



Section A: Business Entity Information

1. Business Name: Butler Evergreen, LLC
2. Organization Type (choose one): [X] For-profit [] Non-profit
3. Business Type (choose one): [] Corporation [X] Limited Liability Company [] Sole Proprietorship [] General Partnership [] Limited Partnership [] Other:
4. Phone: 315-587-2295 5. Fax: 315-587-2109 6. Email: scott@butlerevergreen.com
7. Business Address: 6188 West Port Bay Road
8. City: Wolcott 9. State: NY 10. ZIP Code: 14590
11. Mailing Address (if different than Business Address): PO Box 212
12. City: Wolcott 13. State: NY 14. ZIP Code: 14590

Section B: Primary Contact Information

15. Name: Scott Marshall 16. Title: CEO
17. Phone: 315-587-2295 18. Fax: 315-587-2109 19. Email: scott@butlerevergreen.com
20. Mailing Address: [Redacted]
21. City: [Redacted] 22. State: [Redacted] 23. ZIP Code: [Redacted]

Section C: Proposed Manufacturing Facility Information

24. Proposed Facility Name: Butler Evergreen
25. Proposed Facility Address: 6188 West Port Bay Road
26. City: Wolcott 27. State: NY 28. ZIP Code: 14590
29. County: Wayne
30. Property Status (choose one): [] Owned by the applicant [X] Leased by the applicant [] Other:
If you checked "Other" above, describe the property status in the field provided.
31. Proposed Hours of Operation: Redacted pursuant to N.Y. Public Officers Law, Art. 6

An additional entry is included below for applicants who are proposing to use more than one manufacturing facility (responsible for cultivation, harvesting, extraction or other processing, packaging and labeling).



32. Proposed Facility Name:		
33. Proposed Facility Address:		
34. City:	35. State: NY	36. ZIP Code:
37. County:	38. Property Status (choose one): <input type="checkbox"/> Owned by the applicant <input type="checkbox"/> Leased by the applicant <input type="checkbox"/> Other: If you checked "Other" above, describe the property status in the field provided.	
39. Proposed Hours of Operation:		
Monday:	to	Friday: to
Tuesday:	to	Saturday: to
Wednesday:	to	Sunday: to
Thursday:	to	
Section D: Proposed Dispensing Facility #1 Information		
40. Proposed Facility Name: Butler Evergreen Well Center of Western New York		
41. Proposed Facility Address: 144 French Road		
42. City: Cheektowaga	43. State: NY	44. ZIP Code: 14227
45. County: Erie	46. Property Status (choose one): <input type="checkbox"/> Owned by the applicant <input checked="" type="checkbox"/> Leased by the applicant <input type="checkbox"/> Other: If you checked "Other" above, describe the property status in the field provided.	
47. Proposed Hours of Operation:		
Monday:	10:00 a.m. to 6:00 p.m.	Friday: 10:00 a.m. to 6:00 p.m.
Tuesday:	10:00 a.m. to 8:00 p.m.	Saturday: 10:00 a.m. to 6:00 p.m.
Wednesday:	10:00 a.m. to 6:00 p.m.	Sunday: Closed to
Thursday:	10:00 a.m. to 8:00 p.m.	
Section E: Proposed Dispensing Facility #2 Information		
48. Proposed Facility Name: Butler Evergreen Well Center of Greater Rochester		
49. Proposed Facility Address: 3760 West Henrietta Road		
50. City: Rochester	51. State: NY	52. ZIP Code: 14623
53. County: Monroe	54. Property Status (choose one): <input type="checkbox"/> Owned by the applicant <input checked="" type="checkbox"/> Leased by the applicant <input type="checkbox"/> Other: If you checked "Other" above, describe the property status in the field provided.	



55. Proposed Hours of Operation:

Monday: 10:00 a.m. to 6:00 p.m. Friday: 10:00 a.m. to 6:00 p.m.
Tuesday: 10:00 a.m. to 8:00 p.m. Saturday: 10:00 a.m. to 6:00 p.m.
Wednesday: 10:00 a.m. to 6:00 p.m. Sunday: Closed to
Thursday: 10:00 a.m. to 8:00 p.m.

Section F: Proposed Dispensing Facility #3 Information

56. Proposed Facility Name: Butler Evergreen Well Center of Central New York

57. Proposed Facility Address: 5795 Bridge Street

58. City: Dewitt

59. State: NY

60. ZIP Code: 13057

61. County: Onondaga

62. Property Status (choose one):

- Owned by the applicant
Leased by the applicant
Other:

If you checked "Other" above, describe the property status in the field provided.

63. Proposed Hours of Operation:

Monday: 10:00 a.m. to 6:00 p.m. Friday: 10:00 a.m. to 6:00 p.m.
Tuesday: 10:00 a.m. to 8:00 p.m. Saturday: 10:00 a.m. to 6:00 p.m.
Wednesday: 10:00 a.m. to 6:00 p.m. Sunday: Closed to
Thursday: 10:00 a.m. to 8:00 p.m.

Section G: Proposed Dispensing Facility #4 Information

64. Proposed Facility Name: Butler Evergreen Well Center of the Southern Tier

65. Proposed Facility Address: 3714 Vestal Parkway East

66. City: Vestal

67. State: NY

68. ZIP Code: 13850

69. County: Broome

70. Property Status (choose one):

- Owned by the applicant
Leased by the applicant
Other:

If you checked "Other" above, describe the property status in the field provided.

71. Proposed Hours of Operation:

Monday: 10:00 a.m. to 6:00 p.m. Friday: 10:00 a.m. to 6:00 p.m.
Tuesday: 10:00 a.m. to 8:00 p.m. Saturday: 10:00 a.m. to 6:00 p.m.
Wednesday: 10:00 a.m. to 6:00 p.m. Sunday: Closed to
Thursday: 10:00 a.m. to 8:00 p.m.



Section H: Legal Disclosures

72. Has the applicant, any controlling person of the applicant, any manager, any principal stakeholder, any sole proprietor applicant, any general partner of a partnership applicant, any officer or member of the board of directors of a corporate applicant, or corporate general partner had a prior discharge in bankruptcy or been found insolvent in any court action? Yes No

If the answer to this question is “Yes,” a statement providing details of such bankruptcy or insolvency must be included with this application.

73. Does any controlling person of the applicant, any manager, any principal stakeholder, any sole proprietor applicant, any general partner of a partnership applicant, any officer or member of the board of directors of a corporate applicant, or corporate general partner, or a combination of such persons collectively, maintain a ten percent interest or greater in any firm, association, foundation, trust, partnership, corporation or other entity, and such entity will or may provide goods, leases, or services to the registered organization, the value of which is or would be five hundred dollars or more within any one year?

OR

Does any entity maintain a ten percent interest or greater in the applicant, and such entity will or may provide goods, leases, or services to the registered organization, the value of which is or would be five hundred dollars or more within any one year?

Yes No

If the answer to either of these questions is “Yes,” a statement with the name and address of the entity together with a description of the goods, leases, or services and the probable or anticipated cost to the registered organization, must be included with this application.

74.

A. Is the applicant a corporate subsidiary or affiliate of another corporation? Yes No

If the answer to this question is “Yes,” a statement setting forth the name and address of the parent or affiliate, the primary activities of the parent or affiliate, the interest in the applicant held by the parent or affiliate, and the extent to which the parent will be involved in the activities of the applicant, and responsible for the financial and contractual obligations of the subsidiary must be included with this application. The organizational and operational documents of the corporate subsidiary or affiliate must also be submitted, including but not limited to, as applicable: the certificate of incorporation, bylaws, articles of organization, partnership agreement, operating agreement, and all amendments thereto, and other applicable documents and agreements including in relation to the subsidiary or affiliate’s financial or contractual obligations with respect to the applicant.

B. Is any owner, partner or member of the applicant not a natural person? Yes No

If the answer to this question is “Yes,” a statement must be included with this application setting forth the name and address of the entity, the primary activities of the entity, the interest in the applicant held by the entity, and the extent to which the entity will be involved in the activities of the applicant, and responsible for the financial and contractual obligations of the applicant. The organizational and operational documents of the entity must also be submitted, including but not limited to, as applicable: the certificate of incorporation, bylaws, articles of organization, partnership agreement, operating agreement, and all amendments thereto, and other applicable documents and agreements including in relation to the entity’s financial or contractual obligations with respect to the applicant, and the identification of all those holding an interest or ownership in the entity and the percentage of interest or ownership held in the entity. If an interest or ownership in the entity is not held by a natural person, the information and documentation requested herein must be provided going back to the level of ownership by a natural person (Principal Stakeholder).



75. Has construction, lease, rental, or purchase of the manufacturing facility been completed? [X]Yes []No

If the answer to this question is "No," a statement indicating the anticipated source and application of the funds to be used in such purchase, lease, rental or construction, as well as anticipated date that construction, lease, rental or purchase will be completed must be included with this application.

76. Has construction, lease, rental, or purchase of the dispensing facilities been completed? [X]Yes []No

If the answer to this question is "No," a statement indicating the anticipated source and application of the funds to be used in such purchase, lease, rental or construction, as well as anticipated date that construction, lease, rental or purchase will be completed must be included with this application.

Section I: Required Attachments

Applications received without the required attachments will not be eligible for consideration until the required attachments are received. All such attachments must be postmarked by the Deadline for Submission of Applications.

77. [X] The applicant has enclosed a non-refundable application fee in the amount of \$10,000.

Applications received without the \$10,000 application fee will not be considered.

78. [X] The applicant has enclosed a conditionally refundable registration fee in the amount of \$200,000.

Applications received without the \$200,000 registration fee will not be considered.

The \$200,000 registration fee will be refunded to applicants that are not selected as registered organizations.

79. [X] The applicant has attached all required statements from Section H: Legal Disclosures, if applicable.

80. [X] The applicant has attached identification of all real property, buildings, and facilities that will be used in manufacturing and dispensing activities, pursuant to PHL § 3365 and 10 NYCRR § 1004.5(b)(2), and labeled this attachment as "Attachment A."

81. [X] The applicant has attached identification of all equipment that will be used to carry out the manufacturing, processing, transportation, distributing, sale, and dispensing activities described in the application and operating plan, pursuant to PHL § 3365 and 10 NYCRR § 1004.5(b)(3), and labeled this attachment as "Attachment B."

82. [X] The applicant has attached copies of all applicable executed and proposed deeds, leases, and rental agreements or executed option contracts related to the organization's real property interests, showing that the applicant possesses or has the right to use sufficient land, buildings, other premises, and equipment, and contains the language required in 10 NYCRR § 1004.5(b)(9), if applicable, or, in the alternative, the applicant attached proof that it has posted a bond of not less than \$2,000,000, pursuant to PHL § 3365 and 10 NYCRR § 1004.5(b)(9), and labeled this attachment as "Attachment C."



83. The applicant has attached an operating plan that includes a detailed description of the applicant's manufacturing processes, transporting, distributing, sale and dispensing policies or procedures, and contains the components set forth in 10 NYCRR § 1004.5(b)(4), and labeled the operating plan as "**Attachment D – Operating Plan**" with the information clearly labeled and divided into the following sections:
- Section 1 - Manufacturing (§ 1004.5(b)(4))
 - Section 2 - Transport and Distribution (§ 1004.5(b)(4))
 - Section 3 - Dispensing and Sale (§ 1004.5(b)(4))
 - Section 4 - Devices (§ 1004.5(b)(4)(i))
 - Section 5 - Security and Control (§ 1004.5(b)(4)(ii))
 - Section 6 - Standard Operating Procedure (§ 1004.5(b)(4)(iii))
 - Section 7 - Quality Assurance Plans (§ 1004.5(b)(4)(iv))
 - Section 8 - Returns, Complaints, Adverse Events and Recalls (§ 1004.5(b)(4)(v))
 - Section 9 - Product Quality Assurance (§ 1004.5(b)(4)(vi))
 - Section 10- Recordkeeping (§ 1004.5(b)(4)(vii))
84. The applicant has attached copies of the organizational and operational documents of the applicant, pursuant to 10 NYCRR § 1004.5(b)(5), which must include the identification of all those holding an interest or ownership in the applicant and the percentage of interest or ownership held, and labeled this attachment as "**Attachment E.**"
85. "**Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members**" has been completed for each of the board members, officers, managers, owners, partners, principal stakeholders, directors, and any person or entity that is a member of the applicant setting forth the information required in PHL § 3365(1)(a)(iv) and 10 NYCRR § 1004.5(b)(6).
86. The applicant has attached documentation that the applicant has entered into a labor peace agreement with a bona fide labor organization that is actively engaged in representing or attempting to represent the applicant's employees, pursuant to PHL § 3365(1)(a)(iii) and 10 NYCRR § 1004.5(b)(7), and labeled this attachment as "**Attachment F.**"
87. The applicant has attached a financial statement setting forth all elements and details of any business transactions connected with the application, including but not limited to all agreements and contracts for consultation and/or arranging for the assistance in preparing the application, pursuant to 10 NYCRR § 1004.5(b)(10), and labeled this attachment as "**Attachment G.**"
88. The applicant has completed "**Appendix B – Architectural Program**" and included the components set forth in 10 NYCRR § 1004.5(b)(11) and -(12).
89. The applicant has attached the security plan of the applicant's proposed manufacturing and dispensing facilities indicating how the applicant will comply with the requirements of Article 33 of the Public Health Law, 10 NYCRR Part 1004, and any other applicable state or local law, rule, or regulation, and labeled this attachment as "**Attachment H.**"
90. The applicant has attached the most recent financial statement of the applicant prepared in accordance with generally accepted accounting principles (GAAP) applied on a consistent basis and certified by an independent certified public accountant, in accordance with the requirements of 10 NYCRR § 1004.5(b)(16), and labeled this attachment as "**Attachment I.**"
91. The applicant has attached a staffing plan for staff to be involved in activities related to the cultivation of marijuana, the manufacturing and/or dispensing of approved medical marijuana products, and/or staff with oversight responsibilities for such activities that includes the requirements set forth in 10 NYCRR § 1004.5(b)(18) of the regulations and labeled this attachment as "**Attachment J.**"



- 92. [X] The applicant has attached proof from the local internet service provider(s) that all of the applicant's manufacturing and dispensing facilities are located in an area with internet connectivity and labeled this attachment as "Attachment K."
93. [X] The applicant has attached a timeline demonstrating the estimated timeframe from growing marijuana to production of a final approved product, and labeled this attachment as "Attachment L."
94. [X] The applicant has attached a statement and/or documentation showing that the applicant is able to comply with all applicable state and local laws and regulations relating to the activities in which it intends to engage under the registration, pursuant to 10 NYCRR § 1004.5(b)(8), and labeled this attachment as "Attachment M."

Section J: Attestation and Signature

As the chief executive officer duly authorized by the board of a corporate applicant, or a general partner or owner of a proprietary applicant, I hereby authorize the release of any and all applicant information of a confidential or privileged nature to the Department and its agents. If granted a registration, I hereby agree to ensure the registered organization uses the Seed-to-Sale Solution approved by the Department to record the registered organization's permitted activities. I hereby certify that the information provided in this application, including in any statement or attachments submitted herewith, is truthful and accurate. I understand that any material omissions, material errors, false statements, misrepresentations, or failure to provide any requested information may result in the denial of the application or other action as may be allowed by law.

95. Signature: [Handwritten Signature] 96. Date Signed: June 5, 2015
97. Print Name: Scott W. Marshall

The application must include a handwritten signature by the chief executive officer duly authorized by the board of a corporate applicant, or a general partner or owner of a proprietary applicant, and must be notarized.

Notary Name: HAROLD J ROSENTHAL
Notary Registration Number: 4609489
Notary (Notary Must Affix Stamp or Seal) [Handwritten Signature]
Date: June 5, 2015
HAROLD J. ROSENTHAL
NOTARY PUBLIC, State of New York
No. 4609489
Qualified in Albany County
Commission Expires March 30, 2017

APPLICATION
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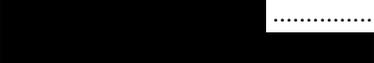
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Non-refundable Application Fee - \$10,000 (Certified Check)

Please find included with this application packet the \$10,000.00 non-refundable application fee in the form of a certified check made out to the “New York State Department of Health”.



Terms and Conditions (Remitter and Payee):

- * Please keep this copy for your record of the transaction
- * The laws of a specific state will consider these funds to be "abandoned" if the Cashier's Check is not cashed by a certain time
 - Please cash/deposit this Cashier's Check as soon as possible to prevent this from occurring
 - In most cases, the funds will be considered "abandoned" before the "Void After" Date
- * Placing a Stop Payment on a Cashier's Check
 - Stop Payment can only be placed if the Cashier's Check is lost, stolen, or destroyed
 - We may not re-issue or refund the funds after the stop payment has been placed until 90 days after the original check was issued
- * Please visit a Chase branch to report a lost, stolen, or destroyed Cashier's Check or for any other information about this item

FOR YOUR PROTECTION SAVE THIS COPY
CASHIER'S CHECK

Customer Copy

06/03/2015
Void after 7 years



Remitter: SCOTT MARSHALL

*** 10,000.00 **

Pay To The Order Of: NEW YORK STATE DEPARTMENT OF HEALTH

Memo: _____
Note: For information only. Comment has no effect on bank's payment.

Drawer: JPMORGAN CHASE BANK, N.A.
NON NEGOTIABLE

282111107 NEW 01/08 8810004306

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

CASHIER'S CHECK

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK



Date 06/03/2015

Void after 7 years

25-3
440

Remitter: SCOTT MARSHALL

Pay To The Order Of: NEW YORK STATE DEPARTMENT OF HEALTH

Pay: TEN THOUSAND
DOLLARS AND 00 CENTS

*** 10,000.00 **

Do not write outside this box

Butler Evergreen LLC
Application Fee

Memo: _____

Note: For information only. Comment has no effect on bank's payment.

Drawer: JPMORGAN CHASE BANK, N.A.

Paulaher

Senior Vice President
JPMorgan Chase Bank, N.A.
Columbus, OH



Conditionally Refundable Registration Fee - \$200,000 (Certified Check)

Please find included with this application packet the \$200,000.00 conditionally refundable registration fee in the form of a certified check made out to the “New York State Department of Health”.



Terms and Conditions (Remitter and Payee):

- * Please keep this copy for your record of the transaction
- * The laws of a specific state will consider these funds to be "abandoned" if the Cashier's Check is not cashed by a certain time
 - Please cash/deposit this Cashier's Check as soon as possible to prevent this from occurring
 - In most cases, the funds will be considered "abandoned" before the "Void After" Date
- * Placing a Stop Payment on a Cashier's Check
 - Stop Payment can only be placed if the Cashier's Check is lost, stolen, or destroyed
 - We may not re-issue or refund the funds after the stop payment has been placed until 90 days after the original check was issued
- * Please visit a Chase branch to report a lost, stolen, or destroyed Cashier's Check or for any other information about this item

**FOR YOUR PROTECTION SAVE THIS COPY
CASHIER'S CHECK**

Customer Copy

06/03/2015
Void after 7 years

Remitter: SCOTT MARSHALL

\$** 200,000.00 **

Pay To The Order Of: NEW YORK STATE DEPARTMENT OF HEALTH

Memo: _____
Note: For information only. Comment has no effect on bank's payment.

Drawer: JPMORGAN CHASE BANK, N.A.
NON NEGOTIABLE

282111107 NEW 01/08 8810004306

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK



CASHIER'S CHECK

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

Date 06/03/2015 Void after 7 years

25-3
440

Remitter: SCOTT MARSHALL

Pay To The Order Of: NEW YORK STATE DEPARTMENT OF HEALTH

Pay: TWO HUNDRED THOUSAND
DOLLARS AND 00 CENTS

\$** 200,000.00 **

Do not write outside this box

Butler Evergreen LLC
Registration Fee

Memo: _____

Note: For information only. Comment has no effect on bank's payment.

Drawer: JPMORGAN CHASE BANK, N.A.

Paulshery

Senior Vice President
JPMorgan Chase Bank, N.A.
Columbus, OH



Section H
Legal Disclosures
Required Statements

Section H: Legal Disclosures - Required Statements

Section H - Question 72: Has the applicant, any controlling person of the applicant, any manager, any principal stakeholder, any sole proprietor applicant, any general partner of a partnership applicant, any officer or member of the board of directors of a corporate applicant, or corporate general partner had a prior discharge in bankruptcy or been found insolvent in any court action? If the answer to this question is "Yes," a statement providing details of such bankruptcy or insolvency must be included with this application.

Redacted pursuant to N.Y. Public Officers Law, Art. 6

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Redacted pursuant to N.Y. Public Officers Law, Art. 6

Redacted Pursuant to N.Y. Public Officers Law, Art. 6

Section H - Question 73: *Does any controlling person of the applicant, any manager, any principal stakeholder, any sole proprietor applicant, any general partner of a partnership applicant, any officer or member of the board of directors of a corporate applicant, or corporate general partner, or a combination of such persons collectively, maintain a ten percent interest or greater in any firm, association, foundation, trust, partnership, corporation or other entity, and such entity will or may provide goods, leases, or services to the registered organization, the value of which is or would be five hundred dollars or more within any one year?*

Response: YES

-OR-

Does any entity maintain a ten percent interest or greater in the applicant, and such entity will or may provide goods, leases, or services to the registered organization, the value of which is or would be five hundred dollars or more within any one year?

Response: NO

If the answer to either of these questions is “Yes,” a statement with the name and address of the entity together with a description of the goods, leases, or services and the probable or anticipated cost to the registered organization, must be included with this application.

(1) Huron Evergreen LLC, 5800 Lake Bluff Road, North Rose, NY 14516

Huron Evergreen LLC is owned by [REDACTED] and is the entity which owns or will own the real property to be leased by the Applicant.

Huron Evergreen owns the applicant’s manufacturing facility at 6188 West Port Bay Road, Wolcott, NY 14590 and this property is leased to Butler Evergreen as the main production and processing facility for a market-based rate of \$ [REDACTED] per square foot, [REDACTED]. The base rent for these premises is \$ [REDACTED] per year, per the attached lease.

Huron Evergreen has executed an option to purchase the property at 144 French Road, Cheektowaga, NY 14227. Butler Evergreen has executed an option to lease this property for use as a dispensary for a market-based rate of \$ [REDACTED] per square foot, [REDACTED]. The base rent for these premises is \$ [REDACTED] per year.

(2) Wolcott Realty, Inc., 5800 Lake Bluff Road, North Rose, NY 14516

Wolcott Realty, Inc. is wholly-owned by Huron Evergreen LLC.

Wolcott Realty, Inc. has entered into a contract to purchase properties adjacent to 6188 West Port Bay Road, Wolcott, NY 14590. These properties will be leased to Butler Evergreen LLC to

be used for extension of the Applicant's security perimeter. The base rent for this property will be \$15,000 per year.

(3) Marshall Farms Group Ltd., 5800 Lake Bluff Road, North Rose, NY 14516

Marshall Farms Group Ltd. is similarly a brother/sister entity in that a majority ownership of Marshall Farms Group Ltd owns a majority interest in the Applicant. Marshall Farms Group Ltd. is a provider of products to the biomedical research industry and a supplier of pets to the pet industry. Marshall Farms Group Ltd. does not own any interest in the Applicant, and may be involved with the Applicant only as a service provider of certain services such as vehicle service and maintenance, pension administrative services, accounting support and similar services, all as noted under the response to question 73. Marshall Farms Group Ltd. will not be responsible for any financial and/or contractual obligations of the Applicant. Any services that may be provided by Marshall Farms Group Ltd. will be billed at an hourly rate, based on services rendered, monthly charges not to exceed \$10,000 per month.

Section H - Question 74 – A: *Is the applicant a corporate subsidiary or affiliate of another corporation?*

Response: Yes

If the answer to this question is “Yes,” a statement setting forth the name and address of the parent or affiliate, the primary activities of the parent or affiliate, the interest in the applicant held by the parent or affiliate, and the extent to which the parent will be involved in the activities of the applicant, and responsible for the financial and contractual obligations of the subsidiary must be included with this application. The organizational and operational documents of the corporate subsidiary or affiliate must also be submitted, including but not limited to, as applicable: the certificate of incorporation, bylaws, articles of organization, partnership agreement, operating agreement, and all amendments thereto, and other applicable documents and agreements including in relation to the subsidiary or affiliate’s financial or contractual obligations with respect to the applicant.

Response: The term “affiliate” does not appear to be defined in the regulations. As a result, the applicant is interpreting the term “affiliate” broadly to mean that a controlling interest in the applicant is owned by the same one or more individuals as owns the affiliate. Under said definition, the answer to 74(A) is Yes.

Utilizing the definition noted in 74(A) above, the existing affiliates of the Applicant are as follows:

(1) Huron Evergreen LLC, 5800 Lake Bluff Road, North Rose, NY 14516.

Huron Evergreen LLC, as noted in question 73, is the property holding company which owns and leases to the Applicant the manufacturing facility at 6188 West Port Bay Road, Wolcott, NY 14590, and the dispensaries located at 3760 West Henrietta Road, Rochester, NY 14623; 5795 Bridge Street, Dewitt, NY 13057; 3714 Vestal Parkway East, Vestal, NY 13850; 144 French Road, Cheektowaga, NY 14227. The primary activity of Huron Evergreen LLC is the ownership and leasing of real property. Huron Evergreen LLC owns no interest in the applicant and will not be involved in the activities of the application, nor responsible for financial or contractual obligations.

(2) Marshall Farms Group Ltd., 5800 Lake Bluff Road, North Rose, NY 14516

Marshall Farms Group Ltd. is similarly a brother/sister entity in that a majority ownership of Marshall Farms Group Ltd owns a majority interest in the applicant. Marshall Farms Group Ltd. is a provider of products to the biomedical research industry and a supplier of pets to the pet industry. Marshall Farms Group Ltd. does not own any interest in the applicant, and will be involved with the applicant only as a service provider of certain services such as vehicle service and maintenance, pension administrative services, accounting support and similar services, all as

noted under the response to question 73. Marshall Farms Group Ltd. will not be responsible for any financial and/or contractual obligations of the applicant.

(3) Marshall Pet Products Inc. 5800 Lake Bluff Road, North Rose, NY 14516

Marshall Pet Products Inc. is similarly a brother/sister affiliate of the applicant in that a majority of ownership of Marshall Pet Products, Inc. is similarly a majority of ownership of the affiliate. Marshall Pet Products Inc. is a provider of pets and pet products to the pet industry. Marshall Pet Products Inc. has no ownership interest in the applicant, and will not provide any services to the applicant, and will not be responsible for any financial and/or contractual obligations of the applicant.

Butler Evergreen has attached here organizational and operational documents for all corporate subsidiaries and affiliates: Marshall Farms Group, Ltd.; Marshall Pet Products Inc.; and Huron Evergreen LLC.

Redacted pursuant to N.Y. Public Officers Law, Art. 6

Redacted pursuant to N.Y. Public Officers Law, Art. 6

Redacted pursuant to N.Y. Public Officers Law, Art. 6

Redacted pursuant to N.Y. Public Officers Law, Art. 6

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Redacted pursuant to N.Y. Public Officers Law, Art. 6

Redacted pursuant to N.Y. Public Officers Law, Art. 6

Redacted pursuant to N.Y. Public Officers Law, Art. 6

Redacted pursuant to N.Y. Public Officers Law, Art. 6

CERTIFICATE OF INCORPORATION
OF
MARSHALL RESEARCH ANIMALS, INC.

Under Section 402 of the
Business Corporation Law

The undersigned, for the purpose of forming a corporation pursuant to Section 402 of the Business Corporation Law of the State of New York, do hereby certify:

FIRST: The name of this corporation is

MARSHALL RESEARCH ANIMALS, INC.

SECOND: The purpose or purposes for which this corporation is formed are:

(1) To breed, raise, grow, care for, buy, own, sell, transport and deal in and with animals, birds, fish and reptiles of every kind and description principally for, but not limited to, purposes of research; to construct kennels, stables, barns, aquaria, aviaries, and other buildings or structures for the housing of said animals, birds, fish or reptiles; to conduct a boarding house for the care of animals; to prepare animals, birds, fish and reptiles of every kind and description for research purposes; to conduct research thereon; to buy, sell, manufacture, and deal generally in food, supplies and equipment of all kinds for animals, birds, fish and reptiles of every kind and description and to carry on testing of, comparison of and research on any and all such items; to breed, raise, grow, buy, own, sell, and deal in and with mink and other fur-bearing animals and the products therefrom, and to do any and all business as shall be necessary, convenient, or incidental to any of the foregoing purposes;

(2) To conduct a general farming business, including the raising, growing and producing of farm and orchard crops of every kind and description and dairy products of every kind and description; to breed, raise, grow, buy, own, sell, and deal in animals for meat and dairy purposes; to breed, raise, grow, buy, own, sell, and deal in equine animals; to raise, grow and produce, buy, own, sell and deal in trees, plants and shrubbery of every kind and description;

(3) To purchase, receive, take by grant, gift, devise, bequest or otherwise, lease, or otherwise acquire, own, hold, improve, employ, use, sell, and otherwise deal in and with, real or personal property, or any interest therein, wherever situated;

(4) To do all and everything necessary, suitable or proper for the accomplishment of any of the purposes, the attainment of any of the objects or the furtherance of any of the powers hereinbefore set forth, either alone or in connection with other corporations, firms, or individuals and either as principals, or agents, and to do every other act or acts, things incidental or appurtenant to or growing out of or connected with the aforesaid objects, purposes or powers or any of them.

The foregoing enumeration of specific powers shall not be deemed to limit or restrict in any manner the general powers of the corporation, and the enjoyment and exercise thereof, as conferred by the laws of the State of New York upon corporations organized under the provisions of the Business Corporation Law.

THIRD: The office of this corporation is to be located at R. D., North Rose, in the Town of Huron, County of Wayne, State of New York.

FOURTH: The aggregate number of shares which this corporation shall have authority to issue is Two Hundred (200), all of which are to be of one class,

CERTIFICATE OF AMENDMENT OF
CERTIFICATE OF INCORPORATION OF
MARSHALL RESEARCH ANIMALS, INC.

Under Section 805 of the Business Corporation Law.

We the undersigned, being owners of all of the shares of the within Corporation do hereby certify:

1. The name of the Corporation is Marshall Research Animals, Inc.

2. The Certificate of its incorporation was duly filed by the Department of State on March 10, 1967.

3. The Certificate of Incorporation is amended as authorized by Section 801 of the New York State Business Corporation Law to effect the following amendment:

To increase the number of authorized shares of the corporation from 200, all without par value and all in one class, to 300,000 shares all to have a par value of \$.06 per share and all to be of one class.

4. Paragraph 4 of the Certificate of Incorporation which refers to the authorized shares is amended to read as follows: "The aggregate number of shares which the Corporation shall have authority to issue is 300,000 shares all of which will have a par value of \$.06 per share.

LAW OFFICES

SPIS, MALONEY,

ORWITZ & EVANS

220-233 POWERS BUILDING

ROCHESTER, N. Y. 14614

5. The one hundred (100) presently authorized and issued common shares of the Corporation with no par value shall be changed into 150,000 shares of stock, each of which shall bear a par value of \$.06 per share.

6. The stated capital of the Corporation is reduced from \$9,104.42 to \$9,000.00 by change of issued shares under Subparagraph (b)(11) of Section 801 of the Business Corporation Law.

7. The manner in which the stated capital of the Corporation is reduced by reason of the foregoing amendment, is as follows: By changing 100 issued common shares without par value and having a total stated capital of \$9,104.42 allocable to said issued shares into 150,000 common shares of a par value of \$.06 each.

8. The above amendment of the Certificate of Incorporation was duly authorized by the vote of the holders of the majority of all outstanding shares entitled to vote thereon at a meeting of the shareholders.

LAW OFFICES

IS, MALONEY,

ORWITZ & EVANS

220-233 POWERS BUILDING

ROCHESTER, N. Y. 14614

IN WITNESS WHEREOF, we have made and executed this
Certificate of Amendment this 7th day of June, 1977.

W. Gilman Marshall

W. Gilman Marshall, Shareholder
North Rose, New York 14516

Ina M. Marshall

Ina M. Marshall, Shareholder
North Rose, New York 14516

STATE OF NEW YORK)
COUNTY OF WAYNE) SS.:

W. GILMAN MARSHALL and INA M. MARSHALL, being duly
sworn, depose and state that they are the persons described in and
who executed the foregoing certificate: that they have read the
same and know the contents thereof; and the statements contained
therein are true.

W. Gilman Marshall

W. Gilman Marshall

Ina M. Marshall

Ina M. Marshall

Sworn to before me this
7th day of June, 1977.

Leta Winnett

LETA WINNETT

NOTARY PUBLIC State of N. Y. Wayne Co.
My Commission Expires March 30, 1979

LAW OFFICES

FRIS, MALONEY,

ORWITZ & EVANS

220-233 POWERS BUILDING

ROCHESTER, N. Y. 14614

STATE OF NEW YORK DEPARTMENT OF STATE
DIVISION OF CORPORATIONS AND STATE RECORDS
ALBANY

ams

FILING RECEIPT - MISC.

TYPE OF CERTIFICATE Amendment	
CORPORATION NAME MARSHALL RESEARCH ANIMALS, INC.	DATE FILED June 17, 1977
59 Wayne	FILM NO. A 408816-4
LOCATION OF PRIN. OFFICE changing shares	
FILER AND ADDRESS	Donald R. Fox, Esq. % Harris, Maloney, Horwitz & Evans 220 - 233 Powers Bldg. Rochester, NY 14614
6 DOLLAR FEE TO COUNTY	
FEES AND/OR TAX PAID AS FOLLOWS:	
<input checked="" type="checkbox"/> CHK. <input type="checkbox"/> M.O. <input type="checkbox"/> CASH	\$ 30

\$ 30 FILING
\$ TAX
\$ CERTIFIED COPY
\$ CERTIFICATE

TOTAL \$ 30
REFUND OF \$

TO FOLLOW 

MARIO M. CUOMO
SECRETARY OF STATE

NYS DEPARTMENT OF STATE

RECEIPT

AMENDMENT-CHANGE OF NAME (BUSINESS)

CORPORATION NAME

MARSHALL FARMS USA, INC.

<u>DATE FILED</u>	<u>DURATION & COUNTY CODE</u>	<u>FILM NUMBER</u>	<u>CASH NUMBER</u>
09/14/84	WAYN	B141784-2	406778
<u>NUMBER AND KIND OF SHARES</u>		<u>LOCATION OF PRINCIPAL OFFICE</u>	

COMMENTS:

*INFO

<u>ADDRESS FOR PROCESS</u>	<u>REGISTERED AGENT</u>
----------------------------	-------------------------

FEES AND/OR TAX PAID AS FOLLOWS:

AMOUNT OF CHECK \$ _____	AMOUNT OF MONEY ORDER \$ <u>00070.00</u>	AMOUNT OF CASH \$ _____
<u>6.00</u> DOLLAR FEE TO COUNTY	\$ 060.00 FILING	
	\$ TAX	
	\$ CERTIFIED COPY	
	\$ CERTIFICATE	
	010.00 MISCELLANEOUS	
	TOTAL PAYMENT \$ 000070.00	
	REFUND OF \$ _____	
		TO FOLLOW

FILER NAME AND ADDRESS

HARRIS MALONEY HORWITZ EVANS
& FOX
700 1ST FEDERAL PLAZA
ROCHESTER NY 14164

380604-003 (1/83)

GAIL S SHAFER - SECRETARY OF STATE

Original is filed in the minutes.

Apostille

(Convention de La Haye du 5 Octobre 1961)

1. Country: **United States of America**
This public document
2. has been signed by **Randy A. Daniels**
3. acting in the capacity of **Secretary of State**
4. bears the seal/stamp of the **Department of State**

Certified

5. At New York, New York
6. the 16th day of February 2005
7. by Special Deputy Secretary of State, State of New York
8. No. NYC-10139892B
9. Seal/Stamp
10. Signature



James Bizzarri
Special Deputy Secretary of State

State of New York } **ss:**
Department of State

I hereby certify, that the Certificate of Incorporation of MARSHALL FARMS GROUP, LTD. was filed on 03/10/1967, under the name of MARSHALL RESEARCH ANIMALS, INC., with perpetual duration, and that a diligent examination has been made of the Corporate index for documents filed with this Department for a certificate, order, or record of a dissolution, and upon such examination, no such certificate, order or record has been found, and that so far as indicated by the records of this Department, such corporation is an existing corporation. I further certify the following:

A Certificate of Amendment was filed on 06/17/1977.

A certificate changing name to MARSHALL FARMS USA, INC. was filed on 09/14/1984.

A Biennial Statement was filed 04/19/1994.

A Biennial Statement was filed 04/04/1997.

A Certificate of Amendment was filed on 09/10/1997.

A Biennial Statement was filed 03/25/1999.

A Biennial Statement was filed 03/20/2001.

A Certificate of Merger was filed on 01/16/2002.

A Biennial Statement was filed 04/09/2003.

A certificate changing name to MARSHALL FARMS GROUP, LTD. was filed on 08/23/2004.

I further certify, that no other documents have been filed by such Corporation.

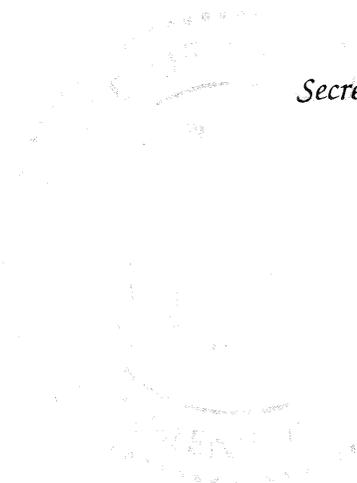
(page 2) - MARSHALL FARMS GROUP, LTD.

*Witness my hand and the official seal
of the Department of State at the City
of Albany, this 11th day of February
two thousand and five.*



Secretary of State

200502140286 58



FILING RECEIPT

ENTITY NAME: MARSHALL FARMS USA, INC.

DOCUMENT TYPE: MERGER (DOM. BUSINESS)

COUNTY: WAYN

SERVICE COMPANY: CSC NETWORKS/PRENTICE HALL

SERVICE CODE: 45

CONSTITUENT NAME: BUTLER FARMS USA, INC.

FILED:01/16/2002 DURATION:***** CASH#:020116000727 FILM #:020116000703

ADDRESS FOR PROCESS

EFFECT DATE

01/16/2002

REGISTERED AGENT



FILER	FEES		PAYMENTS	
-----	-----	95.00		95.00
EVANS & FOX, LLP	FILING	60.00	CASH	0.00
DONALD R. FOX, ESQ.	TAX	0.00	CHECK	0.00
95 ALLENS CREEK ROAD, SUITE 103	CERT	0.00	CHARGE	0.00
ROCHESTER, NY 14618	COPIES	10.00	DRAWDOWN	95.00
	HANDLING	25.00	BILLED	0.00
			REFUND	0.00

State of New York }
Department of State } ss:

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

Witness my hand and seal of the Department of State on

JAN 18 2002



A handwritten signature in cursive script, appearing to read "H. Leube", followed by a horizontal line.

Special Deputy Secretary of State

F02011600070
CSC 45

**CERTIFICATE OF MERGER
OF
BUTLER FARMS USA, INC. AND
MARSHALL FARMS USA, INC.
INTO
MARSHALL FARMS USA, INC.
UNDER SECTION 904 OF THE BUSINESS CORPORATION LAW**

The undersigned, Gary Marshall and Todd Marshall, being the president and secretary respectively of Marshall Farms USA, Inc., and Scott Marshall and Todd Marshall, being respectively the president and secretary of Butler Farms USA, Inc. (the constituent corporations), said corporations being domestic corporations organized and existing under and by virtue of the laws of the State of New York, and a Plan of Merger having been adopted by the Board of Directors and Shareholders of each of said constituent corporations, do hereby certify:

1. The name of each constituent corporation is as follows:

A. Butler Farms USA, Inc., whose Certificate of Corporation was filed with the Department of State on the 14th day of October, 1987.

B. Marshall Farms USA, Inc., whose Certificate of Incorporation was filed with the Department of State on the 10th day of March, 1967 under the original name of Marshall Research Animals, Inc. The name of Marshall Research Animals, Inc. was changed to Marshall Farms USA, Inc. by certificate filed with the Department of State on the 14th day of September, 1984.

2. The name of the surviving corporation is Marshall Farms USA, Inc.

3. The designation, number and voting rights of the outstanding shares of each class of Butler Farms USA, Inc. are as follows: 120 shares, all having identical voting rights and all being non par value.

4. The designation, number and voting rights of the outstanding shares of Marshall Farms USA, Inc. are as follows:

i. 7,999.998 shares of common stock are outstanding having full voting rights.

ii. 3,920 shares of common stock are outstanding which have no voting rights.

5. The number of shares of neither constituent corporation is subject to change prior to the effective date of the merger.

6. There are no amendments or changes to be made to the Certificate of Incorporation of Marshall Farms USA, Inc. as a result of the merger herein.

7. The merger is to become effective upon filing.

8. The merger of Butler Farms USA, Inc. and Marshall Farms USA, Inc. was authorized in respect to Butler Farms USA, Inc., a constituent corporation, by the unanimous vote of all directors and unanimous vote of all shareholders entitled to vote at a duly-called meeting held on the 24 day of December 2001.

9. The merger of Marshall Farms USA, Inc. and Butler Farms USA, Inc. was authorized in respect to Marshall Farms USA, Inc., a constituent corporation by the unanimous vote of all directors and the unanimous vote of all shareholders entitled to vote thereon at a duly-called meeting held on the 24 day of December, 2001.

In witness whereof, the undersigned have executed and signed the Certificate this 26 day of December, 2001.

As to Marshall Farms USA, Inc.

Gary Marshall
GARY MARSHALL, PRESIDENT

Todd Marshall
TODD MARSHALL, SECRETARY

As to Butler Farms USA, Inc.

Scott Marshall
SCOTT MARSHALL, PRESIDENT

Todd Marshall
TODD MARSHALL, SECRETARY



CERTIFICATE OF MERGER
OF
BUTLER FARMS USA, INC. AND
MARSHALL FARMS USA, INC.
INTO
MARSHALL FARMS USA, INC.
UNDER SECTION 904 OF THE
BUSINESS CORPORATION LAW

Respectfully submitted by

Wayn

Evans & Fox, LLP
Donald R. Fox, Esq.
95 Allens Creek Road
Suite 103
Rochester, New York 14618

712928/HXM

91:16
2002 JAN 16

LCC
STATE OF NEW YORK
DEPARTMENT OF STATE
FILED JAN 16 2002
TAX \$
BY: *Wayn*

90:111 011 003

4



New York State Department of Taxation and Finance

Processing Division - Corporation Tax
W A Harriman Campus
Albany NY 12227

Corporation Tax Account Information
If corrections to our records are necessary, return this form as soon as possible to ensure proper identification.

MARSHALL FARMS GROUP, LTD.
5800 LAKE BLUFF RD
NORTH ROSE NY 14516

Form with fields for Identification number, File number (AA2*), Current filing period (12-31-04), 1. Federal EIN, 2. Daytime telephone number (315-587-2295), 3. Correct mailing address, 4. Correct physical address.

This form is designed to provide you with the identification number, file number, and current filing period assigned to your New York State Corporation Tax account.

If you do not have a FEIN, and a TF prefixed number is printed above, use this identification number when applying for a Sales and Use Tax Certificate of Authority or filing returns for New York State Employer's income tax withheld.

- Box 1 - Enter your federal employer identification number.
-Box 2 - Enter your daytime telephone number.
-Box 3 - Enter your correct mailing address, if different from the preprinted address above.
-Box 4 - Enter your correct physical address, if different from mailing address.

If you have business tax account(s) with identification number(s) other than the number shown in the box labeled Identification number above, enter the information below.

- A. Sales and use tax identification number
B. Withholding tax identification number



You may request a sales tax registration packet and/or a new employer packet by calling the telephone numbers below.

If you have made any corrections or have entered any account information for A or B above, return this form in the enclosed preaddressed envelope.

For information regarding your corporation tax filing requirements, refer to the instructions on the enclosed form.

Corporation tax section

Table with 3 columns: If you are located: (Inside/Outside New York State), For forms and publications call: (1-800-462-8100, (518) 485-6800), For information call: (1-800-972-1233, (518) 485-6800)

CSC 45

CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF INCORPORATION
OF
MARSHALL FARMS USA, INC.

Under Section 805 of the Business Corporation Law

The undersigned, being the President and Secretary of Marshall Farms USA, Inc., and pursuant to the provisions of Section 805 of the Business Corporation law, do hereby certified:

1. The Corporation was originally formed under the name Marshall Research Animals, Inc. pursuant to a Certificate of Incorporation filed with the Department of State on March 10, 1967.

2. A Certificate of Amendment to the original Certificate of Incorporation was filed with the Department of State on September 14, 1984 changing the name of the Corporation to Marshall Farms USA, Inc.

3. The provisions of Paragraph First of the Certificate of Incorporation are hereby amended to state as follows:

First: The name of this Corporation is Marshall Farms Group, Ltd.

4. The provisions of Paragraph Fifth of the Certificate of Incorporation shall be amended to provide as follows:

Fifth: The Secretary of State of the State of New York is hereby designated the agent of this Corporation upon whom process against this Corporation may be served. The post office address to which the Secretary of State shall mail a copy of any process against this Corporation served upon him/her as agent of this Corporation is 5800 Lake Bluff Road, North Rose, New York 14516.

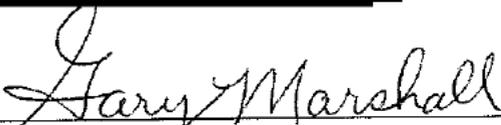
5. The foregoing amendments were duly authorized by the unanimous vote of the shareholders following unanimous approval by the Board of Directors.

IN WITNESS WHEREOF the undersigned have executed and signed this Amendment to the Certificate of Incorporation on this date opposite their names.

Dated: ~~July~~ ^{Aug} 10th, 2004


SCOTT MARSHALL, PRESIDENT


Dated: ~~July~~ ^{Aug} 12, 2004


GARY MARSHALL, SECRETARY




FILING RECEIPT

=====

ENTITY NAME: MARSHALL FARMS GROUP, LTD.

DOCUMENT TYPE: AMENDMENT (DOMESTIC BUSINESS)
 PROCESS NAME

COUNTY: WAYN

SERVICE COMPANY: CORPORATION SERVICE COMPANY

SERVICE CODE: 45

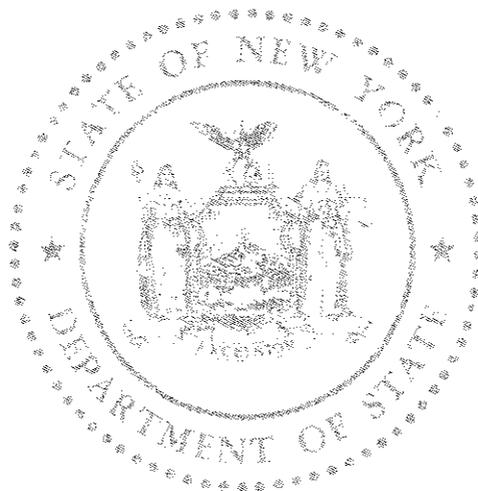
=====

FILED:08/23/2004 DURATION:***** CASH#:040823000042 FILM #:040823000040

ADDRESS FOR PROCESS

THE CORPORATION
 5800 LAKE BLUFF ROAD
 NORTH ROSE, NY 14516

REGISTERED AGENT



FILER	FEE	AMOUNT	PAYMENT TYPE	AMOUNT
-----	-----	120.00	PAYMENTS	120.00
EVANS & FOX, LLP, ATTORNEY FOR @	FILING	60.00	CASH	0.00
95 ALLENS CREEK ROAD	TAX	0.00	CHECK	0.00
SUITE 103	CERT	0.00	CHARGE	0.00
ROCHESTER, NY 14618	COPIES	10.00	DRAWDOWN	120.00
	HANDLING	50.00	BILLED	0.00
			REFUND	0.00

CSC 45

Please file the enclosed Certificate of Assumed Name for the above corporation. Fees¹ for filing of \$50.00 is enclosed.

✓ Please forward 1 certified copy(ies) of the original certificate. Fees² of \$10.00 for certified copy(ies) are enclosed.

Our² attorney check for \$60.00 to cover the cost of filing and the certified copy(ies) is enclosed. Send the receipt(s) and certified copy(ies) to Donald R. Fox, Esq., Evans & fos LLP, 95 Allens Creek Road, Rochester, New York 14618

Print or type name Scott Marshall

Signature [Handwritten Signature]

1 See "FEES" section of form for amount of filing fees. 2 See reverse side for certified copy fees and method of payment.

Separate at perforation before mailing

New York State DEPARTMENT OF STATE CORPORATIONS AND STATE RECORDS DIVISION 162 Washington Avenue Albany, NY 12231

CORPORATION - CERTIFICATE OF ASSUMED NAME (Pursuant to Section 130 General Business Law)

FEES: THE FILING FEE PAYABLE TO THE SECRETARY OF STATE IS \$25.00 PLUS A \$25.00 FEE FOR EACH COUNTY LISTED IN WHICH BUSINESS WILL BE TRANSACTED UNDER ASSUMED NAME.

1. Corporation name Marshall Farms Group, Ltd.

2. Law corporation formed under: [X] Business [] Not-for-Profit [] Education [] Insurance [] Other (specify)

3. Assumed name Marshall Farms USA

4. Principal place 5800 Lake Bluff Road, North Rose, New York 14516 of business in No. and Street

*[] If none, check box and insert principal out-of-state address above.

5. Counties in which business will be conducted under assumed name.

[] All counties [] If not all, circle which counties below

Table of New York counties: Albany, Chenango, Essex, Jefferson, New York City, Oneida, Putnam, Schuyler, Ulster, Allegany, Clinton, Franklin, Lewis, Bronx, Onondaga, Rensselaer, Seneca, Warren, Broome, Columbia, Fulton, Livingston, Kings, Ontario, Rockland, Steuben, Washington, Cattaraugus, Cortland, Genesee, Madison, New York, Orange, St. Lawrence, Suffolk, Wayne, Cayuga, Delaware, Greene, Monroe, Queens, Orleans, Saratoga, Sullivan, Westchester, Chautauqua, Dutchess, Hamilton, Montgomery, Richmond, Oswego, Schenectady, Tioga, Wyoming, Chemung, Erie, Herkimer, Nassau, Niagara, Otsego, Schoharie, Tompkins, Yates

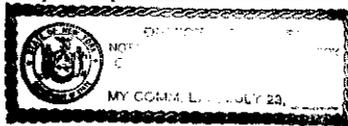
6. The addresses of each location within New York State where business is or will be conducted under assumed name - list on reserve side. If no business locations in New York State, check box []

Corporation officer signature [Handwritten Signature] Type name and office Scott Marshall, President

ACKNOWLEDGEMENT (Must be completed)

STATE OF NEW YORK) COUNTY OF WAYNE) ss:

On this 10 day of August, in the year 2004, before me the undersigned, a Notary Public in and for said State, personally appeared Scott Marshall, as President, of Marshall Farms Group, Ltd., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or person upon behalf of which the individual acted executed the instrument.



[Handwritten Signature] DENISE J. PATCHEN Notary Public, State of New York No. 4969769 Qualified in Wayne County Commission Expires July 23, 2006

Filer's name Donald R. Fox, Esq.

Date filed

Filer's address 95 Allens Creek Road Rochester NY 14618 No. and Street City State Zip Code

GBL § 130(4): A certified copy of the original certificate, or if an amended certificate has been filed, then of the most recent amended certificate filed shall be conspicuously displayed on the premises at each place in which the business for which the same was filed is conducted.

CERTIFIED COPY FEES: \$10.00 for each certified copy. The material on this page is requested by the Department of State for use in the exceptions referred to in the Application for Registration as a Registered Organization

PAYMENT: Certified check, money order or bank check. An attorney's check will be accepted up to \$250.00. You may use one check to cover filing fees and certified copy fees.

0351836

CERTIFICATE OF ASSUMED NAME

OF

MARSHALL FARMS GROUP, LTD.

Section 130 of the General Business Law

CSC 45

C351836

Filer:

Evans & Fox Llp
Suite 103
95 Allens Creek Road
Rochester, NY 14618

Cust. Ref#856706AJC

128380

RECEIVED

2004 AUG 24 AM 9:04

3

State of New York - Department of State

File Date AUG 24 2004

Amt of Ck/Charge \$ 110 Auth # _____

Filing Fee \$ 25 Cnty Fee \$ 25

(#) 1 Copy Fee \$ 10 Refund \$ _____

Spec Handle C \$ 25 Spec Handle F \$ 25

By: WRJ

607700-4
WRJ

FILING RECEIPT

ENTITY NAME : MARSHALL FARMS GROUP, LTD.

DOCUMENT TYPE : ASSUMED NAME CERTIFICATE

SERVICE COMPANY : CORPORATION SERVICE COMPANY

CODE: 45

FILED: 08/24/2004

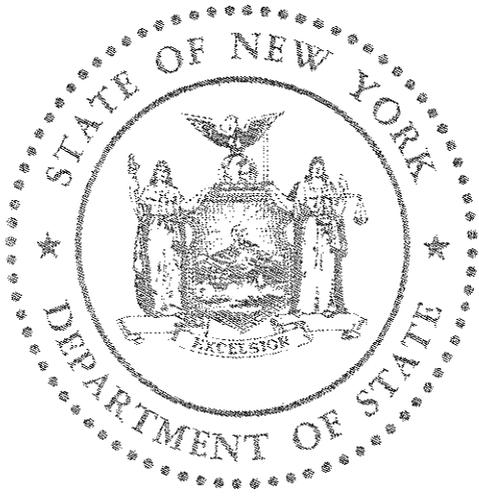
CASH#: 128380

FILM#: C351836-3

PRINCIPAL LOCATION

5800 LAKE BLUFF ROAD

NORTH ROSE
NY 14516



COMMENT:

ASSUMED NAME

MARSHALL FARMS USA

FILER	* FEES	: 110.00	PAYMENTS:	110.00
-----	* -----		-----	
	* FILING	: 25.00	CASH	:
	* COUNTY	: 25.00	CHECK	: 00110.00
	* COPIES	: 10.00	C CARD	:
	* MISC	:		
	* HANDLE	: 50.00		
	* -----		REFUND:	-----
	* -----			

EVANS & FOX LLP
SUITE 103
95 ALLENS CREEK ROAD
ROCHESTER NY 14618

Marshall Farms Group, Ltd.
Corporate name

Marshall BioResources
Assumed name

CSC 45

Please file the enclosed Certificate of Assumed Name for the above corporation. Fees¹ for filing of \$50.00 is enclosed.

✓ Please forward 1 certified copy(ies) of the original certificate. Fees² of \$10.00 for certified copy(ies) are enclosed.

Our² attorney check for \$60.00 to cover the cost of filing and the certified copy(ies) is enclosed. Send the receipt(s) and certified copy(ies) to Donald R. Fox, Esq., Evans & fos LLP, 95 Allens Creek Road, Rochester, New York 14618

Print or type name Scott Marshall.

Signature *Scott Marshall*

1 See "FEES" section of form for amount of filing fees. 2 See reverse side for certified copy fees and method of payment.

Separate at perforation before mailing

New York State
DEPARTMENT OF STATE
CORPORATIONS AND STATE RECORDS DIVISION
162 Washington Avenue
Albany, NY 12231

CORPORATION - CERTIFICATE OF ASSUMED NAME
(Pursuant to Section 130 General Business Law)

FEES: THE FILING FEE PAYABLE TO THE SECRETARY OF STATE IS \$25.00 PLUS A \$25.00 FEE FOR EACH COUNTY LISTED IN WHICH BUSINESS WILL BE TRANSACTED UNDER ASSUMED NAME.

1. Corporation name Marshall Farms Group, Ltd.

2. Law corporation formed under: Business Not-for-Profit Education Insurance
 Other (specify) _____

3. Assumed name Marshall BioResources

4. Principal place of business in 5800 Lake Bluff Road, North Rose, New York 14516
No. and Street

* If none, check box and insert principal out-of-state address above.

5. Counties in which business will be conducted under assumed name.
 All counties
 If not all, circle which counties below

Albany	Chenango	Essex	Jefferson	New York City	Oneida	Putnam	Schuyler	Ulster
Allegany	Clinton	Franklin	Lewis	Bronx	Onondaga	Rensselaer	Seneca	Warren
Broome	Columbia	Fulton	Livingston	Kings	Ontario	Rockland	Steuben	Washington
Cattaraugus	Cortland	Genesee	Madison	New York	Orange	St. Lawrence	Suffolk	Wayne
Cayuga	Delaware	Greene	Monroe	Queens	Orleans	Saratoga	Sullivan	Westchester
Chautauqua	Dutchess	Hamilton	Montgomery	Richmond	Oswego	Schnectady	Tioga	Wyoming
Chemung	Erie	Herkimer	Nassau	Niagara	Otsego	Schoharie	Tompkins	Yates

CSC 51838

6. The addresses of each location within New York State where business is or will be conducted under assumed name - list on reserve side. If no business locations in New York State, check box

Corporation officer signature *Scott Marshall*
Type name and office Scott Marshall, President

ACKNOWLEDGEMENT (Must be completed)

STATE OF NEW YORK)
COUNTY OF WAYNE) ss:

On this 10 day of August, in the year 2004, before me the undersigned, a Notary Public in and for said State, personally appeared Scott Marshall, as President, of Marshall Farms Group, Ltd., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or person upon behalf of which the individual acted executed the instrument.

The material on this page is requested to be exempt from disclosure under FOIL pursuant to the exceptions referred to in the Application for Registration as a Registered Organization

DENISE J. PATCHEN
Notary Public, State of New York
No. 4969769

Denise J. Patchen
NOTARY PUBLIC

CERTIFICATE OF ASSUMED NAME
OF
MARSHALL FARMS GROUP, LTD.

Section 130 of the General Business Law

GSG 45

C351838 2004 AUG 24 AM 11:28

FILED

FILED

2004 AUG 24 AM 11:20

Filer:

Evans & Fox Llp
Suite 103
95 Allens Creek Road
Rochester, NY 14618

Cust. Ref#856706AJC

STATE OF NEW YORK
DEPARTMENT OF
STATE

File Date AUG 24 2004

Amt of Ck/Charges 110

Auth # _____

Filing Fee \$ 25

County Fee \$ 25

Copy Fee \$ 10

Refund \$ _____

Spec Handle \$ C 25

Spec Handle \$ F 25

By: EDM

607700-4

RECEIVED

2004 AUG 24 AM 9:04

128382

FILING RECEIPT

ENTITY NAME : MARSHALL FARMS GROUP, LTD.

DOCUMENT TYPE : ASSUMED NAME CERTIFICATE

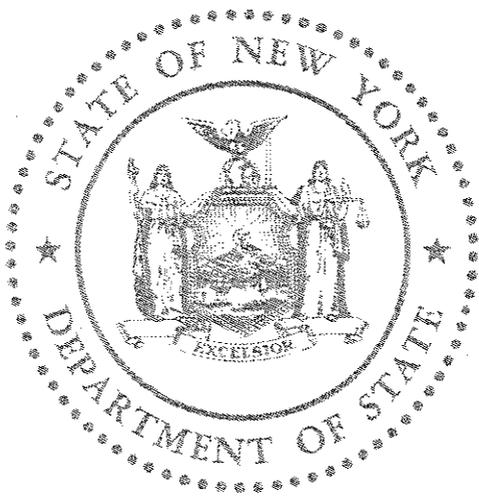
SERVICE COMPANY : CORPORATION SERVICE COMPANY CODE: 45

FILED: 08/24/2004 CASH#: 128382 FILM#: C351838-3

PRINCIPAL LOCATION

5800 LAKE BLUFF ROAD

NORTH ROSE
NY 14516



COMMENT:

ASSUMED NAME

MARSHALL BIORESOURCES

FILER	* FEES	: 110.00	PAYMENTS:	110.00
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	* FILING	: 25.00	CASH	:
	* COUNTY	: 25.00	CHECK	: 00110.00
	* COPIES	: 10.00	C CARD	:
	* MISC	:		
	* HANDLE	: 50.00		
	*		REFUND:	
	*		-----	

EVANS & FOX LLP
SUITE 103
95 ALLENS CREEK ROAD
ROCHESTER NY 14618

CERTIFICATE OF AMENDMENT OF
CERTIFICATE OF INCORPORATION OF
MARSHALL RESEARCH ANIMALS, INC.

Under Section 805 of the Business Corporation Law.

We the undersigned, being owners of all of the shares of the within Corporation do hereby certify:

1. The name of the Corporation is Marshall Research Animals, Inc.

2. The Certificate of its incorporation was duly filed by the Department of State on March 10, 1967.

3. The Certificate of Incorporation is amended as authorized by Section 801 of the New York State Business Corporation Law to effect the following amendment:

To increase the number of authorized shares of the corporation from 200, all without par value and all in one class, to 300,000 shares all to have a par value of \$.06 per share and all to be of one class.

4. Paragraph 4 of the Certificate of Incorporation which refers to the authorized shares is amended to read as follows: "The aggregate number of shares which the Corporation shall have authority to issue is 300,000 shares all of which will have a par value of \$.06 per share.

LAW OFFICES

SPIS, MALONEY,

ORWITZ & EVANS

220-233 POWERS BUILDING

ROCHESTER, N. Y. 14614

5. The one hundred (100) presently authorized and issued common shares of the Corporation with no par value shall be changed into 150,000 shares of stock, each of which shall bear a par value of \$.06 per share.

6. The stated capital of the Corporation is reduced from \$9,104.42 to \$9,000.00 by change of issued shares under Subparagraph (b)(11) of Section 801 of the Business Corporation Law.

7. The manner in which the stated capital of the Corporation is reduced by reason of the foregoing amendment, is as follows: By changing 100 issued common shares without par value and having a total stated capital of \$9,104.42 allocable to said issued shares into 150,000 common shares of a par value of \$.06 each.

8. The above amendment of the Certificate of Incorporation was duly authorized by the vote of the holders of the majority of all outstanding shares entitled to vote thereon at a meeting of the shareholders.

LAW OFFICES

IS, MALONEY,

ORWITZ & EVANS

220-233 POWERS BUILDING

ROCHESTER, N. Y. 14614

IN WITNESS WHEREOF, we have made and executed this
Certificate of Amendment this 7th day of June, 1977.

W. Gilman Marshall

W. Gilman Marshall, Shareholder
North Rose, New York 14516

Ina M. Marshall

Ina M. Marshall, Shareholder
North Rose, New York 14516

STATE OF NEW YORK)
COUNTY OF WAYNE) SS.:

W. GILMAN MARSHALL and INA M. MARSHALL, being duly
sworn, depose and state that they are the persons described in and
who executed the foregoing certificate: that they have read the
same and know the contents thereof; and the statements contained
therein are true.

W. Gilman Marshall

W. Gilman Marshall

Ina M. Marshall

Ina M. Marshall

Sworn to before me this
7th day of June, 1977.

Leta Winnett

LETA WINNETT

NOTARY PUBLIC State of N. Y. Wayne Co.
My Commission Expires March 30, 1979

LAW OFFICES

FRIS, MALONEY,

ORWITZ & EVANS

220-233 POWERS BUILDING

ROCHESTER, N. Y. 14614

STATE OF NEW YORK DEPARTMENT OF STATE
DIVISION OF CORPORATIONS AND STATE RECORDS
ALBANY

ams

FILING RECEIPT - MISC.

TYPE OF CERTIFICATE Amendment	
CORPORATION NAME MARSHALL RESEARCH ANIMALS, INC.	DATE FILED June 17, 1977
59 Wayne	FILM NO. A 408816-4
LOCATION OF PRIN. OFFICE changing shares	
FILER AND ADDRESS	Donald R. Fox, Esq. % Harris, Maloney, Horwitz & Evans 220 - 233 Powers Bldg. Rochester, NY 14614
6 DOLLAR FEE TO COUNTY	
FEES AND/OR TAX PAID AS FOLLOWS:	
<input checked="" type="checkbox"/> CHK. <input type="checkbox"/> M.O. <input type="checkbox"/> CASH	\$ 30

\$ 30 FILING
\$ TAX
\$ CERTIFIED COPY
\$ CERTIFICATE

TOTAL \$ 30
REFUND OF \$

TO FOLLOW

MARIO M. CUOMO
SECRETARY OF STATE

R 662-518M

Marshall Research Animals, Inc.



R.D. #1, Box 91 / North Rose, New York 14516 / Phone 315-587-2295
SERVING RESEARCH SINCE 1939

BOARD OF DIRECTORS

Annual Meeting

NYS DEPARTMENT OF STATE

FILING RECEIPT AMENDMENT-CHANGE OF NAME (BUSINESS)

CORPORATION NAME

MARSHALL FARMS USA, INC.

<u>DATE FILED</u>	<u>DURATION & COUNTY CODE</u>	<u>FILM NUMBER</u>	<u>CASH NUMBER</u>
09/14/84	WAYN	B141784-2	406778

NUMBER AND KIND OF SHARES

LOCATION OF PRINCIPAL OFFICE

COMMENTS:

*INFO

ADDRESS FOR PROCESS

REGISTERED AGENT

FEES AND/OR TAX PAID AS FOLLOWS:

AMOUNT OF CHECK \$ _____ AMOUNT OF MONEY ORDER \$00070.00 AMOUNT OF CASH \$ _____

~~6.00~~ DOLLAR FEE TO COUNTY

\$ 060.00 FILING
 \$ TAX
 \$ CERTIFIED COPY
 \$ CERTIFICATE
 010.00 MISCELLANEOUS
 TOTAL PAYMENT \$ 000070.00

FILER NAME AND ADDRESS

HARRIS MALONEY HORWITZ EVANS
 & FOX
 700 1ST FEDERAL PLAZA
 ROCHESTER NY 14164

REFUND OF \$

TO FOLLOW

380604-003 (1/83)

GAIL S SHAFER - SECRETARY OF STATE

Original is filed in the minutes.

Apostille

(Convention de La Haye du 5 Octobre 1961)

1. Country: **United States of America**
This public document
2. has been signed by **Randy A. Daniels**
3. acting in the capacity of **Secretary of State**
4. bears the seal/stamp of the **Department of State**

Certified

5. At New York, New York
6. the 16th day of February 2005
7. by Special Deputy Secretary of State, State of New York
8. No. NYC-10139892B
9. Seal/Stamp
10. Signature



James Bizzarri
Special Deputy Secretary of State

State of New York } **ss:**
Department of State

I hereby certify, that the Certificate of Incorporation of MARSHALL FARMS GROUP, LTD. was filed on 03/10/1967, under the name of MARSHALL RESEARCH ANIMALS, INC., with perpetual duration, and that a diligent examination has been made of the Corporate index for documents filed with this Department for a certificate, order, or record of a dissolution, and upon such examination, no such certificate, order or record has been found, and that so far as indicated by the records of this Department, such corporation is an existing corporation. I further certify the following:

A Certificate of Amendment was filed on 06/17/1977.

A certificate changing name to MARSHALL FARMS USA, INC. was filed on 09/14/1984.

A Biennial Statement was filed 04/19/1994.

A Biennial Statement was filed 04/04/1997.

A Certificate of Amendment was filed on 09/10/1997.

A Biennial Statement was filed 03/25/1999.

A Biennial Statement was filed 03/20/2001.

A Certificate of Merger was filed on 01/16/2002.

A Biennial Statement was filed 04/09/2003.

A certificate changing name to MARSHALL FARMS GROUP, LTD. was filed on 08/23/2004.

I further certify, that no other documents have been filed by such Corporation.

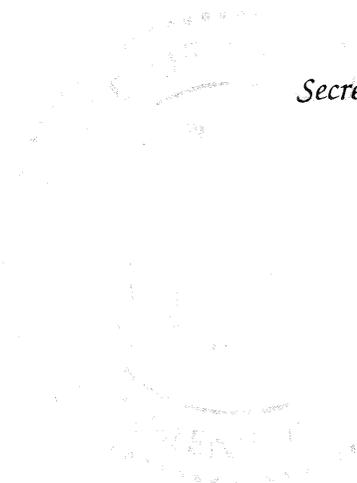
(page 2) - MARSHALL FARMS GROUP, LTD.

*Witness my hand and the official seal
of the Department of State at the City
of Albany, this 11th day of February
two thousand and five.*



Secretary of State

200502140286 58



**MINUTES OF THE BOARD OF DIRECTORS
OF
MARSHALL FARMS USA INC.**



New York State Department of Taxation and Finance

Processing Division - Corporation Tax
W A Harriman Campus
Albany NY 12227

Corporation Tax Account Information
If corrections to our records are necessary, return this form as soon as possible to ensure proper identification.

MARSHALL FARMS GROUP, LTD.
5800 LAKE BLUFF RD
NORTH ROSE NY 14516

Form with fields for Identification number, File number (AA2*), Current filing period (12-31-04), 1. Federal EIN, 2. Daytime telephone number (315-587-2295), 3. Correct mailing address, 4. Correct physical address.

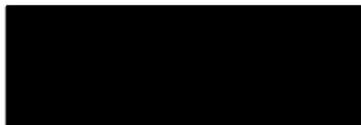
This form is designed to provide you with the identification number, file number, and current filing period assigned to your New York State Corporation Tax account.

If you do not have a FEIN, and a TF prefixed number is printed above, use this identification number when applying for a Sales and Use Tax Certificate of Authority or filing returns for New York State Employer's income tax withheld.

- Box 1 - Enter your federal employer identification number.
-Box 2 - Enter your daytime telephone number.
-Box 3 - Enter your correct mailing address, if different from the preprinted address above.
-Box 4 - Enter your correct physical address, if different from mailing address.

If you have business tax account(s) with identification number(s) other than the number shown in the box labeled Identification number above, enter the information below.

- A. Sales and use tax identification number
B. Withholding tax identification number



You may request a sales tax registration packet and/or a new employer packet by calling the telephone numbers below.

If you have made any corrections or have entered any account information for A or B above, return this form in the enclosed preaddressed envelope.

For information regarding your corporation tax filing requirements, refer to the instructions on the enclosed form.

Corporation tax section

Table with 3 columns: If you are located: (Inside/Outside New York State), For forms and publications call: (1-800-462-8100, (518) 485-6800), For information call: (1-800-972-1233, (518) 485-6800)

CSC 45

CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF INCORPORATION
OF
MARSHALL FARMS USA, INC.

Under Section 805 of the Business Corporation Law

The undersigned, being the President and Secretary of Marshall Farms USA, Inc., and pursuant to the provisions of Section 805 of the Business Corporation law, do hereby certified:

1. The Corporation was originally formed under the name Marshall Research Animals, Inc. pursuant to a Certificate of Incorporation filed with the Department of State on March 10, 1967.

2. A Certificate of Amendment to the original Certificate of Incorporation was filed with the Department of State on September 14, 1984 changing the name of the Corporation to Marshall Farms USA, Inc.

3. The provisions of Paragraph First of the Certificate of Incorporation are hereby amended to state as follows:

First: The name of this Corporation is Marshall Farms Group, Ltd.

4. The provisions of Paragraph Fifth of the Certificate of Incorporation shall be amended to provide as follows:

Fifth: The Secretary of State of the State of New York is hereby designated the agent of this Corporation upon whom process against this Corporation may be served. The post office address to which the Secretary of State shall mail a copy of any process against this Corporation served upon him/her as agent of this Corporation is 5800 Lake Bluff Road, North Rose, New York 14516.

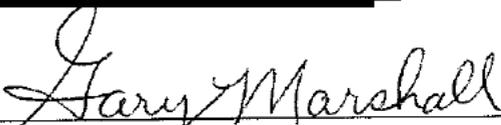
5. The foregoing amendments were duly authorized by the unanimous vote of the shareholders following unanimous approval by the Board of Directors.

IN WITNESS WHEREOF the undersigned have executed and signed this Amendment to the Certificate of Incorporation on this date opposite their names.

Dated: ~~July~~ ^{Aug} 10th, 2004


SCOTT MARSHALL, PRESIDENT


Dated: ~~July~~ ^{Aug} 12, 2004


GARY MARSHALL, SECRETARY




FILING RECEIPT

=====

ENTITY NAME: MARSHALL FARMS GROUP, LTD.

DOCUMENT TYPE: AMENDMENT (DOMESTIC BUSINESS)
 PROCESS NAME

COUNTY: WAYN

SERVICE COMPANY: CORPORATION SERVICE COMPANY

SERVICE CODE: 45

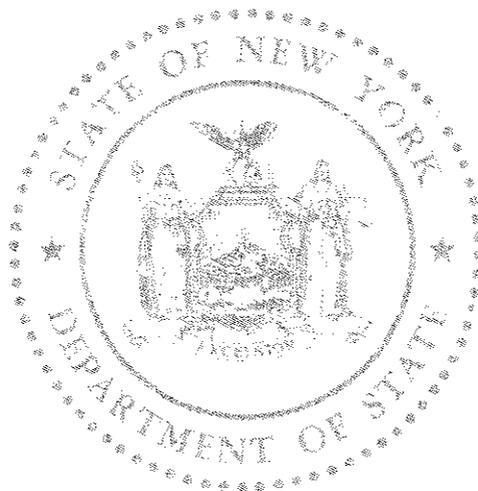
=====

FILED:08/23/2004 DURATION:***** CASH#:040823000042 FILM #:040823000040

ADDRESS FOR PROCESS

THE CORPORATION
 5800 LAKE BLUFF ROAD
 NORTH ROSE, NY 14516

REGISTERED AGENT



FILER	FEE	AMOUNT	PAYMENT TYPE	AMOUNT
-----	-----	120.00	PAYMENTS	120.00
EVANS & FOX, LLP, ATTORNEY FOR @	FILING	60.00	CASH	0.00
95 ALLENS CREEK ROAD	TAX	0.00	CHECK	0.00
SUITE 103	CERT	0.00	CHARGE	0.00
ROCHESTER, NY 14618	COPIES	10.00	DRAWDOWN	120.00
	HANDLING	50.00	BILLED	0.00
			REFUND	0.00

CSC 45

Please file the enclosed Certificate of Assumed Name for the above corporation. Fees¹ for filing of \$50.00 is enclosed.

✓ Please forward 1 certified copy(ies) of the original certificate. Fees² of \$10.00 for certified copy(ies) are enclosed.

Our² attorney check for \$60.00 to cover the cost of filing and the certified copy(ies) is enclosed. Send the receipt(s) and certified copy(ies) to Donald R. Fox, Esq., Evans & fos LLP, 95 Allens Creek Road, Rochester, New York 14618

Print or type name Scott Marshall

Signature [Handwritten Signature]

1 See "FEES" section of form for amount of filing fees. 2 See reverse side for certified copy fees and method of payment.

Separate at perforation before mailing

New York State DEPARTMENT OF STATE CORPORATIONS AND STATE RECORDS DIVISION 162 Washington Avenue Albany, NY 12231

CORPORATION - CERTIFICATE OF ASSUMED NAME (Pursuant to Section 130 General Business Law)

FEES: THE FILING FEE PAYABLE TO THE SECRETARY OF STATE IS \$25.00 PLUS A \$25.00 FEE FOR EACH COUNTY LISTED IN WHICH BUSINESS WILL BE TRANSACTED UNDER ASSUMED NAME.

1. Corporation name Marshall Farms Group, Ltd.

2. Law corporation formed under: [X] Business [] Not-for-Profit [] Education [] Insurance [] Other (specify)

3. Assumed name Marshall Farms USA

4. Principal place 5800 Lake Bluff Road, North Rose, New York 14516 of business in No. and Street

*[] If none, check box and insert principal out-of-state address above.

5. Counties in which business will be conducted under assumed name.

[] All counties [] If not all, circle which counties below

Table of New York counties: Albany, Chenango, Essex, Jefferson, New York City, Oneida, Putnam, Schuyler, Ulster, Allegany, Clinton, Franklin, Lewis, Bronx, Onondaga, Rensselaer, Seneca, Warren, Broome, Columbia, Fulton, Livingston, Kings, Ontario, Rockland, Steuben, Washington, Cattaraugus, Cortland, Genesee, Madison, New York, Orange, St. Lawrence, Suffolk, Wayne, Cayuga, Delaware, Greene, Monroe, Queens, Orleans, Saratoga, Sullivan, Westchester, Chautauqua, Dutchess, Hamilton, Montgomery, Richmond, Oswego, Schenectady, Tioga, Wyoming, Chemung, Erie, Herkimer, Nassau, Niagara, Otsego, Schoharie, Tompkins, Yates

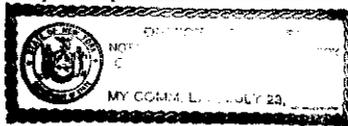
6. The addresses of each location within New York State where business is or will be conducted under assumed name - list on reserve side. If no business locations in New York State, check box []

Corporation officer signature [Handwritten Signature] Type name and office Scott Marshall, President

ACKNOWLEDGEMENT (Must be completed)

STATE OF NEW YORK) COUNTY OF WAYNE) ss:

On this 10 day of August, in the year 2004, before me the undersigned, a Notary Public in and for said State, personally appeared Scott Marshall, as President, of Marshall Farms Group, Ltd., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or person upon behalf of which the individual acted executed the instrument.



[Handwritten Signature] DENISE J. PATCHEN Notary Public, State of New York No. 4969769 Qualified in Wayne County Commission Expires July 23, 2006

Filer's name Donald R. Fox, Esq.

Date filed

Filer's address 95 Allens Creek Road Rochester NY 14618 No. and Street City State Zip Code

GBL § 130(4): A certified copy of the original certificate, or if an amended certificate has been filed, then of the most recent amended certificate filed shall be conspicuously displayed on the premises at each place in which the business for which the same was filed is conducted.

CERTIFIED COPY FEES: \$10.00 for each certified copy. The material on this page is requested by the Department of State for the purposes of the exceptions referred to in the Application for Registration as a Registered Organization

PAYMENT: Certified check, money order or bank check. An attorney's check will be accepted up to \$250.00. You may use one check to cover filing fees and certified copy fees.

0351836

CERTIFICATE OF ASSUMED NAME

OF

MARSHALL FARMS GROUP, LTD.

Section 130 of the General Business Law

CSC 45

C351836

Filer:

Evans & Fox Llp
Suite 103
95 Allens Creek Road
Rochester, NY 14618

Cust. Ref#856706AJC

128380

RECEIVED

2004 AUG 24 AM 9:04

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State of New York - Department of State

File Date AUG 24 2004

Amt of Ck/Charge \$ 110 Auth # _____

Filing Fee \$ 25 Cnty Fee \$ 25

(#) 1 Copy Fee \$ 10 Refund \$ _____

Spec Handle C \$ 25 Spec Handle F \$ 25

By: WRJ

607700-4
WRJ

FILING RECEIPT

ENTITY NAME : MARSHALL FARMS GROUP, LTD.

DOCUMENT TYPE : ASSUMED NAME CERTIFICATE

SERVICE COMPANY : CORPORATION SERVICE COMPANY

CODE: 45

FILED: 08/24/2004

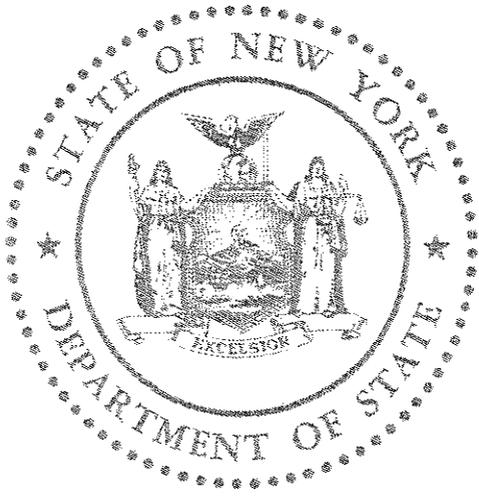
CASH#: 128380

FILM#: C351836-3

PRINCIPAL LOCATION

5800 LAKE BLUFF ROAD

NORTH ROSE
NY 14516



COMMENT:

ASSUMED NAME

MARSHALL FARMS USA

FILER	* FEES	: 110.00	PAYMENTS:	110.00
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	* FILING	: 25.00	CASH	:
	* COUNTY	: 25.00	CHECK	: 00110.00
	* COPIES	: 10.00	C CARD	:
	* MISC	:		
	* HANDLE	: 50.00		
	* -----			
			REFUND:	-----

EVANS & FOX LLP
SUITE 103
95 ALLENS CREEK ROAD
ROCHESTER NY 14618

Marshall Farms Group, Ltd.
Corporate name

Marshall BioResources
Assumed name

CSC 45

Please file the enclosed Certificate of Assumed Name for the above corporation. Fees¹ for filing of \$50.00 is enclosed.

✓ Please forward 1 certified copy(ies) of the original certificate. Fees² of \$10.00 for certified copy(ies) are enclosed.

Our² attorney check for \$60.00 to cover the cost of filing and the certified copy(ies) is enclosed. Send the receipt(s) and certified copy(ies) to Donald R. Fox, Esq., Evans & fos LLP, 95 Allens Creek Road, Rochester, New York 14618

Print or type name Scott Marshall.

Signature *Scott Marshall*

1 See "FEES" section of form for amount of filing fees. 2 See reverse side for certified copy fees and method of payment.

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New York State
DEPARTMENT OF STATE
CORPORATIONS AND STATE RECORDS DIVISION
162 Washington Avenue
Albany, NY 12231

CORPORATION - CERTIFICATE OF ASSUMED NAME
(Pursuant to Section 130 General Business Law)

FEES: THE FILING FEE PAYABLE TO THE SECRETARY OF STATE IS \$25.00 PLUS A \$25.00 FEE FOR EACH COUNTY LISTED IN WHICH BUSINESS WILL BE TRANSACTED UNDER ASSUMED NAME.

1. Corporation name Marshall Farms Group, Ltd.

2. Law corporation formed under: Business Not-for-Profit Education Insurance
 Other (specify) _____

3. Assumed name Marshall BioResources

4. Principal place of business in 5800 Lake Bluff Road, North Rose, New York 14516
No. and Street

* If none, check box and insert principal out-of-state address above.

5. Counties in which business will be conducted under assumed name.
 All counties
 If not all, circle which counties below

Albany	Chenango	Essex	Jefferson	New York City	Oneida	Putnam	Schuyler	Ulster
Allegany	Clinton	Franklin	Lewis	Bronx	Onondaga	Rensselaer	Seneca	Warren
Broome	Columbia	Fulton	Livingston	Kings	Ontario	Rockland	Steuben	Washington
Cattaraugus	Cortland	Genesee	Madison	New York	Orange	St. Lawrence	Suffolk	Wayne
Cayuga	Delaware	Greene	Monroe	Queens	Orleans	Saratoga	Sullivan	Westchester
Chautauqua	Dutchess	Hamilton	Montgomery	Richmond	Oswego	Schnectady	Tioga	Wyoming
Chemung	Erie	Herkimer	Nassau	Niagara	Otsego	Schoharie	Tompkins	Yates

CSC 51838

6. The addresses of each location within New York State where business is or will be conducted under assumed name - list on reserve side. If no business locations in New York State, check box

Corporation officer signature *Scott Marshall*
Type name and office Scott Marshall, President

ACKNOWLEDGEMENT (Must be completed)

STATE OF NEW YORK)
COUNTY OF WAYNE) ss:

On this 10 day of August, in the year 2004, before me the undersigned, a Notary Public in and for said State, personally appeared Scott Marshall, as President, of Marshall Farms Group, Ltd., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or person upon behalf of which the individual acted executed the instrument.

The material on this page is requested to be exempt from disclosure under FOIL pursuant to the exceptions referred to in the Application for Registration as a Registered Organization

DENISE J. PATCHEN
Notary Public, State of New York
No. 4969769

Denise J. Patchen
NOTARY PUBLIC

CERTIFICATE OF ASSUMED NAME
OF
MARSHALL FARMS GROUP, LTD.

Section 130 of the General Business Law

C351838 2004 AUG 24 AM 11:28

FILED

FILED

2004 AUG 24 AM 11:20

GSG 45

Filer:

Evans & Fox Llp
Suite 103
95 Allens Creek Road
Rochester, NY 14618

Cust. Ref#856706AJC

STATE OF NEW YORK
DEPARTMENT OF
STATE

File Date AUG 24 2004

Amt of Ck/Charges 110

Auth # _____

Filing Fee \$ 25

County Fee \$ 25

Copy Fee \$ 10

Refund \$ _____

Spec Handle \$ C 25

Spec Handle \$ F 25

By: EDM

607700-4

RECEIVED

2004 AUG 24 AM 9:04

128382

FILING RECEIPT

ENTITY NAME : MARSHALL FARMS GROUP, LTD.

DOCUMENT TYPE : ASSUMED NAME CERTIFICATE

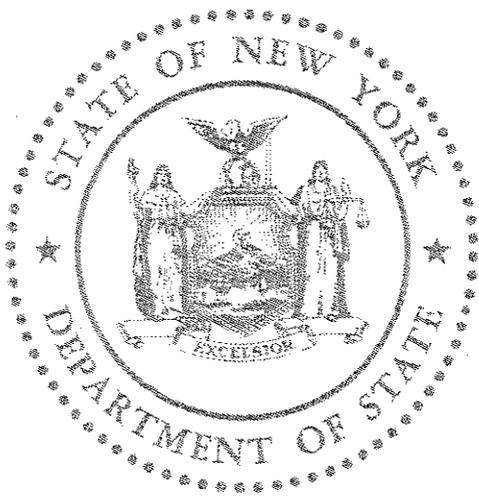
SERVICE COMPANY : CORPORATION SERVICE COMPANY CODE: 45

FILED: 08/24/2004 CASH#: 128382 FILM#: C351838-3

PRINCIPAL LOCATION

5800 LAKE BLUFF ROAD

NORTH ROSE
NY 14516



COMMENT:

ASSUMED NAME

MARSHALL BIORESOURCES

FILER	* FEES	: 110.00	PAYMENTS:	110.00
-----	* -----		-----	
	* FILING	: 25.00	CASH	:
	* COUNTY	: 25.00	CHECK	: 00110.00
	* COPIES	: 10.00	C CARD	:
	* MISC	:		
	* HANDLE	: 50.00		
	*		REFUND:	
	*		-----	

EVANS & FOX LLP
SUITE 103
95 ALLENS CREEK ROAD
ROCHESTER NY 14618

CERTIFICATE OF INCORPORATION
OF
MARSHALL RESEARCH ANIMALS, INC.

Under Section 402 of the
Business Corporation Law

The undersigned, for the purpose of forming a corporation pursuant to Section 402 of the Business Corporation Law of the State of New York, do hereby certify:

FIRST: The name of this corporation is

MARSHALL RESEARCH ANIMALS, INC.

SECOND: The purpose or purposes for which this corporation is formed are:

(1) To breed, raise, grow, care for, buy, own, sell, transport and deal in and with animals, birds, fish and reptiles of every kind and description principally for, but not limited to, purposes of research; to construct kennels, stables, barns, aquaria, aviaries, and other buildings or structures for the housing of said animals, birds, fish or reptiles; to conduct a boarding house for the care of animals; to prepare animals, birds, fish and reptiles of every kind and description for research purposes; to conduct research thereon; to buy, sell, manufacture, and deal generally in food, supplies and equipment of all kinds for animals, birds, fish and reptiles of every kind and description and to carry on testing of, comparison of and research on any and all such items; to breed, raise, grow, buy, own, sell, and deal in and with mink and other fur-bearing animals and the products therefrom, and to do any and all business as shall be necessary, convenient, or incidental to any of the foregoing purposes;

(2) To conduct a general farming business, including the raising, growing and producing of farm and orchard crops of every kind and description and dairy products of every kind and description; to breed, raise, grow, buy, own, sell, and deal in animals for meat and dairy purposes; to breed, raise, grow, buy, own, sell, and deal in equine animals; to raise, grow and produce, buy, own, sell and deal in trees, plants and shrubbery of every kind and description;

(3) To purchase, receive, take by grant, gift, devise, bequest or otherwise, lease, or otherwise acquire, own, hold, improve, employ, use, sell, and otherwise deal in and with, real or personal property, or any interest therein, wherever situated;

(4) To do all and everything necessary, suitable or proper for the accomplishment of any of the purposes, the attainment of any of the objects or the furtherance of any of the powers hereinbefore set forth, either alone or in connection with other corporations, firms, or individuals and either as principals, or agents, and to do every other act or acts, things incidental or appurtenant to or growing out of or connected with the aforesaid objects, purposes or powers or any of them.

The foregoing enumeration of specific powers shall not be deemed to limit or restrict in any manner the general powers of the corporation, and the enjoyment and exercise thereof, as conferred by the laws of the State of New York upon corporations organized under the provisions of the Business Corporation Law.

THIRD: The office of this corporation is to be located at R. D., North Rose, in the Town of Huron, County of Wayne, State of New York.

FOURTH: The aggregate number of shares which this corporation shall have authority to issue is Two Hundred (200), all of which are to be of one class,

Redacted pursuant to N.Y. Public Officers Law, Art. 6

Redacted pursuant to N.Y. Public Officers Law, Art. 6

Redacted pursuant to N.Y. Public Officers Law, Art. 6

By-Laws C

Redacted pursuant to N.Y. Public Officers Law, Art. 6

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Redacted pursuant to N.Y. Public Officers Law, Art. 6

CERTIFICATE OF INCORPORATION

OF

MARSHALL PET PRODUCTS, INC.

Under Section 402 of the Business Corporation Law

Harris Evans Fox & Chesworth
400 East Avenue
Rochester, NY 14607
Reference Number: H0810-016469

CERTIFICATE OF INCORPORATION

OF

MARSHALL PET PRODUCTS, INC.

Under Section 402 of the Business Corporation Law

IT IS HEREBY CERTIFIED THAT:

FIRST: The name of the corporation is: MARSHALL PET PRODUCTS, INC.

SECOND: The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized pursuant to the Business Corporation Law of the State of New York. The Corporation is not to engage in any act or activity requiring any consents or approvals by law without such consent or approval first being obtained.

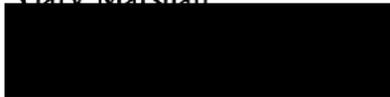
For the accomplishment of the aforesaid purposes, and in furtherance thereof, the Corporation shall have, and may exercise, all of the powers conferred by the Business Corporation Law upon corporations formed thereunder, subject to any limitations contained in Article 2 of said law or in accordance with the provisions of any other statute of the State of New York.

THIRD: The number of shares which the corporation shall have the authority to issue is 200 at no par value.

FOURTH: The principal office of the corporation is to be located in the County of Wayne State of New York.

FIFTH: The Secretary of State is designated as the agent of the corporation upon whom process against the corporation may be served. The post office address within the State of New York to which the Secretary of State shall mail a copy of any process against the corporation served upon him is:

c/o Gary Marshall



The undersigned incorporator is of the age of eighteen years or older.

IN WITNESS WHEREOF, this certificate has been subscribed this 31st day of March, 1993 by the undersigned who affirms that the statements made herein are true under the penalties of perjury.

Joan Terry
Joan Terry, Incorporator

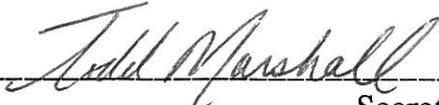
500 Central Avenue, Albany, NY 12206
Address

BY-LAWS

-OF-

MARSHALL PET PRODUCTS, INC.

Certified to be a true and correct
copy of the By-Laws of the
Corporation, adopted by the
Incorporator without a Meeting
on April 1, 1993.



TODD MARSHALL Secretary

BY-LAWS
OF
MARSHALL PET PRODUCTS, INC.

ARTICLE I

MEETING OF SHAREHOLDERS

SECTION I. Annual Meeting. The Annual Meeting of the Shareholders of the Corporation shall be held on the 1st Friday After Thanksgiving, or if a legal holiday, on the next secular day, or such date and hour as may be fixed by the Board of Directors and for the transaction of such business as may properly be brought before such meeting.

SECTION 2. Special Meetings. Special Meetings of the Shareholders of the corporation may be held at any time in the interval before Annual Meetings. Special Meetings may be called by the President, or by request at a majority of the Board of Directors, or by the Secretary upon the written request of the holders of not less than twenty-five percent (25%) of the shares of stock outstanding and entitled to vote, such written request shall state the purpose of the Meeting and matters proposed to be acted upon reasonable estimated cost of preparing and mailing notices of such meeting. Nothing contained herein shall limit the right and power of Directors and Shareholders to require a Special Meeting for the election of Directors pursuant to Section 603 of the New York Business Corporation Law, at that Section may from time to time be amended.

SECTION 3. Place of Meetings. Annual and Special Meetings of the Shareholders of the Corporation shall be held at the principal office of the Corporation or at such other place within or without the State of New York as the Board of Directors may from time to time determine.

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SECTION 4. Notice of Meetings. Written or printed notice of the time and place and purpose or purposes of all meetings of the Shareholders shall be given personally, or by first class mail, not less than ten (10) days nor more than fifty (50) days before the day fixed for the meeting, to each Shareholder entitled to vote at said meeting, and such notice must indicate that it is being issued by or at the direction for the person or persons calling the meeting. Such notice must also be given to and Shareholders who, by reason of any action proposed at such meeting, would be entitled to have his stock appraised, if such action were taken, and such notice must specify the proposed action and state the fact that if the action is taken, the dissenting Shareholder shall have all of the appraisal rights as such rights are set forth in Section 623 of the New York Business Corporation Law. Such notice shall be given to the shareholder by leaving the same with him at his residence or usual place of business or by mailing it, certified mail, return receipt requested, postage prepaid and addressed to him at his address as it appears on the books of the Corporation, unless he shall have filed with the Secretary of the Corporation a written request that notices intended for him be mailed to some other address, in which event it shall be mailed to the address designated in such request. Notices of every Annual and Special meeting shall state the place, day, hour and purpose or purposes of such meeting; and, in case of any Special Meeting, no business shall be acted upon which has not been stated in the notice of the meeting. The notices, as provided for in the Section, are not required to be given to any shareholder who submits a signed written waiver of notice, in person or by proxy, whether before or after the meeting. The attendance of any Shareholder at a meeting, in person or by proxy, without protesting prior to the conclusion of the meeting the lack of notice of such meeting, shall constitute a waiver of notice by him. No notice of any adjourned meeting of Shareholders need be given, unless the Board of Directors fixes a new record date for the adjourned meeting. The notices, as provided for in the Section, are not required to be given to any Shareholder who submits a signed written waiver of notice, in person or by proxy, whether before or after the meeting. The attendance of any Shareholder at a meeting, in person or by proxy, without protesting prior to the conclusion of the meeting the lack of notice of such meeting, shall

By-Laws

constitute a waiver of notice by him. No notice of an adjourned meeting shareholders need be given, unless the Board of Directors fixes a new record date for the adjourned meeting.

SECTION 5. Record Dates. For the purposes of determining the Shareholders entitled to notice of or to vote at a Shareholder's meeting or any adjournment thereof, the Board of Directors may fix a date of record which shall not be more than fifty (50) days nor less than (10) days before said meeting date. For the purpose of determining Shareholders entitled to express consent to or dissent from any proposal without a meeting, or for determining Shareholders entitled to receive payment of a dividend or the allotment of any rights, or for any other action, the Board of Directors may fix a date of record which shall not be more than fifty (50) days prior to such action.

SECTION 6. Quorum. At all meetings of Shareholders, except as otherwise provided by law, in order to constitute a quorum, there shall be present in person or represented by proxy, Shareholders owning a majority in number of the shares of the Corporation issued and outstanding and entitled to vote thereat; but if there be no quorum, the holders of such shares so present or represented may by majority vote adjourn the meeting from time to time, but not for a period of over thirty (30) days at any one time, without notice other than by announcement at the meeting until a quorum shall attend. At any such adjournment of the meeting, at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally called. When a quorum is once present, it is not broken by the subsequent withdrawal of any Shareholder.

SECTION 7. Voting. At all meetings of the Shareholders, each Shareholder, entitled to vote thereat, may vote in person or by proxy, and shall have one (1) vote for each share standing in his name on the books of the Corporation, unless otherwise provided in the Certificate of Incorporation or any amendments thereto. Upon demand of the Shareholders holding ten percent (10%) in interest of the shares, present in

By-Laws

person or by proxy, and entitled to vote, voting shall be by ballot. A plurality of votes cast shall be sufficient to elect Directors, and a majority of votes cast shall be sufficient to take any other corporate action, except as otherwise provided by law, or these By-Laws.

SECTION 8. Proxies. Every proxy shall be in writing, signed by the Shareholder or his duly authorized attorney and dated. No proxy which is dated more than eleven (11) months before the meeting at which it is offered shall be accepted, unless such proxy shall, on its face, name a longer period for which it is to remain in force.

SECTION 9. Conduct of Meetings. Meetings of the Shareholders shall be presided over by the President of the Corporation, or in his absence, by the Chairman of the Board of Directors, if any, or in the absence of both of them, by an Executive Vice President, if any, or in the absence of all such officers, by a Chairman to be chosen at the Meeting. The Secretary of the Corporation shall act as Secretary of the Meeting, if present.

SECTION 10. Action Without a Meeting. Whenever Shareholders are required or permitted to take any action by vote, such action may be taken without a meeting on written consent, setting forth the action so taken, signed by the holders of all outstanding shares entitled to vote thereon. Such written consent shall have the same effect as a unanimous vote of Shareholders.

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ARTICLE II

BOARD OF DIRECTORS

SECTION 1. Election and Powers. The Board of Directors shall have, and be responsible for, the management and control of the affairs and business of the Corporation. The Directors shall be elected by the Shareholders at each annual meeting of Shareholders and each Director shall serve until his successor is elected or appointed and qualified, unless his directorship be theretofore vacated by resignation, death, removal or otherwise.

SECTION 2. Number. The number of Directors constituting the entire Board of Directors shall be such number, not less than three (3), as shall be designated by resolution of the Board of Directors adopted prior to the election of Directors at the Annual Meeting of the Shareholders. In the absence of such resolution the number of Directors to be elected at such Annual Meeting shall be the number last fixed by the Board of Directors. Any Board action designating a change in the number of directors shall require a vote of a majority of the entire Board. The "entire Board" as used in this Article shall mean the total number of Directors which the Corporation would have if there were no vacancies. Notwithstanding the provisions of this Section, where all of the shares of the Corporation are owned beneficially and of record by less than three (3) Shareholders, the number of Directors may be less than three (3) but not less than the number of Shareholders.

By-Laws

SECTION 3. Vacancies. Vacancies in the Board of Directors (including any resulting from an increase in the number of Directors) created for any reason except the removal by the Shareholders of a Director or Directors, may be filled by vote of the Board of Directors. If, however, the number of Directors then in office is less than a quorum, vacancies may be filled by a vote of a majority of the Directors then in office. Successor Directors elected under this Section shall hold office for the unexpired portion of the term of the Director whose place is vacant. In the event of an increase in the number of Directors, additional Directors elected under this Section shall hold office until their successors have been duly elected or appointed and qualified.

SECTION 4. Removal. At any meeting of the Shareholders duly called, any Director may, by vote of the holders of a majority of the shares entitled to vote in the election of Directors, be removed from office, with or without cause, and another may be elected by such Shareholders in the place of the Director so removed, to serve for the remainder of the term.

SECTION 5. Meetings. Regular Meetings of the Board of Directors shall be held at such times as the Directors may from time to time determine. Special Meetings of the Board of Directors shall be held at any time, upon call from the Chairman of the Board, the President or of at least one-third (1/3) of the Directors.

SECTION 6. Place of Meetings. Regular and Special Meetings of the Board of Directors shall be held at the principal office of the Corporation or at such other place, within or without the State of New York, as the Board of Directors, may from time to time determine.

By-Laws

SECTION 7. Notice of Meeting. Notice of the place, day and hour of every regular and special meeting shall be given to each Director by delivering the same to him personally or sending the same to him by telegraph or leaving the same at his residence or usual place of business, at least one (1) day before the meeting, or shall be mailed to each Director, postage prepaid and addressed to him at the last known Post Office address according to the records of the Corporation, at least three (3) days before the meeting. No notice of any adjourned meeting of the Board of Directors need to be given other than by announcement at the meeting, subject to the provisions of Section 9 of this Article.

SECTION 8. Waiver of Notice. Notice of a meeting need not be given to any Director who submits a signed written waiver thereof whether before, during or after the meeting, nor to any Director who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to him.

SECTION 9. Quorum. A majority of the entire Board of Directors shall be necessary to constitute a quorum for the transaction of business at each meeting of the Board of Directors; but if at any meeting there be less than a quorum present, a majority of those present may adjourn the meeting, until a quorum shall attend. At any such adjournment, at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally called.

SECTION 10. Action Without a Meeting. Any action required or permitted to be taken by the Board of Directors or any committee thereof at a duly held meeting may be taken without a meeting if all members of the Board of Directors or the committee consent in writing to the adoption of a resolution authorizing the action. Such resolution and the written consents thereto by the members of the Board of Directors or committee shall be filed with the minutes of the proceedings of the Board of Directors or the committee.

By-Laws

SECTION 11. Personal Attendance by Conference Communication Equipment. Any one or more members of the Board of Directors or any committee thereof may participate in a meeting of such Board or committee by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at the meeting.

SECTION 12. Compensation. Directors as such shall not receive any stated compensation for their services, but by resolution of the Board of Directors a fixed sum and expenses of attendance may be allowed for attendance at each special or regular meeting thereof. Nothing in this Section will be construed to preclude a Director from serving the Corporation in any other capacity and from receiving compensation therefor.

SECTION 13. Executive Committee and Other Committees. The Board of Directors may, in its discretion, by an affirmative vote of a majority of the whole Board of Directors appoint an Executive Committee, or any other committee, to consist of three (3) or more Directors as the Board of Directors may from time to time determine. The Executive Committee shall have and may exercise between meetings of the Board of Directors all the powers of the Board of Directors in the management of the business and affairs of the Corporation, and other committees shall have those powers conferred upon them by the Board of Directors, except that no committee shall have power:

- (a) To recommend to Shareholders any action requiring Shareholder approval;
- (b) To fill vacancies in the Board of Directors or in any committee thereof;
- (c) To fix compensation of Directors for service on the Board of Directors of any committee thereof;

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- (d) To repeal, amend or adopt by-laws;
- (e) To amend or repeal any Board of Directors resolution which does not by its terms, make it amendable or repealable by such committee;
- (f) To remove, or fix the compensation of, officers who are elected by the Board of Directors.

In the absence of any member of the Executive Committee or of any other committee, the members thereof present at any meeting may appoint a member of the Board of Directors previously designated by the Board of Directors as a committee alternate to act in place of such absent member. The Board of Directors shall have the power at any time to change the membership of any committee, to fill vacancies in it, or dissolve it. The Executive Committee and any other committee may make rules for the conduct of its business, and may appoint such committees and assistants as may from time to time be necessary, unless the Board of Directors shall provide otherwise. A majority of the members of the Executive Committee and of any other committee shall constitute a quorum.

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ARTICLE III

OFFICERS

SECTION 1. Election of Officers. The Board of Directors at any duly held meeting thereof, shall elect a President, a Secretary and Treasurer of the Corporation, and may elect a Chairman of The Board from among the directors of the Corporation, one or more Vice Presidents and any other officers. Each such officer shall serve at the pleasure of the Board of Directors or until his successor shall have been elected or appointed and qualifies or until he shall have resigned, shall have deceased or shall have been removed in the manner provided in Section 3 of this Article. Any two offices may be held by the same person, except that no person shall hold the office of President and Secretary concurrently. When all of the stock of the Corporation is owned by one person, such person may hold all or any combination of offices. Any vacancies in the above offices shall be filled in the same manner.

SECTION 2. Assistant and Subordinate Officers. The Board of Directors may elect one or more Assistant Treasurers, one or more Assistant Secretaries and such other subordinate officers or agents as it may deem proper from time to time, who shall hold office at the pleasure of the Board of Directors (or the Executive Committee). The Board of Directors may from time to time authorize the President to appoint and remove such assistant and subordinate officers and agents and prescribe the powers and duties thereof.

SECTION 3. Removal. Any officers of the Corporation may be removed with or without cause by a vote of the majority of the entire Board of Directors of the Corporation then in office at a meeting called for that purpose whenever in their judgement the best interests of the Corporation may be served thereby.

By-Laws

SECTION 4. Compensation. The Board of Directors shall fix the compensation of all officers of the Corporation who are elected or appointed by the Board of Directors. The Board of Directors shall fix the compensation of all other officers of the Corporation, except that the Board of Directors may authorize the President to fix the compensation of such assistant and subordinate officers and agents as he is authorized to appoint and remove.

SECTION 5. Chairman of the Board. The Chairman of the Board, if there be one, shall preside at all meetings of the Board of Directors and shall perform such other duties as the Board of Directors may direct.

SECTION 6. President. The President shall be the Chief Executive Officer of the Corporation and shall, subject to the direction of the Board of Directors, have the general management of the affairs of the Corporation. The President shall preside at the meetings of the Shareholders. If there be no Chairman of the Board, or in his absence or inability to act, the President shall perform all duties of the Chairman of the Board, subject, however, to the control of the Board of Directors.

SECTION 7. Vice Presidents. Any one or more of the Vice Presidents may be designated by the Board of Directors as an Executive Vice President, or if there be more than one (1), the Board of Directors may determine which one or more of the Vice Presidents shall perform any of such duties or exercise any of such functions; if such determination is not made by the Board of Directors, the President may make such determination; otherwise, any of the Vice Presidents may perform any of such duties or exercise any of such functions. Each Vice President shall have such other powers and duties as may be properly designated by the Board of Directors and the President.

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SECTION 8. Secretary. The Secretary shall keep full minutes of all meetings of the Shareholders and of the Board of Directors in books provided for that purpose. He shall see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law. He shall be the custodian of the records and of the Seal or Seals of the Corporation. He shall affix the Corporation Seal to all documents, the execution of which on behalf of the Corporation, under the Seal, is duly authorized by the Board of Directors, and when so affixed may attest the same. He shall have such other powers and duties as may be properly designated by the Board of Directors and the President.

SECTION 9. Treasurer. The Treasurer shall keep correct and complete books and records of account for the Corporation. Subject to the control and supervision of the Board of Directors and the President, or such other officer as the President may designate, the Treasurer shall establish and execute programs for the provision of the capital required by the Corporation, including negotiating the procurement of capital and maintaining adequate sources for the Corporation's current borrowing from lending institutions. He shall maintain banking arrangements to receive, have custody of and disburse the Corporation's moneys and securities. He shall invest the Corporation's funds as required, establish and coordinate policies for investment in pension and other similar trusts, and provide insurance coverage as required. He shall direct the granting of credit and the collection of accounts due the Corporation, including the supervision of special arrangements for financing sales, such as time payments and leasing plans. He shall have such other powers and duties as may be properly designated by the Board of Directors and the President.

By-Laws

ARTICLE IV

SHARE CERTIFICATES

SECTION 1. Form and Signatures. The interest of each Shareholder of the Corporation shall be evidenced by certificates for shares in such form not inconsistent with the law or the Certificate of Incorporation, and any amendments thereof, as the Board of Directors may from time to time prescribe. The share certificates shall be signed by the President or a Vice President and by the Secretary or an Assistant Secretary or Treasurer or Assistant Treasurer, sealed with the seal of the Corporation, and countersigned and registered in such manner, if any, as the Board of Directors may by resolutions prescribe. Where any share certificate is counter-signed by a transfer agent or registered by a registrar, other than the corporation itself or its employee, the signatures of any such President, Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer, and such corporate seal, may be facsimiles engraved or printed. In case any officer who has signed or whose facsimile signature has been placed upon such certificate shall have ceased to be such officer before the share certificate is issued, such certificate may be issued by the Corporation with the same effect as if such person had not ceased to be such officer.

SECTION 2. Transfer of Shares. The shares of the Corporation shall be transferred on the books of the Corporation by the Registered holder thereof, in person or by his attorney, upon surrender for cancellation of certificates for the same number of shares, with a proper assignment and powers of transfer endorsed thereon or attached thereto, duly signed by the person appearing by the certificate to be the owner of the shares represented thereby, with such proof of the authenticity of the signature as the Corporation, or its agents, may reasonably require. Such certificate shall have affixed thereto all stock transfer stamps required by law. The Board of Directors shall have the power and authority to make all such other rules and regulations as it may deem expedient concerning the issue, transfer and registration of certificates for shares of the Corporation.

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SECTION 3. Mutilated, Lost, Stolen or Destroyed Certificates. The holder of any certificates representing shares of the Corporation shall immediately notify the Corporation of any mutilation, loss, theft or destruction thereof, and the Board of Directors may, in its discretion, cause one or more new certificates, for the same number of shares in aggregate, to be issued to such holder upon the surrender of the mutilated certificate, or in case of loss, theft or destruction and the deposit of indemnity by way of bond or otherwise in such form and amount and with such sureties or securities as the Board of Directors may require to indemnify the Corporation and transfer agent and registrar, if any, against loss or liability by reason of the issuance of such new certificates; but the Board of Directors may, in its discretion, refuse to issue such new certificates save upon the order of the court having jurisdiction in such matters.

SECTION 4. Stock Ledgers. The Stock Ledgers of the Corporation containing the names and addresses of the Shareholders and the number of shares held by them respectively shall be maintained at the principal office of the Corporation, or if there be a transfer agent, at the office of such transfer agent, as the Board of Directors shall determine.

SECTION 5. Transfer Agents and Registrars. The Corporation may have one or more transfer agents and one or more registrars of its shares or of any class or classes of its shares whose respective duties the Board of Directors may from time to time determine.

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ARTICLE V

INDEMNIFICATION

The Corporation shall indemnify (a) any person made or threatened to be made a party to any action or proceeding by reason of the fact that he, his testator or intestate, is or was a director or officer of the Corporation and (b) any director or officer of the Corporation who served any other company in any capacity at the request of the Corporation, in the manner and to the maximum extent permitted by the Business Corporation Law of New York, as amended from time to time; and the Corporation may, in the discretion of the Board of Directors, indemnify all other corporate personnel to the extent permitted by law.

By-Laws

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ARTICLE VI

FINANCES

SECTION 1. Dividends. Subject to law and to the provisions of the Certificate of Incorporation, and any amendments thereof, the Board of Directors may declare dividends on the stock of the Corporation, payable upon such dates as the Board of Directors may designate.

SECTION 2. Reserves. Before payment of any dividends, there may be set aside out of any funds of the Corporation available for dividends such sum or sums, as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose as the Board of Directors shall deem conducive to the interest of the Corporation, and the Board of Directors may modify or abolish any such reserve in the manner in which it was created.

SECTION 3. Bills, Notes, Etc. All checks or demands for money and notes or other instruments evidencing indebtedness or obligations of the Corporation shall be made in the name of the Corporation and shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

By-Laws

ARTICLE VII

CONTROL OVER BY-LAWS

The shareholders entitled to vote in the election of directors or the directors upon compliance with any statutory requisite may amend or repeal the By-Laws and may adopt new By-Laws, except that the directors may not amend or repeal any By-Law or adopt any new By-Law, the statutory control over which is vested exclusively in the said shareholders or in the incorporators. By-Laws adopted by the incorporators or directors may be amended or repealed by the said shareholders.

By-Laws

17

F010523000675

ARTICLES OF ORGANIZATION
OF

CSC 4

HURON EVERGREEN LLC

Under Section 203 of the Limited Liability Company Law

FIRST: The name of the limited liability company is

HURON EVERGREEN LLC

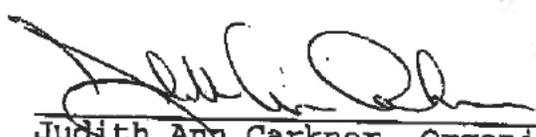
SECOND: The county within this state in which the office of the limited liability company is to be located is Wayne.

THIRD: The secretary of state is designated as agent of the limited liability company upon whom process against it may be served. The post office address within or without this state to which the secretary of state shall mail a copy of any process against the limited liability company served upon him or her is

5800 LAKE BLUFF ROAD
NORTH ROSE, NY 14516
ATTN: SCOTT MARSHALL

FOURTH: The limited liability company is to be managed by (check appropriate box):

- 1 or more members
- A class or classes of members
- 1 or more managers
- A class or classes of managers


Judith Ann Carkner, Organizer

F-010523000675

ARTICLES OF ORGANIZATION
OF

CSC 45

HURON EVERGREEN LLC

Under Section 203 of the Limited Liability Company Law

Filer:

Evans & Fox Llp
Suite 103
95 Allens Creek Road
Rochester, NY 14618
CUST.REF 160586/AJC

DRAWDOWN

ICC

STATE OF NEW YORK
DEPARTMENT OF STATE

MAY 23 2001

FILED
TAXS
BY: AK

MAY 23 1 39 PM '01

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010523000674

CSC - ALBANY
6TH FLOOR
80 STATE STREET
ALBANY NY 12207
800-833-9848
518-433-4741 FAX

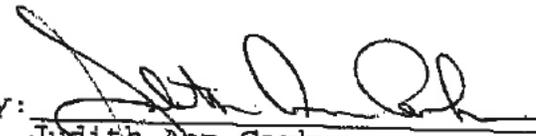
May 25, 2001

RE: HURON EVERGREEN LLC

(a limited liability company formed under
the laws of the State of New York)

STATEMENT OF RESIGNATION AND CONCLUDED PARTICIPATION

Solely for your convenience and to expedite the filing of the formation document for the above named company, CSC or one of its affiliates has caused the said formation document to be signed by our employee(s). We and our employee(s) do not have, and have never had, any other connection with the said company. The conclusion of our participation in this said company's formation is effective at the moment of the said company's formation. In the event that our signing results in our being regarded as a member and/or manager of the said company, this statement constitutes the resignation of our said employee(s) from those capacities effective at the moment of said company's formation.

By: 

Judith Ann Carkner
Authorized Representative/
Authorized Person/Organizer

State of New York)
Department of State) ss:

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

Witness my hand and seal of the Department of State on **MAY 25 2001**



A handwritten signature in black ink, appearing to read "J. Shub", with a long horizontal line extending to the right.

Special Deputy Secretary of State

DOS-1266 (7/00)

OPERATING AGREEMENT
FOR A
NEW YORK LIMITED LIABILITY COMPANY
DATED JULY 24, 2001

Redacted pursuant to N.Y. Public Officers Law, Art. 6

Redacted pursuant to N.Y. Public Officers Law, Art. 6

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Redacted pursuant to N.Y. Public Officers Law, Art. 6

Section H – Question 75: Has construction, lease, rental, or purchase of the manufacturing facility been completed?

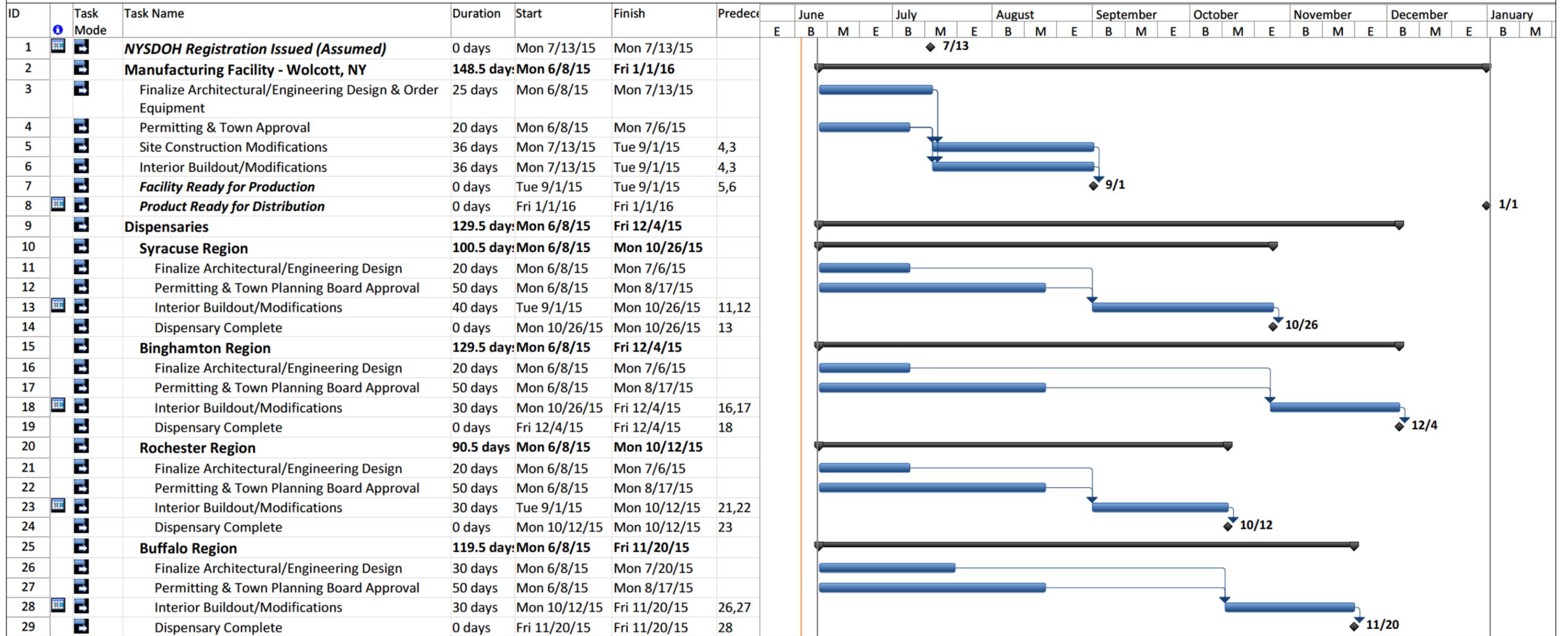
Response: Yes. The Applicant has entered into a lease for its manufacturing facility, but has not completed construction of the manufacturing facility. A copy of the lease between the Applicant and Huron Evergreen LLC is included in Attachment C of this application. No, construction on this facility has not been completed.

If the answer to this question is “No,” a statement indicating the anticipated source and application of the funds to be used in such purchase, lease, rental or construction, as well as anticipated date that construction, lease, rental or purchase will be completed must be included with this application.

Response: The anticipated source and application of the funds to be used for construction are capital contributions of the owners and loans, as demonstrated in the attached Sources and Uses of Funds Statement. It is anticipated that construction will be completed in 50 days of the granting of the application for the awarding of the license, as detailed in the attached Construction Timeline.

Supporting Document(s): Sources and Uses of Funds Statement, Construction Timeline

Butler Evergreen NYSDOH - Application for Registration Construction Timeline



Project: Butler Evergreen Constr Date: Wed 6/3/15	Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Deadline	
	Split		External Tasks		Inactive Summary		Manual Summary		Progress	
	Milestone		External Milestone		Manual Task		Start-only			
	Summary		Inactive Task		Duration-only		Finish-only			

Redacted pursuant to N.Y. Public Officers Law, Art. 6

Section H – Question 76: Has construction, lease, rental, or purchase of the dispensing facilities been completed?

Response: Yes. The applicant has entered into options to lease each of the dispensaries noted elsewhere in this application. Upon awarding of the license, the applicant will exercise the options and, pursuant to the option terms, the lease agreements attached as exhibits to each option will become in full force and effect. No, construction on this facility has not been completed.

If the answer to this question is “No,” a statement indicating the anticipated source and application of the funds to be used in such purchase, lease, rental or construction, as well as anticipated date that construction, lease, rental or purchase will be completed must be included with this application.

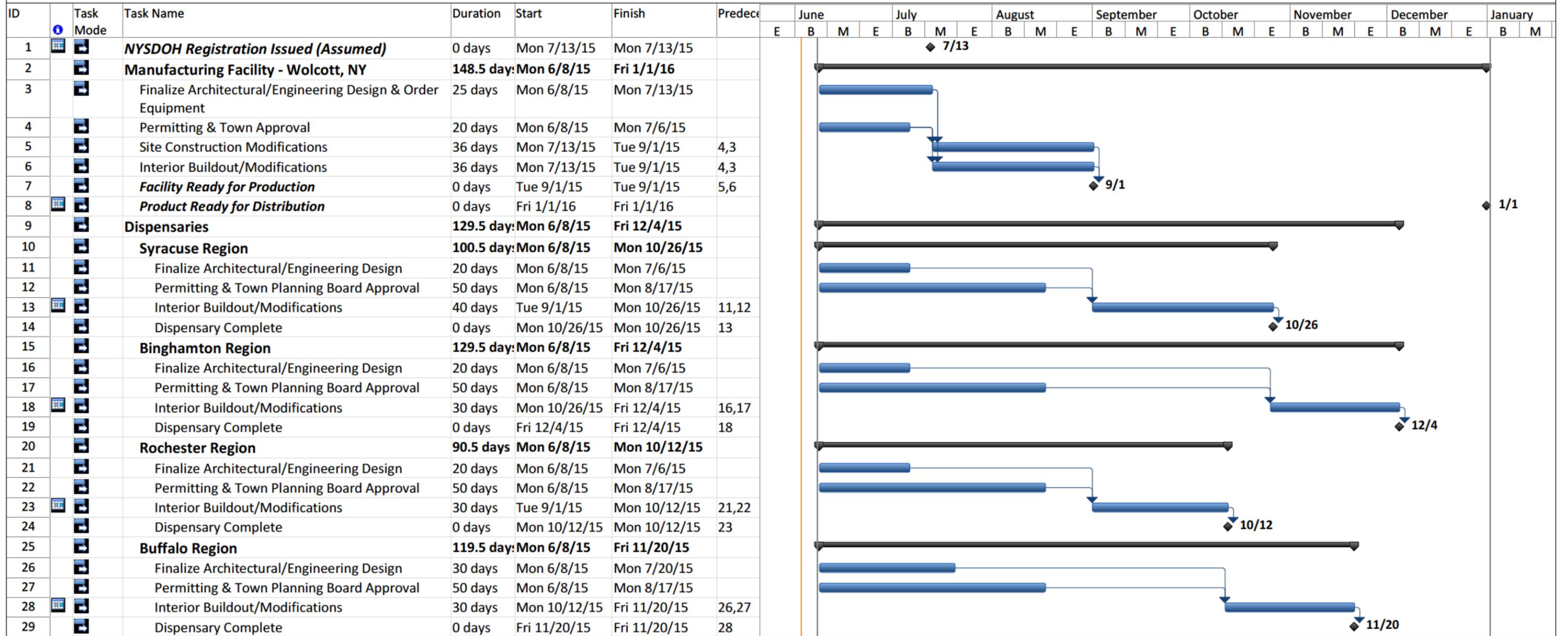
Response: The anticipated source and application of the funds to be used for rental and build-out are the capital contributions and borrowed funds described in the attached Sources and Uses of Funds Statement. Build-out is expected to be completed within 56 days of commencement, as detailed in the attached Construction Timeline.

Supporting Document(s): Sources and Uses of Funds Statement, Construction Timeline

Butler Evergreen

NYSDOH - Application for Registration

Construction Timeline



Project: Butler Evergreen Constr Date: Wed 6/3/15	Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Deadline	
	Split		External Tasks		Inactive Summary		Manual Summary		Progress	
	Milestone		External Milestone		Manual Task		Start-only			
	Summary		Inactive Task		Duration-only		Finish-only			

Section I
Attachment A –
Property Identification

Section I
Attachment A

Section I: Required Attachments

Attachment A - Property Identification

Requirement - 1004.5(b)(2): Identification of all real property, buildings and facilities that will be used in manufacturing as defined in Section 1004.11 of this part, and dispensing of the medical marijuana products.

Response: Butler Evergreen has identified suitable properties to house our manufacturing and dispensing facilities.

Huron Evergreen currently owns the former Electromark building at 6188 W. Port Bay Road in Wolcott, NY 14590. Huron Evergreen will lease these facilities to Butler Evergreen for our proposed manufacturing activities. This facility occupies three tax account numbers:

6188 West Port Bay Road

6168 West Port Bay Road

11865 Orchard Street

Huron Evergreen also has executed purchase sale agreements in place on two additional properties contiguous to the Port Bay Round site, which will be leased to Butler Evergreen for our proposed manufacturing activities. The addresses for those properties are:

11845-R Orchard Street

Wolcott, NY 14590

Tax account number:

12086 Conklin Avenue

Wolcott, NY 14590

Tax account number

Dispensing Organization Property Addresses:

Butler Evergreen dispensing facilities are not permitted on the same street or avenue and within one thousand feet of a building occupied exclusively as a school, church, synagogue or other place of worship.

We have executed options to lease three dispensary properties with geographic distribution around Upstate New York.

3760 W Henrietta Road

Rochester, NY 14623

(Greater Rochester Area)

5795 Bridge Street

Dewitt, NY 13057

(Central Region)

3714 Vestal Parkway East

Vestal, NY 13850

(Southern Tier Region)

We also have executed options to lease from Huron Evergreen a dispensary property at:

144 French Road

Cheektowaga, NY 14227

(Western Region)

Section I
Attachment B
Equipment Identification

Attachment B - Equipment Identification

Requirement - 1004.5(b)(3): Identification of all equipment that will be used to carry out the manufacturing, processing, transportation, distribution, sale and dispensing activities described in the application and operating plan.

Response: Butler Evergreen has included here a list of all equipment that will be used to carry out the manufacturing, processing, transportation, distribution, sale and dispensing, security, and electrical operations described in the application and operating plan.

Manufacturing Equipment Identification

Redacted pursuant to N.Y. Public Officers Law, Art. 6

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Redacted pursuant to N.Y. Public Officers Law, Art. 6

Section I
Attachment C
Property Ownership Documentation

Attachment C - Property Ownership Documentation

Requirement - 1004.5(b)(9): Copies of all applicable executed and proposed deeds, leases, and rental agreements or executed option contracts related to the organization's real property interests, that shows that the applicant possesses or has the right to use sufficient land, buildings, and other premises as specified in the application and equipment to properly carry on the activities for which registration is sought. In the alternative, the applicant shall post a bond of not less than two million dollars; provided, however, that if the applicant posts a bond in lieu of providing the documentation requested herein, the applicant's submission of the applicable executed deeds, leases and rental agreements shall be required prior to the issuance of a registration to the applicant, if selected; and, provided further that whenever any applicant proposes to lease premises for the activities described in its operating plan, the lease agreement shall clearly set forth as a purpose the manufacturing and/or dispensing of medical marijuana, as applicable, and include the following language:

"The landlord acknowledges that its rights of reentry into the premises set forth in this lease do not confer on it the authority to manufacture and/or dispense on the premises medical marijuana in accordance with article 33 of the Public Health Law and agrees to provide the New York State Department of Health, Mayor Erastus Corning 2nd Tower, The Governor Nelson A. Rockefeller Empire State Plaza, Albany, N.Y. 12237, with notification by certified mail of its intent to reenter the premises or to initiate dispossess proceedings or that the lease is due to expire, at least 30 days prior to the date on which the landlord intends to exercise a right of reentry or to initiate such proceedings or at least 60 days before expiration of the lease."

Response: Butler Evergreen has included copies of all applicable executed and proposed deeds, leases, and rental agreements or executed option contracts related to the organization's real property interests that shows that the applicant possesses or has the right to use sufficient land, buildings, and other premises as specified in the application and equipment to properly carry on the activities for which registration is sought.



Butler Evergreen LLC - Property List

1) Production Facility - 6188 West Port Bay Road, Wolcott NY 14590

Property includes 5 property IDs owned by 2 landlords

Documents Included

- Lease Option Agreement with Huron Evergreen LLC
Premises Detail (Exhibit A)
Lease Agreement (Exhibit B)
 - Covers the following addresses
 - 6188 West Port Bay Road, Wolcott NY
 - 6168 West Port Bay Road, Wolcott NY
 - 11865 Orchard Street, Wolcott NY
- Lease Option Agreement with Wolcott Realty Inc.
Premises Detail (Exhibit A)
Lease Agreement (Exhibit B)
 - Covers the following addresses
 - 11845-R Orchard Street, Wolcott NY
 - 12086 Conklin Ave, Wolcott NY

2) Dispensary – 144 French Road, Cheektowaga, NY 14227

Documents Included

- Lease Option Agreement with Huron Evergreen LLC
Premises Detail (Exhibit A)
Lease Agreement (Exhibit B)
- Purchase Option Agreement between Huron Evergreen LLC and BCT Enterprises Inc.
- Purchase and Sale Agreement between Huron Evergreen LLC and BCT Enterprises Inc.

3) Dispensary – 3760 West Henrietta Rd, Rochester NY 14623

Documents Included

- Lease Option Contract with Daytona Partners I, LLC
Premises Detail
Lease Agreement (Exhibit A)

4) Dispensary – 5795 Bridge Street, DeWitt NY 13209

Documents Included

- Lease Option Contract with 5795 Bridge St. Realty, LLC
Premises Detail
Lease Agreement (Exhibit A)

5) Dispensary - 3714 Vestal Parkway, Vestal NY 13850

Documents Included

- Lease Option Contract with Kradjian Properties
Premises Detail
Lease Agreement (Exhibit A)



Butler Evergreen LLC - Property List

(1) Production Facility - 6188 West Port Bay Road, Wolcott NY 14590

Property includes 5 property IDs owned by 2 landlords

Documents Included

- Lease Option Agreement with Huron Evergreen LLC
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Premises Detail (Exhibit A)
Lease Agreement (Exhibit B)
 - Covers the following addresses
 - 11845-R Orchard Street, Wolcott NY
 - 12086 Conklin Ave, Wolcott NY

OPTION AGREEMENT

THIS OPTION AGREEMENT (“Option Agreement”) is made as of the 1st day of June, 2015, by and between **HURON EVERGREEN LLC**, a New York limited liability company with a mailing address of 5800 Lake Bluff Road, North Rose, New York 14516 (the “Landlord”) and **BUTLER EVERGREEN LLC**, a New York limited liability company with a mailing address of 6188 West Port Bay Road, Wolcott, New York 14590 (the “Tenant”).

1. The Landlord owns certain real property more commonly known as 6188 West Port Bay Road, and 11865 Orchard Street, all within the Town of Wolcott, County of Wayne and State of New York and as more particularly described on Exhibit A attached hereto, together with all improvements located thereon (the “Premises”)

Redacted pursuant to N.Y. Public Officers Law, Art. 6

2. The Premises Option, and the rights and privileges granted under this Option Agreement with respect thereto shall be for a term (the “Option Term”) commencing on the date of this Option Agreement (the “Commencement Date”) and expiring three (3) months from the Commencement Date (the “Expiration Date”). The Premises Option is sometimes referred to as the “Option”.

3. The Tenant may exercise the Option by written notice to the Landlord delivered personally or by prepaid registered or certified mail return receipt requested, Federal

Express, or similar private overnight courier, addressed to the Landlord at the address set forth above.

The Tenant's notice of its exercise of the Option shall be mailed by the Landlord on or before the Expiration Date. The address for the giving of notice may be changed by Landlord by written notice in compliance with this paragraph 3 to Tenant at the address set forth in the first paragraph of this Agreement.

4. If the Tenant exercises its Option, the Landlord and the Tenant shall be deemed, upon the exercise of the Option, to have entered into a lease agreement in the form attached hereto as Exhibit B (the "Lease") for the Premises.

5. If the Tenant exercises the Option, Tenant shall pay and send any security deposit required under the Lease with its notice to exercise its Option.

6. The Landlord agrees to cooperate reasonably with the Tenant, its officers, agents, employees and designees and any consultant engaged by the Tenant to evaluate the Premises for any purpose related to the Tenant's decision whether to exercise the Option.

7. During the Option Term, the Tenant may seek, at its sole cost and expense, assurances from the appropriate governmental authorities that the Tenant's or any assignees' contemplated use of the Premises shall be permitted and approved under applicable zoning and land use ordinances and that existing utilities can provide adequate service for the Tenant's anticipated use of the Premises. Such assurances may include the submission of applications for zoning changes and approvals to the appropriate authorities. The Landlord agrees to cooperate in facilitating the Tenant's endeavors to receive such assurances, including, without limitation, joining the Tenant in submitting an application for such zoning changes and approvals.

8. Neither Landlord nor Tenant may assign their respective rights or delegate their respective duties arising under this Option Agreement without the prior written consent of the other party.

9. This Option Agreement constitutes the entire agreement between the parties and supersedes all prior or other agreements and representations in connection with the purchase of the Premises.

10. All of the terms, covenants, provisions, conditions and agreements set forth or provided for in this Option Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, distributees, executors, administrators, successors and permitted assigns.

11. Any provision of this Option Agreement may be amended or waived if and only if such amendment or waiver is in writing and signed by all parties hereto.

12. This Option Agreement shall be construed and enforced in accordance with and governed by the internal laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

13. This Option Agreement may be signed in any number of counterparts, each of which shall be an original with the same effect as if the signatures thereto were upon the same instrument. This Option Agreement shall become effective when each of the parties hereto shall have received a counterpart hereof signed by the other party.

14. If any provision of this Option Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Option Agreement and such provisions as applied to

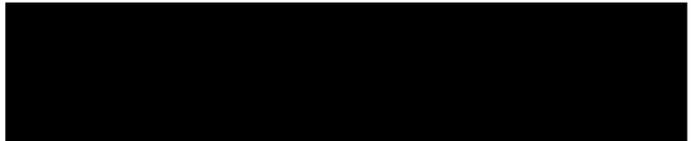
other persons, places and circumstances shall remain in full force and effect.

15. Either party shall execute, at the request of the other, a memorandum of this Option Agreement for recording in the Erie County Clerk's Office in accordance with the provisions of Section 294 of the Real Property Law.

IN WITNESS WHEREOF, the Tenant and the Landlord have executed this Option Agreement the day and year first above written.

LANDLORD:

HURON EVERGREEN LLC



Title: Manager

TENANT:

BUTLER EVERGREEN LLC

By: 
Name: Scott Marshall
Title: Manager

EXHIBIT A

Premises



Wayne County Clerk's Office

Recording Page



Receipt Number: 15-8268

Deed

Instrument Number: R9170338

Date/Time: 05/06/2015 02:10 PM

First OR: BRADY WORLDWIDE INC

First EE: HURON EVERGREEN LLC

Town: WOLCOTT TOWN OF

Town: WOLCOTT VILLAGE (WOLCOTT)

Pages: 6

Employee id: rd

Serial Number:

Transfer Tax Number: 1912

State of New York
County of Wayne

***** WARNING - This sheet constitutes the Clerks endorsement required by Section 319 of the Real Property Law of the State of New York.**

-FEES-

Recording and Filing	\$7,845.00
Transfer Tax	\$7,520.00
Basic Tax	
Local Tax	
Additional Tax	
Special Tax	
Withheld	
Total	\$7,845.00

-MORTGAGE TAX-

Amount Taxed	\$0.00
--------------	--------

-TRANSFER TAX-

Consideration Amount	\$1,880,000.00
----------------------	----------------

Michael Jankowski
Wayne County Clerk

*****DO NOT DETACH***
THIS IS NOT A BILL**

BARGAIN & SALE DEED

THIS INDENTURE, made the 6th day of May, 2015,

BETWEEN BRADY WORLDWIDE, INC., a corporation organized under the laws of the State of Wisconsin, having an office and place of business at 6555 West Good Hope Road, Milwaukee, Wisconsin 53201 ("Grantor"), and

HURON EVERGREEN LLC, a New York limited liability company, having an office and place of business at 5800 5800 Lake Bluff Road, North Rose, New York 14516 ("Grantee").

WITNESSETH, that the Grantor, in consideration of One Dollar and other valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, the heirs or successors and assigns of the Grantee forever,

ALL THAT TRACT OR PARCEL OF LAND, lying and being in the Village and Town of Wolcott, County of Wayne and State of New York, as more particularly described on Schedule A attached hereto and made a part hereof.

BEING and intending to be the same premises as conveyed to the Grantor by deed dated February 26, 2015 and recorded February 26, 2015 in the Wayne County Clerk's Office at Instrument Number R9168811,

TOGETHER with the appurtenances and all the estate and rights of the Grantor in and to said premises, and

TOGETHER with the ownership and rights, if any, of the Grantor to land lying in the bed or any street or highway, adjoining said premises to the center line thereof; and

SUBJECT to easements, agreements, rights of way and restrictions of record, if any.

TO HAVE and to hold the premises herein granted unto the Grantee, the ?? and assigns of the Grantee forever.

AND the Grantor covenants that it has not done or suffered anything whereby the said premises have been encumbered in any way whatever.

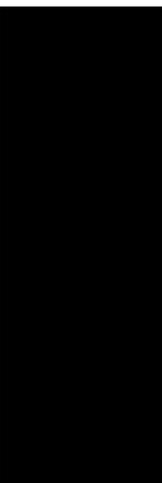
THE Grantor, in compliance with Section 13 of the Lien Law, covenants that the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

2015
6

7520

7520

201/201
880,000

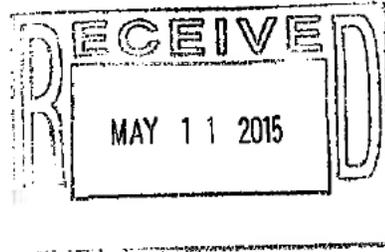


BEGINNING at a point in the centerline of Guild Street, (West Port Bay Road), said point marking the southwest corner of land owned by Brewster Enterprises, Inc., as recorded in the office of the Wayne County Clerk in Liber 772 of Deeds at page 1; running thence the following courses and distances along land owned by said Brewster Enterprises, Inc., S 80° 23' 30" E, passing through an iron pin, 28.27 feet distant and continuing on the same course, 308.50 feet distant farther, comprising a total distance of 336.77 feet to an iron pin and N 38° 31' 00" E, passing through an iron pipe, 271.73 feet distant and continuing on the same course, 28.27 feet distant farther, comprising total distance of 300.00 feet to a point in the centerline of Conklin Avenue; thence S 80° 23' 30" E, along the centerline of Conklin Avenue, 286.80 feet to a point, marking the northwest corner of land owned by D & L Disposal, as recorded in the office of the Wayne County Clerk in Liber 832 of Deeds at page 261; thence S 37° 29' 00" W, along the west line of land owned by said D & L Disposal, passing through an iron pipe, 17.37 feet distant and continuing on the same course, passing through another iron pipe, 10.84 feet distant and continuing on the same course, passing through an iron pin, 303.32 feet distant, said iron pin marking the northwest corner of land reserved by Donald Cahoon and continuing on the same course, 80.00 feet distant farther, comprising a total distance of 411.53 feet to an iron pin and continuing along land reserved by said Cahoon, the following courses and distances, S 81° 13' 50" W, 68.46 feet to an iron pin, N 80° 58' 50" W, 137.15 feet to an iron pin, S 47° 43' 55" W, 80.25 feet to an iron pin and N 53° 00' 00" W passing through an iron pin, 97.00 feet distant, said iron pin marking the northeast corner of land owned by the Village of Wolcott, Fire House, as recorded in the office of the Wayne County Clerk in Liber 638 of Deeds at page 573 and continuing on the same course, passing through an iron pin, 253.00 feet distant and continuing on the same course, 24.76 feet distant farther, comprising a total distance of 374.76 feet to a point in the centerline of Guild Street, (West Port Bay Road); thence N 38° 31' 00" E, along said street, 16.99 feet to the point and place of beginning, comprising an area of 3.313 acres, according to a survey made by MRB Group, P.C. on April 4, 1991.

Parcel C

ALL THAT TRACT OR PARCEL OF LAND, situate in the Village of Wolcott, County of Wayne and State of New York, bounded and described as follows: Beginning at the southern most southeast corner of premises as described in the Deed from Donald Cahoon to Permar Systems, Inc. as recorded in the Wayne County Clerk's Office in Liber 858 of Deeds at page 571, said point of beginning also being described as South 53° 00' 00" East

374.76 feet from a point in the centerline of Guild Street (also known as West Port Bay Road), which point is in turn South $38^{\circ} 31' 00''$ West 316.99 feet along the centerline of Guild Street from the intersection of the centerlines of Guild Street and Conklin Avenue; thence from said point of beginning South $53^{\circ} 00' 00''$ East 169.60 feet to an iron pin; thence North $41^{\circ} 13' 47''$ East 192.77 feet to an iron pin set in the northern most southeasterly corner of the above referenced Permar Systems, Inc. premises; thence the following courses and distances along the southeasterly line of the referenced Permar Systems, Inc. premises, South $81^{\circ} 13' 50''$ West 68.46 feet to an iron pin, North $80^{\circ} 58' 50''$ West 137.15 feet to an iron pin and south $47^{\circ} 43' 55''$ West 80.25 feet to the iron pin marking the point and place of beginning and comprising an area of 0.475 acres.



VIA UPS OVERNIGHT DELIVERY

May 7, 2015

Chief, Site Control Section
New York State
Department of Environmental Conservation
Division of Environmental Remediation
625 Broadway
Albany, NY 12233-7020

Re: Cahoon Parcel Site - Off Site
Electromark Site, Site ID No.: C859026A
Post-Closing Notice of Completion of Transfer

To Whom It May Concern:

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On behalf of Brady Corporation, owner of property referred to in the November 17, 2014 Order on Consent and Administrative Settlement as the Electromark Site, Brady Corporation is providing this Notice that the transfer of the Site from Brady Corporation to Huron Evergreen LLC was completed yesterday May 6, 2015.

In addition, the name and contact information for the new owner is [redacted] Huron Evergreen LLC, 5800 Lake Bluff Road, North Rose, NY 14516 [redacted] and the contact information for the new owner-representative is Donald Fox, Evans & Fox LLP, 95 Allens Creek Road, Suite 300, Rochester, NY 14618 (585-241-5999 and dfox@evansfox.com).

Respectfully submitted,

Phillips Lytle LLP

By

Kevin M. Hogan

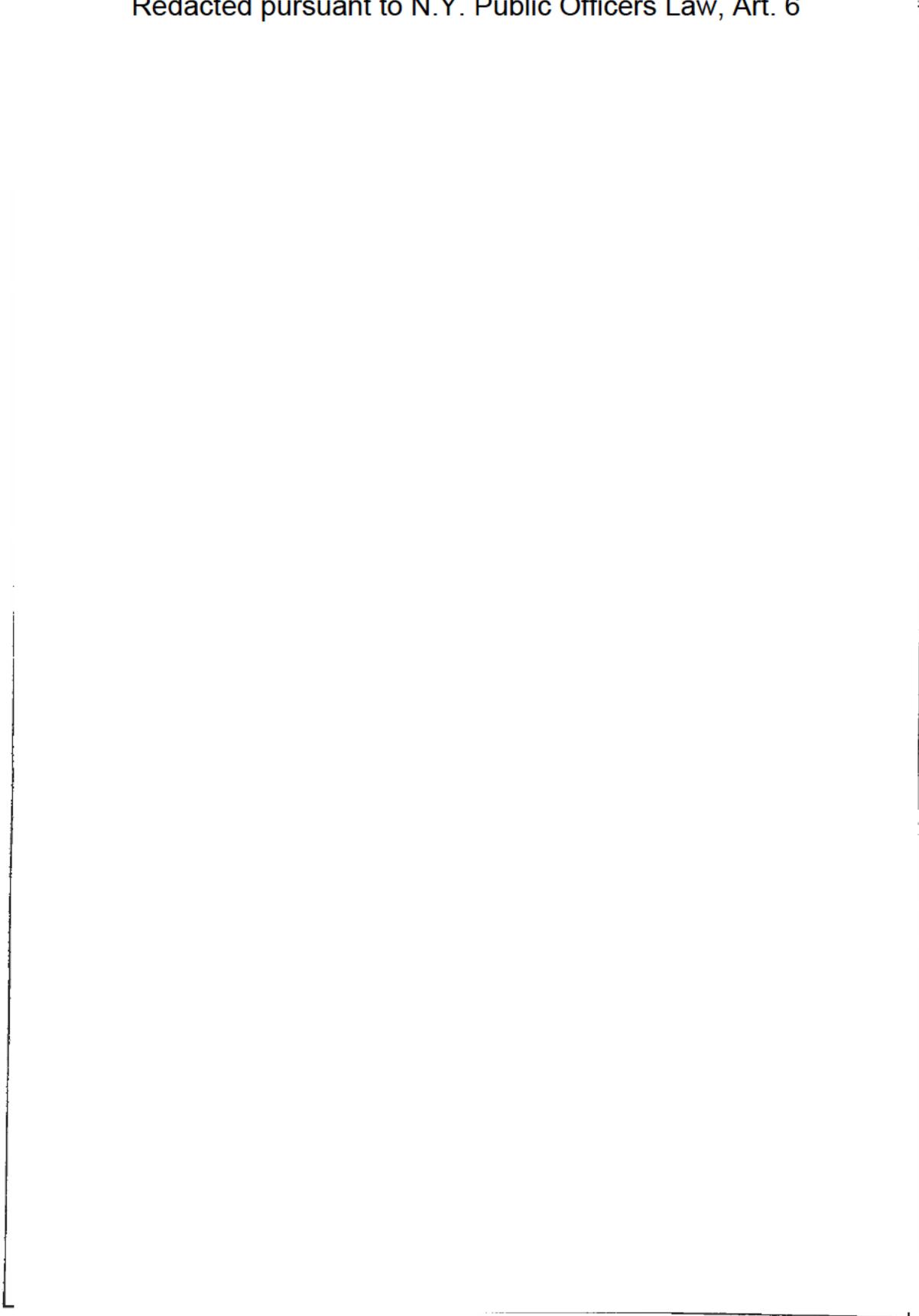
Ocn/Doc #01-2860604.1

cc: James Mahoney, NYSDEC, Assistant Regional Attorney
Donald Fox, Owner- Representative

ATTORNEYS AT LAW

116 WEST 116TH STREET BROOKLYN, N.Y. 11235 (718) 761-1111 Kocher Surveying, P.C.		116 WEST 116TH STREET BROOKLYN, N.Y. 11235 (718) 761-1111 Kocher Surveying, P.C.	
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Redacted pursuant to N.Y. Public Officers Law, Art. 6



Redacted pursuant to N.Y. Public Officers Law, Art. 6

EXHIBIT B

Lease Agreement

shall give written notice to the other not earlier than one (1) year prior to the expiration of the Initial Term or the First Renewal Term, as the case may be, and not later than one hundred eighty (180) days prior to the expiration of the Initial Term or the First Renewal Term, as the case may be, that such party desires to void the First Renewal Term or the Second Renewal Term, in which case the Term of this Lease shall terminate on the last day of the Initial Term or the First Renewal Term, as the case may be. Time is of the essence for each renewal.

4. RENT.
Redacted pursuant to N.Y. Public Officers Law, Art. 6

Tenant shall pay all Base Rent in equal monthly installments, for the Tenant's convenience, on the first day of each month at the offices of Landlord or such other place as Landlord may designate, without any abatement, setoff or deduction whatsoever. In the event the Initial Term of this Lease commences on a day other than the first day of the month, a pro-rated rental payment for the balance of said month shall be due on the Commencement Date. Any payment required to be made by the Tenant under the provisions of this Lease other than payments of Base Rent shall be designated herein as "Additional Rent", and shall be paid without any abatement, setoff or deduction whatsoever. The Base Rent and Additional Rent due from Tenant to Landlord hereunder are collectively referred to as "Rent".

5. Intentionally Omitted.

6. ADDITIONAL RENT. As Additional Rent, Tenant does hereby further agree to pay all taxes, insurance, repairs and maintenance attributable to the Demised Premises, the Late Payment Fee in Section 8 herein and any other payment required herein.

7. UTILITIES. Landlord shall make utilities available to Tenant as may be reasonably required by Tenant. Beginning upon the Commencement Date, Tenant agrees to make all arrangements for supply of and to timely pay all charges for separately metered electricity, gas, water usage or other utilities consumed in and on the Demised Premises directly to the applicable utility provider.

8. LATE PAYMENT FEE. In the event Tenant fails to make any Rent payment to Landlord in the full amount due within five (5) calendar days after the date when the same is due and payable, Tenant agrees to pay, as Additional Rent, a late fee of [REDACTED] of the unpaid portion of said Rent, for that month, and for each subsequent month or portion thereof (but not to exceed 24%) until paid in full. Such late fee may be assessed by Landlord to cover the additional administrative expenses in processing late payments and shall be immediately due and

payable to the Landlord. In no event shall this provision be deemed to grant Tenant any grace period or extension of time to pay any Rent as required hereunder, nor shall it prohibit or bar Landlord from exercising any of its rights hereunder. Tenant further agrees that an administrative fee of \$50.00 shall be due, as Additional Rent, for a dishonored check tendered by Tenant as payment of any Rent.

9. USE OF DEMISED PREMISES. Tenant shall use and occupy the Demised Premises solely for the cultivation/manufacturing of medical marijuana and office space in support thereof (the "Intended Use") and for no other purpose whatsoever.

10. LICENSE. In the event Tenant is unable to obtain a license from the New York State Department of Health pursuant to Article 33 of the New York State Public Health Law, then either party may terminate this Lease upon thirty (30) days' written notice to the other.

11. DELIVERY OF PREMISES. Tenant shall take the Premises "as is" and shall be responsible for performing any improvements that it desires at Tenant's sole expense, subject to Landlord's prior written approval of Tenant's plans within ten (10) days of receipt thereof, which approval shall not be unreasonably withheld.

12. Intentionally omitted.

13. ALTERATIONS. Tenant shall make no alterations, installations, additions or improvements in or to the Demised Premises without Landlord's prior written consent, which may be given or denied in Landlord's sole and absolute discretion, if said alteration, installation, addition or improvement (i) involves any structural, roof, roof system or other exterior alteration or modification, or (ii) involves any alteration or modification of the Building HVAC, plumbing or electrical systems, or (iii) involves an expenditure within any twelve (12) month period in excess of One Thousand Dollars (\$1,000.00), or (iv) materially alters or expands the envelope of any Building on the Premises, or (v) materially reduces the fair market value of the Premises or any Building. Any other alteration, installation, addition or improvement to the Demised Premises may be made without Landlord's consent; provided, however, no alteration, installation, addition or improvement shall be ongoing for a period in excess of ninety (90) calendar days. If such alteration, installation, addition or improvement to the Demised Premises shall reasonably be expected to exceed ninety (90) calendar days, Tenant shall obtain Landlord's prior written consent prior to commencement of the alteration, installation, addition or improvement, which consent may be given or denied in Landlord's sole discretion. Whether or not Landlord's consent is required hereunder, Tenant shall provide Landlord with prior written notice of such contemplated work and the particulars thereof for Landlord's records. For any work that requires Landlord's consent, Tenant, at its sole expense, shall submit to Landlord plans and specifications prepared by a licensed architect at the time such consent is sought. All alterations, additions or improvements shall be performed in accordance with the provisions of this Lease, in accordance with all applicable insurance requirements, in accordance with all drawings and specifications provided to and approved, if required, by Landlord, in accordance with all warranties in effect with respect to all or any portion of the Building, in conformance with all applicable laws, in accordance with all necessary governmental approvals and permits (which Tenant shall obtain at its sole expense) and in a good and workmanlike manner, and diligently prosecuted to completion. Any work performed by Tenant shall be subject to Landlord's inspection and reasonable approval after completion to determine whether the same complies with the requirements of this Lease, and Tenant shall promptly remedy any defective or reasonably disapproved work upon written notice of same from Landlord. In determining whether to give its consent to any alterations, additions or improvements which require Landlord's consent, Landlord may take into consideration all

relevant factors in Landlord's discretion including, without limitation, the effect of such work on the value of the Building. Tenant shall use a qualified, licensed contractor to perform any alterations, additions, or improvements to the Demised Premises. If (with Landlord's consent) the Tenant expands the square feet available to the Tenant, the Base Rent shall be adjusted to reflect the additional leasable square footage. In the event the roof of the Building is penetrated, compromised, or is otherwise damaged as a result of Tenant's installation or use of its equipment, solar panels or otherwise (hereinafter, "Tenant Caused Roof Damage"), Tenant shall, at its sole cost and expense, cause the damaged portion of the roof to be replaced by a qualified roofer approved by the Landlord. At the end of the Term of this Lease, the Tenant shall remove all installations that it has made to the roof and shall pay Landlord, within fifteen (15) days after Landlord provides Tenant with a statement therefor, Landlord's actual cost to replace the damaged portion of the roof due to such installation removal, as Additional Rent.

If any mechanic's lien is filed against the Demised Premises in connection with any improvement of the Demised Premises by Tenant, it shall be discharged by Tenant, at Tenant's expense, within fifteen (15) days after written request by Landlord. In the event of Tenant's failure to discharge or otherwise remove said lien within said period, Landlord may take such steps and incur such expenses as may be required to discharge or otherwise remove said lien, and the cost thereof shall be payable by Tenant as Additional Rent hereunder within fifteen (15) days after Landlord provides Tenant with a statement therefor.

Except as provided in Section 13 above, all constructions, additions and improvements, whether temporary or permanent, made and maintained in or on the Demised Premises, either by the Tenant or Landlord, shall be the sole property of the Landlord from the time of construction or installation, and shall not be removed or damaged by Tenant, nor shall the Tenant claim any compensation therefor. It is understood and agreed that any movable furniture, personal property, signs (including, but not limited to, signs on the exterior façade of the Building), trade fixtures, and trade furnishings placed upon the Demised Premises by the Tenant are to remain the property of the Tenant and shall be removed by Tenant from the Demised Premises promptly at the expiration or earlier termination of the Initial Term, or any applicable Renewal Term; Tenant, at its own cost and expense, shall repair any damage, including but not limited to discoloration of the exterior façade due to removal of exterior signs, caused by such removal. Any such furniture, fixtures and trade furnishings, or any inventory or other personal property of Tenant or any other party, not removed at the termination or earlier expiration of the Lease, shall be deemed abandoned. Notwithstanding the foregoing, Landlord may charge Tenant for the cost of removal of such property and making required repairs and the charge therefor shall be payable by Tenant as Additional Rent hereunder and shall be paid by Tenant within fifteen (15) days after Landlord provides Tenant with a statement therefor. There shall be no charge by Landlord for review of plans or any inspections that Landlord deems necessary with regard to Tenant's alterations. Tenant shall have the right to select the contractor, subcontractor, engineer and/or architect of its choice to perform its alterations so long as the same are qualified and licensed. However, any and all costs incurred with respect to said alteration shall be borne by the Tenant. Further, in regard to any and all contractors and/or subcontractors performing construction, additions and/or improvements to the Demised Premises, the Tenant shall provide to Landlord evidence of adequate liability insurance (including but not limited to Labor Law section 200/240/241 coverage), workers' compensation for all workers and all other required insurance.

14. **REPAIRS.** Except in the event of an insured loss as set forth in Sections 20 and 25, Landlord, at its sole cost and expense, shall make all repairs to exterior walls, foundation and other structural portions of the Demised Premises (unless such damage is caused by the Tenant, Tenant's employees, contractors, agents, or invitees, in which event the Tenant shall make said

repairs). Landlord shall be responsible for repairing costs of constructive defects in the Building, Building systems, and areas outside of the Building (but not including Tenant improvements or alterations). In addition, Landlord shall make all repairs to the roof (except in the event of Tenant Caused Roof Damage).

Tenant shall take good care of the Demised Premises and all fixtures and appurtenances contained therein, together with the Premises windows and all plate glass, doors, lighting fixtures, HVAC unit(s), hot water tank, plumbing, sewage and drainage systems, and system(s) servicing the Demised Premises and all of Tenant's exterior signage provided in Section 16; Tenant shall, at its sole cost and expense, make all maintenance, repairs, and replacement thereto or thereof as needed to preserve all of the same in good working order and condition. Tenant shall maintain, at its sole cost and expense, a maintenance service contract for the HVAC system servicing the Demised Premises. Tenant shall remove all ice and snow from the Demised Premises, including through the application of salt and other de-icing materials. In the event Tenant fails to perform any such maintenance or repairs within a reasonable time after notice from Landlord, the same may be made by Landlord (but Landlord is not obligated to do so) at Tenant's expense, and the cost thereof shall constitute Additional Rent and shall be paid by Tenant within fifteen (15) days after rendition of a statement therefor by Landlord. All trade and business machines, fixtures, devices, and equipment installed by Tenant in the Demised Premises shall be placed, maintained and repaired by Tenant at Tenant's expense, in a manner sufficient, in Landlord's judgment, to absorb and prevent excessive vibration, noise and annoyance to any neighboring property owner or their tenants. Tenant shall not injure, overload, deface or otherwise harm the Premises or any equipment or installation therein. Tenant shall not install antennae or equipment on the roof without Landlord's prior written consent, which shall be granted in Landlord's sole discretion.

15. NUISANCE. Tenant shall not: (i) create any nuisance, nor permit the emission of any objectionable sound, sewage, drainage, or odor from the Premises, nor place or permit any radio, television, loudspeaker, sound amplifier or any phonograph or any other device, outside the Premises or any place where sound may be heard outside the Premises, (ii) conduct or allow upon the Premises any business which is contrary to the terms of this Lease, or (iii) install or operate communications dishes, antennae or other telecommunications equipment, unless approved in writing by Landlord. In the event that Landlord permits Tenant to install or operate communications dishes, antennae, or other telecommunications equipment at the Demised Premises, then Tenant shall operate its equipment within the technical parameters specified by its manufacturer and/or as defined by the FCC, and Tenant shall not use any portion of the Premises in any way which causes radio frequency and/or electrical interference with any equipment of a neighboring property owner or their tenant. In the event of any such interference by Tenant, Tenant shall immediately terminate the interference. In the event the interference is not terminated by Tenant within five (5) business days of notice, then Landlord shall have the right to terminate this Lease upon written notice to Tenant, unless such condition cannot be reasonably corrected within said five (5) day period and Tenant is using its best efforts to correct the condition creating the interference.

16. SIGNAGE. Any and all signage maintained by Tenant (including signage on the Building's exterior) shall comply with all municipal rules and regulations, shall be subject to municipal approval, shall be located at such places as shall be designated by Landlord and shall be preapproved by the Landlord. Tenant shall not use or attach interior signs, placards or other advertising media or other objects (whether printed or handwritten) to the windows, doors, or exterior or interior of the Premises, except with the prior written consent of the Landlord which shall be subject to Landlord's sole discretion. Tenant shall have the right to install a sign on the

Building's exterior façade with the Tenant's name and logo.

17. REQUIREMENTS. Tenant shall not do, or permit to be done, any act within or upon the Demised Premises which invalidates any fire insurance policies covering the Building, fixtures or property therein, shall not do or permit any act within or upon the Demised Premises which might subject Landlord to any liability for injury to any person or persons or damage to property by reason of any business or operation being carried on within or upon said Demised Premises, and shall not bring to or keep anything therein, except as now or hereafter permitted by the fire department(s) servicing the Building, the Board of Fire Underwriters and any fire insurance rating organization, or other authority having jurisdiction. Notwithstanding anything in this Lease to the contrary, Tenant shall not be responsible for making capital improvements to the Premises in order to comply with any regulation or law, except such as are due to and necessitated by the specific use made of the Demised Premises by Tenant.

18. COMPLIANCE. Landlord represents that the Premises, as of the Commencement Date, shall be in compliance with all codes and regulations pursuant to any federal, state or local government law regulation including the provisions of the Americans for Disabilities Act of 1992. After Tenant's occupancy, Tenant shall bear responsibility for and ensure compliance within the Demised Premises with all codes and regulations pursuant to any federal, state or local government law or regulation including the provisions of the Americans for Disabilities Act of 1992.

19. SUBORDINATION/ESTOPPEL CERTIFICATE. This Lease is subject and subordinate to all existing or future mortgages given by the Landlord which may now or hereafter affect the Premises, and all renewals, modifications, consolidations, replacements and extensions thereof. While this clause shall be self-operative and automatic, Tenant agrees to execute, within ten (10) business days following written request by Landlord or any said mortgagee, a further subordination non-disturbance agreement in form satisfactory to Landlord or its mortgagee, in their sole discretion. In addition, within ten (10) business days following written request by Landlord or any such mortgagee, Tenant agrees to execute an estoppel certificate requested by the Landlord or said mortgagee in a form satisfactory to Landlord or its mortgagee, in their sole discretion. Tenant shall provide said subordination non-disturbance agreement and estoppel certificate without charge.

20. DESTRUCTION BY FIRE OR OTHER CAUSE. If the Demised Premises shall suffer minor damage by fire or other cause not the fault of Tenant, the damages shall be repaired by the Landlord as promptly as reasonably possible. Tenant shall maintain such business interruption insurance as it shall believe applicable to cover any damages that it incurs as a result of a loss of all or any portion of the Demised Premises until repairs are complete.

If the Demised Premises shall be totally or significantly damaged or rendered significantly untenable by fire or other cause, then in such event the Landlord may, at its option, either terminate this Lease or elect to have the damaged Premises repaired or rebuilt. The Landlord shall notify the Tenant as to its election within sixty (60) days after the casualty in question. If the Landlord elects to terminate this Lease, then the same shall terminate ten (10) days after such notice is given, and the Tenant shall immediately vacate and surrender the Demised Premises to the Landlord but shall pay Rent and all other accrued charges hereunder to Landlord through the date, as determined by Landlord in its reasonable discretion, on which Tenant vacates the Premises. In said event, all proceeds from any casualty insurance policy, except coverage for the Tenant's property, shall be payable to Landlord or its designee. If the Landlord does not elect to terminate this Lease and the casualty is not the fault of Tenant, the

Landlord shall repair and/or rebuild the Demised Premises with reasonable promptness to the same condition as existed before the date of such casualty, subject to any delay from insurance claim adjustment and causes beyond its reasonable control, with the Initial Term or Renewal Term of the Lease, as applicable, to continue without interruption and to remain in full force and effect.

If the Tenant is at fault for any casualty, regardless of the extent of the damage, then the Tenant shall reimburse Landlord for its reasonable costs of repairs and construction to bring the Premises into the same condition as existed before such casualty. Tenant hereby expressly waives the provisions of Section 227 of the Real Property Law and agrees that the foregoing provisions of this Article shall govern and control in lieu thereof.

21. EMINENT DOMAIN. If the whole or any part of the Demised Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, the Term of this Lease shall cease and terminate from the date of title vesting in such proceeding and Tenant shall have no claim by reason of this Lease, nor any claim to any part of the award made in such proceeding except for damages to or the taking of its nonremovable fixtures and equipment, relocation or moving allowances or the like, which claim may only be made against the condemning authority.

22. SUBLETTING AND ASSIGNMENT. Tenant shall have no right, at any time, to sublease or assign all or any portion of the Premises to another person or entity without Landlord's prior written consent, to be given at Landlord's sole discretion. If Landlord consents to an assignment or sublease, then all applicable rights of the Tenant under this Lease shall inure to the benefit of the sublease/assignee, but all obligations herein shall remain a joint obligation of the Tenant and the subtenant/assignee, each jointly and severally liable. Such sublease or assignment of lease shall not confer on the subtenant or assignee the authority to manufacture and/or dispense on the Premises medical marijuana.

In the event that Landlord shall permit a sublease, such permitted sublease will be null and void unless it complies with the terms of this Lease and provides that: (i) the sublease is ineffective until Landlord gives its written consent thereto if consent is required under the terms of this Lease; (ii) the sublease is subject and subordinate to this Lease and that if there is any conflict or inconsistency between the sublease and this Lease, this Lease will prevail; (iii) the subtenant agrees to be bound by all of the terms of this Lease except as otherwise provided in the sublease approved by Landlord; (iv) Landlord may enforce all the provisions of the sublease, including the collection of Rent; (v) the sublease may not be modified without Landlord's prior written consent and any modification without this consent shall be null and void; and (vi) if this Lease is terminated or Landlord re-enters or repossesses the Premises, Landlord may, at its option, take over all of Tenant's right, title and interest as sublessor and, at Landlord's option, the subtenant shall attorn to Landlord, but Landlord shall not be (x) liable for any previous act or omission of Tenant under the sublease, (y) subject to any existing defense or offset against Tenant, or (z) bound by any previous modification of the sublease made without Landlord's prior written consent or by any prepayment of more than one month's rent.

Tenant shall reimburse Landlord for all of Landlord's third-party, out-of-pocket, reasonable review costs and expenses incurred by Landlord in connection with any proposed transfer requiring Landlord's consent, up to an aggregate amount of Three Thousand Dollars (\$3,000.00) plus an annual CPI adjustment increase from the beginning of the Initial Term in the manner described in Section 25(c) herein.

23. HOLDOVER. In the event that the Tenant herein shall holdover following the expiration of the Initial Term, or any applicable Renewal Term, Base Rent for each month following the expiration or termination of the Lease shall be at 120% of the monthly Base Rent incurred in the rental month immediately prior to termination or expiration. If the Tenant holds over beyond the third month immediately following the expiration or termination of the Initial Term, or any applicable Renewal Term, the monthly Base Rent, beginning on the fourth month of Tenant's holdover, shall increase to 150% of the monthly Base Rent for the months Tenant continues to occupy the Demised Premises. The foregoing shall not constitute a lease extension or consent to extend, but shall solely constitute an agreement between the parties as to the fair rental value of the Premises in the event that the Tenant holds over, and such Base Rent shall be paid in accordance with the provisions set forth in Section 4 above.

24. Intentionally omitted.

25. INSURANCE.

(a) Tenant, at its sole expense, shall carry property damage insurance for all of Tenant's personal property and equipment and for all leasehold improvements which are made by Tenant to the Premises. Tenant shall also carry at its sole expense general commercial liability insurance and contractual liability insurance insuring Tenant and Landlord against liability for any and all claims for injuries to or death of persons or damage to property occurring in or about the Demised Premises arising out of the use or occupancy thereof whether prior to or subsequent to the Commencement Date, and also insuring the indemnity from Tenant to Landlord contained in Section 13. The limits of liability under such insurance shall at all times be in an amount not less than One Million Dollars (\$1,000,000.00) for bodily injury or property damage per occurrence, and not less than Two Million Dollars (\$2,000,000.00) annual aggregate, and Tenant shall also carry umbrella coverage, which shall at all times be in an amount not less than Two Million Dollars (\$2,000,000.00). All policies of such insurance shall provide that the Landlord shall receive at least thirty (30) days prior written notice of the cancellation thereof and shall name Landlord as an additional insured. Such insurance shall be written with a company or companies authorized to engage in the business of general liability insurance in the State of New York, and prior to any work, repairs, alterations or other construction on the Premises by or on behalf of Tenant, Tenant shall cause to be delivered to Landlord customary insurance certificates evidencing such insurance and naming the Landlord as an additional insured. In the event Tenant fails to so furnish evidence of such policies, Landlord may obtain the same and pay the premiums thereon, which together with an administrative charge of Five Hundred Dollars (\$500.00) per policy, shall be deemed Additional Rent to be paid by Tenant to Landlord within ten (10) days upon demand.

(b) Landlord agrees to insure the Premises against loss or damage by any peril covered by a standard broad form "all risk" insurance policy in an amount equal to the full replacement cost of the Premises and name the Landlord, Landlord's lender, and anyone else that the Landlord herein designates as an additional loss payee and/or mortgagee, and liability coverage in such coverage amounts as the Landlord, or Landlord's lender, shall determine. Said coverage shall provide for protection for claims under Labor Law Sections 200, 240 and 241 and shall provide loss of rents coverage in the event of a casualty for a period of at least one year. Said coverage shall be written with the company or companies authorized to engage in a business of general liability insurance in the State of New York and shall carry a 30-day prior written notice of cancellation. Tenant shall reimburse Landlord for the cost of such insurance as provided in Section 37 herein.

(c) Notwithstanding anything contained herein to the contrary, insurance

coverage requirements as set forth herein shall be adjusted after the 5th lease year and after every 5th lease year thereafter in accordance with the Consumer Price Index (as hereinafter defined). The CPI adjustment shall be calculated by multiplying the coverage amount during the then-current Term by a fraction, the numerator of which is the CPI (herein defined) for (i) the month prior to the month of calculation and the denominator of which is the CPI for (ii) the month which is 60 months prior to the month described in clause (i) of this sentence. CPI shall mean the Consumer Price Index, northeast urban, all items, base period 1982-1984 = 100% as published by the Bureau of Labor Statistics (the "Index"). If the Index ceases to be published, the Landlord shall select a substitute index which in Landlord's sole judgment is most comparable to the Index.

(d) Prior to entry by any contractor or subcontractor in or onto the Premises for the performance of work thereon at the request of Tenant, Tenant shall procure from each such contractor or subcontractor evidence of general liability insurance covering any such work and construction with minimum limits of liability equivalent to those set forth above, and naming Tenant and Landlord as additional insureds, such insurance to cover, without limitation thereto, any liability, claims or causes of action or damages relating to or arising out of New York Labor Law Article 10, and insure all risks under New York's scaffolding law.

(e) The Landlord and Tenant herein each expressly waives any and all rights of recovery by way of subrogation against each other in connection with any casualty damage covered by any insurance policies noted hereinbefore so long as said policy is in effect and in good standing at the time of loss. Each party herein further agrees to cause its required insurance policy to maintain a waiver of subrogation rider consistent with the provisions herein. The terms of this Section shall include the Landlord and Tenant as well as its officers, employees, agents and representatives of such other party for loss or damage to such waiving party or its property or the property of others under its control arising from any cause insured against by any insurance policy in force (whether or not described herein) carried by such waiving party in lieu thereof, and each party shall cause each insurance policy carried by it to require its respective insurance company to waive all right of recovery by way of subrogation against each party in connection with any damage covered by any policy.

(f) All insurance policies required to be carried herein shall be issued by insurance companies which have a "general policyholders rating" of at least A-VI as set forth in the most recent issue of Best's Insurance Guide. If a party purchases an insurance policy as required herein from an insurance company and that insurance company's general policyholders' rating falls below A-VI, the applicable party required to purchase such insurance shall purchase the required policy from a different insurance company which has a general policyholders rating of at least A-VI within thirty (30) days of the downgrade of the downgraded insurance company's general policyholders rating. Proceeds shall be utilized for the repair or replacement of the Building unless the provisions of Section 20 shall be applicable.

(g) All insurance policies required to be carried by Tenant herein shall contain a provision providing a ten (10) day nonpayment notice to Landlord and a thirty (30) day cancellation notice to Landlord.

26. INDEMNIFICATION. Except as otherwise expressly provided in this Lease and for any claims for injury which are to be defended and indemnified by insurance required herein, Tenant shall and hereby does indemnify, hold harmless and defend Landlord and Landlord's members, managers, partners, joint venturers, shareholders, directors, officers, employees, agents, mortgagees, affiliates and property managers, and their respective officers, members, managers, partners, directors, shareholders, employees and agents from and against any and all real or

alleged claims, lawsuits, actions, demands, damages, penalties, costs, expenses and liability whatsoever, including reasonable attorneys' fees and costs, to the extent arising out of (i) the possession, use, maintenance, control or occupancy of the Premises during the Initial Term, or any applicable Renewal Term, except to the extent caused by the gross negligence, willful misconduct, breach of this Lease or violation of applicable laws by Landlord, (ii) the negligence of Tenant, anyone claiming under Tenant or any of their respective employees, agents, representatives, contractors and/or subcontractors, (iii) any work or activity in or about the Premises by Tenant, anyone claiming under Tenant or any of their respective agents, employees, contractors and/or subcontractors, (iv) the filing or potential filing of any mechanic's or materialmen's lien or other proceeding (including, without limitation, any lis pendens) against the Premises in connection with any such work or activity, or (v) a breach of this Lease by Tenant. The obligations of this Section shall survive the expiration or earlier termination of the Lease.

27. TENANT'S RISK OF LOSS. All property kept, stored or maintained by Tenant on the Premises shall, except as set forth herein, be so kept, stored or maintained at the sole risk of Tenant. Landlord shall not be liable, and Tenant waives all claims against Landlord, for damages resulting to Tenant's property from fire or other casualty, whether or not insured against, including, without limitation, burst, stopped or leaking sewers, pipes, conduits, or plumbing fixtures, or for interruption of any utility services, or from any failure of or defect in the heating ventilation and air conditioning system or any electric line, circuit, or facility or any other type of improvement or service on or furnished to the Premises, or from theft, explosion, falling plaster, steam, water or rain or from any other patent or latent cause whatsoever or resulting from any accident in, on or about the Premises, except for damages resulting in whole or in part from Landlord's or its agents' gross negligence or willful misconduct. Any such storage shall take place inside the Demised Premises unless permitted to be stored outside of Demised Premises by law.

28. ACCESS TO PREMISES. Subject to Section 59 of this Lease, Landlord or Landlord's agents shall have the right to enter the Demised Premises at all times during Tenant's normal business hours upon reasonable advance notice: (a) to examine the same, (b) to show same to prospective purchasers or prospective mortgagees of the Demised Premises, (c) to show the same to any prospective tenants of the Premises during the last six (6) months of the Term of this Lease, (d) and for the purpose of making such repairs, alterations, improvements or additions as Landlord may deem necessary or desirable. It is agreed that the Landlord may at any time post "For Rent", "Space Available", or similar signs adjacent to the Premises within the last six (6) months of the then-existing Term so long as the Tenant has not exercised a contractual right to renew this Lease as provided herein. If Tenant shall not be personally present to open and permit entry into the Demised Premises at any time when entry therein shall be necessary or permissible, Landlord or Landlord's agents may enter the same by use of a master key, or, in the event of an emergency, may forcibly enter the Premises without rendering Landlord or Landlord's agent liable therefor and without in any manner affecting the obligations and covenants of this Lease, (provided, however, that Landlord and Landlord's agents shall accord reasonable care to Tenant's property during any such entry). In the event of an emergency, Landlord need not provide advance notice of entry to Tenant.

29. BANKRUPTCY.

(a) If at the date fixed at the Commencement Date or if at any time during the Term hereby demised (or any renewal or extension thereto), there shall be filed by or against Tenant in any Court pursuant to any statute either of the United States or of any State a petition of bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's property (hereinafter a "Bankruptcy Event") and, within sixty (60)

days thereof, Tenant fails to secure a discharge thereof, or if Tenant makes an assignment for the benefit of creditors, Landlord may cancel and terminate this Lease in which event neither Tenant nor any person claiming through or under Tenant by virtue of any statute or of an order of any Court shall be entitled to possession or to remain in possession of the Demised Premises but shall forthwith quit and surrender the Demised Premises. Landlord and Tenant agree that because Landlord's damages would be uncertain and difficult to calculate if a Bankruptcy Event were to occur, Landlord, in addition to the other rights and remedies Landlord has by virtue of any provision herein, or by virtue of any statute or rule of law, may retain as liquidated damages any rent, security deposit, or monies received by it from Tenant or others on behalf of Tenant.

(b) Notwithstanding any other provision herein to the contrary, the parties stipulate and agree that in the event of the termination of this Lease pursuant to the above subsection (a), Landlord shall recover from Tenant, as and for liquidated damages, an amount equal to the Rent set forth herein for the unexpired portion of the Term demised reduced by all Rent collected for the Demised Premises for the same period after adjusting said collected rent by the cost to Landlord for eviction fees, real estate broker fees, attorneys' fees, Tenant concessions, remodeling costs any other out of pocket expenses incurred or to be incurred by the Landlord. If the Demised Premises, or any part thereof, be re-let by Landlord for the unexpired Term of said Lease, or any part thereof, the rentals so received, less all costs of re-letting, shall be credited against such liquidated damages as provided for in subsection (a) above.

30. DEFAULT; REMEDIES; RE-ENTRY.

(a) Tenant Defaults. The occurrence of any of the following (each an "Event of Default") shall constitute a material breach by Tenant pursuant to this Lease: (i) Tenant's failure to pay any Rent, including Additional Rent, within ten (10) days of when due; (ii) Tenant's failure to pay any other charges when due under this Lease, where such failure continues for ten (10) days after Tenant receives written notice from Landlord that such payment is due; (iii) Tenant's failure to retender Rent or Additional Rent in the event of a dishonored payment within three (3) days following notice, or thereafter fails to comply with the late payment fee provisions of Section 8 above; (iv) violation of the restrictive use provisions set forth in Section 9 of this Lease following three (3) days prior notice; (v) assignment or subletting without Landlord's Consent as provided in Section 22; (vi) encumbering any driveways; (vii) Tenant's failure to observe or perform any other covenant, term or condition of this Lease where such failure continues for ten (10) days after Tenant receives written notice thereof from Landlord; provided that if such failure cannot reasonably be cured within such ten (10) day period, Tenant shall not be in default hereunder so long as Tenant commences such cure within such ten (10) day period and thereafter diligently prosecutes such cure to completion; or (viii) the making by Tenant of any general assignment or general arrangement for the benefit of creditors, or a Bankruptcy Event (unless, in the case of a petition filed against Tenant, the petition is dismissed within sixty (60) days), or the attachment, execution or judicial seizure of all or substantially all of Tenant's assets or of Tenant's interest in this Lease, unless discharged within sixty (60) days.

(b) Landlord's Remedies. Upon any Event of Default by Tenant pursuant to subsection 30(a) above, in addition to any other remedies available to Landlord at law or in equity, Landlord shall have the immediate option to (i) terminate this Lease and all rights of Tenant hereunder by giving at least five (5) days written notice of such intention to terminate, whereupon all Base Rent for the remainder of the current Lease year and any Additional Rent then due shall become immediately due and payable to Landlord; or (ii) have this Lease continue in effect for so long as Landlord does not terminate this Lease and Tenant's right to possession of the Premises shall continue, in which event Landlord shall have the right to enforce all of Landlord's rights and remedies under this Lease including the right to recover Base Rent,

Additional Rent and all other charges payable by Tenant under this Lease as they become due under this Lease; or (iii) without terminating this Lease, cure, pay or discharge any breach or violation hereof which amount so expended plus interest at 12% per annum shall be added to the next monthly incremental payment of Rent, and treated in the same manner as Additional Rent hereunder; or (iv) without terminating this Lease, make such alterations and repairs as may be necessary in order to re-let the Premises, and re-let the Premises or any part thereof for such term or terms (which may be for a term extending beyond the Term) at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable; or (v) to commence an action for money damages that have accrued to that date without prejudice to any sub-agreement action for damages accrued for sub-agreement periods. In the event Landlord exercises option (ii) or (iv) above, Landlord and Tenant agree that because Landlord's damages would be uncertain and difficult to calculate Landlord shall be entitled to recover from Tenant, as and for liquidated damages, an amount equal to the Rent set forth herein for the unexpired portion of the Term demised reduced by all rent collected for the Demised Premises for the same period after adjusting said collected rent by the cost to Landlord for eviction fees, real estate broker fees, Tenant concessions, remodeling costs any other out of pocket expenses incurred or to be incurred by the Landlord. If the Demised Premises or any part thereof be re-let by Landlord for the unexpired Term of said Lease, or any part thereof, the rentals so received, less all costs of re-letting, shall be credited against such liquidated damages as provided for herein. To effectuate the foregoing, Landlord shall be permitted to bring actions from time to time to reduce to judgment all damages permitted herein. Landlord's rights herein are subject to Section 59 of this Lease.

31. CURE BY LANDLORD. If Tenant shall breach any term or covenant in this Lease, Landlord may immediately or at any time thereafter and without notice perform Tenant's obligation for the Tenant's account and if Landlord makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to reasonable attorneys' fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred (together with interest and costs thereon) shall be paid by Tenant to Landlord as Additional Rent within ten (10) business days of rendition of any bill or statement to Tenant therefor.

32. NO REPRESENTATIONS BY LANDLORD. Landlord or Landlord's agents have made no representations or promises with respect to the Demised Premises except as herein expressly set forth. The taking possession of the Demised Premises by Tenant shall be conclusive evidence that Tenant accepts the same "as is" and agrees that the Demised Premises were in good and satisfactory condition at the time such possession was taken.

33. END OF TERM. Upon the expiration or other termination of the Term of this Lease, Tenant shall quit and surrender to Landlord the Demised Premises, broom clean, in good order and condition, ordinary wear excepted, and Tenant shall remove all of its movable personal property. Tenant's obligation to observe and perform this covenant and to pay all items of Additional Rent (including, but not limited to, Insurance, Taxes [as hereinafter defined] and utility charges) required for a full or partial calendar year as required hereunder shall survive the expiration or other termination of the Term of this Lease. In the event Tenant fails to quit and surrender the Demised Premises to Landlord upon the expiration or other termination of this Lease, the Base Rent shall be as set forth in Section 23 herein.

34. QUIET ENJOYMENT. Landlord covenants and agrees with Tenant that upon Tenant paying the Base Rent and Additional Rent and observing and performing all the terms, covenants and conditions on Tenant's part to be observed and performed, Tenant may peaceably enjoy the Premises hereby demised subject, nevertheless, to the terms and conditions of this

Lease.

35. TRASH AND GARBAGE REMOVAL. Tenant shall keep the Demised Premises in a clean, sanitary, and orderly condition. Tenant shall also properly store all rubbish out of view and within the Premises, and then provide for removal of all such rubbish in containers of Tenant at Tenant's sole cost and expense.

36. Intentionally omitted.

37. TAXES AND INSURANCE.

(a) Beginning on the Commencement Date, Tenant agrees to pay as Additional Rent the premiums for the all risk insurance coverage as provided in Section 25(b) (and any other insurance coverage) maintained by Landlord with respect to the Premises. Tenant shall pay such insurance premiums as follows: beginning on the Commencement Date, and then on the first day of each calendar month following, to be made simultaneously with each payment of the monthly installments of Base Rent due as provided herein, Tenant shall pay to Landlord a sum equal to one-twelfth (1/12th) of the budgeted insurance premiums. Landlord shall provide Tenant with a statement setting forth the estimated insurance premiums thirty (30) days prior to each calendar year for the Term. Within ninety (90) days after the end of each calendar year, Landlord shall submit to Tenant a statement of the insurance premiums incurred in the calendar year just ended. In the event the payments made by Tenant during such calendar year exceed the premiums paid by the Landlord for such insurance, Landlord shall refund the overpayment made by Tenant within thirty (30) days after the date of such insurance premium statement. In the event the budgeted payment is less than the actual amount of the insurance premiums that the Landlord pays for such insurance, then Tenant shall remit as Additional Rent, within thirty (30) days after the date of the statement therefor from Landlord, the amount due as set forth therein. Nothing contained herein shall operate to reduce the Base Rent payable hereunder.

(b) Landlord shall pay directly to the applicable taxing authority all real estate taxes, assessments, sewer and pure water charges relating to the Premises for each calendar year, or part thereof (collectively, "Taxes"). Beginning on the Commencement Date, Tenant agrees to pay Landlord as Additional Rent, all Taxes for each calendar year, or part thereof, paid by the Landlord during the Term. Tenant's obligation for Taxes shall be paid as follows: beginning on the Commencement Date, and then on the first day of each calendar month following, to be made simultaneously with each payment of the monthly installment of Base Rent due as provided herein, Tenant shall pay to Landlord a sum equal to one-twelfth (1/12th) of the estimated Taxes for each calendar year during the Term. Landlord shall provide Tenant with a statement setting forth the estimated Taxes thirty (30) days prior to each calendar year for the Term. Within ninety (90) days after the end of each calendar year, Landlord shall submit to Tenant a statement of all Taxes for said calendar year. In the event the payments made by Tenant during the calendar year exceed Tenant's tax obligation as provided herein, Landlord shall refund the overpayment made by Tenant within thirty (30) days after the end of each calendar year. In the event the budgeted payment is less than the Tenant's obligation for Taxes, then Tenant shall remit as Additional Rent, within thirty (30) days after receipt of a statement therefor from Landlord, the amount due as set forth therein. Nothing contained herein shall operate to reduce the Base Rent payable hereunder. So long as Tenant is not in default hereunder, Tenant shall not be responsible for fines, penalties, interest or other costs and expenses incurred as a result of any delinquency by Landlord in the payment of Taxes. In lieu of the provisions of this Section 37, Landlord and Tenant may enter into a fixed tax agreement for one or more years, in which event said agreement shall control the within provisions.

38. Intentionally omitted.

39. Intentionally omitted.

40. RULES AND REGULATIONS. Tenant and Tenant's employees and agents shall observe faithfully and comply strictly with such Rules and Regulations as Landlord or Landlord's agents may from time to time reasonably adopt. Notice of all rules or regulations shall be provided to all Tenants by written notice from Landlord. Nothing in this Lease shall be construed to impose upon Landlord any duty or obligation to issue or enforce the Rules and Regulations or the terms, covenants or conditions contained in any other lease as against any other tenant, and Landlord shall not be liable to Tenant for violation of the same by any other tenants, their respective servants, employees, agents, invitees, visitors or licensees.

41. ENVIRONMENTAL REQUIREMENTS Tenant warrants and covenants that Tenant shall not, and shall not allow, the installation, use, generation, manufacture, storage or disposal of, in or about the Demised Premises any "Hazardous Materials" as defined herein (except for immaterial quantities of Hazardous Materials customarily used in the construction, maintenance or operation of the Demised Premises, all of which shall be used in accordance with applicable laws, statutes, regulations and ordinances then in effect). Tenant hereby agrees to protect, defend, indemnify and hold Landlord harmless from and against any claims, liabilities, penalties, fines, costs (including but not limited to costs associated with the remediation to the Demised Premises), damages and expenses, including but not limited to, costs and expenses which Landlord is obligated to incur, costs of defending civil enforcement actions, costs of participating in regulatory proceedings, or any other civil or administrative action, including without limitation, reasonable attorneys' and expert fees and disbursements, arising out of the Tenant's installation, use, generation, manufacture, storage, release or disposal of any Hazardous Materials in or about the Premises except as provided herein. "Hazardous Materials" shall mean, without limitation, any flammables, explosives, radioactive materials, asbestos, formaldehyde foam insulation, polychlorinated biphenyls, methane, hazardous materials, petroleum, hazardous wastes, hazardous or toxic substances or related materials, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 6901, et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. Sections 2601, et seq.), Articles 15 and 27 of the New York State Environmental Conservation Law or any other currently applicable state or federal environmental law and the regulations promulgated thereunder. Tenant shall not be responsible for any contributions toward environmental remediation of any type, including the cost of investigating, removal, remediation, restoration and/or abatement of any Hazardous Materials, including, but not limited to asbestos, unless any of the aforementioned costs are incurred in environmental remediation of a condition caused by Tenant, or its agents, employees, or contractors. Landlord warrants and covenants to Tenant that to its knowledge, Landlord has not used, generated, stored, or disposed of any Hazardous Materials at the Premises.

42. SECURITY DEPOSIT. Tenant shall pay to Landlord upon the execution of this Lease the sum of [REDACTED] which the parties agree shall be held as security for the faithful performance and observance by Tenant of the terms, provisions and conditions of this Lease. It is agreed that in the event Tenant defaults in respect of any of the terms, provisions or conditions of this Lease, including, but not limited to the payment of any Base Rent or Additional Rent, Landlord may at its option use, apply or retain the whole or any part of the security so deposited to the extent required for the payment of any Base Rent or Additional Rent or any sum as to

which Tenant is in default or for any sum which Landlord may expend or may be required to expend by reason of Tenant's default in respect of any of the terms, covenants and conditions of this Lease, including but not limited to, any damages or deficiency in connection with the re-letting of the Premises, whether such damages or deficiency accrued before or after summary proceedings or other re-entry by Landlord. In the event that Tenant shall faithfully comply with all of the terms, provisions, covenants and conditions of this Lease, the security shall be returned to Tenant, without interest, after the date fixed as the end of the Lease and within a reasonable time after delivery of entire possession of the Demised Premises to Landlord.

43. **BROKERS.** Each party represents and warrants that it has not had any dealing with any realtor, broker, or agent, in connection with the negotiation of this Lease. Tenant shall indemnify and hold Landlord harmless from any cost, expense or liability for any compensation, commission, or charges claimed by any realtor, broker, or agent with whom it has dealt.

44. **CONFIDENTIALITY.** This Lease Agreement and the terms and provisions relating thereto, shall be held in confidence by the Landlord and Tenant and will not be disclosed to third parties except on a "as needed" basis or as may be required in any legal or administrative proceeding or financing requirements.

45. **FORCE MAJEURE.** If either party is delayed or hindered in or prevented from the performance of any act required hereunder because of strikes, lockouts, inability to procure labor or materials, retraction by any governmental authority of any required permit, failure of power, restrictive laws, riots, insurrection, war, fire, inclement weather or other casualty or other reason of a similar or dissimilar nature beyond the reasonable control of the party delayed, financial inability excepted (each, a "Force Majeure Event") subject to any limitations expressly set forth elsewhere in this Lease, performance of such act shall be excused for the period of delay caused by the Force Majeure Event and the period for the performance of such act shall be extended for an equivalent period (including delays caused by damage and destruction caused by such Force Majeure Event). Delays or failures to perform resulting from lack of funds or which can be cured by the payment of money shall not be Force Majeure Events.

46. **NO WAIVER.** No provision of this Lease shall have been deemed to have been waived by Landlord, unless such waiver is given in writing and signed by Landlord. No payment by Tenant or receipt by Landlord of a lesser amount than any Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated Rent. No waiver of any breach of the terms, covenants, agreements, restrictions or conditions of this Lease shall be construed as a waiver of any succeeding breach of any of the same or other covenants, agreements, restrictions or conditions hereof.

47. **WAIVER OF TRIAL BY JURY.** **It is mutually agreed by and between Landlord and Tenant that the respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either party hereto against the other for any matters whatsoever arising out of or in any way connected with this Lease.**

48. **NOTICE.** Any notice, demand, request, approval, consent or other communication or instrument which is, or is required to be, given under this Lease shall be in writing. Except as may otherwise be provided in this Lease, any notice shall be deemed sufficiently given upon the earlier of receipt or refusal of delivery if delivered personally, or upon receipt or refusal if delivered by a nationally recognized overnight courier to the party and at the address of the party set forth in this Lease or at such other address as either party hereto shall designate from time to time in writing, or five (5) days following due posting of said written notice sent by certified mail,

return-receipt requested. Any notices to be sent to Landlord or Tenant shall be addressed to the respective party at their address set forth above. Either party may designate in writing to the other by notice as required herein such other agents or addresses for receipt of notice.

49. INTERPRETATION. For purposes hereof:

(a) If more than one person, partnership, LLC, corporation or other entity, or any combination of one or more of the same is set forth as Tenant herein, then the obligations imposed under this Lease upon the Tenant shall be joint and several.

(b) This Lease shall be governed by the provisions hereof and by the laws of the State of New York without giving respect to principles of conflicts of law.

(c) The parties hereby stipulate and agree that the venue for any action brought to enforce or interpret the rights and obligations of the parties herein shall be commenced either in Wolcott Village Court in the event of an action for summary proceeding, or the Supreme Court, Wayne County.

50. ENTIRE AGREEMENT. It is understood and agreed by the parties hereto that this Lease and exhibits hereto contain the entire understanding between the parties hereto and supersede any prior understandings, memoranda or other written or oral agreements between them respecting the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between the parties relating to the subject matter of this Lease that are not fully expressed herein or therein.

51. PROVISIONS BINDING, ETC. The conditions, covenants and agreements contained in this Lease to be kept and performed by the parties hereto shall be binding upon and inure to the benefit of said respective parties, their legal representatives, successors and assigns. This Section shall not be construed to permit any assignment or subletting, unless otherwise permitted in this Lease, without Landlord's prior written consent. The term "Landlord" as used in this Lease means only the then current owner of the Premises, so that in the event of any sale or sales of the Premises or any portion thereof, any prior Landlord shall be and hereby is entirely freed and relieved of all covenants and obligations of Landlord contained herein, and it shall be deemed and construed without further agreement between the parties or their successors in interest, or between the parties and the purchaser at any such sale, that the purchaser of the Premises has assumed and agreed to carry out any and all covenants and obligations of Landlord hereunder.

52. HEADINGS. Captions of the sections or parts of this Lease are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

53. AMENDMENTS. This Lease may not be modified except by a writing signed by both parties.

54. COUNTERPARTS. This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument. The parties may execute and electronically deliver copies of this Lease and/or counterpart signature pages, which electronic copies shall be equally as effective as delivery of originally-executed counterparts.

55. INVALIDITY. In case any provisions of this Lease shall be held to be invalid,

illegal or unenforceable, in whole or in part, neither the validity of the remaining part of such provision nor the validity of any other provision of this Agreement shall be in any way affected thereby.

56. SURVIVAL OF TERMS. The representations, warranties and conditions of this Agreement shall survive the expiration or earlier termination of this Lease.

57. FAIR MEANING. This Lease shall be construed according to its fair meaning, the language used shall be deemed the language chosen by the parties hereto to express their mutual intent, and no presumption or rule of strict construction will be applied against any party hereto.

58. ATTORNEYS' FEES. If Landlord incurs attorneys' fees to enforce any provision of this Lease, Tenant shall be liable for all disbursements, court costs and reasonable attorneys' fees incurred, regardless of whether or not an action is commenced.

59. COMPLIANCE WITH ARTICLE 33 OF THE PUBLIC HEALTH LAW. Notwithstanding anything contained in this Lease to the contrary, THE LANDLORD ACKNOWLEDGES THAT ITS RIGHT OF RE-ENTRY INTO THE PREMISES SET FORTH IN THIS LEASE DOES NOT CONFER ON IT THE AUTHORITY TO MANUFACTURE AND/OR DISPENSE ON THE PREMISES MEDICAL MARIJUANA IN ACCORDANCE WITH ARTICLE 33 OF THE PUBLIC HEALTH LAW AND AGREES TO PROVIDE THE NEW YORK STATE DEPARTMENT OF HEALTH, MAYOR ERASTUS CORNING 2ND TOWER, THE GOVERNOR NELSON A. ROCKEFELLER EMPIRE STATE PLAZA, ALBANY, NEW YORK 12237, WITH NOTIFICATION BY CERTIFIED MAIL OF ITS INTENT TO RE-ENTER THE PREMISES OR TO INITIATE DISPOSSESS PROCEEDINGS, OR THAT THE LEASE IS DUE TO EXPIRE, AT LEAST THIRTY (30) DAYS PRIOR TO THE DATE ON WHICH THE LANDLORD INTENDS TO EXERCISE A RIGHT OF RE-ENTRY OR TO INITIATE SUCH PROCEEDINGS, OR AT LEAST SIXTY (60) DAYS BEFORE EXPIRATION OF THE LEASE.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, Landlord and Tenant have respectively caused this Lease to be executed by their duly authorized representatives as of the day and year first above written.

LANDLORD:

HURON EVERGREEN LLC

By: _____
Name:
Title:

TENANT:

BUTLER EVERGREEN LLC

By: _____
Name:
Title:

STATE OF NEW YORK)
COUNTY OF WAYNE) ss:

On the ____ day of _____ in the year 20____, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individuals, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF WAYNE) ss:

On the ____ day of _____, in the year 20____, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his their signature on the instrument, the individuals, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

EXHIBIT A

Legal Description of Demised Premises



Wayne County Clerk's Office

Recording Page



Receipt Number: 15-8268

Deed

Instrument Number: R9170338

Date/Time: 05/06/2015 02:10 PM

First OR: BRADY WORLDWIDE INC

First EE: HURON EVERGREEN LLC

Town: WOLCOTT TOWN OF

Town: WOLCOTT VILLAGE (WOLCOTT)

Pages: 6

Employee Id: rd

Serial Number:

Transfer Tax Number: 1912

State of New York
County of Wayne

***** WARNING - This sheet constitutes the Clerks endorsement required by Section 319 of the Real Property Law of the State of New York.**

-FEES-

Recording and Filing	\$7,845.00
Transfer Tax	\$7,520.00
Basic Tax	
Local Tax	
Additional Tax	
Special Tax	
Withheld	
Total	\$7,845.00

-MORTGAGE TAX-

Amount Taxed	\$0.00
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-TRANSFER TAX-

Consideration Amount	\$1,880,000.00
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Michael Jankowski
Wayne County Clerk

*****DO NOT DETACH***
THIS IS NOT A BILL**

2015
6
20

BARGAIN & SALE DEED

THIS INDENTURE, made the 6th day of May, 2015,

BETWEEN BRADY WORLDWIDE, INC., a corporation organized under the laws of the State of Wisconsin, having an office and place of business at 6555 West Good Hope Road, Milwaukee, Wisconsin 53201 ("**Grantor**"), and

7520
HURON EVERGREEN LLC, a New York limited liability company, having an office and place of business at 5800 5800 Lake Bluff Road, North Rose, New York 14516 ("**Grantee**").

25272
WITNESSETH, that the Grantor, in consideration of One Dollar and other valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, the heirs or successors and assigns of the Grantee forever,

ALL THAT TRACT OR PARCEL OF LAND, lying and being in the Village and Town of Wolcott, County of Wayne and State of New York, as more particularly described on Schedule A attached hereto and made a part hereof.

BEING and intending to be the same premises as conveyed to the Grantor by deed dated February 26, 2015 and recorded February 26, 2015 in the Wayne County Clerk's Office at Instrument Number R9168811,

201/601
880,000
TOGETHER with the appurtenances and all the estate and rights of the Grantor in and to said premises, and

TOGETHER with the ownership and rights, if any, of the Grantor to land lying in the bed or any street or highway, adjoining said premises to the center line thereof; and

SUBJECT to easements, agreements, rights of way and restrictions of record, if any.

TO HAVE and to hold the premises herein granted unto the Grantee, the ?? and assigns of the Grantee forever.

AND the Grantor covenants that it has not done or suffered anything whereby the said premises have been encumbered in any way whatever.

THE Grantor, in compliance with Section 13 of the Lien Law, covenants that the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

BEGINNING at a point in the centerline of Guild Street, (West Port Bay Road), said point marking the southwest corner of land owned by Brewster Enterprises, Inc., as recorded in the office of the Wayne County Clerk in Liber 772 of Deeds at page 1; running thence the following courses and distances along land owned by said Brewster Enterprises, Inc., S 80° 23' 30" E, passing through an iron pin, 28.27 feet distant and continuing on the same course, 308.50 feet distant farther, comprising a total distance of 336.77 feet to an iron pin and N 38° 31' 00" E, passing through an iron pipe; 271.73 feet distant and continuing on the same course, 28.27 feet distant farther, comprising total distance of 300.00 feet to a point in the centerline of Conklin Avenue; thence S 80° 23' 30" E, along the centerline of Conklin Avenue, 286.80 feet to a point, marking the northwest corner of land owned by D & L Disposal, as recorded in the office of the Wayne County Clerk in Liber 832 of Deeds at page 261; thence S 37° 29' 00" W, along the west line of land owned by said D & L Disposal, passing through an iron pipe, 17.37 feet distant and continuing on the same course, passing through another iron pipe, 10.84 feet distant and continuing on the same course, passing through an iron pin, 303.32 feet distant, said iron pin marking the northwest corner of land reserved by Donald Cahoon and continuing on the same course, 80.00 feet distant farther, comprising a total distance of 411.53 feet to an iron pin and continuing along land reserved by said Cahoon, the following courses and distances, S 81° 13' 50" W, 68.46 feet to an iron pin, N 80° 58' 50" W, 137.15 feet to an iron pin, S 47° 43' 55" W, 80.25 feet to an iron pin and N 53° 00' 00" W passing through an iron pin, 97.00 feet distant, said iron pin marking the northeast corner of land owned by the Village of Wolcott, Fire House, as recorded in the office of the Wayne County Clerk in Liber 638 of Deeds at page 573 and continuing on the same course, passing through an iron pin, 253.00 feet distant and continuing on the same course, 24.76 feet distant farther, comprising a total distance of 374.76 feet to a point in the centerline of Guild Street, (West Port Bay Road); thence N 38° 31' 00" E, along said street, 16.99 feet to the point and place of beginning, comprising an area of 3.313 acres, according to a survey made by MRB Group, P.C. on April 4, 1991.

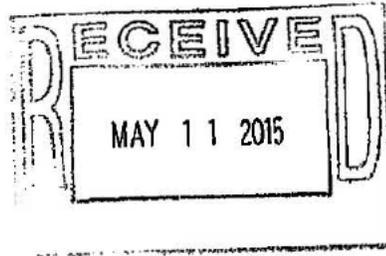
Parcel C

ALL THAT TRACT OR PARCEL OF LAND, situate in the Village of Wolcott, County of Wayne and State of New York, bounded and described as follows: Beginning at the southern most southeast corner of premises as described in the Deed from Donald Cahoon to Permar Systems, Inc. as recorded in the Wayne County Clerk's Office in Liber 858 of Deeds at page 571, said point of beginning also being described as South 53° 00' 00" East

374.76 feet from a point in the centerline of Guild Street (also known as West Port Bay Road), which point is in turn South 38° 31' 00" West 316.99 feet along the centerline of Guild Street from the intersection of the centerlines of Guild Street and Conklin Avenue; thence from said point of beginning South 53° 00' 00" East 169.60 feet to an iron pin; thence North 41° 13' 47" East 192.77 feet to an iron pin set in the northern most southeasterly corner of the above referenced Permar Systems, Inc. premises; thence the following courses and distances along the southeasterly line of the referenced Permar Systems, Inc. premises, South 81° 13' 50" West 68.46 feet to an iron pin, North 80° 58' 50" West 137.15 feet to an iron pin and south 47° 43' 55" West 80.25 feet to the iron pin marking the point and place of beginning and comprising an area of 0.475 acres.



Phillips Lytle LLP



VIA UPS OVERNIGHT DELIVERY

May 7, 2015

Chief, Site Control Section
New York State
Department of Environmental Conservation
Division of Environmental Remediation
625 Broadway
Albany, NY 12233-7020

Re: Cahoon Parcel Site - Off Site
Electromark Site, Site ID No.: C859026A
Post-Closing Notice of Completion of Transfer

To Whom It May Concern:

C
O
P
Y

On behalf of Brady Corporation, owner of property referred to in the November 17, 2014 Order on Consent and Administrative Settlement as the Electromark Site, Brady Corporation is providing this Notice that the transfer of the Site from Brady Corporation to Huron Evergreen LLC was completed yesterday May 6, 2015.

In addition, the name and contact information for the new owner is [REDACTED], Huron Evergreen LLC, 5800 Lake Bluff Road, North Rose, NY 14516 ([REDACTED]) and the contact information for the new owner-representative is Donald Fox, Evans & Fox LLP, 95 Allens Creek Road, Suite 300, Rochester, NY 14618 (585-241-5999 and dfox@evansfox.com).

Respectfully submitted,

Phillips Lytle LLP

By

Kevin M. Hogan

Ocn/Doc #01-2860604.1

cc: James Mahoney, NYSDEC, Assistant Regional Attorney
Donald Fox, Owner- Representative

ATTORNEYS AT LAW

ONE CANALSIDE 125 MAIN STREET BUFFALO, NY 14203-2887 PHONE 716 847 8400 FAX 716 882 8100

NEW YORK: ALBANY, BUFFALO, CHAUTAUGUA, GARDEN CITY, NEW YORK, ROCHESTER | WASHINGTON, DC | CANADA: WATERLOO REGION | PHILLIPSLYTL.COM

OPTION AGREEMENT

THIS OPTION AGREEMENT (“Option Agreement”) is made as of the 1st day of June, 2015, by and between **WOLCOTT REALTY INC.**, a New York corporation with a mailing address of 5800 Lake Bluff Road, North Rose, New York 14516 (the “Landlord”) and **BUTLER EVERGREEN LLC**, a New York limited liability company with a mailing address of 6188 West Port Bay Road, Wolcott, New York 14590 (the “Tenant”).

1. The Landlord is under contract to purchase certain real property more commonly known as 11845-R Orchard Street with Tax Account Number [REDACTED] and 12086 Conklin Avenue with Tax Account Number [REDACTED] both in the Village of Wolcott, County of Wayne and State of New York and more particularly described and set forth in Exhibit A attached hereto, together with all improvements located thereon (the “Premises”). [REDACTED]

Redacted pursuant to N.Y. Public Officers Law, Art. 6

2. The Premises Option, and the rights and privileges granted under this Option Agreement with respect thereto shall be for a term (the “Option Term”) commencing on the date of Landlord’s acquisition of the Premises (the “Commencement Date”) and expiring three (3) months from the Commencement Date (the “Expiration Date”). The Premises Option is sometimes referred to as the “Option”.

3. The Tenant may exercise the Option by written notice to the Landlord

delivered personally or by prepaid registered or certified mail return receipt requested, Federal Express, or similar private overnight courier, addressed to the Landlord at the address set forth above.

The Tenant's notice of its exercise of the Option shall be mailed by the Landlord on or before the Expiration Date. The address for the giving of notice may be changed by Landlord by written notice in compliance with this paragraph 3 to Tenant at the address set forth in the first paragraph of this Agreement.

4. If the Tenant exercises its Option, the Landlord and the Tenant shall be deemed, upon the exercise of the Option, to have entered into a lease agreement in the form attached hereto as Exhibit B (the "Lease") for the Premises.

5. If the Tenant exercises the Option, Tenant shall pay and send any security deposit required under the Lease with its notice to exercise its Option.

6. The Landlord agrees to cooperate reasonably with the Tenant, its officers, agents, employees and designees and any consultant engaged by the Tenant to evaluate the Premises for any purpose related to the Tenant's decision whether to exercise the Option.

7. During the Option Term, the Tenant may seek, at its sole cost and expense, assurances from the appropriate governmental authorities that the Tenant's or any assignees' contemplated use of the Premises shall be permitted and approved under applicable zoning and land use ordinances and that existing utilities can provide adequate service for the Tenant's anticipated use of the Premises. Such assurances may include the submission of applications for zoning changes and approvals to the appropriate authorities. The Landlord agrees to cooperate in facilitating the Tenant's endeavors to receive such assurances, including, without limitation, joining the Tenant in

submitting an application for such zoning changes and approvals.

8. Neither Landlord nor Tenant may assign their respective rights or delegate their respective duties arising under this Option Agreement without the prior written consent of the other party.

9. This Option Agreement constitutes the entire agreement between the parties and supersedes all prior or other agreements and representations in connection with the purchase of the Premises.

10. All of the terms, covenants, provisions, conditions and agreements set forth or provided for in this Option Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, distributees, executors, administrators, successors and permitted assigns.

11. Any provision of this Option Agreement may be amended or waived if and only if such amendment or waiver is in writing and signed by all parties hereto.

12. This Option Agreement shall be construed and enforced in accordance with and governed by the internal laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

13. This Option Agreement may be signed in any number of counterparts, each of which shall be an original with the same effect as if the signatures thereto were upon the same instrument. This Option Agreement shall become effective when each of the parties hereto shall have received a counterpart hereof signed by the other party.

14. If any provision of this Option Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid,

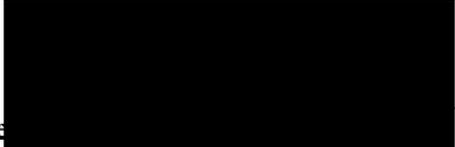
unenforceable or void, the remainder of this Option Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect.

15. Either party shall execute, at the request of the other, a memorandum of this Option Agreement for recording in the Wayne County Clerk's Office in accordance with the provisions of Section 294 of the Real Property Law.

IN WITNESS WHEREOF, the Tenant and the Landlord have executed this Option Agreement the day and year first above written.

LANDLORD:

WOLCOTT REALTY INC.

By: 
Name: _____
Title: President

TENANT:

BUTLER EVERGREEN LLC

By: 
Name: Scott Marshall
Title: Manager

EXHIBIT A

Premises

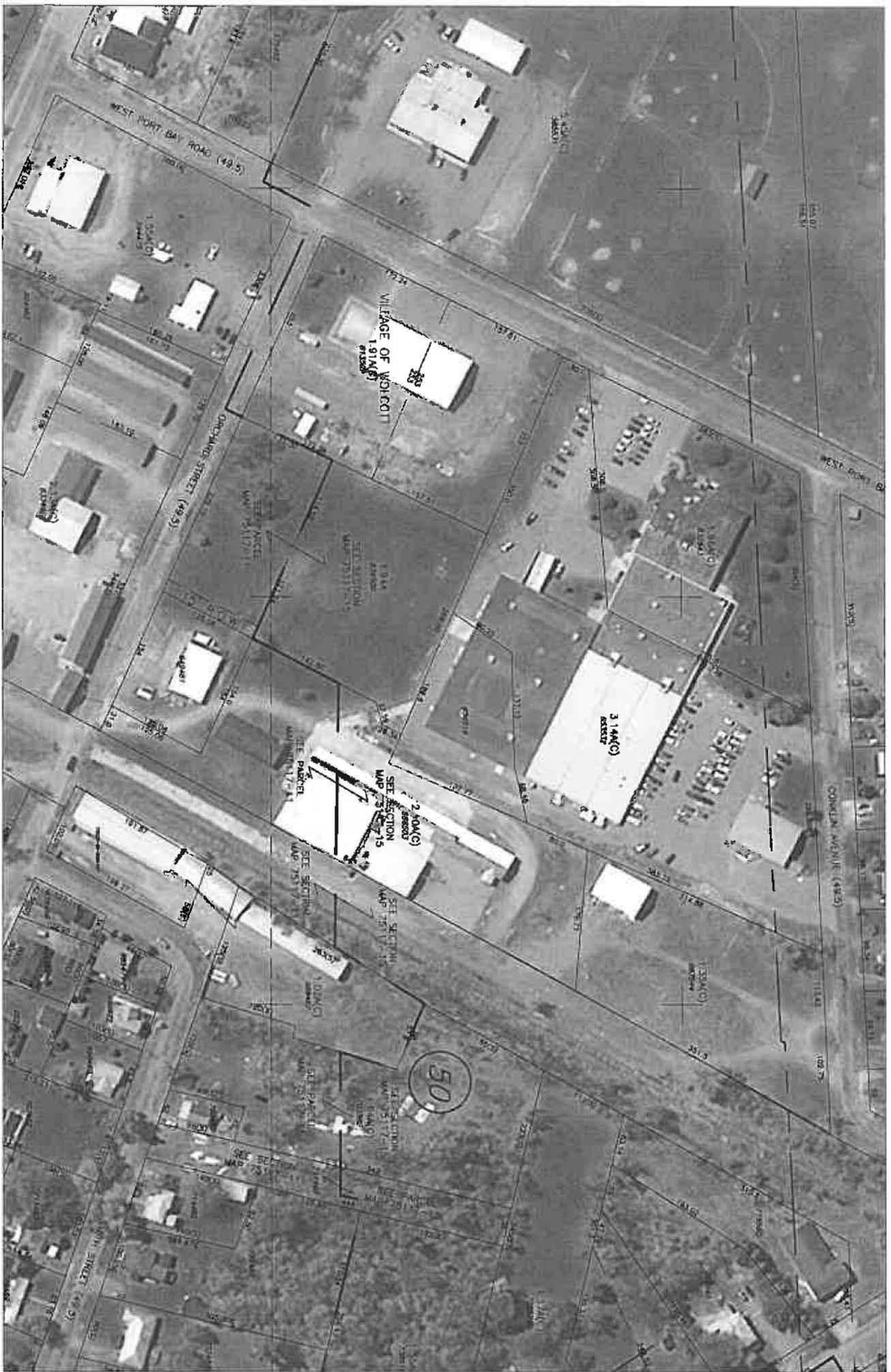


EXHIBIT B

Lease Agreement

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Agreement"), is made as of the _____, between **WOLCOTT REALTY INC.**, a New York corporation with a mailing address of 5800 Lake Bluff Road, North Rose, New York 14516 ("Landlord"), and **BUTLER EVERGREEN LLC**, a New York limited liability company with a mailing address of 6188 West Port Bay Road, Wolcott, New York 14590 ("Tenant").

WITNESSETH:

In consideration of the mutual covenants and conditions contained herein, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the real property described herein in accordance with the following terms and conditions:

1. DEMISED PREMISES. The Landlord hereby leases to the Tenant and the Tenant hereby takes from the Landlord, for the Term (hereinafter defined) and upon the terms, covenants, and conditions set forth in this Lease certain buildings (collectively, the "Building") and the real property located at and commonly known as 11845-R Orchard Street with Tax Account Number [REDACTED] and 12086 Conklin Avenue with Tax Account Number [REDACTED] both in the Village of Wolcott, County of Wayne and State of New York and more particularly described and set forth in Exhibit A attached hereto and made a part hereof (hereinafter the "Demised Premises" or the "Premises").

TEDM
Redacted pursuant to N.Y. Public Officers Law, Art. 6

Landlord shall

not be liable for failing to deliver the Demised Premises to Tenant on the Commencement Date; however, Tenant shall not be required to pay Rent until the Demised Premises is delivered to Tenant, which shall be Tenant's sole remedy, and the Term shall not be extended.

3. RENEWALS. Provided that the Tenant is not in default under this Lease at the end of the Initial Term or anytime in the previous twelve (12) months, and provided further that this Lease has not previously been terminated or the Tenant or Landlord has not exercised the right to void the automatic renewal as provided hereinafter, then this Lease shall automatically be renewed following the Initial Term for an additional term of [REDACTED] the "First Renewal Term"), which Renewal Term shall immediately follow and commence upon expiration of the Initial Term; all of the same terms and conditions as set forth in this Lease shall apply during the First Renewal Term. If the Tenant is not in default under this Lease at the end of the First Renewal Term or anytime in the previous twelve (12) months, and provided further that this Lease has not previously been terminated or the Tenant or Landlord has not exercised the right to void the automatic renewal as provided hereinafter, then This Lease shall automatically be renewed following the First Renewal Term for an additional term of [REDACTED] the "Second Renewal Term") (the First Renewal Term and the Second Renewal Term are each a "Renewal Term"), which Second Renewal Term shall immediately follow and commence upon expiration of the First Renewal Term; all of the same terms and conditions as set forth in this Lease applicable during the First Renewal Term shall apply during the Second Renewal Term, except that no additional renewal term shall be applicable following the expiration of the Second Renewal Term. Each Renewal Term shall automatically occur unless the Tenant or Landlord shall give written notice to the other not earlier than one (1) year prior to the expiration of the

Initial Term or the First Renewal Term, as the case may be, and not later than one hundred eighty (180) days prior to the expiration of the Initial Term or the First Renewal Term, as the case may be, that such party desires to void the First Renewal Term or the Second Renewal Term, in which case the Term of this Lease shall terminate on the last day of the Initial Term or the First Renewal Term, as the case may be. Time is of the essence for each renewal.

4. RENT.
Redacted pursuant to N.Y. Public Officers Law, Art. 6

Tenant shall pay all Base Rent in equal monthly installments, for the Tenant's convenience, on the first day of each month at the offices of Landlord or such other place as Landlord may designate, without any abatement, setoff or deduction whatsoever. In the event the Initial Term of this Lease commences on a day other than the first day of the month, a pro-rated rental payment for the balance of said month shall be due on the Commencement Date. Any payment required to be made by the Tenant under the provisions of this Lease other than payments of Base Rent shall be designated herein as "Additional Rent", and shall be paid without any abatement, setoff or deduction whatsoever. The Base Rent and Additional Rent due from Tenant to Landlord hereunder are collectively referred to as "Rent".

5. Intentionally Omitted.

6. ADDITIONAL RENT. As Additional Rent, Tenant does hereby further agree to pay all taxes, insurance, repairs and maintenance attributable to the Demised Premises, the Late Payment Fee in Section 8 herein and any other payment required herein.

7. UTILITIES. Landlord shall make utilities available to Tenant as may be reasonably required by Tenant. Beginning upon the Commencement Date, Tenant agrees to make all arrangements for supply of and to timely pay all charges for separately metered electricity, gas, water usage or other utilities consumed in and on the Demised Premises directly to the applicable utility provider.

8. LATE PAYMENT FEE. In the event Tenant fails to make any Rent payment to Landlord in the full amount due within five (5) calendar days after the date when the same is due and payable, Tenant agrees to pay, as Additional Rent, a late fee of [REDACTED] of the unpaid portion of said Rent, for that month, and for each subsequent month or portion thereof (but not to exceed 24%) until paid in full. Such late fee may be assessed by Landlord to cover the additional administrative expenses in processing late payments and shall be immediately due and payable to the Landlord. In no event shall this provision be deemed to grant Tenant any grace

period or extension of time to pay any Rent as required hereunder, nor shall it prohibit or bar Landlord from exercising any of its rights hereunder. Tenant further agrees that an administrative fee of \$50.00 shall be due, as Additional Rent, for a dishonored check tendered by Tenant as payment of any Rent.

9. USE OF DEMISED PREMISES. Tenant shall use and occupy the Demised Premises solely for commercial use and office space in support thereof (the "Intended Use") and for no other purpose whatsoever.

10. LICENSE. In the event Tenant is unable to obtain a license from the New York State Department of Health pursuant to Article 33 of the New York State Public Health Law, then either party may terminate this Lease upon thirty (30) days' written notice to the other.

11. DELIVERY OF PREMISES. Tenant shall take the Premises "as is" and shall be responsible for performing any improvements that it desires at Tenant's sole expense, subject to Landlord's prior written approval of Tenant's plans within ten (10) days of receipt thereof, which approval shall not be unreasonably withheld.

12. Intentionally omitted.

13. ALTERATIONS. Tenant shall make no alterations, installations, additions or improvements in or to the Demised Premises without Landlord's prior written consent, which may be given or denied in Landlord's sole and absolute discretion, if said alteration, installation, addition or improvement (i) involves any structural, roof, roof system or other exterior alteration or modification, or (ii) involves any alteration or modification of the Building HVAC, plumbing or electrical systems, or (iii) involves an expenditure within any twelve (12) month period in excess of One Thousand Dollars (\$1,000.00), or (iv) materially alters or expands the envelope of any Building on the Premises, or (v) materially reduces the fair market value of the Premises or any Building. Any other alteration, installation, addition or improvement to the Demised Premises may be made without Landlord's consent; provided, however, no alteration, installation, addition or improvement shall be ongoing for a period in excess of ninety (90) calendar days. If such alteration, installation, addition or improvement to the Demised Premises shall reasonably be expected to exceed ninety (90) calendar days, Tenant shall obtain Landlord's prior written consent prior to commencement of the alteration, installation, addition or improvement, which consent may be given or denied in Landlord's sole discretion. Whether or not Landlord's consent is required hereunder, Tenant shall provide Landlord with prior written notice of such contemplated work and the particulars thereof for Landlord's records. For any work that requires Landlord's consent, Tenant, at its sole expense, shall submit to Landlord plans and specifications prepared by a licensed architect at the time such consent is sought. All alterations, additions or improvements shall be performed in accordance with the provisions of this Lease, in accordance with all applicable insurance requirements, in accordance with all drawings and specifications provided to and approved, if required, by Landlord, in accordance with all warranties in effect with respect to all or any portion of the Building, in conformance with all applicable laws, in accordance with all necessary governmental approvals and permits (which Tenant shall obtain at its sole expense) and in a good and workmanlike manner, and diligently prosecuted to completion. Any work performed by Tenant shall be subject to Landlord's inspection and reasonable approval after completion to determine whether the same complies with the requirements of this Lease, and Tenant shall promptly remedy any defective or reasonably disapproved work upon written notice of same from Landlord. In determining whether to give its consent to any alterations, additions or improvements which require Landlord's consent, Landlord may take into consideration all relevant factors in Landlord's discretion including, without limitation, the effect of such work on

the value of the Building. Tenant shall use a qualified, licensed contractor to perform any alterations, additions, or improvements to the Demised Premises. If (with Landlord's consent) the Tenant expands the square feet available to the Tenant, the Base Rent shall be adjusted to reflect the additional leasable square footage. In the event the roof of the Building is penetrated, compromised, or is otherwise damaged as a result of Tenant's installation or use of its equipment, solar panels or otherwise (hereinafter, "Tenant Caused Roof Damage"), Tenant shall, at its sole cost and expense, cause the damaged portion of the roof to be replaced by a qualified roofer approved by the Landlord. At the end of the Term of this Lease, the Tenant shall remove all installations that it has made to the roof and shall pay Landlord, within fifteen (15) days after Landlord provides Tenant with a statement therefor, Landlord's actual cost to replace the damaged portion of the roof due to such installation or removal, as Additional Rent.

If any mechanic's lien is filed against the Demised Premises in connection with any improvement of the Demised Premises by Tenant, it shall be discharged by Tenant, at Tenant's expense, within fifteen (15) days after written request by Landlord. In the event of Tenant's failure to discharge or otherwise remove said lien within said period, Landlord may take such steps and incur such expenses as may be required to discharge or otherwise remove said lien, and the cost thereof shall be payable by Tenant as Additional Rent hereunder within fifteen (15) days after Landlord provides Tenant with a statement therefor.

Except as provided in Section 13 above, all constructions, additions and improvements, whether temporary or permanent, made and maintained in or on the Demised Premises, either by the Tenant or Landlord, shall be the sole property of the Landlord from the time of construction or installation, and shall not be removed or damaged by Tenant, nor shall the Tenant claim any compensation therefor. It is understood and agreed that any movable furniture, personal property, signs (including, but not limited to, signs on the exterior façade of the Building), trade fixtures, and trade furnishings placed upon the Demised Premises by the Tenant are to remain the property of the Tenant and shall be removed by Tenant from the Demised Premises promptly at the expiration or earlier termination of the Initial Term, or any applicable Renewal Term; Tenant, at its own cost and expense, shall repair any damage, including but not limited to discoloration of the exterior façade due to removal of exterior signs, caused by such removal. Any such furniture, fixtures and trade furnishings, or any inventory or other personal property of Tenant or any other party, not removed at the termination or earlier expiration of the Lease, shall be deemed abandoned. Notwithstanding the foregoing, Landlord may charge Tenant for the cost of removal of such property and making required repairs and the charge therefor shall be payable by Tenant as Additional Rent hereunder and shall be paid by Tenant within fifteen (15) days after Landlord provides Tenant with a statement therefor. There shall be no charge by Landlord for review of plans or any inspections that Landlord deems necessary with regard to Tenant's alterations. Tenant shall have the right to select the contractor, subcontractor, engineer and/or architect of its choice to perform its alterations so long as the same are qualified and licensed. However, any and all costs incurred with respect to said alteration shall be borne by the Tenant. Further, in regard to any and all contractors and/or subcontractors performing construction, additions and/or improvements to the Demised Premises, the Tenant shall provide to Landlord evidence of adequate liability insurance (including but not limited to Labor Law section 200/240/241 coverage), workers' compensation for all workers and all other required insurance.

14. REPAIRS. Except in the event of an insured loss as set forth in Sections 20 and 25, Landlord, at its sole cost and expense, shall make all repairs to exterior walls, foundation and other structural portions of the Demised Premises (unless such damage is caused by the Tenant, Tenant's employees, contractors, agents, or invitees, in which event the Tenant shall make said repairs). Landlord shall be responsible for repairing costs of constructive defects in the Building,

Building systems, and areas outside of the Building (but not including Tenant improvements or alterations). In addition, Landlord shall make all repairs to the roof (except in the event of Tenant Caused Roof Damage).

Tenant shall take good care of the Demised Premises and all fixtures and appurtenances contained therein, together with the Premises windows and all plate glass, doors, lighting fixtures, HVAC unit(s), hot water tank, plumbing, sewage and drainage systems, and system(s) servicing the Demised Premises and all of Tenant's exterior signage provided in Section 16; Tenant shall, at its sole cost and expense, make all maintenance, repairs, and replacement thereto or thereof as needed to preserve all of the same in good working order and condition. Tenant shall maintain, at its sole cost and expense, a maintenance service contract for the HVAC system servicing the Demised Premises. Tenant shall remove all ice and snow from the Demised Premises, including through the application of salt and other de-icing materials. In the event Tenant fails to perform any such maintenance or repairs within a reasonable time after notice from Landlord, the same may be made by Landlord (but Landlord is not obligated to do so) at Tenant's expense, and the cost thereof shall constitute Additional Rent and shall be paid by Tenant within fifteen (15) days after rendition of a statement therefor by Landlord. All trade and business machines, fixtures, devices, and equipment installed by Tenant in the Demised Premises shall be placed, maintained and repaired by Tenant at Tenant's expense, in a manner sufficient, in Landlord's judgment, to absorb and prevent excessive vibration, noise and annoyance to any neighboring property owner or their tenants. Tenant shall not injure, overload, deface or otherwise harm the Premises or any equipment or installation therein. Tenant shall not install antennae or equipment on the roof without Landlord's prior written consent, which shall be granted in Landlord's sole discretion.

15. NUISANCE. Tenant shall not: (i) create any nuisance, nor permit the emission of any objectionable sound, sewage, drainage, or odor from the Premises, nor place or permit any radio, television, loudspeaker, sound amplifier or any phonograph or any other device, outside the Premises or any place where sound may be heard outside the Premises, (ii) conduct or allow upon the Premises any business which is contrary to the terms of this Lease, or (iii) install or operate communications dishes, antennae or other telecommunications equipment, unless approved in writing by Landlord. In the event that Landlord permits Tenant to install or operate communications dishes, antennae, or other telecommunications equipment at the Demised Premises, then Tenant shall operate its equipment within the technical parameters specified by its manufacturer and/or as defined by the FCC, and Tenant shall not use any portion of the Premises in any way which causes radio frequency and/or electrical interference with any equipment of a neighboring property owner or their tenant. In the event of any such interference by Tenant, Tenant shall immediately terminate the interference. In the event the interference is not terminated by Tenant within five (5) business days of notice, then Landlord shall have the right to terminate this Lease upon written notice to Tenant, unless such condition cannot be reasonably corrected within said five (5) day period and Tenant is using its best efforts to correct the condition creating the interference.

16. SIGNAGE. Any and all signage maintained by Tenant (including signage on the Building's exterior) shall comply with all municipal rules and regulations, shall be subject to municipal approval, shall be located at such places as shall be designated by Landlord and shall be preapproved by the Landlord. Tenant shall not use or attach interior signs, placards or other advertising media or other objects (whether printed or handwritten) to the windows, doors, or exterior or interior of the Premises, except with the prior written consent of the Landlord which shall be subject to Landlord's sole discretion. Tenant shall have the right to install a sign on the Building's exterior façade with the Tenant's name and logo.

17. REQUIREMENTS. Tenant shall not do, or permit to be done, any act within or upon the Demised Premises which invalidates any fire insurance policies covering the Building, fixtures or property therein, shall not do or permit any act within or upon the Demised Premises which might subject Landlord to any liability for injury to any person or persons or damage to property by reason of any business or operation being carried on within or upon said Demised Premises, and shall not bring to or keep anything therein, except as now or hereafter permitted by the fire department(s) servicing the Building, the Board of Fire Underwriters and any fire insurance rating organization, or other authority having jurisdiction. Notwithstanding anything in this Lease to the contrary, Tenant shall not be responsible for making capital improvements to the Premises in order to comply with any regulation or law, except such as are due to and necessitated by the specific use made of the Demised Premises by Tenant.

18. COMPLIANCE. Landlord represents that the Premises, as of the Commencement Date, shall be in compliance with all codes and regulations pursuant to any federal, state or local government law regulation including the provisions of the Americans for Disabilities Act of 1992. After Tenant's occupancy, Tenant shall bear responsibility for and ensure compliance within the Demised Premises with all codes and regulations pursuant to any federal, state or local government law or regulation including the provisions of the Americans for Disabilities Act of 1992.

19. SUBORDINATION/ESTOPPEL CERTIFICATE. This Lease is subject and subordinate to all existing or future mortgages given by the Landlord which may now or hereafter affect the Premises, and all renewals, modifications, consolidations, replacements and extensions thereof. While this clause shall be self-operative and automatic, Tenant agrees to execute, within ten (10) business days following written request by Landlord or any said mortgagee, a further subordination non-disturbance agreement in form satisfactory to Landlord or its mortgagee, in their sole discretion. In addition, within ten (10) business days following written request by Landlord or any such mortgagee, Tenant agrees to execute an estoppel certificate requested by the Landlord or said mortgagee in a form satisfactory to Landlord or its mortgagee, in their sole discretion. Tenant shall provide said subordination non-disturbance agreement and estoppel certificate without charge.

20. DESTRUCTION BY FIRE OR OTHER CAUSE. If the Demised Premises shall suffer minor damage by fire or other cause not the fault of Tenant, the damages shall be repaired by the Landlord as promptly as reasonably possible. Tenant shall maintain such business interruption insurance as it shall believe applicable to cover any damages that it incurs as a result of a loss of all or any portion of the Demised Premises until repairs are complete.

If the Demised Premises shall be totally or significantly damaged or rendered significantly untenable by fire or other cause, then in such event the Landlord may, at its option, either terminate this Lease or elect to have the damaged Premises repaired or rebuilt. The Landlord shall notify the Tenant as to its election within sixty (60) days after the casualty in question. If the Landlord elects to terminate this Lease, then the same shall terminate ten (10) days after such notice is given, and the Tenant shall immediately vacate and surrender the Demised Premises to the Landlord but shall pay Rent and all other accrued charges hereunder to Landlord through the date, as determined by Landlord in its reasonable discretion, on which Tenant vacates the Premises. In said event, all proceeds from any casualty insurance policy, except coverage for the Tenant's property, shall be payable to Landlord or its designee. If the Landlord does not elect to terminate this Lease and the casualty is not the fault of Tenant, the Landlord shall repair and/or rebuild the Demised Premises with reasonable promptness to the

same condition as existed before the date of such casualty, subject to any delay from insurance claim adjustment and causes beyond its reasonable control, with the Initial Term or Renewal Term of the Lease, as applicable, to continue without interruption and to remain in full force and effect.

If the Tenant is at fault for any casualty, regardless of the extent of the damage, then the Tenant shall reimburse Landlord for its reasonable costs of repairs and construction to bring the Premises into the same condition as existed before such casualty. Tenant hereby expressly waives the provisions of Section 227 of the Real Property Law and agrees that the foregoing provisions of this Article shall govern and control in lieu thereof.

21. EMINENT DOMAIN. If the whole or any part of the Demised Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, the Term of this Lease shall cease and terminate from the date of title vesting in such proceeding and Tenant shall have no claim by reason of this Lease, nor any claim to any part of the award made in such proceeding except for damages to or the taking of its nonremovable fixtures and equipment, relocation or moving allowances or the like, which claim may only be made against the condemning authority.

22. SUBLETTING AND ASSIGNMENT. Tenant shall have no right, at any time, to sublease or assign all or any portion of the Premises to another person or entity without Landlord's prior written consent, to be given at Landlord's sole discretion. If Landlord consents to an assignment or sublease, then all applicable rights of the Tenant under this Lease shall inure to the benefit of the sublease/assignee, but all obligations herein shall remain a joint obligation of the Tenant and the subtenant/assignee, each jointly and severally liable.

Irrespective of the foregoing, the use limitations set forth in Section 9 above shall be applicable to any subtenant and assignee and shall include all use limitations existing at the time of the execution of this Lease, as well as any and all use limitations that may exist at the time of the commencement of said sublease or assignment. Further, the subtenant or assignee shall only use the Demised Premises for the Intended Use.

In the event that Landlord shall permit a sublease, such permitted sublease will be null and void unless it complies with the terms of this Lease and provides that: (i) the sublease is ineffective until Landlord gives its written consent thereto if consent is required under the terms of this Lease; (ii) the sublease is subject and subordinate to this Lease and that if there is any conflict or inconsistency between the sublease and this Lease, this Lease will prevail; (iii) the subtenant agrees to be bound by all of the terms of this Lease except as otherwise provided in the sublease approved by Landlord; (iv) Landlord may enforce all the provisions of the sublease, including the collection of Rent; (v) the sublease may not be modified without Landlord's prior written consent and any modification without this consent shall be null and void; and (vi) if this Lease is terminated or Landlord re-enters or repossesses the Premises, Landlord may, at its option, take over all of Tenant's right, title and interest as sublessor and, at Landlord's option, the subtenant shall attorn to Landlord, but Landlord shall not be (x) liable for any previous act or omission of Tenant under the sublease, (y) subject to any existing defense or offset against Tenant, or (z) bound by any previous modification of the sublease made without Landlord's prior written consent or by any prepayment of more than one month's rent.

Tenant shall reimburse Landlord for all of Landlord's third-party, out-of-pocket, reasonable review costs and expenses incurred by Landlord in connection with any proposed transfer requiring Landlord's consent, up to an aggregate amount of Three Thousand Dollars

(\$3,000.00) plus an annual CPI adjustment increase from the beginning of the Initial Term in the manner described in Section 25(c) herein.

23. HOLDOVER. In the event that the Tenant herein shall holdover following the expiration of the Initial Term, or any applicable Renewal Term, Base Rent for each month following the expiration or termination of the Lease shall be at 120% of the monthly Base Rent incurred in the rental month immediately prior to termination or expiration. If the Tenant holds over beyond the third month immediately following the expiration or termination of the Initial Term, or any applicable Renewal Term, the monthly Base Rent, beginning on the fourth month of Tenant's holdover, shall increase to 150% of the monthly Base Rent for the months Tenant continues to occupy the Demised Premises. The foregoing shall not constitute a lease extension or consent to extend, but shall solely constitute an agreement between the parties as to the fair rental value of the Premises in the event that the Tenant holds over, and such Base Rent shall be paid in accordance with the provisions set forth in Section 4 above.

24. Intentionally omitted.

25. INSURANCE.

(a) Tenant, at its sole expense, shall carry property damage insurance for all of Tenant's personal property and equipment and for all leasehold improvements which are made by Tenant to the Premises. Tenant shall also carry at its sole expense general commercial liability insurance and contractual liability insurance insuring Tenant and Landlord against liability for any and all claims for injuries to or death of persons or damage to property occurring in or about the Demised Premises arising out of the use or occupancy thereof whether prior to or subsequent to the Commencement Date, and also insuring the indemnity from Tenant to Landlord contained in Section 13. The limits of liability under such insurance shall at all times be in an amount not less than One Million Dollars (\$1,000,000.00) for bodily injury or property damage per occurrence, and not less than Two Million Dollars (\$2,000,000.00) annual aggregate, and Tenant shall also carry umbrella coverage, which shall at all times be in an amount not less than Two Million Dollars (\$2,000,000.00). All policies of such insurance shall provide that the Landlord shall receive at least thirty (30) days prior written notice of the cancellation thereof and shall name Landlord as an additional insured. Such insurance shall be written with a company or companies authorized to engage in the business of general liability insurance in the State of New York, and prior to any work, repairs, alterations or other construction on the Premises by or on behalf of Tenant, Tenant shall cause to be delivered to Landlord customary insurance certificates evidencing such insurance and naming the Landlord as an additional insured. In the event Tenant fails to so furnish evidence of such policies, Landlord may obtain the same and pay the premiums thereon, which together with an administrative charge of Five Hundred Dollars (\$500.00) per policy, shall be deemed Additional Rent to be paid by Tenant to Landlord within ten (10) days upon demand.

(b) Landlord agrees to insure the Premises against loss or damage by any peril covered by a standard broad form "all risk" insurance policy in an amount equal to the full replacement cost of the Premises and name the Landlord, Landlord's lender, and anyone else that the Landlord herein designates as an additional loss payee and/or mortgagee, and liability coverage in such coverage amounts as the Landlord, or Landlord's lender, shall determine. Said coverage shall provide for protection for claims under Labor Law Sections 200, 240 and 241 and shall provide loss of rents coverage in the event of a casualty for a period of at least one year. Said coverage shall be written with the company or companies authorized to engage in a business of general liability insurance in the State of New York and shall carry a 30-day prior written notice of cancellation. Tenant shall reimburse Landlord for the cost of such insurance as provided

in Section 37 herein.

(c) Notwithstanding anything contained herein to the contrary, insurance coverage requirements as set forth herein shall be adjusted after the 5th lease year and after every 5th lease year thereafter in accordance with the Consumer Price Index (as hereinafter defined). The CPI adjustment shall be calculated by multiplying the coverage amount during the then-current Term by a fraction, the numerator of which is the CPI (herein defined) for (i) the month prior to the month of calculation and the denominator of which is the CPI for (ii) the month which is 60 months prior to the month described in clause (i) of this sentence. CPI shall mean the Consumer Price Index, northeast urban, all items, base period 1982-1984 = 100% as published by the Bureau of Labor Statistics (the "Index"). If the Index ceases to be published, the Landlord shall select a substitute index which in Landlord's sole judgment is most comparable to the Index.

(d) Prior to entry by any contractor or subcontractor in or onto the Premises for the performance of work thereon at the request of Tenant, Tenant shall procure from each such contractor or subcontractor evidence of general liability insurance covering any such work and construction with minimum limits of liability equivalent to those set forth above, and naming Tenant and Landlord as additional insureds, such insurance to cover, without limitation thereto, any liability, claims or causes of action or damages relating to or arising out of New York Labor Law Article 10, and insure all risks under New York's scaffolding law.

(e) The Landlord and Tenant herein each expressly waives any and all rights of recovery by way of subrogation against each other in connection with any casualty damage covered by any insurance policies noted hereinbefore so long as said policy is in effect and in good standing at the time of loss. Each party herein further agrees to cause its required insurance policy to maintain a waiver of subrogation rider consistent with the provisions herein. The terms of this Section shall include the Landlord and Tenant as well as its officers, employees, agents and representatives of such other party for loss or damage to such waiving party or its property or the property of others under its control arising from any cause insured against by any insurance policy in force (whether or not described herein) carried by such waiving party in lieu thereof, and each party shall cause each insurance policy carried by it to require its respective insurance company to waive all right of recovery by way of subrogation against each party in connection with any damage covered by any policy.

(f) All insurance policies required to be carried herein shall be issued by insurance companies which have a "general policyholders rating" of at least A-VI as set forth in the most recent issue of Best's Insurance Guide. If a party purchases an insurance policy as required herein from an insurance company and that insurance company's general policyholders' rating falls below A-VI, the applicable party required to purchase such insurance shall purchase the required policy from a different insurance company which has a general policyholders rating of at least A-VI within thirty (30) days of the downgrade of the downgraded insurance company's general policyholders rating. Proceeds shall be utilized for the repair or replacement of the Building unless the provisions of Section 20 shall be applicable.

(g) All insurance policies required to be carried by Tenant herein shall contain a provision providing a ten (10) day nonpayment notice to Landlord and a thirty (30) day cancellation notice to Landlord.

26. **INDEMNIFICATION.** Except as otherwise expressly provided in this Lease and for any claims for injury which are to be defended and indemnified by insurance required herein, Tenant shall and hereby does indemnify, hold harmless and defend Landlord and Landlord's

members, managers, partners, joint venturers, shareholders, directors, officers, employees, agents, mortgagees, affiliates and property managers, and their respective officers, members, managers, partners, directors, shareholders, employees and agents from and against any and all real or alleged claims, lawsuits, actions, demands, damages, penalties, costs, expenses and liability whatsoever, including reasonable attorneys' fees and costs, to the extent arising out of (i) the possession, use, maintenance, control or occupancy of the Premises during the Initial Term, or any applicable Renewal Term, except to the extent caused by the gross negligence, willful misconduct, breach of this Lease or violation of applicable laws by Landlord, (ii) the negligence of Tenant, anyone claiming under Tenant or any of their respective employees, agents, representatives, contractors and/or subcontractors, (iii) any work or activity in or about the Premises by Tenant, anyone claiming under Tenant or any of their respective agents, employees, contractors and/or subcontractors, (iv) the filing or potential filing of any mechanic's or materialmen's lien or other proceeding (including, without limitation, any lis pendens) against the Premises in connection with any such work or activity, or (v) a breach of this Lease by Tenant. The obligations of this Section shall survive the expiration or earlier termination of the Lease.

27. TENANT'S RISK OF LOSS. All property kept, stored or maintained by Tenant on the Premises shall, except as set forth herein, be so kept, stored or maintained at the sole risk of Tenant. Landlord shall not be liable, and Tenant waives all claims against Landlord, for damages resulting to Tenant's property from fire or other casualty, whether or not insured against, including, without limitation, burst, stopped or leaking sewers, pipes, conduits, or plumbing fixtures, or for interruption of any utility services, or from any failure of or defect in the heating ventilation and air conditioning system or any electric line, circuit, or facility or any other type of improvement or service on or furnished to the Premises, or from theft, explosion, falling plaster, steam, water or rain or from any other patent or latent cause whatsoever or resulting from any accident in, on or about the Premises, except for damages resulting in whole or in part from Landlord's or its agents' gross negligence or willful misconduct. Any such storage shall take place inside the Demised Premises unless permitted to be stored outside of Demised Premises by law.

28. ACCESS TO PREMISES. Landlord or Landlord's agents shall have the right to enter the Demised Premises at all times during Tenant's normal business hours upon reasonable advance notice: (a) to examine the same, (b) to show same to prospective purchasers or prospective mortgagees of the Demised Premises, (c) to show the same to any prospective tenants of the Premises during the last six (6) months of the Term of this Lease, (d) and for the purpose of making such repairs, alterations, improvements or additions as Landlord may deem necessary or desirable. It is agreed that the Landlord may at any time post "For Rent", "Space Available", or similar signs adjacent to the Premises within the last six (6) months of the then-existing Term so long as the Tenant has not exercised a contractual right to renew this Lease as provided herein. If Tenant shall not be personally present to open and permit entry into the Demised Premises at any time when entry therein shall be necessary or permissible, Landlord or Landlord's agents may enter the same by use of a master key, or, in the event of an emergency, may forcibly enter the Premises without rendering Landlord or Landlord's agent liable therefor and without in any manner affecting the obligations and covenants of this Lease, (provided, however, that Landlord and Landlord's agents shall accord reasonable care to Tenant's property during any such entry). In the event of an emergency, Landlord need not provide advance notice of entry to Tenant.

29. BANKRUPTCY.

(a) If at the date fixed at the Commencement Date or if at any time during the Term hereby demised (or any renewal or extension thereto), there shall be filed by or against Tenant in any Court pursuant to any statute either of the United States or of any State a petition of

bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's property (hereinafter a "Bankruptcy Event") and, within sixty (60) days thereof, Tenant fails to secure a discharge thereof, or if Tenant makes an assignment for the benefit of creditors, Landlord may cancel and terminate this Lease in which event neither Tenant nor any person claiming through or under Tenant by virtue of any statute or of an order of any Court shall be entitled to possession or to remain in possession of the Demised Premises but shall forthwith quit and surrender the Demised Premises. Landlord and Tenant agree that because Landlord's damages would be uncertain and difficult to calculate if a Bankruptcy Event were to occur, Landlord, in addition to the other rights and remedies Landlord has by virtue of any provision herein, or by virtue of any statute or rule of law, may retain as liquidated damages any rent, security deposit, or monies received by it from Tenant or others on behalf of Tenant.

(b) Notwithstanding any other provision herein to the contrary, the parties stipulate and agree that in the event of the termination of this Lease pursuant to the above subsection (a), Landlord shall recover from Tenant, as and for liquidated damages, an amount equal to the Rent set forth herein for the unexpired portion of the Term demised reduced by all Rent collected for the Demised Premises for the same period after adjusting said collected rent by the cost to Landlord for eviction fees, real estate broker fees, attorneys' fees, Tenant concessions, remodeling costs any other out of pocket expenses incurred or to be incurred by the Landlord. If the Demised Premises, or any part thereof, be re-let by Landlord for the unexpired Term of said Lease, or any part thereof, the rentals so received, less all costs of re-letting, shall be credited against such liquidated damages as provided for in subsection (a) above.

30. DEFAULT; REMEDIES; RE-ENTRY.

(a) Tenant Defaults. The occurrence of any of the following (each an "Event of Default") shall constitute a material breach by Tenant pursuant to this Lease: (i) Tenant's failure to pay any Rent, including Additional Rent, within ten (10) days of when due; (ii) Tenant's failure to pay any other charges when due under this Lease, where such failure continues for ten (10) days after Tenant receives written notice from Landlord that such payment is due; (iii) Tenant's failure to tender Rent or Additional Rent in the event of a dishonored payment within three (3) days following notice, or thereafter fails to comply with the late payment fee provisions of Section 8 above; (iv) violation of the restrictive use provisions set forth in Section 9 of this Lease following three (3) days prior notice; (v) assignment or subletting without Landlord's Consent as provided in Section 22; (vi) encumbering any driveways; (vii) Tenant's failure to observe or perform any other covenant, term or condition of this Lease where such failure continues for ten (10) days after Tenant receives written notice thereof from Landlord; provided that if such failure cannot reasonably be cured within such ten (10) day period, Tenant shall not be in default hereunder so long as Tenant commences such cure within such ten (10) day period and thereafter diligently prosecutes such cure to completion; or (viii) the making by Tenant of any general assignment or general arrangement for the benefit of creditors, or a Bankruptcy Event (unless, in the case of a petition filed against Tenant, the petition is dismissed within sixty (60) days), or the attachment, execution or judicial seizure of all or substantially all of Tenant's assets or of Tenant's interest in this Lease, unless discharged within sixty (60) days.

(b) Landlord's Remedies. Upon any Event of Default by Tenant pursuant to subsection 30(a) above, in addition to any other remedies available to Landlord at law or in equity, Landlord shall have the immediate option to (i) terminate this Lease and all rights of Tenant hereunder by giving at least five (5) days written notice of such intention to terminate, whereupon all Base Rent for the remainder of the current Lease year and any Additional Rent then due shall become immediately due and payable to Landlord; or (ii) have this Lease continue in effect for so long as Landlord does not terminate this Lease and Tenant's right to possession of

the Premises shall continue, in which event Landlord shall have the right to enforce all of Landlord's rights and remedies under this Lease including the right to recover Base Rent, Additional Rent and all other charges payable by Tenant under this Lease as they become due under this Lease; or (iii) without terminating this Lease, cure, pay or discharge any breach or violation hereof which amount so expended plus interest at 12% per annum shall be added to the next monthly incremental payment of Rent, and treated in the same manner as Additional Rent hereunder; or (iv) without terminating this Lease, make such alterations and repairs as may be necessary in order to re-let the Premises, and re-let the Premises or any part thereof for such term or terms (which may be for a term extending beyond the Term) at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable; or (v) to commence an action for money damages that have accrued to that date without prejudice to any sub-agreement action for damages accrued for sub-agreement periods. In the event Landlord exercises option (ii) or (iv) above, Landlord and Tenant agree that because Landlord's damages would be uncertain and difficult to calculate Landlord shall be entitled to recover from Tenant, as and for liquidated damages, an amount equal to the Rent set forth herein for the unexpired portion of the Term demised reduced by all rent collected for the Demised Premises for the same period after adjusting said collected rent by the cost to Landlord for eviction fees, real estate broker fees, Tenant concessions, remodeling costs any other out of pocket expenses incurred or to be incurred by the Landlord. If the Demised Premises or any part thereof be re-let by Landlord for the unexpired Term of said Lease, or any part thereof, the rentals so received, less all costs of re-letting, shall be credited against such liquidated damages as provided for herein. To effectuate the foregoing, Landlord shall be permitted to bring actions from time to time to reduce to judgment all damages permitted herein.

(c) Re-entry by Landlord. The Landlord acknowledges that its right of re-entry into the Premises set forth in this Lease does not confer on it the authority to manufacture and/or dispense on the Premises medical marijuana in accordance with Article 33 of the Public Health Law and agrees to provide the New York State Department of Health, Mayor Erastus Corning 2nd Tower, the Governor Nelson A. Rockefeller Empire State Plaza, Albany, New York 12237, with notification by certified mail of its intent to re-enter the Premises or to initiate dispossession proceedings, or that the Lease is due to expire, at least thirty (30) days prior to the date on which the Landlord intends to exercise a right of re-entry or to initiate such proceedings, or at least sixty (60) days before expiration of the Lease.

31. CURE BY LANDLORD. If Tenant shall breach any term or covenant in this Lease, Landlord may immediately or at any time thereafter and without notice perform Tenant's obligation for the Tenant's account and if Landlord makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to reasonable attorneys' fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred (together with interest and costs thereon) shall be paid by Tenant to Landlord as Additional Rent within ten (10) business days of rendition of any bill or statement to Tenant therefor.

32. NO REPRESENTATIONS BY LANDLORD. Landlord or Landlord's agents have made no representations or promises with respect to the Demised Premises except as herein expressly set forth. The taking possession of the Demised Premises by Tenant shall be conclusive evidence that Tenant accepts the same "as is" and agrees that the Demised Premises were in good and satisfactory condition at the time such possession was taken.

33. END OF TERM. Upon the expiration or other termination of the Term of this Lease, Tenant shall quit and surrender to Landlord the Demised Premises, broom clean, in good

order and condition, ordinary wear excepted, and Tenant shall remove all of its movable personal property. Tenant's obligation to observe and perform this covenant and to pay all items of Additional Rent (including, but not limited to, Insurance, Taxes [as hereinafter defined] and utility charges) required for a full or partial calendar year as required hereunder shall survive the expiration or other termination of the Term of this Lease. In the event Tenant fails to quit and surrender the Demised Premises to Landlord upon the expiration or other termination of this Lease, the Base Rent shall be as set forth in Section 23 herein.

34. QUIET ENJOYMENT. Landlord covenants and agrees with Tenant that upon Tenant paying the Base Rent and Additional Rent and observing and performing all the terms, covenants and conditions on Tenant's part to be observed and performed, Tenant may peaceably enjoy the Premises hereby demised subject, nevertheless, to the terms and conditions of this Lease.

35. TRASH AND GARBAGE REMOVAL. Tenant shall keep the Demised Premises in a clean, sanitary, and orderly condition. Tenant shall also properly store all rubbish out of view and within the Premises, and then provide for removal of all such rubbish; in containers of Tenant at Tenant's sole cost and expense.

36. Intentionally omitted.

37. TAXES AND INSURANCE.

(a) Beginning on the Commencement Date, Tenant agrees to pay as Additional Rent the premiums for the all risk insurance coverage as provided in Section 25(b) (and any other insurance coverage) maintained by Landlord with respect to the Premises. Tenant shall pay such insurance premiums as follows: beginning on the Commencement Date, and then on the first day of each calendar month following, to be made simultaneously with each payment of the monthly installments of Base Rent due as provided herein, Tenant shall pay to Landlord a sum equal to one-twelfth (1/12th) of the budgeted insurance premiums. Landlord shall provide Tenant with a statement setting forth the estimated insurance premiums thirty (30) days prior to each calendar year for the Term. Within ninety (90) days after the end of each calendar year, Landlord shall submit to Tenant a statement of the insurance premiums incurred in the calendar year just ended. In the event the payments made by Tenant during such calendar year exceed the premiums paid by the Landlord for such insurance, Landlord shall refund the overpayment made by Tenant within thirty (30) days after the date of such insurance premium statement. In the event the budgeted payment is less than the actual amount of the insurance premiums that the Landlord pays for such insurance, then Tenant shall remit as Additional Rent, within thirty (30) days after the date of the statement therefor from Landlord, the amount due as set forth therein. Nothing contained herein shall operate to reduce the Base Rent payable hereunder.

(b) Landlord shall pay directly to the applicable taxing authority all real estate taxes, assessments, sewer and pure water charges relating to the Premises for each calendar year, or part thereof (collectively, "Taxes"). Beginning on the Commencement Date, Tenant agrees to pay Landlord as Additional Rent, all Taxes for each calendar year, or part thereof, paid by the Landlord during the Term. Tenant's obligation for Taxes shall be paid as follows: beginning on the Commencement Date, and then on the first day of each calendar month following, to be made simultaneously with each payment of the monthly installment of Base Rent due as provided herein, Tenant shall pay to Landlord a sum equal to one-twelfth (1/12th) of the estimated Taxes for each calendar year during the Term. Landlord shall provide Tenant with a statement setting forth the estimated Taxes thirty (30) days prior to each calendar year for the Term. Within ninety (90) days after the end of each calendar year, Landlord shall submit to Tenant a statement of all

Taxes for said calendar year. In the event the payments made by Tenant during the calendar year exceed Tenant's tax obligation as provided herein, Landlord shall refund the overpayment made by Tenant within thirty (30) days after the end of each calendar year. In the event the budgeted payment is less than the Tenant's obligation for Taxes, then Tenant shall remit as Additional Rent, within thirty (30) days after receipt of a statement therefor from Landlord, the amount due as set forth therein. Nothing contained herein shall operate to reduce the Base Rent payable hereunder. So long as Tenant is not in default hereunder, Tenant shall not be responsible for fines, penalties, interest or other costs and expenses incurred as a result of any delinquency by Landlord in the payment of Taxes. In lieu of the provisions of this Section 37, Landlord and Tenant may enter into a fixed tax agreement for one or more years, in which event said agreement shall control the within provisions.

38. Intentionally omitted.

39. Intentionally omitted.

40. RULES AND REGULATIONS. Tenant and Tenant's employees and agents shall observe faithfully and comply strictly with such Rules and Regulations as Landlord or Landlord's agents may from time to time reasonably adopt. Notice of all rules or regulations shall be provided to all Tenants by written notice from Landlord. Nothing in this Lease shall be construed to impose upon Landlord any duty or obligation to issue or enforce the Rules and Regulations or the terms, covenants or conditions contained in any other lease as against any other tenant, and Landlord shall not be liable to Tenant for violation of the same by any other tenants, their respective servants, employees, agents, invitees, visitors or licensees.

41. ENVIRONMENTAL REQUIREMENTS Tenant warrants and covenants that Tenant shall not, and shall not allow, the installation, use, generation, manufacture, storage or disposal of, in or about the Demised Premises any "Hazardous Materials" as defined herein (except for immaterial quantities of Hazardous Materials customarily used in the construction, maintenance or operation of the Demised Premises, all of which shall be used in accordance with applicable laws, statutes, regulations and ordinances then in effect). Tenant hereby agrees to protect, defend, indemnify and hold Landlord harmless from and against any claims, liabilities, penalties, fines, costs (including but not limited to costs associated with the remediation to the Demised Premises), damages and expenses, including but not limited to, costs and expenses which Landlord is obligated to incur, costs of defending civil enforcement actions, costs of participating in regulatory proceedings, or any other civil or administrative action, including without limitation, reasonable attorneys' and expert fees and disbursements, arising out of the Tenant's installation, use, generation, manufacture, storage, release or disposal of any Hazardous Materials in or about the Premises except as provided herein. "Hazardous Materials" shall mean, without limitation, any flammables, explosives, radioactive materials, asbestos, formaldehyde foam insulation, polychlorinated biphenyls, methane, hazardous materials, petroleum, hazardous wastes, hazardous or toxic substances or related materials, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 6901, et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. Sections 2601, et seq.), Articles 15 and 27 of the New York State Environmental Conservation Law or any other currently applicable state or federal environmental law and the regulations promulgated thereunder. Tenant shall not be responsible for any contributions toward environmental remediation of any type, including the cost of investigating, removal, remediation, restoration and/or abatement of any Hazardous Materials, including, but not limited to asbestos, unless any of

the aforementioned costs are incurred in environmental remediation of a condition caused by Tenant, or its agents, employees, or contractors. Landlord warrants and covenants to Tenant that to its knowledge, Landlord has not used, generated, stored, or disposed of any Hazardous Materials at the Premises.

42. SECURITY DEPOSIT. Tenant shall pay to Landlord upon the execution of this Lease the sum of [REDACTED] which the parties agree shall be held as security for the faithful performance and observance by Tenant of the terms, provisions and conditions of this Lease. It is agreed that in the event Tenant defaults in respect of any of the terms, provisions or conditions of this Lease, including, but not limited to the payment of any Base Rent or Additional Rent, Landlord may at its option use, apply or retain the whole or any part of the security so deposited to the extent required for the payment of any Base Rent or Additional Rent or any sum as to which Tenant is in default or for any sum which Landlord may expend or may be required to expend by reason of Tenant's default in respect of any of the terms, covenants and conditions of this Lease, including but not limited to, any damages or deficiency in connection with the re-letting of the Premises, whether such damages or deficiency accrued before or after summary proceedings or other re-entry by Landlord. In the event that Tenant shall faithfully comply with all of the terms, provisions, covenants and conditions of this Lease, the security shall be returned to Tenant, without interest, after the date fixed as the end of the Lease and within a reasonable time after delivery of entire possession of the Demised Premises to Landlord.

43. BROKERS. Each party represents and warrants that it has not had any dealing with any realtor, broker, or agent, in connection with the negotiation of this Lease. Tenant shall indemnify and hold Landlord harmless from any cost, expense or liability for any compensation, commission, or charges claimed by any realtor, broker, or agent with whom it has dealt.

44. CONFIDENTIALITY. This Lease Agreement and the terms and provisions relating thereto, shall be held in confidence by the Landlord and Tenant and will not be disclosed to third parties except on a "as needed" basis or as may be required in any legal or administrative proceeding or financing requirements.

45. FORCE MAJEURE. If either party is delayed or hindered in or prevented from the performance of any act required hereunder because of strikes, lockouts, inability to procure labor or materials, retraction by any governmental authority of any required permit, failure of power, restrictive laws, riots, insurrection, war, fire, inclement weather or other casualty or other reason of a similar or dissimilar nature beyond the reasonable control of the party delayed, financial inability excepted (each, a "Force Majeure Event") subject to any limitations expressly set forth elsewhere in this Lease, performance of such act shall be excused for the period of delay caused by the Force Majeure Event and the period for the performance of such act shall be extended for an equivalent period (including delays caused by damage and destruction caused by such Force Majeure Event). Delays or failures to perform resulting from lack of funds or which can be cured by the payment of money shall not be Force Majeure Events.

46. NO WAIVER. No provision of this Lease shall have been deemed to have been waived by Landlord, unless such waiver is given in writing and signed by Landlord. No payment by Tenant or receipt by Landlord of a lesser amount than any Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated Rent. No waiver of any breach of the terms, covenants, agreements, restrictions or conditions of this Lease shall be construed as a waiver of any succeeding breach of any of the same or other covenants, agreements, restrictions or conditions hereof.

47. **WAIVER OF TRIAL BY JURY.** It is mutually agreed by and between Landlord and Tenant that the respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either party hereto against the other for any matters whatsoever arising out of or in any way connected with this Lease.

48. **NOTICE.** Any notice, demand, request, approval, consent or other communication or instrument which is, or is required to be, given under this Lease shall be in writing. Except as may otherwise be provided in this Lease, any notice shall be deemed sufficiently given upon the earlier of receipt or refusal of delivery if delivered personally, or upon receipt or refusal if delivered by a nationally recognized overnight courier to the party and at the address of the party set forth in this Lease or at such other address as either party hereto shall designate from time to time in writing, or five (5) days following due posting of said written notice sent by certified mail, return-receipt requested. Any notices to be sent to Landlord or Tenant shall be addressed to the respective party at their address set forth above. Either party may designate in writing to the other by notice as required herein such other agents or addresses for receipt of notice.

49. **INTERPRETATION.** For purposes hereof:

(a) If more than one person, partnership, LLC, corporation or other entity, or any combination of one or more of the same is set forth as Tenant herein, then the obligations imposed under this Lease upon the Tenant shall be joint and several.

(b) This Lease shall be governed by the provisions hereof and by the laws of the State of New York without giving respect to principles of conflicts of law.

(c) The parties hereby stipulate and agree that the venue for any action brought to enforce or interpret the rights and obligations of the parties herein shall be commenced either in Wolcott Village Court in the event of an action for summary proceeding, or the Supreme Court, Wayne County.

50. **ENTIRE AGREEMENT.** It is understood and agreed by the parties hereto that this Lease and exhibits hereto contain the entire understanding between the parties hereto and supersede any prior understandings, memoranda or other written or oral agreements between them respecting the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between the parties relating to the subject matter of this Lease that are not fully expressed herein or therein.

51. **PROVISIONS BINDING, ETC.** The conditions, covenants and agreements contained in this Lease to be kept and performed by the parties hereto shall be binding upon and inure to the benefit of said respective parties, their legal representatives, successors and assigns. This Section shall not be construed to permit any assignment or subletting, unless otherwise permitted in this Lease, without Landlord's prior written consent. The term "Landlord" as used in this Lease means only the then current owner of the Premises, so that in the event of any sale or sales of the Premises or any portion thereof, any prior Landlord shall be and hereby is entirely freed and relieved of all covenants and obligations of Landlord contained herein, and it shall be deemed and construed without further agreement between the parties or their successors in interest, or between the parties and the purchaser at any such sale, that the purchaser of the Premises has assumed and agreed to carry out any and all covenants and obligations of Landlord hereunder.

52. **HEADINGS.** Captions of the sections or parts of this Lease are for convenience only and shall not be considered or referred to in resolving questions of interpretation or

construction.

53. AMENDMENTS. This Lease may not be modified except by a writing signed by both parties.

54. COUNTERPARTS. This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument. The parties may execute and electronically deliver copies of this Lease and/or counterpart signature pages, which electronic copies shall be equally as effective as delivery of originally-executed counterparts.

55. INVALIDITY. In case any provisions of this Lease shall be held to be invalid, illegal or unenforceable, in whole or in part, neither the validity of the remaining part of such provision nor the validity of any other provision of this Agreement shall be in any way affected thereby.

56. SURVIVAL OF TERMS. The representations, warranties and conditions of this Agreement shall survive the expiration or earlier termination of this Lease.

57. FAIR MEANING. This Lease shall be construed according to its fair meaning, the language used shall be deemed the language chosen by the parties hereto to express their mutual intent, and no presumption or rule of strict construction will be applied against any party hereto.

58. ATTORNEYS' FEES. If Landlord incurs attorneys' fees to enforce any provision of this Lease, Tenant shall be liable for all disbursements, court costs and reasonable attorneys' fees incurred, regardless of whether or not an action is commenced.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, Landlord and Tenant have respectively caused this Lease to be executed by their duly authorized representatives as of the day and year first above written.

LANDLORD:

WOLCOTT REALTY INC.

By: _____
Name: [REDACTED]
Title: President

TENANT:

BUTLER EVERGREEN LLC

By: _____
Name: Scott Marshall
Title: Manager

STATE OF NEW YORK)
COUNTY OF WAYNE) ss:

On the _____ day of _____ in the year 20____, before me, the undersigned, personally appeared [REDACTED] personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individuals, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

EXHIBIT A

Legal Description of Demised Premises

11845-R Orchard Street
Wolcott NY 14590 (County: Wayne)

12086 Conklin Street
Wolcott, NY 14590 (County: Wayne)



Butler Evergreen LLC - Property List

(2) Dispensary – 144 French Road, Cheektowaga, NY 14227

Documents Included

- Lease Option Agreement with Huron Evergreen LLC
Premises Detail (Exhibit A)
Lease Agreement (Exhibit B)
- Purchase Option Agreement between Huron Evergreen LLC and BCT Enterprises Inc.
- Purchase and Sale Agreement between Huron Evergreen LLC and BCT Enterprises Inc.

OPTION AGREEMENT

THIS OPTION AGREEMENT (“Option Agreement”) is made as of the 1st day of June, 2015, by and between **HURON EVERGREEN LLC**, a New York limited liability company with a mailing address of 5800 Lake Bluff Road, North Rose, New York 14516 (the “Landlord”) and **BUTLER EVERGREEN LLC**, a New York limited liability company with a mailing address of 6188 West Port Bay Road, Wolcott, New York 14590 (the “Tenant”).

1. The Landlord is under contract to purchase certain real property more commonly known as 142-144 French Road, located in the Town of Cheektowaga, County of Erie and State of New York and more particularly described and set forth in Exhibit A attached hereto, together with all improvements located thereon (the “Premises”).

Redacted pursuant to N.Y. Public Officers Law, Art. 6

2. The Premises Option, and the rights and privileges granted under this Option Agreement with respect thereto shall be for a term (the “Option Term”) commencing on the date of Landlord’s acquisition of the Premises (the “Commencement Date”) and expiring three (3) months from the Commencement Date (the “Expiration Date”). The Premises Option is sometimes referred to as the “Option”.

3. The Tenant may exercise the Option by written notice to the Landlord delivered personally or by prepaid registered or certified mail return receipt requested, Federal

Express, or similar private overnight courier, addressed to the Landlord at the address set forth above.

The Tenant's notice of its exercise of the Option shall be mailed by the Landlord on or before the Expiration Date. The address for the giving of notice may be changed by Landlord by written notice in compliance with this paragraph 3 to Tenant at the address set forth in the first paragraph of this Agreement.

4. If the Tenant exercises its Option, the Landlord and the Tenant shall be deemed, upon the exercise of the Option, to have entered into a lease agreement in the form attached hereto as Exhibit B (the "Lease") for the Premises.

5. If the Tenant exercises the Option, Tenant shall pay and send any security deposit required under the Lease with its notice to exercise its Option.

6. The Landlord agrees to cooperate reasonably with the Tenant, its officers, agents, employees and designees and any consultant engaged by the Tenant to evaluate the Premises for any purpose related to the Tenant's decision whether to exercise the Option.

7. During the Option Term, the Tenant may seek, at its sole cost and expense, assurances from the appropriate governmental authorities that the Tenant's or any assignees' contemplated use of the Premises shall be permitted and approved under applicable zoning and land use ordinances and that existing utilities can provide adequate service for the Tenant's anticipated use of the Premises. Such assurances may include the submission of applications for zoning changes and approvals to the appropriate authorities. The Landlord agrees to cooperate in facilitating the Tenant's endeavors to receive such assurances, including, without limitation, joining the Tenant in submitting an application for such zoning changes and approvals.

8. Neither Landlord nor Tenant may assign their respective rights or delegate their respective duties arising under this Option Agreement without the prior written consent of the other party.

9. This Option Agreement constitutes the entire agreement between the parties and supersedes all prior or other agreements and representations in connection with the purchase of the Premises.

10. All of the terms, covenants, provisions, conditions and agreements set forth or provided for in this Option Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, distributees, executors, administrators, successors and permitted assigns.

11. Any provision of this Option Agreement may be amended or waived if and only if such amendment or waiver is in writing and signed by all parties hereto.

12. This Option Agreement shall be construed and enforced in accordance with and governed by the internal laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

13. This Option Agreement may be signed in any number of counterparts, each of which shall be an original with the same effect as if the signatures thereto were upon the same instrument. This Option Agreement shall become effective when each of the parties hereto shall have received a counterpart hereof signed by the other party.

14. If any provision of this Option Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Option Agreement and such provisions as applied to

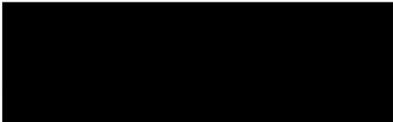
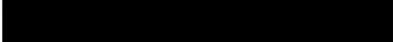
other persons, places and circumstances shall remain in full force and effect.

15. Either party shall execute, at the request of the other, a memorandum of this Option Agreement for recording in the Erie County Clerk's Office in accordance with the provisions of Section 294 of the Real Property Law.

IN WITNESS WHEREOF, the Tenant and the Landlord have executed this Option Agreement the day and year first above written.

LANDLORD:

HURON EVERGREEN LLC

By: 
Name: 
Title: Manager

TENANT:

BUTLER EVERGREEN LLC

By: 
Name: Scott Marshall
Title: Manager

EXHIBIT A

Premises

EXHIBIT B

Lease Agreement

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Agreement"), is made as of the _____, 2015 between **HURON EVERGREEN LLC**, a New York limited liability company with a mailing address of 5800 Lake Bluff Road, North Rose, New York 14516 ("Landlord"), and **BUTLER EVERGREEN LLC**, a New York limited liability company with a mailing address of 6188 West Port Bay Road, Wolcott, New York 14590 ("Tenant").

WITNESSETH:

In consideration of the mutual covenants and conditions contained herein, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the real property described herein in accordance with the following terms and conditions:

1. **DEMISED PREMISES.** The Landlord hereby leases to the Tenant and the Tenant hereby takes from the Landlord, for the Term (hereinafter defined) and upon the terms, covenants, and conditions set forth in this Lease certain buildings (collectively, the "Building") and the real property located at and commonly known as 142-144 French Road, in the Town of Cheektowaga, County of Erie and State of New York and as more particularly described and set forth in **Exhibit A** attached hereto and made a part hereof (hereinafter the "Demised Premises" or the "Premises").

2. ^{TEDEM}
Redacted pursuant to N.Y. Public Officers Law, Art. 6

References in this Lease to the "Term" shall mean the Initial Term of this Lease and any applicable Renewal Term provided herein and as defined below. Landlord shall not be liable for failing to deliver the Demised Premises to Tenant on the Commencement Date; however, Tenant shall not be required to pay Rent until the Demised Premises is delivered to Tenant, which shall be Tenant's sole remedy, and the Term shall not be extended.

3. **RENEWALS.** Provided that the Tenant is not in default under this Lease at the end of the Initial Term or anytime in the previous twelve (12) months, and provided further that this Lease has not previously been terminated or the Tenant or Landlord has not exercised the right to void the automatic renewal as provided hereinafter, then this Lease shall automatically be renewed following the Initial Term for an additional term of [REDACTED] (the "First Renewal Term"), which Renewal Term shall immediately follow and commence upon expiration of the Initial Term; all of the same terms and conditions as set forth in this Lease shall apply during the First Renewal Term. If the Tenant is not in default under this Lease at the end of the First Renewal Term or anytime in the previous twelve (12) months, and provided further that this Lease has not previously been terminated or the Tenant or Landlord has not exercised the right to void the automatic renewal as provided hereinafter, then This Lease shall automatically be renewed following the First Renewal Term for an additional term of [REDACTED] (the "Second Renewal Term") (the First Renewal Term and the Second Renewal Term are each a "Renewal Term"), which Second Renewal Term shall immediately follow and commence upon expiration of the First Renewal Term; all of the same terms and conditions as set forth in this Lease applicable during the First Renewal Term shall apply during the Second Renewal Term, except that no additional renewal term shall be applicable following the expiration of the Second Renewal Term. Each Renewal Term shall automatically occur unless the Tenant or Landlord shall give written notice to the other not earlier than one (1) year prior to the expiration of the Initial Term or the First Renewal Term, as the case may be, and not later than one hundred eighty

(180) days prior to the expiration of the Initial Term or the First Renewal Term, as the case may be, that such party desires to void the First Renewal Term or the Second Renewal Term, in which case the Term of this Lease shall terminate on the last day of the Initial Term or the First Renewal Term, as the case may be. Time is of the essence for each renewal.

4. RENT.
Redacted pursuant to N.Y. Public Officers Law, Art. 6

Tenant shall pay all Base Rent in equal monthly installments, for the Tenant's convenience, on the first day of each month at the offices of Landlord or such other place as Landlord may designate, without any abatement, setoff or deduction whatsoever in the original amount of Six Thousand Seven Hundred Fifty and 00/100 Dollars (\$6,750.00) per month. In the event the Initial Term of this Lease commences on a day other than the first day of the month, a pro-rated rental payment for the balance of said month shall be due on the Commencement Date. Any payment required to be made by the Tenant under the provisions of this Lease other than payments of Base Rent shall be designated herein as "Additional Rent", and shall be paid without any abatement, setoff or deduction whatsoever. The Base Rent and Additional Rent due from Tenant to Landlord hereunder are collectively referred to as "Rent".

5. Intentionally Omitted.

6. ADDITIONAL RENT. As Additional Rent, Tenant does hereby further agree to pay all taxes, insurance, repairs and maintenance attributable to the Demised Premises, the Late Payment Fee in Section 8 herein and any other payment required herein.

7. UTILITIES. Landlord shall make utilities available to Tenant as may be reasonably required by Tenant. Beginning upon the Commencement Date, Tenant agrees to make all arrangements for supply of and to timely pay all charges for separately metered electricity, gas, water usage or other utilities consumed in and on the Demised Premises directly to the applicable utility provider.

8. LATE PAYMENT FEE. In the event Tenant fails to make any Rent payment to Landlord in the full amount due within five (5) calendar days after the date when the same is due and payable, Tenant agrees to pay, as Additional Rent, a late fee of [REDACTED] of the unpaid portion of said Rent, for that month, and for each subsequent month or portion thereof (but not to exceed 24%) until paid in full. Such late fee may be assessed by Landlord to cover the additional administrative expenses in processing late payments and shall be immediately due and payable to the Landlord. In no event shall this provision be deemed to grant Tenant any grace

period or extension of time to pay any Rent as required hereunder, nor shall it prohibit or bar Landlord from exercising any of its rights hereunder. Tenant further agrees that an administrative fee of \$50.00 shall be due, as Additional Rent, for a dishonored check tendered by Tenant as payment of any Rent.

9. USE OF DEMISED PREMISES. Tenant shall use and occupy the Demised Premises solely for the dispensing of medical marijuana and office space in support thereof (the "Intended Use") and for no other purpose whatsoever.

10. LICENSE. In the event Tenant is unable to obtain a license from the New York State Department of Health pursuant to Article 33 of the New York State Public Health Law, then either party may terminate this Lease upon thirty (30) days' written notice to the other.

11. DELIVERY OF PREMISES. Tenant shall take the Premises "as is" and shall be responsible for performing any improvements that it desires at Tenant's sole expense, subject to Landlord's prior written approval of Tenant's plans within ten (10) days of receipt thereof, which approval shall not be unreasonably withheld.

12. Intentionally omitted.

13. ALTERATIONS. Tenant shall make no alterations, installations, additions or improvements in or to the Demised Premises without Landlord's prior written consent, which may be given or denied in Landlord's sole and absolute discretion, if said alteration, installation, addition or improvement (i) involves any structural, roof, roof system or other exterior alteration or modification, or (ii) involves any alteration or modification of the Building HVAC, plumbing or electrical systems, or (iii) involves an expenditure within any twelve (12) month period in excess of One Thousand Dollars (\$1,000.00), or (iv) materially alters or expands the envelope of any Building on the Premises, or (v) materially reduces the fair market value of the Premises or any Building. Any other alteration, installation, addition or improvement to the Demised Premises may be made without Landlord's consent; provided, however, no alteration, installation, addition or improvement shall be ongoing for a period in excess of ninety (90) calendar days. If such alteration, installation, addition or improvement to the Demised Premises shall reasonably be expected to exceed ninety (90) calendar days, Tenant shall obtain Landlord's prior written consent prior to commencement of the alteration, installation, addition or improvement, which consent may be given or denied in Landlord's sole discretion. Whether or not Landlord's consent is required hereunder, Tenant shall provide Landlord with prior written notice of such contemplated work and the particulars thereof for Landlord's records. For any work that requires Landlord's consent, Tenant, at its sole expense, shall submit to Landlord plans and specifications prepared by a licensed architect at the time such consent is sought. All alterations, additions or improvements shall be performed in accordance with the provisions of this Lease, in accordance with all applicable insurance requirements, in accordance with all drawings and specifications provided to and approved, if required, by Landlord, in accordance with all warranties in effect with respect to all or any portion of the Building, in conformance with all applicable laws, in accordance with all necessary governmental approvals and permits (which Tenant shall obtain at its sole expense) and in a good and workmanlike manner, and diligently prosecuted to completion. Any work performed by Tenant shall be subject to Landlord's inspection and reasonable approval after completion to determine whether the same complies with the requirements of this Lease, and Tenant shall promptly remedy any defective or reasonably disapproved work upon written notice of same from Landlord. In determining whether to give its consent to any alterations, additions or improvements which require Landlord's consent, Landlord may take into consideration all relevant factors in Landlord's discretion including, without limitation, the effect of such work on

the value of the Building. Tenant shall use a qualified, licensed contractor to perform any alterations, additions, or improvements to the Demised Premises. If (with Landlord's consent) the Tenant expands the square feet available to the Tenant, the Base Rent shall be adjusted to reflect the additional leasable square footage. In the event the roof of the Building is penetrated, compromised, or is otherwise damaged as a result of Tenant's installation or use of its equipment, solar panels or otherwise (hereinafter, "Tenant Caused Roof Damage"), Tenant shall, at its sole cost and expense, cause the damaged portion of the roof to be replaced by a qualified roofer approved by the Landlord. At the end of the Term of this Lease, the Tenant shall remove all installations that it has made to the roof and shall pay Landlord, within fifteen (15) days after Landlord provides Tenant with a statement therefor, Landlord's actual cost to replace the damaged portion of the roof due to such installation removal, as Additional Rent.

If any mechanic's lien is filed against the Demised Premises in connection with any improvement of the Demised Premises by Tenant, it shall be discharged by Tenant, at Tenant's expense, within fifteen (15) days after written request by Landlord. In the event of Tenant's failure to discharge or otherwise remove said lien within said period, Landlord may take such steps and incur such expenses as may be required to discharge or otherwise remove said lien, and the cost thereof shall be payable by Tenant as Additional Rent hereunder within fifteen (15) days after Landlord provides Tenant with a statement therefor.

Except as provided in Section 13 above, all constructions, additions and improvements, whether temporary or permanent, made and maintained in or on the Demised Premises, either by the Tenant or Landlord, shall be the sole property of the Landlord from the time of construction or installation, and shall not be removed or damaged by Tenant, nor shall the Tenant claim any compensation therefor. It is understood and agreed that any movable furniture, personal property, signs (including, but not limited to, signs on the exterior façade of the Building), trade fixtures, and trade furnishings placed upon the Demised Premises by the Tenant are to remain the property of the Tenant and shall be removed by Tenant from the Demised Premises promptly at the expiration or earlier termination of the Initial Term, or any applicable Renewal Term; Tenant, at its own cost and expense, shall repair any damage, including but not limited to discoloration of the exterior façade due to removal of exterior signs, caused by such removal. Any such furniture, fixtures and trade furnishings, or any inventory or other personal property of Tenant or any other party, not removed at the termination or earlier expiration of the Lease, shall be deemed abandoned. Notwithstanding the foregoing, Landlord may charge Tenant for the cost of removal of such property and making required repairs and the charge therefor shall be payable by Tenant as Additional Rent hereunder and shall be paid by Tenant within fifteen (15) days after Landlord provides Tenant with a statement therefor. There shall be no charge by Landlord for review of plans or any inspections that Landlord deems necessary with regard to Tenant's alterations. Tenant shall have the right to select the contractor, subcontractor, engineer and/or architect of its choice to perform its alterations so long as the same are qualified and licensed. However, any and all costs incurred with respect to said alteration shall be borne by the Tenant. Further, in regard to any and all contractors and/or subcontractors performing construction, additions and/or improvements to the Demised Premises, the Tenant shall provide to Landlord evidence of adequate liability insurance (including but not limited to Labor Law section 200/240/241 coverage), workers' compensation for all workers and all other required insurance.

14. **REPAIRS.** Except in the event of an insured loss as set forth in Sections 20 and 25, Landlord, at its sole cost and expense, shall make all repairs to exterior walls, foundation and other structural portions of the Demised Premises (unless such damage is caused by the Tenant, Tenant's employees, contractors, agents, or invitees, in which event the Tenant shall make said repairs). Landlord shall be responsible for repairing costs of constructive defects in the Building,

Building systems, and areas outside of the Building (but not including Tenant improvements or alterations). In addition, Landlord shall make all repairs to the roof (except in the event of Tenant Caused Roof Damage).

Tenant shall take good care of the Demised Premises and all fixtures and appurtenances contained therein, together with the Premises windows and all plate glass, doors, lighting fixtures, HVAC unit(s), hot water tank, plumbing, sewage and drainage systems, and system(s) servicing the Demised Premises and all of Tenant's exterior signage provided in Section 16; Tenant shall, at its sole cost and expense, make all maintenance, repairs, and replacement thereto or thereof as needed to preserve all of the same in good working order and condition. Tenant shall maintain, at its sole cost and expense, a maintenance service contract for the HVAC system servicing the Demised Premises. Tenant shall remove all ice and snow from the Demised Premises, including through the application of salt and other de-icing materials. In the event Tenant fails to perform any such maintenance or repairs within a reasonable time after notice from Landlord, the same may be made by Landlord (but Landlord is not obligated to do so) at Tenant's expense, and the cost thereof shall constitute Additional Rent and shall be paid by Tenant within fifteen (15) days after rendition of a statement therefor by Landlord. All trade and business machines, fixtures, devices, and equipment installed by Tenant in the Demised Premises shall be placed, maintained and repaired by Tenant at Tenant's expense, in a manner sufficient, in Landlord's judgment, to absorb and prevent excessive vibration, noise and annoyance to any neighboring property owner or their tenants. Tenant shall not injure, overload, deface or otherwise harm the Premises or any equipment or installation therein. Tenant shall not install antennae or equipment on the roof without Landlord's prior written consent, which shall be granted in Landlord's sole discretion.

15. NUISANCE. Tenant shall not: (i) create any nuisance, nor permit the emission of any objectionable sound, sewage, drainage, or odor from the Premises, nor place or permit any radio, television, loudspeaker, sound amplifier or any phonograph or any other device, outside the Premises or any place where sound may be heard outside the Premises, (ii) conduct or allow upon the Premises any business which is contrary to the terms of this Lease, or (iii) install or operate communications dishes, antennae or other telecommunications equipment, unless approved in writing by Landlord. In the event that Landlord permits Tenant to install or operate communications dishes, antennae, or other telecommunications equipment at the Demised Premises, then Tenant shall operate its equipment within the technical parameters specified by its manufacturer and/or as defined by the FCC, and Tenant shall not use any portion of the Premises in any way which causes radio frequency and/or electrical interference with any equipment of a neighboring property owner or their tenant. In the event of any such interference by Tenant, Tenant shall immediately terminate the interference. In the event the interference is not terminated by Tenant within five (5) business days of notice, then Landlord shall have the right to terminate this Lease upon written notice to Tenant, unless such condition cannot be reasonably corrected within said five (5) day period and Tenant is using its best efforts to correct the condition creating the interference.

16. SIGNAGE. Any and all signage maintained by Tenant (including signage on the Building's exterior) shall comply with all municipal rules and regulations, shall be subject to municipal approval, shall be located at such places as shall be designated by Landlord and shall be preapproved by the Landlord. Tenant shall not use or attach interior signs, placards or other advertising media or other objects (whether printed or handwritten) to the windows, doors, or exterior or interior of the Premises, except with the prior written consent of the Landlord which shall be subject to Landlord's sole discretion. Tenant shall have the right to install a sign on the Building's exterior façade with the Tenant's name and logo.

17. REQUIREMENTS. Tenant shall not do, or permit to be done, any act within or upon the Demised Premises which invalidates any fire insurance policies covering the Building, fixtures or property therein, shall not do or permit any act within or upon the Demised Premises which might subject Landlord to any liability for injury to any person or persons or damage to property by reason of any business or operation being carried on within or upon said Demised Premises, and shall not bring to or keep anything therein, except as now or hereafter permitted by the fire department(s) servicing the Building, the Board of Fire Underwriters and any fire insurance rating organization, or other authority having jurisdiction. Notwithstanding anything in this Lease to the contrary, Tenant shall not be responsible for making capital improvements to the Premises in order to comply with any regulation or law, except such as are due to and necessitated by the specific use made of the Demised Premises by Tenant.

18. COMPLIANCE. Landlord represents that the Premises, as of the Commencement Date, shall be in compliance with all codes and regulations pursuant to any federal, state or local government law regulation including the provisions of the Americans for Disabilities Act of 1992. After Tenant's occupancy, Tenant shall bear responsibility for and ensure compliance within the Demised Premises with all codes and regulations pursuant to any federal, state or local government law or regulation including the provisions of the Americans for Disabilities Act of 1992.

19. SUBORDINATION/ESTOPPEL CERTIFICATE. This Lease is subject and subordinate to all existing or future mortgages given by the Landlord which may now or hereafter affect the Premises, and all renewals, modifications, consolidations, replacements and extensions thereof. While this clause shall be self-operative and automatic, Tenant agrees to execute, within ten (10) business days following written request by Landlord or any said mortgagee, a further subordination non-disturbance agreement in form satisfactory to Landlord or its mortgagee, in their sole discretion. In addition, within ten (10) business days following written request by Landlord or any such mortgagee, Tenant agrees to execute an estoppel certificate requested by the Landlord or said mortgagee in a form satisfactory to Landlord or its mortgagee, in their sole discretion. Tenant shall provide said subordination non-disturbance agreement and estoppel certificate without charge.

20. DESTRUCTION BY FIRE OR OTHER CAUSE. If the Demised Premises shall suffer minor damage by fire or other cause not the fault of Tenant, the damages shall be repaired by the Landlord as promptly as reasonably possible. Tenant shall maintain such business interruption insurance as it shall believe applicable to cover any damages that it incurs as a result of a loss of all or any portion of the Demised Premises until repairs are complete.

If the Demised Premises shall be totally or significantly damaged or rendered significantly untenable by fire or other cause, then in such event the Landlord may, at its option, either terminate this Lease or elect to have the damaged Premises repaired or rebuilt. The Landlord shall notify the Tenant as to its election within sixty (60) days after the casualty in question. If the Landlord elects to terminate this Lease, then the same shall terminate ten (10) days after such notice is given, and the Tenant shall immediately vacate and surrender the Demised Premises to the Landlord but shall pay Rent and all other accrued charges hereunder to Landlord through the date, as determined by Landlord in its reasonable discretion, on which Tenant vacates the Premises. In said event, all proceeds from any casualty insurance policy, except coverage for the Tenant's property, shall be payable to Landlord or its designee. If the Landlord does not elect to terminate this Lease and the casualty is not the fault of Tenant, the Landlord shall repair and/or rebuild the Demised Premises with reasonable promptness to the

same condition as existed before the date of such casualty, subject to any delay from insurance claim adjustment and causes beyond its reasonable control, with the Initial Term or Renewal Term of the Lease, as applicable, to continue without interruption and to remain in full force and effect.

If the Tenant is at fault for any casualty, regardless of the extent of the damage, then the Tenant shall reimburse Landlord for its reasonable costs of repairs and construction to bring the Premises into the same condition as existed before such casualty. Tenant hereby expressly waives the provisions of Section 227 of the Real Property Law and agrees that the foregoing provisions of this Article shall govern and control in lieu thereof.

21. EMINENT DOMAIN. If the whole or any part of the Demised Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, the Term of this Lease shall cease and terminate from the date of title vesting in such proceeding and Tenant shall have no claim by reason of this Lease, nor any claim to any part of the award made in such proceeding except for damages to or the taking of its nonremovable fixtures and equipment, relocation or moving allowances or the like, which claim may only be made against the condemning authority.

22. SUBLETTING AND ASSIGNMENT. Tenant shall have no right, at any time, to sublease or assign all or any portion of the Premises to another person or entity without Landlord's prior written consent, to be given at Landlord's sole discretion. If Landlord consents to an assignment or sublease, then all applicable rights of the Tenant under this Lease shall inure to the benefit of the sublease/assignee, but all obligations herein shall remain a joint obligation of the Tenant and the subtenant/assignee, each jointly and severally liable. Such sublease or assignment of lease shall not confer on the subtenant or assignee the authority to manufacture and/or dispense on the Premises medical marijuana.

In the event that Landlord shall permit a sublease, such permitted sublease will be null and void unless it complies with the terms of this Lease and provides that: (i) the sublease is ineffective until Landlord gives its written consent thereto if consent is required under the terms of this Lease; (ii) the sublease is subject and subordinate to this Lease and that if there is any conflict or inconsistency between the sublease and this Lease, this Lease will prevail; (iii) the subtenant agrees to be bound by all of the terms of this Lease except as otherwise provided in the sublease approved by Landlord; (iv) Landlord may enforce all the provisions of the sublease, including the collection of Rent; (v) the sublease may not be modified without Landlord's prior written consent and any modification without this consent shall be null and void; and (vi) if this Lease is terminated or Landlord re-enters or repossesses the Premises, Landlord may, at its option, take over all of Tenant's right, title and interest as sublessor and, at Landlord's option, the subtenant shall attorn to Landlord, but Landlord shall not be (x) liable for any previous act or omission of Tenant under the sublease, (y) subject to any existing defense or offset against Tenant, or (z) bound by any previous modification of the sublease made without Landlord's prior written consent or by any prepayment of more than one month's rent.

Tenant shall reimburse Landlord for all of Landlord's third-party, out-of-pocket, reasonable review costs and expenses incurred by Landlord in connection with any proposed transfer requiring Landlord's consent, up to an aggregate amount of Three Thousand Dollars (\$3,000.00) plus an annual CPI adjustment increase from the beginning of the Initial Term in the manner described in Section 25(c) herein.

23. HOLDOVER. In the event that the Tenant herein shall holdover following the

expiration of the Initial Term, or any applicable Renewal Term, Base Rent for each month following the expiration or termination of the Lease shall be at 120% of the monthly Base Rent incurred in the rental month immediately prior to termination or expiration. If the Tenant holds over beyond the third month immediately following the expiration or termination of the Initial Term, or any applicable Renewal Term, the monthly Base Rent, beginning on the fourth month of Tenant's holdover, shall increase to 150% of the monthly Base Rent for the months Tenant continues to occupy the Demised Premises. The foregoing shall not constitute a lease extension or consent to extend, but shall solely constitute an agreement between the parties as to the fair rental value of the Premises in the event that the Tenant holds over, and such Base Rent shall be paid in accordance with the provisions set forth in Section 4 above.

24. Intentionally omitted.

25. INSURANCE.

(a) Tenant, at its sole expense, shall carry property damage insurance for all of Tenant's personal property and equipment and for all leasehold improvements which are made by Tenant to the Premises. Tenant shall also carry at its sole expense general commercial liability insurance and contractual liability insurance insuring Tenant and Landlord against liability for any and all claims for injuries to or death of persons or damage to property occurring in or about the Demised Premises arising out of the use or occupancy thereof whether prior to or subsequent to the Commencement Date, and also insuring the indemnity from Tenant to Landlord contained in Section 13. The limits of liability under such insurance shall at all times be in an amount not less than One Million Dollars (\$1,000,000.00) for bodily injury or property damage per occurrence, and not less than Two Million Dollars (\$2,000,000.00) annual aggregate, and Tenant shall also carry umbrella coverage, which shall at all times be in an amount not less than Two Million Dollars (\$2,000,000.00). All policies of such insurance shall provide that the Landlord shall receive at least thirty (30) days prior written notice of the cancellation thereof and shall name Landlord as an additional insured. Such insurance shall be written with a company or companies authorized to engage in the business of general liability insurance in the State of New York, and prior to any work, repairs, alterations or other construction on the Premises by or on behalf of Tenant, Tenant shall cause to be delivered to Landlord customary insurance certificates evidencing such insurance and naming the Landlord as an additional insured. In the event Tenant fails to so furnish evidence of such policies, Landlord may obtain the same and pay the premiums thereon, which together with an administrative charge of Five Hundred Dollars (\$500.00) per policy, shall be deemed Additional Rent to be paid by Tenant to Landlord within ten (10) days upon demand.

(b) Landlord agrees to insure the Premises against loss or damage by any peril covered by a standard broad form "all risk" insurance policy in an amount equal to the full replacement cost of the Premises and name the Landlord, Landlord's lender, and anyone else that the Landlord herein designates as an additional loss payee and/or mortgagee, and liability coverage in such coverage amounts as the Landlord, or Landlord's lender, shall determine. Said coverage shall provide for protection for claims under Labor Law Sections 200, 240 and 241 and shall provide loss of rents coverage in the event of a casualty for a period of at least one year. Said coverage shall be written with the company or companies authorized to engage in a business of general liability insurance in the State of New York and shall carry a 30-day prior written notice of cancellation. Tenant shall reimburse Landlord for the cost of such insurance as provided in Section 37 herein.

(c) Notwithstanding anything contained herein to the contrary, insurance coverage requirements as set forth herein shall be adjusted after the 5th lease year and after every

5th lease year thereafter in accordance with the Consumer Price Index (as hereinafter defined). The CPI adjustment shall be calculated by multiplying the coverage amount during the then-current Term by a fraction, the numerator of which is the CPI (herein defined) for (i) the month prior to the month of calculation and the denominator of which is the CPI for (ii) the month which is 60 months prior to the month described in clause (i) of this sentence. CPI shall mean the Consumer Price Index, northeast urban, all items, base period 1982-1984 = 100% as published by the Bureau of Labor Statistics (the "Index"). If the Index ceases to be published, the Landlord shall select a substitute index which in Landlord's sole judgment is most comparable to the Index.

(d) Prior to entry by any contractor or subcontractor in or onto the Premises for the performance of work thereon at the request of Tenant, Tenant shall procure from each such contractor or subcontractor evidence of general liability insurance covering any such work and construction with minimum limits of liability equivalent to those set forth above, and naming Tenant and Landlord as additional insureds, such insurance to cover, without limitation thereto, any liability, claims or causes of action or damages relating to or arising out of New York Labor Law Article 10, and insure all risks under New York's scaffolding law.

(e) The Landlord and Tenant herein each expressly waives any and all rights of recovery by way of subrogation against each other in connection with any casualty damage covered by any insurance policies noted hereinbefore so long as said policy is in effect and in good standing at the time of loss. Each party herein further agrees to cause its required insurance policy to maintain a waiver of subrogation rider consistent with the provisions herein. The terms of this Section shall include the Landlord and Tenant as well as its officers, employees, agents and representatives of such other party for loss or damage to such waiving party or its property or the property of others under its control arising from any cause insured against by any insurance policy in force (whether or not described herein) carried by such waiving party in lieu thereof, and each party shall cause each insurance policy carried by it to require its respective insurance company to waive all right of recovery by way of subrogation against each party in connection with any damage covered by any policy.

(f) All insurance policies required to be carried herein shall be issued by insurance companies which have a "general policyholders rating" of at least A-VI as set forth in the most recent issue of Best's Insurance Guide. If a party purchases an insurance policy as required herein from an insurance company and that insurance company's general policyholders' rating falls below A-VI, the applicable party required to purchase such insurance shall purchase the required policy from a different insurance company which has a general policyholders rating of at least A-VI within thirty (30) days of the downgrade of the downgraded insurance company's general policyholders rating. Proceeds shall be utilized for the repair or replacement of the Building unless the provisions of Section 20 shall be applicable.

(g) All insurance policies required to be carried by Tenant herein shall contain a provision providing a ten (10) day nonpayment notice to Landlord and a thirty (30) day cancellation notice to Landlord.

26. **INDEMNIFICATION.** Except as otherwise expressly provided in this Lease and for any claims for injury which are to be defended and indemnified by insurance required herein, Tenant shall and hereby does indemnify, hold harmless and defend Landlord and Landlord's members, managers, partners, joint venturers, shareholders, directors, officers, employees, agents, mortgagees, affiliates and property managers, and their respective officers, members, managers, partners, directors, shareholders, employees and agents from and against any and all real or alleged claims, lawsuits, actions, demands, damages, penalties, costs, expenses and liability

whatsoever, including reasonable attorneys' fees and costs, to the extent arising out of (i) the possession, use, maintenance, control or occupancy of the Premises during the Initial Term, or any applicable Renewal Term, except to the extent caused by the gross negligence, willful misconduct, breach of this Lease or violation of applicable laws by Landlord, (ii) the negligence of Tenant, anyone claiming under Tenant or any of their respective employees, agents, representatives, contractors and/or subcontractors, (iii) any work or activity in or about the Premises by Tenant, anyone claiming under Tenant or any of their respective agents, employees, contractors and/or subcontractors, (iv) the filing or potential filing of any mechanic's or materialmen's lien or other proceeding (including, without limitation, any lis pendens) against the Premises in connection with any such work or activity, or (v) a breach of this Lease by Tenant. The obligations of this Section shall survive the expiration or earlier termination of the Lease.

27. TENANT'S RISK OF LOSS. All property kept, stored or maintained by Tenant on the Premises shall, except as set forth herein, be so kept, stored or maintained at the sole risk of Tenant. Landlord shall not be liable, and Tenant waives all claims against Landlord, for damages resulting to Tenant's property from fire or other casualty, whether or not insured against, including, without limitation, burst, stopped or leaking sewers, pipes, conduits, or plumbing fixtures, or for interruption of any utility services, or from any failure of or defect in the heating ventilation and air conditioning system or any electric line, circuit, or facility or any other type of improvement or service on or furnished to the Premises, or from theft, explosion, falling plaster, steam, water or rain or from any other patent or latent cause whatsoever or resulting from any accident in, on or about the Premises, except for damages resulting in whole or in part from Landlord's or its agents' gross negligence or willful misconduct. Any such storage shall take place inside the Demised Premises unless permitted to be stored outside of Demised Premises by law.

28. ACCESS TO PREMISES. Subject to Section 59 of this Lease, Landlord or Landlord's agents shall have the right to enter the Demised Premises at all times during Tenant's normal business hours upon reasonable advance notice: (a) to examine the same, (b) to show same to prospective purchasers or prospective mortgagees of the Demised Premises, (c) to show the same to any prospective tenants of the Premises during the last six (6) months of the Term of this Lease, (d) and for the purpose of making such repairs, alterations, improvements or additions as Landlord may deem necessary or desirable. It is agreed that the Landlord may at any time post "For Rent", "Space Available", or similar signs adjacent to the Premises within the last six (6) months of the then-existing Term so long as the Tenant has not exercised a contractual right to renew this Lease as provided herein. If Tenant shall not be personally present to open and permit entry into the Demised Premises at any time when entry therein shall be necessary or permissible, Landlord or Landlord's agents may enter the same by use of a master key, or, in the event of an emergency, may forcibly enter the Premises without rendering Landlord or Landlord's agent liable therefor and without in any manner affecting the obligations and covenants of this Lease, (provided, however, that Landlord and Landlord's agents shall accord reasonable care to Tenant's property during any such entry). In the event of an emergency, Landlord need not provide advance notice of entry to Tenant.

29. BANKRUPTCY.

(a) If at the date fixed at the Commencement Date or if at any time during the Term hereby demised (or any renewal or extension thereto), there shall be filed by or against Tenant in any Court pursuant to any statute either of the United States or of any State a petition of bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's property (hereinafter a "Bankruptcy Event") and, within sixty (60) days thereof, Tenant fails to secure a discharge thereof, or if Tenant makes an assignment for the

benefit of creditors, Landlord may cancel and terminate this Lease in which event neither Tenant nor any person claiming through or under Tenant by virtue of any statute or of an order of any Court shall be entitled to possession or to remain in possession of the Demised Premises but shall forthwith quit and surrender the Demised Premises. Landlord and Tenant agree that because Landlord's damages would be uncertain and difficult to calculate if a Bankruptcy Event were to occur, Landlord, in addition to the other rights and remedies Landlord has by virtue of any provision herein, or by virtue of any statute or rule of law, may retain as liquidated damages any rent, security deposit, or monies received by it from Tenant or others on behalf of Tenant.

(b) Notwithstanding any other provision herein to the contrary, the parties stipulate and agree that in the event of the termination of this Lease pursuant to the above subsection (a), Landlord shall recover from Tenant, as and for liquidated damages, an amount equal to the Rent set forth herein for the unexpired portion of the Term demised reduced by all Rent collected for the Demised Premises for the same period after adjusting said collected rent by the cost to Landlord for eviction fees, real estate broker fees, attorneys' fees, Tenant concessions, remodeling costs any other out of pocket expenses incurred or to be incurred by the Landlord. If the Demised Premises, or any part thereof, be re-let by Landlord for the unexpired Term of said Lease, or any part thereof, the rentals so received, less all costs of re-letting, shall be credited against such liquidated damages as provided for in subsection (a) above.

30. DEFAULT; REMEDIES; RE-ENTRY.

(a) Tenant Defaults. The occurrence of any of the following (each an "Event of Default") shall constitute a material breach by Tenant pursuant to this Lease: (i) Tenant's failure to pay any Rent, including Additional Rent, within ten (10) days of when due; (ii) Tenant's failure to pay any other charges when due under this Lease, where such failure continues for ten (10) days after Tenant receives written notice from Landlord that such payment is due; (iii) Tenant's failure to tender Rent or Additional Rent in the event of a dishonored payment within three (3) days following notice, or thereafter fails to comply with the late payment fee provisions of Section 8 above; (iv) violation of the restrictive use provisions set forth in Section 9 of this Lease following three (3) days prior notice; (v) assignment or subletting without Landlord's Consent as provided in Section 22; (vi) encumbering any driveways; (vii) Tenant's failure to observe or perform any other covenant, term or condition of this Lease where such failure continues for ten (10) days after Tenant receives written notice thereof from Landlord; provided that if such failure cannot reasonably be cured within such ten (10) day period, Tenant shall not be in default hereunder so long as Tenant commences such cure within such ten (10) day period and thereafter diligently prosecutes such cure to completion; or (viii) the making by Tenant of any general assignment or general arrangement for the benefit of creditors, or a Bankruptcy Event (unless, in the case of a petition filed against Tenant, the petition is dismissed within sixty (60) days), or the attachment, execution or judicial seizure of all or substantially all of Tenant's assets or of Tenant's interest in this Lease, unless discharged within sixty (60) days.

(b) Landlord's Remedies. Upon any Event of Default by Tenant pursuant to subsection 30(a) above, in addition to any other remedies available to Landlord at law or in equity, Landlord shall have the immediate option to (i) terminate this Lease and all rights of Tenant hereunder by giving at least five (5) days written notice of such intention to terminate, whereupon all Base Rent for the remainder of the current Lease year and any Additional Rent then due shall become immediately due and payable to Landlord; or (ii) have this Lease continue in effect for so long as Landlord does not terminate this Lease and Tenant's right to possession of the Premises shall continue, in which event Landlord shall have the right to enforce all of Landlord's rights and remedies under this Lease including the right to recover Base Rent, Additional Rent and all other charges payable by Tenant under this Lease as they become due

under this Lease; or (iii) without terminating this Lease, cure, pay or discharge any breach or violation hereof which amount so expended plus interest at 12% per annum shall be added to the next monthly incremental payment of Rent, and treated in the same manner as Additional Rent hereunder; or (iv) without terminating this Lease, make such alterations and repairs as may be necessary in order to re-let the Premises, and re-let the Premises or any part thereof for such term or terms (which may be for a term extending beyond the Term) at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable; or (v) to commence an action for money damages that have accrued to that date without prejudice to any sub-agreement action for damages accrued for sub-agreement periods. In the event Landlord exercises option (ii) or (iv) above, Landlord and Tenant agree that because Landlord's damages would be uncertain and difficult to calculate Landlord shall be entitled to recover from Tenant, as and for liquidated damages, an amount equal to the Rent set forth herein for the unexpired portion of the Term demised reduced by all rent collected for the Demised Premises for the same period after adjusting said collected rent by the cost to Landlord for eviction fees, real estate broker fees, Tenant concessions, remodeling costs any other out of pocket expenses incurred or to be incurred by the Landlord. If the Demised Premises or any part thereof be re-let by Landlord for the unexpired Term of said Lease, or any part thereof, the rentals so received, less all costs of re-letting, shall be credited against such liquidated damages as provided for herein. To effectuate the foregoing, Landlord shall be permitted to bring actions from time to time to reduce to judgment all damages permitted herein. Landlord's rights herein are subject to Section 59 of this Lease.

31. CURE BY LANDLORD. If Tenant shall breach any term or covenant in this Lease, Landlord may immediately or at any time thereafter and without notice perform Tenant's obligation for the Tenant's account and if Landlord makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to reasonable attorneys' fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred (together with interest and costs thereon) shall be paid by Tenant to Landlord as Additional Rent within ten (10) business days of rendition of any bill or statement to Tenant therefor.

32. NO REPRESENTATIONS BY LANDLORD. Landlord or Landlord's agents have made no representations or promises with respect to the Demised Premises except as herein expressly set forth. The taking possession of the Demised Premises by Tenant shall be conclusive evidence that Tenant accepts the same "as is" and agrees that the Demised Premises were in good and satisfactory condition at the time such possession was taken.

33. END OF TERM. Upon the expiration or other termination of the Term of this Lease, Tenant shall quit and surrender to Landlord the Demised Premises, broom clean, in good order and condition, ordinary wear excepted, and Tenant shall remove all of its movable personal property. Tenant's obligation to observe and perform this covenant and to pay all items of Additional Rent (including, but not limited to, Insurance, Taxes [as hereinafter defined] and utility charges) required for a full or partial calendar year as required hereunder shall survive the expiration or other termination of the Term of this Lease. In the event Tenant fails to quit and surrender the Demised Premises to Landlord upon the expiration or other termination of this Lease, the Base Rent shall be as set forth in Section 23 herein.

34. QUIET ENJOYMENT. Landlord covenants and agrees with Tenant that upon Tenant paying the Base Rent and Additional Rent and observing and performing all the terms, covenants and conditions on Tenant's part to be observed and performed, Tenant may peaceably enjoy the Premises hereby demised subject, nevertheless, to the terms and conditions of this Lease.

35. TRASH AND GARBAGE REMOVAL. Tenant shall keep the Demised Premises in a clean, sanitary, and orderly condition. Tenant shall also properly store all rubbish out of view and within the Premises, and then provide for removal of all such rubbish in containers of Tenant at Tenant's sole cost and expense.

36. Intentionally omitted.

37. TAXES AND INSURANCE.

(a) Beginning on the Commencement Date, Tenant agrees to pay as Additional Rent the premiums for the all risk insurance coverage as provided in Section 25(b) (and any other insurance coverage) maintained by Landlord with respect to the Premises. Tenant shall pay such insurance premiums as follows: beginning on the Commencement Date, and then on the first day of each calendar month following, to be made simultaneously with each payment of the monthly installments of Base Rent due as provided herein, Tenant shall pay to Landlord a sum equal to one-twelfth (1/12th) of the budgeted insurance premiums. Landlord shall provide Tenant with a statement setting forth the estimated insurance premiums thirty (30) days prior to each calendar year for the Term. Within ninety (90) days after the end of each calendar year, Landlord shall submit to Tenant a statement of the insurance premiums incurred in the calendar year just ended. In the event the payments made by Tenant during such calendar year exceed the premiums paid by the Landlord for such insurance, Landlord shall refund the overpayment made by Tenant within thirty (30) days after the date of such insurance premium statement. In the event the budgeted payment is less than the actual amount of the insurance premiums that the Landlord pays for such insurance, then Tenant shall remit as Additional Rent, within thirty (30) days after the date of the statement therefor from Landlord, the amount due as set forth therein. Nothing contained herein shall operate to reduce the Base Rent payable hereunder.

(b) Landlord shall pay directly to the applicable taxing authority all real estate taxes, assessments, sewer and pure water charges relating to the Premises for each calendar year, or part thereof (collectively, "Taxes"). Beginning on the Commencement Date, Tenant agrees to pay Landlord as Additional Rent, all Taxes for each calendar year, or part thereof, paid by the Landlord during the Term. Tenant's obligation for Taxes shall be paid as follows: beginning on the Commencement Date, and then on the first day of each calendar month following, to be made simultaneously with each payment of the monthly installment of Base Rent due as provided herein, Tenant shall pay to Landlord a sum equal to one-twelfth (1/12th) of the estimated Taxes for each calendar year during the Term. Landlord shall provide Tenant with a statement setting forth the estimated Taxes thirty (30) days prior to each calendar year for the Term. Within ninety (90) days after the end of each calendar year, Landlord shall submit to Tenant a statement of all Taxes for said calendar year. In the event the payments made by Tenant during the calendar year exceed Tenant's tax obligation as provided herein, Landlord shall refund the overpayment made by Tenant within thirty (30) days after the end of each calendar year. In the event the budgeted payment is less than the Tenant's obligation for Taxes, then Tenant shall remit as Additional Rent, within thirty (30) days after receipt of a statement therefor from Landlord, the amount due as set forth therein. Nothing contained herein shall operate to reduce the Base Rent payable hereunder. So long as Tenant is not in default hereunder, Tenant shall not be responsible for fines, penalties, interest or other costs and expenses incurred as a result of any delinquency by Landlord in the payment of Taxes. In lieu of the provisions of this Section 37, Landlord and Tenant may enter into a fixed tax agreement for one or more years, in which event said agreement shall control the within provisions.

38. Intentionally omitted.

39. Intentionally omitted.

40. RULES AND REGULATIONS. Tenant and Tenant's employees and agents shall observe faithfully and comply strictly with such Rules and Regulations as Landlord or Landlord's agents may from time to time reasonably adopt. Notice of all rules or regulations shall be provided to all Tenants by written notice from Landlord. Nothing in this Lease shall be construed to impose upon Landlord any duty or obligation to issue or enforce the Rules and Regulations or the terms, covenants or conditions contained in any other lease as against any other tenant, and Landlord shall not be liable to Tenant for violation of the same by any other tenants, their respective servants, employees, agents, invitees, visitors or licensees.

41. ENVIRONMENTAL REQUIREMENTS Tenant warrants and covenants that Tenant shall not, and shall not allow, the installation, use, generation, manufacture, storage or disposal of, in or about the Demised Premises any "Hazardous Materials" as defined herein (except for immaterial quantities of Hazardous Materials customarily used in the construction, maintenance or operation of the Demised Premises, all of which shall be used in accordance with applicable laws, statutes, regulations and ordinances then in effect). Tenant hereby agrees to protect, defend, indemnify and hold Landlord harmless from and against any claims, liabilities, penalties, fines, costs (including but not limited to costs associated with the remediation to the Demised Premises), damages and expenses, including but not limited to, costs and expenses which Landlord is obligated to incur, costs of defending civil enforcement actions, costs of participating in regulatory proceedings, or any other civil or administrative action, including without limitation, reasonable attorneys' and expert fees and disbursements, arising out of the Tenant's installation, use, generation, manufacture, storage, release or disposal of any Hazardous Materials in or about the Premises except as provided herein. "Hazardous Materials" shall mean, without limitation, any flammables, explosives, radioactive materials, asbestos, formaldehyde foam insulation, polychlorinated biphenyls, methane, hazardous materials, petroleum, hazardous wastes, hazardous or toxic substances or related materials, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 6901, et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. Sections 2601, et seq.), Articles 15 and 27 of the New York State Environmental Conservation Law or any other currently applicable state or federal environmental law and the regulations promulgated thereunder. Tenant shall not be responsible for any contributions toward environmental remediation of any type, including the cost of investigating, removal, remediation, restoration and/or abatement of any Hazardous Materials, including, but not limited to asbestos, unless any of the aforementioned costs are incurred in environmental remediation of a condition caused by Tenant, or its agents, employees, or contractors. Landlord warrants and covenants to Tenant that to its knowledge, Landlord has not used, generated, stored, or disposed of any Hazardous Materials at the Premises.

42. SECURITY DEPOSIT. Tenant shall pay to Landlord upon the execution of this Lease the sum [REDACTED] which the parties agree shall be held as security for the faithful performance and observance by Tenant of the terms, provisions and conditions of this Lease. It is agreed that in the event Tenant defaults in respect of any of the terms, provisions or conditions of this Lease, including, but not limited to the payment of any Base Rent or Additional Rent, Landlord may at its option use, apply or retain the whole or any part of the security so deposited to the extent required for the payment of any Base Rent or Additional Rent or any sum as to which Tenant is in default or for any sum which Landlord may expend or may be required to

expend by reason of Tenant's default in respect of any of the terms, covenants and conditions of this Lease, including but not limited to, any damages or deficiency in connection with the re-letting of the Premises, whether such damages or deficiency accrued before or after summary proceedings or other re-entry by Landlord. In the event that Tenant shall faithfully comply with all of the terms, provisions, covenants and conditions of this Lease, the security shall be returned to Tenant, without interest, after the date fixed as the end of the Lease and within a reasonable time after delivery of entire possession of the Demised Premises to Landlord.

43. **BROKERS.** Each party represents and warrants that it has not had any dealing with any realtor, broker, or agent, in connection with the negotiation of this Lease. Tenant shall indemnify and hold Landlord harmless from any cost, expense or liability for any compensation, commission, or charges claimed by any realtor, broker, or agent with whom it has dealt.

44. **CONFIDENTIALITY.** This Lease Agreement and the terms and provisions relating thereto, shall be held in confidence by the Landlord and Tenant and will not be disclosed to third parties except on a "as needed" basis or as may be required in any legal or administrative proceeding or financing requirements.

45. **FORCE MAJEURE.** If either party is delayed or hindered in or prevented from the performance of any act required hereunder because of strikes, lockouts, inability to procure labor or materials, retraction by any governmental authority of any required permit, failure of power, restrictive laws, riots, insurrection, war, fire, inclement weather or other casualty or other reason of a similar or dissimilar nature beyond the reasonable control of the party delayed, financial inability excepted (each, a "Force Majeure Event") subject to any limitations expressly set forth elsewhere in this Lease, performance of such act shall be excused for the period of delay caused by the Force Majeure Event and the period for the performance of such act shall be extended for an equivalent period (including delays caused by damage and destruction caused by such Force Majeure Event). Delays or failures to perform resulting from lack of funds or which can be cured by the payment of money shall not be Force Majeure Events.

46. **NO WAIVER.** No provision of this Lease shall have been deemed to have been waived by Landlord, unless such waiver is given in writing and signed by Landlord. No payment by Tenant or receipt by Landlord of a lesser amount than any Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated Rent. No waiver of any breach of the terms, covenants, agreements, restrictions or conditions of this Lease shall be construed as a waiver of any succeeding breach of any of the same or other covenants, agreements, restrictions or conditions hereof.

47. **WAIVER OF TRIAL BY JURY.** It is mutually agreed by and between Landlord and Tenant that the respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either party hereto against the other for any matters whatsoever arising out of or in any way connected with this Lease.

48. **NOTICE.** Any notice, demand, request, approval, consent or other communication or instrument which is, or is required to be, given under this Lease shall be in writing. Except as may otherwise be provided in this Lease, any notice shall be deemed sufficiently given upon the earlier of receipt or refusal of delivery if delivered personally, or upon receipt or refusal if delivered by a nationally recognized overnight courier to the party and at the address of the party set forth in this Lease or at such other address as either party hereto shall designate from time to time in writing, or five (5) days following due posting of said written notice sent by certified mail, return-receipt requested. Any notices to be sent to Landlord or Tenant shall be addressed to the

respective party at their address set forth above. Either party may designate in writing to the other by notice as required herein such other agents or addresses for receipt of notice.

49. INTERPRETATION. For purposes hereof:

(a) If more than one person, partnership, LLC, corporation or other entity, or any combination of one or more of the same is set forth as Tenant herein, then the obligations imposed under this Lease upon the Tenant shall be joint and several.

(b) This Lease shall be governed by the provisions hereof and by the laws of the State of New York without giving respect to principles of conflicts of law.

(c) The parties hereby stipulate and agree that the venue for any action brought to enforce or interpret the rights and obligations of the parties herein shall be commenced either in Wolcott Village Court in the event of an action for summary proceeding, or the Supreme Court, Wayne County.

50. ENTIRE AGREEMENT. It is understood and agreed by the parties hereto that this Lease and exhibits hereto contain the entire understanding between the parties hereto and supersede any prior understandings, memoranda or other written or oral agreements between them respecting the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between the parties relating to the subject matter of this Lease that are not fully expressed herein or therein.

51. PROVISIONS BINDING, ETC. The conditions, covenants and agreements contained in this Lease to be kept and performed by the parties hereto shall be binding upon and inure to the benefit of said respective parties, their legal representatives, successors and assigns. This Section shall not be construed to permit any assignment or subletting, unless otherwise permitted in this Lease, without Landlord's prior written consent. The term "Landlord" as used in this Lease means only the then current owner of the Premises, so that in the event of any sale or sales of the Premises or any portion thereof, any prior Landlord shall be and hereby is entirely freed and relieved of all covenants and obligations of Landlord contained herein, and it shall be deemed and construed without further agreement between the parties or their successors in interest, or between the parties and the purchaser at any such sale, that the purchaser of the Premises has assumed and agreed to carry out any and all covenants and obligations of Landlord hereunder.

52. HEADINGS. Captions of the sections or parts of this Lease are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

53. AMENDMENTS. This Lease may not be modified except by a writing signed by both parties.

54. COUNTERPARTS. This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument. The parties may execute and electronically deliver copies of this Lease and/or counterpart signature pages, which electronic copies shall be equally as effective as delivery of originally-executed counterparts.

55. INVALIDITY. In case any provisions of this Lease shall be held to be invalid, illegal or unenforceable, in whole or in part, neither the validity of the remaining part of such

provision nor the validity of any other provision of this Agreement shall be in any way affected thereby.

56. SURVIVAL OF TERMS. The representations, warranties and conditions of this Agreement shall survive the expiration or earlier termination of this Lease.

57. FAIR MEANING. This Lease shall be construed according to its fair meaning, the language used shall be deemed the language chosen by the parties hereto to express their mutual intent, and no presumption or rule of strict construction will be applied against any party hereto.

58. ATTORNEYS' FEES. If Landlord incurs attorneys' fees to enforce any provision of this Lease, Tenant shall be liable for all disbursements, court costs and reasonable attorneys' fees incurred, regardless of whether or not an action is commenced.

59. COMPLIANCE WITH ARTICLE 33 OF THE PUBLIC HEALTH LAW. Notwithstanding anything contained in this Lease to the contrary, THE LANDLORD ACKNOWLEDGES THAT ITS RIGHT OF RE-ENTRY INTO THE PREMISES SET FORTH IN THIS LEASE DOES NOT CONFER ON IT THE AUTHORITY TO MANUFACTURE AND/OR DISPENSE ON THE PREMISES MEDICAL MARIJUANA IN ACCORDANCE WITH ARTICLE 33 OF THE PUBLIC HEALTH LAW AND AGREES TO PROVIDE THE NEW YORK STATE DEPARTMENT OF HEALTH, MAYOR ERASTUS CORNING 2ND TOWER, THE GOVERNOR NELSON A. ROCKEFELLER EMPIRE STATE PLAZA, ALBANY, NEW YORK 12237, WITH NOTIFICATION BY CERTIFIED MAIL OF ITS INTENT TO RE-ENTER THE PREMISES OR TO INITIATE DISPOSSESS PROCEEDINGS, OR THAT THE LEASE IS DUE TO EXPIRE, AT LEAST THIRTY (30) DAYS PRIOR TO THE DATE ON WHICH THE LANDLORD INTENDS TO EXERCISE A RIGHT OF RE-ENTRY OR TO INITIATE SUCH PROCEEDINGS, OR AT LEAST SIXTY (60) DAYS BEFORE EXPIRATION OF THE LEASE.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, Landlord and Tenant have respectively caused this Lease to be executed by their duly authorized representatives as of the day and year first above written.

LANDLORD:

HURON EVERGREEN LLC

By: _____
Name:
Title:

TENANT:

BUTLER EVERGREEN LLC

By: _____
Name:
Title:

STATE OF NEW YORK)
COUNTY OF WAYNE) ss:

On the ____ day of _____ in the year 2015, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individuals, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF WAYNE) ss:

On the ____ day of _____, in the year 2015, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his their signature on the instrument, the individuals, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

EXHIBIT A

Legal Description of Demised Premises

144 French Road
Cheektowaga, NY 14227 (Erie County)

OPTION AGREEMENT

THIS OPTION AGREEMENT ("Option Agreement") is made as of the 3rd day of June, 2015, by and between **HURON EVERGREEN LLC**, a New York limited liability company with a mailing address of 5800 Lake Bluff Road, North Rose, New York 14516 (the "Purchaser") and **BCT Enterprises Inc.**, with a mailing address of 5508 Quail Ct., Clifton, Virginia 20124 (the "Seller").

1. The Seller owns certain real property more commonly known as 142-144 French Road in the Town of Cheektowaga, County of Erie and State of New York, which property is identified as 1.1 acres more or less, Tax Parcels 124.02-3-1, 124.02-3-1/A and 124.02-3-1/B, consisting of two buildings, one leased to a restaurant of 1,560+ square feet, and a second vacant building of 4,050 square feet, together with all improvements located thereon (the "Premises").

Redacted pursuant to N.Y. Public Officers Law, Art. 6

[REDACTED]

2. The Premises Option, and the rights and privileges granted under this Option Agreement with respect thereto shall be for a term (the "Option Term") commencing on the date that this Option Agreement is executed by Purchaser and Seller (the "Commencement Date"), and expiring on the date of exercise of the option, but in no event later than September 30, 2015 (the "Expiration Date") unless extended in compliance with Paragraph 11 of this Option Agreement. In the event that the Premises Option is exercised by the Purchaser, the option payments required under this Option Agreement [REDACTED] will continue to be due to the Seller until the date that the sale closes. All option payments received by the Seller will be credited to the Purchase Price at closing. The Premises Option is sometimes referred to as the "Option".

3. The Purchaser may exercise the Option by written notice to the Seller delivered personally or by prepaid registered or certified mail return receipt requested, Federal Express, or similar private overnight courier, addressed as follows:

BCT Enterprises Inc.
c/o Gary Ternullo
5508 Quail Ct.
Clifton, VA 20124

The Purchaser's notice of its exercise of the Option with security deposit shall be mailed or delivered by the Seller on or before the Expiration Date. The address for the giving of notice may be changed by Seller by written notice in compliance with this Paragraph 3 to Purchaser at the address set forth in the first paragraph of this Option Agreement, and will be deemed exercised on the date that Purchaser delivers the notice of exercise to Seller, or places the same in a depository with

Federal Express, or with the U.S. Mail Service.

4. If the Purchaser exercises the Option, the Seller and the Purchaser shall be deemed, upon the exercise of the Option, to have entered into the Contract for Purchase and Sale in the form attached hereto as Exhibit B (the "Purchase Contract") for the Premises.

5. If the Purchaser exercises the Option, any deposit required under such Purchase Contract shall be credited against the Purchase Price as defined in the Purchase Contract.

6. The Seller agrees to cooperate reasonably with the Purchaser, its officers, agents, employees and designees and any consultant engaged by the Purchaser to evaluate the Premises for any purpose related to the Purchaser's decision whether to exercise the Option.

7. During the Option Term, the Purchaser may seek, at its sole cost and expense, assurances from the appropriate governmental authorities that the Purchaser's or any assignees' contemplated use of the Premises shall be permitted and approved under applicable zoning and land use ordinances and that existing utilities can provide adequate service for the Purchaser's anticipated use of the Premises. Such assurances may include the submission of applications for zoning changes and approvals to the appropriate authorities. The Seller agrees to cooperate in facilitating the Purchaser's endeavors to receive such assurances, including, without limitation, joining the Purchaser in submitting an application for such zoning changes and approvals.

8. Neither Seller nor Purchaser may assign their respective rights or delegate their respective duties arising under this Option Agreement without the prior written consent of the other party.

9. This Option Agreement with attached Exhibit constitutes the entire agreement between the parties and supersedes all prior or other agreements and representations in connection

with the purchase of the Premises.

10. All of the terms, covenants, provisions, conditions and agreements set forth or provided for in this Option Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, distributees, executors, administrators, successors and permitted assigns.

11. Any provision of this Option Agreement may be amended or waived if and only if such amendment or waiver is in writing and signed by all parties hereto.

12. This Option Agreement shall be construed and enforced in accordance with and governed by the internal laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

13. This Option Agreement may be signed in any number of counterparts, each of which shall be an original with the same effect as if the signatures thereto were upon the same instrument. This Option Agreement shall become effective when each of the parties hereto shall have received a counterpart hereof signed by the other party.

14. If any provision of this Option Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Option Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect.

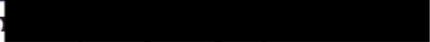
15. Either party shall execute, at the request of the other, a memorandum of this Option Agreement for recording in the Erie County Clerk's Office in accordance with the provisions of Section 294 of the Real Property Law.

IN WITNESS WHEREOF, the Purchaser and the Seller have executed this Option

Agreement the day and year first above written.

PURCHASER:

HURON EVERGREEN LLC

By: 
Name: 
Title: *Managing Member*

SELLER:

BCT Enterprises Inc.

By: 
Name: Gary Terullo
Title: *President*

EXHIBIT A

Premises

EXHIBIT B

Purchase Contract

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is made and deemed executed as of the date of exercise of the Option as described in Article 4 of the Option Agreement between the same parties hereto. This Agreement is made between BCT Enterprises Inc. with offices at 5508 Quail Ct. , Clifton, Virginia, 20124 (hereinafter the "Seller") and **Huron Evergreen LLC** a New York limited liability company with a mailing address of 5800 Lake Bluff Road, North Rose, New York 14516 (hereinafter the "Buyer").

WITNESSETH:

WHEREAS, the Seller is the owner in fee simple of certain real property known as 142-144 French Road, (being a 4,050 square foot vacant frame building with surrounding property, and a 1,560 square foot occupied building with surrounding property), located in the Town of Cheektowaga, County of Erie and State of New York, with identifying tax account numbers 124.02-3-1, 124.02-3-1./A and 124.02-3-1./B, together with all fixtures and improvements located thereon (hereinafter described as the Premises) ; and,

WHEREAS, the Seller is desirous of selling the Premises to the Buyer and the Buyer desires to purchase the Premises under the terms and conditions as set forth herein,

NOW, THEREFORE, in consideration of the sum of \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties do hereby agree as follows:

1. **Property.**

The Property as above noted and which is to be conveyed herein shall include any and all buildings and other improvements thereon (the Premises), together with all other articles of personal property indicated on an inventory conducted before closing, and identified therein, signed by Seller

and Buyer and made a part of this Agreement. The Premises, including all fixtures, property and equipment being conveyed herein, are accepted in "as is" condition, unless otherwise stated in this Agreement. Also conveying all right, title and interest of the Seller in and to (a) any and all easements and rights-of-way (including but not limited to rights-of-way benefitting the Premises), privileges, appurtenances and other rights pertaining thereto; (b) any and all strips or gores adjacent to or abutting the Premises, and (c) any land lying in the bed of any street, road, easement or avenue, public or private, in front of, servicing or adjoining the Premises (but to which no warranty is herein made by the Seller).

2. **Purchase Price.**

Redacted pursuant to N.Y. Public Officers Law, Art. 6

3. **Costs.**

Seller shall pay for the cost of redating the tax, title and United States District Court searches to the time of Closing and Seller shall further pay all taxes, fees and charges, including New York Real Estate Transfer Tax on the deed, the costs of filing the TP584, and all recording charges

necessary to render title good and marketable, or insurable as described elsewhere herein. Buyer shall pay for any fees incurred for recording of the deed and mortgage and for any mortgage tax. Buyer shall further pay the cost of the Phase I Environmental Audit as set forth hereinafter.

4. **Closing Documents.**

At or prior to the Closing, Seller, at its sole cost and expense, shall deliver to the Buyer the following documents, each of which shall be in form and substance reasonably satisfactory to the Buyer and its counsel:

A. A Warranty Deed with Lien Covenant, conveying good and marketable title in fee simple to the Premises, free and clear of all liens, restrictions and encumbrances except as otherwise provided herein and also containing the covenant required by subdivision five of Section 13 of the New York Lien Law; which deed shall also convey all of the benefits of all easements and rights-of-way, if any, affecting the Premises;

B. All original building permits, certificates of occupancy, zoning approvals, covenants of any governmental authority and any and all documents, permits or licenses, and all amendments to any of such documents, which have been issued by any governmental authority either permitting the occupancy of the Premises and any construction that has occurred during Seller's ownership, if the Seller is in possession of the same or has access to such documents;

C. A bill of sale (the "Bill of Sale") conveying, transferring and selling to Buyer all right, title and interest of Seller in and to all of the personal property of Seller, if any, being sold to Buyer. The Bill of Sale shall contain a warranty that the property is free and clear of all liens, encumbrances, security interests and adverse claims.

D. Any set of "as-built" plans and specifications relating to the buildings and other improvements on the Premises which Seller has in its possession or in the possession of its outside architects, managers, or other agents;

E. Any manuals, maintenance records, or other operating information concerning any of the mechanical components of or mechanical devices in the buildings located on the Premises, including but not limited to HVAC, security and sprinkler systems which Seller has available to Buyer.

F. Certificated legal resolutions approving the transaction contemplated by this Agreement, and a Certificate of Good Standing and Franchise Tax Report (if applicable) issued by New York Department of State.

G. Keys to all entrance doors and to equipment and utility rooms located at the Premises and to any mechanical systems servicing the Premises, which keys shall be properly tagged for easy identification.

H. Copies of any existing title policies, reports or commitments and existing Phase I and II Reports covering the Premises in Seller's possession, which shall be delivered within 10 days of the execution of the Option to Purchase.

I. Drafts and/or copies of each of the aforementioned documents (except under H) shall be delivered by Seller to the Buyer's attorneys for review and approval at least twenty (20) business days prior to the Closing date.

J. An assignment of all rights under an existing lease of the 1,560 square foot building with security deposit.

5. **Seller's Phase I and II Environmental Audit.**

During the option period, the Buyer, at its own expense, may obtain, a Phase I environmental report relating to the Premises. As provided in 4(H) above, Seller shall provide copies of all prior Phase I and Phase II Environmental Impact Statement and all reports by or agreements with the New York State Department of Environmental Conservation in its possession or available to it, together with all reports, test results, analyses and other materials which formed the basis for the report (collectively, the "Seller's Environmental Report") within ten (10) days of the execution of the Option Agreement. Further, but only with the consent of Seller after review of the Phase I Environmental Report obtained by Buyer, Buyer shall have the right at its cost to obtain such Phase II environmental reports, and conduct such testing as it shall desire. If Seller does not give its consent within ten days after receipt of the Phase I Environmental Report then Buyer may cancel this Agreement. Buyer agrees to use Buyer's best efforts to maintain the confidentiality of Seller's Environmental Report, except for distribution thereof to those parties who are to advise Buyer on contents of Seller's Environmental Report and Buyer further agrees to return Seller's Environmental Report to Seller in the event the Closing shall not take place for any reason.

6. **Searches, Maps, etc.**

At its own expense, Seller shall furnish and deliver to the Attorney for Buyer not later than twenty (20) days after execution of the Option Agreement, fully guaranteed and redated abstract of title, tax, and United States District Court searches, UCC searches of records in both the Office of the Erie County Clerk and Office of the Secretary of State of the State of New York, good standing report issued by the New York State Department of State, and any existing instrument survey map. Within twenty (20) days after exercise of the option, the Seller shall deliver a current survey map (dated

subsequent to the date of execution of the Option to Purchase) of the Premises, certified at Buyer's expense to (i) Buyer or Buyer's designee, (ii) Buyer's counsel, and (v) the title company insuring the title, showing the Premises, together with all improvements thereon and all easements.

7. **Title.**

Not more than twenty (20) days after receipt by Buyer's attorneys of the aforesaid searches and survey, Buyer's attorneys shall deliver to Seller's attorneys a written notice of any defects, encumbrances or other objections to title other than those matters to which this sale is subject and objections revealed on a current survey. Seller will accept title subject to covenants and restrictions of record affecting the Premises, provided the same have not been violated and do not interfere with Buyer's intended use of the Premises, and subject to public utility easements of record, provided that no building or improvement on the Premises is located over the area covered or adversely affected thereby. If it should appear that the Premises is affected by any outstanding interest, or questions of title which render title unmarketable or the intended use of the improvements illegal (being in violation of any law, ordinance, regulation or restriction), and as to which Buyer is not obliged to take subject to, in accordance with the terms of this Agreement, and if such interest, question of title or violation may, according to reasonable exceptions be removed as an objection to title within thirty (30) days from the date of receipt by Seller's attorneys of written notice that title is not acceptable, Seller shall make commercially reasonable efforts to remove such questions of title or discharge such interest, for which purpose Seller shall have a reasonable time, but in no event more than thirty (30) days from the receipt of Buyer's written notice. If the Premises shall be affected by any lien or encumbrance which may be discharged by the payment of an ascertainable amount, then it shall be Seller's obligation to discharge such lien or encumbrance. If Seller shall be unable to convey good and marketable title, subject to and

in accordance with the provisions hereof, Seller or Buyer shall have the right to cancel this Agreement by giving written notice of such cancellation to the other, whereupon all liability by reason of this Agreement shall cease and the Purchase Deposit shall be immediately returned to Buyer; provided, however, if either Seller or Buyer secures a commitment for title insurance during said thirty (30) days, containing standard exceptions and affirmatively insuring against Buyer's title objections, then the Seller shall pay the cost thereof to insure Buyer's interest and in such event this Agreement shall remain and continue in full force and effect. Seller may raise title objections revealed by the current survey within fifteen (15) days of receipt of the new survey.

8. **Leases.**

Seller represents that the 4,050 square foot building is vacant and that the 1,560 square foot building is subject to an existing lease which shall be provided to Buyer prior to exercise of the option and will not be modified or extended without Buyer's consent.

9. **Building Inspection.**

Within twenty (20) days from the execution of the within Agreement by both the Buyer and Seller, the Buyer may obtain at Buyer's expense a building inspection of the subject premises being conveyed herein.

10. **Buyer's Contingencies.**

This Agreement and the Buyer's obligations hereunder, shall be expressly contingent upon the following:

A. Buyer shall have obtained, as set forth and according to the terms described in Paragraph 5 herein, any existing written environmental audit of the Premises (Phase 1 and Phase II reports) and DEC reports and agreements available to Seller and any current Phase I or II reports

obtained by the Buyer, all of which are to be satisfactory to the Buyer, in Buyer's sole discretion, and prepared by an independent consultant acceptable to Buyer. The Environmental Audit shall include all elements of a "Phase I" Environmental Audit including but not limited to: (1) review of the Abstract of Title; (2) review of historic air photographs for evidence of filling or other possible site contamination sources; (3) review of federal, state and local waste disposal registries for a listing of the site and for the proximity of other sites to the Premises; (4) freedom of information requests to agencies for their files on the Premises; (5) interviews with owners, managers, employees and/or neighbors for site-specific operations and historical use; (6) review of facility files and records involving hazardous materials and wastes; (7) inspection of the Premises, the building and adjacent sites for evidence of underground tanks, spill sites, landfilling, PCB's or PCB - containing equipment and/or asbestos and asbestos containing materials (ACM); (8) collection and analysis of soil, surface water, sediment, and groundwater samples; (9) testing of any underground storage tanks; and (10) analysis of building materials for the presence of asbestos.

Buyer, Buyer's agents, contractors and employees, shall have the right to enter upon the Premises for the purpose of conducting all inspections, tests and surveys reasonably associated with the evaluation of the Audit or any additional environmental inspection or audit required by Buyer. Buyer agrees to return the Premises subsequent to any testing in substantially the same condition as found by Buyer. No inspections under this Article will be performed by Buyer or its agents, inspectors or contractors, unless the foregoing parties have in place a liability policy in an amount not less than one million dollars per occurrence and which, if requested by Seller, shall name Seller as additional insured. Buyer shall use its best efforts to minimally interfere with the conduct of business by the present tenant at the Property whenever conducting any tests or inspections. If the Audit reveals the presence of

asbestos, hazardous materials, or any other areas of environmental liability or concern which are unacceptable to Buyer, in Buyer's sole discretion, or which Buyer believes should be corrected or remediated and Buyer is unwilling, at its sole cost and expense, to correct or remediate them and, thereafter, Seller is unwilling to correct or remediate them, at Seller's sole cost and expense, then either party may terminate this Agreement by giving written notice of such termination to the other and the Purchase Deposit shall be immediately returned to Buyer. Buyer shall automatically waive this contingency by September 30, 2015, if Buyer has not terminated the contract on or before that date.

B. Buyer shall have obtained, at Buyer's sole expense a building inspection (satisfactory to Buyer in Buyer's sole discretion), of the Premises, completed by an independent consultant chosen by Buyer to determine the structural soundness and general condition of the Premises. If the inspection reveals any structural or other problems which are unacceptable to Buyer, at Buyer's sole discretion, or which Buyer believes should be corrected or remediated and Buyer is unwilling, at its sole cost and expense, to correct or remediate them and, thereafter, Seller is unwilling to correct or remediate them, at Seller's sole cost and expense, then either party may terminate this Agreement by giving written notice of such termination to the other and the Purchase Deposit shall be immediately returned to Buyer. Buyer shall automatically waive this contingency by September 30, 2015, if buyer has not terminated the contract on or before that date.

C. Buyer shall obtain all permits and governmental authorities as may be necessary to operate the subject premises as a marijuana dispensary, and Seller shall provide title curatives to clear title as provided in Section 7. Buyer shall automatically waive this contingency by September 30, 2015, if Buyer has not terminated the contract on or before that date.

11. **Environmental Representative.**

Seller represents that and warrants to Buyer, knowing and intending that Buyer is relying hereon in executing this Agreement, as follows:

A. That it has no knowledge that the Premises, its business, operations, assets, equipment, leaseholds and other facilities are not in compliance, in all material respects, with the provisions of all federal, state and local environmental, health and safety laws, codes and ordinances and all rules and regulations promulgated thereunder.

B. That it has received no notice of, and neither knows of nor suspects, any fact(s) which might constitute violation(s) of any federal, state or local environmental, health or safety laws, codes or ordinances, and any rules or regulations promulgated thereunder, which relate to the use, ownership or occupancy of the Premises, and has no knowledge of any violation of any covenants, conditions, easements, rights of way or restrictions affecting the Premises or any rights appurtenant thereto.

C. Seller has no knowledge of any emission, spill, release or discharge into or upon: (i) the air; (ii) soils or any improvements located thereon; (iii) surface water or ground water; or (iv) the sewer, septic system or waste treatment, storage or disposal system servicing the Premises of any toxic or hazardous substances or wastes at or from the Premises (any of which is hereafter referred to as a "Hazardous Discharge").

D. Seller has no knowledge of any complaint, order, directive, claim, citation or notice by any governmental authority or any other person or entity with respect to: (i) air emissions; (ii) spills, releases or discharges to soils or any improvements located thereon, surface water, ground water, or the sewer, septic system or waste treatment, storage or disposal systems servicing the Premises; (iii)

noise emissions; (iv) solid or liquid waste disposal; (v) the use, generation, storage, transportation or disposal of toxic or hazardous substances or wastes or (vi) other environmental, health or safety matters affecting the Seller, the Premises, any improvements located thereon or the business therein conducted (any of which is hereafter referred to as an "Environmental Complaint").

E. Prior to the Closing, Seller shall not cause or permit any Hazardous Discharge or Environmental Complaint to occur.

12. **Seller's Representations.**

Seller represents that to the best of its knowledge and warrants that (a) all necessary action has been taken or will be taken to enter into and consummate this Agreement and that there are no actions or proceedings (zoning or otherwise), litigation, claims or governmental investigations pending against Seller in connection with the Premises or the transaction contemplated by this Agreement; (b) the Premises and the improvements thereon are in full compliance with all easements and restrictive covenants affecting the Premises; (c) Seller will not enter into or renew any leases, contracts, agreements or other arrangements affecting the Premises without the prior written consent of Buyer; (d) there are no leases, subleases, tenancies, licenses or other rights of occupancy or use for any portion of the Premises; ; (e) no notice of violation of law or municipal ordinances or of federal, state, local or other governmental agency regulation, orders or requirements and no notices of any deficiency or repair requirement by the Board of Fire Underwriters or any insurance company relating to the Premises have been entered; and (f) the Premises are serviced by public water and storm and sanitary sewers. At Closing, Seller shall deliver to Buyer a written representation that to the best of Seller's knowledge there are no proceedings, notices of violations, litigations or claims against Seller in

connection with the Premises and that all representations and warranties contained in this Paragraph and the other provisions hereof are true at Closing.

The warranties and representations of this Agreement shall survive the Closing for a period of three years, except the provisions of Paragraph 13 hereof which shall survive for the longest period available under all applicable statutes.

13. **Authority of Signators**

Both the Buyer and the Seller herein shall, at or prior to the time of closing, provide to the other such Articles of Organization, Operating Agreements, Certificates of Good Standing, Franchise Tax Reports (or Reports evidencing payment of mandatory New York State fees), designations of persons authorized to sign on behalf of the Buyer and the Seller, minutes of members meeting, and any and all other documents which counsel for the opposing party may believe reasonable and necessary in order to establish that the documents executed by each of the parties herein shall have been made with full and complete authority and will be binding upon the entity executing said documents.

14. **Possession.**

Subject only to the rights of the present Lessee of the 1,560 sq. ft. building, Buyer shall have possession and occupancy of the Premises from and after the Closing, free and clear of all tenancies.

15. **Adjustments at Closing.**

There shall be prorated and adjusted as of the Closing current real property taxes computed on a fiscal year basis (including all items in the current county and city tax bills, except returned school taxes and any local assessments reflecting past provided embellishments) and any water

and sewer charges. All taxes assessed for any prior calendar year and remaining unpaid shall be paid by Seller.

16. **Notices.**

Any notice required or permitted to be given pursuant to this Agreement shall be delivered personally or sent by certified or registered mail, return receipt requested, as follows:

A. To the Buyer at the address set forth below:

Huron Evergreen LLC
5800 Lake Bluff Road
North Rose, New York 14516

With a copy mailed in the same manner as to Buyer to:

Evans & Fox LLP
95 Allens Creek Road
Suite 300
Rochester, New York 14618

B. To the Seller, at the address set forth below:

BCT Enterprises, Inc.
5508 Quail Ct.
Clifton, Va. 20124

Attn: Gary Ternullo

With a copy mailed in the same manner as to Seller to:

Seller's Designee

Michael M. Blinkoff Esq.
1207 Delaware Ave.
Buffalo, N.Y. 14209 _____

Seller and Buyer shall be entitled to designate such alternative addresses for themselves or their counsel as they may desire by written notice.

At time of closing, Buyer shall take a credit for any security deposit held by Seller for the restaurant and will adjust for taxes, municipal charges, rent and similar financial issues in the standard manner practiced in Erie County. Seller shall deliver a sworn rent poll to Buyer setting forth the status of rent history of the tenant. In no event shall Buyer be obligated to adjust on delinquent rent beyond the month of closing.

17. **Closing.**

The Closing shall occur on or about 10 days following the latter of Buyer's counsel receiving title documents and the resolution of title issues as provided in Paragraph 7, and Buyer's receipt of satisfactory environmental reports as provided in Paragraph 5, but in any event, not later than sixty (60) days from the date of this Agreement, unless the Buyer is unable to obtain governmental approvals for its intended use within said 60-day period, in which event the period shall be extended until thirty (30) days following Buyer obtaining said approvals, but no later than October 30, 2015. The Closing shall take place at the Erie County Clerk's Office or at such other place as the parties or their attorneys may mutually agree.

18. **Broker's Commission.**

The parties herein acknowledge that Cushman Wakefield Pyramid Brokerage brought about this transaction and Seller agrees to pay such fees as indicated in its Exclusive Listing Agreement with Cushman Wakefield Pyramid Brokerage.

19. **Risk of Loss.**

The risk of loss or damage to said Property by fire or other casualty, until delivery of the deed as herein provided, shall be assumed by Seller, and upon the happening of such event, Buyer shall have the election of terminating this Agreement without further liability hereunder, or of completing this purchase and receiving the insurance proceeds for such casualty.

20. **Amendments.**

This Agreement may not be amended except by an instrument in writing executed by and between the parties hereto.

21. **Successors and Assigns.**

This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the respective parties hereto. This Agreement may be assigned by Buyer without Seller's prior consent to a related entity.

22. **Non-Foreign Seller.**

At or before Closing, Seller shall provide Buyer with an affidavit establishing the exemption of this transaction from Section 1445 of the Internal Revenue Code (Transfer by a Foreign Person or Corporation).

23. **Life of Offer.**

Intentionally Omitted.

24. **Attorney Approval.**

Intentionally Omitted.

25. **Hold Harmless.**

Buyer shall hold harmless and indemnify Seller from any and all claims for personal injury or property damage arising from Buyer, its agents, inspectors or contractors being present on the Property at any time.

Huron Evergreen LLC

By: _____

ACCEPTANCE

Seller hereby accepts the above offer and agrees to sell the Premises on the terms and conditions set forth herein.

DATED: June____, 2015

By: _____



Butler Evergreen LLC - Property List

(3) Dispensary – 3760 West Henrietta Road, Rochester NY 14623

Documents Included

- Lease Option Contract with Daytona Partners I, LLC
Premises Detail
Lease Agreement (Exhibit A)

EXECUTED OPTION CONTRACT

THIS AGREEMENT, made this 29th day of May, 2015, by and between DAYTONA PARTNERS I, LLC, a New York limited liability company, at 415 West Main Street, Rochester, New York 14608 (hereinafter, "Landlord"), and BUTLER EVERGREEN LLC, with mailing address at 5800 Lake Bluff Road, North Rose, New York 14516 (hereinafter, "Tenant").

WITNESSETH

WHEREAS the Landlord is the owner of a shopping plaza located at 3760 West Henrietta Road, in the Town of Henrietta, County of Monroe, State of New York (hereinafter "Plaza") and,

WHEREAS the Tenant is desirous of entering into an option to lease a portion of said premises consisting of approximately 8,093± square feet as shown on Exhibit A annexed hereto, and

WHEREAS the Tenant's willingness to enter into a Lease is conditioned upon the Tenant obtaining all necessary governmental approvals to become a licensed medical marijuana dispensary at said location, said approvals including the issuance of a license to Tenant by the New York State Department of Health, and the granting by the Town of Henrietta of all special use permits, and the granting of any and all other municipal permits as may be required by law, and,

WHEREAS, pursuant to the provisions in Section 1004.5(b)(9) of the Code, Rules and Regulations relating to Article 33 of the Public Health Law, the Tenant, in making this application, is required to provide an "Executed Option Contract" granting to Tenant an option to lease the demised premises pursuant to the provisions of a Lease to be entered into by the Parties, the same subject to the terms as set forth herein,

NOW, THEREFORE, with the intent to enter into an Executed Option Contract in compliance with Article 33 of the Public Health Law and the Rules and Regulations promulgated thereunder, the Parties do agree as follows:

1. Option to Lease. The Landlord does hereby grant to Tenant the option to lease the demised premises pursuant to the terms and provisions of the annexed Commercial Lease Agreement marked as Exhibit A and made a part herein.

2. Intended Use. It is hereby recognized that it is the intention of the Tenant to utilize the demised premises as a medical marijuana dispensary and other ancillary uses relating thereto, and for no other purpose. The Commercial Lease Agreement annexed as Exhibit A shall set forth any and all use restrictions that may be applicable to the plaza, which shall be acceptable to Tenant.

3. Tenant Exercise of Option. The option granted herein shall extend for a period commencing on the execution hereof, and shall continue until September 30, 2015. However, if the Tenant is using commercially reasonable efforts to obtain permits under Article 33 of the Public Health Law, or special use or other municipal approvals to utilize the demised premises as a medical marijuana dispensary, and has been unable to obtain all said permits in final and non-appealable form by said date, then the option period shall be extended for an additional sixty (60) days upon written notice to Landlord.

4.

Redacted pursuant to N.Y. Public Officers Law, Art. 6

Redacted pursuant to N.Y. Public Officers Law, Art. 6

5.

Redacted pursuant to N.Y. Public Officers Law, Art. 6

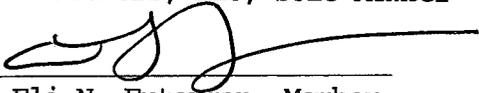
6. Tenant shall have the right following due execution of this Option Agreement, to obtain an engineer's evaluation of the suitability of the premises which is satisfactory to Tenant at Tenant's sole expense within fifteen (15) days of the execution of the within Option Agreement, a copy of which shall be provided to Landlord by Tenant. In the event that Tenant determines that the premises are not suitable, the Tenant, upon fifteen (15) days prior written notice, may terminate the within Option Agreement and all obligations of the Landlord and Tenant herein shall be deemed cancelled.

7. Landlord hereby agrees to include in the Lease an exclusive use right granted to the Tenant for use of any portion of the plaza as a medical marijuana dispensary.

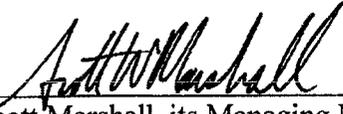
8. Landlord expressly represents to Tenant that the intended use herein is not prohibited under the provisions of any Declaration of Use applicable to the plaza, nor under the terms of any currently existing Lease binding upon the plaza.

9. MANDATORY LANGUAGE REQUIRED TO BE INCLUDED IN THE LEASE. "THE LANDLORD ACKNOWLEDGES THAT ITS RIGHT OF RE-ENTRY INTO THE PREMISES SET FORTH IN THIS LEASE DOES NOT CONFER ON IT THE AUTHORITY TO MANUFACTURE AND/OR DISPENSE ON THE PREMISES MEDICAL MARIJUANA IN ACCORDANCE WITH ARTICLE 33 OF THE PUBLIC HEALTH LAW AND AGREES TO PROVIDE THE NEW YORK STATE DEPARTMENT OF HEALTH, MAYOR ERASTUS CORNING 2ND TOWER, THE GOVERNOR NELSON A. ROCKEFELLER EMPIRE STATE PLAZA, ALBANY, NEW YORK 12237, WITH NOTIFICATION BY CERTIFIED MAIL OF ITS INTENT TO RE-ENTER THE PREMISES OR TO INITIATE DISPOSSESS PROCEEDINGS, OR THAT THE LEASE IS DUE TO EXPIRE, AT LEAST THIRTY (30) DAYS PRIOR TO THE DATE ON WHICH THE LANDLORD INTENDS TO EXERCISE A RIGHT OF RE-ENTRY OR TO INITIATE SUCH PROCEEDINGS, OR AT LEAST SIXTY (60) DAYS BEFORE EXPIRATION OF THE LEASE."

DAYTONA PARTNERS I, LLC, Landlord
By: Daytona Partners, LLC, Sole Member

By: 
Print Name: Eli N. Futerman, Member
Date: May 29, 2015

BUTLER EVERGREEN, LLC, Tenant

By: 
Scott Marshall, its Managing Member
Date: May 29, 2015

Premises Detail

Exhibit A

Additional Agreements

LEASE AGREEMENT

THIS LEASE AGREEMENT, is dated as of the _____ day of May, 2015, between Daytona Partners I, LLC, having an office at 415 West Main Street, Rochester, New York 14608 (hereinafter referred to as "*Landlord*"), and Butler Evergreen, LLC, with an address of 5800 Lake Bluff Road, North Rose, New York 14516 (hereinafter referred to as "*Tenant*").

WITNESSETH:

1. DESCRIPTION

Landlord hereby leases to Tenant and Tenant hereby rents from Landlord the premises described on Exhibit "A" attached hereto, consisting of approximately 8,093± square feet of area located at 3760 West Henrietta Road, Rochester, New York 14623 (the "*Premises*"). The Premises are part of a building consisting of 43,000 rentable square feet.

Redacted pursuant to N.Y. Public Officers Law, Art. 6

3. RENT

The rent during the term of this Lease shall be according to Exhibit "B" attached hereto, to be paid in consecutive monthly installments in advance on the first (1st) day of each month during the term hereof, without deduction, setoff or prior demand which rent Tenant agrees to pay in lawful money of the United States, which shall be legal tender in payment of all debts and dues, public and private, to the Landlord, Daytona Partners I, LLC, at 415 West Main Street, Rochester, New York 14608, or such other place as the Landlord may designate. This Lease is granted and accepted upon the foregoing and upon the following covenants and conditions and subject to the following restrictions, to all and every one of which the parties consent; and each of the parties hereby expressly covenants and agrees to keep, perform and observe all the terms, covenants and conditions herein contained on its part to be kept, performed and observed.

4. OPERATING EXPENSES

(A) Operating Expenses shall include all expenses incurred by Landlord with respect to the maintenance and operation of the Building (except those expenses defined in Article 6 herein, but not including floor slab expenses in delivery and security areas), including but not limited to, the following: maintenance, repair and replacement costs; management fees; wages and benefits payable to employees of Landlord to the extent their duties are directly connected with the operation and maintenance of the Building; all services, utilities for Common Areas, supplies, repairs, replacement or other expenses for maintaining and operating the Common Areas; and the cost, amortized over its useful life, of any expense required to be capitalized under GAAP principles. The term "Operating Expenses" does not include the following: expenses incurred in leasing to or procuring of tenants, leasing commissions, advertising expenses and expenses for the renovating of space for new tenants; interest or principal payments on any mortgage or other indebtedness of Landlord; compensation paid to any employee of Landlord other than maintenance and property management personnel to the extent these services are directly associated with the operation and maintenance of the Building; any depreciation allowance or expense (except for depreciation of capital improvements and equipment specifically included within the definition of Operating Expenses); operating expenses otherwise caused by or resulting from Landlord's breach of its obligations under this Lease or leases with other tenants of the Building, and Landlord expenses set forth in Article 6, but not including floor slab expenses in delivery and security areas.

(B) Tenant agrees to pay, as additional rent, its proportionate share of the Operating Expenses during the term hereof. Said proportionate share shall be determined by multiplying the Operating Expenses by a fraction, the numerator of which shall be the square foot area of the Premises and the denominator the total rentable square foot area of the building of which the Premises are a part, which proportionate share shall be 18.8%.

5. USE

The Premises may be used and occupied exclusively by Tenant for a medical marijuana dispensary and other ancillary uses relating thereto and for no other purpose. Any other use shall require the prior written consent of the Landlord, which shall not be unreasonably withheld, conditioned or delayed. Tenant will not at anytime use or occupy the Premises in violation of its approved use. No part of the Premises shall be occupied or used by any persons for any purpose

or in any manner so as to increase the insurance risk or rates or prevent the obtaining of insurance; nor so that, in and for any use in accordance with any requirement or law or any public authority, the Landlord shall be obligated, on account of the purpose or manner of said use or occupation, to make any addition or alteration to or in the building. If, by reason of Tenant's failure to comply with this provision, the fire insurance rate at any time shall be higher than it otherwise would have been then Tenant shall reimburse Landlord, as additional rent, for that part of all fire insurance premiums thereafter paid by Landlord by reason or such violation by Tenant. Landlord agrees that Tenant shall have the exclusive right to operate a medical marijuana dispensary on the Premises and in the building. Parking shall be free and unrestricted as to Tenant, except for eight (8) parking spaces which are for the sole and exclusive use of Nu-Way Auto Parts.

6. LANDLORD'S REPAIRS

Landlord Shall Maintain and Repair:

1. *All Structural Elements of the Premises;*
2. *Exterior walls;*
3. *Roofs; and*
4. *Floor Slab, but not floor covering.*

7. UTILITIES

(A) Tenant shall pay all charges for light, heat, power, electric, gas, water, sewerage charges, pollution charges, Pure Water charges, fuel charges and such other similar services furnished or used in connection with the Premises during the Lease Term, commencing on the date Tenant takes occupancy of the Premises.

(B) The Premises are separately metered for electric and gas usage ("Utilities"). Tenant shall pay for Tenant's use of the Utilities, including the electric and gas which are separately metered.

8. REMEDIES OF TENANT REGARDING PROVISION OF SERVICES AND UTILITIES

No diminution or abatement of rent or other compensation shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the building or to its appliances. However, for any space taken to comply with any law, ordinance or order of

a governmental authority, the rent shall be apportioned ratably. In respect to the various “services”, if any, herein expressly or impliedly agreed to, be furnished by the Landlord to the Tenant, it is agreed that there shall be no diminution or abatement of the rent, or any other compensation, for interruption or curtailment of such “services” when such interruption or curtailment shall be due to accident, alterations or repairs desirable or necessary to be made or to some other cause, not gross negligence on the part of the Landlord. No such interruption or curtailment of any such “services” shall be deemed a constructive eviction. The Landlord shall not be required to furnish, and the Tenant shall not be entitled to receive, any of such “services” during any period wherein the Tenant shall be in default in respect to the payment of rent. Such repairs, alterations, etc., shall be done with reasonable dispatch.

9. PREPARATION OF PREMISES

Tenant acknowledges and agrees that it has inspected the Premises and hereby accepts the Premises “as is.” The parties acknowledge that Tenant will be required to make significant buildouts to bring the Premises in compliance with state law and for its intended use, including but not limited to pruning and removal of shrubbery and trees and possible movement of door location, and Landlord hereby consents to the same. The buildouts will be subject to Landlord’s prior written consent, not to be unreasonably withheld, conditioned or delayed, and to State Department of Health requirements. Tenant shall be solely responsible for the cost of such improvements and shall provide detailed plans for Landlord’s review.

10. MAINTENANCE AND REPAIRS

Tenant shall be responsible for all repairs and replacements to the Premises which are not the Landlord’s responsibility, as follows:

(A) except as specifically set forth in Paragraph 6 as to Landlord’s maintenance responsibilities, at Tenant’s own expense, Tenant shall take good care of the Premises, the pipes, fixtures, appliances, equipment and appurtenances belonging thereto, and keep the same in good order and repairs (if any) shall be in quality and class at least equal to the original work; on default of Tenant to do such work, the Landlord may do it for Tenant’s account, and Tenant shall have no claim for inconvenience on account thereof;

(B) not cut or drill or otherwise deface or injure the outside or structural components of the building, except for installation of security systems to be installed by Tenant;

(C) not use or permit the use of the roof except as shall be expressly permitted in writing by Landlord, including, without limitation, for the installation thereon of any antenna, airlines, masts, or other radio or television equipment; irrespective of the foregoing, Tenant shall be permitted to install security systems on the roof, including an antenna for security communications, subject to Landlord's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. Tenant shall be responsible for any damage to the roof as a result of such installations, maintenance and removal of such equipment, including but not limited to, roof leaks resulting from Tenant's roof activities;

(D) not permit, without the Landlord's prior written consent first obtained in each instance, any matter or thing to be extended or projected from the window sash, window sill, cornice or fire escape of the Premises;

(E) pay to Landlord as additional rent hereunder, within ten (10) days after the Landlord's demand thereof, an amount equal to the increase, if any, in the amount of the fire insurance premium applicable to the building for and during the demised term resulting from the Tenant's use and occupancy of the Premises in violation of the use permitted in this Lease, or from the Tenant's failure to comply with any requirements of law or the recommendation of any insurance carrier;

(F) except as provided in Article 9 herein, Tenant shall not make, without the Landlord's prior written consent first obtained in each instance, which shall not be unreasonably withheld, conditioned or delayed, an alteration or addition to the electric wiring, equipment, or appliances, including, without limitation, any heating, air conditioning system, water systems, or gas pipe systems, or tap any mains or pipes to supply water for refrigeration or air conditioning apparatus;

(G) not make, without Landlord's prior written consent first obtained in each instance, which shall not be unreasonably withheld, conditioned or delayed, any alterations, decorations or improvements in or to the Premises, provided however, Landlord's consent to non-structural interior alterations or decorations shall not be unreasonably withheld;

(H) comply with all reasonable and uniform regulations and orders of Landlord designated to promote the safety or good order of the building; and

(I) promptly discharge by filing the necessary bond, or otherwise, any mechanic's lien or other lien filed against the Premises because of any work or material done or furnished to the Tenant. All alterations, additions or improvements made to the Premises by either party, including railings, galleries, decorations, paneling and similar items, unless Landlord shall otherwise elect in writing, shall become the property of Landlord and be surrendered as part of the Premises at the expiration or earlier termination of this Lease.

11. COVENANT AGAINST ASSIGNMENT AND SUBLETTING

(A) Without the previous written consent of the Landlord, which shall not be unreasonably withheld, conditioned or delayed, neither the Tenant, nor the Tenant's legal representatives or successors in interest by operation of law or otherwise, shall assign or mortgage this Lease, or sublet the whole or any part of the Premises or any part thereof to be used by others. Any consent by Landlord to any act of assignment or subletting shall be held to apply only to the specific transaction thereby authorized. Such consent shall not be construed as a waiver of the duty of Tenant, or the legal representatives or assigns of tenant, to obtain from the legal representatives or assigns of Tenant, to obtain from Landlord consent to any other or subsequent assignment or subletting, or as modifying or limiting the rights of Landlord under the foregoing covenant by Tenant not to assign or sublet without such consent. Any violation of any provision of this Lease, whether by act or omission, by any assignee, subtenant, or undertenant, or occupant shall be deemed a violation of such provision by Tenant, it being the intention and meaning of the parties hereto that Tenant shall assume and be liable to Landlord for any and all acts and omissions of any and all assignees, sub-tenants and under-tenants and occupants. If this Lease be assigned, the Landlord may, and is hereby empowered to collect rent from the assignee if the Premises or any part thereof be underlet or occupied by any person or Corporation other than Tenant. Landlord, in the event of Tenant's default may, and is hereby empowered to, collect rent from the undertenant or occupant; in either of such events, Landlord may apply the net amount received by it to the rent herein reserved, and no such collection shall be deemed a waiver of the covenant herein against assignment and underletting, or the acceptance of the assignee, undertenant, or a release of the Tenant from the further performance of the covenants herein contained on the part of the Tenant.

(B) Notwithstanding the provisions of Paragraph 11(A) hereof, the Tenant may, without the Landlord's consent, assign this Lease to any parent, affiliated or subsidiary corporation, provided such assignment does not relieve the original Tenant of any liability hereunder.

12. RIGHT OF ENTRY

Tenant, during the term hereof, and subject to all contrary provisions contained in Article 33 of the Public Health Law, any regulations promulgated thereunder, or any other statutory or regulatory authority, shall permit inspection of the Premises during reasonable business hours by Landlord's agents or representatives, and by or on behalf of prospective purchasers; and shall permit access by the Landlord, or Landlord's agents or representatives during reasonable hours for the purpose of making repairs, renovations or decorations. Notwithstanding the foregoing, Landlord shall have a representative of the Tenant present to accompany Landlord during any such entry or inspection.

13. COVENANT TO SURRENDER; REMOVAL OF PERSONAL PROPERTY

On the last day of the Lease Term or on the sooner termination thereof, Tenant shall peaceably and quietly leave, surrender and yield up unto the Landlord all and singular the Premises broom-clean and in good order and repair, ordinary wear and tear and damage by fire, condemnation or other casualty as is insurable under present or future standard forms of fire and extended coverage insurance policies, excepted, together with all alterations, additions and improvements which may have been made upon the Premises with Landlord's permission except movable furniture or movable trade fixtures put in at the expenses of Tenant and non-moveable property as listed in Exhibit D which may be removed by Tenant, but Tenant shall repair damages caused by said removal and restore the Premises to their original condition. If the last day of the Lease Term falls on Sunday, this Lease shall expire on the business day immediately preceding it. Tenant, on or before said date, shall remove all its property from the Premises, and all property not so removed shall be deemed abandoned by Tenant. If said Premises be not surrendered at the end of the term, Tenant shall make good to Landlord all damage which Landlord shall suffer by reason thereof, and shall indemnify Landlord against all claims made by any succeeding tenant against Landlord in delivering possession of the Premises to such succeeding tenant, so far as such delay is occasioned by failure of Tenant to surrender the Premises.

14. FIRE OR CASUALTY DAMAGE

In case of damage to the Premises or the building of which the Premises are a part by fire, or other casualty as is insurable under present or future standard forms of fire and extended coverage insurance policies, Landlord, unless it shall otherwise elect as hereinafter provided, shall repair the same with reasonable dispatch. If the Premises, or any part thereof, are damaged by fire, enemy action, or other casualty to such an extent as to be rendered untenable, but are, nevertheless, promptly repaired by Landlord, then the rent shall be abated to an extent corresponding with the time during which and the extent to which said Premises may have been

untenantable. If such repairs, however, are delayed because of Tenant's failure to adjust Tenant's own insurance claim, no reduction shall be made beyond a reasonable time allowed for such adjustment. If the Landlord in its exclusive discretion, shall decide, within a reasonable time after the occurrence of any such fire, enemy action, or other casualty, to demolish, rebuild or reconstruct the building, then, upon at least thirty (30) days written notice given by Landlord to Tenant, this lease shall terminate on a date to be specified in such notice as if that date had been originally fixed as the expiration date of the Lease Term, and the rent shall be adjusted as of the time of the occurrence of any such fire, enemy action, or other casualty. Tenant shall give immediate notice to Landlord in case of fire or other casualty or in the event of accidents to or defect in any fixtures or equipment of the building. Landlord, for itself and its insurers, hereby releases Tenant with respect to any liability (including that deriving from the fault or neglect of Tenant, assignees, sub-tenants, its agents, employees or other persons under its or their direction or control) which Tenant might otherwise have for any damage to the building or the Premises by fire, explosion, or any other perils covered by Landlord's insurance, occurring during the Lease Term. Whenever Landlord elects to insure the Premises or the building against fire or other casualty with an insurance company selected by Landlord, Landlord shall cause all policies evidencing such insurance to include a provision permitting such release of liability if such a provision is obtainable from such insurer at no additional expense to Landlord. If such insurer will not include such a provision in said policy, or if the inclusion of such provision in such policy would involve an additional expense for Landlord, Landlord shall so advise Tenant within a reasonable time. Where such a provision is obtainable from such insurer and Tenant notifies Landlord in writing within a reasonable time thereafter the Tenant desires Landlord to cause such a provision to be included in such policy at the expense of Tenant, Landlord shall cause such a provision to be included, and Tenant agrees to pay promptly all expenses incurred by Landlord as a result of such inclusion.

In case Landlord shall fail to complete such repairs within ninety (90) days from the date of such damage, the Tenant may at any time after such ninety (90) day period give Landlord thirty (30) days notice in writing of termination of this lease, then at the expiration of such thirty day period, this lease shall terminate as completely as if that were the date fixed for expiration of the term of this lease unless, Landlord shall have substantially completed repairs prior to the expiration of such thirty day period.

15. CONDEMNATION

If the whole or a substantial part of the Premises shall be taken for any public or quasi-public use, under any statute or by right of eminent domain or private purchase in lieu thereof by a

public body vested with the power of eminent domain, then, when possession shall be taken thereunder of the Premises, or any part thereof, the term herein demised and all rights of Tenant hereunder shall immediately cease and terminate, and the rent shall be adjusted as of the time of such termination.

16. RELEASE FROM LIABILITY IF UNABLE TO PERFORM

In case Landlord is prevented from making any repairs, decorations or installing any fixtures or articles of equipment, or performing any other covenant or duty, whether expressed herein or implied, to be performed on Landlord's part, due to the Landlord's inability to obtain, or difficulty in obtaining, labor or materials necessary thereof, or due to any governmental rules or regulations relating to the priority of national defense requirements or due to any other cause beyond Landlord's control, Landlord shall not be liable to Tenant for damages resulting therefrom; nor shall the same give rise to a claim in the Tenant's favor that such failure constitutes actual or constructive, total or partial eviction from the Premises.

17. INSURANCE

(A) Tenant covenants and agrees, at its sole cost and expense, throughout the duration of this Lease, to obtain, keep and maintain in full force and effect for the mutual benefit of Landlord and Tenant, comprehensive liability insurance coverage for damage to persons or property arising out of the use and occupancy of the Premises or any part or parts in limits not less than Two Million Dollars, (\$2,000,000.00) for a combined single limit bodily injury, property damage policy. Such public liability policy or policies shall name Landlord as an additional insured. Tenant will supply Landlord with certificates of insurance evidencing the term of this Lease prior to taking occupancy.

(B) All insurance provided for in this Paragraph 17 may be in the form of a general coverage, floater policy or so called blanket policies which may be furnished by Tenant, or the parent corporation of Tenant or any related entity.

(C) Landlord shall keep the building containing the Premises insured against loss or damage by fire with extended coverage endorsement in an amount not less than 80% of the full insurable value thereof. Tenant agrees to pay its proportionate share of the cost of said insurance during the term hereof. Said proportionate share shall be determined by multiplying the cost of said insurance by a fraction, the numerator of which shall be the square foot area of the Premises and the denominator the total rentable square foot area of the building of which the Premises are a part, which proportionate share shall be 18.8%.

18. INDEMNITY

Except as otherwise provided in Paragraphs 14 and 19 hereof, Tenant shall indemnify Landlord against any expense, loss or liability paid, suffered or incurred as the result of any breach by Tenant, Tenant's agents, servants, employees, contractors, invitees or licensees, of any covenant or condition of this Lease, or the carelessness, negligence or improper conduct of Tenant, Tenant's agents, servants, employees, contractors or invitees. Tenant's liability under this Lease extends to the acts and omissions of any sub-tenant, and any agent, servant, employee, invitee or licensee of any such sub-tenant.

19. WAIVER OF SUBROGATION

Tenant and Landlord each agree to provide a waiver of subrogation from their respective insurance companies releasing any and all liability for any loss or damage caused by fire, or other casualty to the property of Tenant on the Premises or the contents of the Premises even if such fire or other casualty shall be brought about by the fault or negligence of Landlord or its agents.

20. MECHANIC'S LIEN

Tenant shall not do or suffer anything to be done whereby the Premises may be encumbered by any mechanic's lien and shall, whenever and as often as any mechanic's lien is filed against the Premises for labor or material furnished or to be furnished to Tenant, discharge the same of record within ten (10) days after the date of filing. Notice is hereby given that Landlord shall not be liable for any labor or materials furnished or to be furnished to Tenant upon credit, and that no mechanic's or other lien for any such labor or materials shall attach to or affect the reversionary or other estate or interest of Landlord in and to the Premises herein demised.

21. DEFAULT CLAUSE

Each of the following shall be deemed a default by Tenant and a breach of this Lease:

(A) A default in the payment of the rent herein reserved, or any part thereof, for a period of five (5) days after written notice delivered to the Tenant.

(B) Default in the performance of any other covenant or condition of this Lease on the part of Tenant to be performed for a period of thirty (30) days after service of notice thereof by Landlord on Tenant, provided however, that if the nature of Tenant's default is such that it cannot be cured solely by payment of money and that more than thirty (30) days may be reasonably required for such cure, then Tenant shall not be deemed to be in default if Tenant shall

commence such cure within such thirty (30) day period and shall thereafter diligently prosecute such cure to completion.

22. REMEDIES IN EVENT OF DEFAULT; NOTICE OF TERMINATION

In the event of any such default of Tenant, and at any time thereafter, Landlord may serve a written notice upon Tenant that Landlord elects to terminate this Lease upon a specified date not less than five (5) days after the date of the serving of such notice, and this Lease shall then expire on the date so specified as if that date had been originally fixed as the expiration date of the term herein granted. No defaults shall be deemed waived unless in writing and signed by Landlord.

23. RE-ENTRY

Subject to the provisions of Article 51 hereafter, in the event this Lease shall be terminated as hereinbefore provided, or by summary proceedings or otherwise, or in the event that the Premises shall be abandoned by Tenant during the Lease Term, Landlord, or its agents, servants or employees, may, immediately or any time thereafter, re-enter and resume possession of said Premises or such part thereof, and remove all persons and property therefrom, either by summary dispossess proceedings or by a suitable action or proceedings at law, or by force or otherwise. No re-entry by Landlord shall be deemed an acceptance of a surrender of this Lease.

24. RE-LETTING

In the event this Lease shall be terminated as hereinbefore provided, or by summary proceedings or otherwise, or if the Premises shall be abandoned by Tenant or shall become vacant during the Term hereof, Landlord may, in its own name, but as agent for Tenant if the Lease be not terminated, or if the Lease is terminated, in its own behalf, relet the whole or any portion of said Premises, for any period equal to or greater or less than the remainder of the original Lease Term, for any sum which it may deem reasonable, to any tenant which it may deem suitable and satisfactory, and for any use and purpose which it may deem appropriate. In no event, however, shall Landlord be under any obligation to relet the Premises for any purpose, other than that specified in this Lease which the Landlord may regard as injurious to the Premises or to any tenant which Landlord, in the exercise of reasonable discretion, shall deem to be objectionable. The parties further agree that re-letting shall not provide legal authority for any Successor Tenant to conduct the intended use as a medical marijuana dispensary, which legal authority may only be provided in accordance with Article 33 of the Public Health Law.

25. MEASURE OF DAMAGES IN EVENT OF DEFAULT

In the event that this Lease be terminated by summary proceeding, or otherwise, or if the Premises are abandoned, and whether or not the Premises be relet, Landlord shall be entitled to recover from Tenant and Tenant shall pay to Landlord, the following:

(A) An amount equal to all expenses, if any, including reasonable counsel fees incurred by the Landlord in recovering possession of the Premises, and all reasonable costs and charges for the care of said Premises while vacant, not otherwise the obligation of Landlord, which damages shall be due and payable by Tenant to Landlord at such time or times as such expenses are incurred by Landlord; and

(B) An amount equal to the amount of all rent and additional rent reserved under this Lease, less the net rent, if any, collected by Landlord on reletting the Premises, which shall be immediately due and payable by Tenant to Landlord and Landlord shall be entitled thereupon to recover same from Tenant on the several days on which the rent and additional rent reserved in this Lease would have become due and payable; that is to say, upon each of such days Tenant shall pay to Landlord the amount of deficiency then existing. Such net rent collected on reletting by Landlord shall be computed by deducting from the gross rents collected all reasonable expenses incurred by the Landlord in connection with the reletting, but shall not include the cost of performing any covenant contained in Paragraph 27.

Without any previous notice or demand, separate actions may be maintained by Landlord against Tenant from time to time to recover any damages, which, at the commencement of any such action, have then or theretofore become due and payable to Landlord under Paragraph 27, without waiting until the end of the original Lease Term.

26. COVENANTS INDEPENDENT

Each and every covenant contained in this Lease shall be deemed separate and independent, and not dependent on other provisions of this Lease or the use and occupation of the Premises by Tenant, and the performance of any such covenant shall not be considered to be rent or other payment for the use of said Premises.

27. LANDLORD MAY CURE DEFAULTS

In the event of any breach hereunder by Tenant, Landlord shall have the right to cure such breach for the account and at the expense of Tenant. However, Landlord shall give Tenant prior written notice of its intention to exercise its said right hereunder and a reasonable opportunity to cure any such breach. If Landlord at any time, by reason of such breach, is compelled to pay, or

elects to pay, any sum of money or do any act which will require the payment of any sum of money, or is compelled to incur any expense, including reasonable attorney's fees, in instituting, prosecuting and/or defending any action or proceeding to enforce Landlord's rights hereunder, the sum or sums so paid by Landlord, with all interest, and costs, shall be deemed to be additional rent hereunder and shall be due from Tenant to Landlord on the first day of the month following the incurring of such respective expenses.

28. REAL ESTATE TAXES AND ASSESSMENTS

(A) Tenant agrees to pay, as additional rent, its proportionate share of the real estate taxes, including extraordinary and/or special assessments (and all costs and fees incurred by Landlord in contesting the fees) which may be levied or assessed by apparent lawful taxing authority against the land, building and all other improvements of which the Premises are a part during the term hereof. Such portion shall be determined as follows: the Tenant shall pay that portion of such taxes as shall be equal to the product obtained by multiplying said taxes by a fraction, the numerator of which shall be the square foot area of the Premises and the denominator the total rentable square feet of the building of which the Premises are a part, which proportionate share shall be 18.8%. A tax bill submitted to Tenant shall be conclusive evidence of the amount of taxes assessed or levied. Such additional rent attributable to the year in which the term of this Lease terminates shall be apportioned from the date of the commencement of the term of this Lease to the end of the calendar year in which the Lease commences or from the beginning of the calendar year in which this Lease terminates to the date of the termination of the term of this Lease as the case may be and shall be paid within ten (10) days after demand therefore. Each tax or assessment levied during the calendar years in which this Lease commences and terminates shall be included in the computation of Tenant's portion regardless of the date of the commencement or termination of the term of this Lease.

(B) Tenant shall pay before delinquency any and all taxes, assessments, license fees and public charges levied, assessed or imposed and which become payable during the Lease Term upon leasehold improvements, fixtures, furniture, appliances and personal property installed or located in or on the Premises. If any such taxes, assessments, license fees, or public charges are not levied, assessed or imposed separately upon such property, a fair and equitable allocation of such taxes, assessments, license fees or public charges shall be made between such property included in the same tax assessment or other bill.

29. LATE CHARGES

A charge equivalent to [REDACTED] of the payment amount will be due for any rent received after the fifth (5th) day of the month. Notwithstanding the above charges, this Lease shall be considered in default if payment is not received when due.

30. COMMON AREAS

Common areas and facilities furnished by Landlord shall include parking area, access driveways, and such other areas, facilities, and exterior utilities as may be furnished by Landlord and designated for the benefit of the Tenants, all of which areas and facilities shall be subject to exclusive control and management by Landlord. Landlord shall have the right from time to time to establish, modify and enforce all reasonable rules and regulations in respect to such areas, facilities and exterior utilities and use thereof.

31. HOLDING OVER

Any holding over after the expiration of the term hereof, with the consent of the Landlord, shall be construed to be a tenancy from month to month at one hundred fifty (150%) percent of the previous month's rent (pro-rated on a monthly basis) and shall otherwise be on the terms and conditions herein specified so far as applicable.

32. BANKRUPTCY

Neither Tenant nor any Guarantor of this Lease is currently in bankruptcy or has filed a petition in bankruptcy within the last five (5) years. In order to more effectively secure to the Landlord the rent and other terms herein provided, it is agreed as a further condition of this Lease that the filing of any petition in bankruptcy, or assignment for the benefit of creditors by or against the Tenant or any guarantor of Tenant's obligations hereunder shall be deemed to constitute a breach of this Lease, and thereupon ipso facto and without entry or any other action by the Landlord this Lease shall become and be terminated and notwithstanding any other provision of this Lease the damages for such breach in an amount equal to the amount of the rent reserved in this Lease for the residue to the term hereof, less the fair rental value of the Premises for the residue of said term plus all costs of rerenting.

33. SIGNS

Tenant shall not place, erect or install any signs on the outside or the inside or upon the roof of the building or allow printed displays or show window lettering in such manner as to be seen from the exterior of building without prior written approval by Landlord. Any such sign permitted shall comply with sign regulations which shall be established by Landlord. All such signs shall be maintained in good and safe condition and appearance by the Tenant at its own expense. Tenant shall repair damage to the Premises, either inside or outside, resulting from the erection, maintenance or removal of said signs. Landlord hereby grants Tenant permission to install an exterior sign on the building, subject to the review and approval of Landlord, which shall not be unreasonably withheld, conditioned or delayed. Landlord to approve the location of the sign and Tenant shall be responsible for all the required approvals and costs associated with the sign, including, but not limited to permits, fees, installation, etc.

34. RULES

In the event that Landlord receives written notification that the Premises do not conform to applicable requirements of law, requirements of duly constituted authority, or any Board of Underwriters, Landlord shall cause the Premises to be brought into compliance with said laws or regulations. In the event that Tenant receives written notice that it is not in full compliance with all applicable statutes, ordinances, rules and regulations pertaining to Tenant's use of the Premises, or to any Tenant's alterations or additions to the Premises, then Tenant shall fully comply with all such applicable statutes or rules.

35. REMEDIES CUMULATIVE

The rights given to Landlord herein are in addition to any rights that may be given to Landlord by any statute or otherwise.

36. WAIVER OF RIGHT OF REDEMPTION

Tenant, for itself and for all persons claiming through or under it, hereby expressly waives any and all rights which are or may be conferred upon Tenant by a present or future law to redeem said Premises, or to any new trial in any action of ejectment under any provision of law, after re-entry thereupon by Landlord. If Landlord shall acquire possession of said Premises by summary proceedings, or in any other lawful manner without judicial proceedings, it shall be deemed a re-entry within the meaning of that word as used in this Lease.

37. SECURITY DEPOSIT

Tenant has deposited with Landlord the sum of [REDACTED] [REDACTED]) as security for the faithful performance and observance by Tenant of the terms, provisions and conditions of this Lease; it is agreed that in the event Tenant defaults in respect of any of the terms, provisions and conditions of this Lease, including, but not limited to, the payment of rent and additional rent, Landlord may at its option use, apply or retain the whole or any part of the security so deposited to the extent required for the payment of any rent and additional rent or any sum as to which Tenant is in default or for any sum which Landlord may expend or may be required to expend by reason of Tenant's default in respect of any of the terms, covenants and conditions of this Lease, including but not limited to, any damages or deficiency in the reletting of the Premises whether such damages or deficiency accrued before or after summary proceedings or other re-entry by Landlord. In the event that Tenant shall fully and faithfully comply with all of the terms, provisions, covenants and conditions of this Lease, the security shall be returned, without interest, to Tenant after the date fixed as the end of the Lease and within a reasonable time after delivery of entire possession of the demised Premises to Landlord. In the event of a sale of the land and building or leasing of the buildings, of which the demised Premises form a part, Landlord shall have the right to transfer the security to the vendee or lessee, and Landlord shall thereupon be released by Tenant from all liability for the return of such security; and Tenant agrees to look to the new Landlord solely for the return of said security; and it is agreed that the provisions hereof shall apply to every transfer or assignment made of the security to a new Landlord. Tenant further covenants that it will not assign or encumber or attempt to assign or encumber the monies deposited herein as security and that neither Landlord nor its successors or assigns shall be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance.

38. SUBORDINATION TO MORTGAGES

This lease is and shall be subject and subordinate to any mortgage or mortgages and to any extensions or modifications thereof now in force or which shall at any time be placed upon the Premises or any part thereof or the building of which the Premises is a part of. The Tenant agrees that it will, upon demand and upon presentment to Tenant of a Subordination Non-Disturbance Agreement (SNDA) reasonably satisfactory to Tenant, execute and deliver such instruments as necessary to effect more fully such subordination of this lease to the lien of any such mortgage or mortgages as shall be desired by any mortgagee or proposed mortgagee and in the event of the failure of the lessee to execute such instrument, despite presentment of a commercially reasonable SNDA to Tenant, the Lessee hereby nominates and appoints the Lessor attorney-in-fact for the purpose of executing any such instrument of subordination.

39. COVENANT OF QUIET ENJOYMENT

If and so long as Tenant pays the rent and additional rent reserved by this Lease, and performs and observes all the covenants and provisions hereof, Tenant shall quietly enjoy the Premises, subject, however, to the terms of this Lease.

40. ENTIRE AGREEMENT

This instrument contains all the agreements and conditions made between the parties hereto and supersedes all prior or other leases, agreements and representations in connection with the Premises and may not be modified orally or in any other manner than by an agreement in writing, signed by all the parties hereto or their respective successors in interest. The receipt of rent by Landlord, with knowledge of any breach of this Lease by Tenant or of any default on the part of Tenant in this observance or performance of any of the conditions or covenants of this Lease shall not be deemed to be a waiver of any provision of this Lease. If the Tenant makes any payment of any amount less than that due hereunder, Landlord, without notice, may accept the same as a payment on account; Landlord shall not be bound by any notation on any check involving such payment or any statement in any accompanying letter. No failure on the part of Landlord to enforce any covenant herein contained nor any waiver of any right thereunder by Landlord, unless in writing, shall discharge or invalidate such covenant or provision or affect that right of Landlord to enforce the same in the event of any subsequent breach or default. The receipt by Landlord of rent or any other sum of money or any other consideration hereunder paid by Tenant after the termination, in any matter of the term herein demised shall not reinstate, continue, or extend the term herein demised, or destroy, or in any manner impair the efficiency of any such notice of termination as may have been give hereunder by Landlord or Tenant prior to the receipt of any such sum of money or other consideration, unless so agreed to in writing and signed by Landlord. Neither acceptance of the keys nor any other act or thing done by Landlord or any agent or employee during the term herein demised shall be deemed to be an acceptance of a surrender of said Premises, excepting only an agreement in writing signed by Landlord accepting or agreeing to accept such a surrender.

41. EFFECT OF CONVEYANCE

The term "Landlord" as used in this Lease, means only the owner for the time being of the Premises so that, in the event of any sale of the Premises or in the event of a lease by Landlord of the Premises subject to this Lease or assignment by Landlord of this Lease, Landlord shall be and hereby is entirely freed and relieved of all covenants and obligations of the Landlord hereunder arising subsequent to any such transfer and provided any such transferee assumes in

writing the obligations of Landlord hereunder and a copy of such assumption is delivered to Tenant, and it shall be deemed and construed without further agreement between the parties or between the parties and the purchaser at any such sale or the new lessee of the Premises or assignee of this Lease that such purchaser or said new lessee, or said assignee has assumed and agreed to carry out any and all covenants and obligations of Landlord hereunder. If any landlord named herein be acting in a fiduciary or representative capacity, the termination, in whole or in part, of such capacity shall be deemed a transfer within the meaning of this paragraph.

42. TOWN REGULATIONS AND OBLIGATIONS

Tenant shall have full responsibility of complying with all Town regulations including but not limited to, use as described by zoning ordinances etc.

43. CONSTRUCTION OF LEASE

Words of any gender used in the Lease shall be held to include any other gender, and words in the singular number shall be held to include the plural, when the sense requires. Consents required of Landlord hereunder shall not be unreasonably withheld or delayed.

44. MARGINAL NOTES

The marginal notes as to contents of particular paragraphs herein are inserted only for convenience and are in no way to be constructed as a part of this Lease or as a limitation on the scope of the particular paragraphs to which they refer.

45. RIGHTS OF SUCCESSORS AND ASSIGNS

The covenants and agreements contained in the within Lease shall apply to, enure to the benefit of, and be binding upon the parties hereto and upon their respective successors in interest and legal representatives, except as expressly otherwise hereinabove provided.

46. ENVIRONMENTAL LAWS

(A). Tenant covenants and agrees as follows:

(1). Tenant shall keep the Premises free of all Hazardous Substances and shall not cause or permit the Premises or any part thereof to be used for the treatment, generation, transportation, processing, production, disposal, storage or handling of any hazardous substances, and shall promptly remove from the Premises and shall dispose of all Hazardous Substances by-products, arising from Tenant's use of the Premises, in compliance with all applicable Environmental Laws.

(2). Tenant shall comply with all applicable Environmental Laws and shall obtain and comply with all Environmental Permits relating to Tenant's use of the demised premises.

(3). Tenant shall not cause or permit any change to be made in the present or intended use of the demised premises which would (1) involve the storage, treatment, generation, transportation, processing, handling, production or disposal of any Hazardous Substance or the use of the demised premises as a landfill or other waste disposal site or for military, manufacturing or industrial purposes or for the storage of petroleum or petroleum based products, (2) violate any applicable Environmental Law, (3) constitute non-compliance with any Environmental Permit or (4) increase the risk of a release of any Hazardous Substance.

(4). Tenant shall promptly provide Landlord with a copy of all notifications which it gives or receives with respect to any past or present release or the threat of a release of any Hazardous Substance on, at or from the demised premises given by or on behalf of Tenant to any federal, state or local governmental agencies or authorities or received by or on behalf of Tenant from any source whatsoever.

(5). Tenant shall undertake and complete all investigations, studies, sampling and testing and all removal and other remedial actions necessary to contain, remove and clean up all Hazardous Substances that are determined to be present at the demised premises, arising from Tenant's use of the demised premises, in accordance with all applicable Environmental Laws and all Environmental Permits.

(6). Tenant shall at all times allow Landlord and its officers, employees, agents, representatives, contractors and subcontractors reasonable access to the demised premises for the purpose of ascertaining site conditions, including, but not limited to, subsurface conditions.

(7). If at any time Tenant obtains any evidence or information which suggests that potential environmental problems may exist at the demised premises arising from Tenant's use of the demised premises, Landlord may require that a full or supplemental environmental inspection and audit report with respect to the demised premises of a scope and level of detail satisfactory to Landlord be prepared by an environmental engineer or other qualified person acceptable to Landlord, at Tenant's sole cost and expense. If said audit report indicates the presence of any Hazardous Substance or a release or the threat of a release on, at or from the

demised premises arising from Tenant's use of the demised premises, Tenant shall promptly undertake and diligently pursue to completion all necessary, appropriate and legally authorized investigative, containment, removal, clean up and other remedial action, using methods recommended by the environmental engineer or other person who prepared said audit report and acceptable to the appropriate federal, state and local regulatory authorities.

(B). Tenant covenants and agrees, at its sole cost and expense, to indemnify, protect, defend and save harmless Landlord from and against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements and/or expenses (including, without limitation, attorneys' and experts' fees, expenses and disbursements) of any kind or nature whatsoever which may at any time be imposed upon, incurred by or asserted or awarded against Landlord and Tenant relating to, resulting from or arising out of (i) Tenant's use of the demised premises for the storage, treatment, generation, transportation, processing, handling, production or disposal of any Hazardous Substance or as a landfill or other waste disposal site or for military, manufacturing or industrial purposes or for the storage of petroleum or petroleum based products, (ii) the presence of any Hazardous Substance or a Release or the threat of a release on, at or from the demised premises arising from Tenant's use of the demised premises, (iii) the failure to promptly undertake and diligently pursue to completion all necessary, appropriate and legally authorized investigative, containment, removal, clean up and other remedial actions with respect to a Release or the threat of a Release on, at or from the demised premises arising from Tenant's use of the demised premises, (iv) human exposure to any Hazardous Substance, noises, vibrations or nuisances of whatever kind to the extent the same arise from the use and operation of the demised premises, (v) a violation by Tenant of any applicable Environmental Law, (vi) non-compliance by Tenant with any Environmental Permit or (vii) a material misrepresentation or inaccuracy in any representation or warranty or a material breach of or failure to perform any covenant made by Tenant in this Paragraph 47.

(C). All capitalized terms used in this Section and not heretofore defined shall have the meanings set forth below.

“Environmental Laws” means all federal, state and local environmental, land use, zoning, health, chemical use, safety and sanitation laws, statutes, ordinances and codes relating to the protection of the Environment and/or governing the use, storage, treatment, generation, transportation, processing, handling, production or disposal of hazardous substances and the rules, regulations, policies, guidelines, interpretations, decisions, orders and directives of federal, state and local governmental agencies and authorities with respect thereto.

“Environmental Permits” means all permit, licenses, approvals, authorizations, consents or registrations required by any applicable Environmental Law in connection with the ownership, use and/or operation of the demised premises for the storage, treatment, generation, transportation, processing, handling, production or disposal of hazardous substances or the sale, transfer or conveyance of the demised premises.

“Hazardous Substance” means, without limitation, any flammable explosive, radon, radioactive materials, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyl's, petroleum and petroleum products, methane, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 6901, et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. Section 2601, et seq.), Articles 15 and 27 of the New York State Environmental Conservation Law or any other applicable Environmental Law and the regulations promulgated thereunder.

“Release” has the same meaning as given to that term in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et seq.), and the regulations promulgated thereunder.

(D). Landlord makes no warranties or representations with respect to the condition of the demised premises, except that Landlord warrants and represents that it has no knowledge of any violation of any Environmental Laws or Environmental Permits affecting the demised premises.

47. NOTICES

All notices shall be sent by certified mail, return receipt requested, to the following address, or such other address as may be designated hereafter in writing:

LANDLORD

*Daytona Partners I, LLC
415 West Main Street
Rochester, New York 14608
Telephone: 585.235.1595
Fax: 585.235.3108*

TENANT

*Butler Evergreen, LLC
5800 Lake Bluff Road
North Rose, New York 14516
Telephone: 315-587-2295*

WITH COPY TO

*Evans & Fox LLP
95 Allens Creek Road, Suite 300
Rochester, New York
14618*

Any notice shall be considered to have been given, in the case of letter, at 5:00 p.m. local time on the date set forth on the post mark appearing on the envelope.

48. PAYMENTS

All payments shall be sent to the following address:

PAYMENTS

*Daytona Partners I, LLC
415 West Main Street
Rochester, New York 14608*

Tenant may request wiring instructions for rent payment and Landlord agrees to promptly provide the same.

Redacted pursuant to N.Y. Public Officers Law, Art. 6

50. ADDITIONAL RENT

Tenant shall pay its proportionate share of operating expenses (as described in Paragraph 4B), insurance costs (as described in Paragraph 17C), and real estate taxes (as described in Paragraph 28A). The Tenant's proportionate share is 18.8%. Tenant shall pay one-twelfth (1/12) of the Tenant's proportionate share of the estimated operating expenses, insurance costs, and real estate taxes each month as additional rent in accordance with Exhibit "C" attached hereto. Following

the end of the calendar year, a statement of the actual cost of the operating expenses, insurance costs, and real estate taxes shall be provided to Tenant and, in the event that the estimated costs are less than the actual costs, Tenant shall pay Landlord the difference of Tenant's proportionate share thereof within ten (10) days and, in the event that the estimated costs are greater than the actual costs, Landlord shall pay Tenant the difference within ten (10) days.

51. COMPLIANCE WITH ARTICLE 33 OF THE PUBLIC HEALTH LAW

Notwithstanding anything contained in this Lease to the contrary, THE LANDLORD ACKNOWLEDGES THAT ITS RIGHT OF RE-ENTRY INTO THE PREMISES SET FORTH IN THIS LEASE DOES NOT CONFER ON IT THE AUTHORITY TO MANUFACTURE AND/OR DISPENSE ON THE PREMISES MEDICAL MARIJUANA IN ACCORDANCE WITH ARTICLE 33 OF THE PUBLIC HEALTH LAW AND AGREES TO PROVIDE THE NEW YORK STATE DEPARTMENT OF HEALTH, MAYOR ERASTUS CORNING 2ND TOWER, THE GOVERNOR NELSON A. ROCKEFELLER EMPIRE STATE PLAZA, ALBANY, NEW YORK 12237, WITH NOTIFICATION BY CERTIFIED MAIL OF ITS INTENT TO RE-ENTER THE PREMISES OR TO INITIATE DISPOSSESS PROCEEDINGS, OR THAT THE LEASE IS DUE TO EXPIRE, AT LEAST THIRTY (30) DAYS PRIOR TO THE DATE ON WHICH THE LANDLORD INTENDS TO EXERCISE A RIGHT OF RE-ENTRY OR TO INITIATE SUCH PROCEEDINGS, OR AT LEAST SIXTY (60) DAYS BEFORE EXPIRATION OF THE LEASE.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease as of the day and year first above written.

LANDLORD

Daytona Partners I, LLC
a New York limited liability company
By: Daytona Partners, LLC

By: _____, Member

Witness

TENANT

Butler Evergreen, LLC

By: _____
Scott Marshall, Managing, Member

Witness

EXHIBIT "A"

Premises

EXHIBIT “B”

Redacted pursuant to N.Y. Public Officers Law, Art. 6

EXHIBIT "C"

Redacted pursuant to N.Y. Public Officers Law, Art. 6

EXHIBIT “D”

Redacted pursuant to N.Y. Public Officers Law, Art. 6



Butler Evergreen LLC - Property List

(4) Dispensary – 5795 Bridge Street, DeWitt NY 13209

Documents Included

- Lease Option Contract with 5795 Bridge St. Realty, LLC
Premises Detail
Lease Agreement (Exhibit A)

EXECUTED OPTION CONTRACT

THIS AGREEMENT, made this 28th day of May, 2015, by and between 5795 Bridge St. realty, LLC (“Landlord”), and BUTLER EVERGREEN LLC, with mailing address at PO Box 212, Wolcott, NY 14590 (hereinafter, “Tenant”).

W I T N E S S E T H

WHEREAS the Landlord is the owner of a building located at 5795 Bridge Street, in the Town of DeWitt, County of Onondaga, State of New York (hereinafter “Building”) and,

WHEREAS the Tenant is desirous of entering into an option to lease a portion of said premises consisting of approximately 6,500 square feet as shown on Exhibit A annexed hereto, and

WHEREAS the Tenant’s willingness to enter into a Lease is conditioned upon the Tenant obtaining all necessary governmental approvals to become a licensed medical marijuana dispensary at said location, said approvals including the issuance of a license to Tenant by the New York State Department of Health, and the granting by the Town of DeWitt of all special use permits, and the granting of any and all other municipal permits as may be required by law, and,

WHEREAS, pursuant to the provisions in Section 1004.5(b)(9) of the Code, Rules and Regulations relating to Article 33 of the Public Health Law, the Tenant, in making this application, is required to provide an “Executed Option Contract” granting to Tenant an option to lease the demised premises pursuant to the provisions of a Lease to be entered into by the Parties, the same subject to the terms as set forth herein,

NOW, THEREFORE, with the intent to enter into an Executed Option Contract in compliance with Article 33 of the Public Health Law and the Rules and Regulations promulgated thereunder, the Parties do agree as follows:

1. Option to Lease. The Landlord does hereby grant to Tenant the option to lease the demised premises pursuant to the terms and provisions of the annexed Commercial Lease Agreement marked as Exhibit A and made a part herein.

2. Intended Use. It is hereby recognized that it is the intention of the Tenant to utilize the demised premises as a medical marijuana dispensary and other ancillary uses relating thereto, in accordance with all laws and regulations. The Commercial Lease Agreement annexed as Exhibit A shall set forth any and all retail use restrictions that may be applicable to the building, which shall be acceptable to Tenant.

3. Tenant Exercise of Option. The option granted herein shall extend for a period commencing on the execution hereof, and shall continue until September 30, 2015. However, if the Tenant is using best efforts to obtain permits under Article 33 of the Public Health Law, or special use or other municipal approvals to utilize the demised premises as a medical marijuana dispensary, and has been unable to obtain all said permits in final and non-appealable form by said date, then the option period shall be extended for an additional sixty (60) days.

4. Redacted pursuant to N.Y. Public Officers Law, Art. 6

Redacted pursuant to N.Y. Public Officers Law, Art. 6

5.

Redacted pursuant to N.Y. Public Officers Law, Art. 6

6. Tenant shall have the right following due execution of this Option Agreement, to obtain an engineer's evaluation of the suitability of the premises which is satisfactory to Tenant at Tenant's sole expense within fifteen (15) days of the execution of the Option Agreement. In the event that Tenant determines that the premises are not suitable, the Tenant, upon fifteen (15) days prior written notice, may terminate the within Option Agreement and all obligations of the Landlord and Tenant herein shall be deemed cancelled.

7. Landlord hereby agrees to include in the Lease an exclusive use right granted to the Tenant for use of any portion of the plaza as a medical marijuana dispensary.

8. Landlord expressly represents to Tenant that to Landlord's knowledge the intended use herein is not prohibited under the provisions of any Declaration of Use applicable to the plaza, nor under the terms of any currently existing Lease binding upon the plaza.

9. MANDATORY LANGUAGE REQUIRED TO BE INCLUDED IN THE LEASE. “THE LANDLORD ACKNOWLEDGES THAT ITS RIGHT OF RE-ENTRY INTO THE PREMISES SET FORTH IN THIS LEASE DO NOT CONFER ON IT THE AUTHORITY TO MANUFACTURE AND/OR DISPENSE ON THE PREMISES MEDICAL MARIJUANA IN ACCORDANCE WITH ARTICLE 33 OF THE PUBLIC HEALTH LAW AND AGREES TO PROVIDE THE NEW YORK STATE DEPARTMENT OF HEALTH, MAYOR ERASTUS CORNING 2ND TOWER, THE GOVERNOR NELSON A. ROCKEFELLER EMPIRE STATE PLAZA, ALBANY, NEW YORK 12237, WITH NOTIFICATION BY CERTIFIED MAIL OF ITS INTENT TO RE-ENTER THE PREMISES OR TO INITIATE DISPOSSESS PROCEEDINGS, OR THAT THE LEASE IS DUE TO EXPIRE, AT LEAST THIRTY (30) DAYS PRIOR TO THE DATE ON WHICH THE LANDLORD INTENDS TO EXERCISE A RIGHT OF RE-ENTRY OR TO INITIATE SUCH PROCEEDINGS, OR AT LEAST SIXTY (60) DAYS BEFORE EXPIRATION OF THE LEASE.”

10. Indemnification. Tenant shall indemnify hold harmless and defend Landlord from any and all damages to Landlord resulting from Tenant’s use of the Premises, as well as the reasonable costs and expenses incident to any and all actions, suits, proceedings, claims, demands, assessments or judgments in respect of the matter for which Landlord is indemnified under this paragraph, including reasonable legal and accounting fees, expenses and disbursements associated therewith.

5795 BRIDGE ST. REALTY, LLC, Landlord

By: TLQ

Print Name: THOMAS Quartier

Date: 5/29/15

BUTLER EVERGREEN, LLC, Tenant

By: Scott W Marshall
Scott Marshall, its Managing Member

Date: May 29, 2015

Premises Detail



C&S Architects, Engineers & Landscape Architect, PLLC.
499 Col. Eileen Collins Blvd.
Syracuse, New York 13212
Phone: 315-455-2000
Fax: 315-455-9667
www.cscos.com

PRELIMINARY
NOT FOR
CONSTRUCTION



**BUTLER-EVERGREEN GROUP
SYRACUSE REGION DISPENSARY
5795 BRIDGE STREET DEWITT, NY 13057**

MARK	DATE	DESCRIPTION

REVISIONS

PROJECT NO: D23.005.001
DATE: JUNE 2015
DRAWN BY: L. M. ROYER
DESIGNED BY: M. W. LAMONTAGNE, AIA
CHECKED BY: -

NO ALTERATION PERMITTED HEREON EXCEPT AS PROVIDED UNDER SECTION 7209 SUBDIVISION 2 OF THE NEW YORK EDUCATION LAW

FIRST FLOOR PLAN

A-101

Exhibit A

Additional Agreements

LEASE AGREEMENT

This **AGREEMENT OF LEASE** (hereinafter "Lease") is made the _____ day of May, 2015, by and between **5795 BRIDGE ST. REALTY LLC**, a New York LLC with a mailing address of 5795 Bridge St., DeWitt, New York, (hereinafter "Landlord"), and **BUTLER EVERGREEN LLC**, a New York limited liability company with a mailing address of 6188 West Port Bay Road, Wolcott, New York 14590 (hereinafter "Tenant").

WITNESSETH:

SECTION 1: DEMISED PREMISES

Redacted pursuant to N.Y. Public Officers Law, Art. 6

SECTION 2: USE

The Tenant shall use the Demised Premises for its business purposes of a medical marijuana dispensary and other ancillary uses related thereto in accordance with all laws and regulations.

SECTION 3: TERM

Redacted pursuant to N.Y. Public Officers Law, Art. 6

B. Landlord and Tenant have entered into a certain option contract, dated _____, 2015 (the "Option"), in which Tenant has agreed to build out Tenant's space and to complete said construction within sixty (60) days of exercising its option rights therein. Upon exercising the Option, Tenant herein shall use its best efforts to immediately begin constructing such improvements to the Demised Premises pursuant to the plans and specifications mutually agreed to by the parties and consented to by the applicable municipal boards and authorities. Irrespective of the foregoing, and to permit Tenant's improvements to be accelerated, the Landlord and Tenant agree to work together to permit Tenant to install items that will allow Tenant's improvements to be completed earlier and more efficiently.

C. Except for the initial Lease Year, the Term "Lease Year" shall mean each twelve month period beginning on _____ of said calendar year and on each yearly anniversary thereafter. The initial Lease Year shall begin on the Commencement Date and shall end on _____, 2016.

D. The Rent Commencement Date shall be the earlier of the date Tenant occupies the Demised Premises or sixty (60) days following Tenant's exercise of the Option. The Term of the Lease shall not be extended if possession is not given on the Commencement Date.

SECTION 4: RENT

A. The Tenant covenants and agrees to pay the Landlord, and deliver Rent to the address set forth above, or such other place as the Landlord may from time to time designate by written notice. Annual Rent shall be as follows:

I. Base Rent: Tenant shall pay Landlord _____ Dollars and 00/100 (\$_____) in annual Base Rent. Tenant shall pay annual Base Rent to the Landlord in monthly installments equal to the sum of 1/12th of the annual Base Rent, without notice or demand, on the first day of each and every month during the Term of this Lease. Any Rent due for the period from the Commencement Date, if it is not on the 1st day of the month, to the first day of the next month after the Commencement Date shall be pro-rated and paid upon the commencement of the term thereof.

II. Additional Rent: The Tenant shall pay as Additional Rent (a) Tenant's pro-rata share of the real estate taxes that become due and owing on the Demised Premises during the Term and (b) all costs and expenses for maintaining and repairing the Demised Premises during the Term. The foregoing shall be considered "Additional Rent". All Additional Rent, as defined within this Lease, shall be due and payable to the Landlord within ten (10) days of the Tenant receiving a written invoice for the same from the Landlord.

B. In the event any payment to the Landlord under this Lease is unpaid for more than five (5) days after it is due, the Tenant shall be responsible for, and pay to the Landlord, a "Late Fee" in the amount of _____ of said amount of Rent that remains due and unpaid.

C. In the event that, during the Term of the Lease the Tenant gains permission from the State of New York to utilize the Demised Premises for the sale of recreational marijuana, then the parties shall use their good faith effort to revise the then prevailing Base Rent (including future Base Rent under the Terms of this Lease) to reflect the enhanced fair market value of the Rent as a result of said enhanced change of use. If the parties are unable to reach an agreement regarding said Rent adjustment, then the issue may be submitted to binding arbitration through the American Arbitration Association.

SECTION 5: PROPERTY TAXES

A. The Tenant shall pay the real estate taxes that become due and owing on the Demised Premises (or Tenant's proportional share if the taxes are levied against the entire Building or a portion greater than the Demised Premises) each year during the Term, which shall constitute Additional Rent.

B. The Tenant shall pay the real estate taxes within ten (10) days of receiving a written invoice for the same from the Landlord.

SECTION 6: COMMON AREAS

A. Exterior areas on the Demised Premises, including, but not limited to parking areas, access driveways, signs, curbs, landscaped areas, entrances and exits, exterior walkways, ramps and stairs shall be deemed hereinafter "Common Areas". Tenant shall pay to Landlord Tenant's pro-rata share of all costs and expenses for the repairs and maintenance of said Common Areas, which shall include, but not be limited to, the painting, cleaning, rental of signs and equipment, lighting, sanitary control, removal of ice, snow, trash, rubbish, garbage and other refuse, and shall otherwise constitute Additional Rent.

B. The Landlord may, at any time, construct any new structures upon the Common Areas (so long as the same does not impair the visibility of the Tenant and does not remove any available parking spaces below municipal requirements) and may make any changes in the plan, layout, design, area or size of the Common Areas and the lighting which it, in its sole discretion, may deem appropriate. The Landlord may at any time close a portion of the Common Areas to make repairs or changes therein or to effect construction, repairs or changes to the Demised Premises, to prevent the acquisition of public rights in such areas, or to discourage non-tenant use or parking so long as the same does not materially limit the Tenant's ability to operate its business. The Tenant shall have the non-exclusive right, in common with the Landlord and all others to whom the Landlord has granted or may hereafter grant such right, to use the Common Areas for their intended purpose.

C. The Tenant shall pay all Additional Rent for the repairs and maintenance of the Common Areas within ten (10) days of receiving a written invoice for the same from the Landlord.

Redacted pursuant to N.Y. Public Officers Law, Art. 6

SECTION 8: INSURANCE

A. The Tenant shall maintain, in an approved casualty company qualified to do business in the State of New York, at its own expense, public liability and property damage insurance with coverage of at least One Million Dollars and 00/100 (\$1,000,000.00) in single limit coverage and at least a Two Million Dollars and 00/100 (\$2,000,000.00) general liability umbrella naming the Landlord and any designee of the Landlord, including any master lessor and mortgagee, as additional named insureds. In addition, each such insurance policy shall contain a contractual liability endorsement specifically covering the indemnities set forth in this Lease. Should the Tenant fail to pay the premium on said policies, the Landlord may pay the same and charge the cost thereof to the Tenant as Additional Rent. The Tenant further agrees to maintain at its own expense fire and casualty insurance covering all of Tenant's personal property, plus coverage for all of Tenant's fixtures and contents placed in or upon the Demised Premises. Said policies shall have endorsed thereon a waiver of subrogation by the insurance carrier releasing the Landlord from liability or responsibility for any loss or damage caused by the Tenant.

B. Landlord agrees to insure the Premises against loss or damage by any peril covered by a standard broad form "all risk" insurance policy in an amount equal to the full replacement cost of the Premises and name the Landlord, Landlord's lender, and anyone else that the Landlord herein designates as an additional loss payee and/or mortgagee, and liability coverage in such coverage amounts as the Landlord, or Landlord's lender, shall determine. Said coverage shall provide for protection for claims under Labor Law Sections 200, 240 and 241 and shall provide loss of rents coverage in the event of a casualty for a period of at least one year. Said coverage shall be written with the company or companies authorized to engage in a business of general liability insurance in the State of New York and shall carry a 30-day prior written notice of cancellation.

SECTION 9: ALTERATIONS

The Tenant shall make such changes, alterations, additions, or improvements in, on or to the Demised Premises to permit Tenant to carry out its intended business purpose. Said approved changes, alterations, additions, or improvements shall be done at the Tenant's own cost and expense.

SECTION 10: IMPROVEMENTS AND FIXTURES

Unless a moveable improvement, all construction, alterations, additions and improvements, whether temporary or permanent made or maintained in or on the Demised Premises, either by the Tenant or the Landlord, shall become the sole property of the Landlord, and shall remain upon, and be surrendered with, the Demised Premises as a part thereof, at the end of the Initial Term or any renewal thereto. The Landlord, in its sole discretion, may require the Tenant, at its own expense, to remove all alterations, decorations, installations, additions, or improvements made by the Tenant upon the Demised Premises as the Landlord shall select. In the event said removal results in damage to the Demised Premises, the Tenant shall restore the

Demised Premises to substantially the same condition as it was prior to installation, at the Tenant's sole expense.

SECTION 11: REPAIR, MAINTENANCE AND CONDITION OF PREMISES

A. The Tenant, at its own expense, shall make and pay for all nonstructural repairs to the Demised Premises, regardless of whether the same were caused by the Tenant's fault or negligence unless otherwise provided herein.

B. The Tenant at its own expense shall keep the Demised Premises in a clean and neat condition. In the event the Tenant fails to keep the Demised Premises and other portions heretofore described in proper condition, the Landlord may cause the same to be done for the Tenant, and the Tenant hereby agrees to pay the expenses hereof on demand, as Additional Rent.

SECTION 12: UTILITIES AND SERVICES

A. Landlord shall install and separately meter each utility to the Demised Premises. The Tenant shall pay directly to the utility company involved all utility services metered or provided to the Demised Premises, including, but not limited to, electricity, gas, water and sewer.

B. The Tenant shall always maintain the heat to the Demised Premises to adequately protect any utility lines therein.

SECTION 13: SIGNS

The Tenant may erect a panel to the Landlord's pylon or monument sign and may erect a sign on the front of the Demised Premises advertising the Tenant's business. All signs shall be compatible with the signage for the Demised Premises as determined by the Landlord, in its reasonable discretion, and shall conform to and meet all requirements of the proper governmental authorities having jurisdiction. All permits and licenses for signs shall be obtained by the Tenant. The Tenant agrees to repair any damage to the Demised Premises resulting from the installation, use and removal of any signs.

SECTION 14: MECHANICS LIENS

The Tenant shall indemnify and hold harmless the Landlord from and against all loss, liability, cost, attorneys' fees, damages or interest charges as a result of any mechanic's lien or other lien filed against the Demised Premises as a result of any act or omission or as a result of any repairs, improvements, alterations or additions made by the Tenant or its agents, employees or independent contractors. The Tenant shall, within ten (10) days of the filing of any such lien and notice given to the Tenant, remove, pay or cancel such lien or secure the payment of any such lien or liens by bond or other acceptable security.

SECTION 15: LIABILITY

A. "Claims" shall mean any claim, suit, proceeding, cause of action, responsibility, liability, demand, judgment and/or execution.

B. The Landlord and the Landlord's agents and employees shall not be liable for, and the Tenant waives, any and all Claims for damages to persons and property sustained by the Tenant

or the Tenant's agents, employees, assigns, licensees, concessionaires, invitees, or any person making a Claim through such parties as a result of any accident or occurrence in or upon the Demised Premises, excepting only Claims caused by the negligence of Landlord, its agents, guests and employees.

C. The Tenant shall be liable for any damage to the Demised Premises which may be caused by its acts or negligence or the acts and negligence of its agents, employees, or customers. The Landlord may, at its option, repair such damage, and the Tenant shall thereupon reimburse and compensate the Landlord as Additional Rent within ten (10) days after rendition of a statement by the Landlord for the reasonable cost of such repair and damage. The Tenant hereby indemnifies and agrees to hold harmless the Landlord from and against any and all Claims (excepting Claims caused by the negligence of Landlord, its agent, customers, guests and employees) that either (i) arise from the Tenant's possession, use, occupation, management, repair, maintenance or control of the Demised Premises, or any portion thereof; (ii) arise from or are in connection with any act or omission of the Tenant, or the Tenant's agents, employees or independent contractors; or (iii) result from any default, breach, violation or non-performance of this Lease or any provision therein by the Tenant. The Tenant shall defend any actions, suits and proceedings which may be brought against the Landlord with respect to the foregoing. The Tenant shall pay, satisfy and discharge any judgments, orders and decrees which may be recovered against the Landlord in connection with the foregoing, and shall reimburse the Landlord for all expenses incurred in connection therewith and for any and all sums paid out in settlement for any Claims.

SECTION 16: COMPLIANCE WITH LAWS

A. The Tenant shall comply with all valid requirements of the fire underwriters of any duly constituted public authority any law or ordinance regarding hazardous wastes or other environmental matters, nuisance, noise or similar law applicable to the use and occupancy of the Demised Premises and any repairs or work performed on the Demised Premises by the Tenant, and the Tenant agrees to indemnify the Landlord and hold the Landlord harmless from and against any penalty, damage or charge imposed for any violation by the Tenant and its successors, assigns, sublessees, licensees, agents and employees.

B. The Tenant shall not at any time use or occupy the Demised Premises in violation of the Certificate of Occupancy, if any, issued for any Building or portion on the Demised Premises. A violation of this covenant by the Tenant shall constitute a default under the terms of this Lease.

SECTION 17: SUBORDINATION

A. The Tenant herein agrees to subordinate this Lease to any and all master leases, first mortgages, or consolidated first mortgages, deeds of trust, or renewals, modifications, and extensions thereof, or to any other forms or methods of financing or refinancing of the Demised Premises, or of any part thereof, whether such master leases, mortgages, deeds of trust or other forms or methods of financing or refinancing are now or are hereafter executed, delivered and recorded, and the Tenant does herein covenant that it will, upon demand at any time, execute, acknowledge and deliver any and all instruments that may be necessary or proper to further evidence this subordination so long as Landlord shall provide a duly executed subordination and

non-disturbance agreement (“SNDA”) and estoppel certificate both in form satisfactory to the Tenant.

B. If the Demised Premises is encumbered by a mortgage and such mortgage is foreclosed, or if the Demised Premises is sold pursuant to such foreclosure or by reason of a default under said mortgage, then notwithstanding such foreclosure, such sales, or such default: (i) the Tenant shall not disaffirm this Lease or any of its obligations hereunder, and (ii) at the request of the applicable mortgagee or purchaser at such foreclosure or sale, the Tenant shall attorn to such mortgagee or purchaser under the terms of this Lease for the balance of the unexpired term hereof, including renewal options.

SECTION 18: LANDLORD'S RIGHT OF ENTRY

A. The Landlord and its authorized agents and employees shall have the right upon four (4) hours prior notice to enter the Demised Premises during normal working hours for the purpose of inspecting the general condition and state of repair of the Demised Premises and to show the Demised Premises to any prospective purchaser or tenants.

B. During the final sixty (60) days of the Initial Term or any renewal term thereof in which Tenant has not exercised its right to renew or does not have a right to renew, the Landlord and its authorized agents shall have the right to erect adjacent to the Demised Premises a customary sign advertising the Demised Premises for lease. During said 60 day period, the Landlord and its authorized agents shall have the right to enter the Demised Premises during normal working hours on one (1) hour prior notice to show the Demised Premises to prospective tenants. Nothing herein shall be construed to prevent the Landlord from erecting adjacent to the Demised Premises a customary sign advertising the Demised Premises for sale and otherwise entering the Demised Premises during normal working hours on one (1) hour prior notice for the purpose of showing the Demised Premises to prospective purchasers.

SECTION 19: ASSIGNMENT AND SUBLETTING

A. The Tenant shall not encumber this Lease, mortgage or hypothecate this Leasehold estate of the Tenant created hereby. The Tenant shall not assign this Lease, nor may this Lease be assigned by operation of law (except to a related entity of Tenant) without Landlord’s consent, which shall not be unreasonably withheld, conditioned or delayed.

B. The Tenant may not sublet any portion of the Demised Premises without Landlord's prior written approval, which will not be unreasonably withheld, conditioned or delayed.. In the event such subletting is approved, the Tenant shall continue to pay the Rent and Additional Rent to the Landlord and otherwise remain primarily liable for the performance of this Lease. Any sub-lease signed shall be approved by the Landlord.

C. In the event the Landlord assigns its interest in this Lease, the Tenant agrees to look only to the Landlord's assignee for the performance of the Landlord's obligations under this Lease so long as the Landlord provides a SNDA and an estoppel certificate both in form satisfactory to Tenant.

SECTION 20: DEFAULT BY TENANT

A. If any one or more of the following events occur ("Events of Default") the Tenant shall be deemed to be in "Default" hereunder:

I. In the event the Tenant shall fail to make payment of Rent pursuant to Section 4 of this Lease, and such failure is not cured within ten (10) days after receipt of written notice thereof from the Landlord;

II. In the event the Tenant shall be in default in the performance of any other covenants, terms, conditions, provisions, rules and regulations of this Lease excepting those items listed in the above Section 20(A)(I), and if such default is not cured within thirty (30) days after written notice thereof given by the Landlord, and if said default is not curable within thirty (30) days, Tenant has not taken commercially reasonable steps to cure said default within said thirty (30) day period; and

III. If the Tenant shall become insolvent or shall file, or there shall be filed against the Tenant, a petition for dissolution, petition for bankruptcy or if the Tenant shall make application for relief under any State or local insolvency law, or shall make a general assignment for the benefit of creditors, or if a receiver or trustee shall be appointed for the Tenant's property, or if the interest of the Tenant in the Demised Premises shall be offered for sale or sold under execution or other process of law; then, and in any such event, the Landlord at any time thereafter may give written notice to the Tenant specifying such Event of Default or Events of Default and stating that this Lease and the Term shall expire and terminate on the date specified in such notice, which shall be at least ten (10) days after the date of such notice; and upon the date specified in such notice this Lease and all rights of Tenant hereunder, including any renewal privileges, shall expire and terminate, and Tenant shall remain liable as hereinafter provided.

SECTION 21: REMEDIES UPON DEFAULT

A. If the Tenant shall be in Default hereunder, the entire Rent for the balance of the Term, including the guaranteed Base Rent herein and all Additional Rent (to be set at the highest average monthly aggregate Additional Rent paid by the Tenant during any prior Lease Year), shall be immediately due and payable at once.

B. In the event of the insolvency of the Tenant, or in the event a petition is filed by or against the Tenant under any Chapter of the Bankruptcy laws of the United States, then in such event the Tenant shall have ninety (90) days from the date of filing such petition to either affirm or reject this Lease, and the Tenant's failure to do so within the ninety (90) day period shall constitute a material breach of this Lease on the Tenant's part.

C. If the Tenant's interest in this Lease is offered for sale under the direction of the Bankruptcy Court or any other court having jurisdiction over the Tenant's bankruptcy or insolvency proceedings, the Landlord shall have a right of first refusal to purchase the Tenant's interest in the Lease for the same consideration offered by the successful bidder at such sale.

D. The Landlord, in addition to all other remedies given to the Landlord in law or equity, and subject to the provision of Section 33 herein which shall control the provisions of this Section, may, upon the happening of any of the Events of Default, and without terminating this

Lease, re-enter the Demised Premises by summary proceedings or otherwise and dispossess the Tenant. In the event of such re-entry, the Landlord shall have the right to remove all persons therefrom, to recover the possession thereof by legal proceedings or otherwise, and to use such force to enter and regain possession thereof as the Landlord shall deem proper without being liable to any civil action or criminal prosecution therefor. No such re-entry by the Landlord shall be deemed a termination of this Lease or an acceptance of a surrender of this Lease. In the event of such re-entry, the Landlord shall have the right to relet or subdivide the Demised Premises for any rents which it may deem reasonable, to any other tenant which the Landlord may select, and for any use and purpose which the Landlord may designate.

E. At any time after such expiration or termination of this Lease, the Landlord shall use commercially reasonable efforts to relet the Demised Premises or any part thereof, in the name of the Landlord, or otherwise, for such term or terms and on such conditions as the Landlord, in its reasonable discretion, may determine and may collect and receive the rent therefor.

F. In the Event of a Default by the Tenant of any of the terms, provisions, covenants, conditions, rules and regulations of this Lease, the Landlord shall have the right to an injunction and the right to invoke any other remedy permitted to the Landlord in law or in equity. Subject to Section 33 herein no termination of this Lease or any taking or recovering of possession of the Demised Premises shall deprive the Landlord of any of its remedies or actions against the Tenant for past or future Rent or the bringing of any action for Rent or other default be construed as a waiver of the right to obtain possession of the Demised Premises.

G. The Tenant hereby expressly waives any and all right of redemption or re-entry or repossession or to restore the operation of this Lease in case the Tenant shall be dispossessed by a judgment or by warrant of any court or judge or in the case of re-entry or repossession by the Landlord or in the case of any expiration or termination of this Lease.

H. In case suit shall be brought for recovery of possession of the Demised Premises, for the recovery of Rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant herein contained on the part of Tenant to be kept or performed, and a breach shall be established, Tenant shall pay to Landlord all expenses incurred therefore, including reasonable attorney's fees, expenses and court costs.

SECTION 22: DAMAGE AND DESTRUCTION

A. If the Demised Premises shall be damaged by fire or other causes, without the fault or neglect of the Tenant, its servants, employees, independent contractors, agents, visitors, or licensees, the Landlord shall determine in its sole and absolute discretion whether the Demised Premises will be repaired. In the event the Landlord decides to repair the Demised Premises, the Lease shall not terminate, but shall remain in full force and effect, but the Rent shall be apportioned according to the portion of the Demised Premises usable by Tenant. Due allowance shall be made for delays from labor troubles, material shortages, or any other causes, whether similar or dissimilar to the foregoing, beyond the Landlord's control.

B. Tenant hereby waives all rights to terminate this Lease it may have by reason of damage to the Demised Premises as a result of fire and other casualty pursuant to any presently existing or hereafter enacted statute or other law unless the Landlord has failed to restore the Premises

within one hundred twenty (120) days of the date of such casualty, in such event the Tenant shall have the right to terminate this Lease.

C. The Landlord and Tenant herein each expressly waives any and all rights of recovery by way of subrogation against each other in connection with any casualty damage covered by any insurance policies noted hereinbefore so long as said policy is in effect and in good standing at the time of loss. Each party herein further agrees to cause its required insurance policy to maintain a waiver of subrogation rider consistent with the provisions herein. The terms of this Section shall include the Landlord and Tenant as well as its officers, employees, agents and representatives of such other party for loss or damage to such waiving party or its property or the property of others under its control arising from any cause insured against by any insurance policy in force (whether or not described herein) carried by such waiving party in lieu thereof, and each party shall cause each insurance policy carried by it to require its respective insurance company to waive all right of recovery by way of subrogation against each party in connection with any damage covered by any policy.

SECTION 23: EMINENT DOMAIN

If the whole or any material part of the Demised Premises shall be taken or condemned by a competent authority for any public or quasi public use or purpose, then, in that event, the term of this Lease, at the sole option of the Tenant, shall cease and terminate. Any award for the Demised Premises and for damages to the residue, shall belong to the Landlord, and Tenant shall not be entitled to any part thereof. Any award for Tenant's trade fixtures installed by the Tenant on the Demised Premises shall belong to the Tenant. The current Base Rent, Additional Rent, and other charges shall in such case be apportioned as of the date the condemning authority takes possession of the Demised Premises.

SECTION 24: SURRENDER OF PREMISES

A. The Tenant shall and will, on the last day of the Term, as it may be extended, or upon any earlier termination of this Lease, or upon re-entry by the Landlord upon the Demised Premises pursuant to Section 21 hereof, surrender and deliver up the Demised Premises into the possession and use of the Landlord without fraud or delay and in good order, condition and repair, reasonable wear and tear excepted, free and clear of all lettings and occupancies other than subleases then terminable at the option of the Landlord thereof or subleases to which the Landlord shall have specifically consented, and free and clear of all liens and encumbrances other than those, if any, created by the Landlord.

B. If the Demised Premises are not surrendered at the end of the Initial Term or any renewal term thereof, the Tenant shall indemnify the Landlord against loss and liability resulting from delay by the Tenant in surrendering the Demised Premises, including, without limitation, any claims made by any succeeding tenant founded on the delay.

SECTION 25: TENANT OPERATIONS

A. The Tenant shall pay before delinquency any and all assessments and public charges levied, assessed or imposed upon the Tenant's business or upon the Tenant's fixtures, furnishings or equipment in the Demised Premises.

B. The Tenant shall pay when due and as due all license fees, permit fees and charges of a similar nature for the conduct by the Tenant or any subtenant of any business or undertaking authorized hereunder to be conducted in the Demised Premises.

C. Tenant shall not use the plumbing facilities for any purpose other than that for which they were constructed, or dispose of any substances therein which may clog, erode, or damage the plumbing, pipes, lines, or conduits of any structure or building on the Demised Premises.

SECTION 26: INTERPRETATION

A. Every term, condition, agreement or provision contained in this Lease which imposes an obligation shall be deemed to be also a covenant by the Tenant.

B. Any references herein to subtenants or licensees shall not be deemed to imply that any subtenants or licensees are permitted hereunder. Any references herein to any extensions or renewals of the Term or any period during which the Tenant may be in possession after the expiration of the Term shall not be deemed to imply that any extension or renewal of the Term is contemplated hereby or that the Tenant shall be permitted to remain in possession after the expiration of, as the case may be, the Initial Term or any Renewal Term.

C. If any term or provision of this Lease or the application hereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

D. The captions of this Lease are for convenience and reference only and in no way define, limit or describe the scope or intent of this Lease, nor in any way affect this Lease.

E. This Lease may be executed in several counterparts; but the counterparts shall constitute but one and the same instrument.

F. Wherever a requirement is imposed on any party hereto, it shall be deemed that such party shall be required to perform such requirement at its own expense unless it is specifically otherwise provided herein.

G. The singular includes the plural and the plural includes the singular.

H. Wherever it is provided herein that a party “may” perform an act or do anything, it shall be construed that that party may, but shall not be obligated to, so perform or so do.

I. This Lease shall be construed and enforced in accordance with the laws of the State of New York without respect to conflict of laws principles. The sole venue and jurisdiction for disputes arising from this Lease shall be the Onondaga County Supreme Court, State of New York.

J. Upon the execution and delivery hereof, this instrument shall constitute the entire agreement between the Landlord and the Tenant for the Demised Premises and supersedes all prior agreements, understandings, and negotiations, oral and written, between the parties with respect to the Demised Premises. This Lease cannot be changed orally, but only by an agreement

in writing and signed by both parties.

K. All amounts payable under this Lease shall be payable in coin or currency of the United States of America which at the time of payment is legal tender for public and private debts.

L. Any restriction on or requirement imposed upon the Tenant hereunder shall be deemed to extend to the Tenant's subtenants, concessionaires, and licensees and it shall be the Tenant's obligations to cause the foregoing to comply with such restriction or requirement.

M. This Lease shall be of no force unless and until it is executed by both the Landlord and the Tenant.

N. It is acknowledged and agreed that both parties and their respective attorneys negotiated the terms of this Lease and assisted in the drafting of the same. Accordingly, neither party shall be deemed to be the drafter of this Lease, nor shall this Lease be construed against one party over the other.

SECTION 27: NOTICES AND ATTORNEY'S FEES

A. All notices, demands and requests under this Lease shall be in writing. Any notice or other communication required or permitted under this Lease shall be in writing and shall be deemed to have been duly given (i) upon delivery, (ii) on the fifth day following delivery to the U.S. Postal Service as certified or registered mail, return-receipt requested and postage prepaid, or (iii) on the first day following delivery by a nationally recognized United States overnight courier service, fee prepaid, return-receipt or other confirmation of delivery requested. Any such notice or communication shall be delivered or directed to a party at its address set forth above or at such other address as may be designated by a party in a notice given to all other parties hereto in accordance with the provisions of this Section with a copy to their respective legal counsel.

B. Each party covenants and agrees to pay on demand the other's expenses, including reasonable attorneys' fees and expenses, incurred in enforcing any obligation of the other party under this Lease or in curing any Default by either party under this Lease. This clause applies in any lawsuit, action, or proceeding brought by Landlord to enforce Tenant's obligations under this Lease, whether or not the Lease is terminated and whether or not Landlord files a formal lawsuit, action, or proceeding in court.

SECTION 28: MISCELLANEOUS PROVISIONS

A. Recordation. The Landlord and the Tenant agree, if required by a party holding a mortgage on the Demised Premises, to execute a Memorandum of Lease in compliance with Section 291-C of the Real Property Law of the State of New York for the purpose of recording this Lease, which Memorandum of Lease may be recorded by either party.

B. Broker's Commission. The parties warrant and set forth that no real estate broker, realtor or real estate agent brought about this Lease other than Tenant's broker, and Tenant shall be solely responsible for all costs related thereto.

C. Certificates. The Tenant agrees that at any time and from time to time, upon not less than ten (10) days' prior written notice by Landlord, to execute, acknowledge and deliver to Landlord,

a statement in writing certifying 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 stated in the modifications), the Commencement Date and the dates to which the Base Rent, Additional Rent and other charges have been paid in advance, if any, and stating whether or not, to the best knowledge of the signer of such certificate, the Landlord is in default in the performance of any covenant, agreement, or condition contained in this Lease, and, if so, specifying each such default of which the signer may have knowledge, it being intended that any such statement delivered pursuant to this paragraph may be relied upon by any prospective purchaser of the Demised Premises.

D. Force Majeure. In the event that either the Landlord or the Tenant shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of Act of God, strikes, lock-outs, labor troubles, inability to procure materials (including energy), power, casualty, inclement weather, restrictive governmental laws, orders or regulations, riots, insurrection, war, terrorism, bioterrorism or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Paragraph shall not operate to excuse the Tenant from prompt payment of Rent, Additional Rent or any other payments required by the terms of this Lease.

E. THE LANDLORD, AND THE TENANT, SO FAR AS PERMITTED BY LAW, HEREBY WAIVE AND WILL WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE DEMISES PREMISES, OR ANY CLAIM OF INJURY OR DAMAGES.

SECTION 29: NONWAIVER

No failure by the Landlord to insist upon the strict performance of any covenant, agreement, term or condition of this Lease, or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial Rent or Additional Rent during the continuance of such breach shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No covenant, agreement, term or condition of this Lease to be performed or complied with by the Tenant, and no breach thereof shall be waived, altered or modified except by a written instrument executed by the Landlord. No written waiver of any breach shall affect or alter this Lease, but each and every covenant, agreement, term and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

SECTION 30: SECURITY DEPOSIT

The Tenant will deposit with the Landlord the sum of [REDACTED] (the "Security Deposit") as security for the full and faithful performance by the Tenant of all the terms, covenants, and conditions of this Lease upon the Tenant's part to be performed, which sum shall be returned to the Tenant after the time fixed as the expiration of the Term herein or agreed upon renewal thereof, provided the Tenant has

fully and faithfully carried out all of the said terms, covenants, and conditions on the Tenant's part to be performed and is not in default. In the event of a bonafide sale of the Demised Premises, the Landlord shall have the right to transfer the Security Deposit to the vendee for the benefit of the Tenant, and the Landlord shall be considered released by the Tenant from all liability for the return of the Security Deposit; and the Tenant agrees to look exclusively to the new landlord for the return of the said Security Deposit, and it is agreed that this shall apply to every transfer or assignment made of the Security Deposit to a new landlord.

SECTION 31: INDEMNIFICATION

The Tenant agrees to indemnify and hold harmless the Landlord from and against any and all claims by or on behalf of any person, firm or corporation, arising from the conduct of or from any work or thing whatsoever done by or on behalf of the Tenant, its agents or employees in or about the Demised Premises.

SECTION 32: ENVIRONMENTAL REPRESENTATIONS, WARRANTIES AND COVENANTS

A. The Tenant makes the following representations and warranties:

I. In the conduct of its business and in its use of the Demised Premises, the Tenant shall comply with all applicable Federal, State and local laws, including, without limitation, those relating to toxic and hazardous substances and other environmental matters.

II. No portion of the Demised Premises shall be used for the disposal, storage, treatment, processing or other handling or any hazardous or toxic substances except for the storage of propane fuel.

III. If any environmental contamination is found on the Demised Premises as a result of the Tenant's actions or for which it is responsible, and for which any removal or remedial action is required pursuant to law, ordinance order, rule, regulation or governmental action, the Tenant agrees that it will, at its sole cost and expense, remove or take such remedial action promptly and to the Landlord's satisfaction.

IV. With respect to any environmental contamination caused by the Tenant or for which the Tenant is responsible, the Tenant agrees to defend, indemnify and hold harmless the Landlord from any claims, actions, demands, penalties, fines, liabilities, settlements, damages, costs or expenses (including, but not limited to, litigation expenses), of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to:

- a. The disposal, release or threatened release of any hazardous or toxic substances on the Demised Premises;
- b. Any personal injury (including wrongful death or property damage, real or personal) arising out of or related to such hazardous or toxic substances;
- c. Any lawsuit brought or threatened, settlement reached, or governmental order given relating to such hazardous or toxic substances; and/or
- d. Any violation of any law, order, regulation, requirement or demand of any

governmental authority, or any policies or requirements of Tenant which are based upon or in any way related to such hazardous or toxic substances.

B The Landlord makes the following representations and warranties:

I. In the conduct of its business and in its use of the Demised Premises, the Landlord shall comply with all applicable Federal, State and local laws, including, without limitation, those relating to toxic and hazardous substances and other environmental matters.

II. No portion of the Demised Premises has been or shall be used for the disposal, storage, treatment, processing or other handling or any hazardous or toxic substances.

III. If any environmental contamination is found on the Demised Premises as a result of the Landlord's actions or for which it is responsible, and for which any removal or remedial action is required pursuant to law, ordinance order, rule, regulation or governmental action, the Landlord agrees that it will, at its sole cost and expense, remove or take such remedial action promptly and to the Tenant's satisfaction.

IV. With respect to any environmental contamination caused by the Landlord or for which the Landlord is responsible, the Landlord agrees to defend, indemnify and hold harmless the Tenant from any claims, actions, demands, penalties, fines, liabilities, settlements, damages, costs or expenses (including, but not limited to, litigation expenses), of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to:

- a. The disposal, release or threatened release of any hazardous or toxic substances on the Demised Premises;
- b. Any personal injury (including wrongful death or property damage, real or personal) arising out of or related to such hazardous or toxic substances;
- c. Any lawsuit brought or threatened, settlement reached, or governmental order given relating to such hazardous or toxic substances; and/or
- d. Any violation of any law, order, regulation, requirement or demand of any governmental authority, or any policies or requirements of Tenant which are based upon or in any way related to such hazardous or toxic substances.

SECTION 33: RE-ENTRY BY LANDLORD

The Landlord acknowledges that its right of re-entry into the Premises set forth in this Lease does not confer on it the authority to manufacture and/or dispense on the Premises medical marijuana in accordance with Article 33 of the Public Health Law and agrees to provide the New York State Department of Health, Mayor Erastus Corning 2nd Tower, the Governor Nelson A. Rockefeller Empire State Plaza, Albany, New York 12237, with notification by certified mail of its intent to re-enter the Premises or to initiate dispossession proceedings, or that the Lease is due to expire, at least thirty (30) days prior to the date on which the Landlord intends to exercise a

right of re-entry or to initiate such proceedings, or at least sixty (60) days before expiration of the Lease.

SECTION 34: BROKERS AND COMMISSION

Except for Pyramid Brokerage Company, Thomas Capozzi, Associate Broker who has acted as Lessor’s broker under separate agreement, Lessor and Lessee each represent and warrant to the other that neither has employed, retained or consulted any broker, agent, or finder in carrying on the negotiations in connection with this Agreement or the Lease referred to herein. Lessor and Lessee shall each indemnify and hold the other harmless from and against any and all claims, demands, causes of action, debts, liabilities, judgments and damages (including costs and reasonable attorneys’ fees incurred in connection with the enforcement of this indemnity) which may be asserted or recovered against the indemnified party on account of any brokerage fee, commission or other compensation claimed by any other broker arising by reason of the indemnitor’s breach of this representation and warranty. This condition shall survive the Lease Commencement or any termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement on the date set forth above.

LANDLORD:

By: _____
Name:
Title:

TENANT:

BUTLER EVERGREEN LLC

By: _____
Name:
Title:

STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss:

On the ____ day of _____ in the year 20____, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on

the instrument, the individuals, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF WAYNE) ss:

On the _____ day of _____, in the year 20____, before me, the undersigned, personally appeared Scott Marshall, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his their signature on the instrument, the individuals, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

SCHEDULE A



Butler Evergreen LLC - Property List

(5) Dispensary - 3714 Vestal Parkway, Vestal NY 13850

Documents Included

- Lease Option Contract with Kradjian Properties
Premises Detail
Lease Agreement (Exhibit A)

EXECUTED OPTION CONTRACT

THIS AGREEMENT, made this 1st day of June, 2015, by and between KRADJIAN PROPERTIES ("Landlord"), and BUTLER EVERGREEN LLC, with mailing address at 5800 Lake Bluff Road, North Rose, New York 14516 (hereinafter, "Tenant").

WITNESSETH

WHEREAS, the Landlord is the owner of the former SEFCU building located at 3714 Vestal Parkway, Vestal NY 13850 (hereinafter "Building") and,

WHEREAS the Tenant is desirous of entering into an option to lease said premises consisting of approximately 4,200 square feet as shown on Exhibit A annexed hereto, and

WHEREAS the Tenant's willingness to enter into a Lease is conditioned upon the Tenant obtaining all necessary governmental approvals to become a licensed medical marijuana dispensary at said location, said approvals including the issuance of a license to Tenant by the New York State Department of Health, and the granting by the Town of Vestal of all special use permits, and the granting of any and all other municipal permits as may be required by law, and,

WHEREAS, pursuant to the provisions in Section 1004.5(b)(9) of the Code, Rules and Regulations relating to Article 33 of the Public Health Law, the Tenant, in making this application, is required to provide an "Executed Option Contract" granting to Tenant an option to lease the demised premises pursuant to the provisions of a Lease to be entered into by the Parties, the same subject to the terms as set forth herein,

NOW, THEREFORE, with the intent to enter into an Executed Option Contract in compliance with Article 33 of the Public Health Law and the Rules and Regulations promulgated thereunder, the Parties do agree as follows:

1. Option to Lease. The Landlord does hereby grant to Tenant the option to lease the demised premises. pursuant to the terms and provisions of the annexed Commercial Lease Agreement marked as Exhibit A and made a part herein.

2. Intended Use. It is hereby recognized that it is the intention of the Tenant to utilize the demised premises as a medical marijuana dispensary and for any related office and retail use as it may desire. The Commercial Lease Agreement annexed as Exhibit A shall set forth any and all retail use restrictions that may be applicable to the plaza, which shall be acceptable to Tenant.

3. Tenant Exercise of Option. The option granted herein shall extend for a period commencing on the execution hereof, and shall continue until July 31st, 2015. However, if New York State has not announced the awards to registered organizations to produce and provide medicinal marijuana under New York's Medical Marijuana Program by July 15th, then the option is extended to the date of official announcement plus 15 days.

Redacted pursuant to N.Y. Public Officers Law, Art. 6

Redacted pursuant to N.Y. Public Officers Law, Art. 6

Redacted pursuant to N.Y. Public Officers Law, Art. 6

6. Tenant shall have the right following due execution of this Option Agreement, to obtain an engineer's evaluation of the suitability of the premises which is satisfactory to Tenant at Tenant's sole expense within fifteen (15) days of the execution of the within Option Agreement. In the event that Tenant determines that the premises are not suitable, the Tenant, upon fifteen (15) days prior written notice, may terminate the within Option Agreement and all obligations of the Landlord and Tenant herein shall be deemed cancelled. In such an event, Landlord shall be entitled to one (1) month's rent.

7. Landlord hereby agrees to include in the Lease an exclusive use right granted to the Tenant for use of any portion of the building as a medical marijuana dispensary.

8. Landlord expressly represents to Tenant that the intended use herein is not prohibited under the provisions of any Declaration of Use applicable to the building, nor under the terms of any currently existing Lease binding upon the plaza.

9. MANDATORY LANGUAGE REQUIRED TO BE INCLUDED IN THE LEASE. "THE LANDLORD ACKNOWLEDGES THAT ITS RIGHT OF RE-ENTRY INTO THE PREMISES SET FORTH IN THIS LEASE DO NOT CONFER ON IT THE AUTHORITY TO MANUFACTURE AND/OR DISPENSE ON THE PREMISES MEDICAL MARIJUANA IN ACCORDANCE WITH ARTICLE 33 OF THE PUBLIC HEALTH LAW AND AGREES TO PROVIDE THE NEW YORK STATE DEPARTMENT OF HEALTH, MAYOR ERASTUS CORNING 2ND TOWER, THE GOVERNOR NELSON A. ROCKEFELLER EMPIRE STATE PLAZA, ALBANY, NEW YORK 12237, WITH NOTIFICATION BY CERTIFIED MAIL OF ITS INTENT TO RE-ENTER THE PREMISES OR TO INITIATE DISPOSSESS PROCEEDINGS, OR THAT THE LEASE IS DUE TO EXPIRE, AT LEAST THIRTY (30) DAYS PRIOR TO THE DATE ON WHICH THE LANDLORD INTENDS TO EXERCISE A RIGHT OF RE-ENTRY OR TO INITIATE SUCH PROCEEDINGS, OR AT LEAST SIXTY (60) DAYS BEFORE EXPIRATION OF THE LEASE."

10. This Option to Lease is only valid and or binding if executed by both parties subject to a negotiated Lease Agreement. to be attached. Without a negotiated Lease Agreement the Option to Lease is not valid or binding.

KRADJIAN PROPERTIES, Landlord

By: 

Print Name: Brian Kradjian

Date: 6-4-15

BUTLER EVERGREEN, LLC, Tenant

By: Scott W. Marshall
Scott Marshall, its Managing Member

Date: June 4, 2015

Premises Detail



 EXISTING FLOOR PLAN



SCHEDULE A

Redacted pursuant to N.Y. Public Officers Law, Art. 6

NOT FOR CONSTRUCTION

SHEET NO. A100	PROJECT NO. 100-100	TIME WARNER OFFICES VESTAL PARKWAY NEW YORK		100-100 VESTAL PARKWAY NEW YORK, NY 10011	© Copyright 2002 Keystone Associates Architects, Engineers and Surveyors, LLC		200211-0001-0002 Fourth Floor Vestal, New York 13850 Phone: 607.732.1000 Fax: 607.732.1010 Email: info@keystoneassociates.com www.keystoneassociates.com
		EXISTING FLOOR PLAN					

Exhibit A

Additional Agreements

LEASE AGREEMENT

This **AGREEMENT OF LEASE** (hereinafter "Lease") is made the ____ day of _____, 2015, by and between **KRADJIAN PROPERTIES**, with a mailing address of _____, (hereinafter "Landlord"), and **BUTLER EVERGREEN LLC**, a New York limited liability company with a mailing address of 6188 West Port Bay Road, Wolcott, New York 14590 (hereinafter "Tenant").

WITNESSETH:

SECTION 1: DEMISED PREMISES

The Landlord hereby leases to the Tenant and the Tenant hereby takes from the Landlord, for the Term (hereinafter defined) and upon the terms, covenants, and conditions set forth in this Lease 4,200 square feet within a building ("Building") located on certain real property commonly known as 3714 Vestal Parkway, in the Town of Vestal, County of Broome and State of New York, being a part of Tax Account Number _____, and more particularly described and set forth in Schedule A attached hereto and made a part hereof (hereinafter the "Demised Premises").

SECTION 2: USE

The Tenant shall use the Demised Premises for its business purposes of a medical marijuana dispensary and other ancillary uses related thereto in accordance with all laws and regulations.

SECTION 3: TERM

Redacted pursuant to N.Y. Public Officers Law, Art. 6

B. Landlord and Tenant have entered into a certain option contract, dated _____, 2015 (the "Option"), in which Tenant has agreed to build out Tenant's space and to complete said construction within sixty (60) days of exercising its option rights therein. Upon exercising the Option, Tenant herein shall use its best efforts to immediately begin constructing such improvements to the Demised Premises pursuant to the plans and specifications mutually agreed to by the parties and consented to by the applicable municipal boards and authorities. Irrespective of the foregoing, and to permit Tenant's improvements to be accelerated, the Landlord and Tenant agree to work together to permit Tenant to install items that will allow Tenant's improvements to be completed earlier and more efficiently.

C. Except for the initial Lease Year, the Term "Lease Year" shall mean each twelve month period beginning on _____ of said calendar year and on each yearly anniversary thereafter. The initial Lease Year shall begin on the Commencement Date and shall end on _____, 2016.

D. The Rent Commencement Date shall be the earlier of the date Tenant occupies the Demised Premises or thirty (30) days following Tenant's exercise of the Option. The Term of the Lease shall not be extended if possession is not given on the Commencement Date.

SECTION 4: RENT

A. The Tenant covenants and agrees to pay the Landlord, and deliver Rent to the address set forth above, or such other place as the Landlord may from time to time designate by written notice. Annual Rent shall be as follows:

I. Base Rent: Tenant shall pay Landlord [REDACTED] in annual Base Rent. Tenant shall pay annual Base Rent to the Landlord in monthly installments equal to the sum of 1/12th of the annual Base Rent, without notice or demand, on the first day of each and every month during the Term of this Lease. Any Rent due for the period from the Commencement Date, if it is not on the 1st day of the month, to the first day of the next month after the Commencement Date shall be pro-rated and paid upon the commencement of the term thereof.

II. Additional Rent: The Tenant shall pay as Additional Rent (a) Tenant's pro-rata share of the real estate taxes that become due and owing on the Demised Premises during the Term and (b) all costs and expenses for maintaining and repairing the Demised Premises during the Term and (c) Tenant's pro-rata share of Landlord's Insurance. The foregoing shall be considered "Additional Rent". All Additional Rent, as defined within this Lease, shall be due and payable to the Landlord within ten (10) days of the Tenant receiving a written invoice for the same from the Landlord.

B. In the event any payment to the Landlord under this Lease is unpaid for more than five (5) days after it is due, the Tenant shall be responsible for, and pay to the Landlord, a "Late Fee" in the amount of [REDACTED] of said amount of Rent that remains due and unpaid.

SECTION 5: PROPERTY TAXES

A. The Tenant shall pay the real estate taxes that become due and owing on the Demised Premises (or Tenant's proportional share if the taxes are levied against the entire Building or a portion greater than the Demised Premises) each year during the Term, which shall constitute Additional Rent.

B. The Tenant shall pay the real estate taxes within ten (10) days of receiving a written invoice for the same from the Landlord.

SECTION 6: COMMON AREAS

A. Exterior areas on the Demised Premises, including, but not limited to parking areas, access driveways, signs, curbs, landscaped areas, entrances and exits, exterior walkways, ramps and stairs shall be deemed hereinafter "Common Areas". Tenant shall pay to Landlord Tenant's pro-rata share of all costs and expenses for the repairs and maintenance of said Common Areas, which shall include, but not be limited to, the painting, cleaning, rental of signs and equipment, lighting, sanitary control, removal of ice, snow, trash, rubbish, garbage and other refuse, and shall otherwise constitute Additional Rent.

B. The Landlord may, at any time, construct any new structures upon the Common Areas (so long as the same does not impair the visibility of the Tenant and does not remove any available parking spaces below municipal requirements) and may make any changes in the plan, layout, design, area or size of the Common Areas and the lighting which it, in its sole discretion, may deem appropriate. The Landlord may at any time close a portion of the Common Areas to make repairs or changes therein or to effect construction, repairs or changes to the Demised Premises, to prevent the acquisition of public rights in such areas, or to discourage non-tenant use or parking so long as the same does not materially limit the Tenant's ability to operate its business. The Tenant shall have the non-exclusive right, in common with the Landlord and all others to whom the Landlord has granted or may hereafter grant such right, to use the Common Areas for their intended purpose.

C. The Tenant shall pay all Additional Rent for the repairs and maintenance of the Common Areas within ten (10) days of receiving a written invoice for the same from the Landlord.

SECTION 7: OPTION TO RENEW

A.

Redacted pursuant to N.Y. Public Officers Law, Art. 6

Tenant shall exercise its option to renew for each Renewal Term by giving written notice thereof to Landlord not later than a date which is one hundred eighty (180) days prior to the expiration of the Initial Term or the first Renewal Term, as the case may be. Time being of the essence thereof; if Tenant does not timely exercise its option to renew, said option shall automatically terminate and become null and void.

B. If the Tenant continues to occupy and/or remain in possession of any portion of the Demised Premises after the expiration of any such Term without exercising its option to renew, if applicable, or entering into a new Lease, then the Tenant shall be deemed to be a hold over tenant on a month to month term only, which shall be upon the same terms and conditions as specified in this Lease, except that hold over rent shall be 125% of the applicable Base Rent then in effect, until such time as a renewal or new lease is executed or the Tenant has vacated the Demised Premises. The Landlord may, in its sole discretion, and without recourse from the Tenant choose not to renew the terms of this Lease.

SECTION 8: INSURANCE

A. The Tenant shall maintain, in an approved casualty company qualified to do business in the State of New York, at its own expense, public liability and property damage insurance with coverage of at least Two Million Dollars (\$2,000,000.00) in single limit coverage and at least a

Three Million Dollar (\$3,000,000.00) general liability umbrella naming the Landlord and any designee of the Landlord, including any master lessor and mortgagee, as additional named insureds. In addition, each such insurance policy shall contain a contractual liability endorsement specifically covering the indemnities set forth in this Lease. Should the Tenant fail to pay the premium on said policies, the Landlord may pay the same and charge the cost thereof to the Tenant as Additional Rent. The Tenant further agrees to maintain at its own expense fire and casualty insurance covering all of Tenant's personal property, plus coverage for all of Tenant's fixtures and contents placed in or upon the Demised Premises. Said policies shall have endorsed thereon a waiver of subrogation by the insurance carrier releasing the Landlord from liability or responsibility for any loss or damage caused by the Tenant. Tenant shall name Landlord as an additional insured on all of its insurance.

B. Landlord agrees to insure the Premises against loss or damage by any peril covered by a standard broad form "all risk" insurance policy in an amount equal to the full replacement cost of the Premises and name the Landlord, Landlord's lender, and anyone else that the Landlord herein designates as an additional loss payee and/or mortgagee, and liability coverage in such coverage amounts as the Landlord, or Landlord's lender, shall determine. Said coverage shall provide for protection for claims under Labor Law Sections 200, 240 and 241. Said coverage shall be written with the company or companies authorized to engage in a business of general liability insurance in the State of New York and shall carry a 30-day prior written notice of cancellation. Tenant shall pay its Pro Rata share of the Landlord's Insurance

SECTION 9: ALTERATIONS

The Tenant shall make such changes, alterations, additions, or improvements in, on or to the Demised Premises to permit Tenant to carry out its intended business purpose. Said approved changes, alterations, additions, or improvements shall be done at the Tenant's own cost and expense and be subject to Landlord's approval, which approval will not be unreasonably withheld, conditioned or delayed.

SECTION 10: IMPROVEMENTS AND FIXTURES

Unless a moveable improvement, all construction, alterations, additions and improvements, whether temporary or permanent made or maintained in or on the Demised Premises, either by the Tenant or the Landlord, shall become the sole property of the Landlord, and shall remain upon, and be surrendered with, the Demised Premises as a part thereof, at the end of the Initial Term or any renewal thereto. The Landlord, in its sole discretion, may require the Tenant, at its own expense, to remove all alterations, decorations, installations, additions, or improvements made by the Tenant upon the Demised Premises as the Landlord shall select. In the event said removal results in damage to the Demised Premises, the Tenant shall restore the Demised Premises to substantially the same condition as it was prior to installation, at the Tenant's sole expense.

SECTION 11: REPAIR, MAINTENANCE AND CONDITION OF PREMISES

A. The Tenant, at its own expense, shall make and pay for all nonstructural repairs to the Demised Premises, regardless of whether the same were caused by the Tenant's fault or negligence unless otherwise provided herein. Notwithstanding the above, Tenant shall be

responsible for removal, disposal and management of all trash, maintenance and repair of any plumbing, electrical or mechanical systems within the Premises, maintenance and repair of the HVAC system, and replacement of any glass, wall ~~covering and carpeting~~.

B. The Tenant at its own expense shall keep the Demised Premises in a clean and neat condition. In the event the Tenant fails to keep the Demised Premises and other portions heretofore described in proper condition, the Landlord may cause the same to be done for the Tenant, and the Tenant hereby agrees to pay the expenses hereof on demand, as Additional Rent.

SECTION 12: UTILITIES AND SERVICES

A. Landlord shall install and separately meter each utility to the Demised Premises. The Tenant shall pay directly to the utility company involved all utility services metered or provided to the Demised Premises, including, but not limited to, electricity, gas, water, sewer, data and communication systems.

B. The Tenant shall always maintain the heat to the Demised Premises to adequately protect any utility lines therein.

SECTION 13: SIGNS

The Tenant may erect a panel to the Landlord's pylon or monument sign and may erect a sign on the front of the Demised Premises advertising the Tenant's business. All signs shall be compatible with the signage for the Demised Premises as determined by the Landlord, in its reasonable discretion, and shall conform to and meet all requirements of the proper governmental authorities having jurisdiction. All permits and licenses for signs shall be obtained by the Tenant. The Tenant agrees to repair any damage to the Demised Premises resulting from the installation, use and removal of any signs.

SECTION 14: MECHANICS LIENS

The Tenant shall indemnify and hold harmless the Landlord from and against all loss, liability, cost, attorneys' fees, damages or interest charges as a result of any mechanic's lien or other lien filed against the Demised Premises as a result of any act or omission or as a result of any repairs, improvements, alterations or additions made by the Tenant or its agents, employees or independent contractors. The Tenant shall, within ten (10) days of the filing of any such lien and notice given to the Tenant, remove, pay or cancel such lien or secure the payment of any such lien or liens by bond or other acceptable security.

SECTION 15: LIABILITY

A. "Claims" shall mean any claim, suit, proceeding, cause of action, responsibility, liability, demand, judgment and/or execution.

B. The Landlord and the Landlord's agents and employees shall not be liable for, and the Tenant waives, any and all Claims for damages to persons and property sustained by the Tenant or the Tenant's agents, employees, assigns, licensees, concessionaires, invitees, or any person

making a Claim through such parties as a result of any accident or occurrence in or upon the Demised Premises, excepting only Claims caused by the gross negligence of Landlord, its agents, guests and employees.

C. The Tenant shall be liable for any damage to the Demised Premises which may be caused by its acts or negligence or the acts and negligence of its agents, employees, or customers. The Landlord may, at its option, repair such damage, and the Tenant shall thereupon reimburse and compensate the Landlord as Additional Rent within ten (10) days after rendition of a statement by the Landlord for the reasonable cost of such repair and damage. The Tenant hereby indemnifies and agrees to indemnify and hold harmless the Landlord from and against any and all Claims, losses, liability, attorneys' fees, damages or interest charges (excepting Claims caused by the gross negligence of Landlord, its agent, customers, guests and employees) that either (i) arise from the Tenant's possession, use, occupation, management, repair, maintenance or control of the Demised Premises, or any portion thereof; (ii) arise from or are in connection with any act or omission of the Tenant, or the Tenant's agents, employees or independent contractors; or (iii) result from any default, breach, violation or non-performance of this Lease or any provision therein by the Tenant. The Tenant shall defend any actions, suits and proceedings which may be brought against the Landlord with respect to the foregoing. The Tenant shall pay, satisfy and discharge any judgments, orders and decrees which may be recovered against the Landlord in connection with the foregoing, and shall reimburse the Landlord for all expenses incurred in connection therewith and for any and all sums paid out in settlement for any Claims.

SECTION 16: COMPLIANCE WITH LAWS

A. The Tenant shall comply with all valid requirements of the fire underwriters of any duly constituted public authority any law or ordinance regarding hazardous wastes or other environmental matters, nuisance, noise or similar law applicable to the use and occupancy of the Demised Premises and any repairs or work performed on the Demised Premises by the Tenant, and the Tenant agrees to indemnify the Landlord and hold the Landlord harmless from and against any penalty, damage or charge imposed for any violation by the Tenant and its successors, assigns, sublessees, licensees, agents and employees.

B. The Tenant shall not at any time use or occupy the Demised Premises in violation of the Certificate of Occupancy, if any, issued for any Building or portion on the Demised Premises. A violation of this covenant by the Tenant shall constitute a default under the terms of this Lease.

SECTION 17: SUBORDINATION

A. The Tenant herein agrees to subordinate this Lease to any and all master leases, first mortgages, or consolidated first mortgages, deeds of trust, or renewals, modifications, and extensions thereof, or to any other forms or methods of financing or refinancing of the Demised Premises, or of any part thereof, whether such master leases, mortgages, deeds of trust or other forms or methods of financing or refinancing are now or are hereafter executed, delivered and recorded, and the Tenant does herein covenant that it will, upon demand at any time, execute, acknowledge and deliver any and all instruments that may be necessary or proper to further evidence this subordination so long as Landlord shall provide a duly executed subordination and non-disturbance agreement ("SNDA") and estoppel certificate both in form satisfactory to the Tenant.

B. If the Demised Premises is encumbered by a mortgage and such mortgage is foreclosed, or if the Demised Premises is sold pursuant to such foreclosure or by reason of a default under said mortgage, then notwithstanding such foreclosure, such sales, or such default: (i) the Tenant shall not disaffirm this Lease or any of its obligations hereunder, and (ii) at the request of the applicable mortgagee or purchaser at such foreclosure or sale, the Tenant shall attorn to such mortgagee or purchaser under the terms of this Lease for the balance of the unexpired term hereof, including renewal options.

SECTION 18: LANDLORD'S RIGHT OF ENTRY

A. The Landlord and its authorized agents and employees shall have the right upon four (4) hours prior notice to enter the Demised Premises during normal working hours for the purpose of inspecting the general condition and state of repair of the Demised Premises and to show the Demised Premises to any prospective purchaser or tenants. If there is an emergency, Landlord shall have the right to enter the Premises at any time without notice as long as such entry is in full compliance with all laws, rules and regulations.

B. During the final sixty (60) days of the Initial Term or any renewal term thereof in which Tenant has not exercised its right to renew or does not have a right to renew, the Landlord and its authorized agents shall have the right to erect adjacent to the Demised Premises a customary sign advertising the Demised Premises for lease. During said 180 day period, the Landlord and its authorized agents shall have the right to enter the Demised Premises during normal working hours on one (1) hour prior notice to show the Demised Premises to prospective tenants. Nothing herein shall be construed to prevent the Landlord from erecting adjacent to the Demised Premises a customary sign advertising the Demised Premises for sale and otherwise entering the Demised Premises during normal working hours on one (1) hour prior notice for the purpose of showing the Demised Premises to prospective purchasers.

SECTION 19: ASSIGNMENT AND SUBLETTING

A. The Tenant shall not encumber this Lease, mortgage or hypothecate this Leasehold estate of the Tenant created hereby. The Tenant shall not assign this Lease, nor may this Lease be assigned by operation of law (except to a related entity of Tenant) without Landlord's consent, which shall not be unreasonably withheld, conditioned or delayed.

B. The Tenant may not sublet any portion of the Demised Premises without Landlord's prior written approval, which will not be unreasonably withheld, conditioned or delayed. In the event such subletting is approved, the Tenant shall continue to pay the Rent and Additional Rent to the Landlord and otherwise remain primarily liable for the performance of this Lease. Any sub-lease signed shall be approved by the Landlord.

C. In the event the Landlord assigns its interest in this Lease, the Tenant agrees to look only to the Landlord's assignee for the performance of the Landlord's obligations under this Lease so long as the Landlord provides a SNDA and an estoppel certificate both in form satisfactory to Tenant.

SECTION 20: DEFAULT BY TENANT

A. If any one or more of the following events occur ("Events of Default") the Tenant shall

be deemed to be in "Default" hereunder:

I. In the event the Tenant shall fail to make payment of Rent pursuant to Section 4 of this Lease or any Additional Rent, and such failure is not cured within ten (10) days after receipt of written notice thereof from the Landlord;

II. In the event the Tenant shall be in default in the performance of any other covenants, terms, conditions, provisions, rules and regulations of this Lease excepting those items listed in the above Section 20(A)(I), and if such default is not cured within thirty (30) days after written notice thereof given by the Landlord, and if said default is not curable within thirty (30) days, Tenant has not taken commercially reasonable steps to cure said default within said thirty (30) day period; and

III. If the Tenant shall become insolvent or shall file, or there shall be filed against the Tenant, a petition for dissolution, petition for bankruptcy or if the Tenant shall make application for relief under any State or local insolvency law, or shall make a general assignment for the benefit of creditors, or if a receiver or trustee shall be appointed for the Tenant's property, or if the interest of the Tenant in the Demised Premises shall be offered for sale or sold under execution or other process of law; then, and in any such event, the Landlord at any time thereafter may give written notice to the Tenant specifying such Event of Default or Events of Default and stating that this Lease and the Term shall expire and terminate on the date specified in such notice, which shall be at least ten (10) days after the date of such notice; and upon the date specified in such notice this Lease and all rights of Tenant hereunder, including any renewal privileges, shall expire and terminate, and Tenant shall remain liable as hereinafter provided.

SECTION 21: REMEDIES UPON DEFAULT

A. If the Tenant shall be in Default hereunder, the entire Rent for the balance of the Term, including the guaranteed Base Rent herein and all Additional Rent (to be set at the highest average monthly aggregate Additional Rent paid by the Tenant during any prior Lease Year), shall be immediately due and payable at once.

B. In the event of the insolvency of the Tenant, or in the event a petition is filed by or against the Tenant under any Chapter of the Bankruptcy laws of the United States, then in such event the Tenant shall have ninety (90) days from the date of filing such petition to either affirm or reject this Lease, and the Tenant's failure to do so within the ninety (90) day period shall constitute a material breach of this Lease on the Tenant's part.

C. If the Tenant's interest in this Lease is offered for sale under the direction of the Bankruptcy Court or any other court having jurisdiction over the Tenant's bankruptcy or insolvency proceedings, the Landlord shall have a right of first refusal to purchase the Tenant's interest in the Lease for the same consideration offered by the successful bidder at such sale.

D. The Landlord, in addition to all other remedies given to the Landlord in law or equity, and subject to the provision of Section 33 herein which shall control the provisions of this Section, may, upon the happening of any of the Events of Default, and without terminating this Lease, re-enter the Demised Premises by summary proceedings or otherwise and dispossess the Tenant. In the event of such re-entry, the Landlord shall have the right to remove all persons therefrom, to recover the possession thereof by legal proceedings or otherwise, and to use such

force to enter and regain possession thereof as the Landlord shall deem proper without being liable to any civil action or criminal prosecution therefor. No such re-entry by the Landlord shall be deemed a termination of this Lease or an acceptance of a surrender of this Lease. In the event of such re-entry, the Landlord shall have the right to relet or subdivide the Demised Premises for any rents which it may deem reasonable, to any other tenant which the Landlord may select, and for any use and purpose which the Landlord may designate.

E. At any time after such expiration or termination of this Lease, the Landlord shall use commercially reasonable efforts to relet the Demised Premises or any part thereof, in the name of the Landlord, or otherwise, for such term or terms and on such conditions as the Landlord, in its reasonable discretion, may determine and may collect and receive the rent therefor. Tenant will be responsible for any of Landlord's costs in reletting the Demised Premises, including but not limited to brokerage fees, costs of any repairs and attorneys' fees.

F. In the Event of a Default by the Tenant of any of the terms, provisions, covenants, conditions, rules and regulations of this Lease, the Landlord shall have the right to an injunction and the right to invoke any other remedy permitted to the Landlord in law or in equity. Subject to Section 33 herein no termination of this Lease or any taking or recovering of possession of the Demised Premises shall deprive the Landlord of any of its remedies or actions against the Tenant for past or future Rent or the bringing of any action for Rent or other default be construed as a waiver of the right to obtain possession of the Demised Premises.

G. The Tenant hereby expressly waives any and all right of redemption or re-entry or repossession or to restore the operation of this Lease in case the Tenant shall be dispossessed by a judgment or by warrant of any court or judge or in the case of re-entry or repossession by the Landlord or in the case of any expiration or termination of this Lease.

H. In case suit shall be brought for recovery of possession of the Demised Premises, for the recovery of Rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant herein contained on the part of Tenant to be kept or performed, and a breach shall be established, Tenant shall pay to Landlord all expenses incurred therefore, including reasonable attorney's fees, expenses and court costs.

SECTION 22: DAMAGE AND DESTRUCTION

A. If the Demised Premises shall be damaged by fire or other causes, without the fault or neglect of the Tenant, its servants, employees, independent contractors, agents, visitors, or licensees, the Landlord shall determine in its sole and absolute discretion whether the Demised Premises will be repaired. In the event the Landlord decides to repair the Demised Premises, the Lease shall not terminate, but shall remain in full force and effect, but the Rent shall be apportioned according to the portion of the Demised Premises usable by Tenant. Due allowance shall be made for delays from labor troubles, material shortages, or any other causes, whether similar or dissimilar to the foregoing, beyond the Landlord's control.

B. Tenant hereby waives all rights to terminate this Lease it may have by reason of damage to the Demised Premises as a result of fire and other casualty pursuant to any presently existing or hereafter enacted statute or other law unless the Landlord has failed to restore the Premises within one hundred twenty (120) days of the date of such casualty, in such event the Tenant shall have the right to terminate this Lease.

C. The Landlord and Tenant herein each expressly waives any and all rights of recovery by way of subrogation against each other in connection with any casualty damage covered by any insurance policies noted hereinbefore so long as said policy is in effect and in good standing at the time of loss. Each party herein further agrees to cause its required insurance policy to maintain a waiver of subrogation rider consistent with the provisions herein. The terms of this Section shall include the Landlord and Tenant as well as its officers, employees, agents and representatives of such other party for loss or damage to such waiving party or its property or the property of others under its control arising from any cause insured against by any insurance policy in force (whether or not described herein) carried by such waiving party in lieu thereof, and each party shall cause each insurance policy carried by it to require its respective insurance company to waive all right of recovery by way of subrogation against each party in connection with any damage covered by any policy.

SECTION 23: EMINENT DOMAIN

If the whole or any material part of the Demised Premises shall be taken or condemned by a competent authority for any public or quasi public use or purpose, then, in that event, the term of this Lease, at the sole option of the Tenant, shall cease and terminate. Any award for the Demised Premises and for damages to the residue, shall belong to the Landlord, and Tenant shall not be entitled to any part thereof. Any award for Tenant's trade fixtures installed by the Tenant on the Demised Premises shall belong to the Tenant. The current Base Rent, Additional Rent, and other charges shall in such case be apportioned as of the date the condemning authority takes possession of the Demised Premises.

SECTION 24: SURRENDER OF PREMISES

A. The Tenant shall and will, on the last day of the Term, as it may be extended, or upon any earlier termination of this Lease, or upon re-entry by the Landlord upon the Demised Premises pursuant to Section 21 hereof, surrender and deliver up the Demised Premises into the possession and use of the Landlord without fraud or delay and in good order, condition and repair, reasonable wear and tear excepted, free and clear of all lettings and occupancies other than subleases then terminable at the option of the Landlord thereof or subleases to which the Landlord shall have specifically consented, and free and clear of all liens and encumbrances other than those, if any, created by the Landlord.

B. If the Demised Premises are not surrendered at the end of the Initial Term or any renewal term thereof, the Tenant shall indemnify the Landlord against loss and liability resulting from delay by the Tenant in surrendering the Demised Premises, including, without limitation, any claims made by any succeeding tenant founded on the delay.

SECTION 25: TENANT OPERATIONS

A. The Tenant shall pay before delinquency any and all assessments and public charges levied, assessed or imposed upon the Tenant's business or upon the Tenant's fixtures, furnishings or equipment in the Demised Premises.

B. The Tenant shall pay when due and as due all license fees, permit fees and charges of a similar nature for the conduct by the Tenant or any subtenant of any business or undertaking authorized hereunder to be conducted in the Demised Premises.

C. Tenant shall not use the plumbing facilities for any purpose other than that for which they were constructed, or dispose of any substances therein which may clog, erode, or damage the plumbing, pipes, lines, or conduits of any structure or building on the Demised Premises.

SECTION 26: INTERPRETATION

A. Every term, condition, agreement or provision contained in this Lease which imposes an obligation shall be deemed to be also a covenant by the Tenant.

B. Any references herein to subtenants or licensees shall not be deemed to imply that any subtenants or licensees are permitted hereunder. Any references herein to any extensions or renewals of the Term or any period during which the Tenant may be in possession after the expiration of the Term shall not be deemed to imply that any extension or renewal of the Term is contemplated hereby or that the Tenant shall be permitted to remain in possession after the expiration of, as the case may be, the Initial Term or any Renewal Term.

C. If any term or provision of this Lease or the application hereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

D. The captions of this Lease are for convenience and reference only and in no way define, limit or describe the scope or intent of this Lease, nor in any way affect this Lease.

E. This Lease may be executed in several counterparts; but the counterparts shall constitute but one and the same instrument.

F. Wherever a requirement is imposed on any party hereto, it shall be deemed that such party shall be required to perform such requirement at its own expense unless it is specifically otherwise provided herein.

G. The singular includes the plural and the plural includes the singular.

H. Wherever it is provided herein that a party "may" perform an act or do anything, it shall be construed that that party may, but shall not be obligated to, so perform or so do.

I. This Lease shall be construed and enforced in accordance with the laws of the State of New York without respect to conflict of laws principles. The sole venue and jurisdiction for disputes arising from this Lease shall be the Broome County Supreme Court, State of New York.

J. Upon the execution and delivery hereof, this instrument shall constitute the entire agreement between the Landlord and the Tenant for the Demised Premises and supersedes all prior agreements, understandings, and negotiations, oral and written, between the parties with respect to the Demised Premises. This Lease cannot be changed orally, but only by an agreement in writing and signed by both parties.

K. All amounts payable under this Lease shall be payable in coin or currency of the United States of America which at the time of payment is legal tender for public and private debts.

L. Any restriction on or requirement imposed upon the Tenant hereunder shall be deemed to extend to the Tenant's subtenants, concessionaires, and licensees and it shall be the Tenant's obligations to cause the foregoing to comply with such restriction or requirement.

M. This Lease shall be of no force unless and until it is executed by both the Landlord and the Tenant.

N. It is acknowledged and agreed that both parties and their respective attorneys negotiated the terms of this Lease and assisted in the drafting of the same. Accordingly, neither party shall be deemed to be the drafter of this Lease, nor shall this Lease be construed against one party over the other.

SECTION 27: NOTICES AND ATTORNEY'S FEES

A. All notices, demands and requests under this Lease shall be in writing. Any notice or other communication required or permitted under this Lease shall be in writing and shall be deemed to have been duly given (i) upon delivery, (ii) on the fifth day following delivery to the U.S. Postal Service as certified or registered mail, return-receipt requested and postage prepaid, or (iii) on the first day following delivery by a nationally recognized United States overnight courier service, fee prepaid, return-receipt or other confirmation of delivery requested. Any such notice or communication shall be delivered or directed to a party at its address set forth above or at such other address as may be designated by a party in a notice given to all other parties hereto in accordance with the provisions of this Section with a copy to their respective legal counsel.

B. Each party covenants and agrees to pay on demand the other's expenses, including reasonable attorneys' fees and expenses, incurred in enforcing any obligation of the other party under this Lease or in curing any Default by either party under this Lease. This clause applies in any lawsuit, action, or proceeding brought by Landlord to enforce Tenant's obligations under this Lease, whether or not the Lease is terminated and whether or not Landlord files a formal lawsuit, action, or proceeding in court.

SECTION 28: MISCELLANEOUS PROVISIONS

A. Recordation. The Landlord and the Tenant agree, if required by a party holding a mortgage on the Demised Premises, to execute a Memorandum of Lease in compliance with Section 291-C of the Real Property Law of the State of New York for the purpose of recording this Lease, which Memorandum of Lease may be recorded by either party.

B. Broker's Commission. The parties warrant and set forth that no real estate broker, realtor or real estate agent brought about this Lease other than Tenant's broker, and Tenant shall be solely responsible for all costs related thereto.

C. Certificates. The Tenant agrees that at any time and from time to time, upon not less than ten (10) days' prior written notice by Landlord, to execute, acknowledge and deliver to Landlord, a statement in writing certifying 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 stated in the modifications), the Commencement Date and the dates to which the Base Rent, Additional Rent and other charges have been paid in advance, if any, and stating whether or not, to the best knowledge of the signer of such certificate, the Landlord is in default in the performance of any covenant, agreement, or condition contained in this Lease, and, if so, specifying each such default of which the signer may have knowledge, it being intended that any such statement delivered pursuant to this paragraph may be relied upon by any prospective purchaser of the Demised Premises.

D. Force Majeure. In the event that either the Landlord or the Tenant shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of Act of God, strikes, lock-outs, labor troubles, inability to procure materials (including energy), power, casualty, inclement weather, restrictive governmental laws, orders or regulations, riots, insurrection, war, terrorism, bioterrorism or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Paragraph shall not operate to excuse the Tenant from prompt payment of Rent, Additional Rent or any other payments required by the terms of this Lease.

E. THE LANDLORD, AND THE TENANT, SO FAR AS PERMITTED BY LAW, HEREBY WAIVE AND WILL WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE DEMISES PREMISES, OR ANY CLAIM OF INJURY OR DAMAGES.

SECTION 29: NONWAIVER

No failure by the Landlord to insist upon the strict performance of any covenant, agreement, term or condition of this Lease, or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial Rent or Additional Rent during the continuance of such breach shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No covenant, agreement, term or condition of this Lease to be performed or complied with by the Tenant, and no breach thereof shall be waived, altered or modified except by a written instrument executed by the Landlord. No written waiver of any breach shall affect or alter this Lease, but each and every covenant, agreement, term and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

SECTION 30: SECURITY DEPOSIT

The Tenant will deposit with the Landlord the sum of [REDACTED] (the "Security Deposit") as security for the full and faithful performance by the Tenant of all the terms, covenants, and conditions of this Lease upon the Tenant's part to be performed, which sum shall be returned to the Tenant after the time fixed as the expiration of the Term herein or agreed upon renewal thereof, provided the Tenant has fully and faithfully carried out all of the said terms, covenants, and conditions on the Tenant's part to be performed and is not in default. In the event of a bonafide sale of the Demised Premises, the Landlord shall have the right to transfer the Security Deposit to the vendee for the benefit of the Tenant, and the Landlord shall be considered released by the Tenant from all liability for the return of the Security Deposit; and the Tenant agrees to look exclusively to the new landlord for the return of the said Security Deposit, and it is agreed that this shall apply to every transfer or assignment made of the Security Deposit to a new landlord.

SECTION 31: INDEMNIFICATION

The Tenant agrees to indemnify and hold harmless the Landlord from and against any and all claims by or on behalf of any person, firm or corporation, arising from the conduct of or from any work or thing whatsoever done by or on behalf of the Tenant, its agents or employees in or about the Demised Premises.

SECTION 32: ENVIRONMENTAL REPRESENTATIONS, WARRANTIES AND COVENANTS

A. The Tenant makes the following representations and warranties:

I. In the conduct of its business and in its use of the Demised Premises, the Tenant shall comply with all applicable Federal, State and local laws, including, without limitation, those relating to toxic and hazardous substances and other environmental matters.

II. No portion of the Demised Premises shall be used for the disposal, storage, treatment, processing or other handling or any hazardous or toxic substances except for the storage of propane fuel.

III. If any environmental contamination is found on the Demised Premises as a result of the Tenant's actions or for which it is responsible, and for which any removal or remedial action is required pursuant to law, ordinance order, rule, regulation or governmental action, the Tenant agrees that it will, at its sole cost and expense, remove or take such remedial action promptly and to the Landlord's satisfaction.

IV. With respect to any environmental contamination caused by the Tenant or for which the Tenant is responsible, the Tenant agrees to defend, indemnify and hold harmless the Landlord from any claims, actions, demands, penalties, fines, liabilities, settlements, damages, costs or expenses (including, but not limited to, litigation expenses), of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to:

- a. The disposal, release or threatened release of any hazardous or toxic substances on the Demised Premises;

- b. Any personal injury (including wrongful death or property damage, real or personal) arising out of or related to such hazardous or toxic substances;
- c. Any lawsuit brought or threatened, settlement reached, or governmental order given relating to such hazardous or toxic substances; and/or
- d. Any violation of any law, order, regulation, requirement or demand of any governmental authority, or any policies or requirements of Tenant which are based upon or in any way related to such hazardous or toxic substances.

B The Landlord makes the following representations and warranties:

I. In the conduct of its business and in its use of the Demised Premises, the Landlord shall comply with all applicable Federal, State and local laws, including, without limitation, those relating to toxic and hazardous substances and other environmental matters.

II. No portion of the Demised Premises has been or shall be used for the disposal, storage, treatment, processing or other handling of any hazardous or toxic substances.

III. If any environmental contamination is found on the Demised Premises as a result of the Landlord's actions or for which it is responsible, and for which any removal or remedial action is required pursuant to law, ordinance order, rule, regulation or governmental action, the Landlord agrees that it will, at its sole cost and expense, remove or take such remedial action promptly and to the Tenant's satisfaction.

IV. With respect to any environmental contamination caused by the Landlord or for which the Landlord is responsible, the Landlord agrees to defend, indemnify and hold harmless the Tenant from any claims, actions, demands, penalties, fines, liabilities, settlements, damages, costs or expenses (including, but not limited to, litigation expenses), of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to:

- a. The disposal, release or threatened release of any hazardous or toxic substances on the Demised Premises;
- b. Any personal injury (including wrongful death or property damage, real or personal) arising out of or related to such hazardous or toxic substances;
- c. Any lawsuit brought or threatened, settlement reached, or governmental order given relating to such hazardous or toxic substances; and/or
- d. Any violation of any law, order, regulation, requirement or demand of any governmental authority, or any policies or requirements of Tenant which are based upon or in any way related to such hazardous or toxic substances.

SECTION 33: RE-ENTRY BY LANDLORD

The Landlord acknowledges that its right of re-entry into the Premises set forth in this Lease does not confer on it the authority to manufacture and/or dispense on the Premises medical

marijuana in accordance with Article 33 of the Public Health Law and agrees to provide the New York State Department of Health, Mayor Erastus Corning 2nd Tower, the Governor Nelson A. Rockefeller Empire State Plaza, Albany, New York 12237, with notification by certified mail of its intent to re-enter the Premises or to initiate dispossession proceedings, or that the Lease is due to expire, at least thirty (30) days prior to the date on which the Landlord intends to exercise a right of re-entry or to initiate such proceedings, or at least sixty (60) days before expiration of the Lease.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement on the date set forth above.

LANDLORD:

KRADJIAN PROPERTIES

By: _____
Name:
Title:

TENANT:

BUTLER EVERGREEN LLC

By: _____
Name:
Title:

STATE OF _____)
COUNTY OF _____) ss:

On the ____ day of _____ in the year 20____, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individuals, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF WAYNE) ss:

On the ____ day of _____, in the year 20____, before me, the undersigned, personally appeared Scott Marshall, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his their signature on the instrument, the individuals, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public


 EXISTING FLOOR PLAN


SCHEDULE A

Redacted pursuant to N.Y. Public Officers Law, Art. 6

NOT FOR CONSTRUCTION

SHEET NO. A100 PROJECT NO. DATE BY	TIME WARNER OFFICES VESTAL PARKWAY NEW YORK	REVISIONS NO. DESCRIPTION DATE	DRAWING NO. 2162 Keystone Associates Architects, Engineers and Surveyors, LLC	 KEYSTONE ASSOCIATES 200 West 11th Street New York, NY 10011-3603 Phone: 212.261.1000 Fax: 212.261.1001 Email: info@keystoneassociates.com www.keystoneassociates.com
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Section I
Attachment D
Operating Plan

Attachment D - Operating Plan

Requirement - 1004.5(b)(4): An operating plan that includes a detailed description of the applicant's manufacturing processes, transporting, distributing, sale, and dispensing policies and procedures.

Response: Butler Evergreen has developed an operating plan that carefully details our manufacturing processes, as well as policies and procedures for transporting, distributing, sale, and dispensing. This plan is described in the sections below.

Attachment D, Section 1 - Manufacturing

Cultivation Plan

Overview

Butler Evergreen's cultivation and processing methodologies have been developed and will be regularly audited to ensure conformance with the New York Department of Health's regulations for the production of marijuana and marijuana-derived products (see NYRR Sec. 1004).

In addition, Butler Evergreen will leverage sustainable and renewable organic farming practices throughout the production lifecycle, while adhering to current Good Manufacturing Practices (cGMP), Good Agricultural Practices (GAP), and Good Handling Practices (GHP).

A Glossary of Terms, relating to both horticulture and processing phases of operations, is included at the end of the Section 1 response.

See Lifecycle Diagram on following page for an overview of the manufacturing stages and processes.

Attachment D, Section 2 - Transport and Distribution

Redacted pursuant to N.Y. Public Officers Law, Art. 6

Redacted pursuant to N.Y. Public Officers Law, Art. 6

Redacted pursuant to N.Y. Public Officers Law, Art. 6

Redacted pursuant to N.Y. Public Officers Law, Art. 6

Redacted pursuant to N.Y. Public Officers Law, Art. 6

Attachment D, Section 3 - Dispensing and Sale

Response: Butler Evergreen has developed procedures for the retail sale of medicine, resulting from collaboration between our Executive Management Team and a leading medical marijuana consulting firm with significant operational experience. Based on state requirements and operational best practices evaluated in jurisdictions throughout the country, Butler Evergreen will ensure that all product sales comply with requirements. Additionally, the patient experience is of top priority; our retail sales policies and procedures reflect our commitment to providing a safe and supportive environment for our patients.

Butler Evergreen will only dispense approved medical marijuana products in an indoor, enclosed, secure facility located in New York State. These facilities will not be the same location where the marijuana is grown or manufactured. Butler Evergreen will ensure that an individual with an active New York State pharmacist license, as defined in article one hundred and thirty seven of the Education Law, is on the premises and directly supervising the activity within the dispensary at all times when the facility is open or in operation. At all other times, the dispensary will be closed and properly secured.

Medical marijuana products will not be dispensed to anyone other than certified patients or designated caregivers. Butler Evergreen will not sell, dispense or distribute approved medical marijuana product via a delivery service without receiving prior written approval by the Department. Butler Evergreen will not sell items other than approved medical marijuana products and related products necessary for the approved forms of administration of medical marijuana, without prior written approval from the department.

Butler Evergreen will limit our products to the approved routes of administration:

- Liquid or oil preparations for metered oromucosal or sublingual administration or administration per tube;
- Metered liquid or oil preparations for vaporization;
- Capsules for oral administration; or
- Any additional form and route of administration approved by the commissioner. Smoking is not an approved route of administration.

Approved medical marijuana products will not be incorporated into edible food products unless approved by the commissioner.

Patient Verification

As required by New York law, no person except a registered organization employee will be allowed on the premises of a dispensing facility without a certified patient or designated caregiver registry identification card issued by the department.

Prior to entrance into the establishment, security personnel must authorize entry after the verification of valid documents. All new and existing patients and designated caregivers must present their department-provided patient registry identification card along with a secondary form of ID (i.e., government-issued driver's license, identification card, or passport) each time

Redacted pursuant to N.Y. Public Officers Law, Art. 6

Evergreen will verify each of the following prior to dispensing medicine:

- That the registry identification card presented is valid (for New York residents and non-residents, alike),
- That the person presenting the card is the person identified on the registry identification card presented to the registered organization employee.

If the amount of marijuana the patient or caregiver is requesting exceeds the legal amount for that patient, the BioTrackTHC system will flash a warning and will not permit the transaction to take place. A system administrator may override the warning. However, record of that override, user, date, and time will be recorded for later reporting. Amounts allowable for each patient may be configured into the BioTrackTHC system, with special considerations able to be configured, provided they meet all state regulations.

BioTrackTHC will be able to identify patterns in patient purchases that may suggest product diversion and/or excess patient possession. Butler Evergreen will prominently post and educate patients on possession limits and reserves the right to refuse sales to a patient who exhibits suspicious purchasing patterns.

Electronic Records

For transaction and inventory management, among other functions, Butler Evergreen plans to utilize BioTrackTHC. This software has been specifically designed to serve registered medical marijuana dispensaries and will be customized to meet the requirements for New York.

BioTrackTHC allows Butler Evergreen to track individual patient purchases, and trace these purchases according to patient registry identification numbers to protect confidentiality and the dispensary's security protocols. BioTrackTHC will monitor and report, for each valid patient who purchased marijuana product from the dispensary within the last 60 days, the patient's registry identification card number, card issue date, card expiration date, and any other information as may be required by the Department. Any information contained within this system will not be divulged for any purpose not specifically authorized by law.

A unique, electronic patient record will be established during the registered patient's first visit to Butler Evergreen and maintained for each qualifying patient and/or designated caregiver who obtains marijuana from the dispensary. The record will include the following information:

- The qualifying patient's name;
- The qualifying patient's date of birth;
- The name of the qualified patient's designated caregiver;
- The qualifying patient's registry identification number, the date on which the card was issued, and the date on which the card will expire;
- Documentation of any patient education and support materials provided to the patient or the designated primary caregivers of the patient, including a description of the materials and the date they were provided; and
- Any additional information the department may require.

Each time an approved medical marijuana product is dispensed, Butler Evergreen will electronically file a record of this event with the department, utilizing a transmission format acceptable to the department. All records will be transmitted not later than 24 hours after the marijuana was dispensed to the certified patient or designated caregiver.

The information filed with the department for each approved medical marijuana product dispensed will include but not be limited to:

1. A serial number that will be generated by the dispensing facility for each approved medical marijuana product dispensed to the certified patient or designated caregiver;

2. An identification number which shall be populated by a number provided by the department, to identify the registered organization's dispensing facility;
3. The patient's name, date of birth, and sex;
4. The patient's address, including street, city, state, ZIP code;
5. The patient's registry identification card number;
6. If applicable, the designated caregiver's name and registry identification card number;
7. The date the approved medical marijuana product was filled by the dispensing facility;
8. The metric quantity for the approved medical marijuana product;
9. The medical marijuana product drug code number, which shall be populated by a number provided by the department, to represent the approved medical marijuana brand that was dispensed to the certified patient or designated caregiver, as applicable;
10. The number of days' supply that was dispensed;
11. The registered practitioner's Drug Enforcement Administration number;
12. The date the written certification was issued by the registered practitioner; and
13. The payment method.

When applicable, Butler Evergreen will file a Zero Report with the department, in a format acceptable to the department. The Zero Report will document that approved medical marijuana product was not dispensed by Butler Evergreen during the relevant period of time. A Zero Report will be submitted no later than 14 days following the most recent previously reported dispensing of an approved medical marijuana product or the submission of a prior Zero Report.

In addition to patient purchases, any attempt to acquire medical marijuana that was unsuccessful will also be documented within the patient record. The entry for failed attempts to acquire medical marijuana by the patient or designated caregiver will include the date, name and registration identification number of the individual who requested the medical marijuana, and Butler Evergreen's reason for refusing to provide medical marijuana.

Patient Purchasing Limits

In compliance with New York law, Butler Evergreen will not dispense an amount greater than a thirty (30) day supply to a certified patient, and not until the patient has exhausted all but a seven-day supply provided pursuant to any previously dispensed medical marijuana product by any registered organization.

If the amount of marijuana the patient or caregiver is requesting exceeds the legal amount for that patient, the BioTrackTHC system will flash a warning and will not permit the transaction to take place. A system administrator may override the warning. However, record of that override, user, date, and time will be recorded for later reporting. Amounts allowable for each patient may be configured into the system, with special considerations able to be configured, provided they meet all state regulations.

Butler Evergreen will ensure that each patient receives approved medical marijuana product from no more than two distinct lots for any 30-day supply dispensed.

Patient Consultation

State law prohibits an employee of a registered organization from counseling a certified patient or designated caregiver on the use, administration of, and risks associated with approved medical marijuana products, unless the employee is a pharmacist with an active New York State license who has completed a course pursuant to NYCRR §1004.1, or the employee is under the direct supervision of, and in consultation with, the pharmacist on-site in the dispensing facility.

An actively licensed pharmacist by the state of New York will always hold the position of Butler Evergreen's Patient Care Manager, and will be the direct supervisor of all Patient Services department employees. Only members of the Patient Services department will be authorized to discuss approved medical marijuana products with patients, and only under the direct supervision of and in consultation with the Patient Care Manager. The Patient Care Manager will ensure all department employees are properly trained and frequently evaluated in their knowledge of approved medical marijuana products and associated risks.

In compliance with state law, upon request of a patient, the patient's designated caregiver if applicable, and/or the patient's practitioner, this facility must provide a patient-specific log of medical marijuana products that includes brand, administration form, dosage, dates dispensed, and any return of product. The BioTrackTHC functionality allows us to custom-create tools to ensure compliance with applicable state laws. To this end, we will create a Patient Purchase Log report that is accessible to authorized employees under the supervision of the Patient Care Manager.

Patient Care/Support/Interaction

Butler Evergreen recognizes that the patient population served will be among the most critically ill in New York State. As such, Butler Evergreen intends to provide an atmosphere that is compassionate towards and accommodating of the patient. Our dispensaries will be places where patients can not only access high-quality medicine but also receive individualized care and support. In response to these goals, Butler Evergreen has on its advisory board two individuals who possess psychological, therapeutic, and drug addiction counseling, knowledge and experience. Mo Hannah, PhD. and Brooke McAuley, MSW, CAC III, have provided guidance in the development of Butler Evergreen dispensary policies and procedures.

According to Dr. Hannah: "At the dispensary level, we will be serving and interacting with patients who are in physical pain and also are likely to be struggling with high levels of anxiety, depression, and other emotional/psychological difficulties. At the same time, these patients also are probably enduring stressors beyond that posed by their medical condition—for example, a co-occurring mental illness, financial problems, family disruption, etc. Since it is impossible to separate the mind and the body, when a person is in physical pain, especially chronic pain, their

physical problems are likely to be complicated by some degree of psychological or emotional distress.”

Dr. Hannah’s observations highlight the fact that when pharmacists, or employees under the direct supervision of pharmacists, are counseling patients, a higher level of care and knowledge must be employed. While the employee or pharmacist will be trained in cannabinoid therapy and approved condition symptoms and side effects, they will also receive the appropriate education and training of techniques for screening and interacting with patients’ mental/emotional difficulties. Along with the provision of such services to individual patients, similar supportive services will be offered to family members and caregivers utilizing dispensary services on behalf of a patient.

Another consideration made by Butler Evergreen in designing patient interaction policies and procedures was that many patients of our patients may be first time users of medical marijuana. “Some dispensary patients may also experience added stress due to the stigma that they may perceive as associated with use of cannabinoid therapy”, Dr. Hannah explained. These first-time patients will require extra care and education. Butler Evergreen will meet their needs by providing supportive services from the time of initial intake throughout the treatment of their condition. Training for Butler Evergreen staff will be focused on offering support and guidance to those patients who may seem confused or unsure about treatments.

In order to address concerns regarding threats of abuse and diversion of product, Butler Evergreen will train all registered organization employees on the importance of observation and understanding patient behavior. Brooke McAuley, a practicing therapist for the last 10 years in Denver, Colo., offers a unique perspective to the Butler Evergreen team, as she has provided counseling services in a state where medical marijuana treatments are legal. Ms. McAuley points out that: “All dispensary staff members should be instructed in the signs of addiction, which can be a gateway to diversion. Furthermore, staff who interact with patients must have a clear directive in regard to reporting concerns to senior staff members”.

Under the guidance of Dr. Hannah and Ms. McAuley, Butler Evergreen intends to offer our patients the highest level of quality care, both in our medicine and our patient service. In compliance with New York law, only a pharmacist or those registered organization employees under the direct supervision of, and in consultation with, the pharmacist on-site in the dispensing facility will be permitted to counsel a certified patient or designated caregiver on the use, administration of, and risks associated with approved medical marijuana products.

Packaging and Labeling

In accordance with state law, this dispensing facility will not permit medical marijuana product packaging to be opened by dispensing facility staff. If at any point packaged product is damaged or has been tampered with, it will be removed from sellable inventory, documented in the inventory tracking system, and clearly designated for disposal according to dispensary disposal

guidelines. If tampering has occurred, the Security Manager will conduct an investigation to ensure no theft has occurred.

In accordance with NYCRR §1004.12(m), if an approved medical marijuana product is returned to the dispensing facility, the dispensing facility will dispose of such product as per the registered organization's approved operating plan. See disposal information in Section 8 for detailed procedures.

An easily readable patient-specific dispensing label approved by the department will be firmly affixed to medical marijuana product packages. This label will include:

1. The name and registry identification number of the certified patient and designated caregiver, if any;
2. The certifying practitioner's name;
3. The dispensing facility name, address and phone number;
4. The dosing and administration instructions;
5. The quantity and date dispensed; and
6. Any recommendation or limitation by the practitioner as to the use of medical marijuana.

Once a patient or designated caregiver makes their purchase, the approved medical marijuana product will be placed in a plain, opaque outer package. Along with each product package dispensed to a patient, Butler Evergreen will provide a department approved package safety insert. The insert will include the following required information:

1. The medical marijuana product and brand;
2. A list of any excipients used;
3. A warning if there is any potential for allergens in the medical marijuana product;
4. Contraindications;
5. More specific dosage directions and instructions for administration;
6. Warning of adverse effects and/or any potential dangers stemming from the use of medical marijuana;
7. Instructions for reporting adverse effects as may be determined by the Department;
8. A warning about driving, operation of mechanical equipment, child care or making important decisions while under the influence of medical marijuana;
9. Information on tolerance, dependence and withdrawal and substance abuse, how to recognize what may be problematic usage of medical marijuana and obtain appropriate services or treatment;
10. Advice on how to keep the medical marijuana product secure;
11. Language stating that the certified patient may not distribute any medical marijuana product to anyone else;
12. Language stating that unwanted, excess, or contaminated medical marijuana product must be disposed of according to Department rules; and

13. Language stating: “This product has not been analyzed by the FDA. There is limited information on the side effects of using this product and there may be associated health risks.”

Pricing

Redacted pursuant to N.Y. Public Officers Law, Art. 6

Before any medical marijuana product is sold at Butler Evergreen, the Department must approve all proposed prices. The price, the cost to manufacture, market and distribute approved medical marijuana products plus a reasonable profit, will be determined through the submission of a proposed price per unit for each form of medical marijuana. Butler Evergreen will submit information, in a manner and format determined by the Department, sufficient for the Department to perform a cost analysis of the proposed price.

The cost analysis performed by the Department will review and evaluate separate cost elements and profit of a proposed price and the application of judgment to determine how well the proposed costs represent what the price per unit for approved medical marijuana products should be, assuming reasonable economy and efficiency.

As part of the cost analysis, Butler Evergreen will provide to the Department a detailed breakdown of, and submit information and documentation concerning, all costs factored into the proposed price, including but not limited to our fixed and variable costs such as materials and services; direct labor; and indirect costs. Butler Evergreen will certify that all information related to cost or pricing submitted to the department is accurate and reliable.

Butler Evergreen will grant the Department or the Department’s authorized representative the right to examine records that formed the basis for the proposed price, including our books, records, documents and other types of factual information that will permit an adequate evaluation

of the proposed price. The prices approved by the Department will be in effect for the entire period of Butler Evergreen's registration; provided, however, that at the conclusion of the first year of the registration period, or prior to that time based upon documented exceptional circumstances, Butler Evergreen may request that the price be modified based upon a material change in the organization's costs. In the case of a price adjustment, Butler Evergreen will submit a formal request along with sufficient information and documentation, in a manner and format determined by the Department. If the Department denies such request, Butler Evergreen will only charge prices previously approved by the Department.

Charity Programs

Although state regulations prohibit distribution of products or samples at no cost, they allow exceptions to be authorized by the Commissioner, including authorization for a registered organization to implement a charity program. The Compassionate Care Act (Public Health Law § 3369-d) requires that NYSDOH set the price for medical marijuana. The Commissioner must set the price per dose for each form of medical marijuana sold by any registered organization, and must take into account the fixed and variable costs of producing the form of marijuana in approving such price. The statute does not provide for differentiation of price based on income of the certified patient.

Butler Evergreen is intent on working with the Department to ensure all patients' needs are adequately met regardless of income. Our patients suffer from a wide range of conditions that can often inhibit a patient's ability to earn income and afford medicine to manage his/her health. Butler Evergreen intends to offer reduced-cost medical marijuana products and devices through our Compassion Program to patients with documented verified financial hardship. We will work with the Department to establish appropriate ranges for these discounts.

Individuals will be made aware of our Compassion Program during registration. To be considered, patients must complete a registration form to document the extent of the patient's financial hardship, as well as the patient's individual medical preferences and needs. The registration form and accompanying verifying documentation will be used to determine patient eligibility for the program.

To qualify for the program, the patient must be a recipient of Supplemental Security Income or have a gross annual household income below the federal poverty level, adjusted for family size.

Our Patient Care Manager will conduct a one-on-one consultation with the patient to determine the patient's eligibility and the extent to which reduced-cost medicine will be available.

We know that offering medicine at below market rates can create an incentive for diversion. To mitigate this risk, we have limited the amount of reduced cost medicine per patient and will establish weekly limits on the volume of medicine that can be obtained at a discount, with special consideration given during the consultation for the patient's medication schedule and preferred method of consumption.

Once the terms of the patient's participation in the Compassion Program are established, the patient will be required to adhere to the terms of our Patient Handbook. Membership in the Compassion Program must be renewed every three months and requires a review of eligibility standards and completion of an updated Compassion Program Registration Form.

Operations Manuals Overview

At Butler Evergreen, rather than issuing an all-encompassing and potentially unwieldy Operations Manual, each core dispensary department (Security, Member Services, Patient Care) is equipped with its own Operations Manual governing all policies and procedures related to that department's operations (see Attachment D, Section 5 for security manual overview). Having individual department manuals allows staff members to easily reference operational documentation on an ongoing basis, as well as to better utilize the manual during the training process.

Operations materials are considered confidential company property and may not be taken off the premises by staff members. Our operations materials have been developed in conjunction with a consultant who has developed training and operations protocols for major retailers such as Einstein Brothers Bagels, Old Navy, and Wendy's.

The Operations Manuals explain, in step-by-step fashion, how to complete all tasks, small and large, required for each job within our dispensaries. Built into the operations documentation are interdepartmental communications, procedures, policies and tools to ensure Butler Evergreen dispensaries operate seamlessly across all departments.

In addition to the core Operations Manuals, each department also has its own supplemental operations content, including stand-alone laminated Job Aids such as Opening and Closing Checklists, Weight Measurements, Steps of a Sale, New Patient Orientation, and other practical tools. These operational tools are invaluable in ensuring that mandated procedures are consistently implemented by staff.

Each department's Operations Manual and operational supplements provide critical procedures and instructions to employees to ensure all systems are in place to dispense medical marijuana safely. These systems also ensure that every employee understands how to accurately implement these systems. In addition, there are sanitation, product quality, and quantity accuracy checkpoints in every department to ensure that errors or problems are caught and remedied long before patients receive their medicine.

The abridged version of Butler Evergreen's operations materials are included following this section and contain information necessary to carry out the following core-department responsibilities:

Patient Care Department

The Patient Care Department is responsible for outstanding patient service by providing medicine, product knowledge, and absolute accuracy in the sales process. Patient Consultants, the associate-level employees within the Patient Care Department, are responsible for ensuring medicine is sold only to current registered patients carrying a valid Registry ID Card, and that all sales are accurately and comprehensively tracked in the POS system.

The Patient Care Department Operations Manual contains detailed policies and procedures related to the fulfillment of the above responsibilities.

Member Services Department

The Member Services Department is responsible for educating and informing patients about the dispensary and issues impacting medical marijuana patients, and to ensure the dispensary is in strict compliance with all local, state, and federal regulations with regard to patient registration and dispensary access. In addition, the Member Services Department is also responsible for receiving and resolving patient complaints and suggestions, ensuring that sufficient educational materials on the medical uses of marijuana are available to patients, and orienting patients as to their legal rights and responsibilities.

The Member Services Department Operations Manual contains detailed policies and procedures related to the fulfillment of the above responsibilities.

Dispensary Policy and Procedure Manual

In addition to the individual department Operations Manuals, there is also a Dispensary Policy and Procedure (P&P) Manual that is housed in the management office. It details all company and management-level operations, as well as operations documentation for ancillary departments such as Human Resources, Accounting, and Sales and Marketing.

Operations Training Materials

In addition to the Operations Manuals and supplemental operations tools, we have developed a comprehensive training curriculum that instructs department managers on how to train staff members, and ensures comprehension and performance levels by using a Final Performance Test for each department. The Final Performance Tests comprise of demonstrable and measurable skills and knowledge required to perform basic job functions as identified in job descriptions. All employees will be required to pass the Final Performance Test for their department before being moved out of their probationary employment period.

The overall training curriculum comprises Leader's Guides, which provide scripts for teaching the content contained in the Operations Manual, and Trainee Workbooks that serve as a resource for each new hire during his or her training period. The training tools reference the Operations

Manuals and operational supplements so that all employees are consistently and properly trained. These references reinforce employees' understanding that all policies and procedures are found in the Operations Manuals and operational supplements.

The training curriculum also provides quizzes and daily recaps to ensure the retention of detailed learning and performance objectives throughout the training process. All training is documented and filed in each employee's human resource file.

Marketing and Advertising

Exterior Signage

The appearance of all Butler Evergreen properties will be professional, orderly, dignified, and consistent with the traditional style of pharmacies and medical offices. External signage will be restricted to a single sign, with only black and white colors, and will be non-illuminated.

Advertising of medical marijuana brand names will be prohibited as well as the use of graphics related to marijuana or paraphernalia will be prohibited. Approved medical marijuana products will be stored and/or displayed so as not to be clearly visible from the exterior of a physical structure.

Advertisements

Butler Evergreen will ensure that all advertisements, regardless of form, for approved medical marijuana products that make a statement relating to effectiveness, side effects, consequences, and contraindications will present a true and accurate statement of such information. An advertisement does not satisfy the requirement that it presents a "true and accurate statement" of information relating to effectiveness, side effects, consequences, and contraindications if it fails to present a fair balance between information relating to effectiveness, side effects, consequences, and contraindications in that the information relating to effectiveness is presented in greater scope, depth, or detail than is the information relating to side effects, consequences and contraindications, taking into account all implementing factors such as typography, layout, contrast, headlines, paragraphing, white space, and any other techniques apt to achieve emphasis.

As specified by the Department, an advertisement is false, lacking in fair balance, or otherwise misleading if it:

1. Contains a representation or suggestion that one marijuana brand or form is better, more effective, useful in a broader range of conditions or patients or safer than other drugs or treatments including other marijuana brands or forms, unless such a claim has been demonstrated by substantial scientific or clinical experience;

2. Contains favorable information or opinions about a marijuana product previously regarded as valid but which have been rendered invalid by contrary and more credible recent information;
3. Uses a quote or paraphrase out of context or without citing conflicting information from the same source, to convey a false or misleading idea;
4. Uses a study on persons without a debilitating medical condition without disclosing that the subjects were not suffering from a debilitating medical condition;
5. Uses data favorable to a marijuana product derived from patients treated with a different product or dosages different from those recommended in New York State;
6. Contains favorable information or conclusions from a study that is inadequate in design, scope, or conduct to furnish significant support for such information or conclusions; or
7. Fails to provide adequate emphasis for the fact that two or more facing pages are part of the same advertisement when only one page contains information relating to side effects, consequences and contraindications.

False or misleading information in any part of the advertisement will not be corrected by the inclusion of a true statement in another distinct part of the advertisement.

Advertisement for any approved medical marijuana product will not contain:

1. Any statement that is false or misleading;
2. Any statement that falsely disparages a competitor's products;
3. Any statement, design, or representation, picture or illustration that is obscene or indecent;
4. Any statement, design, representation, picture or illustration that encourages or represents the use of marijuana for a condition other than a serious condition as defined in subdivision seven of section thirty-three hundred sixty of the public health law;
5. Any statement, design, representation, picture or illustration that encourages or represents the recreational use of marijuana;
6. Any statement, design, representation, picture or illustration related to the safety or efficacy of marijuana, unless supported by substantial evidence or substantial clinical data;
7. Any statement, design, representation, picture or illustration portraying anyone under the age of 18, objects suggestive of the presence of anyone under the age of 18, or containing the use of a figure, symbol or language that is customarily associated with anyone under the age of 18;
8. Any offer of a prize, award or inducement to a certified patient, designated caregiver or practitioner related to the purchase of marijuana or a certification for the use of marijuana; or
9. Any statement that indicates or implies that the product or entity in the advertisement has been approved or endorsed by the commissioner, department, New York State or any person or entity associated with New York State provided that this shall not preclude a factual statement that an entity is a registered organization.

Butler Evergreen will submit any advertisement for an approved medical marijuana product to the Department at least 30 business days prior to the public dissemination of the advertisement.

The following information will be provided to the Department in addition to the advertisement itself:

1. A cover letter that:
 - a. Provides the following subject line: Medical marijuana advertisement review package for a proposed advertisement;
 - b. Provides a brief description of the format and expected distribution of the proposed advertisement; and
 - c. Provides the submitter's name, title, address, telephone number, fax number, and email address;
2. An annotated summary of the proposed advertisement showing every claim being made in the advertisement and which references support each claim;
3. Verification that a person identified in an advertisement as an actual patient or health care practitioner is an actual patient or health care practitioner and not a model or actor;
4. Verification that a spokesperson who is represented as an actual patient is indeed an actual patient;
5. Verification that an official translation of a foreign language advertisement is accurate;
6. Annotated references to support disease or epidemiology information, cross-referenced to the advertisement summary; and
7. A final copy of the advertisement, including a video where applicable, in a format acceptable to the department.

Butler Evergreen will not disseminate any advertisement if we have received information that has not been widely publicized in medical literature that the use of any approved medical marijuana product may cause fatalities or serious damage to a patient. In addition, Butler Evergreen and our officers, managers and employees will not cooperate, directly or indirectly, in any advertising if such advertising has the purpose or effect of steering or influencing patient or caregiver choice with regard to the selection of a practitioner, or approved medical marijuana product.

Location Selection

Butler Evergreen has carefully considered and selected our dispensary locations. First and foremost, our business plan and mission focuses on serving the health needs of patients across Central and Western Upstate New York. Our facilities are positioned to do that, with dispensaries planned for the Buffalo, Rochester, Syracuse and Greater Binghamton areas.

Second, our intention was to establish dispensaries in locations that are easily accessible to patients from a large service area. We chose locations close to highways, but near communities

that serve as regional health care access points for Western New York, the Finger Lakes, Central New York, and the Southern Tier.

Finally, our plan was to create a service and distribution area that was as manageable and secure as possible. Our production facility, based in Wayne County, serves as a centralized distribution point for these locations, with all of our dispensaries within 120 miles of Wolcott. This will ease individual dispensary management and help ensure secure transportation of products.

Supporting Documents: Abridged Operations Manuals: Dispensary Policies & Procedures, Patient Care, and Member Services Manuals.



Dispensary Policy and Procedure Manual

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Patient Care

Operations Manual

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Member Services

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Attachment D, Section 4 - Devices

Requirement - 1004.5(b)(4)(i): A detailed description of any devices used with approved medical marijuana products to be offered or sold by the registered organization.

Response: The following lists detail delivery devices that will be: (A) included in final product formulations, or (B) sold separately for the administration of medical marijuana Co2 oil concentrates.

Devices Included in Final Formulations - (A)

Product	Route	Detailed Information
Vegetarian Capsule 00-2	Oral	Empty gelatin capsules are high quality and certified BSE Free, meaning they are free of mad cow disease. Gelatin capsules are preservative free, allergen free, and gluten free.
Oral Atomizer 5mL-30mL	Oral	Oral atomizer, USP Type III Amber glass is the preferred storage material for medical marijuana applications. Glass oral atomizer.
Syringe 1mL-3mL	Dispensing	Butler Evergreen anticipates high patient demand for medical marijuana oil suitable for use in stationary vaporizers. To this end, Butler Evergreen will dispense oil in plastic syringes to provide product in a suitable form that also allows for accurate dosing. Doses will be calculated based on volume and total cannabinoid content.
CO2 Cartridge	Inhalation of vapor	These product units can be sold together in the first instance or as separate replacement items. The deliverable device comprises an oil-filled cartridge, connected to a battery-powered vaporizer, which is rechargeable via cable.
CO2 vaporizer battery	Inhalation of vapor	
CO2 vaporizer charger	Inhalation of vapor	

The below list details hand operated/stationary hot air and electric coil vaporizers. These are designed to vaporize medical marijuana concentrates effectively and reliably through use of precise heating, and quality craftsmanship. The above Stationary vaporizers deliver a more accurate heat source than portable vaporize pens.

Devices to Be Sold Separately – (B)

Product Name	Model	Style	Filtration Type	Heating Range/Voltage	Co2 Oil	
Nectar Collector	1.0, Mini, Deluxe, Monsoon	Stationary or Handheld /Glass	Wet or Dry	0-235C/110v	Yes	
Volcano	Classic or Digital	Stationary	Dry/Mesh Screen	0-220C/110v	Yes	
AroMed	Original	Stationary	Wet or Dry	0-230C/110v	Yes	

Attachment D. Section 5 - Security and Control
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Security

Operations Manual

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Attachment D, Section 6 - Standard Operating Procedures

Requirement - 1004.5(b)(4)(iii): A standard operating procedure manual for all methods used from cultivation of the medical marijuana through packaging, sealing and labeling of each lot of medical marijuana product. The procedures shall include use of good agricultural practices (GAPs) and must conform to all applicable laws and rules of New York State. Standard operating procedures shall be able to be validated to demonstrate that the applicant will be able to produce and dispense consistent and reproducible medical marijuana product such that, for each form of each brand produced, there is homogeneity, absence of contamination and reproducibility of the brand profile in each lot as defined in section 1004.11 of this part.

Response:

Standard Operating Procedures Overview

Redacted pursuant to N.Y. Public Officers Law, Art. 6

Attachment D, Section 7 - Quality Assurance Plans

Requirement - 1004.5(b)(4)(iv): Quality assurance plans, including but not limited to plans to detect, identify and prevent dispensing errors.

Response: Redacted pursuant to N.Y. Public Officers Law, Art. 6

Attachment D, Section 8 - Returns, Complaints, Adverse Events and Recalls

Requirement - 1004.5(b)(4)(v): Policies and procedures to document and investigate approved medical marijuana product returns, complaints and adverse events, and to provide for rapid voluntary or involuntary recalls of any lot of medical marijuana product. Such policies and procedures shall include a plan for any retesting of returned approved medical marijuana products, storage and disposal of marijuana and any manufactured medical marijuana products not passing requirements, and a requirement that adverse events and total recalls are reported to the department within twenty-four hours of their occurrence.

Response:

Product Recall

As required by the state, all medical marijuana products will undergo thorough testing by an independent laboratory prior to sale to any registered patient. Additionally, Butler Evergreen will conduct our own quality assurance testing. For this reason, any type of product recall is highly unlikely.

In the rare event that a product has been deemed unsafe for consumption either by our manufacturing facility, an independent testing laboratory or a dispensary through patient feedback, Butler Evergreen will conduct an immediate investigation to determine possible contaminants and/or the reasons for recall. Through our detailed product tracking system in BioTrackTHC, Butler Evergreen will be able to determine exactly which product was distributed allowing us to provide immediate notification to affected parties of any recall needs.

Recall Procedure - Identification of Potentially Affected Recipients

1. Obtain the most accurate and complete identification possible of all product potentially subject to recall (“Recalled Product”), including lot numbers and other serial and/or control numbers and dates of manufacture and/or processing.
2. Based on that information, consult inventory control records to determine which third parties (“Direct Recipients” aka patients and/or designated caregivers) received or potentially received any Recalled Product.

Recall Procedure - Notification

1. Within twenty-four hours (24) hours of becoming aware that a product recall is necessary, prepare written correspondence (a “Recall Letter”), on company letterhead, to each Direct Recipient and the Department. Each Recall Letter must include the following information:

- a. An accurate and complete description of the Recalled Product and any codes used to identify the Recalled Product, including a copy or image of the Recalled Product's label.
 - b. An identification of the problem with the Recalled Product and any potential health hazard(s) associated with the Recalled Product.
 - c. Instructions that, if the Direct Recipient has further distributed or potentially distributed Recalled Product, the Direct Recipient must notify the Direct Recipient's patient(s) of the recall.
2. Send all Recall Letters and Acknowledgement forms by the following three means:
 - a. United States Postal Service first-class mail;
 - b. United States Postal Service certified mail with return receipt requested;
 - c. Electronic mail and/or facsimile.
 3. Retain and file copies of all Recall Letters, returned Acknowledgements, and documents indicating successful transmission and receipt of any of the above, including all return receipts received with respect to Recall Letters, any facsimile confirmation sheets generated, and any return correspondence received from any recipients of Recall Letters.

Recall Procedure - Retrieval Of Affected Product

1. Instruct all Butler Evergreen dispensaries to immediately remove Recalled Product from stock.
2. Arrange for secure pickup by the employees of the Butler Evergreen manufacturing facility of all units of Recalled Product from each dispensary, following procedures elsewhere in this Manual for secure product transportation.
3. Catalog all serial numbers of units of received Recalled Product.
4. Mark each unit of received Recalled Product in a conspicuous location (not covering any lot, serial, or other control numbers) with a red or orange rectangular label bearing the date of receipt and the notation "RECALLED PRODUCT—DO NOT USE OR DISTRIBUTE."
5. Segregate all labeled Recalled Product in secure climate-controlled storage until Corporate Management provides further instructions.

Recall Procedure – Disposal of Recalled Product

Butler Evergreen is committed to developing and executing disposal methods that comply with Part §1004.20 of the Compassionate Care Act, which refers to standards developed by the New York State Bureau of Narcotic Enforcement in alignment with the Code of Federal Regulations 21, Part 1300 to End (which governs DEA Reverse Distributors).

As we researched these regulations and attempted to reconcile them with one another to develop a highly-compliant, maximally secure approach to product disposal, we were met with several regulatory disconnects that hindered our ability to identify a ready and able partner for and policy approach to our disposal activities. We sought an experienced contractor who is both registered federally as a Reverse Distributor with the DEA, which reflects a strong track record of ensuring strong controls throughout the disposal process, and who also could serve as an operator of a department-recognized drug take-back program located in New York. Federal prohibitions on comingling these roles for the purpose of marijuana disposal made it impossible to leverage the experience of a well-respected DEA licensee.

We have, however, been in close communication with a company who we have been assured will be positioned to provide high-caliber disposal services by applying for a Class 2 Distributor, Reverse Distributor license with the New York State Department of Health, Bureau of Narcotic Enforcement. This company will not obtain a Federal License.

We are eager to work with NYSDOH to ensure the best policies and procedures are developed for this important element of our operation, and that our partners in this effort operate in strict compliance with all relevant state and federal regulations.

From a procedural standpoint, this company will provide reverse distribution services to medical marijuana related facilities on an as needed basis, and pursuant to applicable New York State laws. In order for our facilities to be eligible for services we must first submit a customer verification form to the company so that the facilities' state licenses can be confirmed.

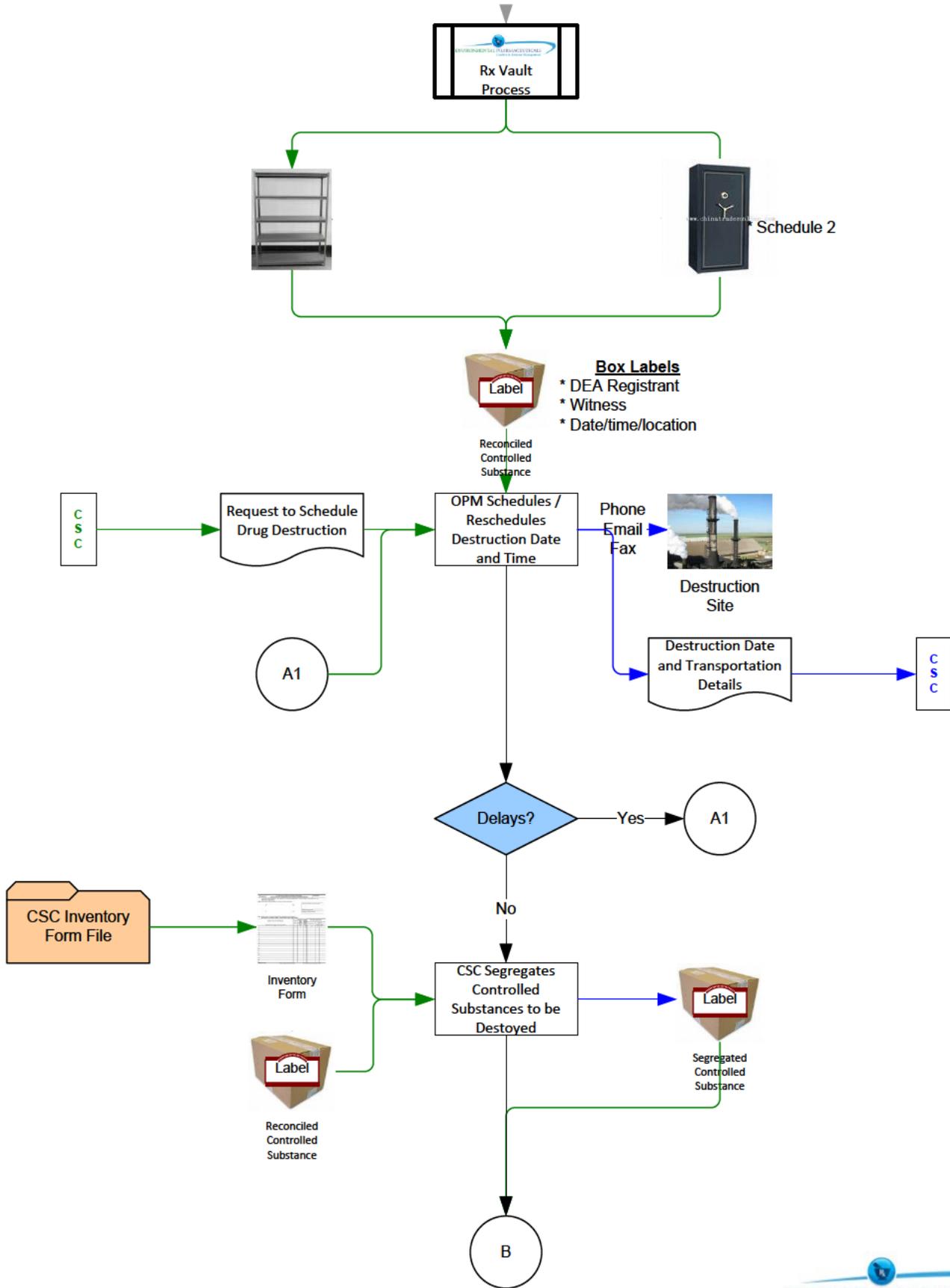
We will then submit an inventory form detailing the products identified for destruction. The company will then schedule with the facility a pick-up date and time. The product will be transported directly to a New York State approved facility for destruction. The company will utilize an independent third party to witness the destruction of the products. Once the destruction process is complete a certificate of destruction will be issued to the facility with a copy forwarded to the New York State Department of Health, Bureau of Narcotic Enforcement.

More detail on this process is detailed in the visual diagrams that follow.

Rx Destruction

Task Owner
* OPM - Operations Manager
* CSC - Control Substance Custodian
* SVP - SR, Vice President
* SME - Subject Matter Expert
* P - President

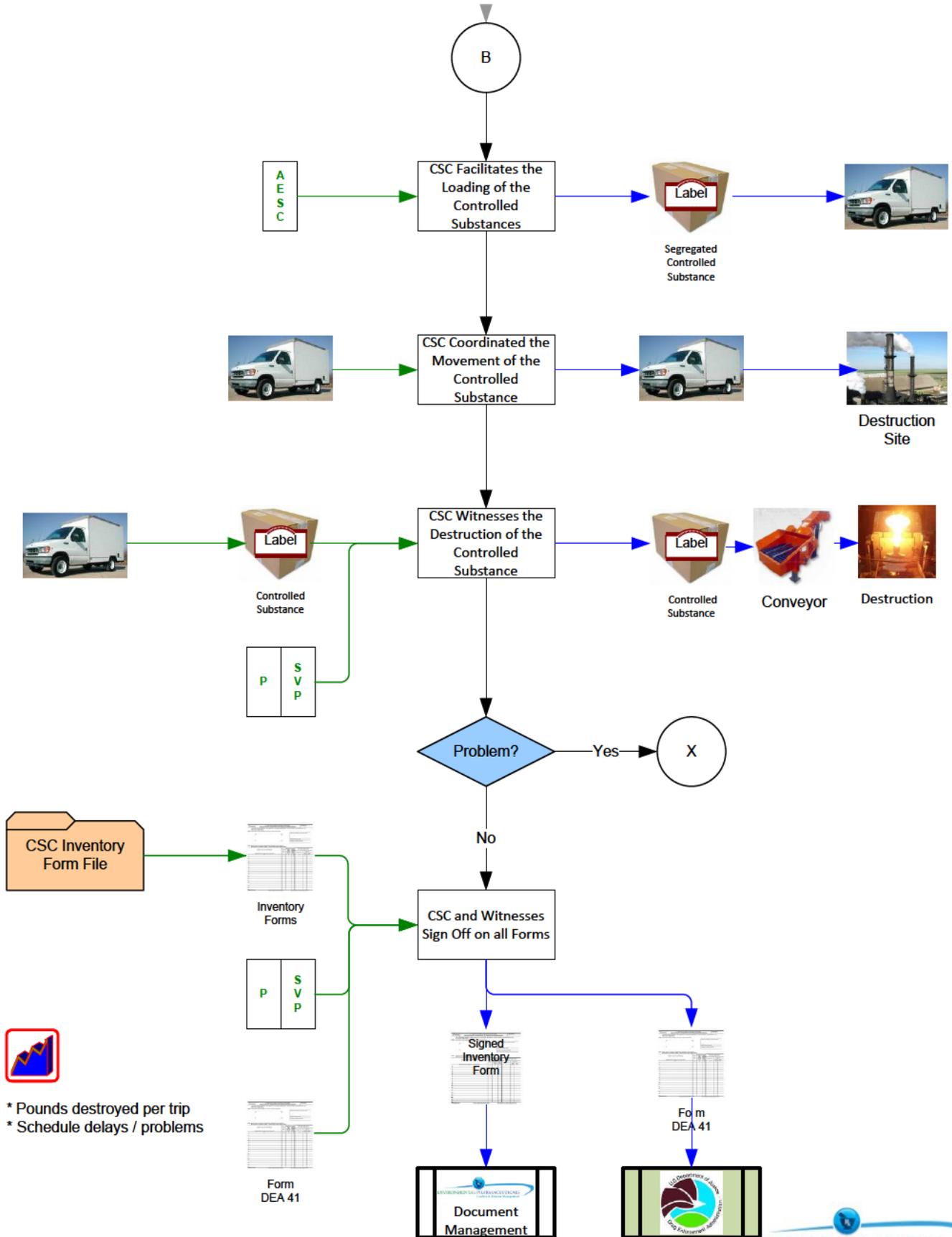
Process Coordinator: Chris Ellis



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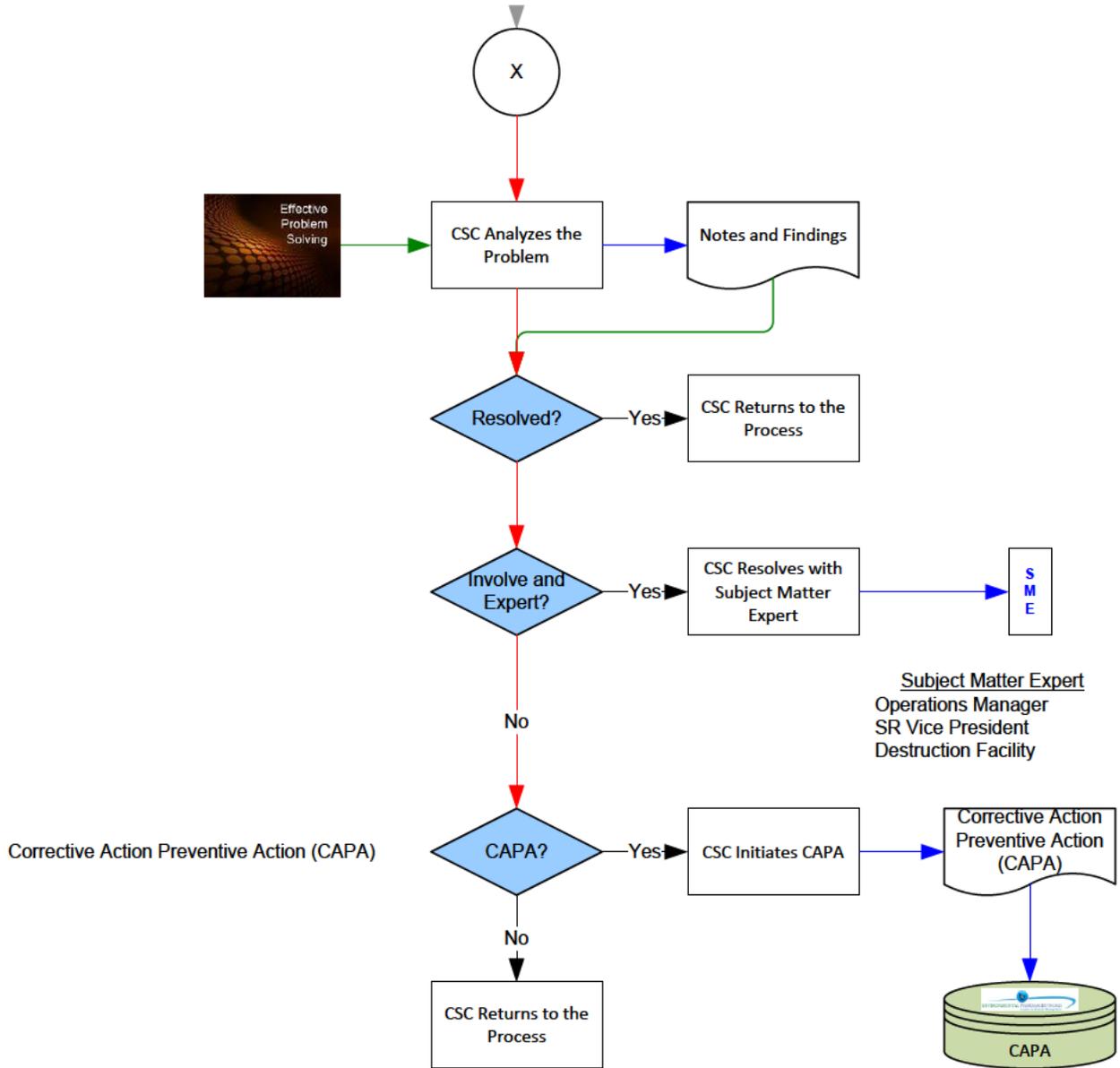


* Pounds destroyed per trip
 * Schedule delays / problems

Rx Destruction

Task Owner
* OPM - Operations Manager
* CSC - Control Substance Custodian
* SVP - SR, Vice President
* SME - Subject Matter Expert
* P - President

Process Coordinator: Chris Ellis



Attachment D, Section 9 – Product Quality Assurance

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Attachment D, Section 10 – Recordkeeping

Requirement - 1004.5(b)(4)(vii): A detailed description of plans, procedures and systems adopted and maintained for tracking, record keeping, record retention and surveillance systems, relating to all medical marijuana at every stage including cultivating, possessing of marijuana, and manufacturing, delivery, transporting, distributing, sale and dispensing by the proposed registered organization.

Response: Butler Evergreen has established comprehensive systems and procedures for tracking, record keeping, record retention and surveillance systems, relating to all medical marijuana at every stage including cultivating, processing of marijuana, and manufacturing, delivery, transporting, distributing, sale and dispensing.

Tracking

For transaction and inventory management, among other functions, Butler Evergreen plans to utilize BioTrackTHC. This software has been specifically designed to serve registered medical marijuana dispensaries and will be customized to meet the requirements for New York.

Introduction

Information management and tracking is critical to any product manufacturing organization. Butler Evergreen's BioTrack THC and other enterprise resource planning (ERP) systems will satisfy all internal operations requirements as well as all NYS Regulatory requirements. Information will be stored and available for audit and control purposes as well as to support all operational protocols relative to Horticulture, Processing and Dispensary operations. In addition, Application Program Interfaces (APIs) will be available to interface with regulatory systems as required.

Scope

The BioTrackTHC and enterprise tracking system system will capture a holistic set of data across the Horticulture and Processing operation, and track this data through unique identifiers via barcode. In addition, it will be used to capture information relative to Financials, Sales, Distribution, Security and Compliance.

Butler Evergreen will maintain an environment consisting of both electronic and paper-based records (characterized by handwritten signatures executed on paper). This hybrid system is common in FDA regulated industry where a user generates an electronic record using a computer-based system (e-batch records, analytical instruments, etc.) and physical unique IDs captured and tracked via bar-code technologies.

ERP security features will include the following controls for limiting access in an effort to deter theft, loss and diversion of marijuana and marijuana-derived product.

Butler Evergreen will use BioTrackTHC for inventory tracking from seed to sale. Butler Evergreen's Chief Operating Officer will have primary oversight of our POS system. This system will be real-time, web-based, and accessible by the Department 24 hours per day, seven days a week. The system will capture a range of required information, including:

- Lot numbers where applicable, of all materials used in the manufacturing of the approved medical marijuana product to allow tracking of the materials including but not limited to soil, soil amendment, nutrients, hydroponic materials, fertilizers, growth promoters, pesticides, fungicides, and herbicides.
- Cultivation, manufacturing, packaging and labeling production records.
- Laboratory testing results.
- Each transaction and each day's beginning inventory, acquisitions, sales, disposal and ending inventory.
- Details surrounding acquisition of approved medical marijuana products from our cultivation center.
- The disposal of medical marijuana products.

All required inventory tracking documentation will be maintained in a secure, locked location on-site for a minimum of five years from the date of the document.

BioTrackTHC allows Butler Evergreen to track individual patient purchases, and trace these purchases according to patient registry identification numbers to protect confidentiality and the dispensary's security protocols. BioTrackTHC will monitor and report, for each valid patient who purchased marijuana product from the dispensary within the last 60 days the patient's registry identification card number, card issue date, card expiration date, and any other information as may be required by the department. Any information contained within this system will not be divulged for any purpose not specifically authorized by law.

No sales will be made if our POS system or the state's medical marijuana electronic verification system are inoperative.

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- Cultivation, manufacturing, packaging and labeling production records.

- Laboratory testing results.
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No sales will be made if our POS system or the state's medical marijuana electronic verification system are inoperative.

A unique, electronic patient record will be established during the registered patient's first visit to Butler Evergreen and maintained for each qualifying patient and/or designated caregiver who obtains marijuana from the dispensary. The record will include the following information:

- The qualifying patient's name;
- The qualifying patient's date of birth;
- The name of the qualified patient's designated caregiver;
- The number of the qualifying patient's registry identification number, the date on which the card was issued, and the date on which the card will expire;
- Documentation of any patient education and support materials provided to the patient or the designated primary caregivers of the patient including a description of the materials and the date they were provided; and
- Any additional information the department may require.

Each time an approved medical marijuana product is dispensed, Butler Evergreen will electronically file record of this event with the department, utilizing a transmission format acceptable to the department. All records will be transmitted not later than 24 hours after the marijuana was dispensed to the certified patient or designated caregiver.

The information filed with the department for each approved medical marijuana product dispensed will include but not be limited to:

- A serial number that will be generated by the dispensing facility for each approved medical marijuana product dispensed to the certified patient or designated caregiver;
- An identification number which shall be populated by a number provided by the department, to identify the registered organization's dispensing facility;
- The patient's name, date of birth and sex;
- The patient's address, including street, city, state, zip code;
- The patient's registry identification card number;
- If applicable, the designated caregiver's name and registry identification card number;
- The date the approved medical marijuana product was filled by the dispensing facility;
- The metric quantity for the approved medical marijuana product;
- The medical marijuana product drug code number, which shall be populated by a number provided by the department, to represent the approved medical marijuana brand that was dispensed to the certified patient or designated caregiver, as applicable;
- The number of days supply dispensed;
- The registered practitioner's Drug Enforcement Administration number;
- The date the written certification was issued by the registered practitioner; and
- The payment method.

When applicable, Butler Evergreen will file a zero report with the department, in a format acceptable to the department. The zero report will document that approved medical marijuana product was not dispensed by Butler Evergreen during the relevant period of time. A zero report will be submitted no later than 14 days following the most recent previously reported dispensing of an approved medical marijuana product or the submission of a prior zero report.

In addition to patient purchases, any attempt to acquire medical marijuana that was unsuccessful will also be documented within the patient record. The entry for failed attempts to acquire medical marijuana by the patient or designated caregiver will include the date, name and registration identification number of the individual who requested the medical marijuana, and Butler Evergreen's reason for refusing to provide medical marijuana.

Record Keeping

Business Records

Butler Evergreen will use BioTrackTHC as our POS System. This system is designed to collect data associated with business management including assets, liabilities, monetary transactions, and the like. BioTrackTHC keeps a real-time record of all processes within the dispensary. Detailed, refined reports may easily be configured to produce the information required by management or upon inspection by state and local regulators.

BioTrackTHC features password protection and unique codes that will be used as electronic signatures. Records will be kept of all logins and records created or edited during that login time.

Any paper records will be retained and stored for a minimum of five years from the date of the document in locked cabinets with access limited to the Dispensary Services Director and Chief Operating Officer. Any hard-copy information not stored will be shredded and disposed of in a secure receptacle.

Butler Evergreen will retain:

- Corporate by-laws
- Consents
- Operating procedures
- Inventory records, policies and procedures
- Security Records
- Audit records
- Staffing plan
- Business records, including: assets and liabilities; monetary transactions; written or electronic accounts that shall include bank statements, journals, ledgers and supporting documents, agreements, checks, invoices and vouchers; and any other financial accounts reasonably related to the dispensary operations.
- All other required documents

Patient Records

As described above, a patient record will be established during a patient's first visit to the dispensary and maintained for each qualifying patient who obtains medical marijuana from our dispensaries. All entries made to the qualifying patient record will be dated (date and time) and signed (electronically) by the registered dispensary agent making the entry, and will include that agent's identification number. An entry within the patient record will be made to reflect each purchase, denial of sale, and education educational materials provided.

Each time an approved medical marijuana product is dispensed, Butler Evergreen will electronically file record of this event with the department, utilizing a transmission format acceptable to the department. All records will be transmitted not later than 24 hours after the marijuana was dispensed to the certified patient or designated caregiver.

In order to comply with HIPAA guidelines and industry standards, Butler Evergreen will implement and practice the required privacy and security policies in order to ensure the electronic patient health information remains secure. Butler Evergreen will utilize BioTrackTHC software – an encrypted, secure electronic patient database that is strictly controlled and continually backed up to store required patient records. Butler Evergreen will take a comprehensive approach to protecting electronic patient data.

The Patient Care Manager will be responsible for determining access to the patient database. Our staff will receive in-house training from the Patient Care Manager on the privacy policy and procedures to ensure maintenance of patient confidentiality and proper handling of individual medical data in compliance with HIPAA. Only registered organization employees who have been trained on privacy and recordkeeping policy and procedures will have access to patient records.

All systems accessed by registered organization employees will be password protected. In addition, each registered organization employee will be assigned a unique code that will be used as his/her electronic signature. A record will be kept of all logins and records created or edited during that login time. Any paper documents that require retention will be stored in a locked cabinet with access limited to the Patient Care Manager and Dispensary Operations Director. Any hard-copy information not stored will be shredded and disposed of in a secure receptacle. In compliance with state law, upon request of a patient, the patient's designated caregiver if applicable, and/or the patient's practitioner, this facility must provide a patient-specific log of medical marijuana products that includes brand, administration form, dosage, dates dispensed, and any return of product. The BioTrackTHC functionality allows us to custom create tools to ensure compliance with applicable state laws. To this end, we have created a Patient Purchase Log report that is accessible to authorized employees under the supervision of the Patient Care Manager.

Employee Records

Butler Evergreen will use BioTrackTHC to maintain employee records, including hire date, dispensary agent ID number, date of birth, address, fingerprints, resume, and photograph as well as information regarding training and completion of required human resources documents.

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Redacted pursuant to N.Y. Public Officers Law, Art. 6

Attachment D, Supporting Documents

Butler Evergreen has provided here several supporting documents which provide additional information on key points of our operations plan.

Butler Evergreen has developed a business plan that articulates several key elements of its approach to creating and operating world-class facilities, including background information on its principals, partners, and organizational structure. This business plan is attached here for consideration as a supporting document.

Supporting Documents: Business Plan

BUTLER EVERGREEN BUSINESS PLAN

May 27, 2015

Business Summary

Created in November 2014, Butler Evergreen, LLC has brought together a world-class team of experts to design, construct and operate a state-of-the-art, patient-focused medical marijuana company based in Wolcott, New York. Butler Evergreen was founded by Scott Marshall, the current President and CEO of Marshall Farms Group (MFG), a New York State-based company founded in 1939. MFG is a leading supplier of products to the biomedical research industry, domesticated pet industry and food additives industry. Mr. Marshall seeks to leverage his business experience in controlled-environment agriculture and executive management of a global enterprise to position Butler Evergreen as New York's premier producer and distributor of medical-marijuana-based products.

Mr. Marshall's MFG-related business enterprises bring to Butler Evergreen vast experience in indoor agriculture, physical security, biosecurity and product distribution, all serving the medical and food industries. Butler Evergreen has partnered with other top experts in the fields of controlled-environment agriculture, medical cannabis processing, secure dispensing and medical research. Its strategic partners include two prominent marijuana consulting firms: Arizona-based 4Front Advisors (4Front), which will provide dispensary specific intellectual property and ensure regulation compliance, and Washington State-based Calyx King Consulting (CKC), which will be responsible for designing and maintaining the marijuana cultivation and processing center. Both consultants are working with Butler Evergreen exclusively in New York State.

Upon licensure, Butler Evergreen will begin production and processing of medical marijuana at the highly secure facility in Wolcott, New York. All growing, processing and administrative facilities will be housed in the Wolcott facility, which was formerly the Electromark manufacturing facility before the plant was closed last fall. This 82,050 square foot facility is ideally located in Wayne County and well placed to service Butler Evergreen's four marijuana dispensaries located in Western and Central New York.

Butler Evergreen will use state-of-the-art processing and an onsite laboratory to ensure product quality and precise cannabinoid composition. With a product line that will meet all New York State Department of Health (NYDOH) requirements for brands and forms, Butler Evergreen will be ready to distribute medicines to certified patients beginning January 1, 2016.

Built on the existing experience of Scott Marshall and the Marshall family, and adding to that top experts in the fields of indoor agriculture, cannabis production, processing and distribution, Butler Evergreen has assembled the best team possible and is positioned to become a world leader in the production of medical-marijuana-based medicines.

Operational Overview

Based on communications from NYDOH, it is anticipated that medical marijuana licenses will be issued to registered organizations in July 2015. Butler Evergreen is positioned as a shovel-ready project and anticipates execution of Phase 2 construction activities immediately upon issuance of the license, unless otherwise directed by NYDOH. Butler Evergreen intends to renovate the primary facility in Wolcott, New York and the four dispensary facilities simultaneously.

To secure this timeline, Butler Evergreen has contracted with C&S Companies (C&S), a full service architectural and engineering firm with primary offices in Syracuse, New York. C&S has significant experience with the design and construction of complex, multi-million dollar projects. The C&S team has worked closely with CKC and 4Front on the design of the primary cultivation and processing (manufacturing) facility, as well as the four dispensary facilities. C&S is prepared to construct and renovate these facilities to be fully operational by the NYDOH deadline of January 1, 2016.

Marijuana requires time to grow, and while Butler Evergreen will employ state-of-the-art horticultural practices, no amount of science can rush Mother Nature. Typical growth times for marijuana plants are between three and four months. NYDOH has indicated that there is no restriction with regard to acquisition of plant genetics. Tissue culture is the preferred propagation method, rather than seed or clone propagation, due to faster growth times and superior plant genetics. It should also be noted that transportation of tissue culture is not federally illegal, as tissue culture samples do not meet the classification requirements of plants. Butler Evergreen intends to acquire plant genetics via tissue culture to begin initial propagation.

Taking into account the mandated fully operational date, Butler Evergreen anticipates marijuana cultivation to begin on September 1, 2015. Marijuana cultivation activities will be overseen by Cultivation Operations Director Clay Germano. Butler Evergreens' marijuana manufacturing facilities have been designed to ensure a one-year supply of all brands and forms of approved medical marijuana

Medical marijuana processing via CO₂ supercritical extraction and in-house laboratory analysis is anticipated to commence on or about December 1, 2015. Five brands of medicine would be processed into oil for vaporizing, tincture for sublingual administration, and pills for oral administration. Processing and extraction will be overseen by Alex Parisi, Extraction Operations Director. C3 Labs, LLC has been retained to work with Butler Evergreen leadership to identify and hire a qualified and experienced Laboratory Director.

All brands and forms of approved medical marijuana products would likely be packaged and ready for shipment by December 31, 2015. Butler Evergreen anticipates stocking all four dispensaries just prior to opening for operations on January 1, 2016. (For security

reasons, no formal information regarding product shipping dates, times, or methods can be provided.)

Butler Evergreen is designed to grow, process, package, and distribute very exact quantities of medical marijuana based on patient counts and demands. Production and inventory can be closely tracked and adjusted to meet changing demand.

As the NYDOH will initially license five registered organizations with four dispensaries each, it is not anticipated that the Central New York, Western New York, Southern Tier, and Finger Lakes regions will have multiple registered organizations. As such, traditional competition will be limited. There may be some “splitting” of the market with registered organizations operating dispensaries to the east of Syracuse (e.g., Utica or Albany), or to the northeast and southeast of Binghamton (e.g., Utica or the Hudson Valley); however, the limited accessibility will allow Butler Evergreen to closely monitor and predict patient numbers and demand.

Facilities

Through a holding company, Huron Evergreen, LLC (HE), the Marshall family has purchased the former Electromark facility in Wolcott, New York. Huron Evergreen will enter into a triple net lease with Butler Evergreen for the entire 82,050 square foot facility and all adjacent property and buildings. Butler Evergreen intends to convert the property into a world-class controlled environment agriculture facility with the highest levels of physical and biological security.

The Butler Evergreen manufacturing facility will house cultivation space, CO₂ extraction processing, packaging, and a product testing and analysis laboratory for the secure manufacture of marijuana derived medicine in concentrated forms as prescribed by the NYDOH. This facility will be capable of growing marijuana and transforming raw marijuana plant material into tinctures, oils, pills, and other approved forms. Final products will then be packaged and securely stored on-site while awaiting shipment to dispensary locations.

The facility’s location in the Finger Lakes region, halfway between Rochester and Syracuse, is ideal for efficient shipment to Butler Evergreen’s dispensary locations in Buffalo, Rochester, Syracuse, and Binghamton. The building was initially built in 1970 and was expanded in 1991, 1993, and 2003 to its current configuration of 10,540 square feet of office space and 67,910 square feet of manufacturing space, with an additional 3,600 square foot detached storage facility built in 1996.

The robust and well-maintained infrastructure will allow for reduced cost of facility conversion. Typically, with controlled environment agriculture, electrical and HVAC costs are considerable. With an existing 3600 AMP electrical service and 228 ton HVAC, considerably fewer upgrades will be required. The Electromark building has been well maintained and is suited to both physical and biological security upgrades.

CKC is the primary design team for facility conversion. Butler Evergreen has retained the services of C&S for architectural, code compliance, and design/build services. CKC is working closely with C&S, as well as additional firms in security, laboratory design, and equipment procurement, to ensure the creation of a state-of-the-art facility.

Butler Evergreen retained the services of Cushman and Wakefield Pyramid Brokerage Company to identify and facilitate the acquisition of retail properties for marijuana dispensaries. Cushman and Wakefield Pyramid Brokerage is the largest commercial real estate agency servicing upstate New York. NYDOH rules and regulations prescribe that dispensary locations shall be geographically dispersed to facilitate efficient access to all patients. Butler Evergreen has identified properties in the Buffalo, Rochester, Syracuse, and Binghamton regions. This area represents 4.05 million residents or roughly 20% of the state population.

Management

One of Butler Evergreen's key strengths is the quality of the management team we have assembled. This team brings a diverse mix of experience and knowledge to ensuring Butler Evergreen operates as a best-in-class organization. This team includes a CEO with a strong track record of managing complex, highly regulated, successful businesses in New York; a respected pharmacist who will ensure excellence and compliance in all dispensary operations; a skilled cultivation operations director with years of experience in the good agricultural practices to cultivate only the highest quality medical marijuana; and a to-be-determined quality assurance officer who will oversee the organization's practices and procedures to ensure only the best products are made available to patients.

Scott Marshall, Chief Executive Officer. As [REDACTED]
[REDACTED]), [REDACTED] Mr. Marshall's experience places Butler Evergreen at the forefront of companies seeking licensure in New York.

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the knowledge necessary to be successful in the strictly controlled world of marijuana cultivation and processing. Mr. Marshall holds a BS degree in applied economics and management from

Cornell University and a MBA from the Simon School of Business at the University of Rochester.

Ken VanFleet, Chief Security Officer. Mr. VanFleet honorably served the United States Army (RC) from 1988 to 1996 as a Combat Engineer Instructor and a Civil-Affairs Security Team Member. With sixteen years of experience in private security and law enforcement, Mr. VanFleet is noted for his experience with physical security, German Shepherd K-9 units, site vulnerability assessments, and armed guard training.

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Further enhancing security protocol, Mr. VanFleet oversees a New York State of Criminal Justice Services-licensed security guard school with two Instructors/Supervisors on staff.

Chuck Wetmore, Chief Financial Officer. Mr. Wetmore graduated in 1984 from the State University of New York at Oswego with a BA in economics. Mr. Wetmore worked

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development of Butler Evergreen, overseeing early-stage market analysis, business plan development, and pro-forma financial projections. As an experienced CFO of a global enterprise, Wetmore is excited to guide Butler Evergreen to profitability while ensuring excellent patient care.

Mark Doherty, Chief Operating Officer. [REDACTED]

[REDACTED] Mr. Doherty holds an MBA and BS in business management from the State University of New York Institute of Technology and an AAS in hotel restaurant management from Paul Smith's College. [REDACTED], Mark will assume the role of COO of Butler Evergreen.

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Mr. Doherty has served as the project manager for Butler Evergreen since its inception, overseeing all aspects of development, including business plan development, financial modeling, strategic partner acquisition, contracting, and property development. Mr. Doherty is well-positioned as a member of the leadership team to facilitate Butler Evergreen's vision of becoming a nationally-recognized leader in medical marijuana product development and distribution.

Steve Moore, Pharm D., Dispensary Services Director. Mr. Moore currently advises Butler Evergreen as a member of the Advisory Board, assisting with pharmaceutical best practices, dispensary operating procedures, patient interactions, and New York State regulatory compliance. After the license process, Mr. Moore will transition to the role of Director of Dispensary Services. Butler Evergreen believes that due to the unique requirement by NYDOH that dispensaries may only operate with the presence and direction of a licensed pharmacist, the operation of these facilities is best served by an accomplished pharmacist with experience managing multiple sites.

A 2004 graduate of Rutgers University
a practicing pharmacist for ten years

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Butler Evergreen is particularly excited to work with Mr. Moore as he is an expert in compounding, the creation of a particular pharmaceutical product to fit the unique need of a patient. Mr. Moore also brings the knowledge and experience required to ensure that Butler Evergreen will fully comply with all New York State laws and regulations regarding reporting, dispensing, and patient interactions, including the New York State Prescription Monitoring Program (PMP)/I-STOP and HIPAA.

Clay Germano, Cultivation Operations Director. Mr. Germano's commitment to health and wellness started at age [REDACTED] when he became a member of the American Red Cross Volunteer Life-Saving Corps in Jacksonville Beach, Florida. More than twenty years later, he remains a member in good standing. During those twenty years, Mr. Germano has both broadened and deepened his interest in human health.

Mr. Germano's education began with an Associate of Arts degree from Georgia Southern University (1996). As a result of his rewarding apprenticeship in the Botanical Gardens, he chose to pursue and expand his passion for organic agriculture. As his C.V. demonstrates, Mr. Germano accrued a wide foundation of understanding and experience

in outdoor and indoor horticultural techniques and continues to hone his skills and practical wisdom.

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Mr. Germano has internalized these capacities, Mr. Germano has managed operations and staff in all stages, from the build-out of the facility through multiple harvests and through wind-down of the facilities as well. He has continued to stoke his passion for plant genetics and breeding, and he has refined his skills in tissue culture propagation as the ideal form for preservation of valuable genetics with minimal risk of contamination or damage.

Mr. Germano has further leveraged his experience in horticulture and operations management as a consultant to various medical or licensed adult-use marijuana enterprises in states with recently passed marijuana laws. In this capacity, he has designed, built, and executed multiple production/processing and retail/dispensary facilities, while working directly alongside contractors, vendors, and subcontractors to design facilities' HVAC, electrical, and irrigation systems necessary to produce high-quality plants and medicine.

Alex Parisi, Extraction Operations Director. Mr. Parisi thrives in this industry because he loves the activity at the core of the business: the guided growth of a complex biological system to yield a high-quality plant and product. Alex holds a BS in micro-molecular biology from the University of Central Florida, which afforded him hundreds of hours in academic research labs. Mr. Parisi's hours in laboratories have amplified education into expertise in cell and systems biology, plant ecology, genomics, physiology, and histology, microbiology, microbial genomics and genetics, organic chemistry, and biochemistry.

Mr. Parisi instills his passion for the science and art of marijuana ecology and cannabis processing into those that he trains and manages. High-quality product can only come from high-quality processes; given the complexity of the systems involved, compromise or carelessness can result in real and substantial losses. Mr. Parisi is dedicated to showing others the safe and sound way of achieving their product vision. His best-practice methodology ensures that staff not only dutifully execute the correct steps, but also understand what those steps entail and why they are in place.

Mr. Parisi is fortunate that his experience has led major equipment manufacturers to seek his expertise and input in the design, development, and distribution of cutting-edge technologies—a privilege that enables him to stay at the front edge of the industry and deliver sourcing options and cost-savings to his employers.

Advisory Board

Butler Evergreen has formed an Advisory Board comprised of industry experts in health care, pharmaceuticals, security, addiction treatment and psychology. The Board is designed to provide Butler Evergreen leadership with experience and guidance in those respective fields, and to ensure best practices, patient focused care, and high efficiency of operations.

Luke Peppone, Ph.D. [REDACTED]

[REDACTED] Dr. Peppone earned his doctoral degree in epidemiology and community from Social and Preventative Medicine at SUNY Buffalo.

Dr. Peppone's research focuses on the use of nutritional supplementation and exercise to treat the symptoms and side effects of cancer and its related treatment. Nutritional supplements of interest for Dr. Peppone's research include vitamin D, omega-3 fatty acids, and guarana. Forms of exercise of interest for Dr. Peppone's research include aerobic activity, resistance training, yoga, and Tai Chi. Dr. Peppone has investigated various side effects including cancer-treatment-induced bone loss, arthralgias, fatigue, cognitive difficulties, and sleep problems.

Dr. Peppone has authored or co-authored more than thirty peer-reviewed journal publications. He is also an ad-hoc reviewer for more than ten journals. Dr. Peppone gives frequent guest lectures at the University of Rochester. He is also very involved with the cancer advocacy community and has given numerous local and national presentations on a variety of cancer related topics. Dr. Peppone will help guide Butler Evergreen in the areas of new product development, product efficacy and patient care. Dr. Peppone will also work with Butler Evergreen to identify and develop potential institutional research opportunities in the field of cannabinoid and terpene therapy.

Mike Coughlin Redacted pursuant to N.Y. Public Officers Law, Art. 6

Mr. Coughlin attended St. Louis University, where he received a BS in physics, and Ohio State University, where he received a BS in Public Accountant

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Mr. Coughlin serves on various pharmacy industry advisory boards and leadership programs. He speaks to industry groups and is frequently quoted in the press on subjects ranging from pharmacy automation to business development. As an Advisory Board member, Mr. Coughlin will ensure Butler Evergreen's compliance with all rules and regulations pertaining to prescription dispensing and reporting, including the New York

State Prescription Monitoring Program (PMP)/ISTOP. Mr. Coughlin will also advise and assist Butler Evergreen leadership with dispensary efficiency, workflow, and patient care matters.

Mo Therese Hannah, Ph.D. [REDACTED]

[REDACTED], Dr. Hannah is a licensed New York State psychologist practicing with older adolescents and adults. [REDACTED]

[REDACTED]. Her clinical and research interests revolve around couples therapy, intimate partner violence, and transpersonal psychology. Dr. Hannah serves as the editor of Family and Interpersonal Violence Quarterly, and has published seven books and numerous chapters and articles. In 2004, she co-founded, and continues to serve as Chair of, the annual Battered Mothers Custody Conference.

Dr. Hannah will advise Butler Evergreen leadership in the area of patient/client support services, working with other members of the Advisory Board to develop compassionate interaction protocol at the dispensary level. Dr. Hannah will also play a key role in the design, development, and implementation of the educational and support services that will be offered through Butler Evergreen to new patients, existing patients, caregivers, and family members. Dr. Hannah supports Butler Evergreen's intention to supply critically ill New York residents with safe, all-natural medicine and illness-specific support around cannabinoid therapy.

Brooke McAuley, BA, MSW, CAC III. Ms. McAuley has over ten years of experience practicing traditional psychotherapy, clinical processes, and holistic healing in a variety of settings. Ms. McAuley's philosophy is to dig deep, plant seeds, foster growth, and create change. Equipped with traditional tools, Ms. McAuley is a progressive thinker who utilizes transformational coaching techniques in working with clients' personal dynamics. She believes that coaching and therapy are not mutually exclusive. When used together, they can best get to the source of core issues while focusing on action, accountability and follow through for optimal results.

[REDACTED] because she believes there is a missing link between conventional psychotherapy and personal development. She uses tools such as Cognitive Behavioral Therapy (CBT), Dialectical Behavioral Therapy (DBT) and Narrative Therapy. She combines these therapies with a unique transformational coaching style to create deep-shifting and lasting transformation. Ms. McAuley has a BA in psychology from Augusta State University, a MSW from the University of Denver, is a Certified Addictions Counselor III, and is trained as a Life Coach. Ms. McAuley has extensive experience working with children, adolescents and adults.

As an Advisory Board member, Ms. McAuley provides a unique therapeutic perspective, particularly in the area of addiction recognition and treatment. As a practicing addiction therapist in Denver, Colorado for the past ten years, Ms. McAuley has experience treating clients in a state which legalized medical marijuana in November 2000. This expertise

and insight is critical as Butler Evergreen strives to serve patients in New York. Ms. McAuley will advise Butler Evergreen leadership in the area of patient/client support services, while working with other members of the Advisory Board to develop compassionate interaction protocol at the dispensary level. Ms. McAuley will also play a key role in the design, development, and implementation of the educational and support services that will be offered through Butler Evergreen to new patients, existing patients, caregivers, and family members. Ms. McAuley supports Butler Evergreen's intention to supply critically ill New York residents with safe, all-natural medicine and illness-specific support around cannabinoid therapy.

David Kent

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Mr. Kent specializes in developing and managing operational risk-based programs for

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Mr. Kent was the first security professional on the Board of Directors for the National Association for Biomedical Research, and currently serves on the board of the Massachusetts Society of Medical Research. He is the founding chairman for both the International Biotechnology Industries Organization's Security Committee and the Massachusetts Biotechnology Council Security Committee. He consults pro-bono for start-up and small biotech companies.

Active in international professional associations and public/private partnership security initiatives, Mr. Kent received CSO Magazine's 2006 Compass Award for visionary leadership in the security field. He is a frequent speaker on organizational security and holds a master's degree in management and BS in criminal justice.

As a member of the Advisory board Mr. Kent will support Butler Evergreen leadership in ensuring best practices and state-of-the-art equipment and procedures are employed at all levels to ensure the safety and security of products, people, and facilities.

Political and Local Stakeholder Consensus

The Marshall family is well-known and highly respected in New York State. Scott Marshall, [REDACTED]

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Due to the strong ties and history of the Marshall family, Butler Evergreen has received an outpouring of support from local political leaders and community members. This support has taken many forms, including a resolution of support from the Wayne County Board of Supervisors. Recently, New York State Assemblyman Bob Oaks joined Town of Wolcott Supervisor Kim Park, Village of Wolcott Mayor Chris Henner, and several local residents to speak on behalf of the Marshall family and Butler Evergreen at a widely covered press conference.

MedCann Advisors, PC Public Affairs, and Ostroff Associates have worked with political leaders and other stakeholders in the regions of Buffalo, Rochester, Syracuse, and Binghamton to educate them about Butler Evergreen's desire to open dispensaries in their municipalities. At one recent meeting in the Town of Dewitt (a suburb of Syracuse), MedCann Advisors' Mark Doherty was initially met with reserved skepticism. However, after hearing the presentation regarding Butler Evergreen, those in attendance agreed that Butler Evergreen would be a welcome business in the Town of Dewitt. It was agreed that all necessary approvals from zoning, code enforcement, and other agencies would be granted. Similarly, leaders in the communities of Henrietta, Cheektowaga, and Vestal, New York, have all met the Butler Evergreen plan with approval.

Strategic Partnerships

A factor important to success in New York State will be alignment with companies who are thriving in mature legal marijuana markets such as Colorado, Arizona, and Washington, as well as those who have successfully navigated the licensing and implementation process in more recent legal marijuana markets such as Massachusetts, Nevada, and Illinois. However, the legal marijuana industry in the U.S. has only recently emerged. Many industry leaders have noted that this recent emergence has resulted in a lack of professionalism within the now legal industry. This is particularly true of firms which may represent themselves as marijuana consultants. In response, Medcann developed a strict process to analyze and assess potential strategic partners, which included a formal request for information, mutual confidentiality agreements, request for proposal, expense assessment, and contract negotiations.

As a result of this process, Butler Evergreen has exclusively contracted with top performing marijuana consulting firms in the U.S with substantial expertise in operating and advising best-in-class medical marijuana dispensaries to support Butler Evergreen's operations. These organizations include: 4Front Advisors, Calyx King Consultants, C3 Labs, and Sorensen, Wilder & Associates (SWA).

4Front Advisors' primary focus will be dispensary management, while Calyx King Consultants will have responsibility for marijuana production, processing, and packaging. C3 Labs will consult on laboratory processes, procedures, and operations. SWA will

provide support in all security matters. This team of experts, combined with the Butler Evergreen team, will provide the company with a significant competitive advantage in the marketplace. Background information on these firms is provided here.

4Front Advisors provides unparalleled support and access to the best practices and people within the rapidly evolving cannabis industry. 4Front is committed to providing advanced levels of professionalism and integrity, working only with those who wish to operate a best-in-class cannabis organization.

4Front has developed the most comprehensive set of operating policies and procedures available by leveraging the best practices of leading dispensary operators. 4Front has invested heavily in its support capabilities to ensure clients are operating most efficiently, while maintaining compliance with local regulations. These solutions have been developed according to principles followed by some of the country's most successful retail chains, and tailored to the cannabis industry.

The talents of the 4Front Advisors team demonstrate a breadth of industry and professional experience. The team is intentionally multifaceted with expertise in legal compliance, legislative policy development, retail and business operations, project management, and retail training. The team has been intimately involved in the day-to-day operations of two of the nation's premier medical cannabis dispensaries.

Collectively, 4Front's team has decades of business consulting experience supporting clients in designing and opening businesses in industries including retail, healthcare, manufacturing, service and hospitality, including opening high-end properties for Starwood Hotels & Resorts Worldwide (parent company of Westin, Sheraton, St. Regis, and W hotels, among others).

4Front's staff brings an unrivaled level of experience to help leading-edge medical cannabis dispensaries design, develop, execute, and manage training and operations. Its staff has created training and operations protocols for organizations ranging from small start-up companies to multi-million dollar corporations including Old Navy, Wendy's, and Einstein Bros. Bagels, and served as training general manager for Hillstone Restaurant Group (the gold standard for restaurant industry training and execution).

And together with its business experience, 4Front provides considerable experience to positively impact communities. Its staff has worked with public and private developers and with local redevelopment agencies to build new businesses, create jobs, and increase the vitality of commercial corridors in inner-city neighborhoods. Team members have designed and implemented significant social service initiatives within highly regulated industries in consultation with policymakers, business leaders, educators, regulatory bodies, and local stakeholders.

Within the medical cannabis industry, 4Front brings together leaders from some of the most reputable and successful dispensaries from around the country in order to define a

new level of excellence for medical marijuana operations. Its team includes the former executive director of the San Francisco Patient and Resource Center, a model dispensary in California that offers high-quality medicine and a wide range of free and low-cost health services to the surrounding community, as well as the former director of services for CannBe, an organization which developed many of the best practices for the industry as a whole. The company website is www.4frontadvisors.com.

The second firm, **Calyx King Consulting (CKC)**, with offices in Seattle, provides world-class cultivation and marijuana processing skills, knowledge, and expertise. The CKC team is comprised of experts in architecture, management, law, chemistry, branding, land-use/zoning, biology, and marijuana-specific horticulture. CKC has designed and constructed numerous commercial scale marijuana grow facilities in several states. Their high level of engineering and design expertise allows for rapid development of all necessary drawings, diagrams, and schematics for application development and shovel-ready build out. CKC also provides thoroughly vetted intellectual property in the form of standard operating procedures and other management tools for the successful cultivation, processing, and packaging of marijuana and marijuana-derived products. The company website is www.calyxking.com.

NYDOH rules and regulations for medical marijuana are the strictest in the nation, providing for very specific brands and formulations of products, as well as THC and CBD levels within said products. The law mandates approved third-party testing of medical marijuana products for cannabinoid content and contaminants, but does not mandate in-house testing. No medical marijuana producer will be able to meet these requirements without an in-house laboratory, capable of cannabinoid, terpene, and product safety analysis. Butler Evergreen has partnered with C3 Labs, LLC to provide design, training, and start-up services in this regard. The ability to decombine and recombine raw cannabinoids into final product formulations will place Butler Evergreen in a position of leadership in New York and nationally.

C3 Labs is dedicated to assisting the cannabis industry to reach and maintain the highest level of safety and effectiveness in its medicinal products. Combining over twelve years of hands-on analytical expertise working in the pharmaceutical and petrochemical industries with seven years of experience consulting to the FDA, USDA, and EPA, as well as the companies regulated by these agencies, gives C3 Labs the experience necessary to raise the standards for medicinal and nutraceutical cannabis products. The company website is www.c3analytical.com.

Modern state-of-the-art analytical and formulation facilities are the backbone of any medical marijuana product development effort. C3 Labs, LLC has been contracted to provide design, construction oversight, equipment, and training for the in-house laboratory at Butler Evergreen. C3 Labs has identified the technologies necessary to effectively products that show consistent quality and efficacy. C3 Labs will equip Butler Evergreen with the best tools and expertise to create well-characterized, reproducible, safe, efficacious, properly-labeled, and technologically-advanced medical marijuana

products. This relationship will allow the in-house Butler Evergreen laboratory staff to ensure compliance with NYDOH regulatory requirements. The company website is www.c3analytical.com.

Applied DNA Sciences (ADNAS) delivers anti-counterfeit solutions, supply chain protection, brand authentication, and evidentiary solutions for law-enforcement like no other. ADNAS's unique applications combat product diversion and offer award-winning programs against cash-in-transit crimes, all using the proven forensic power of DNA. With impenetrable taggants, high-resolution DNA authentication and comprehensive reporting, botanical DNA-based technologies deliver the greatest levels of security, deterrence and legal recourse strength.

Butler Evergreen has established a relationship with ADNAS which is exclusive through the application phase. ADNAS will supply Butler Evergreen with SmokeCloak© DNA technology in the manufacturing and dispensary facilities. This product is not only capable of disarming and deterring would-be attackers, but also marks intruders with traceable DNA, assisting in capture, arrest, and prosecution. Butler Evergreen will also employ ADNAS cash and valuables in transit technology to secure and mark all deliveries and cash removals. Furthermore, all Butler Evergreen marijuana products can be phenotyped and/or securely marked with DNA, creating the highest level of "seed-to-sale" tracking ever employed in the legal marijuana industry. The company website is www.adnas.com.

Developing and providing pharmacy solutions that address 100% of the prescription fulfillment process, **ScriptPro** is the industry and world leader in pharmacy automation. ScriptPro is dedicated to producing pharmacy software and technology to advance the pharmacy industry.

With the inclusion of Mike Coughlin on the Advisory Board, Butler Evergreen is uniquely positioned to leverage the knowledge and experience of [REDACTED], [REDACTED],

This knowledge and experience is invaluable in New York State as the medical marijuana rules and regulations are heavily based on the controlled substances law; Public Health Law Article 33. The design of the New York State medical marijuana law requires that companies be capable of reporting, and other requirements, including the New York State Prescription Monitoring Program (PMP)/I-STOP requirements, that are beyond the scope of traditional marijuana "seed-to-sale" technologies. While we are hopeful that BioTrackTHC will be designed to provide reliable interaction with I-STOP, Mr. Coughlin and ScriptPro also can ensure Butler Evergreen's compliance with all necessary regulations. The company website is www.scriptpro.com.

Butler Evergreen has contracted with **C&S Companies** for architectural, engineering and construction services. Founded in 1968, the C&S Companies are known nationwide for client-focused engineering, architecture, planning, environmental, and construction

services. The diversity of C&S's services is unique in the industry, with professionals in a wide range of specialized and unique disciplines. With a focus on quality, C&S works toward the common goal of planning, designing, constructing, and maintaining built and natural environments. Project management and production groups have coordinated from inception on Butler Evergreen, enabling C&S to provide a continuity of service through construction. The company website is www.cscos.com.

Butler Evergreen has a significant advantage with regard to security, due to Chief Security Officer Ken VanFleet's experience and the established security expertise of Marshall Farms Group. However, the production, storage, transportation and sale of medical marijuana presents unique challenges. In response to this reality, Butler Evergreen has elected to further enhance its already robust security position with the addition of a security consultant which successfully operates in the legal marijuana market. With the addition of **Sorensen Wilder and Associates (SWA)**, Butler Evergreen will ensure that their security plan and team operates in the safest, most compliant manner with regard to physical, personal, and transportation security. SWA will not only assist in the creation of standard operating procedures, but also in facilities design and equipment procurement, including armored vehicles. The company website is www.swa4safety.com.

IPI Training/Verdad Investigations & Protection, Inc. (IPI/Verdad) has diverse expertise in certified instructional training, security protections services and cybersecurity consulting as well as private investigations. Verdad will assist Butler Evergreen with New York Division of Criminal Justice Services (NYDCJS) security and firearms training services requirements through their master instructor Mr. Patrick Sacco. Mr. Sacco has extensive experience as a police officer and investigator and is currently a [REDACTED] NYDCJS certified Security Guard/Armed Guard School. Mr. Sacco holds a variety of police instructor certifications in both lethal and less-than lethal weapons and use of force training. Mr. Sacco has a MA degree in criminal justice and training from Vermont College of Norwich University. The company website is www.verdadinvestigations.com.

Marketing Plan

The following marketing and advertising overview will serve as the framework for a comprehensive plan to be developed once Butler Evergreen is awarded one of the five registered organization licenses under New York's Compassionate Care Act. The final plan will comply with all state laws and regulations regarding marketing and advertising by registered organizations. Butler Evergreen's marketing and advertising effort will be a patient-focused public information campaign with the primary mission of educating every potential patient about the accessibility of safe and effective medical marijuana in the Butler Evergreen service area. The public education campaign will also present the facts of New York State's medical marijuana law and how it relates to patients.

Marketing Timeline

- First 6 Months: The marketing and advertising efforts will be ongoing, but the initial phase will be a six-month service area launch/blitz and relationship building campaign.
- 7 - 12+ Months: Maintenance campaign

Message and Collateral Material Development

- Patient-focused, medicine-centric message
- Fact-based message and design
- Highlights patient “wellBEing”
- Educational in nature
- Developed and designed by Butler Evergreen’s team of medical, patient advocate, and marketing experts
- Uses the brand foundation of Butler Evergreen
- Color will conform to New York State law where required
- Clean design, consistency and easily recognizable by patients

Patient Outreach

Patient outreach will be governed by state law which makes medical marijuana accessible to patients with conditions including cancer, HIV/AIDS, Lou Gehrig's disease (ALS), Parkinson's disease, multiple sclerosis, damage to the nervous tissue of the spinal cord with objective neurological indication of intractable spasticity, epilepsy, inflammatory bowel disease, neuropathies, and Huntington's disease. The law includes these conditions when there is a clinical association with or complication of the condition resulting in cachexia or wasting syndrome, severe or chronic pain, severe nausea, seizures; or severe or persistent muscle spasms.

Given the diversity of patients, conditions, and expansiveness of the service area, a much more detailed listing of specific groups, associations and organizations will be provided once the license is awarded. The campaign will require an initial identification of credible and respected stakeholder entities including, but not limited to the following categories:

- Patient groups
- Support groups
- Hospitals
- Treatment Centers
- Doctors and nurses groups/associations
- Disease/illness/condition not-for-profits
- Advocacy groups

- Community groups and leaders

Once the entities have been identified and a list including contact person and information has been assembled, Butler Evergreen will begin contacting the aforementioned entities. The outreach will be geared towards building strong, sustainable, complementary relationships that will assist Butler Evergreen in educating and informing patients, the medical profession and stakeholders about the accessibility of medical marijuana in the Butler Evergreen service area.

Tactics and Execution

The initial outreach will be broader in nature as we seek to identify, recruit, and mobilize stakeholders and advocacy groups – the outreach becomes much more targeted as we refine Butler Evergreen’s pool of trusted partners to ensure maximum efficiency and effectiveness. All materials will have brand and message consistency.

Regional Approach

- Buffalo, Rochester, Syracuse, Binghamton, Western New York and Southern Tier
 - Grassroots and community-based outreach (person-to-person)
- Establish public information events co-hosted by stakeholder entities/groups
 - Designate Butler Evergreen employees and advisory board members to participate in the grassroots community outreach efforts

Traditional Paid Advertising

- Print, radio, and TV
- Stakeholder publications
 - Identify news publications with maximum reach
- Mass transit
- Billboards
- New media and electronic marketing (opt-in social media, email, and text campaign)
 - Regional, targeted, and layered with other promotional efforts

Public Relations

- Earned media efforts will shadow paid media efforts and grassroots/community-based events and outreach to magnify their effectiveness
- Involve community leaders
- Cooperative opportunities
- Health-conscious businesses
- Stakeholder entities
- Public service announcement/s with not-for-profits

- Regional focus
- Work with Broadcasters Association for discounted rates
Redacted pursuant to N.Y. Public Officers Law, Art. 6

Redacted pursuant to N.Y. Public Officers Law, Art. 6

Redacted pursuant to N.Y. Public Officers Law, Art. 6

Redacted pursuant to N.Y. Public Officers Law, Art. 6

Redacted pursuant to N.Y. Public Officers Law, Art. 6

Redacted pursuant to N.Y. Public Officers Law, Art. 6



6188 West Port Bay Rd • Wolcott, New York 14590
E-Mail: info@butlerevergreen.com Web: butlerevergreen.com

June 3, 2015

New York State Department of Health
Bureau of Narcotic Enforcement
Medical Marijuana Program
150 Broadway
Albany, NY 12204

To Whom It May Concern:

I'm writing to express our sincere desire and strong commitment to become a Registered Organization under New York's Medical Marijuana Program. As a founder of our company, I can tell you that our family is passionate about the opportunity to help people in New York State who are dealing with cancer, epilepsy, multiple sclerosis, Parkinson's and other diseases.

Our family has operated businesses in our community for over 70 years. Butler Evergreen, based in Wolcott, New York, will bring life and jobs back to a former manufacturing center and community that has recently been hard-hit by economic challenges. Our family's business expertise spans controlled-environment agriculture, biosecurity, physical security, quality assurance and other areas that serve biomedical research and food processing. We believe that these competencies will help us to succeed in meeting the state's stringent requirements for medical marijuana.

We have built a highly competent team made up of experts in the fields of indoor agriculture, medical cannabis processing, secure dispensing, and medical research. We are proud to have garnered strong support from the local community, including from our Village, Town, County and State elected representatives.

Our family stands behind this endeavor with a strong financial commitment. We have collectively pledged up to [REDACTED] in funding. In addition, we have developed relationships with multiple other funding partners who are committed to this project. Highly conscious of the need to provide medicine to patients on-time, we stand ready to meet the State's timeline.

We hope to prove our ability to meet and exceed your requirements and we would be most grateful and honored if we are selected as a Registered Organization. Thank you for your careful consideration of our application.

Sincerely,

A handwritten signature in blue ink that reads "Scott W. Marshall".

Scott W. Marshall
Managing Member

Attachment E
Organizational and Operational Documents

Attachment E - Organizational and Operational Documents

Requirement - 1004.5(b)(5): ...copies of the organizational and operational documents of the applicant, including but not limited to, as applicable: the certificate of incorporation, bylaws, articles of organization, partnership agreement, operating agreement and other applicable documents and agreements, and all amendments thereto.

Response: Butler Evergreen has attached here copies of the organizational and operational documents related to our corporation, including: the certificate of incorporation, articles of organization, and operating agreement.

FILING RECEIPT

ENTITY NAME: BUTLER EVERGREEN LLC

DOCUMENT TYPE: ARTICLES OF ORGANIZATION (DOM LLC)

COUNTY: WAYN

FILED:01/29/2015 DURATION:***** CASH#:150129000597 FILM #:150129000563
DOS ID:4702066

FILER:

EXIST DATE

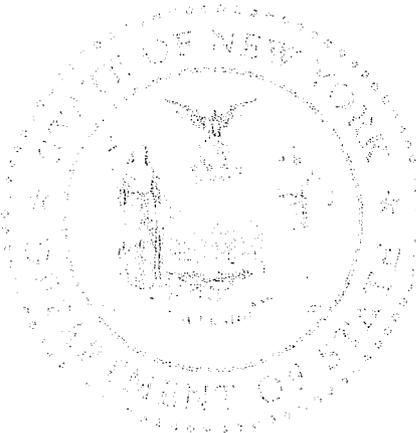
STEPHEN G. BENNETT, ESQ.
EVANS & FOX LLP
95 ALLENS CREEK ROAD SUITE 300
ROCHESTER, NY 14618

01/29/2015

ADDRESS FOR PROCESS:

THE LLC
95 ALLENS CREEK ROAD SUITE 300
ROCHESTER, NY 14618

REGISTERED AGENT:



The limited liability company is required to file a Biennial Statement with the Department of State every two years pursuant to Limited Liability Company Law Section 301. Notification that the biennial statement is due will only be made via email. Please go to www.email.ebiennial.dos.ny.gov to provide an email address to receive an email notification when the Biennial Statement is due.

SERVICE COMPANY: UNITED CORPORATE SERVICES - 37

SERVICE CODE: 37 *

FEES 235.00

FILING 200.00
TAX 0.00
CERT 0.00
COPIES 10.00
HANDLING 25.00

PAYMENTS 235.00

CASH 0.00
CHECK 0.00
CHARGE 0.00
DRAWDOWN 235.00
OPAL 0.00
REFUND 0.00

BUTLE41136

DOS-1025 (04/2007)

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the Department of State, at the City of Albany, on January 30, 2015.

Anthony Giardina

Anthony Giardina
Executive Deputy Secretary of State

Rev. 06/13

ARTICLES OF ORGANIZATION**OF****BUTLER EVERGREEN LLC****Under Section 203 of the Limited Liability Company Law**

The undersigned, being the sole organizer of Butler Evergreen LLC, does hereby certify, pursuant to Section 203 of the Limited Liability Company Law of the State of New York, as follows:

1. The name of the limited liability company is Butler Evergreen LLC.
2. The county within this state in which the office of the limited liability company is to be located is the County of Wayne, State of New York.
3. The limited liability company shall be managed by one or more managers or a class or classes of managers.
4. The Secretary of State of the State of New York is hereby designated as the agent of the limited liability company upon whom process in any action or proceeding against it may be served, and the address to which the Secretary of State shall mail a copy of any process served on him or her against the limited liability company is: 95 Allens Creek Road, Suite 300, Rochester, New York 14618.

IN WITNESS WHEREOF, the undersigned has executed these Articles on this 28th day of January, 2015, and hereby affirms the truth of the statements contained herein under penalty of perjury.



Scott Marshall, Organizer
c/o 95 Allens Creek Road, Suite 300
Rochester, New York 14618

OPERATING AGREEMENT
FOR A
NEW YORK LIMITED LIABILITY COMPANY
DATED FEBRUARY 1ST, 2015

OPERATING AGREEMENT

THIS AGREEMENT, dated February 1st, 2015, is among the individuals and entities signing it below.

WHEREAS, the individuals and entities signing this Agreement desire to form a limited liability company known as Butler Evergreen, Limited Liability Company pursuant to the New York Limited Liability Company Law;

WHEREAS, the individuals and entities signing this Agreement desire to establish their respective rights and obligations pursuant to the New York Limited Liability Company Law in connection with forming such a limited liability company;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the individuals and entities signing this Agreement below agree as follows:

ARTICLE I Definitions

1.1 *Definitions.* In this Agreement, the following terms shall have the meanings set forth below:

(a) *"Articles of Organization"* shall mean the Articles of Organization of the Company filed or to be filed with the New York Secretary of State, as they may from time to time be amended.

(b) *"Capital Account"* as of any date shall mean the Capital Contribution to the Company by a Member, adjusted as of such date pursuant to of this Agreement.

(c) *"Capital Contribution"* shall mean any contribution by a Member to the capital of the Company in cash, property or services rendered or a promissory note or other obligation to contribute cash or property or to render services.

(d) *"Code"* shall mean the Internal Revenue Code of 1986, as amended, or any superseding federal revenue statute.

(e) *"Company"* shall refer to Butler Evergreen Limited Liability Company.

(f) *"Distribution"* means any cash and other property paid to a Member by the Company from the operations of the Company.

(g) "*Fiscal Year*" shall mean the fiscal year of the Company, which shall be the year ending December 31.

(h) "*Membership Interests*" shall mean with respect to the Company the value of all Capital Contributions and with respect to any Member the ratio of the value of the Capital Contribution of such Member to the aggregate value of all Capital Contributions.

(i) "*Managers*" shall mean each individual listed in the Articles of Organization or in Appendix A of this Agreement as a manager of the Company or any other individual that succeeds him or her as such a manager pursuant to this Agreement.

(j) "*Member*" shall mean each Person who or which executes a counterpart of this Agreement (see Appendix B) as a Member and each Person who or which may hereafter become a party to this Agreement.

(k) "*Net Losses*" shall mean the losses of the Company, if any; determined in accordance with generally accepted accounting principals employed under the cash method of accounting.

(l) "*Net Profits*" shall mean the income of the Company, if any, determined in accordance with generally accepted accounting principles employed under the cash method of accounting.

(m) "*New York Act*" shall mean the New York Limited Liability Company Act.

(n) "*Person*" shall mean any corporation, governmental authority, limited liability company, partnership, trust, unincorporated association or other entity.

(o) "*Selling Member*" shall mean a Member desiring to sell a Membership Interest.

(p) "*Treasury Regulations*" shall mean all proposed, temporary and final regulations promulgated under the Code as from time to time in effect.

ARTICLE II Organization

2.1 *Formation.* One or more Persons has acted or will act as an organizer or organizers to form a limited liability company by preparing, executing and filing with the New York Secretary of State the Articles of Organization pursuant to the New York Act.

2.2 *Name.* The name of the Company is Butler Evergreen Limited Liability Company.

2.3 *Principal Place of Business.* The principal place of business of the Company within the State of New York shall be 5800 Lake Bluff Road, North Rose, New York. The Company may establish any other places of business as the Managers may from time to time deem advisable.

2.4 *Term.* The term of the Company shall be thirty years from the date of filing of the Articles of Organization with the New York Secretary of State, unless the Company is dissolved sooner pursuant to this Agreement or the New York Act.

2.5 *Purposes.* The Company is formed for any lawful business purpose or purposes.

ARTICLE III Members

3.1 *Names and Addresses.* The names and addresses of the Members are as set forth in Exhibit B to this Agreement.

3.2 *Additional Members.* A Person may be admitted as a member after the date of this Agreement upon the unanimous vote or written consent of all Members.

3.3 *Books and Records.* The Company shall keep books and records of accounts and minutes of all meetings of the Members. Such books and records shall be maintained on a cash basis in accordance with this Agreement.

3.4 *Information.* Each Member may inspect during ordinary business hours and at the principal place of business of the Company the Articles of Organization, the Operating Agreement, the minutes of any meeting of the Members and any tax returns of the Company for the immediately preceding three Fiscal Years.

3.5 *Limitation of Liability.* Each Member's liability shall be limited as set forth in this Agreement, the New York Act and other applicable law. A Member shall not be personally liable for any indebtedness, liability or obligation of the Company, except that such Member shall remain personally liable for the payment of his or her Capital Contribution of such Member and as otherwise set forth in this Agreement, the New York Act and any other applicable law.

3.6 *Sale of All Assets.* The Members shall have the right, by unanimous vote or written consent of all Membership Interests, to approve the sale, lease exchange or other disposition of all or substantially all of the assets of the Company.

3.7 *Priority and Return of Capital.* No Member shall have priority over any other Member, whether for the return of a Capital Contribution or for Net Profits, Net Losses or a Distribution; provided, however, that this Section shall not apply to loan or other indebtedness (as distinguished from a Capital Contribution) made by a Member to the Company.

3.8 *Liability of a Member to the Company.* A Member who or which rightfully receives the return of any portion of a Capital Contribution is liable to the Company only to the extent now or hereafter provided by the New York Act. A Member who or which receives a Distribution made by the Company in violation of this Agreement or made when the Company's liabilities exceed its assets (after giving effect to such Distribution) shall be liable to the Company for the amount of such Distribution.

3.9 *Financial Adjustments.* No Members admitted after the date of this Agreement shall be entitled to any retroactive allocation of losses, income or expense deductions incurred by the Company. The Manager may, at the discretion of the Manager, at the time a Member is admitted, close the books and records of the Company (as though the Fiscal Year had ended) or make pro rata allocations of loss, income and expense deductions to such Member for that portion of the Fiscal Year in which such Member was admitted in accordance with the Code.

ARTICLE IV Management

4.1 *Management.* The Articles of Organization provides for management of the Company by a manager or managers or a class or classes of managers.

4.2 *Number, Tenure and Qualifications of Managers.* The Company shall initially have, if any, the number of Managers indicated in the Articles of Organization. Scott Marshall shall serve as the initial Manager. The number of Managers of the Company may be amended from time to time by the vote or written consent of a majority of all Membership Interests. In the event there is more than one Manager, decisions by the managers shall be made by a majority of the then-elected Managers. Each Manager shall hold office until the next annual meeting of Members or until a successor shall have been elected and qualified. Managers shall be elected by the vote or written consent of at least a majority of all Membership Interests and need not be residents of the State of New York or Members of the Company.

4.3 *Powers of Managers.* Except as set forth in this Agreement, the Managers shall have power and authority, on behalf of the Company to (a) purchase, lease or otherwise acquire from, or sell, lease or otherwise dispose of to, any Person any property, (b) open bank accounts and otherwise invest the funds of the Company, (c) purchase insurance on the business and assets of the Company, (d) commence lawsuits and other proceedings, (e) enter into any agreement, instrument or other writing, (f) retain accountants, attorneys or other agents and (g) take any other lawful action that the Members consider necessary, convenient or advisable in connection with any business of the Company.

4.4 *Binding Authority.* Unless authorized to do so by this Agreement or the Members, no Person shall have any power or authority to bind the Company. No Person shall have any power or authority to bind the Company unless such Person has been authorized by the Members to act on behalf of the Company in accordance with the immediately preceding sentence.

4.5 *Liability for Certain Acts.* The Managers shall perform their duties in good faith, in a manner he or she reasonably believes to be in the best interests of the Company and with such care as an ordinarily prudent person in a similar position would use under similar circumstances. A Manager who so performs such duties shall not have any liability by reason of being or having been a Manager. The Manager shall not be liable to the Company or any Member for any loss or damage sustained by the Company or any Member, unless the loss or damage shall have been the result of the gross negligence or willful misconduct of such Manager. Without limiting the generality of the preceding sentence, a Manager does not in any way guarantee the return of any Capital Contribution to a Member or a profit for the Members from the operations of the Company.

4.6 *No Exclusive Duty to Company.* The Managers shall not be required to manage the Company as their sole and exclusive function and they may have other business interests and may engage in other activities in addition to those relating to the Company. Neither the Company nor any Member shall have any right pursuant to this Agreement to share or participate in such other business interests or activities or to the income or proceeds derived therefrom. The Manager shall incur no liability to the Company or any Member as a result of engaging in any other business interests or activities.

4.7 *Indemnification.* The Company shall indemnify and hold harmless the Manager from and against all claims and demands to the maximum extent permitted under the New York Act.

4.8 *Resignation.* Any Manager may resign at any time by giving written notice to the Company. The resignation of any Manager shall take effect upon receipt of such notice or at any later time specified in such notice. Unless otherwise specified in such notice, the acceptance of the resignation shall not be necessary to make it effective. The resignation of

the Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of a Member.

4.9 *Removal.* Any Manager may be removed or replaced with or without cause by the vote or written consent of at least a majority vote of all Membership Interests. The removal of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of such Member.

4.10 *Vacancies.* Any vacancy occurring for any reason in the number of Managers may be filled by the vote or written consent of at least a majority of the remaining Managers then in office; provided, however, that if there are no remaining Managers, each vacancy shall be filled by the vote or written consent of at least a majority of the Membership Interests. A Manager elected to fill a vacancy shall be elected for the unexpired term of the Manager's predecessor in office and shall hold office until the expiration of such term and until the Manager's successor has been elected and qualified. A Manager chosen to fill a position resulting from an increase in the number of Managers shall hold office until the next annual meeting of Members and until a successor has been elected and qualified.

4.11 *Salaries.* The salaries and other compensation of the Managers shall be fixed from time to time by the vote or written consent of at least a majority of the Membership Interests. No Manager shall be prevented from receiving such a salary or other compensation because such Manager is also a Member.

4.12 *Officers.* The Members, by majority vote, may designate one or more individuals as officers of the Company, who shall have such titles and exercise and perform such powers and duties as shall be assigned to them from time to time by the Managers. Any officer may be removed by the Managers at any time, with or without cause. Each officer shall hold office until his or her successor is elected and qualified. Any number of offices may be held by the same individual. The salaries and other compensation of the officers shall be approved by the Members.

ARTICLE V

Meetings of Members

5.1 *Annual Meeting.* The annual meeting of the Members shall be held on a date designated by the Manager or at such other time as shall be determined by majority vote or written consent of the Membership Interests for the purpose of the transaction of any business as may come before such meeting.

5.2 *Special Meetings.* Special meetings of the Members, for any purpose or purposes, may be called by any Manager or any Member holding not less than ten percent of the Membership Interests.

5.3 *Place of Meetings.* Meetings of the Members may be held at any place, within or outside the State of New York, for any meeting of the Members designated in any notice of such meeting. If no such designation is made, the place of any such meeting shall be the chief executive office of the Company.

5.4 *Notice of Meetings.* Written notice stating the place, day and hour of the meeting indicating that it is being issued by or at the direction of the person or persons calling the meeting, stating the purpose or purposes for which the meeting is called shall be delivered no fewer than ten nor more than sixty days before the date of the meeting.

5.5 *Record Date.* For the purpose of determining the Members entitled to notice of or to vote at any meeting of Members or any adjournment of such meeting, or Members entitled to receive payment of any Distribution, or to make a determination of Members for any other purpose, the date on which notice of the meeting is mailed or the date on which the resolution declaring Distribution is adopted, as the case may be, shall be the record date for making such a determination. When a determination of Members entitled to vote at any meeting of Members has been made pursuant to this Section, the determination shall apply to any adjournment of the meeting.

5.6 *Quorum.* Members holding not less than a majority of all Membership Interests, represented in person or by proxy, shall constitute a quorum at any meeting of Members. In the absence of a quorum at any meeting of Members, a majority of the Membership Interests so represented may adjourn the meeting from time to time for a period not to exceed sixty days without further notice. However, if the adjournment is for more than sixty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Member of record entitled to vote at such meeting. At an adjourned meeting at which a quorum shall be present or represented, any business may be transacted that might have been transacted at the meeting as originally noticed. The Members present at a meeting may continue to transact business until adjournment, notwithstanding the withdrawal during the meeting of Membership Interests whose absence results in less than a quorum being present.

5.7 *Manner of Acting.* If a quorum is present at any meeting, the vote or written consent of Members holding not less than a majority of Membership Interests shall be the act of the Members, unless the vote of a greater or lesser proportion or number is otherwise required by the New York Act, the Articles of Organization or this Agreement.

5.8 Proxies.

(a) A Member may vote in person or by proxy executed in writing by the Member or by a duly authorized attorney-in-fact.

(b) Every proxy must be signed by the Member or his or her attorney-in-fact. No proxy shall be valid after the expiration of eleven months from the date thereof unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the Member executing it, except as otherwise provided in this Section.

(c) The authority of the holder of a proxy to act shall not be revoked by the incompetence or death of the Member who executed the proxy unless, before the authority is exercised, written notice of an adjudication of such incompetence or of such death is received by any Manager.

(d) Except when other provisions shall have been made by written agreement between the parties, the record holder of a Membership Interest which he, she or it holds as pledgee or otherwise as security or which belong to another, shall issue to the pledgor or to such owner of such Membership Interest, upon demand therefor and payment of necessary expenses thereof, a proxy to vote or take other action thereon.

(e) A proxy which is entitled "irrevocable proxy" and which states that it is irrevocable, is irrevocable when it is held by (i) a pledgee, (ii) a Person who has purchased or agreed to purchase the shares, (iii) a creditor or creditors of the corporation who extend or continue credit to the corporation in consideration of the proxy if the proxy states that it was given in consideration of such extension or continuation of credit, the amount thereof, and the name of the person extending or continuing credit, (iv) a Person who has contracted to perform services as an officer of the corporation, if a proxy is required by the contract of employment, if the proxy states that it was given in consideration of such contract of employment, the name of the employee and the period of employment contracted for, or (v) a nominee of any of the Persons described in clauses (i)-(iv) of this sentence.

(f) Notwithstanding a provision in a proxy, stating that it is irrevocable, the proxy becomes revocable after the pledge is redeemed, or the debt of the Company is paid, or the period of employment provided for in the contract of employment has terminated and, in a case provided for in Section 5.8(e)(iii) or (iv) of this Agreement, becomes revocable three years after the date of the proxy or at the end of the period, if any, specified therein, whichever period is less, unless the period of irrevocability is renewed from time to time by the execution of a new irrevocable proxy as provided in this Section. This paragraph does not affect the duration of a proxy under paragraph (b) of this Section.

(g) A proxy may be revoked, notwithstanding a provision making it irrevocable, by a purchaser of a Membership Interest without knowledge of the existence of such proxy.

5.9 *Action by Members Without a Meeting.*

(a) Whenever the Members of the Company are required or permitted to take any action by vote, such action may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken shall be signed by the Members who hold the voting interests having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all of the Members entitled to vote therein were present and voted and shall be delivered to the office of the Company, its principal place of business or a Manager, employee or agent of the Company. Delivery made to the office of the Company shall be by hand or by certified or registered mail, return receipt requested.

(b) Every written consent shall bear the date of signature of each Member who signs the consent, and no written consent shall be effective to take the action referred to therein unless, within sixty days of the earliest dated consent delivered in the manner required by this Section to the Company, written consents signed by a sufficient number of Members to take the action are delivered to the office the Company, its principal place of business or a Manager, employee or agent of the Company having custody of the records of the Company. Delivery made to such office, principal place of business of Manager, employee or agent shall be by hand or by certified or registered mail, return receipt requested.

(c) Prompt notice of the taking of the action without a meeting by less than unanimous written consent shall be given to each Member who has not consented in writing but who would have been entitled to vote thereon had such action been taken at a meeting.

5.10 *Waiver of Notice.* Notice of a meeting need not be given to any Member who submits a signed waiver of notice, in person or by proxy, whether before or after the meeting. The attendance of any Member at a meeting, in person or by proxy, without protesting prior to the conclusion of the meeting the lack of notice of such meeting, shall constitute a waiver of notice by him or her.

5.11 *Voting Agreements.* An agreement between two or more Members, if in writing and signed by the parties thereto, may provide that in exercising any voting rights, the Membership Interest held by them shall be voted as therein provided, or as they may agree, or as determined in accordance with a procedure agreed upon by them.

ARTICLE VI Capital Contributions

6.1 *Capital Contributions.* Each Member shall contribute the amount as may be agreed to from time to time by a two-thirds vote of the Membership Interest.

6.2 *Additional Contributions.* Except as set forth in Section 6.1 of this Agreement, no Member shall be required to make any Capital Contribution.

6.3 *Capital Accounts.* A Capital Account shall be maintained for each Member. Each Member's Capital Account shall be increased by the value of each Capital Contribution made by the Member, allocations to such Member of the Net Profits and any other allocations to such Member of income pursuant to the Code. Each Member's Capital Account will be decreased by the value of each Distribution made to the Member by the Company, allocations to such Member of Net Losses and other allocations to such Member pursuant to the Code.

6.4 *Transfers.* Upon a permitted sale or other transfer of a Membership Interest in the Company, the Capital Account of the Member transferring his, her or its Membership Interests shall become the Capital Account of the Person to which or whom such Membership Interest is sold or transferred in accordance with Section 1.704-1(b)(2)(iv) of the Treasury Regulations.

6.5 *Modifications.* The manner in which Capital Accounts are to be maintained pursuant to this Section is intended to comply with the requirements of Section 704(b) of the Code. If in the opinion of the Managers the manner in which Capital Accounts are to be maintained pursuant to this Agreement should be modified to comply with Section 704(b) of the Code, then the method in which Capital Accounts are maintained shall be so modified; provided, however, that any change in the manner of maintaining Capital Accounts shall not materially alter the economic agreement between or among the Members.

6.6 *Deficit Capital Account.* Except as otherwise required in the New York Act or this Agreement, no Member shall have any liability to restore all or any portion of a deficit balance in a Capital Account.

6.7 *Withdrawal or Reduction of Capital Contributions.* A Member shall not receive from the Company any portion of a Capital Contribution until all indebtedness, liabilities of the Company, except any indebtedness, liabilities and obligations to Members on account of their Capital Contributions, have been paid or there remains property of the Company, in the sole discretion of the Managers, sufficient to pay them. A Member, irrespective of the nature of the Capital Contribution of such Member, has only the right to demand and receive cash in return for such Capital Contribution.

ARTICLE VII
Allocations and Distributions

7.1 *Allocations of Profits and Losses.* The Net Profits and the Net Losses for each Fiscal Year shall be allocated to each Member in accordance with the ratio of the value of his, her or its Capital Account to the value of all Capital Accounts in the aggregate.

7.2 *Distributions.* The Members may from time to time, by majority vote, make Distributions to the Members. All Distributions shall be made to the Members pro rata in proportion to their Membership Interests as of the record date set for such Distribution.

7.3 *Offset.* The Company may offset all amounts owing to the Company by a Member against any Distribution to be made to such Member.

7.4 *Limitation Upon Distributions.* No Distribution shall be declared and paid unless, after such Distribution is made, the assets of the Company are in excess of all liabilities of the Company.

7.5 *Interest on and Return of Capital Contributions.* No Member shall be entitled to interest on his, her or its Capital Contribution or to a return of his, her or its Capital Contribution, except as specifically set forth in this Agreement.

7.6 *Accounting Period.* The accounting period of the Company shall be the Fiscal Year.

ARTICLE VIII
Taxes

8.1 *Tax Returns.* The Managers shall cause to be prepared and filed all necessary federal and state income tax returns for the Company. Each member shall furnish to the Managers all pertinent information in its possession relating to Company operations that is necessary to enable the Company's income tax returns to be prepared and filed.

8.2 *Tax Elections.* The Company shall make the following elections on the appropriate tax returns:

(a) To adopt the calendar year as the Fiscal Year;

(b) To adopt the cash method of accounting and keep the Company's books and records on the income tax method;

(c) If a Distribution as described in Section 734 of the Code occurs or if a transfer of a Membership Interest described in Section 743 of the Code occurs, upon the written request of any Member, to elect to adjust the basis of the property of the Company pursuant to Section 754 of the Code;

(d) To elect to amortize the organizational expenses of the Company and the start-up expenditures of the Company under Section 195 of the Code ratably over a period of sixty months as permitted by Section 709(b) of the Code; and

(e) Any other election that the Managers may deem appropriate and in the best interests of the Members.

Neither the Company nor any Member may make an election for the Company to be excluded from the application of Subchapter K of Chapter 1 of Subtitle A of the Code or any similar provisions of applicable state law, and no provisions of this Agreement shall be interpreted to authorize any such election.

8.3 *Tax Matters Partners.* The Managers shall designate one Manager to be the "tax matters partner" of the Company pursuant to Section 6231(a)(7) of the Code. Any Manager who is designated "tax matters partner" shall take any action as may be necessary to cause each other Member to become a "notice partner" within the meaning of Section 6223 of the Code.

ARTICLE IX Transferability

9.1 *General.* Except as set forth in this Agreement, no Member shall gift, sell, assign, pledge, hypothecate, exchange or otherwise transfer to another Person any portion of a Membership Interest.

9.2 *Offer to Acquire.* If a Member desires to sell a Membership Interest to another Person, such Member shall obtain from such Person a bona fide written offer to purchase such Membership Interest, stating the terms and conditions upon which the purchase is to be made. Such Member shall give written notification to the other Members of his, her or its intention to sell such Membership Interest and a copy of such bona fide written offer.

9.3 *Right of First Refusal.* Each Member other than the Selling Member, on a basis pro rata to the Membership Interests of each Member exercising his, her or its right of first refusal, shall have the right to exercise a right of first refusal to purchase all (but not less than all) of the Membership Interest proposed to be sold by the Selling Member upon the same

terms and conditions as stated in the bona fide written offer by giving written notification to the Selling Member of his, her or its intention to do so within thirty days after receiving written notice from the Selling Member. The failure of any Member to so notify the Selling Member of a desire to exercise such right of first refusal within such thirty-day period shall result in the termination of such right of first refusal and the Selling Member shall be entitled to consummate the sale of his, her or its Membership Interest with respect to which such right of first refusal has not been exercised to the Person offering to do so pursuant to the bona fide written offer. If the selling Member does to sell his, her or its Membership Interest within thirty days after receiving the right to do so, his her or its right to do so terminates and the terms and conditions of this Section shall again be in effect.

9.4 *Closing.* If any Member gives written notice to the Selling Member of his, her or its desire to exercise such right of first refusal and to purchase all of the Selling Member's Interest upon the same terms and conditions as are stated in the written offer, such Member shall have the right to designate the time, date and place of closing within ninety days after receipt of written notification from the Selling Member of the bona fide offer.

9.5 *Transferee Not a Member.* No Person acquiring a Membership Interest pursuant to this Section other than a Member shall become a Member unless such Person is approved by the unanimous vote or written consent of all Membership Interests. If no such approval is obtained, such Person's Membership Interest shall only entitle such Person to receive the distributions and allocations of profits and losses to which the Member from whom or which such Person received such Membership Interest would be entitled. Any such approval may be subject to any terms and conditions imposed by the Members.

9.6 *Effective Date.* Any sale of a Membership Interest or admission of a Member pursuant to this Article shall be deemed effective as of the last day of the calendar month in which such sale or admission occurs.

ARTICLE X Dissolution

10.1 *Dissolution.* The Company shall be dissolved and its affairs shall be wound up upon the first to occur of the following:

- (a) The latest date on which the Company is to dissolve, if any, as set forth in the Articles of Organization;
- (b) The unanimous vote or written consent of all Members; or

(c) The bankruptcy, death, dissolutions, expulsion, incapacity or withdrawal of any Member or the occurrence of any other event that terminates the continued membership of any Member, unless within one hundred eighty days after such event the Company is continued by the vote or written consent of a majority in interest of all of the remaining Members.

10.2 *Winding Up.* Upon the dissolution of the Company the Managers may, with approval of the majority of Members, in the name of and for an on behalf of the Company, prosecute and defend suits, whether civil, criminal or administrative, sell and close the Company's business, dispose of and convey the Company's property, discharge the Company's liabilities and distribute to the Members any remaining assets of the Company, all without affecting the liability of Members. Upon winding up of the Company, the assets shall be distributed as follows:

(a) To creditors, including any Member who is a creditor, to the extent permitted by law, in satisfaction of liabilities of the Company, whether by payment or by establishment of adequate reserves, other than liabilities for distributions to Members under Section 507 or Section 509 of the New York Act;

(b) To Members and former Members in satisfaction of liabilities for Distributions under Section 507 or Section 509 of the New York Act; and

(c) To Members first for the return of their Capital Contributions, to the extent not previously returned, and second respecting their Membership Interests, in the proportions in which the Members share in Distributions in accordance with this Agreement.

10.3 *Articles of Dissolution.* Within ninety days following the dissolution and the commencement of winding up of the Company, or at any other time there are no Members, articles of dissolution shall be filed with the New York Secretary of State pursuant to the New York Act.

10.4 *Deficit Capital Account.* Upon a liquidation of the Company within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Treasury Regulations, if any Member has a Deficit Capital Account (after giving effect to all contributions, distributions, allocations and other adjustments for all Fiscal Years, including the Fiscal Year in which such liquidation occurs), the Member shall have no obligation to make any Capital Contribution, and the negative balance of any Capital Account shall not be considered a debt owed by the Member to the Company or to any other Person for any purpose.

10.5 *Nonrecourse to Other Members.* Except as provided by applicable law or as expressly provided in this Agreement, upon dissolution, each Member shall receive a return of his, her or its Capital Contribution solely from the assets of the Company. If the assets of the

Company remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return any Capital Contribution of any Member, such Member shall have no recourse against any other Member.

10.6 *Termination.* Upon completion of the dissolution, winding up, liquidation, and distribution of the assets of the Company, the Company shall be deemed terminated.

ARTICLE XI General Provisions

11.1 *Notices.* Any notice, demand or other communication required or permitted to be given pursuant to this Agreement shall have been sufficiently given for all purposes if (a) delivered personally to the party or to an executive officer of the party to whom such notice, demand or other communication is directed or (b) sent by registered or certified mail, postage prepaid, addressed to the Member or the Company at his, her or its address set forth in this Agreement. Except as otherwise provided in this Agreement, any such notice shall be deemed to be given three business days after the date on which it was deposited in a regularly maintained receptacle for the deposit of United States mail, addressed and sent as set forth in this Section.

11.2 *Amendments.* This Agreement contains the entire agreement among the Members with respect to the subject matter of this Agreement, and supersedes each course of conduct previously pursued or acquiesced in, and each oral agreement and representation previously made, by the Members with respect thereto, whether or not relied or acted upon. No course of performance or other conduct subsequently pursued or acquiesced in, and no oral agreement or representation subsequently made, by the Members, whether or not relied or acted upon, and no usage of trade, whether or not relied or acted upon, shall amend this Agreement or impair or otherwise affect any Member's obligations pursuant to this Agreement or any rights and remedies of a Member pursuant to this Agreement. No amendment to this Agreement shall be effective unless made in a writing duly executed by all Members and specifically referring to each provision of this Agreement being amended.

11.3 *Construction.* Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa.

11.4 *Headings.* The headings in this Agreement are for convenience only and shall not be used to interpret or construe any provision of this Agreement.

11.5 *Waiver.* No failure of a Member to exercise, and no delay by a Member in exercising, any right or remedy under this Agreement shall constitute a waiver of such right or

remedy. No waiver by a Member of any such right or remedy under this Agreement shall be effective unless made in a writing duly executed by all Members and specifically referring to each such right or remedy being waived.

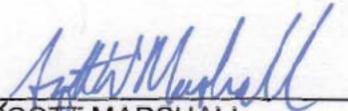
11.6 *Severability.* Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. However, if any provision of this Agreement shall be prohibited by or invalid under such law, it shall be deemed modified to conform to the minimum requirements of such law or, if for any reason it is not deemed so modified, it shall be prohibited or invalid only to the extent of such prohibition or invalidity without the remainder thereof or any other such provision being prohibited or invalid.

11.7 *Binding.* This Agreement shall be binding upon and inure to the benefit of all Members, and each of the successors and assignees or the Members, except that right or obligation of a Member under this Agreement may be assigned by such Member to another Person without first obtaining the written consent of all other Members.

11.8 *Counterparts*. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

11.9 *Governing Law*. This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of New York, without regard to principles of conflict of laws.

IN WITNESS WHEREOF, the individuals and entities signing this Agreement below conclusively evidence their agreement to the terms and conditions of this Agreement by so signing this Agreement.


SCOTT MARSHALL


TODD MARSHALL

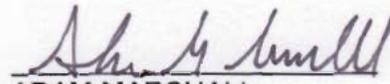

ADAM MARSHALL

EXHIBIT A

Manager Names

Scott Marshall

EXHIBIT B

Member Names

Capital Contribution

Value

Percent

Scott Marshall

Redacted pursuant to N.Y. Public Officers Law, Art. 6

Todd Marshall

Adam Marshall

Appendix A
Affidavit for Board Members, Officers, Managers, Owners

Appendix A - Affidavit for Board Members, Officers, Managers, Owners

Requirement - 1004.5(b)(6): ...the name, residence address and title of each of the board members, officers, managers, owners, partners, principal stakeholders, directors and any person or entity that is a member of the applicant. Each such person (if an individual, or lawful representative, if a legal entity) shall submit an affidavit with the application setting forth: (i) any position of management or ownership during the preceding ten years of a ten percent or greater interest in any other business, located in or outside New York State, manufacturing or distributing drugs; and (ii) whether such person or any such business has been convicted of a felony or had a registration or license suspended or revoked in any administrative or judicial proceeding. In addition, any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee.

Response: Butler Evergreen has included here an organizational chart for the organization, as well as completed affidavits for the following board members officers, managers, and owners:

Officers

Scott Marshall (accompanied by relevant letters of support)

Chuck Wetmore

Ken VanFleet

Mark Doherty

Steve Moore

Managers

Alex Parisi

Clay Germano

Investors

Gary Marshall

Adam Marshall

Todd Marshall

Butler Evergreen Organizational Chart





Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

Appendix A must be completed for all board members, officers, managers, owners, partners, principal stakeholders, directors, and members. For board members, officers, managers, owners, partners, directors, and members of the applicant that are not natural persons, Appendix A must be completed by each board member, officer, manager, owner, partner, director and member of that entity, going back to the level of ownership by a natural person. An Organizational Chart documenting your organizational structure must be included with this application.

1. Business Name: Butler Evergreen LLC
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Scott Marshall 3. Title: CEO
4. Briefly describe the role of this person or entity in the proposed registered organization:
CEO and Managing Member
5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
[checked] Yes [] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [] Yes [checked] No
If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.



Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

7. Has this person or entity been convicted of a felony or had any type of registration or license suspended or revoked in any administrative or judicial proceeding?
Yes No

If the answer to either of these questions is "Yes," a statement explaining the circumstances of the felony, suspension or revocation must be provided below.

8. Phone: [Redacted] 9. Fax: [Redacted]

10. Email: [Redacted]

11. Residence Address: [Redacted]

12. City: [Redacted] 13. State: [Redacted] 14. ZIP Code: [Redacted]

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Contains two rows of education data: Cornell University (B.S. - Applied Economics and Management, May 1991) and Simon School of Business, University of Rochester (M.B.A., May 2000).



Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

16. Licenses Held: List any and all licenses issued by a governmental or other regulatory entity.
Table with 5 columns: Type of Professional License, License Number, Institution Granting License (Mailing Address, Phone, Email), Effective Date, Expiration Date.
17. Employment History for the Past 10 Years: Start with MOST RECENT employment and include employment during the last 10 years. Attach additional copies of page 3, if necessary.

Redacted pursuant to N.Y. Public Officers Law, Art. 6

Reason For Departure:
Name of Employer:
Type of Business:



Appendix A:
Affidavit for Board Members, Officers, Managers, Owners, Partners,
Principal Stakeholders, Directors, and Members

Form with multiple sections for personal and professional information, including fields for Street Address, City, State, Zip Code, Starting Date of Employment, Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, Position/Responsibilities, Reason For Departure, Name of Employer, and Type of Business.



Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

Form with multiple sections for business information, including fields for Type of Business, Street Address, City, State, Zip Code, Starting/Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, Position/Responsibilities, Reason For Departure, and a section for other businesses.

Redacted pursuant to N.Y. Public Officers Law, Art. 6



Appendix A:
Affidavit for Board Members, Officers, Managers, Owners, Partners,
Redacted pursuant to N.Y. Public Officers Law, Art. 6



Appendix A:
Affidavit for Board Members, Officers, Managers, Owners, Partners,
Redacted pursuant to N.Y. Public Officers Law, Art. 6



Appendix A:
Affidavit for Board Members, Officers, Managers, Owners, Partners,
Redacted pursuant to N.Y. Public Officers Law, Art. 6



Appendix A:
Affidavit for Board Members, Officers, Managers, Owners, Partners,
Redacted pursuant to N.Y. Public Officers Law, Art. 6



Appendix A:
Affidavit for Board Members, Officers, Managers, Owners, Partners,
Redacted pursuant to N.Y. Public Officers Law, Art. 6



Appendix A:

**Affidavit for Board Members, Officers, Managers, Owners, Partners,
Principal Stakeholders, Directors, and Members**
Redacted pursuant to N.Y. Public Officers Law, Art. 6



Appendix A:
Affidavit for Board Members, Officers, Managers, Owners, Partners,
Redacted pursuant to N.Y. Public Officers Law, Art. 6

Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:
From: 2008 To: Present
Name and Address of Business:
Golisano Children's Hospital at Strong (URMC)
601 Elmwood Ave, Rochester NY 14642
Business Type: Hospital Foundation Office Held/Nature of Interest: Board of Directors
[checked] open [] closed [] proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:



Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

Form with fields: From: 2006, To: Present, Business Type: Hospital Foundation, Name and Address of Business: Newark-Wayne Community Hospital Foundation, Office Held/Nature of Interest: Board of Directors (Chairman 2014), checkboxes for open, closed, proposed.

Redacted pursuant to N.Y. Public Officers Law, Art. 6

Form with fields: Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable; From; To; Business Type; Office Held/Nature of Interest; checkboxes for open, closed, proposed.



Appendix A:
Affidavit for Board Members, Officers, Managers, Owners, Partners,
Principal Stakeholders, Directors, and Members

19. Affirmative Statement of Qualifications

For individuals who have not previously served as a director/officer nor have had managerial experience, please include a statement below explaining how you are qualified to operate the proposed facility. This statement should include, but not be limited to, any relevant community/volunteer background and experience.

20. The undersigned certifies, under penalty of perjury, that the information contained herein or attached hereto is accurate, true, and complete in all material respects.

Signature:

[Handwritten signature]

Date:

June 1, 2015

Notary Name:

[Handwritten notary name]

Notary Registration Number:

01KR6100336

Notary (Notary Must Affix Stamp or Seal)

Date:

6/1/15

DAWN M. KRUL
Notary Public, State of New York
No. 01KR6100336
Qualified in Wayne County
Commission Expires Oct. 14, 2015

amsny

The Voice of Medical Education

Albany Medical College

May 11, 2015

Albert Einstein
College of Medicine of
Yeshiva University

To Whom It May Concern:

Columbia University
College of Physicians and
Surgeons

The Associated Medical Schools of New York (AMSNY) is the consortium of New York State's 16 public and private medical schools, which collectively educate 10 percent of the nation's physicians, provide vital patient care to New Yorkers and are leaders in biomedical research, driving scientific discovery and developing the next generations of cures. AMSNY supports the important work of the medical schools through its healthcare workforce, medical education and biomedical research initiatives.

Hofstra North Shore-LIJ
School of Medicine

Icahn School of Medicine at
Mount Sinai

NYIT College of Osteopathic
Medicine

AMSNY has for several years worked with Marshall BioResources, particularly on policy issues relating to biomedical research. Marshall BioResources not only provides products and services considered industry standards by many in the research community, it is a company with a demonstrated commitment to further developing and supporting New York State's burgeoning bioscience industry.

New York Medical College

New York University
School of Medicine

Sophie Davis School of
Biomedical Education
at CUNY

Over the past decade, federal funding for biomedical research, primarily through the National Institutes of Health, has effectively declined. At the same time, states such as California, Massachusetts and Texas (and indeed, regions across the globe) are investing billions in growing their bioscience economies, and creating investment and regulatory climates that support research. As a result, the market for scientific talent and private investment is increasingly competitive. Marshall BioResources has proven an important and valued partner to AMSNY as we work to maintain, and advance, New York State's competitive position in the bioscience sector.

Stony Brook University
Medical Center

SUNY Downstate
Medical Center

SUNY Upstate
Medical University

Touro College of
Osteopathic Medicine

Best regards,



University at Buffalo
School of Medicine and
Biomedical Sciences

University of Rochester
School of Medicine
And Dentistry

Jonathan Teyan
Chief Operating Officer
Associated Medical Schools of New York
Tel: 212-218-4610

jonathanteyan@amsny.org

Weill Cornell
Medical College

Associated Medical Schools of New York | 1270 Avenue of the Americas, Suite 606
New York, New York 10020 | 212-218-4610 | www.amsny.org

ROCHESTER REGIONAL HEALTH

Newark-Wayne Community Hospital

June 2, 2015

New York State Department of Health
Bureau of Narcotic Enforcement
Medical Marijuana Program
150 Broadway
Albany, NY 12204

To Whom It May Concern:

I am writing as a reference for Scott Marshall and the Marshall family.

I have known Scott through his work with the Newark-Wayne Community Hospital Foundation Board of Directors, where he has served for nine years and currently holds the position of Board Chair. The efforts of the Marshall family have helped improve the hospital's facilities, raise awareness of health issues, and enrich the health and well-being of the entire region. They have been consistent and strong supporters of Newark-Wayne Community Hospital's mission to serve the health needs of this community.

Because of the Marshall family's innovative and sustainable practices, the community has benefited from a locally grown small business which has blossomed into an international company that provides revenue in support of the local and state economy. Additionally, the Marshall family has provided hundreds of jobs for friends, family and neighbors in our region.

Please accept my strong endorsement of Scott and the Marshall family as you consider your applications.

Sincerely,



Dustin Riccio, M.D.
President of Regional Operations
Rochester Regional Health

John S. Sorbello
District 3 Director
New York Farm Bureau

May 28, 2015

New York State Department of Health
Bureau of Narcotic Enforcement
Medical Marijuana Program
150 Broadway
Albany, NY 12204

To Whom It May Concern:

I write today in my position as the District 3 State Director of the Farm Bureau in support of the Marshall family's plan to operate an indoor growing and processing facility in the town of Wolcott for the production of medical marijuana products. The new company, Butler Evergreen, will be a welcome addition to the regional agricultural community.

Both Butler Evergreen CEO Scott Marshall and Chief Security Officer Ken Van Fleet are active and respected members of the Wayne County Farm Bureau. The Marshalls are also successful in the often challenging world of agriculture. Their existing businesses already include highly secure, indoor agricultural facilities. So, I have every faith that Butler Evergreen will meet and exceed the state's standards for security. And they will do it with the expertise needed to be both secure and successful.

Butler Evergreen also has built an impressive team of experts from the fields of indoor agriculture, medical cannabis processing, secure dispensing, and medical research. The company plans to invest ten million dollars in the local community and to create approximately 100 new good paying jobs.

Please accept this letter in support of Butler Evergreen's plans to create a world class, controlled environment agricultural facility in Wayne County.

Sincerely,



John Sorbello



Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

Appendix A must be completed for all board members, officers, managers, owners, partners, principal stakeholders, directors, and members. For board members, officers, managers, owners, partners, directors, and members of the applicant that are not natural persons, Appendix A must be completed by each board member, officer, manager, owner, partner, director and member of that entity, going back to the level of ownership by a natural person. An Organizational Chart documenting your organizational structure must be included with this application.

1. Business Name: Butler Evergreen LLC
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Charles V. Wetmore 3. Title: CFO
4. Briefly describe the role of this person or entity in the proposed registered organization:
Direct all accounting operations including payables, receivables, cash management, and fiscal planning. Provide financial reports to management and ownership.
5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
[checked] Yes [] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [] Yes [checked] No
If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.



Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

7. Has this person or entity been convicted of a felony or had any type of registration or license suspended or revoked in any administrative or judicial proceeding?
[] Yes [x] No

If the answer to either of these questions is "Yes," a statement explaining the circumstances of the felony, suspension or revocation must be provided below.

8. Phone: [redacted]

9. Fax: [redacted]

10. Email: cwetmore@marshallfarms.com

11. Residence Address: [redacted]

12. City: [redacted]

13. State: [redacted]

14. ZIP Code: [redacted]

15. Formal Education

Dates Attended

Degree

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Row 1: SUNY at Oswego, 7060 Route 104 Oswego, NY 13126, 9/1981, 12/1984, BA Economics, 12/1984.



Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

Table with 5 columns: Type of Professional License, License Number, Institution Granting License (Mailing Address, Phone, Email), Effective Date, Expiration Date. Header: 16. Licenses Held: List any and all licenses issued by a governmental or other regulatory entity.

17. Employment History for the Past 10 Years: Start with MOST RECENT employment and include employment during the last 10 years. Attach additional copies of page 3, if necessary.

Redacted pursuant to N.Y. Public Officers Law, Art. 6

Reason For Departure:
Name of Employer:
Type of Business:



Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

Form with multiple sections for personal and professional information, including fields for Street Address, City, State, Zip Code, Starting Date of Employment, Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, Position/Responsibilities, Reason For Departure, Name of Employer, and Type of Business.



Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

Form with multiple sections for business information, including Type of Business, Street Address, City/State/Zip, Employment Dates, Supervisor Information, and Position/Responsibilities. Includes a section for 'Reason For Departure' and '18. Offices Held or Ownership Interest in Other Businesses'.

Redacted pursuant to N.Y. Public Officers Law, Art. 6



Appendix A:

**Affidavit for Board Members, Officers, Managers, Owners, Partners,
Principal Stakeholders, Directors, and Members**
Redacted pursuant to N.Y. Public Officers Law, Art. 6



Appendix A:

**Affidavit for Board Members, Officers, Managers, Owners, Partners,
Principal Stakeholders Directors and Members**
Redacted pursuant to N.Y. Public Officers Law, Art. 6



Appendix A:

**Affidavit for Board Members, Officers, Managers, Owners, Partners,
Principal Stakeholders, Directors, and Members**
Redacted pursuant to N.Y. Public Officers Law, Art. 6



Appendix A:
**Affidavit for Board Members, Officers, Managers, Owners, Partners,
Principal Stakeholders, Directors, and Members**
Redacted pursuant to N.Y. Public Officers Law, Art. 6



Appendix A:
**Affidavit for Board Members, Officers, Managers, Owners, Partners,
Principal Stakeholders, Directors, and Members**
Redacted pursuant to N.Y. Public Officers Law, Art. 6



Appendix A:
**Affidavit for Board Members, Officers, Managers, Owners, Partners,
Principal Stakeholders, Directors, and Members**
Redacted pursuant to N.Y. Public Officers Law, Art. 6



Appendix A:
**Affidavit for Board Members, Officers, Managers, Owners, Partners,
Principal Stakeholders, Directors, and Members**
Redacted pursuant to N.Y. Public Officers Law, Art. 6



Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

19. Affirmative Statement of Qualifications

For individuals who have not previously served as a director/officer nor have had managerial experience, please include a statement below explaining how you are qualified to operate the proposed facility. This statement should include, but not be limited to, any relevant community/volunteer background and experience.

20. The undersigned certifies, under penalty of perjury, that the information contained herein or attached hereto is accurate, true, and complete in all material respects.

Signature: [Handwritten Signature]

Date: 5/22/2015

Notary Name:

Notary Registration Number:

Notary (Notary Must Affix Stamp or Seal)

Date:

THOMAS W. RYAN
Notary Public, State of New York
Qualified in Wayne County
No. 01RY6228310
Commission Expires October 12, 2018

[Handwritten Signature] 5/22/15



Appendix A:
Affidavit for Board Members, Officers, Managers, Owners, Partners,
Principal Stakeholders, Directors, and Members

Appendix A must be completed for all board members, officers, managers, owners, partners, principal stakeholders, directors, and members. For board members, officers, managers, owners, partners, directors, and members of the applicant that are not natural persons, Appendix A must be completed by each board member, officer, manager, owner, partner, director and member of that entity, going back to the level of ownership by a natural person. An Organizational Chart documenting your organizational structure must be included with this application.

1. Business Name: Butler Evergreen LLC
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Kenneth L. VanFleet Jr. 3. Title: Director of Security
4. Briefly describe the role of this person or entity in the proposed registered organization:
The Director of Security will provide programmatic definition and oversight for Butler Evergreen's Security program at the cultivation facility and all four dispensary locations.
5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
[X] Yes [] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [] Yes [X] No
If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.



Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

7. Has this person or entity been convicted of a felony or had any type of registration or license suspended or revoked in any administrative or judicial proceeding?
Yes No

If the answer to either of these questions is "Yes," a statement explaining the circumstances of the felony, suspension or revocation must be provided below.

8. Phone 9. Fax

10. Email

11. Residence Address

12. City 13. State: 14. ZIP Code:

15. Formal Education Dates Attended Degree

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Contains entries for Cayuga Community College and SUNY College at Oswego.



Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

16. Licenses Held: List any and all licenses issued by a governmental or other regulatory entity. Table with columns: Type of Professional License, License Number, Institution Granting License, Effective Date, Expiration Date. Includes entries for Security Guard Instructor, Armed Guard, and Armed Security Guard Instructor.

Redacted pursuant to N.Y. Public Officers Law, Art. 6

Name of Employer:
Type of Business:



Appendix A:
Affidavit for Board Members, Officers, Managers, Owners, Partners,
Principal Stakeholders, Directors, and Members

Form with multiple sections for personal and professional information, including fields for Street Address, City, State, Zip Code, Starting Date of Employment, Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, Position/Responsibilities, Reason For Departure, Name of Employer, and Type of Business.



Appendix A:
Affidavit for Board Members, Officers, Managers, Owners, Partners,
Principal Stakeholders, Directors, and Members

Form with multiple sections for business information, including fields for Type of Business, Street Address, City, State, Zip Code, Starting/Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, Position/Responsibilities, Reason For Departure, and a section for other businesses with a Yes/No checkbox.

Redacted pursuant to N.Y. Public Officers Law, Art. 6

Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:



Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

Form with three identical sections for business information. Each section includes fields for 'From:', 'To:', 'Business Type:', 'Office Held/Nature of Interest:', and 'Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:'. The 'Office Held/Nature of Interest:' field includes checkboxes for 'open', 'closed', and 'proposed'.



Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

19. Affirmative Statement of Qualifications

For individuals who have not previously served as a director/officer nor have had managerial experience, please include a statement below explaining how you are qualified to operate the proposed facility. This statement should include, but not be limited to, any relevant community/volunteer background and experience.

20. The undersigned certifies, under penalty of perjury, that the information contained herein or attached hereto is accurate, true, and complete in all material respects.

Signature: [Handwritten Signature]

Date: 5/26/2015

Notary Name: Juli Ann Bixby

Notary Registration Number: 01B14857115

Notary (Notary Must Affix Stamp or Seal)
JULI ANN BIXBY
NOTARY PUBLIC-STATE OF NEW YORK
No. 01B14857115
Qualified in Wayne County
My Commission Expires April 28, 2018

Date: 5/26/2015



Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

Appendix A must be completed for all board members, officers, managers, owners, partners, principal stakeholders, directors, and members. For board members, officers, managers, owners, partners, directors, and members of the applicant that are not natural persons, Appendix A must be completed by each board member, officer, manager, owner, partner, director and member of that entity, going back to the level of ownership by a natural person. An Organizational Chart documenting your organizational structure must be included with this application.

1. Business Name: Butler Evergreen, LLC
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Mark Edward Doherty 3. Title: Chief Operating Officer
4. Briefly describe the role of this person or entity in the proposed registered organization:
Provide leadership and management to Butler Evergreen, LLC to ensure that production, processing, laboratory and dispensary departments operate at maximum efficiency and optimal service to patients and caregivers. Under the direction of the CEO and CFO, COO will collaborate with CSO, QAO, and other Directors to execute the master operational plan.
5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
[checked] Yes [] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [] Yes [checked] No
If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.



Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

7. Has this person or entity been convicted of a felony or had any type of registration or license suspended or revoked in any administrative or judicial proceeding?
[] Yes [x] No

If the answer to either of these questions is "Yes," a statement explaining the circumstances of the felony, suspension or revocation must be provided below.

8. Phone: [Redacted]

9. Fax:

10. Email: [Redacted]

11. Residence Address: [Redacted]

12. City: [Redacted]

13. State: [Redacted]

14. ZIP Code: [Redacted]

15. Formal Education

Dates Attended

Degree

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Contains three rows of education data.



**Appendix A:
Affidavit for Board Members, Officers, Managers, Owners, Partners,
Principal Stakeholders, Directors, and Members**

16. Licenses Held: List any and all licenses issued by a governmental or other regulatory entity.

Type of Professional License	License Number	Institution Granting License (Mailing Address, Phone, Email)	Effective Date	Expiration Date
Federal Secret Security Clearance	DOD# [REDACTED]	U.S. Office of Personnel Management; 1900 E St. NW, Washington, DC, 20415	10/24/2014	10/23/2024
Federal Secret Security Clearance (Addl; Contact Info)		OPM Phone #: 202-606-1800		
Federal Secret Security Clearance (Addl; Contact Info)		Air Force Research Lab - AFRL/RIK 26 Electronic Pky. Rome, NY 13441 A. Spinelli, SASM 315-303-4739		
New York State Gaming License - Oneida Indian Nation	License # 16600	Oneida Indian Nation Gaming Commission 5218 Patrick Road Verona, NY 13478	10/14/2004	1/1/2005

17. Employment History for the Past 10 Years: Start with MOST RECENT employment and include employment during the last 10 years. Attach additional copies of page 3 if necessary.

Redacted pursuant to N.Y. Public Officers Law, Art. 6

Name of Employer: United States Air Force - Air Force Research Lab, Rome NY
Type of Business: U.S. Government Contracting



Appendix A:
Affidavit for Board Members, Officers, Managers, Owners, Partners,
Principal Stakeholders, Directors, and Members

Table with 3 columns: Street Address, City, State, Zip Code, Starting Date of Employment, Ending Date of Employment



Position/Responsibilities:

Under the direction of a Contracting Officer; developed, negotiated and assembled contracts between the Air Force Research Laboratory Information Directorate (AFRL/RIKE) and selected contractors.

Reason For Departure:

Redacted pursuant to N.Y. Public Officers Law, Art. 6



Appendix A:

**Affidavit for Board Members, Officers, Managers, Owners, Partners,
Principal Stakeholders, Directors, and Members**
Redacted pursuant to N.Y. Public Officers Law, Art. 6

18. Offices Held or Ownership Interest in Other Businesses

List any affiliations you have been associated with in the past 10 years. Affiliation, for the purpose of this section, includes serving as either a board member, officer, manager, owner, partner, principal stakeholder, director or member of the organization. Organizations outside of New York State must also be disclosed.

Have you owned or operated a business or had any affiliations with the operations of a business in New York, in the USA, or in other countries? Yes No

Redacted pursuant to N.Y. Public Officers Law, Art. 6



Appendix A:
Affidavit for Board Members, Officers, Managers, Owners, Partners,
Principal Stakeholders, Directors, and Members
Redacted pursuant to N.Y. Public Officers Law, Art. 6

Form with fields: From, To, Business Type, Name and Address of Business, Office Held/Nature of Interest, Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable. Includes checkboxes for open, closed, proposed.



Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

19. Affirmative Statement of Qualifications

For individuals who have not previously served as a director/officer nor have had managerial experience, please include a statement below explaining how you are qualified to operate the proposed facility. This statement should include, but not be limited to, any relevant community/volunteer background and experience.

20. The undersigned certifies, under penalty of perjury, that the information contained herein or attached hereto is accurate, true, and complete in all material respects.

Signature: [Handwritten Signature] Date: 6/4/15

Notary Name: HAROLD J ROSENTHAL Notary Registration Number: 4609489

Notary (Notary Must Affix Stamp or Seal) [Handwritten Signature] Date: June 4, 2015
HAROLD J. ROSENTHAL
NOTARY PUBLIC, State of New York
No. 4609489
Qualified in Albany County
Commission Expires March 30, 2017



Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

Appendix A must be completed for all board members, officers, managers, owners, partners, principal stakeholders, directors, and members. For board members, officers, managers, owners, partners, directors, and members of the applicant that are not natural persons, Appendix A must be completed by each board member, officer, manager, owner, partner, director and member of that entity, going back to the level of ownership by a natural person. An Organizational Chart documenting your organizational structure must be included with this application.

1. Business Name: Butler Evergreen
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Steven F. Moore 3. Title: Dispensary Services Director
4. Briefly describe the role of this person or entity in the proposed registered organization:
Dr. Moore is a practicing pharmacist and the [redacted] He also currently serves a volunteer on the Board of Directors for The Pharmacists Society of the State of New York (PSSNY). Dr. Moore is a member of the Butler Evergreen Advisory Board and assisting with the development and implementation of pharmaceutical best practices, dispensary operating procedures, patient interaction, and regulatory compliance. Post licensure, he will transition to the role of Dispensary Services Director with responsibility for oversight of the pharmacists and dispensary staff.
5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
[checked] Yes [] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [checked] Yes [] No
If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.
Redacted pursuant to N.Y. Public Officers Law, Art. 6



Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

7. Has this person or entity been convicted of a felony or had any type of registration or license suspended or revoked in any administrative or judicial proceeding?
Yes No

If the answer to either of these questions is "Yes," a statement explaining the circumstances of the felony, suspension or revocation must be provided below.

8. Phone: [Redacted] 9. Fax: [Redacted]

10. Email: [Redacted]

11. Residence Address: [Redacted]

12. City: [Redacted] 13. State: [Redacted] 14. ZIP Code: [Redacted]

15. Formal Education Dates Attended Degree

Institution Address From To Degree Received Date Received

Ernest Mario School of Pharmacy, Rutgers Piscataway Township, NJ 08854 8/98 5/04 Doctor of Pharmacy 5/04

[Empty row]

[Empty row]

[Empty row]

[Empty row]



Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

Table with 5 columns: Type of Professional License, License Number, Institution Granting License (Mailing Address, Phone, Email), Effective Date, Expiration Date. Contains two rows of license data for Pharmacist (NY) and Pharmacist (NJ).

17. Employment History for the Past 10 Years: Start with MOST RECENT employment and include employment during the last 10 years. Attach additional copies of page 3, if necessary.

Redacted pursuant to N.Y. Public Officers Law, Art. 6



Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members Redacted pursuant to N.Y. Public Officers Law, Art. 6

Form with multiple rows for employee information, including fields for Reason For Departure, Name of Employer, Type of Business, Street Address, City, State, Zip Code, Starting Date of Employment, Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, and Position/Responsibilities.



Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

Form with multiple sections for business information, including fields for Type of Business, Street Address, City, State, Zip Code, Starting/Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, Position/Responsibilities, Reason For Departure, and a section for 18. Offices Held or Ownership Interest in Other Businesses.

Redacted pursuant to N.Y. Public Officers Law, Art. 6



Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors and Members Redacted pursuant to N.Y. Public Officers Law, Art. 6

Form with fields for From, To, Business Type, Office Held/Nature of Interest, and Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable. Includes checkboxes for open, closed, and proposed.



Appendix A:
Affidavit for Board Members, Officers, Managers, Owners, Partners,
Principal Stakeholders, Directors, and Members

19. Affirmative Statement of Qualifications

For individuals who have not previously served as a director/officer nor have had managerial experience, please include a statement below explaining how you are qualified to operate the proposed facility. This statement should include, but not be limited to, any relevant community/volunteer background and experience.

20. The undersigned certifies, under penalty of perjury, that the information contained herein or attached hereto is accurate, true, and complete in all material respects.

Signature: [Handwritten Signature]

Date: 5/26/15

Notary Name: ROBIN PROVOST

Notary Registration Number: 07PR5044769

Notary (Notary Must Affix Stamp or Seal)
[Handwritten Signature]

Date: 5/26/15

Robin R. Provost
Notary Public, State of New York
Qualified in Ontario County
Reg. No. 07PR5044769
Commission Expires June 5, 2019



Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

Appendix A must be completed for all board members, officers, managers, owners, partners, principal stakeholders, directors, and members. For board members, officers, managers, owners, partners, directors, and members of the applicant that are not natural persons, Appendix A must be completed by each board member, officer, manager, owner, partner, director and member of that entity, going back to the level of ownership by a natural person. An Organizational Chart documenting your organizational structure must be included with this application.

1. Business Name: Butler Evergreen LLC
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Todd Marshall 3. Title: Shareholder
4. Briefly describe the role of this person or entity in the proposed registered organization:
Minority Shareholder
5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
[] Yes [x] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [] Yes [x] No
If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.



Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

7. Has this person or entity been convicted of a felony or had any type of registration or license suspended or revoked in any administrative or judicial proceeding?
[] Yes [X] No

If the answer to either of these questions is "Yes," a statement explaining the circumstances of the felony, suspension or revocation must be provided below.

8. Phone: [Redacted]

9. Fax:

10. Email: [Redacted]

11. Residence Address: [Redacted]

12. City: [Redacted]

13. State: [Redacted]

14. ZIP Code: [Redacted]

15. Formal Education

Dates Attended

Degree

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Rows include Cornell University, Univ. of Vermont, and Syracuse University.



Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

Table with 5 columns: Type of Professional License, License Number, Institution Granting License (Mailing Address, Phone, Email), Effective Date, Expiration Date. Row 1: Marriage and Family Therapy, 000801-1, Univ. of the State of NY Education Department Office of the Professions, 03/31/2018.

17. Employment History for the Past 10 Years: Start with MOST RECENT employment and include employment during the last 10 years. Attach additional copies of page 3 if necessary.

Redacted pursuant to N.Y. Public Officers Law, Art. 6

Reason For Departure:
Name of Employer:
Type of Business:



Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

Form with multiple sections for personal and professional information, including fields for Street Address, City, State, Zip Code, Starting Date of Employment, Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, Position/Responsibilities, Reason For Departure, Name of Employer, and Type of Business.



Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

Form with multiple sections for business information, including Type of Business, Street Address, City/State/Zip, Starting/Ending Dates of Employment, Name of Supervisor, and Position/Responsibilities. Includes a section for 'Reason For Departure' and '18. Offices Held or Ownership Interest in Other Businesses'.

Redacted pursuant to N.Y. Public Officers Law, Art. 6



Appendix A:

**Affidavit for Board Members, Officers, Managers, Owners, Partners,
Principal Stakeholders, Directors, and Members**
Redacted pursuant to N.Y. Public Officers Law, Art. 6



Appendix A:

**Affidavit for Board Members, Officers, Managers, Owners, Partners,
Principal Stakeholders, Directors, and Members**
Redacted pursuant to N.Y. Public Officers Law, Art. 6



Appendix A:
Affidavit for Board Members, Officers, Managers, Owners, Partners,
Principal Stakeholders, Directors, and Members
Redacted pursuant to N.Y. Public Officers Law, Art. 6



Appendix A:
**Affidavit for Board Members, Officers, Managers, Owners, Partners,
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Appendix A:
**Affidavit for Board Members, Officers, Managers, Owners, Partners,
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Appendix A:
Affidavit for Board Members, Officers, Managers, Owners, Partners,
Principal Stakeholders, Directors, and Members
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Appendix A:
Affidavit for Board Members, Officers, Managers, Owners, Partners,
Principal Stakeholders, Directors, and Members
Redacted pursuant to N.Y. Public Officers Law, Art. 6

Form with three identical sections for business information. Each section includes fields for: Name, Address and Phone Number of Licensing/Regulatory Agency; From/To; Name and Address of Business; Business Type; Office Held/Nature of Interest; and checkboxes for open, closed, and proposed.



Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

19. Affirmative Statement of Qualifications

For individuals who have not previously served as a director/officer nor have had managerial experience, please include a statement below explaining how you are qualified to operate the proposed facility. This statement should include, but not be limited to, any relevant community/volunteer background and experience.

20. The undersigned certifies, under penalty of perjury, that the information contained herein or attached hereto is accurate, true, and complete in all material respects.

Notary section containing signature, name, registration number, and date. Includes printed notary information for Anne M Bishop, No. 01BI5075924, Notary Public, State of New York, Qualified in Cayuga County, My Commission expires 04/07/2019.



Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

Appendix A must be completed for all board members, officers, managers, owners, partners, principal stakeholders, directors, and members. For board members, officers, managers, owners, partners, directors, and members of the applicant that are not natural persons, Appendix A must be completed by each board member, officer, manager, owner, partner, director and member of that entity, going back to the level of ownership by a natural person. An Organizational Chart documenting your organizational structure must be included with this application.

1. Business Name: Butler Evergreen LLC
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Gary W. Marshall 3. Title: Lender
4. Briefly describe the role of this person or entity in the proposed registered organization:
Gary is the [redacted] of Scott, Todd, and Adam Marshall who are shareholders of Butler Evergreen LLC. Gary has no ownership but will be one of the lenders.
5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
[] Yes [x] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [] Yes [x] No
If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.



Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

7. Has this person or entity been convicted of a felony or had any type of registration or license suspended or revoked in any administrative or judicial proceeding?
[] Yes [x] No

If the answer to either of these questions is "Yes," a statement explaining the circumstances of the felony, suspension or revocation must be provided below.

8. Phone: [Redacted]

9. Fax:

10. Email: [Redacted]

11. Residence Address: [Redacted]

12. City: [Redacted]

13. State: [Redacted]

14. ZIP Code: [Redacted]

15. Formal Education

Dates Attended

Degree

Redacted pursuant to N.Y. Public Officers Law, Art. 6

Table with 6 columns: Institution, Address, Start Date, End Date, Degree, and Date. Row 1: Cornell University, Day Hall Ithaca, NY 14853, 9/1960, 5/1964, BS Agricultural Economics, 6/15/1964.



Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

Table with 5 columns: Type of Professional License, License Number, Institution Granting License (Mailing Address, Phone, Email), Effective Date, Expiration Date. Row 1: 16. Licenses Held: List any and all licenses issued by a governmental or other regulatory entity.

17. Employment History for the Past 10 Years: Start with MOST RECENT employment and include employment during the last 10 years. Attach additional copies of page 3 if necessary.

Redacted pursuant to N.Y. Public Officers Law, Art. 6

Reason For Departure:
Name of Employer:
Type of Business:



Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

Form with multiple sections for personal and professional information, including fields for Street Address, City, State, Zip Code, Starting Date of Employment, Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, Position/Responsibilities, Reason For Departure, Name of Employer, and Type of Business.



Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

Form with multiple sections for business information, including fields for Type of Business, Street Address, City, State, Zip Code, Starting/Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, and Position/Responsibilities. Includes a section for Reason For Departure and a section for 18. Offices Held or Ownership Interest in Other Businesses.

Redacted pursuant to N.Y. Public Officers Law, Art. 6



Appendix A:
**Affidavit for Board Members, Officers, Managers, Owners, Partners,
Principal Stakeholders, Directors, and Members**
Redacted pursuant to N.Y. Public Officers Law, Art. 6



Appendix A:
Affidavit for Board Members, Officers, Managers, Owners, Partners,
Principal Stakeholders, Directors, and Members
Redacted pursuant to N.Y. Public Officers Law, Art. 6



Appendix A:

**Affidavit for Board Members, Officers, Managers, Owners, Partners,
Principal Stakeholders Directors and Members**
Redacted pursuant to N.Y. Public Officers Law, Art. 6



Appendix A:

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Appendix A:
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Appendix A:
Affidavit for Board Members, Officers, Managers, Owners, Partners,
Principal Stakeholders, Directors, and Members
Redacted pursuant to N.Y. Public Officers Law, Art. 6

Form with fields for: Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable; From; To; Business Type; Name and Address of Business; Office Held/Nature of Interest; open, closed, proposed checkboxes.



Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

19. Affirmative Statement of Qualifications

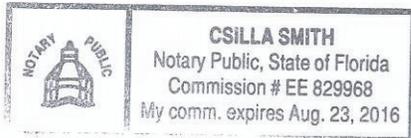
For individuals who have not previously served as a director/officer nor have had managerial experience, please include a statement below explaining how you are qualified to operate the proposed facility. This statement should include, but not be limited to, any relevant community/volunteer background and experience.

20. The undersigned certifies, under penalty of perjury, that the information contained herein or attached hereto is accurate, true, and complete in all material respects.

Signature: Gary W Marshall Date: 5/27/15

Notary Name: CSILLA SMITH Notary Registration Number: CSILLA SMITH EE 829968

Notary (Notary Must Affix Stamp or Seal) Date: 5/27/15





Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

Appendix A must be completed for all board members, officers, managers, owners, partners, principal stakeholders, directors, and members. For board members, officers, managers, owners, partners, directors, and members of the applicant that are not natural persons, Appendix A must be completed by each board member, officer, manager, owner, partner, director and member of that entity, going back to the level of ownership by a natural person. An Organizational Chart documenting your organizational structure must be included with this application.

1. Business Name: Butler Evergreen LLC
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Adam Marshall 3. Title: Shareholder
4. Briefly describe the role of this person or entity in the proposed registered organization:
Minority shareholder and board member
5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
[] Yes [x] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [] Yes [x] No
If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.



Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

7. Has this person or entity been convicted of a felony or had any type of registration or license suspended or revoked in any administrative or judicial proceeding?
[] Yes [x] No

If the answer to either of these questions is "Yes," a statement explaining the circumstances of the felony, suspension or revocation must be provided below.

8. Phone: [redacted]

9. Fax:

10. Email: [redacted]

11. Residence Address: [redacted]

12. City: [redacted]

13. State: [redacted]

14. ZIP Code: [redacted]

15. Formal Education

Dates Attended

Degree

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Contains two rows of education data from Cornell University.



Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

Table with 5 columns: Type of Professional License, License Number, Institution Granting License (Mailing Address, Phone, Email), Effective Date, Expiration Date. Row 1: Florida Civil P.E., 71533, FL Board of Professional Engineers, 6/2010, 2/2017.

17. Employment History for the Past 10 Years: Start with MOST RECENT employment and include employment during the

Redacted pursuant to N.Y. Public Officers Law, Art. 6



Appendix A:

**Affidavit for Board Members, Officers, Managers, Owners, Partners,
Principal Stakeholders, Directors, and Members**
Redacted pursuant to N.Y. Public Officers Law, Art. 6



Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

Form with multiple sections for business information, including fields for Type of Business, Street Address, City, State, Zip Code, Starting/Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, and Position/Responsibilities. Includes a section for Reason For Departure and a section for 18. Offices Held or Ownership Interest in Other Businesses.

Redacted pursuant to N.Y. Public Officers Law, Art. 6



Appendix A:

**Affidavit for Board Members, Officers, Managers, Owners, Partners,
Principal Stakeholders Directors and Members**
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Appendix A:
**Affidavit for Board Members, Officers, Managers, Owners, Partners,
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Appendix A:
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Appendix A:

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Appendix A:
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Appendix A:
Affidavit for Board Members, Officers, Managers, Owners, Partners,
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Redacted pursuant to N.Y. Public Officers Law, Art. 6

Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:
From: Name and Address of Business:
To:
Business Type: Office Held/Nature of Interest: [x] open [] closed [] proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:



Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

19. Affirmative Statement of Qualifications
For individuals who have not previously served as a director/officer nor have had managerial experience, please include a statement below explaining how you are qualified to operate the proposed facility. This statement should include, but not be limited to, any relevant community/volunteer background and experience.
20. The undersigned certifies, under penalty of perjury, that the information contained herein or attached hereto is accurate, true, and complete in all material respects.
Signature: [Handwritten Signature] Date: 5/15/15
Notary Name: [Handwritten Name] Notary Registration Number: EE 171499
Notary (Notary Must Affix Stamp or Seal) Date: 5-15-2015
DONNA L. PAULSON
Notary Public, State of Florida
My Comm. Expires Feb. 20, 2016
No. EE 171499



Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

Appendix A must be completed for all board members, officers, managers, owners, partners, principal stakeholders, directors, and members. For board members, officers, managers, owners, partners, directors, and members of the applicant that are not natural persons, Appendix A must be completed by each board member, officer, manager, owner, partner, director and member of that entity, going back to the level of ownership by a natural person. An Organizational Chart documenting your organizational structure must be included with this application.

1. Business Name: Butler Evergreen LLC
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Matthew Clayton Germano 3. Title: Cultivation Operations Dir.
4. Briefly describe the role of this person or entity in the proposed registered organization:
Responsible for the implementation of facility cultivation SOPs: oversight, management, and success of the growing operation from start (i.e., seed, tissue culture, or clone as appropriate) to the point of handing off plant materials to the Extraction department. Schedules and maintains all plant and plant related operations from cuttings and clones in the propagation phase, through vegetation, flowering and hand-off to Extraction Operations. Develops and maintains Integrated Crop Management (ICM) and Integrated Pest Management (IPM) program; oversees and enforces daily operations. Accountable for implementing all compliance programs including batch numbering of plants in compliance with documented company and procedures.
5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
[checked] Yes [] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [] Yes [checked] No
If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.



Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

7. Has this person or entity been convicted of a felony or had any type of registration or license suspended or revoked in any administrative or judicial proceeding?
[] Yes [x] No

If the answer to either of these questions is "Yes," a statement explaining the circumstances of the felony, suspension or revocation must be provided below.

8. Phone: 2 [redacted]

9. Fax:

10. Email: [redacted]

11. Residence Address: [redacted]

12. City: [redacted]

13. State: [redacted]

14. ZIP Code: [redacted]

15. Formal Education

Dates Attended

Degree

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Row 1: Georgia Southern University, Statesboro, GA, 1994, 1996, N/A, N/A.



Appendix A:
Affidavit for Board Members, Officers, Managers, Owners, Partners,
Principal Stakeholders, Directors, and Members

Table with 5 columns: Type of Professional License, License Number, Institution Granting License (Mailing Address, Phone, Email), Effective Date, Expiration Date. Row 1: Massage Therapist (WA), MA-00023369, Washington State Dept. of Health, June 2007, Continued.

17. Employment History for the Past 10 Years: Start with MOST RECENT employment and include employment during the last 10 years. Attach additional copies of page 3, if necessary.

Redacted pursuant to N.Y. Public Officers Law, Art. 6



Appendix A:

**Affidavit for Board Members, Officers, Managers, Owners, Partners,
Principal Stakeholders, Directors, and Members**
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Appendix A:
Affidavit for Board Members, Officers, Managers, Owners, Partners,
Principal Stakeholders, Directors, and Members
Redacted pursuant to N.Y. Public Officers Law, Art. 6

Form with fields: Name of Employer, Type of Business, Street Address, City, State, Zip Code, Starting Date of Employment, Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, Position/Responsibilities, Reason For Departure, 18. Offices Held or Ownership Interest in Other Businesses, Have you owned or operated a business..., From, To, Business Type, Office Held/Nature of Interest, Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable.



Appendix A:
Affidavit for Board Members, Officers, Managers, Owners, Partners,
Principal Stakeholders, Directors, and Members

Form with three identical sections for business registration details. Each section includes fields for 'From:', 'To:', 'Business Type:', 'Office Held/Nature of Interest:', and 'Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:'. The 'Office Held/Nature of Interest' field includes checkboxes for 'open', 'closed', and 'proposed'.



Appendix A:
Affidavit for Board Members, Officers, Managers, Owners, Partners,
Principal Stakeholders, Directors, and Members

19. Affirmative Statement of Qualifications

For individuals who have not previously served as a director/officer nor have had managerial experience, please include a statement below explaining how you are qualified to operate the proposed facility. This statement should include, but not be limited to, any relevant community/volunteer background and experience.

20. The undersigned certifies, under penalty of perjury, that the information contained herein or attached hereto is accurate, true, and complete in all material respects.

Signature: M. Clay Gorman Date: 6-4-15

Notary Name: HAROLD J ROSENTHAL Notary Registration Number: 4609489

Notary (Notary Must Affix Stamp or Seal) Date: June 4, 2015

HAROLD J. ROSENTHAL
NOTARY PUBLIC, State of New York
No. 4609489
Qualified in Albany County
Commission Expires March 30, 2017
SEPT 30, 2017



Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

Appendix A must be completed for all board members, officers, managers, owners, partners, principal stakeholders, directors, and members. For board members, officers, managers, owners, partners, directors, and members of the applicant that are not natural persons, Appendix A must be completed by each board member, officer, manager, owner, partner, director and member of that entity, going back to the level of ownership by a natural person. An Organizational Chart documenting your organizational structure must be included with this application.

1. Business Name: Butler Evergreen LLC
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Alex Parisi 3. Title: Director of Processing
4. Briefly describe the role of this person or entity in the proposed registered organization:
Responsible for transforming flower product into extracted concentrates and the inclusion of such concentrates in final patient-ready formulations. Responsible for the oversight, management, and success of the processing phases of the product -- various extraction techniques and various utilization of the extract. Personnel Management of entire Extraction staff. Develops policies and procedures for extraction of cannabis, and infusion concentrates into final patient-ready formulations in compliance with HACCP and Good Manufacturing Practices. Directs maintenance and cleaning of extractors, and product formulation equipment and production equipment. Trains and develops extraction/product formulation labor staff.
5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
[checked] Yes [] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [] Yes [checked] No
If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.



Appendix A:
Affidavit for Board Members, Officers, Managers, Owners, Partners,
Principal Stakeholders, Directors, and Members

7. Has this person or entity been convicted of a felony or had any type of registration or license suspended or revoked in any administrative or judicial proceeding?
[checked] Yes [] No

If the answer to either of these questions is "Yes," a statement explaining the circumstances of the felony, suspension or revocation must be provided below.

Redacted pursuant to N.Y. Public Officers Law, Art. 6

8. Phone: [redacted]

9. Fax:

10. Email: [redacted]

11. Residence Address: [redacted]

12. City: [redacted]

13. State: [redacted]

14. ZIP Code: [redacted]

15. Formal Education

Dates Attended

Degree

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Contains two rows of education data: University of Central Florida and United States Airforce. Embry Riddle.



Appendix A:
Affidavit for Board Members, Officers, Managers, Owners, Partners,
Principal Stakeholders, Directors, and Members

Table with 5 columns: Type of Professional License, License Number, Institution Granting License (Mailing Address, Phone, Email), Effective Date, Expiration Date. Row 1: Liquor License, 408277t-2K, Washington State Liquor Control Board, 2011, Expires Annually.

Redacted pursuant to N.Y. Public Officers Law, Art. 6



Appendix A:

**Affidavit for Board Members, Officers, Managers, Owners, Partners,
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Name of Employer: US Airforce



Appendix A:
Affidavit for Board Members, Officers, Managers, Owners, Partners,
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Form with multiple sections for business information, including: Type of Business: Military Service; Street Address: Cannon Air Force Base; City: Clovis, State: NM, Zip Code: 98108; Starting Date of Employment: 1999, Ending Date of Employment: 2002; Name of Supervisor for Reference: CMS Carrington 522nd Wing; Supervisor Phone Number; Position/Responsibilities: Crew Chief F-16; Tactical Aircraft Mechanic - responsible for the maintenance and oversight of aircraft.



Appendix A:
Affidavit for Board Members, Officers, Managers, Owners, Partners,
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Form with three identical sections for business information. Each section includes fields for 'From:', 'To:', 'Business Type:', 'Office Held/Nature of Interest:', and 'Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:'. The 'Office Held/Nature of Interest:' field includes checkboxes for 'open', 'closed', and 'proposed'.



Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

19. Affirmative Statement of Qualifications

For individuals who have not previously served as a director/officer nor have had managerial experience, please include a statement below explaining how you are qualified to operate the proposed facility. This statement should include, but not be limited to, any relevant community/volunteer background and experience.

20. The undersigned certifies, under penalty of perjury, that the information contained herein or attached hereto is accurate, true, and complete in all material respects.

Signature: [Handwritten Signature] Date: 5/29/2015
Notary Name: Harold J Rosenthal Notary Registration Number: 4609489
Notary (Notary Must Affix Stamp or Seal) Date: June 4, 2015
HAROLD J. ROSENTHAL
NOTARY PUBLIC, State of New York
No. 4609489
Qualified in Albany County
Commission Expires March 30, 2017

Attachment F
Labor Peace Agreement

Attachment F - Labor Peace Agreement

Requirement - 1004.5(b)(7): ... documentation that the applicant has entered into a labor peace agreement, as required by subdivision one of section thirty-three hundred sixty five of the public health law, with a bona-fide labor organization that is actively engaged in representing or attempting to represent the applicant's employees. The maintenance of such a labor peace agreement shall be an ongoing material condition of registration.

Response: Butler Evergreen has included here a letter indicating Butler Evergreen's agreement with the Rochester Regional Joint Board, Workers United, a bona-fide labor organization that intends to actively engage in representing the applicant's employees.

LABOR PEACE AGREEMENT

THIS AGREEMENT is made and entered into by and between Butler Evergreen LLC (the "Employer"), and the Rochester Regional Joint Board, Workers United (the "Union").

WHEREAS, the Employer is applying to the New York State Department of Health for registration as a registered organization authorized to grow, manufacture, distribute and dispense marijuana for medical use, and

WHEREAS, the Employer wishes to avoid the disruption which may result from picketing or other concerted activities by its employees, particularly in connection with self organization, and

WHEREAS, the Union wishes to assist the employees of the Employer in exercising their rights under federal labor law,

NOW, it is agreed as follows:

1. This Agreement shall cover all employees of the Employer (referred to herein as "Employees"), including but not limited to employees holding jobs as more specifically identified in classifications listed in Exhibit A or in classifications called by different names when performing similar duties, at any facility or facilities of the Employer (hereinafter referred to as a "facility" or collectively as "facilities"). The term "Employer" shall be deemed to include any person, firm, partnership, corporation, joint venture or other legal entity substantially under the control of the Employer that becomes a Registered Organization pursuant to New York's Medical Marijuana Program.

2. The parties hereby establish the following procedure for the purpose of ensuring an orderly environment for the exercise by the Employees of their rights under Section 7 of the National Labor Relations Act and to avoid picketing, boycotts, work stoppages and/or other economic action directed at the Employer or interference with the operations of the Employer at any facility covered by this Agreement. The procedure in this Agreement for the exercise of rights under Section 7 (paragraphs 3 through 9 below) shall not apply to individuals employed by the Employer who are not subject to organization pursuant to the National Labor Relations Act.

3. The parties mutually recognize that national labor law guarantees employees the right to form or select any labor organization to act as their exclusive representative for the purpose of collective bargaining with their employer, or to refrain from such activity.

4. The Employer will take an approach of strict neutrality to the unionization of Employees. The Employer will not do any action nor make any statement that will directly or indirectly state or imply any opposition by the Employer to the selection by such Employees of a collective bargaining agent, or preference for or opposition to any particular union as a bargaining agent. Upon request of the Union, the Employer shall issue a written statement jointly with the Union to the Employees acknowledging this Agreement and its terms.

5. The Union and its representatives will not coerce or threaten any Employee in an effort to obtain authorization cards.

6. If the Union provides written notice to the Employer of its intent to organize Employees covered by this Agreement, the Employer shall provide access to its premises and to such Employees by the Union to the extent permitted by law. The Union may engage in organizing efforts in non-public areas of the facilities during Employees' non-working times (before work, after work, and during meals and breaks) and/or during such other periods as the parties may mutually agree upon. "Organizing" includes communicating with Employees before and after recognition of the Union as provided in Paragraph 8.

7. Within ten (10) days following receipt of written notice of intent to organize Employees from the Union, the Employer will furnish the Union with a complete list of Employees, including both full and part-time Employees, showing their job classifications, departments and, if known by the Employer, addresses. Thereafter, the Employer will provide updated complete lists monthly upon request by the Union.

8. The Union may request recognition as the exclusive collective bargaining agent for Employees if it obtains written proof that a majority of the Employees in an appropriate unit have designated the Union as their exclusive collective bargaining representative. The Arbitrator identified in Paragraph 11, or another person mutually agreed to by Employer and Union, will conduct a review of Employees' authorization cards and membership information submitted by the Union in support of its claim that a majority of the Employees in an appropriate unit have designated the Union as their exclusive collective bargaining representative. If that review establishes that a majority of such Employees has designated the Union as their exclusive collective bargaining representative, the Employer will recognize the Union as such representative of such Employees. The Employer will not file a petition with the National Labor Relations Board for any election in connection with any demands for recognition provided for in this Agreement or file a notice of voluntary recognition with the NLRB, so that the decision of when and whether to provide such notice is within the sole discretion of the Union. If the Union notifies the NLRB of recognition pursuant to this Agreement, the Employer shall post the NLRB notice of recognition in accordance with the instructions from the NLRB immediately upon receipt of the notice. The Union and the Employer agree that if, after recognition of the Union by the Employer as provided for in this Paragraph, any other person or entity petitions the National Labor Relations Board for any election as a result of or despite recognition of the Union pursuant to this Paragraph, (a) the Employer and the Union will each request that the NLRB dismiss the petition on grounds of recognition bar or, if they have agreed to a collective bargaining agreement covering Employees at the time the petition is filed, on grounds of contract bar, (b) if the petition is not dismissed, the Employer and the Union shall agree to a full consent election agreement under Section 102.62(c) of the NLRB's Rules and Regulations, and (c) the Employer and the Union shall at all times abide by the provisions of this Agreement and the Union may file unfair labor practice charges. The Union and the Employer will not file any charges with the National Labor Relations Board in connection with any act or omission occurring within the context of this agreement; arbitration under Paragraph 11 shall be the exclusive remedy.

9. If the Union is recognized as the exclusive collective bargaining representative as provided in Paragraph 8, negotiations for a collective bargaining agreement shall be commenced immediately and conducted diligently and in good faith to the end of reaching agreement expeditiously.

10. During the life of this Agreement, whether or not the Union becomes the exclusive representative of the Employer's employees, the Union and its members will not engage in, call, authorize or encourage (by action or inaction) picketing, work stoppages, boycotts, or other economic interference with the Employer's business operations at any facility covered by this Agreement, and the Employer will not engage in a lockout of the Employees.

11. The parties agree that any disputes over the interpretation or application of this Agreement shall be submitted to expedited and binding arbitration, with a mutually agreeable arbitrator serving as the arbitrator. If the parties cannot mutually agree on an arbitrator within fourteen (14) days after a dispute is referred to arbitration under this Agreement, or if the selected arbitrator is unavailable to serve within fourteen (14) calendar days of notification, then the parties will proceed to arbitration in accordance with the American Arbitration Association's Labor Arbitration Rules. The arbitrator shall have the authority to determine the arbitration procedures to be followed. The arbitrator shall also have the authority to order the non-compliant party to comply with this Agreement. The parties hereto agree to comply with any order of the arbitrator, which shall be final and binding, and furthermore consent to the entry of any order of the arbitrator as the order or judgment of the court, without entry of findings of fact and conclusions of law.

12. This Agreement shall take effect when the Employer becomes a Registered Organization pursuant to New York's Medical Marijuana Program. This Agreement shall remain in effect until such time as the Employer is no longer a Registered Organization pursuant to New York's Medical Marijuana Program or until the parties mutually agree to terminate this Agreement, whichever comes first.

13. It is agreed that the term "Union" shall mean the Rochester Regional Joint Board, Workers United, except that with respect to dispensaries within the state of New York located south of the northern borders of Westchester and Orange counties, the term "Union" shall mean either the Rochester Regional Joint Board or other affiliate of Workers United.

14. This Agreement replaces, supersedes and makes void any Labor Peace Agreement that was executed by the Employer and the Union prior to the date this Agreement is executed by both the Employer and the Union.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands.

FOR THE EMPLOYER:

Butler Evergreen LLC

By: Scott W. Marshall

Its: Managing Member

Date: June 1, 2015

FOR THE UNION:

Rochester Regional Joint Board, Workers United

By: Jim P. [Signature]

Its: Assistant Manager

Date: 6/1/15

EXHIBIT A

All regular full-time and regular part-time employees at the facilities, including pharmacists*, pharmacy clerks, production workers, quality control, chemists*, maintenance, cleaners, office clerical, and security**, but excluding all managers and supervisors as defined in the National Labor Relations Act and excluding any other job title(s) not subject to organization pursuant to the National Labor Relations Act.

*Entitled to have a separate professional unit if they elect to do so.

**Security employees will be considered a separate unit.



June 1, 2015

New York State Department of Health
Bureau of Narcotic Enforcement
Medical Marijuana Program
150 Broadway
Albany, NY 12204

To Whom It May Concern:

I am writing to you today regarding the Butler Evergreen project in Wayne County, NY. Our organization has had a smooth and productive experience with Butler Evergreen in establishing a labor peace agreement.

Our union, The Rochester Regional Joint Board of Workers United, is a labor union with a history going back nearly 100 years. We currently represent over 7,000 workers in Upstate New York in a variety of industries. Aside from our main office in Rochester, we have district offices located in Buffalo, Syracuse and Ballston Spa, and our union's jurisdiction covers the entirety of upstate New York.

Our union has negotiated several labor peace agreements with developers and employers. Where labor peace agreements have been used, successful business operations and cooperative labor-management relationships have been the result.

I look forward to working with your agency and Butler Evergreen in the near future. Please contact me at 585-242-7665 anytime.

Sincerely,

Gary Bonadonna Jr.
Assistant Manager

GARY J. BONADONNA
Manager
International Vice-President

RONALD PICCONE
President

PRANAY SHAH
Vice-President

SHIRLEY SOBCZAK
Secretary-Treasurer

(585) 473-3280
Fax (585) 473-2109
800-383-3797
www.rrjb.org

ROCHESTER REGIONAL
JOINT BOARD
750 EAST AVENUE
ROCHESTER, NY 14607

Unions Bettering Lives



Attachment G
Financial Statement
(Application Related Business Transactions)

Attachment G - Financial Statement (Application Related Business Transactions)

Requirement - 1004.5(b)(10): ...a financial statement setting forth all elements and details of any business transactions connected with the application, including but not limited to all agreements and contracts for consultation and/or arranging for the assistance in preparing the application.

Response: Butler Evergreen has included here a Sources and Uses of Funds Statement setting forth all elements and details of business transactions connected with this application. In addition, we have included all agreements and contracts for consultation and assistance in preparing this application:

- Calyx King Consulting
- 4Front Ventures
- Sorensen, Wilder & Associates
- MedCann Advisors
- PC Public Affairs
- Ostrofs Associates
- Luke Peppone, PhD
- Mike Coughlin
- Mo Therese Hannah, PhD
- Brooke McAuley
- David Kent

Redacted pursuant to N.Y. Public Officers Law, Art. 6



CONSULTING AGREEMENTS

- 1) 4Front Advisors**
 - a. License Agreement
 - b. License Agreement Addendum
- 2) Access Strategies & Promotions LLC**
- 3) Calyx King Advisors**
- 4) Mo Therese Hannah Phd (Advisory Board)**
- 5) David Kent (Advisory Board)**
- 6) Brooke McAuley (Advisory Board)**
- 7) MedCann Advisors LLC**
- 8) Dr. Steven Moore (Advisory Board)**
- 9) Ostroff Associates**
- 10) Dr. Luke Peppone (Advisory Board)**
- 11) Sorensen Wilder & Associates**



CONSULTING AGREEMENTS

- (1) 4Front Advisors LLC**

LIMITED, NON-EXCLUSIVE LICENSE TO USE PROPRIETARY INSTRUCTIONAL MANUALS AND OTHER PROPERTY

This Limited, Non-Exclusive License to Use Proprietary Instructional Manuals and Other Property (this “Agreement”) is effective as of the date set forth on the signature page to this Agreement (the “Effective Date”) by and between 4FRONT ADVISORS, LLC, an Arizona limited liability company (“Licensor”), and the undersigned licensee (“Licensee”). Licensee and Licensor are referred to in this Agreement each as a “party” and, collectively, as the “parties.”

RECITALS

A. Licensor is the owner of, and has the rights to license for use, the instructional manuals, other materials and information, and other property described on the attached Schedule 1 (the “Licensed Property”), which Licensed Property is designed for and to be used in the operation of marijuana dispensaries.

B. Licensee is the owner of, or has or anticipates applying for the license or other permission required to own and operate, a marijuana dispensary (generally, the “Enabling Permission(s)”) located or anticipated to be located, as the case may be, in the state and at the place designated on the attached Schedule 2 or such other place as the marijuana dispensary may be located from time to time during the term of this Agreement (generally, the “Dispensary”).

C. Licensee desires to use the Licensed Property in the operation of the Dispensary, and Licensor desires to grant to Licensee, and Licensee desires to accept from Licensor, certain limited, non-exclusive rights to use the Licensed Property in the operation of the Dispensary.

D. Licensor and Licensee desire to set forth in this Agreement the terms and conditions pursuant to which the Licensee will have the right to use the Licensed Property in the operation of the Dispensary and certain other terms and conditions.

AGREEMENT

In consideration of the mutual covenants and promises of the parties, Licensor and Licensee agree as follows:

I. Grant of License to Use Licensed Property. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee, and Licensee hereby accepts, a limited, non-exclusive, non-transferable, right, license, and privilege to utilize the Licensed Property for the exclusive purpose of operating the Dispensary during the Term, as defined in Section 2 (the “License”). Notwithstanding anything to the contrary in this Agreement, Licensor is not granting and will not grant in the future, and Licensee does not have and will not in have in the future, any rights whatsoever (a) to use the Licensed Property for any purpose other than the operation of the Dispensary, (b) to sublicense or otherwise allow others to use the Licensed Property, (c) to use the Licensed Property in a manner inconsistent with the terms of this Agreement, (d) to use or retain any aspect of the Licensed Property after the expiration or other termination of this Agreement, or (e) create or use any derivative works or other property from any aspect of the Licensed Property.

II. License Fees. In exchange for Licensor’s grant of the License and Licensor’s agreement to provide the other services expressly set forth in this Agreement, Licensee will pay to Licensor the license fees set forth on the attached Schedule 3 (the “License Fees”), which License Fees include, without limitation, the application service fee (the “Application Fee”) payable by Licensee to Licensor in exchange for the portion of the Licensed Property consisting of the dispensary license application documents and information (the “Application Property”) if the scope of this Agreement includes Licensee’s or its affiliates application for the Enabling Permission(s) required to own and operate the Dispensary. Notwithstanding anything to the contrary in this Agreement, Licensor will be entitled to receive, and Licensee will remain obligated to pay, the License Fees

throughout the Term notwithstanding the existence of the circumstance in which Licensee has ceased the use of all or any aspect of the Licensed Property during the Term. Licensor's entitlement to receive from Licensee, and Licensee's obligation to pay to Licensor, the Licensee Fees will survive the expiration or other termination of this Agreement.

III. Services Provided by Licensor. In furtherance of Licensee's implementation and use of the Licensed Property, including, as applicable, Licensee's use of the Application Property, Licensor will render to or for the benefit of Licensee the services set forth on the attached Schedule 4 (the "Licensor Services") at the times, in the manner and otherwise on the terms and conditions set forth on such Schedule. Notwithstanding anything to the contrary in this Agreement, Licensor's obligation to render services pursuant to this Agreement is limited to the rendition of the Licensor Services and the rendition by Licensor of additional services in furtherance of this Agreement will not obligate Licensor to continue the rendition of such additional services or otherwise render any services pursuant to this Agreement other than the Licensor Services.

IV. Term and Termination.

a. Initial Term; Renewals. The term of this Agreement will commence on the Effective Date and expire on the later of the 10th anniversary of the Effective Date and the 10th anniversary of the 60th day after the first full day of what begins the regular and continuous operations of the Dispensary, unless sooner terminated pursuant to the applicable terms of this Agreement. This Agreement automatically will renew under the same terms and conditions for an additional term of 24 months and will continue thereafter for successive 24 month terms unless written notice of termination is delivered by a party to the other party not less than 90 days before expiration of initial term or the applicable renewal term. The initial term of this Agreement together with all renewal terms are collectively referred to in this Agreement as the "Term."

b. Termination. This Agreement may be terminated prior the expiration of the Term as follows:

i. Termination by Licensee. If the Licensor fails to timely perform any material obligation of Licensor expressly set forth in this Agreement, and such failure continues for a period of 120 calendar days after written notice of such failure delivered by Licensee to Licensor, then Licensee will have the right, but not the obligation, to terminate this Agreement anytime during the 10 calendar days after such 120 day period, which termination will be effective upon the timely delivery by Licensee to Licensor of written notice of such termination.

ii. Termination by the Licensor. In addition to any other termination rights of Licensor contained in this Agreement, if Licensee fails to timely perform any material obligation of Licensee under this Agreement, including, without limitation, the failure to timely pay in full any Licensee Fees, and such failure continues for a period of 30 calendar days after written notice of such failure delivered by Licensor to Licensee, then Licensor will have the right, but not the obligation, to terminate this Agreement anytime after such failure to cure, which termination will be effective upon delivery by Licensor to Licensee of written notice of such termination. Licensor also will have the right, but not the obligation, to terminate this Agreement, effective immediately upon delivery to Licensee of written notice of such termination in accordance with this Agreement, in the event Licensor, in its reasonable discretion, determines that Licensee, the Dispensary, and/or any of their respective owners, managers, employees, affiliates, agents or other representatives has (A) acted in a manner that is unethical that results or reasonably could be predicted to result in the future in a material detriment to Licensor, Licensor's rights in and to the Licensed Property, and/or the goodwill associated with the Licensor and/or the Licensed Property; (B) acted or indicated an intention to act in a manner contrary to any state or local law or regulation; (C) after delivery of written notice from Licensor, continued refusal to cooperate in good faith and in a professional manner with Licensor's staff; (D) transferred more than twenty five percent (25%) of the voting rights or control of Licensee and/or the Dispensary or any transaction or series of transactions constituting a change of control of more than

twenty five percent (25%) of Licensee and/or the Dispensary regardless of the form of such transfer, unless Licensee obtains Licensor's advance written consent for such transfer, which consent will not be unreasonably withheld by Licensor; and (E) has failed or is likely to fail to complete when due any task mutually agreed upon between Licensor and Licensee in order to enable Licensor to assist Licensee in the procurement of the Enabling Permission(s) required to own and operate the Dispensary and/or in the implementation and use of the Licensed Property, including, without limitation, the tasks of Licensee set forth in the project plan contemplated in Schedule 4.

iii. Termination due to Change in Circumstances. Notwithstanding anything to the contrary in this Agreement, in the event Licensor determines in good faith that the License, the performance of the Licensor Services, or other performance of this Agreement by either party does or reasonably could be determined to violate any laws, rules, or regulations applicable to Licensor, Licensee, or the Dispensary, then, if Licensor determines, in its sole and absolute discretion, that the enforcement of such laws, rules, or regulations is likely and the consequence of such enforcement would have a material and detrimental effect on Licensor, Licensee and/or the Dispensary, then the parties will negotiate in good faith to amend this Agreement to the extent reasonably necessary or prudent to remedy the situation in a manner that accomplishes the intents and objectives of the parties, as evidenced by the terms of this Agreement, in all material respects; provided, however, that Licensor will have the unilateral right to terminate this Agreement immediately in the event Licensor, in its reasonable discretion, determines that this Agreement cannot be amended in a manner that remedies the situation without materially altering the manner in which the Licensed Property is to be used by Licensee, without materially altering the nature or scope of the Licensor Services, and/or materially altering the economic relationship of the parties.

iv. Termination for Failure to Procure the Requisite Rights to Own/Operate Dispensary. Notwithstanding anything to the contrary in this Agreement, the parties acknowledge and agree that this Agreement will terminate in the event that Licensee does not procure the Enabling Permission(s) granting the right to Licensee, the Dispensary and/or their respective owners or other affiliates, as applicable, to own and/or operate the Dispensary (regardless of the form or title of such Enabling Permission(s) or whether such Enabling Permission(s) is/are of a provisional, temporary, preliminary, contingent, vested or other nature) issued by the applicable governmental or quasi-governmental authority administering the marijuana program in the applicable state, as has been or is to be applied for by Licensee and/or the Dispensary and/or their respective affiliates, as applicable. Notwithstanding anything to the contrary in this Section or elsewhere in this Agreement, (a) the announcement by the applicable governmental or quasi-governmental authority of the award to Licensee, the Dispensary and/or any of their respective owners or other affiliates of the right or privilege to own and/or operate, or to proceed with the process of procuring the rights and permissions necessary to own and/or operate, the Dispensary will constitute the award of the applicable Enabling Permission and (b) the other permissions, entitlements, licenses, certificates and other authorizations necessary to locate, develop, certify, open, operate and otherwise own or operate the Dispensary do not and will not constitute any aspect of the Enabling Permission, and, in turn, the inability of Licensee, the Dispensary and/or their respective owners and other affiliates to procure such other permissions, entitlements, licenses, certificates and other authorizations will not constitute a basis upon which to terminate this Agreement pursuant to this section or any other provision of this Agreement or a basis upon which to not pay the Licensee Fees payable by Licensee to Licensor upon procuring the Enabling Permission with respect to the Dispensary, as set forth on the attached Schedule 3.

V. Delivery of Licensed Property; Copies; Formats.

a. Delivery of Application Property. If the Licensed Property includes the Application Property, then Licensor will provide to Licensee the portion of the Licensed Property consisting of the Application Property at such time as Licensor, in its good faith and informed discretion, determines is reasonable for purposes of the timely review and incorporation of the Application Property into Licensee's application, taking into consideration the due date of the application. The delivery date of the Application Property will be set forth in the project plan contemplated in Schedule 4.

b. Delivery of Remainder of Licensed Property. In the event Licensee has procured the Enabling Permission(s) required to own and operate the Dispensary, or, in the event Licensee has such Enabling Permission(s) as of the Effective Date, subject to Licensee having paid the Application Fee, if applicable, Licenser will provide to Licensee the balance of the Licensed Property at such time as Licenser, in its good faith and informed discretion, determines is reasonable for purposes of the timely implementation of the Licensed Property into the operations of the Dispensary, taking into consideration the timeline established by Licenser in conjunction with Licenser's rendition of the License Services. The delivery date of the Licensed Property will be set forth in the project plan contemplated in Schedule 4.

c. Master Copy of Licensed Property; Updates; Copies; Hardware/Software. Licenser will deliver the Licensed Property (including the Application Property, if applicable) in the form of a master copy in hard copy or digital form, as selected by Licenser in its sole and absolute discretion. The Licensed Property may be delivered to Licensee by way of restricted access to online applications, by way of proprietary software applications, on or through hand-held devices and/or computers, and/or any combination of the foregoing. Licenser will deliver to Licensee updates to, or new or replacement versions of, the Licensed Property from time to time, subject to Licensee not being in breach of any term of this Agreement at the time of delivery. Licenser may substitute the Licensed Property with revised editions and/or different forms or means of access, in which case Licensee promptly will return all prior editions and/or forms or means of access to Licenser immediately upon Licenser's request. Licensee will have the right to make such number of copies of the Licensed Property as are reasonably necessary for the operation of the Dispensary, subject to the condition precedent that Licensee provide Licenser with advance written notice of the number and nature of the copies to be made by Licensee. Licensee will promptly destroy any copies of the Licensed Property not regularly being used in the operation of the Dispensary, as determined from time to time. Licensee will be responsible for procuring, at Licensee's sole cost and expense, any computer hardware and/or software necessary, or reasonably required by Licenser, to view and use the Licensed Property, including, without limitation, such software, computers, tablets or other applications or hardware that Licenser requires in order to use some or all of the Licensed Property, including in the circumstance in which Licenser determines, in its sole and absolute discretion, that all or any portion of the Licensed Property is to be used by Licensee exclusively in electronic format and not in written form, or via online access.

VI. Confidentiality; Property Rights.

a. Confidentiality. Licensee acknowledges that Licensee, the Dispensary and their respective owners, managers, employees, affiliates, agents, and other representatives may be entrusted with confidential information belonging to Licenser pursuant to or otherwise in connection with this Agreement, including, but not limited to, the Licensed Property, the Incorporated Property, as defined below, and portions thereof, strategies and plans, contracts, financial information, professional fee information, salary information, client lists, payor lists, cost and profit information, record keeping practices, policies and procedures, operational matters and practices, client information, development and research work, marketing programs, plans, proposals, applications, accompaniments to applications, narrative descriptions, operations manuals and materials, training manuals and materials, other manuals and materials, and other information (together with the Licensed Property and the Incorporated Property, collectively, the "Confidential Information"). Without limiting the generality or applicability of the foregoing, the terms of this Agreement, all exhibits and schedules referenced in this Agreement and all information on such exhibits and schedules, and all written and oral information delivered to, disclosed to, or shared with Licensee, the Dispensary, and/or any of their respective owners, managers, employees, affiliates, agents and other representatives will constitute Confidential Information notwithstanding the fact that such information may have been delivered to, disclosed to, or shared with others by Licenser or otherwise become available to the general public. Licensee further acknowledges and agrees that Licensee has been instructed by Licenser to, and Licensee agrees to, maintain all Confidential Information in a confidential manner during the term of Agreement and after the termination or expiration of this Agreement. Without limiting the generality or applicability of the foregoing, Licensee agrees that Licensee will not disclose any Confidential Information to any person or entity not authorized in writing by Licenser to receive or use such Confidential Information. Licensee further agrees that Licensee will not use, and will not permit or aid others in the use of, any Confidential Information for any purpose other than the purposes contemplated by this Agreement. Any Confidential Information required to be disclosed by Licensee pursuant to a valid order by a court or other governmental body having proper jurisdiction over Licensee will not be disclosed by Licensee until and unless Licensee provides written notice to Licenser of such order

sufficiently in advance of the disclosure to allow Licensor the reasonable opportunity to defend against or condition such disclosure. This Section will survive the expiration or termination of this Agreement.

For purposes of this Agreement, the term “Incorporated Property” means any and all information, documents, applications, data, schematics, diagrams, and the like (a) used in association with and/or created in furtherance of this Agreement, the License, the use of the Licensed Property, the rendition of services by Licensor pursuant to or otherwise in furtherance of this Agreement, and/or the completion of any related matters and/or the satisfaction of any relevant state or local legal or regulatory requirements including anything related to the procurement of the Enabling Permission(s) required to own and operate the Dispensary; (b) included in any application, accompaniment to any application, submission, or other document related to or constituting, in whole or in part, a product of the Licensed Property and/or the services rendered by Licensor pursuant to or otherwise in furtherance of this Agreement; (c) otherwise originating, in whole or part, out of the Licensed Property, the services rendered by Licensor pursuant to or in furtherance of this Agreement and/or the performance of this Agreement by the parties; and/or (d) any and all other information, documents, applications, data, schematics, diagrams, and the like (i) used in association with and/or created in furtherance of this Agreement and the completion of any site selection, procurement, zoning and entitlement and the satisfaction of identifying the legal or regulatory requirements and conditions that must be satisfied in order to commence with the operation of the Dispensary and the procurement of the Enabling Permission(s) required to own and operate the Dispensary, (ii) included in any application, accompaniment to any application, submission, or other document related to or constituting, in whole or in part, an aspect of the Licensed Property, a product of the Licensed Property or the services rendered by Licensor pursuant to or otherwise in furtherance of this Agreement and/or Licensor’s performance under this Agreement; and (iii) otherwise originating, in whole or part, out of the Licensed Property or the performance of this Agreement by Licensor, Licensee, the Dispensary and/or any of their respective owners, managers, employees, affiliates, agents or other representatives.

b. Intellectual Property. Notwithstanding anything to the contrary in this Agreement, Licensor retains exclusive rights to and ownership of all common law and statutory legal and equitable rights, including, but not limited to, all intellectual property rights, in all Licensed Property, all Incorporated Property, all Confidential Information, and all of Licensor’s work product, know-how, trade secrets, statutory and common law copyrights, and other Licensor materials provided to Licensee, disclosed to Licensee, or otherwise disclosed or used in connection with or furtherance of the grant of the License, the rendition of services by Licensor pursuant to or otherwise in furtherance of this Agreement, and/or the performance of this Agreement (together with the Licensed Property, the Incorporated Property and the Confidential Information, the “Licensor IP”). Without limiting the generality or applicability of the foregoing, Licensor IP will include the rights to any and all derivative and complementary works. Licensee acknowledges and agrees that Licensee will not, by virtue of this Agreement or otherwise, acquire any right whatsoever in or to any Licensor IP, including, without limitation, any Incorporated Property, notwithstanding any contribution to such Licensor IP by Licensee, the Dispensary and/or any of their respective owners, managers, employees, affiliates, agents or other representatives. Licensee agrees that Licensee will assign to Licensor immediately upon Licensor’s request, for no consideration, any and all rights Licensee, the Dispensary and/or any of their respective owners, managers, employees, affiliates, agents or other representatives may acquire by operation of law or otherwise in or to any aspect of any Licensor IP. Licensee will not take any action or fail to take any action, or permit or aid any other person or entity in taking any action or failing to take any action, that is inconsistent or conflicts with Licensor’s ownership of the Licensor IP and/or this Section and/or any other provision of this Agreement. Licensee agrees Licensor will be entitled to the grant of equitable remedies in order to enforce the foregoing, including, without limitation, an expedited court issued affirmative injunction prohibiting the breach of the foregoing by Licensee without the need to post any bond. This Section will survive the expiration or termination of this Agreement.

c. No Entitlement. Notwithstanding anything to the contrary in this Agreement, but without limiting the prohibitions, restrictions, protections and other benefits afforded Licensor relative such materials pursuant to the other provisions of this Agreement, any manuals and other materials provided by Licensor pursuant to this Agreement: (i) will remain in their entirety the sole property of Licensor; (ii) are not being sold or otherwise conveyed in whole or in part to Licensee; (iii) are being licensed solely to Licensee for the sole and exclusive purpose of, and only for use by Licensee in furtherance of Licensee’s application for the Enabling Permission(s) and, if applicable, the operation of the Dispensary; (iv) cannot and will not be disclosed, in whole or in part, to

persons not employed in the operation of the Dispensary; (v) constitute Confidential Information and Licensor IP for all purposes of this Agreement; and (vi) will be returned by Licensee to Licensor immediately upon the expiration or termination of this Agreement. Licensee agrees that Licensor will be entitled to the grant of equitable remedies in order to enforce the foregoing, including, without limitation, an expedited court issued affirmative injunction prohibiting the breach of the foregoing by Licensee without the need to post any bond. This Section will survive the expiration or termination of this Agreement.

d. Reservation of Rights to Property. Notwithstanding anything to the contrary in this Agreement, the grant by Licensor of permission to Licensee to use, possess, copy, submit, designate as an owner of, distribute, disclose, and/or otherwise deal in or with any of the Licensed Property, Incorporated Property, Licensor IP, Confidential Information, and/or any other property of Licensor will not constitute or be construed to result in (i) the grant to Licensee, the Dispensary or any of their respective owners, managers, employees, affiliates, agents or other representatives, or any other person or entity, any legal or equitable ownership interest in or to such property, (ii) any waiver of Licensor's right to rescind such permission at Licensor's sole and absolute discretion at any time, or (iii) any prohibition or limitation on Licensor's absolute right and power to cause Licensee, the Dispensary and/or any of their respective owners, managers, employees, affiliates, agents or other representatives to cease using, possessing, copying, causing the submission of, claiming ownership of or in, distributing, disclosing, and/or otherwise dealing in or with such property. Licensee agrees that Licensor will be entitled to the grant of equitable remedies in order to enforce the foregoing, including, without limitation, an expedited court issued affirmative injunction prohibiting the breach of the foregoing by Licensee without the need to post any bond. This Section will survive the expiration or termination of this Agreement.

e. Representations, Warranties, and Covenants of Licensee. Licensee represents, warrants, and covenants to Licensor, with the understanding Licensor is relying upon such representations, warranties, and covenants in entering into this Agreement and granting the License, that: (i) Licensee has the full right, power, and authority to enter into this Agreement and be bound by the terms of this Agreement without the consent of any other person or entity and Licensee has conferred with professionals, including attorneys, with regard to this Agreement prior to entering into this Agreement; (ii) the execution and delivery of this Agreement and the performance by Licensee of its obligations pursuant to this Agreement do not and will not constitute a breach of or a default under any other agreement or obligation applicable to Licensee, the Dispensary and/or any of their respective owners, managers, employees, affiliates, agents or other representatives; (iii) upon execution and delivery of this Agreement by Licensee, this Agreement will constitute the valid and binding obligation of Licensee; (iv) all information supplied by Licensee or Licensee's agents to Licensor or Licensor's agents is and will continue to remain true, complete, and correct and will not fail to state a material fact necessary to make any of such information not misleading; (v) Licensee understands and agrees that the ability of Licensor to render the services contemplated by this Agreement is dependent upon timely receipt from Licensee of usable, organized, responsive, accurate, and complete information; (vi) Licensee is the sole intended beneficiary of this Agreement, the License and the services contemplated in this Agreement, and Licensee is entering into this Agreement on behalf of Licensee only and not for the benefit of any other person or entity; (vii) upon request from Licensor from time to time, Licensee will designate one person as the point of contact for Licensor; (viii) Licensor is being engaged by Licensee and not any other party; (ix) Licensor will owe no duty whatsoever to any spouse, entity, trust, owner, or other person affiliated with Licensee; (x) Licensee understands and agrees that Licensor does not and cannot guarantee Licensee will be awarded the Enabling Permission(s) required to own or operate the Dispensary; (xi) pursuant to the terms of this Agreement, in the event Licensee is not awarded or does not receive the Enabling Permission(s) required to own or operate the Dispensary, the License and the obligations of Licensor pursuant to this Agreement will terminate; (xii) Licensee agrees not to copy, attempt to re-create or reverse engineer, create derivative works from, or otherwise develop or attempt to develop the practical or functional equivalent of any document or item belonging to Licensor, including, without limitation, any aspect of the Licensed Property, the Licensor IP, the Incorporated Property, the Confidential Information, or the software, manuals, other materials, documents and other items provided to or otherwise disclosed to Licensee by Licensor pursuant to this Agreement, and, furthermore, Licensee agrees not to aid, facilitate, or permit any other person or entity in doing or attempting to do any of the foregoing; (xiii) Licensee understands and agrees that the content of all application(s), accompaniments to any application, submissions, documents, and/or other information used in association with and/or resulting, in whole or in part, from the performance of this Agreement and/or the services rendered by Licensor pursuant to or otherwise in furtherance of this Agreement will contain preexisting property of Licensor as well as property of Licensor developed during the

pendency of this Agreement, all of which will belong in its entirety and exclusively to Licensor notwithstanding any contributions by Licensee or incorporation of property of Licensee; (xiv) Licensee understands and agrees that Licensor is and will be the sole owner of any and all other information, documents, applications, data, schematics, diagrams, and the like: (A) used in association with and/or created in furtherance of this Agreement, (B) included in any application, accompaniment to any application, submission, or other document related to or constituting, in whole or in part, a product of the services rendered by Licensor pursuant to or otherwise in furtherance of this Agreement and/or Licensor's performance under this Agreement; and/or (C) otherwise originating, in whole or part, out of the Licensed Property, the Incorporated Property, the Licensor IP, the Confidential Information and/or the performance of this Agreement by any party to this Agreement and/or any of their respective owners, managers, employees, affiliates, agents or other representatives; (xv) Licensee will include on all documents and other media containing any property of Licensor, including without limitation, the Licensed Property, any Licensor IP and any Incorporated Property, such ownership marks denoting Licensor's ownership interest in the subject property as is requested by Licensor from time to time, as determined in Licensor's sole and absolute discretion; (xvi) neither the Licensed Property, any Licensor Property, any Incorporated Property nor any other property created or contributed to by Licensor during or in furtherance of this Agreement will constitute a "work made for hire" or otherwise belong in whole or in part to Licensee, the Dispensary, and/or any of their respective owners, managers, employees, affiliates, agents or other representatives; (xvii) Licensor will have the right, but not the obligation, to require Licensee to engage Licensor's preferred vendor(s) for purposes of copying and/or delivery of any Licensed Property, Licensor IP, Incorporated Property, applications, accompaniments to applications, and other documents, in which case Licensee must prepay the cost of such services, or, at the election of Licensor, reimburse Licensor for such costs; (xviii) Licensee will conduct Licensee's own due diligence, and will be solely responsible for any and all costs and consequences of any relationship with any person or entity introduced or recommended by Licensor to Licensee; and (xix) Licensee understands, acknowledges and agrees that, through the grant of the License and the rendition of the services rendered by Licensor pursuant to and otherwise in furtherance of this Agreement, provides a disproportionate amount of value to and for the benefit of Licensee upon delivery of the Licensed Property and during the initial stages of Licensee's implementation and use of the Licensed Property relative to the remainder of the Term, and, in an effort to better align the long-term interests of Licensor and Licensee, and to lessen cash expenditures associated with Licensee's commencement of operations of the Dispensary, Licensor has agreed to the rates and extended terms of payment of the consideration to be paid by Licensee for the License and the services of Licensor under this Agreement.

f. Additional Covenants and Agreements of Licensee. Licensee further covenants and agrees to: (i) pursue in good faith the application for the Enabling Permission(s) required to own and operate the Dispensary until such application is granted or denied by the applicable governmental entity; (ii) fully cooperate with Licensor in all aspects of the rendition of services to be rendered by Licensor pursuant to or otherwise in furtherance of this Agreement and in furtherance of successfully completing, submitting, and supporting the application for the Enabling Permission(s) required to own and operate the Dispensary; (iii) pay all costs, fees, charges, and expenses reasonably necessary or prudent to apply for, obtain and maintain the Enabling Permission(s) required to own and operate the Dispensary; (iv) timely complete to Licensor's reasonable satisfaction each task assigned by Licensor to Licensee in furtherance of the performance of this Agreement; and (v) comply in all respects with all applicable rules, regulations, and laws.

g. Survival of Representations, Warranties and Covenants. The representations, warranties, and covenants of Licensee set forth in this Section and elsewhere in this Agreement will survive the termination of this Agreement, will not be lessened or rendered inapplicable by any more specific or more general representation, warranty, or covenant and will not be lessened or rendered inapplicable by the Licensor's actual or constructive knowledge of any fact or circumstance to the contrary of any representation or warranty of Licensee.

VII. Miscellaneous Provisions.

a. LIABILITY/DAMAGES LIMITATION. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER LICENSOR NOR ANY AGENT OR AFFILIATE OF LICENSOR WILL BE LIABLE TO LICENSEE OR ANY OTHER BENEFICIARY OF THIS AGREEMENT FOR, OR OTHERWISE OBLIGATED TO PAY (I) ANY CONSEQUENTIAL, PUNITIVE, OR SIMILAR DAMAGES, IT BEING THE INTENTION OF THE PARTIES TO LIMIT ANY DAMAGES TO THE**

DIRECT, ACTUAL DAMAGES EXPERIENCED AS A RESULT OF ANY BREACH OF THIS AGREEMENT; (II) ANY LOSS THAT LICENSEE OR ANY OTHER BENEFICIARY OF THIS AGREEMENT MAY SUFFER BY REASON OF THE LICENSE GRANTED PURSUANT TO THIS AGREEMENT OR ANY SERVICES RENDERED OR NOT RENDERED BY LICENSOR OR OTHER ACTION TAKEN OR OMITTED BY LICENSOR IF DONE IN GOOD FAITH AND IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT; (III) ANY LOSS ARISING FROM LICENSEE'S OR LICENSEE'S AFFILIATES' ADHERENCE TO LICENSOR'S WRITTEN OR ORAL INSTRUCTIONS; AND (IV) ANY LOSS, LIABILITY, OR OBLIGATION ARISING IN WHOLE OR IN PART OUT OF THE ACTIONS OF LICENSEE AND/OR LICENSEE'S AGENTS OR AFFILIATES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WILL THE AGGREGATE LIABILITY OF LICENSOR AND/OR ITS AGENTS OR AFFILIATES, COLLECTIVELY, TO LICENSEE AND/OR ANY BENEFICIARY OF THIS AGREEMENT, COLLECTIVELY, EXCEED THE AMOUNT PAID BY LICENSEE PURSUANT TO THIS AGREEMENT AND RECEIVED BY LICENSOR AND NOT REFUNDED TO LICENSEE. THIS SECTION WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

b. Indemnification. Licensee agrees to indemnify, defend and hold harmless Licensor and its respective owners, managers, employees, agents and other representatives for, from and against any and all claims, damages, liability and expense they may incur which arise in whole or in part or otherwise result in whole or in part: (i) Licensee's use of the Licensed Property; (ii) Licensee's breach of any provision of this Agreement; (iii) any false representation or warranty of Licensee set forth in this Agreement; (iv) any false, misleading, incorrect or fraudulent statement of Licensee and/or its respective owners, managers, employees, agents or other representatives; and/or (v) any act or omission (whether or not willful, tortuous, or negligent) of Licensee or its respective owners, managers, employees, agents or other representatives. This Section will survive the expiration or termination of this Agreement.

c. Equitable Remedies. Licensee agrees that it would be impossible or inadequate to measure and calculate Licensor's damages from the breach by Licensee of any of the provisions of this Agreement and that no adequate remedy at law exists to protect Licensor in the event of such breach. Accordingly, Licensee agrees that, in the event of such breach, Licensor will have available, in addition to any other right or remedies available at law or in equity, the right to obtain an injunction or specific performance with regard to such breach. In connection with the foregoing, Licensee waives and agrees not to assert in any such action or proceeding the claim or defense that Licensor has an adequate remedy at law. Licensee further agrees that no bond or other security will be required in obtaining such equitable relief. This Section will survive the expiration or termination of this Agreement.

d. No Partnership or Joint Venture. Nothing contained in this Agreement will constitute or be construed to be partnership or joint venture between the parties and/or their respective successors and assigns.

e. Third Parties. Despite any provision in this Agreement, it is agreed that none of the obligations of either party will run to or be enforceable by any third party.

f. Consents. Whenever under any of the provisions of this Agreement the approval or consent of the other party is required, such other party may grant or deny such consent in its sole and absolute discretion and promptly will deliver to the other party written notice of the grant or denial of such consent.

g. Captions. The article, section and paragraph headings contained in this Agreement are for the convenience of reference only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement.

h. Entire Agreement, Amendment, Severability. This Agreement constitutes all of the understandings and agreements existing between the parties. This Agreement cannot be changed or modified except by a writing signed by the parties. If any term, provision, or part of a provision of this Agreement is determined to be invalid or unenforceable by a court or arbitrator of competent jurisdiction, then parties desire and agree that the

4FRONT ADVISORS

remaining terms, provisions, and parts of a provision, as applicable, of this Agreement will nevertheless continue to be valid and enforceable.

i. Governing Law and Jurisdiction. This Agreement will be deemed to have been made in, and will be construed and governed by, the laws of the State of Arizona. Any action to enforce this Agreement will be brought in either the state courts located in Maricopa County, Arizona. Licensee hereby irrevocably consents and submits to the personal jurisdiction of such courts.

j. Assignment. This Agreement may not be assigned by Licensee without prior written consent of Licensor, which consent may be granted or withheld in the sole and absolute discretion of Licensor. This Agreement will inure to the benefit of and be binding on the parties, their respective heirs, legal representatives, successors and assigns.

k. No Public Statement or Information Disclosures. Licensee agrees not to make, permit to be made by those under their respective dominion, control, or influence, or aid or otherwise facilitate others in making any public statement or information disclosure regarding the existence of this Agreement, the action or inaction of Licensor pursuant to this Agreement, or otherwise about Licensor's business, Licensor or its respective owners, managers, employees, affiliates, agents and other representatives, regardless of the truth, relevance, or importance of such statement or information disclosure without the prior written consent of Licensor. Licensee agrees that Licensor will be entitled to the grant of equitable remedies in order to enforce the foregoing, including, without limitation, an expedited court issued affirmative injunction prohibiting the breach of the foregoing by Licensee without the need to post any bond. For purposes of the foregoing, a "public statement" includes, without limitation, a statement to any person or entity that is not a party to this Agreement whether or not such person or entity will or may disseminate such information. This Section will survive the expiration or termination of this Agreement.

l. Time. Time is of the essence for this Agreement and each provision contained in this Agreement. Any extension of time granted for the performance of any obligation under this Agreement will not be considered an extension of time for the performance of any other obligation under this Agreement.

m. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument.

n. Waiver. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision, whether or not similar, nor will any waiver be a continuing waiver except as expressly provided in this Agreement. No waiver will be binding unless executed by the party making the waiver. Any party may waive any provision of this Agreement intended for its benefit; provided, however, such waiver will in no way excuse any other party from the performance of any of its other obligations under this Agreement.

o. Further Acts. Each party to this Agreement agrees to perform any further acts and execute and deliver any documents that may be necessary or appropriate to fully carry out the provisions, intent, and purposes of this Agreement.

p. Arbitration, Attorneys' Fees. Except as otherwise provided to the contrary in this Agreement, any controversy or claim, including, but not limited to, errors and omissions arising out of, or relating to, this Agreement or breach of this Agreement, will be settled by arbitration using the rules of the American Arbitration Association with three (3) arbitrators selected in accordance with such rules, the venue for which will be in Phoenix, Arizona. The arbitration judgment will be final and binding upon the parties and may be entered in any court having the requisite jurisdiction. This provision will not prohibit or limit Licensor's right to seek injunctive and/or equitable relief in a court of law or other venue for the purpose of enforcing Licensor's rights under this Agreement. Except as otherwise set forth to the contrary in this Agreement, should an action, including arbitration, be brought by either party to enforce any provision of this Agreement, then the prevailing party will be entitled to its costs and reasonable attorneys' fees incurred in connection with such action.

q. Notices. Any notice by either party to this Agreement to the other will be in writing and will be delivered by registered or certified mail with return receipt service or by nationally recognized overnight delivery service, addressed as set forth under the signature of the recipient party on the signature page to this Agreement. All notices will be deemed delivered on the 3rd calendar day following the day of the first attempt to deliver, as reflected in the records of the postal or delivery service. Either party may at any time change its address for notices by written notification to the other parties in accordance with the provisions of this Section.

[Signatures of the parties on the following page.]



The parties have executed this Limited, Non-Exclusive License to Use Proprietary Instructional Manuals and Other Property effective as of the Effective Date.

LICENSOR:

4Front Advisors, LLC

By: 

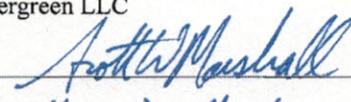
Its: Manager

4Front Advisors, LLC
5060 N. 40th Street, Suite 120
Phoenix, AZ 85018
Attention: Kris Krane

Effective Date: April 30, 2015

LICENSEE:

Butler Evergreen LLC

By: 

Its: Managing Member

Butler Evergreen LLC
5800 Lake Bluff Road
North Rose, NY 14516
Attention: Scott Marshall

SCHEDULE 1

Description of Licensed Property

APPLICATION PHASE

Corporate Identity

- Board Development and Management Guide
- Board Member Roles & Responsibilities
- Governance Overview
- Guide for Setting Compensation
- Template Organizational Bylaws
- Sample Bylaws
- Template Articles of Incorporation
- Organizational Meeting Records Guidelines
- Preferred Vendors
- Procedures for Taking Minutes
- Registering for Federal EIN
- Dispensary Governance Policies

Lending

- Securing Lending Guidelines
- Supplemental Investment Guide
- Template Lender Questionnaire
- Template Promissory Note
- Sample Amortization Schedule

Site & Property

- Architectural Plan Development Guide, including relevant floor plan and site plan requirements and recommendations for design approach
- Landlord Packet
- Site Selection Checklist
- Guide to Establishing Local Support
- ADA Compliance Plan Workbook
- Security Plan Workbook

Business Plan

- Branding Checklist
- Outline and select narrative components of a Business Plan, including: legal entity overview, business objectives, core values, commitments, startup summary, products and services descriptions, strategy and implementation summary (SWOT analysis), site design description, and management and organization summary

- Sample Dispensary Staffing Chart
- Sample Mission & Vision Statements

Application Materials

- Application Template
- Business Plan Outline
- Security Development Guide, including relevant requirements for security responses.
- Abridged Operations Manual (if required for purposes of the application process)

IMPLEMENTATION PHASE

Onboarding Materials

- Employment Application
- Staffing Structure Chart (aka Org Chart)
- Job Descriptions / Sample Job Ads for Hiring
- Hiring Checklists (3)
- New Hire Paperwork Checklist
- Employee Handbook

Training Materials

- Orientation Training Checklist
- Employee Handbook Quiz
- Inventory Associate Training – Leader’s Guide
- Inventory Associate Training – Trainee Workbook
- Member Services Associate Training – Leader’s Guide
- Member Services Associate Training – Trainee Workbook
- Patient Care Associate Training – Leader’s Guide
- Patient Care Associate Training – Trainee Workbook
- Security Associate Training – Leader’s Guide
- Security Associate Training – Trainee Workbook
- PowerPoint Presentation: *Marijuana Use Patterns & the Detection of Dependence*
- PowerPoint Presentation: *Marijuana: Benefits & Risks*

Patient Materials

- Patient Education Center content (digital)
- Patient Handbook

Pre-Opening Tools

- Healing Services Guide
- Procurement Guide & Supplemental Companion
- Product Matrix

Ops Reference (Static)

- Dispensary Policy & Procedure Manual
- Inventory Operations Manual
- Security Operations Manual

- Patient Care Operations Manual
- Member Services Operations Manual
- Product Knowledge Guide
- JOB AID: 5 Steps of a Sale
- JOB AID: New Patient Orientation Checklist

HR Tools

- Performance Evaluation Form – Inventory Associate
- Performance Evaluation Form – Management Level
- Performance Evaluation Form – Member Services Associate
- Performance Evaluation Form – Patient Consultant
- Performance Evaluation Form – Security Associate

Ops Checklists & Tools (Dynamic)

- General Manager Daily Checklist
- Inventory Manager Daily Checklist
- Inventory Opening Checklist (associate)
- Inventory Closing Checklist (associate)
- Inventory-related Forms (e.g., Till Count Sheet, Z-Sheet, Overage/Underage Log, Supplier Contract Checklist, etc.)
- Patient Services Manager Daily Checklist
- Member Services Opening Checklist (associate)
- Member Services Closing Checklist (associate)
- Member Services-related Forms (e.g., Patient Intake, Member Agreement, Compassion Program Registration, Healing Services Contractor Agreement, etc.)
- Patient Care Opening Checklist (associate)
- Patient Care Closing Checklist (associate)
- Patient Care-related Forms (e.g., TBD, etc.)
- Security Manager Daily Checklist
- Security Opening Checklist (associate)
- Security Closing Checklist (associate)
- Security-related Forms (e.g., Incident Reports, etc.)

SCHEDULE 2

Dispensary Location

State of New York

SCHEDULE 3

License Fees (Including Application Fee)

I. **LICENSE FEE:**

Redacted pursuant to N.Y. Public Officers Law, Art. 6

II. **ADDITIONAL LICENSE COMPENSATION (applicable if one or more dispensary licenses/permissions are granted):**

Redacted pursuant to N.Y. Public Officers Law, Art. 6

The Licensor shall be paid its fees without setoff. In addition to the License Fee, Licensor shall be immediately reimbursed for all ordinary and necessary expenses reasonably incurred in performing services during the Term of this Agreement (“**Expense Reimbursement**”). Except as otherwise provided in this Agreement, all debts and liabilities arising in the ordinary course of business of Licensor and its dispensaries are and shall be the sole obligations of Licensee, and Licensor shall not be responsible to pay for or be liable for such debts and liabilities and shall be indemnified by Licensee from and against any of such obligations.

The phrase “**Gross Revenues**” means, with respect to a dispensary for a given calendar month, the gross selling price of all goods or services sold in or from the dispensary, whether for cash or credit, without reserve or deduction for uncollected amounts, but not including: (i) taxes of any nature added to sales pursuant to applicable law; (ii) monies and credits received by the dispensary or its owner in the settlement of claims for loss of or damages to the Dispensary’s merchandise, but not including the portion of any such monies or credits that constitute compensation for lost income or revenue; (iii) rebates, discounts, or credits of similar nature; (iv) proceeds from dispositions of capital assets or any governmental taking, except to the extent such proceeds constitute compensation for losses of business income or revenue; or (v) proceeds from any insurance policy, except to the extent such proceeds constitute compensation for losses of business income or revenue.

III. **ADDITIONAL SERVICE COMPENSATION:**

Any additional services requested by Licensee and rendered by Licensor will be charged to Licensee, and Licensee promptly will pay, at an hourly rate of \$250.

SCHEDULE 4

Description of Licensor Services

Application Phase

- Licensor to provide licensed application materials to Licensee as described in Schedules 1 and 4. Materials shall be provided to Licensee at the time(s) set forth in the project plan contemplated in Schedule 4.

Implementation Phase

Timeline; Project Plan; Licensee Tasks

In furtherance of Licensor's timely, efficient and effective delivery of the Licensor Services and the associated delivery and implementation of the Licensed Property, from time to time Licensor will set forth in writing and deliver to Licensee a relatively detailed timeline identifying significant tasks to be completed by Licensee and/or Licensor, delivery dates, initiation dates and anticipated completion dates, which timeline is anticipated to take the form of a written "project plan" that will be revised and updated from time to time by Licensor.

- Licensor to provide licensed operations materials to Licensee as described in Schedule 1. Materials shall be provided to Licensee at the time(s) set forth in the project plan contemplated in Schedule 4.

- Licensor will train Licensee's general manager and new department heads and assist Licensee in preparing for its dispensary opening. Such training will take place at a time and location of Licensor's choosing. Specifically, Licensor will provide up to sixty (60) total hours of training with Licensee's general manager and department heads.

The training program will be tailored based on the Consultant's assessment of Licensee needs, but may include: introduction to the industry; regulations and compliance; point of sale systems overview; secure cash storage solutions; an overview of merchant services and banking for the medical marijuana industry; local purchasing or receiving guidelines; inventory management system options; supplier relations and management; dispensary safety systems; holistic services programs review; patient database review; HR Solutions comparisons; review of staff training guides by department; and a list of furniture, equipment, and supplies that may be needed.

Operational Phase

Annual Operational Assessment

Licensor will conduct an annual on-site evaluation of Licensee's dispensary operations and deliver to Licensee a written assessment of, and recommendations to improve the operations of, Licensee's dispensary operations.

Additional Billable Services (provided upon Licensee request at the \$250 hourly rate)

Budget Development

Licensor may work with Licensee to refine or produce budget and financial projections and develop a final round of necessary budgets and financial projections, based on Licensor's modeling as well as input provided by the Licensee. Licensor will not be required to devote more than 10 hours per year toward the foregoing.

Site Selection and Dispensary Design

Licensor may advise the Licensee via a *Concept Design* phone call regarding the vision for their site design, reflecting local guidelines and promising practices for model dispensaries. Based on this call, the Licensee will receive a bullet-point list of key design elements that can be provided to the Licensee's architect/designer contractors for incorporation in the architectural plans. Licensor will not be required to devote more than 10 hours per year toward the foregoing.

If requested by Licensee, Licensor will provide two rounds of feedback on draft dispensary site plans (i.e., floor plan, site plan), consistent with Licensor's perspective on design best practices. Feedback will be provided in written format and/or in discussion with the Licensee and its architect/designer contractors, depending on the depth and timing of feedback. Licensor will not be required to devote more than 15 hours per year toward the foregoing.

Management Hiring Assistance

Licensor may advise the Licensee on hiring a General Manager and relevant department heads by providing job descriptions and sample employment postings for the General Manager and department head positions; reviewing resumes for Licensee's top five candidates for the General Manager and department head positions; participating in interviews with the top three candidates for the General Manager position; and making recommendations to the Licensee regarding the most qualified General Manager applicant. Licensor will not be required to devote more than 20 hours per year toward the foregoing.

Ongoing Training Assistance

New general managers and department heads hired by the Licensee after the opening period may participate in one of the Consultant's scheduled operations training classes at the Consultant's venue.

Ongoing Support

- On-site advising services during the opening period
- On-site reviews of the Licensee's operations
- Remote advising services, including phone support and emergency responsiveness
- Additional supportive services will be negotiated between the Licensee and the Consultant as necessary.

ADDENDUM TO
LIMITED, NON-EXCLUSIVE LICENSE TO USE
PROPRIETARY INSTRUCTIONAL MANUALS AND OTHER PROPERTY

This Addendum to Limited, Non-Exclusive License to Use Proprietary Instructional Manuals and Other Property (this "Addendum") is entered into and effective as of the same date and time as the effective date and time (the "Effective Date") of the Limited, Non-Exclusive License to Use Proprietary Instructional Manuals and Other Property (the "Agreement") by and between 4FRONT ADVISORS, LLC, an Arizona limited liability company ("Licensor"), and the undersigned licensee ("Licensee"). Licensee and Licensor are referred to in this Addendum each as a "party" and, collectively, as the "parties."

AGREEMENT

In consideration of the mutual covenants and promises of the parties, Licensor and Licensee agree as follows:

I. Incorporation. The terms and provisions of this Addendum are incorporated by this reference in the Agreement as though fully set forth in the Agreement. References in this Addendum to "the Agreement" include the terms and provisions of this Addendum. All capitalized terms not defined in this Addendum will have the meaning ascribed to such terms in the Agreement.

II. Conflict; Effect. In the event of any conflict between the terms, conditions and/or provisions of this Addendum and those set forth in the Agreement, the terms, conditions and/or provisions of this Addendum will govern and control. Except as modified by this Addendum, the terms, conditions and provisions of the Agreement will remain in full force and effect.

III. Terms, Conditions and Provisions. The terms, conditions and provisions of this Addendum are as follows:

a. **Licensee's Property; Jointly Created Property.** Licensor will not procure or otherwise have rights in or to any property belonging to, created by or otherwise acquired by Licensee that does not include, was not created through the use of, and is not a derivative of any property of Licensor, including, without limitation, any Confidential Information, and otherwise was not acquired by Licensee in a manner that is in violation of the Agreement. Notwithstanding anything to the contrary in the Agreement, any property created by Licensee (and/or Licensee's agents and affiliates, as applicable) satisfying all of the following conditions will be deemed "Jointly Owned Property" with respect to which Licensee (and/or Licensee's agents and affiliates, as applicable) and Licensor will have joint rights to use in association with the conduct of their respective businesses:

(i) property which is derived in whole or part from, or incorporates any aspect of, any property belonging to Licensor, and

(ii) property which does not constitute a derivative or complementary work of any property belonging to Licensor which, under applicable law, would be considered the property of Licensor, and

(iii) property which is created by Licensee (and/or Licensee's agents and affiliates) and/or Licensor solely for purpose of being used, and will be and ultimately is used by Licensee and/or Licensor, exclusively by Licensee and/or Licensor, in furtherance of the operation of the Dispensary or Dispensaries owned by Licensee, and

(iv) property which is not, then or in the future, sold, gifted, conveyed, pledged, or otherwise transferred by Licensee to any other person or entity except to the transferee of the Dispensary or Dispensaries owned by Licensee, in which case such transferee must agree to be bound by the terms of this Agreement which govern the use and limitations imposed on Licensee's use of Licensor's property.

b. Licensee's Marketing and Financial Information. Notwithstanding anything to the contrary in the Agreement, including, without limitation, anything to the contrary in Section III(a) of this Addendum, Licensor will not (i) acquire or otherwise have any ownership interest in or have any right to use, and will not use or disclose to third parties, any of Licensee's proprietary marketing materials, marketing analyses, marketing projections and/or marketing strategies that are created by or for Licensee and that do not include any property belonging to Licensor, including, without limitation, any Confidential Information, or (ii) disclose to third parties any financial information of or related to Licensee and/or Licensee's business without first removing all references to Licensee and Licensee's business and removing all other indications that the financial information is that of or related to Licensee and/or Licensee's business, and, in furtherance of the purpose of protecting from disclosure Licensee's association with the financial information, Licensor will take such action as is commercially reasonable and practical under the circumstances to mitigate the likelihood third parties could identify the financial information as belonging to or otherwise being related to Licensee and/or Licensee's business.

c. Termination by Licensee in Application Phase. Notwithstanding anything to the contrary in the Agreement, including, without limitation, anything to the contrary in Section IV(b)(i) of the Agreement, Licensee will have the right to terminate the Agreement at anytime prior to Licensor's delivery to Licensee of the Application Property in the limited and exclusive circumstance in which each of the following are true: (i) Licensee, in its good faith and informed discretion, reasonably determines that, due to no fault of Licensee, Licensor will not deliver to Licensee the Application Property sufficiently in advance of the latest due date for filing the application for the Enabling Permission(s), and (ii) within 3 business days of receipt from Licensee of written notice to Licensor setting forth a reasonably detailed explanation of Licensee's conclusion relative to the immediately preceding subsection (i), Licensor fails, due to no fault of Licensee, to (A) deliver to Licensee the Application Property or (B) provide reasonable and reliable assurances that Licensor will deliver to Licensee the Application Property sufficiently in advance of the latest due date for filing the application for the Enabling Permission(s), as determined in light of the basis for Licensee's conclusion to the contrary, as set forth in the above-referenced written notice; and (iii) Licensee is not in breach of the Agreement.

d. Exclusivity & Right of First Refusal.

(i) Licensor will not assist in the preparation of application materials for any other applicant applying for Enabling Permission(s) in the application process in which Licensee will apply using the Application Property.

(ii) Licensee shall have the right of first refusal to engage Licensor in the future in the event additional licenses or permissions to grow and/or process marijuana, and/or own and/or operate one or more marijuana dispensary(ies) (regardless of the form or title of such Enabling Permission(s) and regardless of whether such permission would be granted under Licensee's then-existing Enabling Permission) are offered by the applicable governmental or quasi-governmental authority administering the marijuana program in the State of New York. In the event Licensee so engages Licensor, Licensor will not assist in the preparation of application materials for any other applicant applying for such Enabling Permission(s) in such application process in which Licensee will apply. In the event Licensee does not engage Licensor, Licensor shall be free to assist others in the preparation of application materials for such Enabling Permission(s), subject to Section III(a)(2) above. This Section shall survive termination the Agreement.

e. Genetics and Other Cannabis Products. None of the Confidential Information will include any proprietary cannabis plant genetics or other cannabis products.

f. Strategic Partners.

(i) Licensee has selected another strategic partner to deliver services and work product for the production and cultivation phases as well as to assist in the application process relating to agriculture facilities and processing facilities. Licensor shall have primary responsibility for the application submissions and

shall incorporate the other strategic partner's work product into Licensee's application. Licensor shall work collaboratively with Licensee's other strategic partner.

(ii) Licensor shall use its best efforts using its cannabis industry experience, contacts and know-how to assist Licensee in locating, vetting and selecting a qualified laboratory management group for a laboratory to be located on-site at one of BE's locations.

g. RFP Proposal. Attached to this Addendum as Exhibit A is Licensor's proposal in response to Licensee's request for proposal (the "Proposal"). The purpose and substance of the Proposal is to describe the nature and substance of the Licensor Services and the means and methods employed by Licensor to perform the Licensor Services and deliver the information and property to be delivered by Licensor to or for the benefit of Licensee pursuant to the terms and conditions of the Agreement. Accordingly, the parties agree that the Proposal is incorporated in and is a part of the information set forth under Schedule 4 of the Agreement. The parties further agree that any inconsistency or conflict between the other information set forth under Schedule 4 of the Agreement and the Proposal will be resolved by interpreting the inconsistent or conflicting information in a manner that is as equitable to both parties as is reasonably possible in light of the intents and purposes of the Agreement.

h. LICENSE FEE: Dispensary Applications. The following shall constitute the license fee schedule for the licensing of dispensary application materials:

Redacted pursuant to N.Y. Public Officers Law, Art. 6

(iii) In the event that the Licensee terminates the within Agreement prior to the grant of license as a result of breach by Licensor under the provisions of Section III(b) hereinbefore, then the dispensary fees will not be payable and the application fee will be refundable on a pro rata basis to reflect unperformed services by Licensor prior to said breach.

(iv) In the event that the Agreement herein is terminated as a result of breach by Licensor as provided in Section III(b) above, then the obligation of Licensee to pay the additional license compensation as provided in Schedule 3(ii) shall be terminated.

i. DELIVERY DATES: Following the New York State release of target dates for the submission of license applications, the Licensor and Licensee shall mutually agree as to a schedule of target dates by which the Licensor shall have provided the information applicable to said target date, recognizing that said deliveries will be an essential part of Licensee complying with the application process and with the agreement that the foregoing will be incorporated into, part of and governed by the delivery dates set forth in the project plan that is on Schedule 4 of the Agreement.

j. The provisions of Section IV(b)(ii)(D) will be modified to reflect that existing (D) shall only apply to any (A) transfers of ownership occurring before January 1, 2016 that are not consistent in all material respects with the transfers contemplated on the attached Schedule (i) and (B) any transfers occurring on or after January 1, 2016 that are consented to by Licensor in writing in advance, which consent will not be unreasonably withheld, conditioned or delayed by the Licensor after delivery by Licensee to Licensor of a detailed explanation of the nature and parties to the transfer transaction and Licensee's thorough and good faith responses to any questions by Licensor regarding the same.

k. Irrespective of the provisions of the Agreement, the parties recognize that portions of the Licensor's intellectual property will be included in the Licensee's application. All provisions regarding disclosure and confidentiality are intended to be interpreted as permitting such disclosure of Licensor's intellectual property.

l. The provisions of Section VI(xvii) shall be modified by deleting the word “require” in the first line of said section and substituting the word “encourage”. In addition, at the end of said section, the following provision will be added: In the event that Licensee chooses not to use the recommended vendor, Licensee shall use its best efforts to ensure Licensor that its third party vendor will not violate the disclosure requirements herein.

m. In Section VI(e)(xv) following the end of the current section, add “(but excluding Licensee’s wholly-owned proprietary and confidential information that does not constitute Jointly Owned Property or contain any of Licensor’s property)”.

n. The provisions of Section VII(k) shall be amended by adding at the beginning of the first sentence the following: “Except as may be required by New York law as part of the application and/or public disclosure process, or such public announcement as Licensee may choose to present, Licensee agrees...”.

IV. Further Acts. Each party agrees to take such reasonable action as the other party reasonably requests in furtherance of this Addendum.

V. Multiple Counterparts. This Addendum may be executed in two or more counterparts, each of which will be deemed and original, but all of which will constitute one and the same instrument.

[Signatures of the parties are on the following page.]



The parties have executed this Addendum to Limited, Non-Exclusive License to Use Proprietary Instructional Manuals and Other Property effective as of the Effective Date.

LICENSOR:

4Front Advisors, LLC

By: _____

Its: _____

[Handwritten Signature]
Manager

4Front Advisors, LLC
5060 N. 40th Street, Suite 120
Phoenix, AZ 85018
Attention: Kris Krane

LICENSEE:

Butler Evergreen LLC

By: _____

Its: _____

[Handwritten Signature]
Managing Member

Butler Evergreen LLC
5800 Lake Bluff Road
North Rose, NY 14516
Attention: Scott Marshall

Exhibit A

Proposal

* See attached.



4Front Advisors proposal for New York strategic partnership

In response to RFP circulated by Butler Evergreen, LLC

Primary contact: Sam Tracy

sam@4frontventures.com

623-428-1578

Thank you for the opportunity to submit this proposal to engage with Butler Evergreen as a strategic partner in the firm's pursuit of a New York medical marijuana license under the Compassionate Care Act. 4Front Advisors is the leading application and dispensary management consultant in the marijuana industry, with an outstanding track record of winning licenses in competitive processes in California, DC, Rhode Island, Massachusetts, Nevada, and Illinois. We are confident in our team's abilities to not only write a winning application for what may be the most highly competitive process in the country thus far, but assist in opening and operating world-class facilities once the license is secured.

Below, please find responses to each of the sections in the RFP's primary and secondary scopes of work. To ease review, I have included our responses within copies of the RFP's original sections. Please feel free to contact me if you have any questions.

Fees and compensation structure

Redacted pursuant to N.Y. Public Officers Law, Art. 6

C.) PRIMARY SCOPE OF WORK:

C.1.) Application for License

C.1.a) Provide necessary information, financial data, statistics, historical experience and guidance relevant to the successful completion of application forms and related materials via email, phone, and other communication methods sufficient to meet requirements as dictated by BE and NYSDOH.

4Front Advisors has the best track record in the industry when it comes to obtaining licenses in competitive statewide application processes. A state-by-state overview of our past work:

- **DC:** Our client was the only entity in the District to win both a dispensary and cultivation license, making it the only vertically integrated operation in the region.
- **Rhode Island:** Our client won one of three licenses for compassion centers in the state.
- **Massachusetts:** Our clients submitted a total of 12 applications, 9 of which scored high enough to win. Following the review phases, in which many groups had their licenses revoked for small issues, our clients hold 4 of the 15 licenses statewide. MA requires vertically integrated operations, meaning each application included aspects of retail, production, and cultivation.



- **Nevada:** All four of our clients won highly sought-after dispensary licenses, totaling 5 of the 55 granted statewide. They each also won numerous cultivation and production licenses, which ended up being non-competitive.
- **Illinois:** All three of our clients won dispensary licenses, totaling 7 of the 52 granted statewide.

We have also won licenses for clients in California and Arizona, which did not have statewide competitive processes. California relies on local processes due to the lack of state regulations, and Arizona utilized a purely random lottery system that did not consider the quality of applicants.

4Front has been able to achieve this level of success thanks to the strength of our Intellectual Property and experience of our team members. We write about 75% of each application, drawing on our wealth of IP originally created by operationalizing the policies and procedures of Harborside dispensary in Oakland, CA, and improved by our team over the years.

4Front's IP includes a large majority of the information necessary to complete applications for marijuana licenses and operate a facility. For example, we've created delineated departments for maximum efficiency, job descriptions for every position, and numerous job aids & operational supplements. Our employee manuals, policies & procedures, and other materials comprise thousands of pages; if applications allow for addenda, we typically attach a condensed version of 200-300 pages to give reviewers an understanding of how thorough our operating model is.

While marijuana markets are intrinsically difficult to model, we do have access to financial and other data to assist in completing the application. 4Front has an on-staff financial analyst who can assist with these aspects of the project. We have a broad knowledge of cannabis markets across the country, and Kris Krane was one of many who worked on ArcView Market Research's "The State of Legal Marijuana Markets" annual report.

Our lead application writer is Alison Park (formerly Alison Grimmer). Alison is one of the nation's leading experts in interpreting medical cannabis regulations and ensuring operational compliance with applicable program and state-imposed requirements. To date, she has led or supported application processes in eight jurisdictions. Alison previously served as an Organizational Development Associate at CannBe, an early leader in medical marijuana dispensary consulting, where she interpreted local medicinal marijuana ordinances and complex permit requirements to assist clients in developing successful operation plans and applications for operating permits.

Our project manager for the application phase is Nicholas Russo. Leveraging his 15 years of experience opening high-end hotels across the country for Starwood (parent company of Westin, Sheraton, and W hotels, among others), Nicholas applies his deep understanding of operational best practices from the hotel industry to creating protocols for superior medical cannabis dispensaries. As a Six Sigma black belt, he has a wealth of knowledge and high standards when it comes to project management and driving processes.

For the completion of application forms and related materials, 4Front uses an online platform called Teamwork PM as the hub of all communication and cooperation between the 4Front and client teams. It serves as the central repository of all project-related documents, deadlines, and communication. Each team has a point person (Nicholas Russo for 4Front, and the client's project lead) but all team members are granted access and can communicate through the platform, enabling much more efficient collaboration and reducing duplicated work or missed messages. While the central means of communication is through Teamwork, 4Front staff are also available for communications via phone and other methods when necessary.

As part of 4Front's guidance through the process, we create a customized project plan for the entire application phase and start the project with a kick-off, all-team call explaining the process. We

then schedule weekly all-team calls to address any broad needs regarding the project and make sure everyone is on the same page and deadlines are on track to be met. Direct, one-on-one consultation is then provided throughout the rest of the week as needed.

C.1.b.) Provide staff, onsite at BE's location in Wayne County, New York as necessary to support application assembly, completion and submission.

As part of our comprehensive application services, 4Front always sends staff members (typically three to five, depending on client needs) to assist with the compilation and assembly of hard copies of applications. This process typically takes place during the week before the application deadline, and when 4Front staff leave, all that is left for the client to do is deliver the final application to the relevant government body.

We have completed this process numerous times, having as many as twelve clients in some states (Massachusetts), and some clients submitting as many as ten applications (Nevada). None of our clients have ever failed to assemble their application in time for submission.

C.1.c.) Development, in conjunction with BE, of an operating plan that includes a detailed description of the applicant's manufacturing processes, transporting, distributing, sale and dispensing policies or procedures. The operating plan shall also include a detailed description of any devices used with approved medical marijuana products to be offered or sold by the registered organization.

4Front's operating model includes detailed descriptions of transporting, distributing, sale, and dispensing policies and procedures. We provide a broad-ranging Dispensary Policy & Procedure Manual, as well as department-specific operations manuals for inventory, security, patient care, and membership services. While these are all part of our core IP, we tailor our policies and procedures to fit each state's regulations and our client's needs.

4Front is not a production consultant and does not advise clients on manufacturing processes. However, we will work with any production consultants hired by Butler Evergreen to integrate their content into the overall application. We also have positive relationships with production consultants we've worked with in other states and would be able to provide introductions if needed.

C.1.d.) Development, in conjunction with BE, of certain estimates of projected patient data to include; total estimated patients, estimated patients serviced per dispensary, total estimated product consumption and estimated product consumption by category.

4Front's financial analyst can assist with the development of estimates for patient data as it pertains to the application. Our staff are familiar with markets in other states and can work with BE to develop estimates for New York.

C.1.e.) Development, in conjunction with BE, of cost analysis to include, but not be limited to; the review and evaluation of the separate cost elements and profit of a proposed price and the application of judgment to determine how well the proposed costs represent what the price per unit for approved medical marijuana products should be, assuming reasonable economy and efficiency.



4Front has experience with the pricing of various products in many states and can use our knowledge to develop appropriate prices for products sold in dispensaries. We will develop projections and justifications for pricing as required for the application.

*C.1.f.) Development, in conjunction with BE, of pro forma financial statements necessary for specific phases and operations as well as **TOTAL PROJECT COMPLETION** and forward looking operational assessments.*

4Front can provide pro forma financial statements as it pertains to the application and work with client to customize them as needed.

*C.1.g.) Satisfactory completion and delivery of work as contemplated in **SECTIONS C.2., C.3., C.4., C.5., C.6., C.7., C.8., C.9., C.10., and C.11.**, as described in the attached SOW. Agreements, proposals, and/or assessments regarding the services contemplated in **SECTION D** of the attached SOW.*

See relevant sections.

C.2.) Agricultural Facility Design and Engineering

As discussed with Mark Doherty, 4Front's two primary focus areas are license applications and the operation of dispensaries. Therefore, we are not proposing to work on cultivation operations, and will instead be happy to collaborate with whoever is selected as the cultivation strategic partner to integrate their content into the application and ensure the cultivation facility and dispensaries work well together.

C.3.) Agricultural Standard Operating Procedures

See C2. 4Front is not seeking to consult on cultivation operations.

C.4.) Marijuana Processing Facility Design and Engineering

As discussed with Mark Doherty, 4Front's two primary focus areas are license applications and the operation of dispensaries. Therefore, we are not proposing to work on production operations, and will instead be happy to collaborate with whoever is selected as the production strategic partner to integrate their content into the application and ensure the production facility and dispensaries work well together.

C.5.) Marijuana Processing Standard Operating Procedures

See C4. 4Front is not seeking to consult on production operations.

C.6.) Facilities Management Guidance and Support

C.6.a.) Provide to BE guidance and support services relative to the management and operation of a marijuana cultivation facility via email, phone, and other communication methods sufficient to meet requirements as dictated by BE and NYSDOH.

Not applicable.

C.6.b.) Provide staff, onsite at BE's primary location in Wayne County, New York to support management and operations, from time to time, as necessary. Such times of particular interest will be; application submission, potential workforce interviews, staff orientation, pre and post review by NYSDOH or other regulatory bodies, agricultural facilities startup, initial harvest and initial processing runs.

4Front staff will be available to travel to BE's primary location for the assembly of hard copies in preparation for application submission, and as necessary during the application process. 4Front's services also include assisting with the interview and selection of senior staff members, preferably by Skype or other video call, but in-person as necessary. Our operating model includes an intensive, one-week staff orientation and training program before facilities begin operations.

In regards to agricultural facilities startup, initial harvest, and initial processing runs, 4Front is not seeking to consult on cultivation or production operations.

C.6.c.) Provide to BE guidance and support services relative to the management and operation of marijuana dispensing facilities via email, phone, and other communication methods sufficient to meet requirements as dictated by BE and NYSDOH.

4Front staff shall be available to provide guidance and support services for the management and operation of client's dispensaries by email, phone, and other communication methods.

C.6.d.) Provide staff, onsite at BE's dispensary locations in TBD, New York to support management and operations, from time to time, as necessary. Such times of particular interest will be; application submission, potential workforce interviews, staff orientation, pre and post review by NYSDOH or other regulatory bodies, dispensing facilities startup, initial delivery, distribution and sales.

4Front staff will be able to travel to client's dispensary locations throughout New York to support management and operations as necessary. We will assist with the interviews and selection of senior staff, as well as training senior managers to interview and select qualified entry-level staff. During the implementation phase (licensing to opening), 4Front staff will travel to dispensary locations as necessary, including for our one-week staff training program. 4Front will also conduct quarterly on-site audits and make recommendations to improve compliance, efficiency, and quality.

C.6.e.) In conjunction with BE develop a staffing plan for staff involved in activities related to the cultivation of marijuana, the manufacturing and/or dispensing of approved medical marijuana products and/or staff with oversight responsibilities for such activities, which shall include: a senior staff member with a minimum of one year experience in good agricultural practices (GAP); a quality assurance officer who shall exercise oversight of the organization's practices and procedures and who has documented training and experience in quality assurance and quality control procedures. Conforming with requirements that all staff be twentyone (21) years of age or older, and that all staff involved in the manufacturing be trained in and conform to general sanitary practices

A core aspect of 4Front's operating model is the division of dispensaries into distinct departments (Inventory, Security, Patient Care, and Membership Services) to maximize efficiency. These include job descriptions for every position the dispensary will need to fill, along with numerous training materials and job aids.

4Front is not seeking to partner on cultivation or production operations, and will not provide these materials for those aspects of the business.

C.6.f.) In conjunction with BE develop policies and procedures to ensure that BE as a registered organization shall not employ anyone who would come in contact with or handle medical marijuana who has been convicted of any felony of sale or possession of drugs, narcotics, or controlled substances in accordance with the requirements of section thirtythree hundred sixtyfour of the public health law.

4Front's standard policies and procedures ensure that ineligible job candidates are not hired, and we can refer quality security consultants whose services include background checks.

C.6.g.) Provide comprehensive equipment list with cost data and acquisition plans necessary for agricultural, processing, and dispensing facilities management.

4Front's operating model includes recommended equipment for dispensary facility operations. We can also make introductions and recommendations of national vendors for marijuana-specific equipment. We are not seeking to provide services for cultivation or production operations.

C.7.) Marijuana Storage and Transportation

C.7.a.) Provide all required standard operating procedures relative to the storage, transportation, shipment and receiving of medical marijuana products based on established and tested practices implemented in currently operating facilities.

Our comprehensive operating model includes standard operating procedures for storage, transportation, shipment, and receiving of medical marijuana products.

C.7.b.) Provide comprehensive equipment list with cost data and acquisition plans necessary for the safe storage, transportation, shipping and receiving of medical marijuana products.

4Front's operating model includes recommended equipment for dispensary facility operations, including equipment used for the storage, transportation, shipping, and receiving of products.

C.7.c.) Develop SOP's, in conjunction with BE, to prevent derision, loss, theft, contamination, damage, or any form of mishandling during storage, transportation, shipping and receiving of medical marijuana products. Said SOP's shall conform with rules and regulations of NYSDOH and be compatible with "seedtosale" tracking system designed to interface with NYSDOH mandated reporting system.

4Front's policies and procedures, especially those for the Security Department, include measures to prevent theft, damage, or other losses of medical marijuana products while in the dispensary's possession. These policies can be tailored to fit New York's specific regulations.

4Front is willing to work with any of the three major seed-to-sale systems (MJ Freeway, BioTrack THC, or AgriSoft), and our policies and procedures integrate well with any of them.

C.7.d.) Develop SOP's and specifications, in conjunction with BE, regarding storage conditions at the manufacturing facility once the package is sealed, during transport, at the dispensing facility, in the patient's home and for samples retained for future testing

4Front's policies and procedures include specifications for storage conditions at the dispensing facility. As we are not seeking to consult on production operations, we do not have specifications for conditions at the manufacturing facility.

C.7.e.) Develop SOP's, in conjunction with BE, to address completion of a shipping manifest using a form determined by NYSDOH, prior to transporting any approved medical marijuana product.

Our policies and procedures for transportation can be adapted to integrate with any forms created or designated by NYSDOH.

C.8.) Marijuana Dispensary Design and Engineering

C.8.a.) Conduct onsite inspection and assessment of BE's locations in TBD, New York for the purpose of converting existing space for medical marijuana dispensing purposes. Dispensing purposes shall include, but not be limited to; receiving, storage, product display, patient consultation, purchase, sale, employee and patient safety.

4Front staff (partner for operations Don Schaefer) will be available to tour potential dispensary locations and assist with the selection of sites for the license application. Don's experience in opening restaurants, as well as assisting in the build-out of numerous dispensaries for 4Front clients, gives him an invaluable perspective in predicting how locations will work as dispensaries and how to best use a space's unique characteristics to create a safe, welcoming atmosphere for patients.

C.8.b.) Provide evaluations and recommendations regarding dispensary layout and systems design for the purpose of dispensing medical marijuana relative to the requirements of BE and NYSDOH. Said evaluations and recommendations shall be based on established and tested practices implemented in currently operating facilities and shall include, but not be limited to; facility requirements, dispensing system type and layout.

4Front has template floor plans which can be adapted to fit spaces selected as dispensary locations. By providing these to BE's architect, we can significantly reduce the work required of the architect and his/her time spent on the project. 4Front staff typically offer feedback in one or two rounds of revisions by clients' architects before the floor plan is finalized, and ensure that the layout is both legally compliant and optimal for patient and product flow. 4Front does not have an architect on staff.

C.8.c.) Provide architectural drawings, diagrams, schematics, and technical data required for conversion of said space for dispensing purposes. To include detailed floor plans indicating the activities performed in each area and consistent with the requirements of NYSDOH.

See C8b. 4Front has template floor plans that we will work with client's architect to adapt to specific facilities. We do not provide or create blueprints or other architectural drawings, and BE will need to hire an architect separately.

C.8.d.) Provide comprehensive equipment list with cost data and acquisition plan. Equipment list shall include, but not be limited to; electrical, lighting, HVAC, product displays, storage vaults and containers, security, dispensary specific and nonspecific equipment.

4Front's operating model includes recommended equipment for dispensary facility operations. We can also make introductions and recommendations of national vendors for marijuana-specific equipment.

C.8.e.) Provide construction timeline for facilities necessary to receive, store, display, dispense and sell medical marijuana products.

4Front's project plan, which will be created for both the application and implementation phases, includes a timeline for the facility to get online. We will work with client's architect and general contractor to integrate construction timelines into this plan.

C.8.f.) Provide support services, as necessary, both onsite and remote to contractors and subcontractors employed by BE to include; general contractors, carpenters, electricians, plumbers, HVAC, physical and cyber security, and equipment installation specialists.

We will work with other consultants to adapt our templates, such as floor plans, to the specific space and answer pertinent questions those consultants may have.

C.9.) Marijuana Dispensary Standard Operating Procedures

C.9.a.) Provide all required standard operating procedures relative to the dispensing practices of medical marijuana products based on established and tested practices implemented in currently operating facilities.

4Front's comprehensive operating model includes hundreds of pages of standard operating procedures for medical marijuana dispensaries. As described above, this includes dividing the dispensary up into specific departments and position, and all information necessary for training employees to perform their jobs.

C.9.b.) Develop quality assurance plans, relative to the dispensing practices of medical marijuana products. To include, but not be limited to; product handling, product storage, facility opening and closing (NOTE: Dispensing facilities shall not be open or in operation unless an individual with an active New York State pharmacist license, as defined in article one hundred and thirty seven of the Education Law, is on the premises and directly supervising the activity within the facility. At all other times, the dispensing facility shall be closed and properly secured.), secure and nonsecure waste management, and plans to detect, identify and prevent dispensing errors.

4Front's policies and procedures address quality assurance thoroughly, including provisions relating to product handling, storage, facility opening and closing, waste management, accurate dispensing, and many other areas.

C.9.c.) Develop policies and procedures to document and investigate approved medical marijuana product returns, complaints and adverse events, and to provide for rapid voluntary or involuntary recalls of any lot of medical marijuana product. Such policies and procedures shall include a plan for any retesting of returned

approved medical marijuana products, storage and disposal of marijuana and any manufactured medical marijuana products not passing requirements, and a requirement that adverse events and total recalls are reported to the department within twentyfour hours of their occurrence.

4Front's policies and procedures address product recalls, returns, complaints, and other unfortunate situations. We will work with client to ensure these procedures are compliant with NY regulations and adjust them as needed.

C.9.d.) Develop quality assurance program to track contamination incidents and document the investigated source of such incidences, and the appropriate corrective action(s) taken.

4Front's policies and procedures include the tracking and documenting of contamination incidents, and proper response to any product loss or contamination.

C.9.e.) Develop systems for documentation, including lot numbers where applicable, of all steps in the receiving, storage, display, consultation, dispensing and sale process to close the tracking loop. Said documentation shall create uploadable data to the inhouse "seedtosale" tracking system and interface with NYSDOH mandated reporting system.

4Front's operating model includes systems for keeping track of medicine in all parts of the dispensary, including receiving, storage, display, consultation, dispensing, and sale. Our system can be integrated with any of the major seed-to-sale tracking programs and any database or other reporting system created or mandated by NYSDOH.

C.10.) Security and Control Measures

C.10.a.) In conjunction with BE develop policies and procedures related to security and control measures that will be in place to prevent diversion, abuse, and other illegal or unauthorized conduct relating to medical marijuana and are consistent with provisions set forth by NYSDOH.

4Front's comprehensive policies and procedures include measures to prevent diversion, theft, abuse, and other illegal activity in regards to medicine or other dispensary property.

C.10.b.) In conjunction with BE develop policies and procedures related to security and control measures that will be in place to prevent undesirable product yields, product contamination, irregular product specification conformity and other defects that will result in loss of product or revenue.

Not applicable, as 4Front is not seeking to consult on cultivation operations.

C.10.c.) Development of a comprehensive biosecurity program.

Not applicable, as 4Front is not seeking to consult on cultivation operations.

C.10.d.) Development, in conjunction with BE, of physical and cyber security plans for all facilities to maintain effective control against diversion of marijuana and medical marijuana products. Said plans shall include information regarding compliance with the requirements of article 33 of the Public Health Law, and NYSDOH rules.

4Front's policies and procedures address facility security, and include numerous training manuals and other materials for the training and operation of the Security Department. We will work with any security consultant retained by client to adapt security templates to specific facilities, with security consultant creating items such as security camera layout and technical aspects of surveillance and other operations.

C.10.e.) Provide SOP for "seedto-sale" tracking system designed to interface with NYSDOH mandated reporting system. To include a detailed description of plans, procedures and systems adopted and maintained for tracking, record keeping, record retention and surveillance systems, relating to all medical marijuana at every stage including cultivating, possessing of marijuana, and manufacturing, delivery, transporting, distributing, sale and dispensing.

We will work with any of the three major seed-to-sale tracking systems (MJ Freeway, BioTrack THC, or AgriSoft) and our policies and procedures can be adapted to include any of them.

C.10.f.) In conjunction with BE develop comprehensive equipment list with cost data and acquisition plan necessary for security and control measures.

Security consultant separately retained by BE would be responsible for selecting and acquiring security items such as locks or cameras. 4Front can work with security consultant to fit template plans to specific spaces, and we can provide referrals to high-quality security consultants in the marijuana industry who we've worked with in other states.

C.10.g.) Develop SOP's regarding safety and efficacy of medical marijuana products that support the requirement that medical marijuana products produced by a registered organization shall be examined in a laboratory located in New York State that is licensed by the federal Drug Enforcement Administration (DEA) and approved for the analysis of medical marijuana by NYSDOH.

Not applicable, as 4Front is not seeking to consult on production operations.

C.10.h.) Develop SOP's to implement immediately policies and procedures to document and investigate complaints and adverse events and report these events to NYSDOH within 24 hours of their occurrence.

4Front's policies and procedures include measures to document and investigate complaints and other negative events, including reporting them to police and other relevant government agencies.

C.10.i.) Develop SOP's to quarantine any lot of medical marijuana product as directed by the department, and not transport, distribute or dispense such lot unless prior approval is obtained from the department.

4Front's policies and procedures include measures to prevent the sale of any medical marijuana product as directed by government agencies, cultivation facilities, or production facilities.

C.10.j.) Develop SOP's to dispose of unusable medical marijuana products that have failed laboratory testing or any marijuana used in the manufacturing process as per the registered organization's approved operating plan.



4Front's policies and procedures include measure to dispose of unusable medical marijuana products in a safe and compliant manner. As we are not seeking to consult on production operations, we will not be involved in the manufacturing process, but can work with production consultants to integrate those procedures into the license application if necessary.

C.10.k.) Develop SOP's to verify the stability and expiration date of the final distributed medical marijuana product which shall be stable for a minimum of 60 days under the specified storage conditions (light, temperature and humidity) when opened.

Not applicable, as 4Front is not seeking to consult on cultivation or production operations. Our policies and procedures do include measures for storage within the dispensary.

C.11.) Facilities Tours and Process Demonstrations

*C.11.a.) Provide onsite facilities tours, process demonstration and explanation of growing, processing and dispensing operations for representatives of BE, Mark E. Doherty and/or Scott Marshall and/or their assigns as approved by the respective parties; for the purpose of vetting experience level of **4Front Ventures Inc. d.b.a. 4Front Advisors.***

On Monday, 3/9/15, 4Front's partner for client development Nicholas Russo brought Mark Doherty on a tour of Harvest of Tempe in Arizona. They also met with 4Front's partners and staff who work in our Phoenix headquarters.

Sam Tracy and Kris Krane are also coordinating an in-person meeting with Mark for sometime in March, likely Tuesday, 3/24/15. This will not include a facility tour, as none of our Massachusetts clients are operational at this time, but will provide an opportunity to speak further about the process and our team's experience.

*C.11.a.1.) Facilities shall be under respondents directive, operation, ownership and/or facilities which respondent provided significant levels of services with respect to work contemplated in **SECTIONS C.1., C.2., C.3., C.4., C.5., C.6., C.7., C.8., C.9., C.10.** of this SOW.*

D.) SECONDARY SCOPE OF WORK

D.1.) Minimum 3 Year Operational Support Services

*C.11.a.) Provide, at a minimum, 3 years operational support services to include, marijuana cultivation and agricultural practices, marijuana processing, adaptation of business model to evolving legal structure, and support of services as provided under **SECTIONS C.2., C.3., C.4., C.5., C.6., C.7., C.8., C.9., C.10.** of this SOW.*

4Front enters into 10-year operating contracts with all of its clients and would be seeking the same arrangement with Butler Evergreen. This will include operational support, as well as adapting the business to stay in compliance with changing state and local regulations. 4Front's staff includes regulatory and compliance experts, as well as several drug policy reformers who are very familiar with applicable regulations and adept at predicting how political developments may change the industry.

D.2.) Additional Services Recommended by Provider

C.12.a.) Provide detailed description and plans for additional services suggested by your firm, which in your experience are required for successful license application, facilities design, startup and/or operation.



4Front's comprehensive operating model includes policies and procedures for all departments and positions within the dispensary, some of which were included in this RFP but others which were not. The four departments — Security, Inventory, Patient Care, and Member Services — each come with a host of training programs, job knowledge quizzes, job aids, operational supplements, and other materials that ensure a compliant and successful dispensary operation.

Our week-long on-site training program for senior staff members is modeled on franchise trainings and is similarly comprehensive. Regular on-site audits by 4Front staff will provide an objective review of facility operations, and include a report outlining recommendations for improved compliance, efficiency, and quality of service.

In regards to additional services outside of 4Front's scope of services, BE will need to hire separate cultivation consultants, production consultants, security consultants, real estate partners, lobbyists or other consultants to garner local support, and architect, among others.

Schedule (i)

1. Transfer(s) by Gary Marshall.
2. Transfers (including but not limited to transfers of newly created membership interests) for the purpose of obtaining capital in the approximate aggregate amount of \$15,000,000.00, which transfers may occur over a period of time to various individuals and/or entities.



CONSULTING AGREEMENTS

(2) Access Strategies & Promotions LLC

Access Strategies & Promotions, LLC
(Doing Business As PC Public Affairs)

CONSULTING SERVICES AGREEMENT

(Butler Evergreen LLC) ("Client") hereby enters into this consulting services agreement ("Agreement") effective as of **February 10, 2015** ("Effective Date") to retain **Access Strategies & Promotions, LLC**, doing business as **PC Public Affairs** ("Consultant"), having an office at 26 Century Hill Plaza Drive, Suite 101, Latham, NY 12110, as an independent contractor to perform the services described herein.

1. The Services. Client and Consultant agree that Client hereby retains Consultant to render consulting services to the Client as specified on **Schedule 1** attached hereto. In addition, subject to any limitations set forth on Schedule 1, Consultant should provide such other reasonable consulting services as the parties shall mutually agree to in writing (together with the consulting services identified on Schedule 1, the "Services") during the Term (as described below).
2. Payment Terms. Client and Consultant agree that Consultant shall be entitled to receive the fees, compensation and retainer set forth on **Schedule 2**, which may be modified from time to time as mutually agreed to in writing. In addition, Client agrees to reimburse Consultant for reasonable and customary expenses actually incurred and properly documented in providing the Services. Such expenses will only be incurred with the prior written approval of the Client.
3. Term. The term of this Agreement shall begin on the Effective date and will continue in effect until **December 31, 2015 (the "Term")**; however, both parties shall have the ability to terminate said Agreement with thirty days prior written notice to the other party.
4. Client Contact. Client shall designate to Consultant, from time to time in writing, the primary contact for reporting and billing purposes. Contacts are identified on **Schedule 3**. Consultant shall keep the primary contact for reporting purposes regularly informed as to the status of the performance of the Services in accordance with this Consulting Agreement.
5. Independent Contractor Status. Consultant agrees that it is an independent contractor and not an agent or employee of Client and Consultant will not hold itself out as such an agent or employee. Consultant has no authority or responsibility to enter into any contracts on behalf of Client.
7. Exclusive/Performance. During the Term, the Consultant is free to engage in other independent contracting activities, except that the Consultant may not accept work, enter into contracts, or accept obligations inconsistent or incompatible with the Consultant's obligations or the scope of services to be rendered for the Client under this agreement.

8. Indemnification. Consultant shall indemnify and hold harmless the Client, its principals, employees, officers and agents, (collectively, the "Indemnified Parties") from and against any and all liabilities, losses, claims, demands, actions, judgments, costs and expenses including but not limited to attorney's fees, arising out of or resulting from any gross negligence or willful misconduct by the Consultant, its employees, officers, directors and agents.

Mechanics of Indemnity. Consultant's indemnification obligations set forth herein are conditioned upon the Indemnified Parties: (i) giving prompt written notice of any claim, action, suit or proceeding for which the Indemnified Parties are seeking indemnity; (ii) granting control of the defense and settlement of the action to the indemnifying party; and (iii) reasonably cooperating with the Consultant with respect to the defense of the action. Notwithstanding the foregoing, the Indemnified Parties may, at their option and expense, participate in the defense or settlement of any claim, action, suit or proceeding covered by this Section 8.

9. Publicity. Client shall not use Consultant's name, logo, trademarks or service marks in any advertising, publicity releases, or any other materials without Consultant's prior written approval. Consultant shall not use Client's name, logo, trademarks or service marks in any advertising, publicity releases, or any other materials without Client's prior written approval.
10. Assignment. Neither party shall assign this Agreement or otherwise transfer, subcontract or delegate any of its rights and/or obligations hereunder without the prior written consent of the other and any attempt to do so will be void.
11. Notices. Any notice or other communication required or which may be given hereunder, will be in writing and either delivered personally or mailed by certified or registered mail, postage prepaid, sent via facsimile or e-mail, and will be deemed given when so delivered personally or if sent via facsimile, to a facsimile number designated below with receipt thereof confirmed electronically, or if mailed, 72 hours after the time of mailing as follows:

If to Consultant:

PC PUBLIC AFFAIRS
Attn: Andre Claridge
6 Neal Drive
Colonie, NY 12205

Tel: (518) 424-2575
Fax: (518) 207-0978
E-mail: andre@pcpublicaffairs.com

If to Client:

Butler Evergreen LLC
c/o Marshall Farms Group
Attention: Scott Marshall
5800 Lake Bluff Rd
North Rose, NY 14516

Tel: 315-587-2295
Fax: 315-587-2109
E-mail: smarshall@marshallbio.com

Either party may change the persons and address to which notices or other communications are to be sent to it by giving written notice of any such change in the manner provided herein for giving notice.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of New York applicable to agreements negotiated, executed and performed entirely within the State of New York, without regard to its conflicts of laws and/or rules.
13. Warranty. Consultant shall provide all Services with a high degree of care, skill, diligence, professional knowledge, ethics, judgment, and expertise according to sound work practices and accepted professional and industry standards, in a well-managed, organized, and efficient manner. Subject to the foregoing warranty, Consultant shall bear no liability to Client for loss or damage in connection with advice or assistance by Consultant given in good faith performance of the Services.
14. Dispute Resolution. All disputes arising out of or in connection with this Agreement shall be adjudicated in a court of competent jurisdiction located in Albany County, New York. Client hereby irrevocably consents to and submits to the personal jurisdiction of such courts and waives any defense in the nature of forum non conveniens or like claim related thereto. Without limiting the foregoing, each party acknowledges that it is hereby waiving any right to have any such dispute resolved by jury trial.
15. Work Product. All documentation, media, materials or other objects produced or created as a result of the Consultant's work and delivered by the Consultant in the course of providing the Services shall belong exclusively to Client, and shall be considered work made for hire by the Consultant for Client. The Consultant shall have no right to utilize any such materials for its own use without prior written approval by Client.
16. General.
 - (a) No amendments or modifications shall be binding upon either party unless made in writing and signed by both parties.
 - (b) This Agreement shall constitute the entire agreement between the parties and supersedes all previous agreements, promises, proposals, representations, understandings, and negotiations, whether written or oral, between the parties respecting the subject matter hereof.
 - (c) In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or unenforceable

provision shall be replaced by a provision which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal, or unenforceable provision.

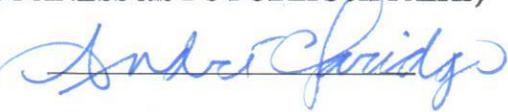
(d) This Agreement may be executed by facsimile or email and in one or more counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.

(f) The section headings contained in this Agreement are inserted for convenience of reference only and will not affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date noted above.

**ACCESS STRATEGIES & PROMOTIONS, LLC
(DOING BUSINESS AS PC PUBLIC AFFAIRS)**

By:



Name: Andre Claridge

Title: Managing Partner

Date: Feb. 11, 2015

Butler Evergreen LLC

By:



Name: Scott Marshall

Title: Managing Member

Date: Feb 11, 2015

SCHEDULE 1

Redacted pursuant to N.Y. Public Officers Law, Art. 6

Redacted pursuant to N.Y. Public Officers Law, Art. 6

SCHEDULE 2

Redacted pursuant to N.Y. Public Officers Law, Art. 6

SCHEDULE 3

Contact Information

Butler Evergreen LLC

Attn: Scott Marshall
c/o Marshall Farms Group
5800 Lake Bluff Rd
North Rose, NY 14516
Tel: 315-587-2295
Fax: 315-587-2109
Email: smarshall@marshallbio.com

PC Public Affairs

Attn: Andre Claridge
26 Century Hill Drive
Suite 101, Box 10
Latham, NY 12110

Tel: (518) 424-2575
Fax: (518) 207-0978
E-mail: andre@pcpublicaffairs.com

Billing Information

Payments are to be made payable to:

Access Strategies & Promotions (DBA PC Public Affairs)

Payments are to be sent to:

Andre Claridge
6 Neal Drive
Colonie, NY 12205



CONSULTING AGREEMENTS

(3) Calyx King Consulting LLC

Master Consulting Services Agreement

BUTLER EVERGREEN LLC & Calyx King Consulting

Client	Client Name	BUTLER EVERGREEN LLC
	Contact Name	Mark Doherty
	Street Address	5800 Lake Bluff Rd
	City, State, Zip Code	North Rose, NY 14516
	Phone	
	Email	

CKC	Consulting Group Name	Calyx King Consulting
	Contact Name	Skylar Keith
	Street Address	5951 Airport Way S.
	City, State, Zip Code	Seattle, WA 98108
	Phone	(206) 457-8229
	Email	info@calyxking.com

This Agreement	Agreement Name	Master Services Agreement
	Agreement Effective Date	The latter date of all authorizing signatures to this Agreement.
	Agreement Expiration Date	4 years from the Agreement Effective Date, unless extended by the consent of the Parties.

By signing below, the signatories acknowledge and agree that: (1) they have carefully read and considered all provisions of this entire Agreement; (2) they have been given ample opportunity to consult with independent legal and business counsel regarding its contents; (3) they understand its terms and conditions; (4) the terms and conditions are fair and reasonable; and (5) the restrictions and covenants contained in the Agreement are reasonable and necessary to protect the Parties' interests and rights.

SIGNED and AGREED:

	"CKC"	"BUTLER EVERGREEN"
	DocuSigned by: <i>Christopher Anderson</i>	DocuSigned by: <i>Scott W. Marshall</i>
Signature	<i>Christopher Anderson</i>	<i>Scott W. Marshall</i>
Printed Name	Christopher Anderson	Scott W. Marshall
Title	General Counsel	Managing Member
Signature Date	4/29/2015	4/30/2015

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This Consulting Services Agreement (“**Agreement**”) is between Calyx King Consulting LLC (“**CKC**”) and BUTLER EVERGREEN LLC (“**Client**” or “**BE**”) (each a “Party” and together “Parties”) and is effective as of the latest date of all authorizing signatures to this Agreement (the “**Agreement Effective Date**”) and will expire four years from the Agreement Effective Date (the “**Agreement Expiration Date**”), unless properly amended or terminated earlier.

1. Overview of Agreement & Terms

1.1. Section Summary

This Section details the terminology, structure, and duration of this Agreement.

1.2. Order of Precedence

In the event of a conflict between the Agreement, any subordinate SOW, or any attachment, the terms and conditions with respect to such conflicting provisions will control in the Order of Precedence as follows:

1	Agreement (Including amendments, appendices, or attachments to the Agreement)
2	Exhibits to the Agreement (Including amendments, appendices, or attachments to any Exhibits)
3	SOW(s) (Including amendments to SOW)

4	Exhibits to the SOW(s)
----------	-------------------------------

The Order of Precedence with respect to certain provisions may be expressly amended, superseded or waived, as the case may be, under the conditions set forth for amending provisions. Failure to meet all conditions of amendment will result in the Order of Precedence controlling as before, and with the changed provision(s) voidable at CKC's election.

1.3. Amendment of Provisions

This Agreement may be modified only by a written amendment signed by duly authorized representatives of both parties, the approval of which will result in the amendment becoming an effective part of this Agreement. A model Amendment form is included in the Appendices to this Agreement.

- **Express Reference**

The clause amending, superseding or waiving the provision must 1) expressly reference the provision being amended, superseded or waived; and 2) state that the referenced clause is being changed outside of or in contradiction to the Order of Precedence.

- **Specificity**

The clause must state with specificity in what manner the provision is being amended, changed, superseded or waived (if necessary, by quoting the provision and the amending language).

1.4. Term of this Agreement

This Agreement will expire on the Expiration Date set forth above, unless a written amendment extends the term or a termination event shortens the term. The term of any subordinate SOW will not extend past or survive the termination of this Agreement unless specifically and expressly agreed to and amended in accordance with the requirements of this Agreement.

1.5. Termination of this Agreement

1.5.1. General Termination Right

Either Party may terminate this Agreement for any reason by giving thirty (30) days' written notice to the other Party.

1.5.2. Termination Severance Obligations

If Client terminates the Agreement and subordinate SOW(s) for any reason other than a "for cause" showing, then Client must pay the balance of all outstanding SOW fees within 30 days of the termination notice. If termination is for cause then no further payments must be paid.

"Cause" shall be defined only as:

- (a) the commission by CKC or its agents of embezzlement or theft from Client;
- (b) gross misconduct connected with the engagement under this Agreement or any SOW(s), including the commission of criminal acts or violation of applicable regulatory requirements;

- (c) failure to successfully deliver defined deliverables within a reasonable period of time following the required delivery date;
- (d) undisclosed or unremediated conflicts of interest that prevent the good faith completion of services.

If CKC terminates this Agreement due to a “good reason,” then Client must pay the balance of all outstanding Statement of Work fees due within 30 days of written notice of this termination. A “good reason” includes but is not limited to:

- (a) unlawful harassment,
- (b) insufficient provision of resources by Client (e.g. subordinate employees),
- (c) prevention of accomplishment of CKC goals or duties as defined in specific SOW(s), or
- (d) requests by Client of CKC or its agents to violate the law, act unethically, or dishonestly.

Where such “good reason” concerns arise, CKC will first notify Client in writing of the incidence, the scope of the concerns, and proposed remedies. Following such notice, Client will have 60 days to materially resolve the situation; failure to do so will presumptively establish “good reason” cause for CKC’s termination of this Agreement.

1.6. Severability of Provisions

If any term or provision of this Agreement is determined to be illegal or unenforceable, such term or provision shall be deemed stricken, and all other terms and provisions shall remain in full force and effect.

1.7. Indemnification

Client agrees to indemnify, defend, and hold harmless CKC, its officers, employees, agents, successors, and permitted assigns from and against any and all actions, claims, demands, losses, expenses (including attorneys’ fees and litigation expenses), damages, and liabilities to anyone who may be injured or damaged by reason of Client’s willful misconduct or negligent actions.

CKC agrees to indemnify, defend, and hold harmless Client, its officers, employees, agents, successors, and permitted assigns from and against any and all actions, claims, demands, losses, expenses (including attorneys’ fees and litigation expenses), damages, and liabilities to anyone who may be injured or damaged by reason of CKCs willful misconduct or negligent performance of this Agreement.

1.8. Authority to Contract

Each party signing this Lease represents and warrants to the other that it has the authority to enter into this Lease, that the execution and delivery of this Lease has been duly authorized, and that upon such execution and delivery this Lease shall be binding upon and enforceable against the party on signing.

1.9. Heirs and Assigns

This Agreement shall apply to and be binding upon both Parties their respective successors and assigns.

1.10. Exclusion of Consequential Damages

1.10.1. Exclusions

SUBJECT TO EXCLUSIONS IN THIS SECTION, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF DATA, REVENUE, AND/OR PROFITS), WHETHER FORESEEABLE OR UNFORESEEABLE, ARISING OUT OF THIS AGREEMENT REGARDLESS OF WHETHER THE LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTIES OR OTHERWISE, AND EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

1.10.2. Exceptions to exclusions

THE LIMITATIONS ON LIABILITY SET FORTH ABOVE DO NOT APPLY TO LIABILITY ARISING FROM:

- (1) A PARTY'S DUTY TO INDEMNIFY THE OTHER PARTY FOR THIRD-PARTY CLAIMS UNDER THIS AGREEMENT;
- (2) A BREACH OF A PARTY'S OBLIGATIONS REGARDING CONFIDENTIALITY; OR
- (3) ANY INFRINGEMENT, MISUSE OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHTS; OR
- (4) FRAUD.

1.11. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

1.12. Force Majeure

Time periods for either Party's performance under any provisions of this Agreement shall be extended for periods of time during which the Party's performance is prevented due to circumstances beyond such Party's control, including without limitation, fires, floods, earthquakes, lockouts, strikes, embargoes, governmental regulations, acts of God, public enemy, war or other strife.

2. Consulting Services Arrangement

2.1. Section Summary

This Section details the general business relationship and engagement-by-engagement model for the delivery of consulting services to Client by CKC.

2.2. Relationship of Parties

CKC and Client are independent parties. Both parties acknowledge and agree that CKC's engagement under this Agreement is not exclusive, except as may be specifically provided and detailed within this

MSA or project-specific SOW(s). Generally, CKC may provide to others or Client may retain from others similar such services, provided that either party does so in a manner that does not otherwise breach this Agreement. This Agreement does not make either party an agent or legal representative of the other party, and does not create a partnership or joint venture.

2.3. Description of Services to be Provided

The Services and Deliverables comprising CKC's work for Client are set forth in various SOW(s) which are, upon execution, incorporated into this Agreement according to the Order of Precedence set forth herein. The parties will have engaged in specific pricing negotiations and will have reached final agreement with respect to the scope of services and associated fees, as set forth in the applicable SOW(s). Any statements of pricing or scoping set forth in preliminary documents will be definitively superseded by the express terms of the SOW(s) themselves.

CKC warrants that it has the expertise available to assist in the delivery of Services under this Agreement and any subordinate SOW in a manner consistent with generally accepted standards of CKC's profession. CKC further warrants that it will perform said Services in a legally adequate manner and in accordance with instructions received from Client.

The 1st Appendix Statement of Work sets for the form and structure that any SOW to this Agreement should follow.

2.4. Exclusivity Agreement

During the term of this Master Services Agreement, and in consideration of the promises and mutual covenants contained herein and the on-going business arrangements and goodwill between the Parties, CKC accepts certain "exclusivity restrictions" on its ability to provide services to other business entities in New York State.

Specifically, CKC will not accept any employment or provide consulting services to any other business entities seeking licensure as a New York State medical marijuana provider under the final rules and regulations issued by New York State Department of Health (NYSDOH) entitled "MEDICAL USE OF MARIJUANA". See https://www.health.ny.gov/regulations/medical_marijuana/regulations.htm.

2.5. Conflict of Interest

CKC shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with Client's interests. CKC will notify client of all potentially conflicting consulting engagements ongoing and potential as they arise, and shall not accept any employment or engage in any consulting work that creates a material conflict of interest with Client or in any way compromises the Services to be performed under this Agreement.

3. Services Management

3.1. Section Summary

This Section sets out the key roles and responsibilities of Client and CKC in managing the services to be delivered as contemplated by this Agreement and related Statements of Work.

3.2. Organization Structure

The Parties assign the following CKC employees to the BUTLER EVERGREEN account:

- (a) Christopher Anderson
- (b) Skylar Keith
- (c) Jason Hutto
- (d) Matt Gaboury

These individuals may or may not be involved in the provision of services or deliverables to Client, but rather serve as relationship managers and primary points of contact for all business matters between the Parties.

3.3. Meeting Schedules

The Parties will hold the following regularly scheduled meetings for the general management of Services under this Agreement or any subordinate SOWs:

Meeting	Frequency	Organizer	Attendees	Purpose
Sync Meeting	Monthly	Chris Anderson	Chris Anderson, Mark Doherty	General Overview of all on-going CKC-BE matters, regardless of stage of completion and independent of SOW-specific meetings or milestones.

3.4. Change Management

The Parties reserve the right to amend or add to any SOW's performance instructions in order to meet the changing business or circumstantial needs. This section sets forth the process ("**Change Control Process**") which Client and CKC will follow to request, assess, plan, approve, implement, evaluate, and communicate modifications to the Services defined by any SOW.

3.4.1. Change Order Triggering Events

Events which may recommend a Change Order include, for example:

- Changes in applicable law which have a material impact on the Services or Deliverables;
- Changes in relevant Client policies and procedures which have a material impact on the Services or Deliverables;
- Introduction of new or updated technology tools not already contemplated by the Agreement, as identified by either Party;
- Material modification to the Deliverables or metrics;
- Addition of new services previously out of scope;
- Addition of new programs previously out of scope;

- Material modification of existing programs and new activities associated with such program; or
- Material increase in reporting requirements;
- Material advance in deliverable due dates.

3.4.2. Change Order Process

Each Party shall bear its own costs for preparing and administering Change Orders. In accordance with the provisions set forth in this Section, either Party may initiate a proposed Change Order, but no such Order will be effective until both Parties have knowingly confirmed the Change Order in writing.

The initiating Party (“Originator”) will deliver a document, substantially similar in form and content to the template attached as the 2^d Appendix to this Agreement, to inform the counter-party (“Receiver”) of the requested change. The Originator’s obligations include providing the following information to the Receiver in each proposed Change Order:

- (a) A descriptive title for the change;
- (b) Assignment of a change category (system, process, Service, other);
- (c) Indication of a Priority (high, medium, low); and
- (d) Details of the proposed change including any supporting documentation.

The Receiver will acknowledge receipt of the proposed Change Order to the Originator in writing. Absent written agreement to the contrary, the Receiver will have 14 calendar days from the receipt of the proposed Change Order to accept and execute the Change Order or formally reject the requested change. Upon execution, the Change Order will become part of the relevant Statement of Work.

4. Confidentiality Obligations

4.1. Section Summary

In addition to the policies and procedures contained in the Agreement and elsewhere in this SOW, CKC will comply with the following compliance and security policies and requirements.

4.2. Confidential Information

For purposes of this Agreement, “Confidential Information” includes:

- The methods and processes relating to the procedures of the Parties, including those in the process of development and any of those developed during the term of this Agreement;
- Any information which is the subject of any trademark, copyright, patent, or which is covered under any applicable Trade Secret Acts;
- The proprietary products and methods of the Parties, or any used by the Parties, in connection with this Agreement; and
- Any other proprietary or confidentially-treated information or data relating to the Parties’ business that is not publicly known.

“Confidential Information” will not include information that is:

- publicly known through no breach of this Agreement;
- already known to the other Party at the time of disclosure;
- subsequently obtained by a Party from a third-party without breach of any obligation of confidentiality of such third-party;
- independently developed by a Party without reliance upon any of the confidential information; or
- disclosed pursuant to legal requirements or order.

4.3. Trade Secrets

"Trade Secret" shall mean any information, including, but not limited to, technical or non-technical data, a formula, a pattern, a compilation, a program, a plan, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, or a list of actual or potential customers or suppliers which:

- (i) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and
- (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

4.4. Confidentiality Obligations of CKC

With respect to this Agreement and any information supplied in connection with this Agreement, the CKC agrees to: (1) protect the Confidential Information or Trade Secrets in a commercially reasonable manner; (2) use Confidential Information or Trade Secrets only to perform its obligations under this Agreement; and (3) reproduce Confidential Information or Trade Secrets only as necessary to perform its obligations under this Agreement.

At all times during the Term, and for five (5) years thereafter, CKC will hold in strictest confidence and will not use or disclose to any third party any Confidential Information.

CKC shall maintain in strict confidence, and not use or disclose except pursuant to written instructions from the Client, any Trade Secret of the Client, for so long as the pertinent data or information remains a Trade Secret, provided that the obligation to protect the confidentiality of any such information or data shall not be excused if such information or data ceases to qualify as a Trade Secret as a result of the acts or omissions of CKC.

5. Property & Intellectual Property

5.1. Section Summary

This Section discusses the definition and ownership allocation between the Parties of various modes of property, including intellectual property.

5.2. Physical Property

Any and all documents, information, and reports prepared by and/or provided to the Client by CKC pursuant to this Agreement or any subordinate agreement shall be the sole property of Client. CKC assigns to Client the exclusive copyright to deliverable materials prepared under this Agreement. CKC shall, and shall cause its employees and agents to, promptly sign and deliver any documents and take any actions that Client reasonably requests to establish and perfect the rights assigned to Client under this provision.

5.3. Intellectual Property

5.3.1. Trademark Materials

Neither Party shall have any right to use any trademarks or proprietary marks of the other Party without the express, prior written consent of the other Party regarding each use.

5.3.2. Ownership of Pre-existing IP

Each Party will own and retain all rights to its pre-existing IP and any IP developed outside of the Services performed under this Agreement.

5.3.3. CKC's Use of Client Materials

Client grants CKC a nonexclusive, nontransferable, revocable license to copy, use and distribute any Client Materials provided to it to the extent necessary to perform the Services. Client retains all other interest in Client Materials and related IP. Except as approved by Client, CKC has no right to sublicense the right to use Client Materials.

CKC will insure and take all reasonable precautions to protect the Client Materials against, loss, damage, theft or disappearance.

Client may revoke the license to use Client Materials at any time for any reasonable business reason. The license will terminate automatically on the earlier of the expiration or termination of:

- (i) This Agreement; or
- (ii) The applicable SOW.

CKC will promptly return any Client Materials on request or termination of CKC's license.

5.3.4. Client's Right to CKC's Work Product

CKC grants BUTLER EVERGREEN LLC an exclusive and irrevocable license to copy and use in the course of BUTLER EVERGREEN LLC operations any of the materials authored by CKC in the course of the work for Client (the "Work Product Materials"). CKC retains all other interest in CKC materials and related IP. Except as approved by CKC, Client has no right to provide access to or sublicense the Work Product Materials to any other party for any commercial purposes.

Client will insure and take all reasonable precautions to protect the Work Product Materials against, loss, damage, theft or disappearance.

6. Financial Transparency

6.1. Section Summary

The Parties intend the BE Facilities and the BUTLER EVERGREEN LLC operations in general to be a mutually beneficial collaboration. Specific compensation for CKC services may be related to BUTLER EVERGREEN LLC expenditures, revenues, or profits and accurate and just accounting for such requires that CKC have access to the financial records and true statements of account of BUTLER EVERGREEN LLC

6.2. Audits and Inspections.

Client agrees to maintain accurate and adequate books and records related to BUTLER EVERGREEN LLC and the BE Facilities for the following period of time: (a) for any applicable statute of limitations; (b) for any compulsory extension or tolling of any applicable statute of limitations; and (c) for any reasonable voluntary extension by the Parties of any statute of limitations under circumstances in which the governmental entity could otherwise compel an extension; provided however, that in no case will such period be less than five (5) years. BUTLER EVERGREEN LLC must obtain written authorization from CKC prior to destroying any records relating to services and operations described by this SOW prior to the lapse of the time periods set forth in the preceding sentence.

CKC may audit the books and records of Client relating to the operations of BUTLER EVERGREEN LLC, including and all revenue and expenses effecting BUTLER EVERGREEN LLC and the BE Facilities. CKC may consult with Client's accountants or agents to verify Client's compliance with the terms of this Agreement. Client agrees to promptly correct any deficiencies in Client's books and records detected in the audit and shall promptly remit any underpayments to CKC that are disclosed by such an audit. Any audit will be conducted with reasonable advance notice during Client's normal business hours in such a manner as not to unreasonably interfere with Client's normal business activities. CKC and its agents shall be entitled to conduct the foregoing audits, and to examine and make copies of all books and records regarding any or all information which CKC is permitted to audit hereunder.

6.3. Definitions of Financial Terms

Questions or disputes regarding the definition of any financial terms will be resolved first by reference to specific definitions provided and further by reference to United States Generally Accepted Accounting Principles (GAAP).

7. Compensation

7.1. Section Summary

This Section details the general principles regarding taxes, expenses, invoicing, and payment methods for the Services delivered under this Agreement

7.2. Compensation

Any SOW(s) to this Master Services Agreement will detail the specific fees and pricing elements, assumptions, adjustments, expenses, invoicing, and payment processes agreed upon by the parties.

7.3. Taxes and Other Charges

CKC shall be solely responsible for all taxes, fees, duties, or other charges required by a government or governmental agency, which relate to payments received from Client.

7.4. Reimbursable Expenses

CKC will be reimbursed for reasonable and properly documented incidental and business expenses.

7.5. Invoicing and Payment

CKC will submit invoices to Client in the ordinary course of business, typically at the start of each fiscal month. Specific SOW(s) will detail whether payments are in advance or in arrears of services rendered under that SOW.

Unless otherwise agreed to in a specific SOW, Client will pay all CKC Invoices on a Net 10 schedule (i.e., payment must be received by CKC within 10 days of the submitted invoice). Invoices which have not been paid within 10 days of receipt will accrue interest at the rate of 9% per annum, compounding daily.

Statement of Work – 1: Application Phase

To the Parties' Master Services Agreement

Client	Client Name	Butler Evergreen, LLC
	Business Contact	Mark Doherty
	Street Address	6800 Lake Bluff Rd
	City, State, Zip Code	North Rose, NY 14516
	Phone	
	Email	

CKC	Consulting Group Name	Calyx King Consulting
	Contact Name	Chris Anderson
	Street Address	5951 Airport Way S.
	City, State, Zip Code	Seattle, WA 98108
	Phone	(206) 457-8229
	Email	chris@calyxking.com

This SOW	SOW Effective Date	The latter date of all authorizing signatures to this SOW.
	SOW Expiration Date	Date of BE's NYSDOH Licensure or Denial of Such
	Master Services Agreement	Dated [INSERT] April 30, 2015

1. SOW Subordinate to MSA

This Statement of Work ("SOW") is subordinate to the Master Services Agreement ("MSA") between Calyx King Consulting LLC ("CKC") and Butler Evergreen, LLC ("BE" or "Client") dated [INSERT]. MSA dated April 30, 2015

1.1. BE's Request(s) For Proposal(s) & CKC's Responses

On February 13, 2015 CKC received a formal Request For Proposal from BE (the "RFP," set forth as Attachment A to the MSA). On March 16, 2015, CKC responded to that RFP with a formal proposal for services ("CKC First Proposal", see Attachment B to the MSA). On March 25, 2015, in response to a follow-on request from BE, CKC submitted a revised proposal for services ("CKC Second Proposal," see Attachment C to the MSA). Collectively, these documents are referred to as the "Scoping Documents".

The Scoping Documents may be referenced by this SOW and contain definitions and clarifications regarding the scope of services sought and offered and the intentions and commitments of the Parties to this SOW. In the case of any material conflict between the MSA or this SOW and the terms and definitions set forth in the Scoping Documents, the specific terms of the MSA or this SOW will control.

1.2. SOW-1 : Application Management

CKC will provide services relating to the generation and submission of an application package ("the Application") to the New York State Department of Health (NYSDOH) in pursuit by BE of a license(s) to

produce, process, and sell permissible cannabis products through dispensary facilities in New York State. Because the NYSDOH application will require detailed facilities design and engineering materials and the documentation of enterprise standard operating procedures, CKC will provide significant planning, documentation, design, and operational education and decision-making for BE's enterprise. In addition, CKC will effectively and professionally represent BE in various forums (public or private) and in explicating or otherwise supporting the Application submission to the NYSDOH or relevant authorities.

1.3. Term

This SOW begins on the Effective Date established by signatures to this agreement. The work will continue through the completion and submission of the Application. The work related to this SOW-1 will also continue through a reasonable period of time after submission, during which time CKC will support BE in addressing any follow-up requests, instructions, or engagements with the NYSDOH for the review and consideration of the Application.

2. Staffing Commitments

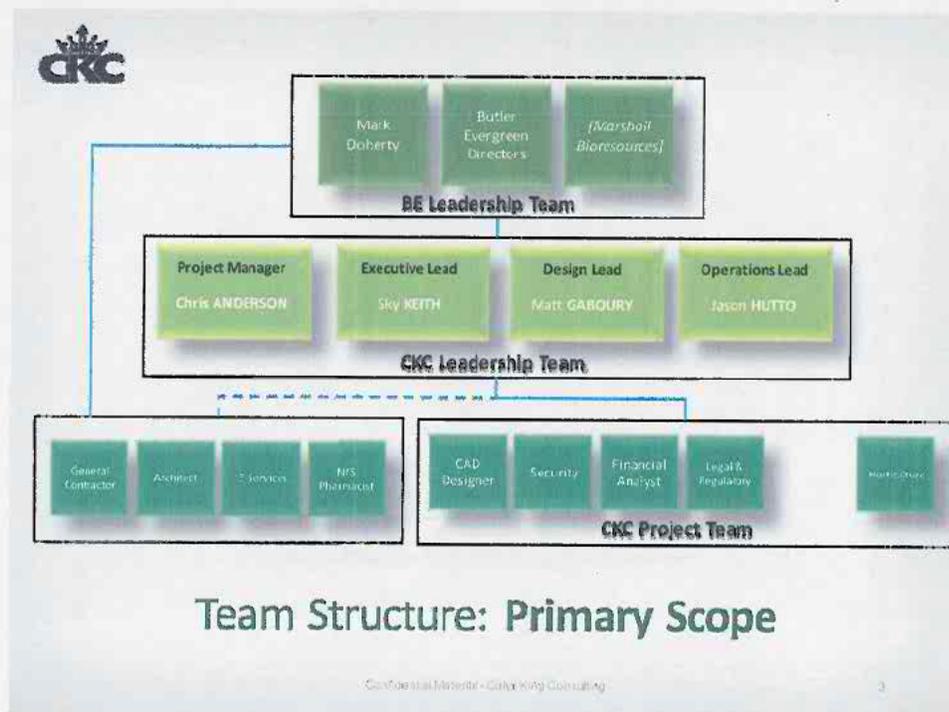
2.1. On-Site Support & Expenses

During the application phase, CKC will deliver on-site support to BE at Rochester-area offices at various times during the Application Phase.

2.2. Remote Support

Throughout the course of the Application phase, CKC will schedule, coordinate, and manage the weekly project sync meeting bringing together all relevant stakeholders (estimated at 2 hours per week). In addition, CKC will provide ad hoc support and subject matter expertise via email and phone calls as necessary.

2.3. Service Organization Structure



Chris Anderson (chris@calyxking.com; cell [REDACTED]) will be the primary point of contact and escalation option for any issue arising during the engagement.

3. Scope of Work – Defined

Based on information available to date, BE and CKC presume an application deadline of May 29, 2015. CKC commits to delivering all work set forth in this SOW within the time necessary to successfully submit the application by such deadline.

3.1. Application for License

Sections C.1.a through C.1.f of the RFP are incorporated by reference into CKC's scope of work, as specified below.

BE has selected another strategic partner to deliver services and work-product, and to bear primary responsibility for, Section C.1 as a whole. CKC will bear responsibility for delivering subject matter expertise, application content related to all Sections implicating Agriculture Facilities and Processing Facilities, and any supporting services necessary to meet application requirements or post-application responses.

CKC will plan and complete the collection, compilation, and persuasive formatting of the preliminary facilities designs for cultivation center and processing facilities, respective Standard Operating Procedures for cultivation center and processing facilities, and supporting data and best practice strategies deemed relevant to preparing the best-in-class application. This will include the collaborative development, along with BE's other strategic partner, of projections and calculations regarding total project cost, per unit production costs, unit pricing, and overall operational financial performance.

3.2. Agricultural Facility Design & Engineering

Sections C.2.a through C.2.f of the RFP are incorporated by reference into CKC's scope of work.

CKC will support BE's design and engineering work related to the agricultural facilities necessary for BE objectives and phased approach. The scope of this work includes:

- Physical site visit and analysis
- Draft diagrams and documents regarding flow, program, and operational elements of project in relation to site and BE needs.
- Conversion of CKC design documents into functional drawings for contractor and sub-contractors.
- Equipment specifications and sourcing guidance.
- Draft project schedule & preliminary budgeting, including assumptions, contingencies, milestones, KPIs, available costing data, sourcing guidance, resource allocation.

3.3. Agricultural Standard Operating Procedures

Sections C.3.a through C.3.f of the RFP are incorporated by reference into CKC's scope of work.

CKC will draft and document the Standard Operating Procedures ("SOPs") necessary for BE's cultivation facilities, including:

- Lighting configuration, temperature and humidity controls, fixture/space ratios, space orientation, pot size, aging, transference, product lifecycle, lifespan definition, nutrient delivery systems, growth mediums, water management and ph controls for every life-cycle stage (e.g., Clone Mom Veg Flower)
- Quality Assurance factors, Key Performance Indicators (KPIs), and responsive rules will be defined
- Strain recommendations and propagation plans will be made based on desired forms of products and delivery methods as defined in section C.5
- Traceability procedures, including relevant data points, timeframes, and storage media will be defined and software solutions assessed and recommended
- End-to-End management of cultivation and production lifecycle including all elements in section C.3.f of the RFP

All SOPs will be validated for compliance and industry-leadership against NYSDOH cannabis-specific regulations, NYS GAPs, and organic agricultural practices.

3.4. Marijuana Processing Facility Design and Engineering

Sections C.4.a through C.4.e of the RFP are incorporated by reference into CKC's scope of work.

CKC will support Butler Evergreen's design and engineering work related to Butler Evergreen's cannabis processing facilities, including:

- Physical site visit and analysis
- Draft diagrams and documents regarding flow, program, and operational elements of processing facility & requirements in relation to site and BE needs.

- Conversion of CKC design documents into functional drawings for contractor and sub-contractors.
- Generate equipment specifications and sourcing guidance.
- Draft project schedule & preliminary budgeting, including assumptions, contingencies, milestones, KPIs, available costing data, sourcing guidance, resource allocation.

3.5. Marijuana Processing Standard Operating Procedures

Sections C.5.a through C.5.h of the RFP are incorporated by reference into CKC's scope of work.

CKC will draft and document the SOPs necessary for Butler Evergreen's cannabis processing facilities, including:

- SOPs for up to four (4) extraction methods & three (3) products per method
- Quality Assurance factors, Key Performance Indicators (KPIs), and responsive rules will be defined, addressing product stabilization, processing, and consistency
- Product matrix defined, addressing patient needs and ingestion requirements, as based on medical literature & market analyses
- Traceability procedures, including relevant data points, timeframes, and storage media will be defined and software solutions assessed and recommended
- End to End management of processing lifecycle including all elements defined in subsection c.5.f of the RFP
- Production volumes will be defined as part of operational planning and will be validated vs. yield projections as established with BE.

All SOPs will be validated for compliance and industry-leadership against NYSDOH cannabis-specific regulations, NYS GAPs, and organic agricultural practices.

3.6. Facilities Management Guidance and Support

Sections C.6.a through C.6.g of the RFP are incorporated by reference into CKC's scope of work.

CKC will deliver on-going guidance and support with respect to enterprise operations relating to agriculture and processing facilities. This work includes:

- The compilation of operation policies & procedures manuals for use as foundational documents for overall enterprise management.
- The development of clear quality assurance standards, to be embedded in enterprise SOPs, that ensure the production of premier-quality patient medicine.
- Comprehensive anti-diversion protocols and solutions for the production and processing stage of operations.
- The development of staffing plans for the production and processing phases of the operations-vertical (cultivation; processing) including procedures which will ensure compliance with age and training requirements and which will prevent, with effective certainty, the handling of medical marijuana by anyone with a controlled-substance related felony conviction.

3.7. Marijuana Storage and Transportation

Sections C.7.a through C.7e of the RFP are incorporated by reference into CKC's scope of work.

Within the scope of the cultivation and processing phases, CKC will draft and document the SOPs, supply chain specifications, and procedural guidance with respect to the safe and secure storage, transportation, shipment, and receiving of MMJ products, including the following:

- A comprehensive equipment list and sourcing recommendations.
- Written and electronic record-keeping and reporting forms, including enterprise software and hard-copy shipping manifests.
- NYSDOH-compliant security policies & practices to prevent diversion, theft, loss, contamination, damage, or other product diminishment during storage and transportation.
- Recommended handling & storage conditions for (a) patient possession and (b) to-be-tested samples.

3.8. Marijuana Dispensary Design and Engineering

Sections C.8.a through C.8.f of the RFP are excluded from the CKC's scope of work, based on BE's determined model of strategic partners and responsibilities.

3.9. Marijuana Dispensary Standard Operating Procedures

Sections C.9.a through C.9.e of the RFP are excluded from the CKC's scope of work, based on BE's determined model of strategic partners and responsibilities.

3.10. Security and Control Measures

Sections C.10.a through C.10.k of the RFP are incorporated by reference into CKC's scope of work.

CKC will draft and document the SOPs necessary for Butler Evergreen's Security and Control Measures, including the following:

- Diversion and Abuse documentation related to Operations security protocol, camera layout, equipment locations, methodology report
- Custom measures to address Yield Management operations protocol and equipment demands
- Detailed facilities and biological security plans and validated vs. NYSDOH rules & regulations
- A comprehensive review of all components/locations of the company and supporting seed-to-sale tracking methodology
- Equipment lists and supporting pricing sheets.
- SOPs, KPIs, standards and protocols relative to complaint management, quarantine, disposal and stability/expiration.

3.11. Post-Submission Support

CKC will provide BE with reasonable post-submission support, such as providing detailed responses to NYSDOH inquiries, or participating in formal presentations to NYSDOH.

4. Change Management

The triggers, processes, and mechanics for changing the scope of work or specified deliverables comprising this engagement are set forth in the Master Services Agreement (see Section 3.4 Change Management).

5 Fees & Payment Terms

Redacted pursuant to N.Y. Public Officers Law, Art. 6

6. Signatures to the SOW

By signing below, the signatories acknowledge and agree that: (1) they have carefully read and considered all provisions of this Statement of Work; (2) they have been given ample opportunity to consult with independent legal and business counsel regarding the contents; (3) they understand its terms and conditions; and (4) the terms and conditions are fair and reasonable.

	"CKC" <small>DocuSigned by:</small>	"Client" <small>DocuSigned by:</small>
Signature	<i>Christopher Anderson</i>	<i>Scott W. Marshall</i>
Printed Name	Christopher Anderson	Scott W. Marshall
Title	General Counsel	Managing Member
Signature Date	4/29/2015	4/30/2015

Statement of Work – 2: Construction Support

To the Parties' Master Services Agreement

Client	Client Name	Butler Evergreen, LLC
	Business Contact	Mark Doherty
	Street Address	5800 Lake Bluff Rd
	City, State, Zip Code	North Rose, NY 14516
	Phone	
	Email	

CKC	Consulting Group Name	Calyx King Consulting
	Contact Name	Chris Anderson
	Street Address	5951 Airport Way S.
	City, State, Zip Code	Seattle, WA 98108
	Phone	(206) 457-8229
	Email	chris@calyxking.com

This SOW	SOW Effective Date	The latter date of all authorizing signatures to this SOW.
	SOW Commencement Date	Upon provisional licensure by NYSDOH or initiation of construction
	SOW Expiration Date	Material completion of construction work
	Master Services Agreement	Dated [INSERT]

1 SOW Subordinate to MSA

This Statement of Work ("SOW") is subordinate to the Master Services Agreement ("MSA") between Calyx King Consulting LLC ("CKC") and Butler Evergreen, LLC ("BE" or "Client") dated [INSERT]. MSA dated April 30, 2015

1.1 BE's Request(s) For Proposal(s) & CKC's Responses

On February 13, 2015 CKC received a formal Request For Proposal from BE (the "RFP," see Attachment A to the MSA). On March 16, 2015, CKC responded to that RFP with a formal proposal for services ("CKC First Proposal", see Attachment B to the MSA). On March 25, 2015, in response to a follow-on request from BE, CKC submitted a revised proposal for services ("CKC Second Proposal," see Attachment C to the MSA). Collectively, these documents are referred to as the "Scoping Documents".

The Scoping Documents may be referenced by this SOW and should be considered by the Parties as informative exhibits providing definitions and clarifications regarding the scope of services sought and offered, as well as the intentions and commitments of the Parties. In the case of any material conflict between the MSA or this SOW and the terms and definitions set forth in the Scoping Documents, the specific terms of the MSA or this SOW will control.

1.2 SOW-2: Construction Phase – Subject Matter Expertise & Project Coordination

CKC will provide services relating to the design, construction, and completion of BE's NYSDOH-approved (i.e., provisionally approved application) cannabis operations, including (a) horticulture facility; and (b) processing facility. BE has established a strategic partnership for the provision of operations management services relating to BE's dispensary facilities; CKC will not operate or manage such dispensary facilities. Collectively, these construction projects will be known as the "BE Facilities." The specific site locations for the facilities will be:

BE Facilities	Specific Address
Horticulture Facility	
Processing Facility	

1.3 Commencement Date for this SOW

The work described in this SOW and the period for base monthly compensation will begin when BE obtains provisional licensure from New York State and undertakes material efforts toward the in-fact design, engineering, permitting, and construction of any of the individual facilities or of the operations as a whole.

1.4 Term

The work comprising this SOW will be completed and the term of this agreement concluded when the final BE facility is completed (as evidenced by certificate of occupancy or other entitlement document granting rights to occupy and operate the facility as intended).

2 Staffing Commitments

2.1 On-Site Support & Expenses

During the construction phase, CKC will deliver on-site construction support at the BE Facilities. Two (2) CKC consultants will visit the BE facilities once per month for approximately three (3) days per trip.

2.2 Remote Support

CKC consultants would prepare for, attend, and provide follow-up support with a 2-hour per week sync meeting between all construction phase stakeholders. In addition, CKC will provide ad hoc support and subject matter expertise via email and phone calls as necessary.

3 Scope of Work & Deliverables

Calyx King Consulting will deliver the following support services:

- On-Site Project Planning and Problem Solving as necessary, with a minimum of 1 site-visit per month during construction.
- Advise architects, engineers, contractors, and vendors on drawings and documents.
- Operations SMEs through-out construction.
- Central nexus & project management to coordinate GC, subcontractors, stakeholders, investors, vendors.

- Develop project schedules, project milestones, and resource estimations for construction phase.
- Deliver real-time problem solving maintaining focus on cannabis operations objectives
- OUTCOME: BE FACILITIES (Cultivation Center; Processing facility) ARE BUILT & OPERATIONAL.

4 Change Management

The triggers, processes, and mechanics for changing the scope of work or specified deliverables comprising this engagement are set forth in the Master Services Agreement (see Section 3.4 Change Management).

5 Fees & Payment Terms

Redacted pursuant to N.Y. Public Officers Law, Art. 6

6 Signatures to the SOW

By signing below, the signatories acknowledge and agree that: (1) they have carefully read and considered all provisions of this Statement of Work; (2) they have been given ample opportunity to consult with independent legal and business counsel regarding the contents; (3) they understand its terms and conditions; and (4) the terms and conditions are fair and reasonable.

DS
CA

DS
SM

	"CKC"	"Client"
	<small>DocuSigned by:</small>	<small>DocuSigned by:</small>
Signature	<i>Christopher Anderson</i>	<i>Scott W. Marshall</i>
Printed Name	Christopher Anderson	Scott W. Marshall
Title	General Counsel	Managing Member
Signature Date	4/29/2015	4/30/2015

Statement of Work – 3 : Operations Services

To the Parties' Master Services Agreement

Client	Client Name	Butler Evergreen LLC
	Business Contact	Scott Marshall
	Street Address	5800 Lake Bluff Rd.
	City, State, Zip Code	North Rose, NY 14516
	Phone	315-587-2295
	Email	smarshall@marshallbio.com

CKC	Consulting Group Name	Calyx King Consulting
	Contact Name	Chris Anderson
	Street Address	5951 Airport Way S.
	City, State, Zip Code	Seattle, WA 98108
	Phone	(206) 457-8229
	Email	chris@calyxking.com

This SOW	SOW Effective Date	The latter date of all authorizing signatures to this Agreement.
	SOW Commencement Date	See below
	SOW Expiration Date	This SOW will expire three calendar years from the Commencement Date.
	Master Services Agreement	

1 SOW Subordinate to MSA

This Statement of Work ("SOW") is subordinate to the Master Services Agreement ("MSA") between Calyx King Consulting LLC ("CKC") and Butler Evergreen LLC ("BE" or "Client") dated April 30, 2015.

1.1 BE's Request(s) For Proposal(s) & CKC's Responses

On February 13, 2015 CKC received a formal Request For Proposal from BE (the "RFP," see Attachment A to the MSA). On March 16, 2015, CKC responded to that RFP with a formal proposal for services ("CKC First Proposal", see Attachment B to the MSA). On March 25, 2015, in response to a follow-on request from BE, CKC submitted a revised proposal for services ("CKC Second Proposal," see Attachment C to the MSA). Collectively, these documents are referred to as the "Scoping Documents".

The Scoping Documents may be referenced by this SOW and contain definitions and clarifications regarding the scope of services sought and offered and the intentions and commitments of the Parties to this SOW. In the case of any material conflict between the MSA or this SOW and the terms and definitions set forth in the Scoping Documents, the specific terms of the MSA or this SOW will control.

1.2 SOW-3 : Operations Advisory Services

CKC will provide consulting and advisory services with respect to BE's NYSDOH-approved cannabis operations, including BE's (a) horticulture facility and (b) processing facility. BE has established a strategic partnership for the provision of services relating to BE's dispensary facilities; CKC will not provide consulting with respect to such dispensary facilities. Collectively, these operations will be known as the "BE Facilities."

BE Facilities	Specific Address
Horticulture Facility	6188 W Port Bay Rd, Wolcott, NY 14590
Processing Facility	6188 W Port Bay Rd, Wolcott, NY 14590

CKC's operations consulting and advisory services will address the following domains:

- (a) grow operations;
- (b) maintenance and development of genetics;
- (c) concentrate production;
- (d) infusion production; and
- (e) other elected revenue sources from the production and processing operations of the Butler Evergreen Facilities.

CKC's operations consulting services will be delivered over the term of this SOW through the following channels:

- (a) provision and maintenance of intellectual property and operational methodologies regarding best practices for BE Facilities operations;
- (b) materials-based training of BE staff;
- (c) off-site practical experience training of BE staff;
- (d) twice yearly on-site Audits at BE Facilities (as permitted by regulatory authority) to evaluate in-fact performance against programmatic requirements
 - 1) Gap Analysis Report summarizing the audit
 - 2) Corrective Action Recommendations for additional training or operational programming.

1.3 Commencement Date for this SOW

The work defined herein, the term of the SOW, and mutual obligations will begin when BE materially inaugurates operations of the BE Facilities.

1.4 Term

This SOW is for a term of three years from the Commencement Date. The Term may be extended by mutual agreement of the Parties, with any modifications to the specific terms and conditions properly memorialized and appended as additional Statements of Work.

2 Staffing Commitments

CKC will provide consulting staffing as necessary to deliver the services and support described in this SOW. The following specific individuals are assigned for this matter:

- (a) Jason Hutto – Horticulture & Processing
- (b) Matthew Gaboury – Horticulture & Processing; Design
- (c) Chris Anderson – Regulatory & Staffing
- (d) Alex Parisi – Processing

In addition, CKC executives and staff will provide all administrative, strategic, managerial, and operational expertise necessary to perform the work described in this SOW.

Chris Anderson (chris@calyxking.com; cell: [REDACTED]) will be the primary point of contact and escalation option for any issue arising during the engagement.

3 Scope of Work – Defined

3.1 Operations Management Scope of Services

Over the term of this SOW-3, CKC will provide operational support services relating to the cultivation and processing stages and facilities, to include:

- (a) marijuana cultivation and agricultural practices,
- (b) marijuana processing techniques and methods,
- (c) adaptation of business model and operations to evolving legal structure, and
- (d) and support of services.

3.2 Multi-Facility Operational Support & Review

3.2.1 CKC Oversight Responsibilities by Enterprise Stage

CKC's work includes:

- Establishing performance metrics & business analytics
- Documenting operational methodologies regarding:
 - Agronomy & Crop management
 - Processing & Manufacturing
- Training BE staff in operational methodologies
- Continuous process improvement
- Develop upgrade path/roadmap for emerging technologies
- Strategic sourcing of all required materials & equipment
- Periodic Audits evaluate in-fact performance against programmatic requirements
 - Gap Analysis Report summarizing the audit
 - Corrective Action Recommendations for additional training or operational programming.

By specific enterprise stage, CKC will deliver:

3.2.1.1 Production Advisory Support

- Establish Facility/Enterprise performance metrics
- Design & Document Production methodologies
- Train Staff regarding Operational Methodologies
- Case-specific problem-solving (yield, health, etc.)
- Catalog, vet, recommend emerging technologies
- Genetics Planning
- Quality Assurance Testing

3.2.1.2 Processing, Packaging, & Labeling Advisory Support

- Establish Production-focused performance metrics
- Processing – Training & Quality Control
- Processing – Design & Document Processing Methodologies
- Design & orient staff for creation of regulatory-compliant product packaging
- Implement & Assess Packaging & Labeling Execution

3.2.1.3 Chain of Custody, Transportation, Traceability Advisory Support

- Develop and train staff regarding regulatory-compliant transportation solutions
- Catalogue, vet, and recommend third-party transportation solutions where permissible
- Oversight of State-system Compliance Technology use

3.2.1.4 Enterprise HR & Staff Advisory Support (Cultivation & Processing)

- Support Client hiring practices
- Create Client-specific forms
- Conduct interviews & recommend hiring decisions
- Develop and conduct employee training (on-going)
- Draft Client-specific employment policies

4 Change Management

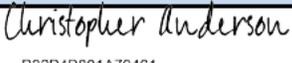
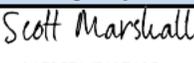
The triggers, processes, and mechanics for changing the scope of work or specified deliverables comprising this engagement are set forth in the Master Services Agreement (see Section 3.4 – Change Management).

Redacted pursuant to N.Y. Public Officers Law, Art. 6

Redacted pursuant to N.Y. Public Officers Law, Art. 6

6 Signatures to the SOW

By signing below, the signatories acknowledge and agree that: (1) they have carefully read and considered all provisions of this Statement of Work; (2) they have been given ample opportunity to consult with independent legal and business counsel regarding the contents; (3) they understand its terms and conditions; and (4) the terms and conditions are fair and reasonable.

	"CKC" DocuSigned by:	"Client" DocuSigned by:
Signature		
Printed Name	Christopher Anderson	Scott Marshall
Title	General Counsel	Managing Member
Signature Date	6/4/2015	6/4/2015



CONSULTING AGREEMENTS

(4) Maureen T. Hannah PHD

INDEPENDENT CONTRACTOR CONSULTING AGREEMENT

THIS INDEPENDENT CONTRACTOR CONSULTING AGREEMENT (this “Agreement”) dated as of May 22, 2015 is by and between BUTLER EVERGREEN LLC, a New York limited liability company with a mailing address at P.O. Box 212, Wolcott, New York 14590 (hereinafter “BE”) and MAUREEN T. HANNAH, PH.D., an individual with a mailing address at [REDACTED] hereinafter “Consultant”).

WITNESSETH:

WHEREAS, Consultant is a licensed psychologist and is a professor of psychology at Siena College with experience in patient care, family therapy and interaction, and support groups (hereinafter “Expertise”); and

WHEREAS, BE intends to make application with the New York State Department of Health as a licensed grower and dispenser of medical marijuana in Upstate New York (hereinafter “Corporate Mission”); and

WHEREAS, BE is desirous of engaging Consultant as an independent advisor to BE in the carrying out of BE’s Corporate Mission, and to utilize the Expertise of the Consultant by her serving on the Medical Advisory Board (hereinafter “Board”) to be established by BE during the process of carrying out its Corporate Mission; and

WHEREAS, the parties recognize that the Consultant will continue to serve in her primary responsibility as a professor at Siena College, and that services to be provided to BE herein will be as an independent contractor,

NOW, THEREFORE, in consideration of the mutual covenants, representations and

warranties made herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. It is anticipated by the parties that the services to be provided by the Consultant will include but not be limited to the following:

A. Input to BE regarding patient care, family interaction and support services, and other general patient support matters;

B. Consultant will provide input to BE during the application process and thereafter, regarding unique projects, data collaboration, and similar information to support BE's permit application and Corporate Mission;

C. Consultant will assist BE to build a medical advisory board with individuals of similar expertise, passion and experience including individuals who service different regions of New York State;

D. Consultant will represent BE before the media and at public meetings and hearings regarding the medical benefits of medical marijuana; and

E. Consultant will identify classes of potential patients in New York State who benefit from medical marijuana and who are willing to discuss their stories with the media.

2. It is anticipated that the time commitment of the Consultant shall be indeterminate, and shall be agreed to by the Consultant and BE, from time to time, to carry out the purposes as noted above.

3. In the event that the Consultant incurs travel and lodging expenses as a result of carrying out the services as may be requested by BE, Consultant shall promptly invoice BE as to Consultant's cost for the same and BE shall promptly reimburse the Consultant for all such

reasonable costs.

4. The term of this Agreement shall be indeterminate, but shall extend for not less than one (1) year unless mutually lengthened or shortened by the parties as provided herein.

5. The parties hereby agree that initially BE will pay to the Consultant a retainer fee of [REDACTED] which shall continue during the term of this Agreement.

6. This Agreement shall be terminable by either party on sixty (60) days' prior written notice to the other.

7. During the term of this Agreement, the Consultant shall not consult with, or provide professional services to, any other entity or individual seeking (or that receives) a license to cultivate and/or sell medical marijuana through a dispensary in the State of New York.

8. During the term of this Agreement, it is anticipated that the Consultant will gain information which is proprietary and/or confidential to BE. As a result of the same, each of the parties herein agree to enter into the annexed Mutual Confidentiality and Non-Disclosure Agreement which shall be binding on each of the parties during the term of this Agreement and for a period of three (3) years thereafter.

9. Every notice or other document or instrument required or desired to be given by either party to the other shall be in writing and shall be given by hand delivery, certified or registered mail (return receipt requested), or by overnight express services, addressed to the other at the respective addresses set forth above, or to such other address as either party may designate to the other by like notice as herein set forth. Any notice given hereunder shall be deemed given and received on the date of hand delivery, or five (5) days after deposit with the United States Postal Service, or one (1) day after delivery to an overnight express service for next day delivery, as the case may be.

10. This Agreement shall be construed and interpreted in accordance with the laws of the State of New York without respect to principles of conflicts of law. Exclusive jurisdiction for disclosure of disputes under this Agreement shall be in the County of Wayne, State of New York, or in a Federal court located in Western New York, as applicable.

11. This Agreement shall be binding upon and inure to the benefit of the parties hereto their personal representatives, successors and assigns.

12. This Agreement may be signed in any number of counterparts, each of which shall be an original with the same effect as if the signatures thereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by the other parties hereto.

13. Consultant acknowledges that this Agreement is personal in nature; therefore, Consultant shall not be permitted to assign or transfer this Agreement.

[Remainder of Page Intentionally Left Blank – Signature Page Follows]

IN WITNESS WHEREOF, the parties have signed and delivered this Agreement on the day
and year first above written.

BUTLER EVERGREEN LLC

By: 

Name: _____

Title:


MAUREEN T. HANNAH, PH.D.

}}MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (this "Agreement") is made this 22 day of May, 2015 by and between BUTLER EVERGREEN LLC, a New York limited liability company with a mailing address at P.O. Box 212, Wolcott, New York 14590 (hereinafter "BE") and MAUREEN T. HANNAH, PH.D., an individual with a mailing address at [REDACTED] (hereinafter "Hannah").

WITNESSETH:

WHEREAS, Hannah is a licensed psychologist and is a professor of psychology at Siena College with experience in family therapy and support groups; and

WHEREAS, BE is desirous of acquiring information regarding services of Hannah and/or engaging Hannah for services; and

WHEREAS, BE will, as a result, need to disclose to Hannah certain facts which are proprietary and confidential in nature; and

WHEREAS, Hannah may, as a result, need to disclose to BE certain facts which are proprietary and confidential in nature; and

WHEREAS, both BE and Hannah are in possession of substantial information, data, records and other confidential information which would be of great value to their competitors, customers and adversaries; and

WHEREAS, BE and Hannah are desirous that both parties enter into a confidentiality and non-disclosure agreement to assure that the information so provided to each party (as well as Confidential Information and Privileged Information as defined hereafter) will not be improperly used or disclosed to third parties except as may be permitted pursuant hereto by each party herein during or subsequent to the time of this Agreement; and

WHEREAS, BE is requiring execution of this Agreement prior to engaging in fact finding and/or service agreements.

NOW, THEREFORE, the parties do hereby agree as follows:

1. In this Agreement:

A. For purposes hereinafter set forth, the party disclosing any information shall be referred to as the "Disclosing Party" and the party receiving any information shall be referred to as the "Receiving Party".

B. "Confidential Information" shall mean any and all information of any kind exchanged by the parties, and information either presently known or hereafter developed by the parties in providing service, product or review of proprietary designs, service relationships, business organization, product and service development including but not limited to information relating to their customers and vendors and potential customers and potential vendors.

C. "Privileged Information" shall mean information which is not intended to be used for the purposes of this Agreement, but is learned by the Receiving Party in the course of its task presently contemplated, or hereinafter carried out for the benefit of the party or parties, and shall include marketing concepts and ideas; marketing plans and strategies; distribution methods; information regarding the marketing of products; costs; profits; finances; sales; customers lists and information; business plans; business opportunities; business methods; and other information obtained from inspection of any party's property, or oral conversations with any party's employees; production methods; documents; papers; reports; samples; innovations; improvements; discoveries; formulas; research; development; know-how; specifications; genetic codes and other genetic related technology or applications, data and technical information; patent disclosures; patent applications; designs; design registration applications; all other information relating to the customers and clientele that is learned through this collaboration or anticipated collaboration; and/or any and all other similar information which is learned by the Receiving Party in carrying out the contemplated tasks, or future tasks, but which are not otherwise defined as Confidential Information.

2. For all purposes herein, the Privileged Information shall be kept strictly confidential and shall not be disclosed to any other source. To the extent that any said information may otherwise be subject to an inquiry under the Freedom of Information Act or any similar law which is binding on the Receiving Party, said information shall not be recorded, or if recorded, shall be maintained in a manner which will not be discloseable. All Privileged Information learned by the Receiving Party shall be and shall remain the property of the Disclosing Party and shall be returned to such party upon demand. At the request of the Disclosing Party, the Receiving Party shall certify in writing that all such property and materials have been returned or destroyed and that the Receiving Party has complied with the terms of this Agreement.

3. All Confidential Information shall be received by the Receiving Party in confidence and shall be protected from unauthorized disclosure by the Receiving Party. The Receiving Party will limit the disclosure of Confidential Information to those of its employees who require access to said Confidential Information. The Receiving Party acknowledges that each said employee shall be

obligated by separate agreement to protect any Confidential Information of the Disclosing Party hereunder.

4. No information shall be deemed Confidential Information to the extent that it can be shown that it was in the Receiving Party's possession lawfully and without breach of this Agreement or a similar agreement, or lawfully available to the Receiving Party from another independent source, prior to the Disclosing Party's disclosure to the Receiving Party. In the event that any Confidential Information may otherwise be subject to an inquiry under the Freedom of Information Act or any similar law which is binding on the Receiving Party, said information shall be maintained in a manner ~~which will not be disclosable~~. In the event that ~~there is no manner~~ which will be ~~non-disclosable~~, then the Receiving Party shall promptly notify the Disclosing Party of such inquiry and, if so directed by ~~the Disclosing Party~~, shall immediately return all said information without retaining any records relating to the same.

5. All Confidential Information disclosed by the Disclosing Party and received by the Receiving Party or otherwise learned by the Receiving Party shall be and shall remain the property of the Disclosing Party and shall be returned to the Disclosing Party upon demand. At the request of the ~~Disclosing Party, the Receiving Party shall certify in writing that all such property and materials have~~ been returned or destroyed and that the Receiving Party has complied with the terms of this Agreement.

6. Neither this Agreement nor the disclosure of any Confidential Information to the Receiving Party shall be construed as the Disclosing Party granting to the Receiving Party any license of rights in respect of the Disclosing Party's Confidential Information unless another written and executed Agreement between the parties specifically states otherwise.

7. If any provision of this Agreement is determined to be overbroad, illegal or otherwise unenforceable, the reviewing court shall have the authority to modify such offending language so as to render the provision enforceable. In such an event, it is the parties' intent that the offending provision be modified so as to provide the Disclosing Party with the maximum protection afforded by law. Further in such event, the remaining provisions shall nevertheless be valid, binding and subsisting.

8. All parties herein understand that a breach of any of the covenants contained herein would cause the Disclosing Party to suffer loss which could not be compensated for adequately by damages and that, in addition to claiming damages in respect of any breach hereof, the Disclosing Party shall be entitled as a matter of right to an injunction against the Receiving Party and such right

shall be cumulative and in addition to any other remedies which may be available to the Disclosing Party as a result of such breach.

9. This Agreement shall be construed and interpreted in accordance with the laws of the State of New York without respect to principles of conflicts of law. Exclusive jurisdiction for disclosure of disputes under this Agreement shall be in the County of Wayne, State of New York, or in a Federal court located in Western New York, as applicable.

10. This Agreement shall be binding upon and inure to the benefit of the parties hereto their personal representatives, successors and assigns.

11. This Agreement may be signed in any number of counterparts, each of which shall be an original with the same effect as if the signatures thereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by the other parties hereto.

12. Neither party may assign or transfer its/his interest in this Agreement.

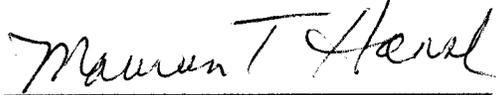
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

BUTLER EVERGREEN LLC

By: 

Name:

Title:



MAUREEN T. HANNAH



CONSULTING AGREEMENTS

(5) David Kent

INDEPENDENT CONTRACTOR CONSULTING AGREEMENT

THIS INDEPENDENT CONTRACTOR CONSULTING AGREEMENT (this "Agreement") dated as of May 19, 2015 is by and between BUTLER EVERGREEN LLC, a New York limited liability company with a mailing address at P.O. Box 212, Wolcott, New York 14590 (hereinafter "BE") and DAVID KENT an individual with a mailing address at [REDACTED] (hereinafter "Consultant").

WITNESSETH:

WHEREAS, the Consultant is a security professional for Sanofi, North America, and is well known for developing, designing and managing operational risk-based programs for innovative and controversial products, services and businesses with a focus on healthcare and pharmaceutical organizations (hereinafter "Expertise"); and

WHEREAS, BE intends to make application with the New York State Department of Health as a licensed grower and dispenser of medical marijuana in Upstate New York (hereinafter "Corporate Mission"); and

WHEREAS, BE is desirous of engaging Consultant as an independent advisor to BE in the carrying out of BE's Corporate Mission, and to utilize the Expertise of the Consultant by his serving on the Advisory Board (hereinafter "Board") to be established by BE during the process of carrying out its Corporate Mission; and

WHEREAS, the parties recognize that the Consultant will continue to serve in his primary responsibility as a security professional for Sanofi, North America, and that services to be provided to BE herein will be as an independent contractor,

NOW, THEREFORE, in consideration of the mutual covenants, representations and warranties made herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. It is anticipated by the parties that the services to be provided by the Consultant will include but not be limited to the following:

A. Input to BE regarding the design, development, management and implementation of security programs for organizations cultivating and dispensing medical marijuana for the treatment of clinical diseases;

B. Consultant will provide input to BE during the application process and thereafter, regarding unique projects, data collaboration, and similar information to support BE's permit application and Corporate Mission; and

C. Consultant will assist BE to build an advisory board with individuals of similar expertise, passion and experience including individuals who service different regions of New York State.

2. It is anticipated that the time commitment of the Consultant shall be indeterminate, and shall be agreed to by the Consultant and BE, from time to time, to carry out the purposes as noted above. BE recognizes that Consultant's primary responsibility is as a security professional for Sanofi, North America, and therefore, BE will endeavor to provide Consultant with reasonable advance notice of any meetings or other services to be provided pursuant hereto.

3. In the event that the Consultant incurs travel and lodging expenses as a result of carrying out the services as may be requested by BE, Consultant shall promptly invoice BE as to Consultant's cost for the same and BE shall promptly reimburse the Consultant for all such

reasonable costs.

4. The term of this Agreement shall be indeterminate, but shall extend for not less than one (1) year unless mutually lengthened or shortened by the parties as provided herein.

5. The parties hereby agree that initially BE will pay to the Consultant a retainer fee of [REDACTED] which shall continue during the term of this Agreement. Said payments shall be made on approximately the fifteenth (15th) day of each month.

6. This Agreement shall be terminable by either party on sixty (60) days' prior written notice to the other.

7. During the term of this Agreement, the Consultant shall not consult with, or provide professional services to, any other entity or individual seeking (or that receives) a license to cultivate and/or sell medical marijuana through a dispensary in the State of New York.

8. BE shall indemnify and hold Consultant harmless from and against any and all losses, damages, court costs, judgments and expenses resulting from any and all claims, proceedings, or actions which arise out of or in connection with Consultant's services pursuant to this Agreement, so long as Consultant's acts or omissions are not a result of willful misconduct.

9. During the term of this Agreement, it is anticipated that the Consultant will gain information which is proprietary and/or confidential to BE. As a result of the same, each of the parties herein agree to enter into the annexed Mutual Confidentiality and Non-Disclosure Agreement which shall be binding on each of the parties during the term of this Agreement and for a period of three (3) years thereafter.

10. Every notice or other document or instrument required or desired to be given by either party to the other shall be in writing and shall be given by hand delivery, certified or registered mail

(return receipt requested), or by overnight express services, addressed to the other at the respective addresses set forth above, or to such other address as either party may designate to the other by like notice as herein set forth. Any notice given hereunder shall be deemed given and received on the date of hand delivery, or five (5) days after deposit with the United States Postal Service, or one (1) day after delivery to an overnight express service for next day delivery, as the case may be.

11. This Agreement shall be construed and interpreted in accordance with the laws of the State of New York without respect to principles of conflicts of law. Exclusive jurisdiction for disclosure of disputes under this Agreement shall be in the County of Wayne, State of New York, or in a Federal court located in Western New York, as applicable.

12. This Agreement shall be binding upon and inure to the benefit of the parties hereto their personal representatives, successors and assigns.

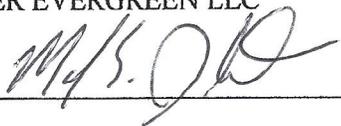
13. This Agreement may be signed in any number of counterparts, each of which shall be an original with the same effect as if the signatures thereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by the other parties hereto.

14. Consultant acknowledges that this Agreement is personal in nature; therefore, Consultant shall not be permitted to assign or transfer this Agreement.

[Remainder of Page Intentionally Left Blank – Signature Page Follows]

IN WITNESS WHEREOF, the parties have signed and delivered this Agreement on the day
and year first above written.

BUTLER EVERGREEN LLC

By:  _____

Name:

Title:

 _____

DAVID KENT

MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (this "Agreement") is made this 19 day of MAY, 2015 by and between BUTLER EVERGREEN LLC, a New York limited liability company with a mailing address at P.O. Box 212, Wolcott, New York 14590 (hereinafter "BE") and DAVID KENT, an individual with a mailing address at [REDACTED] hereinafter "Consultant").

WITNESSETH

WHEREAS, Consultant is a security professional well known for developing, designing and managing operational risk-based programs for innovative and controversial products, services and businesses;

WHEREAS, BE is desirous of acquiring information regarding services of Consultant and/or engaging Consultant for services; and

WHEREAS, BE will, as a result, need to disclose to Consultant certain facts which are proprietary and confidential in nature; and

WHEREAS, Consultant may, as a result, need to disclose to BE certain facts which are proprietary and confidential in nature; and

WHEREAS, both BE and Consultant are in possession of substantial information, data, records and other confidential information which would be of great value to their competitors, customers and adversaries; and

WHEREAS, BE and Consultant are desirous that both parties enter into a confidentiality and non-disclosure agreement to assure that the information so provided to each party (as well as Confidential Information and Privileged Information as defined hereafter) will not be improperly used or disclosed to third parties except as may be permitted pursuant hereto by each party herein during or subsequent to the time of this Agreement; and

WHEREAS, BE is requiring execution of this Agreement prior to engaging in fact finding and/or service agreements.

NOW, THEREFORE, the parties do hereby agree as follows:

1. In this Agreement:
 - A. For purposes hereinafter set forth, the party disclosing any information shall be referred to as the "Disclosing Party" and the party receiving any information shall be referred to as the "Receiving Party".

B. "Confidential Information" shall mean any and all information of any kind exchanged by the parties, and information either presently known or hereafter developed by the parties in providing service, product or review of proprietary designs, service relationships, business organization, product and service development including but not limited to information relating to their customers and vendors and potential customers and potential vendors.

C. "Privileged Information" shall mean information which is not intended to be used for the purposes of this Agreement, but is learned by the Receiving Party in the course of its task presently contemplated, or hereinafter carried out for the benefit of the party or parties, and shall include marketing concepts and ideas; marketing plans and strategies; distribution methods; information regarding the marketing of products; costs; profits; finances; sales; customers lists and information; business plans; business opportunities; business methods; and other information obtained from inspection of any party's property, or oral conversations with any party's employees; production methods; documents; papers; reports; samples; innovations; improvements; discoveries; formulas; research; development; know-how; specifications; genetic codes and other genetic related technology or applications, data and technical information; patent disclosures; patent applications; designs; design registration applications; all other information relating to the customers and clientele that is learned through this collaboration or anticipated collaboration; and/or any and all other similar information which is learned by the Receiving Party in carrying out the contemplated tasks, or future tasks, but which are not otherwise defined as Confidential Information.

2. For all purposes herein, the Privileged Information shall be kept strictly confidential and shall not be disclosed to any other source. To the extent that any said information may otherwise be subject to an inquiry under the Freedom of Information Act or any similar law which is binding on the Receiving Party, said information shall not be recorded, or if recorded, shall be maintained in a manner which will not be discloseable. All Privileged Information learned by the Receiving Party shall be and shall remain the property of the Disclosing Party and shall be returned to such party upon demand. At the request of the Disclosing Party, the Receiving Party shall certify in writing that all such property and materials have been returned or destroyed and that the Receiving Party has complied with the terms of this Agreement.

3. All Confidential Information shall be received by the Receiving Party in confidence and shall be protected from unauthorized disclosure by the Receiving Party. The Receiving Party will limit the disclosure of Confidential Information to those of its employees who require access to said Confidential Information. The Receiving Party acknowledges that each said employee shall be

obligated by separate agreement to protect any Confidential Information of the Disclosing Party hereunder.

4. No information shall be deemed Confidential Information to the extent that it can be shown that it was in the Receiving Party's possession lawfully and without breach of this Agreement or a similar agreement, or lawfully available to the Receiving Party from another independent source, prior to the Disclosing Party's disclosure to the Receiving Party. In the event that any Confidential Information may otherwise be subject to an inquiry under the Freedom of Information Act or any similar law which is binding on the Receiving Party, said information shall be maintained in a manner which will not be disclosable. In the event that there is no manner which will be nondisclosable, then the Receiving Party shall promptly notify the Disclosing Party of such inquiry and, if so directed by the Disclosing Party, shall immediately return all said information without retaining any records relating to the same.

5. All Confidential Information disclosed by the Disclosing Party and received by the Receiving Party or otherwise learned by the Receiving Party shall be and shall remain the property of the Disclosing Party and shall be returned to the Disclosing Party upon demand. At the request of the Disclosing Party, the Receiving Party shall certify in writing that all such property and materials have been returned or destroyed and that the Receiving Party has complied with the terms of this Agreement.

6. Neither this Agreement nor the disclosure of any Confidential Information to the Receiving Party shall be construed as the Disclosing Party granting to the Receiving Party any license of rights in respect of the Disclosing Party's Confidential Information unless another written and executed Agreement between the parties specifically states otherwise.

7. If any provision of this Agreement is determined to be overbroad, illegal or otherwise unenforceable, the reviewing court shall have the authority to modify such offending language so as to render the provision enforceable. In such an event, it is the parties' intent that the offending provision be modified so as to provide the Disclosing Party with the maximum protection afforded by law. Further in such event, the remaining provisions shall nevertheless be valid, binding and subsisting.

8. All parties herein understand that a breach of any of the covenants contained herein would cause the Disclosing Party to suffer loss which could be not be compensated for adequately by damages and that, in addition to claiming damages in respect of any breach hereof, the Disclosing Party shall be entitled as a matter of right to an injunction against the Receiving Party and such right

shall be cumulative and in addition to any other remedies which may be available to the Disclosing Party as a result of such breach.

9. This Agreement shall be construed and interpreted in accordance with the laws of the State of New York without respect to principles of conflicts of law. Exclusive jurisdiction for disclosure of disputes under this Agreement shall be in the County of Wayne, State of New York, or in a Federal court located in Western New York, as applicable.

10. This Agreement shall be binding upon and inure to the benefit of the parties hereto their personal representatives, successors and assigns.

11. This Agreement may be signed in any number of counterparts, each of which shall be an original with the same effect as if the signatures thereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by the other parties hereto.

12. Neither party may assign or transfer its/his interest in this Agreement.

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

BUTLER EVERGREEN LLC

By: 

Name: _____

Title:



DAVID KENT



CONSULTING AGREEMENTS

(6) **Brooke McAuley**

MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (this "Agreement") is made this 19 day of May, 2015 by and between BUTLER EVERGREEN LLC, a New York limited liability company with a mailing address at P.O. Box 212, Wolcott, New York 14590 (hereinafter "BE") and BROOKE McAULEY, an individual with a mailing address at [REDACTED] (hereinafter "Consultant").

WITNESSETH

WHEREAS, Consultant is a trained psychotherapist using a unique set of techniques to assist individuals with emotional and behavioral issues, including addiction recovery; and

WHEREAS, BE is desirous of acquiring information regarding services of Consultant and/or engaging Consultant for services; and

WHEREAS, BE will, as a result, need to disclose to Consultant certain facts which are proprietary and confidential in nature; and

WHEREAS, Consultant may, as a result, need to disclose to BE certain facts which are proprietary and confidential in nature; and

WHEREAS, both BE and Consultant are in possession of substantial information, data, records and other confidential information which would be of great value to their competitors, customers and adversaries; and

WHEREAS, BE and Consultant are desirous that both parties enter into a confidentiality and non-disclosure agreement to assure that the information so provided to each party (as well as Confidential Information and Privileged Information as defined hereafter) will not be improperly used or disclosed to third parties except as may be permitted pursuant hereto by each party herein during or subsequent to the time of this Agreement; and

WHEREAS, BE is requiring execution of this Agreement prior to engaging in fact finding and/or service agreements.

NOW, THEREFORE, the parties do hereby agree as follows:

1. In this Agreement:

A. For purposes hereinafter set forth, the party disclosing any information shall be referred to as the "Disclosing Party" and the party receiving any information shall be referred to as the "Receiving Party".

B. "Confidential Information" shall mean any and all information of any kind exchanged by the parties, and information either presently known or hereafter developed by the parties in providing service, product or review of proprietary designs, service relationships, business organization, product and service development including but not

B. "Confidential Information" shall mean any and all information of any kind exchanged by the parties, and information either presently known or hereafter developed by the parties in providing service, product or review of proprietary designs, service relationships, business organization, product and service development including but not limited to information relating to their customers and vendors and potential customers and potential vendors.

C. "Privileged Information" shall mean information which is not intended to be used for the purposes of this Agreement, but is learned by the Receiving Party in the course of its task presently contemplated, or hereinafter carried out for the benefit of the party or parties, and shall include marketing concepts and ideas; marketing plans and strategies; distribution methods; information regarding the marketing of products; costs; profits; finances; sales; customers lists and information; business plans; business opportunities; business methods; and other information obtained from inspection of any party's property, or oral conversations with any party's employees; production methods; documents; papers; reports; samples; innovations; improvements; discoveries; formulas; research; development; know-how; specifications; genetic codes and other genetic related technology or applications, data and technical information; patent disclosures; patent applications; designs; design registration applications; all other information relating to the customers and clientele that is learned through this collaboration or anticipated collaboration; and/or any and all other similar information which is learned by the Receiving Party in carrying out the contemplated tasks, or future tasks, but which are not otherwise defined as Confidential Information.

2. For all purposes herein, the Privileged Information shall be kept strictly confidential and shall not be disclosed to any other source. To the extent that any said information may otherwise be subject to an inquiry under the Freedom of Information Act or any similar law which is binding on the Receiving Party, said information shall not be recorded, or if recorded, shall be maintained in a manner which will not be discloseable. All Privileged Information learned by the Receiving Party shall be and shall remain the property of the Disclosing Party and shall be returned to such party upon demand. At the request of the Disclosing Party, the Receiving Party shall certify in writing that all such property and materials have been returned or destroyed and that the Receiving Party has complied with the terms of this Agreement.

3. All Confidential Information shall be received by the Receiving Party in confidence and shall be protected from unauthorized disclosure by the Receiving Party. The Receiving Party will limit the disclosure of Confidential Information to those of its employees who require access to said Confidential Information. The Receiving Party acknowledges that each said employee shall be

obligated by separate agreement to protect any Confidential Information of the Disclosing Party hereunder.

4. No information shall be deemed Confidential Information to the extent that it can be shown that it was in the Receiving Party's possession lawfully and without breach of this Agreement or a similar agreement, or lawfully available to the Receiving Party from another independent source, prior to the Disclosing Party's disclosure to the Receiving Party. In the event that any Confidential Information may otherwise be subject to an inquiry under the Freedom of Information Act or any similar law which is binding on the Receiving Party, said information shall be maintained in a manner which will not be disclosable. In the event that there is no manner which will be nondisclosable, then the Receiving Party shall promptly notify the Disclosing Party of such inquiry and, if so directed by the Disclosing Party, shall immediately return all said information without retaining any records relating to the same.

5. All Confidential Information disclosed by the Disclosing Party and received by the Receiving Party or otherwise learned by the Receiving Party shall be and shall remain the property of the Disclosing Party and shall be returned to the Disclosing Party upon demand. At the request of the Disclosing Party, the Receiving Party shall certify in writing that all such property and materials have been returned or destroyed and that the Receiving Party has complied with the terms of this Agreement.

6. Neither this Agreement nor the disclosure of any Confidential Information to the Receiving Party shall be construed as the Disclosing Party granting to the Receiving Party any license of rights in respect of the Disclosing Party's Confidential Information unless another written and executed Agreement between the parties specifically states otherwise.

7. If any provision of this Agreement is determined to be overbroad, illegal or otherwise unenforceable, the reviewing court shall have the authority to modify such offending language so as to render the provision enforceable. In such an event, it is the parties' intent that the offending provision be modified so as to provide the Disclosing Party with the maximum protection afforded by law. Further in such event, the remaining provisions shall nevertheless be valid, binding and subsisting.

8. All parties herein understand that a breach of any of the covenants contained herein would cause the Disclosing Party to suffer loss which could not be compensated for adequately by damages and that, in addition to claiming damages in respect of any breach hereof, the Disclosing Party shall be entitled as a matter of right to an injunction against the Receiving Party and such right

shall be cumulative and in addition to any other remedies which may be available to the Disclosing Party as a result of such breach.

9. This Agreement shall be construed and interpreted in accordance with the laws of the State of New York without respect to principles of conflicts of law. Exclusive jurisdiction for disclosure of disputes under this Agreement shall be in the County of Wayne, State of New York, or in a Federal court located in Western New York, as applicable.

10. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their personal representatives, successors and assigns.

11. This Agreement may be signed in any number of counterparts, each of which shall be an original with the same effect as if the signatures thereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by the other parties hereto.

12. Neither party may assign or transfer her/its interest in this Agreement.

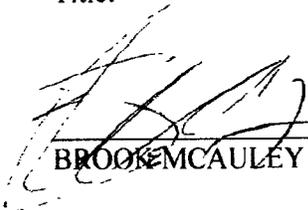
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

BUTLER EVERGREEN LLC

By: 

Name:

Title:


BROOK MCAULEY

100% LLC, CA 111

INDEPENDENT CONTRACTOR CONSULTING AGREEMENT

THIS INDEPENDENT CONTRACTOR CONSULTING AGREEMENT (this “Agreement”) dated as of May 1st, 2015 is by and between BUTLER EVERGREEN LLC, a New York limited liability company with a mailing address at P.O. Box 212, Wolcott, New York 14590 (hereinafter “BE”) and BROOKE McAULEY, an individual with a mailing address at [REDACTED] [REDACTED] hereinafter “Consultant”).

WITNESSETH:

WHEREAS, the Consultant is a trained psychotherapist and a Certified Addictions Counselor who uses a unique set of techniques to assist individuals with emotional and behavioral issues, including but not limited to addiction recovery and support (hereinafter “Expertise”); and

WHEREAS, BE intends to make application with the New York State Department of Health as a licensed grower and dispenser of medical marijuana in Upstate New York (hereinafter “Corporate Mission”); and

WHEREAS, BE is desirous of engaging Consultant as an independent advisor to BE in the carrying out of BE’s Corporate Mission, and to utilize the Expertise of the Consultant by her serving on the Medical Advisory Board (hereinafter “Board”) to be established by BE during the process of carrying out its Corporate Mission; and

WHEREAS, the parties recognize that the Consultant will continue to serve in her primary responsibility as a psychotherapist in her private practice, and that services to be provided to BE herein will be as an independent contractor.

NOW, THEREFORE, in consideration of the mutual covenants, representations and

warranties made herein, and for other good and valuable consideration. the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. It is anticipated by the parties that the services to be provided by the Consultant will include but not be limited to the following:

A. Input to BE regarding addiction issues, recovery matters, and other general patient support matters;

B. Consultant will provide input to BE during the application process and thereafter, regarding unique projects, data collaboration, and similar information to support BE's permit application and Corporate Mission;

C. Consultant will assist BE to build a medical advisory board with individuals of similar expertise, passion and experience including individuals who service different regions of New York State;

D. Consultant will represent BE before the media and at public meetings and hearings regarding the medical benefits of medical marijuana; and

2. It is anticipated that the time commitment of the Consultant shall be indeterminate, and shall be agreed to by the Consultant and BE, from time to time, to carry out the purposes as noted above.

3. In the event that the Consultant incurs travel and lodging expenses as a result of carrying out the services as may be requested by BE, Consultant shall promptly invoice BE as to Consultant's cost for the same and BE shall promptly reimburse the Consultant for all such reasonable costs.

4. The term of this Agreement shall be indeterminate, but shall extend for not less than

one (1) year unless mutually lengthened or shortened by the parties as provided herein.

5. The parties hereby agree that initially BE will pay to the Consultant a retainer fee of [REDACTED] which shall continue during the term of this Agreement.

6. This Agreement shall be terminable by either party on sixty (60) days' prior written notice to the other.

7. During the term of this Agreement, the Consultant shall not consult with, or provide professional services to, any other entity or individual seeking (or that receives) a license to cultivate and/or sell medical marijuana through a dispensary in the State of New York.

8. During the term of this Agreement, it is anticipated that the Consultant will gain information which is proprietary and/or confidential to BE. As a result of the same, each of the parties herein agree to enter into the annexed Mutual Confidentiality and Non-Disclosure Agreement which shall be binding on each of the parties during the term of this Agreement and for a period of three (3) years thereafter.

9. Every notice or other document or instrument required or desired to be given by either party to the other shall be in writing and shall be given by hand delivery, certified or registered mail (return receipt requested), or by overnight express services, addressed to the other at the respective addresses set forth above, or to such other address as either party may designate to the other by like notice as herein set forth. Any notice given hereunder shall be deemed given and received on the date of hand delivery, or five (5) days after deposit with the United States Postal Service, or one (1) day after delivery to an overnight express service for next day delivery, as the case may be.

10. This Agreement shall be construed and interpreted in accordance with the laws of the State of New York without respect to principles of conflicts of law. Exclusive jurisdiction for disclosure

of disputes under this Agreement shall be in the County of Wayne, State of New York, or in a Federal court located in Western New York, as applicable.

11. This Agreement shall be binding upon and inure to the benefit of the parties hereto their personal representatives, successors and assigns.

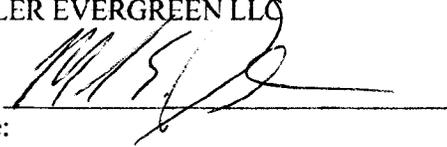
12. This Agreement may be signed in any number of counterparts, each of which shall be an original with the same effect as if the signatures thereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by the other parties hereto.

13. Consultant acknowledges that this Agreement is personal in nature; therefore, Consultant shall not be permitted to assign or transfer this Agreement.

[Remainder of Page Intentionally Left Blank – Signature Page Follows]

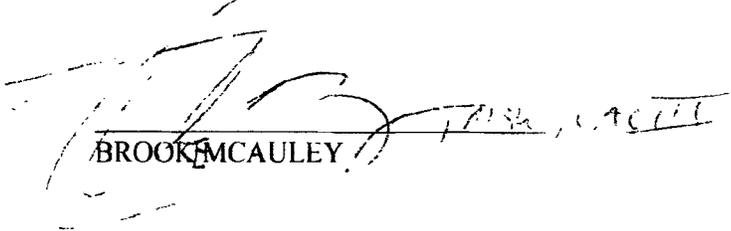
IN WITNESS WHEREOF, the parties have signed and delivered this Agreement on the day
and year first above written.

BUTLER EVERGREEN LLC

By: 

Name:

Title:


BROOK MCAULEY



CONSULTING AGREEMENTS

(7) MedCann Advisors LLC

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the "Agreement"), dated as of the ____ day of February, 2015, is by and between **MEDCANN ADVISORS, LLC**, a New York limited liability company, having an address of 109 Harts Hill Terrace, Whitesboro, New York 13492 ("Medcann") and **BUTLER EVERGREEN LLC**, a New York limited liability company, having a business address of P.O. Box 212, Wolcott, New York 14590 ("BE").

WITNESSETH:

WHEREAS, Medcann is in the business of, among other matters, consulting and providing business services concerning the formation, design and operation of Controlled Environment Agriculture ("CEA"); and

WHEREAS, BE is looking to engage Medcann's assistance, for the purpose of obtaining a license to operate a central growing and processing facility for medical marijuana under the New York Compassionate Care Act ("CCA"), defined as a Registered Organization under the CCA (a "Registered Organization"), and desires to engage the consulting services of Medcann, and Medcann is desirous and willing to provide said consulting services, all upon and subject to the terms and conditions contained in this Agreement.

NOW, THEREFORE, upon the above-referenced recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by and between the parties as follows:

1. **Engagement:** BE hereby engages and retains Medcann and Medcann agrees to render the services upon the terms and conditions set forth herein.

2. **Duties and Services of Consultant:** During the term of this Agreement, Medcann shall provide to BE the services outlined in the Statement of Work attached hereto and incorporated herein as **Exhibit A** (the "Services"). Medcann shall use its best efforts to perform the Services set forth in the Statement of Work competently, carefully and faithfully in accordance with industry practices. Medcann's Services in regards to medical marijuana are provided on an exclusive basis in the State of New York, however, Medcann is free to contract with any other party at any time on matters not related to medical marijuana in New York and shall provide BE with such other and further services as may be requested by BE from time to time and as specifically set forth and agreed to in writing executed and signed by both parties.

3. **Term:** This Agreement shall be deemed effective as of November 1, 2014 (the "Effective Date") and continue until such time as the earlier of three (3) months after BE, its successors and/or assigns, or any entity created by BE for purposes of obtaining the license, are operating a medical marijuana facility as a Registered Organization under the New York Compassionate Care Act, or until this Agreement is terminated in accordance with the provisions

set forth herein. For the purpose of defining “operating” in this paragraph, it shall mean when the Registered Organization is growing, processing and dispensing medical marijuana as a Registered Organization.

4. **Fees:** In consideration for the Services rendered by Medcann to BE pursuant to this Agreement, BE agrees to pay the following:

Redacted pursuant to N.Y. Public Officers Law, Art. 6

b) Upon the granting of a license to BE, its successor and/or assigns, or any entity created by BE for purposes of obtaining the license, BE shall grant to Mark Doherty a three percent (3%) interest in the fully subscribed original investment class of membership interest in the company which is granted the license, as well as an option for Mark Doherty to purchase an additional five percent (5%) of the class of membership interest granted to the initial investors of the company granted the license.

c) Definitions:

1) For purposes of this Agreement, the “Facility” shall be defined as any Controlled Environment Agriculture facility and/or any dispensaries which will be built and/or modified as approved facilities pursuant to the Compassionate Care Act and the corresponding regulations.

The parties agree Medcann shall have no obligation for the payment of any third-party agreements between BE and any third-party, nor shall Medcann have any monetary obligation to fund any portion of the application process for licensure as a Registered Organization, or the items set forth in the Statement of Worth attached hereto as Exhibit A.

5. **Independent Contractor:** Medcann shall perform the Services hereunder as an independent contractor and not as an employee of or an affiliate thereof. It is expressly understood and agreed to by the parties hereto that Medcann shall have no authority to act for, represent or bind BE in any manner, except as may be expressly agreed by BE, in writing, from time to time.

6. **Confidentiality:** The parties acknowledge and agree that as a result of this Agreement, each party may be given access to Confidential Information, as defined herein, which may include financial statements and related financial information (the "Confidential Financial Information"), products, product development, future marketing materials, business plans, methods of operation, procedures, improvements and other private and confidential information concerning each other's business (collectively, the "Confidential Information").

Each party agrees to hold such Confidential Information strictly confidential and shall only use such information solely to perform its duties under this Agreement. The non-disclosing party agrees to return to the disclosing party any such Confidential Information, upon ten (10) days written request/or at the termination or expiration of this Agreement.

Notwithstanding the foregoing, nothing herein shall constitute "Confidential Information" or be construed as prohibiting the non-disclosing party from disclosing any Confidential Information:

- a) Which at the time of disclosure non-disclosing party can demonstrate either it was in the public domain and generally available to the public or thereafter becomes a part of the public domain and is generally available to the public by publication or otherwise through no act of the non-disclosing party;
- b) Which is underlying information that was provided to the non-disclosing party by the disclosing party as part of information generated by the analysis and consulting contemplated by the Statement of Work;
- c) Which the non-disclosing party can establish was independently developed by the non-disclosing party or a third-party;
- d) Which non-disclosing party received after the termination or expiration of this Agreement;
- e) Which non-disclosing party is required to disclose pursuant to any applicable law, regulation, judicial or administrative order or decree, or request by other regulatory body having jurisdiction pursuant to law; provided, that the non-disclosing party, if permitted by law, shall give prior written notice of five (5) business days to the disclosing party to allow the disclosing party to obtain a protective order; or if not permitted by law, the non-disclosing party shall make a reasonable effort to obtain a protective order requiring that the Confidential Information not be disclosed.

7. **Termination:**

- a) Prior to BE, its successor and/or assigns, or any entity created by BE for purposes of obtaining the license, receiving a license as a Registered Organization under the New York Compassionate Care Act, either party may terminate this Agreement "For Cause", as defined herein, upon thirty (30) days written notice to

the other party. For purposes of this Agreement, "For Cause" shall be a material default by a party which is not cured within thirty (30) days following delivery of written notice specifying and detailing the default and demanding its cure;

- b) If BE, its successor and/or assigns, or any entity created by BE for purposes of obtaining the license, are not granted a license as a Registered Organization under the New York Compassionate Care Act after making initial application therefor, either party may terminate this Agreement, and it shall be deemed for cause, as defined in 7(a).
 - c) In the event of termination pursuant to 7(a) or 7(b) or by its terms under Paragraph 3 herein, all fees and reimbursable expenses earned and due to Medcann, up to the date of termination, shall continue to remain due and owing and survive any such termination.
 - d) Either party may terminate this Agreement without cause on one hundred twenty (120) days written notice to the other party. If BE shall terminated this Agreement pursuant to this paragraph, Medcann shall be entitled to liquidated damages in the amount of Fifty Thousand and 00/100 Dollars (\$50,000.00), payable within thirty (30) days of the last date Medcann provided services.
8. **Survival:** The provisions set forth in paragraphs 4, 6, 7, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21 and 22 shall survive the expiration or termination of this Agreement.

9. **Indemnification:**

- a) **BE** – to the fullest extent permitted by law and subject to the limitations set forth in Paragraph 10(a) herein, BE, its successors and/or assigns, shall indemnify and hold harmless, Medcann, its officers, directors, partners, employees, agents and subcontractors, of each of any of them and Mark Doherty from and against all claims, costs, losses and damages (including, but not limited to, all fees and charges of engineers, architects, and other professionals providing services under the Statement of Work, as well as reasonable attorneys' fees and costs), from or in connection with any claims made by any contractors or third-parties hired by BE in relation to the Facility, as well as any negligent act or omission of BE, its employees or agents acting within the scope of their duties arising from this Agreement, unless such act or omission was caused by Medcann or was under the control or direction of Medcann.
- b) **Medcann** - to the fullest extent permitted by law and subject to the limitations set forth in Paragraph 10a) herein, Medcann shall indemnify and hold harmless, BE, its employees or agents, of each of any of them from and against all claims, costs, losses and damages (including reasonable attorneys' fees and costs), from or in connection with any negligent act or omission of Medcann, its officers, directors, partners, employees, agents and subcontractors and Mark Doherty acting within

the scope of their duties arising from this Agreement, unless such act or omission was caused by BE or was under the control or direction of BE.

10. Insurance:

- a) Each party shall maintain a general liability commercial policy in the amount of One Million Dollars (\$1,000,000) per occurrence/Two Million Dollars (\$2,000,000) in the aggregate sufficient to fulfill its obligations to the other party under this Agreement. Each party shall provide proof of such insurance to the other upon request of the other party. Except for actions for non-payment of fees or actions against Medcann by third parties for non-payment of amounts due and owing to said third party for services provided regarding the Facility on behalf of BE, and Medcann's right to indemnification under Paragraph 9a) herein, or a breach of intellectual property rights, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY TO EACH OTHER ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED \$50,000 ABOVE AND BEYOND ANY MONIES PAYABLE BY APPLICABLE INSURANCE. THE OBLIGATIONS UNDER THIS PARAGRAPH SHALL SURVIVE THE TERMINATION AND/OR EXPIRATION OF THIS AGREEMENT.

IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, LOSS OF DATA, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, UNLESS CAUSED BY THE INTENTIONAL ACT OR GROSS NEGLIGENCE OF THE OTHER PARTY.

- b) Each party is responsible to secure, at its own cost and expense, workers' compensation insurance, disability benefits insurance, and any other insurance as may be required by law.

11. Warranties: Medcann represents and warrants that it will use commercially reasonable efforts to fulfill its obligations under this Agreement and that the Services provided will be performed substantially in accordance with Exhibit "A" herein. Medcann does not warrant that its Services will produce any specific results or that the Services will result in products that are or will be defect free. EXCEPT FOR THE LIMITED WARRANTY DESCRIBED IN THIS SECTION AND TO THE EXTENT ALLOWED BY APPLICABLE LAW, Medcann MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, GOOD TITLE,

SATISFACTORY QUALITY OR ARISING FROM A COUSE OF DEALING, USAGE OR TRADE PRACTICE.

12. Intellectual Property:

- a) Except as otherwise provided in this Agreement, Medcann retains all rights, title and interest in and to all types of intellectual property, including, but not limited to, trademarks and technology and other inventions or technical know-how protectable under patent, copyright and trade secret law (the "Intellectual Property"), provided, conceived, discovered, or developed, in whole or in part, by Medcann in the performance of this Agreement. Medcann shall remain the owner of all Evaluations provided to BE pursuant to the Statement of Work.
- b) Subject to the terms of this Agreement, Medcann grants to BE a non-exclusive, non-transferrable license to use Medcann's relevant Intellectual Property and Evaluations (as defined in the Statement of Work) during the term of this Agreement and for so long as BE's shall be licensed to operate a central growing and proceeding facility for medical marijuana under the New York Compassionate Care Act or any other applicable New York Law hereinafter enacted. However, said license shall be solely for BE's own internal purposes. BE shall not sell, market, rent, sub-license, or re-license any aspect of the Intellectual Property or Evaluations. BE obtains no ownership rights or any other rights in the Intellectual Property and Evaluations, other than those specified in this Agreement. If this Agreement is terminated by Medcann for cause due to the actions of BE, the limited license shall immediately be terminated.

13. Force Majeure: Notwithstanding the foregoing, in the event at any time during the term of this Agreement Medcann or BE is unable to perform their obligations set forth herein by reason of labor strikes or other labor disputes that are not solely related to said party, casualty, war, or insurrection, governmental laws or regulations, power failures, Acts of God, or inability to obtain materials (other than financial inability of either party), then performance of said obligation shall be excused for the period said party is unable to complete such obligations, provided the party so affected shall use its best efforts to complete its obligations as soon as practicable after the cause has been removed or ceased.

14. Waiver: No provision of this Agreement shall be deemed to have been waived by either party, unless such waiver shall be set forth in a written instrument executed by such party. Any waiver by any of the parties to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provision, unless explicitly stated otherwise.

15. Notice: All notices required hereunder shall be in writing and shall be deemed to have been given if delivered personally or by United States certified or registered mail, postage prepaid, return receipt requested, or by a recognized overnight delivery service to the parties at their respective principal place of business, the addresses which are set forth below, or at such other address as either party may subsequently designate in writing.

If to BE: Butler Evergreen LLC.
P.O. Box 212
Wolcott, New York 14590

With copy to: Marshall Farms Group Ltd.
5800 Lake Bluff Road
North Rose, New York 14516

With copy to: Evans & Fox LLP
95 Allens Creek Road
Suite 300
Rochester, New York 14618

If to Medcann: Medcann Advisors, LLC
109 Harts Hill Terrace
Whitesboro, New York 13492

With a copy to (which shall not constitute notice):

Merritt S. Locke, Esq.
Saunders Kahler, L.L.P.
185 Genesee Street
Utica, New York 13501

16. Governing Law: This Agreement shall be deemed to have been executed and delivered in the State of New York and shall be governed by and construed in accordance with the laws of the State of New York, without reference to choice of law rules or principles. All disputes arising out of this Agreement shall be resolved by a court of competent jurisdiction in the State of New York, and both parties consent to the jurisdiction and venue of the State Courts located in Wayne County, New York and the Federal Courts located in Monroe County, New York

17. Severability: In the event any provision hereof shall be held for any reason to be illegal, invalid or unenforceable, such provisions shall be considered severable and the illegality, invalidity or unenforceability of any provision shall not affect the validity of any other provision, which shall continue in full force and effect, provided that the unenforceable or invalid provision is not material to the overall purpose or operation of this Agreement. If necessary in order to make the Agreement legal, valid and enforceable, the parties shall meet to confer upon an amendment or modification to the Agreement.

18. Assignment: Neither party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party.

19. **Headings:** The section headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. Whenever the context hereof shall so require, the singular shall include the plural, male gender shall include the female gender and the neuter; and vice versa. In the event that any date or period provided for in this Agreement shall occur on a Saturday, Sunday or legal holiday, the applicable date or period shall be extended to the first business day following such Saturday, Sunday or legal holiday.

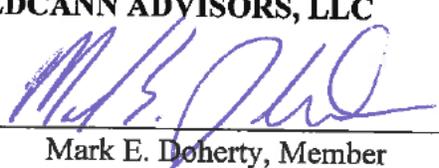
20. **Entire Agreement:** There are no understandings or agreements between the parties hereto other than those set forth in this Agreement. This Agreement sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supercedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations and warranties, whether oral or written of any party to this Agreement and no party to this Agreement may rely or shall be deemed to have relied upon any prior communications.

21. **Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all such counterparts together constitute one and the same instrument.

22. **Authorization:** Medcann and BE each represent and warrant to the other that (i) the execution and delivery of this Agreement has been duly authorized by all necessary legal action, (ii) that this Agreement has been duly executed and delivered by its duly authorized representative, and (iii) that this Agreement is its legal and valid binding obligation and is enforceable against it in accordance with its terms.

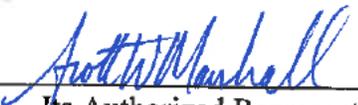
IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written.

MEDCANN ADVISORS, LLC

By: 

Mark E. Doherty, Member

BUTLER EVERGREEN LLC

By: 

Its Authorized Representative

Exhibit "A"

STATEMENT OF WORK

Medcann Advisors, LLC ("Medcann") shall provide the following services set forth in this Statement of Work ("SOW") pursuant to the terms and conditions of the Consulting Agreement dated November 1, 2014, between the parties. This SOW is attached to and made a part of the Consulting Agreement as Schedule "A".

1. **SERVICES.** Medcann shall provide the following services pursuant to the designated time frames during the Term of the Consulting Agreement:

A. During the Term of the Consulting Agreement, Medcann shall provide staff in the form of experienced professionals with expertise in the field of controlled environment agriculture and knowledge of the cannabis industry to provide the services set forth herein to Butler Evergreen LLC ("BE") for the purpose of BE applying for and obtaining licensure as a Registered Organization as defined under the New York Compassionate Care Act to grow, process, store, ship and distribute medical marijuana in New York and for the purpose of planning the implementation for the repurposing of the former Butler Correctional Facility or such other facility as may be agreed to by Medcann and BE as a central growing and processing facility from which the licensee will operate (the "Butler Project") (the "Medcann Services"). The Medcann Services shall be performed and rendered pursuant to the terms and conditions of the Consulting Agreement and the SOW set forth herein.

The Medcann Services shall include services provided by Medcann employees, including, but not limited to, Mark Doherty, and the Medcann Services shall be made pursuant to this SOW, as well as approved payments for expenses for travel, lodging, meals, professional fees (legal and accounting) and necessary insurance.

Medcann shall be responsible for the implementation of the SOW, including, but not limited to, providing related communications, resource management, status reporting, meetings, schedules and deliverables. Medcann and BE agree if any third-party agreements for services are to be entered into as a result of the services provided by Medcann, such agreements shall be directly between said third-party and BE and Medcann shall not be a party to said third-party agreements.

B. **Monthly Services.** The schedule set forth below shall be the services to be provided under the Consulting Agreement.

Services to be provided:

1. **Development of Preliminary Business Plan (120hrs)**

Medcann shall draft a Preliminary Business Plan, which shall include, but not be limited to, projected financial statements for the Butler Project. A Final Business Plan will be submitted by Medcann to BE once the rules and regulations under the New York Compassionate Care Act have been issued by the New York State Department of Health. The draft version of the Preliminary Business Plan will be used to explore investment and strategic partnerships. A final version of the Business Plan, as well as all other items required by the State of New York, will be submitted with the application package for licensure as a Registered Organization.

The Business Plan shall include reasonable estimates of the cost of the facility design and construction to make the facility operational, costs in applying for the Registered Organization license, and revenues and expenses for the staffing, strategic analysis, security analysis and other pertinent topics. As additional variables, such as exact strategic partnerships, become known the details will be added to the Business Plan.

The formulation of the Business Plan will require primarily office and research time.

2. Lobbying Efforts (100hrs)

Medcann shall undertake efforts to ensure lobbying activities are engaged in with regard to the Butler Project. This will include face to face meetings with Federal, State and local level politicians in both formal and informal sessions. Meetings will also be required with appropriate political staff members. BE will engage the services of agreed upon registered lobbyists for lobbying activities and Medcann shall work with said lobbyists. This task will require email and telephone communication between Medcann and the retained lobbying agencies, as well as travel to Albany and other NYS locations to meet with representatives.

3. Strategic Partnerships (120hrs)

Medcann will use its best efforts to identify and negotiate potential strategic partnerships between BE and existing cannabis companies currently operating in states with mature medical and recreational cannabis markets. These partnerships may take the form of consulting, investing, licensing of proprietary technologies and/or other business practices as required and will result in agreements between BE and third parties. This task will require email and telephone communication with representatives of numerous firms involved in the cultivation, processing and retail sale of cannabis. Once potential strategic partners have been identified onsite visits will be required at their locations. Further research and analysis will be required to establish the scope and value of the partnership.

4. Funding (240hrs)

The current estimate for this project is \$15 to \$20 million dollars all of which will need to be privately funded. Medcann will use its best efforts to identify potential individual investors, investment funds, and investor networks to assemble the necessary capital for the Butler Project. This task will require email and telephone communication with interested parties with dissemination of the Preliminary Business Plan to be properly vetted. Travel will be necessary to meet with certain individuals and groups for the purpose of presenting the Business Plan and

investment options Onsite visitations at the Butler facility will be required with potential investors (individuals and group or corporate representatives) who have shown legitimate interest in the opportunity, meet the Federal and State requirements for this type of investment.

Medcann will arrange for all potential investors and BE to sign a Non-Disclosure Agreement as part of discussions. However, Medcann does not have any obligation to secure any funding for MFG.

5. Application Package Development and Submission (License) (400 hours)

The rules and regulations issued by the New York State Department of Health under the New York Compassionate Care Act will dictate a great deal of what becomes necessary for the final application package for licensure. Initial drafts of the proposed rules have been issued by the State of New York, Department of Health, and it is anticipated after the final rules are issued that the following tasks must be completed prior to submission of an application for licensure. The following represents considerations that will require not only pre-planning but extensive plans, drawings, diagrams, schematics, and will require input/evaluation and contracts to be entered into with third parties.

- a) Staffing and Management Plan;
- b) Production Plan, including, but not limited to, Quality Assurance Plan as required by the Department of Health regulations;
- c) Security Plan, including, but not limited to, control measures as required by the Department of Health regulations;
- d) Record Keeping Plan, including, but not limited to, plans for tracking and surveillance systems as required by Department of Health regulations;
- e) Good Production Practices Plan;
- f) Physical Site Plan, including, but not limited to, proposed deeds, leases, etc. as required by the Department of Health regulations;
- g) Facility Design Plans, including, but not limited to, identification of all equipment used;
- h) Architectural Plans;
- i) Contractor and Subcontractor Plan;
- j) Storage and Archival Plan;
- k) Distribution Plan;
- l) Operating/Processing Plan;
- m) Secure Waste Disposal Plan;
- n) Unsecure Waste Disposal Plan;
- o) Information Communications Plan;
- p) Appropriate Documented Notice to Local Authorities;
- q) Insurance;
- r) Investment;
- s) Legal operational documents as required by Department of Health regulations;
- t) Accounting System;
- u) Seed to Sale Software/Hardware;

- v) Strategic Partnership Documentation;
- w) Additional Requirements as Regulated by the New York State Department of Health.

Medcann will work with BE to assemble the necessary items set forth in the rules and regulations to finalize the application, including, but not limited to, identifying third parties who can provide the necessary plans and schematics to be included in the application process and engaging in negotiations for their third party services. Any contract to provide these services shall be between BE and the third party, Medcann shall not be a party to the agreement and shall have no financial obligation to third-parties or BE for their services.

Once the application is fully assembled, Medcann will work with BE in furtherance of submission to the State of New York for licensure as a Registered Organization, with all required documentation, fees, signatures, approvals and other requirements. However, submission of said application shall be in the sole discretion of BE. Medcann shall not be liable for the failure of the application to contain all necessary contents and exhibits if Medcann advised BE of the need for certain information for submission and BE did not obtain said information and/or if Medcann acted in good faith in obtaining said information for BE and the licensing body deems said information insufficient or improper.

6. Conversion of Facility (unknown hours)

With licensing and all necessary approvals in place, begin conversion of the facilities at Butler into growing, processing, storage, shipping, administrative and other uses. This task will involve oversight of contractors and subcontractors as well as in-house staff. Once the license is issued the first grow rooms, the processing facility and some administration spaces will have to be very quickly brought online.

Simultaneously, leases or purchase agreements will need to be executed for the dispensaries. Once in possession, the dispensaries will need to be converted. At this point, certain key positions will have been hired, as they will have received some type of tentative offer pending the approval of the application, however, additional staff members will need to be interviewed, background checked, and screened for employment.

Project Management and General Management services will be rendered to ensure the timely opening and successful operation of all facilities in accordance with New York State Law.



CONSULTING AGREEMENTS

(8) Dr. Steven Moore

INDEPENDENT CONTRACTOR CONSULTING AGREEMENT

THIS INDEPENDENT CONTRACTOR CONSULTING AGREEMENT (this “Agreement”) dated as of May 7th, 2015 is by and between Butler Evergreen LLC, a New York limited liability company with a mailing address at P.O. Box 212, Wolcott, New York 14590 (hereinafter “BE”) and Dr. Steven F. Moore, with a mailing address at [REDACTED] (hereinafter “Consultant”).

WITNESSETH:

WHEREAS, the Consultant is the owner of an independent pharmacy, which is a major provider of pharmacy services, including medication therapy management and drug utilization review, to individuals, including Hospice patients, in the greater Plattsburgh area and has expertise in the area of pharmaceutical use of medical marijuana for treatment of various diseases (hereinafter “Expertise”); and

WHEREAS, BE intends to make application with the New York State Department of Health as a licensed grower and dispenser of medical marijuana in Upstate New York (hereinafter “Corporate Mission”); and

WHEREAS, BE is desirous of engaging Consultant as an independent advisor to BE in the carrying out of BE’s Corporate Mission, and to utilize the Expertise of the Consultant by his serving on the Medical Advisory Board (hereinafter “Board”) to be established by BE during the process of carrying out its Corporate Mission; and

WHEREAS, the parties recognize that the Consultant will continue to serve in his primary responsibility as a pharmacist at his solely owned pharmacy and that services to be provided to BE

herein will be as an independent contractor,

NOW, THEREFORE, in consideration of the mutual covenants, representations and warranties made herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. It is anticipated by the parties that the services to be provided by the Consultant will include but not be limited to the following:

A. General, scientific input to BE regarding potential and prudent uses of medical marijuana for treatment of clinical diseases, including but not limited to a focus on pharmaceutical expertise and best practices, as well as drafting of various pharmaceutical best practices and procedures;

B. Consultant will provide input to BE during the application process and thereafter, regarding unique projects, data collaboration, and similar information to support BE's permit application and Corporate Mission;

C. Consultant will assist BE to build a medical advisory board with individuals of similar expertise, passion and experience including individuals who service different regions of New York State;

D. Consultant will represent BE before the media and at public meetings and hearings regarding the medical benefits of medical marijuana; and

E. Consultant will identify classes of potential patients in New York State who benefit from medical marijuana and who are willing to discuss their stories with the media.

2. It is anticipated that the time commitment of the Consultant shall be indeterminate, and shall be agreed to by the Consultant and BE, from time to time, to carry out the purposes as

noted above.

3. In the event that the Consultant incurs travel and lodging expenses as a result of carrying out the services as may be requested by BE, Consultant shall promptly invoice BE as to Consultant's cost for the same and BE shall promptly reimburse the Consultant for all such reasonable costs.

4. The term of this Agreement shall be indeterminate, but shall extend for not less than one (1) year unless mutually lengthened or shortened by the parties as provided herein.

5. The parties hereby agree that initially BE will pay to the Consultant a retainer fee of [REDACTED] which shall continue during the term of this Agreement, or until the Consultant and BE reach agreement regarding employment of Consultant with BE, whichever shall occur first.

6. During the term of this Agreement BE and Consultant shall discuss and negotiate in good faith the possible employment of Consultant by BE.

7. This Agreement shall be terminable by either party on sixty (60) days' prior written notice to the other.

8. During the term of this Agreement, the Consultant shall not consult with, or provide professional services to, any other entity or individual seeking (or that receives) a license to cultivate and/or sell medical marijuana through a dispensary in the State of New York.

9. During the term of this Agreement, it is anticipated that the Consultant will gain information which is proprietary and/or confidential to BE. As a result of the same, each of the parties herein agree to enter into the annexed Mutual Confidentiality and Non-Disclosure Agreement which shall be binding on each of the parties during the term of this Agreement and for a period of three (3) years thereafter.

10. Every notice or other document or instrument required or desired to be given by either party to the other shall be in writing and shall be given by hand delivery, certified or registered mail (return receipt requested), or by overnight express services, addressed to the other at the respective addresses set forth above, or to such other address as either party may designate to the other by like notice as herein set forth. Any notice given hereunder shall be deemed given and received on the date of hand delivery, or five (5) days after deposit with the United States Postal Service, or one (1) day after delivery to an overnight express service for next day delivery, as the case may be.

11. This Agreement shall be construed and interpreted in accordance with the laws of the State of New York without respect to principles of conflicts of law. Exclusive jurisdiction for disclosure of disputes under this Agreement shall be in the County of Wayne, State of New York, or in a Federal court located in Western New York, as applicable.

12. This Agreement shall be binding upon and inure to the benefit of the parties hereto their personal representatives, successors and assigns.

13. This Agreement may be signed in any number of counterparts, each of which shall be an original with the same effect as if the signatures thereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by the other parties hereto.

14. Consultant acknowledges that this Agreement is personal in nature; therefore, Consultant shall not be permitted to assign or transfer this Agreement.

[Remainder of Page Intentionally Left Blank – Signature Page Follows]

IN WITNESS WHEREOF, the parties have signed and delivered this Agreement on the day and year first above written.

BUTLER EVERGREEN LLC

*

By:

Name:

Title:

Scott Marshall
Scott Marshall
Managing Member

Steve Moore

Dr. Steven F. Moore



CONSULTING AGREEMENTS

(9) Ostroff Associates Inc.



OSTROFF ASSOCIATES, INC.

Government Relations and Communications

12 Sheridan Avenue, Albany, New York 12207 • Tel (518) 436-6202 • Fax (518) 436-1956

February 1, 2015

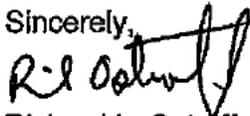
Mr. Scott W. Marshall
Butler Evergreen LLC
PO Box 212
Wolcott, NY 14590

Dear Mr. Marshall:

This letter will serve as an agreement whereby Ostroff Associates, Inc. agrees to represent Butler Evergreen LLC before the Executive and Legislative branches of government and the administrative agencies and offices of New York State effective February 1, 2015 through December 31, 2015. The fee for this service will be \$ [REDACTED] per month. Either party may cancel upon thirty days written notice.

If this agreement is acceptable, please sign this letter and return via fax to (518) 436-1956.

Thank you for your consideration. We look forward to working with you.

Sincerely,

Richard L. Ostroff

Accepted by:



(Signature)

Scott W. Marshall, Managing Member

(Printed Name and Title)

Feb 1st, 2015

Date



CONSULTING AGREEMENTS

(10) Dr. Luke Peppone

INDEPENDENT CONTRACTOR CONSULTING AGREEMENT

THIS AGREEMENT dated as of April 17, 2015 by and between Butler Evergreen LLC, a New York limited liability company with its principal offices at 5800 Lake Bluff Road, North Rose, New York 14516 (hereinafter "BE") and Dr. Luke Peppone, with mailing address at [REDACTED] hereinafter "Consultant").

WITNESSETH:

WHEREAS, the Consultant is on staff at the University of Rochester (Strong Memorial Hospital) and is recognized for his expertise in the area of the use of medical marijuana for treatment of various clinical diseases (hereinafter "Expertise"); and

WHEREAS, BE intends to make application with the New York State Department of Health as a licensed grower and dispenser of medical marijuana in Upstate New York (hereinafter "Corporate Mission"); and

WHEREAS, BE is desirous of engaging Consultant as an independent advisor to BE in the carrying out of BE's Corporate Mission, and to utilize the Expertise of the Consultant by his serving as chairman of a Medical Advisor Board (hereinafter "Board") to be established by BE during the process of carrying out its Corporate Mission; and

WHEREAS, the parties recognize that the Consultant will continue to serve in his primary responsibility as a member of the Staff of the University of Rochester (Strong Memorial Hospital) and that services to be provided to BE herein will be as an independent contractor,

NOW, THEREFORE, in consideration of mutual promises herein contained, the parties do hereby agree.

1. It is anticipated by the parties that the services to be provided by the Consultant will

include but not limited to the following::

A. A general, scientific input to BE regarding potential and prudent uses of medical marijuana for treatment of clinical diseases, including but not limited to a focus on the use of medical marijuana for treatment of cancer patients;

B. The Consultant will provide input to BE during the application process and thereafter, regarding unique projects, data collaboration, and similar information to support BE's permit application and Corporate Mission;

C. Consultant will assist BE to build a medical advisory board with individuals of similar expertise, passion and experience including individuals who service regions of New York State outside of the Rochester area;

D. Consultant will represent BE before the media, and at public meetings and hearings regarding the medical benefits of medical marijuana;

E. Consultant will identify classes of potential patients in New York State who benefit from medical marijuana and who are willing to discuss their stories with the media;

2. It is anticipated that the time commitment of the Consultant shall be indeterminate, and shall be agreed to by the Consultant and BE, from time to time, to carry out the purposes as noted above.

3. In the event that the Consultant incurs travel and lodging expenses as a result of carrying out the services as may be requested by BE, Consultant shall promptly invoice BE as to Consultant's cost for the same and BE shall promptly reimburse the Consultant for all such costs.

4. The term of the within agreement shall be indeterminate, but shall extend for not less than one year unless mutually lengthened or shortened by the parties herein.

5. The parties hereby agree that initially BE will pay to the Consultant a retainer fee of

[REDACTED] which shall continue during the term of the within Consulting Agreement, or until the Consultant and BE reach agreement regarding an equity interest in BE (whichever shall occur first).

6. This Agreement shall be terminable by either party on sixty (60) days' prior written notice.

7. During the period of this Consulting Agreement, the Consultant agrees that he will not consult with, or provide professional services to any other entity, or individual seeking a license to cultivate and sell through dispensary medical marijuana in the State of New York.

8. **CONFIDENTIALY AGREEMENT.** During the term of the Agreement herein, it is anticipated that the Consultant will gain information which is proprietary and/or confidential to BE. As a result of the same, each of the parties herein agree to enter into the annexed Mutual Confidentiality Agreement which shall be binding on each of the parties during the term of the Agreement and for a period of three (3) years thereafter.

IN WITNESS WHEREOF, the parties have signed and delivered this Agreement on the day and year first above written.

BUTLER EVERGREEN

BY:





DR. LUKE PEPPONE

[REDACTED]



CONSULTING AGREEMENTS

(11) Sorensen Wilder & Associates

May 13, 2015

Ken VanFleet
Butler Evergreen, LLC
5800 Lake Bluff Rd.
North Rose, NY 14516
(315) 587-2295

RE: Application as a Registered Organization, Medical Use of Marihuana

Thank you for allowing Sorensen, Wilder and Associates (SWA) the opportunity to be of assistance in developing Security Plan content for Butler Evergreen, LLC's application to operate a Medical Cannabis Cultivation Center and four Dispensary Facilities in North Rose, NY.

Based upon our conversation we submit the following for your consideration:

SCOPE OF SERVICES

SWA will develop comprehensive Security Plans for the operations, consistent with the requirements of New York law as to be determined by the Commission, based upon the following outline:

SECURITY PLAN

1. Security Plan Meeting between SWA and Butler Evergreen, LLC's Ken VanFleet and whoever else from or representing the organization is relevant.
 - a. Review site plans and obtain all floor plans and drawings for intended sites including information about areas immediately adjacent to the property lines, and any known elevations. All should be provided in a common electronic format to SWA.
 - b. Review any existing or intended security policy and procedure and planned security equipment or systems.
 - c. Determine planned / needed security measures to prevent theft or diversion of medical cannabis.
 - d. Discuss planned Cultivation and Dispensary Operational Plans to assess vulnerabilities for the proper development of security protocol.

2. Develop Security Plans

a. Employment

i. Screening

1. Background Check
2. Credit Report
3. Prior Employment Verification/ Interviews
4. Neighbors and friends interviews

ii. Discipline Policy

iii. Termination Policy and Procedure

iv. Operational

1. Training

a. Security Procedures

b. Safety Procedures

1) Medical emergencies

2) Fire

3) Chemical Spill

4) Threatening event such as:

i. An armed robbery

ii. An invasion

iii. A burglary; or

iv. Any other criminal incident

2. Clean Room Policy (locker room and change of clothes)

3. Lunch Buckets

b. Access Control

- i. Perimeter Security*
- ii. Parking lot Security*
- iii. Building Security*
 - 1. Key Management
 - 2. Visitor Management
 - 3. Fluoroscope / magnetometer
 - 4. Doors and Locks
 - 5. Windows
 - 6. Signage
 - 7. Main Entrance
 - 8. Shipping / Receiving
- iv. Internal Sensitive Areas*
 - 1. Cannabis storage
 - 2. Executive Office
 - 3. Patient/Caregiver areas
 - 4. Lobby/Waiting Room

c. Transportation

- i. Physical Security
- ii. Communication
- iii. Policy and Procedure
 - 1. Packaging
 - 2. Labeling

d. Inventory

- i. Seed to Sale accountability
- ii. Patient/Caregiver Sale accountability

- iii. Recordkeeping
- e. Back-up Power
- f. Systems
 - i. Electronic Security System (video surveillance)
 - 1. System Specifics
 - 2. Coverage Areas
 - 3. Retention Policy
 - 4. Usage and Accessibility Policy
 - 5. Inspection and Maintenance
 - ii. Alarm System
 - 1. System Specifics
 - 2. Specialized devices
 - 3. Duress Alarm
 - 4. Panic Alarm
 - 5. Holdup Alarm
 - 6. Inspection and Maintenance
 - iii. Engineered Access Control
 - 1. System Specifics
 - 2. User Roles
 - 3. Reporting
 - 4. Usage and Accessibility Policy
 - 5. Inspection and Maintenance
- 3. Review draft plans with Butler Evergreen, LLC's Ken VanFleet and whomever else he deems appropriate.
- 4. Finalize and deliver **Security Plans.**

Security Technology Systems designs and proposals to include electronic format drawings indicating devices and their proposed locations on provided floor plans will be included and attached to the Security Plan.

PRICING

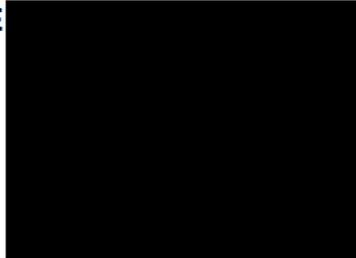
Security Plan

The application is for a registered organization designation. The manufacture of cannabis products or cannabis-infused products will occur in one facility and the dispensing of product to patients will occur in four separate and distinct dispensary facilities.

SWA will provide written application content, plans, reports, and system designs for Butler Evergreen, LLC's applications charged as follows:

EXPEDITED TURN AROUND FEE

First Plan -Cultivation
Second Plan –Dispensary
Third Plan – Dispensary
Fourth Plan – Dispensary
Fifth Plan -- Dispensary



Any visits to the location(s) will be billable at rates of ordinary and reasonable incurred travel expenses.

If Butler Evergreen, LLC contracts with Midwest Integrated Solutions (MIS) for the purchase and coordinated installation by an integrator licensed in the state of NY of all Security Technology Systems, a discount of 5% will be applied by MIS to the total cost of those systems.

In the event Butler Evergreen, LLC is awarded any permit(s) as a result of this application process, they agree to utilize SWA as the provider of security consulting services for the development of security content for any application or reapplication related to the cannabis industry in New York or any other state for a period of three (3) years from the issuance of said permit(s).

INVESTMENT

Tim Sutton, BA, CPP, CHPA will serve as Project Coordinator. Tim has spent more than 25 years in loss prevention, safety, and security management. He has worked in both operations and administrative capacities for some of the largest regional and international companies. His experience in retail, manufacturing, chemical, public and government housing, schools, and hospitals and their specific safety and security needs has helped build his unique perspective and skill set as a consultant. Mr. Sutton

AVAILABILITY

SWA is available to begin work on this project, Friday, May 15, 2015. Estimated delivery of the first drafts 10 days after receipt of signed proposal and NDA, and all requested documents and floor plans.

VALIDITY

This proposal is valid for 7 days. The terms and details of this proposal are subject to change with the changing of associated rules and regulations.

Again, thank you for the opportunity to submit this proposal and your confidence in SWA.

Accepted by:  Date: May 18, 2015

Sincerely,



Security

Timothy P Sutton, BBA, CPP, CHPA
Consultant



Steven S Wilder, BA, CHSP, STS
President and CEO

Appendix B
Architectural Program

Appendix B - Architectural Program

Requirement - 1004.5(b)(11) and (12): ...architectural program and sketches of the applicant's proposed manufacturing and dispensing facility(ies) including the following:

- I. site plans;*
- II. schematic architectural and engineering design drawings and single line sketches in an appropriate scale showing the relationship of various buildings to each other, room configurations, major exit corridors, exit stair locations, and circulation along with existing buildings if additions or alterations are part of the project;*
- III. outline specifications for the type of construction proposed including a description of energy sources, type and location of engineering systems proposed for heating, cooling, ventilation and electrical distribution, water supply and sewage;*
- IV. a security plan indicating how the applicant will comply with the requirements of article 33 of the Public Health Law, this part and any other applicable law, rule, or regulation; and*
- V. the registered organization shall submit detailed floor plans indicating the activities performed in each area and security plans (physical and cyber) consistent with the requirements of section 1004.13 of this part.*

Response: Butler Evergreen has included here complete Architectural Programs for and sketches of our proposed manufacturing and dispensary facilities. We also have attached relevant zoning approvals and correspondence related to our proposed manufacturing and dispensary facilities. One duplicate version of the complete security plan information for these proposed facilities (Attachment H – Security Plan) is included in this section for reference.



Appendix B: Architectural Program

A SEPARATE "APPENDIX B" SHALL BE COMPLETED FOR EACH SEPARATE BUILDING AND/OR FACILITY INCLUDED IN THE ORGANIZATION'S BUSINESS PLAN

COMPANY INFORMATION
Business Name: Butler-Evergreen Group
Facility Type: Manufacturing Facility [checked] Dispensing Facility []
Use and Occupancy Classification: Business Group B, Moderate-Hazard Storage Group S-1, and Factory Industrial F-1 Moderate Hazard
Building Construction Type and Classification: Type IIB
Facility Address: 6188 West Port Bay Road, Wolcott, New York 14590
Primary Contact Telephone number: 315-587-2295
Primary Contact Fax number: 315-587-2109
PART I - ARCHITECTURAL PROGRAM & CONSTRUCTION TIMELINE:
Applicant shall identify planning requirements, including but not limited to:
[checked] TOWN BOARD APPROVAL
[] PLANNING BOARD APPROVAL
[] ZONING BOARD OF APPEALS APPROVAL
[checked] PREPARATION OF CONSTRUCTION DOCUMENTS
[checked] BUILDING PERMIT
[checked] BIDDING PHASE
[checked] CONTRACT AWARD PHASE PER EACH APPLICABLE CONTRACTOR (Identify all that apply)
[checked] COMMENCEMENT OF CONSTRUCTION
[checked] COMPLETION OF CONSTRUCTION



Appendix B – Architectural Program

Table with 2 columns: Compliance status (checkbox) and Code description. Includes codes like 2010 BUILDING CODE OF NYS, 2010 FIRE CODE OF NYS, etc.



Appendix B – Architectural Program

<p>Select Project Type: Check all that apply. Refer to the Existing Building Code for definitions.</p>	<input type="checkbox"/> New Building <input checked="" type="checkbox"/> Repair <input checked="" type="checkbox"/> Alteration Level 1 <input checked="" type="checkbox"/> Alteration Level 2	<input checked="" type="checkbox"/> Alteration Level 3 <input type="checkbox"/> Change of Occupancy <input type="checkbox"/> Addition <input type="checkbox"/> Historic Building	<input type="checkbox"/> Demolition <input checked="" type="checkbox"/> Chapter 3. Prescriptive Compliance Method <input type="checkbox"/> Chapter 13. Performance Compliance Method
<p>Select Work Involved: Check all that apply.</p>	<input checked="" type="checkbox"/> General Construction <input checked="" type="checkbox"/> Roofing <input type="checkbox"/> Asbestos Abatement/Environmental <input checked="" type="checkbox"/> Fire Alarm	<input type="checkbox"/> Structural <input checked="" type="checkbox"/> Mechanical <input checked="" type="checkbox"/> Plumbing <input checked="" type="checkbox"/> Electrical	<input checked="" type="checkbox"/> Site Work <input checked="" type="checkbox"/> Sprinkler <input type="checkbox"/> Elevators <input type="checkbox"/> Other: _____

CODE COMPLIANCE REVIEW						
Applicant shall provide all applicable information in regards to the code topic and section listed below.						
1 Code Compliance Review is based on the 2010 NY State Building Code for New Construction. If any other building code applies to the location or type of construction, provide applicable code and sections that most closely relates and references the code topic and information in the code sections listed below. Provide appropriate abbreviations for other applicable codes, such as: FC: Fire Code, PC: Plumbing Code, MC: Mechanical Code, FGC: Fuel Gas Code, ECCC: Energy Conservation Code.						
2 Provide the Required standard for each applicable code section. (i.e.: area, quantity, classification type, materials, hourly separation, etc.). If section does not apply, indicate one of the following with explanation: NA: Not Applicable, NR: Not Required, NP: Not Permitted						
3 Provide your facilities "Actual" value for each required standard as per applicable code section.						
No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
1	Use & Occupancy Classification	302.1 - 312		Use & occupancy of this facility. Identify all applicable materials, class and quantities regarding Table 307.1.	Business Group B Factory Industrial F-1 Moderate Hazard Moderate Hazard Storage	Business Group B Factory Industrial F-1 Moderate Hazard Moderate Hazard Storage



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
2	Combustible Storage	413		All combustibile storage areas and rooms, as per applicable Building and Fire Codes. Identify all combustibile stored materials, area and room dimensions, all required fire separations, and exit requirements.	High-piled stock or rack storage shall comply with FC	NA - no areas in this facility are intended to contain such storage.
3	Hazardous Materials	414		All hazardous materials stored or used as per applicable Building and Fire Codes. Identify all combustibile stored materials, area and room dimensions, all required fire separations, and exit requirements.	Provisions apply to buildings occupied for manufacturing, processing, dispensing, use or storage of hazardous materials +	NA - no hazardous materials are intended to be located within the building. Fertilizer will be stored at a separate facility and delivered as +
4	Hazardous Materials Control Areas	414.2		Provide additional information indicating number, size, materials stored, and quantity of each material.	Control Areas shall comply with 414.2.1 through 414.2.5 +	NA - see response to Item 3 above, no control areas are +
5	Building Area & Height	501-507		Provide the building area & height Provide all calculations and cite applicable code sections for increased Building Area & Heights allowed per building code(s).	Type IIB B: 55 feet height, 4 stories, 23,000 square foot floor +	All Occupancies: 26 foot building height, one story. B - 5,848 SF Area, Building 1 +
6	Incidental Use Areas	508.2		Identify all Incidental Use Areas and required fire separation of occupancies on Building Plans.	Incidental Use Areas must be separated per Table +	NA - No incidental use areas exist.



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
7	Mixed Occupancies	508.3		Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	Each portion of the building shall be classified to use.	Building areas are classified as B, F-1, or S-1 Occupancies.
8	Nonseparated Uses	508.3.2		Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	More restrictive provisions shall apply.	Per Table 508.3.3 F-1 and S-1 have no occupancy separation requirements.
9	Separated Uses (Ratio < 1)	508.3.3		Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	Sum of the ratios of the actual floor area of each occupancy divided by the	Building 1; (B = 5848/69,000) + (F-1 = 5815/46500) = .09 + .13 = .22, which is less than
10	Construction Classification	602		Provide Construction Classification per each building included in Application.	Type IIB	Type IIB
11	Fire Resistance Rating Req'm't for Building Elements	Table 601		Provide Fire Resistance Rating per each building element as per Table 601. Identify rating & elements on Building Plans.	Structural Frame - 0 Hours Bearing Walls (Exterior) - 0 Hours	Structural Frame - 0 Hours Bearing Walls (Exterior) - 0 Hours



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
12	Exterior Wall Fire-Resistance Rating	Table 602		Identify required fire resistance rating of exterior walls on Building Plan(s).	Where separation distance exceeds 30 feet for occupancy types zero hour +	All exterior wall fire separation distances exceed 30 feet therefore zero hour +
13	Exterior Fire Separation Distance	Table 602		Identify required fire separation distance of exterior walls between Buildings on Plan.	Where separation distance exceeds 30 feet for occupancy types zero hour +	All exterior wall fire separation distances exceed 30 feet. therefore zero hour +
14	Fire Walls	705		Provide code information and identify all applicable required Fire Wall(s) and fire resistance requirement on Building Plans.	Each building area separated by a fire wall shall be considered a separate +	3 Hour Fire walls separate the three area, buildings.
15	Fire Barriers	706		Provide code information and identify all applicable required Fire Barrier(s) and fire resistance requirement on Building Plans.	Fire Barriers to separate mixed occupancies shall be constructed per Table +	B and F-1 Occupancies in Area, Building 1 shall be a One Hour Fire Barrier +
16	Shaft Enclosures	707		Provide code information and identify all applicable required Shaft Wall(s) and fire resistance requirement on Building Plans.	2 Hours where connecting four or more stories. 1 hour where connecting +	NA - single story building, therefore no shaft walls exist
17	Fire Partitions	708		Provide code information and identify all applicable required Fire Partition(s) and fire resistance requirement on Building Plans.	Fire Partition wall assemblies shall comply with noted Section +	NA - facility will be fully sprinklered and corridors walls do not require Fire +



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
18	Horizontal Assemblies	711		Provide code information and identify all applicable required Horizontal Assemblies and fire resistance requirement on Building Plans.	Rating not less than that required by building type	NA - building is only one story and does not include a mezzanine +
19	Fire Protection: Sprinkler System	903		Indicate Type of Sprinkler System: <input checked="" type="checkbox"/> NFPA 13 <input type="checkbox"/> NFPA 13 R <input type="checkbox"/> NFPA 13D Provide code information of all applicable requirements for Automatic Sprinkler Systems with code section cited.	Sprinklers are required throughout all Group F and S Occupancies where fire areas exceed 12,000 square +	Sprinklers will be provided throughout the facility.
20	Alt. Fire Extinguishing System	904		Provide code information of all applicable requirements for Alternative Automatic Fire-Extinguishing Systems with code section(s) cited.	NA	NA
21	Standpipe System	905		Provide code information of all applicable requirements for Standpipe Systems with code section(s) cited.	NR	NR
22	Fire Alarm & Detection Systems	907		Provide code information of all applicable requirements for Fire Alarm System(s) with code section cited. Indicate Type of Fire Alarm System <input checked="" type="checkbox"/> Addressable <input type="checkbox"/> Hardwired (zoned)	Fire Alarm and Detection is not required for Group F or Group S Occupancies. A manual fire alarm system is +	A manual fire alarm system will be provided throughout the facility. Smoke detection is currently provided in the +



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
23	Emergency Alarm System	908		Provide code information of all applicable requirements for Emergency Alarm Systems with code section cited.	NR	NR
24	Fire Department Connections	912		Identify Fire Department connections in accordance with NFPA applicable standard.	Fire department connections are required for all building +	A fire department connection is currently provided for the +
25	Exits	1001.1 & 2		Identify on the Building Plans and documents, per each door, the following information: door width, door height, direction of swing, type of construction, hourly rating, and door closures.	Means of egress system shall be as required by this chapter.	Complies
26	Occupant Load	1004 & Table 1004.1.1		Identify the use/name of each room, dimensions of each room, and Occupant Loads per each room on the Building Plans.	Business Areas = 100 gross Industrial Areas = 100 gross Agricultural Areas = 300 +	Business Areas = 59 occupants Industrial Areas = 251 +
27	Egress Width	1005		Provide egress widths & cite applicable code section(s) and requirement(s) on the Building Plans	Other egress systems (inches per occupants) = +	Each Area, Building = 60 inches corridor and 32 inches +
28	Accessible Means of Egress	1007.1		Provide accessible means of egress as per Section 1007 & cite applicable code section(s) and requirement(s) on the Building Plans.	One accessible means of egress shall be provided.	Four total accessible means of egress are provided,



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
29	Doors, Gates, and Turnstiles	1008		Means of egress doors shall meet the requirements of this section.	Doors shall be side hinges +	Egress doors are 36 inch +
30	Interior Stairs	1009		Identify the following information for each stairway on the Building Plan(s): the width of stairways; the height, width, depth and number of risers and treads; dimensions of landings; stairway construction type; and handrail height.	Width not less than 44 inches. Risers four to seven inches, and 11 inch maximum tread, +	Stairs that extend from finished floor to grade are 48 inches wide, do not exceed 4'-3" in total rise maximum, +
31	Ramps	1010.1		Identify the following information of each ramp, on the Building Plan(s): width; total vertical rise; length of ramp; and handrail height.	Provisions of section shall apply to ramps used as a component of the means of +	NA - no means of egress ramps exist in this building
32	Common Path of Travel	1014.3		Identify on the Building Plan(s): the length of the "Common Path of Travel" per each room as per applicable building code requirements.	Common path of egress travel shall not exceed 75 feet +	Maximum Common Path of Travel is 89 feet.
33	Exit Doorway Arrangement	1015		Identify on the Building Plan(s): applicable building code requirements for all Exits and Exit Access Doorways per each room and required exits in all buildings.	Where occupant load of Table 1015.1 is exceeded, two means of egress are +	NA - no such rooms exist in this facility
34	Corridor Fire Rating	1017.1		Identify, on the Building Plan(s): all corridors with required fire resistance and the applicable fire rating.	Corridors shall be fire-resistance rated per +	With sprinkler system, no fire-rating is required for +



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
35	Corridor Width	1017.2		Identify on the Building Plan(s): the width of all corridors. Provide applicable code section(s) and requirement(s).	Minimum width shall be 44 inches.	60 inch wide corridors are provided,
36	Dead End Corridor	1017.3		Corridors shall not exceed the maximum dead end corridor length as per applicable code.	No dead ends in corridors more than 20 feet in length. Exception 2 - In Groups B +	Noted dead-end limitations are not exceeded.
37	Number of Exits and Continuity	1019		Identify on the Building Plan(s): required number of exits, continuity and arrangement as per the applicable code requirements.	Occupant load of 1-500 requires 2 exits per story.	Occupant load is 489 and four exits are provided, exceeding requirements +
38	Vertical Exit Enclosures	1020		Identify on the Building Plan(s): all applicable code requirements for each Vertical Exit Enclosure.	Interior exit stairways and ramps to be enclosed with fire barriers +	NA - building is only one story and no vertical exits exist +
39	Exit Passageways	1021		Identify on the Building Plan(s): all applicable code requirements for each Exit Passageway.	Exit passageways serving as an exit component shall comply with this section. +	NA - no exit passageways exist in this facility.
40	Horizontal Exits	1022		Identify on the Building Plan(s): all applicable code requirements for each Horizontal Exit.	Horizontal exits serving as an exit in a means of egress shall comply with referenced +	NA - no horizontal exits exist in building



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
41	Exterior Exit Ramps & Stairways	1023		Identify on the Building Plan(s): all applicable code requirements for each exterior exit ramps and stairways.	Exterior exit ramps and stairways serving as an +	NA - no exterior exit ramps and stairways are part of the +
42	Exit Discharge	1024		Identify on the Building Plan(s): all applicable code requirements for each Exit Discharge.	Exits shall discharge directly to the exterior of the +	Exits discharge at grade with direct access to a public way.
43	Accessibility	1101.1 - 1110 & ICC/A117.1(03)		Identify on the Building Plan(s): all applicable code requirements such that the design and construction of each building/facility provides accessibility to physically disabled persons.	Facilities shall be accessible in accordance with this Code and ICC/ANSI A117.1	Accessible entrances, routes, egress paths, and toilet rooms will be provided.
44	Energy Conservation	2010 NYS ECCC & IECC 2012	EBC Section 908 +	Identify the R-Value and U-Value of each construction component and assembly of the building envelope as required in the applicable energy and building code(s).	Renovations shall conform to the ECCC for new construction without +	Existing exterior building envelope will be unaltered. If alterations is required the +
45	Emergency & Standby Power	2702.1	NFPA 110 and 111	Identify emergency & Standby Power locations and specifications of the system to be provided.	Emergency Power required by this Code or the FC shall comply with this Code. +	Life safety and Security Systems will be provided with emergency power via existin +
46	Smoke Control Systems	2702.2.2		Identify the Standby power for smoke control systems in accordance with Section 909.11 of NYS Building Code.	Smoke control systems shall be provided with stand-by power +	NA - no smoke control systems exist or are required.



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
47	Plumbing Fixture Count	2902.1		Identify on the Building Plan(s): the minimum plumbing facilities as per applicable plumbing code(s).	Fixtures shall be provided per Table 2902.1: +	B Occupancy = 2 WC provided per sex, 2 +
48	Available Street Water Pressure			Provide the available street or well water pressure.		75 PSI
49	Fire Apparatus Access Road	FC503.1		Identify on the Site Plan: Fire Apparatus Road, Fire Lane and other Fire Service requirements per applicable Building and Fire Codes.	Shall extend to within 300 feet of all portions of the facility where equipped with +	Access is provided to all sides of the facility.

Butler Evergreen
 Medical Marijuana Program
 Application for Registration as a Registered Organization

Appendix B - Architectural Program

Facility Address: 6188 West Port Bay Road, Wolcott, New York 14590

Code Compliance Review Attachment (Note that not all data fit in the provided boxes)

No.	Topic	Required Code Value/Allowed Code Value	Facility's Actual Value
1	Use & Occupancy Classification	Business Group B Factory Industrial F-1 Moderate Hazard Moderate Hazard Storage, Group S-1	Business Group B Factory Industrial F-1 Moderate Hazard Moderate Hazard Storage, Group S-1
2	Combustible Storage	High-piled stock or rack storage shall comply with FC	NA - no areas in this facility are intended to contain such storage
3	Hazardous Materials	Provisions apply to buildings occupied for manufacturing, processing, dispensing, use or storage of hazardous materials.	NA - no areas in this facility are intended to house hazardous materials
4	Hazardous Materials Control Area	Control Areas shall comply with 414.2.1 through 414.2.5 and the FC.	NA - see response to Item 3 above, no control areas are required
5	Building Area & Height	B: 55 feet height, 4 stories, 23,000 square foot floor area, building.	All Occupancies: 26 foot building height, one story. B - 5,848 SF Area, Building 1 and 3,600 SF Area, Building Security. F-1 - 8,825 SF Area, Building 1 and 19,142 SF Area, Building 2. S-1 - 23,433 SF Area, Building 1 and 29,905 SF Area, Building 2
6	Incidental Use Areas	Incidental Use Areas must be separated per Table 508.2.	NA - No incidental use areas exist.
7	Mixed Occupancies	Each portion of the building shall be classified to use.	Building areas are classified as B, F-1, or S-1 Occupancies.

Butler Evergreen
 Medical Marijuana Program
 Application for Registration as a Registered Organization

Appendix B - Architectural Program

Facility Address: 6188 West Port Bay Road, Wolcott, New York 14590

Code Compliance Review Attachment (Note that not all data fit in the provided boxes)

No.	Topic	Required Code Value/Allowed Code Value	Facility's Actual Value
8	Nonseparated Uses	More restrictive provisions shall apply.	Per Table 508.3.3 F-1 and S-1 have no occupancy separation requirements.
9	Separated Uses (Ratio < 1)	Sum of the ratios of the actual floor area of each occupancy divided by the allowable area of each occupancy shall not exceed one.	Building 1; $(B = 5848/69,000) + (F-1 = 5815/46500) = .09 + .13 = .22$, which is less than one. Building 2: $(F-1 = 19142/46500) + (S-1 = 23,433/52,500) = .42 + .45$
10	Construction Classification	Type IIB	Type IIB
11	Fire Resistance Rating Req'm't for Building Elements	Structural Frame - 0 Hours Bearing Walls (Exterior) - 0 Hours Bearing Walls (Interior) - 0 Hours Nonbearing Walls and Partitions (Exterior) - See Item No. 12 Nonbearing Walls and Partitions (Interior) - 0 Hours Floor Construction - 0 Hours Roof Construction - 0 Hours	Structural Frame - 0 Hours Bearing Walls (Exterior) - 0 Hours Bearing Walls (Interior) - 0 Hours Nonbearing Walls and Partitions (Exterior) - See Item No. 12 Nonbearing Walls and Partitions (Interior) - 0 Hours Floor Construction - NA Roof Construction - 0 Hours
12	Exterior Wall Fire-Resistance Rating	Where separation distance exceeds 30 feet for occupancy types, zero hour separation is required,	All exterior wall fire separation distances exceed 30 feet, therefore zero hour rating is required.

Butler Evergreen
 Medical Marijuana Program
 Application for Registration as a Registered Organization

Appendix B - Architectural Program

Facility Address: 6188 West Port Bay Road, Wolcott, New York 14590

Code Compliance Review Attachment *(Note that not all data fit in the provided boxes)*

No.	Topic	Required Code Value/Allowed Code Value	Facility's Actual Value
13	Exterior Fire Separation Distance	Where separation distance exceeds 30 feet for occupancy types, zero hour separation is required,	All exterior wall fire separation distances exceed 30 feet, therefore zero hour rating is required.
14	Fire Walls	Each building area separated by a fire wall shall be considered a separate building. Fire resistance ratings shall be rated per Table 705.4.	3 Hour Fire walls separate the three area, buildings.
15	Fire Barriers	Fire Barriers to separate mixed occupancies shall be constructed per Table 508.3.3	B and F-1 Occupancies in Area, Building 1 shall be a One Hour Fire Barrier.
16	Shaft Enclosures	2 Hours where connecting four or more stories. 1 hour where connecting less than four stories	NA - single story building, therefore no shaft walls exist
17	Fire Partitions	Fire Partition wall assemblies shall comply with noted Section.	NA - facility will be fully sprinklered and corridors walls do not require Fire Partitions per Section 1017.1
18	Horizontal Assemblies	Rating not less than that required by building type	NA - building is only one story and does not include a mezzanine
19	Fire Protection: Sprinkler System	Sprinklers are required throughout all Group F and S Occupancies where fire areas exceed 12,000 square feet. Sprinklers are not required in Group B Occupancies.	Sprinklers will be provided throughout the facility.

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 Medical Marijuana Program
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Appendix B - Architectural Program

Facility Address: 6188 West Port Bay Road, Wolcott, New York 14590

Code Compliance Review Attachment (*Note that not all data fit in the provided boxes*)

No.	Topic	Required Code Value/Allowed Code Value	Facility's Actual Value
20	Alt. Fire Extinguishing System	NA	NA
21	Standpipe System	NR	NR
22	Fire Alarm & Detection Systems	Fire Alarm and Detection is not required for Group F or Group S Occupancies. A manual fire alarm system is required for all Group B Occupancies having an occupant load of 500 or more persons. A fire detection system is required throughout Group B Occupancies that are not protected with a sprinkler system and that have an occupant load of more than 100 persons.	A manual fire alarm system will be provided throughout the facility. Smoke detection is currently provided in the Group B portion of the facility and will be maintained.
23	Emergency Alarm System	HR	NR
24	Fire Department Connections	Fire department connections are required for all building that have more than 20 sprinklers per NFPA 13.	A fire department connection is currently provided for the facility.
25	Exits	Means of egress system shall be as required by this chapter.	Complies

Butler Evergreen
 Medical Marijuana Program
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Appendix B - Architectural Program

Facility Address: 6188 West Port Bay Road, Wolcott, New York 14590

Code Compliance Review Attachment (Note that not all data fit in the provided boxes)

No.	Topic	Required Code Value/Allowed Code Value	Facility's Actual Value
26	Occupant Load	Business Areas = 100 gross Industrial Areas = 100 gross Agricultural Areas = 300 gross	Business Areas = 59 occupants Industrial Areas = 251 occupants Agricultural Areas = 179 occupants Security Building = 36 occupants.
27	Egress Width	Other egress systems (inches per occupants) = 0.15 per occupant. Area, Building 1 = 0.15 x 118 = 17.7 inches. Area, Building 2 = 0.15 x 271 = 40.65 inches. Area, Building 3 = 0.15 x 100 = 15 inches.	Each Area, Building = 60 inches corridor and 32 inches door.
28	Accessible Means of Egress	One accessible means of egress shall be provided.	Four total accessible means of egress are provided,
29	Doors, Gates, and Turnstiles	Doors shall be side hinges swinging, 32 inches minimum in clear width and 80 inches minimum height.	Egress doors are 36 inch wide by 84 inches high, side hinged swinging and require no special tools or knowledge to operate.
30	Interior Stairs	Width not less than 44 inches. Risers four to seven inches, and 11 inch maximum tread,	Stairs that extend from finished floor to grade are 48 inches wide, do not exceed 4'-3" in total rise maximum, have seven inch risers and 11 inch treads.
31	Ramps	Provisions of section shall apply to ramps used as a component of the means of egress	NA - no means of egress ramps exist in this building

Butler Evergreen
 Medical Marijuana Program
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Appendix B - Architectural Program

Facility Address: 6188 West Port Bay Road, Wolcott, New York 14590

Code Compliance Review Attachment *(Note that not all data fit in the provided boxes)*

No.	Topic	Required Code Value/Allowed Code Value	Facility's Actual Value
32	Common Path of Travel	Common path of egress travel shall not exceed 75 feet.	Maximum Common Path of Travel is 89 feet.
33	Exit Doorway Arrangement	Where occupant load of Table 1015.1 is exceeded, two means of egress are required per space.	NA - no such rooms exist in this facility
34	Corridor Fire Rating	Corridors shall be fire-resistance rated per Table 1017.1.	With sprinkler system, no fire-rating is required for Group B, F, or S occupancies.
35	Corridor Width	Minimum width shall be 44 inches.	60 inch wide corridors are provided,
36	Dead End Corridor	No dead ends in corridors more than 20 feet in length.	
37	Number of Exits and Continuity	Occupant load of 1-500 requires 2 exits per story.	Occupant load is 489 and four exits are provided, exceeding requirements.
38	Vertical Exit Enclosures	Interior exit stairways and ramps to be enclosed with fire barriers	NA - building is only one story and no vertical exits exist

Butler Evergreen
 Medical Marijuana Program
 Application for Registration as a Registered Organization

Appendix B - Architectural Program

Facility Address: 6188 West Port Bay Road, Wolcott, New York 14590

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No.	Topic	Required Code Value/Allowed Code Value	Facility's Actual Value
39	Exit Passageways	Exit passageways serving as an exit component shall comply with this section.	NA - no exit passageways are provided.
40	Horizontal Exits	Horizontal exits serving as an exit in a means of egress shall comply with referenced section	NA - no horizontal exits exist in building
41	Exterior Exit Ramps & Stairways	Exterior exit ramps and stairways serving as a means of egress shall comply with this section	NA - no exterior exit ramps and stairways exist
42	Exit Discharge	Exits shall discharge directly to the exterior of the building.	Exits discharge at grade with direct access to a public way.
43	Accessibility	Facilities shall be accessible in accordance with this Code and ICC/ANSI A117.1	Accessible entrances, routes, egress paths, and toilet rooms will be provided.
44	Energy Conservation	Renovations shall conform to the ECCC for new construction without requiring unaltered portions to comply. Zone 5A = R-25ci Roof, R-13+R-7.5ci Walls, R-10ci for 24 inches at slabs. Doors - U-0.37 swinging and R-4.75 roll-up.	Existing exterior building envelope will be unaltered. If alterations is required the impacted areas will be designed with new insulation to comply with the ECCC.

Butler Evergreen
 Medical Marijuana Program
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Appendix B - Architectural Program

Facility Address: 6188 West Port Bay Road, Wolcott, New York 14590

Code Compliance Review Attachment (*Note that not all data fit in the provided boxes*)

No.	Topic	Required Code Value/Allowed Code Value	Facility's Actual Value
45	Emergency & Standby Power	Emergency Power required by this Code or the FC shall comply with this Code, NFPA 110 and 111	Life safety and Security Systems will be provided with emergency power via existing generator.
46	Smoke Control Systems	Smoke control systems shall be provided with stand-by power.	NA - no smoke control systems exist or are required.
47	Plumbing Fixture Count	Fixtures shall be provided per Table 2902.1: B Occupancy = 1 WC required per sex, 1 Lavatories required per sex, one drinking Fountain required, and 1 service sink required. S-1 Occupancy - 2 water closets required per sex, 2 lavatories required per sex, one drinking fountain required, and one service sink required. F-1 Occupancy - one water closets required per sex, one lavatory required per sex, and one service sink required.	B Occupancy = 2 WC provided per sex, 2 Lavatories provided per sex, One drinking Fountain provided, and 1 service sink provided. S-1 Occupancy - 4 water closets provided per sex, 3 male and 2 female lavatories provided, one shower per sex provided, 1 drinking fountain provided, and one service sink provided. F-1 Occupancy - 3 water closets provided per sex, 2 lavatories provided per sex, one shower per sex provided, and one service sink provided.
48	Available Street Water Pressure		75 PSI
49	Fire Apparatus Access Road	Shall extend to within 300 feet of all portions of the facility where equipped with an automatic sprinkler system.	Access is provided to all sides of the facility.



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Syracuse, New York 13212
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Fax: 315-455-9667
www.cscos.com

PRELIMINARY
NOT FOR
CONSTRUCTION



**MARSHALL FARMS
ELECTROMARK, INC.
WEST PORT BAY ROAD, WOLCOTT, N.Y. 14590**

MARK	DATE	DESCRIPTION

REVISIONS

PROJECT NO: D23.005.001
DATE: MAY 2015
DRAWN BY:
DESIGNED BY:
CHECKED BY:

NO ALTERATION PERMITTED HEREON
EXCEPT AS PROVIDED UNDER SECTION
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**WOLCOTT
SITE PLAN**

C-101

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C

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**MARSHALL FARMS
ELECTROMARK, INC.
WEST PORT BAY ROAD, WOLCOTT, N.Y. 14590**

MARK	DATE	DESCRIPTION

REVISIONS

PROJECT NO: D23.005.001

DATE: MAY 2015

DRAWN BY:

DESIGNED BY:

CHECKED BY:

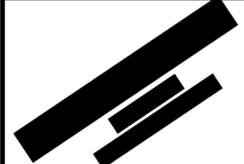
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DETAILS

C-501



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Fax: 315-455-9667
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MARK	DATE	DESCRIPTION
REVISIONS		

PROJECT NO: [REDACTED]
DATE: [REDACTED]
DRAWN BY: [REDACTED]
DESIGNED BY: [REDACTED]
CHECKED BY: [REDACTED]

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110'-6"

318'-2"

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**BUTLER-EVERGREEN GROUP
MANUFACTURING FACILITY
6188 WEST PORT BAY ROAD
WOLCOTT, N.Y 14590**

MARK	DATE	DESCRIPTION

REVISIONS

PROJECT NO: D23.005.001

DATE: JUNE 2015

DRAWN BY: R.E. MARTINEAU

DESIGNED BY: M.W. LAMONTAGNE, AIA

CHECKED BY: R.L. SLADE, PE, RA

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**CODE COMPLIANCE PLAN
OCCUPANCY EGRESS**

CC-102

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Fax: 315-455-9667
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**BUTLER-EVERGREEN GROUP
SECURITY BUILDING
6188 WEST PORT BAY ROAD
WOLCOTT, NEW YORK 14590**

MARK	DATE	DESCRIPTION

PROJECT NO: D23.005.001
 DATE: JUNE 2015
 DRAWN BY: L. M. ROYER
 DESIGNED BY: M. W. LAMONTAGNE, AIA
 CHECKED BY: -

NO ALTERATION PERMITTED HEREON EXCEPT AS PROVIDED UNDER SECTION 7209 SUBDIVISION 2 OF THE NEW YORK EDUCATION LAW

FIRST FLOOR PLAN

A-101

A1 FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"

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**BUTLER-EVERGREEN GROUP
SECURITY BUILDING
6188 WEST PORT BAY ROAD
WOLCOTT, NEW YORK 14590**

MARK	DATE	DESCRIPTION

PROJECT NO: D23.005.001
DATE: JUNE 2015
DRAWN BY: L. M. ROYER
DESIGNED BY: M. W. LAMONTAGNE, AIA
CHECKED BY: R. L. SLADE, PE, RA

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CODE COMPLIANCE PLAN

CC-101



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**MARSHALL FARMS
ELECTROMARK, INC.
WEST PORT BAY ROAD, WOLCOTT, N.Y. 14590**

MARK	DATE	DESCRIPTION

REVISIONS

PROJECT NO: D23.005.001

DATE: MAY 2015

DRAWN BY: S. P. ZAFERAKIS

DESIGNED BY: M. A. AMARO

CHECKED BY: S. H. SHOVA

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**WOLCOTT
SECURITY
SITE PLAN**

EY-101

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**MARSHALL FARMS
ELECTROMARK, INC.
WEST PORT BAY ROAD, WOLCOTT, N.Y. 14590**

MARK	DATE	DESCRIPTION
REVISIONS		

PROJECT NO: D23.005.001
DATE: MAY 2015
DRAWN BY: S. P. ZAFERAKIS
DESIGNED BY: M. A. AMARO
CHECKED BY: S. H. SHOVA

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**WOLCOTT
SECURITY
BUILDING PLAN**

EY-102

A1 WOLCOTT SECURITY BUILDING PLAN

SCALE: 1/16" = 1'



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**MARSHALL FARMS
ELECTROMARK, INC.
WEST PORT BAY ROAD, WOLCOTT, N.Y. 14590**

MARK	DATE	DESCRIPTION
REVISIONS		

PROJECT NO: D23.005.001
 DATE: MAY 2015
 DRAWN BY: S. P. ZAFERAKIS
 DESIGNED BY: M. A. AMARO
 CHECKED BY: S. H. SHOVA

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**WOLCOTT
SECURITY
BUILDING PLAN**

EY-102A

Jun 03, 2015 - 3:56pm F:\Project\023 - Marshall Farms\023.005.001 - MAF\Design\CADD\Sheet Files\Security Drawings\023005001_Wolcott_EY-102A.dwg

A1 WOLCOTT SECURITY BUILDING PLAN

SCALE: 1/8" = 1'



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A1 | **WOLCOTT SECURITY SCHEDULE**

SCALE: NOT TO SCALE

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**MARSHALL FARMS
ELECTROMARK, INC.
WEST PORT BAY ROAD, WOLCOTT, N.Y. 14590**

MARK	DATE	DESCRIPTION
REVISIONS		

PROJECT NO:	D23.005.001
DATE:	MAY 2015
DRAWN BY:	S. P. ZAFERAKIS
DESIGNED BY:	M. A. AMARO
CHECKED BY:	S. H. SHOVA

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**WOLCOTT
SECURITY
BUILDING
SCHEDULE**

EY-103

Village of Wolcott
Code Enforcement - Zoning Department

6015 New Hartford Street
PO Box 85
Wolcott, NY 14590
Phone (315) 594-1572
vwolcott@rochester.rr.com
TDD (800) 662-1220

Christopher J. Henner
Mayor

Otis Vezzose
CEO/Building Inspector

May 21, 2015

Mark Doherty
Project Manager
Butler Evergreen
6188 West Port Bay Road
Wolcott, New York 14590

Re: 6188 West Port Bay Road, Wolcott, for proposed Butler Evergreen

Dear Mr. Doherty:

I am in charge of code enforcement and building inspection in the Village of Wolcott, New York.

I am aware of Butler Evergreen's plan, mission and goals for the redevelopment of the property and various parcels located at 6188 West Port Bay Road as a medical marijuana manufacturing and processing facility. I am familiar with the property and have had the opportunity to review the building and site plans.

As it pertains to local zoning, building use, and site development, Butler Evergreen's plans are in full compliance with all local codes, laws and ordinances and no zoning variances or special use permits are required for the proposed facility.

Based upon my review of the building and site plans, I anticipate that I will be issuing a building permit for construction at the site in the near future.

If you have any questions in this regard, please do not hesitate to contact me at (315) 594-1572.

Sincerely,



Otis Vezzose
Building Code Enforcement Officer
Village of Wolcott



Appendix B: Architectural Program

A SEPARATE “APPENDIX B” SHALL BE COMPLETED FOR EACH SEPARATE BUILDING AND/OR FACILITY INCLUDED IN THE ORGANIZATION’S BUSINESS PLAN

COMPANY INFORMATION	
Business Name:	Butler-Evergreen Group
Facility Type:	Manufacturing Facility <input type="checkbox"/> Dispensing Facility <input checked="" type="checkbox"/>
Use and Occupancy Classification:	Mercantile Group M
Building Construction Type and Classification:	IIB
Facility Address:	3714 Vestal Parkway, Vestal, New York 13850
Primary Contact Telephone number:	315-587-2295
Primary Contact Fax number:	315-587-2109
<u>PART I – ARCHITECTURAL PROGRAM & CONSTRUCTION TIMELINE:</u>	
Applicant shall identify planning requirements, including but not limited to:	
<input checked="" type="checkbox"/>	TOWN BOARD APPROVAL
<input checked="" type="checkbox"/>	PLANNING BOARD APPROVAL
<input type="checkbox"/>	ZONING BOARD OF APPEALS APPROVAL
<input checked="" type="checkbox"/>	PREPARATION OF CONSTRUCTION DOCUMENTS
<input checked="" type="checkbox"/>	BUILDING PERMIT
<input checked="" type="checkbox"/>	BIDDING PHASE
<input checked="" type="checkbox"/>	CONTRACT AWARD PHASE PER EACH APPLICABLE CONTRACTOR (Identify all that apply)
<input checked="" type="checkbox"/>	COMMENCEMENT OF CONSTRUCTION
<input checked="" type="checkbox"/>	COMPLETION OF CONSTRUCTION



Appendix B – Architectural Program

PART II – SITE PLAN(S)

Applicant shall provide the appropriate details for each of the following by identifying the location and dimension on the Site Plan attached to the application for each building location.

- | | |
|---|--|
| <input checked="" type="checkbox"/> Entrance and Exits | <input checked="" type="checkbox"/> Fire Lane and/or Fire Apparatus Road |
| <input checked="" type="checkbox"/> Public Parking Spaces | <input checked="" type="checkbox"/> Percentage of Green Space |
| <input checked="" type="checkbox"/> Staff Parking Spaces | <input checked="" type="checkbox"/> Location of Emergency Power Systems |
| <input checked="" type="checkbox"/> Accessible Parking Spaces | <input checked="" type="checkbox"/> Loading & Unloading |
| <input checked="" type="checkbox"/> Accessible Route(s) | <input checked="" type="checkbox"/> Security Gates & Fences |

PART III – ENERGY SOURCES & ENGINEERING SYSTEMS:

Applicant shall provide the following minimum information to outline the specifications relating to the energy sources and engineering systems of each building included in the application.

- Energy Source:
- | | | |
|---|--------------------------------------|--|
| <input checked="" type="checkbox"/> Natural Gas | <input type="checkbox"/> Oil | <input checked="" type="checkbox"/> Electric |
| <input type="checkbox"/> Solar | <input type="checkbox"/> Other _____ | |
- Engineering Systems:
- Heating System: Type Pkg Gas, Size >65Kbtuh Efficiency 11.0EER,
Ventilation Requirements 15 CFM/person
- Cooling System: Type Pkg Elec, Size >65Kbtuh Efficiency 11.0EER,
Ventilation Requirements 15 CFM/person
- Ventilation & Humidification Systems:
Type _____, Size _____, Efficiency _____,
Ventilation Requirements _____
- Electrical Distribution Available 200A
- Water Supply: Municipal Water Service Yes or Private Well Water _____
- Sewage: Municipal Sewer System Yes or Private Septic System _____
- Emergency Power System:
Type Gas, Size 75 kva Efficiency 80%



Appendix B – Architectural Program

Table with 2 columns: Compliance status (checkbox) and Code description. Includes codes like 2010 BUILDING CODE OF NYS, 2010 FIRE CODE OF NYS, etc.



Appendix B – Architectural Program

<p>Select Project Type: Check all that apply. Refer to the Existing Building Code for definitions.</p>	<input type="checkbox"/> New Building <input type="checkbox"/> Repair <input type="checkbox"/> Alteration Level 1 <input checked="" type="checkbox"/> Alteration Level 2	<input type="checkbox"/> Alteration Level 3 <input checked="" type="checkbox"/> Change of Occupancy <input type="checkbox"/> Addition <input type="checkbox"/> Historic Building	<input type="checkbox"/> Demolition <input checked="" type="checkbox"/> Chapter 3. Prescriptive Compliance Method <input type="checkbox"/> Chapter 13. Performance Compliance Method
<p>Select Work Involved: Check all that apply.</p>	<input checked="" type="checkbox"/> General Construction <input type="checkbox"/> Roofing <input type="checkbox"/> Asbestos Abatement/Environmental <input type="checkbox"/> Fire Alarm	<input type="checkbox"/> Structural <input checked="" type="checkbox"/> Mechanical <input checked="" type="checkbox"/> Plumbing <input checked="" type="checkbox"/> Electrical	<input checked="" type="checkbox"/> Site Work <input type="checkbox"/> Sprinkler <input type="checkbox"/> Elevators <input type="checkbox"/> Other: _____

CODE COMPLIANCE REVIEW						
<p>Applicant shall provide all applicable information in regards to the code topic and section listed below.</p> <p>1. Code Compliance Review is based on the 2010 NY State Building Code for New Construction. If any other building code applies to the location or type of construction, provide applicable code and sections that most closely relates and references the code topic and information in the code sections listed below. Provide appropriate abbreviations for other applicable codes, such as: FC: Fire Code, PC: Plumbing Code, MC: Mechanical Code, FGC: Fuel Gas Code, ECCC: Energy Conservation Code.</p> <p>2. Provide the Required standard for each applicable code section. (i.e.: area, quantity, classification type, materials, hourly separation, etc.). If section does not apply, indicate one of the following with explanation: NA: Not Applicable, NR: Not Required, NP: Not Permitted</p> <p>3. Provide your facilities "Actual" value for each required standard as per applicable code section.</p>						
No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
1	Use & Occupancy Classification	302.1 - 312		Use & occupancy of this facility. Identify all applicable materials, class and quantities regarding Table 307.1.	Existing Occupancy - Business Group B.	Proposed Occupancy - Mercantile Group M



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
2	Combustible Storage	413		All combustible storage areas and rooms, as per applicable Building and Fire Codes. Identify all combustible stored materials, area and room dimensions, all required fire separations, and exit requirements.	High-piled stock or rack storage shall comply with FC	NA - no areas in this facility are intended to contain such storage.
3	Hazardous Materials	414		All hazardous materials stored or used as per applicable Building and Fire Codes. Identify all combustible stored materials, area and room dimensions, all required fire separations, and exit requirements.	Provisions apply to buildings occupied for manufacturing, processing, dispensing, use or storage of hazardous materials	NA - no areas in this facility are intended to house hazardous materials
4	Hazardous Materials Control Areas	414.2		Provide additional information indicating number, size, materials stored, and quantity of each material.	Control Areas shall comply with 414.2.1 through 414.2.5	NA - see response to Item 3 above, no control areas are
5	Building Area & Height	501-507		Provide the building area & height Provide all calculations and cite applicable code sections for increased Building Area & Heights allowed per building code(s).	Business Group B of Type IIB Construction = 4 Stories, 55 feet in height, and 23,000	1 story, 15 feet high, 5,412 SF area, building.
6	Incidental Use Areas	508.2		Identify all Incidental Use Areas and required fire separation of occupancies on Building Plans.	Incidental Use areas shall comply with provisions of	Control / Vault area and Storage / Trash Room are



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
7	Mixed Occupancies	508.3		Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	Group B and Group M, Non-sprinklered separation required is 2 hours	NA - no mixed occupancies exist.
8	Nonseparated Uses	508.3.2		Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	Most restrictive provisions apply is uses are non-separated.	NA - occupancies will be separated according to 508.3.3
9	Separated Uses (Ratio < 1)	508.3.3		Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	Sum of ratios of separated occupancies shall not exceed one.	NA - no mixed occupancies exist.
10	Construction Classification	602		Provide Construction Classification per each building included in Application.	Type IIB - noncombustible, unprotected.	Type IIB - noncombustible, unprotected.
11	Fire Resistance Rating Req'm't for Building Elements	Table 601		Provide Fire Resistance Rating per each building element as per Table 601. Identify rating & elements on Building Plans.	Structural Frame - 0 Hours Bearing Walls (Exterior) - 0 Hours	Structural Frame - 0 Hours Bearing Walls (Exterior) - 0 Hours



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
12	Exterior Wall Fire-Resistance Rating	Table 602		Identify required fire resistance rating of exterior walls on Building Plan(s).	Fire separation distance greater than 30 feet = 0 Hours	0 Hours
13	Exterior Fire Separation Distance	Table 602		Identify required fire separation distance of exterior walls between Buildings on Plan.	Fire separation distance greater than 30 feet = 0 Hours	0 Hours
14	Fire Walls	705		Provide code information and identify all applicable required Fire Wall(s) and fire resistance requirement on Building Plans.	Fire walls provide a complete separation of buildings	NA - no fire walls are required for building or occupancy separations
15	Fire Barriers	706		Provide code information and identify all applicable required Fire Barrier(s) and fire resistance requirement on Building Plans.	Fire Barriers required by this Code of FC shall comply with this section. 2 hour fire	NA - no fire walls are required for building or occupancy separations
16	Shaft Enclosures	707		Provide code information and identify all applicable required Shaft Wall(s) and fire resistance requirement on Building Plans.	2 Hours where connecting four or more stories. 1 hour where connecting	NA - single story building, therefore no shaft walls exist
17	Fire Partitions	708		Provide code information and identify all applicable required Fire Partition(s) and fire resistance requirement on Building Plans.	Corridor walls as required by section 1017 shall be fire partitions	One hour fire partition provided at corridor walls.



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
18	Horizontal Assemblies	711		Provide code information and identify all applicable required Horizontal Assemblies and fire resistance requirement on Building Plans.	Fire rating not less than that required by building type	NA - building is only one story and does not include any areas requiring a
19	Fire Protection: Sprinkler System	903		Indicate Type of Sprinkler System: <input checked="" type="checkbox"/> NFPA 13 <input type="checkbox"/> NFPA 13 R <input type="checkbox"/> NFPA 13D Provide code information of all applicable requirements for Automatic Sprinkler Systems with code section cited.	Sprinklers are required throughout all Group M Occupancies where the Group M fire area exceeds	NA - building does not exceed square footage or occupancy values.
20	Alt. Fire Extinguishing System	904		Provide code information of all applicable requirements for Alternative Automatic Fire-Extinguishing Systems with code section(s) cited.	NA	NA
21	Standpipe System	905		Provide code information of all applicable requirements for Standpipe Systems with code section(s) cited.	NR	NR
22	Fire Alarm & Detection Systems	907		Provide code information of all applicable requirements for Fire Alarm System(s) with code section cited. Indicate Type of Fire Alarm System <input checked="" type="checkbox"/> Addressable <input type="checkbox"/> Hardwired (zoned)	Manual fire alarm systems are required in Group M occupancies having an occupant load of 500 or	Manual Fire Alarm system will be provided.



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
23	Emergency Alarm System	908		Provide code information of all applicable requirements for Emergency Alarm Systems with code section cited.	NA	NA
24	Fire Department Connections	912		Identify Fire Department connections in accordance with NFPA applicable standard.	NA	NA
25	Exits	1001.1 & 2		Identify on the Building Plans and documents, per each door, the following information: door width, door height, direction of swing, type of construction, hourly rating, and door closures.	Means of egress system shall be as required by this chapter.	Complies
26	Occupant Load	1004 & Table 1004.1.1		Identify the use/name of each room, dimensions of each room, and Occupant Loads per each room on the Building Plans.	Mercantile: Grade Floor Areas = 30 gross / Storage, stock shipping areas = 300	M = 98 occupants Store Room = 8 Occupants
27	Egress Width	1005		Provide egress widths & cite applicable code section(s) and requirement(s) on the Building Plans	Stairwells - 0.3 inches per occupant	Stairwells - NA Other Components - 106 x
28	Accessible Means of Egress	1007.1		Provide accessible means of egress as per Section 1007 & cite applicable code section(s) and requirement(s) on the Building Plans.	Not less than one accessible means of egress is required. Two accessible means of	Two accessible means of egress provided.



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
29	Doors, Gates, and Turnstiles	1008		Means of egress doors shall meet the requirements of this section.	32 inch minimum clear width	36 inch wide doors provided
30	Interior Stairs	1009		Identify the following information for each stairway on the Building Plan(s): the width of stairways; the height, width, depth and number of risers and treads; dimensions of landings; stairway construction type; and handrail height.	44 inch minimum width, 80 inch headroom, 7 inch max / 4 inch min riser and 11 inch minimum tread depth.	NA - no means of egress stairs exist in this building
31	Ramps	1010.1		Identify the following information of each ramp, on the Building Plan(s): width; total vertical rise; length of ramp; and handrail height.	Provisions of section shall apply to ramps used as a component of the means of	NA - no means of egress ramps exist in this building
32	Common Path of Travel	1014.3		Identify on the Building Plan(s): the length of the "Common Path of Travel" per each room as per applicable building code requirements.	Common path of egress travel shall not exceed 75 feet	55 feet is maximum Common Path of Travel per design layout
33	Exit Doorway Arrangement	1015		Identify on the Building Plan(s): applicable building code requirements for all Exits and Exit Access Doorways per each room and required exits in all buildings.	Two exits are required when occupant load of Table 1015.1 is exceeded. Doors	Two exits are provided due to occupant load and placed according to Section
34	Corridor Fire Rating	1017.1		Identify, on the Building Plan(s): all corridors with required fire resistance and the applicable fire rating.	Corridors shall be fire partitions of ratings noted on	M occupancy without sprinkler system = 1 hour



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
35	Corridor Width	1017.2		Identify on the Building Plan(s): the width of all corridors. Provide applicable code section(s) and requirement(s).	As determined by Section 1005.1 but not less than 44 inches.	60 inches provided.
36	Dead End Corridor	1017.3		Corridors shall not exceed the maximum dead end corridor length as per applicable code.	No dead ends in corridors more than 20 feet in length.	No dead-end corridors exist.
37	Number of Exits and Continuity	1019		Identify on the Building Plan(s): required number of exits, continuity and arrangement as per the applicable code requirements.	All locations shall have access to minimum number of exits per Table 1019.1	2 exits provided based on occupant load with continuity maintained throughout. See
38	Vertical Exit Enclosures	1020		Identify on the Building Plan(s): all applicable code requirements for each Vertical Exit Enclosure.	Interior exit stairways and ramps to be enclosed with fire barriers	NA - building is only one story and no vertical exits exist
39	Exit Passageways	1021		Identify on the Building Plan(s): all applicable code requirements for each Exit Passageway.	Exit passageways shall comply with the requirements of this Section.	NA - no exit passageways are provided.
40	Horizontal Exits	1022		Identify on the Building Plan(s): all applicable code requirements for each Horizontal Exit.	Horizontal exits serving as an exit in a means of egress shall comply with referenced	NA - no horizontal exits exist in building



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
41	Exterior Exit Ramps & Stairways	1023		Identify on the Building Plan(s): all applicable code requirements for each exterior exit ramps and stairways.	Exterior exit ramps and stairways serving as a	NA - no exterior exit ramps and stairways exist
42	Exit Discharge	1024		Identify on the Building Plan(s): all applicable code requirements for each Exit Discharge.	Shall be directly to exterior of building at grade or	Exits discharge at grade with direct access to a public way.
43	Accessibility	1101.1 - 1110 & ICC/A117.1(03)		Identify on the Building Plan(s): all applicable code requirements such that the design and construction of each building/facility provides accessibility to physically disabled persons.	Buildings and facilities shall be designed and constructed to be accessible.	Accessible entrances, routes, egress paths, and toilet rooms will be provided.
44	Energy Conservation	2010 NYS ECCC & IECC 2012	EBC Section 908	Identify the R-Value and U-Value of each construction component and assembly of the building envelope as required in the applicable energy and building code(s).	Renovations shall conform to the ECCC for new construction without	Existing exterior building envelope will be unaltered. If alterations is required the
45	Emergency & Standby Power	2702.1	NFPA 110 and 111	Identify emergency & Standby Power locations and specifications of the system to be provided.	Emergency Power required by this Code or the FC shall comply with this Code.	Life safety and Security Systems will be provided with batter back-up and
46	Smoke Control Systems	2702.2.2		Identify the Standby power for smoke control systems in accordance with Section 909.11 of NYS Building Code.	Smoke control systems shall be provided with stand-by power.	NA - no smoke control systems exist or are required.



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No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
47	Plumbing Fixture Count	2902.1		Identify on the Building Plan(s): the minimum plumbing facilities as per applicable plumbing code(s).	Group M: WC - 1 per 500 per sex	WC - one per sex Lavatories - one per sex
48	Available Street Water Pressure			Provide the available street or well water pressure.		80 PSI
49	Fire Apparatus Access Road	FC503.1		Identify on the Site Plan: Fire Apparatus Road, Fire Lane and other Fire Service requirements per applicable Building and Fire Codes.	Shall extend to within 150 feet of all portions of the facility where equipped with	Access is provided to all sides of the facility.

Butler Evergreen
 Medical Marijuana Program
 Application for Registration as a Registered Organization

Appendix B - Architectural Program

Facility Address: 3714 Vestal Parkway, Vestal, NY 13850

Code Compliance Review Attachment (Note that not all data fit in the provided boxes)

No.	Topic	Required Code Value/Allowed Code Value	Facility's Actual Value
1	Use & Occupancy Classification	Existing Occupancy - Business Group B	Proposed Occupancy - Mercantile Group M
2	Combustible Storage	High-piled stock or rack storage shall comply with FC	NA - no areas in this facility are intended to contain such storage
3	Hazardous Materials	Provisions apply to buildings occupied for manufacturing, processing, dispensing, use or storage of hazardous materials.	NA - no areas in this facility are intended to house hazardous materials
4	Hazardous Materials Control Area	Control Areas shall comply with 414.2.1 through 414.2.5 and the FC.	NA - see response to Item 3 above, no control areas are required
5	Building Area & Height	Business Group B of Type IIB Construction = 4 Stories, 55 feet in height, and 23,000 SF. Mercantile Group M of Type IIB Construction = 4 Stories, 55 feet in height, and 12,500 SF.	1 story, 15 feet high, 5,412 SF area, building.
6	Incidental Use Areas	Incidental Use areas shall comply with provisions of this Section	Control / Vault area and Storage / Trash Room are storage areas that exceed 100 SF - one hour fire-rated partition is provided.
7	Mixed Occupancies	Group B and Group M, Non-sprinklered separation required is 2 hours	NA - no mixed occupancies exist.

Butler Evergreen
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Appendix B - Architectural Program

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Code Compliance Review Attachment (Note that not all data fit in the provided boxes)

No.	Topic	Required Code Value/Allowed Code Value	Facility's Actual Value
8	Nonseparated Uses	Most restrictive provisions apply is uses are non-separated.	NA - occupancies will be separated according to 508.3.3
9	Separated Uses (Ratio < 1)	Sum of ratios of separated occupancies shall not exceed one.	NA - no mixed occupancies exist.
10	Construction Classification	Type IIB - noncombustible, unprotected.	Type IIB - noncombustible, unprotected.
11	Fire Resistance Rating Req'm't for Building Elements	Structural Frame - 0 Hours Bearing Walls (Exterior) - 0 Hours Bearing Walls (Interior) - 0 Hours Nonbearing Walls and Partitions (Exterior) - See Item No. 12 Nonbearing Walls and Partitions (Interior) - 0 Hours Floor Construction - 0 Hours Roof Construction - 0 Hours	Structural Frame - 0 Hours Bearing Walls (Exterior) - 0 Hours Bearing Walls (Interior) - 0 Hours Nonbearing Walls and Partitions (Exterior) - See Item No. 12 Nonbearing Walls and Partitions (Interior) - 0 Hours Floor Construction - 0 Hours
12	Exterior Wall Fire-Resistance Rating	Fire separation distance greater than 30 feet = 0 Hours	0 Hours

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Appendix B - Architectural Program

Facility Address: 3714 Vestal Parkway, Vestal, NY 13850

Code Compliance Review Attachment *(Note that not all data fit in the provided boxes)*

No.	Topic	Required Code Value/Allowed Code Value	Facility's Actual Value
13	Exterior Fire Separation Distance	Fire separation distance greater than 30 feet = 0 Hours	0 Hours
14	Fire Walls	Fire walls provide a complete separation of buildings	NA - no fire walls are required for building or occupancy separations
15	Fire Barriers	Fire Barriers required by this Code of FC shall comply with this section. 2 hour fire barrier required between Group M and B occupancies.	NA - no fire walls are required for building or occupancy separations
16	Shaft Enclosures	2 Hours where connecting four or more stories. 1 hour where connecting less than four stories	NA - single story building, therefore no shaft walls exist
17	Fire Partitions	Corridor walls as required by section 1017 shall be fire partitions.	One hour fire partition provided at corridor walls.
18	Horizontal Assemblies	Fire rating not less than that required by building type	NA - building is only one story and does not include any areas requiring a horizontal assembly
19	Fire Protection: Sprinkler System	Sprinklers are required throughout all Group M Occupancies where the Group M fire area exceeds 12,000.	NA - building does not exceed square footage or occupancy values.

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Appendix B - Architectural Program

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Code Compliance Review Attachment (*Note that not all data fit in the provided boxes*)

No.	Topic	Required Code Value/Allowed Code Value	Facility's Actual Value
20	Alt. Fire Extinguishing System	NA	NA
21	Standpipe System	NR	NR
22	Fire Alarm & Detection Systems	Manual fire alarm systems are required in Group M occupancies having an occupant load of 500 or more persons. Fire detection is required where areas of Group M occupancies are not protected by an automatic sprinkler system and that have an occupant load of more than 100 people.	Manual Fire Alarm system will be provided.
23	Emergency Alarm System	NA	NA
24	Fire Department Connections	NA	NA
25	Exits	Means of egress system shall be as required by this chapter.	Complies

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Appendix B - Architectural Program

Facility Address: 3714 Vestal Parkway, Vestal, NY 13850

Code Compliance Review Attachment (Note that not all data fit in the provided boxes)

No.	Topic	Required Code Value/Allowed Code Value	Facility's Actual Value
26	Occupant Load	Mercantile: Grade Floor Areas = 30 gross / Storage, stock, shipping areas = 300 gross	M = 98 occupants Store Room = 8 Occupants
27	Egress Width	Stairwells - 0.3 inches per occupant Other egress components = 0.2 inches per occupant	Stairwells - NA Other Components - $106 \times 0.2 = 21.2$ inches. Therefore, minimum requirements noted elsewhere shall apply.
28	Accessible Means of Egress	Not less than one accessible means of egress is required. Two accessible means of egress are required,	Two accessible means of egress provided.
29	Doors, Gates, and Turnstiles	32 inch minimum clear width and maximum width of 48 inches. Side-hinged swinging in the direction of egress travel. 15 pound operating force entrance doors / 5 pound force for interior doors without closers.	36 inch wide doors provided (32 inch clear) meeting all noted requirements.
30	Interior Stairs	44 inch minimum width, 80 inch headroom, 7 inch max / 4 inch min riser and 11 inch minimum tread depth.	NA - no means of egress stairs exist in this building
31	Ramps	Provisions of section shall apply to ramps used as a component of the means of egress	NA - no means of egress ramps exist in this building
32	Common Path of Travel	Common path of egress travel shall not exceed 75 feet.	55 feet is maximum Common Path of Travel per design layout.

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Appendix B - Architectural Program

Facility Address: 3714 Vestal Parkway, Vestal, NY 13850

Code Compliance Review Attachment *(Note that not all data fit in the provided boxes)*

No.	Topic	Required Code Value/Allowed Code Value	Facility's Actual Value
33	Exit Doorway Arrangement	Two exits are required when occupant load of Table 1015.1 is exceeded. Doors shall be unobstructed at all times and placed at a distance apart equal to not less than one-half of the length of the maximum overall building dimension.	Two exits are provided due to occupant load and placed according to Section 1015.2.1
34	Corridor Fire Rating	Corridors shall be fire partitions of ratings noted on Table 1017.1	M occupancy without sprinkler system = 1 hour rated fire partitions are provided.
35	Corridor Width	As determined by Section 1005.1 but not less than 44 inches.	60 inches provided.
36	Dead End Corridor	No dead ends in corridors more than 20 feet in length.	No dead-end corridors exist.
37	Number of Exits and Continuity	All locations shall have access to minimum number of exits per Table 1019.1. Shall be continuous from entry into exit to the exit discharge and doors arranged per 1015.2	2 exits provided based on occupant load with continuity maintained throughout. See Item 33 for exit door arrangement.
38	Vertical Exit Enclosures	Interior exit stairways and ramps to be enclosed with fire barriers	NA - building is only one story and no vertical exits exist
39	Exit Passageways	Exit passageways shall comply with the requirements of this Section,	NA - no exit passageways are provided.

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Facility Address: 3714 Vestal Parkway, Vestal, NY 13850

Code Compliance Review Attachment *(Note that not all data fit in the provided boxes)*

No.	Topic	Required Code Value/Allowed Code Value	Facility's Actual Value
40	Horizontal Exits	Horizontal exits serving as an exit in a means of egress shall comply with referenced section	NA - no horizontal exits exist in building
41	Exterior Exit Ramps & Stairways	Exterior exit ramps and stairways serving as a means of egress shall comply with this section	NA - no exterior exit ramps and stairways exist
42	Exit Discharge	Shall be directly to exterior of building at grade or provide direct access to grade	Exits discharge at grade with direct access to a public way.
43	Accessibility	Buildings and facilities shall be designed and constructed to be accessible.	Accessible entrances, routes, egress paths, and toilet rooms will be provided.
44	Energy Conservation	Renovations shall conform to the ECCC for new construction without requiring unaltered portions to comply. Zone 5A = R-25ci Roof, R-13+R-7.5ci Walls, R-10ci for 24 inches at slabs. Doors - U-0.37 swinging and R-4.75 roll-up.	Existing exterior building envelope will be unaltered. If alterations is required the impacted areas will be designed with new insulation to comply with the ECCC.
45	Emergency & Standby Power	Emergency Power required by this Code or the FC shall comply with this Code, NFPA 110 and 111	Life safety and Security Systems will be provided with batter back-up and emergency power.

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Appendix B - Architectural Program

Facility Address: 3714 Vestal Parkway, Vestal, NY 13850

Code Compliance Review Attachment *(Note that not all data fit in the provided boxes)*

No.	Topic	Required Code Value/Allowed Code Value	Facility's Actual Value
46	Smoke Control Systems	Smoke control systems shall be provided with stand-by power.	NA - no smoke control systems exist or are required.
47	Plumbing Fixture Count	Group M: WC - 1 per 500 per sex Lavatories - 1 per 750 per sex Drinking Fountains - 1 per 1,000 1 Service Sink	Lavatories - one per sex Drinking Fountain -one Service Sink - one. One of each fixture is provided additionally for employee use.
48	Available Street Water Pressure		80 PSI
49	Fire Apparatus Access Road	Shall extend to within 150 feet of all portions of the facility where equipped with an automatic sprinkler system.	Access is provided to all sides of the facility.



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PRELIMINARY
NOT FOR
CONSTRUCTION



**BUTLER-EVERGREEN GROUP
BINGHAMTON REGION DISPENSARY
3714 VESTAL PARKWAY
VESTAL, NY 13850**

MARK	DATE	DESCRIPTION
------	------	-------------

REVISIONS

PROJECT NO: D23.005.001

DATE: MAY 2015

DRAWN BY:

DESIGNED BY:

CHECKED BY:

NO ALTERATION PERMITTED HEREON EXCEPT AS PROVIDED UNDER SECTION 7209 SUBDIVISION 2 OF THE NEW YORK EDUCATION LAW

**BINGHAMTON
SITE PLAN**

C-101

1

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3

4

Redacted pursuant to N.Y. Public Officers Law, Art. 6

D

D

C

C

B

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A

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PRELIMINARY
NOT FOR
CONSTRUCTION



BUTLER-EVERGREEN GROUP
BINGHAMTON REGION DISPENSARY
3714 VESTAL PARKWAY
VESTAL, NY 13850

MARK	DATE	DESCRIPTION
REVISIONS		

PROJECT NO: D23.005.001
 DATE: JUNE 2015
 DRAWN BY: L. M. ROYER
 DESIGNED BY: M. W. LAMONTAGNE, AIA
 CHECKED BY: R. L. SLADE, PE, RA
 NO ALTERATION PERMITTED HEREON
 EXCEPT AS PROVIDED UNDER SECTION
 7209 SUBDIVISION 2 OF THE NEW YORK
 EDUCATION LAW

FIRST FLOOR PLAN

A-101



A1 FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"

1

2

3

4

Redacted pursuant to N.Y. Public Officers Law, Art. 6



C&S Architects, Engineers & Landscape Architect, PLLC.
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PRELIMINARY
NOT FOR
CONSTRUCTION



BUTLER-EVERGREEN GROUP
BINGHAMTON REGION DISPENSARY
3714 VESTAL PARKWAY
VESTAL, NY 13850

MARK	DATE	DESCRIPTION
REVISIONS		

PROJECT NO: D23.005.001
DATE: JUNE 2015
DRAWN BY: L. M. ROYER
DESIGNED BY: M. W. LAMONTAGNE, AIA
CHECKED BY: R. L. SLADE, PE, RA

NO ALTERATION PERMITTED HEREON
EXCEPT AS PROVIDED UNDER SECTION
7209 SUBDIVISION 2 OF THE NEW YORK
EDUCATION LAW

CODE COMPLIANCE PLAN

CC-101



SCALE: 1/8"=1'-0"



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PRELIMINARY
NOT FOR
CONSTRUCTION



**BUTLER-EVERGREEN GROUP
BINGHAMTON REGION DISPENSARY
3714 VESTAL PARKWAY
VESTAL, NY 13850**

MARK	DATE	DESCRIPTION
REVISIONS		
PROJECT NO:	D23.005.001	
DATE:	MAY 2015	
DRAWN BY:	S. P. ZAFERAKIS	
DESIGNED BY:	M. A. AMARO	
CHECKED BY:	S. P. ZAFERAKIS	

NO ALTERATION PERMITTED HEREON
EXCEPT AS PROVIDED UNDER SECTION
7209 SUBDIVISION 2 OF THE NEW YORK
EDUCATION LAW

**BINGHAMTON
SITE PLAN**

EY-101

Redacted pursuant to N.Y. Public Officers Law, Art. 6



C&S Architects, Engineers, & Landscape Architect, PLLC
499 Col. Eileen Collins Blvd.
Syracuse, New York 13212
Phone: 315-455-2000
Fax: 315-455-9667
www.cscos.com

PRELIMINARY
NOT FOR
CONSTRUCTION



**MARSHALL FARMS
ELECTROMARK, INC.
WEST PORT BAY ROAD, WOLCOTT, N.Y. 14590**

MARK	DATE	DESCRIPTION
REVISIONS		

PROJECT NO:	D23.005.001
DATE:	MAY 2015
DRAWN BY:	S. P. ZAFERAKIS
DESIGNED BY:	M. A. AMARO
CHECKED BY:	S. H. SHOVA

NO ALTERATION PERMITTED HEREON
EXCEPT AS PROVIDED UNDER SECTION
7209 SUBDIVISION 2 OF THE NEW YORK
EDUCATION LAW

**BINGHAMTON
SECURITY
BUILDING PLAN**

EY-102

Jun 03, 2015 - 4:14pm F:\Project\023 - Marshall Farms\023.005.001 - MAF\Design\CADD\Sheet Files\Security Drawings\023005001_Binghamton EY-102.dwg

A1 BINGHAMTON SECURITY BUILDING PLAN

SCALE: 1/16" = 1'



Redacted pursuant to N.Y. Public Officers Law, Art. 6



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**MARSHALL FARMS
ELECTROMARK, INC.**
WEST PORT BAY ROAD, WOLCOTT, N.Y. 14590

MARK	DATE	DESCRIPTION
REVISIONS		

PROJECT NO: D23.005.001
DATE: MAY 2015
DRAWN BY: S. P. ZAFERAKIS
DESIGNED BY: M. A. AMARO
CHECKED BY: S. H. SHOVA

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7209 SUBDIVISION 2 OF THE NEW YORK
EDUCATION LAW

**BINGHAMTON
SECURITY
SCHEDULE**

EY-103

Jun 03, 2015 - 4:14pm F:\Project\023 - Marshall Farms\023.005.001 - MAF\Design\CADD\Sheet Files\Security Drawings\023005001_Binghamton EY-103.dwg

A1 BINGHAMTON SECURITY SCHEDULE

SCALE: 1/16" = 1'





TOWN OF VESTAL

Engineering Department
133 Front Street • Vestal • New York • 13850-1486

Ph (607) 786-0980

Fax (607) 786-0984

Mark Doherty
Project Manager
Butler Evergreen
6188 West Point Bay Rd
Wolcott, NY 14590

5/27/15

Re: change of tenant, 3714 Vestal Parkway East, BCTMP # 158.12-3-20.2

Dear Mark,

Reference is made to your 5/21/15 information sheet in which you noted your intent to occupy part of the referenced parcel for your biopharmaceutical company. The space you will occupy was previously used by a credit union (SEFCU).

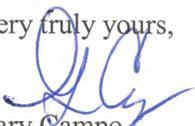
I understand that only dispensing (not ingestion) of drugs will be performed on the property.

The parcel is zoned C-1 which allows retail sales as a permitted use.

Therefore, pending securing your NYS license, your plan has been reviewed and approved with respect to the Planning Board.

Please contact our Code Dept. to obtain a building permit along with obtaining a sign permit and arranging for a fire inspection.

Very truly yours,


Gary Campo
Town Engineer

CC; Joyce Majewski, Planning Bd Chairwoman
Mark Dedrick, Code Enforcement Officer
Emil Bielecki, Town Clerk
Barb Taggart, Planning Bd secretary



Appendix B: Architectural Program

A SEPARATE "APPENDIX B" SHALL BE COMPLETED FOR EACH SEPARATE BUILDING AND/OR FACILITY INCLUDED IN THE ORGANIZATION'S BUSINESS PLAN

COMPANY INFORMATION
Business Name: Butler-Evergreen Group
Facility Type: Manufacturing Facility [] Dispensing Facility [x]
Use and Occupancy Classification: Mercantile Group M
Building Construction Type and Classification: IIB
Facility Address: 144 French Road, Buffalo, New York 14227
Primary Contact Telephone number: 315-587-2295
Primary Contact Fax number: 315-587-2109
PART I - ARCHITECTURAL PROGRAM & CONSTRUCTION TIMELINE:
Applicant shall identify planning requirements, including but not limited to:
TOWN BOARD APPROVAL [x]
PLANNING BOARD APPROVAL [x]
ZONING BOARD OF APPEALS APPROVAL []
PREPARATION OF CONSTRUCTION DOCUMENTS [x]
BUILDING PERMIT [x]
BIDDING PHASE [x]
CONTRACT AWARD PHASE PER EACH APPLICABLE CONTRACTOR (Identify all that apply) [x]
COMMENCEMENT OF CONSTRUCTION [x]
COMPLETION OF CONSTRUCTION [x]



Appendix B – Architectural Program

Table with 2 columns: Compliance status (checkbox) and Code description. Includes codes like 2010 BUILDING CODE OF NYS, 2010 FIRE CODE OF NYS, etc.



Appendix B – Architectural Program

<p>Select Project Type: Check all that apply. Refer to the Existing Building Code for definitions.</p>	<input type="checkbox"/> New Building <input type="checkbox"/> Repair <input type="checkbox"/> Alteration Level 1 <input checked="" type="checkbox"/> Alteration Level 2	<input type="checkbox"/> Alteration Level 3 <input checked="" type="checkbox"/> Change of Occupancy <input type="checkbox"/> Addition <input type="checkbox"/> Historic Building	<input type="checkbox"/> Demolition <input checked="" type="checkbox"/> Chapter 3. Prescriptive Compliance Method <input type="checkbox"/> Chapter 13. Performance Compliance Method
<p>Select Work Involved: Check all that apply.</p>	<input checked="" type="checkbox"/> General Construction <input type="checkbox"/> Roofing <input type="checkbox"/> Asbestos Abatement/Environmental <input type="checkbox"/> Fire Alarm	<input type="checkbox"/> Structural <input checked="" type="checkbox"/> Mechanical <input checked="" type="checkbox"/> Plumbing <input checked="" type="checkbox"/> Electrical	<input checked="" type="checkbox"/> Site Work <input type="checkbox"/> Sprinkler <input type="checkbox"/> Elevators <input type="checkbox"/> Other: _____

CODE COMPLIANCE REVIEW						
Applicant shall provide all applicable information in regards to the code topic and section listed below.						
1. Code Compliance Review is based on the 2010 NY State Building Code for New Construction. If any other building code applies to the location or type of construction, provide applicable code and sections that most closely relates and references the code topic and information in the code sections listed below. Provide appropriate abbreviations for other applicable codes, such as: FC: Fire Code, PC: Plumbing Code, MC: Mechanical Code, FGC: Fuel Gas Code, ECCC: Energy Conservation Code.						
2. Provide the Required standard for each applicable code section. (i.e.: area, quantity, classification type, materials, hourly separation, etc.). If section does not apply, indicate one of the following with explanation: NA: Not Applicable, NR: Not Required, NP: Not Permitted						
3. Provide your facilities "Actual" value for each required standard as per applicable code section.						
No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
1	Use & Occupancy Classification	302.1 - 312		Use & occupancy of this facility. Identify all applicable materials, class and quantities regarding Table 307.1.	Existing Occupancy - Business Group B.	Proposed Occupancy - Mercantile Group M



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
2	Combustible Storage	413		All combustible storage areas and rooms, as per applicable Building and Fire Codes. Identify all combustible stored materials, area and room dimensions, all required fire separations, and exit requirements.	High-piled stock or rack storage shall comply with FC	NA - no areas in this facility are intended to contain such storage.
3	Hazardous Materials	414		All hazardous materials stored or used as per applicable Building and Fire Codes. Identify all combustible stored materials, area and room dimensions, all required fire separations, and exit requirements.	Provisions apply to buildings occupied for manufacturing, processing, dispensing, use or storage of hazardous materials	NA - no areas in this facility are intended to house hazardous materials
4	Hazardous Materials Control Areas	414.2		Provide additional information indicating number, size, materials stored, and quantity of each material.	Control Areas shall comply with 414.2.1 through 414.2.5	NA - see response to Item 3 above, no control areas are
5	Building Area & Height	501-507		Provide the building area & height Provide all calculations and cite applicable code sections for increased Building Area & Heights allowed per building code(s).	Business Group B of Type IIB Construction = 4 Stories, 55 feet in height, and 23,000	1 story, 15 feet high, 3,000 SF area, building.
6	Incidental Use Areas	508.2		Identify all Incidental Use Areas and required fire separation of occupancies on Building Plans.	Incidental Use areas shall comply with provisions of	Control / Vault area is a storage areas that exceeds



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
7	Mixed Occupancies	508.3		Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	Group B and Group M, Non-sprinklered separation required is 2 hours	NA - no mixed occupancies exist.
8	Nonseparated Uses	508.3.2		Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	Most restrictive provisions apply is uses are non-separated.	NA - occupancies will be separated according to 508.3.3
9	Separated Uses (Ratio < 1)	508.3.3		Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	Sum of ratios of separated occupancies shall not exceed one.	NA - no mixed occupancies exist.
10	Construction Classification	602		Provide Construction Classification per each building included in Application.	Type IIB - noncombustible, unprotected.	Type IIB - noncombustible, unprotected.
11	Fire Resistance Rating Req'm't for Building Elements	Table 601		Provide Fire Resistance Rating per each building element as per Table 601. Identify rating & elements on Building Plans.	Structural Frame - 0 Hours Bearing Walls (Exterior) - 0 Hours	Structural Frame - 0 Hours Bearing Walls (Exterior) - 0 Hours



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
12	Exterior Wall Fire-Resistance Rating	Table 602		Identify required fire resistance rating of exterior walls on Building Plan(s).	Fire separation distance greater than 30 feet = 0 Hours	0 Hours
13	Exterior Fire Separation Distance	Table 602		Identify required fire separation distance of exterior walls between Buildings on Plan.	Fire separation distance greater than 30 feet = 0 Hours	0 Hours
14	Fire Walls	705		Provide code information and identify all applicable required Fire Wall(s) and fire resistance requirement on Building Plans.	Fire walls provide a complete separation of buildings	NA - no fire walls are required for building or occupancy separations
15	Fire Barriers	706		Provide code information and identify all applicable required Fire Barrier(s) and fire resistance requirement on Building Plans.	Fire Barriers required by this Code of FC shall comply with this section. 2 hour fire	NA - no fire walls are required for building or occupancy separations
16	Shaft Enclosures	707		Provide code information and identify all applicable required Shaft Wall(s) and fire resistance requirement on Building Plans.	2 Hours where connecting four or more stories. 1 hour where connecting	NA - single story building, therefore no shaft walls exist
17	Fire Partitions	708		Provide code information and identify all applicable required Fire Partition(s) and fire resistance requirement on Building Plans.	Corridor walls as required by section 1017 shall be fire partitions	One hour fire partition provided at corridor walls.



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
18	Horizontal Assemblies	711		Provide code information and identify all applicable required Horizontal Assemblies and fire resistance requirement on Building Plans.	Fire rating not less than that required by building type	NA - building is only one story and does not include any areas requiring a
19	Fire Protection: Sprinkler System	903		Indicate Type of Sprinkler System: <input checked="" type="checkbox"/> NFPA 13 <input type="checkbox"/> NFPA 13 R <input type="checkbox"/> NFPA 13D Provide code information of all applicable requirements for Automatic Sprinkler Systems with code section cited.	Sprinklers are required throughout all Group M Occupancies where the Group M fire area exceeds	NA - building does not exceed square footage or occupancy values.
20	Alt. Fire Extinguishing System	904		Provide code information of all applicable requirements for Alternative Automatic Fire-Extinguishing Systems with code section(s) cited.	NA	NA
21	Standpipe System	905		Provide code information of all applicable requirements for Standpipe Systems with code section(s) cited.	NR	NR
22	Fire Alarm & Detection Systems	907		Provide code information of all applicable requirements for Fire Alarm System(s) with code section cited. Indicate Type of Fire Alarm System <input checked="" type="checkbox"/> Addressable <input type="checkbox"/> Hardwired (zoned)	Manual fire alarm systems are required in Group M occupancies having an occupant load of 500 or	Manual Fire Alarm system will be provided.



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
23	Emergency Alarm System	908		Provide code information of all applicable requirements for Emergency Alarm Systems with code section cited.	NA	NA
24	Fire Department Connections	912		Identify Fire Department connections in accordance with NFPA applicable standard.	NA	NA
25	Exits	1001.1 & 2		Identify on the Building Plans and documents, per each door, the following information: door width, door height, direction of swing, type of construction, hourly rating, and door closures.	Means of egress system shall be as required by this chapter.	Complies
26	Occupant Load	1004 & Table 1004.1.1		Identify the use/name of each room, dimensions of each room, and Occupant Loads per each room on the Building Plans.	Mercantile: Grade Floor Areas = 30 gross / Storage, stock shipping areas = 300	M = 72 occupants Store Room = 7 Occupants
27	Egress Width	1005		Provide egress widths & cite applicable code section(s) and requirement(s) on the Building Plans	Stairwells - 0.3 inches per occupant	Stairwells - NA Other Components - 79 x 0.2
28	Accessible Means of Egress	1007.1		Provide accessible means of egress as per Section 1007 & cite applicable code section(s) and requirement(s) on the Building Plans.	Not less than one accessible means of egress is required. Two accessible means of	Two accessible means of egress provided.



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
29	Doors, Gates, and Turnstiles	1008		Means of egress doors shall meet the requirements of this section.	32 inch minimum clear width	36 inch wide doors provided
30	Interior Stairs	1009		Identify the following information for each stairway on the Building Plan(s): the width of stairways; the height, width, depth and number of risers and treads; dimensions of landings; stairway construction type; and handrail height.	44 inch minimum width, 80 inch headroom, 7 inch max / 4 inch min riser and 11 inch minimum tread depth.	NA - no means of egress stairs exist in this building
31	Ramps	1010.1		Identify the following information of each ramp, on the Building Plan(s): width; total vertical rise; length of ramp; and handrail height.	Provisions of section shall apply to ramps used as a component of the means of	NA - no means of egress ramps exist in this building
32	Common Path of Travel	1014.3		Identify on the Building Plan(s): the length of the "Common Path of Travel" per each room as per applicable building code requirements.	Common path of egress travel shall not exceed 75 feet	36 feet is maximum Common Path of Travel per design layout
33	Exit Doorway Arrangement	1015		Identify on the Building Plan(s): applicable building code requirements for all Exits and Exit Access Doorways per each room and required exits in all buildings.	Two exits are required when occupant load of Table 1015.1 is exceeded. Doors	Two exits are provided due to occupant load and placed according to Section
34	Corridor Fire Rating	1017.1		Identify, on the Building Plan(s): all corridors with required fire resistance and the applicable fire rating.	Corridors shall be fire partitions of ratings noted on	M occupancy without sprinkler system = 1 hour



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
35	Corridor Width	1017.2		Identify on the Building Plan(s): the width of all corridors. Provide applicable code section(s) and requirement(s).	As determined by Section 1005.1 but not less than 44 inches.	48 inches provided.
36	Dead End Corridor	1017.3		Corridors shall not exceed the maximum dead end corridor length as per applicable code.	No dead ends in corridors more than 20 feet in length.	No dead-end corridors exist.
37	Number of Exits and Continuity	1019		Identify on the Building Plan(s): required number of exits, continuity and arrangement as per the applicable code requirements.	All locations shall have access to minimum number of exits per Table 1019.1	2 exits provided based on occupant load with continuity maintained throughout. See
38	Vertical Exit Enclosures	1020		Identify on the Building Plan(s): all applicable code requirements for each Vertical Exit Enclosure.	Interior exit stairways and ramps to be enclosed with fire barriers	NA - building is only one story and no vertical exits exist
39	Exit Passageways	1021		Identify on the Building Plan(s): all applicable code requirements for each Exit Passageway.	Exit passageways shall comply with the requirements of this Section.	NA - no exit passageways are provided.
40	Horizontal Exits	1022		Identify on the Building Plan(s): all applicable code requirements for each Horizontal Exit.	Horizontal exits serving as an exit in a means of egress shall comply with referenced	NA - no horizontal exits exist in building



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
41	Exterior Exit Ramps & Stairways	1023		Identify on the Building Plan(s): all applicable code requirements for each exterior exit ramps and stairways.	Exterior exit ramps and stairways serving as a	NA - no exterior exit ramps and stairways exist
42	Exit Discharge	1024		Identify on the Building Plan(s): all applicable code requirements for each Exit Discharge.	Shall be directly to exterior of building at grade or	Exits discharge at grade with direct access to a public way.
43	Accessibility	1101.1 - 1110 & ICC/A117.1(03)		Identify on the Building Plan(s): all applicable code requirements such that the design and construction of each building/facility provides accessibility to physically disabled persons.	Buildings and facilities shall be designed and constructed to be accessible.	Accessible entrances, routes, egress paths, and toilet rooms will be provided.
44	Energy Conservation	2010 NYS ECCC & IECC 2012	EBC Section 908	Identify the R-Value and U-Value of each construction component and assembly of the building envelope as required in the applicable energy and building code(s).	Renovations shall conform to the ECCC for new construction without	Existing exterior building envelope will be unaltered. If alterations is required the
45	Emergency & Standby Power	2702.1	NFPA 110 and 111	Identify emergency & Standby Power locations and specifications of the system to be provided.	Emergency Power required by this Code or the FC shall comply with this Code.	Life safety and Security Systems will be provided with batter back-up and
46	Smoke Control Systems	2702.2.2		Identify the Standby power for smoke control systems in accordance with Section 909.11 of NYS Building Code.	Smoke control systems shall be provided with stand-by power.	NA - no smoke control systems exist or are required.



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
47	Plumbing Fixture Count	2902.1		Identify on the Building Plan(s): the minimum plumbing facilities as per applicable plumbing code(s).	Group M: WC - 1 per 500 per sex	WC - one per sex Lavatories - one per sex
48	Available Street Water Pressure			Provide the available street or well water pressure.		80 PSI
49	Fire Apparatus Access Road	FC503.1		Identify on the Site Plan: Fire Apparatus Road, Fire Lane and other Fire Service requirements per applicable Building and Fire Codes.	Shall extend to within 150 feet of all portions of the facility where equipped with	Access is provided to all sides of the facility.

Butler Evergreen
 Medical Marijuana Program
 Application for Registration as a Registered Organization

Appendix B - Architectural Program

Facility Address: 144 French Road, Buffalo, New York 14227

Code Compliance Review Attachment (Note that not all data fit in the provided boxes)

No.	Topic	Required Code Value/Allowed Code Value	Facility's Actual Value
1	Use & Occupancy Classification	Existing Occupancy - Business Group B	Proposed Occupancy - Mercantile Group M
2	Combustible Storage	High-piled stock or rack storage shall comply with FC	NA - no areas in this facility are intended to contain such storage
3	Hazardous Materials	Provisions apply to buildings occupied for manufacturing, processing, dispensing, use or storage of hazardous materials.	NA - no areas in this facility are intended to house hazardous materials
4	Hazardous Materials Control Area	Control Areas shall comply with 414.2.1 through 414.2.5 and the FC.	NA - see response to Item 3 above, no control areas are required
5	Building Area & Height	Business Group B of Type IIB Construction = 4 Stories, 55 feet in height, and 23,000 SF. Mercantile Group M of Type IIB Construction = 4 Stories, 55 feet in height, and 12,500 SF.	1 story, 15 feet high, 3,000 SF area, building.
6	Incidental Use Areas	Incidental Use areas shall comply with provisions of this Section	Control / Vault area is a storage areas that exceeds 100 SF - one hour fire-rated partition is provided.
7	Mixed Occupancies	Group B and Group M, Non-sprinklered separation required is 2 hours	NA - no mixed occupancies exist.

Butler Evergreen
 Medical Marijuana Program
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Appendix B - Architectural Program

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Code Compliance Review Attachment *(Note that not all data fit in the provided boxes)*

No.	Topic	Required Code Value/Allowed Code Value	Facility's Actual Value
8	Nonseparated Uses	Most restrictive provisions apply is uses are non-separated.	NA - occupancies will be separated according to 508.3.3
9	Separated Uses (Ratio < 1)	Sum of ratios of separated occupancies shall not exceed one.	NA - no mixed occupancies exist.
10	Construction Classification	Type IIB - noncombustible, unprotected.	Type IIB - noncombustible, unprotected.
11	Fire Resistance Rating Req'm't for Building Elements	Structural Frame - 0 Hours Bearing Walls (Exterior) - 0 Hours Bearing Walls (Interior) - 0 Hours Nonbearing Walls and Partitions (Exterior) - See Item No. 12 Nonbearing Walls and Partitions (Interior) - 0 Hours Floor Construction - 0 Hours Roof Construction - 0 Hours	Structural Frame - 0 Hours Bearing Walls (Exterior) - 0 Hours Bearing Walls (Interior) - 0 Hours Nonbearing Walls and Partitions (Exterior) - See Item No. 12 Nonbearing Walls and Partitions (Interior) - 0 Hours Floor Construction - 0 Hours Roof Construction - 0 Hours
12	Exterior Wall Fire-Resistance Rating	Fire separation distance greater than 30 feet = 0 Hours	0 Hours

Butler Evergreen
 Medical Marijuana Program
 Application for Registration as a Registered Organization

Appendix B - Architectural Program

Facility Address: 144 French Road, Buffalo, New York 14227

Code Compliance Review Attachment (*Note that not all data fit in the provided boxes*)

No.	Topic	Required Code Value/Allowed Code Value	Facility's Actual Value
13	Exterior Fire Separation Distance	Fire separation distance greater than 30 feet = 0 Hours	0 Hours
14	Fire Walls	Fire walls provide a complete separation of buildings	NA - no fire walls are required for building or occupancy separations
15	Fire Barriers	Fire Barriers required by this Code of FC shall comply with this section. 2 hour fire barrier required between Group M and B occupancies.	NA - no fire walls are required for building or occupancy separations
16	Shaft Enclosures	2 Hours where connecting four or more stories. 1 hour where connecting less than four stories	NA - single story building, therefore no shaft walls exist
17	Fire Partitions	Corridor walls as required by section 1017 shall be fire partitions.	One hour fire partition provided at corridor walls.
18	Horizontal Assemblies	Fire rating not less than that required by building type	NA - building is only one story and does not include any areas requiring a horizontal assembly
19	Fire Protection: Sprinkler System	Sprinklers are required throughout all Group M Occupancies where the Group M fire area exceeds 12,000.	NA - building does not exceed square footage or occupancy values.

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 Medical Marijuana Program
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Appendix B - Architectural Program

Facility Address: 144 French Road, Buffalo, New York 14227

Code Compliance Review Attachment *(Note that not all data fit in the provided boxes)*

No.	Topic	Required Code Value/Allowed Code Value	Facility's Actual Value
20	Alt. Fire Extinguishing System	NA	NA
21	Standpipe System	NR	NR
22	Fire Alarm & Detection Systems	Manual fire alarm systems are required in Group M occupancies having an occupant load of 500 or more persons. Fire detection is required where areas of Group M occupancies are not protected by an automatic sprinkler system and that have an occupant load of more than 100 people.	Manual Fire Alarm system will be provided.
23	Emergency Alarm System	NA	NA
24	Fire Department Connections	NA	NA
25	Exits	Means of egress system shall be as required by this chapter.	Complies

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 Medical Marijuana Program
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Appendix B - Architectural Program

Facility Address: 144 French Road, Buffalo, New York 14227

Code Compliance Review Attachment (Note that not all data fit in the provided boxes)

No.	Topic	Required Code Value/Allowed Code Value	Facility's Actual Value
26	Occupant Load	Mercantile: Grade Floor Areas = 30 gross / Storage, stock, shipping areas = 300 gross	M = 72 occupants Store Room = 7 Occupants
27	Egress Width	Stairwells - 0.3 inches per occupant Other egress components = 0.2 inches per occupant	Stairwells - NA Other Components - $79 \times 0.2 = 15.8$ inches. Therefore, minimum requirements noted elsewhere shall apply.
28	Accessible Means of Egress	Not less than one accessible means of egress is required. Two accessible means of egress are required,	Two accessible means of egress provided.
29	Doors, Gates, and Turnstiles	32 inch minimum clear width and maximum width of 48 inches. Side-hinged swinging in the direction of egress travel. 15 pound operating force entrance doors / 5 pound force for interior doors without closers.	36 inch wide doors provided (32 inch clear) meeting all noted requirements.
30	Interior Stairs	44 inch minimum width, 80 inch headroom, 7 inch max / 4 inch min riser and 11 inch minimum tread depth.	NA - no means of egress stairs exist in this building
31	Ramps	Provisions of section shall apply to ramps used as a component of the means of egress	NA - no means of egress ramps exist in this building
32	Common Path of Travel	Common path of egress travel shall not exceed 75 feet.	6 feet is maximum Common Path of Travel per design layout.

Butler Evergreen
 Medical Marijuana Program
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Appendix B - Architectural Program

Facility Address: 144 French Road, Buffalo, New York 14227

Code Compliance Review Attachment (*Note that not all data fit in the provided boxes*)

No.	Topic	Required Code Value/Allowed Code Value	Facility's Actual Value
33	Exit Doorway Arrangement	Two exits are required when occupant load of Table 1015.1 is exceeded. Doors shall be unobstructed at all times and placed at a distance apart equal to not less than one-half of the length of the maximum overall building dimension.	Two exits are provided due to occupant load and placed according to Section 1015.2.1
34	Corridor Fire Rating	Corridors shall be fire partitions of ratings noted on Table 1017.1	M occupancy without sprinkler system = 1 hour rated fire partitions are provided.
35	Corridor Width	As determined by Section 1005.1 but not less than 44 inches.	48 inches provided.
36	Dead End Corridor	No dead ends in corridors more than 20 feet in length.	
37	Number of Exits and Continuity	All locations shall have access to minimum number of exits per Table 1019.1. Shall be continuous from entry into exit to the exit discharge and doors arranged per 1015.2	2 exits provided based on occupant load with continuity maintained throughout. See Item 33 for exit door arrangement.
38	Vertical Exit Enclosures	Interior exit stairways and ramps to be enclosed with fire barriers	NA - building is only one story and no vertical exits exist
39	Exit Passageways	Exit passageways shall comply with the requirements of this Section,	NA - no exit passageways are provided.

Butler Evergreen
 Medical Marijuana Program
 Application for Registration as a Registered Organization

Appendix B - Architectural Program

Facility Address: 144 French Road, Buffalo, New York 14227

Code Compliance Review Attachment (*Note that not all data fit in the provided boxes*)

No.	Topic	Required Code Value/Allowed Code Value	Facility's Actual Value
40	Horizontal Exits	Horizontal exits serving as an exit in a means of egress shall comply with referenced section	NA - no horizontal exits exist in building
41	Exterior Exit Ramps & Stairways	Exterior exit ramps and stairways serving as a means of egress shall comply with this section	NA - no exterior exit ramps and stairways exist
42	Exit Discharge	Shall be directly to exterior of building at grade or provide direct access to grade	Exit Discharge at grade
43	Accessibility	Buildings and facilities shall be designed and constructed to be accessible.	Accessible entrances, routes, egress paths, and toilet rooms will be provided.
44	Energy Conservation	Renovations shall conform to the ECCC for new construction without requiring unaltered portions to comply. Zone 5A = R-25ci Roof, R-13+R-7.5ci Walls, R-10ci for 24 inches at slabs. Doors - U-0.37 swinging and R-4.75 roll-up.	Existing exterior building envelope will be unaltered. If alterations is required the impacted areas will be designed with new insulation to comply with the ECCC.
45	Emergency & Standby Power	Emergency Power required by this Code or the FC shall comply with this Code, NFPA 110 and 111	Life safety and Security Systems will be provided with batter back-up and emergency power.

Butler Evergreen
 Medical Marijuana Program
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Appendix B - Architectural Program

Facility Address: 144 French Road, Buffalo, New York 14227

Code Compliance Review Attachment *(Note that not all data fit in the provided boxes)*

No.	Topic	Required Code Value/Allowed Code Value	Facility's Actual Value
46	Smoke Control Systems	Smoke control systems shall be provided with stand-by power.	NA - no smoke control systems exist or are required.
47	Plumbing Fixture Count	Group M: WC - 1 per 500 per sex Lavatories - 1 per 750 per sex Drinking Fountains - 1 per 1,000 1 Service Sink	WC - one per sex Lavatories - one per sex Drinking Fountain -one Service Sink - one. One of each fixture is provided additionally for employee use.
48	Available Street Water Pressure		80 PSI
49	Fire Apparatus Access Road	Shall extend to within 150 feet of all portions of the facility where equipped with an automatic sprinkler system.	Access is provided to all sides of the facility.



C&S Architects, Engineers, & Landscape Architect, PLLC
499 Col. Eileen Collins Blvd.
Syracuse, New York 13212
Phone: 315-455-2000
Fax: 315-455-9667
www.cscos.com

PRELIMINARY
NOT FOR
CONSTRUCTION



**BUTLER-EVERGREEN GROUP
BUFFALO REGION DISPENSARY
144 FRENCH ROAD
BUFFALO, NY 14227**

MARK	DATE	DESCRIPTION
REVISIONS		
PROJECT NO:	D23.005.001	
DATE:	MAY 2015	
DRAWN BY:		
DESIGNED BY:		
CHECKED BY:		

NO ALTERATION PERMITTED HEREON EXCEPT AS PROVIDED UNDER SECTION 7209 SUBDIVISION 2 OF THE NEW YORK EDUCATION LAW

**BUFFALO
SITE PLAN**

C-101

Redacted pursuant to N.Y. Public Officers Law, Art. 6



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Fax: 315-455-9667
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NOT FOR
CONSTRUCTION



BUTLER-EVERGREEN GROUP
BUFFALO REGION DISPENSARY
144 FRENCH ROAD
BUFFALO, NY 14227

MARK	DATE	DESCRIPTION
REVISIONS		

PROJECT NO: D23.005.001
 DATE: JUNE 2015
 DRAWN BY: L. M. ROYER
 DESIGNED BY: M. W. LAMONTAGNE, AIA
 CHECKED BY: R. L. SLADE, PE, RA
 NO ALTERATION PERMITTED HEREON
 EXCEPT AS PROVIDED UNDER SECTION
 7209 SUBDIVISION 2 OF THE NEW YORK
 EDUCATION LAW

FIRST FLOOR PLAN

A-101



A1 FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"

Redacted pursuant to N.Y. Public Officers Law, Art. 6



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BUTLER-EVERGREEN GROUP
BUFFALO REGION DISPENSARY
144 FRENCH ROAD
BUFFALO, NY 14227

MARK	DATE	DESCRIPTION
REVISIONS		

PROJECT NO: D23.005.001
 DATE: JUNE 2015
 DRAWN BY: L. M. ROYER
 DESIGNED BY: M. W. LAMONTAGNE, AIA
 CHECKED BY: R. L. SLADE, PE, RA
 NO ALTERATION PERMITTED HEREON
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 EDUCATION LAW

CODE COMPLIANCE PLAN

CC-101



A1 CODE COMPLIANCE PLAN
SCALE: 1/8" = 1'-0"



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CONSTRUCTION



**BUTLER-EVERGREEN GROUP
BUFFALO REGION DISPENSARY
144 FRENCH ROAD
BUFFALO, NY 14227**

MARK	DATE	DESCRIPTION
REVISIONS		
PROJECT NO:	D23.005.001	
DATE:	MAY 2015	
DRAWN BY:	S. P. ZAFERAKIS	
DESIGNED BY:	M.A. AMARO	
CHECKED BY:	S. H. SHOVA	

NO ALTERATION PERMITTED HEREON
EXCEPT AS PROVIDED UNDER SECTION
7209 SUBDIVISION 2 OF THE NEW YORK
EDUCATION LAW

**BUFFALO
SECURITY
SITE PLAN**

EY-101

Redacted pursuant to N.Y. Public Officers Law, Art. 6



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Phone: 315-455-2000
Fax: 315-455-9667
www.cscos.com

PRELIMINARY
NOT FOR
CONSTRUCTION



**MARSHALL FARMS
ELECTROMARK, INC.
WEST PORT BAY ROAD, WOLCOTT, N.Y. 14590**

MARK	DATE	DESCRIPTION
REVISIONS		

PROJECT NO: D23.005.001
 DATE: MAY 2015
 DRAWN BY: S. P. ZAFERAKIS
 DESIGNED BY: M. A. AMARO
 CHECKED BY: S. H. SHOVA

NO ALTERATION PERMITTED HEREON EXCEPT AS PROVIDED UNDER SECTION 7209 SUBDIVISION 2 OF THE NEW YORK EDUCATION LAW

BUFFALO SECURITY BUILDING PLAN

EY-102

Jun 03, 2015 - 4:15pm F:\Project\023 - Marshall Farms\023.005.001 - MAF\Design\CADD\Sheet Files\Security Drawings\023005001_Buffalo EY-102.dwg

A1 BUFFALO SECURITY BUILDING PLAN

SCALE: 1/8" = 1'



Redacted pursuant to N.Y. Public Officers Law, Art. 6



C&S Architects, Engineers, & Landscape Architect, PLLC
499 Col. Eileen Collins Blvd.
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Phone: 315-455-2000
Fax: 315-455-9667
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PRELIMINARY
NOT FOR
CONSTRUCTION



**MARSHALL FARMS
ELECTROMARK, INC.
WEST PORT BAY ROAD, WOLCOTT, N.Y. 14590**

MARK	DATE	DESCRIPTION
REVISIONS		

PROJECT NO:	D23.005.001
DATE:	MAY 2015
DRAWN BY:	S. P. ZAFERAKIS
DESIGNED BY:	M. A. AMARO
CHECKED BY:	S. H. SHOVA

NO ALTERATION PERMITTED HEREON
EXCEPT AS PROVIDED UNDER SECTION
7209 SUBDIVISION 2 OF THE NEW YORK
EDUCATION LAW

**BUFFALO
SECURITY
SCHEDULE**

EY-103

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A1 BUFFALO SECURITY SCHEDULE

SCALE: 1/8" = 1'



The Town of Cheektowaga



Office of Building and Plumbing Inspections
275 Alexander Avenue
Alexander Community Center- Second Floor
Cheektowaga, New York 14211
(716) 686-3490

June 3, 2015 (email facsimile)

Mark Doherty, Project Manager
Butler Evergreen
6188 West Port Bay Road
Wolcott, NY 14590

RE: 144 French Road, Cheektowaga, New York
Re-Use as a Pharmaceutical Dispensary, Including Dispensing Medical Marihuana

To Whom It May Concern:

Please be advised that the subject property is currently zoned M1- Light Manufacturing as shown on the attached zoning map excerpt. The premises however was previously issued a Use Variance by the Cheektowaga Zoning Board of Appeals on February 28, 2002 for the premises to continue to be utilized for those uses permitted in the C- Retail zoning District, as shown by the attached decision.

The re-use of the subject premises for a Pharmaceutical Dispensary including dispensing medical marihuana, would be permitted as of right, similar to retail pharmacies. Prior to utilization of the premises a "change in commercial occupant permit" will have to be obtained from this office for any proposed alterations and use of the premises. At such time of permit application submittal, alteration plans must be provided, prepared by a NYS licensed Architect or Professional Engineer meeting the minimum requirements of the Existing Building Code of NYS- 2010.

Sincerely,
TOWN OF CHEEKTOWAGA

A handwritten signature in blue ink that reads "Daniel J. Ulatowski".

Daniel J. Ulatowski, AICP, Town Planner

cc. Kevin Schenk, Town Attorney
Carla Kosmerl, Dir. Community Development

DECISION OF THE ZONING BOARD OF APPEALS

CHEEKTOWAGA, NEW YORK

WHEREAS, BCT, INC./S. HOPKINS
HAS MADE APPLICATION FOR A VARIANCE UNDER ARTICLE (S) VII,
SECTION (S) 260-65 OF THE ZONING ORDINANCE
FOR PROPERTY LOCATED AT 144 FRENCH ROAD, AND

WHEREAS, A PUBLIC HEARING WAS HELD ON THE 20TH DAY
OF FEBRUARY, 2002, AFTER PROPER NOTICE AND,

WHEREAS, THE APPLICANT DESIRES TO RE-ESTABLISH HIS NON-
CONFORMING RETAIL USE, WHEREAS, LAW DOES NOT PERMIT THE RE-
ESTABLISHMENT OF SUCH NON-CONFORMING USE IF ABANDONED FOR
ONE YEAR OR GREATER, AND

WHEREAS, THIS BOARD, AFTER REVIEWING THE APPLICATION, AND
CONDUCTING A PUBLIC HEARING, AND UPON THE REASONS ENUMERATED
IN THE APPLICATION, AND AFTER DUE DELIBERATION AND VOTE OF THE
BOARD,

NOW, THEREFORE, BE IT RESOLVED BY VIRTUE OF THE POWER
VESTED IN THE ZONING BOARD OF APPEALS, THIS VARIANCE IS HEREBY
GRANTED (~~DENIED~~) SUBJECT TO THE FOLLOWING CONDITIONS:

1. C-Retail Business Uses shall hereafter be permitted.

DATED: February 28, 2002

Andrew R. Kulyk

CHAIRMAN

Edward Li Schuss

Robert Brando

James J. Payer

James J. Payer

* NOTE - CONSTRUCTION CANNOT BEGIN UNTIL A BUILDING PERMIT IS
APPLIED FOR AND APPROVED. THIS DECISION WILL BE AUTOMATICALLY
REVOKED UNLESS A BUILDING PERMIT IS OBTAINED WITHIN SIX (6) MONTHS
OF THE DATE HEREOF AND UNLESS CONSTRUCTION COMMENCES WITHIN
ONE (1) YEAR OF THE DATE HEREOF.



Appendix B: Architectural Program

A SEPARATE "APPENDIX B" SHALL BE COMPLETED FOR EACH SEPARATE BUILDING AND/OR FACILITY INCLUDED IN THE ORGANIZATION'S BUSINESS PLAN

COMPANY INFORMATION
Business Name: Butler-Evergreen Group
Facility Type: Manufacturing Facility [] Dispensing Facility [x]
Use and Occupancy Classification: Mercantile Group M
Building Construction Type and Classification: IIB
Facility Address: 3760 West Henrietta Plaza, Rochester, New York 14623
Primary Contact Telephone number: 315-587-2295
Primary Contact Fax number: 315-587-2109
PART I - ARCHITECTURAL PROGRAM & CONSTRUCTION TIMELINE:
Applicant shall identify planning requirements, including but not limited to:
TOWN BOARD APPROVAL [x]
PLANNING BOARD APPROVAL [x]
ZONING BOARD OF APPEALS APPROVAL []
PREPARATION OF CONSTRUCTION DOCUMENTS [x]
BUILDING PERMIT [x]
BIDDING PHASE [x]
CONTRACT AWARD PHASE PER EACH APPLICABLE CONTRACTOR (Identify all that apply) [x]
COMMENCEMENT OF CONSTRUCTION [x]
COMPLETION OF CONSTRUCTION [x]



Appendix B – Architectural Program

PART II – SITE PLAN(S)

Applicant shall provide the appropriate details for each of the following by identifying the location and dimension on the Site Plan attached to the application for each building location.

- | | |
|---|--|
| <input checked="" type="checkbox"/> Entrance and Exits | <input checked="" type="checkbox"/> Fire Lane and/or Fire Apparatus Road |
| <input checked="" type="checkbox"/> Public Parking Spaces | <input checked="" type="checkbox"/> Percentage of Green Space |
| <input checked="" type="checkbox"/> Staff Parking Spaces | <input checked="" type="checkbox"/> Location of Emergency Power Systems |
| <input checked="" type="checkbox"/> Accessible Parking Spaces | <input checked="" type="checkbox"/> Loading & Unloading |
| <input checked="" type="checkbox"/> Accessible Route(s) | <input checked="" type="checkbox"/> Security Gates & Fences |

PART III – ENERGY SOURCES & ENGINEERING SYSTEMS:

Applicant shall provide the following minimum information to outline the specifications relating to the energy sources and engineering systems of each building included in the application.

- Energy Source:
- Natural Gas Oil Electric
- Solar Other _____
- Engineering Systems:
- Heating System: Type Pkg Gas, Size >65Kbtuh Efficiency 11.0EER,
Ventilation Requirements 15 CFM/person
- Cooling System: Type Pkg Elec, Size >65Kbtuh Efficiency 11.0EER,
Ventilation Requirements 15 CFM/person
- Ventilation & Humidification Systems:
Type _____, Size _____, Efficiency _____,
Ventilation Requirements _____
- Electrical Distribution Available 200A
- Water Supply: Municipal Water Service Yes or Private Well Water _____
- Sewage: Municipal Sewer System Yes or Private Septic System _____
- Emergency Power System:
Type Gas, Size 75 kva Efficiency 80%



Appendix B – Architectural Program

Table with 2 columns: Compliance status (checkbox) and Code description. Includes codes like 2010 BUILDING CODE OF NYS, 2010 FIRE CODE OF NYS, etc.



Appendix B – Architectural Program

<p>Select Project Type: Check all that apply. Refer to the Existing Building Code for definitions.</p>	<input type="checkbox"/> New Building <input type="checkbox"/> Repair <input type="checkbox"/> Alteration Level 1 <input checked="" type="checkbox"/> Alteration Level 2	<input type="checkbox"/> Alteration Level 3 <input checked="" type="checkbox"/> Change of Occupancy <input type="checkbox"/> Addition <input type="checkbox"/> Historic Building	<input type="checkbox"/> Demolition <input checked="" type="checkbox"/> Chapter 3. Prescriptive Compliance Method <input type="checkbox"/> Chapter 13. Performance Compliance Method
<p>Select Work Involved: Check all that apply.</p>	<input checked="" type="checkbox"/> General Construction <input type="checkbox"/> Roofing <input type="checkbox"/> Asbestos Abatement/Environmental <input type="checkbox"/> Fire Alarm	<input type="checkbox"/> Structural <input checked="" type="checkbox"/> Mechanical <input checked="" type="checkbox"/> Plumbing <input checked="" type="checkbox"/> Electrical	<input checked="" type="checkbox"/> Site Work <input type="checkbox"/> Sprinkler <input type="checkbox"/> Elevators <input type="checkbox"/> Other: _____

CODE COMPLIANCE REVIEW						
Applicant shall provide all applicable information in regards to the code topic and section listed below.						
1. Code Compliance Review is based on the 2010 NY State Building Code for New Construction. If any other building code applies to the location or type of construction, provide applicable code and sections that most closely relates and references the code topic and information in the code sections listed below. Provide appropriate abbreviations for other applicable codes, such as: FC: Fire Code, PC: Plumbing Code, MC: Mechanical Code, FGC: Fuel Gas Code, ECCC: Energy Conservation Code.						
2. Provide the Required standard for each applicable code section. (i.e.: area, quantity, classification type, materials, hourly separation, etc.). If section does not apply, indicate one of the following with explanation: NA: Not Applicable, NR: Not Required, NP: Not Permitted						
3. Provide your facilities "Actual" value for each required standard as per applicable code section.						
No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
1	Use & Occupancy Classification	302.1 - 312		Use & occupancy of this facility. Identify all applicable materials, class and quantities regarding Table 307.1.	Existing Occupancy - Business Group B.	Proposed Occupancy - Mercantile Group M



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
2	Combustible Storage	413		All combustible storage areas and rooms, as per applicable Building and Fire Codes. Identify all combustible stored materials, area and room dimensions, all required fire separations, and exit requirements.	High-piled stock or rack storage shall comply with FC	NA - no areas in this facility are intended to contain such storage.
3	Hazardous Materials	414		All hazardous materials stored or used as per applicable Building and Fire Codes. Identify all combustible stored materials, area and room dimensions, all required fire separations, and exit requirements.	Provisions apply to buildings occupied for manufacturing, processing, dispensing, use or storage of hazardous materials	NA - no areas in this facility are intended to house hazardous materials
4	Hazardous Materials Control Areas	414.2		Provide additional information indicating number, size, materials stored, and quantity of each material.	Control Areas shall comply with 414.2.1 through 414.2.5	NA - see response to Item 3 above, no control areas are
5	Building Area & Height	501-507		Provide the building area & height Provide all calculations and cite applicable code sections for increased Building Area & Heights allowed per building code(s).	Business Group B of Type IIB Construction = 4 Stories, 55 feet in height, and 23,000	1 story, 15 feet high, 8,954 SF area, building.
6	Incidental Use Areas	508.2		Identify all Incidental Use Areas and required fire separation of occupancies on Building Plans.	Incidental Use areas shall comply with provisions of	Control / Vault and Storage / Trash Rooms are storage



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
7	Mixed Occupancies	508.3		Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	Group B and Group M, Non-sprinklered separation required is 2 hours	2 Hour fire barrier between Dispensing Facility (Group M) and Other Tenant spaces
8	Nonseparated Uses	508.3.2		Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	Most restrictive provisions apply is uses are non-separated.	NA - occupancies will be separated according to 508.3.3
9	Separated Uses (Ratio < 1)	508.3.3		Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	Sum of ratios of separated occupancies shall not exceed one.	NA - single occupancy type for this area, building
10	Construction Classification	602		Provide Construction Classification per each building included in Application.	Type IIB - noncombustible, unprotected.	Type IIB - noncombustible, unprotected.
11	Fire Resistance Rating Reqmt for Building Elements	Table 601		Provide Fire Resistance Rating per each building element as per Table 601. Identify rating & elements on Building Plans.	Structural Frame - 0 Hours Bearing Walls (Exterior) - 0 Hours	Structural Frame - 0 Hours Bearing Walls (Exterior) - 0 Hours



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
12	Exterior Wall Fire-Resistance Rating	Table 602		Identify required fire resistance rating of exterior walls on Building Plan(s).	Fire separation distance greater than 30 feet = 0 Hours	0 Hours
13	Exterior Fire Separation Distance	Table 602		Identify required fire separation distance of exterior walls between Buildings on Plan.	Fire separation distance greater than 30 feet = 0 Hours	0 Hours
14	Fire Walls	705		Provide code information and identify all applicable required Fire Wall(s) and fire resistance requirement on Building Plans.	Fire walls provide a complete separation of buildings	3 Hour Fire walls separate the two area, buildings and separate occupancies,
15	Fire Barriers	706		Provide code information and identify all applicable required Fire Barrier(s) and fire resistance requirement on Building Plans.	Fire Barriers required by this Code of FC shall comply with this section. 2 hour fire	NA - fire wall between Dispensing Facility (Group M) and Other Tenant spaces
16	Shaft Enclosures	707		Provide code information and identify all applicable required Shaft Wall(s) and fire resistance requirement on Building Plans.	2 Hours where connecting four or more stories. 1 hour where connecting	NA - single story building, therefore no shaft walls exist
17	Fire Partitions	708		Provide code information and identify all applicable required Fire Partition(s) and fire resistance requirement on Building Plans.	Corridor walls as required by section 1017 shall be fire partitions	NA - facility will be fully sprinklered and corridors walls do not require Fire



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
18	Horizontal Assemblies	711		Provide code information and identify all applicable required Horizontal Assemblies and fire resistance requirement on Building Plans.	Fire rating not less than that required by building type	NA - building is only one story and does not include any areas requiring a
19	Fire Protection: Sprinkler System	903		Indicate Type of Sprinkler System: <input checked="" type="checkbox"/> NFPA 13 <input type="checkbox"/> NFPA 13 R <input type="checkbox"/> NFPA 13D Provide code information of all applicable requirements for Automatic Sprinkler Systems with code section cited.	Sprinklers are required throughout all Group M Occupancies where the Group M fire area exceeds	Existing sprinkler system will be reconfigured to new layout.
20	Alt. Fire Extinguishing System	904		Provide code information of all applicable requirements for Alternative Automatic Fire-Extinguishing Systems with code section(s) cited.	NA	NA
21	Standpipe System	905		Provide code information of all applicable requirements for Standpipe Systems with code section(s) cited.	NR	NR
22	Fire Alarm & Detection Systems	907		Provide code information of all applicable requirements for Fire Alarm System(s) with code section cited. Indicate Type of Fire Alarm System <input checked="" type="checkbox"/> Addressable <input type="checkbox"/> Hardwired (zoned)	Manual fire alarm systems are required in Group M occupancies having an occupant load of 500 or	Existing fire alarm system will be reconfigured to new layout.



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
23	Emergency Alarm System	908		Provide code information of all applicable requirements for Emergency Alarm Systems with code section cited.	NA	NA
24	Fire Department Connections	912		Identify Fire Department connections in accordance with NFPA applicable standard.	NA	NA
25	Exits	1001.1 & 2		Identify on the Building Plans and documents, per each door, the following information: door width, door height, direction of swing, type of construction, hourly rating, and door closures.	Means of egress system shall be as required by this chapter.	Complies
26	Occupant Load	1004 & Table 1004.1.1		Identify the use/name of each room, dimensions of each room, and Occupant Loads per each room on the Building Plans.	Mercantile: Grade Floor Areas = 30 gross / Storage, stock shipping areas = 300	M = 99 occupants Store Room = 20 Occupants
27	Egress Width	1005		Provide egress widths & cite applicable code section(s) and requirement(s) on the Building Plans	Stairwells - 0.2 inches per occupant	Stairwells - NA Other Components - 119 x
28	Accessible Means of Egress	1007.1		Provide accessible means of egress as per Section 1007 & cite applicable code section(s) and requirement(s) on the Building Plans.	Not less than one accessible means of egress is required. Two accessible means of	Two accessible means of egress provided.



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
29	Doors, Gates, and Turnstiles	1008		Means of egress doors shall meet the requirements of this section.	32 inch minimum clear width	36 inch wide doors provided
30	Interior Stairs	1009		Identify the following information for each stairway on the Building Plan(s): the width of stairways; the height, width, depth and number of risers and treads; dimensions of landings; stairway construction type; and handrail height.	44 inch minimum width, 80 inch headroom, 7 inch max / 4 inch min riser and 11 inch minimum tread depth.	NA - no means of egress stairs exist in this building
31	Ramps	1010.1		Identify the following information of each ramp, on the Building Plan(s): width; total vertical rise; length of ramp; and handrail height.	Provisions of section shall apply to ramps used as a component of the means of	NA - no means of egress ramps exist in this building
32	Common Path of Travel	1014.3		Identify on the Building Plan(s): the length of the "Common Path of Travel" per each room as per applicable building code requirements.	Common path of egress travel shall not exceed 100 feet	73 feet is maximum Common Path of Travel per design layout
33	Exit Doorway Arrangement	1015		Identify on the Building Plan(s): applicable building code requirements for all Exits and Exit Access Doorways per each room and required exits in all buildings.	Two exits are required when occupant load of Table 1015.1 is exceeded. Doors	Two exits are provided due to occupant load and placed according to Section
34	Corridor Fire Rating	1017.1		Identify, on the Building Plan(s): all corridors with required fire resistance and the applicable fire rating.	Corridors shall be fire partitions of ratings noted on	With sprinkler system, no fire-rating is required for



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
35	Corridor Width	1017.2		Identify on the Building Plan(s): the width of all corridors. Provide applicable code section(s) and requirement(s).	As determined by Section 1005.1 but not less than 44 inches.	60 inches provided.
36	Dead End Corridor	1017.3		Corridors shall not exceed the maximum dead end corridor length as per applicable code.	No dead ends in corridors more than 20 feet in length.	No dead-end corridors exist.
37	Number of Exits and Continuity	1019		Identify on the Building Plan(s): required number of exits, continuity and arrangement as per the applicable code requirements.	All locations shall have access to minimum number of exits per Table 1019.1	2 exits provided based on occupant load with continuity maintained throughout. See
38	Vertical Exit Enclosures	1020		Identify on the Building Plan(s): all applicable code requirements for each Vertical Exit Enclosure.	Interior exit stairways and ramps to be enclosed with fire barriers	NA - building is only one story and no vertical exits exist
39	Exit Passageways	1021		Identify on the Building Plan(s): all applicable code requirements for each Exit Passageway.	Exit passageways shall comply with the requirements of this Section.	NA - no exit passageways are provided.
40	Horizontal Exits	1022		Identify on the Building Plan(s): all applicable code requirements for each Horizontal Exit.	Horizontal exits serving as an exit in a means of egress shall comply with referenced	NA - no horizontal exits exist in building



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
41	Exterior Exit Ramps & Stairways	1023		Identify on the Building Plan(s): all applicable code requirements for each exterior exit ramps and stairways.	Exterior exit ramps and stairways serving as a	NA - no exterior exit ramps and stairways exist
42	Exit Discharge	1024		Identify on the Building Plan(s): all applicable code requirements for each Exit Discharge.	Shall be directly to exterior of building at grade or	Exits discharge at grade with direct access to a public way.
43	Accessibility	1101.1 - 1110 & ICC/A117.1(03)		Identify on the Building Plan(s): all applicable code requirements such that the design and construction of each building/facility provides accessibility to physically disabled persons.	Buildings and facilities shall be designed and constructed to be accessible.	Accessible entrances, routes, egress paths, and toilet rooms will be provided.
44	Energy Conservation	2010 NYS ECCC & IECC 2012	EBC Section 908	Identify the R-Value and U-Value of each construction component and assembly of the building envelope as required in the applicable energy and building code(s).	Renovations shall conform to the ECCC for new construction without	Existing exterior building envelope will be unaltered. If alterations is required the
45	Emergency & Standby Power	2702.1	NFPA 110 and 111	Identify emergency & Standby Power locations and specifications of the system to be provided.	Emergency Power required by this Code or the FC shall comply with this Code.	Life safety and Security Systems will be provided with batter back-up and
46	Smoke Control Systems	2702.2.2		Identify the Standby power for smoke control systems in accordance with Section 909.11 of NYS Building Code.	Smoke control systems shall be provided with stand-by power.	NA - no smoke control systems exist or are required.



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
47	Plumbing Fixture Count	2902.1		Identify on the Building Plan(s): the minimum plumbing facilities as per applicable plumbing code(s).	Group M: WC - 1 per 500 per sex	WC - two per sex Lavatories - two per sex
48	Available Street Water Pressure			Provide the available street or well water pressure.		80 PSI
49	Fire Apparatus Access Road	FC503.1		Identify on the Site Plan: Fire Apparatus Road, Fire Lane and other Fire Service requirements per applicable Building and Fire Codes.	Shall extend to within 150 feet of all portions of the facility where equipped with	Access is provided to all sides of the facility.

Butler Evergreen
 Medical Marijuana Program
 Application for Registration as a Registered Organization

Appendix B - Architectural Program

Facility Address: 3760 West Henrietta Plaza, Rochester, New York 14623

Code Compliance Review Attachment (Note that not all data fit in the provided boxes)

No.	Topic	Required Code Value/Allowed Code Value	Facility's Actual Value
1	Use & Occupancy Classification	Existing Occupancy - Business Group B	Proposed Occupancy - Mercantile Group M
2	Combustible Storage	High-piled stock or rack storage shall comply with FC	NA - no areas in this facility are intended to contain such storage
3	Hazardous Materials	Provisions apply to buildings occupied for manufacturing, processing, dispensing, use or storage of hazardous materials.	NA - no areas in this facility are intended to house hazardous materials
4	Hazardous Materials Control Area	Control Areas shall comply with 414.2.1 through 414.2.5 and the FC.	NA - see response to Item 3 above, no control areas are required
5	Building Area & Height	Business Group B of Type IIB Construction = 4 Stories, 55 feet in height, and 23,000 SF. Mercantile Group M of Type IIB Construction = 4 Stories, 55 feet in height, and 12,500 SF.	1 story, 15 feet high, 8,954 SF area, building.
6	Incidental Use Areas	Incidental Use areas shall comply with provisions of this Section	Control / Vault and Storage / Trash Rooms are storage areas that exceeds 100 SF - one hour fire-rated partition is provided.
7	Mixed Occupancies	Group B and Group M, Non-sprinklered separation required is 2 hours	2 Hour fire barrier between Dispensing Facility (Group M) and Other Tenant spaces (Group B) provided.

Butler Evergreen
 Medical Marijuana Program
 Application for Registration as a Registered Organization

Appendix B - Architectural Program

Facility Address: 3760 West Henrietta Plaza, Rochester, New York 14623

Code Compliance Review Attachment *(Note that not all data fit in the provided boxes)*

No.	Topic	Required Code Value/Allowed Code Value	Facility's Actual Value
8	Nonseparated Uses	Most restrictive provisions apply is uses are non-separated.	NA - occupancies will be separated according to 508.3.3
9	Separated Uses (Ratio < 1)	Sum of ratios of separated occupancies shall not exceed one.	NA - single occupancy type for this area, building
10	Construction Classification	Type IIB - noncombustible, unprotected.	Type IIB - noncombustible, unprotected.
11	Fire Resistance Rating Req'm't for Building Elements	Structural Frame - 0 Hours Bearing Walls (Exterior) - 0 Hours Bearing Walls (Interior) - 0 Hours Nonbearing Walls and Partitions (Exterior) - See Item No. 12 Nonbearing Walls and Partitions (Interior) - 0 Hours Floor Construction - 0 Hours Roof Construction - 0 Hours	Structural Frame - 0 Hours Bearing Walls (Exterior) - 0 Hours Bearing Walls (Interior) - 0 Hours Nonbearing Walls and Partitions (Exterior) - See Item No. 12 Nonbearing Walls and Partitions (Interior) - 0 Hours Floor Construction - 0 Hours Roof Construction - 0 Hours
12	Exterior Wall Fire-Resistance Rating	Fire separation distance greater than 30 feet = 0 Hours	0 Hours

Butler Evergreen
 Medical Marijuana Program
 Application for Registration as a Registered Organization

Appendix B - Architectural Program

Facility Address: 3760 West Henrietta Plaza, Rochester, New York 14623

Code Compliance Review Attachment *(Note that not all data fit in the provided boxes)*

No.	Topic	Required Code Value/Allowed Code Value	Facility's Actual Value
13	Exterior Fire Separation Distance	Fire separation distance greater than 30 feet = 0 Hours	0 Hours
14	Fire Walls	Fire walls provide a complete separation of buildings	3 Hour Fire walls separate the two area, buildings and separate occupancies,
15	Fire Barriers	Fire Barriers required by this Code of FC shall comply with this section. 2 hour fire barrier required between Group M and B occupancies.	NA - fire wall between Dispensing Facility (Group M) and Other Tenant spaces (Group B) provided.
16	Shaft Enclosures	2 Hours where connecting four or more stories. 1 hour where connecting less than four stories	NA - single story building, therefore no shaft walls exist
17	Fire Partitions	Corridor walls as required by section 1017 shall be fire partitions.	NA - facility will be fully sprinklered and corridors walls do not require Fire Partitions per Section 1017.1
18	Horizontal Assemblies	Fire rating not less than that required by building type	NA - building is only one story and does not include any areas requiring a horizontal assembly
19	Fire Protection: Sprinkler System	Sprinklers are required throughout all Group M Occupancies where the Group M fire area exceeds	Existing sprinkler system will be reconfigured to new layout.

Butler Evergreen
 Medical Marijuana Program
 Application for Registration as a Registered Organization

Appendix B - Architectural Program

Facility Address: 3760 West Henrietta Plaza, Rochester, New York 14623

Code Compliance Review Attachment *(Note that not all data fit in the provided boxes)*

No.	Topic	Required Code Value/Allowed Code Value	Facility's Actual Value
20	Alt. Fire Extinguishing System	NA	NA
21	Standpipe System	NR	NR
22	Fire Alarm & Detection Systems	Manual fire alarm systems are required in Group M occupancies having an occupant load of 500 or more persons. Fire detection is required where areas of Group M occupancies are not protected by an automatic sprinkler system and that have an occupant load of more than 100 people.	Existing fire alarm system will be reconfigured to new layout.
23	Emergency Alarm System	NA	NA
24	Fire Department Connections	NA	NA
25	Exits	Means of egress system shall be as required by this chapter.	Complies

Butler Evergreen
 Medical Marijuana Program
 Application for Registration as a Registered Organization

Appendix B - Architectural Program

Facility Address: 3760 West Henrietta Plaza, Rochester, New York 14623

Code Compliance Review Attachment (Note that not all data fit in the provided boxes)

No.	Topic	Required Code Value/Allowed Code Value	Facility's Actual Value
26	Occupant Load	Mercantile: Grade Floor Areas = 30 gross / Storage, stock, shipping areas = 300 gross	M = 99 occupants Store Room = 20 Occupants
27	Egress Width	Stairwells - 0.2 inches per occupant Other egress components = 0.15 inches per occupant	Stairwells - NA Other Components - $119 \times 0.15 = 17.85$ inches. Therefore, minimum requirements noted elsewhere shall apply.
28	Accessible Means of Egress	Not less than one accessible means of egress is required. Two accessible means of egress are required,	Two accessible means of egress provided.
29	Doors, Gates, and Turnstiles	32 inch minimum clear width and maximum width of 48 inches. Side-hinged swinging in the direction of egress travel. 15 pound operating force entrance doors / 5 pound force for interior doors without closers.	36 inch wide doors provided (32 inch clear) meeting all noted requirements.
30	Interior Stairs	44 inch minimum width, 80 inch headroom, 7 inch max / 4 inch min riser and 11 inch minimum tread depth.	NA - no means of egress stairs exist in this building
31	Ramps	Provisions of section shall apply to ramps used as a component of the means of egress	NA - no means of egress ramps exist in this building
32	Common Path of Travel	Common path of egress travel shall not exceed 100 feet.	73 feet is maximum Common Path of Travel per design layout.

Butler Evergreen
 Medical Marijuana Program
 Application for Registration as a Registered Organization

Appendix B - Architectural Program

Facility Address: 3760 West Henrietta Plaza, Rochester, New York 14623

Code Compliance Review Attachment *(Note that not all data fit in the provided boxes)*

No.	Topic	Required Code Value/Allowed Code Value	Facility's Actual Value
33	Exit Doorway Arrangement	Two exits are required when occupant load of Table 1015.1 is exceeded. Doors shall be unobstructed at all times and placed at a distance apart equal to not less than one-half of the length of the maximum overall building dimension.	Two exits are provided due to occupant load and placed according to Section 1015.2.1
34	Corridor Fire Rating	Corridors shall be fire partitions of ratings noted on Table 1017.1	With sprinkler system, no fire-rating is required for Group M occupancy.
35	Corridor Width	As determined by Section 1005.1 but not less than 44 inches.	60 inches provided.
36	Dead End Corridor	No dead ends in corridors more than 20 feet in length.	No dead-end corridors exist.
37	Number of Exits and Continuity	All locations shall have access to minimum number of exits per Table 1019.1. Shall be continuous from entry into exit to the exit discharge and doors arranged per 1015.2	2 exits provided based on occupant load with continuity maintained throughout. See Item 33 for exit door arrangement.
38	Vertical Exit Enclosures	Interior exit stairways and ramps to be enclosed with fire barriers	NA - building is only one story and no vertical exits exist
39	Exit Passageways	Exit passageways shall comply with the requirements of this Section,	NA - no exit passageways are provided.

Butler Evergreen
 Medical Marijuana Program
 Application for Registration as a Registered Organization

Appendix B - Architectural Program

Facility Address: 3760 West Henrietta Plaza, Rochester, New York 14623

Code Compliance Review Attachment (*Note that not all data fit in the provided boxes*)

No.	Topic	Required Code Value/Allowed Code Value	Facility's Actual Value
40	Horizontal Exits	Horizontal exits serving as an exit in a means of egress shall comply with referenced section	NA - no horizontal exits exist in building
41	Exterior Exit Ramps & Stairways	Exterior exit ramps and stairways serving as a means of egress shall comply with this section	NA - no exterior exit ramps and stairways exist
42	Exit Discharge	Shall be directly to exterior of building at grade or provide direct access to grade	Exits discharge at grade with direct access to a public way.
43	Accessibility	Buildings and facilities shall be designed and constructed to be accessible.	Accessible entrances, routes, egress paths, and toilet rooms will be provided.
44	Energy Conservation	Renovations shall conform to the ECCC for new construction without requiring unaltered portions to comply. Zone 5A = R-25ci Roof, R-13+R-7.5ci Walls, R-10ci for 24 inches at slabs. Doors - U-0.37 swinging and R-4.75 roll-up.	Existing exterior building envelope will be unaltered. If alterations is required the impacted areas will be designed with new insulation to comply with the ECCC.
45	Emergency & Standby Power	Emergency Power required by this Code or the FC shall comply with this Code, NFPA 110 and 111	Life safety and Security Systems will be provided with batter back-up and emergency power.

Butler Evergreen
 Medical Marijuana Program
 Application for Registration as a Registered Organization

Appendix B - Architectural Program

Facility Address: 3760 West Henrietta Plaza, Rochester, New York 14623

Code Compliance Review Attachment *(Note that not all data fit in the provided boxes)*

No.	Topic	Required Code Value/Allowed Code Value	Facility's Actual Value
46	Smoke Control Systems	Smoke control systems shall be provided with stand-by power.	NA - no smoke control systems exist or are required.
47	Plumbing Fixture Count	Group M: WC - 1 per 500 per sex Lavatories - 1 per 750 per sex Drinking Fountains - 1 per 1,000 1 Service Sink	WC - two per sex Lavatories - two per sex Drinking Fountain -one Service Sink - one. One of each fixture is provided additionally for employee use.
48	Available Street Water Pressure		80 PSI
49	Fire Apparatus Access Road	Shall extend to within 150 feet of all portions of the facility where equipped with an automatic sprinkler system.	Access is provided to all sides of the facility.



C&S Architects, Engineers, & Landscape Architect, PLLC
499 Col. Eileen Collins Blvd.
Syracuse, New York 13212
Phone: 315-455-2000
Fax: 315-455-9667
www.cscos.com

PRELIMINARY
NOT FOR
CONSTRUCTION



**BUTLER-EVERGREEN GROUP
ROCHESTER REGION DISPENSARY
3760 WEST HENRIETTA
ROCHESTER, NY 14623**

MARK	DATE	DESCRIPTION

REVISIONS

PROJECT NO: D23.005.001

DATE: MAY 2015

DRAWN BY:

DESIGNED BY:

CHECKED BY:

NO ALTERATION PERMITTED HEREON EXCEPT AS PROVIDED UNDER SECTION 7209 SUBDIVISION 2 OF THE NEW YORK EDUCATION LAW

**ROCHESTER
SITE PLAN**

C-101

Redacted pursuant to N.Y. Public Officers Law, Art. 6



C&S Architects, Engineers & Landscape Architect, PLLC.
499 Col. Eileen Collins Blvd.
Syracuse, New York 13212
Phone: 315-455-2000
Fax: 315-455-9667
www.cscos.com

PRELIMINARY
NOT FOR
CONSTRUCTION



BUTLER-EVERGREEN GROUP
ROCHESTER REGION DISPENSARY
3760 WEST HENRIETTA PLAZA
ROCHESTER, NY 14623

MARK	DATE	DESCRIPTION
REVISIONS		

PROJECT NO: D23.005.001
DATE: JUNE 2015
DRAWN BY: L. M. ROYER
DESIGNED BY: M. W. LAMONTAGNE, AIA
CHECKED BY: .

NO ALTERATION PERMITTED HEREON
EXCEPT AS PROVIDED UNDER SECTION
7209 SUBDIVISION 2 OF THE NEW YORK
EDUCATION LAW

FIRST FLOOR PLAN

A-101



FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"



C&S Architects, Engineers & Landscape Architect, PLLC.
499 Col. Eileen Collins Blvd.
Syracuse, New York 13212
Phone: 315-455-2000
Fax: 315-455-9667
www.cscos.com

PRELIMINARY
NOT FOR
CONSTRUCTION



**BUTLER-EVERGREEN GROUP
ROCHESTER REGION DISPENSARY
3760 WEST HENRIETTA PLAZA
ROCHESTER, NY 14623**

MARK	DATE	DESCRIPTION
REVISIONS		

PROJECT NO: D23.005.001
 DATE: JUNE 2015
 DRAWN BY: R.E. MARTINEAU
 DESIGNED BY: M.W. LAMONTAGNE, AIA
 CHECKED BY: R. L. SLADE, PE, RA
 NO ALTERATION PERMITTED HEREON EXCEPT AS PROVIDED UNDER SECTION 7209 SUBDIVISION 2 OF THE NEW YORK EDUCATION LAW

CODE COMPLIANCE PLAN

CC-101

A1 FIRST FLOOR PLAN- CODE COMPLIANCE

SCALE: 1/8"=1'-0"



1

2

3

4



C&S Architects, Engineers, & Landscape Architect, PLLC
 499 Col. Eileen Collins Blvd.
 Syracuse, New York 13212
 Phone: 315-455-2000
 Fax: 315-455-9667
 www.cscos.com

PRELIMINARY
 NOT FOR CONSTRUCTION



BUTLER-EVERGREEN GROUP
ROCHESTER REGION DISPENSARY
 3760 WEST HENRIETTA
 ROCHESTER, NY 14623

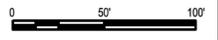
MARK	DATE	DESCRIPTION
REVISIONS		
PROJECT NO:	D23.005.001	
DATE:	MAY 2015	
DRAWN BY:	S. P. ZAFARAKIS	
DESIGNED BY:	M. A. AMARO	
CHECKED BY:	S. H. SHOVA	

NO ALTERATION PERMITTED HEREON EXCEPT AS PROVIDED UNDER SECTION 7209 SUBDIVISION 2 OF THE NEW YORK EDUCATION LAW

ROCHESTER SITE PLAN

EY-101

- SYMBOL LEGEND**
- (XX) CAMERA DESIGNATOR
 - [CAMERA] CAMERA
 - [POLE MOUNTED LIGHT] POLE MOUNTED LIGHT
 - [BUILDING MOUNTED LIGHT] BUILDING MOUNTED LIGHT



Jun 16, 2015 - 4:05pm
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A1 ROCHESTER SITE PLAN
 SCALE: 1" = 30'-0"

Jun 03, 2015 - 4:05pm
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A



C&S Architects, Engineers, &
Landscape Architect, PLLC
499 Col. Eileen Collins Blvd.
Syracuse, New York 13212
Phone: 315-455-2000
Fax: 315-455-9667
www.cscos.com

PRELIMINARY
NOT FOR
CONSTRUCTION



**MARSHALL FARMS
ELECTROMARK, INC.
WEST PORT BAY ROAD, WOLCOTT, N.Y. 14590**

MARK	DATE	DESCRIPTION
REVISIONS		

PROJECT NO:	D23.005.001
DATE:	MAY 2015
DRAWN BY:	S. P. ZAFERAKIS
DESIGNED BY:	M. A. AMARO
CHECKED BY:	S. H. SHOVA

NO ALTERATION PERMITTED HEREON
EXCEPT AS PROVIDED UNDER SECTION
7209 SUBDIVISION 2 OF THE NEW YORK
EDUCATION LAW

**ROCHESTER
SECURITY
BUILDING PLAN**

EY-102

A1 **ROCHESTER SECURITY BUILDING PLAN**

SCALE: 1/16" = 1'



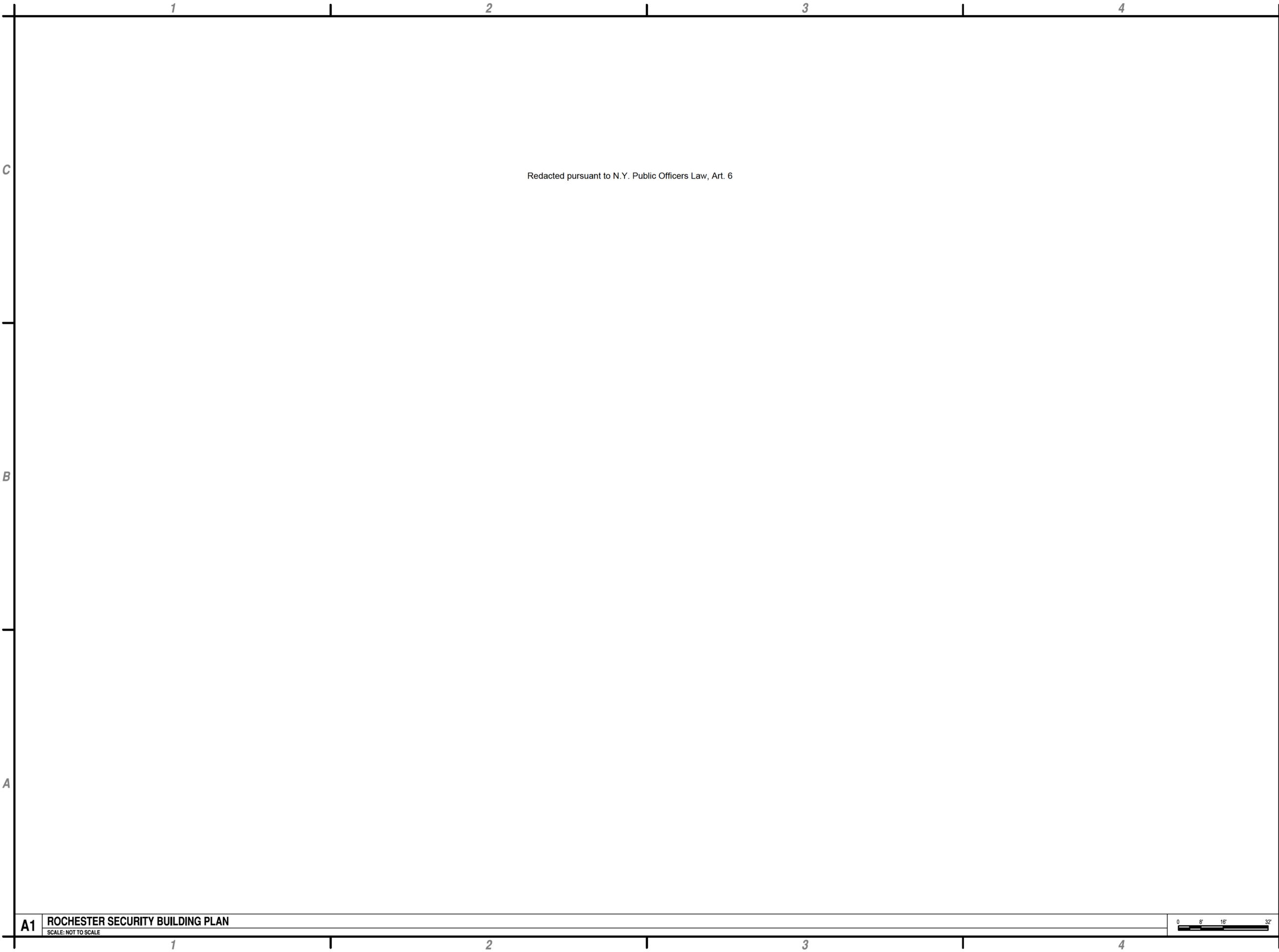
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Jun 03, 2015 - 4:05pm
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Redacted pursuant to N.Y. Public Officers Law, Art. 6



C&S Architects, Engineers, &
Landscape Architect, PLLC
499 Col. Eileen Collins Blvd.
Syracuse, New York 13212
Phone: 315-455-2000
Fax: 315-455-9667
www.cscos.com

PRELIMINARY
NOT FOR
CONSTRUCTION



**MARSHALL FARMS
ELECTROMARK, INC.
WEST PORT BAY ROAD, WOLCOTT, N.Y. 14590**

MARK	DATE	DESCRIPTION
REVISIONS		

PROJECT NO: D23.005.001
 DATE: MAY 2015
 DRAWN BY: S. P. ZAFERAKIS
 DESIGNED BY: M. A. AMARO
 CHECKED BY: S. H. SHOVA

NO ALTERATION PERMITTED HEREON
EXCEPT AS PROVIDED UNDER SECTION
7209 SUBDIVISION 2 OF THE NEW YORK
EDUCATION LAW

**ROCHESTER
SECURITY
SCHEDULE**

EY-103

A1 ROCHESTER SECURITY BUILDING PLAN

SCALE: NOT TO SCALE





TOWN OF HENRIETTA

County of Monroe • State of New York
475 Calkins Road, P.O. Box 999, Henrietta, N.Y. 14467
(585) 334-7700 • www.henrietta.org

JACK W. MOORE
Supervisor

PETER C. MINOTTI
Deputy Town Supervisor

WILLIAM J. MULLIGAN, JR.
JANET B. ZINCK
M. RICK PAGE
KENNETH H. BREESE
Council Members

SENT VIA EMAIL TO VBONGIORNO@OSTROFFASSOCIATES.COM

June 1, 2015

Mark Doherty
Butler Evergreen
6188 West Port Bay Road
Wolcott, NY 14590

Re: Completion of F.O.I.L.

- **Request #2015-125:** Request for Letter of Compliance for 3760 W. Henrietta Road

Dear Mr. Doherty:

Please be advised that the information you requested through the Freedom of Information Law (FOIL) has been approved. Enclosed you will find the Letter of Compliance for 3760 W. Henrietta Road.

If you have any questions, please contact our office at (585)359-7035.

Sincerely,

Rebecca B. Wiesner (HV)

Rebecca B. Wiesner
Town Clerk and Records Access Officer

RW/hv



TOWN OF HENRIETTA

Building & Fire Prevention

County of Monroe • State of New York

475 Calkins Road, P.O. Box 999, Henrietta, N.Y. 14467

(585) 359-7060 • www.townofhenrietta.org

TERRY L. EKWELL
Director of Building & Fire Prevention

May 28, 2015

Mark Doherty
Project Manager
Butler Evergreen
6188 West Port Rd.
Wolcott, NY 14590

RE: 3760 West Henrietta Road for proposed Butler Evergreen

Dear Mr. Doherty:

Please be advised that to the best of our knowledge, the above mentioned property is in compliance with the codes adopted by the Town of Henrietta and the State of New York.

The property is zoned Commercial B-1 which allows for office, office buildings and stores and shops for retail business. The operation of a medical marijuana dispensary is an allowable use. Other uses are described in Article VI Section 295-14 A. of the Town Code website at www.henrietta.org.

Currently there are no know notices of violation in regard to building code, fire code or property maintenance.

If you have any concerns or questions in regard to this matter please contact office at 585-359-7065.

Sincerely,

Terry Ekwell
Director of Building & Fire Prevention

TLE:ccb

xc:File



RECEIVED
TOWN OF HENRIETTA
 2015 MAY 29 11:24
FREEDOM OF INFORMATION REQUEST
TOWN OF HENRIETTA

Office Use Only

FOIL REQUEST #: 2015-125

TBW Records Access Officer's Initials

JWM Town Supervisor's Initials

Please identify the records you are interested in as clearly as possible. Use the back of this page if necessary.

The Freedom of Information Law requires that we must respond to a request within five (5) business days of receipt of a request. If your request is approved, we will get that information to you as soon as possible depending upon the volume of documents requested and time involved locating the material, but it will be within twenty (20) business days from the approval, unless we notify you otherwise.

If any portion of the request is denied, you will be informed of the reason in writing and provided with the contact information to whom an appeal should be directed.

Date: May 28, 2015

Name: Mark Doherty

Business: Butler Evergreen

Address: 6188 West Point Bay Road
Wolcott, NY 14590

Phone: 518-852-7773 **Fax:** _____

Email: vbongiorno@ostroffassociates.com

FEE SCHEDULE:**	
Electronic copy	Cost of media
8.5 x 11 page	\$0.25/page
11 x 17 page	\$0.50/page
24 x 48 drawing	\$5.00/page
36 x 48 drawing	\$10.00/page
*Letters of Compliance	\$45.00

**Additional fees may apply in connection with the actual cost to produce a record, in accordance with New York Freedom of Information Law.

Please check how you would like to receive the information:

- Inspect
 Obtain a Printed Copy
 Obtain an Electronic Copy

Address of Request: 3760 W. Henrietta Road, Henrietta **SBL# (Tax ID):** [REDACTED]

- Certificate of Occupancy
- Certificate of Compliance
- Fire Violations
- Fuel Storage Tanks
- Letters of Compliance*
- Property Maint. / Code Violation
- Site / Subdivision Plans
- Special Permits / Variances
- Survey Maps

Specifics: Pursuant to Meeting with Terry Ekwel, requesting letter of compliance for address referenced above. Check will be overnighted.

HOW TO SUBMIT THIS APPLICATION

Email form to: rwiesner@henrietta.org
Print and mail to: Rebecca Wiesner, Records Access Officer, 475 Calkins Road, Henrietta, NY 14467
Fax to: (585) 334-9667



Appendix B: Architectural Program

A SEPARATE "APPENDIX B" SHALL BE COMPLETED FOR EACH SEPARATE BUILDING AND/OR FACILITY INCLUDED IN THE ORGANIZATION'S BUSINESS PLAN

COMPANY INFORMATION
Business Name: Butler-Evergreen Group
Facility Type: Manufacturing Facility [] Dispensing Facility [x]
Use and Occupancy Classification: Mercantile Group M
Building Construction Type and Classification: IIB
Facility Address: 5795 Bridge Street, Dewitt, New York 13057
Primary Contact Telephone number: 315-587-2295
Primary Contact Fax number: 315-587-2109
PART I - ARCHITECTURAL PROGRAM & CONSTRUCTION TIMELINE:
Applicant shall identify planning requirements, including but not limited to:
[x] TOWN BOARD APPROVAL
[x] PLANNING BOARD APPROVAL
[] ZONING BOARD OF APPEALS APPROVAL
[x] PREPARATION OF CONSTRUCTION DOCUMENTS
[x] BUILDING PERMIT
[x] BIDDING PHASE
[x] CONTRACT AWARD PHASE PER EACH APPLICABLE CONTRACTOR (Identify all that apply)
[x] COMMENCEMENT OF CONSTRUCTION
[x] COMPLETION OF CONSTRUCTION



Appendix B – Architectural Program

PART II – SITE PLAN(S)

Applicant shall provide the appropriate details for each of the following by identifying the location and dimension on the Site Plan attached to the application for each building location.

- | | |
|---|--|
| <input checked="" type="checkbox"/> Entrance and Exits | <input checked="" type="checkbox"/> Fire Lane and/or Fire Apparatus Road |
| <input checked="" type="checkbox"/> Public Parking Spaces | <input checked="" type="checkbox"/> Percentage of Green Space |
| <input checked="" type="checkbox"/> Staff Parking Spaces | <input checked="" type="checkbox"/> Location of Emergency Power Systems |
| <input checked="" type="checkbox"/> Accessible Parking Spaces | <input checked="" type="checkbox"/> Loading & Unloading |
| <input checked="" type="checkbox"/> Accessible Route(s) | <input checked="" type="checkbox"/> Security Gates & Fences |

PART III – ENERGY SOURCES & ENGINEERING SYSTEMS:

Applicant shall provide the following minimum information to outline the specifications relating to the energy sources and engineering systems of each building included in the application.

- Energy Source:
- | | | |
|---|--------------------------------------|--|
| <input checked="" type="checkbox"/> Natural Gas | <input type="checkbox"/> Oil | <input checked="" type="checkbox"/> Electric |
| <input type="checkbox"/> Solar | <input type="checkbox"/> Other _____ | |
- Engineering Systems:
- Heating System: Type Pkg Gas, Size >65Kbtuh Efficiency 11.0EER,
Ventilation Requirements 15 CFM/person
- Cooling System: Type Pkg Elec, Size >65Kbtuh Efficiency 11.0EER,
Ventilation Requirements 15 CFM/person
- Ventilation & Humidification Systems:
Type _____, Size _____, Efficiency _____,
Ventilation Requirements _____
- Electrical Distribution Available 200A
- Water Supply: Municipal Water Service Yes or Private Well Water _____
- Sewage: Municipal Sewer System Yes or Private Septic System _____
- Emergency Power System:
Type Gas, Size 75 kva Efficiency 80%



Appendix B – Architectural Program

Table with 2 columns: Compliance status (checkbox) and Code description. Includes codes like 2010 BUILDING CODE OF NYS, 2010 FIRE CODE OF NYS, etc.



Appendix B – Architectural Program

<p>Select Project Type: Check all that apply. Refer to the Existing Building Code for definitions.</p>	<input type="checkbox"/> New Building <input type="checkbox"/> Repair <input type="checkbox"/> Alteration Level 1 <input checked="" type="checkbox"/> Alteration Level 2	<input type="checkbox"/> Alteration Level 3 <input checked="" type="checkbox"/> Change of Occupancy <input type="checkbox"/> Addition <input type="checkbox"/> Historic Building	<input type="checkbox"/> Demolition <input checked="" type="checkbox"/> Chapter 3. Prescriptive Compliance Method <input type="checkbox"/> Chapter 13. Performance Compliance Method
<p>Select Work Involved: Check all that apply.</p>	<input checked="" type="checkbox"/> General Construction <input type="checkbox"/> Roofing <input type="checkbox"/> Asbestos Abatement/Environmental <input type="checkbox"/> Fire Alarm	<input type="checkbox"/> Structural <input checked="" type="checkbox"/> Mechanical <input checked="" type="checkbox"/> Plumbing <input checked="" type="checkbox"/> Electrical	<input checked="" type="checkbox"/> Site Work <input type="checkbox"/> Sprinkler <input type="checkbox"/> Elevators <input type="checkbox"/> Other: _____

CODE COMPLIANCE REVIEW						
Applicant shall provide all applicable information in regards to the code topic and section listed below.						
1. Code Compliance Review is based on the 2010 NY State Building Code for New Construction. If any other building code applies to the location or type of construction, provide applicable code and sections that most closely relates and references the code topic and information in the code sections listed below. Provide appropriate abbreviations for other applicable codes, such as: FC: Fire Code, PC: Plumbing Code, MC: Mechanical Code, FGC: Fuel Gas Code, ECCC: Energy Conservation Code.						
2. Provide the Required standard for each applicable code section. (i.e.: area, quantity, classification type, materials, hourly separation, etc.). If section does not apply, indicate one of the following with explanation: NA: Not Applicable, NR: Not Required, NP: Not Permitted						
3. Provide your facilities "Actual" value for each required standard as per applicable code section.						
No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
1	Use & Occupancy Classification	302.1 - 312		Use & occupancy of this facility. Identify all applicable materials, class and quantities regarding Table 307.1.	Existing Occupancy - Business Group B.	Proposed Occupancy - Mercantile Group M



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
2	Combustible Storage	413		All combustible storage areas and rooms, as per applicable Building and Fire Codes. Identify all combustible stored materials, area and room dimensions, all required fire separations, and exit requirements.	High-piled stock or rack storage shall comply with FC	NA - no areas in this facility are intended to contain such storage.
3	Hazardous Materials	414		All hazardous materials stored or used as per applicable Building and Fire Codes. Identify all combustible stored materials, area and room dimensions, all required fire separations, and exit requirements.	Provisions apply to buildings occupied for manufacturing, processing, dispensing, use or storage of hazardous materials	NA - no areas in this facility are intended to house hazardous materials
4	Hazardous Materials Control Areas	414.2		Provide additional information indicating number, size, materials stored, and quantity of each material.	Control Areas shall comply with 414.2.1 through 414.2.5	NA - see response to Item 3 above, no control areas are
5	Building Area & Height	501-507		Provide the building area & height Provide all calculations and cite applicable code sections for increased Building Area & Heights allowed per building code(s).	Business Group B of Type IIB Construction = 4 Stories, 55 feet in height, and 23,000	1 story, 15 feet high, 5,944 SF area, building.
6	Incidental Use Areas	508.2		Identify all Incidental Use Areas and required fire separation of occupancies on Building Plans.	Incidental Use areas shall comply with provisions of	Control / Vault area is a storage area that exceeds



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
7	Mixed Occupancies	508.3		Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	Group B and Group M, Non-sprinklered separation required is 2 hours	2 Hour fire barrier between Dispensing Facility (Group M) and Other Tenant spaces
8	Nonseparated Uses	508.3.2		Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	Most restrictive provisions apply is uses are non-separated.	NA - occupancies will be separated according to 508.3.3
9	Separated Uses (Ratio < 1)	508.3.3		Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	Sum of ratios of separated occupancies shall not exceed one.	B - 13,748/23,000 = .59 M - 4,752/12,500 = .28 Total - .59+.28 = .97,
10	Construction Classification	602		Provide Construction Classification per each building included in Application.	Type IIB - noncombustible, unprotected.	Type IIB - noncombustible, unprotected.
11	Fire Resistance Rating Reqmt for Building Elements	Table 601		Provide Fire Resistance Rating per each building element as per Table 601. Identify rating & elements on Building Plans.	Structural Frame - 0 Hours Bearing Walls (Exterior) - 0 Hours	Structural Frame - 0 Hours Bearing Walls (Exterior) - 0 Hours



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
12	Exterior Wall Fire-Resistance Rating	Table 602		Identify required fire resistance rating of exterior walls on Building Plan(s).	Fire separation distance greater than 30 feet = 0 Hours	0 Hours
13	Exterior Fire Separation Distance	Table 602		Identify required fire separation distance of exterior walls between Buildings on Plan.	Fire separation distance greater than 30 feet = 0 Hours	0 Hours
14	Fire Walls	705		Provide code information and identify all applicable required Fire Wall(s) and fire resistance requirement on Building Plans.	Fire walls provide a complete separation of buildings	NA - no fire walls are required for building or occupancy separations
15	Fire Barriers	706		Provide code information and identify all applicable required Fire Barrier(s) and fire resistance requirement on Building Plans.	Fire Barriers required by this Code of FC shall comply with this section. 2 hour fire	2 Hour fire barrier between Dispensing Facility (Group M) and Other Tenant spaces
16	Shaft Enclosures	707		Provide code information and identify all applicable required Shaft Wall(s) and fire resistance requirement on Building Plans.	2 Hours where connecting four or more stories. 1 hour where connecting	NA - single story building, therefore no shaft walls exist
17	Fire Partitions	708		Provide code information and identify all applicable required Fire Partition(s) and fire resistance requirement on Building Plans.	Corridor walls as required by section 1017 shall be fire partitions	One hour fire partition provided at corridor walls.



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
18	Horizontal Assemblies	711		Provide code information and identify all applicable required Horizontal Assemblies and fire resistance requirement on Building Plans.	Fire rating not less than that required by building type	NA - building is only one story and does not include any areas requiring a
19	Fire Protection: Sprinkler System	903		Indicate Type of Sprinkler System: <input checked="" type="checkbox"/> NFPA 13 <input type="checkbox"/> NFPA 13 R <input type="checkbox"/> NFPA 13D Provide code information of all applicable requirements for Automatic Sprinkler Systems with code section cited.	Sprinklers are required throughout all Group M Occupancies where the Group M fire area exceeds	NA - building does not exceed square footage or occupancy values.
20	Alt. Fire Extinguishing System	904		Provide code information of all applicable requirements for Alternative Automatic Fire-Extinguishing Systems with code section(s) cited.	NA	NA
21	Standpipe System	905		Provide code information of all applicable requirements for Standpipe Systems with code section(s) cited.	NR	NR
22	Fire Alarm & Detection Systems	907		Provide code information of all applicable requirements for Fire Alarm System(s) with code section cited. Indicate Type of Fire Alarm System <input checked="" type="checkbox"/> Addressable <input type="checkbox"/> Hardwired (zoned)	Manual fire alarm systems are required in Group M occupancies having an occupant load of 500 or	Manual Fire Alarm system will be provided.



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
23	Emergency Alarm System	908		Provide code information of all applicable requirements for Emergency Alarm Systems with code section cited.	NA	NA
24	Fire Department Connections	912		Identify Fire Department connections in accordance with NFPA applicable standard.	NA	NA
25	Exits	1001.1 & 2		Identify on the Building Plans and documents, per each door, the following information: door width, door height, direction of swing, type of construction, hourly rating, and door closures.	Means of egress system shall be as required by this chapter.	Complies
26	Occupant Load	1004 & Table 1004.1.1		Identify the use/name of each room, dimensions of each room, and Occupant Loads per each room on the Building Plans.	Mercantile: Grade Floor Areas = 30 gross / Storage, stock shipping areas = 300	Grade Floor Areas - 2,552 / 30 = 86 occupants Storage stock shipping
27	Egress Width	1005		Provide egress widths & cite applicable code section(s) and requirement(s) on the Building Plans	Stairwells - 0.3 inches per occupant	Stairwells - NA Other Components - 90 x 0.2
28	Accessible Means of Egress	1007.1		Provide accessible means of egress as per Section 1007 & cite applicable code section(s) and requirement(s) on the Building Plans.	Not less than one accessible means of egress is required. Two accessible means of	Two accessible means of egress provided.



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
29	Doors, Gates, and Turnstiles	1008		Means of egress doors shall meet the requirements of this section.	32 inch minimum clear width	36 inch wide doors provided
30	Interior Stairs	1009		Identify the following information for each stairway on the Building Plan(s): the width of stairways; the height, width, depth and number of risers and treads; dimensions of landings; stairway construction type; and handrail height.	44 inch minimum width, 80 inch headroom, 7 inch max / 4 inch min riser and 11 inch minimum tread depth.	NA - no means of egress stairs exist in this building
31	Ramps	1010.1		Identify the following information of each ramp, on the Building Plan(s): width; total vertical rise; length of ramp; and handrail height.	Provisions of section shall apply to ramps used as a component of the means of	NA - no means of egress ramps exist in this building
32	Common Path of Travel	1014.3		Identify on the Building Plan(s): the length of the "Common Path of Travel" per each room as per applicable building code requirements.	Common path of egress travel shall not exceed 75 feet	68 feet is maximum Common Path of Travel per design layout
33	Exit Doorway Arrangement	1015		Identify on the Building Plan(s): applicable building code requirements for all Exits and Exit Access Doorways per each room and required exits in all buildings.	Two exits are required when occupant load of Table 1015.1 is exceeded. Doors	Two exits are provided due to occupant load and placed according to Section
34	Corridor Fire Rating	1017.1		Identify, on the Building Plan(s): all corridors with required fire resistance and the applicable fire rating.	Corridors shall be fire partitions of ratings noted on	M occupancy without sprinkler system = 1 hour



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
35	Corridor Width	1017.2		Identify on the Building Plan(s): the width of all corridors. Provide applicable code section(s) and requirement(s).	As determined by Section 1005.1 but not less than 44 inches.	60 inches provided.
36	Dead End Corridor	1017.3		Corridors shall not exceed the maximum dead end corridor length as per applicable code.	No dead ends in corridors more than 20 feet in length.	No dead-end corridors exist.
37	Number of Exits and Continuity	1019		Identify on the Building Plan(s): required number of exits, continuity and arrangement as per the applicable code requirements.	All locations shall have access to minimum number of exits per Table 1019.1	2 exits provided based on occupant load with continuity maintained throughout. See
38	Vertical Exit Enclosures	1020		Identify on the Building Plan(s): all applicable code requirements for each Vertical Exit Enclosure.	Interior exit stairways and ramps to be enclosed with fire barriers	NA - building is only one story and no vertical exits exist
39	Exit Passageways	1021		Identify on the Building Plan(s): all applicable code requirements for each Exit Passageway.	Exit passageways shall comply with the requirements of this Section.	NA - no exit passageways are provided.
40	Horizontal Exits	1022		Identify on the Building Plan(s): all applicable code requirements for each Horizontal Exit.	Horizontal exits serving as an exit in a means of egress shall comply with referenced	NA - no horizontal exits exist in building



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
41	Exterior Exit Ramps & Stairways	1023		Identify on the Building Plan(s): all applicable code requirements for each exterior exit ramps and stairways.	Exterior exit ramps and stairways serving as a	NA - no exterior exit ramps and stairways exist
42	Exit Discharge	1024		Identify on the Building Plan(s): all applicable code requirements for each Exit Discharge.	Shall be directly to exterior of building at grade or	Exits discharge at grade with direct access to a public way.
43	Accessibility	1101.1 - 1110 & ICC/A117.1(03)		Identify on the Building Plan(s): all applicable code requirements such that the design and construction of each building/facility provides accessibility to physically disabled persons.	Buildings and facilities shall be designed and constructed to be accessible.	Accessible entrances, routes, egress paths, and toilet rooms will be provided.
44	Energy Conservation	2010 NYS ECCC & IECC 2012	EBC Section 908	Identify the R-Value and U-Value of each construction component and assembly of the building envelope as required in the applicable energy and building code(s).	Renovations shall conform to the ECCC for new construction without	Existing exterior building envelope will be unaltered. If alterations is required the
45	Emergency & Standby Power	2702.1	NFPA 110 and 111	Identify emergency & Standby Power locations and specifications of the system to be provided.	Emergency Power required by this Code or the FC shall comply with this Code.	Life safety and Security Systems will be provided with batter back-up and
46	Smoke Control Systems	2702.2.2		Identify the Standby power for smoke control systems in accordance with Section 909.11 of NYS Building Code.	Smoke control systems shall be provided with stand-by power.	NA - no smoke control systems exist or are required.



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
47	Plumbing Fixture Count	2902.1		Identify on the Building Plan(s): the minimum plumbing facilities as per applicable plumbing code(s).	Group M: WC - 1 per 500 per sex	WC - one per sex Lavatories - one per sex
48	Available Street Water Pressure			Provide the available street or well water pressure.		80 PSI
49	Fire Apparatus Access Road	FC503.1		Identify on the Site Plan: Fire Apparatus Road, Fire Lane and other Fire Service requirements per applicable Building and Fire Codes.	Shall extend to within 150 feet of all portions of the facility where equipped with	Access is provided to all sides of the facility.

Butler Evergreen
 Medical Marijuana Program
 Application for Registration as a Registered Organization

Appendix B - Architectural Program

Facility Address: 5795 Bridge Street, Dewitt, New York 13057

Code Compliance Review Attachment *(Note that not all data fit in the provided boxes)*

No.	Topic	Required Code Value/Allowed Code Value	Facility's Actual Value
1	Use & Occupancy Classification	Existing Occupancy - Business Group B	Proposed Occupancy - Mercantile Group M
2	Combustible Storage	High-piled stock or rack storage shall comply with FC	NA - no areas in this facility are intended to contain such storage
3	Hazardous Materials	Provisions apply to buildings occupied for manufacturing, processing, dispensing, use or storage of hazardous materials.	NA - no areas in this facility are intended to house hazardous materials
4	Hazardous Materials Control Area	Control Areas shall comply with 414.2.1 through 414.2.5 and the FC.	NA - see response to Item 3 above, no control areas are required
5	Building Area & Height	Business Group B of Type IIB Construction = 4 Stories, 55 feet in height, and 23,000 SF. Mercantile Group M of Type IIB Construction = 4 Stories, 55 feet in height, and 12,500 SF.	1 story, 15 feet high, 5,944 SF area, building
6	Incidental Use Areas	Incidental Use areas shall comply with provisions of this Section	Control / Vault area is a storage area that exceeds 100 SF - one hour fire-rated partition is provided.
7	Mixed Occupancies	Group B and Group M, Non-sprinklered separation required is 2 hours	2 Hour fire barrier between Dispensing Facility (Group M) and Other Tenant spaces (Group B) provided.

Butler Evergreen
 Medical Marijuana Program
 Application for Registration as a Registered Organization

Appendix B - Architectural Program

Facility Address: 5795 Bridge Street, Dewitt, New York 13057

Code Compliance Review Attachment (Note that not all data fit in the provided boxes)

No.	Topic	Required Code Value/Allowed Code Value	Facility's Actual Value
8	Nonseparated Uses	Most restrictive provisions apply is uses are non-separated.	NA - occupancies will be separated according to 508.3.3
9	Separated Uses (Ratio < 1)	Sum of ratios of separated occupancies shall not exceed one.	B - 13,748/23,000 = .59 M - 4,752/12,500 = .28 Total - .59+.28 = .97, therefore compliant
10	Construction Classification	Type IIB - noncombustible, unprotected.	Type IIB - noncombustible, unprotected.
11	Fire Resistance Rating Req'm't for Building Elements	Structural Frame - 0 Hours Bearing Walls (Exterior) - 0 Hours Bearing Walls (Interior) - 0 Hours Nonbearing Walls and Partitions (Exterior) - See Item No. 12 Nonbearing Walls and Partitions (Interior) - 0 Hours Floor Construction - 0 Hours Roof Construction - 0 Hours	Structural Frame - 0 Hours Bearing Walls (Exterior) - 0 Hours Bearing Walls (Interior) - 0 Hours Nonbearing Walls and Partitions (Exterior) - See Item No. 12 Nonbearing Walls and Partitions (Interior) - 0 Hours Floor Construction - 0 Hours Roof Construction - 0 Hours
12	Exterior Wall Fire-Resistance Rating	Fire separation distance greater than 30 feet = 0 Hours	0 Hours

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Facility Address: 5795 Bridge Street, Dewitt, New York 13057

Code Compliance Review Attachment *(Note that not all data fit in the provided boxes)*

No.	Topic	Required Code Value/Allowed Code Value	Facility's Actual Value
13	Exterior Fire Separation Distance	Fire separation distance greater than 30 feet = 0 Hours	0 Hours
14	Fire Walls	Fire walls provide a complete separation of buildings	NA - no fire walls are required for building or occupancy separations
15	Fire Barriers	Fire Barriers required by this Code of FC shall comply with this section. 2 hour fire barrier required between Group M and B occupancies.	2 Hour fire barrier between Dispensing Facility (Group M) and Other Tenant spaces (Group B) provided.
16	Shaft Enclosures	2 Hours where connecting four or more stories. 1 hour where connecting less than four stories	NA - single story building, therefore no shaft walls exist
17	Fire Partitions	Corridor walls as required by section 1017 shall be fire partitions.	One hour fire partition provided at corridor walls.
18	Horizontal Assemblies	Fire rating not less than that required by building type	NA - building is only one story and does not include any areas requiring a horizontal assembly
19	Fire Protection: Sprinkler System	Sprinklers are required throughout all Group M Occupancies where the Group M fire area exceeds 12,000.	NA - building does not exceed square footage or occupancy values.

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Appendix B - Architectural Program

Facility Address: 5795 Bridge Street, Dewitt, New York 13057

Code Compliance Review Attachment *(Note that not all data fit in the provided boxes)*

No.	Topic	Required Code Value/Allowed Code Value	Facility's Actual Value
20	Alt. Fire Extinguishing System	NA	NA
21	Standpipe System	NR	NR
22	Fire Alarm & Detection Systems	Manual fire alarm systems are required in Group M occupancies having an occupant load of 500 or more persons. Fire detection is required where areas of Group M occupancies are not protected by an automatic sprinkler system and that have an occupant load of more than 100 people.	Manual Fire Alarm system will be provided.
23	Emergency Alarm System	NA	NA
24	Fire Department Connections	NA	NA
25	Exits	Means of egress system shall be as required by this chapter.	Complies

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Facility Address: 5795 Bridge Street, Dewitt, New York 13057

Code Compliance Review Attachment (*Note that not all data fit in the provided boxes*)

No.	Topic	Required Code Value/Allowed Code Value	Facility's Actual Value
26	Occupant Load	Mercantile: Grade Floor Areas = 30 gross / Storage, stock, shipping areas = 300 gross	Grade Floor Areas - 2,552 / 30 = 86 occupants Storage, stock, shipping areas - 1,200 / 30 = 4. 90 total occupants.
27	Egress Width	Stairwells - 0.3 inches per occupant Other egress components = 0.2 inches per occupant	Stairwells - NA Other Components - 90 x 0.2 = 18 inches. Therefore, minimum requirements noted elsewhere shall apply.
28	Accessible Means of Egress	Not less than one accessible means of egress is required. Two accessible means of egress are required,	Two accessible means of egress provided.
29	Doors, Gates, and Turnstiles	32 inch minimum clear width and maximum width of 48 inches. Side-hinged swinging in the direction of egress travel. 15 pound operating force entrance doors / 5 pound force for interior doors without closers.	36 inch wide doors provided (32 inch clear) meeting all noted requirements.
30	Interior Stairs	44 inch minimum width, 80 inch headroom, 7 inch max / 4 inch min riser and 11 inch minimum tread depth.	NA - no means of egress stairs exist in this building
31	Ramps	Provisions of section shall apply to ramps used as a component of the means of egress	NA - no means of egress ramps exist in this building
32	Common Path of Travel	Common path of egress travel shall not exceed 75 feet.	68 feet is maximum Common Path of Travel per design layout.

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Facility Address: 5795 Bridge Street, Dewitt, New York 13057

Code Compliance Review Attachment (*Note that not all data fit in the provided boxes*)

No.	Topic	Required Code Value/Allowed Code Value	Facility's Actual Value
33	Exit Doorway Arrangement	Two exits are required when occupant load of Table 1015.1 is exceeded. Doors shall be unobstructed at all times and placed at a distance apart equal to not less than one-half of the length of the maximum overall building dimension.	Two exits are provided due to occupant load and placed according to Section 1015.2.1
34	Corridor Fire Rating	Corridors shall be fire partitions of ratings noted on Table 1017.1	M occupancy without sprinkler system = 1 hour rated fire partitions are provided.
35	Corridor Width	As determined by Section 1005.1 but not less than 44 inches.	60 inches provided.
36	Dead End Corridor	No dead ends in corridors more than 20 feet in length.	No dead-end corridors exist.
37	Number of Exits and Continuity	All locations shall have access to minimum number of exits per Table 1019.1. Shall be continuous from entry into exit to the exit discharge and doors arranged per 1015.2	2 exits provided based on occupant load with continuity maintained throughout. See Item 33 for exit door arrangement.
38	Vertical Exit Enclosures	Interior exit stairways and ramps to be enclosed with fire barriers	NA - building is only one story and no vertical exits exist
39	Exit Passageways	Exit passageways shall comply with the requirements of this Section,	NA - no exit passageways are provided.

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Appendix B - Architectural Program

Facility Address: 5795 Bridge Street, Dewitt, New York 13057

Code Compliance Review Attachment (*Note that not all data fit in the provided boxes*)

No.	Topic	Required Code Value/Allowed Code Value	Facility's Actual Value
40	Horizontal Exits	Horizontal exits serving as an exit in a means of egress shall comply with referenced section	NA - no horizontal exits exist in building
41	Exterior Exit Ramps & Stairways	Exterior exit ramps and stairways serving as a means of egress shall comply with this section	NA - no exterior exit ramps and stairways exist
42	Exit Discharge	Shall be directly to exterior of building at grade or provide direct access to grade	Exits discharge at grade with direct access to a public way.
43	Accessibility	Buildings and facilities shall be designed and constructed to be accessible.	Accessible entrances, routes, egress paths, and toilet rooms will be provided.
44	Energy Conservation	Renovations shall conform to the ECCC for new construction without requiring unaltered portions to comply. Zone 5A = R-25ci Roof, R-13+R-7.5ci Walls, R-10ci for 24 inches at slabs. Doors - U-0.37 swinging and R-4.75 roll-up.	Existing exterior building envelope will be unaltered. If alterations is required the impacted areas will be designed with new insulation to comply with the ECCC.
45	Emergency & Standby Power	Emergency Power required by this Code or the FC shall comply with this Code, NFPA 110 and 111	Life safety and Security Systems will be provided with batter back-up and emergency power.

Butler Evergreen
 Medical Marijuana Program
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Appendix B - Architectural Program

Facility Address: 5795 Bridge Street, Dewitt, New York 13057

Code Compliance Review Attachment *(Note that not all data fit in the provided boxes)*

No.	Topic	Required Code Value/Allowed Code Value	Facility's Actual Value
46	Smoke Control Systems	Smoke control systems shall be provided with stand-by power.	NA - no smoke control systems exist or are required.
47	Plumbing Fixture Count	Group M: WC - 1 per 500 per sex Lavatories - 1 per 750 per sex Drinking Fountains - 1 per 1,000 1 Service Sink	WC - one per sex Lavatories - one per sex Drinking Fountain -one Service Sink - one
48	Available Street Water Pressure		80 PSI
49	Fire Apparatus Access Road	Shall extend to within 150 feet of all portions of the facility where equipped with an automatic sprinkler system.	Access is provided to all sides of the facility.

Redacted pursuant to N.Y. Public Officers Law, Art. 6



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Fax: 315-455-9667
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PRELIMINARY
NOT FOR
CONSTRUCTION



BUTLER-EVERGREEN GROUP
SYRACUSE REGION DISPENSARY
5795 BRIDGE STREET
DEWITT, NY 13057

MARK	DATE	DESCRIPTION
REVISIONS		

PROJECT NO: D23.005.001

DATE: JUNE 2015

DRAWN BY: L. M. ROYER

DESIGNED BY: M. W. LAMONTAGNE, AIA

CHECKED BY: R. L. SLADE, PE, RA

NO ALTERATION PERMITTED HEREON
EXCEPT AS PROVIDED UNDER SECTION
7209 SUBDIVISION 2 OF THE NEW YORK
EDUCATION LAW

FIRST FLOOR PLAN

A-101



A1 FIRST FLOOR PLAN
SCALE: 1/8"=1'-0"



C&S Architects, Engineers & Landscape Architect, PLLC.
499 Col. Eileen Collins Blvd.
Syracuse, New York 13212
Phone: 315-455-2000
Fax: 315-455-9667
www.cscos.com

PRELIMINARY
NOT FOR
CONSTRUCTION



BUTLER-EVERGREEN GROUP
SYRACUSE REGION DISPENSARY
5795 BRIDGE STREET
DEWITT, NY 13057

MARK	DATE	DESCRIPTION
REVISIONS		

PROJECT NO: D23.005.001
 DATE: JUNE 2015
 DRAWN BY: L. M. ROYER
 DESIGNED BY: M. W. LAMONTAGNE, AIA
 CHECKED BY: R. L. SLADE, PE, RA
 NO ALTERATION PERMITTED HEREON
 EXCEPT AS PROVIDED UNDER SECTION
 7209 SUBDIVISION 2 OF THE NEW YORK
 EDUCATION LAW

CODE COMPLIANCE PLAN

CC-101

D

C

B

A

D

C

B

A

A1 CODE COMPLIANCE PLAN
SCALE: 1/8" = 1'-0"





C&S Architects, Engineers, & Landscape Architect, PLLC
499 Col. Eileen Collins Blvd.
Syracuse, New York 13212
Phone: 315-455-2000
Fax: 315-455-9667
www.cscos.com

PRELIMINARY
NOT FOR
CONSTRUCTION



**BUTLER-EVERGREEN GROUP
SYRACUSE REGION DISPENSARY
5795 BRIDGE STREET
DEWITT, NY 13057**

MARK	DATE	DESCRIPTION
REVISIONS		
PROJECT NO:	D23.005.001	
DATE:	MAY 2015	
DRAWN BY:	S. P. ZAFERAKIS	
DESIGNED BY:	M. A. AMARO	
CHECKED BY:	S. H. SHOVA	

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**SYRACUSE
SITE PLAN**

EY-101

Redacted pursuant to N.Y. Public Officers Law, Art. 6



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Fax: 315-455-9667
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PRELIMINARY
NOT FOR
CONSTRUCTION



**MARSHALL FARMS
ELECTROMARK, INC.
WEST PORT BAY ROAD, WOLCOTT, N.Y. 14590**

MARK	DATE	DESCRIPTION
REVISIONS		

PROJECT NO:	D23.005.001
DATE:	MAY 2015
DRAWN BY:	S. P. ZAFERAKIS
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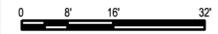
**SYRACUSE
SECURITY
BUILDING PLAN**

EY-102

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A1 SYRACUSE SECURITY BUILDING PLAN

SCALE: 1/16" = 1'





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ELECTROMARK, INC.
WEST PORT BAY ROAD, WOLCOTT, N.Y. 14590**

MARK	DATE	DESCRIPTION
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**SYRACUSE
SECURITY
SCHEDULE**

EY-103

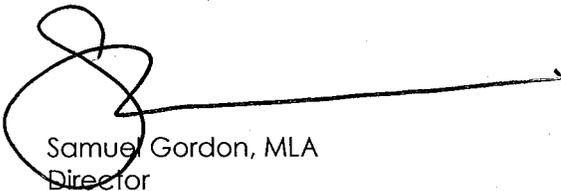
JUNE 3, 2015

Mark Doherty
Project Manager
Butler Evergreen
6188 West Port Road
Wolcott, NY 14590

Dear Mr. Doherty,

I would like to thank you in advance for your interest in doing business in the Town of DeWitt. I am writing in response to our meeting on May 19th 2015 here at the Town of DeWitt offices. Per our discussion, we have looked into the proposed use of a medical dispensary facility associated with medical marijuana per New York State rules and regulations. We have made the determination that this is an allowed use in the Town of DeWitt and would be treated as a retail store per the Town of DeWitt Zoning Code. Furthermore, we appreciate you taking the time to explain your business and the proposed site at 5795 Bridge Street. Please be advised that any proposed site improvements or façade modifications for the project will need site plan approval from the Town of DeWitt Planning Board prior to being eligible to apply for a building permit. We look forward to hearing from you on your progress.

Sincerely,



Samuel Gordon, MLA
Director

Attachment H - Security Plan

Requirement – The applicant has attached the security plan of the applicant’s proposed manufacturing and dispensing facilities indicating how the applicant will comply with the requirements of Article 33 of the Public Health Law, 10 NYCRR Part 1004, and any other applicable state or local law rule, or regulation, and labeled this attachment as “Attachment H.”

Redacted pursuant to N.Y. Public Officers Law, Art. 6

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Attachment H
Security Plan

Attachment H - Security Plan

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CONSTRUCTION



**BUTLER-EVERGREEN GROUP
BINGHAMTON REGION DISPENSARY
3714 VESTAL PARKWAY
VESTAL, NY 13850**

MARK	DATE	DESCRIPTION

PROJECT NO: D23.005.001
DATE: MAY 2015
DRAWN BY: S. P. ZAFERAKIS
DESIGNED BY: M. A. AMARO
CHECKED BY: S. P. ZAFERAKIS
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EDUCATION LAW

**BINGHAMTON
SITE PLAN**

EY-101

Redacted pursuant to N.Y. Public Officers Law, Art. 6

A1
 BINGHAMTON SECURITY BUILDING PLAN
 SCALE: 1/8" = 1'

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2

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4



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 CONSTRUCTION



**MARSHALL FARMS
 ELECTROMARK, INC.**
 WEST PORT BAY ROAD, WOLCOTT, N.Y. 14590

MARK	DATE	DESCRIPTION
REVISIONS		

PROJECT NO: D23.005.001
 DATE: MAY 2015
 DRAWN BY: S. P. ZAREKAS
 DESIGNED BY: M. A. AMARO
 CHECKED BY: S. H. SHOJA
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BINGHAMTON
 SECURITY
 BUILDING PLAN

EY-102



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PRELIMINARY
NOT FOR
CONSTRUCTION



**BUTLER-EVERGREEN GROUP
BUFFALO REGION DISPENSARY
144 FRENCH ROAD
BUFFALO, NY 14227**

MARK	DATE	DESCRIPTION

REVISIONS

PROJECT NO: D23.005.001
DATE: MAY 2015
DRAWN BY: S. P. ZAREWAS
DESIGNED BY: M.A. AMARO
CHECKED BY: S. H. SHOJA
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EDUCATION LAW

**BUFFALO
SECURITY
SITE PLAN**

EY-101

Redacted pursuant to N.Y. Public Officers Law, Art. 6

A1
 BUFFALO SECURITY BUILDING PLAN

SCALE: 1/8" = 1'

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 EDUCATION LAW

BUFFALO
 SECURITY
 BUILDING PLAN

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**MARSHALL FARMS
 ELECTROMARK, INC.**
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MARK	DATE	DESCRIPTION
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 CHECKED BY: S. H. SHOJA

BUFFALO
 SECURITY
 BUILDING PLAN

EY-102



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CONSTRUCTION



**BUTLER-EVERGREEN GROUP
ROCHESTER REGION DISPENSARY
3760 WEST HENRIETTA
ROCHESTER, NY 14623**

MARK	DATE	DESCRIPTION

PROJECT NO: D23005.001
DATE: MAY 2015
DRAWN BY: S.P. ZAFARANS
DESIGNED BY: M.A. AMARO
CHECKED BY: S.H. SHOJA
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**ROCHESTER
SITE PLAN**

EY-101



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**BUTLER-EVERGREEN GROUP
SYRACUSE REGION DISPENSARY
5795 BRIDGE STREET
DEWITT, NY 13057**

MARK	DATE	DESCRIPTION

REVISIONS

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DATE: MAY 2015
DRAWN BY: S. P. ZAREWAS
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**SYRACUSE
SITE PLAN**

EY-101

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A1 SYRACUSE SECURITY BUILDING PLAN

SCALE: 1/8" = 1'

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SYRACUSE
 SECURITY
 BUILDING PLAN

EY-102

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A1
 SYRACUSE SECURITY SCHEDULE
 SCALE: 1/8" = 1'

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SYRACUSE
 SECURITY
 SCHEDULE

EY-103

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A1
 ROCHESTER SECURITY BUILDING PLAN
 SCALE: 1/8" = 1'

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ROCHESTER
 SECURITY
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EY-102

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**WOLCOTT
SECURITY
SITE PLAN**

EY-101

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A1 WOLCOTT SECURITY BUILDING PLAN

SCALE: 1/8" = 1'

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EY-102



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**WOLCOTT
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EY-102A



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**WOLCOTT
SECURITY
BUILDING
SCHEDULE**

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Attachment I
Recent Financial Statement

Attachment I - Recent Financial Statement

Requirement - 1004.5(b)(16): ...the most recent financial statement of the applicant prepared in accordance with generally accepted accounting principles (GAAP) applied on a consistent basis and certified by an independent certified public accountant, including a balance sheet as of the end of the applicant's last fiscal year and income statements for the past two fiscal years, or such shorter period of time as the applicant has been in operation.

Response: Butler Evergreen has included here our most recent financial statement prepared in accordance with GAAP and certified by an independent certified public accountant.

BUTLER EVERGREEN LLC

NORTH ROSE, NEW YORK

AUDITED FINANCIAL STATEMENTS

AND

INDEPENDENT AUDITOR'S REPORT

MAY 28, 2015

CONTENTS

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Independent Auditor's Report	3
Balance Sheet	5
Statement of Operations and Members' Equity	6
Statement of Cash Flows	7
Notes to Financial Statements	8



MENGEL METZGER BARR & CO. LLP

Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT

Members

Butler Evergreen LLC

We have audited the accompanying financial statements of Butler Evergreen LLC, which comprise the balance sheet as of May 28, 2015, and the related statement of operations and members' equity and cash flows for the period from January 29, 2015 (inception of Company) to May 28, 2015, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to Butler Evergreen LLC's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Butler Evergreen LLC's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Butler Evergreen LLC as of May 28, 2015, and results of their operations and changes in members' equity and their cash flows for the period from January 29, 2015 (inception of Company) to May 28, 2015 in accordance with accounting principles generally accepted in the United States of America.

Mengel, Metzger, Baw & Co. LLP

Rochester, New York
June 1, 2015

Redacted pursuant to N.Y. Public Officers Law, Art. 6

Redacted pursuant to N.Y. Public Officers Law, Art. 6

Redacted pursuant to N.Y. Public Officers Law, Art. 6

Attachment J
Staffing Plan

Attachment J - Staffing Plan

Requirement - 1004.5(b)(18): ...a staffing plan for staff involved in activities related to the cultivation of marijuana, the manufacturing and/or dispensing of approved medical marijuana products and/or staff with oversight responsibilities for such activities, which shall include:

- I. a senior staff member with a minimum of one (1) year experience in good agricultural practices (GAP);*
- II. a quality assurance officer who shall exercise oversight of the organization's practices and procedures and who has documented training and experience in quality assurance and quality control procedures;*
- III. a requirement that all staff be twenty-one (21) years of age or older;*
- IV. a requirement that all staff involved in the manufacturing be trained in and conform to general sanitary practices; and*
- V. policies and procedures to ensure that the proposed registered organization shall not employ anyone who would come in contact with or handle medical marijuana who has been convicted of any felony of sale or possession of drugs, narcotics, or controlled substances in accordance with the requirements of section thirty-three hundred sixty-four of the public health law.*

Response: Butler Evergreen has a sophisticated, well-documented, and comprehensive staffing plan in place to guide the recruitment, hiring, training and managing of our employees.

Organizational Design

The team responsible for Butler Evergreen's operations is described on the Organizational Chart which can be found on the following page.

Butler Evergreen Organizational Chart



Position Descriptions

Butler Evergreen will be managed by a well qualified Executive Management Team, including the Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, Quality Assurance Officer, and Chief Security Officer. This team will be responsible for ensuring that the organization successfully delivers on its mission and business objectives; overseeing the day-to-day operations of the facilities; managing the core department managers; managing all strategies and tasks related to facilities, accounting, sales, marketing, and public relations; ensuring compliance with state laws and regulations; managing P&L financials; and serving as liaisons to the company's Advisory Board and external resources. Descriptions of all of the staff positions within Butler Evergreen can be found below.

Chief Executive Officer (CEO) – Leads the general charge and supervision of the affairs of the corporation, including but not limited to the organization's staff, programs, expansion, and establishment and execution of its mission.

Chief Financial Officer (CFO) – Contributes to the overall success of the organization by effectively managing all financial tasks for the organization including financial accounting and reporting, payroll preparation and administration, budget preparation, project management accounting, information technology, risk management, and office administration; oversees bookkeeping staff.

Administrative Assistant – Assists executive staff with administrative and office support including fielding telephone calls, receiving and directing visitors, word processing, creating spreadsheets and presentations, and filing.

Bookkeeping Associate – Supports the Chief Financial Officer through management of the organization's accounts (general ledger), records all transactions and post debits (costs) and credits (income), and produces financial statements and other reports for managers as needed.

Chief Operating Officer (COO) – Oversees dispensary and production facility operations; supervises and develops facility unit managers; ensures proper staffing levels and quality of hiring, training, and ongoing staff development; manages all strategies and tasks related to facilities, accounting, sales, marketing, public relations; ensures compliance with state/local laws and regulations; manages P&L financials; provides strategic direction to unit level managers; ensures full compliance at the unit level; provides operations support and direction to unit managers.

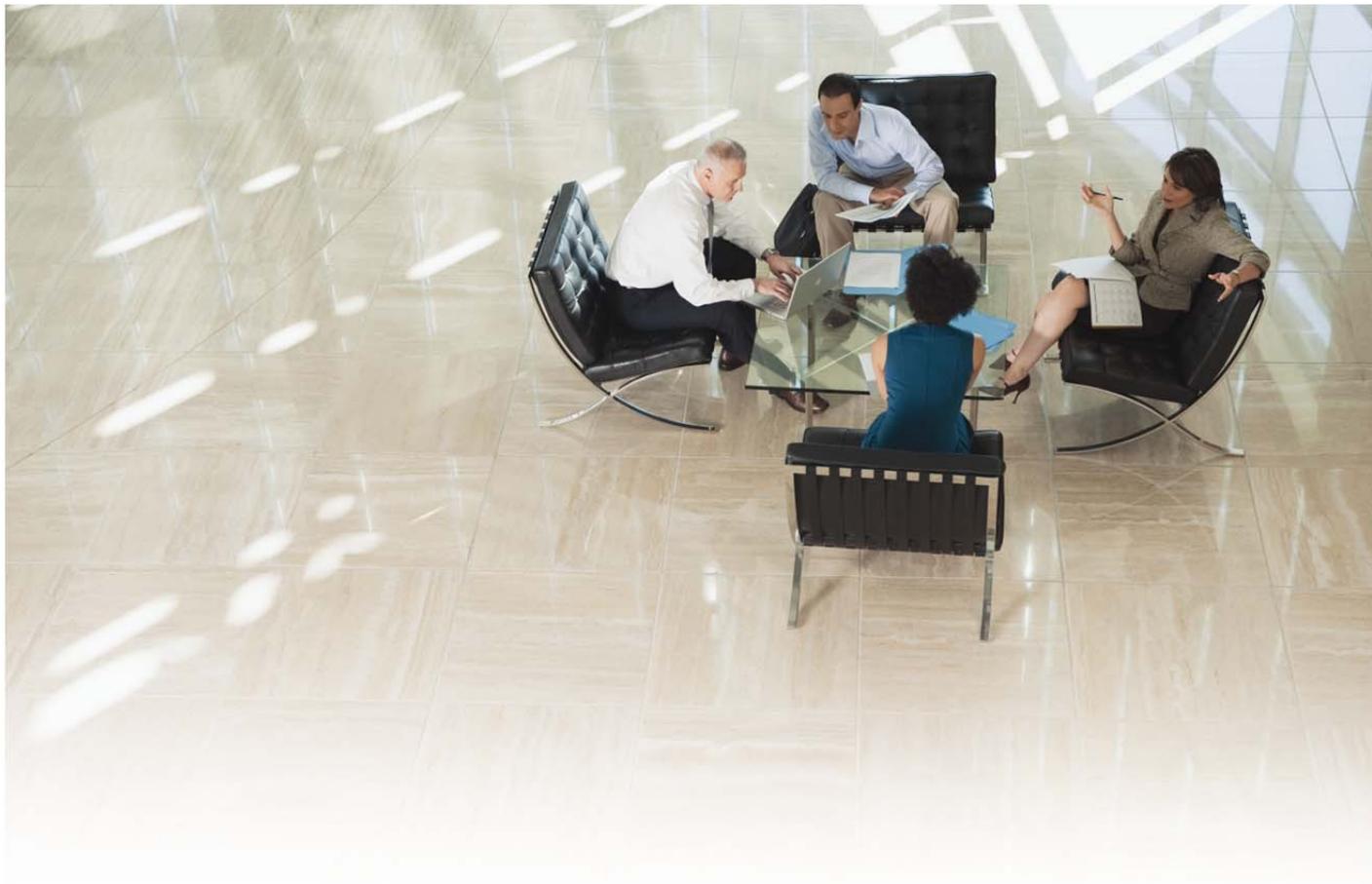
Human Resources Director – Responsible for the smooth and profitable operation of the company's human resources department; supervise and provide consultation to management on strategic staffing plans, compensation, benefits, training and development, budget, and labor relations; works to develop a culture that enables employees to perform in accordance with the organization's mission, values, and strategic objectives.

Note: Butler Evergreen will leverage our relationship with HR Works, Inc., a total solutions provider of human resource management services with offices in Fairport and East Syracuse, New York. Butler Evergreen believes that this relationship will help ensure the timely and prompt opening of Butler Evergreen facilities. HR Works will recruit an experienced and qualified Human Resources manager to begin employment immediately following license approval. HR Works will also provide off-site support services to the HR Manager and Butler Evergreen with regard to staff acquisition and employment requirements. The speedy acquisition of a qualified Human Resources Director and subsequent support services will allow Butler Evergreen to hire staff necessary to meet deadlines as required to complete a successful opening. Our agreement with HR Works, Inc. follows this section.

Dispensary Services Director – As a registered pharmacist, provides guidance, leadership, oversight, and quality assurance as it relates to medical compliance and patient safety and care; keeps abreast of medical/scientific research relating to medical marijuana directly or indirectly; reports those findings back to the leadership by way of formal communications that can be shared with dispensary and production staff as needed; offers strategic guidance as it relates to all aspects of patient care and medical safety, medical compliance, administering marijuana as medicine; provides oversight for the development and dissemination of educational materials for patients; provides oversight for staff training as it relates to patient care and medical safety; assists in the development and implementation of review and improvement processes for patient education and support provided by the dispensary. Ensures compliance with all rules, regulations, and reporting requirements as required now, or in the future, under the New York State Compassionate Care Act.

Patient Care Managers - Pharmacists – Serve as the registered pharmacist on-site during all hours of operation. Closely supervise the Member Services and Patient Care departments in providing patient reception, patient education and support, new patient orientation, and a positive patient experience overall; ensure the dispensary is in strict compliance with all state regulations with regard to patient registration and dispensary access; ensure educational materials are available to patients; orient patients as to their legal rights and responsibilities; receive and resolve any patient issues; supervise the daily operation of the Member Services and Patient Care departments in providing excellent patient service; oversee retail package handling, medicine display, proper dispensary floor storage of medicine, and accurate sales transactions and reporting; ensure full compliance in dispensing of medicine; ensure Patient Care staff provides outstanding patient service by providing absolute accuracy in the sales process; monitor and analyze sales reports, address patient concerns when necessary, and track and fulfill dispensary floor product and cash drawer needs.

Member Services Associate – Greet patients upon entrance to the dispensary, verify and check in patients, conduct new patient orientation, input data into patient database, address questions and resolve complaints, address special needs, and assist the Security team in monitoring the dispensary's security status.



Steve Hogan
Director, Business Development
O 585-381-8340 [REDACTED]
C 585-314-2779
Hogan@HRWorks-inc.com

Date: May 27, 2015
Prepared for: Butler Evergreen



200 Willow Brook Office Park Fairport, NY 14450
6700 Old Collamer Road East Syracuse, NY 13057
585-381-8340 315-299-6982
www.hrworks-inc.com

May 27, 2015

Mr. Scott Marshall
President & CEO
Butler Evergreen

Dear Scott,

Thank you for the opportunity for HR Works to provide Human Resource Management Support for Butler Evergreen's new patient-centered biopharmaceutical company to be located in Wolcott, NY.

Based on our extensive discussions regarding this project, HR Works is ready to provide the following support:

- HR Works will recruit and hire a HR Manager for Butler Evergreen who will oversee day-to-day HR operations at Butler Evergreen, as well as setting up and developing HR processes and systems.
- A separate HR Works' Consultant will provide off-site recruiting support to help with the initial hiring of staff needed to administrate and operate the Wolcott facility.
- HR Works will provide Virtual HR Support Services to help provide necessary expertise and guidance for the establishment of HR processes and systems, providing necessary HR forms & documentation, as well as consultation for various situations that could arise.

Included in this proposal are the agreements for you to review and sign for us to commence on the work listed above. We appreciate the opportunity for HR Works to provide HR support for the new facility.

Sincerely,
Steve

Steve Hogan
HR Works, Inc.
Director, Business Development
595-381-8340 [REDACTED]
Hogan@HRWorks-inc.com



About HR Works

HR Works, Inc. is a total solutions provider of human resource management services. Founded in 1991, HR Works is a New York State Certified Woman-Owned Business headquartered in Rochester, New York, with offices in Syracuse, New York. The company provides human resource consulting and outsourcing services to over 1,000 clients nationally, and is one of the largest independently owned HR consulting firms in the United States. We work in partnership with our clients and are committed to the delivery of quality, innovative, value-added human resource products and services that exceed customer expectations. Our products and services include:

- Human Resource Compliance Services
- Affirmative Action Services
- On-site Human Resource Management Support
- Outsourced Benefits Administration Services
- Human Resource Information Systems/Self-Service Technology
- Talent Management & Recruiting Services
- Professional Development

HR Works' infrastructure is comprised of both HR generalists and senior level specialists. As a result, our clients receive a multi-tiered approach to human resource management that meets their individual requirements. HR Works is retained not only by corporate clients, but also by law firms and other human resource consulting groups for our expertise in EEO/affirmative action, employee benefits design, HRIS technology, employment practices training, employment regulations, and policy and procedure documentation.

Awards and Recognition

- **New York State Certified Woman-Owned Business**
- **New York State SHRM "Best Companies to Work" List- 2011, 2012, 2013, 2014, & 2015**
- **Rochester Business Ethics Award**
- **Inc. Magazine – Fastest Growing Companies in America- 2011, 2012, 2013, 2014**
- **Rochester Top 100 – Fastest Growing Private Companies- 2012, 2013, 2014**
- **Chubb Group of Insurance Companies – Preferred Provider:** Selected as one of only 13 human resource-consulting firms in the United States by the Chubb Group of Insurance Companies to assist clients in reducing their exposure to lawsuits. As part of Chubb's Employment Practices Loss Prevention Services, they underwrite a portion of their clients' HR Works' fees associated with the development of affirmative action plans, employee handbooks, HR audits and employment practices/supervisory training.



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CLIENT AGREEMENT DIRECT PLACEMENT SERVICES

CLIENT: Butler Evergreen

DATE: May 27, 2015

This letter confirms our agreement that Butler Evergreen has retained HR Works, Inc. to recruit a full time HR Manager for the organization. The terms of this agreement are as follows:

1. HR Works, Inc. will provide direct hire services for Butler Evergreen. As part of these services, HR Works is able to:
 - Assist in creating the job description;
 - Source candidates using a variety of methods;
 - Qualify potential candidates based on the job descriptions' identified qualifications;
 - Conduct in-depth phone screens;
 - Conduct first round interviews with candidates;
 - Present candidate bios and resumes to Butler Evergreen;
 - Schedule interviews with hiring managers and follow up after interviews;
 - Assist with the offers to ensure clear communications; and
 - Handle communications with candidates who have not been selected for the position.
2. The cost for the direct hire service is 20 percent of the first year annual salary. The fee balance is due upon successful completion of the search. Routine advertising and sourcing will be covered with this fee. Butler Evergreen will assume costs for specialized advertising if required.
3. Should Butler Evergreen choose to hire HR Works' Recruiter during the period they are providing the Services, and for a period of six months thereafter, the fee for a contract buyout will be 30% of the annualized salary.
4. All placements made by HR Works are guaranteed for 45 days from date of hire. If the candidate voluntarily terminates his/her employment or is terminated due to misrepresentation during this time, HR Works will replace the candidate at no cost to Butler Evergreen.

This guarantee is contingent upon payment of the placement fee within 15 days of the invoice date. The guarantee does not apply to involuntary terminations due to lack of work, organizational changes, reorganization, downsizing or other reasons beyond the control of the candidate or the scope of work they were hired to perform.

5. All information that is provided to HR Works regarding the operations of Butler Evergreen will be kept in the strictest of confidence.
6. Butler Evergreen agrees and acknowledges that HR Works is not engaged in rendering legal services. Butler Evergreen, and not HR Works, retains the right to, and will make, all final decisions concerning human resources issues at Butler Evergreen. HR Works shall not be responsible for, and does not warrant, the human resource decisions made by Butler Evergreen, nor the truth or accuracy of any data provided to HR Works by Butler Evergreen or third parties.

7. Butler Evergreen further agrees to indemnify, defend and hold harmless HR Works and HR Works' directors, officers, employees, and agents from and against all claims, losses, suits, damages, and expenses arising out of, or resulting from, whether directly or indirectly, the provision of services under this Agreement, except to the extent due to the gross negligence or intentional misconduct of HR Works or HR Works' directors, officers, employees, or agents.

AUTHORIZATION TO PROCEED

I agree to the terms in the above letter and grant authorization to proceed in accordance with these terms.



05/27/2015

HR Works Representative / Date

Authorization Signature / Date



200 WillowBrook Office Park Fairport, NY 14450
6700 Old Collamer Road East Syracuse, NY 13057
585-381-8340 315-299-6982
www.hrworks-inc.com

Client Agreement Human Resource Support Services

COMPANY NAME: Butler Evergreen

DATE: May 27, 2015

This letter confirms our agreement that Butler Evergreen is retaining HR Works, Inc. for recruiting support. The terms of this agreement are as follows:

1. An HR Works, Inc. Consultant will provide recruiting support to Butler Evergreen for the staffing needs associated with the new Wolcott facility. The Consultant will work off-site for Butler Evergreen for 24-32 hours per week.
2. For these services, Butler Evergreen agrees to pay HR Works a fee of \$65.00 per hour for any hours worked. A premium of \$15.00/per hour will be invoiced for any hours worked in excess of 40 hours/per week. Any travel on behalf of the client will be billed, port to port, at the above rates. Additional fees associated with parking, travel, mileage and accommodations, if applicable, will be charged back to the client at cost. Onsite hours are subject to a 4 hour minimum. Mileage will be charged at the IRS business mileage rate. Fees will be invoiced bi-weekly and are due within 7 days of receipt. There will be a 1.5% finance charge per month for any outstanding invoice over 30 days.
3. Should Butler Evergreen choose to hire HR Works' Consultant during the period they are providing the Services, and for a period of six months thereafter, the fee for a contract buyout will be 20% of the annualized salary.
4. All information that is provided to HR Works regarding the operations of Butler Evergreen will be kept in the strictest of confidence.
5. This contract can be terminated by either party with two weeks' notice.
6. Butler Evergreen agrees and acknowledges that HR Works is not engaged in rendering legal services. Butler Evergreen and not HR Works retains the right to, and will make, all final decisions concerning human resources issues at Butler Evergreen. HR Works shall not be responsible for, and does not warrant the human resource or benefit administration decisions made by Butler Evergreen nor the truth or accuracy of any data provided to HR Works by Butler Evergreen or third parties.
7. Butler Evergreen further agrees to indemnify, defend and hold harmless HR Works and HR Works' directors, officers, employees, and agents from and against all claims, losses, suits, damages, and expenses arising out of, or resulting from, whether directly or indirectly, the provision of services under this Agreement, except to the extent due to the gross negligence or intentional misconduct of HR Works or HR Works' directors, officers, employees, or agents.

AUTHORIZATION TO PROCEED

I agree to the terms in this letter and grant authorization to proceed in accordance with these terms.



05/27/2015

HR Works, Inc. Representative / Date

Authorized Signature/Title /Date

Patient Care Associate – Provides outstanding patient service by efficiently providing medicine with absolute accuracy in the sales process; ensures medicine is sold only to current registered patients carrying a valid registration card, and that all sales are accurately and comprehensively tracked in the POS system.

Lab Director – Responsible for oversight of the in-house lab that conducts both quality control (compliance with regulatory requirements) and quality assurance (in-house testing done to ensure production targets are met). Verifies that all analytical methods to ascertain product quality are performed according to standard operating procedure and meet all applicable requirements. Leads the scientific and technical efforts of analytical development scientists. Responsible for physical and chemical characterizations, method development, validation, implementation, testing/reporting, and methods transfer to support the product development pipeline for production and final product formulation and quality control.

Lab Technician – Conducts everyday operations of in-house analytics in accordance with QA/QC procedures, to ensure that Butler Evergreen is producing a high quality, consistent, and contaminant free product. In addition to analyzing samples from horticulture and extractions, processes raw data from the horticultural department on measures of plant growth, percentage yields, and other KPIs. Informs improvements to the propagation system and tests modifications in procedure.

Extraction Technician – Handles the day-to-day operations of the supercritical fluid extractors, used to extract cannabinoids from the cannabis plant. Responsible for keeping records of total volume of raw cannabinoid extract, the volume of finally formulated products, and any defective product disposed of as waste.

Post-Processing Technician – Responsible for the day-to-day operations related to post-processing refinements of CO₂ oil. Works in conjunction with extraction technician and packaging technician.

Quality Assurance Officer – The Quality Assurance Officer will establish practices and procedures, with documented training and experience at all facilities. This position will provide operational and financial oversight to ensure that all New York State regulatory requirements are adhered to within the organization. The Quality Assurance Officer reports to the Chief Executive Officer and is independent from the operational chain of command. The Quality Assurance Officer will be responsible for supervising the quality of accounting and financial reporting within the organization. This person will also implement and monitor all internal controls and auditing procedures.

Cultivation Operations Director – Responsible for the implementation of facility cultivation standard operating procedures, including oversight, management, and success of the growing operation from start (i.e., seed, tissue culture, or clone as appropriate) to the point of handing off plant materials to the extraction department. Schedules and maintains all plant and plant-related

operations from cuttings and clones in the propagation phase, through vegetation, flowering and hand-off to extraction operations. Develops and maintains Integrated Crop Management (ICM) and Integrated Pest Management (IPM) program and procedures; oversees and enforces daily operations such as tea and dressing recipes, nutrient schedules, watering, harvesting. Responsible for the review and selection of supplies and amendments for use in the process, and for supply chain authorizations. Accountable for implementing all compliance programs including batch numbering of plants in compliance with documented company policies and procedures.

Crew Manager – Manages a team of four horticulturists and has responsibility for managing the plants in a number of rooms and under a number of lights, including: amending soil; transplanting starts; regimens of water and feeding; maintaining perfect room conditions (humidity, temp., etc.); and maintaining the health of the plants through regular leafing and skirting, pest control, and regimens of water and feeding. Responsible for for implementing all compliance programs including batch numbering of plants in compliance with documented company policies and procedures.

Horticulturists – Part of a multi-person team, and operating under a Crew Manager, has responsibility for a wide range of activities within the planting-to-harvest lifecycle of cannabis production including: amending soil; transplanting starts; regimens of water and feeding; maintaining perfect room conditions (humidity, temp., etc.); maintaining the health of the plants through regular leafing & skirting, pest control, and regimens of water and feeding. Responsible for for implementing all compliance programs including batch numbering of plants in compliance with documented company policies and procedures.

Propagation Manager – Responsible for the management of the two routine methods of propagation: cloning (asexual vegetative propagation) and tissue culture (micropropagation), as well as the germination of new seeds and recite of new clone or tissue sample genetics. Schedules and plans the canopy maintenance of mother plants from which clones are cut. Oversees the reporting of number of clones cut and established, as well as any plant waste material. Responsible for personnel management of clone and tissue culture staff, including guidance on micropropagation and archiving of genetics not currently in full production.

Clone Technician – Performs day-to-day cloning operations and conducts mother canopy maintenance strategy. As clones are cut from the mother plant, dipped in a proprietary solution to promote root growth, and established in rockwool cubes, maintains records of number of clones cut from mother plants, as well as records of clones established, and clones culled and disposed of as waste material by assigning and tracking a unique identifying number to each clone cut and established.

Tissue Culture Technician – Responsible for the day-to-day operations of the tissue culture lab. After receiving plant tissue from the cloning staff, creates small explants (microclones) and establishes product in a gel nutrient media (MS agar gel). Supervises the growth, selection, and culling of explants in culture vessels on lit racks to transition explants from sterile enclosed

vessel with gel media, to open ambient air and temperature, then to inert soil-like media (cocos) and then finally to an organic soil mixture.

Packaging Manager – Responsible for the oversight, management, and success of the weighing, packaging, and readiness-for-transport of the product to our dispensaries. Ensures that output product meets all regulatory, organizational, and patient-driven requirements. Develops and implements policies and procedures for the packaging and labeling of products in compliance with HACCP and Good Manufacturing Practices.

Responsible for the oversight and maintenance of packaging line equipment and supplies. Schedules and maintains packaging operations. Trains, develops, and supervises preparation and packaging personnel.

Packaging Associate – Responsible for receiving product from the filling area through an airlock, and applying the necessary labels to the products. Places products in polypropylene bags, which are also labeled and finally sealed. Stores finished sealed product in secure storage to await an order from one of the dispensaries. Maintains records of units packaged, as well as any defective units disposed of as waste.

Fulfillment Associate – Takes formulated cannabis medicine and uses a filler machine to transfer the cannabinoid product into the product container (such as a vaporization cartridge or dosing bottle) in a sterile environment to ensure Butler Evergreen is producing the highest-quality contaminant-free medicine. Maintains records of units filled, and any product found to be defective and disposed of as waste.

Maintenance Associates – Under the direction of the Chief Operating Officer, fix and maintain machines, mechanical equipment, and buildings, including plumbing, electrical, air-conditioning, and heating systems.

Chief Security Officer – Oversees overall planning, organizing, and execution of all security and information technology functions, equipment, policies and staff across the facilities; works closely with other members of the Executive Management Team to ensure that safety and security is achieved without negatively impacting the patient experience or staff productivity; and liaises with local law enforcement to address security concerns.

Information Technology Director – Oversees overall planning, organizing, and execution of all information technology functions across the facilities, including directing all Information Technology operations as well as the support and maintenance of communication systems and existing applications; designing and maintaining technology security protocols; interfacing with all IT vendors; developing new technical solutions; and managing all security and point-of-sale applications.

Information Technology Associate – Supports the Information Technology Director by carrying out installation, operation, and maintenance of computer systems and other technologies;

configures hardware and software; sets up peripherals such as printers or routers; repairs equipment, and provides daily support for computer network users.

Security Director – Establishes, installs, and manages security systems, equipment, and protocols required to ensure the security of all facilities/locations and the safety of staff/visitors/patients and assets; oversees the recruiting, hiring, and training of the security management team; and completes frequent audits on security systems, equipment, and protocols.

Security Manager – Works within the Security team to implement security policies and procedures to protect the dispensary property, confidentiality and assets from theft, damage or acts of vandalism the dispensary, providing necessary assistance and support; maintains an optimally safe environment for patients, staff and visitors; acts as a visible resource for the responsible and secure operation of the dispensary, interacting with patients and staff in a positive manner, while maintaining compliance with dispensary rules of conduct and state laws and regulations.

Security Associate - Works as a member of the security team to implement security policies and procedures for the dispensary and manufacturing facilities; maintains an optimally safe environment for patients, staff and visitors; and acts as the Security Manager On Duty when the Security Manager is not on-site.

Transportation Manager – Works with the Security Manager to direct activities related to dispatching, routing, and tracking transportation vehicles and transportation associates; plans, organizes, and manages the work of subordinate staff to ensure absolute compliance with regulatory and organizational policies and procedures; manages all notification regarding deliveries to the New York Department of Health; serve as primary contact person for all transportation matters.

Transportation Associate – Under the close supervision of the Transportation Manager, executes the transportation of all products via secure routes and methods; loads, unloads, prepares, inspects, and operates delivery vehicles; accurately completes and transmits all required records associated with transportation operations.

Key Qualifications of Management Staff

One of Butler Evergreen's key strengths is the quality of the management team we have assembled. This team brings a diverse mix of experience and knowledge to ensuring Butler Evergreen operates as a best-in-class organization. This team includes a CEO with a strong track record of managing complex, highly regulated, successful businesses in New York; a respected pharmacist who will ensure excellence and compliance in all dispensary operations; a skilled cultivation operations director with years of experience in the good agricultural practices to cultivate only the highest quality medical marijuana; and a to-be-determined quality assurance officer who will oversee the organization's practices and procedures to ensure only the best products are made available to patients.

Redacted pursuant to N.Y. Public Officers Law, Art. 6

experience in controlled environment agriculture closely ties to the knowledge necessary to be successful in the strictly controlled world of marijuana cultivation and processing. Mr. Marshall has a BS degree in applied economics and management from Cornell University and a MBA from the Simon School of Business at the University of Rochester.

Ken VanFleet, Chief Security Officer. Mr. VanFleet has honorably served the United States Army (RC) from 1988 to 1996 as a Combat Engineer Instructor and a Civil-Affairs Security Team Member. With sixteen years of experience in private security and law enforcement, Mr. VanFleet is noted for his experience with physical security, German Shepherd K-9 units, site vulnerability assessments, and armed guard training.

Redacted pursuant to N.Y. Public Officers Law, Art. 6

Further enhancing security protocol, Mr. VanFleet oversees a New York State Division of Criminal Justice Services-licensed security guard school with two Instructors/Supervisors on staff.

Chuck Wetmore, Chief Financial Officer. Mr. Wetmore g
University of New York at Oswego with a BA in economics

Redacted pursuant to N.Y. Public Officers Law, Art. 6

. Mr. Wetmore has been an integral part of the team involved in the development of Butler Evergreen, overseeing early-stage market analysis, business plan development, and pro-forma financial projections. As

an experienced CFO of a global enterprise, Wetmore is excited to guide Butler Evergreen to profitability while ensuring excellent patient care.

Mark Doherty, Chief Operating Officer.

[REDACTED]. Mr. Doherty holds a MBA and BS in business management from the State University of New York Institute of Technology and an AAS in hotel restaurant management from Paul Smith's College. [REDACTED]

[REDACTED] Mark will assume the role of COO of Butler Evergreen.

Redacted pursuant to N.Y. Public Officers Law, Art. 6

Mr. Doherty has served as the project manager for Butler Evergreen since its inception, overseeing all aspects of development, including business plan development, financial modeling, strategic partner acquisition, contracting, and property development. Mr. Doherty is well positioned as a member of the leadership team to facilitate Butler Evergreen's vision of becoming a nationally-recognized leader in medical marijuana product development and distribution.

Steve Moore, Pharm D., Dispensary Services Director. Mr. Moore currently advises Butler Evergreen as a member of the Advisory Board, assisting with pharmaceutical best practices, dispensary operating procedures, patient interactions, and New York State regulatory compliance. After the license process, Mr. Moore will transition to the role of Director of Dispensary Services. Butler Evergreen believes that due to the unique requirement by NSYDOH that dispensaries may only operate with the presence and direction of a licensed pharmacist, the operation of these facilities is best served by an accomplished pharmacist with experience managing multiple sites.

A 2004 graduate of Rutgers University. Mr. Moore is a Doctor of Pharmacy and has been a practicing pharmacist for ten years

Redacted pursuant to N.Y. Public Officers Law, Art. 6

Butler Evergreen is particularly excited to work with Mr. Moore, as he is an expert in compounding, the creation of a particular pharmaceutical product to fit the unique need of a

patient. Also, Mr. Moore brings the knowledge and experience required to ensure that Butler Evergreen will fully comply with all New York State laws and regulations regarding reporting, dispensing, and patient interactions, including the New York State Prescription Monitoring Program (PMP)/I-STOP and HIPAA.

Clay Germano, Cultivation Operations Director. Mr. Germano's commitment to health and wellness started at age 17, when he became a member of the American Red Cross Volunteer Life-Saving Corps in Jacksonville Beach, Florida. More than twenty years later, he remains a member in good standing. During those twenty years, Mr. Germano has both broadened and deepened his interest in human health.

Mr. Germano's education began with an Associate of Arts degree from Georgia Southern University (1996). As a result of his rewarding apprenticeship in the Botanical Gardens, he chose to pursue and expand his passion for organic agriculture. As his C.V. demonstrates, Mr. Germano accrued a wide foundation of understanding and experience in outdoor and indoor horticultural techniques, and continues to hone his skills and practical wisdom.

Mr. Germano's marijuana-specific experience started more than a decade ago in the
Redacted pursuant to N.Y. Public Officers Law, Art. 6

Mr. Germano has internalized the practical wisdom that comes from such a range of experiences and challenges. In these capacities, Mr. Germano has managed operations and staff in all stages, from the build-out of the facility through multiple harvests and through wind-down of the facilities as well. He has continued to stoke his passion for plant genetics and breeding, and he has refined his skills in tissue culture propagation as the ideal form for preservation of valuable genetics with minimal risk of contamination or damage.

Mr. Germano has further leveraged his experience in horticulture and operations management as a consultant to various medical or licensed adult-use marijuana enterprises in states with recently passed marijuana laws. In this capacity, he has designed, built, and executed multiple production/processing and retail/dispensary facilities, while working directly alongside contractors, vendors, and subcontractors to design facilities' HVAC, electrical, and irrigation systems necessary to produce high-quality plants and medicine.

Alex Parisi, Extraction Operations Director. Mr. Parisi thrives in this industry because he loves the activity at the core of the business: the guided growth of a complex biological system to yield a high-quality plant and product. Alex holds a BS in micro-molecular biology from the University of Central Florida, which afforded him hundreds of hours in academic research labs. Mr. Parisi's hours in laboratories have amplified education into expertise in cell and systems biology, plant ecology, genomics, physiology, and histology, microbiology, microbial genomics and genetics, organic chemistry, and biochemistry.

Mr. Parisi instills his passion for the science and art of marijuana ecology and cannabis processing into those that he trains and manages. High-quality product can only come from high-quality processes; given the complexity of the systems involved, compromise or carelessness can result in real and substantial losses. Mr. Parisi is dedicated to showing others the safe and sound way of achieving their product vision. His best-practice methodology ensures that staff not only dutifully execute the correct steps, but also understand what those steps entail and why they are in place.

Mr. Parisi is fortunate that his experience has led major equipment manufacturers to seek his expertise and input in the design, development, and distribution of cutting-edge technologies—a privilege that enables him to stay at the front edge of the industry and deliver sourcing options and cost-savings to his employers.

Recruitment and Hiring Procedures

Butler Evergreen is prohibited from employing, as a manager or employee anyone who would come in contact with or handle medical marijuana, an individual who has been convicted of any felony for sale or possession of drugs, narcotics, or controlled substances where the conviction is less than ten years (not including time spent in incarceration) prior to being employed. Butler Evergreen will conduct in-depth pre-employment screenings to better identify qualified applicants of at least twenty-one (21) years of age who will become successful employees, be aligned with the company's guiding principles, and with minimum risk. The additional screenings will include verification of education and employment, verification of declared residences, reference interviews and assessment of any other information presented to or available to Butler Evergreen.

Our pre-employment screening process includes the following:

- Accurate job descriptions clearly defining the essential functions of the job and core competencies required. The job descriptions will also include a disclosure that an extensive background check will be conducted for employment consideration of the applicant and that the background check may include criminal, civil, credit and social records; education and certification verification; as well as personal interviews of references and former employers.
- The employment application will provide places for the applicant to sign affirming the information provided by the applicant is true and correct, and any misstatements or omission of material facts in the application or the hiring process may result in a discontinuance of the hiring process or termination of employment, no matter when discovered. This application may be available to be completed and submitted online. The application form will:

- Clearly state, “In accordance with New York law a background check will be performed,” to discourage applicants with something to hide and encourage applicants to be open and honest.
- State that, “untruthfulness or material omissions are grounds to terminate the hiring process or employment, no matter when discovered.”
- Clarify that, “a criminal conviction is not automatic grounds for rejection.
- Indicate the applicant consents to “pre-employment background screening including verifying educational and professional credentials, past employment, and court records.” There will be a consent and disclosure form separate from the application for an outside service to perform the screening.
- Indicate on any release form that the release is “valid for future screening for retention, promotion, or reassignment (unless revoked in writing).”
- Ask for ALL employment for the past 5-10 years.
- Ask for addresses for the last 7-10 years.
- Allow the applicant to indicate whether the current employer may be contacted for a reference.
- Ask, “Please list all degrees or educational accomplishments that you wish to be considered by the employer in the employment decision.”
- State the “at will” policy; indicate that Butler Evergreen, LLC is “a non-discriminatory employer;” uses mandatory arbitration in disputes; and requires applicants provide original documents to verify their identity and right to work in the United States.
- Contain “specific language which states that the applicant is not obligated to disclose sealed or expunged records of conviction or arrest” and will not ask “if an applicant has had records expunged or sealed.”

The pre-employment process will progress to a structured interview. The interview questions will be in accordance to all applicable laws and regulations and will be designed to elicit useful information with regard to the applicant’s behavior. A list of questions for the interviews will be developed but at a minimum the interviewer will ask the following six questions of every applicant making it to the interview:

- We have a standard policy of conducting background checks on all hires before an offer is made or finalized. You have already signed a release form. Do you have any concerns about that?
- We also check for criminal records for all finalists. Do you have any concerns about that?

- When we talk to your past employers, what do you think they will say?
- Will your past employers tell us there were any issues with tardiness, meeting job requirements, etc.?
- Can you tell me about any unexplained gaps in your employment history?
- Is everything in the application and everything you told us in the interview true, correct, and complete?

Our Chief Operating Officer, with involvement from the Security Director, will conduct all final employee candidate interviews to ensure only professional and trustworthy individuals are hired. Butler Evergreen will not employ anyone who would come in contact with or handle medical marijuana who has been convicted of any felony of sale or possession of drugs, narcotics, or controlled substances in accordance with the requirements of section thirty-three hundred sixty-four of the public health law.

Employee candidates must also complete personality tests, undergo comprehensive training, and fulfill performance testing requirements. Staffing our facilities with the right people provides the greatest opportunity to prevent theft and diversion and provide the highest level of products and services to our patients. References will be checked as part of the background check either by Butler Evergreen or by an outside service.

All employees will agree to conditions of employment including but not limited to the following:

An extensive background investigation conducted by a licensed NY Private Detective to be repeated at least every three years or at the discretion of the Executive Management Team.

Employees will be required to report all arrests, police contact, criminal contact or association, any threats to personal or family security, or any suspicious activity that can be construed as a security threat to the dispensary or the community at large as quickly as is reasonably possible but not greater than twelve hours after occurrence. If a registered organization employee discloses an arrest or subsequent conviction for an excluded offense to Butler Evergreen, we will immediately notify the Department.

Employees must disclose if they become a registered qualifying patient or designated caregiver for medical marijuana.

Employees will be precluded from associating with known criminals, gang members, cartel members, or anyone who would pose a risk to the Dispensary or the community at large.

Employees comply and assist Law Enforcement, Governing Administrative Bodies, or those employed by the Dispensary Owner in all investigations and inquiries.

Employees will sign an acknowledgement of these conditions with a written acknowledgement that failure to comply with any of these employment conditions will be grounds for disciplinary action up to and including termination.

Detailed policies, procedures, hiring checklists, employment ads, and other operational tools have been developed to aid managers in recruiting, screening, interviewing, and hiring staff members.

Butler Evergreen is committed to the operation of a successful dispensary. Success is measured and reliant upon many diverse factors. A safe and secure operation is paramount and cannot be achieved without attention to the hiring process. Thus, some of the relevant factors of the hiring process will be considered necessary components to the overall security of the operation and, therefore, are included in the Site Security Plan.

Compensation and Benefits

Butler Evergreen will hire local members of the community to work within our facilities. We will provide a living wage as well as a quality benefits package for our workers. Being a responsible employer will ensure good community relations.

Salaries for directors will range from \$60,000-\$100,000 per year, unit manager salaries will range from \$50,000-\$90,000 per year on average per FTE for the first year, with the general average being \$55-\$65k/year. Assistant manager salaries will range from \$40,000-\$50,000/year per FTE and associate level employees will range from \$30,000-\$40,000/year per FTE, exclusive of overtime and holiday pay.

Health Insurance – Butler Evergreen provides 100% employer paid premiums for an Excellus high deductible insurance plan covering the employee and dependents. The details of the policy are as follows:

Name of Policy: Excellus Simply Blue HDHP

Deductible Limit: \$5,500 Single Policy - \$11,000 Family Policy

Coverage once deductible is met = 100%

Summary of Coverage: Primary Care Doctor, Specialists, Inpatient Hospital, Maternity, Outpatient surgery, Lab/ X-ray, Prescription Drugs, Eye Exams.

Health Reimbursement Account – Butler Evergreen provides a health reimbursement account that will reimburse the employee for 80% of out of pocket expenses up to the health insurance deductible limit. The details of the account are as follows:

Reimbursements are limited to qualifying expenses which are defined as medical expenses accepted by the insurance carrier toward the medical deductible. Dental expenses, over the counter medications, etc. do not qualify for reimbursement. The HRA is 100% funded by the employer. Unused funds do not roll forward and are forfeited back to the employer. Maximum reimbursement for single contract is \$4,400. Family maximum is \$8,800.

Dental Insurance – Butler Evergreen offers a rich dental plan to the employee and his/her dependents. The details of the plan are as follows:

The premium cost is fully paid by the employer. Please note that all benefits from this plan are paid according to Excellus' Schedule of Allowances (UCR).

Preventive Services covered at 100%

Basic Services covered at 80% after a \$50 deductible per member per year. (filings, oral surgery, root canals)

Major Services covered at 50% after a \$50 deductible per member per year. (crowns, bridgework)

Orthodontia to age 19 at 50% with a lifetime benefit of \$1,500.

Hourly Employee Bonus Plan – Hourly employees will receive a bonus of 10% of wages paid out semiannually. Bonuses are considered in retirement matching funds and profit sharing calculations.

Group Term Life Coverage – Butler Evergreen provides term life insurance coverage for full time employees at 4 times salary up a maximum coverage of \$200,000.

NYS Short Term Enhanced DBL Coverage – Butler Evergreen provides enhanced short term disability insurance for full time employees. The coverage is up to 26 weeks of disability after a 7 day waiting period. Benefit amount is 70% of employee's weekly income up to a maximum of \$1,000 per week. Premiums are fully paid by the employer.

Long Term Disability Coverage – Butler Evergreen provides Long Term DBL insurance for full time employees. The details of the coverage are as follows: Benefits start after a 180 day elimination period. Benefit amount is 60% of an employee's monthly income up to \$5,000 per month. The premiums are fully paid by the employer.

Retirement Plan – Butler Evergreen offers a 401(k) plan available to all employees.

The employee must be at least 18 years old to participate. The details of the plan are as follows:

Butler Evergreen will provide a safe harbor match of 100% of employee deferral up to 5% of wages. (deferral and match are 100% vested under safe harbor rules)

Butler Evergreen will provide up to 10% profit sharing contribution. Employees are eligible upon having 1,000 hours of service in the current plan year and are employed at the close of the plan year. Profit Sharing contributions are not guaranteed and are subject to company profitability. Profit Sharing contributions are subject to a vesting schedule as described in the plan details.

Flexible Spending Accounts - Employees are able to defer money pre-tax to a flexible spending account. Funds from this account can then be used to offset employees' unreimbursed expenses

for medical, dental, prescription medication, vision care including glasses and contacts, and medical mileage.

According to IRS rules, up to \$500 of unused funds can be rolled forward to the next calendar year to be used toward unreimbursed medical expenses. Any amounts greater than \$500 are forfeited.

Training and Education for Registered Organization Employees

Butler Evergreen has developed a comprehensive manufacturing and dispensary operations training curriculum based on Operational Manuals, Leader's Guides, Trainee Workbooks, supplemental operational tools, and extensive hands-on training. The training tools reference the Operations Manuals and operational supplements so that all employees are consistently and properly trained. These references reinforce employees' understanding that all policies and procedures are found in the Operations Manuals and operational supplements.

We have a comprehensive training curriculum that instructs department managers how to train staff members, and ensure comprehension and performance levels by using Final Performance Tests for each employee. The overall training curriculum is comprised of Leader's Guides, which provide scripts for teaching all of the policies and procedures contained in the Operations Manuals, and Trainee Workbooks that serve as a resource for each new hire during his or her training period. At a minimum staff will receive 8 hours of ongoing training each year, but generally much more. All training is documented and filed in each employee's human resource file securely located in the general management office.

All dispensary employees go through Orientation Training, Safety Training, Medical Training, and point-of-sale system training. These modules will include training on confidentiality requirements, specific uses of medical marijuana products, regulatory inspection preparedness and law-enforcement interaction, and other topics as specified by us or the Department. Upon completion of those modules, employees then complete their respective departmental training programs.

All cultivation and manufacturing employees are required to complete a probationary period, during which time new employees will be oriented to the entire production process. They will then complete a number of training modules, based on their assigned positions. These modules are both theoretical and practical. All trainees will receive a Trainee Workbook, which serves as a resource during this probationary period. Trainees also will shadow experienced employees in order to learn the necessary horticultural skills required for their relevant department and related positions, allowing for a better understanding of the applied science. All trainees are required to pass a Final Performance Test for their departments before being moved out of their probationary employment period. The Final Performance Tests comprise demonstrable and measurable skills and knowledge required to perform basic job functions as identified in job descriptions. The training curriculum also provides quizzes and daily recaps to ensure the retention of detailed

learning and performance objectives throughout the training process. All training is documented and filed in each employee's human resource file.

All cultivation and manufacturing managers will use a Leader's Guide which provide scripts for teaching the content contained in the Operations Manual, Trainee Workbooks, the practical skills lessons, as well as on-going training and skills review for regular employees. Butler Evergreen encourages regular employees to further develop the skill set by providing them with ongoing training as well as additional voluntary reading assignments for their own education.

Best Practices for Day-to-Day Staffing

We will employ stringent Human Resources (HR) compliance practices and documentation relating to our operations and training. With the aid of HR legal counsel, we have developed customized tools and processes to ensure effective hiring, interviewing, managing human resource files and confidentiality, orientation training, completing new hire paperwork, managing performance, and ensuring understanding of company policies and procedures.

Estimated Staffing Levels During Hours of Operation

Based on financial projections we are pleased to estimate we will create positions for approximately 100 FTEs within the first three years of operation. To ensure we build and maintain successful facilities, we estimate the following positions will be needed during hours of operation:

Estimated Staffing During Hours of Operation	
Butler Evergreen	
<u>Position Description</u>	<u># of Full-time FTE</u>
Redacted pursuant to N.Y. Public Officers Law, Art. 6	

Our dispensary facilities will be open six (6) days a week, [REDACTED]

Monday 10:00 AM to 6:00 PM

Tuesday 10:00 AM to 8:00 PM

Wednesday 10:00 AM to 6:00 PM
Thursday 10:00 AM to 8:00 PM
Friday 10:00 AM to 6:00 PM
Saturday 10:00 AM to 6:00 PM

Our production facility will be open seven (7) days a week, [REDACTED]

[REDACTED]
Redacted pursuant to N.Y. Public
Officers Law, Art. 6

Our assistant management and associate level staffing estimates are derived by projecting our anticipated daily patient volume and working with our operations consultant to use industry best practices to ensure we are appropriately staffed for the projected volume. We anticipate hiring additional staff members as the number of daily patient visits (DPV) increase, as reflected in the table above.

Complementary Qualifications - Advisory Board

Butler Evergreen has formed an Advisory Board comprised of industry experts in health care, pharmaceuticals, security, addiction treatment and psychology. The Board is designed to provide Butler Evergreen leadership with experience and guidance in those respective fields, and to ensure best practices, patient focused care, and high efficiency of operations.

Luke Peppone, Ph.D. Dr. Peppone joined the faculty of the [REDACTED] [REDACTED]. Dr. Peppone earned his doctoral degree in epidemiology and community from Social and Preventative Medicine at SUNY Buffalo.

Dr. Peppone's research focuses on the use of nutritional supplementation and exercise to treat the symptoms and side effects of cancer and its related treatment. Nutritional supplements of interest for Dr. Peppone's research include vitamin D, omega-3 fatty acids, and guarana. Forms of exercise of interest for Dr. Peppone's research include aerobic activity, resistance training, yoga,

and Tai Chi. Dr. Peppone has investigated various side effects including cancer-treatment-induced bone loss, arthralgias, fatigue, cognitive difficulties, and sleep problems.

Dr. Peppone has authored or co-authored more than thirty peer-reviewed journal publications. He is also an ad-hoc reviewer for more than ten journals. Dr. Peppone gives frequent guest lectures at the University of Rochester. He is also very involved with the cancer advocacy community and has given numerous local and national presentations on a variety of cancer related topics. Dr. Peppone will help guide Butler Evergreen in the areas of new product development, product efficacy and patient care. Dr. Peppone will also work with Butler Evergreen to identify and develop potential institutional research opportunities in the field of cannabinoid and terpene therapy.

Mike Coughlin.

Redacted pursuant to N.Y. Public Officers Law, Art. 6

Mr. Coughlin attended St. Louis University, where he received a BS in physics, and the Ohio State University where he received a MS in physics and a MBA. He is also a Certified Public Accountant.

Redacted pursuant to N.Y. Public Officers Law, Art. 6

Mr. Coughlin serves on various pharmacy industry advisory boards and leadership programs. He speaks to industry groups and is frequently quoted in the press on subjects ranging from pharmacy automation to business development. As an Advisory Board member, Mr. Coughlin will ensure Butler Evergreen's compliance with all rules and regulations pertaining to prescription dispensing and reporting, including the New York State Prescription Monitoring Program (PMP)/I-STOP. Mr. Coughlin will also advise and assist Butler Evergreen leadership with dispensary efficiency, workflow, and patient care matters.

Mo Therese Hannah, Ph D. A [REDACTED]

[REDACTED] Dr. Hannah is a licensed New York State psychologist, practicing with older adolescents and adults [REDACTED]

[REDACTED]. Her clinical and research interests revolve around couples therapy, intimate partner violence, and transpersonal psychology. Dr. Hannah serves as the Editor of Family and Interpersonal Violence Quarterly, and has published seven books and numerous chapters and articles. In 2004, she co-founded, and continues to serve as Chair of, the annual Battered Mothers Custody Conference.

Dr. Hannah will advise Butler Evergreen leadership in the area of patient/client support services, working with other members of the Advisory Board to develop compassionate interaction protocol at the dispensary level. Dr. Hannah will also play a key role in the design, development, and implementation of the educational and support services that will be offered through Butler Evergreen to new patients, existing patients, caregivers, and family members. Dr. Hannah

supports Butler Evergreen's intention to supply critically ill New York residents with safe, all-natural medicine and illness-specific support around cannabinoid therapy.

Brooke McAuley, BA, MSW, CAC III. Ms. McAuley has over ten years of experience practicing traditional psychotherapy, clinical processes, and holistic healing in a variety of settings. Ms. McAuley's philosophy is to dig deep, plant seeds, foster growth, and create change. Equipped with traditional tools, Ms. McAuley is a progressive thinker who utilizes transformational coaching techniques in working with clients' personal dynamics. She believes that coaching and therapy are not mutually exclusive. When used together, they can best get to the source of core issues while focusing on action, accountability and follow through for optimal results.

[REDACTED] because she believes there is a missing link between conventional psychotherapy and personal development. She uses tools such as Cognitive Behavioral Therapy (CBT), Dialectical Behavioral Therapy (DBT) and Narrative Therapy. She combines these therapies with a unique transformational coaching style to create deep-shifting and lasting transformation. Ms. McAuley has a BA in psychology from Augusta State University, a MSW from the University of Denver, is a Certified Addictions Counselor III, and is trained as a Life Coach. Ms. McAuley has extensive experience working with children, adolescents and adults.

As an Advisory Board member, Ms. McAuley provides a unique therapeutic perspective, particularly in the area of addiction recognition and treatment. As a practicing addiction therapist in Denver, Colorado for the past ten years, Ms. McAuley has experience treating clients in a state which legalized medical marijuana in November 2000. This expertise and insight is absolutely critical as Butler Evergreen strives to serve patients in New York. Ms. McAuley will advise Butler Evergreen leadership in the area of patient/client support services, while working with other members of the Advisory Board to develop compassionate interaction protocol at the dispensary level. Ms. McAuley will also play a key role in the design, development, and implementation of the educational and support services that will be offered through Butler Evergreen to new patients, existing patients, caregivers, and family members. Ms. McAuley supports Butler Evergreen's intention to supply critically ill New York residents with safe, all-natural medicine and illness-specific support around cannabinoid therapy.

David Kent

Redacted pursuant to N.Y. Public Officers Law, Art. 6

Redacted pursuant to N.Y. Public Officers Law, Art. 6

Mr. Kent was the first security professional on the Board of Directors for the National Association for Biomedical Research, and currently serves on the board of the Massachusetts Society of Medical Research. He is the founding chairman for both the International Biotechnology Industries Organization's Security Committee and the Massachusetts Biotechnology Council Security Committee. He consults pro-bono for start-up and small biotech companies.

Active in international professional associations and public/private partnership security initiatives, Mr. Kent received CSO Magazine's 2006 Compass Award for visionary leadership in the security field. He is a frequent speaker on organizational security, and holds a master's degree in management and BS in criminal justice.

As a member of the Advisory board Mr. Kent will support Butler Evergreen leadership in ensuring best practices and state-of-the-art equipment and procedures are employed at all levels to ensure the safety and security of products, people, and facilities.

Complementary Qualifications - Strategic Resources and Partners

To help us ensure our long-term viability, we have retained several leading consultants with substantial expertise in operating and advising best-in-class medical marijuana dispensaries to support Butler Evergreen's operations. These organizations include: 4Front Advisors, Calyx King Consultants, C3 Labs, and Sorensen, Wilder & Associates (SWA).

4Front Advisors' primary focus will be dispensary management, while Calyx King Consultants will have responsibility for marijuana production, processing, and packaging. C3 Labs will consult on laboratory processes, procedures, and operations. SWA will provide support in all security matters. This team of experts, combined with the Butler Evergreen team, will provide the company with a significant competitive advantage in the marketplace. Background information on these firms is provided here.

4Front Advisors provides unparalleled support and access to the best practices and people within the rapidly evolving cannabis industry. 4Front is committed to providing advanced levels of professionalism and integrity, working only with those who wish to operate a best-in-class cannabis organization.

4Front has developed the most comprehensive set of operating policies and procedures available by leveraging the best practices of leading dispensary operators. 4Front has invested heavily in its support capabilities to ensure clients are operating most efficiently, while maintaining compliance with local regulations. These solutions have been developed according to principles

followed by some of the country's most successful retail chains, and tailored to the cannabis industry.

The talents of the 4Front Advisors team demonstrate a breadth of industry and professional experience. The team is intentionally multifaceted with expertise in legal compliance, legislative policy development, retail and business operations, project management, and retail training. The team has been intimately involved in the day-to-day operations of two of the nation's premier medical cannabis dispensaries.

Collectively, 4Front's team has decades of business consulting experience supporting clients in designing and opening businesses in industries including retail, healthcare, manufacturing, service and hospitality, including opening high-end properties for Starwood Hotels & Resorts Worldwide (parent company of Westin, Sheraton, St. Regis, and W hotels, among others).

4Front's staff brings an unrivaled level of experience to help leading-edge medical cannabis dispensaries design, develop, execute, and manage training and operations. Its staff has created training and operations protocols for organizations ranging from small start-up companies to multi-million dollar corporations including Old Navy, Wendy's, and Einstein Bros. Bagels, and served as training general manager for Hillstone Restaurant Group (the gold standard for restaurant industry training and execution).

And together with its business experience, 4Front provides considerable experience to positively impact communities. Its staff has worked with public and private developers and with local redevelopment agencies to build new businesses, create jobs, and increase the vitality of commercial corridors in inner-city neighborhoods. Team members have designed and implemented significant social service initiatives within highly regulated industries in consultation with policymakers, business leaders, educators, regulatory bodies, and local stakeholders.

Within the medical cannabis industry, 4Front brings together leaders from some of the most reputable and successful dispensaries from around the country in order to define a new level of excellence for medical marijuana operations. Its team includes the former executive director of the San Francisco Patient and Resource Center, a model dispensary in California that offers high-quality medicine and a wide range of free and low-cost health services to the surrounding community, as well as the former director of services for CannBe, an organization which developed many of the best practices for the industry as a whole. The company website is www.4frontadvisors.com

The second firm, Calyx King Consulting (CKC), with offices in Seattle, provides world-class cultivation and marijuana processing skills, knowledge, and expertise. The CKC team is comprised of experts in architecture, management, law, chemistry, branding, land-use/zoning, biology, and marijuana-specific horticulture. CKC has designed and constructed numerous commercial scale marijuana grow facilities in several states. Their high level of engineering and design expertise allows for rapid development of all necessary drawings, diagrams, and

schematics for application development and shovel-ready build out. CKC also provides thoroughly vetted intellectual property in the form of standard operating procedures and other management tools for the successful cultivation, processing, and packaging of marijuana and marijuana-derived products. The company website is www.calyxking.com.

NSYDOH rules and regulations for medical marijuana are the strictest in the nation, providing for very specific brands and formulations of products, as well as THC and CBD levels within said products. The law mandates approved third-party testing of medical marijuana products for cannabinoid content and contaminants, but does not mandate in-house testing. No medical marijuana producer will be able to meet these requirements without an in-house laboratory, capable of cannabinoid, terpene, and product safety analysis. Butler Evergreen has partnered with C3 Labs, LLC to provide design, training, and start-up services in this regard. The ability to decombine and recombine raw cannabinoids into final product formulations will place Butler Evergreen in a position of leadership in New York and nationally.

C3 Labs is dedicated to assisting the cannabis industry to reach and maintain the highest levels of safety and effectiveness in medicinal products. Combining over twelve years of hands-on analytical expertise working in the pharmaceutical and petrochemical industries with seven years of experience consulting to the FDA, USDA, and EPA, as well as the companies regulated by these agencies, gives C3 Labs the experience necessary to raise the standards for medicinal and nutraceutical cannabis products.

Modern state-of-the-art analytical and formulation facilities are the backbone of any medical marijuana product development effort. C3 Labs, LLC has been contracted to provide design, construction oversight, equipment, and training for the in-house laboratory at Butler Evergreen. C3 Labs has identified the technologies necessary to effectively products that show consistent quality and efficacy. C3 Labs will equip Butler Evergreen with the best tools and expertise to create well-characterized, reproducible, safe, efficacious, properly-labeled, and technologically-advanced medical marijuana products. This relationship will allow the in-house Butler Evergreen laboratory staff to ensure compliance with NSYDOH regulatory requirements. The company website is www.c3analytical.com.

Applied DNA Sciences (ADNAS) delivers anti-counterfeit solutions, supply chain protection, brand authentication, and evidentiary solutions for law-enforcement like no other. ADNAS's unique applications combat product diversion, and offer award-winning programs against cash-in-transit crimes, all using the proven forensic power of DNA. With impenetrable taggants, high-resolution DNA authentication, and comprehensive reporting, botanical DNA-based technologies deliver the greatest levels of security, deterrence and legal recourse strength.

Butler Evergreen has established a relationship with ADNAS which is exclusive through the application phase. ADNAS will supply Butler Evergreen with SmokeCloak© DNA technology in the manufacturing and dispensary facilities. This product is not only capable of disarming and deterring would-be attackers, but also marks intruders with traceable DNA, assisting in capture, arrest, and prosecution. Butler Evergreen will also employ ADNAS cash and valuables in transit

technology to secure and mark all deliveries and cash removals. Furthermore, all Butler Evergreen marijuana products can be phenotyped and/or securely marked with DNA, creating the highest level of “seed-to-sale” tracking ever employed in the legal marijuana industry. The company website is www.adnas.com.

Developing and providing pharmacy solutions that address 100% of the prescription fulfillment process, ScriptPro is the industry and world leader in pharmacy automation. ScriptPro is dedicated to producing pharmacy software and technology to advance the pharmacy industry.

With the inclusion of Mike Coughlin on the Advisory Board, Butler Evergreen is uniquely positioned to leverage the knowledge and experience of the [REDACTED]

This knowledge and experience is invaluable in New York State, as the medical marijuana rules and regulations are so heavily based on the controlled substances law; Public Health Law Article 33. The design of the New York State medical marijuana law requires that companies be capable of reporting, and other requirements, including the New York State Prescription Monitoring Program (PMP)/I-STOP requirements, that are beyond the scope of traditional marijuana “seed-to-sale” technologies. While we are hopeful that BioTrackTHC will be designed to provide reliable interaction with I-STOP, Mr. Coughlin and [REDACTED] also can ensure Butler Evergreen’s compliance with all necessary regulations. The company website is www.scriptpro.com.

Butler Evergreen has contracted with C&S Companies for architectural, engineering and construction services. Founded in 1968, the C&S Companies are known nationwide for client-focused engineering, architecture, planning, environmental, and construction services. The diversity of C&S’s services is unique in the industry, with professionals in a wide range of specialized and unique disciplines. With a focus on quality, C&S works toward the common goal of planning, designing, constructing, and maintaining built and natural environments. Project management and production groups have coordinated from inception on Butler Evergreen, enabling C&S to provide a continuity of service through construction. The company website is www.cscos.com.

Butler Evergreen has a significant advantage with regard to security, due to Chief Security Officer Ken VanFleet’s experience and the established security expertise of Marshall Farms Group. However, the production, storage, transportation and sale of medical marijuana presents unique challenges. In response to this reality, Butler Evergreen has elected to further enhance its already robust security position with the addition of a security consultant which successfully operates in the legal marijuana market. With the addition of Sorensen Wilder and Associates (SWA), Butler Evergreen will ensure that their security plan and team operates in the safest, most compliant manner with regard to physical, personal, and transportation security. SWA will

not only assist in the creation of standard operating procedures, but also in facilities design and equipment procurement, including armored vehicles. www.swa4safety.com

IPI Training/Verdad Investigations & Protection, Inc. has diverse expertise in certified instructional training, security protections services and cybersecurity consulting as well as private investigations. Verdad will assist Butler Evergreen with New York Division of Criminal Justice Services (NYDCJS) security and firearms training services requirements through their master instructor Mr. Patrick Sacco. Mr. Sacco has extensive experience as a police officer and investigator and [REDACTED]

[REDACTED], a NYDCJS certified Security Guard/Armed Guard School. Mr. Sacco holds a variety of police instructor certifications in both lethal and less-than lethal weapons and use of force training. Mr. Sacco has a MA degree in Criminal Justice/Training from Vermont College of Norwich University. www.verdadinvestigations.com

Attachment K
Internet Connectivity Confirmation

Attachment K - Internet Connectivity Confirmation

Requirement: The applicant has attached proof from the local internet service provider(s) that all of the applicant's manufacturing and dispensing facilities are located in an area with internet connectivity and labeled this attachment as "Attachment K." Internet connectivity will be required to support the use of a Seed-to-Sale Solution approved by the Department to record the registered organization's permitted activities.

Response: Butler Evergreen has attached proof from that our manufacturing and dispensing facilities are located in areas with internet connectivity, as demonstrated by the proposed service agreements/purchase orders that have been provided by Time Warner Business Class; these proposals are attached here.

Account Executive: Ann-Lynn Nelson
 Phone: (315) 883-5731 ext:
 Cell Phone:
 Fax: (315) 433-5095
 Email: ann-lynn.nelson@twcable.com

Order # 5963267

Business Name	Butler Evergreen	Customer Type:
Federal Tax ID	Tax Exempt Status	Tax Exempt Certificate #
Billing Address		
Attention To:	Account Number	
6188 W Port Bay Rd Wolcott NY 14590		
Billing Contact	Billing Contact Phone	Billing Contact Email Address
Mark Doherty	(518) 852-7773	mark@medcannadvisors.com
Authorized Contact	Authorized Contact Phone	Authorized Contact Email Address
Mark Doherty	(518) 852-7773	mark@medcannadvisors.com
Technical Contact	Technical Contact Phone	Technical Contact Email Address

Internet and Video Order Information For 6188 W Port Bay Rd Wolcott NY 14590	
Service Type	
High Speed Internet (HSD) IPs (Internet Addresses)	

New and Revised Services and Monthly Charges At 6188 W Port Bay Rd , Wolcott NY 14590

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
5 Static IP	1	\$35.00	\$35.00	36 Months
Ultimate Internet - 50M x 5M	1	\$299.99	\$299.99	36 Months
*Total			\$334.99	

*Prices do not include taxes and fees.

One Time fees At 6188 W Port Bay Rd , Wolcott NY 14590

Description	Quantity	Sales Price	Total
HSD Installation Discount	1	(\$100.00)	(\$100.00)
HSD Installation Single Play	1	\$200.00	\$200.00
Total			\$100.00

*Prices do not include taxes and fees.

Service Agreement



This Time Warner Cable Business Class Service Agreement ("**Service Agreement**") in addition to the Time Warner Cable Business Class Terms and Conditions ("**Terms and Conditions**") and any Time Warner Cable Business Class Service Orders (each, a "**Service Order**"), constitute the **Master Agreement** by and between customer identified below ("**Customer**") and Time Warner Cable ("**TWC**" or "**Operator**") and is effective as of the date last signed below.

Time Warner Cable Information

Time Warner Cable Enterprises LLC

Street: 3179 Erie Blvd E
 City: Syracuse
 State: NY
 Zip Code: 13214

Contact: Ann-Lynn Nelson
 Telephone: (315) 883-5731
 Facsimile: (315) 433-5095

Customer Information

Customer Name (Exact Legal Name): Butler Evergreen			Federal ID No:	
Billing Address: 6188 W Port Bay Rd	Suite:	City: Wolcott	State: NY	Zip Code: 14590
Billing Contact Name: Mark Doherty	Phone: (518) 852-7773		E-mail: mark@medcannadvisors.com	
Authorized Contact Name: Mark Doherty	Phone: (518) 852-7773		E-mail: mark@medcannadvisors.com	

Agreement

THIS SERVICE AGREEMENT HEREBY INCORPORATES BY REFERENCE THE TERMS AND CONDITIONS (AVAILABLE AT WWW.TWCBC.COM/LEGAL), A COPY OF WHICH WILL BE PROVIDED TO CUSTOMER UPON REQUEST. BY EXECUTING THIS SERVICE AGREEMENT BELOW, CUSTOMER ACKNOWLEDGES THAT: (1) CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS, INCLUDING SECTION 21 THEREOF, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE DISPUTES RELATING TO THE TIME WARNER CABLE BUSINESS CLASS SERVICES AGREEMENT THROUGH ARBITRATION; AND (2) BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP VARIOUS RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY.

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

Electronic Signature Disclosure

Authorized Signature for Time Warner Cable Enterprises LLC	Authorized Signature for Customer
By:	By:
Name (printed):	Name (printed):
Title:	Title:
Date:	Date:

Account Executive: Ann-Lynn Nelson
 Phone: (315) 883-5731 ext:
 Cell Phone:
 Fax: (315) 433-5095
 Email: ann-lynn.nelson@twcable.com

Order # 5963378

Business Name			Butler Evergreen	Customer Type:	
Federal Tax ID			Tax Exempt Status	Tax Exempt Certificate #	
Billing Address					
Attention To:			Account Number		
6188 W Port Bay Rd Wolcott NY 14590					
Billing Contact		Billing Contact Phone		Billing Contact Email Address	
Mark Doherty		(518) 852-7773		mark@medcannadvisors.com	
Authorized Contact			Authorized Contact Phone		Authorized Contact Email Address
Mark Doherty			(518) 852-7773		mark@medcannadvisors.com
Technical Contact		Technical Contact Phone		Technical Contact Email Address	

Internet and Video Order Information For 144 French Rd Cheektowaga NY 14227	
Service Type	
High Speed Internet (HSD) IPs (Internet Addresses)	

Internet and Video Order Information For 3760 W Henrietta Rd Rochester NY 14623	
Service Type	
IPs (Internet Addresses) High Speed Internet (HSD)	

Internet and Video Order Information For 5795 Bridge St East Syracuse NY 13057

Service Type

High Speed Internet (HSD)
IPs (Internet Addresses)

Internet and Video Order Information For 3714 Vestal Pkwy E Vestal NY 13850

Service Type

High Speed Internet (HSD)
IPs (Internet Addresses)

New and Revised Services and Monthly Charges At 144 French Rd , Cheektowaga NY 14227

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
1 Static IP	1	\$20.00	\$20.00	36 Months
Ultimate Internet - 50M x 5M	1	\$299.99	\$299.99	36 Months
*Total			\$319.99	

*Prices do not include taxes and fees.

New and Revised Services and Monthly Charges At 3714 Vestal Pkwy E , Vestal NY 13850

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
1 Static IP	1	\$20.00	\$20.00	36 Months
Ultimate Internet - 50M x 5M	1	\$299.99	\$299.99	36 Months
*Total			\$319.99	

*Prices do not include taxes and fees.

New and Revised Services and Monthly Charges At 3760 W Henrietta Rd , Rochester NY 14623

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
1 Static IP	1	\$20.00	\$20.00	36 Months
Ultimate Internet - 50M x 5M	1	\$299.99	\$299.99	36 Months
*Total			\$319.99	

*Prices do not include taxes and fees.

New and Revised Services and Monthly Charges At 5795 Bridge St , East Syracuse NY 13057

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
1 Static IP	1	\$20.00	\$20.00	36 Months
Ultimate Internet - 50M x 5M	1	\$299.99	\$299.99	36 Months
*Total			\$319.99	

*Prices do not include taxes and fees.

One Time fees At 144 French Rd , Cheektowaga NY 14227

Description	Quantity	Sales Price	Total
HSD Installation Discount	1	(\$100.00)	(\$100.00)
HSD Installation Single Play	1	\$200.00	\$200.00
Total			\$100.00

*Prices do not include taxes and fees.

One Time fees At 3714 Vestal Pkwy E , Vestal NY 13850

Description	Quantity	Sales Price	Total
HSD Installation Discount	1	(\$100.00)	(\$100.00)
HSD Installation Single Play	1	\$200.00	\$200.00
Total			\$100.00

*Prices do not include taxes and fees.

One Time fees At 5795 Bridge St , East Syracuse NY 13057

Description	Quantity	Sales Price	Total
HSD Installation Discount	1	(\$100.00)	(\$100.00)
HSD Installation Single Play	1	\$200.00	\$200.00
Total			\$100.00

*Prices do not include taxes and fees.

One Time fees At 3760 W Henrietta Rd , Rochester NY 14623

Description	Quantity	Sales Price	Total
HSD Installation Discount	1	(\$100.00)	(\$100.00)
HSD Installation Single Play	1	\$200.00	\$200.00
Total			\$100.00

*Prices do not include taxes and fees.

Special Terms

Electronic Signature Disclosure

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

Authorized Signature for Time Warner Cable Enterprises LLC

Authorized Signature for Customer

Printed Name and Title

Printed Name and Title

Date Signed

Date Signed

Service Agreement



This Time Warner Cable Business Class Service Agreement ("**Service Agreement**") in addition to the Time Warner Cable Business Class Terms and Conditions ("**Terms and Conditions**") and any Time Warner Cable Business Class Service Orders (each, a "**Service Order**"), constitute the **Master Agreement** by and between customer identified below ("**Customer**") and Time Warner Cable ("**TWC**" or "**Operator**") and is effective as of the date last signed below.

Time Warner Cable Information

Time Warner Cable Enterprises LLC	
Street: 3179 Erie Blvd E	Contact: Ann-Lynn Nelson
City: Syracuse	Telephone: (315) 883-5731
State: NY	Facsimile: (315) 433-5095
Zip Code: 13214	

Customer Information

Customer Name (Exact Legal Name): Butler Evergreen			Federal ID No:	
Billing Address: 6188 W Port Bay Rd	Suite:	City: Wolcott	State: NY	Zip Code: 14590
Billing Contact Name: Mark Doherty	Phone: (518) 852-7773		E-mail: mark@medcannadvisors.com	
Authorized Contact Name: Mark Doherty	Phone: (518) 852-7773		E-mail: mark@medcannadvisors.com	

Agreement

THIS SERVICE AGREEMENT HEREBY INCORPORATES BY REFERENCE THE TERMS AND CONDITIONS (AVAILABLE AT WWW.TWCBC.COM/LEGAL), A COPY OF WHICH WILL BE PROVIDED TO CUSTOMER UPON REQUEST. BY EXECUTING THIS SERVICE AGREEMENT BELOW, CUSTOMER ACKNOWLEDGES THAT: (1) CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS, INCLUDING SECTION 21 THEREOF, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE DISPUTES RELATING TO THE TIME WARNER CABLE BUSINESS CLASS SERVICES AGREEMENT THROUGH ARBITRATION; AND (2) BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP VARIOUS RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY.

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

Electronic Signature Disclosure

Authorized Signature for Time Warner Cable Enterprises LLC	Authorized Signature for Customer
By:	By:
Name (printed):	Name (printed):
Title:	Title:
Date:	Date:

Account Executive: Ann-Lynn Nelson
 Phone: (315) 883-5731 ext:
 Cell Phone:
 Fax: (315) 433-5095
 Email: ann-lynn.nelson@twcable.com

Order # 5963316

Business Name	Butler Evergreen	Customer Type:
Federal Tax ID	Tax Exempt Status	Tax Exempt Certificate #
Billing Address		
Attention To:	Account Number	
6188 W Port Bay Rd Wolcott NY 14590		
Billing Contact	Billing Contact Phone	Billing Contact Email Address
Mark Doherty	(518) 852-7773	mark@medcannadvisors.com
Authorized Contact	Authorized Contact Phone	Authorized Contact Email Address
Mark Doherty	(518) 852-7773	mark@medcannadvisors.com
Technical Contact	Technical Contact Phone	Technical Contact Email Address

Dedicated Internet, Metro Ethernet, and Private Line Service Order Information For 6188 W Port Bay Rd Wolcott NY 14590			
Site Name	Address Location	Location Type	Bandwidth
	6188 W Port Bay Rd Wolcott, NY 14590		

New and Revised Services and Monthly Charges At 6188 W Port Bay Rd , Wolcott NY 14590

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
5 Static IP	1	\$35.00	\$35.00	36 Months
Dedicated Internet Access 50M	1	\$1,487.50	\$1,487.50	36 Months
*Total			\$1,522.50	
*Prices do not include taxes and fees.				

One Time fees At 6188 W Port Bay Rd , Wolcott NY 14590

Description	Quantity	Sales Price	Total
Dedicated Access Account Setup Fee	1	\$500.00	\$500.00
Total			\$500.00
*Prices do not include taxes and fees.			

Special Terms

Electronic Signature Disclosure

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

Authorized Signature for Time Warner Cable Enterprises LLC

Authorized Signature for Customer

Printed Name and Title

Printed Name and Title

Date Signed

Date Signed

Service Agreement



This Time Warner Cable Business Class Service Agreement ("**Service Agreement**") in addition to the Time Warner Cable Business Class Terms and Conditions ("**Terms and Conditions**") and any Time Warner Cable Business Class Service Orders (each, a "**Service Order**"), constitute the **Master Agreement** by and between customer identified below ("**Customer**") and Time Warner Cable ("**TWC**" or "**Operator**") and is effective as of the date last signed below.

Time Warner Cable Information

Time Warner Cable Enterprises LLC	
Street: 3179 Erie Blvd E	Contact: Ann-Lynn Nelson
City: Syracuse	Telephone: (315) 883-5731
State: NY	Facsimile: (315) 433-5095
Zip Code: 13214	

Customer Information

Customer Name (Exact Legal Name): Butler Evergreen			Federal ID No:	
Billing Address: 6188 W Port Bay Rd	Suite:	City: Wolcott	State: NY	Zip Code: 14590
Billing Contact Name: Mark Doherty	Phone: (518) 852-7773		E-mail: mark@medcannadvisors.com	
Authorized Contact Name: Mark Doherty	Phone: (518) 852-7773		E-mail: mark@medcannadvisors.com	

Agreement

THIS SERVICE AGREEMENT HEREBY INCORPORATES BY REFERENCE THE TERMS AND CONDITIONS (AVAILABLE AT WWW.TWCBC.COM/LEGAL), A COPY OF WHICH WILL BE PROVIDED TO CUSTOMER UPON REQUEST. BY EXECUTING THIS SERVICE AGREEMENT BELOW, CUSTOMER ACKNOWLEDGES THAT: (1) CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS, INCLUDING SECTION 21 THEREOF, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE DISPUTES RELATING TO THE TIME WARNER CABLE BUSINESS CLASS SERVICES AGREEMENT THROUGH ARBITRATION; AND (2) BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP VARIOUS RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY.

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

Electronic Signature Disclosure

Authorized Signature for Time Warner Cable Enterprises LLC	Authorized Signature for Customer
By:	By:
Name (printed):	Name (printed):
Title:	Title:
Date:	Date:

SERVICE-LEVEL AGREEMENT

DEDICATED INTERNET ACCESS

This document outlines the Service-Level Agreement ("SLA") for Dedicated Internet Access ("DIA") fiber-based service (the "Service"). Capitalized words used, but not defined herein, shall have the meanings given to them in the Time Warner Cable Business Class Service Agreement (including the terms and conditions, attachments, and Service Orders described therein, the "Agreement"). This SLA is a part of, and hereby incorporated by reference into, the Agreement. If any provision of this SLA and any provision of the Agreement are inconsistent or conflicting, the inconsistent or conflicting provision of this SLA shall control. This SLA document applies only to services provided over TWC's own network ("On-Net") and not to any portion that is provided by a third party. All SLA Targets in the table below are measured at the individual circuit or service level, and any applicable credits are issued only for the affected On-Net circuit or service (the "Affected Service").

I. SLA Targets for On-Net Services

SERVICE AVAILABILITY	MEAN TIME TO RESTORE ("MTTR")	LATENCY / FRAME DELAY (ROUNDTRIP)	JITTER / FRAME DELAY VARIATION	PACKET LOSS / FRAME LOSS
End to End: 99.99%	Priority 1 Outages within 4 hours	45ms	< 2ms	< 0.1%

II. Priority Classification

A "Service Disruption" is defined as an outage, disruption, or severe degradation, other than an Excluded Disruption, that interferes with the ability of a TWC network hub to: (i) transmit and receive network traffic on Customer's dedicated access port at the TWC network hub; and (ii) exchange network traffic with another TWC network hub. The Service Disruption period begins when Customer reports a Service Disruption using TWC's trouble ticketing system by contacting Customer Care, TWC acknowledges receipt of such trouble ticket, TWC validates that the Service is affected, and Customer releases the Service for testing. The Service Disruption ends when the Affected Service has been restored.

"Service Degradation" means a degradation of the Service that is not a Service Disruption or a result of an Excluded Disruption, such as failure of the Service to achieve the SLA Targets for Latency / Frame Delay, Jitter / Frame Delay Variation, or Packet / Frame Loss.

"Excluded Disruptions" means (i) planned outages, (ii) routine or urgent maintenance, (iii) time when TWC is unable to gain access to Customer's premises to troubleshoot, repair or replace equipment or the Service, (iv) service problems resulting from acts of omissions of Customer or Customer's representatives or agents, (v) Customer equipment failures, (vi) Customer is not prepared to release the Service for testing, and (vii) Force Majeure Events.

TWC will classify Service problems as follows:

PRIORITY	CRITERIA
Priority 1	A. Service Disruption resulting in a total loss of Service; or B. Service Degradation to the point that Customer is unable to use the Service and is prepared to release it for immediate testing (each a "Priority 1 Outage").
Priority 2	Service Degradation where Customer is able to use the Service and is not prepared to release it for immediate testing.
Priority 3	A. A service problem that does not impact the Service; or B. A single non-circuit specific quality of Service inquiry.

DEDICATED INTERNET ACCESS SERVICE-LEVEL AGREEMENT (CONT.)

III. Service Availability

“Service Availability” is calculated as the total number of minutes in a calendar month less the number of minutes that the On-Net Service is unavailable due to a Priority 1 Outage (“Downtime”), divided by the total number of minutes in a calendar month.

The following table contains examples of the percentage of Service Availability translated into minutes of Downtime for the 99.99% Service Availability Target:

PERCENTAGE BY DAYS PER MONTH	TOTAL MINUTES / MONTH	DOWNTIME MINUTES
99.99% for 31 Days	44,640	4.5
99.99% for 30 Days	43,200	4.3
99.99% for 29 Days	41,760	4.2
99.99% for 28 Days	40,320	4

IV. Mean Time to Restore (“MTTR”)

The MTTR measurement for Priority 1 Outages is the average time to restore Priority 1 Outages during a calendar month calculated as the cumulative length of time it takes TWC to restore an On-Net Service following a Priority 1 Outage in a calendar month divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the calendar month for the On-Net Service.

MTTR per calendar month is calculated as follows:

$$\text{MTTR} = \frac{\text{Cumulative length of time to restore Priority 1 Outage(s) per On-Net Service}}{\text{Total number of Priority 1 Outage trouble tickets per On-Net Service}}$$

V. Latency / Frame Delay

Latency or Frame Delay is the average roundtrip network delay, measured every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, to adequately determine a consistent average monthly performance level for frame delay for each On-Net Service. The roundtrip delay is expressed in milliseconds (ms). TWC measures frame delay on an end-to-end basis using a standard 64-byte ping from the Customer's dedicated access port at the Customer premises to the TWC Internet access router in a roundtrip fashion.

Latency is calculated as follows:

$$\text{Latency / Frame Delay} = \frac{\text{Sum of the roundtrip delay measurements for an On-Net Service}}{\text{Total \# of measurements for an On-Net Service}}$$

DEDICATED INTERNET ACCESS SERVICE-LEVEL AGREEMENT (CONT.)

VI. Packet Loss / Frame Loss Ratio

Packet Loss or Frame Loss Ratio is defined as the percentage of frames that are not successfully received compared to the total frames that are sent in a calendar month, except where any packet or frame loss is the result of an Excluded Disruption. The percentage calculation is based on frames that are transmitted from a network origination point and received at a network destination point (TWC network hub to TWC network hub).

Packet Loss / Frame Loss Ratio is calculated as follows:

$$\text{Packet Loss / Frame Loss (\%)} = 100 (\%) - \text{Frames Received}$$

VII. Jitter / Frame Delay Variation

Jitter or Frame Delay Variation is defined as the variation in delay for two consecutive frames that are transmitted (one way) from a network origination point and received at a network destination point (TWC network hub to TWC network hub). TWC measures a sample set of frames every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, and determines the average delay between consecutive frames within each sample set. The monthly Jitter / Frame Delay Variation is calculated as the average of all of the frame delay variation measurements during such calendar month and is expressed in milliseconds (ms).

$$\text{Jitter / Frame Delay Variation} = \frac{\text{Sum of the Frame Delay Variation measurements for an On-Net Service}}{\text{Total \# of measurements for an On-Net Service}}$$

VIII. Network Maintenance

Maintenance Notice:

Customer understands that from time to time TWC will perform network maintenance for network improvements and preventive maintenance. In some cases, TWC will need to perform urgent network maintenance, which will usually be conducted within the routine maintenance windows. TWC will use reasonable efforts to provide advance notice of the approximate time, duration, and reason for any urgent maintenance outside the routine maintenance windows.

Maintenance Windows:

Routine maintenance may be performed Monday – Friday 12 midnight – 3 a.m. Local Time.

DEDICATED INTERNET ACCESS SERVICE-LEVEL AGREEMENT (CONT.)

IX. Remedies

Service Credits:

If the actual performance of an On-Net Service during any calendar month is less than the SLA Targets, and Customer has complied with the requirements in this SLA, then Customer may request credit(s) equal to the percentage(s) of the monthly Service Charges for only the Affected Service as set forth in the table below. Any credits will be applied as an offset against any amounts due from Customer to TWC. All credits must be: (i) requested by the Customer within 30 days of a Service Disruption or Service Degradation by calling the Customer Care Center and opening a trouble ticket, and (ii) confirmed by TWCBC engineering support teams as associated with a trouble ticket and as failing to meet the applicable SLA Targets.

SERVICE AVAILABILITY	MEAN TIME TO RESTORE ("MTTR")		LATENCY / FRAME DELAY (ROUNDTRIP)	JITTER / FRAME DELAY VARIATION	PACKET LOSS / FRAME LOSS
30%	> 4 hours ≤ 7:59:59 hours	4%	5%	5%	5%
	> 8 hours	10%			

Except as set forth below, the credits described in this SLA shall constitute Customer's sole and exclusive remedy, and TWC's sole and exclusive liability, with respect to TWC's failure to meet any SLA Targets. All SLA Targets are monthly measurements and Customer may request only one credit per SLA Target per month up to a maximum of 40% of the monthly Service Charges for the Affected Service. Customer shall not be eligible for credits exceeding four (4) months of Customer's applicable monthly Service Charges during any calendar year.

Chronic Priority 1 Outages:

If Customer experiences and reports three (3) separate Priority 1 Outages where the Downtime exceeds four (4) hours during each Priority 1 Outage within three (3) consecutive calendar months, then Customer may terminate the Affected Service without charge or liability by providing at least thirty (30) days written notice to TWC; provided, however, that (i) Customer may only terminate the Affected Service; (ii) Customer must exercise its right to terminate the Affected Service by providing written notice to TWC within thirty (30) days after the event giving rise to Customer's termination right; (iii) Customer shall have paid TWC all amounts due at the time of such termination for all Services provided by TWC pursuant to the Agreement, and (iv) the foregoing termination right provides the sole and exclusive remedy of Customer and the sole and exclusive liability of TWC for chronic Priority 1 Outages and Customer shall not be eligible for any additional credits. Termination will be effective forty-five (45) days after TWC's receipt of such written notice of termination.

Attachment L
Project Timeline

Attachment L - Project Timeline

Requirement: The applicant has attached a timeline demonstrating the estimated timeframe from growing marijuana to production of a final approved product, and labeled this attachment as “Attachment L.”

Response: Butler Evergreen has attached a timeline documenting the estimated timeframe from growing marijuana to production of a final approved product on the next page.

Butler Evergreen Project Timeline

Task Name	Start Date	Due Date	Assigned To
Deliver Application to NYSDOH		06/05/2015	CEO
Work with Wolcott, Vestal, Dewitt, Henrietta, and Cheektowaga, to obtain necessary permits and approvals to begin construction of Cultivation/Processing and Dispensary facilities	06/08/2015	07/13/2015	C & S Construction
Work with HR Staffing to recruit HR manager, with contingent offer in place by 7/8/2015. Offer to be executed 7/13/2015, or upon issuance of license by NYSDOH	06/08/2015	07/13/2015	CEO
Receive License Approval Notice from NYSDOH (Anticipated)		07/13/2015	State of NY ..
Manufacturing & Processing Staff Training. Manufacturing Security Staff onsite (Provide 7 day-evening coverage will be first priority-2 guard min.)	07/01/2015	09/15/2015	CKC
Utilities turned on (if needed)		07/14/2015	C & S Construction
Manufacturing Center Construction	07/14/2015	09/01/2015	C & S Construction
Dispensary Construction	07/14/2015	10/24/2015	C & S Construction
Working with HR Team (HR Works, New HR Director, Staffing Agency) to recruit Quality Assurance Officer, Laboratory Director, Security Manager for immediate hire.	07/14/2015	09/01/2015	CEO
Working with HR Team (HR Works, New HR Director, Staffing Agency) to recruit additional staff members e.g.: agricultural, dispensary, security.	07/14/2015	09/01/2015	CEO
Order Delivery Vehicles Chassis/Contract with Armorer. Finalize Security Guard Uniform, Equipment List.		08/01/2015	CEO
Website development	08/01/2015	10/01/2015	CEO

Manufacturing Center Phase 1 (FLW rooms 1-6) Construction Complete	09/01/2015	C & S Construction
Manufacturing Center Security scheduled 24/7 (2 guards min)	09/01/2015	CEO
Marijuana Cultivation. Begin vegetative cycle for Phase 1 (FLW rooms 1-6)	09/02/2015	CKC
Marijuana Cultivation. Transplant from Veg to Flower rooms (continue 18h light cycle)	09/17/2015	CKC
Marijuana Cultivation. Switch to 12h light cycle in FLW rooms. Begin phase 1 flowering period	09/21/2015	CKC
Order furniture, fixtures and equipment for dispensary's	10/01/2015	CEO
Security Training (SMP & Transportation). All security systems & programs substantially operational/complete	10/01/2015	CEO
All Dispensary Locations construction complete.	10/26/2015	C & S Construction
Delivery of Transport Vehicle-Finalize Security Systems setup	11/01/2015	CEO
Manufacturing Center Construction Phase 2 (FLW rooms 7- 12) complete	11/16/2015	C & S Construction
1st Marijuana Harvest - Curing of Raw Product Begins	11/24/2015	CKC
All Security staff trained & scheduled, begin dry run delivery exercises.	12/01/2015	CEO
Website launched	12/01/2015	CEO

Dispensary Management Training	12/01/2015	12/07/2015	CEO
Marijuana Processing Begins		12/03/2015	CEO
Dispensary Associate level training	12/15/2015	01/04/2016	CEO
Packaging of Pills, Oils, and Tinctures Begins		12/15/2015	CEO
Products Shipped to all 4 Dispensary Locations	01/01/2016	01/04/2016	CEO
Opening Preparations	01/01/2016	01/04/2016	CEO
Dispensaries Fully Operational	01/05/2016	01/05/2016	CEO

Attachment M
State and Local Compliance Attestation

Attachment M - State and Local Compliance Attestation

Requirement - 1004.5(b)(8): ...a statement that the applicant is able to comply with all applicable state and local laws and regulations relating to the activities in which it intends to engage under the registration.

Response: Butler Evergreen has included here a signed statement that we are able to comply with all applicable state and local laws and regulations relating the activities in which we intend to engage under our registration. Additionally, we have included the following local resolutions and correspondences, demonstrating support of our ability to comply with all applicable state and local laws and regulations relating to the activities in which we intend to engage under our registration.

Local Resolutions

- 1) Village of Wolcott, Resolution Supporting Butler Evergreen
- 2) Town of Wolcott, Resolution Supporting Butler Evergreen
- 3) Wayne County Board of Supervisors, Specific Resolution Supporting Butler Evergreen
- 4) Wayne County Board of Supervisors, General Resolution Supporting Medical Marijuana

Local Letters of Support

- 1) James Hoffman , Chairman, Wayne County Board Supervisors
- 2) Sheriff Barry Virts, Wayne County Sheriff
- 3) Kim Park, Wolcott Town Supervisor
- 4) Christopher J. Henner, Wolcott Village Mayor
- 5) Michael F. Nozzolio, State Senator, 54th Senate District
- 6) Patrick M. Gallivan, State Senator, 59th Senate District
- 7) Robert Oaks, Member of the Assembly, 130th Assembly District
- 8) Harry B. Bronson, Member of the Assembly, 138th Assembly District
- 9) Mark Taubman, MD, CEO, University of Rochester Medical Center
- 10) Matthew Cole, Vice President, Commodity Research Corporation, FLREDC
- 11) Luke J. Peppone, Assistant Professor of Surgery, University of Rochester Medical Center
- 12) Mike Bettis, President, Wolcott/Red Creek Chamber of Commerce
- 13) Jeannie Brockmyre, Secretary, Wolcott Chamber of Commerce
- 14) Kevin Granger, Secretary, Wolcott Elks Lodge No. 1763
- 15) Robert Montemorano, RPh, Supervising Pharmacist, Galens Health Mart Pharmacy

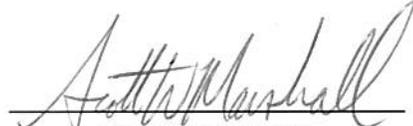
ATTACHMENT M

Affidavit

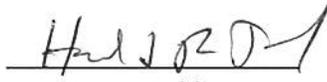
State of New York
County of Albany

SCOTT MARSHALL, being duly sworn, deposes and says:

1. I am the chief executive officer of the applicant, Butler Evergreen.
2. As required by 10 NYCRR 1004.5(b)(8), I hereby attest that, based upon the foregoing application, including but not limited to applicant's operating policies and procedures as set forth therein, the applicant has the ability to and will comply with all applicable state and local laws and regulations relating to the activities in which it will engage under this registration.


SCOTT MARSHALL

Sworn to before me this
day of June 5, 2015


Notary Public

HAROLD J. ROSENTHAL
NOTARY PUBLIC, State of New York
No. 4609489
Qualified in Albany County
Commission Expires March 30, 19.....
Sept 30, 2017

Village of Wolcott

6015 New Hartford Street

PO Box 85

Wolcott, NY 14590

Phone (315) 594-9501

Fax (315) 594-1634

vwolcott@rochester.rr.com

TDD (800) 662-1220

Christopher J. Henner
Mayor

Lori A. Tyler
Clerk-Treasurer

**RESOLUTION 2015-5
VILLAGE OF WOLCOTT BOARD OF TRUSTEES IN SUPPORT OF PROPOSED BUTLER
EVERGREEN FACILITY**

WHEREAS, New York State and Governor Andrew Cuomo signed the Compassionate Care Act in 2014 establishing the New York State Medical Marijuana Program; and

WHEREAS, New York State's Medical Marijuana Program is the most tightly regulated medical marijuana program in the country; and

WHEREAS, New York State, beginning in 2016, will allow non-smokeable medical marijuana-based medicines for the treatment of specified diseases including, cancer, seizure disorders, Parkinson's, Multiple Sclerosis, Irritable Bowel Syndrome and others; and

WHEREAS, New York State Department of Health is currently accepting applications from companies and individuals to become one of five "registered organizations" that will have a license to grow, process and dispense medical marijuana; and

WHEREAS, Wayne County businessman Scott Marshall has assembled a team of experts to create a new biopharmaceutical company to be located in the Village of Wolcott called Butler Evergreen; and

WHEREAS, Butler Evergreen will be a highly secure, patient centered company focused on the production and advancement of these medicines; and

WHEREAS, Butler Evergreen's plan calls for the rehabilitation of the former Electromark facility, and for it to become a growing and processing center for cannabis based medicine; and

WHEREAS, Butler Evergreen's Wolcott facility will be secure, discreet and not able to serve as a dispensary location according to state law; and

WHEREAS, Butler Evergreen will be in compliance with all local zoning ordinances and Village codes; and

WHEREAS, Butler Evergreen, if licensed, anticipates the creation of approximately 100 jobs, most of those in the Village of Wolcott; and

WHEREAS, the Marshall Family is a long time, well respected and trusted employer in the community;

NOW, THEREFORE, BE IT RESOLVED, that the Village of Wolcott adopts this resolution in support of the Butler Evergreen application to become a "registered organization" under New York's Compassionate Care Act

*Village of Wolcott is an Equal Opportunity Provider and Employer
Complaints of discrimination should be sent to:
USDA, Director, Office of Civil Rights, Washington, DC 20250-9410*

RESOLUTION 2015-5
VILLAGE OF WOLCOTT BOARD OF TRUSTEES IN SUPPORT OF PROPOSED BUTLER
EVERGREEN FACILITY cont'd

Adopted by the following vote:

Ayes: Mayor Henner, Trustee Marshall, Trustee Smith

Nays: None

Office of the Village Clerk
Village of Wolcott
County of Wayne

I hereby certify that I have compared the foregoing copy of a resolution with the original duly adopted by the above mentioned Board at a meeting held on the 29th day of May, 2015 and that the same is a true copy of said original and the whole thereof.

In witness Whereof, I have hereunto subscribed my name and affixed seal of the said Board, this 29th day of May, 2015.



Village Clerk



Town of Wolcott

6070 Lake Avenue ▪ Wolcott, New York 14590
Phone: 315-594-9431 ▪ Fax: 315-594-6572 ▪ TDD #1-800-662-1220

Kim Park
SUPERVISOR
315-594-6012

wolcottsupervisor@rochester.rr.com

Dawn Krul
TOWN CLERK
315-594-9431

wolcotttownclerk@rochester.rr.com

Scott Maybe
HIGHWAY SUPERINTENDENT
315-594-2214

scottmaybe65@yahoo.com

Donald Camp
CODE ENFORCEMENT OFFICER
315-594-6364

wolcottcodes@rochester.rr.com

RESOLUTION #40-15 SUPPORT OF THE APPLICATION OF BUTLER EVERGREEN
TO PURSUE LICENSE UNDER NEW YORK'S COMPASSIONATE CARE ACT IN THE
TOWN OF WOLCOTT -

At a regular meeting of the Wolcott Town Board held Tues., May 19, 2015, at 6:00 PM at the Town Hall the following resolution was presented by Kim Park, moved by Adam Ellis, seconded by Henry Felker

WHEREAS, on July 5, 2014, Governor Andrew Cuomo signed into law Chapter 90 which enacted the Compassionate Care Act and established the New York State Medical Marihuana Program; and

WHEREAS, New York State's Medical Marihuana Program is the most comprehensive and tightly regulated medical marihuana program in the country which will provide much needed relief and effective treatment options for New Yorkers that are suffering from serious conditions such as cancer, epilepsy, multiple sclerosis, Parkinson's disease and several other debilitating illnesses and conditions; and

WHEREAS, the New York State Department of Health is currently accepting applications from organizations that are interested in becoming "registered organizations" which must conform to stringent requirements, guidelines, policies, and procedures to produce non-smokable medical marihuana-based medicines which will be regulated by New York State; and

WHEREAS, local businessman, Scott Marshall, has assembled a team of experts in the fields of indoor agriculture, medical cannabis processing, secure dispensing, and medical research to create a new biopharmaceutical company located in Wolcott caller Butler Evergreen; and

WHEREAS, Butler Evergreen will be a highly-secure, patient-centered company focused on the production and advancement of state of the art biopharmaceutical medicines; and

WHEREAS, the Electromark Facility once employed 100 people and has sat vacant since its closure; and

WHEREAS, the plan put forth by Butler Evergreen calls for the rehabilitation of the former Electromark Facility to become a growing and processing center for cannabis-based medicine; and

WHEREAS, Butler Evergreen's Wolcott facility will be secure, discreet, and will not serve as a dispensary pursuant to New York State law; and

RESOLUTION - (cont'd)

WHEREAS, Butler Evergreen anticipates the creation of approximately 100 jobs, a majority of which will be in Wayne County; and
WHEREAS, Wayne County would receive 22.5 percent of the excise tax levied on medical marihuana manufactured in Wolcott; and
WHEREAS, the Marshall Family is a long-established, well-respected and biggest private employer in Wayne County;

NOW, THEREFORE, BE IT RESOLVED, that the Wolcott Town Board adopts this resolution in support of the Butler Evergreen application and initiative to become a "registered organization" under New York's Compassionate Care Act.

VOTE - AYES 4 NAYS 0.

CERTIFICATION OF CLERK

STATE OF NEW YORK
COUNTY OF WAYNE
TOWN OF WOLCOTT

I, Dawn M. Krul, Town Clerk of the Town of Wolcott, County of Wayne, State of New York, DO HEREBY CERTIFY that I have compared the foregoing resolution duly adopted by the Town Board of the Town of Wolcott on the 19th day of May, 2015, with the original now on file in my office, and the same is a correct and true copy of said resolution and of the whole thereof.

Dated: _____

5/21/15


Dawn M. Krul, Town Clerk

Board of Supervisors
WAYNE COUNTY

RESOLUTION NO. 310-15: RESOLUTION IN SUPPORT OF THE APPLICATION OF BUTLER EVERGREEN TO PURSUE LICENSE UNDER NEW YORK'S COMPASSIONATE CARE ACT

Ms. Park presented the following:

WHEREAS, on July 5, 2014, Governor Andrew Cuomo signed into law Chapter 90 which enacted the Compassionate Care Act and established the New York State Medical Marijuana Program; and

WHEREAS, New York State's Medical Marijuana Program is the most comprehensive and tightly regulated medical marijuana program in the county which will provide much needed relief and effective treatment options for New Yorkers that are suffering from serious conditions such as cancer, epilepsy, multiple sclerosis, Parkinson's disease and several other debilitating illnesses and conditions; and

WHEREAS, the New York State Department of Health is currently accepting applications from organizations that are interested in becoming "registered organizations" which must conform to stringent requirements, guidelines, policies, and procedures to produce non-smokable medical marijuana-based medicines which will be regulated by New York State; and

WHEREAS, local businessman Scott Marshall has assembled a team of experts in the fields of indoor agriculture, medical cannabis processing, secure dispensing, and medical research to create a new biopharmaceutical company located in Wolcott called Butler Evergreen; and

WHEREAS, Butler Evergreen will be a highly-secure, patient-centered company focused on the production and advancement of state of the art biopharmaceutical medicines; and

WHEREAS, the plan put forth by Butler Evergreen calls for the rehabilitation of the former Electromark facility to become a growing and processing center for cannabis-based medicine; and

WHEREAS, Butler Evergreen's Wolcott facility will be secure, discreet, and will not serve as a dispensary pursuant to New York State law; and

WHEREAS, Butler Evergreen anticipates the creation of approximately 100 jobs, a majority of which will be in Wayne County; and

WHEREAS, Wayne County would receive 22.5 percent of the excise tax levied on medical marijuana manufactured in Wolcott; and

WHEREAS, the Marshall Family is a long established, well-respected and trusted employer in the Wayne County community; now, therefore, be it

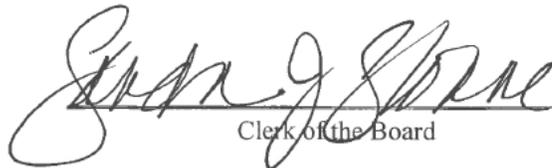
RESOLVED, that the Wayne County Board of Supervisors adopts this resolution in support of the Butler Evergreen application and initiative to become a "registered organization" under New York's Compassionate Care Act.

Mr. Colacino moved the adoption of the resolution. Seconded by Mr. Smith. Upon roll call, adopted.

WAYNE COUNTY
Board of Supervisors
LYONS, NEW YORK

This is to Certify that I, the undersigned, Clerk of the Board of Supervisors of the County of Wayne, have compared the foregoing copy of resolution with the original resolution now on file in this office and which was duly adopted by the Board of Supervisors of said County at a session held on the 19th day of May 2015 and that the same is a true copy of said original and of the whole thereof.

In Witness Whereof, I have hereunto subscribed my name and affixed the official seal of the Board of Supervisors of the County of Wayne, this 19th day of May 2015.


Clerk of the Board

Board of Supervisors
WAYNE COUNTY

RESOLUTION NO. 353-15: AUTHORIZATION SUPPORTING THE ESTABLISHMENT OF A REGISTERED MEDICAL MARIJUANA MANUFACTURING FACILITY IN WAYNE COUNTY

Mr. Spickerman presented the following:

WHEREAS, with the passage of New York's Compassionate Care Act the State will authorize five Registered Organizations to manufacture approved medical marijuana products for the treatment of serious conditions, such as ALS, Parkinson's Disease, multiple sclerosis, cancer and others by January, 2016; and

WHEREAS, each Registered Organization will also be authorized to operate four Dispensing Facilities in the State, at which patients, who are certified by a licensed practicing New York State physician, can access approved medical marijuana products to treat the specific severe debilitating or life threatening condition(s) defined in the law; and

WHEREAS, Registered Organizations must demonstrate that they have planned the complete details of the operation, including but not limited to, the sanitary production of approved medical marijuana products, site surveillance and security, and safe transportation to and from the Manufacturing Facility; and

WHEREAS, the establishment of such an enterprise in Wayne County would have various economic benefits such as new good paying jobs, tax revenue and increased local purchases of goods and services; now therefore be it

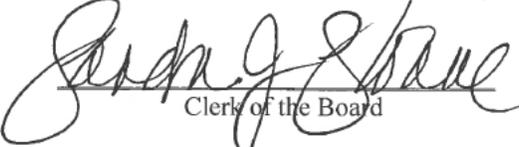
RESOLVED, that the Board of Supervisors hereby supports the establishment of such facilities within Wayne County.

Mrs. Deyo moved the adoption of the resolution. Seconded by Ms. Park. Upon roll call, all Supervisors voted Aye, except Supervisor Baldrige who voted Nay. Absent – Supervisors Miller and Marini. The Chairman declared the Resolution adopted.

WAYNE COUNTY
Board of Supervisors
LYONS, NEW YORK

This is to Certify that I, the undersigned, Clerk of the Board of Supervisors of the County of Wayne, have compared the foregoing copy of resolution with the original resolution now on file in this office and which was duly adopted by the Board of Supervisors of said County at a session held on the 19th day of May 2015 and that the same is a true copy of said original and of the whole thereof.

In Witness Whereof, I have hereunto subscribed my name and affixed the official seal of the Board of Supervisors of the County of Wayne, this 19th day of May 2015.


Clerk of the Board



Wayne County Board of Supervisors

COURT HOUSE
26 CHURCH STREET, LYONS NY 14489-1134

James D. Hoffman, Chairman
e-mail: JHoffman@co.wayne.ny.us

315-946-5400

May 19, 2015

New York State Department of Health
Bureau of Narcotic Enforcement
Medical Marijuana Program
150 Broadway
Albany, NY 12204

To Whom It May Concern:

I am writing in my position as the Chairman of the Board of Supervisors in Wayne County, New York. I am fully aware of the Marshall family's plan to create a biopharmaceutical company to manufacture medical marijuana products in the Town of Wolcott. I am fully supportive of this plan.

The Marshall family's other businesses are currently top employers in our County and the Marshalls have a strong reputation as not only great employers but outstanding members of the community. Their business expertise includes experience in agriculture, biosecurity, physical security, food processing, and distribution. To make Butler Evergreen a world leader in this industry, they have also brought in top-notch strategic partners with experience in the processing and secure distribution of medical marijuana products. And they are working closely with leaders in the medical field, including Dr. Luke Peppone at the University of Rochester Medical Center, to keep the focus of their new business on the needs of patients.

Butler Evergreen's plan includes a \$10 million investment in the local community and the creation of approximately 100 jobs. Our County, and especially the region around Wolcott, needs and wants these good-paying jobs, and we have an able workforce ready for these jobs.

Please accept this letter as my support for Butler Evergreen's application to become a Registered Organization under New York's Medical Marijuana Program with a headquarters in the Village of Wolcott, in Wayne County.

Sincerely,

A handwritten signature in blue ink that reads "James Hoffman".

James Hoffman, Chairman
Wayne County Board of Supervisors



**OFFICE OF THE SHERIFF
WAYNE COUNTY**

7376 Route 31, Suite 1000
Lyons, NY 14489
Phone 315.946.9711 / Fax 315.946.5811
www.waynecosherriff.org

Sheriff Barry C. Virts
bvirts@co.wayne.ny.us

Undersheriff Richard R. House
rhouse@co.wayne.ny.us

May 29, 2015

Sheriff Barry Virts
Wayne County Office of Sheriff
7376 Route 31, Suite 1000
Lyons, New York 14489

New York State Department of Health
Bureau of Narcotic Enforcement
Medical Marijuana Program
150 Broadway
Albany, NY 12204

To Whom It May Concern:

As Wayne County Sheriff, I am wholeheartedly supportive of the safety and security efforts of Scott Marshall, the Marshall Group and Butler Evergreen's efforts to provide safety and professional security experience, expertise, commitment and excellence to the facility in Wolcott, New York in their application for and to become a registered organization to produce and provide medicinal marijuana under New York's Medical Marijuana Program.

Scott Marshall and the Marshall family, the driving force behind Butler Evergreen, have proven to be a tremendous asset to Wayne County as a well-respected and trusted employer. Their reputation and standing in the community is second-to-none. The Marshall Group, though their businesses and employees, has demonstrated incredible support and assistance to law enforcement, along with the fire departments and other first responder organizations in the northeast part of the county. Our Sheriff's deputies work seamlessly with the Marshall Group's security officers and at times we have worked hand-in-hand with their security staff in using their security imaging equipment for search and rescue operations. The Marshall Group has also hosted several training sessions for first responders in our area. The Marshall Group's experience and track record in physical security and bio-security at their current facilities gives me the highest levels of confidence. I have no doubt Butler Evergreen will exceed any and all safety and security protocols set forth by the state.

Butler Evergreen's purchase of the former Electromark facility in Wolcott, New York along with plans to invest \$10 million dollars in that local community and the creation of approximately 100 solid new jobs will help strengthen all of Wayne County.

I am confident the Marshall Group will continue to bring all of their safety and professional security experience, expertise, commitment and excellence to the Butler Evergreen facility in Wolcott, New York if granted this license.

Sincerely,

Barry Virts, Sheriff
Wayne County

Protecting and Serving the People of Wayne County



Town of Wolcott

6070 Lake Avenue ▪ Wolcott, New York 14590
Phone: 315-594-9431 ▪ Fax: 315-594-6572 ▪ TDD #1-800-662-1220

Kim Park
SUPERVISOR
315-594-6012
wolcottsupervisor@rochester.rr.com

Dawn Krul
TOWN CLERK
315-594-9431
wolcotttownclerk@rochester.rr.com

Scott Maybe
HIGHWAY SUPERINTENDENT
315-594-2214
scottmaybe65@yahoo.com

Donald Camp
CODE ENFORCEMENT OFFICER
315-594-6364
wolcottcodes@rochester.rr.com

May 19, 2015

New York State Department of Health
Bureau of Narcotic Enforcement
Medical Marihuana Program
150 Broadway
Albany, NY 12204

To Whom it May Concern,

I am writing to express my strong support for Butler Evergreen's application to become a Registered Organization under New York's Medical Marihuana Program and to operate a growing and processing facility in the town of Wolcott, New York.

I know Scott Marshall and the Marshall family, and have great respect for the businesses they currently operate in Wayne County and for their commitment to our community. Their plan for a patient-centered biopharmaceutical company to be headquartered in the village of Wolcott is welcome news for our entire community.

The Marshall family's business expertise spans agriculture, biosecurity, physical security, food processing and distribution, all serving the biomedical and food manufacturing industries. They are well-respected and trusted employers in the region. Butler Evergreen also has built an impressive team of experts in the fields of indoor agriculture, medical cannabis processing, secure dispensing and medical research.

Butler Evergreen plans to invest \$10 million in the local community, creating approximately 100 new good-paying jobs and bringing life back to the former Electromark manufacturing facility and new opportunity to those that recently lost their jobs in Wayne County. This community needs and wants these jobs, and has a work force that is ready to fill these positions.

I am also encouraged by Butler Evergreen's plan to meet and exceed the security protocol established by New York State. Given our community's long-standing relationship with Scott Marshall and the Marshall family, I know he and his team at Butler Evergreen will do things right.

Based on all these factors, I want to reiterate my support for Butler Evergreen's application to operate a Registered Medical Marihuana facility in Wolcott. I hope that you will consider this endorsement during your evaluation of the application. If there are any questions I may answer regarding the support of my community, please do not hesitate to contact me at the information above or my personal cell phone number at [REDACTED]

Sincerely,

Kim Park
Wolcott Town Supervisor

Village of Wolcott

6015 New Hartford Street
PO Box 85
Wolcott, NY 14590
Phone (315) 594-9501
vwolcott@rochester.rr.com
TDD (800) 662-1220

Christopher J. Henner
Mayor

Lori A. Tyler
Clerk-Treasurer

New York State Department of Health
Bureau of Narcotic Enforcement
Medical Marijuana Program
150 Broadway
Albany, NY 12204

May 21, 2015

To Whom It May Concern:

As the Mayor of Wolcott, I am writing today to share my support for Butler Evergreen's plan to rehabilitate the former Electromark facility and to open a highly-secure medical marijuana growing and processing facility in the Village.

I am aware of the various security measures that will be put in place to make the facility safe, including a perimeter fence, 24-hour surveillance, and internal security protocols. I also know the Marshall family and I have full faith that they will operate this business to the high standard of their other businesses. They have always been strong supporters of our community, and are again bringing the opportunity for job growth to our area.

Butler Evergreen also has very well defined values that will not only bring added employment to the area, but will produce medicine that will enhance the quality of life for so many people. The Village of Wolcott is a great place to live and do business. Unfortunately, we've had a few major employers in the region close down in recent years. Butler Evergreen's plan would put our village at the forefront of this important medical program.

I hope that you consider this support as you evaluate the Butler Evergreen application.

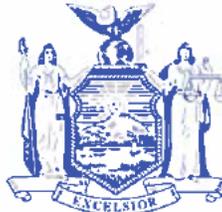
Sincerely,



Chris Henner
Mayor, Village of Wolcott

THE SENATE
STATE OF NEW YORK

CHAIRMAN
CODES
CO-CHAIRMAN
NYS LEGISLATIVE TASKFORCE ON
DEMOGRAPHIC RESEARCH & REAPPORTIONMENT



SENATOR
MICHAEL F. NOZZOLIO
54TH DISTRICT

COMMITTEES
FINANCE
RULES
CRIME & CORRECTIONS
ELECTIONS
HOUSING
INVESTIGATIONS
JUDICIARY
RACING & WAGERING
TRANSPORTATION

VICE CHAIRMAN, SENATE REPUBLICAN CONFERENCE

June 2015

New York State Department of Health
Bureau of Narcotic Enforcement
Medical Marijuana Program
150 Broadway
Albany, New York 12204

Re: Butler Evergreen

To Whom It May Concern:

The Butler Evergreen project has the full and complete support of every unit of local and county government in the area surrounding the proposed site. Enclosed are copies of the formal resolutions of support and endorsement by the Wayne County Board of Supervisors, the Village and Town of Wolcott, the Supervisor and the Mayor of Wolcott as well as the Chairman of the Wayne County Board of Supervisors.

It is my hope that these resolutions of support will serve as a complete endorsement by the Wayne County area that I serve in the New York State Senate.

Thank you for your consideration of this project.

With best wishes.

Sincerely,

Michael F. Nozzolio,
Senator, 54th District

MN/jsg/lms



THE SENATE
STATE OF NEW YORK
SENATOR PATRICK M. GALLIVAN
59TH DISTRICT

June 3, 2015

Howard A. Zucker, Commissioner
New York State Department of Health
Corning Tower
Empire Plaza
Albany, New York 12237

Dear Commissioner Zucker,

The purpose of this letter is to support the awarding of one of the licenses for the production and dispensing of medical marijuana in New York State to an organization that plans to locate a cultivation/manufacturing facility in Wayne County and a dispensary in Monroe County. The region is ideally situated for this purpose and the facilities would provide direct and tangible benefits to the constituents we serve.

Residents of the region would benefit by having greater access to the essential medication that they need without being required to travel long distances. Not awarding a license to the Greater Rochester community would make it exceedingly burdensome for residents to obtain medication.

Additionally, a dispensary and growing facility would have a significant and positive economic impact on the entire region, where the economic recovery has lagged behind most other areas of the state. New York State has mandated that a 7% excise tax be paid on gross receipts by the grower. From this tax revenue, 22.5% of it will go to the county where the marijuana is grown, and another 22.5% of it will go to the county where it is sold or dispensed. This additional revenue would help to relieve the excessive tax burden already suffered by our residents. In addition, the creation of badly needed jobs would also help to speed the economic recovery.

Butler Evergreen has indicated its desire to operate a medical marijuana manufacturing facility in Wolcott, NY and a dispensary in Henrietta, NY. The company is well-respected in the Greater Rochester community and has committed to operating in full compliance with security protocol established by New York State and all other applicable regulations, ordinances and laws.

I respectfully request that you consider these factors as you contemplate the awarding of medical grade cannabis licenses in New York State. Please do not hesitate to contact my office should you have any questions.

Sincerely,



Patrick M. Gallivan
Senator - 59th District

PMG: lmb



THE ASSEMBLY
STATE OF NEW YORK
ALBANY

Ranking Minority Member
Ways and Means

COMMITTEES
Rules

ROBERT OAKS
Assemblyman 130th District
Cayuga, Oswego and Wayne Counties

May 29, 2015

New York State Department of Health
Bureau of Narcotic Enforcement
Medical Marijuana Program
150 Broadway
Albany, NY 12204

To Whom It May Concern:

I am writing this letter to express my strongest support of Butler Evergreen and its application to open a licensed growing and processing facility in Wolcott, New York under New York's Medical Marijuana Program.

Butler Evergreen's involvement is very positive for the Wolcott community, this county, and ultimately New York State. I grew up in this area about a mile down the road from some of the Marshall Farms group businesses. In fact, my father worked at Marshall Farms for a time, and was a contemporary of Scott Marshall's grandfather, the founder of Marshall Farms.

I have known the Marshalls my entire life. More importantly, I have seen the type of work they do, the excellence they exhibit, and the drive they bring to the projects they focus on. I also know of their devotion to their community and New York State. I am certain they will bring that same commitment and focus to the patients they serve under the Compassionate Care Act.

The team of experts they have - from indoor agriculture, medical marijuana processing, secure dispensing, to medical research - really speaks to the quality of their proposal. While I was initially hesitant to vote in favor of the medical marijuana bill, New York's focus on the patient along with the biomedical and pharmaceutical aspects of the bill convinced me to support the legislation. That same focus is demonstrated by Butler Evergreen.

Eastern Wayne County has had several recent economic challenges. First, with the closing of the Electromark facility, then the state's decision to close the Butler Correctional Facility and, most recently, Heluva Good Cheese moving out of state. Butler Evergreen's plan to repurpose the Electromark building as a licensed medical marijuana growing and processing facility, along with an investment of \$10 million into the local economy, and the creation of 100 good-paying jobs will be of great benefit to this community, Wayne County and our region.

Sincerely,

ROBERT C. OAKS
Member of Assembly

RCO:rc0



HARRY B. BRONSON
Assemblymember
138th District

THE ASSEMBLY
STATE OF NEW YORK
ALBANY

CHAIR
Commission on Skills Development
and Career Education

COMMITTEES
Agriculture
Economic Development, Job Creation,
Commerce and Industry
Labor
Local Governments
Steering
Transportation

June 2, 2015

Howard A. Zucker, M.D., J.D.
Commissioner
New York State Department of Health
Corning Tower Building
Empire State Plaza
Albany, New York 12237

Dear Commissioner Zucker:

I am writing to express my support for Butler Evergreen's application to become a Registered Organization under New York's Medical Marijuana Program and to operate a growing and processing facility in Wolcott, New York. Furthermore, I fully support their intention to establish a dispensary in my district in Henrietta. This dispensary will provide critical access to innovative therapies to the citizens in my community and Western New York.

Butler Evergreen, led by Scott Marshall of family-owned Marshall Farms Group, has business expertise that spans agriculture, biosecurity, physical security, food processing, and distribution, all serving the biomedical and food manufacturing industries. The Marshall family are well-respected and trusted employers in the Greater Rochester area. Butler Evergreen has built an impressive team of experts in the fields of indoor agriculture, medical cannabis processing, secure dispensing, and medical research. I am encouraged by Butler Evergreen's plans to exceed the security protocol established by New York State, and to operate in strict compliance with all other applicable regulations, ordinances and laws.

Based on all the above referenced factors, I want to reiterate my support for Butler Evergreen's application to operate a New York State registered medical marijuana manufacturing facility in Wolcott and a dispensary in Henrietta, New York. I hope that you will give Butler Evergreen's application every consideration during your evaluation of the application.

Sincerely,

Harry B. Bronson
Member of Assembly

Mark B. Taubman, MD
CEO, University of Rochester Medical Center and UR Medicine
Dean, School of Medicine and Dentistry
Senior Vice President for Health Sciences



MEDICINE of THE HIGHEST ORDER

May 29, 2015

Dr. Howard Zucker
Commissioner
New York State Department of Health
Corning Tower
Empire State Plaza
Albany, New York 12237

Dear Commissioner Zucker:

The University of Rochester Medical Center (URMC) supports Butler Evergreen's application to receive one of the five licenses to cultivate and dispense medical marijuana in New York State.

With the passage of the Compassionate Care Act, we believe New York is well-positioned to be at the forefront of medical marijuana research and patient care. In order to achieve that goal, we believe it is critical that clinical research and policy analysis be a primary focus of this program.

At URMC, we have been familiar with Butler Evergreen, led by Scott Marshall and the Marshall family, for many years thanks to the time and support they've given to the medical center and our mission to improve the well-being of patients and communities. Stemming from that commitment, we believe that a group such as this could provide a significant service to our region. The Marshall family have been trusted employers in our region and experienced practitioners serving the medical research industry.

We are also encouraged that Butler Evergreen is already working with one of our researchers in the field of cancer control, Dr. Luke Peppone, who is actively engaged in conducting clinical research on the benefits of medical marijuana-based medicines. As an academic research institution, we look forward to the new opportunities for improved treatment and therapy that New York's medical marijuana program may offer, along with collaborative efforts on research to advance the understanding of medical marijuana. Working closely with top researchers from the onset will help meet that goal.

Thank you for your consideration of Butler Evergreen's candidacy and licensure in this important program.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark B. Taubman". The signature is fluid and cursive, with a long vertical line extending downwards from the end of the signature.

Mark B. Taubman, M.D.

Matthew Cole
Commodity Resource Corporation
PO Box 576
Lakeville, NY 14480

May 29, 2015

New York State Department of Health
Bureau of Narcotic Enforcement
Medical Marijuana Program
150 Broadway
Albany, NY 12204

To Whom It May Concern:

I am writing to express my support for Butler Evergreen's plan to operate a secure medical marijuana growing and processing facility in Wolcott, New York.

I have great respect for Scott Marshall, the Marshall family, and for the businesses they currently operate in Wayne County. They have always demonstrated a strong commitment to their community. Their plan for a patient-centered biopharmaceutical company to be headquartered in the village of Wolcott is welcome news for our region.

The Marshall family's business expertise spans agriculture, biosecurity, physical security, food processing, and distribution, all serving the biomedical and food manufacturing industries. They are well-respected and trusted employers in the Greater Rochester community. Butler Evergreen also has built an impressive team made up of experts in the fields of indoor agriculture, medical cannabis processing, secure dispensing, and medical research.

Butler Evergreen plans to invest \$10 million in the local community, creating approximately 100 new good-paying jobs and bringing life back to the former Electromark manufacturing facility and new opportunity to those that recently lost their jobs in Wayne County.

I am also encouraged by Butler Evergreen's plans to exceed the security protocol established by New York State, and to operate in strict compliance with all other applicable regulations, ordinances and laws.

Based on all these factors, I want to reiterate my support for Butler Evergreen's application to operate a Registered Medical Marijuana facility in Wolcott. I hope that you will consider this endorsement during your evaluation of the application.

Sincerely,

A handwritten signature in black ink, appearing to read 'M. Cole', is written over the printed name 'Matthew Cole'.

Matthew Cole



May 29, 2015

New York State Department of Health
Bureau of Narcotic Enforcement
Medical Marijuana Program
150 Broadway
Albany, NY 12204

To Whom It May Concern:

This letter indicates my wholehearted support for Butler Evergreen and their application to become one of the five registered organizations under the Compassionate Care Act within New York State. Butler Evergreen is a new biopharmaceutical company located in Wayne County and led by Scott Marshall and the Marshall Family. The Marshall Family and their businesses have a long history in Central and Western New York, dating back to 1939, when they opened Marshall Farms in North Rose, New York. Today, the Marshall Family and Marshall Farms continue to employ hundreds of New Yorkers and provide numerous services and products that help advance medical research and care. When I first met Scott, I inquired why he wanted to become a licensed grower of medical marijuana in NY. He stated that he and his family felt they were best positioned, based on their current business, to grow and supply New Yorkers with the highest quality medical marijuana. As I have worked with him on this application over the past few months, I can attest that Butler Evergreen has the scientific knowledge, practical skills, knowledge staff, and dedicated leadership to produce the best medical marijuana products for the state of New York.

My role for Butler Evergreen will be two-fold: the first is to collaborate on research examining the efficacy and determining the optimal treatment regimens for medical cannabis, while the second is to serve as a consultant and Chair of the Medical Advisory Board. Butler Evergreen sees both of these roles as vitally important to their mission.

When I discuss medical marijuana research with my colleagues, many of them are extremely surprised as to how little quality research, such as double-blind clinical trials, has been performed. As an Assistant Professor at the University of Rochester, my work focuses on the symptoms, side effects, and toxicities from cancer and its treatment. My colleagues and I conduct clinical trials in cancer patients that test different interventions to alleviate these symptoms, side effects and toxicities while increasing the quality of life for our participants and patients. I, along with my colleagues, have conducted numerous clinical trials involving natural and botanical products such as vitamin D, fish oil, and guarana (a botanical agent from Brazil). I believe my experience in conducting this type of research makes me uniquely suited to conduct medical marijuana research in cancer patients.

As I previously mentioned, research examining the benefits of medical marijuana is extremely lacking. High quality clinical trials are desperately needed to answer the question of what conditions does medical marijuana work for and how well does it work. In addition, we urgently need medical research that examines the optimal dosing and routes of administration to best treat each condition. We believe

our group can help contribute to answering some of these questions. Currently, Dr. Gary Morrow (my mentor) and I are developing two separate clinical trials of medical cannabis for cancer patients. These trials will be conducted at the University of Rochester and will hopefully benefit patients living in New York State. Butler Evergreen will use new and emerging research to guide their best practices for their patients to best serve them.

In my second role for Butler Evergreen, I will serve as a consultant and Chair of the Medical Advisory Board. The Medical Advisory Board will consist of leading clinicians that treat patients who will be eligible to receive medical marijuana under the Compassionate Care Act. As chair, I will work with these clinicians to determine the most troublesome and prevalent issues facing these particular patients. This will provide Butler Evergreen with a comprehensive list of conditions and symptoms that their patients will have. Using existing research and data, we will determine which of our brands will best treat their conditions and symptoms. Both Butler Evergreen and I believe that this personalized, targeted approach will best serve our patients and help them maintain their quality of life as they deal with a serious illness.

As a clinical researcher studying the effects of medical cannabis, I have had the good fortune of meeting a number of medical marijuana producers and observing their operations. Based on my observations, I strongly believe that Butler Evergreen will produce medical cannabis products that exceed the quality and standardization of many of the existing companies. Butler Evergreen remains extremely supportive of research efforts to determine both the efficacy and optimal treatment regimens for medical cannabis patients. In addition, Butler Evergreen's patient-centric approach is one of the best I have come across to date. Butler Evergreen's Medical Advisory Board will help identify and treat the most troublesome disease symptoms for all patients. Based on this, I give my highest level of support to Butler Evergreen in obtaining a medical marijuana license under the Compassionate Care Act, as I strongly believe they will be a tremendous asset to the patients and residents of New York.

Sincerely,



Luke J. Peppone

Assistant Professor of Surgery

Cancer Control

University of Rochester Medical Center



**WOLCOTT
RED CREEK**

CHAMBER OF COMMERCE

"Our mission is to promote, enhance & support the business, civic, cultural, educational & spiritual interests & activities of the Wolcott-Red Creek communities."

May 28, 2015

New York State Department of Health
Bureau of Narcotic Enforcement
Medical Marijuana Program
150 Broadway
Albany, NY 12204

To Whom It May Concern:

As President of the Wolcott-Red Creek area Chamber of Commerce, I am writing to express our support of Butler Evergreen's application to open and operate a licensed growing and processing facility in Wolcott, New York under New York's Medical Marijuana Program.

Butler Evergreen is planning to invest \$10 million in the local community, create approximately 100 good-paying jobs and bring the former Electromark facility back to life.

These new opportunities are critical to this area, especially to the people here who have lost their jobs over the last couple of years; including Electromark moving its jobs to Mexico, the closure of Butler Correctional Facility, and now the loss of another 60 jobs with the upcoming Heluva Good Cheese closure.

The Butler Evergreen initiative would be a more than welcome addition to this area's economy.

As one of the largest and most respected employers in Wayne County, Scott Marshall and his family, have demonstrated their deep commitment to our community time and time again. Not only does the Marshall Family provide good-paying jobs to the people who live here, they give back to the area through their Foundation and other charitable efforts.

Given the Marshall family's long history of being good neighbors and employers, we have no doubt that they will continue to help improve the Wolcott-Red Creek area and Wayne County through Butler Evergreen.

Again, the Wolcott-Red Creek area Chamber of Commerce is fully supportive of Butler Evergreen being licensed to operate a Registered Medical Marijuana facility in Wolcott, NY.

Sincerely,

Mike Bettis
President



ABSOLUTE PRECISION, LLC

Exceptional CNC Machining

May 21, 2015

New York State Department of Health
Bureau of Narcotic Enforcement
Medical Marijuana Program
150 Broadway
Albany, NY 12204

To Whom It May Concern:

As a local business owner - Absolute Precision, LLC, the Vice President of Wolcott-Red Creek area Chamber of Commerce and board member of the Wayne County Business Council, I am writing to express my strong support for Butler Evergreen's plan to apply for a license to operate a marijuana growing and processing facility in Wolcott, New York, and become a Registered Organization under New York's Medical Marijuana Program.

When I first heard of Butler Evergreen's plan I couldn't have been more pleased. Scott Marshall and the Marshall family's reputation speaks for itself. They are not only well-respected employers in Wayne County and the Rochester area, with expertise serving the biomedical and food manufacturing industries, they are good neighbors who care deeply about the community and the people who live here.

Their plan for a patient-centered biopharmaceutical company headquartered in the village of Wolcott is welcome news for our area, especially with word that we are losing another 60 jobs with Heluva Good! Cheese closing its doors. This is already on top of other job losses, including last year's closure of Butler Correctional Facility.

Butler Evergreen plans to invest \$10 million in the local community, create approximately 100 new good-paying jobs and bring the already purchased former Electromark manufacturing facility back to life. We have people who live here ready to fill those positions.

I also am fully confident that Butler Evergreen will meet and exceed the regulations established by New York State to produce and dispense medicinal marijuana. And with the team of experts they've brought on board, that they will provide the best medicine available to people in need.

Our community's relationship with Scott Marshall and the Marshall family runs deep. I know he and his team at Butler Evergreen will continue that commitment to this community, and that they will bring caring, compassion and expertise to the patients they, hopefully, will get to serve.

Again, I fully support Butler Evergreen's application to operate a medical marijuana facility in Wolcott and ask that you grant them the license to do so.

Sincerely,


Jeannie Brockmyre
Owner

“Pride In Precision”



Wolcott Lodge No. 1763

BENEVOLENT AND PROTECTIVE ORDER OF ELKS

6161 W. Port Bay Rd.

P.O. Box 128

Wolcott, NY 14590

Phone: (315) 594-1763

May 20, 2015

New York State Department of Health
Bureau of Narcotic Enforcement
Medical Marijuana Program
150 Broadway
Albany, NY 12204

To Whom It May Concern:

We are writing to express our firm support for Butler Evergreen's effort to become a Registered Organization under New York's Medical Marijuana Program, and its plans to operate a medicinal marijuana facility in Wolcott, New York.

Our Lodge is located directly across the street from the facility that Butler Evergreen's wants to use for growing and processing. This facility, formerly Electromark, had long been used as a manufacturing facility and had employed many people over the years until it closed last year and the jobs were moved to Mexico. Their plan for a patient-centered biopharmaceutical company to be headquartered here in Wolcott is welcome news for the community, especially in light of the recent announcement that we are losing another nearly 60 jobs due to Heluva Good Cheese closing its doors in Wayne County too.

The Wolcott Elks Lodge's membership is made of over 400 community members. Our mission statement is: To inculcate the principles of Charity, Justice, Brotherly Love and Fidelity; to recognize a belief in God; to promote the welfare and enhance the happiness of its Members; to quicken the spirit of American patriotism; to cultivate good fellowship; to perpetuate itself as a fraternal organization, and to provide for its government, the Benevolent and Protective Order of Elks of the United States of America will serve the people and communities through benevolent programs, demonstrating that Elks Care and Elks Share.

We know these are values shared by Scott Marshall and the Marshall family, values that will be carried over in helping the patients they will produce these medicines for as well. We have great respect for the businesses they currently operate in Wayne County and for their commitment to our community. In fact, many of our members are employed by the Marshall Family.

We also have no doubt that Butler Evergreen will meet and exceed security regulations established by New York State in operating this facility, and have no issues whatsoever with our lodge being in such close proximity. They have the experience and know-how for operations that require the utmost in safety and security.

Again, we fully support Scott Marshall, and the Marshall family's effort to apply for a license to operate a Registered Medical Marijuana facility in Wolcott. We hope that they are successful in this endeavor.



Wolcott Lodge No. 1763

BENEVOLENT AND PROTECTIVE ORDER OF ELKS

6161 W. Port Bay Rd.

P.O. Box 128

Wolcott, NY 14590

Phone: (315) 594-1763

Sincerely;

Kevin Granger, Lodge Secretary

Roy Cole, Exalted Ruler

Greg VanDeusen, Trustee Chairman

GALENS, INC.

17 SODUS STREET
CLYDE, NEW YORK 14433

June 1, 2015

Robert Montemorano, RPh. 31850 - NY
Supervising Pharmacist - Galens Health Mart Pharmacy – Galens, Inc.
17 Sodus Street
Clyde, New York 14433

New York State Department of Health
Bureau of Narcotic Enforcement - Medical Marijuana Program
150 Broadway
Albany, New York 12204

To Whom It May Concern:

It is my great pleasure to support the application of Butler Evergreen by the Marshall family of Wolcott, New York to become a registered organization under the New York State Medical Marijuana Program.

As a life-long resident and independent community pharmacist practicing for 35 years in nearby Clyde, New York, I am very familiar with Scott Marshall, his family, and the businesses they operate in Wayne County. Not only are the Marshall family businesses highly regarded and respected as employers, they are deeply involved in both charitable and service organizations within the community.

Many of my patients are employed by the Marshall companies and the love, loyalty, pride and respect they demonstrate for their work and their employer will certainly carry over to Butler Evergreen.

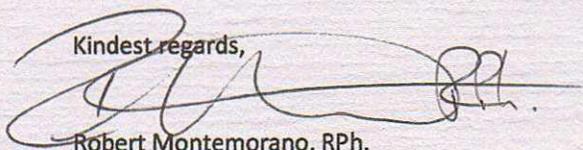
Butler Evergreen's planned \$10 million investment, revitalization of the idle Electromark facility, and plans for the creation of approximately 100 new jobs represent great potential economic benefits for Eastern Wayne County. Our school districts rank among the most financially needy in New York State and a new biopharmaceutical company headquartered in the Village of Wolcott would indeed be welcome news.

The Marshall companies' expertise and attention to detail in the areas of physical and biomedical security are trusted and admired, and they consistently go above and beyond in these important areas. Based on their extraordinary track record, Butler Evergreen is ideally suited to securely and efficiently operate Medical Marijuana growing, processing, and dispensing facilities.

As a medical provider, I am extremely confident that as a registered organization under New York's Medical Marijuana Program, Butler Evergreen will also excel in providing high quality products and outstanding dispensing services for patients in New York, including my own.

I cannot overstate my enthusiasm in support of the Marshall family's application and respectfully request your full consideration of their outstanding record of success in the biomedical field along with their outstanding corporate citizenship and caring stewardship within our communities.

Kindest regards,



Robert Montemorano, RPh.

315-923-2651