



EXECUTIVE SUMMARY

INTRODUCTION

Compassionate Care WNY, LLC (“C-Care”) is a newly formed New York limited liability company that has been organized for the sole purpose of being one of the five licensees sanctioned by New York State to manufacture and dispense medical marijuana under the newly enacted Compassionate Care Act.

As fully detailed in the annexed Application, C-Care has leased a 37,000 square foot vacant manufacturing facility in Western New York (Orchard Park, New York) and will, when sanctioned, have the ability to securely manufacture high quality medical marijuana in accordance with New York State’s regulatory scheme, and in quantities necessary to fulfill patient demand at all of its dispensaries. The facility in question has been owned by a related entity of C-Care for some time.

C-Care also has signed leases and a purchase agreement for four dispensary locations across New York, with one location in Orchard Park, one location in Auburn, one location in Albany, and one location in White Plains. Each location has been chosen and designed with the needs of the patients in mind so that certified patients will be able to confidentially and securely meet with an on-site pharmacist specialist to discuss their needs and to purchase medical marijuana in accordance with their practitioner issued certification. Each location has also been chosen based on geographical and population distribution to make it as convenient as possible for patients to reach while still maintaining security.

C-Care is excited to bring state-of-the art manufacturing facilities and dispensaries to New York to help give access to the proven healing properties that only medical marijuana can provide.

HALLMARKS OF C-CARE'S BUSINESS PLAN

1. Patient Centric Focus. The foundation of C-Care's business philosophy is confidential patient care. In consultation with health care professionals, architectural and engineering professionals and security professionals, the dispensaries have been designed from the ground up to be easily accessible, inviting, secure and confidential facilities with the needs of the patient as the central focus. C-Care is acutely aware of the sensitive nature of patient confidentiality and security, along with the need to provide an inviting environment where they can meet with a pharmacist who can discretely advise them on how to handle and treat their medical conditions with medical marijuana. The layout and design of each dispensary has been generated with that focus in mind.
2. Security. C-Care has sought out a decorated former police officer as a security professional to assist in the design and protection of the manufacturing and dispensing facilities to assure that employees, vendors, patients, and the general public will be protected at all times. As detailed in the Application, great thought has been given on how best to make C-Care's facilities secure and impervious to threats from the inside of the buildings to the outside of the buildings, while making the facilities attractive and inviting places to work in, as well as engaging places for patients to visit. C-Care believes it has found the right balance between making its facilities secure and comfortable for employees and patients.
3. Experience. C-Care has sought out some of the top professionals in the medical marijuana, medical, security, manufacturing, growing and development disciplines to, when sanctioned, contribute to a world class organization with the goal of successfully meeting New York's requirements and providing high quality medical marijuana for its customers. As more fully set forth in the attached team member biographies, C-Care's team of experienced developers, businessmen, medical professionals, architectural and

engineering specialists, growers, security experts and legal experts, each bring critical areas of expertise needed to develop and manage the complexities associated with the highly regulated medical marijuana manufacturing and distribution business. A proven business approach is critical to making New York's newly formed medical marijuana business a success. The worst outcome for New York would be to select a potential business only to have it fail. C-Care's depth of experience eliminates the potential for failure and ensures its success.

4. Economic Resources. The primary reason most new businesses fail is due to a lack of capital and the necessary financial resources to survive the initial development and start-up of the business. The financial outlay necessary to start a new manufacturing facility as well as four independent, standalone dispensaries is a challenge that will necessitate very significant financial resources. The principal architect behind C-Care's business, Gerald A. Buchheit, Jr., is a well-known and respected [REDACTED]. As detailed more fully in his attached biography, Mr. Buchheit has [REDACTED]. [REDACTED] Mr. Buchheit's development experience, together with the financial resources he has the ability to bring to the project, will significantly enhance C-Care's ability to develop and become a premier medical marijuana business in New York. In addition, all of Mr. Buchheit's [REDACTED]. [REDACTED] Mr. Buchheit's [REDACTED] should be a significant factor in selecting C-Care as one of the initial five licensees to start New York's entry into the medical marijuana field.

5. Resources at the Ready. C-Care has already entered into leases with affiliated entities or a purchase agreement for the manufacturing facility and the four required dispensaries. It has also pre-designed its manufacturing facility based on an existing building. The four dispensaries have also had design plans prepared from them. In addition, as part of its due diligence process, C-Care has researched the equipment it will need for both the manufacturing facility as well as the dispensaries and has located vendors and suppliers for the equipment. C-Care is confident that it will have its facilities up and running, with the requisite supplies of medical marijuana, before the deadlines prescribed.

6. Strong Local Public Support. C-Care received an unconditional letter of support from the Chairman of the Erie County Legislature, Hon. John J. Mills, together with a Resolution from the Erie County Legislature supporting the Compassionate Care Act medical marijuana program, and urging that one of the licensees be from Erie County (see attached). Although there may be other applicants from Erie County, we respectfully submit that none will have the combination of financial, development, and business experience that C-Care brings to the table. In addition, we believe that we have the greatest amount of resources available to commence manufacturing and dispensing in the time-table required by New York. Mr. Mills personally knows Mr. Buchheit, his outstanding reputation in the community, and his many years of creating successful major businesses in Erie County. It goes without saying that Mr. Mills would not have put his reputation on the line by giving his unqualified endorsement of Mr. Buchheit unless he strongly believes in him. We respectfully submit that New York should as well. Mr. Buchheit and his efforts to bring a medical marijuana enterprise to Erie County has also received a strong endorsement from the Vice President of the Woman and Children's Hospital of Buffalo Foundation, Elsie Dawe (see attached). Ms. Dawe has known Mr. Buchheit since 2002 due to his charitable work with the hospital. As a result of his commitment and background, he was selected to be

one of the Board Members who oversee a seven figure fiduciary fund. His selection to the Board speaks volumes about his character and integrity, as well to how he unselfishly he gives back to the community and those less fortunate.

7. Personal Passion to Eliminate Suffering. Mr. Buchheit's interest in starting a medical marijuana enterprise goes well beyond the business aspects. As touched on in Ms. Dawe's letter, he has for years given his time, money and other resources to try to relieve the suffering of critically ill children and others. As he investigated the benefits of medical marijuana, he was touched by the many stories he heard from parents with critically sick children and the almost miracle qualities medical marijuana had in relieving their suffering. One [REDACTED] story, Daniel Ryszka, a Pharmacist and a person Mr. Buchheit has gotten to know well while researching the medical marijuana field, [REDACTED]
[REDACTED]
- He has written a letter of support for C-Care's application (see attached). In Mr. Buchheit's discussions with Mr. Ryszka, Mr. Ryszka is convinced after extensive study that medical marijuana will materially help [REDACTED] [REDACTED]
[REDACTED] Should C-Care be granted a license, Mr. Ryszka will be one of the professionals that will help drive its success. Aside from the business aspects of operating a medical marijuana enterprise, Mr. Buchheit is convinced that such a business can help relieve the suffering of [REDACTED]
[REDACTED] [REDACTED] with the same and other types of debilitating illnesses and wants to bring a world class, state-of-the-art business to Erie County and New York.

CONCLUSION

C-Care has the will, the passion, the financial wherewithal and the necessary fundamentals to quickly commence operations and be in a position to manufacture and dispense medical marijuana under the aggressive time frames

required by New York, as well as in conformity with the Compassionate Compare Act and its regulatory scheme. Based on the proven track record of its Principal in starting large scale projects, developing them successfully, and then running them profitably for decades, much of the guess work has been eliminated on whether C-Care would have the resources, knowledge and expertise to successfully operate one of the five sanctioned businesses to be awarded. It will be a patient centric, security focused, professional organization that will be a credit to New York. We strongly urge you to select C-Care to be one of the five licensees.

Respectfully submitted,

Compassionate Care WNY, LLC

Team Member Biographies

Gerald A. Buchheit, Jr.
General Manager
Compassionate Care WNY, LLC

GERALD A. BUCHHEIT, JR. is a successful developer and owner of multiple large-scale projects in Western New York. Through his affiliated entities, he has developed the [REDACTED]
Redacted pursuant to N.Y. Public Officers Law, Art. 6

Among Mr. Buchheit's many esteemed accomplishments, he is a former Board Member for the Make-a-Wish Foundation and has been an active member of the Board of Directors of Women and Children's Hospital of Buffalo Foundation since March 2010. Mr. Buchheit was also admitted to the White Coat Society of Benefactors for Women and Children's Hospital in 2012. Additionally, Mr. Buchheit has donated his time, services and use of personal aircraft to transport children with life-threatening conditions to St. Jude's for critical medical treatment (see attached).

Mr. Buchheit has been a longtime Erie County Sheriff Reserve Member in New York State and even received a Letter of Recognition from Sheriff Patrick Gallivan for his efforts in [REDACTED]

Mr. Buchheit received a Ribbon from the 9/11 Commission for work he performed during the emergency in NYC on September 11, 2001. He received this Ribbon for his role in assisting with the transportation of forensic officers when all other commercial flights were grounded (see attached). Also, Mr. Buchheit received the Army Commendation Medal from Governor Hugh

Carey for personal leadership and technical proficiency displayed during the Blizzard of 1977 as member of the National Guard. Mr. Buchheit received the 2001 E. James Graczyk Reserve Division Award in recognition of his dedication and support of the Sheriff's Aviation Division (see attached). Mr. Buchheit received a certificate from the Erie County Sheriff Department for his role in detection of illegal cannabis conducted throughout Western New York.

Finally, Mr. Buchheit has significant personal resources owned above and beyond what is included in the financial statement for C-Care, which assets and resources allow him to further grow this operation as necessary.

Gary E. Blum
Chief Financial Officer
Compassionate Care WNY, LLC

GARY BLUM, is the Chief Financial Officer at Compassionate Care WNY, LLC. [REDACTED]
Redacted pursuant to N.Y. Public Officers Law, Art. 6

Mr. Blum earned his Bachelor's of Science Degree in Accounting from Canisius College in Buffalo, New York. Mr. Blum has served on various Boards in the Western New York area including Canisius High School, Sacred Heart Academy, Nardin Academy, Peace Bridge Authority, Boys and Girls Club of Buffalo, Buffalo Hospice and the Rotary Club of Buffalo. Mr. Blum and his [REDACTED].

Amanda M. Buchheit
Assistant General Manager
Compassionate Care WNY, LLC

Amanda Buchheit is the Assistant General Manager of Compassionate Care WNY, LLC. [REDACTED]
 Redacted pursuant to N.Y. Public Officers Law, Art. 6

Ms. Buchheit, graduated from Miami University in 2012 with a Bachelor's Degree in Communications and a thematic sequence in Business Management.

Ms. Buchheit also contributes [REDACTED]
 [REDACTED] Ms. Buchheit works closely with the Foundation at Kaleida Health, and Mr. Buchheit to host an annual charity event to raise funds for the new Women and Children's Hospital of Buffalo. Ms. Buchheit's education, business management experience, and her philanthropic work make her an excellent candidate to assist with Managing Compassionate Care of WNY, LLC, and to build the foundation for a successful medical marijuana business.

Robert G. Walsh, Esq.
Lead Corporate Counsel

ROBERT G. WALSH, has more than 30 years' experience in corporate law and big box commercial real estate development. [REDACTED]
 Redacted pursuant to N.Y. Public Officers Law, Art. 6

In addition to his extensive corporate and real estate experience, [REDACTED]
 [REDACTED]

Mr. Walsh also has extensive criminal, commercial and regulatory litigation experience. Out of law school, he began the litigation aspects of his career [REDACTED]

[REDACTED] From there, he has parlayed that experience into all aspects of [REDACTED]

commercial and regulatory litigation in state and federal court. He currently handles the defense of Occupational Safety and Health Administration (OSHA) cases on a national level.

Mr. Walsh graduated from the State University of New York College at Fredonia, with a B.A., in English and Political Science. He received his law degree from Pace University, School of Law.

Edward A. Betz, Esq.
Attorney at Law

EDWARD BETZ is a [REDACTED] [REDACTED] [REDACTED]

[REDACTED] Mr. Betz served as General Counsel to the Erie County Water Authority, a \$64 million public utility headquartered in Buffalo, New York. Mr. Betz has also served as Associate Counsel to the Erie County Water Authority and as an Assistant Corporation Counsel to the City of Buffalo.

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

Mr. Betz graduated from the State University of New York College at Potsdam, with a B.A., *cum laude*, having majored in English Literature, History and Philosophy. While at Potsdam, Mr. Betz was President of the Student Government Association and President of the Honors Student Association. Mr. Betz graduated from the State University of New York at Buffalo School of Law. He is admitted to the New York State Bar, and is a member of the Erie County Bar Association, the New York State Bar Association and the Niagara Frontier Corporate Counsel Association. He and his wife and daughter live in Buffalo's Elmwood Village.

Kevin Caffery
Chief of Security
Compassionate Care WNY, LLC

KEVIN CAFFERY recently retired from the Erie County Sheriff's Office in Buffalo, New York after more than 46 years in the Law Enforcement Community. Mr. Caffery has had a vast range of experience while serving the citizens of our community. Over the course of his career, Mr. Caffery has worked as a member of Patrol, SWAT, Underwater Recovery Team, Detective

Bureau, Arson Investigator, Accident Investigation Unit, Narcotics and Intelligence Unit, Detective Unit and finally more than 28 years as the Captain and Chief Pilot of the Sheriff's Office Helicopter Search and Rescue Unit. During his time with the aviation unit, Mr. Caffery not only made countless lifesaving rescues, but he also conducted hundreds of surveillance and support missions for the FBI, DEA, and State and local Law Enforcement. Mr. Caffery is also Vice President of the Airborne Law Enforcement Association (ALEA), a group of over 4,000 Law Enforcement Aviators from around the world. Because of Mr. Caffery's experience, knowledge, and national reputation we are proud to have him as a member of our team and the head of our security.

Jonathon McGiveron
Manufacturing Facility Manager
Compassionate Care WNY, LLC

Jonathon McGiveron has been selected as the head cultivator and plant manager of Compassionate Care WNY, LLC. With more than five years' experience cultivating and manufacturing medical marijuana in ██████████ Mr. McGiveron has the knowledge needed to effectively operate this facility. McGiveron has a bachelor's degree from a highly accredited business school in Nevada, and has used his education to make innovative and effective decisions during his time cultivating in ██████████. His knowledge of the science underlying cannabis cultivation, coupled with his business management background, has given him a leg-up over others in the industry. Throughout his time growing medical marijuana, Jon has utilized Good Agricultural Practices (GAP) to grow high-quality and ecologically friendly products. Jon has shown success with multiple methods of growth in both soil and hydroponic media. With strategic organization and agricultural knowledge, he has been able to adapt to multiple growing environments with success.

As a caregiver, it has been important for Mr. McGiveron to provide the best possible medicine with the fewest impurities. Jon has used organic cultivation methods and has recycled whenever possible to reduce his grows' overall carbon footprint.

With experience in team management and leadership, Jon is confident that he will be able to not only run the manufacturing facility, but also effectively manage a team of growers with all levels of cultivation experience. Mr. McGiveron's goal will be to manage the best team of Medical Marijuana Growers in the country, while exceeding any expectations through a system of

training and cultivation techniques that will incorporate GAP and other energy efficient measures.

**Jeff Lombardo, PharmD, BCOP
Consultant**

DR. JEFFREY LOMBARDO holds a B.S. in Pharmacy from St. John's University and a Doctorate in Pharmacy from the State University of New York at Buffalo, where he currently holds a Research Assistant Professor title. Dr. Lombardo earned his Board Certification in the field of Oncology by the Board of Pharmacy Specialists in October 2012. [REDACTED]

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

[REDACTED]. During this time, Dr. Lombardo completed research and co-authored several articles on topics involving chemotherapy in the field of solid tumors. He has also exhibited his work at American Society of Clinical Oncology, American Society of Health System Pharmacists and Value Based Cancer Care Symposiums.

Dr. Lombardo's current research interests are focused on patient centered outcomes in the field of Oncology. [REDACTED]

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

**Christie J. Lorentz
Consultant and Parent Advocate**

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

Since 2006, Ms. Lorentz has had the opportunity to advance in the various fields of chemistry such as Physical, Organic, Compounding and Pharmaceuticals. Since 2006, Ms. Lorentz has worked in the Pharmaceutical industry gaining knowledge on the mechanism of action, safety profile, and drug benefits in many disease states including, ACE-Inhibitors, Beta Blockers, PPIs, Antidepressants, Muscarinic Antagonist, Selective Alpha-blocker for BPH, Anticholinergic for COPD, Pancreatic Enzymes, Guanylate Cyclase-C agonist, Mesalamines and L-Methylfolate. Ms. Lorentz has participated in research on Transmembrane protein mutation as well as the MTHFR gene mutation in humans. She has also contributed to research published in the American Journal of Chemistry. [REDACTED]

[REDACTED]

[REDACTED]

Ms. Lorentz received her Bachelor of Arts in Chemistry from the State University of New York, Buffalo and attended the Institute of Integrative Nutrition in 2015. [REDACTED]

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

Daniel Ryszka, RPh Consultant and Parent Advocate

DANIEL RYSZKA attained his B.S in Pharmacy from Massachusetts College of Pharmacy and Allied Health Sciences following years of study at the State University of New York at Buffalo in medicinal chemistry and biochemical pharmacology. Mr. Ryszka's current role is as [REDACTED]

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

During Mr. Ryszka's 16 years as a pharmacist he has collaborated with programs that have gained national recognition. In 2015, Mr. Ryszka has received the award for pharmacist preceptor of the year from D'Youville College of Pharmacy. He has been an evaluator for the New York State pharmacy board examination for several years. In July 2014 Mr. Ryszka participated in lobbyist activities in Washington, DC for the 340B federal program.

Mr. Ryszka has published a reference manual called, "Right Dose, Right Now! A Pediatric Emergency Medication Dosing Guide" and had this presented at The American Society of Health-System Pharmacists (ASHP) Midyear Convention. Three years of studying medical cannabis has led him to be a leader in this area and he has spoken in public at legislative hearings in Buffalo, NY and on television. Mr. Ryszka's motivation is attributed to his [REDACTED], friends and patients he has taken care of throughout his professional career. Mr. Ryszka's interests are to alleviate the suffering and improve the overall outcomes of patients.

Gerald A. Buchheit, Jr. Biography Attachments



THE WOMEN AND CHILDREN'S HOSPITAL of BUFFALO
Foundation

May 20, 2015

To Whom It May Concern:

I am the Vice President of the Women and Children's Hospital of Buffalo Foundation where Gerald A. Buchheit, Jr. has been an active member of the Board of Directors Children's Hospital of March, 2010. I have personally known him since 2002 and found him to be honest, with strong character traits, and committed to family, community and those in need. He was asked to be on the Board after many years of fund raising support. The Board members oversee the seven figure capital gifting of the Foundation directly to the Hospital and have fiduciary responsibility of all funds, including investments.

Mr. Buchheit is active in many of our fund raising events and contributes generously to the many critical projects the Foundation supports. He opens his home to over three hundred (300) supporters each year for one of our major fund raisers. His compassion for critically ill children has been evident to our physicians, nurses and patient families as he has made his plane and pilot(s) available to the Hospital to transport children to St. Jude's as a last chance for treatment and research protocols.

Whatever business or charitable venture Mr. Buchheit invests in, or is part of, is certain to be above reproach and a credit to the Western New York area.

Sincerely,

Elsie Dawe

PATRICK M. GALLIVAN
SHERIFF OF ERIE COUNTY



March 19, 2004

Reserve Deputy Gerald Buchheit
Erie County Sheriff's Aviation Division
6219 Old Lakeshore Road
Lakeview, New York 14085

Dear Reserve Deputy Buchheit:

On behalf of the Erie County Sheriff's Office, I would like to take this belated opportunity to thank you for your invaluable assistance rendered to the Erie County Sheriff's Office in [REDACTED] 2003 regarding the [REDACTED]

Your selfless and exemplary actions provided the timely response necessary to successfully apprehend the suspect, who was found [REDACTED], [REDACTED]. Your efforts are a testament to your consummate professionalism and dedication to the citizens whom you dutifully serve and bring tremendous credit to yourself and the Erie County Sheriff's Office. Keep up the good work!

Very truly yours,

A handwritten signature in cursive script, appearing to read "Patrick Gallivan".

PATRICK GALLIVAN
SHERIFF OF ERIE COUNTY

PG/Imp

cc: Captain Jack Bradigan
ECSO Aviation Reserve Division

9/11 Law Enforcement Sensitive

Draft

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

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

Draft



DEPARTMENT OF THE ARMY

THIS IS TO CERTIFY THAT THE SECRETARY OF THE ARMY HAS AWARDED

THE ARMY COMMENDATION MEDAL

TO SERGEANT GERALD A. BUCHHEIT, JR., NEW YORK ARMY NATIONAL GUARD

FOR Meritorious Service from 30 January 1977 to 9 February 1977



The Secretary of the Army has awarded the Army Commendation Medal to

SERGEANT GERALD A. BUCHHEIT
NEW YORK ARMY NATIONAL GUARD

for meritorious service.

Sergeant Gerald A. Buchheit distinguished himself by meritorious service during the period 30 January 1977 to 9 February 1977 while assigned to Company B, 152d Engineer Battalion which was engaged in operations of the Task Force designated to alleviate hardship resulting from the severe winter weather conditions in the Counties of Erie and Niagara. Considerable loss of life, suffering and damage to property was averted as a result of actions by that Task Force. Sergeant Buchheit's personal positive involvement, leadership and technical proficiency served as an inspiration to his subordinates and peers resulting in attainment of the positive goals desired. Sergeant Buchheit exemplifies the Noncommissioned Officer Corps and his professionalism and devotion to duty are highly commended. The outstanding manner in which he discharged his responsibilities bring great credit upon himself, the New York Army National Guard and the United States Army.



Letters of Recommendation



TOWN OF ORCHARD PARK

SUPERVISOR'S OFFICE

S 4295 South Buffalo Street Orchard Park, New York 14127-2609

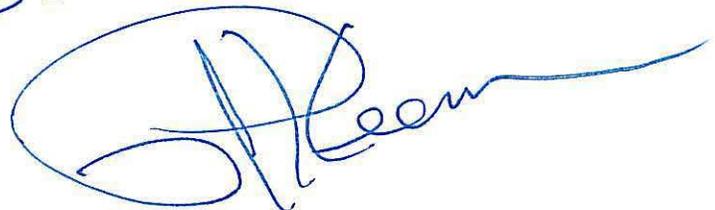
Phone: (716) 662-6400
 Fax: (716) 662-6479
 Email: supervisor.keem@orchardparkny.org

TOWN SUPERVISOR
 PATRICK J. KEEM

May 26, 2015

To whom it may concern:

I personally have no reservations
 in regards to a Medical Marijuana
 Factory being built in Orchard Park.

Best regards,


Visit the Town's website at www.orchardparkny.org



ERIE COUNTY LEGISLATURE

HON. JOHN J. MILLS
 CHAIRMAN OF THE LEGISLATURE
 11TH DISTRICT LEGISLATOR

May 28, 2015

Re: Compassionate Care of WNY, LLC

To Whom It May Concern:

I write this letter in support of Compassionate Care of WNY, LLC ("CCWNY") and its principal, Gerald A. Buchheit, Jr., establishing and operating a medical marijuana dispensary and cultivation center in Erie County, District 11.

I believe Erie County will be a critical area to locate one of Western New York's first dispensaries due to the fact that Buffalo is the second largest city in New York State, and should be given a high priority for access to medical marijuana.

Mr. Buchheit has been a member of the business community in Erie County for over 50 years and has [REDACTED]

[REDACTED] Every business that is affiliated with Mr. Buchheit has been an asset to the community and I know he will continue that trend with CCWNY and his expansion into the medical marijuana industry. I can personally attest to Mr. Buchheit's integrity, passion, and knowledge within the business community. I have no doubt that he will bring a top notch medical marijuana facility to Erie County, if chosen.

Mr. Buchheit and CCWNY have demonstrated their willingness to work cooperatively with Erie County towards balancing the needs of the company with the interests of our community. I am confident Mr. Buchheit and CCWNY have Erie County's best interests in mind. Erie County will continue to work closely with Mr. Buchheit and CCWNY to ensure that its location is at an appropriate distance from all schools and child-related facilities, has easy access for patients, and is best secured from crime-related activity.

Please highly consider Mr. Buchheit's and CCWNY's application for Erie County, District 11.

Sincerely,

John J. Mills
 Chairman of the Legislature of Erie County

LEGISLATIVE CHAMBERS • 92 FRANKLIN STREET • BUFFALO, N.Y. • 14202 • (716) 858-8850

ECLEG MAY11 '15 AM 9:26

**A RESOLUTION TO BE SUBMITTED BY
LEGISLATORS DIXON, LORIGO, RATH & HARDWICK**

Re: Support for a Medical Marijuana Dispensary in Erie County

WHEREAS, New York State has officially opened the application process for licensing of medical marijuana dispensaries within New York; and

WHEREAS, the Erie County Legislature has received multiple requests asking for the Legislature's support for a license to be granted within Erie County; and

WHEREAS, the County Legislature endorses the selection of an applicant from and the opening of a dispensary within the County of Erie; and

WHEREAS, the products sold by these organizations can be used to help fight nausea and pain in cancer patients, seizures in children suffering with epilepsy, and combat some of the symptoms in a variety of neurological disorders; and

WHEREAS, with the recent expansion of the City of Buffalo's Medical Corridor and Erie County being one of the largest counties outside of New York City there are few places better suited to being home to one of the state licenses.

NOW, THEREFORE, BE IT

RESOLVED, that this honorable body encourages the State of New York award at least one of the five medical marijuana licenses to a company based in the County of Erie; and, be it further

RESOLVED, that certified copies of this resolution be sent to the Western New York Delegation to the New York State Legislature, Governor Cuomo's Office, County Executive Poloncarz's Office, and all parties deemed necessary and proper.

Fiscal Impact: Positive



THE WOMEN AND CHILDREN'S HOSPITAL of BUFFALO
Foundation

May 20, 2015

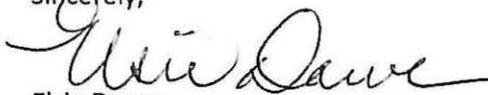
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Mr. Buchheit is active in many of our fund raising events and contributes generously to the many critical projects the Foundation supports. He opens his home to over three hundred (300) supporters each year for one of our major fund raisers. His compassion for critically ill children has been evident to our physicians ,nurses and patient families as he has made his plane and pilot(s) available to the Hospital to transport children to St. Jude's as a last chance for treatment and research protocols.

Whatever business or charitable venture Mr. Buchheit invests in, or is part of, is certain to be above reproach and a credit to the Western New York area.

Sincerely,



Elsie Dawe

May 26, 2015
 New York State Department of Health
 Bureau of Narcotic Enforcement
 Medical Marijuana Program
 150 Broadway
 Albany, NY 12204

To whom it may concern,

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

I am a New York State licensed and registered pharmacist and a hospital pharmacy director. I have spent years studying all aspects of pharmaceutical agents including pharmacology, therapeutics and medicinal chemistry to earn the distinction to be called a pharmacist. Over the past 3 years I have studied and learned about medical cannabis. I approached my studies to that similar to pharmacy school. I wish to understand how and why cannabis works. There is little information available in the United States, but a wealth of information internationally. I understand the endocannabinoid system, pharmacology, pharmacokinetics, drug interactions and metabolic pathways for the cannabinoids. My goal is to help others so that no person has to suffer.

I have taken the pharmacist oath that states:

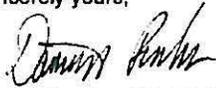
"I promise to devote myself to a lifetime of service to others through the profession of pharmacy. In fulfilling this vow:

- I will consider the welfare of humanity and relief of suffering my primary concerns.
- I will apply my knowledge, experience, and skills to the best of my ability to assure optimal outcomes for my patients.
- I will respect and protect all personal and health information entrusted to me.
- I will accept the lifelong obligation to improve my professional knowledge and competence.
- I will hold myself and my colleagues to the highest principles of our profession's moral, ethical and legal conduct.
- I will embrace and advocate changes that improve patient care.
- I will utilize my knowledge, skills, experiences, and values to prepare the next generation of pharmacists.

I take these vows voluntarily with the full realization of the responsibility with which I am entrusted by the public."

With this being said, I have been approached by several companies to support their organization. Many do not have the right intentions for my personal standards and those patients in New York State. I am writing to you to endorse Compassionate Care Of Western New York. Looking at the oath I have taken, this organization meets the criteria well deserving of those patients in New York State. By providing a safe and effective product, Compassionate Care of Western New York will help change the lives of thousands of New York State residents. Please consider this company and grant them a license to become one of the 5 registered organizations for medical cannabis.

Sincerely yours,



Daniel Ryszka RPh, BS Pharmacy 1999



Department of Health

Medical Marijuana Program Application for Registration as a Registered Organization

Section A: Business Entity Information		
1. Business Name: Compassionate Care WNY, LLC		
2. Organization Type (choose one): <input checked="" type="checkbox"/> For-profit <input type="checkbox"/> Non-profit	3. Business Type (choose one): <input type="checkbox"/> Corporation <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Other:	
		<input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> General Partnership
4. Phone: 716-951-5880	5. Fax: 716-826-2085	6. Email: Amanda@ccwnylc.com
7. Business Address: 3275 North Benzing Road		
8. City: Orchard Park	9. State: New York	10. ZIP Code: 14127
11. Mailing Address (if different than Business Address):		
12. City:	13. State:	14. ZIP Code:
Section B: Primary Contact Information		
15. Name: CCWNY, LLC BY Gerald A. Buchheit, Jr., GM		16. Title: Manager
17. Phone: 716-951-5880	18. Fax: 716-826-2085	19. Email: Amanda@ccwnylc.com
20. Mailing Address: 3275 North Benzing Road		
21. City: Orchard Park	22. State: New York	23. ZIP Code: 14127
Section C: Proposed Manufacturing Facility Information		
24. Proposed Facility Name: Compassionate Care WNY Manufacturing Facility		
25. Proposed Facility Address: 3345 North Benzing Road		
26. City: Orchard Park	27. State: NY	28. ZIP Code: 14127
29. County: Erie	30. 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.	
31. Proposed Hours of Operation:		
Monday:	9:00am to 5:00pm	Friday: 9:00am to 5:00pm
Tuesday:	9:00am to 5:00pm	Saturday: CLOSED to CLOSED
Wednesday:	9:00am to 5:00pm	Sunday: CLOSED to CLOSED
Thursday:	9:00am to 5:00pm	
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).		



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32. Proposed Facility Name: NA		
33. Proposed Facility Address: NA		
34. City: NA	35. State: NY	36. ZIP Code: NA
37. County: NA	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: NA to Friday: to Tuesday: to Saturday: to Wednesday: to Sunday: to Thursday: to		
Section D: Proposed Dispensing Facility #1 Information		
40. Proposed Facility Name: Orchard Park Dispensing Facility		
41. Proposed Facility Address: 3392 N Benzing Road (Corner of N Benzing Road and Amanda Lane)		
42. City: Orchard Park	43. State: NY	44. ZIP Code: 14127
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: 9:00am to 7:00pm Friday: 9:00am to 7:00pm Tuesday: 9:00am to 7:00pm Saturday: 9:00am to 1:00pm Wednesday: 9:00am to 7:00pm Sunday: CLOSED to CLOSED Thursday: 9:00am to 7:00pm		
Section E: Proposed Dispensing Facility #2 Information		
48. Proposed Facility Name: Auburn Dispensing Facility		
49. Proposed Facility Address: 63 Genesee Street		
50. City: Auburn	51. State: NY	52. ZIP Code: 13021
53. County: Cayuga County	54. Property Status (choose one): <input checked="" 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.	



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55. Proposed Hours of Operation:		
Monday:	9:00am to 7:00pm	Friday: 9:00am to 7:00pm
Tuesday:	9:00am to 7:00pm	Saturday: 9:00am to 1:00pm
Wednesday:	9:00am to 7:00pm	Sunday: CLOSED to CLOSED
Thursday:	9:00am to 7:00pm	
Section F: Proposed Dispensing Facility #3 Information		
56. Proposed Facility Name: White Plains Dispensing Facility		
57. Proposed Facility Address: 602 Mamaroneck Ave		
58. City: White Plains	59. State: NY	60. ZIP Code: 10605
61. County: Westchester	62. 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.	
63. Proposed Hours of Operation:		
Monday:	9:00am to 7:00pm	Friday: 9:00am to 7:00pm
Tuesday:	9:00am to 7:00pm	Saturday: 9:00am to 1:00pm
Wednesday:	9:00am to 7:00pm	Sunday: CLOSED to CLOSED
Thursday:	9:00am to 7:00pm	
Section G: Proposed Dispensing Facility #4 Information		
64. Proposed Facility Name: Albany Dispensing Facility		
65. Proposed Facility Address: 1853 Western Ave		
66. City: Albany	67. State: NY	68. ZIP Code: 12203
69. County: Albany	70. 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.	
71. Proposed Hours of Operation:		
Monday:	9:00am to 7:00pm	Friday: 9:00am to 7:00pm
Tuesday:	9:00am to 7:00pm	Saturday: 9:00am to 1:00pm
Wednesday:	9:00am to 7:00pm	Sunday: CLOSED to CLOSED
Thursday:	9:00am to 7:00pm	



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

Two leases with Falcon Properties, LLC and a lease with Benzing Properties LLC (All with Attachment C)

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).



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75. Has construction, lease, rental, or purchase of the manufacturing facility been completed? 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? 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. 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. 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. The applicant has attached all required statements from Section H: Legal Disclosures, if applicable.

80. 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. 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. 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.**"



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<p>83. <input checked="" type="checkbox"/> 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:</p> <ul style="list-style-type: none"> 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))
<p>84. <input checked="" type="checkbox"/> The applicant has attached copies of the organizational and operational documents of the applicant, pursuant 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."</p>
<p>85. <input checked="" type="checkbox"/> "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).</p>
<p>86. <input checked="" type="checkbox"/> 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."</p>
<p>87. <input checked="" type="checkbox"/> 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."</p>
<p>88. <input checked="" type="checkbox"/> The applicant has completed "Appendix B – Architectural Program" and included the components set forth in 10 NYCRR § 1004.5(b)(11) and -(12).</p>
<p>89. <input checked="" type="checkbox"/> 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."</p>
<p>90. <input checked="" type="checkbox"/> 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."</p>
<p>91. <input checked="" type="checkbox"/> 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."</p>



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92. 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.
93. 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. 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:

▶ 

96. Date Signed: June 4, 2015

97. Print Name: Gerald A. Buchheit, Jr., General Manager, CCWNY, LLC, Manager

G.

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:

Jessica L. Wagonblott



Notary Registration Number:

01WA6293377

Notary (Notary Must Affix Stamp or Seal)

Date:

June 4, 2015

JESSICA LYNN WAGONBLOTT
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 12/9/17



**Department
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**Medical Marijuana Program
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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: Compassionate Care WNY, LLC	
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.	
2. Name: CCWNY, LLC	3. Title: Manager
4. Briefly describe the role of this person or entity in the proposed registered organization: This entity is the sole member and manager of Compassionate Care WNY, LLC. It is a single purpose entity, newly created, for the sole purpose of owning and managing Compassionate Care WNY, LLC.	
5. Will this person or entity come into contact with medical marijuana or medical marijuana products? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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]

15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
NA					



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**Medical Marijuana Program
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**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
NA				
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.				
Name of Employer: NA				
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:				
Name of Employer:				
Type of Business:				



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Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

Street Address: NA		
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:		
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:		
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:		
Name of Employer:		



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Appendix A:

Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

Type of Business: NA		
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:		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 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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
From:	Name and Address of Business:	
To:		
Business Type:	Office Held/Nature of Interest:	<input type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> 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**

From:	Name and Address of Business:	
To:		
Business Type:	Office Held/Nature of Interest:	<input type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> proposed
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:	<input type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> proposed
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:	<input type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		



**Appendix A:
Affidavit for Board Members, Officers, Managers, Owners, Partners,
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<p>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.</p> <p>NA</p>	
<p>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.</p>	
<p>Signature: <i>Gerald A. Buchheit, Jr.</i> Gerald A. Buchheit, Jr., General Manager</p>	<p>Date: June 4, 2015</p>
<p>Notary Name: <i>Jessica L. Wagonblott</i> Jessica L. Wagonblott</p>	<p>Notary Registration Number: 01WA6293377</p>
<p>Notary (Notary Must Affix Stamp or Seal)</p> <p align="center"> JESSICA LYNN WAGONBLOTT Notary Public, State of New York Qualified in Erie County My Commission Expires <u>12/9/17</u> </p>	<p>Date: June 4, 2015</p>



Department
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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: Compassionate Care WNY, LLC	
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.	
2. Name: Gerald A. Buchheit, Jr.	3. Title: General Manager
4. Briefly describe the role of this person or entity in the proposed registered organization: Mr. Buchheit is the sole member and general manager of CCWNY LLC.	
5. Will this person or entity come into contact with medical marijuana or medical marijuana products? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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]

15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Canisius College	2001 Main Street Buffalo, New York 14208	1969	1970	n/a	n/a



**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
Airline Transport Pilot License	██████████	Federal Aviation Administration	6/11/1994	N/A
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.				
Name of Employer: New York Army National Guard				
Type of Business: National Guard				
Street Address: 330 Old Niskayuna Road				
City: Latham		State: New York		Zip Code: 12110
Starting Date of Employment: 1971			Ending Date of Employment: 1977	
Name of Supervisor for Reference: n/a			Supervisor Phone Number: n/a	
Position/Responsibilities: Sergeant, E-5.				
Reason For Departure: ██████████				
Name of Employer:				
Type of Business:				



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**Appendix A:
Affidavit for Board Members, Officers, Managers, Owners, Partners,
Principal Stakeholders, Directors, and Members**

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: n/a		
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: n/a		
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:		
Name of Employer:		



Appendix A:

**Affidavit for Board Members, Officers, Managers, Owners, Partners,
Principal Stakeholders, Directors, and Members**

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:		
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 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? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

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



**Department
of Health**

Medical Marijuana Program
Application for Registration as
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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

From: 2010	Name and Address of Business:	
To: Current	The Women and Children's Hospital of Buffalo Foundation, 1260 Delaware Avenue, Buffalo, New York 14209	
Business Type: Not-for-profit Foundation	Office Held/Nature of Interest: Board Member	<input checked="" type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		



**Department
of Health**

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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: 	Date: June 4, 2015
Notary Name: Jessica L. Wagonblott 	Notary Registration Number: 01WA6293377
Notary (Notary Must Affix Stamp or Seal) JESSICA LYNN WAGONBLOTT Notary Public, State of New York Qualified in Erie County My Commission Expires <u>12/9/17</u>	Date: June 4, 2015

Receipt of Fingerprints for Background Checks

L-1 Enrollment Services

New York State
EasyPath Network

Applicant: BUCHHEIT, GERALD, ALAN
Address: [REDACTED]

OCA: [REDACTED]
Date Fingerprinted: 20150522

Fingerprint Center: L021
Agency: NYS Dept of Health Bur Narcotic Enforcement
Reason Fingerprinted:
CONTROLLED SUBSTANCE

Amount Paid: 84.95
Fee Paid By: US BANK EPAY

Operator ID: 021007

(Agency Copy)

L-1 Enrollment Services

New York State
EasyPath Network

Applicant: BUCHHEIT, GERALD, ALAN
Address: [REDACTED]

OCA: [REDACTED]
Date Fingerprinted: 20150522

Fingerprint Center: L021
Agency: NYS Dept of Health Bur Narcotic Enforcement
Reason Fingerprinted:
CONTROLLED SUBSTANCE

Amount Paid: 84.95
Fee Paid By: US BANK EPAY

Operator ID: 021007

(Agency Copy)

L-1 Enrollment Services

New York State
EasyPath Network

Applicant: BUCHHEIT, AMANDA, MARIE

Address: [REDACTED]

OCA: [REDACTED]

Date Fingerprinted: 20150522

Fingerprint Center: L021

Agency: NYS Dept of Health Bur Narcotic Enforcement

Reason Fingerprinted:
CONTROLLED SUBSTANCE

Amount Paid: 84.95

Fee Paid By: PERSONAL CHECK08213103

Operator ID: 021007

(Agency Copy)

L-1 Enrollment Services

New York State
EasyPath Network

Applicant: BUCHHEIT, AMANDA, MARIE

Address: [REDACTED]

OCA: [REDACTED]

Date Fingerprinted: 20150522

Fingerprint Center: L021

Agency: NYS Dept of Health Bur Narcotic Enforcement

Reason Fingerprinted:
CONTROLLED SUBSTANCE

Amount Paid: 84.95

Fee Paid By: PERSONAL CHECK08213103

Operator ID: 021007

(Agency Copy)

L-1 Enrollment Services

New York State
EasyPath Network

Applicant: CAFFERY, KEVIN, R

Address: [REDACTED]

OCA: [REDACTED]

Date Fingerprinted: 20150523

Fingerprint Center: L047

Agency: NYS Dept of Health Bur Narcotic Enforcement

Reason Fingerprinted:

CONTROLLED SUBSTANCE

Amount Paid: 84.95

Fee Paid By: US BANK EPAY

Operator ID: 047003

(Agency Copy)

L-1 Enrollment Services

New York State
EasyPath Network

Applicant: BLUM, GARY, E

Address [REDACTED]

OCA:

Date Fingerprinted: 20150526

Fingerprint Center: L021

Agency: NYS Dept of Health Bur Narcotic Enforcement

Reason Fingerprinted:

CONTROLLED SUBSTANCE

Amount Paid: 84.95

Fee Paid By: PERSONAL CHECK

Operator ID: 021003

(Agency Copy)

L-1 Enrollment Services

New York State
EasyPath Network

Applicant: BLUM, GARY, E

Address [REDACTED]

OCA:

Date Fingerprinted: 20150526

Fingerprint Center: L021

Agency: NYS Dept of Health Bur Narcotic Enforcement

Reason Fingerprinted:

CONTROLLED SUBSTANCE

Amount Paid: 84.95

Fee Paid By: PERSONAL CHECK

Operator ID: 021003

(Agency Copy)

L-1 Enrollment Services

New York State
EasyPath Network

Applicant: MCGIVERON, JONATHON, PAUL

Address: [REDACTED]

OCA: [REDACTED]

Date Fingerprinted: 20150522

Fingerprint Center: L021

Agency: NYS Dept of Health Bur Narcotic Enforcement

Reason Fingerprinted:

CONTROLLED SUBSTANCE

Amount Paid: 84.95

Fee Paid By: US BANK EPAY

Operator ID: 021007

(Agency Copy)

L-1 Enrollment Services

New York State
EasyPath Network

Applicant: MCGIVERON, JONATHON, PAUL

Address: [REDACTED]

OCA: [REDACTED]

Date Fingerprinted: 20150522

Fingerprint Center: L021

Agency: NYS Dept of Health Bur Narcotic Enforcement

Reason Fingerprinted:

CONTROLLED SUBSTANCE

Amount Paid: 84.95

Fee Paid By: US BANK EPAY

Operator ID: 021007

(Agency Copy)



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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:	Compassionate Care WNY, LLC
Facility Type:	Manufacturing Facility <input checked="" type="checkbox"/> Dispensing Facility <input type="checkbox"/>
Use and Occupancy Classification:	Group U - Utility and Group B - Business
Building Construction Type and Classification:	Non-combustible, Type 2B
Facility Address:	3345 North Benzing Road, Orchard Park, New York 14127
Primary Contact Telephone number:	716-951-5880
Primary Contact Fax number:	716-826-2085
PART I – ARCHITECTURAL PROGRAM & CONSTRUCTION TIMELINE:	
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



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Appendix B – Architectural Program

PART IV – BUILDING CODE COMPLIANCE: (pages 3-13)	
CHECK ALL APPLICABLE CODES FOR THE FACILITY	
<input checked="" type="checkbox"/>	2010 BUILDING CODE OF NYS
<input checked="" type="checkbox"/>	2010 FIRE CODE OF NYS
<input checked="" type="checkbox"/>	2010 PLUMBING CODE OF NYS
<input checked="" type="checkbox"/>	2010 MECHANICAL CODE OF NYS
<input checked="" type="checkbox"/>	2010 FUEL GAS CODE OF NYS
<input checked="" type="checkbox"/>	2010 PROPERTY MAINTENANCE CODE OF NYS
<input checked="" type="checkbox"/>	2010 ENERGY CONSERVATION CONSTRUCTION CODE OF NYS
<input checked="" type="checkbox"/>	2012 IECC COMMERCIAL PROVISIONS
<input checked="" type="checkbox"/>	2010 EXISTING BUILDING CODE OF NYS
<input checked="" type="checkbox"/>	NEC NATIONAL ELECTRIC CODE, (Specify Applicable Version) 2008
<input type="checkbox"/>	2014 NY CITY CONSTRUCTION CODE
<input type="checkbox"/>	2008 NY CITY CONSTRUCTION CODE
<input type="checkbox"/>	1968 NY CITY CONSTRUCTION CODE
<input checked="" type="checkbox"/>	NFPA 101-06 LIFE SAFETY CODE
<input checked="" type="checkbox"/>	ICC/ANSI A117.1-03 ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES
<input type="checkbox"/>	OTHER



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<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 type="checkbox"/> Alteration Level 2	<input type="checkbox"/> Alteration Level 3 <input type="checkbox"/> Change of Occupancy <input checked="" type="checkbox"/> Addition <small>add 2nd floor within existing envelope</small> <input type="checkbox"/> Historic Building	<input type="checkbox"/> Demolition <input 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 checked="" type="checkbox"/> Fire Alarm	<input checked="" 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	n/a	Use & occupancy of this facility. Identify all applicable materials, class and quantities regarding Table 307.1.	Classified by Occupancy	Separated Mixed Use Group U - Utility and Group B - Business



PROPRIETARY INFORMATION

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	n/a	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.	n/a	n/a
3	Hazardous Materials	414	n/a	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.	n/a	n/a
4	Hazardous Materials Control Areas	414.2	n/a	Provide additional information indicating number, size, materials stored, and quantity of each material.	n/a	n/a
5	Building Area & Height	501-507	n/a	Provide the building area & height Provide all calculations and cite applicable code sections for increased Building Area & Heights allowed per building code(s).	see Additional Information at end of form for area mod. calcs	see Additional Information at end of form for area mod. calcs
6	Incidental Use Areas	508.2	n/a	Identify all Incidental Use Areas and required fire separation of occupancies on Building Plans.	2-hour at incinerator room	2-hour at incinerator room



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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	n/a	Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	1-hour separation between B and U occupancies with sprinkler	1-hour separation between B and U occupancies with sprinkler
8	Nonseparated Uses	508.3.2	n/a	Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	n/a	n/a
9	Separated Uses (Ratio < 1)	508.3.3	n/a	Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	see Additional Information at end of form	see Additional Information at end of form
10	Construction Classification	602	n/a	Provide Construction Classification per each building included in Application.	Type 1, 2, 3 or 4	Non-combustible Type 2B
11	Fire Resistance Rating Req'm't for Building Elements	Table 601	n/a	Provide Fire Resistance Rating per each building element as per Table 601. Identify rating & elements on Building Plans.	see Additional Information at end of form	see Additional Information at end of form



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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	n/a	Identify required fire resistance rating of exterior walls on Building Plan(s).	0 - hour	0 - hour
13	Exterior Fire Separation Distance	Table 602	n/a	Identify required fire separation distance of exterior walls between Buildings on Plan.	more than 30 feet	35 feet
14	Fire Walls	705	n/a	Provide code information and identify all applicable required Fire Wall(s) and fire resistance requirement on Building Plans.	n/a	n/a
15	Fire Barriers	706	n/a	Provide code information and identify all applicable required Fire Barrier(s) and fire resistance requirement on Building Plans.	1-hour between occup's 2-hour at incinerator room	1-hour between occup's 2-hour at incinerator room
16	Shaft Enclosures	707	n/a	Provide code information and identify all applicable required Shaft Wall(s) and fire resistance requirement on Building Plans.	1-hour connecting 2-stories	1-hour connecting 2-stories
17	Fire Partitions	708	n/a	Provide code information and identify all applicable required Fire Partition(s) and fire resistance requirement on Building Plans.	n/a	n/a



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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	n/a	Provide code information and identify all applicable required Horizontal Assemblies and fire resistance requirement on Building Plans.	1-hour between U-occup and B-occup	1-hour between U-occup and B-occup
19	Fire Protection: Sprinkler System	903	n/a	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.	Ordinary Hazard - Group 1	Ordinary Hazard - Group 1
20	Alt. Fire Extinguishing System	904	n/a	Provide code information of all applicable requirements for Alternative Automatic Fire-Extinguishing Systems with code section(s) cited.	NFPA 10	NFPA 10
21	Standpipe System	905	n/a	Provide code information of all applicable requirements for Standpipe Systems with code section(s) cited.	n/a	n/a
22	Fire Alarm & Detection Systems	907	n/a	Provide code information of all applicable requirements for Fire Alarm System(s) with code section cited. Indicate Type of Fire Alarm System <input type="checkbox"/> Addressable <input checked="" type="checkbox"/> Hardwired (zoned)	not required	digital addressable system with automatic detection and notification provided



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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
23	Emergency Alarm System	908	n/a	Provide code information of all applicable requirements for Emergency Alarm Systems with code section cited.	CO2 monitoring	CO2 monitoring
24	Fire Department Connections	912	n/a	Identify Fire Department connections in accordance with NFPA applicable standard.	NFPA 13	NFPA 13
25	Exits	1001.1 & 2	n/a	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.	Required exits must meet occupant load and travel distance minimums	Provided exits meet occupant load and travel distance minimums
26	Occupant Load	1004 & Table 1004.1.1	n/a	Identify the use/name of each room, dimensions of each room, and Occupant Loads per each room on the Building Plans.	see Additional Information at end of form	see Additional Information at end of form
27	Egress Width	1005	n/a	Provide egress widths & cite applicable code section(s) and requirement(s) on the Building Plans	see Additional Information at end of form	see Additional Information at end of form +
28	Accessible Means of Egress	1007.1	n/a	Provide accessible means of egress as per Section 1007 & cite applicable code section(s) and requirement(s) on the Building Plans.	Not less than 2 accessible exits	All exits accessible on first floor - Area of refuge provided on 2nd floor



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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
29	Doors, Gates, and Turnstiles	1008	n/a	Means of egress doors shall meet the requirements of this section.	minimum width of 32"	34" clear provided
30	Interior Stairs	1009	n/a	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" minimum width required	44" width provided
31	Ramps	1010.1	n/a	Identify the following information of each ramp, on the Building Plan(s): width; total vertical rise; length of ramp; and handrail height.	n/a	n/a
32	Common Path of Travel	1014.3	n/a	Identify on the Building Plan(s): the length of the "Common Path of Travel" per each room as per applicable building code requirements.	not to exceed 75 feet	less than 75 feet
33	Exit Doorway Arrangement	1015	n/a	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.	2 exits required where occupant load is more than 49	2 exits provided where occupant load is more than 49
34	Corridor Fire Rating	1017.1	n/a	Identify, on the Building Plan(s): all corridors with required fire resistance and the applicable fire rating.	none required for B/U occup with sprinkler	none provided



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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	n/a	Identify on the Building Plan(s): the width of all corridors. Provide applicable code section(s) and requirement(s).	44 inches	minimum 60 inches
36	Dead End Corridor	1017.3	n/a	Corridors shall not exceed the maximum dead end corridor length as per applicable code.	20 feet maximum	less than 20 feet
37	Number of Exits and Continuity	1019	n/a	Identify on the Building Plan(s): required number of exits, continuity and arrangement as per the applicable code requirements.	2 exits required	10 exits provided
38	Vertical Exit Enclosures	1020	n/a	Identify on the Building Plan(s): all applicable code requirements for each Vertical Exit Enclosure.	1-hour required connecting 2-stories	1-hour provided connecting 2-stories
39	Exit Passageways	1021	n/a	Identify on the Building Plan(s): all applicable code requirements for each Exit Passageway.	n/a	n/a
40	Horizontal Exits	1022	n/a	Identify on the Building Plan(s): all applicable code requirements for each Horizontal Exit.	n/a	n/a



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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
41	Exterior Exit Ramps & Stairways	1023	n/a	Identify on the Building Plan(s): all applicable code requirements for each exterior exit ramps and stairways.	Allowed with one open side	Provided as 2nd egress from Mechanical Room
42	Exit Discharge	1024	n/a	Identify on the Building Plan(s): all applicable code requirements for each Exit Discharge.	Exits must discharge to the public way	Egress only gates provided in secure fencing
43	Accessibility	1101.1 - 1110 & ICC/A117.1(03)	n/a	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.	Accessible routes, facilities and parking required	Accessible routes, facilities and parking provided
44	Energy Conservation	2010 NYS ECCC & IECC 2012	n/a	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).	see Additional Information at end of form	see Additional Information at end of form
45	Emergency & Standby Power	2702.1	n/a	Identify emergency & Standby Power locations and specifications of the system to be provided.	none required	fully redundant back up power provided
46	Smoke Control Systems	2702.2.2	n/a	Identify the Standby power for smoke control systems in accordance with Section 909.11 of NYS Building Code.	n/a	n/a



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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	n/a	Identify on the Building Plan(s): the minimum plumbing facilities as per applicable plumbing code(s).	1/100	4/187
48	Available Street Water Pressure		n/a	Provide the available street or well water pressure.	85 psi	85 psi
49	Fire Apparatus Access Road	FC503.1	n/a	Identify on the Site Plan: Fire Apparatus Road, Fire Lane and other Fire Service requirements per applicable Building and Fire Codes.	not required for U-occupancy	fire app. access is provided at all paved areas

Appendix B
Compassionate Care WNY, LLC
Manufacturing Facility – Orchard Park, NY

Additional Information
Item No. 05
Topic: Building Area and Height

PROPRIETARY INFORMATION

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

Appendix B
Compassionate Care WNY, LLC
Manufacturing Facility – Orchard Park, NY

Additional Information
Item No. 09
Topic: Separated Uses

PROPRIETARY INFORMATION

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

Appendix B
Compassionate Care WNY, LLC
Manufacturing Facility – Orchard Park, NY

Additional Information
Item No. 11
Topic: Fire Resistance Rating Requirements for Building Elements

PROPRIETARY INFORMATION

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

Appendix B
Compassionate Care WNY, LLC
Manufacturing Facility – Orchard Park, NY

Additional Information
Item No. 26
Topic: Occupant Load (2 pages total)

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

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

Appendix B
Compassionate Care WNY, LLC
Manufacturing Facility – Orchard Park, NY

Additional Information
Item No. 27
Topic: Egress Width

PROPRIETARY INFORMATION

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

Appendix B
Compassionate Care WNY, LLC
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Additional Information
Item No. 44
Topic: Energy Conservation

PROPRIETARY INFORMATION

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

Appendix B
Compassionate Care WNY, LLC
Manufacturing Facility – Orchard Park, NY

Outline Specification Narrative

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

PROPRIETARY INFORMATION

Zone 5 will be for production areas. Within the production area will be a drying room this will be a packaged system similar to a walk-in cooler/freezer with independent controls from the rest of the production area. All supply air to the production area will be HEPA filtered to assure a clean sterile lab and production facility. Control range; temp. 70-72F, rh 30% +/- 2%.

Zone 6 will be for administrative and office areas. Control range; temp. 70-72F, no humidity control.

Potable water is available from municipal supply at sufficient capacity and pressure.

Sanitary sewage is available from municipal system at sufficient capacity for the projected flow.

Storm sewer is available from municipal system at sufficient capacity for the existing structure.

Fire protection will be provided via a wet sprinkler system with supply water available from municipal supply at sufficient capacity.

Natural Gas is available from service provider at sufficient capacity.

ELECTRICAL

Electrical service to the manufacturing facility will be provided by a new pad-mounted utility transformer, with a new underground medium-voltage feeder to a riser pole for connection by the utility. The serving utility has confirmed there is adequate capacity on the nearby Lake Avenue primary circuit (12,470V) for the new service, which has an estimated demand load of 957kVA.

The transformer will feed a service-entrance switchboard rated 2000A at 480Y/277V; complete with pull sections, automatic transfer switch, and distribution sections.

A standby power system consisting of three paralleled 500kW diesel-fueled generators will back up the entire facility in case of utility failure. Sub-base fuel tanks will provide a minimum of 36 hours run-time at fully-loaded conditions. Two generators are capable of meeting the building load, with the third as a redundant back up.

A digital addressable fire alarm system will be provided, utilizing a combination of addressable detection devices as well as sprinkler system monitoring. Audio/visual notification devices will be provided throughout the facility. The fire alarm system will also feature an integral digital communicator connected to a central monitoring station.

High-efficiency LED lighting fixtures will be provided in all growing areas. These fixtures will be connected to a digital control panel to provide ideal lighting conditions.

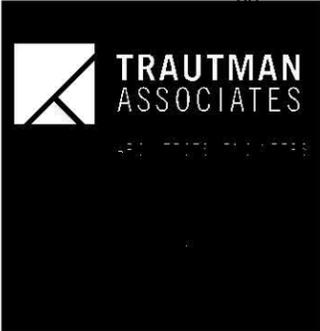
LED exterior lighting fixtures will be installed to illuminate the building perimeter as well as drive and parking areas.

Appendix B
Compassionate Care WNY, LLC
Manufacturing Facility – Orchard Park, NY

Construction Time Line

PROPRIETARY INFORMATION

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



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Client: COMPASSIONATE CARE WNY, LLC

Project: MANUFACTURING FACILITY

Project Address: 2345 N. BEEZING ROAD ONCHARD PARK NY 14127

Drawing History: # Date Description

Project Status: NOT FOR CONSTRUCTION - PRELIMINARY
Date: 04/2015
Project Number: 15028
Sheet Title: SITE PLAN

Sheet Number: A-01



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INFORMATION**

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Client: COMPASSIONATE
CARE WNY, LLC

Project: MANUFACTURING
FACILITY

Project Address: 3345 N. BENZING ROAD
ORCHARD PARK, NY 14127

Drawing History: # Date Description

Project Status: NOT FOR
CONSTRUCTION -
PRELIMINARY
Date: 6/4/2015
Project Number: 15028
Sheet Title: GROUND FLOOR
CODE REVIEW

Sheet Number: A-02



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Client: COMPASSIONATE CARE WNY, LLC

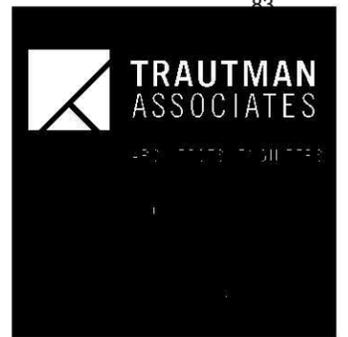
Project: MANUFACTURING FACILITY

Project Address: 3345 N. BENZING ROAD ORCHARD PARK, NY 14127

Drawing History: # Date Description

Project Status: NOT FOR CONSTRUCTION - PRELIMINARY
Date: 04/09/16
Project Number: 15028
Sheet Title: SECOND FLOOR CODE REVIEW

Sheet Number: A-03



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Client: COMPASSIONATE
CARE WNY, LLC

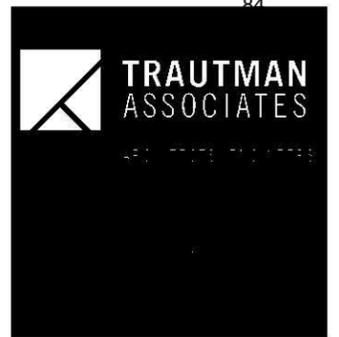
Project: MANUFACTURING
FACILITY

Project Address: 3345 N. BEZING ROAD
ORCHARD PARK, NY 14127

Drawing History: # Date Description

Project Status: NOT FOR
CONSTRUCTION -
PRELIMINARY
Date: 04/20/15
Project Number: 15028
Sheet Title: GROUND FLOOR
CODE REVIEW

Sheet Number: A-04



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Client: COMPASSIONATE
CARE WNY, LLC

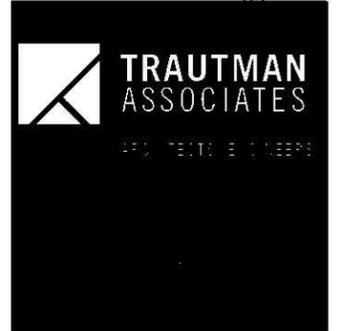
Project: MANUFACTURING
FACILITY

Project Address: 2345 N. BEEZING ROAD
ONCHARD PARK, NY 14127

Drawing History: # Date Description

Project Status: NOT FOR
CONSTRUCTION -
PRELIMINARY
Date: 04/2015
Project Number: 15028
Sheet Title: SECOND FLOOR
EXITING DIAGRAM

Sheet Number: A-05



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Client: COMPASSIONATE
CARE WNY, LLC

Project: MANUFACTURING
FACILITY

Project Address: 3345 N. BENZING ROAD
ORCHARD PARK, NY 14127

Drawing History: # Date Description

Project Status: NOT FOR
CONSTRUCTION -
PRELIMINARY

Date: 6/4/2015

Project Number: 10228

Sheet Title: GROUND FLOOR
SECURITY PLAN

Sheet Number: A-06



480 ...

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Client: COMPASSIONATE
CARE WNY, LLC

Project: MANUFACTURING
FACILITY

Project Address: 2345 N. BEEZING ROAD
ONCHARD PARK, NY 14127

Drawing History: # Date Description

Project Status: NOT FOR
CONSTRUCTION -
PRELIMINARY
Date: 8/4/2015
Project Number: 15028
Sheet Title: SECOND FLOOR
SECURITY PLAN

Sheet Number: A-07



ARCHITECTS ENGINEERS

**PROPRIETARY
INFORMATION**

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Client: COMPASSIONATE
CARE WNY, LLC

Project: MANUFACTURING
FACILITY

Project Address: 3345 N. BENZING ROAD
ONCHARD PARK, NY 14127

Drawing History: # Date Description

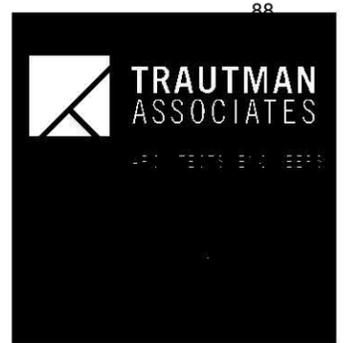
Project Status: NOT FOR
CONSTRUCTION -
PRELIMINARY

Date: 04/2015

Project Number: 15028

Sheet Title: GROUND FLOOR
MEP PLAN

Sheet Number: A-08



**PROPRIETARY
INFORMATION**

Signature & Seal:

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Client: COMPASSIONATE
CARE WNY, LLC

Project: MANUFACTURING
FACILITY

Project Address: 2345 N. BEEZING ROAD
ONCHARD PARK, NY 14127

Drawing History: # Date Description

Project Status: NOT FOR
CONSTRUCTION -
PRELIMINARY
Date: 04/20/15
Project Number: 15028
Sheet Title: SECOND FLOOR
MEP PLAN

Sheet Number: A-09



Medical Marijuana Program
Application for Registration as
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PROPRIETARY INFORMATION

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:	Compassionate Care WNY, LLC
Facility Type:	Manufacturing Facility <input type="checkbox"/> Dispensing Facility <input checked="" type="checkbox"/>
Use and Occupancy Classification:	Group B - Business
Building Construction Type and Classification:	Non-combustible, Type 2B
Facility Address:	3392 North Benzing Road, Orchard Park, New York 14127
Primary Contact Telephone number:	716-951-5880
Primary Contact Fax number:	716-826-2085
PART I – ARCHITECTURAL PROGRAM & CONSTRUCTION TIMELINE:	
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



Medical Marijuana Program
 Application for Registration as
 a Registered Organization

PROPRIETARY INFORMATION

Appendix B – Architectural Program

PART IV – BUILDING CODE COMPLIANCE: (pages 3-13)		
CHECK ALL APPLICABLE CODES FOR THE FACILITY		
<input checked="" type="checkbox"/>		2010 BUILDING CODE OF NYS
<input checked="" type="checkbox"/>		2010 FIRE CODE OF NYS
<input checked="" type="checkbox"/>		2010 PLUMBING CODE OF NYS
<input checked="" type="checkbox"/>		2010 MECHANICAL CODE OF NYS
<input checked="" type="checkbox"/>		2010 FUEL GAS CODE OF NYS
<input checked="" type="checkbox"/>		2010 PROPERTY MAINTENANCE CODE OF NYS
<input checked="" type="checkbox"/>		2010 ENERGY CONSERVATION CONSTRUCTION CODE OF NYS
<input checked="" type="checkbox"/>		2012 IECC COMMERCIAL PROVISIONS
<input checked="" type="checkbox"/>		2010 EXISTING BUILDING CODE OF NYS
<input checked="" type="checkbox"/>		NEC NATIONAL ELECTRIC CODE, (Specify Applicable Version) 2008
<input type="checkbox"/>		2014 NY CITY CONSTRUCTION CODE
<input type="checkbox"/>		2008 NY CITY CONSTRUCTION CODE
<input type="checkbox"/>		1968 NY CITY CONSTRUCTION CODE
<input checked="" type="checkbox"/>		NFPA 101-06 LIFE SAFETY CODE
<input checked="" type="checkbox"/>		ICC/ANSI A117.1-03 ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES
<input type="checkbox"/>		OTHER



Medical Marijuana Program
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PROPRIETARY INFORMATION

Appendix B – Architectural Program

<p>Select Project Type: Check all that apply. Refer to the Existing Building Code for definitions.</p>	<input checked="" type="checkbox"/> New Building <input type="checkbox"/> Repair <input type="checkbox"/> Alteration Level 1 <input type="checkbox"/> Alteration Level 2	<input 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 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 checked="" 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	n/a	Use & occupancy of this facility. Identify all applicable materials, class and quantities regarding Table 307.1.	Classified by Occupancy	Group B - Business



Medical Marijuana Program
Application for Registration as
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PROPRIETARY INFORMATION

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	n/a	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.	n/a	n/a
3	Hazardous Materials	414	n/a	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.	n/a	n/a
4	Hazardous Materials Control Areas	414.2	n/a	Provide additional information indicating number, size, materials stored, and quantity of each material.	n/a	n/a
5	Building Area & Height	501-507	n/a	Provide the building area & height Provide all calculations and cite applicable code sections for increased Building Area & Heights allowed per building code(s).	4-story 23,400 square feet	1-story 3356 square feet
6	Incidental Use Areas	508.2	n/a	Identify all Incidental Use Areas and required fire separation of occupancies on Building Plans.	n/a	n/a



Medical Marijuana Program
Application for Registration as
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PROPRIETARY INFORMATION

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	n/a	Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	n/a	n/a
8	Nonseparated Uses	508.3.2	n/a	Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	n/a	n/a
9	Separated Uses (Ratio < 1)	508.3.3	n/a	Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	n/a	n/a
10	Construction Classification	602	n/a	Provide Construction Classification per each building included in Application.	Type 1, 2, 3 or 4	Non-combustible Type 2B
11	Fire Resistance Rating Req'm't for Building Elements	Table 601	n/a	Provide Fire Resistance Rating per each building element as per Table 601. Identify rating & elements on Building Plans.	see Additional Information at end of form	see Additional Information at end of form



Medical Marijuana Program
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PROPRIETARY INFORMATION

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	n/a	Identify required fire resistance rating of exterior walls on Building Plan(s).	0 - hour	0 - hour
13	Exterior Fire Separation Distance	Table 602	n/a	Identify required fire separation distance of exterior walls between Buildings on Plan.	more than 30 feet	100 feet
14	Fire Walls	705	n/a	Provide code information and identify all applicable required Fire Wall(s) and fire resistance requirement on Building Plans.	n/a	n/a
15	Fire Barriers	706	n/a	Provide code information and identify all applicable required Fire Barrier(s) and fire resistance requirement on Building Plans.	n/a	n/a
16	Shaft Enclosures	707	n/a	Provide code information and identify all applicable required Shaft Wall(s) and fire resistance requirement on Building Plans.	n/a	n/a
17	Fire Partitions	708	n/a	Provide code information and identify all applicable required Fire Partition(s) and fire resistance requirement on Building Plans.	n/a	n/a



PROPRIETARY INFORMATION

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	n/a	Provide code information and identify all applicable required Horizontal Assemblies and fire resistance requirement on Building Plans.	n/a	n/a
19	Fire Protection: Sprinkler System	903	n/a	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.	fully sprinklered NFPA 13	fully sprinklered NFPA 13
20	Alt. Fire Extinguishing System	904	n/a	Provide code information of all applicable requirements for Alternative Automatic Fire-Extinguishing Systems with code section(s) cited.	NFPA 10	NFPA 10
21	Standpipe System	905	n/a	Provide code information of all applicable requirements for Standpipe Systems with code section(s) cited.	n/a	n/a
22	Fire Alarm & Detection Systems	907	n/a	Provide code information of all applicable requirements for Fire Alarm System(s) with code section cited. Indicate Type of Fire Alarm System <input type="checkbox"/> Addressable <input checked="" type="checkbox"/> Hardwired (zoned)	not required	digital addressable system with automatic detection and notification provided



Medical Marijuana Program
Application for Registration as
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PROPRIETARY INFORMATION

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	n/a	Provide code information of all applicable requirements for Emergency Alarm Systems with code section cited.	n/a	n/a
24	Fire Department Connections	912	n/a	Identify Fire Department connections in accordance with NFPA applicable standard.	NFPA 13	NFPA 13
25	Exits	1001.1 & 2	n/a	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.	Required exits must meet occupant load and travel distance minimums	Provided exits meet occupant load and travel distance minimums
26	Occupant Load	1004 & Table 1004.1.1	n/a	Identify the use/name of each room, dimensions of each room, and Occupant Loads per each room on the Building Plans.	see Additional Information at end of form	see Additional Information at end of form
27	Egress Width	1005	n/a	Provide egress widths & cite applicable code section(s) and requirement(s) on the Building Plans	see Additional Information at end of form	see Additional Information at end of form +
28	Accessible Means of Egress	1007.1	n/a	Provide accessible means of egress as per Section 1007 & cite applicable code section(s) and requirement(s) on the Building Plans.	Not less than 1 accessible exit is required	1 accessible exit is provided



Medical Marijuana Program
Application for Registration as
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PROPRIETARY INFORMATION

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	n/a	Means of egress doors shall meet the requirements of this section.	minimum width of 32"	34" clear provided
30	Interior Stairs	1009	n/a	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.	n/a	n/a
31	Ramps	1010.1	n/a	Identify the following information of each ramp, on the Building Plan(s): width; total vertical rise; length of ramp; and handrail height.	n/a	n/a
32	Common Path of Travel	1014.3	n/a	Identify on the Building Plan(s): the length of the "Common Path of Travel" per each room as per applicable building code requirements.	not to exceed 75 feet	less than 75 feet
33	Exit Doorway Arrangement	1015	n/a	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.	2 exit required where occupant load is less than 49	1 exits provided - occupant load is 32
34	Corridor Fire Rating	1017.1	n/a	Identify, on the Building Plan(s): all corridors with required fire resistance and the applicable fire rating.	none required for B occup with sprinkler	none provided



Medical Marijuana Program
Application for Registration as
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PROPRIETARY INFORMATION

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	n/a	Identify on the Building Plan(s): the width of all corridors. Provide applicable code section(s) and requirement(s).	44 inches	minimum 60 inches
36	Dead End Corridor	1017.3	n/a	Corridors shall not exceed the maximum dead end corridor length as per applicable code.	20 feet maximum	none
37	Number of Exits and Continuity	1019	n/a	Identify on the Building Plan(s): required number of exits, continuity and arrangement as per the applicable code requirements.	1 exit required	1 exit provided
38	Vertical Exit Enclosures	1020	n/a	Identify on the Building Plan(s): all applicable code requirements for each Vertical Exit Enclosure.	n/a	n/a
39	Exit Passageways	1021	n/a	Identify on the Building Plan(s): all applicable code requirements for each Exit Passageway.	n/a	n/a
40	Horizontal Exits	1022	n/a	Identify on the Building Plan(s): all applicable code requirements for each Horizontal Exit.	n/a	n/a



Medical Marijuana Program
Application for Registration as
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PROPRIETARY INFORMATION

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	n/a	Identify on the Building Plan(s): all applicable code requirements for each exterior exit ramps and stairways.	n/a	n/a
42	Exit Discharge	1024	n/a	Identify on the Building Plan(s): all applicable code requirements for each Exit Discharge.	Exits must discharge to the public way	Egress is provided to public way
43	Accessibility	1101.1 - 1110 & ICC/A117.1(03)	n/a	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.	Accessible routes, facilities and parking required	Accessible routes, facilities and parking provided
44	Energy Conservation	2010 NYS ECCC & IECC 2012	n/a	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).	see Additional Information at end of form	see Additional Information at end of form
45	Emergency & Standby Power	2702.1	n/a	Identify emergency & Standby Power locations and specifications of the system to be provided.	not required	natural gas fueled generator system
46	Smoke Control Systems	2702.2.2	n/a	Identify the Standby power for smoke control systems in accordance with Section 909.11 of NYS Building Code.	n/a	n/a



**Department
of Health**

Medical Marijuana Program
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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	n/a	Identify on the Building Plan(s): the minimum plumbing facilities as per applicable plumbing code(s).	E - 1/25 / V - 1/75	E - 2/25 / V - 2/75
48	Available Street Water Pressure		n/a	Provide the available street or well water pressure.	85 psi	85 psi
49	Fire Apparatus Access Road	FC503.1	n/a	Identify on the Site Plan: Fire Apparatus Road, Fire Lane and other Fire Service requirements per applicable Building and Fire Codes.	Required to extend to within 300' of the building	Fire app. access is provided. Max distance is

Appendix B
Compassionate Care WNY, LLC
Dispensing Facility - Orchard Park, NY

Additional Information
Item No. 11
Topic: Fire Resistance Rating Requirements for Building Elements

PROPRIETARY INFORMATION

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

Appendix B
Compassionate Care WNY, LLC
Dispensing Facility - Orchard Park, NY

Additional Information
Item No. 26
Topic: Occupant Load

PROPRIETARY INFORMATION

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

Appendix B
Compassionate Care WNY, LLC
Dispensing Facility - Orchard Park, NY

Additional Information
Item No. 27
Topic: Egress Width

PROPRIETARY INFORMATION

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

Appendix B
Compassionate Care WNY, LLC
Dispensing Facility - Orchard Park, NY

Additional Information
Item No. 44
Topic: Energy Conservation

PROPRIETARY INFORMATION

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

Appendix B
Compassionate Care WNY, LLC
Dispensing Facility - Orchard Park, NY

Outline Specification Narrative

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

PROPRIETARY INFORMATION

Electrical service to the dispensing facility will be provided by a pole-mounted utility transformer bank, with an underground service lateral to a Main Distribution Panel rated 400A at 208Y/120V.

A 30kW natural gas-fueled generator will provide standby power to the facility during utility outages.

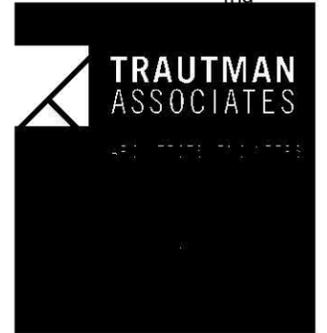
An addressable fire alarm system will be installed with detection and notification devices throughout the facility.

Appendix B
Compassionate Care WNY, LLC
Dispensing Facility – Orchard Park, NY

Construction Time Line

PROPRIETARY INFORMATION

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**PROPRIETARY
INFORMATION**

Signature & Seal:

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**Client: COMPASSIONATE
CARE WNY, LLC**

Project: DISPENSING FACILITY

**Project Address: 2302 N. BEEZING ROAD
ONCHARD PARK, NY 14127**

Revision History: # Date Description

**Project Status: NOT FOR
CONSTRUCTION -
PRELIMINARY**
Date: 8/4/15
Project Number: 15028
Sheet Title: SITE PLAN

Sheet Number: B-01



PROPRIETARY INFORMATION

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Client: COMPASSIONATE CARE WNY, LLC

Project: DISPENSING FACILITY

Project Address: 3382 N. BENZING ROAD
ORCHARD PARK, NY 14127

Drawing History: # Date Description

Project Status: NOT FOR CONSTRUCTION - PRELIMINARY

Date: 6/4/15

Project Number: 15028

Sheet Title: GROUND FLOOR CODE REVIEW

Sheet Number: B-02



480 NORTH OCEAN BOULEVARD

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Client: COMPASSIONATE CARE WNY, LLC

Project: DISPENSING FACILITY

Project Address: 2382 N. BEEZING ROAD ONCHARD PARK NY 14127

Drawing History: # Date Description

Project Status: NOT FOR CONSTRUCTION - PRELIMINARY

Date: 8/4/15

Project Number: 15028

Sheet Title: GROUND FLOOR EXITING DIAGRAM

Sheet Number: B-03



ARCHITECTS ENGINEERS

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Client: COMPASSIONATE CARE WNY, LLC

Project: DISPENSING FACILITY

Project Address: 2382 N. BEEZING ROAD
ONCHARD PARK, NY 14127

Drawing History: # Date Description

Project Status: NOT FOR CONSTRUCTION - PRELIMINARY
Date: 8/4/15
Project Number: 15028
Sheet Title: GROUND FLOOR SECURITY PLAN

Sheet Number: B-04



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Client: COMPASSIONATE CARE WNY, LLC

Project: DISPENSING FACILITY

Project Address: 2382 N. BEEZING ROAD ONCHARD PARK, NY 14127

Drawing History: # Date Description

Project Status: NOT FOR CONSTRUCTION - PRELIMINARY
Date: 8/4/15
Project Number: 15028
Sheet Title: GROUND FLOOR MEP PLAN

Sheet Number: B-05



**Department
of Health**

Medical Marijuana Program
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PROPRIETARY INFORMATION

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:	Compassionate Care WNY, LLC
Facility Type:	Manufacturing Facility <input type="checkbox"/> Dispensing Facility <input checked="" type="checkbox"/>
Use and Occupancy Classification:	Group B - Business
Building Construction Type and Classification:	Non-combustible, Type 2B
Facility Address:	63 Genesee Street, Auburn, New York 13021
Primary Contact Telephone number:	716-951-5880
Primary Contact Fax number:	716-826-2085
PART I – ARCHITECTURAL PROGRAM & CONSTRUCTION TIMELINE:	
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



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Appendix B – Architectural Program

PART IV – BUILDING CODE COMPLIANCE: (pages 3-13)	
CHECK ALL APPLICABLE CODES FOR THE FACILITY	
<input checked="" type="checkbox"/>	2010 BUILDING CODE OF NYS
<input checked="" type="checkbox"/>	2010 FIRE CODE OF NYS
<input checked="" type="checkbox"/>	2010 PLUMBING CODE OF NYS
<input checked="" type="checkbox"/>	2010 MECHANICAL CODE OF NYS
<input checked="" type="checkbox"/>	2010 FUEL GAS CODE OF NYS
<input checked="" type="checkbox"/>	2010 PROPERTY MAINTENANCE CODE OF NYS
<input checked="" type="checkbox"/>	2010 ENERGY CONSERVATION CONSTRUCTION CODE OF NYS
<input checked="" type="checkbox"/>	2012 IECC COMMERCIAL PROVISIONS
<input checked="" type="checkbox"/>	2010 EXISTING BUILDING CODE OF NYS
<input checked="" type="checkbox"/>	NEC NATIONAL ELECTRIC CODE, (Specify Applicable Version) 2008
<input type="checkbox"/>	2014 NY CITY CONSTRUCTION CODE
<input type="checkbox"/>	2008 NY CITY CONSTRUCTION CODE
<input type="checkbox"/>	1968 NY CITY CONSTRUCTION CODE
<input checked="" type="checkbox"/>	NFPA 101-06 LIFE SAFETY CODE
<input checked="" type="checkbox"/>	ICC/ANSI A117.1-03 ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES
<input type="checkbox"/>	OTHER



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Appendix B – Architectural Program

Select Project Type: Check all that apply. Refer to the Existing Building Code for definitions.	<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 type="checkbox"/> Change of Occupancy <input type="checkbox"/> Addition <input type="checkbox"/> Historic Building	<input type="checkbox"/> Demolition <input type="checkbox"/> Chapter 3. Prescriptive Compliance Method <input type="checkbox"/> Chapter 13. Performance Compliance Method
	Select Work Involved: Check all that apply.	<input checked="" type="checkbox"/> General Construction <input checked="" type="checkbox"/> Roofing <input type="checkbox"/> Asbestos Abatement/Environmental <input checked="" type="checkbox"/> Fire Alarm	<input checked="" type="checkbox"/> Structural <input checked="" type="checkbox"/> Mechanical <input checked="" type="checkbox"/> Plumbing <input checked="" type="checkbox"/> Electrical

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, ECC: 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	n/a	Use & occupancy of this facility. Identify all applicable materials, class and quantities regarding Table 307.1.	Classified by Occupancy	Group B - Business



Medical Marijuana Program
Application for Registration as
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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	n/a	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.	n/a	n/a
3	Hazardous Materials	414	n/a	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.	n/a	n/a
4	Hazardous Materials Control Areas	414.2	n/a	Provide additional information indicating number, size, materials stored, and quantity of each material.	n/a	n/a
5	Building Area & Height	501-507	n/a	Provide the building area & height Provide all calculations and cite applicable code sections for increased Building Area & Heights allowed per building code(s).	4-story 23,400 square feet	3-story 6565 square feet
6	Incidental Use Areas	508.2	n/a	Identify all Incidental Use Areas and required fire separation of occupancies on Building Plans.	n/a	n/a



Medical Marijuana Program
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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	n/a	Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	n/a	n/a
8	Nonseparated Uses	508.3.2	n/a	Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	n/a	n/a
9	Separated Uses (Ratio < 1)	508.3.3	n/a	Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	n/a	n/a
10	Construction Classification	602	n/a	Provide Construction Classification per each building included in Application.	Type 1, 2, 3 or 4	Non-combustible Type 2B
11	Fire Resistance Rating Req'm't for Building Elements	Table 601	n/a	Provide Fire Resistance Rating per each building element as per Table 601. Identify rating & elements on Building Plans.	see Additional Information at end of form	see Additional Information at end of form



Medical Marijuana Program
Application for Registration as
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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	n/a	Identify required fire resistance rating of exterior walls on Building Plan(s).	0 - hour	0 - hour
13	Exterior Fire Separation Distance	Table 602	n/a	Identify required fire separation distance of exterior walls between Buildings on Plan.	less than 5 feet 1-hour rating required	existing 1-hour rating provided
14	Fire Walls	705	n/a	Provide code information and identify all applicable required Fire Wall(s) and fire resistance requirement on Building Plans.	n/a	n/a
15	Fire Barriers	706	n/a	Provide code information and identify all applicable required Fire Barrier(s) and fire resistance requirement on Building Plans.	2-hour between fire areas	existing 2-hour provided
16	Shaft Enclosures	707	n/a	Provide code information and identify all applicable required Shaft Wall(s) and fire resistance requirement on Building Plans.	2-hour	existing 2-hour provided
17	Fire Partitions	708	n/a	Provide code information and identify all applicable required Fire Partition(s) and fire resistance requirement on Building Plans.	n/a	n/a



PROPRIETARY INFORMATION

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	n/a	Provide code information and identify all applicable required Horizontal Assemblies and fire resistance requirement on Building Plans.	n/a	n/a
19	Fire Protection: Sprinkler System	903	n/a	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.	fully sprinklered NFPA 13	fully sprinklered NFPA 13
20	Alt. Fire Extinguishing System	904	n/a	Provide code information of all applicable requirements for Alternative Automatic Fire-Extinguishing Systems with code section(s) cited.	NFPA 10	NFPA 10
21	Standpipe System	905	n/a	Provide code information of all applicable requirements for Standpipe Systems with code section(s) cited.	n/a	n/a
22	Fire Alarm & Detection Systems	907	n/a	Provide code information of all applicable requirements for Fire Alarm System(s) with code section cited. Indicate Type of Fire Alarm System <input type="checkbox"/> Addressable <input checked="" type="checkbox"/> Hardwired (zoned)	not required	digital addressable system with automatic detection and notification provided



Medical Marijuana Program
Application for Registration as
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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	n/a	Provide code information of all applicable requirements for Emergency Alarm Systems with code section cited.	n/a	n/a
24	Fire Department Connections	912	n/a	Identify Fire Department connections in accordance with NFPA applicable standard.	NFPA 13	NFPA 13
25	Exits	1001.1 & 2	n/a	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.	Required exits must meet occupant load and travel distance minimums	Provided exits meet occupant load and travel distance minimums
26	Occupant Load	1004 & Table 1004.1.1	n/a	Identify the use/name of each room, dimensions of each room, and Occupant Loads per each room on the Building Plans.	see Additional Information at end of form	see Additional Information at end of form
27	Egress Width	1005	n/a	Provide egress widths & cite applicable code section(s) and requirement(s) on the Building Plans	see Additional Information at end of form	see Additional Information at end of form +
28	Accessible Means of Egress	1007.1	n/a	Provide accessible means of egress as per Section 1007 & cite applicable code section(s) and requirement(s) on the Building Plans.	Not less than 1 accessible exit is required	1 accessible exit is provided



Medical Marijuana Program
Application for Registration as
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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	n/a	Means of egress doors shall meet the requirements of this section.	minimum width of 32"	34" clear provided
30	Interior Stairs	1009	n/a	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.	n/a	n/a
31	Ramps	1010.1	n/a	Identify the following information of each ramp, on the Building Plan(s): width; total vertical rise; length of ramp; and handrail height.	n/a	n/a
32	Common Path of Travel	1014.3	n/a	Identify on the Building Plan(s): the length of the "Common Path of Travel" per each room as per applicable building code requirements.	not to exceed 75 feet	less than 75 feet
33	Exit Doorway Arrangement	1015	n/a	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.	2 exits required	2 exits provided
34	Corridor Fire Rating	1017.1	n/a	Identify, on the Building Plan(s): all corridors with required fire resistance and the applicable fire rating.	none required for B occup with sprinkler	none provided



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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	n/a	Identify on the Building Plan(s): the width of all corridors. Provide applicable code section(s) and requirement(s).	44 inches	minimum 60 inches
36	Dead End Corridor	1017.3	n/a	Corridors shall not exceed the maximum dead end corridor length as per applicable code.	20 feet maximum	none
37	Number of Exits and Continuity	1019	n/a	Identify on the Building Plan(s): required number of exits, continuity and arrangement as per the applicable code requirements.	2 exit required	2 exit provided
38	Vertical Exit Enclosures	1020	n/a	Identify on the Building Plan(s): all applicable code requirements for each Vertical Exit Enclosure.	2- hour rated	existing 2- hour rated provided
39	Exit Passageways	1021	n/a	Identify on the Building Plan(s): all applicable code requirements for each Exit Passageway.	n/a	n/a
40	Horizontal Exits	1022	n/a	Identify on the Building Plan(s): all applicable code requirements for each Horizontal Exit.	n/a	n/a



Medical Marijuana Program
Application for Registration as
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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	n/a	Identify on the Building Plan(s): all applicable code requirements for each exterior exit ramps and stairways.	n/a	n/a
42	Exit Discharge	1024	n/a	Identify on the Building Plan(s): all applicable code requirements for each Exit Discharge.	Exits must discharge to the public way	Egress is provided to public way
43	Accessibility	1101.1 - 1110 & ICC/A117.1(03)	n/a	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.	Accessible routes, facilities and parking required	Accessible routes, facilities and parking provided
44	Energy Conservation	2010 NYS ECCC & IECC 2012	n/a	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).	see Additional Information at end of form	see Additional Information at end of form
45	Emergency & Standby Power	2702.1	n/a	Identify emergency & Standby Power locations and specifications of the system to be provided.	not required	natural gas fueled generator system
46	Smoke Control Systems	2702.2.2	n/a	Identify the Standby power for smoke control systems in accordance with Section 909.11 of NYS Building Code.	n/a	n/a



PROPRIETARY INFORMATION

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	n/a	Identify on the Building Plan(s): the minimum plumbing facilities as per applicable plumbing code(s).	E - 1/25 / V - 1/75	E - 2/25 / V - 2/75
48	Available Street Water Pressure		n/a	Provide the available street or well water pressure.	85 psi	85 psi
49	Fire Apparatus Access Road	FC503.1	n/a	Identify on the Site Plan: Fire Apparatus Road, Fire Lane and other Fire Service requirements per applicable Building and Fire Codes.	Required to extend to within 300' of the building	Fire app. access is provided. Max distance is 100'

Appendix B
Compassionate Care WNY, LLC
Dispensing Facility – Auburn, NY

Additional Information
Item No. 11
Topic: Fire Resistance Rating Requirements for Building Elements

PROPRIETARY INFORMATION

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Appendix B
Compassionate Care WNY, LLC
Dispensing Facility - Auburn, NY

Additional Information
Item No. 26
Topic: Occupant Load (3 pages)

PROPRIETARY INFORMATION

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PROPRIETARY INFORMATION

		PHARMACISTS ONLY TO RETRIEVE MEDICATION WHILE CUSTOMERS WAIT IN CONSULTING ROOMS			
110	CONSULT ROOM	PRIVATE ONE-ON-ONE MEETING ROOM FOR CUSTOMER AND PHARMACIST	BUSINESS	100	91
111	CONSULT ROOM	PRIVATE ONE-ON-ONE MEETING ROOM FOR CUSTOMER AND PHARMACIST	BUSINESS	100	91
112	CONSULT ROOM	PRIVATE ONE-ON-ONE MEETING ROOM FOR CUSTOMER AND PHARMACIST	BUSINESS	100	91
113	CONSULT ROOM	PRIVATE ONE-ON-ONE MEETING ROOM FOR CUSTOMER AND PHARMACIST	BUSINESS	100	91
114	CONSULT ROOM	PRIVATE ONE-ON-ONE MEETING ROOM FOR CUSTOMER AND PHARMACIST	BUSINESS	100	91
115	CORRIDOR	CIRCULATION	NOT OCCUPIED		
116	DISPENSARY	STORAGE AND WORK AREAS FOR DISPENSING FOR FINAL END PRODUCTS	BUSINESS	100	806
117	ADMINISTRATION	OPEN OFFICE FOR SUPPORT STAFF	BUSINESS	100	495
118	STAFF ROOM	BREAK SPACE AND LOCKER TYPE STORAGE FOR EMPLOYEES	LOCKER ROOM	50	240
118A	UNISEX TOILET	SUPPORT	NOT OCCUPIED	50	240
119	AUDIT OFFICE	ADMINISTRATIVE	BUSINESS	100	148
120	OFFICE	ADMINISTRATIVE	BUSINESS	100	176
121	OFFICE	ADMINISTRATIVE	BUSINESS	100	212
122	SECURITY OFFICE		BUSINESS	100	141

					TOTAL OCCUPANTS

ROOM NUMBER	ROOM NAME	FUNCTION PER NYSBC TABLE 1004.1.1	OCCUPANTS PER SF PER NYSBC TABLE 1004.1.1	ACTUAL SPACE SIZE (SF)	CALCULATED OCCUPANT LOAD
100	VESTIBULE	NOT OCCUPIED			
101	WAITING	BUSINESS	100	257	3
101A	UNISEX TOILET	NOT OCCUPIED			
102	RECEPTION	BUSINESS	100	152	2
103	SECURITY OFFICE	BUSINESS	100	136	2
104	AUDIT OFFICE	BUSINESS	100	104	2
105	CORRIDOR	NOT OCCUPIED			
106	CONSULT ROOM	BUSINESS	100	77	1
107	PHARMACIST OFFICE	BUSINESS	100	137	2
108	UNISEX TOILET	NOT OCCUPIED			
109	CONSULT ROOM	BUSINESS	100	75	1
110	CONSULT ROOM	BUSINESS	100	71	1
111	CONSULT ROOM	BUSINESS	100	73	1
112	SECURE VESTIBULE	NOT OCCUPIED			
113	STAFF ROOM	LOCKER ROOM	50	177	4
113A	UNISEX TOILET	NOT OCCUPIED			
114	DISPENSARY	BUSINESS	100	545	6
114A	PASS THRU	BUSINESS	100	48	1
115	SECURE RECEIVING	BUSINESS	100	183	2
116	SECURE VEHICLE ENTRY	BUSINESS	100	366	4
				TOTAL OCCUPANTS	32

Appendix B
Compassionate Care WNY, LLC
Dispensing Facility - Auburn, NY

Additional Information
Item No. 27
Topic: Egress Width

PROPRIETARY INFORMATION

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Appendix B
Compassionate Care WNY, LLC
Dispensing Facility - Auburn, NY

Additional Information
Item No. 44
Topic: Energy Conservation

PROPRIETARY INFORMATION

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Appendix B
Compassionate Care WNY, LLC
Dispensing Facility - Auburn, NY

Outline Specification Narrative

PROPRIETARY INFORMATION

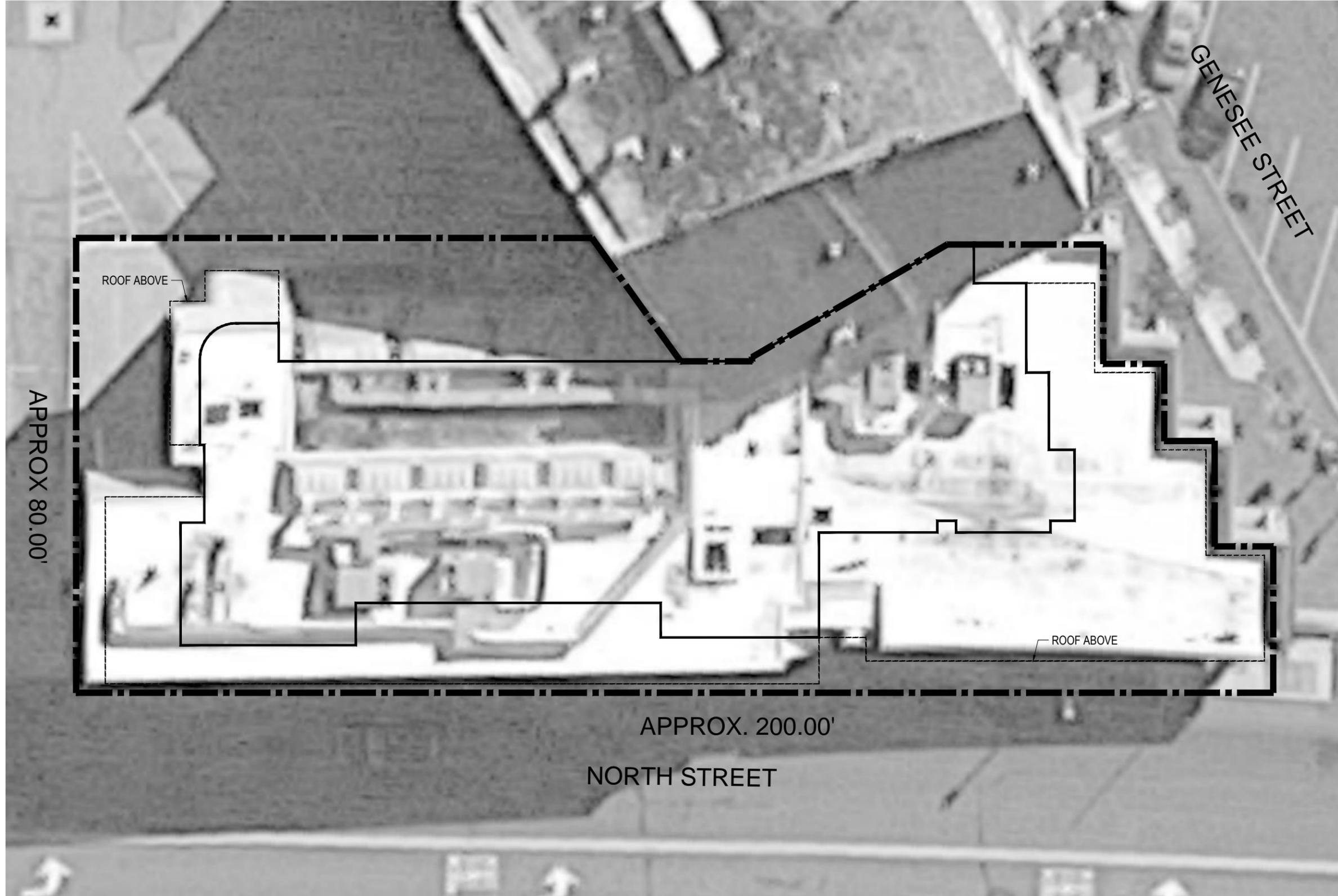
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Appendix B
Compassionate Care WNY, LLC
Dispensing Facility – Auburn, NY

Construction Time Line

PROPRIETARY INFORMATION

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1 SITE PLAN
1/8" = 1'-0"



NOTE: BOUNDARY AND TOPOGRAPHIC SURVEY INFORMATION FOR THIS SITE WAS UNAVAILABLE AT TIME OF SUBMISSION. THE SITE IS KNOWN TO BE OF SUFFICIENT SIZE AND HAS EXISTING ACCESS TO PUBLIC ROADWAYS THAT WILL ACCOMODATE THE INTENDED USE. NEW SECURITY MEASURES, FIRE APPARATUS ACCESS, ACCESSABLE PATHS , AND OTHER REQUIREMENTS WILL BE ESTABLISHED SO AS TO MIMIC SAME AT THE DISPENSING FACILITY IN ORCHARD PARK, NEW YORK.

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Signature & Seal:

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Client: COMPASSIONATE CARE WNY, LLC

Project: DISPENSING FACILITY

Project Address: 63 GENESEE STREET
AUBURN, NEW YORK 13021

Drawing History:

#	Date	Description

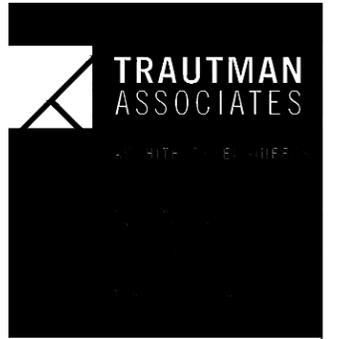
Project Status: **NOT FOR CONSTRUCTION - PRELIMINARY**

Date: 6/4/15

Project Number: 15026

Sheet Title: SITE PLAN

Sheet Number: **C-01**



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Client: COMPASSIONATE CARE WNY, LLC

Project: DISPENSING FACILITY

Project Address: 63 GENESEE STREET AUBURN, NEW YORK 13021

Drawing History: # Date Description

Project Status: NOT FOR CONSTRUCTION - PRELIMINARY
Date: 6/4/15
Project Number: 15026
Sheet Title: FIRST FLOOR CODE REVIEW AND EXITING PLAN

Sheet Number: C-02

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



ARCHITECTS ENGINEERS

PROPRIETARY
INFORMATION

Signature & Seal:

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Client: COMPASSIONATE
CARE WNY, LLC

Project: DISPENSING FACILITY

Project Address: 63 GENESEE STREET
AUBURN, NEW YORK 13021

Drawing History: # Date Description

Project Status: **NOT FOR
CONSTRUCTION -
PRELIMINARY**
Date: 6/4/15
Project Number: 15026
Sheet Title: FIRST FLOOR
SECURITY PLAN

Sheet Number: **C-03**

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ARCHITECTS ENGINEERS

100 WEST 42ND STREET
NEW YORK, NY 10018
TEL: 212 692 4000
WWW.TAASSOCIATES.COM

**PROPRIETARY
INFORMATION**

Signature & Seal:

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Client: COMPASSIONATE
CARE WNY, LLC

Project: DISPENSING FACILITY

Project Address: 63 GENESEE STREET
AUBURN, NEW YORK 13021

Drawing History:

#	Date	Description
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Project Status: NOT FOR
CONSTRUCTION -
PRELIMINARY

Date: 6/4/15

Project Number: 15006

Sheet Title: FIRST FLOOR
MEP PLAN

Sheet Number: C-04



**Department
of Health**

Medical Marijuana Program
Application for Registration as
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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:	Compassionate Care WNY, LLC
Facility Type:	Manufacturing Facility <input type="checkbox"/> Dispensing Facility <input checked="" type="checkbox"/>
Use and Occupancy Classification:	Group B - Business
Building Construction Type and Classification:	Non-combustible, Type 2B
Facility Address:	602 Mamaronek Avenue, White Plains, New York 10605
Primary Contact Telephone number:	716-951-5880
Primary Contact Fax number:	716-826-2085
PART I – ARCHITECTURAL PROGRAM & CONSTRUCTION TIMELINE:	
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



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PROPRIETARY INFORMATION

Appendix B – Architectural Program

PART IV – BUILDING CODE COMPLIANCE: (pages 3-13)		
CHECK ALL APPLICABLE CODES FOR THE FACILITY		
<input checked="" type="checkbox"/>		2010 BUILDING CODE OF NYS
<input checked="" type="checkbox"/>		2010 FIRE CODE OF NYS
<input checked="" type="checkbox"/>		2010 PLUMBING CODE OF NYS
<input checked="" type="checkbox"/>		2010 MECHANICAL CODE OF NYS
<input checked="" type="checkbox"/>		2010 FUEL GAS CODE OF NYS
<input checked="" type="checkbox"/>		2010 PROPERTY MAINTENANCE CODE OF NYS
<input checked="" type="checkbox"/>		2010 ENERGY CONSERVATION CONSTRUCTION CODE OF NYS
<input checked="" type="checkbox"/>		2012 IECC COMMERCIAL PROVISIONS
<input checked="" type="checkbox"/>		2010 EXISTING BUILDING CODE OF NYS
<input checked="" type="checkbox"/>		NEC NATIONAL ELECTRIC CODE, (Specify Applicable Version) 2008
<input type="checkbox"/>		2014 NY CITY CONSTRUCTION CODE
<input type="checkbox"/>		2008 NY CITY CONSTRUCTION CODE
<input type="checkbox"/>		1968 NY CITY CONSTRUCTION CODE
<input checked="" type="checkbox"/>		NFPA 101-06 LIFE SAFETY CODE
<input checked="" type="checkbox"/>		ICC/ANSI A117.1-03 ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES
<input type="checkbox"/>		OTHER



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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 type="checkbox"/> Change of Occupancy <input type="checkbox"/> Addition <input type="checkbox"/> Historic Building	<input type="checkbox"/> Demolition <input 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 checked="" 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, ECC: 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	n/a	Use & occupancy of this facility. Identify all applicable materials, class and quantities regarding Table 307.1.	Classified by Occupancy	Group B - Business



Medical Marijuana Program
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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	n/a	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.	n/a	n/a
3	Hazardous Materials	414	n/a	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.	n/a	n/a
4	Hazardous Materials Control Areas	414.2	n/a	Provide additional information indicating number, size, materials stored, and quantity of each material.	n/a	n/a
5	Building Area & Height	501-507	n/a	Provide the building area & height Provide all calculations and cite applicable code sections for increased Building Area & Heights allowed per building code(s).	4-story 23,400 square feet	2-story 11,600 square feet
6	Incidental Use Areas	508.2	n/a	Identify all Incidental Use Areas and required fire separation of occupancies on Building Plans.	n/a	n/a



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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
7	Mixed Occupancies	508.3	n/a	Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	n/a	n/a
8	Nonseparated Uses	508.3.2	n/a	Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	n/a	n/a
9	Separated Uses (Ratio < 1)	508.3.3	n/a	Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	n/a	n/a
10	Construction Classification	602	n/a	Provide Construction Classification per each building included in Application.	Type 1, 2, 3 or 4	Non-combustible Type 2B
11	Fire Resistance Rating Req'm't for Building Elements	Table 601	n/a	Provide Fire Resistance Rating per each building element as per Table 601. Identify rating & elements on Building Plans.	see Additional Information at end of form	see Additional Information at end of form



PROPRIETARY INFORMATION

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	n/a	Identify required fire resistance rating of exterior walls on Building Plan(s).	0 - hour	0 - hour
13	Exterior Fire Separation Distance	Table 602	n/a	Identify required fire separation distance of exterior walls between Buildings on Plan.	less than 5 feet 1-hour rating required	existing 1-hour rating provided
14	Fire Walls	705	n/a	Provide code information and identify all applicable required Fire Wall(s) and fire resistance requirement on Building Plans.	n/a	n/a
15	Fire Barriers	706	n/a	Provide code information and identify all applicable required Fire Barrier(s) and fire resistance requirement on Building Plans.	2-hour between fire areas	existing 2-hour provided
16	Shaft Enclosures	707	n/a	Provide code information and identify all applicable required Shaft Wall(s) and fire resistance requirement on Building Plans.	2-hour	existing 2-hour provided
17	Fire Partitions	708	n/a	Provide code information and identify all applicable required Fire Partition(s) and fire resistance requirement on Building Plans.	n/a	n/a



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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	n/a	Provide code information and identify all applicable required Horizontal Assemblies and fire resistance requirement on Building Plans.	n/a	n/a
19	Fire Protection: Sprinkler System	903	n/a	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.	fully sprinklered NFPA 13	fully sprinklered NFPA 13
20	Alt. Fire Extinguishing System	904	n/a	Provide code information of all applicable requirements for Alternative Automatic Fire-Extinguishing Systems with code section(s) cited.	NFPA 10	NFPA 10
21	Standpipe System	905	n/a	Provide code information of all applicable requirements for Standpipe Systems with code section(s) cited.	n/a	n/a
22	Fire Alarm & Detection Systems	907	n/a	Provide code information of all applicable requirements for Fire Alarm System(s) with code section cited. Indicate Type of Fire Alarm System <input type="checkbox"/> Addressable <input checked="" type="checkbox"/> Hardwired (zoned)	not required	digital addressable system with automatic detection and notification provided



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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	n/a	Provide code information of all applicable requirements for Emergency Alarm Systems with code section cited.	n/a	n/a
24	Fire Department Connections	912	n/a	Identify Fire Department connections in accordance with NFPA applicable standard.	NFPA 13	NFPA 13
25	Exits	1001.1 & 2	n/a	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.	Required exits must meet occupant load and travel distance minimums	Provided exits meet occupant load and travel distance minimums
26	Occupant Load	1004 & Table 1004.1.1	n/a	Identify the use/name of each room, dimensions of each room, and Occupant Loads per each room on the Building Plans.	see Additional Information at end of form	see Additional Information at end of form
27	Egress Width	1005	n/a	Provide egress widths & cite applicable code section(s) and requirement(s) on the Building Plans	see Additional Information at end of form	see Additional Information at end of form +
28	Accessible Means of Egress	1007.1	n/a	Provide accessible means of egress as per Section 1007 & cite applicable code section(s) and requirement(s) on the Building Plans.	Not less than 1 accessible exit is required	1 accessible exit is provided



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29	Doors, Gates, and Turnstiles	1008	n/a	Means of egress doors shall meet the requirements of this section.	minimum width of 32"	34" clear provided
30	Interior Stairs	1009	n/a	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.	n/a	n/a
31	Ramps	1010.1	n/a	Identify the following information of each ramp, on the Building Plan(s): width; total vertical rise; length of ramp; and handrail height.	n/a	n/a
32	Common Path of Travel	1014.3	n/a	Identify on the Building Plan(s): the length of the "Common Path of Travel" per each room as per applicable building code requirements.	not to exceed 75 feet	less than 75 feet
33	Exit Doorway Arrangement	1015	n/a	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.	2 exits required	3 exits provided
34	Corridor Fire Rating	1017.1	n/a	Identify, on the Building Plan(s): all corridors with required fire resistance and the applicable fire rating.	none required for B occup with sprinkler	none provided



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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
35	Corridor Width	1017.2	n/a	Identify on the Building Plan(s): the width of all corridors. Provide applicable code section(s) and requirement(s).	44 inches	minimum 60 inches
36	Dead End Corridor	1017.3	n/a	Corridors shall not exceed the maximum dead end corridor length as per applicable code.	20 feet maximum	none
37	Number of Exits and Continuity	1019	n/a	Identify on the Building Plan(s): required number of exits, continuity and arrangement as per the applicable code requirements.	2 exit required	3 exits provided
38	Vertical Exit Enclosures	1020	n/a	Identify on the Building Plan(s): all applicable code requirements for each Vertical Exit Enclosure.	2- hour rated	existing 2- hour rated provided
39	Exit Passageways	1021	n/a	Identify on the Building Plan(s): all applicable code requirements for each Exit Passageway.	n/a	n/a
40	Horizontal Exits	1022	n/a	Identify on the Building Plan(s): all applicable code requirements for each Horizontal Exit.	n/a	n/a



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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	n/a	Identify on the Building Plan(s): all applicable code requirements for each exterior exit ramps and stairways.	n/a	n/a
42	Exit Discharge	1024	n/a	Identify on the Building Plan(s): all applicable code requirements for each Exit Discharge.	Exits must discharge to the public way	Egress is provided to public way
43	Accessibility	1101.1 - 1110 & ICC/A117.1(03)	n/a	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.	Accessible routes, facilities and parking required	Accessible routes, facilities and parking provided
44	Energy Conservation	2010 NYS ECCC & IECC 2012	n/a	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).	see Additional Information at end of form	see Additional Information at end of form
45	Emergency & Standby Power	2702.1	n/a	Identify emergency & Standby Power locations and specifications of the system to be provided.	not required	natural gas fueled generator system
46	Smoke Control Systems	2702.2.2	n/a	Identify the Standby power for smoke control systems in accordance with Section 909.11 of NYS Building Code.	n/a	n/a



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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	n/a	Identify on the Building Plan(s): the minimum plumbing facilities as per applicable plumbing code(s).	E - 1/25 / V - 1/75	E - 2/25 / V - 2/75
48	Available Street Water Pressure		n/a	Provide the available street or well water pressure.	85 psi	85 psi
49	Fire Apparatus Access Road	FC503.1	n/a	Identify on the Site Plan: Fire Apparatus Road, Fire Lane and other Fire Service requirements per applicable Building and Fire Codes.	Required to extend to within 300' of the building	Fire app. access is provided. Max distance is 100'

Appendix B
Compassionate Care WNY, LLC
Dispensing Facility – White Plains, NY

Additional Information
Item No. 11
Topic: Fire Resistance Rating Requirements for Building Elements

PROPRIETARY INFORMATION

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

Appendix B
Compassionate Care WNY, LLC
Dispensing Facility – White Plains, NY

Additional Information
Item No. 26
Topic: Occupant Load (2 pages)

PROPRIETARY INFORMATION

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

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

Appendix B
Compassionate Care WNY, LLC
Dispensing Facility – White Plains, NY

Additional Information
Item No. 27
Topic: Egress Width

PROPRIETARY INFORMATION

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

Appendix B
Compassionate Care WNY, LLC
Dispensing Facility – White Plains, NY

Additional Information
Item No. 44
Topic: Energy Conservation

PROPRIETARY INFORMATION

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

Appendix B
Compassionate Care WNY, LLC
Dispensing Facility – White Plains, NY

Outline Specification Narrative

PROPRIETARY INFORMATION

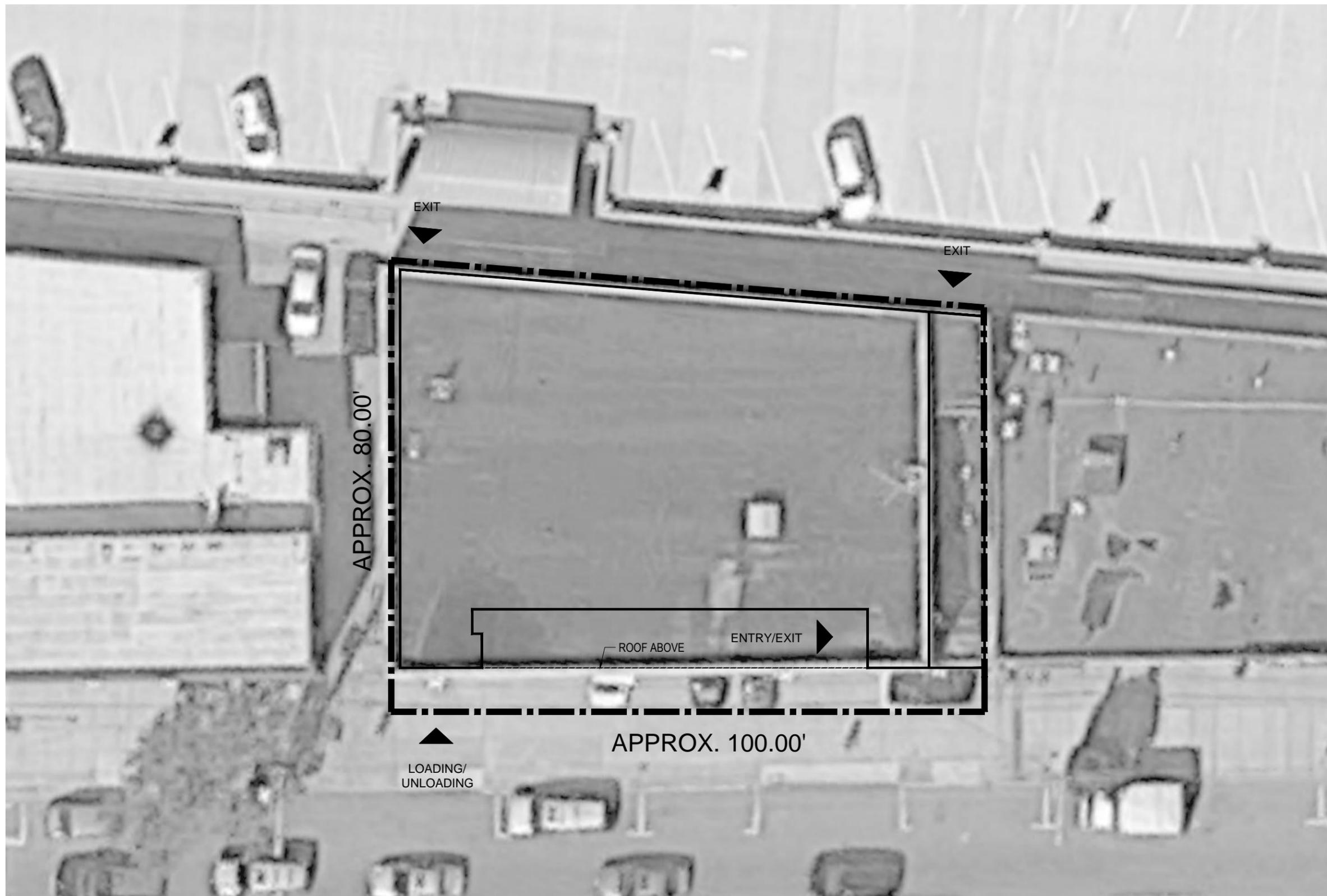
Redacted pursuant to N.Y. Public Officers Law, Art. 6

Appendix B
Compassionate Care WNY, LLC
Dispensing Facility – White Plains, NY

Construction Time Line

PROPRIETARY INFORMATION

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



1 SITE PLAN
1/8" = 1'-0"

NOTE: BOUNDARY AND TOPOGRAPHIC SURVEY INFORMATION FOR THIS SITE WAS UNAVAILABLE AT TIME OF SUBMISSION. THE SITE IS KNOWN TO BE OF SUFFICIENT SIZE AND HAS EXISTING ACCESS TO PUBLIC ROADWAYS THAT WILL ACCOMODATE THE INTENDED USE. NEW SECURITY MEASURES, FIRE APPARATUS ACCESS, ACCESSABLE PATHS , AND OTHER REQUIREMENTS WILL BE ESTABLISHED SO AS TO MIMIC SAME AT THE DISPENSING FACILITY IN ORCHARD PARK, NEW YORK.

PROPRIETARY INFORMATION

Signature & Seal:

WARNING: ALTERATIONS TO THIS DOCUMENT NOT CONFORMING TO SECTION 7209.2 OR 69-5(B) STATE EDUCATION LAW, ARE PROHIBITED. NOT PUBLISHED. ALL RIGHTS RESERVED.

Client: COMPASSIONATE CARE WNY, LLC

Project: DISPENSING FACILITY

Project Address: 602 MAMARONECK AVENUE
WHITE PLAINS, NEW YORK 10605

Drawing History: # Date Description

Project Status: **NOT FOR CONSTRUCTION - PRELIMINARY**
Date: 6/4/15
Project Number: 15026
Sheet Title: SITE PLAN

Sheet Number: **D-01**



ARCHITECTS

100 WEST 42ND STREET

NEW YORK, NY 10018

TEL: 212 512 2000

FAX: 212 512 2001

WWW.TRAUTMANASSOCIATES.COM

PROPRIETARY
INFORMATION

Signature & Seal:

WARNING: ALTERATIONS TO THIS
DOCUMENT NOT CONFORMING TO
SECTION 7209.2 OR 69-5(b) STATE
EDUCATION LAW, ARE PROHIBITED.
NOT PUBLISHED. ALL RIGHTS RESERVED.

Client: COMPASSIONATE
CARE WNY, LLC

Project: DISPENSING FACILITY

Project Address: 602 MAMARONECK AVENUE
WHITE PLAINS, NEW YORK 10605

Drawing History: # Date Description

Project Status: **NOT FOR
CONSTRUCTION -
PRELIMINARY**
Date: 6/4/15
Project Number: 15026
Sheet Title: FIRST FLOOR
CODE REVIEW AND
EXITING PLAN

Sheet Number: **D-02**

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



TRAUTMAN ASSOCIATES

ARCHITECTS
PLANNERS
ENGINEERS

PROPRIETARY
INFORMATION

Signature & Seal:

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Client: COMPASSIONATE CARE WNY, LLC

Project: DISPENSING FACILITY

Project Address: 602 MAMARONECK AVENUE
WHITE PLAINS, NEW YORK 10605

Drawing History:

#	Date	Description
---	------	-------------

Project Status: **NOT FOR CONSTRUCTION - PRELIMINARY**

Date: 6/4/15

Project Number: 15026

Sheet Title: FIRST FLOOR SECURITY PLAN

Sheet Number: **D-03**

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



PROPRIETARY
INFORMATION

Signature & Seal:

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Client: COMPASSIONATE
CARE WNY, LLC

Project: DISPENSING FACILITY

Project Address: 602 MAMARONECK AVENUE
WHITE PLAINS, NEW YORK 10605

Drawing History: # Date Description

Project Status: **NOT FOR
CONSTRUCTION -
PRELIMINARY**
Date: 6/4/15
Project Number: 15006
Sheet Title: **FIRST FLOOR
MEP PLAN**

Sheet Number: **D-04**



**Department
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Medical Marijuana Program
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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:	Compassionate Care WNY, LLC
Facility Type:	Manufacturing Facility <input type="checkbox"/> Dispensing Facility <input checked="" type="checkbox"/>
Use and Occupancy Classification:	Group B - Business
Building Construction Type and Classification:	Non-combustible, Type 2B
Facility Address:	1853 Western Avenue, Albany, New York 12203
Primary Contact Telephone number:	716-951-5880
Primary Contact Fax number:	716-826-2085
PART I – ARCHITECTURAL PROGRAM & CONSTRUCTION TIMELINE:	
Applicant shall identify planning requirements, including but not limited to:	
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PART IV – BUILDING CODE COMPLIANCE: (pages 3-13)		
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<input checked="" type="checkbox"/>		2010 ENERGY CONSERVATION CONSTRUCTION CODE OF NYS
<input checked="" type="checkbox"/>		2012 IECC COMMERCIAL PROVISIONS
<input checked="" type="checkbox"/>		2010 EXISTING BUILDING CODE OF NYS
<input checked="" type="checkbox"/>		NEC NATIONAL ELECTRIC CODE, (Specify Applicable Version) 2008
<input type="checkbox"/>		2014 NY CITY CONSTRUCTION CODE
<input type="checkbox"/>		2008 NY CITY CONSTRUCTION CODE
<input type="checkbox"/>		1968 NY CITY CONSTRUCTION CODE
<input checked="" type="checkbox"/>		NFPA 101-06 LIFE SAFETY CODE
<input checked="" type="checkbox"/>		ICC/ANSI A117.1-03 ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES
<input type="checkbox"/>		OTHER



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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 type="checkbox"/> Change of Occupancy <input type="checkbox"/> Addition <input type="checkbox"/> Historic Building	<input type="checkbox"/> Demolition <input 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 checked="" 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						
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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
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Medical Marijuana Program
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PROPRIETARY INFORMATION

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	n/a	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.	n/a	n/a
3	Hazardous Materials	414	n/a	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.	n/a	n/a
4	Hazardous Materials Control Areas	414.2	n/a	Provide additional information indicating number, size, materials stored, and quantity of each material.	n/a	n/a
5	Building Area & Height	501-507	n/a	Provide the building area & height Provide all calculations and cite applicable code sections for increased Building Area & Heights allowed per building code(s).	4-story 23,400 square feet	1-story 2283 square feet
6	Incidental Use Areas	508.2	n/a	Identify all Incidental Use Areas and required fire separation of occupancies on Building Plans.	n/a	n/a



PROPRIETARY INFORMATION

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	n/a	Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	n/a	n/a
8	Nonseparated Uses	508.3.2	n/a	Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	n/a	n/a
9	Separated Uses (Ratio < 1)	508.3.3	n/a	Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	n/a	n/a
10	Construction Classification	602	n/a	Provide Construction Classification per each building included in Application.	Type 1, 2, 3 or 4	Non-combustible Type 2B
11	Fire Resistance Rating Req'm't for Building Elements	Table 601	n/a	Provide Fire Resistance Rating per each building element as per Table 601. Identify rating & elements on Building Plans.	see Additional Information at end of form	see Additional Information at end of form



Medical Marijuana Program
Application for Registration as
a Registered Organization

PROPRIETARY INFORMATION

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	n/a	Identify required fire resistance rating of exterior walls on Building Plan(s).	0 - hour	0 - hour
13	Exterior Fire Separation Distance	Table 602	n/a	Identify required fire separation distance of exterior walls between Buildings on Plan.	more than 30 feet	more than 50 feet
14	Fire Walls	705	n/a	Provide code information and identify all applicable required Fire Wall(s) and fire resistance requirement on Building Plans.	n/a	n/a
15	Fire Barriers	706	n/a	Provide code information and identify all applicable required Fire Barrier(s) and fire resistance requirement on Building Plans.	n/a	n/a
16	Shaft Enclosures	707	n/a	Provide code information and identify all applicable required Shaft Wall(s) and fire resistance requirement on Building Plans.	n/a	n/a
17	Fire Partitions	708	n/a	Provide code information and identify all applicable required Fire Partition(s) and fire resistance requirement on Building Plans.	n/a	n/a



PROPRIETARY INFORMATION

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	n/a	Provide code information and identify all applicable required Horizontal Assemblies and fire resistance requirement on Building Plans.	n/a	n/a
19	Fire Protection: Sprinkler System	903	n/a	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.	fully sprinklered NFPA 13	fully sprinklered NFPA 13
20	Alt. Fire Extinguishing System	904	n/a	Provide code information of all applicable requirements for Alternative Automatic Fire-Extinguishing Systems with code section(s) cited.	NFPA 10	NFPA 10
21	Standpipe System	905	n/a	Provide code information of all applicable requirements for Standpipe Systems with code section(s) cited.	n/a	n/a
22	Fire Alarm & Detection Systems	907	n/a	Provide code information of all applicable requirements for Fire Alarm System(s) with code section cited. Indicate Type of Fire Alarm System <input type="checkbox"/> Addressable <input checked="" type="checkbox"/> Hardwired (zoned)	not required	digital addressable system with automatic detection and notification provided



Medical Marijuana Program
Application for Registration as
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PROPRIETARY INFORMATION

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	n/a	Provide code information of all applicable requirements for Emergency Alarm Systems with code section cited.	n/a	n/a
24	Fire Department Connections	912	n/a	Identify Fire Department connections in accordance with NFPA applicable standard.	NFPA 13	NFPA 13
25	Exits	1001.1 & 2	n/a	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.	Required exits must meet occupant load and travel distance minimums	Provided exits meet occupant load and travel distance minimums
26	Occupant Load	1004 & Table 1004.1.1	n/a	Identify the use/name of each room, dimensions of each room, and Occupant Loads per each room on the Building Plans.	see Additional Information at end of form	see Additional Information at end of form
27	Egress Width	1005	n/a	Provide egress widths & cite applicable code section(s) and requirement(s) on the Building Plans	see Additional Information at end of form	see Additional Information at end of form +
28	Accessible Means of Egress	1007.1	n/a	Provide accessible means of egress as per Section 1007 & cite applicable code section(s) and requirement(s) on the Building Plans.	Not less than 1 accessible exit is required	1 accessible exit is provided



PROPRIETARY INFORMATION

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	n/a	Means of egress doors shall meet the requirements of this section.	minimum width of 32"	34" clear provided
30	Interior Stairs	1009	n/a	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.	n/a	n/a
31	Ramps	1010.1	n/a	Identify the following information of each ramp, on the Building Plan(s): width; total vertical rise; length of ramp; and handrail height.	n/a	n/a
32	Common Path of Travel	1014.3	n/a	Identify on the Building Plan(s): the length of the "Common Path of Travel" per each room as per applicable building code requirements.	not to exceed 75 feet	less than 75 feet
33	Exit Doorway Arrangement	1015	n/a	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.	1 exit required	2 exits provided
34	Corridor Fire Rating	1017.1	n/a	Identify, on the Building Plan(s): all corridors with required fire resistance and the applicable fire rating.	none required for B occup with sprinkler	none provided



PROPRIETARY INFORMATION

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	n/a	Identify on the Building Plan(s): the width of all corridors. Provide applicable code section(s) and requirement(s).	44 inches	minimum 60 inches
36	Dead End Corridor	1017.3	n/a	Corridors shall not exceed the maximum dead end corridor length as per applicable code.	20 feet maximum	none
37	Number of Exits and Continuity	1019	n/a	Identify on the Building Plan(s): required number of exits, continuity and arrangement as per the applicable code requirements.	1 exit required	2 exits provided
38	Vertical Exit Enclosures	1020	n/a	Identify on the Building Plan(s): all applicable code requirements for each Vertical Exit Enclosure.	n/a	n/a
39	Exit Passageways	1021	n/a	Identify on the Building Plan(s): all applicable code requirements for each Exit Passageway.	n/a	n/a
40	Horizontal Exits	1022	n/a	Identify on the Building Plan(s): all applicable code requirements for each Horizontal Exit.	n/a	n/a



Medical Marijuana Program
Application for Registration as
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PROPRIETARY INFORMATION

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	n/a	Identify on the Building Plan(s): all applicable code requirements for each exterior exit ramps and stairways.	n/a	n/a
42	Exit Discharge	1024	n/a	Identify on the Building Plan(s): all applicable code requirements for each Exit Discharge.	Exits must discharge to the public way	Egress is provided to public way
43	Accessibility	1101.1 - 1110 & ICC/A117.1(03)	n/a	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.	Accessible routes, facilities and parking required	Accessible routes, facilities and parking provided
44	Energy Conservation	2010 NYS ECCC & IECC 2012	n/a	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).	see Additional Information at end of form	see Additional Information at end of form
45	Emergency & Standby Power	2702.1	n/a	Identify emergency & Standby Power locations and specifications of the system to be provided.	not required	natural gas fueled generator system
46	Smoke Control Systems	2702.2.2	n/a	Identify the Standby power for smoke control systems in accordance with Section 909.11 of NYS Building Code.	n/a	n/a



PROPRIETARY INFORMATION

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	n/a	Identify on the Building Plan(s): the minimum plumbing facilities as per applicable plumbing code(s).	E - 1/25 / V - 1/75	E - 2/25 / V - 2/75
48	Available Street Water Pressure		n/a	Provide the available street or well water pressure.	85 psi	85 psi
49	Fire Apparatus Access Road	FC503.1	n/a	Identify on the Site Plan: Fire Apparatus Road, Fire Lane and other Fire Service requirements per applicable Building and Fire Codes.	Required to extend to within 300' of the building	Fire app. access is provided. Max distance is 100'

Appendix B
Compassionate Care WNY, LLC
Dispensing Facility – Albany, NY

Additional Information
Item No. 11

PROPRIETARY INFORMATION

Topic: Fire Resistance Rating Requirements for Building Elements

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

Appendix B
Compassionate Care WNY, LLC
Dispensing Facility - Albany, NY

Additional Information
Item No. 26
Topic: Occupant Load

PROPRIETARY INFORMATION

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

Appendix B
Compassionate Care WNY, LLC
Dispensing Facility - Albany, NY

Additional Information
Item No. 27
Topic: Egress Width

PROPRIETARY INFORMATION

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

Appendix B
Compassionate Care WNY, LLC
Dispensing Facility - Albany, NY

Additional Information
Item No. 44
Topic: Energy Conservation

PROPRIETARY INFORMATION

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

Appendix B
Compassionate Care WNY, LLC
Dispensing Facility – Albany, NY

Outline Specification Narrative

PROPRIETARY INFORMATION

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Appendix B
Compassionate Care WNY, LLC
Dispensing Facility – Albany, NY

Construction Time Line

PROPRIETARY INFORMATION

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

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



ARCHITECTS ENGINEERS

PROPRIETARY INFORMATION

Signature & Seal:

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Client: COMPASSIONATE CARE WNY, LLC

Project: DISPENSING FACILITY

Project Address: 1853 WESTERN AVENUE ALBANY, NEW YORK 12203

Drawing History: # Date Description

Project Status: NOT FOR CONSTRUCTION - PRELIMINARY
Date: 6/4/15
Project Number: 15026
Sheet Title: SITE PLAN

Sheet Number: E-01



400 STATE STREET, SUITE 200
ALBANY, NY 12203
518.537.1100

PROPRIETARY
INFORMATION

Signature & Seal:

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Client: COMPASSIONATE
CARE WNY, LLC

Project: DISPENSING FACILITY

Project Address: 1853 WESTERN AVENUE
ALBANY, NEW YORK 12203

Drawing History: # Date Description

Project Status: **NOT FOR
CONSTRUCTION -
PRELIMINARY**
Date: 6/4/15
Project Number: 15026
Sheet Title: FIRST FLOOR
CODE REVIEW AND
EXITING PLAN

Sheet Number: **E-02**

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



**TRAUTMAN
ASSOCIATES**

ARCHITECTS ENGINEERS

100 WESTERN AVENUE
ALBANY, NY 12203
518.486.1100
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PROPRIETARY
INFORMATION

Signature & Seal:

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NOT PUBLISHED. ALL RIGHTS RESERVED.

Client: COMPASSIONATE
CARE WNY, LLC

Project: DISPENSING FACILITY

Project Address: 1853 WESTERN AVENUE
ALBANY, NEW YORK 12203

Drawing History: # Date Description

Project Status: **NOT FOR
CONSTRUCTION -
PRELIMINARY**
Date: 6/4/15
Project Number: 15026
Sheet Title: FIRST FLOOR
SECURITY PLAN

Sheet Number: **E-03**

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



**TRAUTMAN
ASSOCIATES**

ARCHITECTS & ENGINEERS

PROPRIETARY
INFORMATION

Signature & Seal:

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Client: **COMPASSIONATE
CARE WNY, LLC**

Project: **DISPENSING FACILITY**

Project Address: 1853 WESTERN AVENUE
ALBANY, NEW YORK 12203

Drawing History: # Date Description

Project Status: **NOT FOR
CONSTRUCTION -
PRELIMINARY**
Date: 6/4/15
Project Number: 15006
Sheet Title: **FIRST FLOOR
MEP PLAN**

Sheet Number: **E-04**

ATTACHMENT

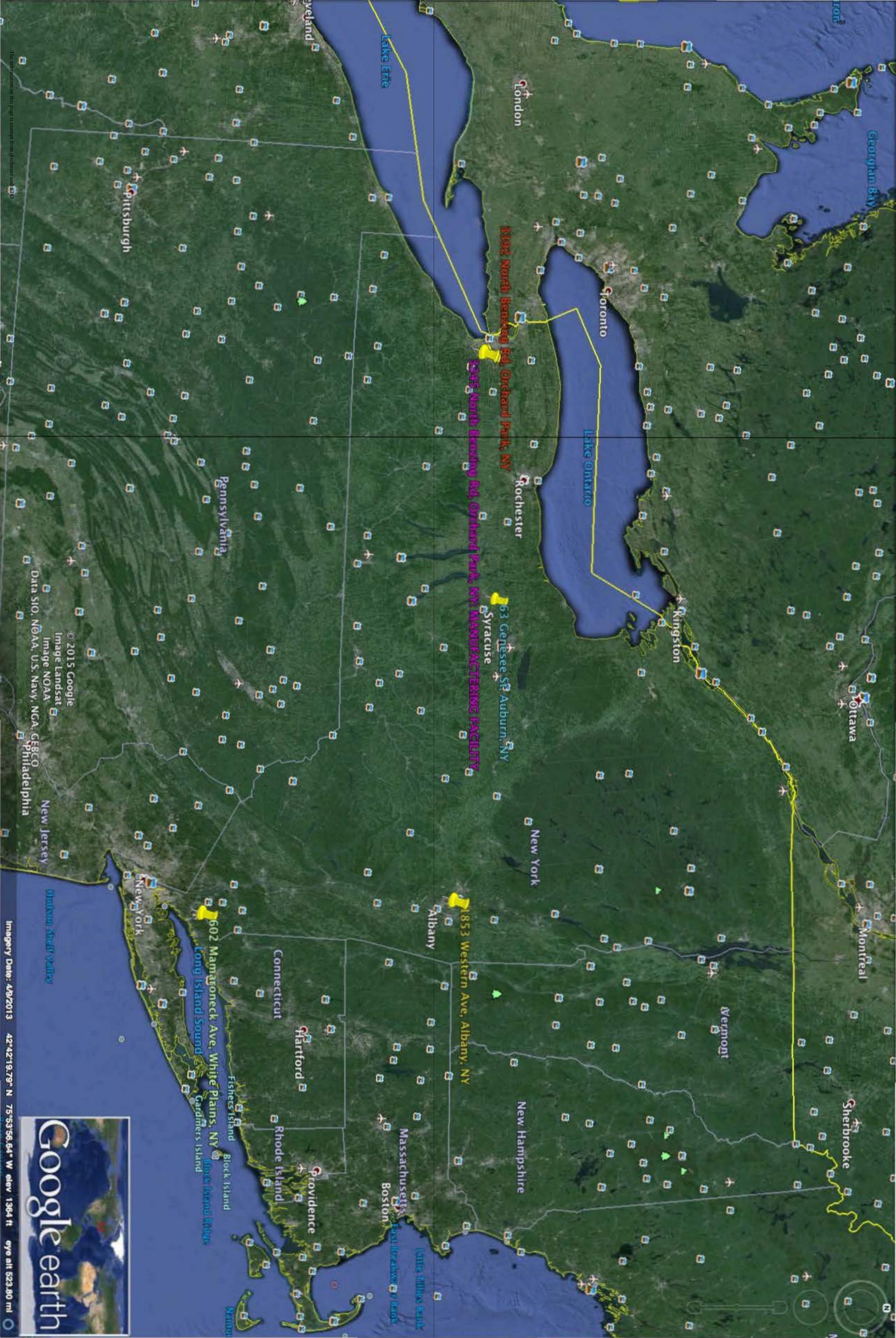
A

Attachment A

Facility Type	Facility Name	Address	County	Owner	Purchased/Leased
Manufacturing	Compassionate Care WNY Manufacturing Facility	3345 North Benzing Road Orchard Park, NY 14127	Erie	Benzing Properties LLC	Leased
Dispensing	Orchard Park Dispensing Facility	3392 North Benzing Road Orchard Park, NY 14127	Erie	QC North LLC	Leased
Dispensing	Auburn Dispensing Facility	63 Genesee Street Auburn, NY 13021	Cayuga	Compassionate Care WNY, LLC	Purchased
Dispensing	White Plains Dispensing Facility	602 Mamaroneck Ave White Plains, NY 10605	Westchester	Falcon Properties, LLC	Leased
Dispensing	Albany Dispensing Facility	1853 Western Ave Albany, NY 12203	Albany	Falcon Properties, LLC	Leased

*See Attachment C and Appendix B for details

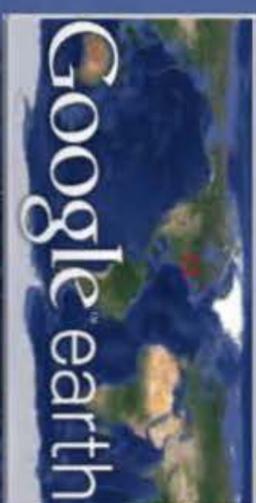
*See Attached Map for Geographical Distribution



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Image Landsat
Image NOAA
Data SIO, NOAA, U.S. Navy, NGA, GEBCO
Philadelphia
New Jersey

Imagery Date: 4/9/2013 42°42'19.79" N 75°31'56.64" W elev 1364 ft eye alt 623.80 mi



ATTACHMENT

B

Attachment B			
Equipment by Category	Units	Quantity	Purpose

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

Attachment B			
Equipment by Category	Units	Quantity	Purpose

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

Attachment B	Units	Quantity	Purpose
Equipment by Category	Redacted pursuant to N.Y. Public Officers Law, Art. 6		

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

Attachment B	Units	Quantity	Purpose
Equipment by Category			

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

Attachment B			
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Attachment B			
Equipment by Category	Units	Quantity	Purpose

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Equipment by Category	Units	Quantity	Purpose

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ATTACHMENT

C

LEASE WITH OPTION TO PURCHASE
(Medical Marijuana Manufacturing Facility)

THIS AGREEMENT made and entered into this 1st day of May, 2015, by and between BENZING PROPERTIES LLC, a New York limited liability company (the "Landlord") and COMPASSIONATE CARE WNY, LLC, a New York limited liability company (the "Tenant") (each a "Party" and collectively "Parties").

WITNESSETH

The Landlord, for and in consideration of Ten Dollars and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the payment of the Rent, as hereinafter defined, and the performance of the covenants and agreements set forth herein to be kept and performed by Tenant, does hereby demise, let and lease unto Tenant, with an express option to buy (the "Lease") the following described premises, hereinafter referred to as the "Property":

Improved industrial property commonly known as 3345 North Benzing Road, Orchard Park, New York, as further shown on Schedule "A" attached hereto and made a part hereof and in accordance with any final building plans as approved by the municipality and the Parties.

IN CONSIDERATION of the said demise and the covenants and agreements hereinafter expressed, it is covenanted and agreed as follows between Landlord and Tenant:

1. Tenant shall pay to Landlord base rent for said Property from June 5, 2015, to April 31, 2016

and thereafter for successive one year terms until mutually terminated by the Parties, each being considered to be the Term of this Lease, (37,000 sq. ft. x \$ [REDACTED] \$ [REDACTED] per Lease Term (the "Base Rent"). For the convenience of the Tenant, the Base Rent shall be broken down into monthly installments of \$ [REDACTED] and paid in accordance with the terms of this Lease. It is agreed that each monthly installment shall be paid on or before the 1st day of each month, and that any monthly installment not paid on the 1st of the month shall incur late charges in the amount of \$ [REDACTED]. Any installment not paid by the 30th of the month when due shall be considered a Default of the Lease and Landlord may declare the Tenant in Default under the terms of the Lease.

2. As additional consideration and additional rent for this Lease (the "Additional Rent") (the Base Rent and any Additional Rent shall hereinafter be collectively referred to as the "Rent"), Tenant agrees to timely pay as Additional Rent all real property taxes assessed against the Property, which become due and payable during the term of this Lease. Tenant shall, no later than 90 days after the end of each taxable period which falls wholly or partly within the term of this Lease, furnish a statement, with receipted tax bills attached, to Landlord.

3. As additional consideration and as part of the Additional Rent, Tenant shall maintain and pay for insurance covering the Property, which said policy or policies shall insure the respective interest of the Landlord and the Tenant as their interest may appear.

Any loss shall be payable to Landlord and Tenant, as their interest may appear. Tenant shall supply Landlord with insurance certificates showing said coverage and naming Landlord as an additional named insured.

4. Tenant shall use the Property for any lawful business permitted by the zoning laws as well as **THE MANUFACTURING OF MEDICAL MARIJUANA IN ACCORDANCE WITH THE PROVISIONS OF THE COMPASSIONATE CARE ACT, PHL§ 3365 AND 10 NYCRR § 1004, et seq.**

5. As additional consideration and as part of the Additional Rent, Tenant agrees to pay for all public utilities and services rendered or furnished to the Property during the term hereof including water, gas and electricity, sanitation and/or garbage removal fees.

6. As additional consideration and as part of the Additional Rent, Landlord shall not be liable to Tenant or those claiming under Tenant for any damage done to or loss of personal property located on the Property or damage or loss suffered by the business or occupation of Tenant from any cause whatsoever.

7. As additional consideration and as part of the Additional Rent for this Lease, Tenant agrees to hold harmless, defend, and indemnify Landlord from any loss, cost or damage with respect to any injury or damage claimed, including but not limited to environmental liability to the person or property by any person, firm, or corporation as a result of Tenant's

use, misuse, occupancy or possession of the Property or from any other cause whatsoever related to Tenant's use of the Property.

8. Tenant agrees that the Property will be used and occupied in a careful, safe and proper manner and that Tenant will not permit waste therein.

9. All permanent alterations and additions to the Property shall remain for the benefit of Landlord. Tenant further agrees in the event of making such alterations as herein provided, to indemnify, defend, and hold harmless Landlord from any expenses, liens, claims or damages to person or property on the Property, arising out of or resulting from the undertaking or making of said alterations or additions and immediately discharging any mechanics lien by bonding, if necessary. Tenant shall remove any non-permanent alterations upon termination of this Lease at Tenants' expense.

10. As additional consideration and as Additional Rent, Tenant shall maintain and make all necessary repairs to the Property. The intent being that Tenant shall be liable for all maintenance, repairs and replacements required to keep the Property in existing or better condition as they now are during the term of this Lease. All government permits, inspection and requirements shall be secured and paid for by Tenant. Tenant may, at its own expense, erect and maintain signs upon Property. For the avoidance of doubt, this Lease is to be deemed a "triple net lease", as that term is commonly understood in commercial leases, such that the Tenant shall, as part of the Rent, be responsible for any and all costs and liabilities associated with the Property, and to hold the

Landlord harmless, with the obligation to defend and indemnify Landlord, such that Landlord shall have no obligation for such costs or claims.

11. In the event Tenant does not exercise his Option to Purchase the Property pursuant to Paragraph 14, it shall be delivered and surrendered to Landlord at the expiration of the term of this Lease or at any other termination of this Lease, in as good condition and repair as the same shall be at the commencement of said term, normal wear and tear and tear only excepted.

12. Tenant agrees to permit Landlord or Landlord's representatives to inspect or examine the Property at any reasonable time.

13. As additional consideration and as part of the Additional Rent, during the Term of this Lease, Landlord shall not have to pay any such costs, whether or not Tenant occupies the Leasehold Property or they become vacant. In the event that Landlord shall be required to make a payment for any reason whatsoever relative to the Property during the Term of the Lease, including Landlord's legal fees and expenses to enforce Landlord's rights under this Lease, such payments shall be deemed to be payments of Additional Rent under this Lease and Tenant shall reimburse Landlord for any such payments when billed by Landlord. Landlord's right to receive reimbursement for such Additional Rent shall survive the termination of this Lease.

14. On or before the expiration of the Term of the Lease, Tenant shall have the express Option to Purchase the Property for the then fair

market value of the Property, or any other mutually agreed upon price between the Parties (the "Purchase Option"). If Tenant chooses to exercise its Purchase Option, Tenant shall notify Landlord in writing 30 days prior thereto of its intent to buy the Property. If Tenant notifies Landlord of its intent to buy the Property, Landlord and Tenant shall close the transaction pursuant to the terms of the standard Bar Association Real Property Contract being used at the time of exercise. The Parties shall close the transaction within 45 days of Tenant's receipt of an updated Search and Title Abstract (the "Closing Date"). Tenant shall be responsible for all closing costs associated with the transaction including, but not limited to, all costs incurred to obtain updated Search and Abstract of Title, survey, transfer tax and /or deed stamps and all recording fees. Any liens or title defects that effect the Property, if any, will be deducted from the purchase price and satisfied at closing on the Closing Date.

15. On the expiration of the Term of this Lease, if Tenant has not exercised its Option to Purchase the Property pursuant to paragraph 14 hereof, Tenant shall have the right to remove from the Property all non-permanent improvements and return the Property to its original condition. Tenant shall repair any damage caused by such removal and shall repair and close any holes or openings of any kind resulting from such removals in a workman-like manner.

16. Landlord covenants and agrees that if Tenant shall perform all of the covenants and agreements herein agreed to be performed on Tenant's part, and pay the Rent on a timely basis, Tenant shall

at all times during said term have peaceable and quiet enjoyment and possession of said Property without any manner of hindrance from Landlord or any person or persons claiming through Landlord.

17. In case the Property shall be destroyed, partially destroyed, or injured or otherwise so as to become untenable, the Tenant shall cause said Property to be repaired with all convenient speed and the Rent for the period required for repairs shall be paid. To the extent that monies are available, all insurance proceeds shall be used to repair the Property in such a manner that the market value, when repairs are completed, shall be equal to or greater than the market value prior to said rebuilding. Any additional cost of such repairs shall be paid by Tenant. If the Parties agree that the Property cannot reasonably be rebuilt or repaired within 12 months from the date of destruction, Landlord may elect to accept the insurance proceeds and terminate this Lease by giving a written notice to that effect to Tenant within 60 days after such destruction.

18. In the event of the happening of any of the following, or in the event Tenant fails to pay the Rent pursuant to the terms of this Lease, a Default of this Lease shall have occurred:

(a) Tenant shall fail to keep and perform any of the covenants, agreements, or conditions of this Lease on Tenant's part to be kept or performed after 30 days' notice in writing has been delivered to Tenant, except for Tenant's obligation to pay Rent, which shall not require any additional notice before Landlord may declare Tenant in Default, and such Default shall not have been cured

within said thirty (30) days; or if

(b) Tenant shall make an assignment for the benefit of creditors; or if

(c) The interest of Tenant in the Property shall be sold under execution or other regular process; or if

(d) Tenant shall be adjudged a bankrupt; or if

(e) A receiver shall be appointed for Tenant by any Court; or if

(f) Tenant shall vacate the Property and leave it unoccupied for more than 15 days in any 30-day period.

Landlord may, at Landlord's election at any time thereafter while any such condition exists, give fifteen (15) days notice to the Tenant of its intention to cancel and terminate this Lease; and if such Default or condition is not corrected or remedied within that period, this Lease and the rights of Tenant thereunder shall cease and terminate and Landlord may enter upon said Property and again have, repossess and enjoy same as if this Lease had not been made; without prejudice, however, to Landlord's right of action for breach of covenant against the Tenant, or any other action the Landlord may have against the Tenant in either law or equity. In the event of any such Default and entry by Landlord, Landlord may, but does not have an obligation to, re-let said Property for the remainder of said Term and may recover from Tenant any deficiency between the amount so obtained and the Rent hereinbefore reserved, together with any and all costs incurred by Landlord in reletting the Property, including, but not limited to, any costs of improvements, broker fees, architect fees, expert fees, attorney fees, accountant

fees, and costs for any municipal fees or costs. The commencement of a proceeding or suit in forcible entry and detainer or in ejectment or otherwise, shall be equivalent in each respect to actual entry by Landlord. Tenant shall be responsible for all costs incurred by Landlord including judicial filing fees, reasonable attorney fees, and all other fees associated with eviction and collection proceedings. Nothing in this Section 18 shall be deemed to be an election of remedies by Landlord. The rights set forth herein are cumulative to any other rights Landlord may have in law or equity.

Should Landlord declare a Default, all Rent not heretofore paid shall be accelerated and shall be due and payable to the Landlord upon demand. No actions taken by the Landlord subsequent to a Default by Tenant shall interfere with, void or terminate the acceleration of the Rent in any fashion.

NOTWITHSTANDING THE FOREGOING, OR ANY OTHER PROVISION IN THIS LEASE, 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 29 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.

19. If the Property or any material part thereof materially affecting Tenant's use of the Property be taken by virtue of eminent domain, this Lease shall terminate on the date when title vests pursuant to such taking, and the Rent shall be apportioned as of said date unless Tenant exercises its Purchase Option, at which point Tenant shall step into the shoes of the Landlord and shall receive all rights, monies or any other consideration paid for in conjunction with the eminent domain. Should tenant not exercise its Purchase Option, Tenant shall not be entitled to any part of the award or any payment in lieu thereof with respect to the unexpired portion of the Lease Term. Nothing herein contained, however, shall prevent Tenant from filing a claim for, or receiving payment for any taking of fixtures and improvements owned by the Tenant, and for moving expenses.

20. Landlord and Tenant shall supply each other with the name, address and telephone number of the person responsible for the Property and a telephone number where that person can be reached after hours.

21. Neither Party has made any representations or promises except as contained

herein and no modification of any provision hereof shall be valid unless in writing and signed by the parties hereto. Landlord has not made any representation to the Tenant that the Property is properly zoned for its intended use, or is otherwise suitable for its intended use

22. Tenant may freely assign this Agreement and any of its rights under this Agreement upon written notice to Landlord. Tenant may also freely sublease any portion of the Property.

23. The parties represent and warrant to each other that this Lease has been duly executed and that each of them has full right power and authority to enter into this Lease

24. This Lease and the rights and obligations of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the state of New York. All obligations, if any, of either party requiring any performance after the expiration of the term shall survive the expiration of the term and shall be fully enforceable in accordance with those provisions pertaining thereto

25. All notices required to be given by either party shall be delivered in writing and shall be deemed to be duly given if personally delivered, faxed, emailed, or sent by registered or certified mail to the parties addressed herein above set forth. Either party may change its address by notifying the other of such change. If any provision of this Lease shall become invalid or unenforceable, it shall not effect any other provision. No oral statement of prior written matters pertaining to the subject matter hereof

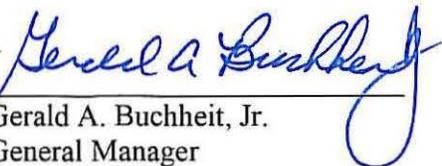
shall have any force or effect after the signing of this Lease, with all of such statements and matters being merged herein and superseded hereby. This Lease may not be modified or amended except by a writing signed by each of the parties hereto and their respective successors and assigns. A waiver by any party as to any specific provision of this Lease shall not be construed as a waiver by that party as to any other provision of this Lease. The provisions of this Lease shall be binding upon the heirs, representatives and assigns of the parties.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have set their hands, the day and year first above written.

LANDLORD:

BENZING PROPERTIES LLC

By: 
Gerald A. Buchheit, Jr.
General Manager

TENANT:

COMPASSIONATE CARE WNY, LLC
a New York limited liability company

By: CCWNY, LLC, Manager

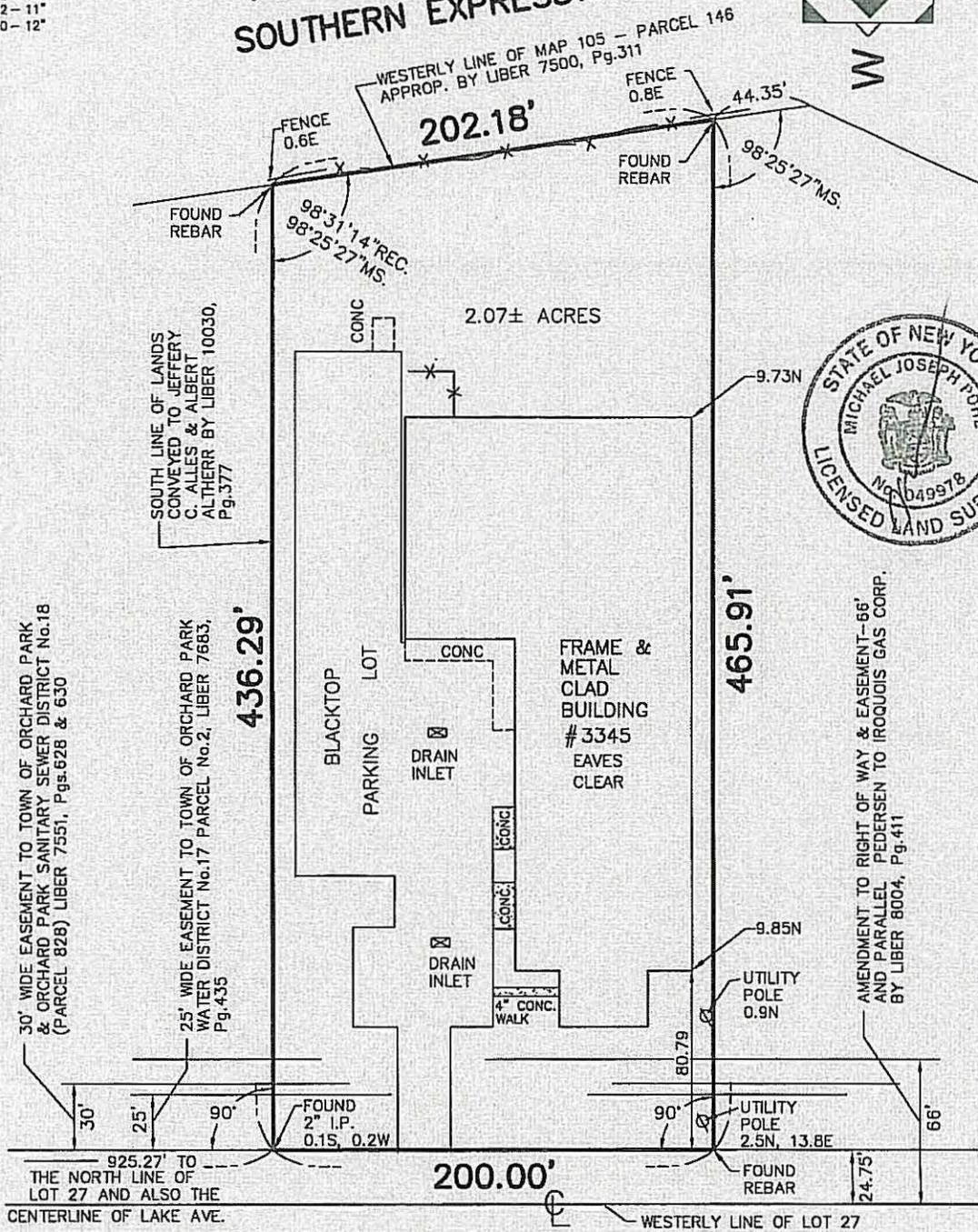
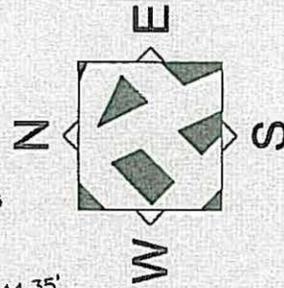

Name: Gerald A. Buchheit, Jr.
Its: General Manager

EXHIBIT A
Survey

Feet	Inches
0.08	1
0.17	2
0.25	3
0.33	4
0.42	5
0.50	6
0.58	7
0.67	8
0.75	9
0.83	10
0.92	11
1.00	12

NOTE: THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE AND IS SUBJECT TO ANY STATE OF FACTS THAT MAY BE REVEALED BY AN EXAMINATION OF SUCH

NEW YORK STATE SOUTHERN EXPRESSWAY



BENZING (49.5' WIDE) ROAD

LOCATION: TOWN OF ORCHARD PARK		SCALE: 1"=60'	FoitAlbert ASSOCIATES Successor to the records of Charles E. Dwyer, PLS	
COUNTY OF ERIE, STATE OF NEW YORK		DRAWN BY: M. POHL		
PART OF LOT 27, TOWNSHIP 10, RANGE 7 OF THE BUFFALO CREEK RESERVATION		CHECKED BY: M. POHL	Architecture, Engineering, Surveying.	753 Main Street Buffalo, New York 14203
MAP COVER:		RESURVEY: 9/15/2014	Unauthorized alteration or addition to any survey, drawing, design, specification, plan or report is a violation of Section 7209, Provision 2 of the New York State Education Law. Only copies from the original of this survey map marked with an original of the land surveyor's embossed seal and signature shall be considered to be valid true copies.	
SUBLOT(S):		DATE: DEC. 28, 1999	Copyright, Foit-Albert Associates, all rights reserved. No portion of this drawing may be reproduced, stored or transmitted by any means without prior written permission of the architect, engineer or surveyor.	
REVISIONS:		JOB No.: 14-37631		
NO COR. MON. SET				

LEASE WITH OPTION TO PURCHASE
(Medical Marijuana Dispensing Facility – Orchard Park)

THIS AGREEMENT made and entered into this 1st day of May, 2015, by and between QC NORTH LLC, a New York limited liability company (the "Landlord") and COMPASSIONATE CARE WNY, LLC, a New York limited liability company (the "Tenant") (each a "Party" and collectively "Parties").

WITNESSETH

The Landlord, for and in consideration of Ten Dollars and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the payment of the Rent, as hereinafter defined, and the performance of the covenants and agreements set forth herein to be kept and performed by Tenant, does hereby demise, let and lease unto Tenant, with an express option to buy (the "Lease") the following described premises, hereinafter referred to as the "Property":

Real property commonly known as 3392 North Benzing Road, Orchard Park, New York, as further shown on Schedule "A" attached hereto and made a part hereof.

IN CONSIDERATION of the said demise and the covenants and agreements hereinafter expressed, it is covenanted and agreed as follows between Landlord and Tenant:

1. Tenant shall pay to Landlord base rent for said Property from May 1, 2015, to April 31, 2016 and thereafter for successive one year terms until mutually terminated by the Parties, each being

considered to be the Term of this Lease, (3360 sq. ft. x \$ [REDACTED] \$ [REDACTED] per Lease Term (the "Base Rent"). For the convenience of the Tenant, the Base Rent shall be broken down into monthly installments of \$ [REDACTED] and paid in accordance with the terms of this Lease. It is agreed that each monthly installment shall be paid on or before the 1st day of each month, and that any monthly installment not paid on the 1st of the month shall incur late charges in the amount of \$ [REDACTED]. Any installment not paid by the 30th of the month when due shall be considered a Default of the Lease and Landlord may declare the Tenant in Default under the terms of the Lease.

2. As additional consideration and additional rent for this Lease (the "Additional Rent") (the Base Rent and any Additional Rent shall hereinafter be collectively referred to as the "Rent"), Tenant agrees to timely pay as Additional Rent all real property taxes assessed against the Property, which become due and payable during the term of this Lease. Tenant shall, no later than 90 days after the end of each taxable period which falls wholly or partly within the term of this Lease, furnish a statement, with receipted tax bills attached, to Landlord.

3. As additional consideration and as part of the Additional Rent, Tenant shall maintain and pay for insurance covering the Property, which said policy or policies shall insure the respective interest of the Landlord and the Tenant as their interest may appear. Any loss shall be payable to Landlord and Tenant, as their interest may appear. Tenant shall supply

Landlord with insurance certificates showing said coverage and naming Landlord as an additional named insured.

4. Tenant shall use the Property for any lawful business permitted by the zoning laws **INCLUDING THE DISPENSING OF MEDICAL MARIJUANA IN ACCORDANCE WITH THE PROVISIONS OF THE COMPASSIONATE CARE ACT, PHL§ 3365 AND 10 NYCRR § 1004, et seq.**

5. As additional consideration and as part of the Additional Rent, Tenant agrees to pay for all public utilities and services rendered or furnished to the Property during the term hereof including water, gas and electricity, sanitation and/or garbage removal fees.

6. As additional consideration and as part of the Additional Rent, Landlord shall not be liable to Tenant or those claiming under Tenant for any damage done to or loss of personal property located on the Property or damage or loss suffered by the business or occupation of Tenant from any cause whatsoever.

7. As additional consideration and as part of the Additional Rent for this Lease, Tenant agrees to hold harmless, defend, and indemnify Landlord from any loss, cost or damage with respect to any injury or damage claimed, including but not limited to environmental liability to the person or property by any person, firm, or corporation as a result of Tenant's use, misuse, occupancy or possession of the Property or from any other cause whatsoever related to

Tenant's use of the Property.

8. Tenant agrees that the Property will be used and occupied in a careful, safe and proper manner and that Tenant will not permit waste therein.

9. All permanent alterations and additions to the Property shall remain for the benefit of Landlord. Tenant further agrees in the event of making such alterations as herein provided, to indemnify, defend, and hold harmless Landlord from any expenses, liens, claims or damages to person or property on the Property, arising out of or resulting from the undertaking or making of said alterations or additions and immediately discharging any mechanics lien by bonding, if necessary. Tenant shall remove any non-permanent alterations upon termination of this Lease at Tenants' expense.

10. As additional consideration and as Additional Rent, Tenant shall maintain and make all necessary repairs to the Property. The intent being that Tenant shall be liable for all maintenance, repairs and replacements required to keep the Property in existing or better condition as they now are during the term of this Lease. All government permits, inspection and requirements shall be secured and paid for by Tenant. Tenant may, at its own expense, erect and maintain signs upon Property. For the avoidance of doubt, this Lease is to be deemed a "triple net lease", as that term is commonly understood in commercial leases, such that the Tenant shall, as part of the Rent, be responsible for any and all costs and liabilities associated with the Property, and to hold the Landlord harmless, with the obligation to defend and indemnify Landlord, such that Landlord shall have no

obligation for such costs or claims.

11. In the event Tenant does not exercise his Option to Purchase the Property pursuant to Paragraph 14, it shall be delivered and surrendered to Landlord at the expiration of the term of this Lease or at any other termination of this Lease, in as good condition and repair as the same shall be at the commencement of said term, normal wear and tear only excepted.

12. Tenant agrees to permit Landlord or Landlord's representatives to inspect or examine the Property at any reasonable time.

13. As additional consideration and as part of the Additional Rent, during the Term of this Lease, Landlord shall not have to pay any such costs, whether or not Tenant occupies the Leasehold Property or they become vacant. In the event that Landlord shall be required to make a payment for any reason whatsoever relative to the Property during the Term of the Lease, including Landlord's legal fees and expenses to enforce Landlord's rights under this Lease, such payments shall be deemed to be payments of Additional Rent under this Lease and Tenant shall reimburse Landlord for any such payments when billed by Landlord. Landlord's right to receive reimbursement for such Additional Rent shall survive the termination of this Lease.

14. On or before the expiration of the Term of the Lease, Tenant shall have the express Option to Purchase the Property for the then fair market value of the Property, or any other mutually agreed upon price between the Parties (the "Purchase

Option"). If Tenants chooses to exercise its Purchase Option, Tenant shall notify Landlord in writing 30 days prior thereto of its intent to buy the Property. If Tenant notifies Landlord of its intent to buy the Property, Landlord and Tenant shall close the transaction pursuant to the terms of the standard Bar Association Real Property Contract being used at the time of exercise. The Parties shall close the transaction within 45 days of Tenant's receipt of an updated Search and Title Abstract (the "Closing Date"). Tenant shall be responsible for all closing costs associated with the transaction including, but not limited to, all costs incurred to obtain updated Search and Abstract of Title, survey, transfer tax and /or deed stamps and all recording fees. Any liens or title defects that effect the Property, if any, will be deducted from the purchase price and satisfied at closing on the Closing Date.

15. On the expiration of the Term of this Lease, if Tenant has not exercised its Option to Purchase the Property pursuant to paragraph 14 hereof, Tenant shall have the right to remove from the Property all non-permanent improvements and return the Property to its original condition. Tenant shall repair any damage caused by such removal and shall repair and close any holes or openings of any kind resulting from such removals in a workman-like manner.

16. Landlord covenants and agrees that if Tenant shall perform all of the covenants and agreements herein agreed to be performed on Tenant's part, and pay the Rent on a timely basis, Tenant shall at all times during said term have peaceable and quiet enjoyment and possession of said Property without

any manner of hindrance from Landlord or any person or persons claiming through Landlord.

17. In case the Property shall be destroyed, partially destroyed, or injured or otherwise so as to become untenable, the Tenant shall cause said Property to be repaired with all convenient speed and the Rent for the period required for repairs shall be paid. To the extent that monies are available, all insurance proceeds shall be used to repair the Property in such a manner that the market value, when repairs are completed, shall be equal to or greater than the market value prior to said rebuilding. Any additional cost of such repairs shall be paid by Tenant. If the Parties agree that the Property cannot reasonably be rebuilt or repaired within 12 months from the date of destruction, Landlord may elect to accept the insurance proceeds and terminate this Lease by giving a written notice to that effect to Tenant within 60 days after such destruction.

18. In the event of the happening of any of the following, or in the event Tenant fails to pay the Rent pursuant to the terms of this Lease, a Default of this Lease shall have occurred:

(a) Tenant shall fail to keep and perform any of the covenants, agreements, or conditions of this Lease on Tenant's part to be kept or performed after 30 days' notice in writing has been delivered to Tenant, except for Tenant's obligation to pay Rent, which shall not require any additional notice before Landlord may declare Tenant in Default, and such Default shall not have been cured within said thirty (30) days; or if

(b) Tenant shall make an

assignment for the benefit of creditors; or if

(c) The interest of Tenant in the Property shall be sold under execution or other regular process; or if

(d) Tenant shall be adjudged a bankrupt; or if

(e) A receiver shall be appointed for Tenant by any Court; or if

(f) Tenant shall vacate the Property and leave it unoccupied for more than 15 days in any 30-day period.

Landlord may, at Landlord's election at any time thereafter while any such condition exists, give fifteen (15) days notice to the Tenant of its intention to cancel and terminate this Lease; and if such Default or condition is not corrected or remedied within that period, this Lease and the rights of Tenant thereunder shall cease and terminate and Landlord may enter upon said Property and again have, repossess and enjoy same as if this Lease had not been made; without prejudice, however, to Landlord's right of action for breach of covenant against the Tenant, or any other action the Landlord may have against the Tenant in either law or equity. In the event of any such Default and entry by Landlord, Landlord may, but does not have an obligation to, re-let said Property for the remainder of said Term and may recover from Tenant any deficiency between the amount so obtained and the Rent hereinbefore reserved, together with any an all costs incurred by Landlord in reletting the Property, including, but not limited to, any costs of improvements, broker fees, architect fees, expert fees, attorney fees, accountant fees, and costs for any municipal fees or costs. The commencement of a proceeding or suit in forcible

entry and detainer or in ejectment or otherwise, shall be equivalent in each respect to actual entry by Landlord. Tenant shall be responsible for all costs incurred by Landlord including judicial filing fees, reasonable attorney fees, and all other fees associated with eviction and collection proceedings. Nothing in this Section 18 shall be deemed to be an election of remedies by Landlord. The rights set forth herein are cumulative to any other rights Landlord may have in law or equity.

Should Landlord declare a Default, all Rent not heretofore paid shall be accelerated and shall be due and payable to the Landlord upon demand. No actions taken by the Landlord subsequent to a Default by Tenant shall interfere with, void or terminate the acceleration of the Rent in any fashion.

NOTWITHSTANDING THE FOREGOING, OR ANY OTHER PROVISION IN THIS LEASE, 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 29 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.

19. If the Property or any material part thereof materially affecting Tenant's use of the Property be taken by virtue of eminent domain, this Lease shall terminate on the date when title vests pursuant to such taking, and the Rent shall be apportioned as of said date unless Tenant exercises its Purchase Option, at which point Tenant shall step into the shoes of the Landlord and shall receive all rights, monies or any other consideration paid for in conjunction with the eminent domain. Should tenant not exercise its Purchase Option, Tenant shall not be entitled to any part of the award or any payment in lieu thereof with respect to the unexpired portion of the Lease Term. Nothing herein contained, however, shall prevent Tenant from filing a claim for, or receiving payment for any taking of fixtures and improvements owned by the Tenant, and for moving expenses.

20. Landlord and Tenant shall supply each other with the name, address and telephone number of the person responsible for the Property and a telephone number where that person can be reached after hours.

21. Neither Party has made any representations or promises except as contained herein and no modification of any provision hereof shall be valid unless in writing and signed by the

parties hereto. Landlord has not made any representation to the Tenant that the Property is properly zoned for its intended use, or is otherwise suitable for its intended use

22. Tenant may freely assign this Agreement and any of its rights under this Agreement upon written notice to Landlord. Tenant may also freely sublease any portion of the Property.

23. The parties represent and warrant to each other that this Lease has been duly executed and that each of them has full right power and authority to enter into this Lease

24. This Lease and the rights and obligations of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the state of New York. All obligations, if any, of either party requiring any performance after the expiration of the term shall survive the expiration of the term and shall be fully enforceable in accordance with those provisions pertaining thereto

25. All notices required to be given by either party shall be delivered in writing and shall be deemed to be duly given if personally delivered, faxed, emailed, or sent by registered or certified mail to the parties addressed herein above set forth. Either party may change its address by notifying the other of such change. If any provision of this Lease shall become invalid or unenforceable, it shall not effect any other provision. No oral statement of prior written matters pertaining to the subject matter hereof shall have any force or effect after the signing of this Lease, with all of such statements and matters being

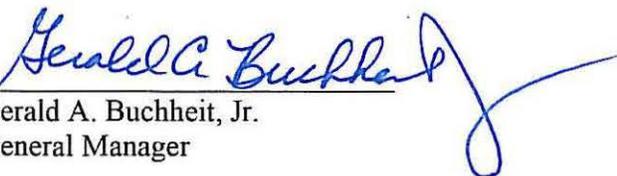
merged herein and superseded hereby. This Lease may not be modified or amended except by a writing signed by each of the parties hereto and their respective successors and assigns. A waiver by any party as to any specific provision of this Lease shall not be construed as a waiver by that party as to any other provision of this Lease. The provisions of this Lease shall be binding upon the heirs, representatives and assigns of the parties.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have set their hands, the day and year first above written.

LANDLORD:

QC NORTH LLC

By: 
Gerald A. Buchheit, Jr.
General Manager

TENANT:

COMPASSIONATE CARE WNY, LLC
a New York limited liability company

By: CCWNY, LLC, Manager

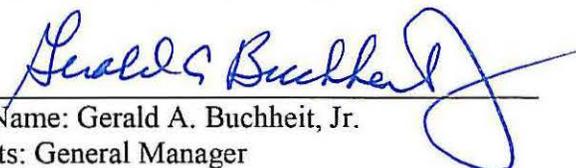

Name: Gerald A. Buchheit, Jr.
Its: General Manager

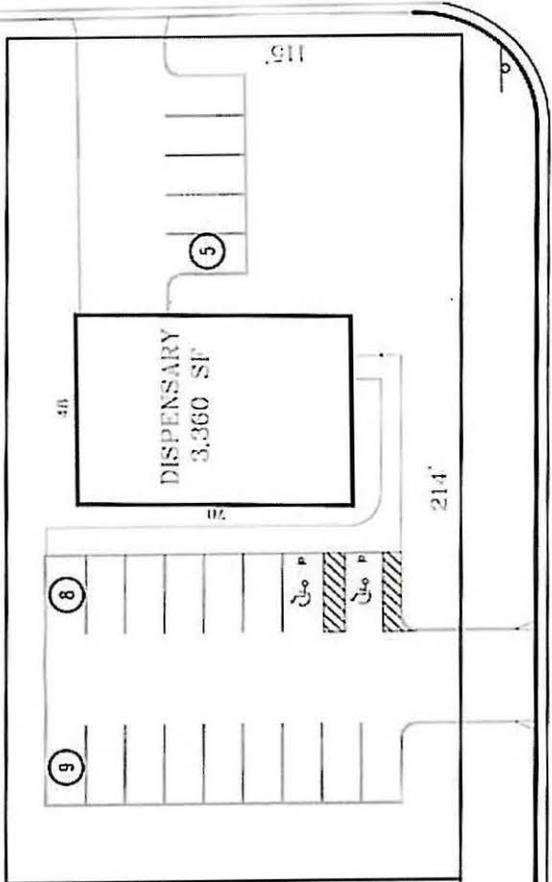
EXHIBIT A
Site Plan

3392 N. Benzing Rd
Orchard Park, NY

SITE



M.S.D. DATE



AMANDA (80' WIDE) LANE

N. BENZING (49' WIDE)

CONTRACT OF SALE

THIS CONTRACT OF SALE is made as of this ^{4th} day of June, 2015 between FIRST NIAGARA BANK, N.A., a national banking association, having an address at 6950 South Transit Road, Lockport, New York 14094-0514 ("Seller"), and COMPASSIONATE CARE WNY, LLC, a New York limited liability company, having an address at C/O LAW OFFICES OF ROBERT G. WALSH, P.C., 3819 SOUTH PARK AVENUE, BUFFALO, NEW YORK, 14219 ("Purchaser").

R E C I T A L:

Seller has agreed to sell and Purchaser has agreed to purchase, on the terms and conditions set forth in this Agreement, a certain parcel of real property together with the improvements situated thereon commonly known as 63 GENESEEE STREET, AUBURN, NY, which parcel is described with more particularity in Exhibit A attached hereto.

NOW, THEREFORE, for One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Seller and Purchaser agree as follows:

1.0 DEFINITIONS

1.1. Agreement shall mean this Contract of Sale, dated as of the Effective Date, between Seller and Purchaser.

1.2. Closing shall mean the closing of title to the Premises to be held at the time and place set forth in Section 3.1 of this Agreement.

1.3. Closing Date shall mean the date that is thirty (30) days after the end of the Inspection Period, or such other date as Seller and Purchaser shall agree in writing.

1.4. Deed shall mean the statutory form of Bargain and Sale Deed, to be executed and delivered by Seller to Purchaser pursuant to Section 8.1 of this Agreement.

1.5. Down Payment shall mean a non-refundable deposit of [REDACTED] [REDACTED] of immediately available funds or certified bank check to be delivered by Purchaser to Seller. In the event the Closing occurs, Seller shall credit the Down Payment toward the Purchase Price. In the event the Closing does not occur, Seller shall retain the Down Payment and all interest earned thereon.

1.6. Effective Date shall mean the later date on which this Agreement is signed by both Seller and Purchaser.

1.7. Encumbrances shall mean all liens, security, interests, claims, encumbrances, easements, rights-of-way, encroachments, reservations, restrictions, covenants, conditions and any other matters affecting title to the Premises.

1.8 Escrow Agent shall mean Edward J. Murphy III, Esq., Magavern Magavern Grimm, 1100 Rand Building, 14 Lafayette Square, Buffalo, New York 14203, Phone: 716-856-3500; Email: emurphy@magavern.com, as agent for Chicago Title Company.

1.9. Governmental Authority shall mean any federal, state, county or local or foreign government, political subdivision, court, agency or other entity, body, organization or groups exercising any executive, legislative, judicial, quasi-judicial, regulatory, or administrative function of government.

1.10. Improvements shall mean all improvements, structures and fixtures (other than trade fixtures of any tenant) now situated on the Real Property, including, but not limited to, those certain buildings, structures, and other improvements of every kind and nature (including all HVAC systems) presently situated on, in or under the Real Property, but excluding all equipment and/or fixtures owned by any tenant which are presently situated on, in or under the Real Property.

1.11. Inspection Period shall mean the period running from the Effective Date until 5 p.m. on August 1, 2015.

1.12. Permitted Encumbrances shall mean real property taxes and assessments not yet due and payable, the Encumbrances described in Exhibit B attached hereto, and any Encumbrances which Purchaser accepts (or is deemed to accept) pursuant to Section 5 of this Agreement.

1.13. Premises shall mean the Real Property and the Improvements.

1.14. Purchase Price shall mean [REDACTED]

1.15. Real Property shall mean that certain parcel of real property commonly known as 63 GENESEEE STREET, AUBURN, NY, and being more particularly described on Exhibit A attached hereto, subject to the Permitted Encumbrances and together with all rights, privileges, interests, easements, hereditaments and appurtenances thereunto in any way incident, appertaining or belonging thereto.

2.0 PURCHASE AND SALE

2.1. Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell, convey, transfer and assign to Purchaser and Purchaser agrees to purchase from Seller, all of Seller's right, title and interest in and to the Premises.

3.0 CLOSING

3.1. The Closing shall take place at 11:00 a.m. on the Closing Date at the offices of the Escrow Agent, by escrow via the United States mail and in accordance with an escrow instruction letter mutually acceptable to the parties, or elsewhere, by mutual agreement of the parties.

4.0 PAYMENT OF PURCHASE PRICE

4.1. The Purchase Price shall be paid as follows:

(a) Upon execution of this Agreement, Purchaser shall pay the Down Payment to Seller, by wire transfer of immediately available funds. In the event the Closing occurs, Seller shall credit the Down Payment toward the Purchase Price. In the event the Closing does not occur, Seller shall retain the Down Payment and all interest earned thereon.

(b) On the Closing Date, Purchaser will deliver the balance of the Purchase Price (as adjusted in accordance with this Agreement), by wire transfer of immediately available funds.

5.0 TITLE

5.1. Purchaser acknowledges that Seller has, prior to the Effective Date, provided various property documents and other due diligence materials to Purchaser. Such materials were provided to Purchaser without representation or warranty of any kind by Seller and Purchaser may or may not be entitled to rely on any such information.

5.2. Purchaser may, at its sole cost and expense, obtain a title search or survey of the Premises. Purchaser may, within seven (7) days of the Effective Date, send written notice to Seller of those survey matters or items affecting title to which Purchaser is objecting. Should Seller have an existing title search or survey of the Premises, it will make them available to Purchaser upon request.

5.3. (a) Within seven (7) days of receipt of such notice from Purchaser, Seller may, but shall not be required to, take any measures of any kind, or bring any action or proceeding, or incur any expense, in order to render title to the Premises marketable in accordance with the provisions of this Agreement or to otherwise provide title in accordance with the provisions and representations of this Agreement.

(b) If Seller does not so elect to cure, or does not cure, such defects, via notice to Purchaser within such seven (7) day period, Purchaser may, but shall not be required to, adjourn the closing for an additional period, not to exceed thirty (30) days, in order, without any cost or expense to Seller, to take any measure of any kind, or bring any action or proceeding, or incur any expense, in an attempt to render the title marketable in accordance with this Agreement or to otherwise provide title in accordance with the provisions and representations of this Agreement. If, prior to the end of the Inspection Period following receipt of written notice from Seller of its inability or failure to cure survey or title objections of Purchaser or at the end of such thirty (30) day closing extension period (or such shorter period elected by Purchaser) following an attempt by Purchaser to cure survey or title objections, Seller is unable to convey title to the Premises in accordance with the provisions of this Agreement, Purchaser shall either (i) accept all such defects as Permitted Encumbrances and elect to agree to accept such title as Seller can convey, upon the payment of the full Purchase Price, or (ii) reject such title, and upon such rejection, this Agreement shall terminate, the Down Payment shall be retained by Seller and the parties shall have no further obligation or liability to one another under this Agreement.

6.0 INSPECTION

6.1. During the Inspection Period, Purchaser may inspect (i) the structural components, electrical, plumbing, and HVAC systems of the Improvements to ensure that they are all in operating condition, (ii) the roofing, (iii) the environmental condition, and (iv) the title to the Premises. Prior to undertaking any physically invasive testing or inspections, Purchaser must obtain Seller's prior written consent, which may be granted or withheld in Seller's sole discretion. All inspections (whether

involving physically invasive testing or inspections, or not) shall be done during normal business hours, in a manner so as to minimize disruption to Seller and tenants or occupants of the Premises, and, at Seller's option, in the presence of Seller or any agent or employee of Seller. Purchaser shall restore the Premises to the same condition as they were prior to Purchaser's inspection. All tests or investigations performed by or on behalf of Purchaser will be performed in a good and workmanlike manner and in compliance with all applicable laws. Purchaser shall maintain and deliver to Seller, prior to entering the Premises to conduct any inspection or investigation, certificates of general liability insurance with coverage of at least \$2,000,000.00, naming Seller as an additional insured. Purchaser's contractors and all other parties entering the Premises on behalf of Purchaser shall maintain and deliver to Seller, prior to entering the Premises to conduct any inspection or investigation, certificates of general liability insurance with coverage of at least \$2,000,000.00, naming Seller as an additional insured. In the event site conditions require notification of regulators under applicable Environmental Laws, Seller must be notified immediately.

6.2 Purchaser shall indemnify, defend and hold harmless Seller and its agents and employees from any liability, costs, expenses and the like (including, without limitation, attorneys' fees) which arise in connection with such inspections at the Premises. The obligations and indemnities set forth in the foregoing sentence will survive the expiration or termination of this Agreement or the Closing and recording of the Deed.

6.3 If the Premises are unsatisfactory to Purchaser, in Purchaser's reasonable judgment, Purchaser may terminate this Agreement by notice to Seller received by Seller prior to the end of the Inspection Period, the Down Payment shall be retained by Seller and the parties shall have no further liability under this Agreement except as to matters that survive the expiration or termination of this Agreement as set forth herein. In the event that Purchaser so terminates the Agreement, Purchaser shall provide a copy of any and all reports including environmental reports (formal or otherwise) or inspection reports, to Seller along with its notice to Seller of such termination, and Seller shall retain the Down Payment.

7.0 AS IS; WHERE IS

7.1. (a) Purchaser hereby acknowledges and agrees that the Premises are being conveyed by Seller "AS IS", "WHERE IS", and in their present condition. Purchaser acknowledges that Seller has not made any representation or warranty, whether express or implied, with respect to the Premises (including any representations or warranties which may be deemed to be made at law, the benefit of which, if any, Purchaser hereby waives) or as to the use, merchantability, quality, environmental condition, design, description, durability, operation, fitness for particular purpose, fitness for use or otherwise as to all or any part of the Premises. In the event of any defect or deficiency in the Premises of any nature whatsoever, patent or latent, Seller shall have no liability with respect thereto for direct, incidental, consequential or punitive damages or costs. The provisions of this Section have been negotiated by Seller and Purchaser and are intended to be a complete exclusion and negation of any representations and warranties, express or implied, except as may be expressly set forth in this Agreement and shall survive Closing and the delivery of the Deed.

8.0 SELLER'S CLOSING OBLIGATIONS

At the Closing, as a pre-condition to Closing, Seller shall deliver to Purchaser:

8.1. The Deed, properly executed and in proper form for recording, conveying title to the Premises subject only to the Permitted Encumbrances;

8.2. Keys to the Premises, originals of any warranties or other material property documents related to the Premises in Seller's possession or control;

8.3. Such affidavits as Purchaser's title company shall reasonably require in order to omit from any title policies being obtained by Purchaser all exceptions for judgments, bankruptcies or other returns against persons or entities whose names are the same as or similar to Seller's name;

8.4. Possession of the Premises subject only to the Permitted Encumbrances;

8.5. Any other documents reasonably required by this Agreement to be delivered by Seller.

9.0 PURCHASER'S CLOSING OBLIGATIONS

At the Closing, as a pre-condition to Closing, Purchaser shall:

9.1. Cause the Deed to be recorded, sign the required real property transfer tax returns prepared and executed by Seller and cause all such returns to be delivered to the appropriate officers;

9.2. Deliver to Seller, as directed by Seller, the Purchase Price in wire or bank check;

9.3. Deliver any other documents reasonably required by this Agreement to be delivered by Purchaser; and

9.4. Checks to the order of the appropriate officers in payment of all applicable real estate transfer taxes and recording fees in connection with the sale of the Premises.

10.0 CLOSING COSTS

10.1. Lease rents, if any, non-delinquent real estate taxes, personal property taxes, water charges and sewer rents, if any, shall be apportioned between Seller and Purchaser as of the close of business on the day prior to the Closing Date on the basis of the fiscal period for which assessed, except that if there is a water meter on the Real Property, apportionment at the Closing shall be based on the last available reading, subject to adjustment after the Closing when the next reading is available.

10.2. If the Closing shall occur before a new tax rate is fixed, the apportionment of taxes at the Closing shall be upon the basis of the old tax rate for the preceding period applied to the latest assessed valuation. Promptly after the new tax rate is fixed, the apportionment of such taxes shall be recomputed. Any discrepancy resulting from such re-computation and any errors or omissions in computing apportionments at Closing shall be promptly corrected, which obligations shall survive the Closing. Seller will be entitled to any tax refund or abatement attributable to any period prior to Closing, either by means of a credit to Seller at Closing or through a refund by Purchaser following Closing, which obligations shall survive the Closing.

10.3. Seller shall pay any and all real estate transfer taxes and documentary stamp taxes in connection with the transfer of the Real Property and Improvements from Seller to Purchaser.

10.4. Purchaser shall pay all mortgage taxes and recording and filing fees incurred in connection with the recording of the Deed and all of Purchaser's title insurance and survey costs, if any.

11.0 BROKER

11.1. Seller and Purchaser represent and warrant to each other that they have not dealt with any broker(s) in connection with this transaction, other than CIMINELLI REAL ESTATE CORPORATION (the "Seller's Broker"). The Seller's Broker will be paid by Seller pursuant to a separate agreement. Seller will have no liability or obligation whatsoever to pay a commission or fee of any sort to any broker or consultant of Purchaser. Each party shall indemnify and defend the other against any claims, costs, damages, or expenses, including attorneys' fees and costs, related to any other broker or realtor who claims a fee based on contract with the indemnifying party, other than as set forth above. The representations and obligations set forth in this paragraph shall survive the Closing, or, if the Closing does not occur, the termination of this Agreement.

12.0 NOTICES

12.1. All notices under this Agreement shall be in writing and shall be delivered personally, by overnight delivery, by nationally recognized courier, or sent by certified or registered U.S. mail, return receipt requested, addressed as follows:

To Seller:

First Niagara Bank, N.A.
Attn: Lindsay Penale, Facilities Department
4224 Ridge Lea Road
Amherst, NY 14226

With a copy to:

First Niagara Financial Group
Attn: Robert J. Scarpello, Senior Counsel
4224 Ridge Lea Road
Amherst, NY 14226

To Purchaser:

COMPASSIONATE CARE WNY, LLC
C/O LAW OFFICES OF ROBERT G. WALSH, P.C.
3819 SOUTH PARK AVENUE
BUFFALO, NEW YORK, 14219

To the Escrow Agent:

Edward J. Murphy III, Esq.
 Magavern Magavern Grimm
 1100 Rand Building
 14 Lafayette Square
 Buffalo, New York 1420
 Phone: 716-856-3500
 Email: emurphy@magavern.com

Notices shall be deemed received on, as the case may be: (a) the date of personal service; (b) the date of receipt of overnight delivery evidenced by a signed delivery receipt; or (c) the date of receipt of certified or registered U.S. mail evidenced by a signed delivery receipt.

13.0 INTENTIONALLY OMITTED

14.0 DEFAULT AND TERMINATION

14.1. If Seller fails to perform its obligations under this Agreement, Purchaser's sole remedy shall be to terminate this Agreement.

14.2. If Purchaser fails to perform its obligations under this Agreement, Seller's remedy shall be to seek any other right or remedy available at law or in equity. The foregoing provision will not prohibit or restrict, in any way, Seller's ability to make a claim based on any indemnity provided by Purchaser hereunder.

15.0 MISCELLANEOUS PROVISIONS

15.1. Purchaser hereby represents and warrants to Seller that it has full right, power and authority to execute, deliver and perform this Agreement without obtaining any further consents or approvals from, or the taking of any other actions by any third parties, and this Agreement, when executed by Seller and Purchaser, will constitute the valid and binding agreement of Purchaser, enforceable against Purchaser in accordance with its terms.

15.2. Seller hereby represents and warrants to Purchaser that it has full right, power and authority to execute, deliver and perform this Agreement without obtaining any further consents or approvals from, or the taking of any other actions by any third parties, and this Agreement, when executed by Seller and Purchaser, will constitute the valid and binding agreement of Seller, enforceable against Seller in accordance with its terms.

15.3. Purchaser and Seller hereby waive any rights either party may have to trial by jury in any dispute arising under this Agreement. This waiver shall survive Closing and the delivery of the Deed.

15.4. Purchaser and Seller hereby agree that any action or proceeding arising out of or relating to this Agreement shall be commenced in the Supreme Court of the State of New York venued in the county in which the Premises is located, and Purchaser and Seller hereby agree that a summons and complaint commencing an action or proceeding in such court shall be properly served and shall confer personal jurisdiction if served personally, or as otherwise provided under the laws of the State of

New York. Purchaser hereby waives any and all rights to change the venue of any action or proceeding brought to determine any claim or controversy involving this Agreement.

15.5. In entering into this Agreement, Purchaser has not been induced by and has not relied upon any representations, warranties or statements, whether express or implied, made by Seller or any agent, employee or other representative of Seller or by any broker or any other person representing or purporting to represent Seller, which are not expressly set forth in this Agreement, whether or not any such representations, warranties or statements were made in writing or orally.

15.6. The provisions of Section 5-1311 of the General Obligations Law shall apply to the sale and purchase of the Real Property and Improvements provided for in this Agreement. For purposes of said provision, damage or condemnation shall be deemed to affect a "material part" of the Premises when such damage or condemnation renders ten percent (10%) or more of the Improvements unusable.

15.7. This Agreement embodies and constitutes the entire understanding between the parties with respect to the transaction contemplated herein, and all prior agreements, understandings, representations and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument signed by the party against whom enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

15.8. No waiver by either party hereto of any failure or refusal by the other party hereto to comply with its obligations hereunder shall be deemed a waiver of any other or subsequent failure or refusal by such party to so comply.

15.9. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York, without regard to principles of conflict of laws.

15.10. The captions in this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this contract or any of the provisions hereof.

15.11. This Agreement shall be binding upon and shall inure to the benefit of parties hereto and their respective heirs or successors and permitted assigns. Purchaser may not assign its respective rights or delegate its duties arising under this Agreement without the prior written consent of Seller, which consent may be withheld in Seller's sole discretion. Notwithstanding the foregoing, Purchaser may assign its rights under this Agreement, upon providing a fully executed assignment and assumption agreement to Seller, without Seller's prior consent to: a corporate parent or subsidiary, a majority of whose voting stock is owned by Purchaser or its manager(s); or (ii) a corporation in which or with which Purchaser is merged or consolidated in accordance with applicable statutory provisions for merger or consolidation of corporations so long as the assets and liabilities of the corporations participating in such merger or consolidation are transferred and assumed by the corporation surviving such merger or created by such consolidation; or (iii) a corporate affiliate which controls, is controlled by, or is under common control with Purchaser; or (iv) a person or entity that purchases all or substantially all of the stock and/or assets of Purchaser.

15.12. This Agreement shall not be binding or effective until properly executed and delivered by Seller and Purchaser. Seller's obligations hereunder are subject to the approval by Seller's executive management prior to Closing.

15.13. As used in this Agreement, the masculine shall include the feminine and neuter, the singular shall include the plural and the plural shall include the singular, as the context may require.

15.14. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement. The exchange of a fully executed Agreement (in counterparts or otherwise) by facsimile transmission or electronic transmission in .PDF format shall be sufficient to bind the Parties to the terms and conditions of this Agreement and shall be deemed to be duplicate original documents and may be used by all Parties for all purposes an original document may be used for and all signatures on such documents shall be deemed and treated for all purposes as original signatures. Execution and delivery of this Agreement by exchange of facsimile or other electronically transmitted counterparts bearing the signature of a Party shall be equally as effective as delivery of a manually executed counterpart of such Party.

15.15. Neither this Agreement nor any document referring to this Agreement shall be recorded by Purchaser, or by anyone acting on its behalf, prior to the Closing, in any public office. Any such recording shall, at Seller's option, constitute a default by Purchaser under this Agreement.

15.16. Purchaser and Seller will each maintain the terms and conditions of this Agreement in the strictest confidence and will not disclose any such terms and conditions (other than to each party's accountants, lender, investors, accountants, and attorneys or as may be required by law or regulatory requirements) without the express written consent of the other party, in each instance. Any disclosure permitted hereunder will be made on the condition that the recipient of information about this Agreement will be subject to the same confidentiality requirements. The provisions of this paragraph will survive the Closing, except for those documents that become public at the Closing, or any termination of this Agreement.

15.17. In the event performance under this Agreement falls on any day other than a Business Day (as hereinafter defined), the time for performance shall be extended to the close of business on the next Business Day. "Business Day" shall be defined as any day other than Saturday, Sunday, or any date which is a national banking holiday in the State of New York.

[Remainder of page intentionally left blank. Next page is the signature page.]

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

PURCHASER:

COMPASSIONATE CARE WNY, LLC
a New York limited liability company

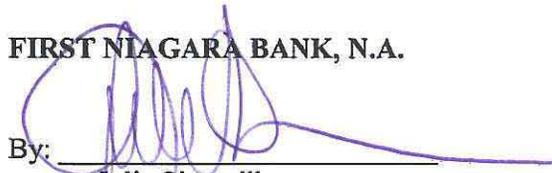
By: CCWNY, LLC, Manager



Name: Gerald A. Buchheit, Jr.
Its: General Manager

SELLER:

FIRST NIAGARA BANK, N.A.



By: Julie Signorille
Executive Vice President and
Managing Director of Operations

EXHIBIT A
DESCRIPTION OF PREMISES

63 Genesee Street, Auburn, County of Cayuga

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, with the buildings and improvements thereon erected, situate lying and being in the City of Auburn, County of Cayuga and State of New York, bounded and described as follows: Beginning at the intersection of the northerly line of Genesee Street with the easterly line of North Street and running thence North 3°-00' East along the said easterly line of North Street 247.09 feet to the southerly line of a strip of land known as Steam Lane; thence South 87°-00' East and along the southerly line of Steam Lane 128.00 feet to a point; thence south 3°-00' West 90.99 feet to a point; thence North 87°-00' West 79. feet to a point; thence south 25°-34' East 45.1 feet to a point; thence South 56°-21' West 28.7 feet to a point; thence South 26°-24' East 62. feet to the northerly line of said Genesee Street; thence south 62°-51' West and along the said northerly line of Genesee Street 90.27 +/- feet to the place of beginning.

ALSO, ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Auburn, County of Cayuga and State of New York, being on the east side of North Street, bounded and described as follows: Beginning at a point in the easterly line of North Street, said point being 247.09 feet northerly of the North line of Genesee Street, and running thence N 3° 04' 22" W 12.00 feet to a point; thence N 41° 55' 39" E 14.14 feet to a point in the south line of Loop Road; thence N 86° 55' 38" E along the southerly line of said Loop Road 118.00 feet to a point; thence 53° 04' 22" E 22.00 feet to a point; thence S 86° 55' 38" W 128.00 feet to said east line of North Street and the place of beginning, containing 2766.00 square feet or 0.063 acres.

EXHIBIT B
PERMITTED ENCUMBRANCES

1. Real property taxes not yet due and payable.
2. Rights contained in any instruments of record, if any, in so far as the same may be of present force or effect.
3. Possible lack of right to maintain vaults, coal chutes, or any other installations, if any, beyond the building line whether above or below the sidewalks.
4. Zoning and building regulations, ordinances and requirements adopted by any Governmental Authority having jurisdiction thereof, and amendments and additions thereto now or hereafter in force and effect, which relate to the Premises. The fact that the Premises may or may not have a certificate of occupancy shall not be deemed a disapproved Encumbrance.
5. Variations between tax map and record descriptions.
6. Standard exceptions contained in the title standards of the county in which the Premises is located.

LEASE WITH OPTION TO PURCHASE
(Medical Marijuana Dispensing Facility – White Plains)

THIS AGREEMENT made and entered into this 3rd day of June, 2015, by and between FALCON PROPERTIES, LLC, a New York limited liability company (the “Landlord”) and COMPASSIONATE CARE WNY, LLC, a New York limited liability company (the “Tenant”) (each a “Party” and collectively “Parties”).

WITNESSETH

The Landlord, for and in consideration of Ten Dollars and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the payment of the Rent, as hereinafter defined, and the performance of the covenants and agreements set forth herein to be kept and performed by Tenant, does hereby demise, let and lease unto Tenant, with an express option to buy (the “Lease”) the following described premises, hereinafter referred to as the “Property”:

Real property commonly known as 602 Mamaroneck Avenue, White Plains, New York, as further shown on Schedule "A" attached hereto and made a part hereof.

IN CONSIDERATION of the said demise and the covenants and agreements hereinafter expressed, it is covenanted and agreed as follows between Landlord and Tenant:

1. Tenant shall pay to Landlord base rent for said Property from June 5, 2015, to June 4, 2016 and thereafter for successive one year terms until mutually terminated by the Parties, each being

considered to be the Term of this Lease, (5,600 sq. ft. x \$ [REDACTED] \$ [REDACTED] per Lease Term (the “Base Rent”). For the convenience of the Tenant, the Base Rent shall be broken down into monthly installments of \$ [REDACTED] and paid in accordance with the terms of this Lease. It is agreed that each monthly installment shall be paid on or before the 1st day of each month, and that any monthly installment not paid on the 1st of the month shall incur late charges in the amount of \$ [REDACTED]. Any installment not paid by the 30th of the month when due shall be considered a Default of the Lease and Landlord may declare the Tenant in Default under the terms of the Lease.

2. As additional consideration and additional rent for this Lease (the “Additional Rent”) (the Base Rent and any Additional Rent shall hereinafter be collectively referred to as the “Rent”), Tenant agrees to timely pay as Additional Rent all real property taxes assessed against the Property, which become due and payable during the term of this Lease. Tenant shall, no later than 90 days after the end of each taxable period which falls wholly or partly within the term of this Lease, furnish a statement, with receipted tax bills attached, to Landlord.

3. As additional consideration and as part of the Additional Rent, Tenant shall maintain and pay for insurance covering the Property, which said policy or policies shall insure the respective interest of the Landlord and the Tenant as their interest may appear. Any loss shall be payable to Landlord and Tenant, as their interest may appear. Tenant shall supply

Landlord with insurance certificates showing said coverage and naming Landlord as an additional named insured.

4. Tenant shall use the Property for any lawful business permitted by the zoning laws **INCLUDING THE DISPENSING OF MEDICAL MARIJUANA IN ACCORDANCE WITH THE PROVISIONS OF THE COMPASSIONATE CARE ACT, PHL§ 3365 AND 10 NYCRR § 1004, et seg.**

5. As additional consideration and as part of the Additional Rent, Tenant agrees to pay for all public utilities and services rendered or furnished to the Property during the term hereof including water, gas and electricity, sanitation and/or garbage removal fees.

6. As additional consideration and as part of the Additional Rent, Landlord shall not be liable to Tenant or those claiming under Tenant for any damage done to or loss of personal property located on the Property or damage or loss suffered by the business or occupation of Tenant from any cause whatsoever.

7. As additional consideration and as part of the Additional Rent for this Lease, Tenant agrees to hold harmless, defend, and indemnify Landlord from any loss, cost or damage with respect to any injury or damage claimed, including but not limited to environmental liability to the person or property by any person, firm, or corporation as a result of Tenant's use, misuse, occupancy or possession of the Property or from any other cause whatsoever related to

Tenant's use of the Property.

8. Tenant agrees that the Property will be used and occupied in a careful, safe and proper manner and that Tenant will not permit waste therein.

9. All permanent alterations and additions to the Property shall remain for the benefit of Landlord. Tenant further agrees in the event of making such alterations as herein provided, to indemnify, defend, and hold harmless Landlord from any expenses, liens, claims or damages to person or property on the Property, arising out of or resulting from the undertaking or making of said alterations or additions and immediate discharging any mechanics lien by bonding, if necessary. Tenant shall remove any non-permanent alterations upon termination of this Lease at Tenants' expense.

10. As additional consideration and as Additional Rent, Tenant shall maintain and make all necessary repairs to the Property. The intent being that Tenant shall be liable for all maintenance, repairs and replacements required to keep the Property in existing or better condition as they now are during the term of this Lease. All government permits, inspection and requirements shall be secured and paid for by Tenant. Tenant may, at its own expense, erect and maintain signs upon Property. For the avoidance of doubt, this Lease is to be deemed a "triple net lease", as that term is commonly understood in commercial leases, such that the Tenant shall, as part of the Rent, be responsible for any and all costs and liabilities associated with the Property, and to hold the Landlord harmless, with the obligation to defend and indemnify Landlord, such that Landlord shall have no

obligation for such costs or claims.

11. In the event Tenant does not exercise his Option to Purchase the Property pursuant to Paragraph 14, it shall be delivered and surrendered to Landlord at the expiration of the term of this Lease or at any other termination of this Lease, in as good condition and repair as the same shall be at the commencement of said term, normal wear and tear only excepted.

12. Tenant agrees to permit Landlord or Landlord's representatives to inspect or examine the Property at any reasonable time.

13. As additional consideration and as part of the Additional Rent, during the Term of this Lease, Landlord shall not have to pay any such costs, whether or not Tenant occupies the Leasehold Property or they become vacant. In the event that Landlord shall be required to make a payment for any reason whatsoever relative to the Property during the Term of the Lease, including Landlord's legal fees and expenses to enforce Landlord's rights under this Lease, such payments shall be deemed to be payments of Additional Rent under this Lease and Tenant shall reimburse Landlord for any such payments when billed by Landlord. Landlord's right to receive reimbursement for such Additional Rent shall survive the termination of this Lease.

14. On or before the expiration of the Term of the Lease, Tenant shall have the express Option to Purchase the Property for the then fair market value of the Property, or any other mutually agreed upon price between the Parties (the "Purchase

Option"). If Tenants chooses to exercise its Purchase Option, Tenant shall notify Landlord in writing 30 days prior thereto of its intent to buy the Property. If Tenant notifies Landlord of its intent to buy the Property, Landlord and Tenant shall close the transaction pursuant to the terms of the standard Bar Association Real Property Contract being used at the time of exercise. The Parties shall close the transaction within 45 days of Tenant's receipt of an updated Search and Title Abstract (the "Closing Date"). Tenant shall be responsible for all closing costs associated with the transaction including, but not limited to, all costs incurred to obtain updated Search and Abstract of Title, survey, transfer tax and /or deed stamps and all recording fees. Any liens or title defects that effect the Property, if any, will be deducted from the purchase price and satisfied at closing on the Closing Date.

15. On the expiration of the Term of this Lease, if Tenant has not exercised its Option to Purchase the Property pursuant to paragraph 14 hereof, Tenant shall have the right to remove from the Property all non-permanent improvements and return the Property to its original condition. Tenant shall repair any damage caused by such removal and shall repair and close any holes or openings of any kind resulting from such removals in a workman-like manner.

16. Landlord covenants and agrees that if Tenant shall perform all of the covenants and agreements herein agreed to be performed on Tenant's part, and pay the Rent on a timely basis, Tenant shall at all times during said term have peaceable and quiet enjoyment and possession of said Property without

any manner of hindrance from Landlord or any person or persons claiming through Landlord.

17. In case the Property shall be destroyed, partially destroyed, or injured or otherwise so as to become untenable, the Tenant shall cause said Property to be repaired with all convenient speed and the Rent for the period required for repairs shall be paid. To the extent that monies are available, all insurance proceeds shall be used to repair the Property in such a manner that the market value, when repairs are completed, shall be equal to or greater than the market value prior to said rebuilding. Any additional cost of such repairs shall be paid by Tenant. If the Parties agree that the Property cannot reasonably be rebuilt or repaired within 12 months from the date of destruction, Landlord may elect to accept the insurance proceeds and terminate this Lease by giving a written notice to that effect to Tenant within 60 days after such destruction.

18. In the event of the happening of any of the following, or in the event Tenant fails to pay the Rent pursuant to the terms of this Lease, a Default of this Lease shall have occurred:

(a) Tenant shall fail to keep and perform any of the covenants, agreements, or conditions of this Lease on Tenant's part to be kept or performed after 30 days' notice in writing has been delivered to Tenant, except for Tenant's obligation to pay Rent, which shall not require any additional notice before Landlord may declare Tenant in Default, and such Default shall not have been cured within said thirty (30) days; or if

(b) Tenant shall make an

assignment for the benefit of creditors; or if

(c) The interest of Tenant in the Property shall be sold under execution or other regular process; or if

(d) Tenant shall be adjudged a bankrupt; or if

(e) A receiver shall be appointed for Tenant by any Court; or if

(f) Tenant shall vacate the Property and leave it unoccupied for more than 15 days in any 30-day period.

Landlord may, at Landlord's election at any time thereafter while any such condition exists, give fifteen (15) days notice to the Tenant of its intention to cancel and terminate this Lease; and if such Default or condition is not corrected or remedied within that period, this Lease and the rights of Tenant thereunder shall cease and terminate and Landlord may enter upon said Property and again have, repossess and enjoy same as if this Lease had not been made; without prejudice, however, to Landlord's right of action for breach of covenant against the Tenant, or any other action the Landlord may have against the Tenant in either law or equity. In the event of any such Default and entry by Landlord, Landlord may, but does not have an obligation to, re-let said Property for the remainder of said Term and may recover from Tenant any deficiency between the amount so obtained and the Rent hereinbefore reserved, together with any an all costs incurred by Landlord in reletting the Property, including, but not limited to, any costs of improvements, broker fees, architect fees, expert fees, attorney fees, accountant fees, and costs for any municipal fees or costs. The commencement of a proceeding or suit in forcible

entry and detainer or in ejectment or otherwise, shall be equivalent in each respect to actual entry by Landlord. Tenant shall be responsible for all costs incurred by Landlord including judicial filing fees, reasonable attorney fees, and all other fees associated with eviction and collection proceedings. Nothing in this Section 18 shall be deemed to be an election of remedies by Landlord. The rights set forth herein are cumulative to any other rights Landlord may have in law or equity.

Should Landlord declare a Default, all Rent not heretofore paid shall be accelerated and shall be due and payable to the Landlord upon demand. No actions taken by the Landlord subsequent to a Default by Tenant shall interfere with, void or terminate the acceleration of the Rent in any fashion.

NOTWITHSTANDING THE FOREGOING, OR ANY OTHER PROVISION IN THIS LEASE, 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 29 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.

19. If the Property or any material part thereof materially affecting Tenant's use of the Property be taken by virtue of eminent domain, this Lease shall terminate on the date when title vests pursuant to such taking, and the Rent shall be apportioned as of said date unless Tenant exercises its Purchase Option, at which point Tenant shall step into the shoes of the Landlord and shall receive all rights, monies or any other consideration paid for in conjunction with the eminent domain. Should tenant not exercise its Purchase Option, Tenant shall not be entitled to any part of the award or any payment in lieu thereof with respect to the unexpired portion of the Lease Term. Nothing herein contained, however, shall prevent Tenant from filing a claim for, or receiving payment for any taking of fixtures and improvements owned by the Tenant, and for moving expenses.

20. Landlord and Tenant shall supply each other with the name, address and telephone number of the person responsible for the Property and a telephone number where that person can be reached after hours.

21. Neither Party has made any representations or promises except as contained herein and no modification of any provision hereof shall be valid unless in writing and signed by the

parties hereto. Landlord has not made any representation to the Tenant that the Property is properly zoned for its intended use, or is otherwise suitable for its intended use

22. Tenant may freely assign this Agreement and any of its rights under this Agreement upon written notice to Landlord. Tenant may also freely sublease any portion of the Property.

23. The parties represent and warrant to each other that this Lease has been duly executed and that each of them has full right power and authority to enter into this Lease

24. This Lease and the rights and obligations of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the state of New York. All obligations, if any, of either party requiring any performance after the expiration of the term shall survive the expiration of the term and shall be fully enforceable in accordance with those provisions pertaining thereto

25. All notices required to be given by either party shall be delivered in writing and shall be deemed to be duly given if personally delivered, faxed, emailed, or sent by registered or certified mail to the parties addressed herein above set forth. Either party may change its address by notifying the other of such change. If any provision of this Lease shall become invalid or unenforceable, it shall not effect any other provision. No oral statement of prior written matters pertaining to the subject matter hereof shall have any force or effect after the signing of this Lease, with all of such statements and matters being

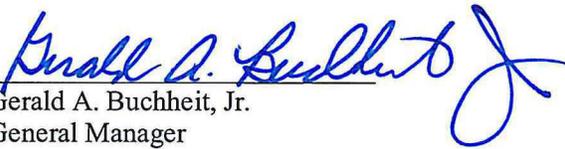
merged herein and superseded hereby. This Lease may not be modified or amended except by a writing signed by each of the parties hereto and their respective successors and assigns. A waiver by any party as to any specific provision of this Lease shall not be construed as a waiver by that party as to any other provision of this Lease. The provisions of this Lease shall be binding upon the heirs, representatives and assigns of the parties.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have set their hands, the day and year first above written.

LANDLORD:

FALCON PROPERTIES, LLC

By: 
Gerald A. Buchheit, Jr.
General Manager

TENANT:

COMPASSIONATE CARE WNY, LLC
a New York limited liability company

By: CCWNY, LLC, Manager

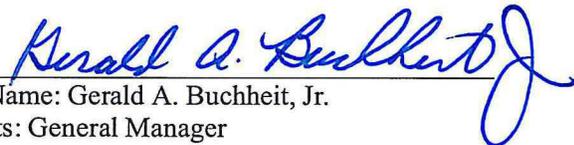

Name: Gerald A. Buchheit, Jr.
Its: General Manager

EXHIBIT A
Site Plan or Survey

LEASE WITH OPTION TO PURCHASE
(Medical Marijuana Dispensing Facility – Albany)

THIS AGREEMENT made and entered into this 5th day of June, 2015, by and between FALCON PROPERTIES, LLC, a New York limited liability company (the “Landlord”) and COMPASSIONATE CARE WNY, LLC, a New York limited liability company (the “Tenant”) (each a “Party” and collectively “Parties”).

WITNESSETH

The Landlord, for and in consideration of Ten Dollars and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the payment of the Rent, as hereinafter defined, and the performance of the covenants and agreements set forth herein to be kept and performed by Tenant, does hereby demise, let and lease unto Tenant, with an express option to buy (the “Lease”) the following described premises, hereinafter referred to as the “Property”:

Real property commonly known as 1853 Western Avenue, Albany, New York, as further shown on Schedule "A" attached hereto and made a part hereof.

IN CONSIDERATION of the said demise and the covenants and agreements hereinafter expressed, it is covenanted and agreed as follows between Landlord and Tenant:

1. Tenant shall pay to Landlord base rent for said Property from June 5, 2015, to July 1, 2016 and thereafter for successive one year terms until mutually terminated by the Parties, each being

considered to be the Term of this Lease, (2,240 sq. ft. x \$ [REDACTED] \$ [REDACTED] per Lease Term (the “Base Rent”). For the convenience of the Tenant, the Base Rent shall be broken down into monthly installments of \$ [REDACTED] and paid in accordance with the terms of this Lease. It is agreed that each monthly installment shall be paid on or before the 1st day of each month, and that any monthly installment not paid on the 1st of the month shall incur late charges in the amount of \$ [REDACTED]. Any installment not paid by the 30th of the month when due shall be considered a Default of the Lease and Landlord may declare the Tenant in Default under the terms of the Lease.

2. As additional consideration and additional rent for this Lease (the “Additional Rent”) (the Base Rent and any Additional Rent shall hereinafter be collectively referred to as the “Rent”), Tenant agrees to timely pay as Additional Rent all real property taxes assessed against the Property, which become due and payable during the term of this Lease. Tenant shall, no later than 90 days after the end of each taxable period which falls wholly or partly within the term of this Lease, furnish a statement, with receipted tax bills attached, to Landlord.

3. As additional consideration and as part of the Additional Rent, Tenant shall maintain and pay for insurance covering the Property, which said policy or policies shall insure the respective interest of the Landlord and the Tenant as their interest may appear. Any loss shall be payable to Landlord and Tenant, as their interest may appear. Tenant shall supply

Landlord with insurance certificates showing said coverage and naming Landlord as an additional named insured.

4. Tenant shall use the Property for any lawful business permitted by the zoning laws **INCLUDING THE DISPENSING OF MEDICAL MARIJUANA IN ACCORDANCE WITH THE PROVISIONS OF THE COMPASSIONATE CARE ACT, PHL§ 3365 AND 10 NYCRR § 1004, et seg.**

5. As additional consideration and as part of the Additional Rent, Tenant agrees to pay for all public utilities and services rendered or furnished to the Property during the term hereof including water, gas and electricity, sanitation and/or garbage removal fees.

6. As additional consideration and as part of the Additional Rent, Landlord shall not be liable to Tenant or those claiming under Tenant for any damage done to or loss of personal property located on the Property or damage or loss suffered by the business or occupation of Tenant from any cause whatsoever.

7. As additional consideration and as part of the Additional Rent for this Lease, Tenant agrees to hold harmless, defend, and indemnify Landlord from any loss, cost or damage with respect to any injury or damage claimed, including but not limited to environmental liability to the person or property by any person, firm, or corporation as a result of Tenant's use, misuse, occupancy or possession of the Property or from any other cause whatsoever related to

Tenant's use of the Property.

8. Tenant agrees that the Property will be used and occupied in a careful, safe and proper manner and that Tenant will not permit waste therein.

9. All permanent alterations and additions to the Property shall remain for the benefit of Landlord. Tenant further agrees in the event of making such alterations as herein provided, to indemnify, defend, and hold harmless Landlord from any expenses, liens, claims or damages to person or property on the Property, arising out of or resulting from the undertaking or making of said alterations or additions and immediate discharging any mechanics lien by bonding, if necessary. Tenant shall remove any non-permanent alterations upon termination of this Lease at Tenants' expense.

10. As additional consideration and as Additional Rent, Tenant shall maintain and make all necessary repairs to the Property. The intent being that Tenant shall be liable for all maintenance, repairs and replacements required to keep the Property in existing or better condition as they now are during the term of this Lease. All government permits, inspection and requirements shall be secured and paid for by Tenant. Tenant may, at its own expense, erect and maintain signs upon Property. For the avoidance of doubt, this Lease is to be deemed a "triple net lease", as that term is commonly understood in commercial leases, such that the Tenant shall, as part of the Rent, be responsible for any and all costs and liabilities associated with the Property, and to hold the Landlord harmless, with the obligation to defend and indemnify Landlord, such that Landlord shall have no

obligation for such costs or claims.

11. In the event Tenant does not exercise his Option to Purchase the Property pursuant to Paragraph 14, it shall be delivered and surrendered to Landlord at the expiration of the term of this Lease or at any other termination of this Lease, in as good condition and repair as the same shall be at the commencement of said term, normal wear and tear only excepted.

12. Tenant agrees to permit Landlord or Landlord's representatives to inspect or examine the Property at any reasonable time.

13. As additional consideration and as part of the Additional Rent, during the Term of this Lease, Landlord shall not have to pay any such costs, whether or not Tenant occupies the Leasehold Property or they become vacant. In the event that Landlord shall be required to make a payment for any reason whatsoever relative to the Property during the Term of the Lease, including Landlord's legal fees and expenses to enforce Landlord's rights under this Lease, such payments shall be deemed to be payments of Additional Rent under this Lease and Tenant shall reimburse Landlord for any such payments when billed by Landlord. Landlord's right to receive reimbursement for such Additional Rent shall survive the termination of this Lease.

14. On or before the expiration of the Term of the Lease, Tenant shall have the express Option to Purchase the Property for the then fair market value of the Property, or any other mutually agreed upon price between the Parties (the "Purchase

Option"). If Tenant chooses to exercise its Purchase Option, Tenant shall notify Landlord in writing 30 days prior thereto of its intent to buy the Property. If Tenant notifies Landlord of its intent to buy the Property, Landlord and Tenant shall close the transaction pursuant to the terms of the standard Bar Association Real Property Contract being used at the time of exercise. The Parties shall close the transaction within 45 days of Tenant's receipt of an updated Search and Title Abstract (the "Closing Date"). Tenant shall be responsible for all closing costs associated with the transaction including, but not limited to, all costs incurred to obtain updated Search and Abstract of Title, survey, transfer tax and /or deed stamps and all recording fees. Any liens or title defects that effect the Property, if any, will be deducted from the purchase price and satisfied at closing on the Closing Date.

15. On the expiration of the Term of this Lease, if Tenant has not exercised its Option to Purchase the Property pursuant to paragraph 14 hereof, Tenant shall have the right to remove from the Property all non-permanent improvements and return the Property to its original condition. Tenant shall repair any damage caused by such removal and shall repair and close any holes or openings of any kind resulting from such removals in a workman-like manner.

16. Landlord covenants and agrees that if Tenant shall perform all of the covenants and agreements herein agreed to be performed on Tenant's part, and pay the Rent on a timely basis, Tenant shall at all times during said term have peaceable and quiet enjoyment and possession of said Property without

any manner of hindrance from Landlord or any person or persons claiming through Landlord.

17. In case the Property shall be destroyed, partially destroyed, or injured or otherwise so as to become untenable, the Tenant shall cause said Property to be repaired with all convenient speed and the Rent for the period required for repairs shall be paid. To the extent that monies are available, all insurance proceeds shall be used to repair the Property in such a manner that the market value, when repairs are completed, shall be equal to or greater than the market value prior to said rebuilding. Any additional cost of such repairs shall be paid by Tenant. If the Parties agree that the Property cannot reasonably be rebuilt or repaired within 12 months from the date of destruction, Landlord may elect to accept the insurance proceeds and terminate this Lease by giving a written notice to that effect to Tenant within 60 days after such destruction.

18. In the event of the happening of any of the following, or in the event Tenant fails to pay the Rent pursuant to the terms of this Lease, a Default of this Lease shall have occurred:

(a) Tenant shall fail to keep and perform any of the covenants, agreements, or conditions of this Lease on Tenant's part to be kept or performed after 30 days' notice in writing has been delivered to Tenant, except for Tenant's obligation to pay Rent, which shall not require any additional notice before Landlord may declare Tenant in Default, and such Default shall not have been cured within said thirty (30) days; or if

(b) Tenant shall make an

assignment for the benefit of creditors; or if

(c) The interest of Tenant in the Property shall be sold under execution or other regular process; or if

(d) Tenant shall be adjudged a bankrupt; or if

(e) A receiver shall be appointed for Tenant by any Court; or if

(f) Tenant shall vacate the Property and leave it unoccupied for more than 15 days in any 30-day period.

Landlord may, at Landlord's election at any time thereafter while any such condition exists, give fifteen (15) days notice to the Tenant of its intention to cancel and terminate this Lease; and if such Default or condition is not corrected or remedied within that period, this Lease and the rights of Tenant thereunder shall cease and terminate and Landlord may enter upon said Property and again have, repossess and enjoy same as if this Lease had not been made; without prejudice, however, to Landlord's right of action for breach of covenant against the Tenant, or any other action the Landlord may have against the Tenant in either law or equity. In the event of any such Default and entry by Landlord, Landlord may, but does not have an obligation to, relet said Property for the remainder of said Term and may recover from Tenant any deficiency between the amount so obtained and the Rent hereinbefore reserved, together with any an all costs incurred by Landlord in reletting the Property, including, but not limited to, any costs of improvements, broker fees, architect fees, expert fees, attorney fees, accountant fees, and costs for any municipal fees or costs. The commencement of a proceeding or suit in forcible

entry and detainer or in ejectment or otherwise, shall be equivalent in each respect to actual entry by Landlord. Tenant shall be responsible for all costs incurred by Landlord including judicial filing fees, reasonable attorney fees, and all other fees associated with eviction and collection proceedings. Nothing in this Section 18 shall be deemed to be an election of remedies by Landlord. The rights set forth herein are cumulative to any other rights Landlord may have in law or equity.

Should Landlord declare a Default, all Rent not heretofore paid shall be accelerated and shall be due and payable to the Landlord upon demand. No actions taken by the Landlord subsequent to a Default by Tenant shall interfere with, void or terminate the acceleration of the Rent in any fashion.

NOTWITHSTANDING THE FOREGOING, OR ANY OTHER PROVISION IN THIS LEASE, 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 29 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.

19. If the Property or any material part thereof materially affecting Tenant's use of the Property be taken by virtue of eminent domain, this Lease shall terminate on the date when title vests pursuant to such taking, and the Rent shall be apportioned as of said date unless Tenant exercises its Purchase Option, at which point Tenant shall step into the shoes of the Landlord and shall receive all rights, monies or any other consideration paid for in conjunction with the eminent domain. Should tenant not exercise its Purchase Option, Tenant shall not be entitled to any part of the award or any payment in lieu thereof with respect to the unexpired portion of the Lease Term. Nothing herein contained, however, shall prevent Tenant from filing a claim for, or receiving payment for any taking of fixtures and improvements owned by the Tenant, and for moving expenses.

20. Landlord and Tenant shall supply each other with the name, address and telephone number of the person responsible for the Property and a telephone number where that person can be reached after hours.

21. Neither Party has made any representations or promises except as contained herein and no modification of any provision hereof shall be valid unless in writing and signed by the

parties hereto. Landlord has not made any representation to the Tenant that the Property is properly zoned for its intended use, or is otherwise suitable for its intended use

22. Tenant may freely assign this Agreement and any of its rights under this Agreement upon written notice to Landlord. Tenant may also freely sublease any portion of the Property.

23. The parties represent and warrant to each other that this Lease has been duly executed and that each of them has full right power and authority to enter into this Lease

24. This Lease and the rights and obligations of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the state of New York. All obligations, if any, of either party requiring any performance after the expiration of the term shall survive the expiration of the term and shall be fully enforceable in accordance with those provisions pertaining thereto

25. All notices required to be given by either party shall be delivered in writing and shall be deemed to be duly given if personally delivered, faxed, emailed, or sent by registered or certified mail to the parties addressed herein above set forth. Either party may change its address by notifying the other of such change. If any provision of this Lease shall become invalid or unenforceable, it shall not effect any other provision. No oral statement of prior written matters pertaining to the subject matter hereof shall have any force or effect after the signing of this Lease, with all of such statements and matters being

merged herein and superseded hereby. This Lease may not be modified or amended except by a writing signed by each of the parties hereto and their respective successors and assigns. A waiver by any party as to any specific provision of this Lease shall not be construed as a waiver by that party as to any other provision of this Lease. The provisions of this Lease shall be binding upon the heirs, representatives and assigns of the parties.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have set their hands, the day and year first above written.

LANDLORD:

FALCON PROPERTIES, LLC

By: Gerald A. Buchheit, Jr.
Gerald A. Buchheit, Jr.
General Manager

TENANT:

COMPASSIONATE CARE WNY, LLC
a New York limited liability company

By: CCWNY, LLC, Manager

Gerald A. Buchheit, Jr.
Name: Gerald A. Buchheit, Jr.
Its: General Manager

EXHIBIT A
Site Plan or Survey

ATTACHMENT

D

SECTION 1

MANUFACTURING PLAN

Introduction

A well thought-out and executed manufacturing plan is paramount to ensure that production runs in a smooth and orderly fashion. Compassionate Care WNY, LLC will be

[REDACTED]

[REDACTED]

Jonathon McGiveron has been selected as the head cultivator and plant manager of Compassionate Care WNY, LLC. With more than five years experience cultivating and manufacturing medical marijuana in [REDACTED], Mr. McGiveron has the knowledge needed to effectively operate this facility. Mr. McGiveron has a Bachelor of Science in Business from Sierra Nevada College, and has used his education to make innovative and effective decisions during his time cultivating in [REDACTED]. His knowledge of the science involved with cannabis cultivation, coupled with his business management background has given him a leg-up over others in the industry. Throughout his time growing medical marijuana, Mr. McGiveron has utilized Good Agricultural Practices (GAP) to grow high-quality products. He has demonstrated optimal results with multiple methods of growth in both soil and hydroponic media. With strategic organization and agricultural knowledge, he has been able to adapt to multiple growing environments with success.

As a caregiver, it is important for Mr. McGiveron to provide the best possible medicine, with the fewest impurities. He uses organic cultivation methods and recycles whenever possible to reduce the carbon footprint of manufacturing.

With experience in team management and leadership, Mr. McGiveron is confident that he will run the manufacturing facility, while effectively managing a team of growers with all levels of cultivation experience. His goal is to manage the best team of medical marijuana growers in the country, while exceeding any expectations through a system of training and cultivation techniques that will incorporate GAP and other energy efficient measures.

Cultivation and Manufacturing

The manufacturing plan will be split into three sections that will clearly explain Compassionate Care WNY, LLC's methods of cultivation and manufacturing. Each section provides illustrated explanations to give the reader a better understanding of how the manufacturing process will work.

- **Production Plan** - Will descriptively explain the flow of production from seed to sale.
- **Strain/Brand Selection** - Will give a detailed description of each strain Compassionate Care WNY, LLC has chosen to use for cultivation.
- **Facility Breakdown** - Will include the layout of the facility and explain what each room will be used for from seed to sale.

Production Plan

The production plan of the facility will use a horseshoe flow layout and will be drawn in steps from the beginning to end. The cultivation plan, with a thought-out feeding schedule and extraction techniques, will be included in this section.



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

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SECTION 2

TRANSPORT AND DISTRIBUTION

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

SECTION 3

DISPENSING AND SALE PLAN

Compassionate Care WNY, LLC will operate its dispensaries in accordance with best practices to ensure compliance with all aspects of New York State's Compassionate Care Act and associated regulations, while ensuring that the security of the medical marijuana (the "product") and the certified patient or caregiver are maintained at the highest possible level.

Following the New York State Department of Health's ("DOH") laws and regulations, Compassionate Care WNY, LLC will ensure that only certified patients and/or caregivers are allowed into its dispensing facilities. Each facility's security department will verify that any individual(s) requesting entrance into the dispensary shall be a certified patient in possession of a registry identification card. Once allowed into the dispensing facility, the facility security will record a visitor log, which will include the name of the patient/caregiver, date and time (entrance and exit), and purpose of the visit. All visitor logs will be available to any DOH agent or designee for inspection upon request as well as during working hours of the dispensary. The visitor logs will also be kept on file in accordance with all applicable regulations.

Compassionate Care WNY, LLC will verify the background of each of their pharmacists, including full personal background checks, and ensure that each is trained properly with the medication ordering system that has been put in place to serve our patients. The medication ordering system will comply with all DOH as well as HIPAA requirements to ensure patient safety and confidentiality. The pharmacists will be provided a record of the patients' current and previous medications to be able to properly educate the certified patient and/or caregiver on any type of pharmaceutical interactions. The Compassionate Care WNY, LLC pharmacists will also be familiar with the whole process of dispensing and sale to prevent and/or detect errors. Any action that is, or could, cause an error will be immediately suspended and will be audited and changed to prevent any further possible issue.

The Compassionate Care WNY, LLC Dispensing and Sale Plan shall include daily standard procedures as described in the following. After being verified by the onsite security guard and logged into the visitor log, the certified patient and/or caregiver will be shown into a private consultation room. It is here where they will sit with a pharmacist to discuss any questions and go over all the required paperwork to the patient's and pharmacist's satisfaction.

After that time, the pharmacist will proceed to the dispensary pass through area and fill the patient's order. After the patient/caregiver receives the order, they will proceed back to the lobby area where they will checkout with the cashier.

During the above sale procedure, the Compassionate Care WNY, LLC dispensary staff will ensure that all work is checked by manual or technological means and that all processes conform to and state laws and regulations. The pharmacists will participate in, at minimum, a self-checking process in reading prescriptions, labeling (drug or ingredients and pharmacist-generated labeling), and dosage calculations ensuring the accuracy of the drug, labeling, packaging, quantity, dose, and instructions. The pharmacists should also ensure that medications are delivered to the patient/caregiver in a timely fashion after receipt of orders, according to hospital policies and procedures.

As mandated by the State of New York, Compassionate Care WNY, LLC will use mandated Seed-to-Sale tracking software, including but not limited to state identified servers, point-of-sale terminals, fingerprint scanners, bar code scanners, document scanners, and label creation tools. As approved by the department, the labels will be affixed to the medical marijuana product package as well as a patient specific dispensing label, which will also be approved by the NYS DOH. These labels will have the following: the patient's name and registry identification number and designated caregiver (if applicable), the certifying practitioner's name; the dispensing facility name, address, and phone number; the dosing and administration instructions; the quantity and date dispensed; and any recommendation or limitation by the practitioner as to the use of the medical marijuana product.

Compassionate Care WNY, LLC will comply with all state, and local laws with regard to dispensing and sale of medical marijuana, which will include but are not limited to, a daily electronically filed record of what strain, quantity, and to whom it was dispensed at the close of each business day or in real time if the DOH request the information.

SECTION 4

DEVICES

Vapor Cartridge

Vapor cartridges will be used with battery-powered devices that heat the cannabis oil through the use of a ceramic heating element to just below the temperature of combustion, thereby producing a vapor that will be inhaled, instead of smoke. This method of administration is fast and is far better for the lungs than any form of combustion. At Compassionate Care WNY, LLC, the liquid that is made from mixed CO2 oil and propylene glycol will be prefilled prior to transportation to the dispensaries for sale. Compassionate Care WNY, LLC will offer the sale of the battery packs to be used with the specific cartridges to go along with the prefilled CO2 cartridges. Filling these cartridges will be done by adding one gram of CO2 oil in each cartridge and sealing it. These vapor cartridges will then be moved to packaging to be tamper-proof. All vapor cartridges will be compliant with New York State laws. The patient will also have the option of buying small vials of oil that can be used to refill the vapor pens themselves. Patients will only be able to purchase a 30-day supply of this oil for refills. For those who would like to refill the canisters themselves, in the vapor pens of their choice, small vials of the medicated oil will be a better option.

Capsule

A gel capsule will be used as another, more discrete form of administration that medical marijuana patients will have the option to purchase. The process involved in making the ingredients of the gel capsules will start with using the extracted oils that are also being used in the vapor cartridges. Once the CO2 oil is extracted from the plant matter, it will be heated using a double boiler and mixed with a fat. Compassionate Care WNY, LLC will either use a Medium Chain Triglyceride (MCT)) or coconut oil to loosen the oils up and make them more fluid, all while adjusting the potency to the specified strength. Doing so will help when filling the capsules. Gelatin, derived from either vegetables or animal bones, palm oil, glycerin, and purified water will make up the outer layer of the

gel capsule. A large industrial blender will mix the combination of these three ingredients to a gel-like consistency. The mixture will then be heated to 175 degrees and lightly mixed to remove air bubbles. The gel will be laid out flat on a cooling wheel and slowly cooled while being stamped into a dye that will be the impression of the two sides of the capsule. At this point the gel will be sticky enough to bond the two sides together, and a pump will inject metered dosages of the oil/fat mixture into the capsule, sealing them together. A tumbler will be used to dry the capsules out preparing them to be packaged for sale. This method will be done manually or by a machine.

SYQE Metered Inhaler (Pending Department of Health Approval)

The SYQE metered medical inhaler, is the first of its kind and is so new that it has not been chosen as a compliant method of administration just yet. We hope to use this method of administration if it is eventually an approved method. Unlike vaporization through vapor pens, this inhaler gives the patient a specific dosage each time it is used. It is pocket-sized and is “poised to become the most advanced and versatile inhalation based drug delivery platform of its kind,” according to SYQE Medical. At a starting metered dosage of 100 micrograms, the SYQE inhaler has precision dosage deliveries, which will give the patients the optimum level of medicine without the psychoactive disadvantages cannabis can sometimes have. This New-Age inhaler will have an interactive application that can be installed onto a smartphone that will give patients the opportunity to adjust their dosages if needed. Caregivers can also gain access to these analytics, and refill the cartridges with a higher dosage of medicine after each use to make sure the patient is getting their optimal dosage every time the inhaler is used.

SECTION 5

SECURITY AND CONTROL OPERATION

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

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

SECTION 6

STANDARD OPERATING PROCEDURE

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

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

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SECTION 7

QUALITY ASSURANCE PLAN

Compassionate Care WNY, LLC plans to comply with all New York State regulations and have design plans to detect, identify, and prevent dispensing errors. Organizational policies and procedures will be established to prevent medication errors. Development of the policies and procedures will involve multiple departments including pharmacy, medicine, nursing, risk management, legal counsel, and organizational administration. National guidelines have been reviewed and best practices have been employed in the quality assurance process.

The pharmacist is expected to play a pivotal role in preventing medication misuse. The value of pharmacists' interventions to prevent medication errors resulting from inappropriate prescribing have been documented in several cases. Ideally, the pharmacist should collaborate with the prescriber in developing, implementing, and monitoring a therapeutic plan to produce defined therapeutic outcomes for the patient. It is also vital that the pharmacist devotes careful attention to the dispensing processes to ensure that errors are not introduced at that point in the medication process.

Compassionate Care WNY, LLC pharmacists will participate in drug therapy monitoring (including the following when indicated: the assessment of therapeutic appropriateness, medication administration appropriateness, and possible duplicate therapies; review for possible interactions; and evaluation of pertinent clinical and laboratory data) and Drug Usage Evaluation (DUE) activities to help achieve safe, effective, and rational use of drugs.

To recommend and recognize appropriate drug therapy, Compassionate Care WNY, LLC pharmacists will stay abreast of the current state of knowledge through familiarity with literature, consultation with colleagues and other health-care providers, participation in continuing professional education programs, and other means. Pharmacists should make themselves available to prescribers and nurses to offer information and advice about therapeutic drug regimens and the correct use of medications.

The pharmacists will be familiar with the medication ordering system and drug distribution policies and procedures established for the organizational setting to provide safe distribution of all medications and related supplies to inpatients and ambulatory patients.

In particular, Compassionate Care WNY, LLC pharmacists will be familiar with all elements within the system to prevent or detect errors. Actions by any staff that would (even unintentionally) defeat or compromise those elements should serve as “alerts” to the pharmacist that safety may be affected. Any necessary follow-up action (e.g., education or reeducation of staff) will ensue promptly. Compassionate Care WNY, LLC pharmacists will never assume or guess the intent of confusing medication orders. If there are any questions, the prescriber should be contacted prior to dispensing. When preparing drugs, the pharmacists will maintain orderliness and cleanliness in the work area and perform one procedure at a time with as few interruptions as possible.

Before dispensing a medication in nonemergency situations, the pharmacist will review an original copy of the written medication order. The pharmacist will ensure that all work performed by supportive personnel, or through the use of automated devices, is checked by manual or technological means. All processes must conform to applicable state and federal laws and regulations. The pharmacists will participate in, at a minimum, a self-checking process in reading prescriptions, labeling (drug or ingredients and pharmacist-generated labeling), and dosage calculations. They must make certain that the following are accurate: drug, labeling, packaging, quantity, dose, and instructions. The pharmacists should ensure that medications are delivered to the patient-care area in a timely fashion after receipt of orders, according to hospital policies and procedures. If medication doses are not delivered or if therapy is delayed for any reason, pending resolution of detected problem (e.g., allergy or contraindications), the pharmacist will notify the nursing staff of the delay and the reason.

When dispensing medications in the dispensing facility, Compassionate Care WNY, LLC pharmacists will counsel patients or caregivers and verify that they understand why medication was prescribed and dispensed, its intended use, any special precautions that might be observed, and other needed information. For inpatients, pharmacists should make their services available to counsel patients, families, or other caregivers when appropriate.

As an additional effort to detect, identify, and prevent dispensing errors, Compassionate Care WNY, LLC will employ the Agency for Healthcare Research and Quality (AHRQ) Certified Patient Safety Organization at the University at Buffalo. The Patient Safety Organization (PSO) component of the Medication Management Research Network at the

University at Buffalo was established and received federal certification from the AHRQ in January 2010 (recertified 2013).

SECTION 8

RETURNS, COMPLAINTS, ADVERSE EVENTS AND RECALLS

I. Returns

Returns Policy of Compassionate Care WNY, LLC

Compassionate Care WNY, LLC is committed to providing the highest quality medical product. In the event a product has to be returned, the product is to be returned to the dispensing facility. All returned products are carefully inspected upon receipt. Each product will be thoroughly inspected and a determination will be made if eligibility of requirements are met for credit, replacement, exchange or repair. Returned products will not be re-dispensed to any patient and will be separated for appropriate disposal and will comply with New York State regulations.

II. Complaints

Complaints Policy of Compassionate Care WNY, LLC

Compassionate Care WNY, LLC views complaints as an opportunity to learn and improve for the future, as well as a chance to put things right for the person (or organization) that has made the complaint.

Our policy is:

- To provide a fair complaints procedure which is clear and easy to use for anyone wishing to make a complaint.
- To publicize the existence of our complaints procedure so that people know how to contact us to make a complaint.
- To make sure everyone at Compassionate Care WNY, LLC knows what to do if a complaint is received.
- To make sure all complaints are investigated fairly and in a timely manner.
- To make sure that complaints are, wherever possible, resolved and that relationships are repaired.

- To gather information that helps us to improve what we do.

Definition of a Complaint

A complaint is any expression of dissatisfaction, whether justified or not, about any aspect of Compassionate Care WNY, LLC.

Where Complaints Come From

Complaints may come from any individual doing business with Compassionate Care WNY, LLC. A complaint can be received verbally, by phone, by email, or in writing. This policy does not cover complaints from staff, who should use Compassionate Care WNY, LLC's Discipline and Grievance policies.

Confidentiality

All complaint information will be handled sensitively, telling only those who need to know and following any relevant data protection requirements. Overall responsibility for this policy and its implementation lies with Management.

Review

This policy is reviewed regularly and updated as required.

III. Adverse Events

Adverse Events Policy of Compassionate Care WNY, LLC

FDA Adverse Event Reporting System (FAERS)

The FDA Adverse Event Reporting System (FAERS) is a database that contains information on adverse events and medication error reports submitted to the Food and Drug Administration (FDA). The database is designed to support the FDA's post-marketing safety surveillance program for drug and therapeutic biologic products. The informatics structure of the FAERS database adheres to the international safety reporting guidance issued by the International Conference on Harmonization (ICH E2B). Adverse

events and medication errors are coded to terms in the Medical Dictionary for Regulatory Activities (MedDRA) terminology.

Who Reports to FAERS?

Reporting of adverse events and medication errors by healthcare professionals and consumers is voluntary in the United States. The FDA receives some adverse event and medication error reports directly from healthcare professionals such as physicians, pharmacists, nurses and others and consumers such as patients, family members, lawyers and others. Healthcare professionals and consumers may also report adverse events and/or medication errors to the products' manufacturers. If a manufacturer receives an adverse event report, it is required to send the report to the FDA as specified by regulations. The reports received directly and the reports from manufacturers are entered into FAERS.

How Can I Report an Adverse Event or Medication Error to the FDA?

The MedWatch site provides information about voluntary and mandatory reporting.

MedWatch Online Voluntary Reporting Form

Utilization of the MedWatch form is used to report any adverse event that you observe or suspect for human medical products, including serious drug side effects, product use errors, product quality problems, and therapeutic failures.

Follow this link to report an event: <https://www.accessdata.fda.gov/scripts/medwatch>

IV. Recalls

Recalls Policy of Compassionate Care WNY, LLC

Compassionate Care WNY, LLC will comply with the FDA recall procedures. As stated by the FDA, recalls are an appropriate alternative method for removing or correcting marketed consumer products, their labeling, and/or promotional literature that violate the laws administered by the FDA. Recalls afford equal consumer protection, but are generally more efficient and timely than formal administrative or civil actions, especially

when the product has been widely distributed. Manufacturers and/or distributors may initiate a recall at any time to fulfill their responsibility to protect the public health from products that present a risk of injury or gross deception, or are otherwise defective. Firms may also initiate a recall following notification of a problem by the FDA or a state agency, in response to a formal request by the FDA, or as ordered by the FDA. Summary of recalls can be seen at the following site: <http://www.fda.gov/downloads/ICECI/ComplianceManuals/RegulatoryProceduresManual/UCM074312.pdf>

SECTION 9

PRODUCT QUALITY ASSURANCE PROGRAM

Compassionate Care WNY, LLC's Quality Assurance Program (QAP) is designed to track contamination incidents, document the investigated source of such incidents, and the appropriate corrective action(s) taken.

The purpose of quality assurance in pharmaceutical supply systems is to help ensure that each medication reaching the patient is safe, effective, and of acceptable quality. A comprehensive QAP includes both the technical and managerial activities, spanning the entire supply process from pharmaceutical selection to patient use. Compassionate Care WNY, LLC will comply with all New York State regulations and have designed plans to detect, identify, and prevent dispensing errors. Organizational policies and procedures will be established to prevent medication errors. Development of the policies and procedures will involve multiple departments, including pharmacy, medicine, nursing, risk management, legal counsel, and organizational administration. National guidelines have been reviewed and best practices have been employed in the quality assurance process. Throughout all phases of operation, Compassionate Care WNY, LLC will utilize good manufacturing practice that ensures products are consistently produced and controlled according to quality standards. It is designed to minimize risks in production that cannot be eliminated through testing the final product. Onsite laboratory testing will be conducted on products in the registered organization via a Compassionate Care WNY, LLC quality assurance lab. This includes, but is not limited to, residual solvent testing and flame ionization detector test for residual solvent. The goal is to test for contaminants as stated in the New York State Medical Marijuana Program Regulations §1004.14 (g)

Contaminated products will be separated from all other products and will then follow Current Good Manufacturing Practice regulations (CGMP) for manufacturing drugs per Food and Drug Administration (FDA) guidelines. If a contamination occurs after distribution, there will be a recall notification for affected batches, an investigation, and a follow-up with procedures to prevent a repeat occurrence. Documentation of the

incident(s) will be recorded and reported to the appropriate departments for review and analysis. Corrective action will be implemented to prevent further areas of deficiency.

In order to minimize contamination, various methods will be implemented, including but not limited to, hand washing, utilization of personal protective equipment, removal of external packaging in designated areas, equipment maintenance and testing for calibration, CGMPs, and safe handling and storage

In addition to CGMPs, Compassionate Care WNY, LLC will follow World Health Organization (WHO) guidelines for quality assurance for pharmaceuticals. Details for quality control can be seen in the following link: <http://apps.who.int/medicinedocs/documents/s19596en/s19596en.pdf>

Compassionate Care WNY, LLC wants to provide the highest quality and safety via document review, inspection of product, product testing, reporting, data analysis and evaluation. Through these measures, quality control will be maintained.

SECTION 10

RECORD KEEPING

INTRODUCTION

Compassionate Care WNY, LLC's record keeping protocols mandate the systematic creation, maintenance, use, and disposition of all documents, transactions, and data created or acquired in the manufacturing or dispensing of medical marijuana, in compliance with 10 NYCRR §1004.5(b)(4)(vii) and Article 33 of New York State Public Health Law.

1. Corporate Records
 - a. Subject to applicable laws, Compassionate Care WNY, LLC shall retain the following records permanently for inspection by the Department or its authorized representatives:
 - i. Appropriate ledger and related end of year balances
 - ii. Cancelled checks for payment of taxes, purchase of property, and in payment of important contracts
 - iii. Capital stock and bond records
 - iv. Ledgers, transfer registers, stubs showing issues and record of interest coupons
 - v. Cash books (receipts and disbursement journals)
 - vi. Deeds, mortgages, and bills of sale, contracts and leases in effect
 - vii. Depreciation schedules
 - viii. Employment taxes (records and returns, including withholding statements)
 - ix. Year End Financial statements
 - x. General and private ledgers, and related end of year trial balances
 - xi. Insurance records
 - xii. Minute books of directors and stockholders, by-laws
 - xiii. Patents and related papers

- xiv. Property appraisals by outside appraisers
 - xv. Property ledgers - including costs, depreciation reserves, and end of year trial balances
 - xvi. Tax returns and worksheets, Revenue Agent's reports and other documents relating to
 - xvii. Determination of tax liability
 - xviii. Trademark registrations
- b. Subject to applicable laws, Compassionate Care WNY, LLC shall retain the following records for five years for inspection by the Department or its authorized representatives:
- i. Accident reports
 - ii. Accounts receivable ledgers and related trial balances
 - iii. Bank reconciliations, as applicable
 - iv. Bank statements, as applicable
 - v. Canceled checks (see exception under permanent records)
 - vi. Contracts and leases expired
 - vii. Duplicate deposit slips
 - viii. Employment applications
 - ix. Expense analyses and expense distribution schedules
 - x. Garnishments
 - xi. General correspondence
 - xii. Internal audit reports, including working papers
 - xiii. Inventory summaries of product, materials, and supplies
 - xiv. Invoices to customers and from vendors
 - xv. Journal vouchers
 - xvi. Miscellaneous internal reports
 - xvii. Notes receivable ledgers and related trial balances
 - xviii. Payroll records and summaries, including payments to pensioners
 - xix. Personnel files (terminated)
 - xx. Petty cash vouchers
 - xxi. Physical inventory tags

- xxii. Purchase orders (purchasing department copies)
 - xxiii. Sales records
 - xxiv. Scrap salvage records - Inventories, sales, etc.
 - xxv. Subsidiary ledgers to the general ledger and related trial balances
 - xxvi. Time books
 - xxvii. Voucher register and related trial balances
- c. Corporate records, above, shall be stored at the corporate offices of Compassionate Care WNY, LLC, as well as stored in duplicate at a secure records management and storage facility.
- d. The General Manager shall be responsible for the creation and maintenance of the above records.

2. Manufacturing Records

- a. All manufacturing activity shall be contemporaneously documented in hard copy on proprietary forms as described in Compassionate Care WNY, LLC's Standard Operating Procedures. Such data will be entered into a secure electronic records management software, Accutrac® Software for Records Management, at the close of each business day. Data relative to the manufacturing process will be recorded in each of the following categories:
- i. Fertilizers
 - ii. Fungicides
 - iii. Growth Promoters
 - iv. Herbicides
 - v. Hydroponic Materials
 - vi. Nutrients
 - vii. Pesticides
 - viii. Soil
 - ix. Soil Amendment

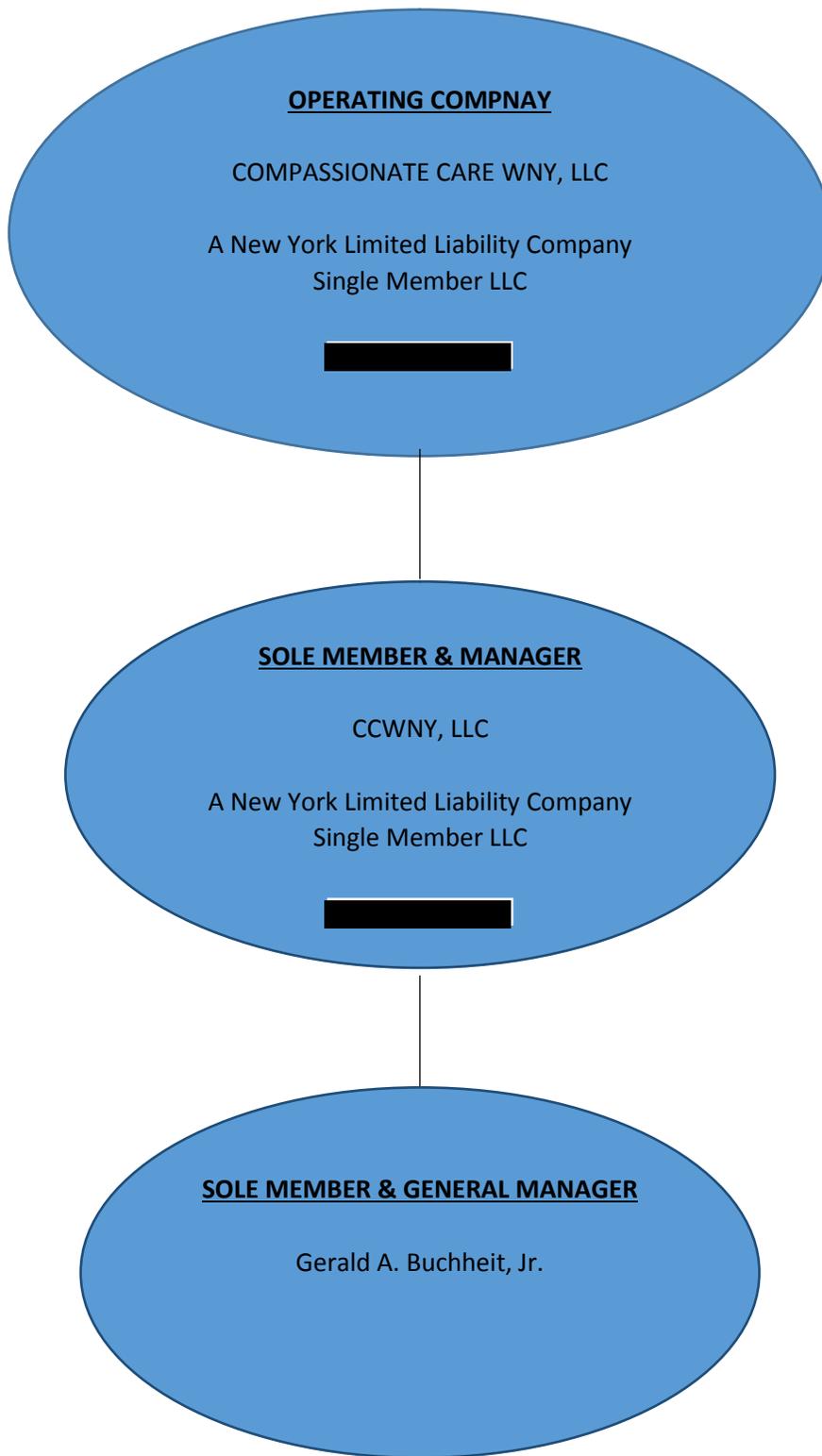
- b. The above data will be recorded by date, time and quantity used, and Compassionate Care WNY, LLC anticipates coding each data set to link to the seed-to-sale software to be provided by the Department of Health.
 - c. The above manufacturing records shall be maintained for a period of five years, as required by Article 33 of the Public Health Law.
 - d. Compassionate Care WNY, LLC shall further maintain contemporaneous records of:
 - i. Cultivation
 - ii. Labeling
 - iii. Manufacturing
 - iv. Packaging
 - v. Production
 - e. The above manufacturing records shall also be maintained for a period of five years, as required by Article 33 of the Public Health Law.
3. Seed to Sale records
- a. Compassionate Care WNY, LLC shall utilize the seed-to-sale software distributed by the New York State Department of Health in accordance with the appropriate regulations of the department.
4. Sale and Dispensing Records
- a. Compassionate Care WNY, LLC shall maintain contemporary records of each transaction, identifying for every transaction the:
 - i. Patient's registry identification card number
 - ii. 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
 - iii. An identification number which shall be populated by a number provided by the department, to identify the registered organization's dispensing facility
 - iv. The patient name, date of birth, and sex

- v. The patient address, including street, city, state, zip code
 - vi. If applicable, designated caregiver's name and registry identification card number
 - vii. The date the approved medical marijuana product was filled by the dispensing facility
 - viii. The metric quantity for the approved medical marijuana product
 - ix. 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
 - x. The number of the day's supply dispensed
 - xi. The registered practitioner's Drug Enforcement Administration number
 - xii. The date the written certification was issued by the registered practitioner
 - xiii. The payment method
- b. In addition to filing the above data with the Department in the manner specified by the Department, all data shall be contemporaneously documented in hard copy on proprietary forms as described in Compassionate Care WNY, LLC's Standard Operating Procedures. Such data will also be entered into a secure electronic records management software, Accutrac® Software for Records Management, at the close of each business day.
- c. The above records shall also be maintained for a period of five years, as required by Article 33 of the Public Health Law.
- d. In addition, records will be kept on all patient consultations in which the patient's health and cannabis use are discussed, as well as of specific strain recommendations, the patient's past reactions (including side-effects), treatment alternatives considered or rejected, and the other types of care the patient has received or is receiving.

- e. Only authorized staff will have access to patient records, which shall be subject to the same level of security and confidentiality as other types of health information in traditional medical settings.

ATTACHMENT

E



OPERATING AGREEMENT
COMPASSIONATE CARE WNY, LLC

This Agreement, dated May 1, 2015 is among the Members signing it below.

WHEREAS, the Members signing this Agreement desire to form a limited liability company known as Compassionate Care WNY, LLC, pursuant to the New York Limited Liability Company Law solely for the purpose of starting a business and to engage in any activities as are reasonable, necessary or appropriate in connection with the foregoing, and to promote the interests of the company and enhance the value of its property.

WHEREAS, the Members 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 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 Compassionate Care WNY, LLC.

(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) *"Majority Interest"* shall mean more than 50 percent of the total number of units of ownership issued to all Members by the Company.

(i) *"Managers"* shall mean each individual listed in the articles of Organization or in Exhibit A to 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 as a Member and each Person who or which may hereafter become a part to this Agreement.

(k) *"Membership Interest"* means with respect to the Company, the percentage of ownership as reflected by the number of units owned by each Member as indicated on that Member's Certificate of Membership in proportion to the total number of units issued to all Members by the Company and as set forth in Exhibit B to this Operating Agreement.

(l) *"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.

(m) *"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.

(n) *"New York Act"* shall mean the New York Limited Liability Company Act.

(o) *"Person"* shall mean any corporation, governmental authority, limited liability company, partnership, trust, unincorporated association or other entity.

(p) *"Selling Member"* shall mean a Member desiring to sell a Membership Interest.

(q) *"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 Compassionate Care of Western New York, LLC.

2.3 *Principal Place of Business.* The principal place of business of the Company within the State of New York shall be 3345 North Benzing Road, Orchard Park, New York. The Company may establish any other places of business as the Managers may from time to time deem advisable.

2.4 *Registered Agent.* The Company's registered agent shall be that as indicated in the Articles of Organization. The registered agent may be changed from time to time by amending the Articles of Organization pursuant to the New York Act.

2.5 *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.

2.6 *Purposes.* The purpose of the Company is to conduct its business and to engage in any activities as are reasonable, necessary or appropriate in connection with the foregoing, and to promote the interests of the Company and enhance the value of its property.

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 vote or written consent of a Majority Interest of Membership Interest. Any additional Members added pursuant to this section shall not dilute the other Members' Membership Interest without the consent of all Members holding a Membership Interest.

3.3 *Books and Records.* The Company shall keep books and records of accounts and minutes of all meetings of the Members. True and correct books and records of the Company shall be maintained in accordance with sound and accepted accounting principles showing all costs, expenditures, sales, receipts, assets, liabilities, distributions, profits, and losses. The books and records shall include all other records necessary, convenient, or incidental to recording the Company's business and affairs. Such books and records shall be maintained on a cash basis in accordance with this Agreement. The books of account and records of the Company shall be audited annually. All audits shall be conducted by such independent public accountants as the Managers may from time to time select, and the costs thereof shall be borne by the Company. Such books of account of the Company shall be made available to any Member of the Company during ordinary business hours within 48 hours of their written request.

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 a vote or written consent of a Majority Interest 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. At the discretion of the Members, at the time a Member is admitted, they may 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 of the Code.

3.10 *Loans.* Any Member of the Company may, but shall not be required to, loan additional cash to the Company from time to time for purposes of the Company. Any such loan or loans shall not be treated as a capital contribution of the Member making such loan or loans or entitle such Member to any increase in his or her share of the distributions of the Company, nor subject such Member to any greater proportion of the losses which it may sustain. The amount of any such loan or loans shall be a debt due from the Company to such Member and, unless otherwise provided and agreed upon, shall be repaid to such Member with simple interest at the rate of 10% per annum, or as otherwise may be agreed upon, on the unpaid balance from time to time remaining outstanding until

such time as the Company has sufficient funds available to repay such debt. No distributions of the Company's cash or cash equivalents shall be made while any loans to the Company from the various Members are outstanding without the prior consent for the Member or Members who loaned funds to the Company.

ARTICLE IV Management

4.1 *Management.* The Articles of Organization provide for management of the Company by a manager or managers.

4.2 *Number, Tenure and Qualifications of Managers.* The Company shall be operated by a Manager. The individual or entity listed on Exhibit A to this Agreement shall serve as the Manager. The number of Managers of the Company may be amended from time to time by the vote or written consent of a Majority Interest of the Members. 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 a Majority Interest of all of the Members 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, mortgage or otherwise dispose of any property to any Person, (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 Managers consider necessary, convenient or advisable in connection with any business of the Company. The Managers shall have the power to conduct the daily business of the Company in a commercially reasonable manner.

4.4 *Binding Authority.* Unless authorized to do so by this Agreement or by the Managers, no Person shall have any power or authority to bind the Company, including the Members. No Person shall have any power or authority to bind the Company unless such Person has been authorized by the Managers 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 guaranty 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 Managers 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 a Majority Interest of the Members. 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 all 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 a Majority Interest of the Members. 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 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 a Majority Interest of the Members. No Manager shall be prevented from receiving such a salary or other compensation because such Manager is also a Member.

4.12 *Officers.* The Managers may, but shall not be required to, 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 fixed by the Managers.

ARTICLE V

Meetings of Members

5.1 *Annual Meeting.* The annual meeting of the Members shall be held on each first Tuesday in August or at such other time as shall be determined by the vote or written consent of a Majority Interest of the Members 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 made 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 of 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.* A Majority Interest of the Members, 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 transaction 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, except as otherwise set forth in this Agreement (such as in Section 3.6 which requires at least 80 percent of the total number of units of ownership issued to all Members by the Company to approve the sale, lease exchange or other disposition of all or substantially all of the assets of the Company), the vote or written consent of a Majority Interest of the Members shall be the act of the Members.

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 therefore 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 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 Company who extend or continue credit to the Company 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 Company, 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 a Majority Interest of the Members and same shall be delivered to the office of the Company at its principal place of business, or a Manager, employee or agent of the Company. Delivery made to the office of the Company may be made by either hand deliver fax or email. For the purposes of this Section, if a consent is delivered to the Company by fax or email, a facsimile or email copy of the Member's signature shall be deemed an original and shall be legally binding upon the Member and the Company in all respects.

(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 of the Company at its principal place of business or to a Manager, employee or agent of the Company having custody of the records of the Company. Delivery made to the office of the Company may be made by either hand-delivery, fax or email. For the purposes of this Section, if a consent is delivered to the Company by fax or email, a facsimile or email copy of the Member's signature shall be deemed an original and shall be legally binding upon the Member and the Company in all respects.

(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 have not consented in writing but who would have been entitled to vote thereon had such action been taken at a meeting. Such notice may be made by either hand-delivery, fax or email. For the purposes of this Section, if a notice is delivered to the Member by fax or email, a facsimile or email copy of the signature of the Person sending the notice shall be deemed an original and shall be legally binding upon the Member and the Company in all respects.

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 or 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. For the

purposes of this Section, if a waiver of notice is delivered to the Company or the Manager by fax or email, a facsimile or email copy of the signature of the Person sending the notice shall be deemed an original and shall be legally binding upon the Member and the Company in all respects.

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 set forth in Exhibit B to this Agreement as the Capital Contribution to be made by him, her or it.

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 each Member's Membership Interest.

7.2 *Distributions.* The Managers may from time to time, in the discretion of the Managers, 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 made to any Member unless and until his full capital contribution has been fulfilled. No distribution shall be made to any Member until all loans, debts or other liabilities of the Company have been satisfied in full. 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 Managers.* The Managers shall designate one Manager to be the "tax matters Manager" of the Company pursuant to Section 6231(a)(7) of the Code. Any Manager who is designated "tax matters Manager" 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. Each Member's Certificate of Membership shall bear a legend that it is transferable only in accordance with the provisions of Article IX of the Operating Agreement and that all other transfers are legally ineffective and are null and void.

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 not 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 a Majority Interest of the Members. 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. Any additional Members added pursuant to this section shall not dilute the other Members' Membership Interest without the consent of all Members holding a Membership Interest.

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.

9.7 *Death, Dissolution or Bankruptcy.* Upon the death, dissolution, or bankruptcy of any Member, the remaining Members shall have the right to exercise a right of first refusal to purchase in equal shares the entire interest of the Member who has died, dissolved, or gone bankrupt at the fair market value of such interest as determined by taking the average of two independent appraisals – one appraiser to be retained by and paid for by the deceased, dissolved or bankrupt Member, and one appraiser to be retained and paid for by the surviving Member or Members. The right of first refusal must be exercised within 90 from the date of the completion of the 2 appraisals or within 365 days of the death, dissolution or bankruptcy of any Member, whichever is earlier. Should any single Member not wish to participate in exercising their right of first refusal, they must send a written notice to all of the other Members within 30 days of the completion of the 2 appraisals of their intention not to participate. The remaining Member or Members may exercise the opting out Member's share equally, unless the other Members agree to share unequally. The right of first refusal outlined in this Section 9.7 must be exercised for the entire share of the Membership units at

issue. Should the right of first refusal not be acted upon in accordance with the requirement of this Section 9.7, the right shall irrevocably lapse and the Membership units at issue made be sold outright.

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 vote or written consent of a Majority Interest of the Members;

(c) The bankruptcy, death, dissolution, 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 Interest of all of the remaining Members. Should the Members consent to continue the Company, the remaining Members shall have the right to exercise a right of first refusal to purchase in equal shares the interest of the Member who has died, dissolved, or gone bankrupt in accordance with Section 9.7

10.2 *Winding Up.* Upon the dissolution of the Company the Managers may, in the name of and for and 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 are 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.* Except as otherwise set forth in this Agreement, all notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when received, if personally delivered; when transmitted, if transmitted by telecopy, electronic or digital transmission method; the day after it is sent, if sent for next-day delivery to a domestic address by recognized overnight delivery service (e.g., Federal Express); and upon receipt or refusal, if sent by certified or registered mail, return receipt requested. In each case, notice shall be sent to the Members address as set out in Exhibit B.

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 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 a Majority Interest of the 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 of the Members, except that right or obligation of a Member under this Agreement may not be assigned by such Member to another Person without first obtaining the written consent of a Majority Interest of the Members.

11.8 *Counterparts.* This Agreement may be executed in counterparts for the convenience of the Company and its Members. The counterparts together shall comprise one fully enforceable Agreement, and the Company and its Members may fully rely upon same as though executed as a single instrument or agreement. Facsimile or portable document format (“PDF”) copies of any signature, including those of any witness or Notary, shall be deemed to be an original for all purposes.

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 law. Venue shall be in the County of Erie, State of New York.

11.10 *Service of Process, Consent to Jurisdiction.*

(a) *Service of Process.* Each of the Members irrevocably consents to the service of any process, pleading, notices or other papers by the mailing of copies thereof by registered, certified or first class mail, postage prepaid, to the Member’s address set forth in Exhibit B, or by any other method provided or permitted under New York law.

(b) *Consent and Jurisdiction.* Each Member irrevocably and unconditionally (i) agrees that any suit, action or other legal proceeding arising out of this Agreement may be brought in the Supreme Court, State of New York, County of Erie; (ii) consents to the jurisdiction of any such court in any such suit, action or proceeding; and (iii) waives any objection which such Member may have to the laying of venue of any such suit, action or proceeding in any such court.

11.11 *Attorneys' Fees.* If any Member to this Agreement brings an action to enforce his or her rights under this Agreement, the prevailing Member or Members shall be entitled to recover their costs and expenses, including without limitation attorneys' fees, accountant fees and expert fees, incurred in connection with such action, including any appeal of such action.

ARTICLE XII

Certificates Representing Membership

12.1 *Form of Certificates.* Each Member shall be entitled to a certificate or certificates in the specimen form as approved by a Majority Interest of the Members, which certificate shall certify the interest of the Member in the Company. The Certificate shall be numbered and registered in the order in which they are issued and upon issuance the name in which each Certificate has been issued together with the interest in the Company represented thereby and the date of issuance shall be entered in the Membership book of the Company by the General Manager or by the transfer agent of the Company. Each certificate shall be signed by the General Manager and shall be sealed with the Company Seal.

12.2 *Members of Record.* The Company shall be entitled to treat the holder of record of any Membership certificate as the holder in fact thereof and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such membership interest on the part of any other person whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of New York State.

[Signature Page to Follow]

Signature Page to Compassionate Care WNY, LLC Operating Agreement

IN WITNESS WHEREOF, the individual signing this Agreement below conclusively evidence their agreement to the terms and conditions of this Agreement by so signing this Agreement.

MEMBER

CCWNY, LLC

a New York limited liability company

Sole Member and Manager

By: 
Name: Gerald A. Buchheit, Jr.
Its: General Manager

EXHIBIT A**Managers**

<u>NAME</u>	<u>ADDRESS</u>	<u>TITLE</u>
CCWNY, LLC	3275 North Benzing Road Orchard Park, NY 14127	Manager

EXHIBIT B**Members**

<u>Name</u>	<u>Address</u>	<u>Capital Contribution</u>	<u>Membership Interest/Units of Ownership</u>
CCWNY, LLC	3275 North Benzing Road Orchard Park, NY 14127	\$100.00	100%/100 units
TOTAL		\$100.00	100%/100 units

Certificate

No 1

For 100 Units

Issued to

CCWNY, LLC

Dated May 1, 2015

From whom transferred:

Company

Dated

No. Original Certificate	No. Original Shares	No. Shares Transferred

Received Certificate No. 1

For 100 Units

This 1st day of May, 2015



THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR STATE SECURITIES LAWS BUT HAVE BEEN ISSUED OR TRANSFERRED PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE ACT. NO DISTRIBUTION, SALE, OFFER FOR SALE, TRANSFER, DELIVERY, COMPLIANCE WITH THE ACT, ANY APPLICABLE STATE LAWS, AND THE RULES AND REGULATIONS OF THE SECURITIES AND EXCHANGE COMMISSION AND STATE AGENCIES PROMULGATED THEREUNDER.

For Value Received, _____ hereby sell, assign and transfer unto

 _____ Units represented by the within
 Certificate, and do hereby irrevocably constitute and appoint
 _____ Attorney to transfer the said Units on
 the books of the within named Corporation with full power of substitution in
 the premises.

Dated: January __, 2015

In presence of

NOTICE: THE SIGNATURE OF THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF THE CERTIFICATE, IN EVERY PARTICULAR, WITHOUT ALTERATION OR ENLARGEMENT, OR ANY CHANGE WHATSOEVER.

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 April 13, 2015.

Anthony Giardina

Anthony Giardina
Executive Deputy Secretary of State

Rev. 06/13

DC-08

150410000601

ARTICLES OF ORGANIZATION
OF
COMPASSIONATE CARE WNY, LLC

Under Section 203 of the Limited Liability Company Law:

FIRST: The name of the limited liability company is **Compassionate Care WNY, LLC.**

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

THIRD: The latest date on which the limited liability company is to dissolve is April 10, 2045.

FOURTH: The Secretary of State is designated as the 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 copies of any process against the limited liability company served upon him or her is c/o Law Offices of Robert G. Walsh, P.C., 3819 South Park Avenue, Buffalo, NY 14219.

150410000601

FIFTH: The effective date of the Articles of Organization is upon filing.

SIXTH: The limited liability company is to be managed by:

_____ 1 or more members

_____ A class or classes of members

X 1 or more managers

_____ A class or classes of managers

IN WITNESS WHEREOF, this certificate has been subscribed this 10th day of April, 2015, by the undersigned who affirms that the statements made herein are true under the penalties of perjury.

Robert G. Walsh

Robert G. Walsh
Organizer



601

Articles of Organization

of

Compassionate Care WNY, LLC

FILED

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Under Section 203 of the Limited Liability Company Law

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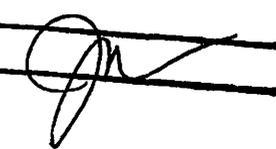
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STATE OF NEW YORK
DEPARTMENT OF STATE

FILED APR 10 2015

TAXS

BY: 

Filed By:

Law Offices of Robert G. Walsh, P.C.

3819 South Park Avenue

Blasdell

NY 14219

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AT: Robert G. Walsh, P.C.

RE: Compassionate Care WNY, LLC

ORDER NO.: _____

RUN DATES: 4/29 5/6 5/13 5/20 5/27 6-3

PROOF

NOTICE OF FORMATION OF COMPASSIONATE CARE WNY, LLC

Articles of Organization of COMPASSIONATE CARE WNY, LLC ("LLC") were filed with the NY Secretary of State ("NYSS") on 04/10/15. The NYSS has been appointed agent for service. The NYSS shall mail any copies of any process against it served upon him or her to c/o Law Offices of Robert G. Walsh, P.C., 3819 South Park Avenue, Buffalo, NY 14219. Purpose: to engage in any lawful act or activity for which limited liability companies may be formed. Principal office is in Erie County, NY.

To avoid delay of your affidavit, we suggest that you pre-pay the total cost indicated.

Send your check to:

Front Page Group, Inc.,
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To pay with a credit card, fill out the form below and fax to:

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RATE:

1st Insertion	<u>\$10.13</u>
2nd (7.88x5)	<u>\$39.40</u>
Total Cost	<u>\$49.53</u>

NOTE: THE TEXT MAY HAVE BEEN ENLARGED FOR EASIER PROOFING

This legal has been typeset and proofed by our Legal Ad Department. Cancellations, prior to publication, are subject to a typesetting charge.

Please read over thoroughly. If there are any corrections or alterations to be made, kindly notify us at once. If we do not hear from you, we will presume that the notice attached is correct.

Deadline for copy changes is 4 P.M., Friday prior to the above Wednesday publication date.

Please sign and return fax to 716-939-3924

Proof approved by: _____

Date: _____

NAME (AS SHOWN ON CARD): _____

BILLING ADDRESS: _____

PHONE NUMBER (IN CASE OF QUESTIONS OR PROBLEMS): () _____

E-MAIL (TO RECEIVE PAYMENT CONFIRMATION): _____

CARD NUMBER:

EXPIRATION DATE:

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3 OR 4 DIGIT SECURITY CODE (FOUND ON BACK OF CARD):

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AMOUNT AUTHORIZED: \$ _____ AUTHORIZING SIGNATURE: _____

OPERATING AGREEMENT
CCWNY, LLC

This Agreement, dated May 1, 2015 is among the Members signing it below.

WHEREAS, the Members signing this Agreement desire to form a limited liability company known as CCWNY, LLC, pursuant to the New York Limited Liability Company Law solely for the purpose of starting a business and to engage in any activities as are reasonable, necessary or appropriate in connection with the foregoing, and to promote the interests of the company and enhance the value of its property.

WHEREAS, the Members 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 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 CCWNY, LLC.

(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) "*Majority Interest*" shall mean more than 50 percent of the total number of units of ownership issued to all Members by the Company.

(i) "*Managers*" shall mean each individual listed in the articles of Organization or in Exhibit A to 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 as a Member and each Person who or which may hereafter become a part to this Agreement.

(k) "*Membership Interest*" means with respect to the Company, the percentage of ownership as reflected by the number of units owned by each Member as indicated on that Member's Certificate of Membership in proportion to the total number of units issued to all Members by the Company and as set forth in Exhibit B to this Operating Agreement.

(l) "*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.

(m) "*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.

(n) "*New York Act*" shall mean the New York Limited Liability Company Act.

(o) "*Person*" shall mean any corporation, governmental authority, limited liability company, partnership, trust, unincorporated association or other entity.

(p) "*Selling Member*" shall mean a Member desiring to sell a Membership Interest.

(q) "*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 CCWNY, LLC.

2.3 *Principal Place of Business.* The principal place of business of the Company within the State of New York shall be 3275 North Benzing Road, Orchard Park, NY 14127. The Company may establish any other places of business as the Managers may from time to time deem advisable.

2.4 *Registered Agent.* The Company's registered agent shall be that as indicated in the Articles of Organization. The registered agent may be changed from time to time by amending the Articles of Organization pursuant to the New York Act.

2.5 *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.

2.6 *Purposes.* The purpose of the Company is to conduct its business and to engage in any activities as are reasonable, necessary or appropriate in connection with the foregoing, and to promote the interests of the Company and enhance the value of its property.

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 vote or written consent of a Majority Interest of Membership Interest. Any additional Members added pursuant to this section shall not dilute the other Members' Membership Interest without the consent of all Members holding a Membership Interest.

3.3 *Books and Records.* The Company shall keep books and records of accounts and minutes of all meetings of the Members. True and correct books and records of the Company shall be maintained in accordance with sound and accepted accounting principles showing all costs, expenditures, sales, receipts, assets, liabilities, distributions, profits, and losses. The books and records shall include all other records necessary, convenient, or incidental to recording the Company's business and affairs. Such books and records shall be maintained on a cash basis in accordance with this Agreement. The books of account and records of the Company shall be audited annually. All audits shall be conducted by such independent public accountants as the Managers may from time to time select, and the costs thereof shall be borne by the Company. Such books of account of the Company shall be made available to any Member of the Company during ordinary business hours within 48 hours of their written request.

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 a vote or written consent of a Majority Interest 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. At the discretion of the Members, at the time a Member is admitted, they may 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 of the Code.

3.10 *Loans.* Any Member of the Company may, but shall not be required to, loan additional cash to the Company from time to time for purposes of the Company. Any such loan or loans shall not be treated as a capital contribution of the Member making such loan or loans or entitle such Member to any increase in his or her share of the distributions of the Company, nor subject such Member to any greater proportion of the losses which it may sustain. The amount of any such loan or loans shall be a debt due from the Company to such Member and, unless otherwise provided and agreed upon, shall be repaid to such Member with simple interest at the rate of 10% per annum, or as otherwise may be agreed upon, on the unpaid balance from time to time remaining outstanding until such time as the Company has sufficient funds available to repay such debt. No distributions of the

Company's cash or cash equivalents shall be made while any loans to the Company from the various Members are outstanding without the prior consent for the Member or Members who loaned funds to the Company.

ARTICLE IV Management

4.1 *Management.* The Articles of Organization provide for management of the Company by a manager or managers.

4.2 *Number, Tenure and Qualifications of Managers.* The Company shall be operated by a General Manager. The individual listed on Exhibit A to this Agreement shall serve as the General Manager. The number of Managers of the Company may be amended from time to time by the vote or written consent of a Majority Interest of the Members. 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 a Majority Interest of all of the Members 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, mortgage or otherwise dispose of any property to any Person, (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 Managers consider necessary, convenient or advisable in connection with any business of the Company. The Managers shall have the power to conduct the daily business of the Company in a commercially reasonable manner. The Managers may, but shall not be required to, designate one or more individuals as an Assistant General Manager of the Company, who shall exercise and perform such powers and duties as shall be assigned to them from time to time by the Managers. Any Assistant General Manager may be removed by the Managers at any time, with or without cause.

4.4 *Binding Authority.* Unless authorized to do so by this Agreement or by the Managers, no Person shall have any power or authority to bind the Company, including the Members. No Person shall have any power or authority to bind the Company unless such Person has been authorized by the Managers 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 guaranty 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 Managers 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 a Majority Interest of the Members. 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 all 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 a Majority Interest of the Members. 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 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 a Majority Interest of the Members. No Manager shall be prevented from receiving such a salary or other compensation because such Manager is also a Member.

4.12 *Officers.* The Managers may, but shall not be required to, 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 fixed by the Managers.

ARTICLE V

Meetings of Members

5.1 *Annual Meeting.* The annual meeting of the Members shall be held on each first Tuesday in August or at such other time as shall be determined by the vote or written consent of a Majority Interest of the Members 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 made 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 of 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.* A Majority Interest of the Members, 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 transaction 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, except as otherwise set forth in this Agreement (such as in Section 3.6 which requires at least 80 percent of the total number of units of ownership issued to all Members by the Company to approve the sale, lease exchange or other disposition of all or substantially all of the assets of the Company), the vote or written consent of a Majority Interest of the Members shall be the act of the Members.

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 therefore 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 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 Company who extend or continue credit to the Company 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 Company, 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 a Majority Interest of the Members and same shall be delivered to the office of the Company at its principal place of business, or a Manager, employee or agent of the Company. Delivery made to the office of the Company may be made by either hand deliver fax or email. For the purposes of this Section, if a consent is delivered to the Company by fax or email, a facsimile or email copy of the Member's signature shall be deemed an original and shall be legally binding upon the Member and the Company in all respects.

(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 of the Company at its principal place of business or to a Manager, employee or agent of the Company having custody of the records of the Company. Delivery made to the office of the Company may be made by either hand-delivery, fax or email. For the purposes of this Section, if a consent is delivered to the Company by fax or email, a facsimile or email copy of the Member's signature shall be deemed an original and shall be legally binding upon the Member and the Company in all respects.

(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 have not consented in writing but who would have been entitled to vote thereon had such action been taken at a meeting. Such notice may be made by either hand-delivery, fax or email. For the purposes of this Section, if a notice is delivered to the Member by fax or email, a facsimile or email copy of the signature of the Person sending the notice shall be deemed an original and shall be legally binding upon the Member and the Company in all respects.

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 or 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. For the purposes of this Section, if a waiver of notice is delivered to the Company or the Manager by fax or email, a facsimile or email copy of the signature of the Person sending the notice shall be deemed an original and shall be legally binding upon the Member and the Company in all respects.

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 set forth in Exhibit B to this Agreement as the Capital Contribution to be made by him, her or it.

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 each Member's Membership Interest.

7.2 *Distributions.* The Managers may from time to time, in the discretion of the Managers, 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 made to any Member unless and until his full capital contribution has been fulfilled. No distribution shall be made to any Member until all loans, debts or other liabilities of the Company have been satisfied in full. 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 Managers.* The Managers shall designate one Manager to be the "tax matters Manager" of the Company pursuant to Section 6231(a)(7) of the Code. Any Manager who is designated "tax matters Manager" 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. Each Member's Certificate of Membership shall bear a legend that it is transferable only in accordance with the provisions of Article IX of the Operating Agreement and that all other transfers are legally ineffective and are null and void.

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 not 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 a Majority Interest of the Members. 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. Any additional Members added pursuant to this section shall not dilute the other Members' Membership Interest without the consent of all Members holding a Membership Interest.

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.

9.7 *Death, Dissolution or Bankruptcy.* Upon the death, dissolution, or bankruptcy of any Member, the remaining Members shall have the right to exercise a right of first refusal to purchase in equal shares the entire interest of the Member who has died, dissolved, or gone bankrupt at the fair market value of such interest as determined by taking the average of two independent appraisals – one appraiser to be retained by and paid for by the deceased, dissolved or bankrupt Member, and one appraiser to be retained and paid for by the surviving Member or Members. The right of first refusal must be exercised within 90 from the date of the completion of the 2 appraisals or within 365 days of the death, dissolution or bankruptcy of any Member, whichever is earlier. Should any single Member not wish to participate in exercising their right of first refusal, they must send a written notice to all of the other Members within 30 days of the completion of the 2 appraisals of their intention not to participate. The remaining Member or Members may exercise the opting out Member's share equally, unless the other Members agree to share unequally. The right of first refusal outlined in this Section 9.7 must be exercised for the entire share of the Membership units at

issue. Should the right of first refusal not be acted upon in accordance with the requirement of this Section 9.7, the right shall irrevocably lapse and the Membership units at issue made be sold outright.

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 vote or written consent of a Majority Interest of the Members;

(c) The bankruptcy, death, dissolution, 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 Interest of all of the remaining Members. Should the Members consent to continue the Company, the remaining Members shall have the right to exercise a right of first refusal to purchase in equal shares the interest of the Member who has died, dissolved, or gone bankrupt in accordance with Section 9.7

10.2 *Winding Up.* Upon the dissolution of the Company the Managers may, in the name of and for and 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 are 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.* Except as otherwise set forth in this Agreement, all notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when received, if personally delivered; when transmitted, if transmitted by telecopy, electronic or digital transmission method; the day after it is sent, if sent for next-day delivery to a domestic address by recognized overnight delivery service (e.g., Federal Express); and upon receipt or refusal, if sent by certified or registered mail, return receipt requested. In each case, notice shall be sent to the Members address as set out in Exhibit B.

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 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 a Majority Interest of the 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 not be assigned by such Member to another Person without first obtaining the written consent of a Majority Interest of the Members.

11.8 *Counterparts.* This Agreement may be executed in counterparts for the convenience of the Company and its Members. The counterparts together shall comprise one fully enforceable Agreement, and the Company and its Members may fully rely upon same as though executed as a single instrument or agreement. Facsimile or portable document format (“PDF”) copies of any signature, including those of any witness or Notary, shall be deemed to be an original for all purposes.

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 law. Venue shall be in the County of Erie, State of New York.

11.10 *Service of Process, Consent to Jurisdiction.*

(a) *Service of Process.* Each of the Members irrevocably consents to the service of any process, pleading, notices or other papers by the mailing of copies thereof by registered, certified or first class mail, postage prepaid, to the Member’s address set forth in Exhibit B, or by any other method provided or permitted under New York law.

(b) *Consent and Jurisdiction.* Each Member irrevocably and unconditionally (i) agrees that any suit, action or other legal proceeding arising out of this Agreement may be brought in the Supreme Court, State of New York, County of Erie; (ii) consents to the jurisdiction of any such court in any such suit, action or proceeding; and (iii) waives any objection which such Member may have to the laying of venue of any such suit, action or proceeding in any such court.

11.11 *Attorneys' Fees.* If any Member to this Agreement brings an action to enforce his or her rights under this Agreement, the prevailing Member or Members shall be entitled to recover their costs and expenses, including without limitation attorneys' fees, accountant fees and expert fees, incurred in connection with such action, including any appeal of such action.

ARTICLE XII Certificates Representing Membership

12.1 *Form of Certificates.* Each Member shall be entitled to a certificate or certificates in the specimen form as approved by a Majority Interest of the Members, which certificate shall certify the interest of the Member in the Company. The Certificate shall be numbered and registered in the order in which they are issued and upon issuance the name in which each Certificate has been issued together with the interest in the Company represented thereby and the date of issuance shall be entered in the Membership book of the Company by the General Manager or by the transfer agent of the Company. Each certificate shall be signed by the General Manager and shall be sealed with the Company Seal.

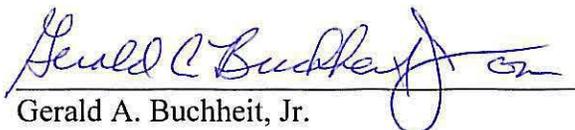
12.2 *Members of Record.* The Company shall be entitled to treat the holder of record of any Membership certificate as the holder in fact thereof and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such membership interest on the part of any other person whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of New York State.

[Signature Page to Follow]

Signature Page to CCWNY, LLC Operating Agreement

IN WITNESS WHEREOF, the individual signing this Agreement below conclusively evidences his agreement to the terms and conditions of this Agreement by so signing this Agreement.

MEMBER

A handwritten signature in blue ink, reading "Gerald A. Buchheit, Jr.", written over a horizontal line.

Gerald A. Buchheit, Jr.
Sole Member and General Manager

EXHIBIT A**Managers**

<u>NAME</u>	<u>ADDRESS</u>	<u>TITLE</u>
Gerald A. Buchheit, Jr	<u>3275 N Benzing Road</u> Orchard Park, NY 14127	General Manager
Amanda M. Buchheit	<u>3275 N Benzing Road</u> Orchard Park, NY 14127	Assistant General Manager

EXHIBIT B**Members**

<u>Name</u>	<u>Address</u>	<u>Capital Contribution</u>	<u>Membership Interest/Units of Ownership</u>
Gerald A. Buchheit, Jr.	3275 N Benzing Road Orchard Park, NY 14127		
TOTAL			

Certificate

No. 1

For Units

Issued to

Gerald A. Buchheit, Jr.

Dated May 1, 2015

From whom transferred:

Company

Dated

No. Original Certificate	No. Original Shares	No. Shares Transferred

Received Certificate No. 1

For Units

This 1st day of May, 2015



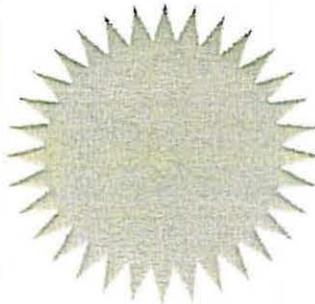
No. 1

Units

CCWNY, LLC

This Certifies that Gerald A. Buchheit, Jr. is the registered holder of Units of the Membership Units transferable only on the books of the Company by the holder hereof in person or by Attorney upon surrender of this Certificate properly endorsed.

In Witness Whereof, the Company has caused this Certificate to be signed by its duly authorized Manager and its Corporate Seal is to be hereunto affixed this 1 day of May, A.D. 2015.



Gerald A. Buchheit, Jr.
By: Gerald A. Buchheit, Jr.
Title: General Manager

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR STATE SECURITIES LAWS BUT HAVE BEEN ISSUED OR TRANSFERRED PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE ACT. NO DISTRIBUTION, SALE, OFFER FOR SALE, TRANSFER, DELIVERY, COMPLIANCE WITH THE ACT, ANY APPLICABLE STATE LAWS, AND THE RULES AND REGULATIONS OF THE SECURITIES AND EXCHANGE COMMISSION AND STATE AGENCIES PROMULGATED THEREUNDER.

For Value Received, _____ *hereby sell, assign and transfer unto*

_____ *Units represented by the within Certificate, and do hereby irrevocably constitute and appoint*
 _____ *Attorney to transfer the said Units on the books of the within named Corporation with full power of substitution in the premises.*

Dated: January _____, *2015*

In presence of

NOTICE: THE SIGNATURE OF THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF THE CERTIFICATE IN EVERY PARTICULAR, WITHOUT ALTERATION OR ENLARGEMENT, OR ANY CHANGE WHATSOEVER.

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 April 13, 2015.

Anthony Giardina

Anthony Giardina
Executive Deputy Secretary of State

Rev. 06/13

DC-08

371

150410000 636

ARTICLES OF ORGANIZATION
OF
CCWNY, LLC

Under Section 203 of the Limited Liability Company Law:

FIRST: The name of the limited liability company is **CCWNY, LLC**.

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

THIRD: The latest date on which the limited liability company is to dissolve is April 10, 2045.

FOURTH: The Secretary of State is designated as the 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 copies of any process against the limited liability company served upon him or her is c/o Law Offices of Robert G. Walsh, P.C., 3819 South Park Avenue, Buffalo, NY 14219.



FIFTH: The effective date of the Articles of Organization is upon filing.

SIXTH: The limited liability company is to be managed by:

_____ 1 or more members

_____ A class or classes of members

X 1 or more managers

_____ A class or classes of managers

IN WITNESS WHEREOF, this certificate has been subscribed this 10th day of April, 2015, by the undersigned who affirms that the statements made herein are true under the penalties of perjury.

Robert G. Walsh

Robert G. Walsh
Organizer



FILED
2015 APR 10 PM 2: 58

634

ARTICLES OF ORGANIZATION

OF

CCWNY, LLC

100
**STATE OF NEW YORK
DEPARTMENT OF STATE**

FILED APR 10 2015

TAXS _____
BY: JTO

Under Section 203 of the Limited Liability Company Law

RECEIVED
2015 APR 10 PM 2: 03

Filed By:

Law Offices of Robert G. Walsh, P.C.

3819 South Park Avenue

Blasdell

NY 14219

D.C. -08

DRAWDOWN

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AT: Robert G. Walsh, P.C.

RE: CCWNY, LLC

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NOTICE OF FORMATION OF CCWNY, LLC

Articles of Organization of CCWNY, LLC ("LLC") were filed with the NY Secretary of State ("NYSS") on 04/10/15. The NYSS has been appointed agent for service. The NYSS shall mail any copies of any process against it served upon him or her to c/o Law Offices of Robert G. Walsh, P.C., 3819 South Park Avenue, Buffalo, NY 14219. Purpose: to engage in any lawful act or activity for which limited liability companies may be formed. Principal office is in Erie County, NY.

RATE:

1st Insertion	<u>\$9.72</u>
2nd (7.56x5)	<u>\$37.80</u>
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This legal has been typeset and proofed by our Legal Ad Department. Cancellations, prior to publication, are subject to a typesetting charge.

Please read over thoroughly. If there are any corrections or alterations to be made, kindly notify us at once. If we do not hear from you, we will presume that the notice attached is correct.

Deadline for copy changes is 4 P.M., Friday prior to the above Wednesday publication date.

Please sign and return fax to 716-939-3924

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AMOUNT AUTHORIZED: \$ _____ AUTHORIZING SIGNATURE: _____

ORDER CONFIRMATION

Salesperson: Peggy Villont

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Acct #: 83795

Ad #: 143260

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ROBERT G. WALSH, PC
ATTORNEYS AT LAW
3819 SOUTH PARK AVENUE
BLASDELL NY 14219

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Times Ord: 6 Times Run: ***
LEG 2.00 X 16.00 Words: 90
Total LEG 32.00
Class: 147 LEGALS
Rate: LEGL Cost: 76.88
Affidavits: 1

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Phone: (716)825-2203

Fax#: (716)408-5540

Email: dawnspires@wf-c.com

Agency:

Ad Descrpt: WAGONBLOTT-CCWNY

Given by: *

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Last Changed: tmcca 04/23/15 10:31

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AUTHORIZATION

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Name (signature)

(CONTINUED ON NEXT PAGE)

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ORDER CONFIRMATION (CONTINUED)

Salesperson: Peggy Villont

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Acct #: 83795

Ad #: 143260

Status: N

**NOTICE OF FORMATION
OF
CCWNY, LLC**

Articles of Organization of CCWNY, LLC ("LLC") were filed with the NY Secretary of State ("NYSS") on 04/10/15. The NYSS has been appointed agent for service. The NYSS shall mail any copies of any process against it served upon him or her to c/o Law Offices of Robert G. Walsh, P.C., 3819 South Park Avenue, Buffalo, NY 14219. Purpose: to engage in any lawful act or activity for which limited liability companies may be formed. Principal office is in Erie County.

#N143260

4/24, 5/1,8,15,22,29/2015

ATTACHMENT

F

Local 338



³⁷⁸
RWDSU/UFCW

JOHN R. DURSO
President

JOSEPH FONTANO
Secretary-Treasurer

JACK CAFFEY JR.
Executive Vice President

DEBRA BOLLBACH
Recorder

Howard Zucker
Commissioner
New York State Department of Health
Corning Tower
Empire State Plaza
Albany, New York 12237

June 2, 2015

Re: Labor Peace Agreement between Local 338, RWDSU/UFCW and Compassionate Care WNY, LLC

Dear Commissioner Zucker,

Local 338, RWDSU/UFCW ("Local 338") is a labor organization, as defined in 29 U.S.C. § 402(i) and 29 U.S.C. § 152(5), representing close to 20,000 employees in New York State and its environs.

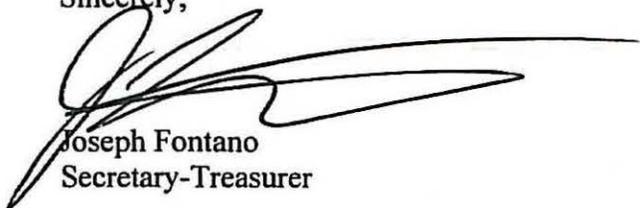
The enclosed document entitled, Labor Peace/Neutrality Agreement, is intended in part to satisfy and comply with the requirement, under the New York Public Health Law, that an applicant (Compassionate Care WNY, LLC) seeking a license to conduct business relating to the use of medical marijuana in New York State submit proof that it 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. See Public Health Law §§ 3360(14), 3365(1)(III), 3365(3)(VII), 3365(6)(IV), and 3365(7).

The Labor Peace/Neutrality Agreement contains explicit language which protects the State's proprietary interests by prohibiting Local 338 from engaging in picketing, work stoppages, boycotts, and any other economic interference with the business of an entity licensed to engage in the business relating to the use of medical marijuana in New York State.

Should any changes in the Labor Peace/Neutrality Agreement be necessary for an applicant to comply with the Public Health Law, please feel free to communicate with us directly.

Thank you for your consideration.

Sincerely,



Joseph Fontano
Secretary-Treasurer

STRONGER | TOGETHER

Our Mission: To Better The Lives Of Our Members And All Working People.
1505 Kellum Place • Mineola, NY 11501 • (516) 294-1338 • www.local338.org

LABOR PEACE / NEUTRALITY AGREEMENT
BY AND BETWEEN
COMPASSIONATE CARE WNY, LLC
AND
LOCAL 338, RWDSU/UFCW

By this Agreement dated June 2, 2015, Compassionate Care WNY, LLC (the "Employer") and Local 338, RWDSU/UFCW, 1505 Kellum Place, Mineola, New York (the "Union") hereby establish the following procedure to address the Union's efforts to organize employees in any existing or new facility owned or operated by the Employer in which the employees are not represented by a labor organization:

1. The term, "employees," used herein shall include all full time and part-time employees, including, but not limited to, pharmacists, pharmacy technicians, dispensary workers, consultants, drivers, growers, retail workers, manufacturers, trimmers, and anyone else performing work for or on behalf of the Employer, and shall exclude only who are statutorily excluded by the National Labor Relations Act ("NLRA").

2. Within ten (10) days after receiving written notice of the Union's intent, the Employer agrees to furnish the Union with a complete list of employees in the shop designated in the notice, including job classifications, departments, street addresses, telephone numbers and e-mail addresses. The Employer agrees to thereafter provide updated lists as reasonably requested. The Employer waives the right under the NLRA to file any petition with the National Labor Relations Board for any election in connection with the invocation of this Agreement and agrees to refrain from directly or indirectly supporting any such petition.

3. The Employer agrees to take a neutral approach to unionization of employees. Neutrality means that the Employer will neither help nor hinder the Union's organizing effort by, for example, directly or indirectly demeaning by word or deed the Union or its representatives, or directly or indirectly supporting or assisting in any way any person or group who may oppose the Union. The Employer agrees not to communicate to any employee that it disfavors the Union or the signing of authorization cards, or that they may suffer adverse consequences for supporting the Union or signing cards. The Employer also agrees that it, and its managers, supervisors and other representatives will refer to the Union by name and not as "third party," "outsider" or in similar manner. The parties will conduct themselves with mutual respect for each other during any organizing effort.

4. During organizing efforts, the Employer's managers, supervisors and other representatives will remain neutral and will refrain from communicating with employees about how they should respond to the Union. The Employer agrees to inform all of its managers, supervisors and representatives of this obligation and that the Employer has no objection to employees supporting the Union or engaging in union activities, including meeting with Union representatives or signing authorization cards. The Employer will promptly terminate any violation of this provision and immediately act to discourage any additional violation, including disciplining any manager' or supervisor - or terminating its relationship with any independent contractor representative - who violates it. The Employer agrees to take prompt action to

mitigate the effects of any violation, including informing employees of the Employer's position on organizing and the rights of employees to organize.

5. The Employer agrees to permit Union representatives access to the workplace to communicate with employees, including through the distribution of materials. Union representatives will not disrupt the Employer's operations or unreasonably interfere with employee production.

6. The facility's highest level manager will meet with and tell employees that the Employer has no objection to employees meeting with Union representatives, supporting the Union or signing authorization cards. That manager will also tell employees that the Employer is neutral in their selection of union representation.

7. If the Union provides evidence in support of its claim that a majority of employees have designated the Union as their collective bargaining representative, the Employer will recognize the Union as such representative of the employees in the bargaining unit described in the Union's notice invoking this provision and will extend this Agreement to them.

8. If both the Union and the Employer mutually agree that additional Agreement provisions are necessary for the new unit or if the National Labor Relations Board or a court determines that the parties may not lawfully extend this Agreement to the unit, the parties agree to bargain in good faith over a collective bargaining agreement to cover the employees. The parties agree to commence bargaining within 20 business days from the date the neutral verifies the Union's majority. If they are unable to agree to a collective bargaining agreement, the parties agree to submit all open provisions and issues to final and binding interest arbitration. If they are unable to select an arbitrator, the parties shall select an arbitrator to set the open provisions and resolve any other issues in accordance with the procedures of this Agreement's arbitration provision.

9. The parties agree to resolve any dispute over the interpretation of this Agreement through expedited arbitration. The parties will invoke expedited arbitration by requesting an arbitrators list from the American Arbitration Association. Within 10 days of receiving AAA's arbitrators' list, the parties will submit their struck lists to the AAA. The parties agree that AAA will follow its labor arbitration rules to select an arbitrator based on the list or lists the parties submit. The AAA will strictly apply its rule requiring struck lists to be timely submitted in accordance with this provision. The arbitrator will hear the dispute on either the first or second date the arbitrator is available and issue an award within 20 days thereafter. The parties will equally share the arbitrator's fees and costs.

10. The parties agree that the arbitrator has the authority to direct the breaching party to specifically perform its obligations under this provision. The arbitrator may award a penalty of up to \$10,000 for willful breaches. A willful breach is one that clearly violated this provision and was not corrected after the aggrieved party provided notice of it to the violating party. The parties consent to the entry of the arbitrator's award as the order of judgment of a United States District Court, without notice.

11. The Union and the Employer recognize that this Agreement is in their mutual best interests and therefore agree to prevent evasion of the terms of this Agreement through the use of contractors and/or subcontractors. To comply with the spirit of this Agreement, the Employer shall, as a condition of its relationship with any contractor and/or subcontractor require that: (a) the contractor and/or subcontractor enter into a neutrality agreement with the Union; and (b) immediately notify the Union when seeking to form a business relationship with the contractor and/or subcontractor.

12. Labor Peace Agreement: In the event that the Union attempts to organize the Employer's employees or actually represents the Employer's employees at any particular location, then the Union hereby promises that it will not at any time covered by this agreement engage in any picketing, work stoppages, boycotts or any other economic interference with the Employer's business at that location, provided the employer has not violated any of the terms of this agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this 2nd day of June 2015, by their duly authorized representatives.

LOCAL 338, RWSDU/JFCW

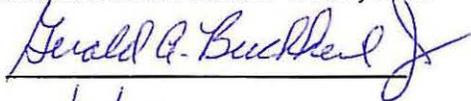
By: 
Date: 6/2/15

Name: Joseph Fontano

Title: Secretary-Treasurer

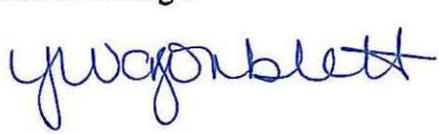
Witness: 

COMPASSIONATE CARE WNY, LLC

By: 
Date: 6/3/15

Name: Gerald A. Buchheit, Jr.

Title: General Manager

Witness: 

ATTACHMENT

G

Attachment G – Financial Statement of Business Transactions Pursuant
to 10 NYCRR 1004.5 (b)(10)

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

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

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SECURITY PLAN

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Appendix 1

Drawing of Site Plan

Manufacturing Facility

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INFORMATION

Signature & Seal:

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Client: COMPASSIONATE
CARE WNY, LLC

Project: MANUFACTURING
FACILITY

Project Address: 3345 N. BENZING ROAD
ORCHARD PARK, NY 14127

Drawing History: # Date Description

Project Status: NOT FOR
CONSTRUCTION -
PRELIMINARY
Date: 6/4/2015
Project Number: 10228
Sheet Title: GROUND FLOOR
SECURITY PLAN

Sheet Number: A-06

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



**TRAUTMAN
ASSOCIATES**

480 ...

**PROPRIETARY
INFORMATION**

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**Client: COMPASSIONATE
CARE WNY, LLC**

**Project: MANUFACTURING
FACILITY**

**Project Address: 2345 N. BEEZING ROAD
ONCHARD PARK, NY 14127**

Drawing History: # Date Description

**Project Status: NOT FOR
CONSTRUCTION -
PRELIMINARY**
Date: 04/2015
Project Number: 15028
**Sheet Title: SECOND FLOOR
SECURITY PLAN**

Sheet Number: A-07

Appendix 2

Drawing of Site Plan

Dispensing Facility



TRAUTMAN ASSOCIATES

ARCHITECTS ENGINEERS

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Client: COMPASSIONATE CARE WNY, LLC

Project: DISPENSING FACILITY

Project Address: 2382 N. BERING ROAD ONCHARD PARK NY 14127

Drawing History: # Date Description

Project Status: NOT FOR CONSTRUCTION - PRELIMINARY
Date: 8/4/15
Project Number: 15028
Sheet Title: GROUND FLOOR SECURITY PLAN

Sheet Number: B-04

NYPS Dept of Health | 10/20/2015 11:02:38 AM | SECURITY PLAN

Wednesday, June 23, 2016, 5:20 PM

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



ARCHITECTS

100 WEST 17TH STREET
NEW YORK, NY 10011
TEL: 212 693 6600
WWW.TRAUTMANASSOCIATES.COM

**PROPRIETARY
INFORMATION**

Signature & Seal:

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Client: COMPASSIONATE
CARE WNY, LLC

Project: DISPENSING FACILITY

Project Address: 602 MAMARONECK AVENUE
WHITE PLAINS, NEW YORK 10605

Drawing History:

#	Date	Description
---	------	-------------

Project Status: NOT FOR
CONSTRUCTION -
PRELIMINARY

Date: 6/4/15

Project Number: 15026

Sheet Title: FIRST FLOOR
SECURITY PLAN

Sheet Number: D-03

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Signature & Seal:

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Client: COMPASSIONATE CARE WNY, LLC

Project: DISPENSING FACILITY

Project Address: 63 GENESEE STREET
AUBURN, NEW YORK 13021

Drawing History: # Date Description

Project Status: **NOT FOR CONSTRUCTION - PRELIMINARY**
Date: 6/4/15
Project Number: 15026
Sheet Title: FIRST FLOOR SECURITY PLAN

Sheet Number: **C-03**



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Client: COMPASSIONATE CARE WNY, LLC

Project: DISPENSING FACILITY

Project Address: 2302 N. BEEZING ROAD ONCHARD PARK NY 14127

Drawing History: # Date Description

Project Status: NOT FOR CONSTRUCTION - PRELIMINARY

Date: 8/4/15

Project Number: 15028

Sheet Title: GROUND FLOOR SECURITY PLAN

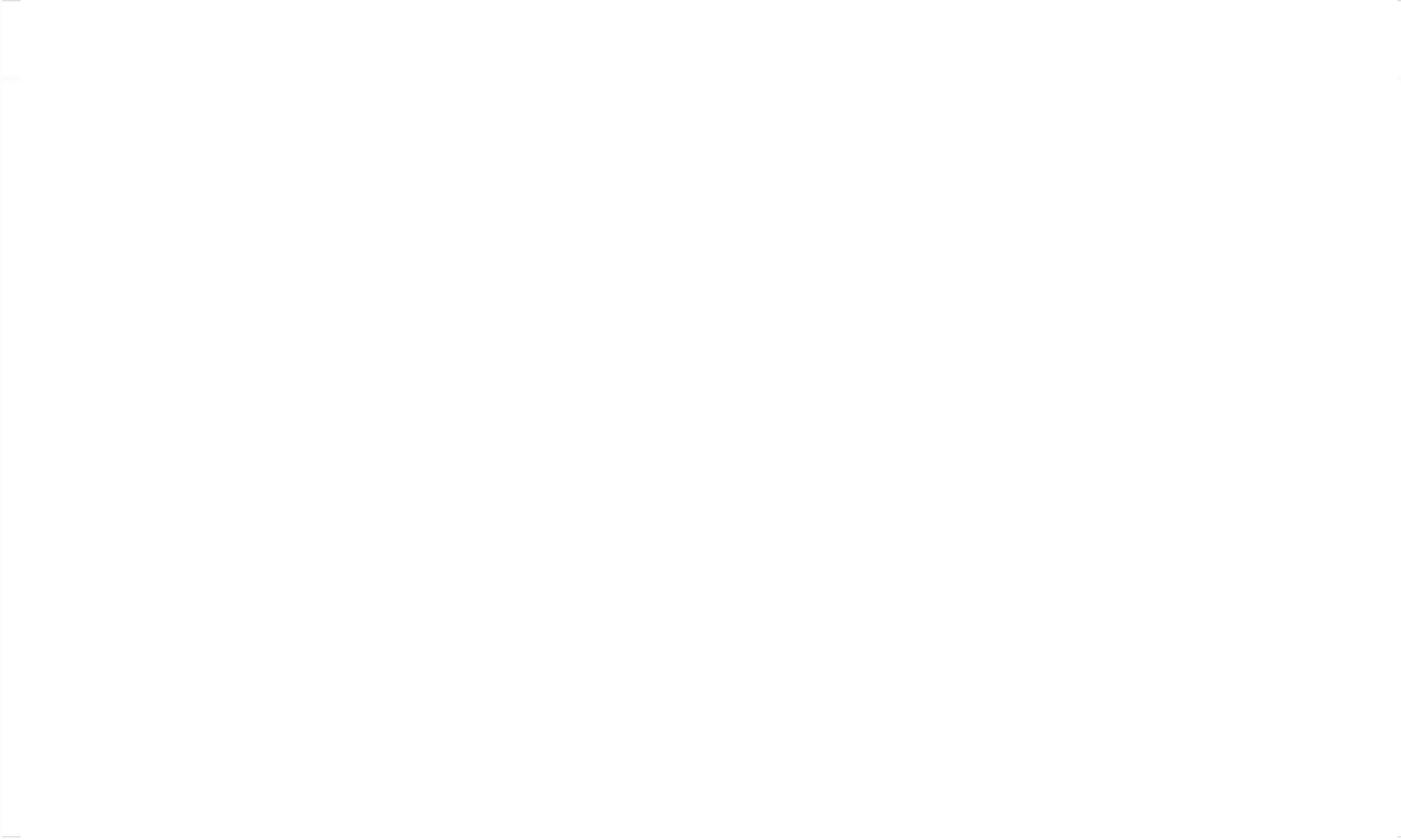
Sheet Number: B-04

Appendix 3

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Appendix 4

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



Appendix 5

BioTrack



The industries only true seed-to-sale Medical Marijuana Dispensary Software and POS System!

BioTrackTHC was designed to not only offer you a turn-key Medical Marijuana Dispensary POS system to meet state regulations, but to actually enhance every aspect of your medical marijuana business! Our medical marijuana dispensary POS system allows for easy grow house location tracking, inventory, patient management, point-of-sale system and easy accounting reporting. As the market leader in medical marijuana dispensary software BioTrackTHC uses cutting edge technology and offers the most robust medical marijuana dispensary software in the industry to help you run your business more efficiently and profitably while staying compliant. Other systems were designed to help you run your business, our system was designed to make your business successful!

BioTrackTHC is a division of Bio-Tech Medical Software, Inc., a Florida based company, with offices in Denver, Colorado, and Washington State whose team members boast over 50 combined years in the medical industry. This vast level of knowledge offers us a significant edge in the cannabis market. We have been developing software to advance industries and patient rights for nearly a decade and now we are ready to bring that same level of understanding and determination to the marijuana industry. We urge you to sample all the other systems out there and make the decision for yourself! That's how confident we are with our technology.

ATTACHMENT

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COMPASSIONATE CARE WNY, LLC

FINANCIAL STATEMENTS

MAY 31, 2015

Richard A. Romer CPA, LLC

Email: [REDACTED]

21320 N. 56th Street, Unit 1038
Phoenix, AZ 85054
Phone: 480.664.9025
Fax: 716.874.4244

1 Brighton Road
Tonawanda, NY 14150
Phone: 716.609.0992
Fax: 716.874.4244

INDEPENDENT AUDITORS' REPORT

We have audited the accompanying financial statements of Compassionate Care WNY, LLC (a limited liability company), which comprises the balance sheet as of May 31, 2015 and cash flow from inception (April 10, 2015) to May 31, 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 the entity'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 the entity'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 statement referred to above present fairly, in all material respects, the financial position of Compassionate Care WNY, LLC as of May 31, 2015, and its cash flows for the period then ended in accordance with accounting principles generally accepted in the United States of America.



Richard A. Romer CPA, LLC
June 1, 2015

COMPASSIONATE CARE WNY, LLC

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See accompanying notes.

COMPASSIONATE CARE WNY, LLC

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

See accompanying notes.

COMPASSIONATE CARE WNY, LLC

Notes to Financial Statements

1. Summary of Significant Accounting Policies:

Nature of Business:

The Company was formed to apply for a license to grow, process, and sell medical cannabis in pill or oil form at four distributions centers in New York State.

Cash and Cash Equivalents:

The Company includes all highly liquid investments with original maturities of 90 days or less in cash and cash equivalents. Cash equivalents consist primarily of money market funds.

Deferred Expenses:

Deferred expenses consist of professional fees to be amortized on the straight line method over sixty months.

Income Taxes:

The Company is treated as a partnership for federal income tax purposes. Consequently, federal income taxes are not payable by, or provided for, the Company. The sole member is taxed individually on the share of the Company's earnings.

Uncertain Tax Positions:

Management has determined that the Company does not have any uncertain tax positions and associated unrecognized benefits or liabilities that materially impact the financial statements or related disclosures. Since tax matters are subject to some degree of uncertainty, there can be no assurance that the Company's tax returns will not be challenged by the taxing authorities and that the Company or its members will not be subject to additional tax,

penalties, and interest as a result of such challenge. Generally, the Company's tax returns remain open for three years for federal income tax examinations.

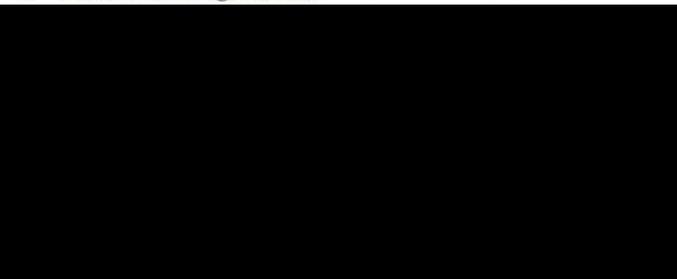
Use of Estimates:

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates.

Subsequent Events:

The Company has evaluated events and transactions that occurred through June 1, 2015, which is the date the financial statements were available to be issued, for possible disclosure and recognition in the financial statements. There were no such events or transactions by the Company.

2. Lease Arrangements:



3. Subsequent Event:



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Workforce Role Requirements

Hired employees must establish their employment within the RWDSU (Retail, Wholesale and department store union). Applicants will be tested on their knowledge of the product that is being produced. It is important that every member of the staff understands cultivation and manufacturing techniques that will be practiced in the facility. A pre-application Drug screening will be issued to any applicant that will be considered for employment. Applicants under the age of 21 will not be considered for a position at Compassionate Care WNY, LLC.

Plant Manager/ Chief Operations Officer- Senior Staff Member

Jonathon McGiveron will be acting as Compassionate Care WNY, LLC's Plant Manager and Chief of Operations. He will use his five years of experience and formal business knowledge to develop a production plan to head operations at Compassionate Care WNY, LLC. Mr. McGiveron has been professionally trained by a number of horticulturalists, exceeding 20 years of experience, to oversee operations on multiple occasions during his career as a caregiver for medical marijuana patients. In charge of building the cultivation plans and making sure the production flow is in order, he will also be in charge of materials, planning, and logistics. Weekly meetings with the entire staff will be headed by Mr. McGiveron to communicate the production plan for the week ahead. He will also hold weekly meetings with the Quality Assurance Officer, Extraction Specialist, and Cultivation Managers to construct plans for the week ahead. On top of Mr. McGiveron's day to day tasks, he will also have regular meetings with the Board of Directors to show progress, develop goals, and pass on any important information that is gathered from day to day operations. Regular visits with each member of the staff will be a large part of his role as Plant Manager. He will develop a method of training and regular testing for general workers to make sure they are grasping concepts and cultivation methods that are concentrated in the manufacturing plan. During harvests and transplanting, Jon will lend a hand to help carry out large tasks

Quality Assurance Officer

The Quality Assurance Officers (QAO) will carry out a number of different roles. These individuals will have strengths in organizational leadership along with a strict sense of responsibility. This role will manage the overall quality in each room of the manufacturing facility and keep a close eye on each and every plant that is being cultivated within the facility. Not only will the QAOs be in charge of the quality in the cultivation facility, they will also be in charge of making sure that each batch of oil extracted meets the standards that will be compliant with New York State law. There will be a number of different quality checklists that the QAOs will have to fill out to make sure they are keeping up with their responsibilities. Each QAO will walk through every room in the facility and document any overall changes in the plant life cycle. A key role for the QAOs will be to gather any production logs and develop analytics based on trends and outliers in the production flow.

Extraction Specialist/ Chemist

An experienced Extraction Specialist will be in charge of overseeing all operations on the processing end of the facility. This individual will run the Supercritical CO2 Extraction Machine and will be the only one permitted to do so. This employee will work with a general laborer to process the oils and prepare the capsules for filling. A series of checklists will need to be completed to make sure that this job is done effectively. On top of being in charge of extraction, this individual will also be in charge of transporting finished products into the storage vault. The Extraction Specialist, alongside the QAOs and Plant Managers will be the only employees on the floor permitted inside the storage vault.

Cultivation Manager/Supervisor

The Cultivation Manager will be in charge of the operations on the floor of the facility. This individual will supervise employees working throughout every phase of growth, while completing daily goals with the help the small general labor staff. This individual will work alongside the cultivation workers to make sure that each and every task to be done is carried out

successfully. The Cultivation Manager will spend their time working with a team of laborers in the vegetative and flowering sections of the facility. On top of being the supervisor of the labor staff, the Cultivation manager will have regular meetings about the planning and logistics of the operation with the Plant Manager. Doing so will ensure that the growing team will complete tasks properly. They will help the workers achieve their daily goals and assist when needed for jobs that require a large number of workers like a harvest or a transplant. On top of the tasks associated with the vegetative and flowering sections of the facility, this supervisor will also be in charge of carrying out all of the tasks in the propagation rooms.

General Labor Staff

A team of general labor staff members will be on hand in the facility during all operation hours. Depending on the tasks at hand, the manufacturing facility will use anywhere from 3-6 general laborers at a time. The least experienced laborers will start working in the vegetative and propagation sections of the facility. The more experienced workers will assist the Cultivation Manager in the flowering section of the facility with day-to-day tasks. Cultivation Floor employees assist in carrying out each and every goal that is proposed by the managerial staff. The highest-level experienced employee of the cultivation floor staff will assist the Extraction Specialist in doing their day-to-day tasks. These employees will also assist the Extraction Specialist in managing all the packaging of the final product.

Security Officers

We understand that security and our security staffing is of paramount importance. We are keenly aware of the added security challenges that a business of this nature faces, and we have taken extensive measures to have professionally-vetted policies, procedures, and systems in place to provide comprehensive protection, not only for our physical plant and inventory, but also for our employees and patients. Our security will meet or exceed the New York State Health Department's requirements set forth.

Kevin Caffery has been named as our Security Agent. The Security Agent will have oversight responsibility for the implementation of the security plan, and serve as a liaison with the executive staff and board. In addition, he will have oversight responsibility to review and update the plan on a regular basis (at intervals not to exceed one year) to ensure our continued compliance with New York State Public Health Laws. Our security staff will consist of two security officers (preferably off duty or retired armed law enforcement officers) 24/7 at our manufacturing facility and one security officer 24/7 at each of our dispensaries. We will also have two security officers, one or both of which will be armed while transporting product from our manufacturing facility to the dispensaries. All our security officers will be thoroughly trained and regularly tested in the challenges they may face while performing their duties.

ATTACHMENT

K



May 15, 2015

Benzing Properties LLC
3345 N Benzing Rd, Flr 1
Orchard Park NY 14127

To whom it may concern,

This letter will confirm Verizon provides Fios internet service at the address of 3345 N Benzing Rd, Orchard Park NY 14127.

Thank you for choosing Verizon, we value your business.

Sincerely,

A handwritten signature in black ink that reads "Janice Esposito". The signature is written in a cursive style with a large initial "J".

Janice Esposito
Verizon Sales & Service Representative
1 800-Verizon (800 837-4966)

Close 

Great News!

Verizon phone service is available at:

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Marijuana Growth Timeframe

Week	Growth	Feeding Schedule	Germination Growth Timeline
1	Clones that are propagated from the mother plant will be dipped into a rooting gel and placed into the cloning disks to start quick root development. Clones will be monitored daily and will take around two weeks to be ready to be transplanted into their final home or the NFT (Nutrient Film Technique) channels used for hydroponic growing. Nutrient Film Technique is a hydroponic method of growing, that is the process of pushing a shallow flow of dissolved nutrients through a channel the plants are growing in and feeding the roots by recirculating this dissolved nutrient throughout the growth cycle.	Week 1 feeding schedule will be very light nutrient feeding and using only 1/4 strength nutrients, and will be a cloning solution nutrient that supplies the hormones needed to jump-start root development.	Germination: Once seeds pop their tap roots they will need to be transplanted into the rock wool grow medium. Seeds will stay in this medium for two weeks.
2	Clones that are propagated from the mother plant will be dipped into a rooting gel and placed into the cloning disks to start quick root development. Clones will be monitored daily and will take around two weeks to be ready to be transplanted into their final home or the NFT (Nutrient Film Technique) channels used for hydroponic growing.	Week 2 nutrients will include the cloning hormones, as well as a bio stimulator. The bio stimulator additive will jumpstart beneficial microbial activity inside the root zones. This bio stimulator will be used throughout the entire life of the plant, until the last week when only water is supplied to the root zones to flush out any residual nutrients. At this point the nutrients will have been recirculate out one or two times inside the cloning machine.	Seeds that are growing in the rock wool will start to show their cotyledon leaves.
3	VEGETATIVE GROWTH BEGINS: Clones will be transferred inside the cloning machine to their final homes inside the vegetative grow rooms. At this point they will have long enough roots to be fed with stronger nitrogen-rich vegetative nutrients. The neoprene collars that are used for cloning will stay attached to the clones going into the larger NFT (Nutrient Film Technique) trays. A heavier medium will be used to keep the roots from being forced out of the net pot. Once inside these small net pots, after being wrapped with a strong medium like hydroton, the plants will be ready to develop their early growth for the next 2 weeks.	Week 3 feeding schedule will begin with the start of both the Part A and B nutrients. These nutrients will be used throughout the entire cycle, until the end when they will need to be flushed. Part A nutrients will be used in a higher concentration than Part B until they are in the blooming phase and the cycle flips. A chelated calcium and magnesium nutrient will also be incorporated into the vegetative growth feeding schedule. When using reverse osmosis or distilled water, certain beneficial nutrients like calcium, magnesium, and iron will be removed while pulling out the bad minerals in regular tap water. Some root accelerants will be used throughout the vegetative growth cycle to boost the roots as much as possible, so that when the plants flower, they will be able to process more nutrients and flower more	At week 3, seeds should have enough growth to be transplanted into their final home. The rock wool medium will act as a glove to keep the stem strong as the future mother plant grows. A five gallon planter will be the final home for germinated seeds. It is not necessary to give them a larger home. Mother plants can only be clipped so many times before their genetic traits are pushed out, eventually making clones less potent in the end. Mother plants will be lightly fed with a growth nutrient and left under 18-24 hour light until they are killed and cycled out with a new seed.
4	The later growth stages of the plant's life will be crucial. Increased root development will show all the way to the top of the plant with a fatter, healthier stem and some nicely developed fan leaves to show. At this point in its growth, the plant will be topped and/or trained so that more bud spots can form, in turn increasing yields in the blooming phase. This late growth period will be the last week of development before the plants are transitioned into the blooming phase. At this level, the plant on average will be between 8-12" in height, with root growth around the size of a human fist.	Week 4 late growth feeding schedule will have the highest concentration (Parts Per Million) of Part A Nutrients. These Part A nutrients will start to be used less and less as the plants are flipped into their blooming cycle. This week is the most important for the vegetative growth (Part A) nutrients as the plants will try to store as much as they can going into flower to push out as much growth as possible	Germinated seeds will be showing significant growth and should be around 2-3 feet in size. At this point the plant will start to show its sex or its pre-flowers. If it is showing male characteristics, there will be small pollen sacs forming or stamen. If the plant is a female it will show its Pistils that look tiny hairs. Any males will be killed immediately, so that pollination does not occur to any
5	BLOOMING GROWTH BEGINS: Week 5 is the first week of bloom and the transition phase of growth. It usually takes around a week to flip the plants into flower from their vegetative cycle. At this point, the plants will be around two feet in size. The plants will not start to show calyxes, the early growth of bud formations, until midway through the second week of flowering. The blooming growth cycle will require a different spectrum of light. With LED lights, a red spectrum will be used and a lighting schedule of 12 hours day, 12 hours night will be used to kick the plants into flower. Plants being flipped into their blooming stages will be transported into the blooming spaces of the facility. Throughout this blooming cycle, we will see the most amount of growth happen. The plants will usually grow to double their size and buds will start to form.	Week 5 feeding will require equal Parts A and B. This transition period will tell the plants that they need to start fruiting and stop their vegetative growth. The calcium magnesium nutrient will continue to stay consistent throughout the blooming phase, but root accelerators will start to taper off. At this point we will also start to use carbohydrates to enhance the taste and aroma of the flower.	Mother plants will be vigorous and should start popping out clones at this point. From this point on we will be able to clip clones as needed.

Week	Growth	Feeding Schedule	Germination Growth Timeline
6	<p>The early bloom phase of growth begins around the 6th week of growth and the second week of the plant's blooming phase. During this week, we will start to see blooming characteristics show. Small calyxes will be popping up all over and the plant will start to become very aromatic. The amount of growth that will happen will be easily noticed on a daily basis. It is not uncommon to see plants grow a few inches each day. The early bloom phase of growth will last for two weeks.</p>	<p>Week 6 early bloom feeding will start the 6 week cycle of heavy Part B nutrients, while Part A nutrients concentrations will be tapering off. Stress reducing vitamin and nutrient transporting acids will be added to the nutrient mix starting week 6. These nutrients will trigger explosive flowering and build a foundation for bigger and more dense buds on the plant. Early bloom nutrients concentrations will stay consistent for two weeks. until the plant is in its middle stage of bloom</p>	
7	<p>During the second week of the early bloom phase, plants will begin to show bigger buds and resin glands will start to appear, which hold the majority of the plants psychoactive and healing properties. At the end of the early blooming phase of the plant's life, you will start to see the bud sites form into small tight clusters that will become more dense as the bloom phase progresses.</p>	<p>Week 7 feeding is very similar to week 6. Flavor enhancers (carbohydrates) concentrations will increase as the weeks progress. During the early to middle stages of the bloom phase, the plants will thrive on the consistency of the nutrient concentrations they are getting. Until the late blooming phases of growth, we will not see any changes in the Part A and Part B base nutrients that the plants will be feeding on.</p>	
8	<p>Week 8 of the bloom phase is considered the first of two weeks in the middle of the plant growth cycle. During the middle of the bloom phase, all flowering characteristics will shine and calyxes will be showing all over the plants. These calyxes will be swelling and Trichomes (resin glands) will be growing to be easily seen by the naked eye.</p>	<p>Week 8 feeding is the start of the middle phase of the bloom cycle. At this point the plants will see the widest variety of nutrients out of the entire life of the plant. Aroma, size, and flavor enhancers will be in the mix on top of the Part A and Part B nutrients. Throughout the middle of the bloom phase, it will be important to keep up with PH and EC (Electro Conductivity) levels, as the plants are most susceptible to getting burned due to their high concentrations of liquid nutrients.</p>	
9	<p>During the second week in the middle phase of growth, the plants will most likely stop growing so extensively. All the energy in the plant will be shifted to the buds. We will see buds become large and more defined. The last week of middle growth and the first of late growth will be the last weeks of full bud formation.</p>	<p>Week 9 feeding schedule will be the exact same as week 8. We will see no changes in the concentrations of nutrients used during this week.</p>	
10	<p>Week 10 marks the start of the late bloom phase of plant growth. During late growth, or the peak flowering stage, all energy will be focused on the buds and they will continue to become very dense. At this point, the buds will be so dense that they will be bending over the stems they are growing on. During this last stage of growth, atmospheric control and growing conditions must be stabilized. Any stress on the plants will hinder the plants' ability to properly shift into its ripen stage before they will need to be flushed.</p>	<p>Week 10 feeding is the start of the late bloom phase of growth. Part A nutrients concentrations will lessen while Part B stay consistent for one more week. During the late bloom phase, most enhancers and additives will begin to taper off. Only the flavor enhancers will stay consistent. Carbohydrates will need to be pumped throughout the rest of the flowering cycle to trap every bit of flavor in.</p>	
11	<p>Week 11 of the plant life cycle is the last week of full bloom. At this time a harvest plan will need to be in order. During this week, the plants will be tightly monitored to make sure there are no late cycle problems. Though it is unlikely, mold can form when the buds are tight and dense. The buds are moist and have little room for air to get in. Some strains are more susceptible to disease over others, which will need to be taken into account during these last few weeks.</p>	<p>Week 11 feeding will mark the last week of heavy feeding for the Part A and Part B nutrients. At this point, Part A concentrations will almost be completely cut off. The last week of the late bloom phase will also be the last week of the calcium and magnesium supplements given to the plants. The only consistent concentration left in the nutrient systems will be the carbohydrate.</p>	

Week	Growth	Feeding Schedule	Germination Growth Timeline
12	<p>The last week of the plant life cycle will include a short ripening period, followed by a complete flush of all nutrients. The buds will be very aromatic and look like they are ready to be picked. Trichomes will be in every little bit of space around the bud and they will have a slight amber color to them. This color is a good indication that the buds are ready to be picked. To achieve the highest level of each plant's characteristics it will be important to wait until this amber color shows on each plant. Some strains will take longer than others to show these characteristics. After this ripening/flushing period is over, the buds will be ready for harvest.</p>	<p>Week 12 will be split into two parts, ripen and flush. For the first three days during the ripen period, very minute concentrations of nutrients will be given to the plants to be able to achieve that bright amber color. A flushing period of 3-5 days will pull out any residual nutrient left in the bud and they will be ready to harvest.</p>	

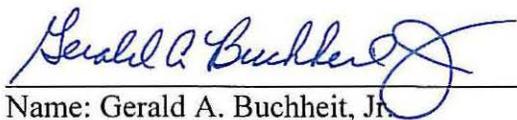
ATTACHMENT

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Applicant, Compassionate Care WNY, LLC, 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).

COMPASSIONATE CARE WNY, LLC
a New York limited liability company

By: CCWNY, LLC, Manager



Name: Gerald A. Buchheit, Jr.

Its: General Manager