

**EMPIRE STATE
COMPASSIONATE CARE,
INC.**

**APPLICATION FOR REGISTRATION AS A
REGISTERED ORGANIZATION UNDER THE NEW
YORK MEDICAL MARIJUANA**

MEDICAL MARIJUANA PROGRAM

Application for Registration as a Registered Organization

TABLE OF CONTENTS

1. Application Narrative
2. Application—Form DOH-5138
 - I. Section H – Legal Disclosures
 - A. Statement of Shareholders Providing Services or Leases
 - a. Michael Weisser
 - b. Michael Finnegan
 - c. Thomas Endres
 - B. Statement of Subsidiaries and Affiliates
 - a. New Jersey Affiliate Organizational Documents
 - b. Colorado Affiliate Organizational Documents
3. Attachment A – Real Property, Buildings and Facilities
4. Attachment B – Equipment Used
 - I. Manufacturing
 - II. Processing
 - III. Transportation
 - IV. Distribution, Sales and Dispensing
5. Attachment C – Real Property Deeds, Leases and Agreements
 - I. Manufacturing Facility
 - II. Dispensing Facility #1
 - III. Dispensing Facility #2
 - IV. Dispensing Facility #3
 - V. Dispensing Facility #4
6. Attachment D – Operating Plan
 - Business Plan
 - I. Manufacturing
 - II. Transport and Distribution
 - III. Dispensing and Sale
 - IV. Devices
 - V. Security and Control

- VI. Standard Operating Procedure
- VII. Quality Assurance Plans
- VIII. Returns, Complaints, Adverse Events and Recall
- IX. Product Quality Assurance
- X. Record Keeping

Additional Exhibits

- a. Certificate of Frank Bianco (Director of Science & Production in Colorado) and Independent Lab Reports Regarding Consistent Cannabinoid Profiles
 - b. Statement of Michael Weisser re: Donation of Profits
 - c. New Jersey Department of Health Medical Marijuana Program -- 2014 Annual Report
 - d. Patient Testimonials
7. Attachment E – Organization and Operational Documents
- I. Certificate of Incorporation
 - II. Bylaws
 - III. Organizational Chart
8. Attachment F – Labor Peace Agreement
9. Attachment G – Financial Statements and Business Transactions Pursuant to §1004.5(B)(10) In Connection with the Application
10. Attachment H – Security Plan
11. Attachment I – Certified Financial Statements
- I. Certified Financial Statement of ESCC
 - II. Commitment Letter of Michael Weisser
 - III. Accountant’s Letter and Personal Financial Statement of Michael Weisser
12. Attachment J – Staffing Plan
- I. Staffing chart
 - II. Total Number of Anticipated Employees
 - III. Staffing Timeline
 - IV. General policy and drug testing policy
 - V. Key Employee Positions
 - VI. Sample day-to-day schedule
 - VII. Orientation and training
 - VIII. Evaluation method
 - IX. Human resource administration
 - X. Pharmacist Program

13. Attachment K – Proof of Local Internet Service Provider
14. Attachment L – Timeline from Growing to Production
15. Attachment M – Compliance with Applicable State and Local Laws and Regulations
 - I. Statement of Compliance
 - II. Letter from Honorable John McCormac, Mayor of Woodbridge, New Jersey
 - III. Letter from Honorable Dr. Poonam Alaigh, Former New Jersey Commissioner of Health
 - IV. Licenses and Renewals
 - A. New Jersey Licenses and Renewals
 - B. Colorado Licenses and renewals
 - C. Colorado Oil Extraction and Infusion License
 - V. Waste Disposal Report of Nelson Pope and Voorhis
16. Appendix A – Disclosure Affidavits, Organizational Chart and Proof of Fingerprinting
 - I. Affidavits of Board Members
 - II. Affidavits of Strategic Committee Members
 - III. Biographies and Credentials of Board Members
 - IV. Biographies and Credentials of Strategic Committee Members
 - V. Recommendation Letter
17. Appendix B -- Architectural Programs
 - I. Manufacturing Facility
 - II. Dispensing Facility #1
 - III. Dispensing Facility #2
 - IV. Dispensing Facility #3
 - V. Dispensing Facility #4

1. Application Narrative

APPLICATION NARRATIVE

EMPIRE STATE COMPASSIONATE CARE, INC.

Uniquely Qualified and Positioned to be Selected as a Registered Organization

Why?

EXPERIENCE AND TRACK RECORD!

Who are we?

An extraordinarily accomplished team of professionals in the Medical Marijuana, Health Care, Agriculture and Security Arenas that have integrated and synergized their respective expertise and experience to create ESCC's state-of-the-art "Medical Model" proposal for New York State.

What have we done?

- Top Tier "Medical Model" Cultivator and Dispenser of Pharmaceutical-Grade Medical Marijuana in New Jersey and Colorado:
 - a. Over 23,000 medical marijuana transactions in New Jersey since August 2013;
 - b. Dispensed over 67% of all Medical Marijuana sold in NJ and served over 64% of all registered NJ patients in 2014, according to official NJ Department of Health Medicinal Marijuana Program 2014 Annual Report (issued March 2015) ("NJ DOH Report"); **See, Exhibit (c) of Attachment D;**
 - c. Proven Timeline from Licensure in NJ (8/7/13) to dispensing in NJ (11/22/13) -- **"3 months and 15 days"**! (NJ DOH Report);

- d. Over 200,000 medical marijuana transactions to date in Colorado;
- e. Exemplary Record of Compliance with strict “medical model” New Jersey Regulatory Scheme, which is similar to the strict “medical model” New York Regulatory Scheme (Confirmed by former NJ DOH Commissioner Dr. Poonam Aliagh under Governor Christie’s administration). A “[T]rack record of compliance and stringent security measures [that] have also been superior to any other licensee in the state.”

See, Exhibit (III) of Attachment M

- Proven Track Record and Expertise (including Colorado State Certifications) in Extracting and Infusing “Oils” for “non-smokable” Forms of Delivery, which will be essential for compliance with NYS Regulations.
- Proven Track Record of Successful Patient Outcomes and Positive Patient Experience demonstrated through Powerful Patient Testimonials.
- Proven Track Record of Scientific Innovations in production, extracting and infusion techniques and methods, including Preferred Method of Extraction utilizing Carbon Dioxide.
- Proven Track Record of Independent Lab-Certified Production of Consistent Cannabinoid Profiles for its medical marijuana products.

What will we do?

- ESCC will Deliver a State-of-the-Art Medical Marijuana Operation for New York State that is Professional, Safe, Effective, and Reliable.
- ESCC will Strictly Comply with All Laws and Regulations and will be Primarily Driven by its Medical Mission to Benefit Certified Patients.
- ESCC will be ready to Dispense Medical Marijuana to Certified Patients in December 2015!

How will we do it?

- NYS Regulation-Compliant Operating Plan that is state-of-the-art and based on extensive real life Medical Model Experience, not conjecture;
- NYS Regulation-Compliant Staffing Plan that is based on extensive real life Medical Model Experience, not conjecture.
- Management of growing and processing operations by Medical Marijuana Industry Pioneer David Weisser and Sustainable Agriculture Pioneers, Tom Endres and Michael Finnegan.
- State-of-the-Art Carbon Dioxide Extraction Equipment and Techniques that give ESCC great Precision and Control over Cannabinoid Profile.
- Unique Pharmacist Program to be implemented by a leading New York Specialty Pharmacy company, Avanti Health Care Services, featuring:
 - a. Recruitment, screening and training of the ESCC employee Pharmacists that will staff the dispensaries;
 - b. Provision of management and consultative oversight resources to the pharmacist staff on an on-going basis;
 - c. Development of Pharmacist procedures at the Manufacturing Facility for determining Quality Control and Testing Standards of Practice to maintain a minimum USP (United States Pharmacopoeial Convention) Standard of Practice, with the potential to attain a cGMP (Current Good Manufacturing Practices) Standard of Practice.
- NYS Regulation-Compliant State-of-the-Art Security Plan.

Who will do it?

- A dynamic team of professionals with diverse backgrounds in healthcare, agriculture, law enforcement, and business – headed by principals of the largest medical marijuana cultivator and dispensary licensed under New Jersey’s medical model (with over 67% market share in that state) and one of Colorado’s largest licensed medical marijuana operations - nationally regarded as industry pioneers. Directors and Officers as follows:
 - a. David Weisser, Chairman and President;
 - b. Michel H. Weisser, Esq., Director, Treasurer and Secretary;
 - c. Paul Higdon, Director and Chief Security Officer;
 - d. Jordan Josephson, MD, Director and Medical Director;
 - e. Raj Mukherji, Esq., Director;
 - f. Michael Finnegan, Esq., Director;
 - g. Thomas Endres, Director;

- Top-Tier Security Team led by Michael Balboni, the former NYS Head of Homeland Security, and Paul Higdon, 27 year DEA Veteran and former INTERPOL Criminal Intelligence Director.

- A unique “Strategic Committee” Structure. In addition to its corporate Board Members, ESCC has established a “Strategic Committee” that consists of highly credentialed, well-respected individuals who will bring their unique perspectives and insights to inform and assist ESCC’s Board and Officers in formulating their policies and conducting ESCC’s operations:
 - a. Michael Balboni, Esq., former Head of New York State Homeland Security;
 - b. Edward Salzano, Prominent Businessman and Philanthropist;
 - c. Anthony V. Curto, Esq., Prominent and Well-respected Attorney;
 - d. Pietro Piacquadio, Prominent Pharmacist and [REDACTED]

- Major ESCC Shareholder Michael Weisser has a Proven Track Record of Donating Medical Marijuana Proceeds to Children’s Research Hospitals and has pledged to donate his share of any ESCC Profit to such Hospitals for the next 10 years **and** to have ESCC provide medical marijuana product *at no cost* to children that are Certified Patients for the next 5 years (subject to NYS DOH approval).
- ESCC is financially backed and guided by Major Shareholders Michael and David Weisser, substantial net-worth individuals, highly successful nationally in the real estate business, and pioneers in the Medical Marijuana Business who will commit their Financial Capacity and Business Management Acumen to ESCC Operations.

Where will we do it?

- A fully controlled, zoning-compliant, state-of-the-art **Manufacturing Facility at 320 Mount Airy Road, New Windsor, NY;**
 - a. Fully Constructed, turn-key, large facility comprised of 38,000 square feet of greenhouses and 25,000 square feet of administration/processing/packaging space in Excellent Condition;
 - b. Operations to be managed and operated by David Weisser, Tom Endres, and Michael “Mike” Finnegan, (as employees of ESCC), each established Good Agriculture Practices growers and pioneers of innovative, sustainable, and scientifically-verified consistent-quality products;
 - c. Located 15 miles north of West Point in the beautiful Hudson Valley, minutes from major Highways US 87, US 84 and US 86;
 - d. ESCC will offer Employment Opportunities for residents of the nearby City of Newburgh;
 - e. The site’s Current Owner, Continental Farms (owned and operated by Tom Endres and Mike Finnegan), is a certified 8-A Service-Disabled Veteran Owned Small Business (“SDVOSB”). Mike Finnegan is a Veteran and Tom Endres is a disabled Veteran;

- f. Over Fifty (50%) of Continental Farm’s employees are Veterans, many disabled; ESCC will open employment opportunities for suitable current employees of Continental Farms to screen, train, and become employees of ESCC for the new Medical Marijuana Cultivation and Processing operations;
 - g. The site has and will operate a closed loop “Zero Waste-Zero Discharge” system that conforms to the provisions of Good Agriculture Practices;
 - h. Ample and Stable Power Supply-- the Rock Tavern Substation, connecting 345kv from Upstate NY to lower-voltage lines for local use, is located in New Windsor, New York. Manufacturing Facility also hosts two 230 kW diesel emergency power generators;
 - i. Over 250,000 sq. ft. of Existing On-site Greenhouse Expansion Capacity and Lease Rights.
- Identified, Secured, and Geographically Diverse **Dispensing Facilities** that are located near likely Certified Patient Population Centers, utilizing the ESCC Team’s long and successful history of expertise and experience in Medical Marijuana and Real Estate Matters:
 - a. Dispensary Facility #1: 40 West 27th Street, New York, NY (New York County);
 - b. Dispensary Facility #2: 3057 Erie Blvd East , Syracuse, NY (Onondaga County);
 - c. Dispensary Facility #3: 760 Fulton Avenue, Hempstead, NY (Nassau County);
 - d. Dispensary Facility #4: 1933 Kensington Avenue, Cheektowaga, NY (Erie County).

The ESCC Team’s track record and the proposal set forth in this application, when taken together, demonstrate professionalism, seriousness of purpose, emphasis on quality and medical mission, and, most importantly, a likelihood of success that we believe is second to none.

The Medical Mission and the ESCC Team

A dynamic team of professionals with diverse backgrounds in healthcare, law enforcement, and business – headed by principals of the largest medical marijuana cultivator and dispensary licensed under New Jersey’s medical model (with over 67% market share in that state) and one of Colorado’s largest licensed medical marijuana operations – have formed ESCC with the objective of successfully applying for one of five New York State Department of Health licenses to cultivate and dispense medicinal cannabis for the benefit of certified patients with serious debilitating conditions in accordance with the state’s Compassionate Care Act (the “Act”).

As ESCC’s principals have done successfully in other jurisdictions, the company will implement a comprehensive, safe, and effective medical marijuana program in a manner that protects public health and safety and is in strict compliance with the Act. This clinically-oriented medical model will heed the goals of tracking, compiling, and analyzing patient data to assist with clinical research that ESCC will conduct in concert with researchers affiliated with an acute care hospital or medical school, with which ESCC will seek to provide access to its patients’ data. Patients qualifying under the Act will include those with cancer, epilepsy, HIV/AIDS, Lou Gehrig’s disease (ALS), Parkinson’s disease, multiple sclerosis, damage to the nervous tissue of the spinal cord with objective neurological indication of intractable spasticity, neuropathies, and Huntington’s disease. The Act includes the aforesaid conditions when there is a clinical association with or complication of the condition resulting in cachexia or wasting syndrome, severe or chronic pain, severe nausea, seizures, or severe or persistent muscle spasms.

This mandate is precisely in line with the ESCC Team’s medical mission as demonstrated by the well-established track record of its medical marijuana affiliates’ professional “medical model” operations in New Jersey and Colorado.

The principals and directors of ESCC include:

- **David Weisser** is the Chairman and President of ESCC. Nationally regarded as an industry pioneer, David Weisser has over six years of experience across three states in cultivating and dispensing medical marijuana to relieve patients with serious debilitating conditions. He has been hailed for developing a medical model in “seed-to-sale” enterprises with an emphasis on tracking clinical data and the association between certain strains of medicinal cannabis and delivery methods with qualifying conditions. These years of experience in Good Agriculture Practice and state-of-the-art processing techniques have established David Weisser a medical marijuana expert.

Mr. Weisser is President of Garden State Dispensary, a nonprofit that is the largest medical marijuana cultivator and dispensary to be licensed by the New Jersey Department of Health. The organization’s two applications for licensure were rated by the State of New Jersey as the two highest scoring submissions in the state’s competitive and highly scrutinized selection process that only awarded six licenses.

Weisser's attention to purity, quality, consistency, and variety has garnered his organization an overwhelmingly dominant market share among New Jersey's patient base. According to the NJ Department of Health's 2014 Annual Report on the status of the program, the nonprofit headed by Weisser dispensed approximately 67.23% of all medical marijuana provided by licensees in 2014 and served over 64% of all registered patients in the state. Previously, in 2009, David cofounded one of Colorado's largest medical cannabis cultivation and dispensary organizations and presently has 27 active state licenses in Colorado, including five cultivation facilities and eight dispensaries.

David also has diversified experience in commercial real estate. As a former [REDACTED] in [REDACTED] he served as [REDACTED] of [REDACTED] of the [REDACTED]-based organization and also identified new acquisition opportunities and closed complex transactions. David subsequently served as [REDACTED] of [REDACTED] at [REDACTED] in [REDACTED], where he was responsible for managing over one million square feet of various commercial and residential properties, including [REDACTED] Mr. Weisser's leadership role required him to travel extensively throughout Europe and Russia to evaluate a host of investment opportunities for [REDACTED] and its [REDACTED]. (A more comprehensive Bio is attached as an exhibit to **Appendix A-Affidavits**).

- **Paul Higdon** is a distinguished federal law enforcement and intelligence veteran. He is the Chief Security Officer for the ESCC's affiliate Garden State Dispensary and will fill that role for ESCC. His 27-year career with the Drug Enforcement Administration (DEA) and its predecessor agency, Bureau of Narcotics and Dangerous Drugs (BNDD), included a rise from Special Agent to heading the agency's Office of Inspections to being appointed the DEA's Deputy Assistant Administrator in Charge of Foreign Operations (responsible for overseeing and directing the operations of 70 DEA offices in 51 countries). As Special Agent in Charge of a joint federal, state, and local task force, he worked closely with international agencies to identify and eliminate the infamous "French Connection." After his DEA service, Mr. Higdon served as Director of Criminal Intelligence for INTERPOL. (A more comprehensive Bio is attached as an exhibit to **Appendix A-Affidavits**).

- **Jordan S. Josephson, MD** will be the Medical Director of ESCC. Dr. Josephson is an internationally renowned, Johns Hopkins fellowship-trained and Board certified surgeon, clinical researcher, and medical educator who previously served as a consultant for the [REDACTED] for six years. Dr. Josephson's hospital affiliations include [REDACTED] and [REDACTED]. (A more comprehensive Bio is attached as an exhibit to **Appendix A-Affidavits**).

- **Michael Balboni, Esq.** is a former Deputy Secretary of Public Safety and head of homeland security for the State of New York, who served under two governors and oversaw agencies including the State Police, Office of Homeland Security, and State Emergency Management Office. Mr. Balboni is also a healthcare lawyer and former State Senator from Nassau County

who chaired the Senate Homeland Security Committee following 9/11. (A more comprehensive Bio is attached as an exhibit to **Appendix A-Affidavits**).

- **Raj Mukherji, Esq.** is a lawyer, legislator, and healthcare investor who has [REDACTED] or brokered complex transactions involving [REDACTED] and [REDACTED]. He was a leading medical marijuana advocate in New Jersey. He is presently an Assemblyman in the New Jersey State Legislature and Chairman of the Jersey City Housing Authority, and he is a former Deputy Mayor of Jersey City, software CEO, and Sergeant in the U.S. Marine Corps Reserve, where he served in military intelligence. (A more comprehensive Bio is attached as an exhibit to **Appendix A-Affidavits**).

- **Michael H. Weisser, Esq.** and his [REDACTED] David Weisser, are nationally regarded as industry pioneers, with over six years of experience across three states (including over 67% market share in 2014 in NJ) in cultivating and dispensing medical marijuana to relieve patients with serious debilitating conditions. They have been hailed for developing clinically-oriented medical models in “seed-to-sale” enterprises with an emphasis on tracking patient data and the association between certain strains of medicinal cannabis and delivery methods with qualifying conditions.

Michael Weisser is a [REDACTED] native, raised in [REDACTED] who has been a member of the New York Bar for 50 years during which time he has specialized in tax and securities law and commercial litigation. He has taken several companies public and served as [REDACTED] of a publicly traded [REDACTED] company. He also owns and manages over one million square feet of commercial real estate, including [REDACTED] in five states, and [REDACTED]. (A more comprehensive Bio is attached as an exhibit to **Appendix A-Affidavits**).

- **Michael “Mike” Finnegan** is an environmental lawyer, retired investment banker, entrepreneur and US Army JAG officer. In 2009 Mike [REDACTED], a [REDACTED] that uses a [REDACTED] to produce [REDACTED] and [REDACTED] in a [REDACTED] hat [REDACTED]. The company is currently operates at the proposed Manufacturing Facility [REDACTED]. After practicing environmental law for 8 years, he served as Chief Counsel to his former law partner, Governor George Pataki, for 5 years. (A more comprehensive Bio is attached as an exhibit to **Appendix A-Affidavits**).

- **Thomas Endres** is the [REDACTED] and [REDACTED] of [REDACTED]. Mr. Endres conceptualized, designed, funded and developed the [REDACTED] in the United States. Working with Federal, State and multiple local agencies creating an operational company with over 250 jobs (direct, indirect and induced), Mr. Endres has been a national leader in developing and growing to lead the country in the growth of this “farm of the

future”. Supporting Vets, disabled vets, chemical free, local, sustainable, hormone free, no GMD, No antibiotic food for the local area and ultimately the country. (A more comprehensive Bio is attached as an exhibit to **Appendix A-Affidavits**).

ESCC Team’s Medical Marijuana Track Record

Presently, thirty-six (36) American states permit medical marijuana in some form. Twenty-three (23) of those states as well as the District of Columbia, Guam, and Puerto Rico allow for comprehensive public medical marijuana programs. Nowhere were stricter regulations promulgated than in New Jersey and New York. Indeed, New York State modeled its program after its sister state across the Hudson River. However, New York State has required that only “non-smokable” forms of delivery be manufactured and utilized in New York. This makes ESCC particularly qualified for New York’s program because of their extensive experience and expertise, including special licensure in Colorado, in the extraction and infusion of “oils” from the plant form (see, **Attachment D--Operating Plan** and attached Exhibit (a) thereto, **Certification of Consistent Cannabinoid Profiles**).

The principals of ESCC, the Weissers, operate the largest medical marijuana cultivator and dispensary licensed in New Jersey (Garden State Dispensary) and one of the largest in Colorado, where they have five cultivation facilities and eight dispensaries. Between the two states, the Weissers’ medical marijuana enterprises employ more than 100 people and have contributed vast sums to charitable causes, including Children’s Hospital Colorado and Memorial Sloan Kettering Cancer Center (with more giving planned and pledged, see, Exhibit (b) **Weisser Pledge** attached to the **Attachment D--Operating Plan**).

ESCC’s affiliates have a proven track record of compliance with the state and local laws and regulations pertaining to the growth and dispensing of medical marijuana in both the States of Colorado and New Jersey.

In a letter, dated June 1, 2015, which should be read in full, Dr. Poonam Alaigh, MD, MSHCPM, FACP, the former New Jersey Commissioner of Health under Governor Christie, made the following statements:

“Garden State Dispensary submitted an application for two [NJ] regions and both were the highest scoring of all applicants in every category. However, each winning applicant only received one permit. Since the receipt of a permit, Garden State Dispensary has proven that they merited the noteworthy score they received for the comprehensive and high-quality proposal and sound financial and security plans.” [...]

“In addition to the dominant market share Garden State Dispensary quickly achieved, demonstrating industry experience, professionalism, and competence superior to competing cultivators, their track record of compliance and stringent security measures have also been superior to any other licensee in the state.” [...]

*"For these reasons and the stellar credentials of the team assembled by Empire State Compassionate Care, I offer an outstanding reference for this group's track record in New Jersey and thank them for enabling the success of this medically modeled marijuana program I implemented." (see, Exhibit (III) to **Attachment M**).*

The ESCC affiliates have not only received initial licenses from both states, they have received *renewals* of the licenses. The renewals demonstrate the Affiliate's actual compliance with the applicable laws and not merely hypothetical pledges or statements to comply in the future (see, **Attachment M**).

New Jersey Medical Marijuana Operations

In New Jersey, the Weissers run Garden State Dispensary, a nonprofit that is the largest medical marijuana cultivator and dispensary to be licensed by the New Jersey Department of Health. Garden State Dispensary's inception marked the creation of a medical model that has set a nationwide example. The organization's applications for licensure were rated by the State of New Jersey as the two highest scoring submissions in the state's competitive and highly scrutinized selection process that only awarded six licenses. Garden State Dispensary's advisory board in New Jersey includes a Chief Judge of the Criminal Court in Trenton, retired Presiding Judge of the Superior Court, a retired Captain and Deputy Troop Commander of the NJ State Police, and two respected physicians.

In August 2013, after Garden State Dispensary was licensed in New Jersey, a 25,000 square foot building in Woodbridge, New Jersey, was acquired and approximately \$1 million in upgrades to the property were made in configuring and constructing a medical marijuana cultivation and dispensary facility. The aggregate investment in the New Jersey operation has exceeded \$7 million.

Garden State Dispensary's attention to purity, quality, consistency, and variety has garnered the organization an overwhelmingly dominant market share among New Jersey's patient base. According to the New Jersey Department of Health's 2014 Annual Report on the status of the program (see, Exhibit (c) attached to the **Attachment D--Operating Plan**), Garden State Dispensary dispensed approximately 67.23% of all medical marijuana provided by licensees in 2014 and served over 64% of all registered patients in the state.

To date, Garden State Dispensary has successfully completed over 23,000 medical marijuana transactions in New Jersey since August 2013.

Some patients travel in excess of one hour to patronize Garden State Dispensary (despite their proximity to one of the other two active licensed dispensaries) because of the quality and strains (brands) available at Garden State Dispensary and the training and qualifications of its dispensary personnel.

ESCC's principals and participating physicians in New Jersey's medical marijuana program have witnessed dramatic benefits at the New Jersey operation for participating patients, including – by way of example – reductions in seizures for certain epileptic patients, counteracting appetite loss and pain relief for cancer patients, improvement in quality of life for terminally ill patients, etc. (see, powerful Patient Testimonials attached to this Application as Exhibit (d) to **Attachment D--Operating Plan**).

In addition to the glowing report of former New Jersey Health Commissioner, Dr. Poonam Alaigh described above (see, Exhibit (III) to **Attachment M**), Mayor John McCormac, Mayor of Woodbridge Township, New Jersey, home of ESCC's New Jersey affiliate's facility, has written a laudatory letter recommending ESCC for a number of reasons, including ESCC's ability to comply with local laws. The Mayor notes that the State of New Jersey's regulations are similar to what was passed in New York State and that ESCC's affiliate, *“has been a model corporate citizen—it complies with all municipal laws/regulations and its facility is consistently clean, secure and kept in a professional manner.”* (See, **Attachment M**)

Colorado Medical Marijuana Operations

Presently, Weisser affiliated entities have 27 active state licenses in Colorado, which are tied to five cultivation facilities and eight dispensaries and have successfully completed over 200,000 medical marijuana transactions in Colorado.

In Colorado, the ESCC affiliates have “oils” extraction and infusion credentials and experience that distinguish it from most of its competitors. The extraction and infusion of “oils” is the key to non-smokable forms of delivery required in New York. ESCC will bring this expertise to New York and will utilize the highest quality equipment to extract these oils, preferably utilizing Carbon Dioxide in the extraction method (see, **Attachment D--Operating Plan** and attached Exhibit (a) thereto, **Certification of Consistent Cannabinoid Profiles**).

Patient Testimonials

Perhaps the most compelling proof of the efficacy and benefit of the medical marijuana program for patients, and ESCC's ability to deliver those benefits, is contained in the moving and powerful Patient Testimonials attached to this Application as Exhibit (d) to **Attachment D--Operating Plan**.

These Patient Testimonials, provided by the patients of Garden State Dispensary, ESCC's New Jersey Affiliate, validate the motivations and goals of New York's Medical Marijuana Program and demonstrate ESCC's ability to deliver on that medical mission. These testimonials should be read in full as they truly capture the human side of this Program.

Some of the key sentiments expressed from our patients are illustrated in the following quotes:

"As the [REDACTED] of [REDACTED], the [REDACTED] literally took away my ability to be a [REDACTED]. "Within minutes of my first dose, the [REDACTED] and [REDACTED] of those [REDACTED]. Today, thanks to the professional care of the Garden State Dispensary, I can [REDACTED] my [REDACTED] to [REDACTED] and I feel I am a [REDACTED]." (Letter of Melody Mussinan)

"I have been living with [REDACTED] for the past [REDACTED] years" [...] "Thanks to the great people at Garden State Dispensary [...] I can honestly say, I'm coming back." [...] "My [REDACTED] who just completed her first year at Rutgers Law school, has noticed a difference also and she recently said ' [REDACTED] you're [REDACTED] and [REDACTED] ". [...] "While it might not seem like much to some, I went to a [REDACTED] this [REDACTED] and [REDACTED] that I hadn't [REDACTED]. " [...] "I'm much [REDACTED] and [REDACTED] by the fact that these people help me share in the day when my [REDACTED] graduate Rutgers Law to become an attorney." (Letter of Janet Snyder Cappello)

*"Garden State Dispensary has improved my life and the way to measure their success is by the success I have reclaimed in my life." [...] "When I was [REDACTED] years old I would often [REDACTED] and tell my [REDACTED] that I [REDACTED]'. I was [REDACTED] and [REDACTED] and [REDACTED]. At [REDACTED] I was diagnosed with [REDACTED] and suffered from [REDACTED]. As a result my [REDACTED] suffered and after only one year at Rutgers, I was [REDACTED]." [...] "Doctors prescribed many different medications to try and control my [REDACTED] but they didn't work. I was suffering anywhere from [REDACTED] or [REDACTED] per [REDACTED] and over [REDACTED]." [...] "I spoke to my doctor and we began to research medical marijuana would be good option for my care. After a disappointing encounter at another marijuana medical marijuana facility, I decided to give it one final shot drove for over an hour and a half to the Garden State Dispensary. It was here that I was greeted with first-class care and dealt with a counselor who was able to understand my condition and help out. I still make the 90 minute trip because the results I have encountered at Garden State Dispensary have proven invaluable to reclaiming my life. The results have been remarkable." [...] "I've experienced an [REDACTED] [REDACTED] and began to [REDACTED] and suddenly I [REDACTED]. My [REDACTED] noticed my newfound motivation and together we are making plans for me to go back to college. Further, after being [REDACTED] for long period of time, I now have a [REDACTED]. Most importantly, I haven't had a [REDACTED] in [REDACTED]." (Letter of Dashaunt McLean). Exhibit (d) to **Attachment D--Operating Plan.***

By replicating Garden State Dispensary's New Jersey success in New York State, ESCC's principals believe that we can do well by doing good.

Charitable Track-Record and Pledge of Michael Weisser

[REDACTED] years ago, motivated by the [REDACTED] of Michael Weisser's [REDACTED] of [REDACTED] years (and David Weisser's [REDACTED] after a [REDACTED] with [REDACTED] the Weissers invested in medical marijuana dispensaries in Colorado and made significant contributions to cancer research through the Daria

S. Weisser Foundation, launched in Mrs. Weisser's memory.

The Garden State Dispensary operation in New Jersey is operated by a not-for-profit entity. The Weissers have made it part of their mission to utilize significant portions of the medical marijuana proceeds for donations to children's research hospitals.

In furtherance of this mission, Michael Weisser, a major shareholder of ESCC, has made a written pledge to donate his portion of any profit derived from ESCC, for a period of 10 years, to research institutions that are focused on children's illnesses, including Memorial Sloan-Kettering. See, Exhibit (b) attached to the **Attachment D--Operating Plan**.

In addition, said pledge commits that ESCC will provide medical marijuana product free of charge to *all children* that qualify as Certified Patients for a period of 5 years from the commencement of operations (subject to DOH NYS approval).

Identification of Manufacturing Facility and Dispensing Facilities

ESCC has identified its proposed Manufacturing Facility and its four proposed Dispensing Facilities on **Attachment A** as required by PHL § 3365 and 10 NYCRR § 1004.5(b)(2). Each site was carefully selected for its suitability for its intended operations and Dispensing Facilities are located in geographically diverse New York State counties that are designed to optimize accessibility and serve significant patient population centers.

Manufacturing Facility:

320 Mount Airy Road, New Windsor, NY 12553

In what can only be described as a "perfect fit", ESCC has entered into a Lease agreement with the property owner, Continental Farms, for a beautiful, modern agriculture growing and processing facility that is cutting edge in terms of the agriculture equipment already in place and its national reputation as a leading facility for sustainable agriculture practices.

It is located 15 miles north of West Point in the beautiful Hudson Valley, minutes from major Highways US 87, US 84 and US 86.

It is a fully constructed, turn-key, facility comprised of 38,000 square feet greenhouse and 25,000 square feet administration/processing/packaging space in excellent condition.

The construction of the buildings have been inspected by the local Building Department and local agencies having jurisdiction and found to be in conformance to the Building Codes, Use and Occupancy Classification, and other requirements of the municipality. The facility is licensed by New York State to operate for agricultural growing production/processing/packaging and as a fish growing facility. All structures have been issued current Certificates of Occupancy

by the Building Department. The **Appendix B--Architectural Program** demonstrates that the facility is ready for immediate use as a medical marijuana growing and processing operation without further approval from the Town. See, **Appendix B--Architectural Program**.

Additionally, while not legally relevant to the ESCC Manufacturing Facility, media reports have indicated that the Town is in support of having Medical Marijuana manufacturing facilities in the Town and that the Town itself is even proposed as a landlord of such a facility for another prospective applicant on Town-owned land.

The operations at the Manufacturing Facility will be managed and operated by David Weisser Tom Endres and Michael “Mike” Finnegan, each established Good Agriculture Practices growers and pioneers of innovative, sustainable, and consistent, scientifically-verified, quality product. The operations will feature “Zero-Waste” cultivation techniques.

The site’s current owner, Continental Farms (owned and operated by Tom Endres and Mike Finnegan), is a certified 8-A Service-Disabled Veteran Owned Small Business (“SDVOSB”). Tom Endres is a [REDACTED] and over fifty (50%) of Continental Farm’s employees are Veterans, many disabled. ESCC will open employment opportunities for suitable current employees of Continental Farms to screen, train, and become employees of ESCC for the new Medical Marijuana Cultivation and Processing operations;

The Manufacturing Facility has an ample and stable power supply as the Rock Tavern Substation, connecting 345kv from Upstate New York to lower-voltage lines for local use, is located in New Windsor, New York. The Manufacturing Facility also hosts two 230 kW diesel emergency power generators.

The site also contains over 250,000 square feet of additional greenhouses and land that are not part of ESCC’s initial planned use, but ESCC has the ability in the executed lease to utilize those areas if, as, and when the need for expansion arises. ESCC can easily and quickly meet expanding needs of NYS market as it develops.

The facility already has high speed internet service as evidenced by the letter from Verizon attached in **Attachment K**.

This Manufacturing Facility could not be more perfect even if it were specifically built to suit ESCC’s exact planned operations.

Dispensing Facilities

ESCC has identified and secured four geographically diverse Dispensing Facilities that were selected in order to be near areas likely to be Certified Patient population centers, utilizing the ESCC Team's long and successful history of expertise and experience in Medical Marijuana and Real Estate Matters. They are located as follows:

- a. Dispensary Facility #1: 40 West 27th Street, New York, NY (New York County);
- b. Dispensary Facility #2: 3057 Erie Blvd East , Syracuse, NY (Onondaga County);
- c. Dispensary Facility #3: 760 Fulton Avenue, Hempstead, NY (Nassau County);
- d. Dispensary Facility #4: 1933 Kensington Avenue, Cheektowaga, NY (Erie County).

These facilities were carefully vetted to be convenient, secure and accessible for Certified Patients, ESCC staff, and the general public. ESCC anticipates that each of these Dispensary Facilities will be ready to operate in an excellent physical condition well in advance of ESCC's projected December 2015 commencement of sales as is described in the **Appendix B-- Architectural Program** for each.

Equipment Identification

ESCC has identified and attached as **Attachment B** a comprehensive list of 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). As the DOH will see, this list is carefully crafted, propriety in nature, and was formulated based on the ESCC Team's extensive real life experience in medical marijuana operations. It combines both the latest technology and time-tested tested equipment models. This equipment list is carefully tailored to identify and provide for equipment that is necessary to produce medical marijuana in non-smokeable, regulation-compliant, forms of delivery. The equipment identified for extraction of oils is the best in class technology which allows the use of carbon dioxide, which will be ESCC's preferred method of extraction.

ESCC will use the SFE Bio-Botanical Extraction System which uses carbon dioxide for extraction, and it known for its computer-controlled system (minimizing user-intervention), precision control of pressure, temperature and time, and up to 200 g/min flow, at 8700 psi. SFE Bio-Botanical extractors are engineered to the highest industrial standards to insure safety, and provide a top quality experience when extracting.

Supercritical fluid extraction (SFE) is a technique for extracting compounds from solid or semisolid substances using a supercritical fluid, CO₂, as the primary component of the mobile phase.

ESCC will only use carbon dioxide (CO₂, super-critical) for cannabinoid extraction and will only use carbon dioxide that is of a supply equivalent to food or beverage grade of 99.9% purity. §1004.11(b).

Executed Real Property Leases and Agreements

ESCC has secured and submitted as **Attachment C** the following executed documents demonstrating a right to control and utilize the Manufacturing Facility and Dispensary Facilities showing that the applicant possesses or has the right to use sufficient land, buildings, or other premises, and equipment, and contains the language required in 10 NYCRR § 1004.5(b)(9).

Operating Plan

The **Attachment D--Operating Plan** attached hereto is state-of-the-art and the product of years of scientific and operational innovation and irreplaceable real-world medical marijuana experience. It contains the components set forth in 10 NYCRR § 1004.5(b)(4).

The ESCC team has a proven timeline from Licensure in New Jersey (8/7/13) to dispensing in New Jersey (11/22/13) of “**3 months and 15 days**”. They have been hailed for developing “seed-to-sale” enterprises with an emphasis on tracking clinical data and the association between certain strains of medicinal cannabis and delivery methods with qualifying conditions.

While it speaks for itself, there are certain features that warrant special note:

- ESCC will use the SFE Bio-Botanical Extraction System.
- SFE Bio-Botanical Extraction System uses carbon dioxide for extraction, and it known for its computer-controlled system (minimizing user-intervention), precision control of pressure, temperature and time, and up to 200 g/min flow, at 8700 psi. SFE Bio-Botanical extractors are engineered to the highest industrial standards to insure safety, and provide a top quality experience when extracting.
- Supercritical fluid extraction (SFE) is a technique for extracting compounds from solid or semisolid substances using a supercritical fluid, CO₂, as the primary component of the mobile phase.

- ESCC will only use carbon dioxide (CO₂, super-critical) for cannabinoid extraction and will only use carbon dioxide that is of a supply equivalent to food or beverage grade of 99.9% purity. §1004.11(b).
- With this state-of-the-art extraction equipment, ESCC may produce oil extracts with any cannabinoid profile as desired by the Department. While the initial five “brands” and their ratios are compliant with the Regulations, ESCC is able and amenable to accept suggestions on different ratios from the Department if the Department so directs in the future.
- ESCC will implement a nutrient regimen tailored specifically for each phase of the cultivation process to ensure production of highest quality “brands” of medical marijuana that are consistent in cannabinoid profile. The nutrient regimen was developed through extensive research from Colorado and New Jersey cultivation sites, and it is a hallmark of ESCC’s cultivation plan. Attached as Exhibit D(XII)(b) thereto is a **Certification of Consistent Cannabinoid Profiles** that demonstrates the ESCC Team’s ability to produce high quality product with consistent cannabinoid profiles.
- By using a Perpetual Harvest Method, ESCC can maximize the amount of harvest produced annually to meet the future growing demand.
- ESCC’s training program developed by the industry leaders and experts in Colorado and New Jersey ensures highest quality operation from cultivation to dispensing.
- All cannabis will be grown organically without the use of chemicals, potentially harmful pesticides, or additives, while only using Good Agricultural Practices (GAPs). All medical marijuana produced (in both Colorado and New Jersey), under the direction of by David Weisser and Michael Weisser, are grown using only organic fertilizers, and no chemical pesticides are used in production.
- Continental Farms, from whom ESCC will be leasing the Manufacturing Facility, maintains a closed loop “Zero Waste-Zero Discharge” system that conforms to the provisions of GAP. In addition, Continental maintains a New York State Department of Agriculture and Markets “Food Processing License” (No. 127069) at the site pursuant to Article 20-C of the Agriculture and Markets Law (AML).
- Upon securing a Registered Organization status, ESCC will immediately begin all record keeping as required by GAP and conduct Self Audits in conformance with GAP. At the earliest time allowable, ESCC will schedule an Initial Audit with USDA to secure GAP certification.
- It should be emphasized that ESCC will maintain the Integrated Pest Management (“IPM”) and insect exclusion systems that Continental has been successfully using for nearly four years at the facility. This system includes automated blower and screening technology together with the use of beneficial insects to prevent harmful insect

infestation. While infestations have been rare, only OMRI listed organic NeemOil and Azamax products have been used at the facility by Continental.

- ESCC commits to continue the Continental IPM practices and to using only OMRI listed insect management products in its operations.
- The “Zero Waste-Zero Discharge” aspects of the Continental Farm’s system also represent the best application of GAP principles in food production that ESCC will incorporate into cannabis production.
- Using the unique double seal method in shipping, tampering is minimized during the transportation of the finished medical marijuana products. Additionally, the “manifest” used ensures highest control from the employee tampering during the transportation from manufacturing site to the dispensaries/labs.
- With multiple check-points and recording requirements, ESCC will have a systematic real-time tracking of medical marijuana from seed to the end consumption.

Organizational Documents

The following Organizational documents of ESCC are attached as **Attachment E**, which identifies all of those holding an interest or ownership pursuant to 10 NYCRR § 1004.5(b)(5).

- I. Certificate of Incorporation
- II. Bylaws
- III. Organizational Chart

Labor Peace Agreement

ESCC was able to secure a “Labor Peace Agreement” with Local 338, RWDSU/UFCW, a bona fide labor organization that is actively engaged in attempting to represent the future employees of the Registered Organizations which is annexed as **Attachment F**. Said Labor Peace Agreement contains a specially negotiated “most favored nations” clause, added at the request of ESCC, that provides that in the event Local 338 were to grant any other potential Registered Organization more favorable terms than those contained in this agreement, that this agreement would be modified to give ESCC the benefit of any such more favorable terms pursuant to PHL § 3365(1)(a)(iii) and 10 NYCRR § 1004.5(b)(7).

Financial Statement of Application Transactions

As set forth in **Attachment G**, ESCC has entered into various transactions for the procurement of services in connection with its preparation of the Application. The various professionals retained were selected for the caliber of their credentials, the quality of their services, and

reputations for effectiveness and integrity. ESCC is very proud of the team of professionals that it has assembled to assist ESCC in putting its best foot forward in this process. We hope that the result speaks for itself pursuant to 10 NYCRR § 1004.5(b)(10).

Security Team and Plan

The **Attachment H** Security Plan was crafted by Redland Strategies, headed by Michael Balboni, the former head of Homeland Security for New York State, in consultation with Paul Higdon, David and Michael Weisser and demonstrates how the applicants will comply with the requirements of Article 22 of the Public Health Law, 10 NYCRR Part 1004, and other applicable state or local laws, rules and regulations.

ESCC's security team has designed a seamless security system that eliminates any single points of failure, integrates cutting edge detection and surveillance technology, managing the strictest of access control so as to prevent the diversion, theft or unauthorized usage of marihuana. This will be accomplished by utilizing innovative initiatives such [REDACTED] to assist in detecting threats that might emerge regarding the manufacturing facility, the dispensaries or transportation operations.”

Based on the security expertise and experience of the Redland strategies team and the real-life practical experience of the ESCC Team in operating medical marijuana cultivating, processing and dispensing facilities, this proposed security plan is state-of-the-art and extremely protective of the staff, Certified Patients and the general public.

Additionally there are also security policies measures, and procedures that are set forth in the **Attachment D--Operating Plan** designed to prevent the diversion of product and maintain a professional medical model operation that will be standard operating procedure for the ESCC Team.

GAAP Compliant Financial Statement and Financial Capacity of Applicant

ESCC is a newly formed entity created for the purpose of becoming a Registered Organization in New York State. **Attachment I** is the most recent (and only) financial statement of the ESCC prepared in accordance with generally accepted accounting principles (GAAP) applied on a consistent basis and certified by Raich Ende Malter & Co, LLP, an independent certified public accounting firm, in accordance with 10 NYCRR §1004.5(b)(16).

Because ESCC is a newly formed entity with no significant operational history, also attached as an Exhibit to **Attachment I** is a commitment from Michael Weisser to fund the initial startup costs and operations of ESCC up to and including projected costs of \$12 million. Along with said \$12 million commitment is a statement from Mr. Weisser's accountant attaching a personal financial statement which indicates that Mr. Weisser has a net worth [REDACTED].

This commitment of Mr. Weisser, the accompanying financial statements, and the substantial track record of Mr. Weisser in the real estate and medical marijuana businesses, clearly establish ESCC's financial capacity and ability to adequately fund the costs of starting up the operations, the costs of the fit-out of the dispensing facilities and the startup operational costs, including staffing, before the business becomes completely self- sustaining based on revenues.

Sources and Uses of Funds

Based on the ESCC Team's extensive experience, ESCC has determined that all anticipated costs associated with initial startup costs and operations of ESCC, including rental payments, fit-out costs for the dispensaries, staffing, and equipment, and the full implementation of the Operating Plan is projected to be approximately \$12,000,000 in total costs for the first three years of operations as follows:

Acquisition, Lease and/or Retrofit Costs of Real Estate (up to \$3,000,000)

Equipment Purchase and Installation (up to \$2,500,000)

3 Years Staffing Costs (up to \$5,000,000)

Other Costs (professional services, real estate down payments, and State fees (up to \$1,500,000):

Total Costs Up to \$12,000,000

Mr. Weisser is the source of the of funds for all anticipated costs associated with initial startup costs and operations of ESCC, including rental payments, fit-out costs for the dispensaries, staffing, and equipment. All sites have been leased and the Manufacturing Facility and Dispensing Facilities are constructed for purposes of Question 76. The permitting and fit-out of Dispensing Facilities will be complete no later than September 2015 and the dispensaries will be available for operations in December 2015 if permitted by the Department of Health. As stated in the **Attachment L** Seed to Sale Timeline, ESCC will be ready to dispense medical marijuana to Certified Patients in December 2015.

Staffing Plan

The Staffing Plan indicating the staff to be involved in the activities related to the cultivation of marijuana, the manufacturing and dispensing of approved medical marijuana products and staff with oversight responsibilities for such activities, as required in 10 NYCRR § 1004.5 (B)(18) is set forth in **Attachment J-Staffing Plan**.

This Staffing Plan is based on the extensive operational experience of the ESCC Team in Colorado and New Jersey. It also is tailored to the particular structure of the New York State medical marijuana program and its requirement that the Manufacturing Facility be located in a

separate physical location than the Dispensing Facilities. The Staffing Plan recognizes and provides that key personnel associated with a Registered Organization, e.g., security personnel, pharmacists, any persons that come into contact with the product, are required to be employees of the Registered Organization. It also recognizes the New York State requirement that a pharmacist be physically present at each of the dispensaries during all hours of operations.

Pharmacist Program

ESCC has enlisted a leading New York Pharmacist company, Alexander Infusion, LLC, d/b/a Avanti Health Care Services (“Avanti”) to assist ESCC in implementing a unique and professional Pharmacist Program. This Program will ensure that ESCC attracts talented and dedicated staff pharmacists that will incorporate best practices at the ESCC facilities and ensure the highest standards of operation and care for the Certified Patients.

This Pharmacist Program, which is attached to the **Attachment J-Staffing Plan**, will feature assistance and guidance to ESCC in recruitment, screening and training of the ESCC employee Pharmacists that will staff the dispensaries. It will provide for a management and consultative oversight resource for the pharmacist staff on an on-going basis. Finally, the Pharmacist Program provides for the development of process and procedures at the Manufacturing Facility for determining Quality and Testing Standards of practice, including Quality Control Policies and Procedures, in order to achieve and maintain a minimum USP (United States Pharmacopoeial Convention) Standard of Practice, with the potential to attain a cGMP (Current Good Manufacturing Practices) Standard of Practice.

Alexander Infusion LLC, was founded in New York State in 1993, and has evolved from a single retail Pharmacist in Manhattan to become one of the major integrated providers of comprehensive and ancillary health care services in the greater New York region.

The company was founded by [REDACTED] and [REDACTED] who are both [REDACTED] and graduates of St. John’s University, School of Pharmacist. They currently serve as [REDACTED] at [REDACTED] and oversee a rotation of PharmD graduate students at the Avanti facility.

Since its inception, Avanti Health Care Services has been providing specialty Pharmacist services in the New York City region. It was during the AIDS epidemic of the late 1980’s when antiretroviral therapy was not yet available, that Avanti Health Care Services began providing Home Infusion Therapy services to patients afflicted with HIV and AIDS. In 1995, licensure was obtained from the New York State Department of Health to operate as a home care agency and over time with growth and expansion, we began contracting with certified agencies that needed access to highly skilled resources in order to provide high tech nursing and specialty Pharmacist services to their patients. While most other specialty infusion pharmacies were focusing on the private sector, Avanti experienced significant growth by fulfilling the needs of the Medicaid recipients and working collaboratively with many of the Certified Home Health Care Agencies (CHHA’s).

Avanti's home care service is licensed with the New York State Department of Health and Avanti Health Care is accredited by the Joint Commission.

Internet Availability

As evidenced by **Attachment "K"** each of the manufacturing facility and the proposed dispensary facilities are located in an area with Internet connectivity which will be utilized to support security measures set forth in the Security Plan and the use of the New York State Department of Health selected Seed to Sale Solution approved by the department to record the registered organizations permitted activities.

Seed to Sale Timeline

ESCC has attached a timeline demonstrated the estimated time frame from growing marijuana to production of a final approved product which is labeled as **Attachment L**. ESCC will be ready to dispense medical marijuana to Certified Patients in December 2015. Once again, this time frame is not based upon conjecture, but rather based upon actual real-world experience in Colorado and New Jersey in growing, processing and packaging medical marijuana products.

ESCC's affiliate Garden State Dispensary achieved a verified timeline from Licensure in NJ (8/7/13) to dispensing in NJ (11/22/13) -- **"3 months and 15 days"**. See, page 1 of the NJ Department of Health Medicinal Marijuana Program 2014 Annual Report (issued March 2015) attached as **Attachment D – Operating Plan**

Using a Perpetual Harvest Method, ESCC can maximize the amount of harvest produced annually to meet the future growing demand. ESCC will implement a nutrient regimen tailored specifically for each phase of the cultivation process to ensure production of the highest quality of medical marijuana which will be extracted from oil and infused into various delivery forms in compliance with New York State regulations.

Compliance with Laws and Regulations

In accordance with 10 NYCRR § 1004.5(b)(8), ESCC in **Attachment M** has attached a statement and supporting documentation that it can and will comply with all applicable state and local laws and regulations relating to the activities it intends to engage in under the registration.

ESCC's affiliates have a proven track record of compliance with the state and local laws and regulations pertaining to the growth and dispensing of medical marijuana in both the States of Colorado and New Jersey. They have not only received initial licenses from both states, they have received renewals of the licenses. The renewals demonstrate the Affiliate's actual compliance with the applicable laws and not merely hypothetical pledges or statements to comply in the future. See, Exhibit (IV) of **Attachment M**.

ESCC has provided a letter from Mayor John McCormac, Mayor of Woodbridge Township, New Jersey, home of ESCC's New Jersey affiliate's facility, recommending ESCC for a number of reasons, including ESCC's ability to comply with local law.

The Mayor states as follows:

"In particular, I want to attest to the excellence of the operations run by this group in New Jersey, their status as good neighbors, and their impeccable track record of complying with local and state laws and regulations in New Jersey." [...]

"Before supporting their decision to call Woodbridge home, my administration (as well as the NJ Department of Health) undertook a thorough examination of their background and plans for the facility. Their attention to providing exceptional quality pharmaceutical grade medicinal cannabis to patients who desperately need the relief they provide, and their unparalleled security team (led by a full-time retired Sergeant from our county's Prosecutor's Office) and Board (which in New Jersey includes a retired State Police Captain and Deputy Troop Commander and a retired Presiding Judge of the Superior Court) enabled them to get up and running and achieve 70% market share quickly where other licensees have failed. It has also ensured their compliance with the strict regulatory framework in New Jersey, after which I understand New York's program was modeled." [...]

The organization has been a model corporate citizen, complying with all applicable laws/regulations. Its facility is consistently clean, secure and professionally run. Ensuring a professional and secure facility was a top priority of mine, as it assures patients in need of medical marijuana that they are entering a safe, quality facility with a focus on their clinical needs. In addition, it assures the citizens of our town that the dispensary is a safe, secure use. [...]

*"Many applicants will claim their ability and the know-how to launch an operation of this scale quickly and under a strictly regulated medical model, but this group has actually proven their ability to do so and outperformed all expectations." See, Exhibit (II) **Attachment M***

The Mayor provides that the State of New Jersey's regulations are similar to what was passed in New York State and that ESCC's affiliate, "has been a model corporate citizen—it complies with all municipal laws/regulations and its facility is consistently clean, secure and kept in a professional manner." Exhibit (II) **Attachment M**

Also, see letter dated June 1, 2015, Dr. Poonam Alaigh, MD, MSHCPM, FACP, the former New Jersey Commissioner of Health under Governor Christie (see, Exhibit (III) **Attachment M**) in which Dr. Alaigh states:

Since the receipt of a permit, Garden State Dispensary has proven that they merited the noteworthy score they received for the comprehensive and high-quality proposal and sound financial and security plans." [...]

"In addition to the dominant market share Garden State Dispensary quickly achieved, demonstrating industry experience, professionalism, and competence superior to competing cultivators, their track record of compliance and stringent security measures have also been superior to any other licensee in the state." [...]

Also attached as Exhibit (V) to **Attachment M** is a report from Nelson, Pope & Voorhis, LLC, a leading New York State environmental firm, demonstrating that ESCC's waste disposal procedure will comply with applicable regulatory requirements.

In addition to ESCC's ability to demonstrate actual compliance with state and local laws and regulations, ESCC has selected Paul Higdon to be its Director of Security. Paul Higdon, currently the Director of Security for ESCC's New Jersey affiliate, is a distinguished federal law enforcement and intelligence veteran. His 27-year career with the Drug Enforcement Administration (DEA) and its predecessor agency, Bureau of Narcotics and Dangerous Drugs (BNDD), included a rise from Special Agent to heading the agency's Office of Inspections to being appointed the DEA's Deputy Assistant Administrator in Charge of Foreign Operations (responsible for overseeing and directing the operations of 70 DEA offices in 51 countries). As Special Agent in Charge of a joint federal, state, and local task force, he worked closely with international agencies to identify and eliminate the infamous "French Connection." After his DEA service, Mr. Higdon served as Director of Criminal Intelligence for INTERPOL.

Between its affiliates' historical compliance with the laws of Colorado and New Jersey and the oversight of Mr. Higdon, ESCC can state with certainty that it will be able to comply with all New York State and local laws and regulations.

Strategic Committee

ESCC has formulated a unique "Strategic Committee" structure. In addition to the its corporate Board Members, ESCC has established a "Strategic Committee" that consists of highly credentialed, well-respected individuals who will bring their unique perspectives and insights to inform and assist ESCC's Board and Officers in formulating their policies and conducting ESCC's operations The Strategic Committee consists of:

- a. Michael Balboni, Esq., former Head of New York State Homeland Security;
- b. Edward Salzano, Prominent Businessman and Philanthropist;
- c. Anthony V. Curto, Esq., Prominent and Well-respected Attorney;
- d. Pietro Piacquadio, Prominent Pharmacist and [REDACTED] of [REDACTED].

A full Bio of each is attached as an Exhibit to **Appendix A-Affidavits**.

APPLICATION CRITERIA

The information provided in this Overview, the Application, , Legal Disclosures, the Attachments, the Appendix and other supporting Exhibits, demonstrate that ESCC’s proposal meets, *and in fact exceeds*, the criteria set forth in PHL § 3365 and 10 NYCRR § 1004.6.

1. Proven Ability to Manufacture High-Quality Consistent Product

The principals of ESCC and their affiliates have established a proven track record that demonstrates their ability to manufacture approved medical marijuana products, each with a consistent cannabinoid profile (the concentration of total tetrahydrocannabinol (THC) and total cannabidiol (CBD) will define the brand), and each able to pass the required quality control testing as further described in 10 NYCRR § 1004.11:

- New Jersey and Colorado Operational Track Records;
- See, **Attachment D--Operating Plan** and attached Exhibit (a) thereto, **Certification of Consistent Cannabinoid Profiles**)
- 5 “Brands” set forth in Operating Plan that meet the requirements of the NYS Regulations;
- State-of-the-Art Extraction Equipment and Techniques using Carbon Dioxide that give ESCC great Precision and Control over Cannabinoid Profile.

2. Proven Ability to Produce Sufficient Quantities

The principals of ESCC and their affiliates have established a proven track record that demonstrates their ability to produce sufficient quantities of approved medical marijuana products, as further described in 10 NYCRR § 1004.11, as necessary to meet the needs of certified patients:

- New Jersey and Colorado Operational Track Records;
- Size and Capacity of the New Windsor Facility is More than Ample; Site contains over 250,000 square feet of additional existing greenhouses that are not part of ESCC’s initial planned use, but ESCC has the ability in the executed lease to utilize those areas if, as, and when the need for expansion arises.
- Use of “Perpetual Harvest Method” to ensure continuous harvesting cycles to promote consistent and steady flow and to reduce the down time in the cultivation process.

3. Proven Ability to Prevent Unlawful Diversion of Product

The principals of ESCC and their affiliates have established a proven track record that demonstrates their ability to maintain effective control against diversion of marijuana and medical marijuana products as further described in 10 NYCRR § 1004.13:

- Weisser Statement of Compliance **Attachment M**
- Renewals of Licenses in New Jersey and Colorado
- New Jersey and Colorado Operational Track Records;
- Top notch security Team and Plan
- Operating Plan Security Controls (**Attachment D--Operating Plan**)
- Systematic real time record keeping and monitoring of the entire process from seed-to-sale to ensure utmost measurement of control in management and prevention of diversion.

4. Proven Ability to Comply with Laws and Regulations

The principals of ESCC and their affiliates have established a proven track record that demonstrates their ability to comply with all applicable state and local laws and regulations:

- Renewals of Licenses in New Jersey and Colorado
- **Attachment M**
- Certification of Weisser
- June 1, 2015 letter from Dr. Poonam Alaigh, MD, MSHCPM, FACP, the former New Jersey Commissioner of Health under Governor Christie
- Letter of Mayor McCormac
- Paul Higdon as Director of Security
- Michael Balboni and Redland Strategies Security Team
- CO and NJ Licenses and Renewals
- New Jersey and Colorado Operational Track Records;
- Pharmacist Consultant

Exemplary Compliance with strict “medical model” New Jersey Regulatory Scheme which is similar to the strict medical model New York Regulatory Scheme.

5. Proven Ability to Comply with 10 NYCRR Part 1004

The principals of ESCC and their affiliates have established a proven track record that demonstrates that, if selected, the applicant is ready, willing, and able to properly carry on the activities set forth in 10 NYCRR Part 1004:

- New Jersey and Colorado Operational Track Records;
- Renewals of Licenses in New Jersey and Colorado
- **Attachment D--Operating Plan**
- **Attachment M**

6. Identification and Securing of Real Property

ESCC has possession of, or the right to use, sufficient real property, buildings, and equipment to properly carry on the activity described in its operating plan:

- As set forth in this Application Narrative, **Attachments A, C and Appendix B.**

7. It is in the Public Interest to Designate ESCC as a Registered Organization

The information presented in this Application Narrative and the Application and Attachments clearly demonstrates that it is in the public interest that ESCC be granted designation as a Registered Organization to the applicant:

- New Jersey and Colorado Track Record
- Patient testimonials
- Kevin Law Letter President of Long Island association Exhibit (V) **of Appendix A**
- 2015 letter from Dr. Poonam Alaigh, MD, MSHCPM, FACP, the former New Jersey Commissioner of Health under Governor Christie Exhibit M(IV) to **Attachment M**
- Mayor McCormac Letter

8. Proposed Dispensing Facilities will be Geographically Distributed

That the applicant's four proposed dispensing facilities are geographically distributed. To be geographically distributed, the proposed dispensing facilities of an applicant must be located in multiple counties across New York State to best serve certified patients in the Medical Marijuana Program state-wide. ESCC has proposed Dispensary Facilities in Nassau County, New York County, Monroe County and Erie County.

Conclusion

ESCC has clearly demonstrated its superior qualifications and proven ability to grow, process and distribute approved medical marijuana products through a highly secure and professional “medical model” operation.

The team that has been assembled by ESCC for its operations, security, and public health team assembled by ESCC is of the highest quality in terms of credentials, ability and reputation.

Quite simply, the track record and professionalism of ESCC the Team cannot be matched.

Respectfully Submitted

EMPIRE STATE COMPASSIONATE CARE, INC.



By: David Weisser, President

2. Application—Form DOH-5138



Section A: Business Entity Information

1. Business Name: Empire State Compassionate Care, Inc.

2. Organization Type (choose one):
[checked] For-profit
[] Non-profit

3. Business Type (choose one):
[checked] Corporation
[] Sole Proprietorship
[] Limited Partnership
[] Other:
[] Limited Liability Company
[] General Partnership

4. Phone: 305-494-3388

5. Fax: 866-209-7952

6. Email: davidweisser@gmail.com

7. Business Address: 320 Mount Airy Road

8. City: New Windsor

9. State: New York

10. ZIP Code: 12553

11. Mailing Address (if different than Business Address): Attn: Anthony Curto, 333 Earle Ovington Blvd., St1010

12. City: Uniondale

13. State: NY

14. ZIP Code: 11553

Section B: Primary Contact Information

15. Name: David Weisser

16. Title: President

17. Phone: 305-494-3388

18. Fax: 866-209-7952

19. Email: [redacted]

20. Mailing Address: Attn: Anthony Curto, 333 Earle Ovington Blvd., St1010

21. City: Uniondale

22. State: NY

23. ZIP Code: 11553

Section C: Proposed Manufacturing Facility Information

24. Proposed Facility Name: Empire State Compassionate Care Manufacturing Facility

25. Proposed Facility Address: 320 Mount Airy Road

26. City: New Windsor

27. State: NY

28. ZIP Code: 12553

29. County: Orange

30. Property Status (choose one):
[] Owned by the applicant
[checked] Leased by the applicant
[] Other:

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

31. Proposed Hours of Operation:

Monday: 6:00AM to 7:00 PM Friday: 6:00AM to 7:00 PM
Tuesday: 6:00AM to 7:00 PM Saturday: 8:00AM to 4:00 PM
Wednesday: 6:00AM to 7:00 PM Sunday: 8:00AM to 4:00 PM
Thursday: 6:00AM to 7:00 PM

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



32. Proposed Facility Name:
33. Proposed Facility Address:
34. City: 35. State: NY 36. ZIP Code:
37. County: 38. Property Status (choose one):
39. Proposed Hours of Operation:
Section D: Proposed Dispensing Facility #1 Information
40. Proposed Facility Name: Empire State Compassionate Care Manhattan Dispensary
41. Proposed Facility Address: 40 West 27th Street
42. City: New York 43. State: NY 44. ZIP Code: 10001
45. County: New York 46. Property Status (choose one):
47. Proposed Hours of Operation:
Section E: Proposed Dispensing Facility #2 Information
48. Proposed Facility Name: Empire State Compassionate Care Syracuse Dispensary
49. Proposed Facility Address: 3057 Erie Blvd East
50. City: Syracuse 51. State: NY 52. ZIP Code: 13224
53. County: Onondaga 54. Property Status (choose one):



55. Proposed Hours of Operation:
Monday: 9:00 AM to 7:00 PM
Tuesday: 9:00 AM to 7:00 PM
Wednesday: 9:00 AM to 7:00 PM
Thursday: 9:00 AM to 7:00 PM
Friday: 9:00 AM to 7:00 PM
Saturday: 9:00 AM to 7:00 PM
Sunday: 9:00 AM to 7:00 PM

Section F: Proposed Dispensing Facility #3 Information

56. Proposed Facility Name: Empire State Compassionate Care Hempstead Dispensary

57. Proposed Facility Address: 760 Fulton Avenue

58. City: Hempstead
59. State: NY
60. ZIP Code: 11550

61. County: Nassau
62. Property Status (choose one):
[] Owned by the applicant
[X] Leased by the applicant
[] Other:
If you checked "Other" above, describe the property status in the field provided.

63. Proposed Hours of Operation:
Monday: 9:00 AM to 7:00 PM
Tuesday: 9:00 AM to 7:00 PM
Wednesday: 9:00 AM to 7:00 PM
Thursday: 9:00 AM to 7:00 PM
Friday: 9:00 AM to 7:00 PM
Saturday: 9:00 AM to 7:00 PM
Sunday: 9:00 AM to 7:00 PM

Section G: Proposed Dispensing Facility #4 Information

64. Proposed Facility Name: Empire State Compassionate Care Buffalo Dispensary

65. Proposed Facility Address: 1933 Kensington Avenue

66. City: Cheektowaga
67. State: NY
68. ZIP Code: 14215

69. County: Erie
70. Property Status (choose one):
[] Owned by the applicant
[X] Leased by the applicant
[] Other:
If you checked "Other" above, describe the property status in the field provided.

71. Proposed Hours of Operation:
Monday: 9:00 AM to 7:00 PM
Tuesday: 9:00 AM to 7:00 PM
Wednesday: 9:00 AM to 7:00 PM
Thursday: 9:00 AM to 7:00 PM
Friday: 9:00 AM to 7:00 PM
Saturday: 9:00 AM to 7:00 PM
Sunday: 9:00 AM to 7:00 PM



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

See attached statement.

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

See attached statement.

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

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

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



75. Has construction, lease, rental, or purchase of the manufacturing facility been completed? 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.**"



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



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

Section J: Attestation and Signature

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

95. Signature:

[Handwritten signature]

96. Date Signed:

6/4/15

97. Print Name:

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: Daniel P. Deegan

Notary Registration Number: No. 02DE4961764

Notary (Notary Must Affix Stamp or Seal)

Date:

6/4/15

DANIEL P. DEEGAN
Notary Public, State of New York
No. 02DE4961764
Qualified in Nassau County
Commission Expires July 7, 2018

[Handwritten signature]

I. Section H – Legal Disclosures

**A. Statement of Shareholders Providing
Services or Leases**

SECTION H: LEGAL DISCLOSURES

73. Statement of Member of the Board of Directors of a Corporate Applicant as to Ownership of any Entity that will Provide Goods, Leases or Services to the Registered Organization

■ Name: Michael H. Weisser

■ Address:



■ Relationship to Applicant

Shareholder and Member of Board of Directors

■ Entity: An LLC [redacted] by Michael Weisser

■ Relationship to Entity:

Member and [redacted]

■ Description of Goods,
Leases or Services to be Provided:

Michael Weisser has entered into a contract to purchase of the property located at located at 1933 Kensington Avenue, Cheektowaga, New York 14215 (the "Premises") and will lease the Premises to the Registered Organization for use as a Dispensing Facility

■ Anticipated Costs:

\$8,000 rent per month, for a term of five (5) years with 4% increases

■ Source of Funds

Commitment of loan for working capital from Michael H. Weisser

SECTION H: LEGAL DISCLOSURES

73. Statement of Member of the Board of Directors of a Corporate Applicant as to Ownership of any Entity that will Provide Goods, Leases or Services to the Registered Organization

■ Name: Michael H. Weisser

■ Address:



■ Relationship to Applicant

Shareholder and Member of Board of Directors

■ Entity: An LLC [REDACTED] by Michael Weisser

■ Relationship to Entity:

Member and [REDACTED]

■ Description of Goods,
Leases or Services to be Provided:

Michael Weisser has entered into a contract to purchase of the property located at 3057 Erie Blvd East, Syracuse, NY 13224 (the "Premises"), and will lease the Premises to the Registered Organization for use as a Dispensing Facility

■ Anticipated Costs:

\$4,000 rent per month, for a term of five (5) years with 4% increases

■ Source of Funds

Commitment of loan for working capital from Michael H. Weisser

SECTION H: LEGAL DISCLOSURES

73. Statement of Member of the Board of Directors of a Corporate Applicant as to Ownership of any Entity that will Provide Goods, Leases or Services to the Registered Organization

- Name: Michael H. Weisser
- Address: [REDACTED]
- Relationship to Applicant
Shareholder and Member of Board of Directors
- Entity: An LLC [REDACTED] bv Michael Weisser
- Relationship to Entity: Member and [REDACTED]
- Description of Goods, Leases or Services to be Provided:
Michael Weisser has entered into a contract to purchase of the property located at located at 760 Fulton Avenue, Hempstead, New York (the "Premises") and will lease the Premises to the Registered Organization for use as a Dispensing Facility
- Anticipated Costs:
\$20,000 rent per month, for a term of five (5) years with 4% increases
- Source of Funds
Commitment of loan for working capital from Michael H. Weisser

SECTION H: LEGAL DISCLOSURES

73. Statement of Member of the Board of Directors of a Corporate Applicant as to Ownership of any Entity that will Provide Goods, Leases or Services to the Registered Organization

■ Name: Michael Finnegan

■ Address:



■ Relationship to Applicant

Shareholder (█ shares) and Member of Board of Directors

■ Entity: Continental Farms, LLC

■ Relationship to Entity:

Member and 

■ Description of Goods,
Leases or Services to be Provided:

Lease of the Premises located at 320 Mount Airy Road, New Windsor, New York 12553 to the Registered Organization for use as the Manufacturing Facility

■ Anticipated Costs: \$50,000 rent per month, for a term of one (1) year

SECTION H: LEGAL DISCLOSURES

73. Statement of Member of the Board of Directors of a Corporate Applicant as to Ownership of any Entity that will Provide Goods, Leases or Services to the Registered Organization

- Name: Thomas Endres
- Address: 
- Relationship to Applicant
Shareholder ( shares) and Member of Board of Directors
- Entity: Continental Farms, LLC
- Relationship to Entity:
Member and 
- Description of Goods,
Leases or Services to be Provided:
Lease of the Premises located at 320 Mount Airy Road, New Windsor, New York 12553 to the Registered Organization for use as the Manufacturing Facility
- Anticipated Costs: \$50,000 rent per month, for a term of one (1) year

B. Statement of Subsidiaries and Affiliates

SECTION H: LEGAL DISCLOSURES

74. Statement of Affiliates of the Applicant

- Entity Name: Compassionate Care Centers of America Foundation, Inc.
- Address: 155 Van Wagenen Avenue, 4th Fl, Jersey City, New Jersey 07306

- Interest or Relationship to Applicant:

The Affiliate and the Applicant have common ownership in Michael Weisser and David Weisser, and are under the common control of Michael and David Weisser

- Nature of Business of Affiliate:

Owner and Operator of Non-Profit Alternate Treatment Center, Medical Marijuana Cultivator and Dispensary under the New Jersey Compassionate Use Medical Marijuana Act

- Nature of Affiliate's Involvement in the Business of Applicant:

None

AMENDED BYLAWS
OF
COMPASSIONATE CARE CENTERS OF AMERICA FOUNDATION, INC.

ARTICLE I

Name and Organization

The name of this corporation is Compassionate Care Centers of America Foundation, Inc. (hereinafter referred to as the “Foundation”). The Foundation is a nonprofit corporation and existing under Title 15A of the New Jersey Revised Statutes, and has no capital stock or members.

ARTICLE II

Purposes

The Foundation is organized exclusively for all those permitted by Title 15A, Corporations, Nonprofit of the New Jersey Statutes including operation of an alternate treatment center under the “New Jersey Compassionate Use Medical Marijuana Act,” N.J.S.A. 24:61-1, et seq. The Foundation is also organized to support the Daria S. Weisser Foundation (“DSW”), a charitable Florida corporation. The Foundation may also do and perform all things deemed necessary or convenient for the promotion of the purposes of the Foundation as may be permitted by the laws of the State of New Jersey.

ARTICLE III

Board of Directors

Section 1. The Board of Directors of the Foundation shall be not less than three (3) or

more than seven (7) persons. At all times, all directors serving shall be those designated by DSW. In the event any Director designated by DSW is removed, resigns or declines to stand for re-election, such Director shall be replaced with another Director designated by DSW. Except newly created Directorships resulting from (i) a decision fo the Directors to increase the number of Directors beyond the initial three (3) Directors, or (ii) any increase in the authorized number of Directors, which may be elected at any meeting as hereinafter provided in Section 8 of this Article III, all Directors shall be elected at the annual meeting in February of each year, and each person elected as a Director shall hold office for one (1) year and until his successor is elected and qualified. All Directors shall be eligible for re-election to successive one (1) year terms. The Board of Directors shall serve without compensation but may be reimbursed for expense incurred on behalf of the Foundation. Any Director may resign by written notice to the Foundation. The resignation shall become effective upon receipt thereof by the Foundation or at such subsequent time as shall be specified in the notice of resignation.

Section 2. The only regular meeting of the Board of Directors shall be the annual meeting in February of each year. Notice of the time and place of the annual meeting of the Board of Directors shall be given to each Director at his address as the same appears on the books of the Foundation, by mail, e-mail or facsimile, at least three (3) days prior to the date of such meeting.

Section 3. Special meetings of the Board of Directors may be called by the President or shall be called upon the request of two (2) members of the Board. Notice of the time and place of each special meeting of the Board of Directors shall be given to each Director at his address as the same appears on the books of the Foundation by mail, e-mail or facsimile at least three (3)

days prior to the date of such meeting.

Section 4. Any and all meetings of the Board of Directors may take place by telephone conference call or video conference.

Section 5. Action of the Board of Directors may also be taken by unanimous written consent.

Section 6. The Board of Directors shall have the power to establish policy, adopt an annual budget, supervise the operations and finances, and generally manage the business and affairs of the Foundation.

Section 7. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting and any act of a majority attending any duly convened meeting at which there shall be a quorum shall be the act of the Board of Directors.

Section 8. Vacancies and newly created Directorships resulting from any increase in the authorized number of Directors may be filled at any meeting by a majority of the Directors then in office, though less than a quorum or by a sole remaining Director, and the Directors so chosen shall hold office until the next annual meeting and until their successors are duly elected and qualified.

ARTICLE IV

Officers

Section 1. The officers of the Foundation shall be the President, one or more Vice Presidents, a Secretary and a Treasurer. Officers may also include one or more Assistant Secretaries and Assistant Treasurers. All Officers shall be chosen from and elected by the Board of Directors for terms of one (1) year. Any officer shall be eligible for re-election. Any two (2)

or more officers may be held by the same person.

Section 2. All officers shall hold office for their specified terms and until their successors are elected and qualified, except that any officer may be removed by the Board of Directors at any meeting with or without cause. Any officer may resign by written notice to the Foundation. The resignation shall be effective upon receipt thereof by the Foundation or at such subsequent time as shall be specified in the notice of resignation.

Section 3. The person holding the office of President shall automatically become a member of the Executive Committee. The Secretary shall be an ex officio member of the Executive Committee without vote, unless elected as a regular member of the Executive Committee pursuant to the provisions of Article V, and shall also serve as Secretary of the Executive Committee.

Section 4. Any vacancy among the officers of the Foundation may be filled for the full unexpired term at any meeting by the Board of Directors.

ARTICLE V

Executive Committee

Section 1. If there are five (5) Directors, there shall be an Executive Committee and the Executive Committee shall consist of the President and two (2) or more other members chosen from and elected by the Board of Directors for one (1) year terms. The President shall be the Chairman of the Executive Committee.

Section 2. The Executive Committee shall act for the Board of Directors when the Board is not in session and shall be responsible to the Board; provided, however, that all actions taken by the Executive Committee shall be subject to subsequent ratification, approval and acceptance

by the Board of Directors.

Section 3. The Executive Committee shall meet on call of its Chairman as often as the interest of the Foundation may require, or at the request of a majority of its members. A majority of the members present shall constitute a quorum and any act of a majority attending any duly convened meeting at which there is a quorum shall be the act of the Executive Committee.

Section 4. Any vacancy in the Executive Committee may be filled for the full unexpired term at any meeting by the Board of Directors.

ARTICLE VI

President

The President shall be the Chairman of the Board of Directors and shall preside at all meetings of the Board of Directors. The President shall, in general, have all the powers usually vested in the President of a corporation, shall perform the duties incident to such office and shall from time to time perform such other duties as the Board of Directors shall direct.

ARTICLE VII

Vice President

The Vice Presidents shall perform such duties as the President shall from time to time delegate to them and shall from time to time perform such other duties as the Board of Directors shall direct. In the absence or disability of the President, the Vice President who is senior in time of service in that office shall perform the duties of the President at all meetings of the Board of Directors.

ARTICLE VIII

Secretary

The Secretary shall attend all meetings of the Board of Directors and of the Executive Committee. He or she shall keep the minutes of all meetings. He or she shall also give notice of all meetings. He or she shall, in general, have all the powers usually vested in the Secretary of a corporation and shall perform the duties incident to such office.

ARTICLE IX

Treasurer

Section 1. The Treasurer shall keep the accounts of the Foundation and shall collect its funds and disburse them under the direction of the Board of Directors. He or she shall present a written report to the Board of Directors showing the financial condition of the Foundation at each annual meeting of the Board of Directors. He or she shall keep proper books of account, showing all sums received by or due to the Foundation and all sums paid by or due from the Foundation and its other assets and liabilities. The books shall at all times be subject to the inspection of the Board of Directors of the Foundation. He or she shall have such powers in respect to signing drafts, checks, contracts and other instruments incurring liabilities at the Board of Directors shall from time to time confer upon him or her.

Section 2. In general, the Treasurer shall perform all duties usually performed by the Treasurer of a corporation and shall, subject to the foregoing limitations, have the power and authority commonly incident to such office.

ARTICLE X

Committees

Section 1. In addition to the Executive Committee, any number of Standing Committees may be constituted by the Board of Directors.

Section 2. Each of the Standing Committees shall be composed of a Chairman and other members selected by the Board of Directors. Each Standing Committee shall include at least three (3) members. The number of members of such committees shall be determined by the Board of Directors and need not be members of the Board of Directors.

Section 3. Each Standing Committee shall have such duties as the Board of Directors shall from time to time determine.

ARTICLE XI

Medical Advisory Board

The Foundation shall have a Medical Advisory Board. Members of the Medical Advisory Board shall be elected by the Board of Directors, shall serve for a term of one (1) year, which may be renewed in the discretion of the Board of Directors, and shall be composed of persons with such credentials, shall perform the work, have the responsibilities and receive such honoraria as outlined in the Medical Advisory Board Statement of Work and Responsibilities adopted and amended by the Board of Directors from time to time.

ARTICLE XII

Community Advisory Board

The Foundation shall also have a Community Advisory Board. Members of the Community Advisory Board shall be selected by the Board of Directors, shall serve for a term of one (1) year, which may be renewed in the discretion of the Board of Directors, and shall be composed of persons with such credentials, shall perform the work, have the responsibilities and receive such honoraria as outlined in the Medical Advisory Board Statement of Work and Responsibilities adopted and amended by the Board of Directors from time to time.

ARTICLE XIII

Indemnification

Section 1. Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter called a “proceeding”) by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a Director, officer, Medical Advisory Board Member or Community Advisor Board Member of the Foundation or while serving as a Director or officer, is or was serving at the request of the Foundation as a Director, officer, Medical Advisory Board Member, Community Advisory Board Member or agent of another Foundation or of a partnership, joint venture, trust or other enterprise with which the Foundation is participating, shall be indemnified and held harmless by the Foundation to the fullest extent authorized by the laws of the State of New Jersey, as the same exists or may hereafter be amended (but in the case of any such amendment, the rights of indemnification provided hereby shall continue as theretofore notwithstanding such amendment unless such amendment permits the Foundation to provide broader indemnification rights than said law permitted the Foundation to provide prior to such amendment) against all expense, liability and loss (including attorneys’ fees, judgments, fines, ERISA excise taxes or penalties and amounts paid to be paid in settlement) reasonable incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to be a Director or officer and shall inure to the benefit of his or her heirs, executors, administrators and personal representatives; provided, however, that, except as provided in Section 2 of this Article XIII, the Foundation shall indemnify any such person seeking indemnification in connection with a proceeding (or part

thereof) initiated by such person only if such proceeding (or part there) was authorized by the Board of Directors of the Foundation. The right to indemnification conferred in this section shall be a contract right and shall include the right to be paid by the Foundation the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that, if the laws of the State of New Jersey require, the payment of such expenses incurred by a Director, officer, Medical Advisory Board Member, Community Advisory Board Member in his or her capacity as a Director, officer, Medical Advisory Board Member or Community Advisory Board Member (and not in any other capacity in which service was or is rendered while a Director, officer, Medical Advisory Board Member or Community Advisory Board Member), in advance of the final disposition of a proceeding, shall be made only upon delivery to the Foundation of an undertaking, by or on behalf of such Director, officer, Medical Advisory Board Member or Community Advisory Board Member, to repay all amounts so advanced if it shall be ultimately determined that such Director, officer, Medical Advisor Board Member or Community Advisory Board Member is not entitled to be indemnified under this section or otherwise. The Foundation may, by action of its Board of Directors, provide indemnification to employees and agents of the Foundation with the same scope and effect as the foregoing indemnification of Directors, officers, Medical Advisory Board Members and Community Advisory Board Members.

Section 2. A claimant may bring suit against the Foundation under Section 1 of this Article XIII only if the Foundation fails to pay in full within sixty (60) days of its receipt of a written claim for payment hereunder. If successful in whole or in part, the claimant shall be entitled to be paid the expense of prosecuting such claim (including, but not limited to, attorneys' fees). It shall be a defense to any such action (other than an action brought to enforce a claim for

expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Foundation) that the claimant has not met the standards of conduct that make it permissible under the laws of the State of New Jersey for the Foundation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Foundation. Neither the failure of the Foundation (including its Board of Directors or independent legal counsel) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct, set forth in the laws of the State of New Jersey, nor an actual determination by the Foundation (including its Board of Directors or independent legal counsel) that the claimant has not met such applicable standard of conduct, shall be a defense or create a presumption that the claimant has not met the applicable standard of conduct.

Section 3. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article XIII shall not be exclusive of any other right that any person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation of the Foundation, these Bylaws, agreement, vote of disinterested Directors or otherwise.

Section 4. The Foundation may maintain insurance, at its expense, to protect itself and any Director, officer, employee or agent of the Foundation against any such expense, liability or loss, whether or not the Foundation would have the power to indemnify such person against such expense, liability or loss under the laws of the State of New Jersey.

Section 5. Notwithstanding anything to the contrary, the Foundation shall have no

obligation to provide any indemnification for any claim relating to professional liability or medical malpractice or professional discipline.

ARTICLE XIV

Fiscal Year

The Fiscal Year of the Foundation shall be the calendar year unless otherwise determined by resolution of the Board of Directors.

ARTICLE XV

Voting

Each Director shall have one (1) vote. A majority vote of those Directors present and voting shall constitute the action of the Board of Directors except as otherwise provided by law and except as hereinafter provided with respect to the amendment of these Bylaws.

ARTICLE XVI

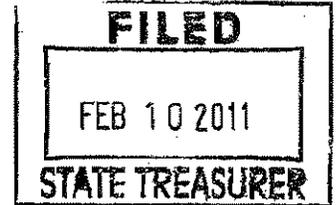
Amendments

The Bylaws of the Foundation may be amended at any regular or special meeting by a two-thirds (2/3) vote of all of the Directors of the Foundation, provided that a statement of the proposed change shall have been given in the notification of the meeting at which time the vote as to any proposed change in the Bylaws is to be taken.

ARTICLE XVII

Construction

Upon all questions of construction of these Bylaws, the decision of a majority of all of the Directors of the Foundation shall control.



0101013868

CERTIFICATE OF INCORPORATION

OF

COMPASSIONATE CARE CENTERS OF AMERICA FOUNDATION, INC.

(Under the New Jersey Nonprofit Corporation Act)

THIS IS TO CERTIFY that the undersigned, of the age of eighteen years or over, for the purpose of forming a corporation pursuant to the provisions of Title 15A, Corporations, Nonprofit of the New Jersey Statutes, does hereby execute the following Certificate of Incorporation:

1. The name of the Corporation is Compassionate Care Centers of America Foundation, Inc.
2. The Corporation does not have members.
4. The purposes for which the Corporation is formed are all those permitted by Title 15A, Corporations, Nonprofit of the New Jersey Statutes including operation of an alternate treatment center under the "New Jersey Compassionate Use Medical Marijuana Act," N.J.S.A. 24:6I-1, et seq.
5. The number of Directors of the Corporation and the method of electing Directors shall be as set forth in the Corporation's Bylaws.
6. The name and address of the registered agent of the Corporation upon whom process against the Corporation may be served are:

David Weisser
155 Van Wagenen Avenue
Jersey City, New Jersey 07306

S 2384799 1
J 4289253
14289442

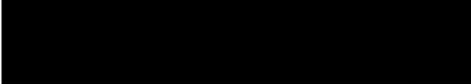
7. The names and addresses of the initial Directors of the Corporation are:

David Weisser



Michael Weisser
801 NE 167th Street, 2nd Floor
North Miami Beach, Florida 33162

Anastasia Burtyuk



8. Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provision for the payment of all the liabilities of the Corporation, dispose of all of the assets of the Corporation in a manner consistent with Title 15A, Corporations, Nonprofit of the New Jersey Statutes.

9. The private property of the Directors and officers of the Corporation shall not be subject to the payment of corporate debts to any extent whatsoever.

10. All Directors, officers, employees, Medical Advisory Board members, Community Advisory Board members and other agents of the Corporation shall be indemnified to the fullest extent permitted by law. Such indemnification may be funded through insurance or otherwise as authorized by the Board of Directors.

IN WITNESS WHEREOF, the undersigned, the incorporator of the above-named Corporation, has signed this Certificate of Incorporation as of the 8th day of February, 2011.

Lisa D. Taylor

Lisa D. Taylor

Inglesino, Pearlman, Wyciskala
& Taylor, LLC
600 Parsippany Road, Suite 204
Parsippany, New Jersey 07054

SECTION H: LEGAL DISCLOSURES

74. Statement of Affiliates of the Applicant

■ Affiliate Name: Compassionate Care Givers, Inc.

■ Address: 0210 Alquezar Drive, Edwards, Colorado 81632

■ Interest or Relationship to Applicant:

The Affiliate and the Applicant have common ownership in Michael Weisser and David Weisser, and are under the common control of Michael and David Weisser

■ Nature of Business of Affiliate:

Owner and Operator of Medical Marijuana Cultivator and State Licensed Dispensary under the Colorado Medical Marijuana Law

■ Nature of Affiliate's Involvement in the Business of Applicant:

None



Colorado Secretary of State
 Date and Time: 09/14/2009 10:19 AM
 ID Number: 20091484506
 Document number: 20091484506
 Amount Paid: \$50.00

Document must be filed electronically.
 Paper documents will not be accepted.
 Document processing fee
 Fees & forms/cover sheets
 are subject to change.
 To access other information or print
 copies of filed documents,
 visit www.sos.state.co.us and
 select Business Center.

\$50.00

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Incorporation for a Profit Corporation
 filed pursuant to § 7-102-101 and § 7-102-102 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name for the corporation is

Compassionate Care Givers, Inc.

(The name of a corporation must contain the term or abbreviation "corporation", "incorporated", "company", "limited", "corp.", "inc.", "co." or "lid.". See §7-90-601, C.R.S. If the corporation is a professional or special purpose corporation, other law may apply.)

(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)

2. The principal office address of the corporation's initial principal office is

Street address

0210 Alquezar Drive

(Street number and name)

Edwards

(City)

CO

(State)

81632

(ZIP/Postal Code)

United States

(Country)

(Province - if applicable)

Mailing address

(leave blank if same as street address)

801 N.E. 167th Street

(Street number and name or Post Office Box information)

2nd Floor

North Miami Beach

(City)

FL

(State)

33162

(ZIP/Postal Code)

United States

(Country)

(Province - if applicable)

3. The registered agent name and registered agent address of the corporation's initial registered agent are

Name

(if an individual)

Weisser

(Last)

Michael

(First)

H.

(Middle)

(Suffix)

OR

(if an entity)

(Caution: Do not provide both an individual and an entity name.)

Street address

0210 Alquezar Drive

(Street number and name)

Edwards

(City)

CO

(State)

81632

(ZIP/Postal Code)

Mailing address

(leave blank if same as street address)

_____ (Street number and name or Post Office Box information)

_____ CO _____
(City) (State) (ZIP/Postal Code)

(The following statement is adopted by marking the box.)

The person appointed as registered agent above has consented to being so appointed.

4. The true name and mailing address of the incorporator are

Name (if an individual) Weisser Michael H.
(Last) (First) (Middle) (Suffix)

OR

(if an entity)

(Caution: Do not provide both an individual and an entity name.)

Mailing address

801 N.E. 167 Street
(Street number and name or Post Office Box information)

2nd Floor

North Miami Beach FL 33162
(City) (State) (ZIP/Postal Code)

United States
(Province - if applicable) (Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

The corporation has one or more additional incorporators and the name and mailing address of each additional incorporator are stated in an attachment.

5. The classes of shares and number of shares of each class that the corporation is authorized to issue are as follows.

(If the following statement applies, adopt the statement by marking the box and enter the number of shares.)

The corporation is authorized to issue 100 common shares that shall have unlimited voting rights and are entitled to receive the net assets of the corporation upon dissolution.

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

Additional information regarding shares as required by section 7-106-101, C.R.S., is included in an attachment.

(Caution: At least one box must be marked. Both boxes may be marked, if applicable.)

6. (If the following statement applies, adopt the statement by marking the box and include an attachment.)

This document contains additional information as provided by law.

7. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are _____
(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

8. The true name and mailing address of the individual causing the document to be delivered for filing are

Weisser Michael H.
(Last) *(First)* *(Middle)* *(Suffix)*
0210 Alquezar Drive
(Street number and name or Post Office Box information)

Edwards CO 81632
(City) *(State)* *(ZIP/Postal Code)*
United States
(Province - if applicable) *(Country)*

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

- This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

Document must be filed electronically.
Paper documents will not be accepted.

Document processing fee \$25.00
Fees & forms/cover sheets
are subject to change.

To access other information or print
copies of filed documents,
visit www.sos.state.co.us and
select Business.

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Amendment

filed pursuant to §7-90-301, et seq. and §7-110-106 of the Colorado Revised Statutes (C.R.S.)

ID number: 20091484506

1. Entity name: Compassionate Care Givers, Inc.
(If changing the name of the corporation, indicate name BEFORE the name change)

2. New Entity name:
(if applicable) _____

3. Use of Restricted Words *(if any of these
terms are contained in an entity name, true
name of an entity, trade name or trademark
stated in this document, mark the applicable
box):*

- "bank" or "trust" or any derivative thereof
 "credit union" "savings and loan"
 "insurance", "casualty", "mutual", or "surety"

4. Other amendments, if any, are attached.

5. If the amendment provides for an exchange, reclassification or cancellation of issued shares, the attachment states the provisions for implementing the amendment.

6. If the corporation's period of duration
as amended is less than perpetual, state
the date on which the period of duration
expires:

(mm/dd/yyyy)

OR

If the corporation's period of duration as amended is perpetual, mark this box:

7. *(Optional)* Delayed effective date: _____
(mm/dd/yyyy)

Notice:

Causing this document to be delivered to the secretary of state for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the secretary of state, whether or not such individual is named in the document as one who has caused it to be delivered.

**AMENDMENT TO ARTICLES OF INCORPORATION
OF COMPASSIONATE CARE GIVERS, INC.**

The undersigned does hereby amend the Articles of Incorporation of Compassionate Care Givers, Inc., bearing Document Number 20091484506, as follows:

The officers of the corporation shall be as follows:

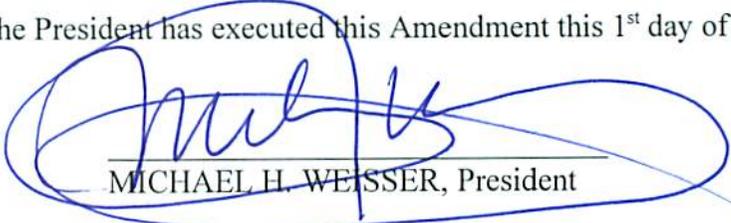
Michael H. Weisser – President
1538 Wazee Street
Denver, CO 80202

David Weisser – Executive Vice President
1538 Wazee Street
Denver, CO 80202

The effective date of this Amendment shall be October 1, 2010.

In all other respects, the Articles of Incorporation of Compassionate Care Givers, Inc. are hereby ratified and affirmed.

IN WITNESS WHEREOF, the President has executed this Amendment this 1st day of October, 2010.

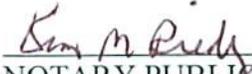


MICHAEL H. WEISSER, President

STATE OF FLORIDA
COUNTY OF DADE

BEFORE ME, the undersigned authority, personally appeared MICHAEL H. WEISSER, personally known to me, who after being by me first duly sworn, states that he had read and executed the above Amendment.

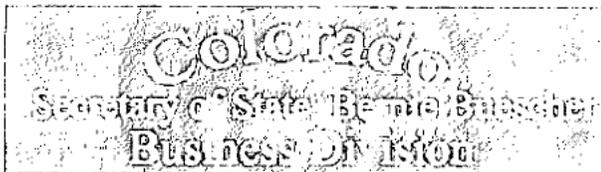
SWORN TO AND SUBSCRIBED before me this 1st day of October, 2010.



NOTARY PUBLIC

My Commission Expires:





Home | Business | Elections | Licensing

Business Home
Business Information
Business Search

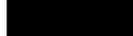
Transaction Confirmation

FAQs, Glossary and
Information

Credit Card Type:



Account Number:



Name on credit card: Michael H. Weisser

Billing Address:

801 NE 167 Street

North Miami Beach FL 33162

- File another transaction for this entity
- Subscribe to E-mail Notification Regarding this Record
- Return to summary

If the PDF image of the document is not displayed, your browser does not support this or separate window.

**BY-LAWS OF
COMPASSIONATE CARE GIVERS, INC.**

ARTICLE I

Section 1. The following paragraphs contain provisions for the regulations and management of Compassionate Care Givers, Inc., a Colorado corporation.

Section 2. In the event that there is a conflict between a provision of these By-Laws and a mandatory provision of the Articles of Incorporation of this corporation, then said mandatory provision of the Articles of Incorporation of this corporation shall control.

ARTICLE II

Place of Business

Section 1. The registered and principal office of the corporation shall 1538 Wazee Street, Denver, CO 80202. This designation shall be without prejudice to the power and right of the corporation to conduct and transact any of its affairs or business in other cities, states, territories, countries or places.

Section 2. The registered agent of the corporation in the State of Colorado shall be Michael H. Weisser.

Section 3. The registered office and registered agent of the corporation may be changed from time to time in the manner prescribed by law without amending these By-Laws.

ARTICLE III

Officers

Section 1. Number. The officers of this corporation may consist of a President, a Secretary, a Treasurer, and such other officers, and if desired, a Chief Executive Officer, as may be appointed in accordance with the provisions of Section 3 of this Article. One person may hold any two of said offices, but no such officer shall execute, acknowledge or verify any instrument in more than one capacity if such instrument is required by law or by these By-Laws or by a resolution of the Board of Directors to be executed, acknowledged or verified by any two or more officers.

Section 2. Election, Term of Office and Qualifications. The officers of this corporation shall be chosen annually by the Board of Directors. Each officer, except such officer as may be appointed in accordance with the provisions of Section 3 of this Article, shall hold his office until his successors shall have been removed in the manner hereinafter provided.

Section 3. Subordinate Officers. The Board of Directors may appoint such other

officers to hold office for such period, have such authority and perform such duties as the Board of Directors may from time to time determine. The Board of Directors may delegate to any officer the power to appoint any such subordinate officers.

Section 4. Removal. Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Such removal shall be by vote of a majority of the whole Board of Directors at a regular meeting or a special meeting of the Board of Directors called for this purpose.

Section 5. Resignations. Any officer may resign at any time by giving written notice to the Board of Directors or to the President or Secretary of the corporation. Any such resignation shall take effect at the time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Chief Executive Officer. The Chief Executive Officer shall be the principal executive officer of the corporation and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the corporation. He shall preside at all meetings of the shareholders and all meetings of the Board of Directors; and shall have general supervision over the affairs of the corporation and over the other officers.

Section 7. President. The President shall be the chief operating officer of the corporation. The President shall perform all duties incident to the office of the President; shall sign all stock certificates and written contracts of the corporation; and shall perform all such other duties as are assigned to him from time to time by resolution of the Board of Directors or the Chief Executive Officer.

Section 8. Secretary. The Secretary shall be sworn to the faithful discharge of his duty. He shall:

- a. Keep the minutes of the meetings of the shareholders and of the Board of Directors in books provided for that purpose;
- b. See that all notices are duly given in accordance with the provisions of these By-Laws or as required by law;
- c. Be custodian of the records and of the seal of the corporation and see that such seal is affixed to all stock certificates prior to their issue and to all documents, the execution of which on behalf of the corporation under its seal is duly authorized in accordance with the provisions of these By-Laws.
- d. Have charge of the stock books of the corporation and keep or cause to be kept the stock and transfer books in such manner as to show at any time the amount of the stock of the corporation issued and outstanding, the manner in which and the time when such stock was paid for, the names, alphabetically arranged, and the

addresses of the holders of record; and exhibit during the usual business hours of the corporation to any director, upon application, the original or duplicate stock ledger;

- e. Sign with the President certificates of stock of the corporation;
- f. See that the books, reports, statements, certificates, and all other documents and records of the corporation required by law are properly kept and filed;
- g. In general, perform all duties incident to the office of the Secretary and such other duties as, from time to time, may be assigned to him by the Board of Directors or by the President.

Section 9. Treasurer. The Treasurer shall:

- a. Have charge and custody of, and be responsible for, all funds and securities of the corporation;
- b. From time to time render a statement of the condition of the finances of the corporation at the request of the Board of Directors;
- c. Receive and give receipt for monies due and payable to the corporation from any source whatsoever;
- d. In general, perform all duties incident to the office of Treasurer, and such other duties as from time to time may be assigned to him by the Board of Directors or by the President.

Section 10. Salaries. Salaries of the officers shall be fixed from time to time by the Board of Directors and no officer shall be prevented from receiving such salary by reason of the fact that he is also a Director of the corporation.

ARTICLE IV

Directors

Section 1. General Powers. The business and affairs of this corporation and the management thereof shall be vested in a Board of Directors consisting of not less than one (1) nor more than ten (10) members.

Section 2. Number and Qualification. The number of directors of this corporation shall be not less than one (1) and not more than ten (10). The number of directors may be increased or decreased from time to time within the limits stated above by the action of the majority or the whole Board of Directors. Directors shall be elected for a term of one (1) years and shall serve until the election and qualification of their successors, unless they sooner resign. At the first annual meeting of the stockholders and at each annual meeting thereafter, the stockholders shall

so elect directors to hold office until the next succeeding annual meeting. The directors need not be residents of the State of Colorado or stockholders of the corporation.

Section 3. Vacancy. Any director may resign at any time by giving written notice to the President or to the Secretary of the corporation. Such resignation shall take effect at the time specified therein; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any vacancy occurring in the Board of Directors may be filled by the affirmative majority vote of the whole Board of Directors. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. A director chosen to fill a position resulting from a vacancy or an increase in the number of directors shall hold office until the next annual meeting of stockholders.

Section 4. Removal. Any director may be removed from office, either with or without cause, at any time, and another person may be elected to his place, to serve for the remainder of his term, at any special meeting of shareholders called for that purpose, by a majority of all of the shares of stock outstanding and entitled to vote. In case any vacancy so created shall not be filled by the shareholders at such meeting, such vacancy may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum.

Section 5. Meetings. The regular meeting of the Board of Directors shall be held immediately following the annual shareholders' meeting. The Board of Directors shall meet at such other time or times as they may from time to time determine.

Section 6. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two directors. The person or persons authorized to call special meetings of the Board of Directors may fix the place for holding any special meeting of the Board of Directors called by them.

Section 7. Place of Meetings. The Board of Directors may hold its meetings at such place or places within or without the State of Colorado as the Board may from time to time determine, or, with respect to its meetings, as shall be specified or fixed in the respective notices or waivers of notice of such meetings.

Section 8. Special Meetings: Notice. Special meetings of the Board of Directors shall be held whenever called by the President or by two of the directors. Notice of the time and place of holding said special meeting of the Board of Directors shall be given to each director by either (i) registered mail, return receipt requested, deposited in the mail at least ten (10) days prior to the date of said special meeting, or (ii) guaranteed overnight delivery by a nationally used courier service at least three (3) days prior to the date of said special meeting, or (iii) by telex or facsimile copy sent at least forty-eight (48) hours prior to the time and date of such special meeting. Attendance of a director at such special meeting shall constitute a waiver of purpose of objecting to the transacting of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular meeting or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 9. Presence of Meetings. Members of the Board, or of any committee thereof, may participate in a meeting of the Board or such committee by means of conference telephone or similar communications equipment, by means of which all persons participating in the meeting can hear one another. Participation in a meeting pursuant to this Section 9 shall constitute presence in person at such meeting.

Section 10. Quorum and Manner of Acting. A majority of the members of the Board of Directors shall form a quorum for the transaction of business at any regular or special meeting of the Board of Directors. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. If the vote of a lesser number is required for a specific act by the Articles of Incorporation, or by another provision of these By-Laws, then that lesser number shall govern. In the absence of a quorum, a majority of the directors present may adjourn the meeting from time to time until a quorum be had.

Section 11. Election of Officers. At the first meeting of the Board of Directors after the annual election, the President, Secretary and Treasurer shall be elected to serve for the ensuing year and until the election of their respective successors, and an executive committee may be elected. Election shall be by ballot, and the majority of the votes cast shall be necessary to elect. Any vacancies that occur may be filled by the Board of Directors for the unexpired term. An officer may be removed at any time by the majority vote of the directors present at any regular or special meeting of said Board of Directors at which a quorum is present. The Board of Directors shall have the power to fill officer vacancies, create new officer positions, and adjust salaries of officers as said Board from time to time shall deem necessary, all in accordance with the Articles of Incorporation.

Section 12. Reporting. At each annual stockholder's meeting, the directors shall submit a statement of business done during the preceding year, together with a report of the general financial condition of the corporation, and of the condition of its tangible property.

ARTICLE V

Books and Records

Section 1. The corporation shall keep either within or without the State of Colorado, complete books and records of account and shall keep minutes of the proceedings of its stockholders and the Board of Directors.

Section 2. The corporation shall keep at its registered office or principal place of business, a record of its stockholders, giving the names and addresses of all of the stockholders and the number and class of the shares held by each.

Section 3. The books, records of account, financial statements and other documents of the corporation shall be available to such persons who have been designated by law as having a right thereto, and said books, records of account, financial statements and documents shall be made available to such persons in the manner and in accordance with the procedures established by law.

ARTICLE VI

Stock

Section 1. Authorization. The authorized shares of stock of the corporation shall be as provided by the Articles of Incorporation.

Section 2. Certificate of Shares. The shares of stock of the corporation shall be represented by certificates signed by the Chief Executive Officer, President and the Secretary or an Assistant Secretary of the corporation, and may be sealed with the seal of the corporation or a facsimile thereof. The signatures of the President and the Secretary or Assistant Secretary upon a certificate may be facsimile if the certificate is countersigned by a transfer agent, or registered by a registrar, other than the corporation itself or an employee of the corporation. In case any officer who has signed or whose facsimile signature has been placed upon such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the corporation with the same effect as if he were such officer at the time of its issue.

Section 3. Issuance of Certificates. Each certificate representing shares shall state upon the face of same that the corporation is organized under the laws of the State of Colorado, the name of the person to whom the certificate is issued, the number and class of shares, and the designation of the series, if any, which such certificate represents. No certificate shall be issued for any shares until such shares are fully paid and when issued shall bear the notation that the certificate is issued as a fully paid and non-assessable certificate of stock.

Section 4. Transfer of Shares. Transfer of shares of the corporation shall be made only on the stock transfer books of the corporation by the holder of record thereof or by his legal representative, who shall furnish proper evidence of authority to transfer, or by his attorney thereunto authorized by power of attorney duly executed and filed with the secretary of the corporation, and on surrender for cancellation of the certificate for such shares. Upon surrender to the corporation or to a transfer agent of the corporation of a certificate of stock duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the corporation to issue a new certificate to the person entitled thereto, and cancel the old certificate. Every such transfer of shares shall be entered on the stock book of the corporation which shall be kept at its principal office, or by its registrar duly appointed.

Section 5. Transfer Agent. The secretary of the corporation shall act as transfer agent of the certificates representing the shares of the corporation. The Secretary shall maintain a stock transfer book, the stubs in which shall set forth, among other things, the names and addresses of the holders of all issues shares of the corporation, the number of shares held by each, the certificate numbers representing such shares, the date of issue of the certificates representing such shares, and whether or not such shares originate from original issue or from transfer. The names and addresses of the shareholders as they appear on the stubs of the stock transfer book shall be conclusive evidence as to who are the shareholders of record and as such entitled to receive notice of the meetings of shareholders; to vote at such meetings; to examine the list of the shareholders entitled to vote at meetings; to receive dividends; and to own, enjoy

and exercise any other property rights deriving from such shares against the corporation. Each shareholder shall be responsible for notifying the Secretary in writing of any change in his name or address and failure to do so will relieve the corporation, its directors, officers and agents, from liability for failure to direct notices or other documents, or to pay over or transfer dividends or other property or rights, to a name and address other than the name and address appearing on the stub of the stock transfer book.

The Board of Directors may at its discretion, appoint instead of the Secretary of the corporation, one or more transfer agents, registrars and agents outside the corporation for making payment upon any class of stock, bond, debenture, or other security of the corporation. Such agents and registrars may be located either within or outside the State of Colorado. They shall have such rights and duties and shall be entitled to such compensation as may be agreed to.

Section 6. Treasury Shares. Treasury shares of stock shall be held by the corporation subject to the disposal of the Board of Directors and shall neither vote nor participate in dividends.

Section 7. Lien. The corporation shall have a first lien on all shares of its stock and upon all dividends declared upon same for any indebtedness of the respective holders thereof of the corporation.

Section 8. Lost Certificates. In cases of loss or destruction of a certificate of stock, no new certificates shall be issued in lieu thereof except upon satisfactory proof to the Board of Directors of such loss or destruction, and, at the election of a majority of the Board of Directors, upon giving satisfactory security by bond or otherwise, against loss to the corporation. Any such new certificate shall be plainly marked "Duplicate" on its face.

ARTICLE VII

Shareholders

Section 1. Annual Meeting. The regular meeting of the shareholders of the corporation shall be held at a time and place to be designated by the President or the Board of Directors, provided, however, that whenever such day shall fall upon a Sunday or a legal holiday, the meeting shall be held on the next succeeding business day. At the regular annual meeting of the shareholders, the directors for the ensuing year shall be elected. The officers of the corporation shall present their annual reports and the Secretary shall have on file for inspection and reference an authentic list of the stockholders, giving the amount of stock held by each as shown by the stock books of the corporation ten (10) days before the annual meeting.

Section 2. Special Meeting. Special meetings of the shareholders may be called at any time by the President, any member of the Board of Directors, or by the holders of not less than ten (10%) percent of all of the shares entitled to vote at said special meeting. The Board of Directors may designate any place as the place for any annual meeting or for any special meeting called by the Board of Directors. If a special meeting shall be called otherwise than by the Board of Directors, the place of meeting shall be the principal office of the corporation.

Section 3. Notice of Meetings. Written or printed notice stating the place, day and hour of the meeting, and in case of special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally, or by mail, by or at the discretion of the President, the Secretary, or the director or the person calling the meeting, to each stockholder of record entitled to vote at such meeting, except that if the authorized capital stock is to be increased, at least thirty (30) days notice shall be given. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. Mails and addressed to the stockholder at his address as it appears on the stock transfer books of the corporation, with postage thereon prepaid.

Section 4. Closing Transfer Books. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or shareholders entitled to receive payment of any dividend, or in order to make a determination of shares for any other purpose, the Board of Directors may provide that the stock transfer books shall be closed for any stated period not exceeding seventy (70) days. If the stock transfer books shall be closed for the purposes of determining shareholders entitled to notice of or to vote at a meeting of shareholders, shall be closed for at least ten (10) days immediately preceding such meeting. In lieu of closing the stock transfer books, the Board of Directors may fix in advance a date as the record date for any such determination of such shareholders, such date in any case to be not more than seventy (70) days and in the case of a meeting of shareholders, not less than ten (10) days prior to the date on which the particular action, requiring such determination of shareholders, or shareholders entitled to receive payment of a dividend, the day on which notice of the meeting is mailed or the date on which the resolution of the Board of Directors declaring such dividend is adopted, as the case may be, shall be the record date for such determination of shareholders. When a determination of shareholders entitled to vote at any meeting of shareholders has been made as provided in this section, such a determination shall apply to any adjournment thereof. The officer or agent having charge of the stock transfer books for shares of the corporation shall make, at least ten (10) days before each meeting of shareholders, a complete list of shareholders entitled to vote at any such meeting, or any adjournment thereof, arranged in alphabetical order, with the address of and the number of shares held by each, which list for a period of ten (10) days prior to such meeting, shall be kept on file at the principal office of the corporation. The original stock transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such list or transfer books or to vote at any meetings of shareholders.

Section 5. Election of Directors. At each annual meeting of the shareholders of the corporation, the directors shall be elected who shall serve until their successors are duly elected and qualified, unless they sooner resign. Election of directors shall be by such of the shareholders as attend the annual meeting, either in person or by proxy, provided that if the majority of stock is not presented, said meeting may be adjourned by the shareholders present for a period not exceeding sixty (60) days at any one adjournment. At each election of directors, cumulative voting shall not be allowed. In the election of directors, that number of candidates equaling the number of directors to be elected, having the highest number of votes cast in favor of their election, are elected to the Board of Directors.

Section 6. Quorum. One-third of the outstanding stock entitled to vote at the meeting

exclusive of treasury stock, shall be necessary to constitute a quorum at meetings of the shareholders. If a quorum is present at any meeting, a matter other than the election of directors shall be approved if the votes cast favoring the action exceed the votes cast opposing the action, unless a greater number is required by the Articles of Incorporation of the Company. In the absence of a quorum, those present may adjourn the meeting from day to day but not exceeding sixty (60) days.

Section 7. Proxies. Any shareholder entitled to vote may be represented at any regular or special meeting of the shareholders by a duly executed proxy.

ARTICLE VIII

Waiver of Notice

Section 1. Directors and Officers. Unless otherwise provided by law, whenever any notice is required to be given to any director or officer of the corporation under the provisions of these By-Laws or under the provisions of the Articles of Incorporation, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Section 2. Shareholders. No notice of the time, place or purpose of any annual, regular or special meeting of the shareholders need be given if all shareholders of record on the date said meeting is held waive such notice in writing either before or after the regular or special meeting of the shareholders, such meeting shall be deemed to have been legally and duly called, noticed, held and conducted.

ARTICLE IX

Action Without a Meeting.

Section 1. Any action required or permitted by the Colorado Business Corporation Act, the Articles of Incorporation, or by these By-Laws, to be taken at a shareholders' meeting may be taken without a meeting if (1) all of the shareholders entitled to vote thereon consent to such action in writing; or (2) the shareholders holding shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all of the shares entitled to vote thereon were present and voted consent to such action in writing. If action is taken by the shareholders without a meeting with less than unanimous consent of all shareholders entitled to vote upon such action, the corporation or the shareholders taking the action shall, upon receipt by the corporation of all writings necessary to effect the action, give notice of the action to all shareholders who were entitled to vote upon the action but who have not consented to the action in the manner provided for herein. The notice shall contain or be accompanied by the same material, if any, that would have been required under the Colorado Business Corporations Act to be given to shareholders in or with a notice of the meeting at which the action would have been submitted to the shareholders.

Section 2. Any action required or permitted by the Colorado Business Corporation Act,

the Articles of Incorporation, or by these By-Laws to be taken at a Board of Directors' meeting may be taken without a meeting if all members of the Board consent to such action in writing. Action is taken under this section at the time the last director signs a writing describing the action taken, unless, before such time, any director has revoked the director's consent by a writing signed by the director and received by the secretary or any other person authorized by the By-Laws of the Board of Directors to receive such a revocation. Action under this section is effective at the time it is taken as provided hereinabove, unless the directors establish a different effective date. Action taken pursuant to this section has the same effect as action taken at a meeting of directors and may be described as such in any document.

ARTICLE X

Contract, Loans, Checks and Deposits

Section 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

Section 2. Loans. No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

Section 3. Checks, Draft, Etc. All checks, drafts, or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of the corporation shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section 4. Deposits. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE XI

Execution of Instruments

Section 1. Execution of Instruments. The President shall have power to execute on behalf and in the name of the corporation any deed, contract, bond, debenture, note or other obligations or evidences of indebtedness, or proxy, or other instrument requiring the signature of an officer of the corporation, except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the corporation. Unless so authorized, no officer, agent or employee shall have any power or authority to bind the corporation in any way, to pledge its credit or to render it liable pecuniarily for any purpose or in any amount.

Section 2. Checks and Endorsements. All checks and drafts upon the funds to the

credit of the corporation in any of its depositories shall be signed by such of its officers or agents as shall from time to time be determined by resolution of the Board of Directors which may provide for the use of facsimile signatures under specified conditions, and all notes, bills receivable, trade acceptances, drafts and other evidences of indebtedness payable to the corporation shall, for the purposes of deposit, discount or collection, be endorsed by such officers or agents of the corporation or in such manner as shall from time to time be determined by resolution of the Board of Directors.

ARTICLE XII

Indemnification of Officers and Directors

Section 1. As used in this Article:

a. "Corporation" includes any domestic or foreign predecessor entity of the corporation in a merger, consolidation, or other transaction in which the predecessor's existence ceased upon consummation of the transaction.

b. "Director" means an individual who is or was a director of a corporation and an individual who, while a director of a corporation is or was serving at the corporation's request as a director, officer, partner, trustee, employee, or agent of any other foreign or domestic corporation or of any partnership, joint venture, other enterprise, or employee benefit plan. A director shall be considered to be serving an employee benefit plan at the corporation's request if his duties to the corporation also impose duties on or otherwise involve services by him to the plan or to participants in or beneficiaries of the plan.

c. "Expenses" includes attorneys fees.

d. "Liability" means the obligation to pay a judgment, settlement, penalty, fine (including an excise tax assessed with respect to an employee benefit plan), or reasonable expense incurred with respect to a proceeding.

e. "Official capacity," when used with respect to a director, means the office of director in the corporation, and, when used with respect to an individual other than a director, means the office in the corporation held by the officer or the employment or agency relationship undertaken by the employee or agent on behalf of the corporation. "Official capacity" does not include service for any other foreign or domestic corporation or for any partnership, joint venture, trust, other enterprise, or employee benefit plan.

f. "Party" includes an individual who was, is, or is threatened to be made a named defendant or respondent in a proceeding.

g. "Proceeding" means any threatened, pending or completed action, suite or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal.

Section 2.

a. Except as provided in Paragraph (d) of this Section 2, the corporation may indemnify against liability incurred in any proceeding an individual made a party to the proceeding because he is or was a director if:

- (I) He conducted himself in good faith;
- (II) He reasonably believed:
 - A. In the case of conduct in his official capacity with the corporation, that his conduct was in the corporation's best interests; or
 - B. In all other cases, that his conduct was at least not opposed to the corporation's best interests; and
- (III) In the case of any criminal proceeding, he had no reasonable cause to believe his conduct was unlawful.

b. A director's conduct with respect to an employee benefit plan for a purpose he reasonably believed to be in the interests of the participants in or beneficiaries of the plan is conduct that satisfies the requirements of sub-subparagraph (b) of subparagraph (II) of paragraph (a) of this Section 2. A director's conduct with respect to an employee benefit plan for a purpose that he did not reasonably believe to be in the interests of the participants in or beneficiaries of the plan shall be deemed not to satisfy the requirements of subparagraph (I) of Paragraph (a) of Section 2.

c. The termination of any proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, is not of itself determinative that the individual did not meet the standard of conduct set forth in paragraph (a) of this Section 2.

d. The corporation may not indemnify a director under this Section 2 either:

- (I) In connection with a proceeding by or in the right of the corporation in which the director was adjudged liable to the corporation; or
- (II) In connection with any proceeding charging improper personal benefit to the director, whether or not involving action in his official capacity, in which he was adjudged liable on the basis that personal benefit was improperly received by him.

e. Indemnification permitted under this Section 2 in connection with a proceeding by or in the right of the corporation is limited to reasonable expenses incurred in connection with the proceeding.

Section 3. The corporation shall be required to indemnify a person who is or was a

director of the corporation and who was wholly successful, on the merits or otherwise, in defense of any proceeding to which he was a party, against reasonable expenses incurred by him in connection with the proceeding.

Section 4. A director who is or was a party to a proceeding may apply for indemnification to the court conducting the proceeding or to another court of competent jurisdiction. On receipt of an application, the court, after giving any notice the court considers necessary, may order indemnification in the following manner:

a. If it determines the director is entitled to mandatory indemnification under subsection (3) of this section, the court shall order indemnification in which case the court shall also order the corporation to pay the director's reasonable expenses incurred to obtain court-ordered indemnification.

b. If it determines that the director is fairly and reasonable entitled to indemnification in view of all the relevant circumstances, whether or not he met the standard of conduct set forth in paragraph (a) of Section 2 of this Article or was adjudged liable in the circumstances described in paragraph (d) of Section 2 of this Article, the court may order such indemnification as the court deems proper; except that the indemnification with respect to any proceeding in which liability shall have been adjudged in the circumstances described in paragraph (d) of Section 2 of this Article is limited to reasonable expenses incurred.

Section 5. (a) The corporation may not indemnify a director under Section 2 of this Article unless authorized in the specific case after a determination has been made that indemnification of the director is permissible in the circumstances because he has met the standard of conduct set forth in paragraph (a) of said subsection.

b. The determination required to be made in Paragraph (a) of this Section 5 shall be made:

- (I) By the Board of Directors by a majority vote of a quorum, which quorum shall consist of directors, not parties, to the proceeding; or
- (II) If a quorum cannot be obtained, by a majority vote of a committee of the Board designated by the Board, which committee shall consist of two or more directors, not parties, to the proceeding; except that directors who are parties to the proceeding may participate in the designation of directors for the committee

c. If the quorum cannot be obtained or the committee cannot be established under paragraph (b) of this Section 5, or even if a quorum is obtained or a committee designated if such quorum or committee so directs, the determination required to be made by paragraph (a) of this Section 5 shall be made:

- (I) By independent legal counsel selected by a vote of the Board of Directors or the committee in the manner specified in subparagraph (I) or (II) of

paragraph (b) of this Section 5 or, if a quorum of the full Board cannot be obtained and a committee cannot be established, by independent legal counsel selected by a majority vote of the full Board; or

(II) By the shareholders.

d. Authorization of indemnification and evaluation as to reasonableness of expenses shall be made in the same manner as the determination that indemnification is permissible; except that, if the determination that indemnification is permissible is made by independent legal counsel, authorization of indemnification and evaluation as to reasonableness of expenses shall be made by the body that selected said counsel.

Section 6. The corporation may pay for or reimburse the reasonable expenses incurred by a director who is a party to a proceeding in advance of the final disposition of the proceeding if:

a. The director furnishes the corporation a written affirmation of his good-faith belief that he has met the standard of conduct described in subparagraph (I) of paragraph (a) of Section 2 of this Article;

b. The director furnishes the corporation a written undertaking, executed personally or on his behalf, to repay the advance if it is determined that he did not meet such standard of conduct; and

c. A determination is made that the facts then known to those making the determination would not preclude indemnification under this Section 6.

d. The undertaking required by paragraph (b) of this Section 6 shall be an unlimited general obligation of the director, but need not be secured and may be accepted without reference to financial ability to make repayment.

Section 7.

a. An officer of the corporation who is not a director is entitled to mandatory indemnification pursuant to Section 3 of this Article and is entitled to apply for court-ordered indemnification pursuant to Section 4 of this Article in each case to the same extent as a director;

b. The corporation may indemnify and advance expenses pursuant to Section 6 of this Article to an officer, employee or agent of the corporation who is not a director to the same extent as a director; and

c. The corporation may indemnify and advance expenses to an officer, employee or agent of the corporation who is not a director to a greater extent if consistent with law and if provided for by resolution of its shareholders or directors, or in a contract.

Section 8. The corporation may purchase and maintain insurance on behalf of an individual who is or was a director, officer, employee, fiduciary or agent of the corporation and

who, while a director, officer, employee, fiduciary or agent of the corporation is or was serving at the request of the corporation as a director, officer, partner, trustee, employee, fiduciary or agent of any other foreign or domestic corporation or of any partnership, joint venture, trust, other enterprise, or employee benefit plan against any liability asserted against or incurred by him in any such capacity or arising out of his status as such, whether or not the corporation would have the power to indemnify him against such liability under the provisions of this Article.

Section 9. Any indemnification of or advance of expenses to a director in accordance with this Article, if arising out of a proceeding by or on behalf of the corporation, shall be reported in writing to the shareholders with or before the notice of the next shareholders' meeting.

ARTICLE XIII

Miscellaneous

Section 1. Corporate Seal. The Board of Directors may provide a corporate seal which shall be circular in form and shall be inscribed thereon the name of the corporation, the state of incorporation, and the words "Corporate Seal."

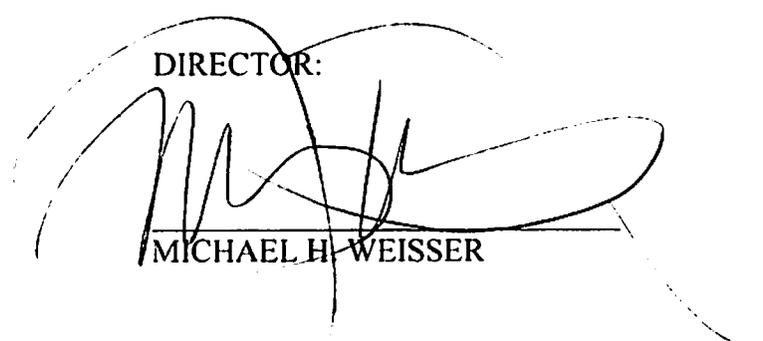
Section 2. Fiscal Year. The fiscal year of the corporation shall be as established by the Board of Directors.

Section 3. Amendments. Subject to repeal or change by action of the shareholders, the Board of Directors shall have the power to alter, amend or repeal the By-Laws of the corporation and to make and adopt new By-Laws at any regular meeting of the Board or at any special meeting called for that purpose.

Section 4. Dividends. The Board of Directors may, from time to time, declare, and the corporation may pay, dividends on its outstanding shares in the manner and upon the terms and conditions provided by law and its Articles of Incorporation.

ADOPTED BY THE SOLE MEMBER OF THE BOARD OF DIRECTORS this 21st day of September, 2009.

DIRECTOR:



MICHAEL H. WEISSER

SECTION H: LEGAL DISCLOSURES

74. Statement of Affiliates of the Applicant

■ Affiliate Name: CMED, LLC

■ Address: 615 "D" Buggy Circle, Carbondale, Colorado 81623

■ Interest or Relationship to Applicant:

The Affiliate and the Applicant have common ownership in Michael Weisser and David Weisser, and are under the common control of Michael and David Weisser

■ Nature of Business of Affiliate:

Owner and Operator of Medical Marijuana Cultivator and State Licensed Dispensary under the Colorado Medical Marijuana Law

■ Nature of Affiliate's Involvement in the Business of Applicant:

None



Colorado Secretary of State
 Date and Time: 06/24/2010 05:36 AM
 ID Number: 20101356799

Document must be filed electronically.
 Paper documents will not be accepted.

Document processing fee
 Fees & forms/cover sheets
 are subject to change.

\$50.00

Document number: 20101356799
 Amount Paid: \$50.00

To access other information or print
 copies of filed documents,
 visit www.sos.state.co.us and
 select Business Center.

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Organization

filed pursuant to § 7-80-203 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name of the limited liability company is

CMED, LLC

(The name of a limited liability company must contain the term or abbreviation "limited liability company", "ltd. liability company", "limited liability co.", "ltd. liability co.", "limited", "l.l.c.", "llc", or "ltd.". See §7-90-601, C.R.S.)

(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)

2. The principal office address of the limited liability company's initial principal office is

Street address

615 "D" Buggy Circle

(Street number and name)

Carbondale

(City)

CO

(State)

81623

(ZIP/Postal Code)

United States

(Country)

(Province - if applicable)

Mailing address

(leave blank if same as street address)

4860 N. Townsend

(Street number and name or Post Office Box information)

M

(City)

CO

(State)

81401

(ZIP/Postal Code)

United States

(Country)

(Province - if applicable)

3. The registered agent name and registered agent address of the limited liability company's initial registered agent are

Name
 (if an individual)

Toney

(Last)

Ann

(First)

(Middle)

(Suffix)

OR

(if an entity)

(Caution: Do not provide both an individual and an entity name.)

Street address

1155 N. Ash Street

(Street number and name)

#202

Denver

(City)

CO

(State)

80220

(ZIP Code)

Mailing address
(leave blank if same as street address)

Post Office Box 6333
(Street number and name or Post Office Box information)

Denver **CO** **80206**
(City) (State) (ZIP Code)

(The following statement is adopted by marking the box.)

The person appointed as registered agent has consented to being so appointed.

4. The true name and mailing address of the person forming the limited liability company are

Name
(if an individual) **Marchica** **Charles** **Jr.**
(Last) (First) (Middle) (Suffix)

OR

(if an entity)
(Caution: Do not provide both an individual and an entity name.)

Mailing address **4860 N. Townsend Avenue**
(Street number and name or Post Office Box information)

Montrose **CO** **81401**
(City) (State) (ZIP/Postal Code)
United States
(Province - if applicable) (Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

The limited liability company has one or more additional persons forming the limited liability company and the name and mailing address of each such person are stated in an attachment.

5. The management of the limited liability company is vested in
(Mark the applicable box.)

one or more managers.

OR

the members.

6. (The following statement is adopted by marking the box.)

There is at least one member of the limited liability company.

7. (If the following statement applies, adopt the statement by marking the box and include an attachment.)

This document contains additional information as provided by law.

8. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are _____
(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

9. The true name and mailing address of the individual causing the document to be delivered for filing are

Toney		Ann	
<small>(Last)</small>	<small>(First)</small>	<small>(Middle)</small>	<small>(Suffix)</small>
Post Office Box 6333			
<small>(Street number and name or Post Office Box information)</small>			
Denver		CO	80206
<small>(City)</small>	<small>(State)</small>	<small>(ZIP/Postal Code)</small>	
<small>(Province - if applicable)</small>	United States		
	<small>(Country)</small>		

(If the following statement applies, adapt the statement by marking the box and include an attachment.)

- This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

Mailing address

(leave blank if same as street address)

(Street number and name or Post Office Box information)

(City) CO _____

(State) (ZIP Code)

4. (If applicable, adopt the following statement by marking the box.)

The person appointed as registered agent has delivered notice of the change to the entity.

5. (If applicable, adopt the following statement by marking the box and include an attachment.)

This document contains additional information as provided by law.

6. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document are _____.

(mm dd yyyy hour:minute am pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that such document is such individual's act and deed, or that such individual in good faith believes such document is the act and deed of the person on whose behalf such individual is causing such document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S. and, if applicable, the constituent documents and the organic statutes, and that such individual in good faith believes the facts stated in such document are true and such document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is identified in this document as one who has caused it to be delivered.

7. The true name and mailing address of the individual causing this document to be delivered for filing are

Weisser Michael

(Last) (First) (Middle) (Suffix)

0210 Alquezar Drive

(Street number and name or Post Office Box information)

Edwards CO 81632

(City) (State) (ZIP/Postal Code)

United States

(Province - if applicable) (Country)

(If applicable, adopt the following statement by marking the box and include an attachment.)

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Disclaimer:

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Articles of Amendment

filed pursuant to §7-90-301, et seq. and §7-80-209 of the Colorado Revised Statutes (C.R.S.)

ID number: 20101356799

1. Entity name: CMED, LLC
(If changing the name of the limited liability company, indicate name BEFORE the name change)

2. New Entity name:
 (if applicable) _____

3. Use of Restricted Words *(if any of these terms are contained in an entity name, true name of an entity, trade name or trademark stated in this document, mark the applicable box):*

"bank" or "trust" or any derivative thereof
 "credit union" "savings and loan"
 "insurance", "casualty", "mutual", or "surety"

4. Other amendments, if any, are attached.

5. If the limited liability company's period of duration as amended is less than perpetual, state the date on which the period of duration expires:

(mm/dd/yyyy)

OR

If the limited liability company's period of duration as amended is perpetual, mark this box:

6. (Optional) Delayed effective date: _____
(mm/dd/yyyy)

Notice:

Causing this document to be delivered to the secretary of state for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the secretary of state, whether or not such individual is named in the document as one who has caused it to be delivered.

7. Name(s) and address(es) of the individual(s) causing the document to be delivered for filing:

Weisser Michael
(Last) (First) (Middle) (Suffix)
1538 Wazee Street
(Street name and number or Post Office Box information)
Denver CO 80202
(City) (State) (Postal/Zip Code)
United States
(Province - if applicable) (Country - if not US)

(The document need not state the true name and address of more than one individual. However, if you wish to state the name and address of any additional individuals causing the document to be delivered for filing, mark this box and include an attachment stating the name and address of such individuals.)

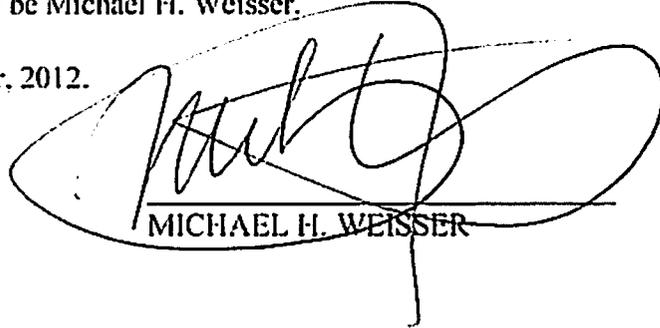
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AMENDMENT TO ARTICLES OF ORGANIZATION OF
CMED, LLC

This Amendment to Articles of Organization of CMED, LLC is filed for the purpose of indicating the sole Managing Member to be Michael H. Weisser.

Dated this 14th day of September, 2012.

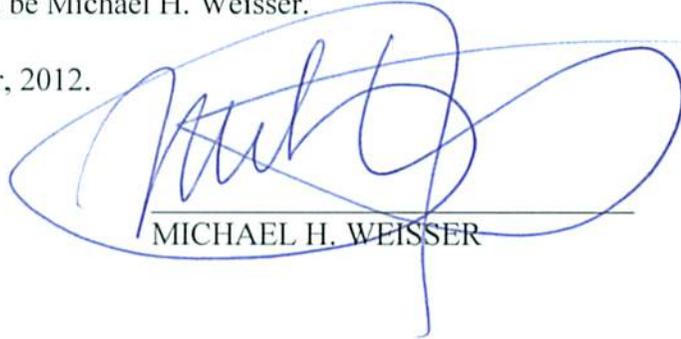


MICHAEL H. WEISSER

AMENDMENT TO ARTICLES OF ORGANIZATION OF
CMED, LLC

This Amendment to Articles of Organization of CMED, LLC is filed for the purpose of indicating the sole Managing Member to be Michael H. Weisser.

Dated this 14th day of September, 2012.



MICHAEL H. WEISSER

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

CMED, LLC

A Member-Managed Limited Liability Company

OPERATING AGREEMENT

THIS OPERATING AGREEMENT is made and entered into effective January 26, 2011, by and among: Michael H. Weisser (referred to in this agreement as the "Member").

SECTION 1 THE LIMITED LIABILITY COMPANY

1.1 *Formation.* Effective June 24, 2010, a limited liability company was formed under the name CMED, LLC (the "Company") on the terms and conditions in this Operating Agreement (the "Agreement") and pursuant to the Limited Liability Company Act of the State of Colorado (the "Act"). The Members agree to file with the appropriate agency within the State of Colorado charged with processing and maintaining such records all documentation required for the formation of the Company. The rights and obligations of the parties are as provided in the Act except as otherwise expressly provided in this Agreement.

1.2 *Name.* The business of the Company will be conducted under the name CMED, LLC, or such other name upon which the Members may unanimously may agree.

1.3 *Purpose.* The purpose of the Company is to engage in any lawful act or activity for which a Limited Liability Company may be formed within the State of Colorado.

1.4 *Office.* The Company will maintain its principal business office within the State of Colorado at the following address: 615 Buggy Circle, Carbondale, Colorado 71623.

1.5 *Registered Agent.* Michael H. Weisser is the Company's initial registered agent in the State of Colorado, and the registered office is 615 Buggy Circle, Carbondale, Colorado 81623.

1.6 *Term.* The term of the Company commenced on June 24, 2010 and shall continue perpetually unless sooner terminated as provided in this Agreement.

1.7 Names and Addresses of Members. The Member's names and addresses are attached as Schedule 1 to this Agreement.

1.8 Admission of Additional Members. Except as otherwise expressly provided in this Agreement, no additional members may be admitted to the Company through issuance by the company of a new interest in the Company without the prior unanimous written consent of the Members.

SECTION 2 CAPITAL CONTRIBUTIONS

2.1 Initial Contributions. The Members initially shall contribute to the Company capital as described in Schedule I attached to this Agreement.

2.2 Additional Contributions. No Member shall be obligated to make any additional contribution to the Company's capital without the prior unanimous written consent of the Members.

2.3 No Interest on Capital Contributions. Members are not entitled to interest or other compensation for or on account of their capital contributions to the Company except to the extent, if any, expressly provided in this Agreement.

SECTION 3 ALLOCATION OF PROFITS AND LOSSES; DISTRIBUTIONS

3.1 Profits/Losses. For financial accounting and tax purposes, subject to the provisions of Section 5.3, the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member's relative capital interest in the Company as set forth in Schedule I as amended from time to time in accordance with U.S. Department of the Treasury Regulation 1.704-1.

3.2 Distributions. The Members shall determine and distribute available funds annually or at more frequent intervals as they see fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Managers. Distributions in liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to U.S. Department of the Treasury Regulation 1.704.1(b)(2)(ii)(b)(2). To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in U.S. Department of the Treasury Regulation 1.704.1(b)(2)(ii)(d).

3.3 No Right to Demand Return of Capital. No Member has any right to any return of capital or other distribution except as expressly provided in this Agreement. No Member has any drawing account in the Company.

SECTION 4 INDEMNIFICATION

The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful. In the event of any legal proceedings arising in connection with Section 8.6, hereof, the Member so involved will be responsible for his own legal fees.

SECTION 5 POWERS AND DUTIES OF MEMBERS

5.1 Management of Company.

5.1.1 The Members, within the authority granted by the Act and the terms of this Agreement shall have the complete power and authority to manage and operate the Company and make all decisions affecting its business and affairs.

5.1.2 Except as otherwise provided in this Agreement, all decisions and documents relating to the management and operation of the Company shall be made and executed by a Majority in Interest of the Members.

5.1.3 Third parties dealing with the Company shall be entitled to rely conclusively upon the power and authority of a Majority in Interest of the Members to manage and operate the business and affairs of the Company.

5.2 *Decisions by Members.* Whenever in this Agreement reference is made to the decision, consent, approval, judgment, or action of the Members, unless otherwise expressly provided in this Agreement, such decision, consent, approval, judgment, or action shall mean a Majority of the Members.

5.3 *Management/Profits, Loss of Locations.*

5.3.1 LLC is conducting Medical Marijuana Optional Premises Cultivation production and operating a medical marijuana center in the following location:

615 Buggy Circle
Carbondale, Colorado 81623

5.3.2 The Member shall be responsible for the operation and control of all business and personnel aspects, and shall be entitled to all amounts of income, expense, profit and loss, and net profits related thereto.

5.4 *Withdrawal by a Member.* A Member has no power to withdraw from the Company, except as otherwise provided in Section 8.

SECTION 6 SALARIES, REIMBURSEMENT, AND PAYMENT OF EXPENSES

6.1 *Organization Expenses.* All expenses incurred in connection with organization of the Company will be paid by the Company.

6.2 *Salary.* No salary will be paid to a Member for the performance of his or her duties under this Agreement unless the salary has been approved in writing by a Majority of the Members.

6.3 *Legal and Accounting Services.* The Company may obtain legal and accounting services to the extent reasonably necessary for the conduct of the Company's business.

SECTION 7 BOOKS OF ACCOUNT, ACCOUNTING REPORTS, TAX RETURNS, FISCAL YEAR, BANKING

7.1 Method of Accounting. The Company will use the method of accounting previously determined by the Members for financial reporting and tax purposes.

7.2 Fiscal Year; Taxable Year. The fiscal year and the taxable year of the Company is the calendar year.

7.3 Capital Accounts. The Company will maintain a Capital Account for each Member on a cumulative basis in accordance with federal income tax accounting principles.

7.4 Banking. All funds of the Company will be deposited in a separate bank account or in an account or accounts of a savings and loan association in the name of the Company as determined by a Majority of the Members. Company funds will be invested or deposited with an institution, the accounts or deposits of which are insured or guaranteed by an agency of the United States government.

SECTION 8 TRANSFER OF MEMBERSHIP INTEREST

8.1 Sale or Encumbrance Prohibited. Except as otherwise permitted in this Agreement, no Member may voluntarily or involuntarily transfer, sell, convey, encumber, pledge, assign, or otherwise dispose of (collectively "Transfer") an interest in the Company without the prior written consent of a majority of the other non-transferring Members determined on a per capita basis.

8.2 Right of First Refusal. Notwithstanding Section 8.1, a Member may transfer all or any part of the Member's interest in the Company (the "Interest") as follows:

8.2.1 The Member desiring to transfer his or her Interest first must provide written notice (the "Notice") to the other Members, specifying the price and terms on which the Member is prepared to sell the Interest (the "Offer").

8.2.2 For a period of thirty (30) days after receipt of the Notice, the Members may acquire all, but not less than all, of the Interest at the price and under the terms specified in the Offer. If the other Members desiring to acquire the Interest cannot agree among themselves on the allocation of the Interest among them, the allocation will be proportional to the Ownership Interests of those Members desiring to acquire the Interest.

8.2.3 Closing of the sale of the Interest will occur as stated in the Offer; provided, however, that the closing will not be less than forty-five (45) days after expiration of the thirty (30) day notice period.

8.2.4 If the other Members fail or refuse to notify the transferring Member of their desire to acquire all of the Interest proposed to be transferred within the thirty (30) day period following receipt of the Notice, then the Members will be deemed to have waived their right to acquire the Interest on the terms described in the Offer, and the transferring Member may sell and convey the Interest consistent with the Offer to any other person or entity; provided, however, that notwithstanding anything in Section 8.2 to the contrary, should the sale to a third person be at a price or on terms that are more favorable to the purchaser than stated in the Offer, then the transferring Member must reoffer the sale of the Interest to the remaining Members at that other price or other terms; provided, further, that if the sale to a third person is not closed within six (6) months after the expiration of the thirty (30) day period describe above, then the provisions of Section 8.2 will again apply to the Interest proposed to be sold or conveyed.

8.2.5 Notwithstanding the foregoing provisions of Section 8.2, should the sole remaining Member be entitled to and elect to acquire all the Interests of the other Members of the Company in accordance with the provisions of Section 8.2, the acquiring Member may assign the right to acquire the Interests to a spouse, lineal descendent, or an affiliated entity if the assignment is reasonably believed to be necessary to continue the existence of the Company as a limited liability company.

8.3 *Substituted Parties.* Any transfer in which the Transferee becomes a fully substituted Member is not permitted unless and until:

(1) The transferor and assignee execute and deliver to the Company the documents and instruments of conveyance necessary or appropriate in the opinion of counsel to the Company to effect the transfer and to confirm the agreement of the permitted assignee to be bound by the provisions of this Agreement; and

(2) The transferor furnishes to the Company an opinion of counsel, satisfactory to the Company, that the transfer will not cause the Company to terminate for federal income tax purposes or that any termination is not adverse to the Company or the other Members.

8.4 *Death, Incompetency, or Bankruptcy of Member.* On the death, adjudicated incompetence, or bankruptcy of a Member, unless the Company exercises its rights under Section 8.5, the successor in interest to the Member (whether an estate, bankruptcy trustee, or otherwise) will receive only the economic right to receive distributions whenever made by the Company and the Member's allocable share of taxable income, gain, loss, deduction, and credit (the "Economic Rights") unless and until a majority of the other Members determined on a per capita basis admit the transferee as a fully substituted Member in accordance with the provisions of Section 8.3.

8.4.1 Any transfer of Economic Rights pursuant to Section 8.4 will not include any right to participate in management of the Company, including any right to vote, consent to, and will not include any right to information on the Company or its operations or financial condition. Following any transfer of only the Economic Rights of a Member's Interest in the Company, the transferring Member's power and right to vote or consent to any matter submitted to the Members will be eliminated, and the Ownership Interests of the remaining Members, for purposes only of such votes, consents, and participation in management, will be proportionately increased until such time, if any, as the transferee of the Economic Rights becomes a fully substituted Member.

8.5 *Death Buy Out.* Notwithstanding the foregoing provision of Section 8, the Members covenant and agree that on the death of any Member, the Company, at its option, by providing written notice to the estate of the deceased Member within one hundred eighty (180) days of the death of the Member, may purchase, acquire, and redeem the Interest of the deceased Member in the Company pursuant to the provision of Section 8.5.

8.5.1 The value of each Member's Interest in the Company will be determined on the date this Agreement is signed, and the value will be endorsed on Schedule II attached and made a part of this Agreement. The value of each Member's Interest will be re-determined unanimously by the Members annually, unless the Members unanimously decide to re-determine those values more frequently. The Members will use their best efforts to endorse those values on Schedule II. The purchase price for a decedent Member's interest conclusively is the value last determined before the death of such Member; provided, however, that if the latest valuation is more than two (2) years before the death of the deceased Member, the provisions of Section 8.5.2 will apply in determining the value of the Member's Interest in the Company.

8.5.2 If the Members have failed to value the deceased Member's Interest within the prior two-year period, the value of each Member's Interest in the Company on the date of death, in the first instance, will be determined by mutual agreement of the surviving Members and the personal representative of the estate of the deceased Member. If the parties cannot reach an agreement on the value within thirty (30) days after the appointment of the personal representative of the deceased Member, then the surviving Members and the personal representative each must select a qualified appraiser within the next succeeding thirty (30) days. The appraisers so selected must attempt to determine the value of the Company Interest owned by the decedent at the time of death based solely on their appraisal of the total value of the Company's assets and the amount the decedent would have received had the assets of the Company been sold at that time for an amount equal to their fair market value and the proceeds (after payment of all Company obligations) were distributed in the manner contemplated in Section 9. The appraisal may not consider and discount for the sale of a minority Interest in the Company. In the event the appraisers cannot agree on the value within thirty (30) days after being selected, the two appraisers must, within thirty (30) days, select a third appraiser. The value of the Interest of the decedent in the Company and the purchase price of it will be the average of the two appraisals nearest in amount to one another.

That amount will be final and binding on all parties and their respective successors, assigns, and representatives. The costs and expenses of the third appraiser and any costs and expenses of the appraiser retained but not paid for by the estate of the deceased Member will be offset against the purchase price paid for the deceased Member's Interest in the Company.

8.5.3 Closing of the sale of the deceased Member's Interest in the Company will be held at the office of the Company on a date designated by the Company, not be later than ninety (90) days after agreement with the personal representative of the deceased Member's estate on the fair market value of the deceased Member's Interest in the Company; provided, however, that if the purchase price are determined by appraisals as set forth in Section 8.5.2, the closing will be thirty (30) days after the final appraisal and purchase price are determined. If no personal representative has been appointed within sixty (60) days after the deceased Member's death, the surviving Members have the right to apply for and have a personal representative appointed.

8.5.4 At closing, the Company will pay the purchase price for the deceased Member's Interest in the Company. If the purchase price is less than \$1,000.00, the purchase price will be paid in cash; if the purchase price is \$10,000.00 or more, the purchase price will be paid as follows:

(1) \$10,000.00 in cash, bank cashier's check, or certified funds;

(2) The balance of the purchase price by the Company executing and delivering its promissory note for the balance, with interest at the prime interest rate stated by primary banking institution utilized by the Company, its successors and assigns, at the time of the deceased Member's death. Interest will be payable monthly, with the principal sum being due and payable in three (3) equal annual installments. The promissory note will be unsecured and will contain provisions that the principal sum may be paid in whole or in part at any time, without penalty.

8.5.5 At the closing, the deceased Member's estate or personal representative must assign to the Company all of the deceased Member's Interest in the Company free and clear of all liens, claims, and encumbrances, and, at the request of the Company, the estate or personal representative must execute all other instruments as may reasonably be necessary to vest in the Company all of the deceased Member's right, title, and interest in the Company and its assets. If either the Company or the deceased Member's estate or personal representative fails or refuses to execute any instrument required by this Agreement, the other party is hereby granted the irrevocable power of attorney which, it is agreed, is coupled with an interest, to execute and deliver on behalf of the failing or refusing party all instruments required to be executed and delivered by the failing or refusing party.

8.5.6 On completion of the purchase of the deceased Member's Interest in the Company, the Ownership Interests of the remaining Members will increase proportionately to their then-existing Ownership Interests.

SECTION 9 DISSOLUTION AND WINDING UP OF THE COMPANY

9.1 *Dissolution.* The Company will be dissolved on the happening of any of the following events:

9.1.1 Sale, transfer, or other disposition of all or substantially all of the property of the Company;

9.1.2 The agreement of all of the Members;

9.1.3 By operation of law; or

9.1.4 The death, incompetence, expulsion, or bankruptcy of a Member, or the occurrence of any event that terminates the continued membership of a Member in the Company, unless there are then remaining at least the minimum number of Members required by law and all of the remaining Members, within one hundred twenty (120) days after the date of the event, elect to continue the business of the Company.

9.2 *Winding Up.* On the dissolution of the Company (if the Company is not continued), the Members must take full account of the Company's assets and liabilities, and the assets will be liquidated as promptly as is consistent with obtaining their fair value, and the proceeds, to the extent sufficient to pay the Company's obligations with respect to the liquidation, will be applied and distributed, after any gain or loss realized in connection with the liquidation has been allocated in accordance with Section 3 of this Agreement, and the Members' Capital Accounts have been adjusted to reflect the allocation and all other transactions through the date of the distribution, in the following order:

9.2.1 To payment and discharge of the expenses of liquidation and of all the Company's debts and liabilities to persons or organizations other than Members;

9.2.2 To the payment and discharge of any Company debts and liabilities owed to Members; and

9.2.3 To Members in the amount of their respective adjusted Capital Account balances on the date of distribution; provided, however, that any then-outstanding Default Advances (with interest and costs of collection) first must be repaid from distributions otherwise allocable to the Defaulting Member pursuant to Section 9.2.3.

SECTION 10 GENERAL PROVISIONS

10.1 *Amendments.* Amendments to this Agreement may be proposed by any Member. A proposed amendment will be adopted and become effective as an amendment only on the unanimous written approval of the Members.

10.2 *Governing Law.* This Agreement and the rights and obligations of the parties under it are governed by and interpreted in accordance with the laws of the State of Colorado (without regard to principles of conflicts of law).

10.3 *Entire Agreement; Modification.* This Agreement constitutes the entire understanding and agreement between the Members with respect to the subject matter of this Agreement. No agreements, understandings, restrictions, representations, or warranties exist between or among the members other than those in this Agreement or referred to or provided for in this Agreement. No modification or amendment of any provision of this Agreement will be binding on any Member unless in writing and signed by all the Members.

10.4 *Attorney Fees.* In the event of any suit or action to enforce or interpret any provision of this Agreement (or that is based on this Agreement), the prevailing party is entitled to recover, in addition to other costs, reasonable attorney fees in connection with the suit, action, or arbitration, and in any appeals. The determination of who is the prevailing party and the amount of reasonable attorney fees to be paid to the prevailing party will be decided by the court or courts, including any appellate courts, in which the matter is tried, heard, or decided.

10.5 *Further Effect.* The parties agree to execute other documents reasonably necessary to further effect and evidence the terms of this Agreement, as long as the terms and provisions of the other documents are fully consistent with the terms of this Agreement.

10.6 *Severability.* If any term or provision of this Agreement is held to be void or unenforceable, that term or provision will be severed from this Agreement, the balance of the Agreement will survive, and the balance of this Agreement will be reasonably construed to carry out the intent of the parties as evidenced by the terms of this Agreement.

10.7 *Captions.* The captions used in this Agreement are for the convenience of the parties only and will not be interpreted to enlarge, contract, or alter the terms and provisions of this Agreement.

10.8 *Notices.* All notices required to be given by this Agreement will be in writing and will be effective when actually delivered or, if mailed, when deposited as certified mail, postage prepaid, directed to the addresses first shown above for each Member or to

such other address as a Member may specify by notice given in conformance with these provisions to the other Members.

IN WITNESS WHEREOF, the parties to this Agreement execute this Operating Agreement as of the date and year first above written.

MEMBER:



MICHAEL H. WEISSER

Listing of Members - Schedule I

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

CMED, LLC

LISTING OF MEMBERS / CAPITAL CONTRIBUTION

<u>Name / Address</u>	<u>Membership Cert. No.</u>	<u>No. of Units</u>	<u>Capital Contribution</u>
Michael H. Weisser 615 Buggy Circle Carbondale, Colorado 81623	1	████████	████████

Listing of Valuation of Members Interest - Schedule II

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

CMED, LLC

VALUATION OF MEMBERS INTEREST

Michael H. Weisser



2/13

SECTION H: LEGAL DISCLOSURES

74. Statement of Affiliates of the Applicant

■ Affiliate Name: Durango Alternative, LLC

■ Address: 129 East Street, Durango, Colorado 81301

■ Interest or Relationship to Applicant:

The Affiliate and the Applicant have common ownership in Michael Weisser and David Weisser, and are under the common control of Michael and David Weisser

■ Nature of Business of Affiliate:

Owner and Operator of Medical Marijuana Cultivator and State Licensed Dispensary under the Colorado Medical Marijuana Law

■ Nature of Affiliate's Involvement in the Business of Applicant:

None



Colorado Secretary of State
 Date and Time: 08/04/2009 02:02 PM
 ID Number: 20091417751

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 Fees & forms/cover sheets
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 Amount Paid: \$50.00

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 select Business Center.

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Articles of Organization

filed pursuant to § 7-80-203 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name of the limited liability company is

Durango Alternative, LLC

(The name of a limited liability company must contain the term or abbreviation "limited liability company", "ltd. liability company", "limited liability co.", "ltd. liability co.", "limited", "l.l.c.", "llc", or "ltd.". See §7-90-601, C.R.S.)

(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)

2. The principal office address of the limited liability company's initial principal office is

Street address

129 East 32 Street

(Street number and name)

Durango

(City)

CO

(State)

81301

(ZIP/Postal Code)

United States

(Country)

(Province - if applicable)

Mailing address

(leave blank if same as street address)

(Street number and name or Post Office Box information)

(City)

(State)

(ZIP/Postal Code)

(Province - if applicable)

(Country)

3. The registered agent name and registered agent address of the limited liability company's initial registered agent are

Name

(if an individual)

Higgins

(Last)

Dusty

(First)

(Middle)

(Suffix)

OR

(if an entity)

(Caution: Do not provide both an individual and an entity name.)

Street address

1001 Patterson RD

(Street number and name)

Unit 1

Grand Junction

(City)

CO

(State)

81506

(ZIP Code)

Mailing address
(leave blank if same as street address) _____
(Street number and name or Post Office Box information)

(City) CO _____
(State) (ZIP Code)

(The following statement is adopted by marking the box.)

The person appointed as registered agent has consented to being so appointed.

4. The true name and mailing address of the person forming the limited liability company are

Name
(if an individual) Higgins Dusty
(Last) (First) (Middle) (Suffix)
OR
(if an entity)
(Caution: Do not provide both an individual and an entity name.)
Mailing address 1001 Patterson Rd
(Street number and name or Post Office Box information)
Unit 1
Grand Junction CO 81506
(City) (State) (ZIP/Postal Code)
United States
(Province - if applicable) (Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

The limited liability company has one or more additional persons forming the limited liability company and the name and mailing address of each such person are stated in an attachment.

5. The management of the limited liability company is vested in

(Mark the applicable box.)

one or more managers.

OR

the members.

6. (The following statement is adopted by marking the box.)

There is at least one member of the limited liability company.

7. (If the following statement applies, adopt the statement by marking the box and include an attachment.)

This document contains additional information as provided by law.

8. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are _____
(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

9. The true name and mailing address of the individual causing the document to be delivered for filing are

<u>Higgins</u>	<u>Dusty</u>		
<small>(Last)</small>	<small>(First)</small>	<small>(Middle)</small>	<small>(Suffix)</small>
<u>1001 Patterson RD</u>			
<small>(Street number and name or Post Office Box information)</small>			
<u>Unit 1</u>			
<u>Grand Junction</u>	<u>CO</u>	<u>81506</u>	
<small>(City)</small>	<small>(State)</small>	<small>(ZIP/Postal Code)</small>	
<u></u>	<u>United States</u>	<u></u>	<u></u>
<small>(Province - if applicable)</small>	<small>(Country)</small>		

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

- This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

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Colorado Secretary of State
 Date and Time: 07/25/2012 08:14 AM
 ID Number: 20091417751

Document must be filed electronically.
 Paper documents will not be accepted.

Document processing fee \$10.00
 Late fee if entity is in noncompliant status \$40.00

Document number: 20121402028
 Amount Paid: \$10.00

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Periodic Report

filed pursuant to §7-90-301, et seq. and §7-90-501 of the Colorado Revised Statutes (C.R.S)

ID number: 20091417751

Entity name: Durango Alternative, LLC

Jurisdiction under the law of which the
 entity was formed or registered: Colorado

1. Principal office street address: 0210 Alquezar Drive
(Street name and number)

Edwards CO 81632
(City) (State) (Postal/Zip Code)
United States
(Province - if applicable) (Country - if not US)

2. Principal office mailing address:
 (if different from above) 20155 NE 38 Court
(Street name and number or Post Office Box information)

Suite 201
Aventura FL 33180
(City) (State) (Postal/Zip Code)
United States
(Province - if applicable) (Country - if not US)

3. Registered agent name: (if an individual) Weisser Michael
(Last) (First) (Middle) (Suffix)

OR (if a business organization)

4. The person identified above as registered agent has consented to being so appointed.

5. Registered agent street address: 0210 Alquezar Drive
(Street name and number)

Edwards CO 81632
(City) (State) (Postal/Zip Code)

6. Registered agent mailing address:
(if different from above)

<hr/>		
<i>(Street name and number or Post Office Box information)</i>		
<hr/>		
<i>(City)</i>	<i>(State)</i>	<i>(Postal/Zip Code)</i>
<hr/>		
<i>(Province - if applicable)</i>	<i>(Country - if not US)</i>	

Notice:

Causing this document to be delivered to the secretary of state for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the secretary of state, whether or not such individual is named in the document as one who has caused it to be delivered.

7. Name(s) and address(es) of the individual(s) causing the document to be delivered for filing:

Weisser	Michael		
<i>(Last)</i>	<i>(First)</i>	<i>(Middle)</i>	<i>(Suffix)</i>
<hr/>			
20155 NE 38 Court			
<i>(Street name and number or Post Office Box information)</i>			
<hr/>			
Suite 201			
<hr/>			
Aventura	FL	33180	
<i>(City)</i>	<i>(State)</i>	<i>(Postal/Zip Code)</i>	
<hr/>			
<i>(Province - if applicable)</i>	United States		
	<i>(Country - if not US)</i>		

(The document need not state the true name and address of more than one individual. However, if you wish to state the name and address of any additional individuals causing the document to be delivered for filing, mark this box and include an attachment stating the name and address of such individuals.)

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LIMITED LIABILITY COMPANY OPERATING AGREEMENT

DURANGO ALTERNATIVE, LLC

A Member-Managed Limited Liability Company

OPERATING AGREEMENT

THIS OPERATING AGREEMENT is made and entered into effective October 1, 2010, by Michael H. Weisser (referred to in this agreement as the "Member" and "Managing Member").

SECTION 1 THE LIMITED LIABILITY COMPANY

1.1 *Formation.* Effective August 4, 2009, 2010, a limited liability company was formed under the name Durango Alternative, LLC (the "Company") on the terms and conditions in this Operating Agreement (the "Agreement") and pursuant to the Limited Liability Company Act of the State of Colorado (the "Act"). The Members agree to file with the appropriate agency within the State of Colorado charged with processing and maintaining such records all documentation required for the formation of the Company. The rights and obligations of the parties are as provided in the Act except as otherwise expressly provided in this Agreement.

1.2 *Name.* The business of the Company will be conducted under the name Durango Alternative, L.L.C., or such other name upon which the Members may unanimously agree.

1.3 *Purpose.* The purpose of the Company is to engage in any lawful act or activity for which a Limited Liability Company may be formed within the State of Colorado.

1.4 *Office.* The Company will maintain its principal business office within the State of Colorado at the following address: 129 East 32nd Street, Durango, CO 81301.

1.5 *Registered Agent.* Michael H. Weisser is the Company's initial registered agent in the State of Colorado, and the registered office is 1538 Wazee Street, Denver, CO 80202.

1.6 *Term.* The term of the Company commenced on August 4, 2009 and shall continue perpetually unless sooner terminated as provided in this Agreement.

1.7 Names and Addresses of Members. The Members' names and addresses are attached as Schedule 1 to this Agreement.

1.8 Admission of Additional Members. Except as otherwise expressly provided in this Agreement, no additional members may be admitted to the Company through issuance by the company of a new interest in the Company without the prior unanimous written consent of the Members.

SECTION 2 CAPITAL CONTRIBUTIONS

2.1 Initial Contributions. The Members initially shall contribute to the Company capital as described in Schedule 9 of this Agreement.

2.2 Additional Contributions. No Member shall be obligated to make any additional contribution to the Company's capital without the prior unanimous written consent of the Members.

2.3 No Interest on Capital Contributions. Members are not entitled to interest or other compensation for or on account of their capital contributions to the Company except to the extent, if any, expressly provided in this Agreement.

SECTION 3 ALLOCATION OF PROFITS AND LOSSES; DISTRIBUTIONS

3.1 Profits/Losses. For financial accounting and tax purposes, subject to the provisions of Section 5.3, the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member's relative capital interest in the Company as set forth in Schedule I as amended from time to time in accordance with U.S. Department of the Treasury Regulation 1.704-1.

3.2 Distributions. The Members shall determine and distribute available funds annually or at more frequent intervals as they see fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Managers. Distributions in liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to U.S. Department of the Treasury Regulation 1.704.1(b)(2)(ii)(b)(2). To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in U.S. Department of the Treasury Regulation 1.704.1(b)(2)(ii)(d).

3.3 No Right to Demand Return of Capital. No Member has any right to any return of capital or other distribution except as expressly provided in this Agreement. No Member has any drawing account in the Company.

SECTION 4 INDEMNIFICATION

The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful. In the event of any legal proceedings arising in connection with Section 8.6, hereof, the Member so involved will be responsible for his own legal fees.

SECTION 5 POWERS AND DUTIES OF MEMBERS

5.1 Management of Company.

5.1.1 The Members, within the authority granted by the Act and the terms of this Agreement shall have the complete power and authority to manage and operate the Company and make all decisions affecting its business and affairs.

5.1.2 Except as otherwise provided in this Agreement, all decisions and documents relating to the management and operation of the Company shall be made and executed by a Majority in Interest of the Members.

5.1.3 Third parties dealing with the Company shall be entitled to rely conclusively upon the power and authority of a Majority in Interest of the Members to manage and operate the business and affairs of the Company.

5.2 Decisions by Members. Whenever in this Agreement reference is made to the decision, consent, approval, judgment, or action of the Members, unless otherwise

expressly provided in this Agreement, such decision, consent, approval, judgment, or action shall mean a Majority of the Members.

5.3 Management/Profits, Loss of Locations.

5.3 Withdrawal by a Member. A Member has no power to withdraw from the Company, except as otherwise provided in Section 8.

SECTION 6 SALARIES, REIMBURSEMENT, AND PAYMENT OF EXPENSES

6.1 Organization Expenses. All expenses incurred in connection with organization of the Company will be paid by the Company.

6.2 Salary. No salary will be paid to a Member for the performance of his or her duties under this Agreement unless the salary has been approved in writing by a Majority of the Members.

6.3 Legal and Accounting Services. The Company may obtain legal and accounting services to the extent reasonably necessary for the conduct of the Company's business.

SECTION 7 BOOKS OF ACCOUNT, ACCOUNTING REPORTS, TAX RETURNS, FISCAL YEAR, BANKING

7.1 Method of Accounting. The Company will use the method of accounting previously determined by the Members for financial reporting and tax purposes.

7.2 Fiscal Year; Taxable Year. The fiscal year and the taxable year of the Company is the calendar year.

7.3 Capital Accounts. The Company will maintain a Capital Account for each Member on a cumulative basis in accordance with federal income tax accounting principles.

7.4 Banking. All funds of the Company will be deposited in a separate bank account or in an account or accounts of a savings and loan association in the name of the Company as determined by a Majority of the Members. Company funds will be invested or deposited with an institution, the accounts or deposits of which are insured or guaranteed by an agency of the United States government.

SECTION 8 TRANSFER OF MEMBERSHIP INTEREST

8.1 *Sale or Encumbrance Prohibited.* Except as otherwise permitted in this Agreement, no Member may voluntarily or involuntarily transfer, sell, convey, encumber, pledge, assign, or otherwise dispose of (collectively "Transfer") an interest in the Company without the prior written consent of a majority of the other non-transferring Members determined on a per capita basis.

8.2 *Right of First Refusal.* Notwithstanding Section 8.1, a Member may transfer all or any part of the Member's interest in the Company (the "Interest") as follows:

8.2.1 The Member desiring to transfer his or her Interest first must provide written notice (the "Notice") to the other Members, specifying the price and terms on which the Member is prepared to sell the Interest (the "Offer").

8.2.2 For a period of thirty (30) days after receipt of the Notice, the Members may acquire all, but not less than all, of the Interest at the price and under the terms specified in the Offer. If the other Members desiring to acquire the Interest cannot agree among themselves on the allocation of the Interest among them, the allocation will be proportional to the Ownership Interests of those Members desiring to acquire the Interest.

8.2.3 Closing of the sale of the Interest will occur as stated in the Offer; provided, however, that the closing will not be less than forty-five (45) days after expiration of the thirty (30) day notice period.

8.2.4 If the other Members fail or refuse to notify the transferring Member of their desire to acquire all of the Interest proposed to be transferred within the thirty (30) day period following receipt of the Notice, then the Members will be deemed to have waived their right to acquire the Interest on the terms described in the Offer, and the transferring Member may sell and convey the Interest consistent with the Offer to any other person or entity; provided, however, that notwithstanding anything in Section 8.2 to the contrary, should the sale to a third person be at a price or on terms that are more favorable to the purchaser than stated in the Offer, then the transferring Member must reoffer the sale of the Interest to the remaining Members at that other price or other terms; provided, further, that if the sale to a third person is not closed within six (6) months after the expiration of the thirty (30) day period describe above, then the provisions of Section 8.2 will again apply to the Interest proposed to be sold or conveyed.

8.2.5 Notwithstanding the foregoing provisions of Section 8.2, should the sole remaining Member be entitled to and elect to acquire all the Interests of the other Members of the Company in accordance with the provisions of Section 8.2, the acquiring Member may assign the right to acquire the Interests to a spouse, lineal

descendent, or an affiliated entity if the assignment is reasonably believed to be necessary to continue the existence of the Company as a limited liability company.

8.3 *Substituted Parties.* Any transfer in which the Transferee becomes a fully substituted Member is not permitted unless and until:

(1) The transferor and assignee execute and deliver to the Company the documents and instruments of conveyance necessary or appropriate in the opinion of counsel to the Company to effect the transfer and to confirm the agreement of the permitted assignee to be bound by the provisions of this Agreement; and

(2) The transferor furnishes to the Company an opinion of counsel, satisfactory to the Company, that the transfer will not cause the Company to terminate for federal income tax purposes or that any termination is not adverse to the Company or the other Members.

8.4 *Death, Incompetency, or Bankruptcy of Member.* On the death, adjudicated incompetence, or bankruptcy of a Member, unless the Company exercises its rights under Section 8.5, the successor in interest to the Member (whether an estate, bankruptcy trustee, or otherwise) will receive only the economic right to receive distributions whenever made by the Company and the Member's allocable share of taxable income, gain, loss, deduction, and credit (the "Economic Rights") unless and until a majority of the other Members determined on a per capita basis admit the transferee as a fully substituted Member in accordance with the provisions of Section 8.3.

8.4.1 Any transfer of Economic Rights pursuant to Section 8.4 will not include any right to participate in management of the Company, including any right to vote, consent to, and will not include any right to information on the Company or its operations or financial condition. Following any transfer of only the Economic Rights of a Member's Interest in the Company, the transferring Member's power and right to vote or consent to any matter submitted to the Members will be eliminated, and the Ownership Interests of the remaining Members, for purposes only of such votes, consents, and participation in management, will be proportionately increased until such time, if any, as the transferee of the Economic Rights becomes a fully substituted Member.

8.5 *Death Buy Out.* Notwithstanding the foregoing provision of Section 8, the Members covenant and agree that on the death of any Member, the Company, at its option, by providing written notice to the estate of the deceased Member within one hundred eighty (180) days of the death of the Member, may purchase, acquire, and redeem the Interest of the deceased Member in the Company pursuant to the provision of Section 8.5.

8.5.1 The value of each Member's Interest in the Company will be determined on the date this Agreement is signed, and the value will be endorsed on Schedule II attached and made a part of this Agreement. The value of each Member's Interest will be re-

determined unanimously by the Members annually, unless the Members unanimously decide to re-determine those values more frequently. The Members will use their best efforts to endorse those values on Schedule II. The purchase price for a decedent Member's interest conclusively is the value last determined before the death of such Member; provided, however, that if the latest valuation is more than two (2) years before the death of the deceased Member, the provisions of Section 8.5.2 will apply in determining the value of the Member's Interest in the Company.

8.5.2 If the Members have failed to value the deceased Member's Interest within the prior two-year period, the value of each Member's Interest in the Company on the date of death, in the first instance, will be determined by mutual agreement of the surviving Members and the personal representative of the estate of the deceased Member. If the parties cannot reach an agreement on the value within thirty (30) days after the appointment of the personal representative of the deceased Member, then the surviving Members and the personal representative each must select a qualified appraiser within the next succeeding thirty (30) days. The appraisers so selected must attempt to determine the value of the Company Interest owned by the decedent at the time of death based solely on their appraisal of the total value of the Company's assets and the amount the decedent would have received had the assets of the Company been sold at that time for an amount equal to their fair market value and the proceeds (after payment of all Company obligations) were distributed in the manner contemplated in Section 9. The appraisal may not consider and discount for the sale of a minority Interest in the Company. In the event the appraisers cannot agree on the value within thirty (30) days after being selected, the two appraisers must, within thirty (30) days, select a third appraiser. The value of the Interest of the decedent in the Company and the purchase price of it will be the average of the two appraisals nearest in amount to one another. That amount will be final and binding on all parties and their respective successors, assigns, and representatives. The costs and expenses of the third appraiser and any costs and expenses of the appraiser retained but not paid for by the estate of the deceased Member will be offset against the purchase price paid for the deceased Member's Interest in the Company.

8.5.3 Closing of the sale of the deceased Member's Interest in the Company will be held at the office of the Company on a date designated by the Company, not be later than ninety (90) days after agreement with the personal representative of the deceased Member's estate on the fair market value of the deceased Member's Interest in the Company; provided, however, that if the purchase price are determined by appraisals as set forth in Section 8.5.2, the closing will be thirty (30) days after the final appraisal and purchase price are determined. If no personal representative has been appointed within sixty (60) days after the deceased Member's death, the surviving Members have the right to apply for and have a personal representative appointed.

8.5.4 At closing, the Company will pay the purchase price for the deceased Member's Interest in the Company. If the purchase price is less than \$1,000.00, the purchase

price will be paid in cash; if the purchase price is \$10,000.00 or more, the purchase price will be paid as follows:

(1) \$10,000.00 in cash, bank cashier's check, or certified funds;

(2) The balance of the purchase price by the Company executing and delivering its promissory note for the balance, with interest at the prime interest rate stated by primary banking institution utilized by the Company, its successors and assigns, at the time of the deceased Member's death. Interest will be payable monthly, with the principal sum being due and payable in three (3) equal annual installments. The promissory note will be unsecured and will contain provisions that the principal sum may be paid in whole or in part at any time, without penalty.

8.5.5 At the closing, the deceased Member's estate or personal representative must assign to the Company all of the deceased Member's Interest in the Company free and clear of all liens, claims, and encumbrances, and, at the request of the Company, the estate or personal representative must execute all other instruments as may reasonably be necessary to vest in the Company all of the deceased Member's right, title, and interest in the Company and its assets. If either the Company or the deceased Member's estate or personal representative fails or refuses to execute any instrument required by this Agreement, the other party is hereby granted the irrevocable power of attorney which, it is agreed, is coupled with an interest, to execute and deliver on behalf of the failing or refusing party all instruments required to be executed and delivered by the failing or refusing party.

8.5.6 On completion of the purchase of the deceased Member's Interest in the Company, the Ownership Interests of the remaining Members will increase proportionately to their then-existing Ownership Interests.

SECTION 9 DISSOLUTION AND WINDING UP OF THE COMPANY

9.1 *Dissolution.* The Company will be dissolved on the happening of any of the following events:

9.1.1 Sale, transfer, or other disposition of all or substantially all of the property of the Company;

9.1.2 The agreement of all of the Members;

9.1.3 By operation of law; or

9.1.4 The death, incompetence, expulsion, or bankruptcy of a Member, or the occurrence of any event that terminates the continued membership of a Member in the Company, unless there are then remaining at least the minimum number of Members

required by law and all of the remaining Members, within one hundred twenty (120) days after the date of the event, elect to continue the business of the Company.

9.2 Winding Up. On the dissolution of the Company (if the Company is not continued), the Members must take full account of the Company's assets and liabilities, and the assets will be liquidated as promptly as is consistent with obtaining their fair value, and the proceeds, to the extent sufficient to pay the Company's obligations with respect to the liquidation, will be applied and distributed, after any gain or loss realized in connection with the liquidation has been allocated in accordance with Section 3 of this Agreement, and the Members' Capital Accounts have been adjusted to reflect the allocation and all other transactions through the date of the distribution, in the following order:

9.2.1 To payment and discharge of the expenses of liquidation and of all the Company's debts and liabilities to persons or organizations other than Members;

9.2.2 To the payment and discharge of any Company debts and liabilities owed to Members; and

9.2.3 To Members in the amount of their respective adjusted Capital Account balances on the date of distribution; provided, however, that any then-outstanding Default Advances (with interest and costs of collection) first must be repaid from distributions otherwise allocable to the Defaulting Member pursuant to Section 9.2.3.

SECTION 10

MEMBERS AND MANAGING MEMBERS

10.1 The Member and Managing Member and capital contribution are as follows:

Michael H. Weisser	\$1000.00
--------------------	-----------

10.2 The valuation of Member and Managing Member's interests are as follows:

Michael H. Weisser	\$300,000.00
--------------------	--------------

SECTION 11

GENERAL PROVISIONS

11.1 Amendments. Amendments to this Agreement may be proposed by any Member. A proposed amendment will be adopted and become effective as an amendment only on the unanimous written approval of the Members.

11.2 *Governing Law.* This Agreement and the rights and obligations of the parties under it are governed by and interpreted in accordance with the laws of the State of Colorado (without regard to principles of conflicts of law).

11.3 *Entire Agreement; Modification.* This Agreement constitutes the entire understanding and agreement between the Members with respect to the subject matter of this Agreement. No agreements, understandings, restrictions, representations, or warranties exist between or among the members other than those in this Agreement or referred to or provided for in this Agreement. No modification or amendment of any provision of this Agreement will be binding on any Member unless in writing and signed by all the Members.

11.4 *Attorney Fees.* In the event of any suit or action to enforce or interpret any provision of this Agreement (or that is based on this Agreement), the prevailing party is entitled to recover, in addition to other costs, reasonable attorney fees in connection with the suit, action, or arbitration, and in any appeals. The determination of who is the prevailing party and the amount of reasonable attorney fees to be paid to the prevailing party will be decided by the court or courts, including any appellate courts, in which the matter is tried, heard, or decided.

11.5 *Further Effect.* The parties agree to execute other documents reasonably necessary to further effect and evidence the terms of this Agreement, as long as the terms and provisions of the other documents are fully consistent with the terms of this Agreement.

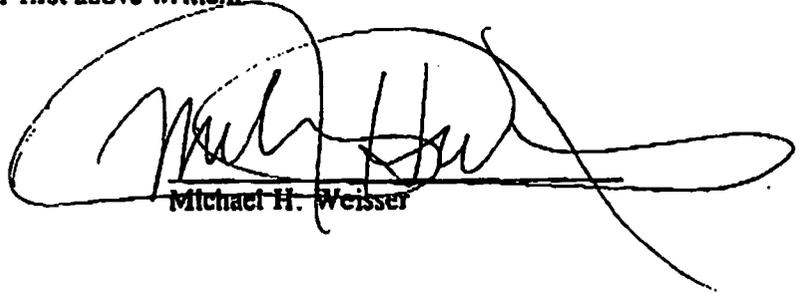
11.6 *Severability.* If any term or provision of this Agreement is held to be void or unenforceable, that term or provision will be severed from this Agreement, the balance of the Agreement will survive, and the balance of this Agreement will be reasonably construed to carry out the intent of the parties as evidenced by the terms of this Agreement.

11.7 *Captions.* The captions used in this Agreement are for the convenience of the parties only and will not be interpreted to enlarge, contract, or alter the terms and provisions of this Agreement.

11.8 *Notices.* All notices required to be given by this Agreement will be in writing and will be effective when actually delivered or, if mailed, when deposited as certified mail, postage prepaid, directed to the addresses first shown above for each Member or to such other address as a Member may specify by notice given in conformance with these provisions to the other Members.

IN WITNESS WHEREOF, the parties to this Agreement execute this Operating Agreement as of the date and year first above written.

MANAGING MEMBER:



Michael H. Weisser

SECTION H: LEGAL DISCLOSURES

74. Statement of Affiliates of the Applicant

■ Affiliate Name: P&C Express, Inc.

■ Address: 1550 Larimer Street, #167, Denver, Colorado 80202

■ Interest or Relationship to Applicant:

The Affiliate and the Applicant have common ownership in Michael Weisser and David Weisser, and are under the common control of Michael and David Weisser

■ Nature of Business of Affiliate:

Owner of Medical Marijuana Commercial License under the Colorado Medical Marijuana Law

■ Nature of Affiliate's Involvement in the Business of Applicant:

None



Colorado Secretary of State
 Date and Time: 04/02/2010 01:26 PM
 ID Number: 20101196269

Document must be filed electronically.
 Paper documents will not be accepted.

Document processing fee
 Fees & forms/cover sheets
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\$50.00

Document number: 20101196269
 Amount Paid: \$50.00

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 copies of filed documents,
 visit www.sos.state.co.us and
 select Business Center.

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Organization

filed pursuant to § 7-80-203 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name of the limited liability company is

P&C Express, LLC

(The name of a limited liability company must contain the term or abbreviation "limited liability company", "Ltd. liability company", "limited liability co.", "Ltd. liability co.", "limited", "L.L.C.", "llc", or "Ltd.". See §7-90-601, C.R.S.)

(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)

2. The principal office address of the limited liability company's initial principal office is

Street address

1550 Larimer Street

(Street number and name)

#167

Denver

(City)

CO

(State)

80202

(ZIP/Postal Code)

United States

(Country)

(Province - if applicable)

Mailing address

(leave blank if same as street address)

Post Office Box 6333

(Street number and name or Post Office Box information)

Denver

(City)

CO

(State)

80206

(ZIP/Postal Code)

United States

(Country)

(Province - if applicable)

3. The registered agent name and registered agent address of the limited liability company's initial registered agent are

Name

(if an individual)

Toney

(Last)

Ann

(First)

(Middle)

(Suffix)

OR

(if an entity)

(Caution: Do not provide both an individual and an entity name.)

Street address

1624 Market Street

(Street number and name)

Suite 202

Denver

(City)

CO

(State)

80202

(ZIP Code)

Mailing address
(leave blank if same as street address)

Post Office Box 6333
(Street number and name or Post Office Box information)

Denver **CO** **80206**
(City) (State) (ZIP Code)

(The following statement is adopted by marking the box.)

The person appointed as registered agent has consented to being so appointed.

4. The true name and mailing address of the person forming the limited liability company are

Name
(if an individual) **Marchica** **Charles** **Jr.**
(Last) (First) (Middle) (Suffix)

OR

(if an entity)
(Caution: Do not provide both an individual and an entity name.)

Mailing address **1550 Larimer Street**
(Street number and name or Post Office Box information)
#167
Denver **CO** **80202**
(City) (State) (ZIP/Postal Code)
United States
(Province - if applicable) (Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

The limited liability company has one or more additional persons forming the limited liability company and the name and mailing address of each such person are stated in an attachment.

5. The management of the limited liability company is vested in

(Mark the applicable box.)

one or more managers.

OR

the members.

6. *(The following statement is adopted by marking the box.)*

There is at least one member of the limited liability company.

7. *(If the following statement applies, adopt the statement by marking the box and include an attachment.)*

This document contains additional information as provided by law.

8. *(Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)*

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are _____
(mm dd yyyy hour:minute am pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

9. The true name and mailing address of the individual causing the document to be delivered for filing are

Toney	Ann		
<small>(Last)</small>	<small>(First)</small>	<small>(Middle)</small>	<small>(Suffix)</small>
Post Office Box 6333			
<small>(Street number and name or Post Office Box information)</small>			
<hr/>			
Denver	CO	80206	
<small>(City)</small>	<small>(State)</small>	<small>(ZIP/Postal Code)</small>	
	United States		
<small>(Province - if applicable)</small>	<small>(Country)</small>		

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

- This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

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Colorado Secretary of State
 Date and Time: 09/29/2010 01:10 PM
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 Amount Paid: \$10.00

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ABOVE SPACE FOR OFFICE USE ONLY

**Statement of Change
 Changing the Registered Agent Information**

filed pursuant to § 7-90-305.5 and § 7-90-702 of the Colorado Revised Statutes (C.R.S.)

1. The entity ID number and the entity name, or, if the entity does not have an entity name, the true name are

Entity ID number 20101196269
(Colorado Secretary of State ID number)

Entity name or True name P&C Express, LLC

2. *(If applicable, adopt the following statement by marking the box and enter all changes.)*

The registered agent name has changed.

Such name, as changed, is

Name Weisser Michael
 (if an individual) (Last) (First) (Middle) (Suffix)

OR

(if an entity) _____
(Caution: Do not provide both an individual and an entity name.)

(The following statement is adopted by marking the box.)

The person appointed as registered agent has consented to being so appointed.

3. *(If applicable, adopt the following statement by marking the box and enter all changes.)*

The registered agent address of the registered agent has changed.

Such address, as changed, is

Street address 4860 North Townsend
(Street number and name)

Montrose CO 81401
(City) (State) (ZIP Code)

Mailing address

(leave blank if same as street address)

(Street number and name or Post Office Box information)

(City) CO _____

(State) (ZIP Code)

4. (If applicable, adopt the following statement by marking the box.)

The person appointed as registered agent has delivered notice of the change to the entity.

5. (If applicable, adopt the following statement by marking the box and include an attachment.)

This document contains additional information as provided by law.

6. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document are _____

(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that such document is such individual's act and deed, or that such individual in good faith believes such document is the act and deed of the person on whose behalf such individual is causing such document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S. and, if applicable, the constituent documents and the organic statutes, and that such individual in good faith believes the facts stated in such document are true and such document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is identified in this document as one who has caused it to be delivered.

7. The true name and mailing address of the individual causing this document to be delivered for filing are

Weisser Michael

(Last) (First) (Middle) (Suffix)

4860 North Townsend

(Street number and name or Post Office Box information)

Montrose CO 81401

(City) (State) (ZIP/Postal Code)

United States

(Province - if applicable) (Country)

(If applicable, adopt the following statement by marking the box and include an attachment.)

This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be

amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

P&C EXPRESS, LLC

A Member-Managed Limited Liability Company

OPERATING AGREEMENT

THIS OPERATING AGREEMENT is made and entered into effective July 30, 2010, by and among: Michael H. Weisser (referred to in this agreement as the "Member").

SECTION 1 THE LIMITED LIABILITY COMPANY

1.1 *Formation.* Effective April 2, 2010, a limited liability company was formed under the name P&C Express, LLC (the "Company") on the terms and conditions in this Operating Agreement (the "Agreement") and pursuant to the Limited Liability Company Act of the State of Colorado (the "Act"). The Members agree to file with the appropriate agency within the State of Colorado charged with processing and maintaining such records all documentation required for the formation of the Company. The rights and obligations of the parties are as provided in the Act except as otherwise expressly provided in this Agreement.

1.2 *Name.* The business of the Company will be conducted under the name P&C Express, L.L.C., or such other name upon which the Members may unanimously may agree.

1.3 *Purpose.* The purpose of the Company is to engage in any lawful act or activity for which a Limited Liability Company may be formed within the State of Colorado.

1.4 *Office.* The Company will maintain its principal business office within the State of Colorado at the following address: 4860 N. Townsend, Montrose, CO 81401.

1.5 *Registered Agent.* Michael H. Weisser is the Company's initial registered agent in the State of Colorado, and the registered office is 4860 N. Townsend, Montrose, CO 81401.

1.6 *Term.* The term of the Company commenced on April 20, 2010 and shall continue perpetually unless sooner terminated as provided in this Agreement.

1.7 Names and Addresses of Members. The Member's names and addresses are attached as Schedule 1 to this Agreement.

1.8 Admission of Additional Members. Except as otherwise expressly provided in this Agreement, no additional members may be admitted to the Company through issuance by the company of a new interest in the Company without the prior unanimous written consent of the Members.

SECTION 2 CAPITAL CONTRIBUTIONS

2.1 Initial Contributions. The Members initially shall contribute to the Company capital as described in Schedule I attached to this Agreement.

2.2 Additional Contributions. No Member shall be obligated to make any additional contribution to the Company's capital without the prior unanimous written consent of the Members.

2.3 No Interest on Capital Contributions. Members are not entitled to interest or other compensation for or on account of their capital contributions to the Company except to the extent, if any, expressly provided in this Agreement.

SECTION 3 ALLOCATION OF PROFITS AND LOSSES; DISTRIBUTIONS

3.1 Profits/Losses. For financial accounting and tax purposes, subject to the provisions of Section 5.3, the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member's relative capital interest in the Company as set forth in Schedule I as amended from time to time in accordance with U.S. Department of the Treasury Regulation 1.704-1.

3.2 Distributions. The Members shall determine and distribute available funds annually or at more frequent intervals as they see fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Managers. Distributions in liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to U.S. Department of the Treasury Regulation 1.704.1(b)(2)(ii)(b)(2). To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in U.S. Department of the Treasury Regulation 1.704.1(b)(2)(ii)(d).

3.3 No Right to Demand Return of Capital. No Member has any right to any return of capital or other distribution except as expressly provided in this Agreement. No Member has any drawing account in the Company.

SECTION 4 INDEMNIFICATION

The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful. In the event of any legal proceedings arising in connection with Section 8.6, hereof, the Member so involved will be responsible for his own legal fees.

SECTION 5 POWERS AND DUTIES OF MEMBERS

5.1 Management of Company.

5.1.1 The Members, within the authority granted by the Act and the terms of this Agreement shall have the complete power and authority to manage and operate the Company and make all decisions affecting its business and affairs.

5.1.2 Except as otherwise provided in this Agreement, all decisions and documents relating to the management and operation of the Company shall be made and executed by a Majority in Interest of the Members.

5.1.3 Third parties dealing with the Company shall be entitled to rely conclusively upon the power and authority of a Majority in Interest of the Members to manage and operate the business and affairs of the Company.

5.2 *Decisions by Members.* Whenever in this Agreement reference is made to the decision, consent, approval, judgment, or action of the Members, unless otherwise expressly provided in this Agreement, such decision, consent, approval, judgment, or action shall mean a Majority of the Members.

5.3 *Management/Profits, Loss of Locations.*

5.3.1 LLC is conducting Medical Marijuana Optional Premises Cultivation production in the following locations:

Montrose Location
4860 N. Townsend
Montrose, CO 81401

5.3.2 The Member shall be responsible for the operation and control of all business and personnel aspects, and shall be entitled to all amounts of income, expense, profit and loss, and net profits related thereto.

5.4 *Withdrawal by a Member.* A Member has no power to withdraw from the Company, except as otherwise provided in Section 8.

SECTION 6 SALARIES, REIMBURSEMENT, AND PAYMENT OF EXPENSES

6.1 *Organization Expenses.* All expenses incurred in connection with organization of the Company will be paid by the Company.

6.2 *Salary.* No salary will be paid to a Member for the performance of his or her duties under this Agreement unless the salary has been approved in writing by a Majority of the Members.

6.3 *Legal and Accounting Services.* The Company may obtain legal and accounting services to the extent reasonably necessary for the conduct of the Company's business.

SECTION 7 BOOKS OF ACCOUNT, ACCOUNTING REPORTS, TAX RETURNS, FISCAL YEAR, BANKING

7.1 Method of Accounting. The Company will use the method of accounting previously determined by the Members for financial reporting and tax purposes.

7.2 Fiscal Year; Taxable Year. The fiscal year and the taxable year of the Company is the calendar year.

7.3 Capital Accounts. The Company will maintain a Capital Account for each Member on a cumulative basis in accordance with federal income tax accounting principles.

7.4 Banking. All funds of the Company will be deposited in a separate bank account or in an account or accounts of a savings and loan association in the name of the Company as determined by a Majority of the Members. Company funds will be invested or deposited with an institution, the accounts or deposits of which are insured or guaranteed by an agency of the United States government.

SECTION 8 TRANSFER OF MEMBERSHIP INTEREST

8.1 Sale or Encumbrance Prohibited. Except as otherwise permitted in this Agreement, no Member may voluntarily or involuntarily transfer, sell, convey, encumber, pledge, assign, or otherwise dispose of (collectively "Transfer") an interest in the Company without the prior written consent of a majority of the other non-transferring Members determined on a per capita basis.

8.2 Right of First Refusal. Notwithstanding Section 8.1, a Member may transfer all or any part of the Member's interest in the Company (the "Interest") as follows:

8.2.1 The Member desiring to transfer his or her Interest first must provide written notice (the "Notice") to the other Members, specifying the price and terms on which the Member is prepared to sell the Interest (the "Offer").

8.2.2 For a period of thirty (30) days after receipt of the Notice, the Members may acquire all, but not less than all, of the Interest at the price and under the terms specified in the Offer. If the other Members desiring to acquire the Interest cannot agree among themselves on the allocation of the Interest among them, the allocation will be proportional to the Ownership Interests of those Members desiring to acquire the Interest.

8.2.3 Closing of the sale of the Interest will occur as stated in the Offer; provided, however, that the closing will not be less than forty-five (45) days after expiration of the thirty (30) day notice period.

8.2.4 If the other Members fail or refuse to notify the transferring Member of their desire to acquire all of the Interest proposed to be transferred within the thirty (30) day period following receipt of the Notice, then the Members will be deemed to have waived their right to acquire the Interest on the terms described in the Offer, and the transferring Member may sell and convey the Interest consistent with the Offer to any other person or entity; provided, however, that notwithstanding anything in Section 8.2 to the contrary, should the sale to a third person be at a price or on terms that are more favorable to the purchaser than stated in the Offer, then the transferring Member must reoffer the sale of the Interest to the remaining Members at that other price or other terms; provided, further, that if the sale to a third person is not closed within six (6) months after the expiration of the thirty (30) day period describe above, then the provisions of Section 8.2 will again apply to the Interest proposed to be sold or conveyed.

8.2.5 Notwithstanding the foregoing provisions of Section 8.2, should the sole remaining Member be entitled to and elect to acquire all the Interests of the other Members of the Company in accordance with the provisions of Section 8.2, the acquiring Member may assign the right to acquire the Interests to a spouse, lineal descendent, or an affiliated entity if the assignment is reasonably believed to be necessary to continue the existence of the Company as a limited liability company.

8.3 *Substituted Parties.* Any transfer in which the Transferee becomes a fully substituted Member is not permitted unless and until:

(1) The transferor and assignee execute and deliver to the Company the documents and instruments of conveyance necessary or appropriate in the opinion of counsel to the Company to effect the transfer and to confirm the agreement of the permitted assignee to be bound by the provisions of this Agreement; and

(2) The transferor furnishes to the Company an opinion of counsel, satisfactory to the Company, that the transfer will not cause the Company to terminate for federal income tax purposes or that any termination is not adverse to the Company or the other Members.

8.4 *Death, Incompetency, or Bankruptcy of Member.* On the death, adjudicated incompetence, or bankruptcy of a Member, unless the Company exercises its rights under Section 8.5, the successor in interest to the Member (whether an estate, bankruptcy trustee, or otherwise) will receive only the economic right to receive distributions whenever made by the Company and the Member's allocable share of taxable income, gain, loss, deduction, and credit (the "Economic Rights") unless and until a majority of the other Members determined on a per capita basis admit the transferee as a fully substituted Member in accordance with the provisions of Section 8.3.

8.4.1 Any transfer of Economic Rights pursuant to Section 8.4 will not include any right to participate in management of the Company, including any right to vote, consent to, and will not include any right to information on the Company or its operations or financial condition. Following any transfer of only the Economic Rights of a Member's Interest in the Company, the transferring Member's power and right to vote or consent to any matter submitted to the Members will be eliminated, and the Ownership Interests of the remaining Members, for purposes only of such votes, consents, and participation in management, will be proportionately increased until such time, if any, as the transferee of the Economic Rights becomes a fully substituted Member.

8.5 *Death Buy Out.* Notwithstanding the foregoing provision of Section 8, the Members covenant and agree that on the death of any Member, the Company, at its option, by providing written notice to the estate of the deceased Member within one hundred eighty (180) days of the death of the Member, may purchase, acquire, and redeem the Interest of the deceased Member in the Company pursuant to the provision of Section 8.5.

8.5.1 The value of each Member's Interest in the Company will be determined on the date this Agreement is signed, and the value will be endorsed on Schedule II attached and made a part of this Agreement. The value of each Member's Interest will be re-determined unanimously by the Members annually, unless the Members unanimously decide to re-determine those values more frequently. The Members will use their best efforts to endorse those values on Schedule II. The purchase price for a decedent Member's interest conclusively is the value last determined before the death of such Member; provided, however, that if the latest valuation is more than two (2) years before the death of the deceased Member, the provisions of Section 8.5.2 will apply in determining the value of the Member's Interest in the Company.

8.5.2 If the Members have failed to value the deceased Member's Interest within the prior two-year period, the value of each Member's Interest in the Company on the date of death, in the first instance, will be determined by mutual agreement of the surviving Members and the personal representative of the estate of the deceased Member. If the parties cannot reach an agreement on the value within thirty (30) days after the appointment of the personal representative of the deceased Member, then the surviving Members and the personal representative each must select a qualified appraiser within the next succeeding thirty (30) days. The appraisers so selected must attempt to determine the value of the Company Interest owned by the decedent at the time of death based solely on their appraisal of the total value of the Company's assets and the amount the decedent would have received had the assets of the Company been sold at that time for an amount equal to their fair market value and the proceeds (after payment of all Company obligations) were distributed in the manner contemplated in Section 9. The appraisal may not consider and discount for the sale of a minority Interest in the Company. In the event the appraisers cannot agree on the value within thirty (30) days after being selected, the two appraisers must, within thirty (30) days, select a third appraiser. The value of the Interest of the decedent in the Company and the purchase price of it will be the average of the two appraisals nearest in amount to one another.

That amount will be final and binding on all parties and their respective successors, assigns, and representatives. The costs and expenses of the third appraiser and any costs and expenses of the appraiser retained but not paid for by the estate of the deceased Member will be offset against the purchase price paid for the deceased Member's Interest in the Company.

8.5.3 Closing of the sale of the deceased Member's Interest in the Company will be held at the office of the Company on a date designated by the Company, not be later than ninety (90) days after agreement with the personal representative of the deceased Member's estate on the fair market value of the deceased Member's Interest in the Company; provided, however, that if the purchase price are determined by appraisals as set forth in Section 8.5.2, the closing will be thirty (30) days after the final appraisal and purchase price are determined. If no personal representative has been appointed within sixty (60) days after the deceased Member's death, the surviving Members have the right to apply for and have a personal representative appointed.

8.5.4 At closing, the Company will pay the purchase price for the deceased Member's Interest in the Company. If the purchase price is less than \$1,000.00, the purchase price will be paid in cash; if the purchase price is \$10,000.00 or more, the purchase price will be paid as follows:

(1) \$10,000.00 in cash, bank cashier's check, or certified funds;

(2) The balance of the purchase price by the Company executing and delivering its promissory note for the balance, with interest at the prime interest rate stated by primary banking institution utilized by the Company, its successors and assigns, at the time of the deceased Member's death. Interest will be payable monthly, with the principal sum being due and payable in three (3) equal annual installments. The promissory note will be unsecured and will contain provisions that the principal sum may be paid in whole or in part at any time, without penalty.

8.5.5 At the closing, the deceased Member's estate or personal representative must assign to the Company all of the deceased Member's Interest in the Company free and clear of all liens, claims, and encumbrances, and, at the request of the Company, the estate or personal representative must execute all other instruments as may reasonably be necessary to vest in the Company all of the deceased Member's right, title, and interest in the Company and its assets. If either the Company or the deceased Member's estate or personal representative fails or refuses to execute any instrument required by this Agreement, the other party is hereby granted the irrevocable power of attorney which, it is agreed, is coupled with an interest, to execute and deliver on behalf of the failing or refusing party all instruments required to be executed and delivered by the failing or refusing party.

8.5.6 On completion of the purchase of the deceased Member's Interest in the Company, the Ownership Interests of the remaining Members will increase proportionately to their then-existing Ownership Interests.

SECTION 9 DISSOLUTION AND WINDING UP OF THE COMPANY

9.1 *Dissolution*. The Company will be dissolved on the happening of any of the following events:

9.1.1 Sale, transfer, or other disposition of all or substantially all of the property of the Company;

9.1.2 The agreement of all of the Members;

9.1.3 By operation of law; or

9.1.4 The death, incompetence, expulsion, or bankruptcy of a Member, or the occurrence of any event that terminates the continued membership of a Member in the Company, unless there are then remaining at least the minimum number of Members required by law and all of the remaining Members, within one hundred twenty (120) days after the date of the event, elect to continue the business of the Company.

9.2 *Winding Up*. On the dissolution of the Company (if the Company is not continued), the Members must take full account of the Company's assets and liabilities, and the assets will be liquidated as promptly as is consistent with obtaining their fair value, and the proceeds, to the extent sufficient to pay the Company's obligations with respect to the liquidation, will be applied and distributed, after any gain or loss realized in connection with the liquidation has been allocated in accordance with Section 3 of this Agreement, and the Members' Capital Accounts have been adjusted to reflect the allocation and all other transactions through the date of the distribution, in the following order:

9.2.1 To payment and discharge of the expenses of liquidation and of all the Company's debts and liabilities to persons or organizations other than Members;

9.2.2 To the payment and discharge of any Company debts and liabilities owed to Members; and

9.2.3 To Members in the amount of their respective adjusted Capital Account balances on the date of distribution; provided, however, that any then-outstanding Default Advances (with interest and costs of collection) first must be repaid from distributions otherwise allocable to the Defaulting Member pursuant to Section 9.2.3.

SECTION 10 GENERAL PROVISIONS

10.1 *Amendments.* Amendments to this Agreement may be proposed by any Member. A proposed amendment will be adopted and become effective as an amendment only on the unanimous written approval of the Members.

10.2 *Governing Law.* This Agreement and the rights and obligations of the parties under it are governed by and interpreted in accordance with the laws of the State of Colorado (without regard to principles of conflicts of law).

10.3 *Entire Agreement; Modification.* This Agreement constitutes the entire understanding and agreement between the Members with respect to the subject matter of this Agreement. No agreements, understandings, restrictions, representations, or warranties exist between or among the members other than those in this Agreement or referred to or provided for in this Agreement. No modification or amendment of any provision of this Agreement will be binding on any Member unless in writing and signed by all the Members.

10.4 *Attorney Fees.* In the event of any suit or action to enforce or interpret any provision of this Agreement (or that is based on this Agreement), the prevailing party is entitled to recover, in addition to other costs, reasonable attorney fees in connection with the suit, action, or arbitration, and in any appeals. The determination of who is the prevailing party and the amount of reasonable attorney fees to be paid to the prevailing party will be decided by the court or courts, including any appellate courts, in which the matter is tried, heard, or decided.

10.5 *Further Effect.* The parties agree to execute other documents reasonably necessary to further effect and evidence the terms of this Agreement, as long as the terms and provisions of the other documents are fully consistent with the terms of this Agreement.

10.6 *Severability.* If any term or provision of this Agreement is held to be void or unenforceable, that term or provision will be severed from this Agreement, the balance of the Agreement will survive, and the balance of this Agreement will be reasonably construed to carry out the intent of the parties as evidenced by the terms of this Agreement.

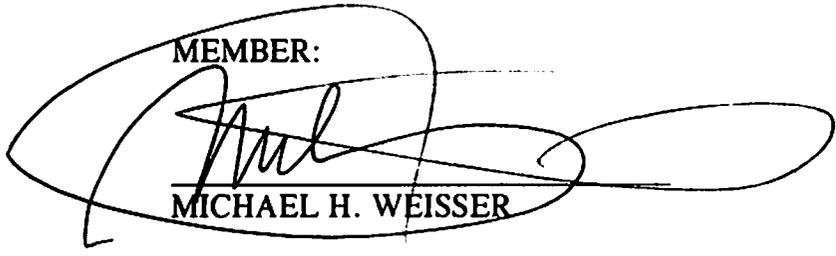
10.7 *Captions.* The captions used in this Agreement are for the convenience of the parties only and will not be interpreted to enlarge, contract, or alter the terms and provisions of this Agreement.

10.8 *Notices.* All notices required to be given by this Agreement will be in writing and will be effective when actually delivered or, if mailed, when deposited as certified mail, postage prepaid, directed to the addresses first shown above for each Member or to

such other address as a Member may specify by notice given in conformance with these provisions to the other Members.

IN WITNESS WHEREOF, the parties to this Agreement execute this Operating Agreement as of the date and year first above written.

MEMBER:



MICHAEL H. WEISSER

Listing of Members - Schedule I

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

FOR P&C EXPRESS, LLC

LISTING OF MEMBERS / CAPITAL CONTRIBUTION

<u>Name / Address</u>	<u>Membership Cert. No.</u>	<u>No. of Units</u>	<u>Capital Contribution</u>
Michael H. Weisser 4860 N. Townsend Montrose, CO 81401	1		

Listing of Valuation of Members Interest - Schedule II

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

FOR P&C EXPRESS, LLC

VALUATION OF MEMBERS INTEREST

Michael H. Weisser



**3. Attachment A – Real Property, Buildings and
Facilities**

Attachment A: Real Property, Buildings and Facilities

In accordance with 10 NYCRR § 1004.5(b) (2), Empire State Compassionate Care, Inc. (“ESCC”) will utilize the following Real Property for their manufacturing and dispensing of medical marijuana.

Manufacturing Facility

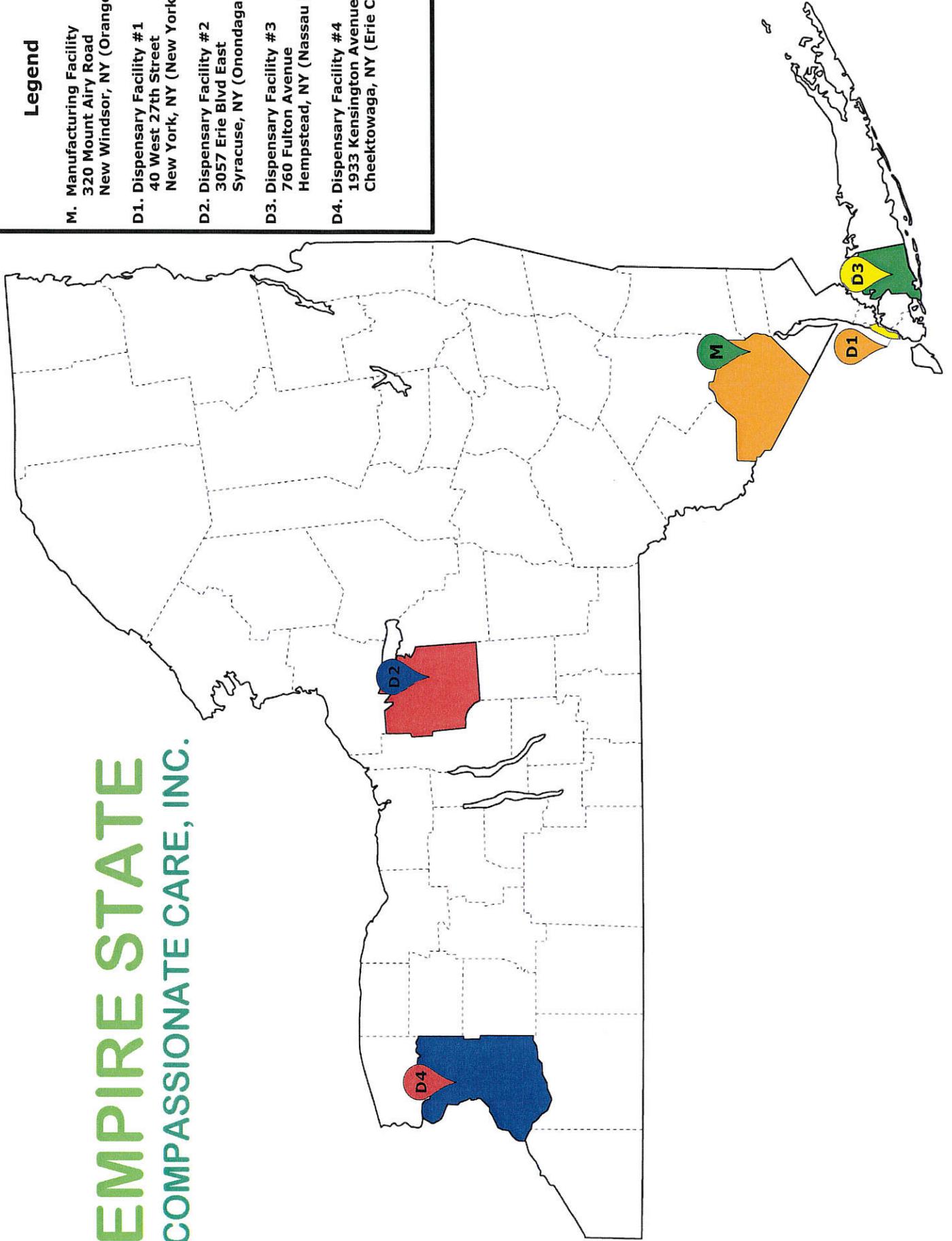
- 320 Mount Airy Road, New Windsor, New York 12553

Dispensing Facilities:

- 40 West 27th Street, New York, New York 10001
- 760 Fulton Avenue, Hempstead, NY 11550
- 1933 Kensington Avenue, Cheektowaga, NY 14215
- 3057 Erie Blvd East , Syracuse, NY 13224

EMPIRE STATE COMPASSIONATE CARE, INC.

Legend	
M.	Manufacturing Facility 320 Mount Airy Road New Windsor, NY (Orange County)
D1.	Dispensary Facility #1 40 West 27th Street New York, NY (New York County)
D2.	Dispensary Facility #2 3057 Erie Blvd East Syracuse, NY (Onondaga County)
D3.	Dispensary Facility #3 760 Fulton Avenue Hempstead, NY (Nassau County)
D4.	Dispensary Facility #4 1933 Kensington Avenue Cheektowaga, NY (Erie County)



Manufacturing Facility

- 320 Mount Airy Road, New Windsor, New York 12553
 - The facility is an existing balanced organic micro-eco system agricultural/aquaponics production facility currently in operation consisting of the following 3 existing structures:
 - A one-story greenhouse approximately 32,000 square feet currently in operation for growing food products.
 - A one-story aquaculture building, approximately 9,000 square feet currently in operation for fish production. The operation includes a form of closed-loop zero waste system agriculture, combining hydroponics and aquaculture-water based gardening and fish cultivation, as well as manufacturing compost from fish and vegetable waste.
 - A one-story administration/processing/packaging building approximately 16,000 square feet.



Figure 1-A, Street Level Photograph

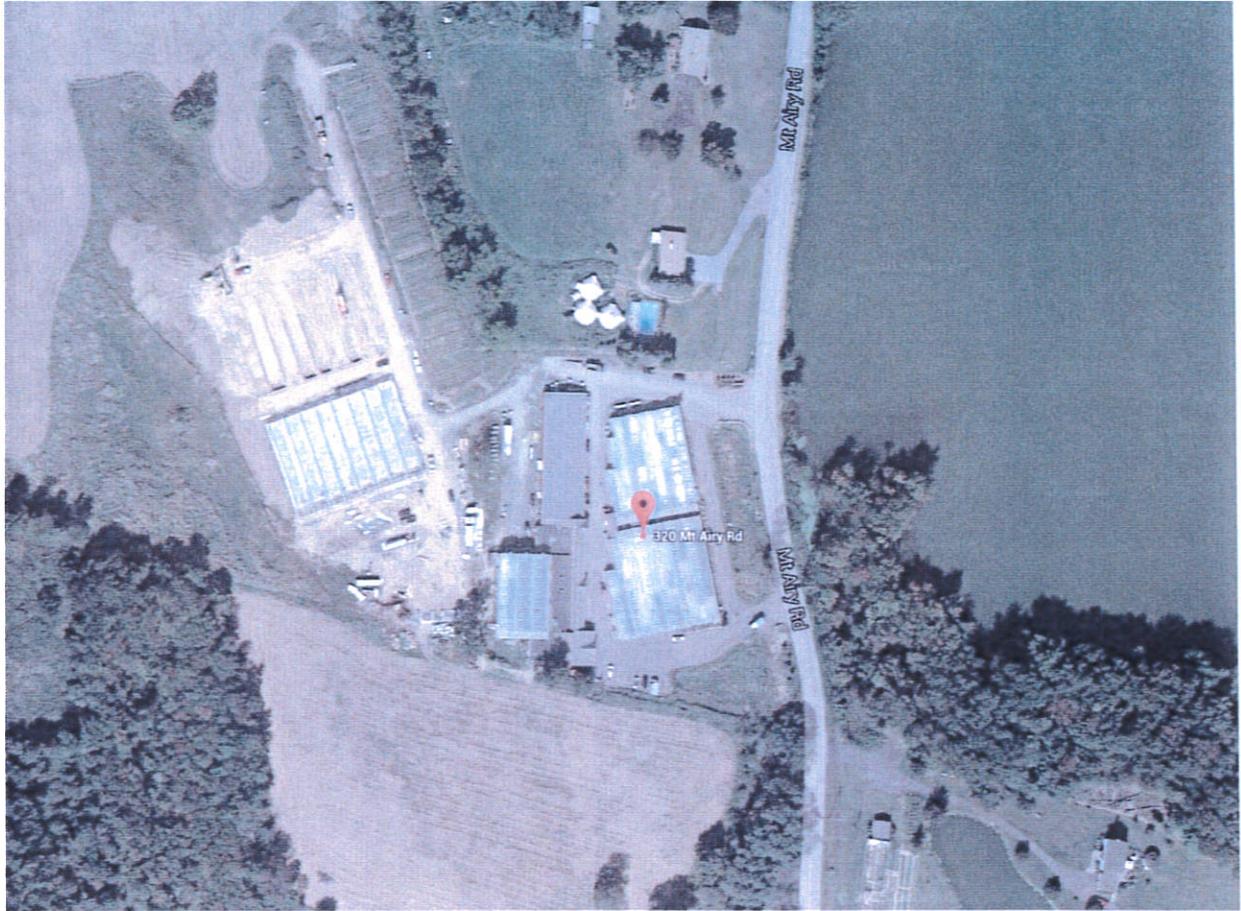


Figure 1-B, Aerial Map

Dispensing Facilities:

- 40 West 27th Street, New York, New York 10001
 - The facility consists of approximately 4,000 square feet of street level space, as well as approximately 2,000 square feet of basement space in a 12-story building.



Figure 2-A, Street Level Photograph

- 760 Fulton Avenue, Hempstead, NY 11550
 - The facility consists of an approximate 4,877 square foot one-story, stand-alone building, with parking for approximately 30 automobiles



Figure 3-A, Street Level Photograph



Figure 3-B, Aerial Map

- 1933 Kensington Avenue, Cheektowaga, NY 14215
 - The facility consists of an approximate 7,321 square foot, one-story, stand-alone building, with a parking lot for approximately 80 automobiles.



Figure 4-A, Street Level Photograph



Figure 4-B, Aerial Photograph

- 3057 Erie Blvd East , Syracuse, NY 13224
 - The facility consists of an approximate 6,264 square foot, one-story, stand-alone building, with parking for approximately 25 automobiles.
 -



Figure 5-A, Street Level Photograph



Figure 5-B, Aerial Photograph

4. Attachment B – Equipment Used

I. MANUFACTURING EQUIPMENT

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II. PROCESSING EQUIPMENT

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III. TRANSPORTATION EQUIPMENT

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IV. DISTRIBUTION, SALES AND DISPENSING EQUIPMENT

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Certified Service-Disabled Veteran- Owned Business

LEASE & GROUND SUB LEASE

CONTINENTAL FARMS LLC,

LANDLORD

TO

EMPIRE STATE COMPASSIONATE CARE, INC

TENANT

DATED: JUNE 5, 2015

AGREEMENT OF LEASE made as of the 5th day of June, 2015 between CONTINENTAL FARMS, LLC, CONTINENTAL ORGANICS, LLC with a mailing addresses at 320 Mt. Airy Road, New Windsor, New York (together the "Landlord") and EMPIRE STATE COMPASSIONATE CARE, INC., a New York Corporation with an office located at 333 Earle Ovington Blvd., Suite 1010; Uniondale, New York("Tenant").

WHEREAS, CONTINENTAL FARMS, LLC is a certified New York "Service Disabled Veteran Owned Small Business" (No. 151109) and the owner of real property located at the above address and identified as Section 32; Block 2; and Lot 69 (the "Continental Farms Parcel"); and,

WHEREAS, CONTINENTAL ORGANICS, LLC is the Tenant on adjoining property which is subject to a 45 year Ground Lease on adjoining property identified as Section 32; Block 2; Lot 70 (the "Leased Parcel"); and,

WHEREAS, CONTINENTAL ORGANICS LLC, has an ongoing indoor aquaponics business currently operating on the Continental Farms Parcel and the Leased Parcel (together the "Premises"); and,

WHEREAS, the Landlord has constructed approximately 150,000 square feet of greenhouses and other indoor facilities on the Premises and secured all approvals and permits necessary for a 285,000 square foot expansion of its indoor facilities on the Premises; and,

WHEREAS, EMPIRE STATE COMPASSIONATE CARE, INC. ("Tenant") intends to submit an application for a New York State Medical Marijuana License (the "License"); and

WHEREAS, Tenant desires to lease the Premises in order to comply with certain provisions of the Request For Proposals (the "RFP") concerning the License; and,

WHEREAS, Tenant intends to grow cannabis and produce medical marijuana products in accordance with the New York Compassionate Care Act and Department of Health Regulations if it is successful in the RFP process and granted a License; and

WHEREAS, Landlord's facilities, equipment and Premises are "Turn Key" to Tenant thereby enabling it to satisfy a key qualification for securing a License, namely to be in production by January 1, 2016; and

WHEREAS, Landlord's agreement to deliver Premises to Tenant immediately upon its award of a License will cause a significant disruption in Landlord's business operations; there

NOW TEREFORE, Upon The Representations, Agreements, Terms, Covenants And Conditions Hereinafter Set Forth Below, The Parties Agree As Follows:

The Premises:

Landlord hereby leases to Tenant, and Tenant hereby hires and takes from Landlord TO HAVE AND TO HOLD unto Tenant, the property known as 320 Mt. Airy Road New Windsor, New York and identified as Section:32; Block;2 Lot:69, and Sub Leases to Tenant Section 32; Block 2; Lot 70 (the Premises) more fully described in Exhibit A attached hereto, together with any buildings and other improvements now existing all in their present condition and any and all other rights and interests of Landlord appurtenant to said parcel and streets.

"Lease Term"

This Lease shall be a one year period commencing on June 1, 2015 and terminating on May 30, 2016.

Tenant's Option to Extend

Tenant shall have the right to extend this Lease for one year (12 months) on terms acceptable to the parties hereto.

LANDLORD'S RIGHT OF INSPECTION

Tenant shall permit Landlord and its agents or representatives to enter the Premises at all reasonable times and (except in an emergency when no prior notice shall be required) upon reasonable notice for the purpose of inspecting the same.

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

Nothing in this Article or elsewhere in this Lease shall imply any duty or obligation upon the part of Landlord to do any work on the Premises and performance thereof by Landlord shall not constitute assumption of such a duty or obligation.

Tenant's Right Cancel If Denied License

Tenant shall have the right to cancel the Lease if it is not granted a New York Medical Marijuana License ("License") in calendar year 2015, however in no event does such cancellation release Tenant from its obligation to pay the Base Rent as set forth below through August, 2015. Any cancellation shall be upon 30 days written notice to Landlord at any time after August 30, 2015 and effective in the month following notice to Landlord.

Tenant's Promise Not To Cancel If Tenant Is Awarded License

Tenant agrees that in the event it is successful in securing a License, it shall not cancel this Lease during the Lease Term for any purpose except the willful breach thereof by Landlord.

Liquidated Damages In The Event Of Breach If Tenant Is Awarded License

Tenant acknowledges that insofar as the Premises are an existing, operating aquaponics facility and "Turn Key" to Tenant therefore enabling Tenant to satisfy the New York State requirement that all licensed Medical Marijuana growing facilities be in production by January 1, 2016 and thereby a significant advantage to Tenant in the licensing process, and insofar as making the Premises available to Tenant to comply with such requirement will result in significant disruption of Landlord's business operation on the Premises, the parties agree that Landlord shall be entitled to Liquidated Damages of

ONE MILLION (\$1,000,000) DOLLARS in the event that Tenant cancels the Lease during the Lease Term for any purpose except Landlord's willful breach or Tenant's failure to secure a License as provided above.

Rental Commitment Fee

Tenant shall pay to Landlord, a nonrefundable Rental Commencement Fee of ONE HUNDRED THOUSAND (\$100,000) DOLLARS which shall be wired to Landlord's account not later than June 4, 2015. Tenant agrees that this Lease Agreement will be held in escrow by Tenant's Attorney Anthony Curto, Esq. until Landlord confirms receipt of the funds. Failure of Landlord to receive the Rental Commitment Fee shall constitute a material breach of this Agreement rendering it null and void.

Additional Rent

(a) Tenant shall pay, as Additional Rent, all real property taxes and assessments, water and sewer rents, rates and charges, levies, license and permit fees and other governmental charges, commencing in the month following the issuance to Tenant of a License to produce medical Marijuana.

(b) Tenant shall pay the Additional Rent to the Landlord within ten (10) days of receipt of the bill from the Landlord. If tenant shall fail to make the payment of any Additional, it shall be deemed an Event of Default. Any Additional Rent shall be absolutely net to Landlord without any abatement, deduction, counterclaim, set-off or offset whatsoever, so that this Lease shall yield, net to Landlord, the amounts payable as Base Rent and Additional Rent attributable to a period falling within the Term.

LATE CHARGES

In the event that any payment of Base Rent or Additional Rent shall become overdue for thirty (30) days beyond the date on which it is due and payable pursuant to this Lease, a late charge on the sums so overdue equal to one and one-half (1 ½%) percent per month, for the period from the due date to the date of actual payment.

Tenant's Representations

In order to induce Landlord to enter into this Lease, Tenant hereby represents and warrants that Tenant has the power and authority to enter into this Lease and to consummate the transaction evidenced hereby.

To the best of Tenant's knowledge, the Tenant has received no notice from any governmental or quasi-governmental authority having jurisdiction over the Premises or operation thereof asserting that the Premises or the operation thereof are in violation of any applicable legal requirements

Tenant hereby covenants and agrees as follows:

1. to exercise reasonable care, skill, competence and business judgment in conducting its business operations on the Premises;
2. to conduct its operations on the Premises in compliance with all applicable laws, ordinances and regulations and in accordance with all permits, licenses and approvals obtained by Tenant in connection with such operations.

Landlord's Representations

Landlord represents and warrants that Landlord has good and clear record and marketable title to the Premises, subject only to encumbrances identified on Exhibit B, and that there are no tenants or other parties with any right or claim to the Premises.

The Premises are not in violation of any zoning, building, health, safety, environmental, historic preservation or other applicable land use codes, ordinances, rules or regulations;

In order to induce Tenant to enter into this Lease, Landlord and Landlord's affiliates hereby represent and warrant as follows with respect to the Premises:

1. that Landlord has the power and authority to enter into this Lease and to consummate the transaction evidenced hereby, subject only to the encumbrances listed on Exhibit B;
2. that there are no restrictions, agreements, licenses or conditions of any kind currently existing, which would adversely affect the Premises, or to the knowledge of Landlord the Tenant's contemplated use thereof as a Medical Marijuana production facility;
3. that there are no condemnation proceedings currently pending or threatened with respect to all or any portion of the Premises;
4. that no condition exists which may result in the termination, suspension or impairment of access to the Premises from a public way, or may result in the inability to construct or the discontinuance of existing sewer, water, electric, gas, telephone or other such utilities necessary to the operation of the Premises by Tenant as an Office Building;
5. that, to best of Landlord's knowledge, Landlord and the Premises are in full compliance with all federal, state and local laws,

regulations, rules or requirements of law relating to the protection of the environment; or any environmental law or permit;

6. that Landlord is the sole owner of the Continental Farms Parcel and the sole Tenant if the sole Tenant of the Leased Parcel remises and is able to enter into this Lease of the Premises,

The foregoing representations and warranties and those set forth in Article 13 shall survive the termination of this Lease. Each party hereby agrees to indemnify, defend and hold harmless the other from and against any and all costs (including reasonable attorney' fees), liabilities, claims, damages, losses and expenses arising from or relating to the inaccuracy of any of the foregoing warranties and representations.

INSURANCE

Tenant shall maintain casualty insurance on the structure for the benefit of Landlord and Tenant, in an amount sufficient to reconstruct the Tenant's Building on the Premises.

Tenant shall maintain public liability insurance on the Premises in at least the amount of THREE MILLION (\$3,000,000) DOLLARS per claim. Landlord shall be named as an additional insured.

Tenant shall provide Landlord with certificates of insurance evidencing such coverage, together with proof of premium payment, at least once each year. Tenant shall secure a provision in each policy of insurance requiring that at least thirty (30) days' written notice be given to Landlord by the insurance carrier prior to cancellation of any policy.

In the event Tenant fails to secure such insurance, Landlord may obtain the same and charge the premiums to Tenant as Additional Rent, which shall be due and payable on the first day of the month after which Landlord paid such premiums.

Tenant shall require the contractor who performs work of the Premises to obtain builder's risk insurance at least the amounts set out above. Landlord and Tenant shall be named as additional insureds.

Tenant shall, maintain the types and amounts of coverage required herein with an insurance carrier or carriers rated no lower than "A" by Best's Insurance Rating Service. Certificates of insurance evidencing such coverage shall be provided by each party to the other at or prior to the commencement date of this lease. Tenant agrees to provide notice to the Landlord at least ten (10) days prior to any material change, amendment or cancellation of any such policies.

The Tenant agrees that it shall carry workers' compensation insurance on all persons employed by the Tenant or on its behalf at the Premises.

The insurance required by this Lease may be carried under "blanket" and/or "umbrella" policies issued to the Tenant covering the Premises and other properties owned or leased by Tenant, provided that the policies otherwise comply with the provisions of this Lease and allocate to the Premises the specified coverage required by this Lease.

All policies of insurance required or by this Article, which shall be issued to Tenant, shall contain a waiver by the insurer of all rights of subrogation against Landlord in connection with any loss or damage thereby insured against.

CONDEMNATION

If the whole of the Premises or access for the Premises (and no alternative access for the Premises may be created) shall be acquired or condemned by eminent domain for any public or quasi public use or purpose, then and in that event, at Tenant's option, the Term of this Lease shall cease and terminate from the date of the title vesting in such proceeding and Tenant shall have no claim for the value of any unexpired Term of said Lease and assigns to Landlord Tenant's entire interest in any such award for the value of the unexpired Term of the Lease.

REQUIREMENTS OF GOVERNMENTAL AUTHORITIES

Tenant shall, at its sole cost and expense, promptly comply with any and all present and future laws, rules, orders, ordinances, regulations, statutes, requirements, codes and executive orders without regard to the nature of the work required to be done, extraordinary as well as ordinary, of all governmental authorities now existing or hereafter created, and of any and all of their departments and bureaus.

DISCHARGE OF LIENS; BONDS

Tenant shall, with reasonable promptness, but in any event within ten (10) days after notice of any lien, cause to be discharged or bonded pursuant to a court order, any mechanic's, laborer's or materialman's lien or any other lien, encumbrance or charge upon the Premises or any part thereof, which arises out of any action or omission by Tenant, subtenant, agent, employee or representative of Tenant.

Notice is hereby given, and Tenant shall cause all construction agreements to provide, that Landlord shall not be liable for any work performed or to be performed at the Premises for Tenant or of any materials furnished or to be furnished at the Premises for any of the foregoing.



IMPROVEMENTS

Any work, demolition, construction, alteration, or repair of Improvements undertaken by or for Tenant during the Term of this Lease in or on the Premises shall be in compliance with all then applicable laws, codes, ordinances, rules, regulations, orders and requirements for permits and approvals, including but not restricted to building permits, land use requirements, and other such approvals from federal, state, county and municipal governmental authorities from time to time having jurisdiction over the Premises ("Requirements of Law"). All construction of any type, kind or nature shall be subject to Landlord's prior written consent which shall not be unreasonably withheld.

During the Term of this Lease, so long as it does not concern a pre-existing condition, Tenant shall make all needed alterations and repairs of any nature of the interior portions of the building erected on the Premises. Tenant shall maintain the exterior of the Premises in first-class condition at all times during the Term of this Lease. In the event Tenant fails to make a necessary repair, Landlord may, but shall not be required to, enter upon the Premises and perform the repair. Landlord may charge the cost of the repair to Tenant as additional rent. Such additional rent shall be due and payable on the first day of the month after which the Landlord has paid for the repair.

All structures, improvements and fixtures of any nature constructed or installed by Tenant on the leased Premises shall become the property of Landlord and shall not be removed therefrom by Tenant. Notwithstanding the foregoing, removable trade fixtures shall be removed from the Premises at the completion of the Term of this Lease, including any renewals or extensions thereof. Tenant shall repair any damage caused by the removal. If Tenant fails to remove such trade fixtures, Landlord may deem the trade fixtures part of the leased Premises, or may remove and dispose of such fixtures at Tenant's expense, at Landlord's option.

UTILITIES AND SERVICES

Tenant shall make all arrangements, whether with private providers, governmental authorities and/or public utilities, for all utilities and other like services to the Premises during the Term of this Lease, including, without limitation, electricity, telephone, water, sewerage and gas. Landlord shall have no responsibility for such arrangements. The expense, including installation, maintenance, use and servicing, of all utilities and services shall be the direct and sole responsibility of Tenant.



NOTICES

All notices and other communications required or permitted to be given hereunder shall be in writing and may be given by mailing certified mail, return receipt requested. Until further notice, notices hereunder shall be addressed as follows:

If to Landlord:

Continental Farms, LLC
Continental Organics, LLC

Attention: Michael C. Finnegan
19 Lawes Lane
Garrison, NY 10524

Thomas Endres
19 Peppergrass Lane
Garrison, NY 10524

The address listed for Landlord above shall be the address at which payments of rent and other sums payable hereunder shall be made. Landlord may change the address for making payments hereunder by notice to Tenant, which address may be different from Landlord's address for notices hereunder.

NON-MERGER OF FEE AND LEASEHOLD ESTATES

If both Landlord's and Tenant's estates in the Premises or the Improvements or both become vested in the same owner, this Lease shall nevertheless not be destroyed by agreement or by application of the doctrine or principle of merger except with the express, recorded written election of said owner.

FORCE MAJEURE

Except for the payment of rent, Additional Rent and the maintaining of insurance as required under this Lease, in the event that Landlord or Tenant shall be delayed, hindered in or prevented from the performance of any act required hereunder by reason of strikes, walkouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, the act, failure to act or default of the other party, war or other reason beyond their control, the performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay

BROKERAGE COMMISSION

The parties represent and covenant each to the other that there are no persons or entities entitled to be paid a brokerage commission or other such payment in connection with the execution of this Lease.

MEMORANDUM OF LEASE

Landlord and Tenant hereby agree and covenant not to record this Lease. Landlord and Tenant further agree to execute a Memorandum of Lease which Memorandum of Lease shall be recorded in the Orange County Clerk's Office promptly following the execution by the parties of this Lease. Tenant shall pay all costs in connection with the recording of the Memoranda of Lease.

NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Lease shall be construed to make the parties partners or joint venturers, or to render either party liable for the debts and obligations of the other unless expressly provided otherwise herein.

GENERAL

This Lease shall be governed by and construed in accordance with the laws of the State of New York. If any provisions of this Lease shall to any extent and for any reason be invalid or illegal, the remainder of this Lease shall not be affected thereby. This Lease may be amended only by instruments in writing executed by Landlord and Tenant. The failure of Landlord to insist in any one or more instances upon the strict performance of any of the covenants of this Lease, shall not constitute or be construed as a waiver of such covenant or remedy in future such instances.

SURRENDER OF PREMISES

Upon expiration or other termination of this Lease, Tenant shall quit and surrender to Landlord the building constructed on leased Premises, broom clean, in good order and condition, reasonable wear and tear and damage by fire or other casualty excepted.

The provisions of this Article shall survive the expiration of the Lease.

MORTGAGES

Tenant may not grant a mortgage for the financing of any construction or improvement described herein. Tenant may not grant or suffer any other liens upon the Premises without the express written consent of Landlord.

In any mortgage which Landlord may now or hereafter place against the Premises, Tenant agrees that his interest shall be subordinate. Tenant shall execute any documents reasonably required by Landlord to evidence such subordination. Tenant shall be required to satisfy any liens not expressly approved by Landlord within thirty (30) days after receipt of notice of the existence of such liens. Failure to do so shall be an event of default under the terms of this Lease Agreement.

INDEMNIFICATION

Tenant agrees to indemnify, defend and hold harmless Landlord, its managers, members, employees, agents and subcontractors from and against any and all costs (including reasonable attorneys' fees), liabilities, claims, demands and causes of action including, without limitation, bodily injury to or death of any person or destruction of or damage to any property which they, individually or collectively, may suffer, incur or pay out resulting from Tenant's operations at the Premises or the intentional or negligent acts or omissions of Tenant.

Landlord agrees to indemnify, defend and hold harmless Tenant, its managers, members, employees, agents and subcontractors from and against any and all costs (including reasonable attorneys' fees), liabilities, claims, demands and causes of action resulting from Landlord's operations at the Premises.

PERMITTED USE; NO UNLAWFUL OCCUPANCY

It is understood by the parties that Tenant intends to use the Premises for the operation of Medical Marijuana Growing and Production. Copies of the proposed building plans are annexed hereto as Exhibit "F" and made a part hereof. Tenant shall not use or occupy, nor permit or suffer the Premises or any part thereof to be used or occupied other than for such purpose, or in such manner as to constitute a nuisance of any kind (public or private).

EVENTS OF DEFAULT, CONDITIONAL LIMITATIONS, REMEDIES, ETC.

Each of the following events shall be an "Event of Default" hereunder:

- (a) if Tenant shall fail to make any payment required by this Lease to be paid by Tenant for a period of ten (10) days after notice from Landlord to Tenant that the required payment has not been paid;
- (b) if Tenant shall fail to acquire and maintain the insurance coverage in the amounts and as required by this Lease for a period of ten (10) days after notice from Landlord to Tenant;

(c) to the extent permitted by law, if Tenant shall make an assignment for the benefit of creditors;

(d) to the extent permitted by law, if Tenant shall file a voluntary petition under the federal bankruptcy code and an order for relief is entered, or shall seek or consent to or acquiesce in or suffer the appointment of any trustee, receiver, custodian or liquidator.

(h) failure by Tenant to timely and fully perform any obligation under this Lease on Tenant's part to be performed within sixty (60) days after notice from Landlord to Tenant except that Tenant shall be entitled to additional time if Tenant makes a good faith effort to perform the obligation within the sixty (60) day period.

If an Event of Default shall occur, Landlord may elect to proceed by appropriate judicial proceedings, either at law or in equity, to enforce performance and observance by Tenant of the applicable provisions of this Lease and/or to recover damages for breach thereof.

Nothing contained in this Article shall limit or prejudice the right of Landlord to prove and obtain as liquidated damages in any bankruptcy, insolvency, receivership, reorganization or dissolution proceeding, an amount equal to the maximum allowed by a statute or rule of law governing such proceeding.

Continuing Liability After Termination. If this Lease is terminated on account of the occurrence of an Event of Default, Tenant shall remain liable to Landlord for damages in an amount equal to Base Rent and other amounts which would have been owing by Tenant for the balance of the Term.

Each right and remedy of Landlord provided for in this Article shall be cumulative and shall in addition to every other right or remedy provided for this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

INVALIDITY OF CERTAIN PROVISIONS

If any term or provision of this Lease or the application thereof to any Person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to Person or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

LIMITATION OF LIABILITY

Landlord's liability hereunder for damages or otherwise shall be limited to Landlord's interest in the Premises, this Lease, the Rental, proceeds of any insurance policies covering or relating to the Premises and any awards payable to Landlord in connection with a Taking. The provisions of this Section 30.01(a) shall survive the expiration of the Term or other termination of this Lease.

In the event Tenant fails to comply with any provision or obligation undertaken by Tenant under this Lease, and Landlord expends any money to so comply, then, Landlord may (in addition to its other rights and remedies hereunder) recover such expenditure of such moneys from Tenant as Additional Rent under this Lease.

MISCELLANEOUS

The captions of this Lease are for convenience of reference only and in no way define, limit or describe the scope or intent of this Lease or in any way affect this Lease.

This Lease shall be governed by and construed in accordance with the laws of the State of New York.

The agreements, terms, covenants and conditions herein shall be binding upon and shall inure to the benefit of, Landlord and Tenant and their respective successors and (except as otherwise provided herein) assigns.

ENVIRONMENTAL PROVISIONS

(a) Tenant shall comply with all environmental laws, orders and regulations of federal, state, county and municipal authorities, and with any directive issued pursuant to law by any public officer thereof, which shall impose any order or duty upon Tenant pertaining to the construction, use or occupancy of the leased Premises by Tenant, its assignees or subleases. Tenant agrees to remove and clear-up the Premises of all Hazardous Materials introduced to the Premises by Tenant during the Term of the Lease in compliance with the Governmental Requirements, upon the earlier to occur of: (i) the expiration date or earlier termination of this Lease, or (ii) Tenant's ceasing to operate the facilities located on the Premises.

(b) In the event of any storage, use or disposal of any Hazardous Material by the Tenant in violation of (a) above, Tenant shall defend, indemnify and hold Landlord harmless from and against any and all claims, loss, damage and expense, including, but not limited to, attorney's fees and costs.

As used herein, "Hazardous Material" means any hazardous or toxic material, substance or waste which is defined by those or similar terms or is regulated as such under any Governmental Laws or Regulations.



(d) The provisions of this Article of this Lease shall survive the expiration of the term or other termination of this Lease

FEES AND EXPENSES

If Tenant shall default in the observance or performance of any term or covenant on Tenant's part to be observed or performed under or by virtue of any of the terms or provisions in any Article of this Lease, then, unless otherwise provided elsewhere in this Lease, Landlord may upon ten (10) days' notice to Tenant, or immediately if the circumstances are of an emergency nature, perform the obligation of Tenant thereunder and expenses incurred by reason of Tenant's default shall be deemed to be Additional Rent.

ASSIGNMENT

Tenant shall not assign its rights or obligations under this Lease to any party without the express written consent of Landlord. Landlord may withhold its consent without reason. If Landlord agrees to give its consent to the assignment, it may condition the consent on receiving a satisfactory financial statement from the assignee. Tenant shall provide Landlord with a fully executed copy of the assignment and all ancillary documents pertinent to the transfer.

DEFINITIONS

The terms defined in this Article shall, for all purposes of this Lease and all agreements supplemental hereto, have the meanings herein specified.

(a) "Additional Rent" shall mean the periodic imposition payments as set forth in Article 4 hereof.

(b) "Base Rent" shall mean the periodic rental payments as set forth in Section 3.02 hereof.

(c) "Commencement Date" shall mean the date of commencement of the Term (hereinafter defined) as set forth in Article 2 hereof.

(d) "Default" shall mean any condition or event which constitutes or would, after notice or lapse of time, or both constitute an Event of Default (hereinafter defined).

(e) "Event of Default" shall have the meaning provided for in this Lease.

(f) "Expiration Date" shall mean the date of the expiration of the Term as set forth in Article 2 hereof.

(g) "Impositions" shall have the meaning provided in Section 4.01 hereof.

(h) "Improvements" shall mean above ground and underground structures installed by the Tenant on the Premises.

(i) "Landlord" means CONTINENTAL FARMS LLC.

(j) "Lease" or "this Lease" shall mean this Lease Agreement and all amendments and modifications, hereof.

(k) "Mortgage" shall mean any mortgage which secures a debt (whether or not such mortgage is the result of the consolidation of mortgages) and which constitutes a lien on Landlord's or Tenant's interest(s) in the Premises.

(l) "Person" shall mean and include an individual, corporation, partnership, limited liability company, joint venture, estate, trust, unincorporated association, any Federal, State, County or municipal government or any bureau, department or agency thereof.

(m) "Personal Property" shall mean all property of Tenant with the exception of the Improvements.

(n) "Premises" shall mean the property described on Exhibit "A".

(o) "Rental" shall mean the amounts payable by Tenant pursuant to the Terms of this Lease as Base Rent and Additional Rent.

(p) "Tenant" shall mean Empire State Compassionate Care, Inc. (ESCC) and any successor, assignee, transferee or holder of the interest of ESCC, provided such successor, assignee, transferee or holder shall have assumed and agreed to carry out any and all agreements, covenants and obligations of the Tenant hereunder.

EXHIBITS

The following exhibits are attached hereto and incorporated by this reference herein:

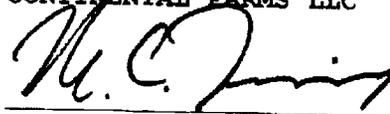
Exhibit A	Description of Premises Leased
Exhibit B	Encumbrances
Exhibit C	Personal Guaranty

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the day and year first above written.

LANDLORD:

CONTINENTAL FARMS LLC

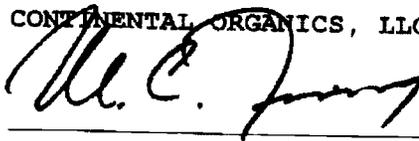
By:



Michael C. Finnegan, CEO

CONTINENTAL ORGANICS, LLC

By:



TENANT:

EMPIRE STATE COMPASSIONATE CARE, INC.

By:



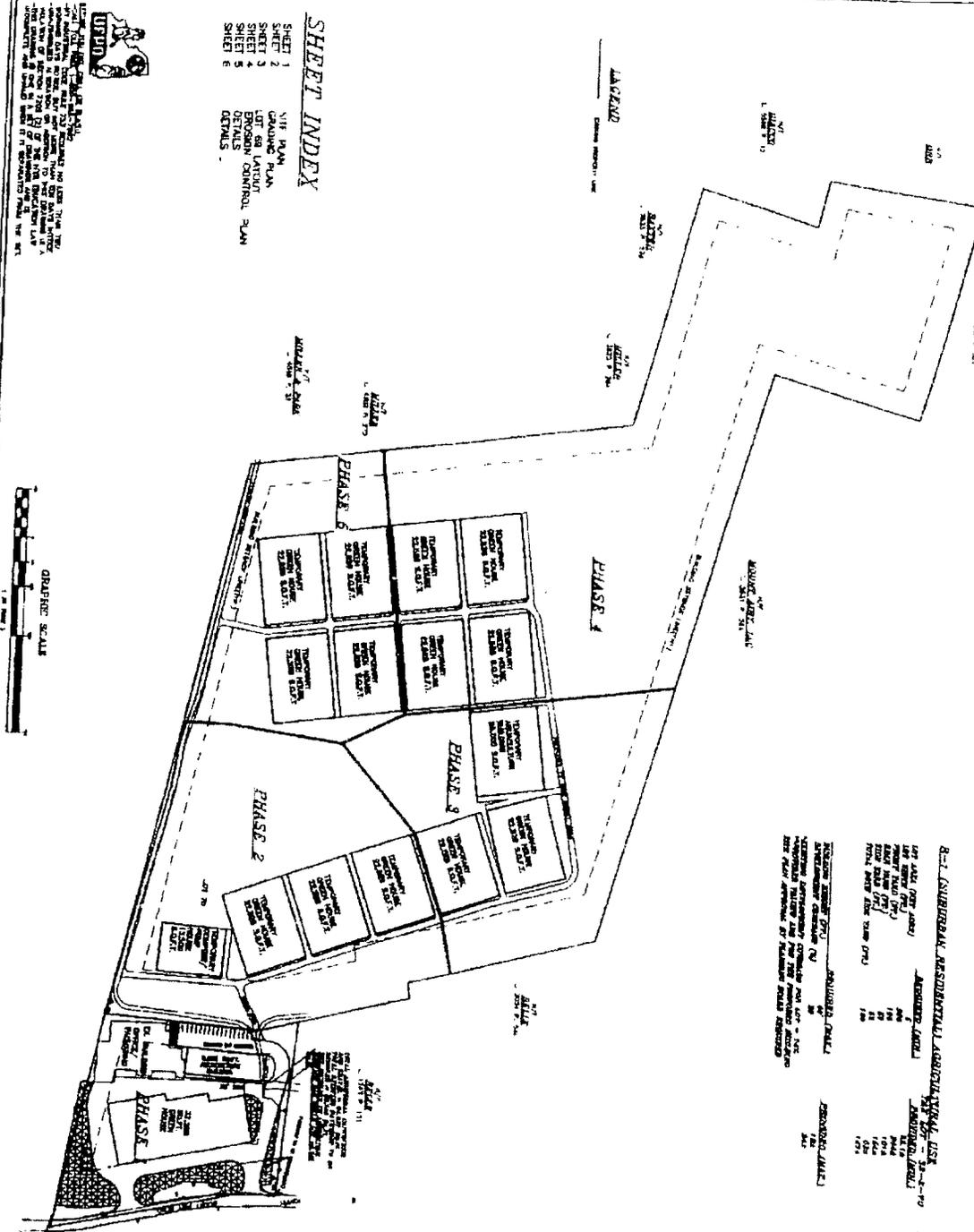
David Weisser, President

EXHIBIT "A"

DESCRIPTION OF PREMISES LEASED

(See Annexed Map & Property Description)

AMENDED SITE PLAN FOR CONTINENTAL ORGANICS, LLC



B-1 (INDUSTRIAL, RESIDENTIAL, AGRICULTURAL USE)

PERMITTED USE	MINIMUM LOT AREA (SQ. FT.)	MINIMUM LOT WIDTH (FT.)	MINIMUM LOT DEPTH (FT.)	MINIMUM LOT AREA (SQ. FT.)	MINIMUM LOT WIDTH (FT.)	MINIMUM LOT DEPTH (FT.)
RESIDENTIAL SINGLE-FAMILY	10,000	30	100	10,000	30	100
RESIDENTIAL TWO-FAMILY	15,000	35	125	15,000	35	125
RESIDENTIAL THREE-FAMILY	20,000	40	150	20,000	40	150
RESIDENTIAL FOUR-FAMILY	25,000	45	175	25,000	45	175
RESIDENTIAL FIVE-FAMILY	30,000	50	200	30,000	50	200
RESIDENTIAL SIX-FAMILY	35,000	55	225	35,000	55	225
RESIDENTIAL SEVEN-FAMILY	40,000	60	250	40,000	60	250
RESIDENTIAL EIGHT-FAMILY	45,000	65	275	45,000	65	275
RESIDENTIAL NINE-FAMILY	50,000	70	300	50,000	70	300
RESIDENTIAL TEN-FAMILY	55,000	75	325	55,000	75	325
RESIDENTIAL ELEVEN-FAMILY	60,000	80	350	60,000	80	350
RESIDENTIAL TWELVE-FAMILY	65,000	85	375	65,000	85	375
RESIDENTIAL THIRTEEN-FAMILY	70,000	90	400	70,000	90	400
RESIDENTIAL FOURTEEN-FAMILY	75,000	95	425	75,000	95	425
RESIDENTIAL FIFTEEN-FAMILY	80,000	100	450	80,000	100	450
RESIDENTIAL SIXTEEN-FAMILY	85,000	105	475	85,000	105	475
RESIDENTIAL SEVENTEEN-FAMILY	90,000	110	500	90,000	110	500
RESIDENTIAL EIGHTEEN-FAMILY	95,000	115	525	95,000	115	525
RESIDENTIAL NINETEEN-FAMILY	100,000	120	550	100,000	120	550
RESIDENTIAL TWENTY-FAMILY	105,000	125	575	105,000	125	575
RESIDENTIAL TWENTY-ONE-FAMILY	110,000	130	600	110,000	130	600
RESIDENTIAL TWENTY-TWO-FAMILY	115,000	135	625	115,000	135	625
RESIDENTIAL TWENTY-THREE-FAMILY	120,000	140	650	120,000	140	650
RESIDENTIAL TWENTY-FOUR-FAMILY	125,000	145	675	125,000	145	675
RESIDENTIAL TWENTY-FIVE-FAMILY	130,000	150	700	130,000	150	700
RESIDENTIAL TWENTY-SIX-FAMILY	135,000	155	725	135,000	155	725
RESIDENTIAL TWENTY-SEVEN-FAMILY	140,000	160	750	140,000	160	750
RESIDENTIAL TWENTY-EIGHT-FAMILY	145,000	165	775	145,000	165	775
RESIDENTIAL TWENTY-NINE-FAMILY	150,000	170	800	150,000	170	800
RESIDENTIAL THIRTY-FAMILY	155,000	175	825	155,000	175	825
RESIDENTIAL THIRTY-ONE-FAMILY	160,000	180	850	160,000	180	850
RESIDENTIAL THIRTY-TWO-FAMILY	165,000	185	875	165,000	185	875
RESIDENTIAL THIRTY-THREE-FAMILY	170,000	190	900	170,000	190	900
RESIDENTIAL THIRTY-FOUR-FAMILY	175,000	195	925	175,000	195	925
RESIDENTIAL THIRTY-FIVE-FAMILY	180,000	200	950	180,000	200	950
RESIDENTIAL THIRTY-SIX-FAMILY	185,000	205	975	185,000	205	975
RESIDENTIAL THIRTY-SEVEN-FAMILY	190,000	210	1,000	190,000	210	1,000
RESIDENTIAL THIRTY-EIGHT-FAMILY	195,000	215	1,025	195,000	215	1,025
RESIDENTIAL THIRTY-NINE-FAMILY	200,000	220	1,050	200,000	220	1,050
RESIDENTIAL FORTY-FAMILY	205,000	225	1,075	205,000	225	1,075
RESIDENTIAL FORTY-ONE-FAMILY	210,000	230	1,100	210,000	230	1,100
RESIDENTIAL FORTY-TWO-FAMILY	215,000	235	1,125	215,000	235	1,125
RESIDENTIAL FORTY-THREE-FAMILY	220,000	240	1,150	220,000	240	1,150
RESIDENTIAL FORTY-FOUR-FAMILY	225,000	245	1,175	225,000	245	1,175
RESIDENTIAL FORTY-FIVE-FAMILY	230,000	250	1,200	230,000	250	1,200
RESIDENTIAL FORTY-SIX-FAMILY	235,000	255	1,225	235,000	255	1,225
RESIDENTIAL FORTY-SEVEN-FAMILY	240,000	260	1,250	240,000	260	1,250
RESIDENTIAL FORTY-EIGHT-FAMILY	245,000	265	1,275	245,000	265	1,275
RESIDENTIAL FORTY-NINE-FAMILY	250,000	270	1,300	250,000	270	1,300
RESIDENTIAL FIFTY-FAMILY	255,000	275	1,325	255,000	275	1,325



GENERAL NOTES:
 1. ALL DIMENSIONS ARE IN FEET AND INCHES.
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 4. ALL DIMENSIONS ARE TO EXTERIOR UNLESS OTHERWISE NOTED.
 5. ALL DIMENSIONS ARE TO INTERIOR UNLESS OTHERWISE NOTED.
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 15. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 16. ALL DIMENSIONS ARE TO EXTERIOR UNLESS OTHERWISE NOTED.
 17. ALL DIMENSIONS ARE TO INTERIOR UNLESS OTHERWISE NOTED.
 18. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 19. ALL DIMENSIONS ARE TO EXTERIOR UNLESS OTHERWISE NOTED.
 20. ALL DIMENSIONS ARE TO INTERIOR UNLESS OTHERWISE NOTED.

GENERAL CALCULATIONS:
 1. TOTAL AREA OF PHASES 1-10: 1,100,000 SQ. FT.
 2. TOTAL AREA OF PHASES 1-10: 1,100,000 SQ. FT.
 3. TOTAL AREA OF PHASES 1-10: 1,100,000 SQ. FT.
 4. TOTAL AREA OF PHASES 1-10: 1,100,000 SQ. FT.
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 9. TOTAL AREA OF PHASES 1-10: 1,100,000 SQ. FT.
 10. TOTAL AREA OF PHASES 1-10: 1,100,000 SQ. FT.

PHASE 10 AREA = 10,000 SQ. FT.

PHASE 9 AREA = 10,000 SQ. FT.

PHASE 8 AREA = 10,000 SQ. FT.

PIETRELLA & PIETRELLA
 ARCHITECTS
 1000 W. 10TH AVENUE
 SUITE 100
 DENVER, CO 80202
 (303) 733-1000

CONTINENTAL ORGANICS, LLC
 1000 W. 10TH AVENUE
 SUITE 100
 DENVER, CO 80202
 (303) 733-1000

AMENDED SITE PLAN

DATE: 10/15/2010
 SCALE: 1" = 1000'

SHEET INDEX

SHEET 1: VITE MAIN
 SHEET 2: GRADING PLAN
 SHEET 3: LOT 68 LAYOUT
 SHEET 4: EROSION CONTROL PLAN
 SHEET 5: DETAILS

USDTM

FOR THE RECORD, THE STATE OF COLORADO HAS REVIEWED AND APPROVED THE SUBMITTALS FOR THIS PROJECT. THE REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE SUBMITTALS AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OR COMPLETENESS OF THE INFORMATION PROVIDED. THE USER OF THESE SUBMITTALS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR OBTAINING ALL NECESSARY INFORMATION FROM THE APPROPRIATE AGENCIES.



EXHIBIT "B"

ENCUMBRANCES

(See Annexed)

MEMORANDUM OF LEASE

1. Name and address of Landlord:

CONTINENTAL FARMS, LLC

2. Name and address of Tenant:

EMPIRE STATE COMPASSIONATE CARE, INC.

3. The Lease was executed on _____, 2015.

4. The Lease Premises are located in the Town of New Windsor, County of Orange, State of New York more fully described in Schedule A annexed to this Memorandum.

5. The Term of the Lease is 1 year, commencing on the 1st day of July, 2015, and ending on the day of 30th of June, 2016.

IN WITNESS WHEREOF, the parties have signed this Memorandum this 1 day of June, 2015.

LANDLORD:

CONTINENTAL FARMS LLC

By: _____

Michael C. Finnegan, CEO

TENANT:

Empire State Compassionate Care, Inc.

By: _____

David Weisser

On the _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared CONTINENTAL FARMS, LLC personally known to me or proved to me on

EXHIBIT "C"

TERM OF LEASE

Length of lease: One year with one year (12 months) renewable option lease.

SPECIAL CONDITIONS

The Lease is cancellable upon one month's written notice to the landlord which cancellation shall in no event be exercisable before August 30, 2015.

The parties agree to execute a Lease of not less than a ten years (10 years) time in the event that ESCC is issued a New York Medical Marijuana license in 2015.

MEMORANDUM OF LEASE

1. Name and address of Landlord:

CONTINENTAL FARMS LLC

2. Name and address of Tenant:

Continental Organics, LLC
4 London Avenue, Suite 100
New Windsor, New York 12550

3. The Lease was executed on _____, 2010.

4. The Lease Premises are located in the Town of New Windsor,
County of Orange _____, State of New York, more fully
described in Schedule A annexed to this Memorandum.

5. The Term of the Lease is 40 years, commencing on the
_____ day of _____, 2010, and ending on the
day of _____, 20_____.

IN WITNESS WHEREOF, the parties have signed this Memorandum
this _____ day of _____, 2010.

LANDLORD:

CONTINENTAL FARMS LLC

By: _____

Continental Farms, Jr., Manager

TENANT:

CONTINENTAL ORGANICS, LLC

By: _____

Michael Finnegan, Manager

STATE OF NEW YORK)

COUNTY OF ORANGE)

SS:

On the ____ day of _____, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL C. FINNEGAN, SR. personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity), and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

) SS:

COUNTY OF ORANGE)

On the _____ day of _____, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael Finnegan, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity), and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

EXHIBIT "A"

A5 TO LOT 69

SCHEDULE A DESCRIPTION

ALL that certain plot, piece, or parcel of land, situate, lying, and being in the Town of NEW WINDSOR, County of ORANGE, State of NEW YORK, bounded and described as follows:

BEGINNING at a point in the center of the Town Road known as MT. AIRY ROAD leading from STATE ROUTE #207 to STATE ROUTE #94, said point being in the northerly line of lands of HAROLD BAXTER, and

runs from thence along the center of said MT. AIRY ROAD,

North 0° 14' East 410.9 feet to a point:

thence along the same,

North 19° 40' East 60.0 feet to the southeasterly corner of lands conveyed by GEORGE JOHN SCHNELL and WIFE to PIERRE PAUL BELLE and MARILYN JOAN BELLE by Deed dated April 16, 1957;

thence leaving said Road and along said lands of BELLE,

North 72° 35' West 362.9 feet to an Iron pipe set in a stone wall in the line of lands of HAROLD BAXTER;

thence along said lands of BAXTER,

South 1° 40' East 80.55 feet to an Iron pipe:

thence still along the same and following a stone wall,

South 16° 32' West 321.7 feet to an Iron pipe set in an intersection of stone wall;

thence still along the same,

South 65° 40' East 454.0 feet to the place of BEGINNING.

EXCEPTING THEREFROM any portion lying within MT. AIRY ROAD,

EXHIBIT "A"

AS TO LOT 70

SCHEDULE A (Description)

ALL that certain piece or parcel of land, situate in the Town of New Windsor, County of Orange and State of New York, bounded and described as follows:

BEGINNING at an iron pipe set in a stone wall on the northerly property line of lands of Harold Baxter, said pipe being North 65 degrees 40 minutes West, 454 feet from the center of Mt. Airy Road leading from State Route 94 to State Route 207 and runs from said point of beginning along the lands of G.R. Baxter and following a stone wall part way, North 16 degrees 32 minutes East, 321.07 feet to an iron pipe;

THENCE still along the same and following a stone wall, North 01 degree 40 minutes West, 316.03 feet to an iron pipe;

THENCE still along the same, North 87 degrees 14 minutes West, 33.55 feet to an iron pipe set in another stone wall;

THENCE still along lands of G.R. Baxter and following said wall, North 02 degrees 20 minutes West, 398.07 feet to an iron pipe set in the intersection of stone walls in the line of lands of Cevasco;

THENCE along lands of Cevasco and following said wall, North 63 degrees 00 minutes West, 1227.02 feet to an iron pipe set in the intersection of stone walls;

THENCE along the same, North 28 degrees 27 minutes East, 317.03 feet to an iron pipe set in the intersection of stone walls;

THENCE along lands of Mt. St. Mary and following a stone wall, North 62 degrees 47 minutes West, 446.86 feet to an iron pipe set in the intersection of stone walls;

THENCE along lands of G.R. Baxter and following a stone wall, South 20 degrees 32 minutes West, 323.32 feet to a corner of stone walls;

THENCE along the same, South 63 degrees 44 minutes East, 95.00 feet to an iron pipe set in the intersection of stone walls;

THENCE still along the same, South 27 degrees 04 minutes West, 253.02 feet to an iron pipe set in the intersection of stone walls;

THENCE still along lands of G.R. Baxter, South 63 degrees 46 minutes East, 497.09 feet to an iron pipe set in the intersection of stone walls;

THENCE still along the same, South 04 degrees 23 minutes West, 796.01 feet to an iron pipe set in a stone wall in the northerly property line of lands of Harold Baxter;

THENCE along said lands and following said wall, South 65 degrees 40 minutes East, 1166.06 feet to place of beginning and containing 32.17 acres of land be the same more or less.

Said premises is more particularly bounded and described as follows:

SCHEDULE A (Description)

ALL that certain plot, piece or parcel of land, situate, lying and being in the Town of New Windsor, County of Orange and the State of New York, being more particularly bounded and described as follows:

BEGINNING at the point of intersection by the lands now or formerly of Continental Farms, LLC and Harold F. Baxter, Jr. by the premises to be described:

THENCE RUNNING from said point of beginning along the lands now or formerly of Continental Farms, LLC on the east and lands now or formerly of Belle in a northerly direction, the following six (6) courses and distances:

1. North 16 degrees 32 minutes 00 seconds East, 321.70 feet;
2. North 01 degree 40 minutes 00 seconds West, 316.30 feet;
3. North 87 degrees 14 minutes 00 seconds West, 33.55 feet;
4. North 02 degrees 20 minutes 00 seconds West, 397.20 feet;
5. North 62 degrees 53 minutes 45 seconds West, 1224.38 feet; and
6. North 28 degrees 18 minutes 00 seconds East, 317.30 feet to a point on the division line of lands now or formerly of Fayo and lands now or formerly of Baxter, the premises herein described;

THENCE RUNNING along the last mentioned division line, North 62 degrees 56 minutes 00 seconds West, 446.86 feet to a point on the division line between lands now or formerly of Guglielmucci and lands now or formerly of Baxter as the premises herein described;

THENCE RUNNING along the last mentioned division line, South 20 degrees 23 minutes 00 seconds West, 323.32 feet to a point on the division line between lands now or formerly of Hurban and Scudroni and lands now or formerly of Baxter as the premises herein described;

THENCE RUNNING along the last mentioned division line, the following two (2) courses and distances:

1. South 63 degrees 53 minutes 00 seconds East, 95.00 feet; and
2. South 26 degrees 55 minutes 00 seconds West, 252.20 feet to a point on the division line between lands now or formerly of Baxter lands now or formerly of Miller and lands now or formerly of Baxter as the premises herein described;

THENCE RUNNING along the last mentioned division line, South 63 degrees 46 minutes 00 seconds East, 497.00 feet to a point on the division line between lands now or formerly of Miller, lands now or formerly of Miller & Park and lands now or formerly of Baxter as the premises herein described;

THENCE RUNNING along the last mentioned division line, South 04 degrees 28 minutes 00 seconds West, 796.10 feet to a point on the division line between lands now or formerly of Baxter and the premises herein described;

THENCE RUNNING along the last mentioned division line, South 65 degrees 40 minutes 00 seconds East, 1166.00 feet to the point and place of BEGINNING.

SCHEDULE A (Exhibits)

TOGETHER WITH a certain Easement Agreement between Harold Baxter Jr., and Margaret Baxter, surviving life tenant and HB Junior's, LLC dated August 10, 2013 and to be recorded simultaneously herewith.

EXHIBIT "B"

AS TO LOT 69

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorney's fees or expenses) which arise by reason of:

1. Survey Reading - SEE SHEET ANNEXED.
2. No title is insured to any land lying in the bed of any street, road or avenue abutting, adjoining, passing through or crossing the premises herein.
3. Pending disbursement of the full proceeds of the loan secured by the mortgage described herein, this policy insures only to the extent of the amount actually disbursed plus interest accrued thereon, but increases as disbursements are made in good faith and without knowledge of any defects in, or objections to the title, up to the face amount of the policy. Title shall be continued down to the date of each disbursement and the Company shall furnish to the mortgagee a continuation report, stating whether since the date hereof or since the date of the last preceding continuation report any liens or encumbrances have been recorded, whether any taxes, assessments or other charges of whatever nature which have become due and payable have been paid, whether there are survey variations, encroachments, or violations of setback and whether there are any additional title exceptions or objections.

4. MORTGAGE

MORTGAGOR: CONTINENTAL FARMS, LLC and ORANGE COUNTY INDUSTRIAL DEVELOPMENT AGENCY

MORTGAGEE: PROVIDENT BANK

AMOUNT: \$3,334,400.00

RECORDED: 2/16/12

TAX PAID: \$__

DATED: 10/14/11

LIBER 13291 MP 1118

With Regard Thereto:

MORTGAGE MODIFICATION AGREEMENT made by PROVIDENT BANK, dated August 1, 2012, which reduces the amount of the mortgage to \$2,084,000.00, to be recorded.

SCHEDULE B (Continued)

MATTERS WHICH ARE SUBORDINATE TO THE MORTGAGE TO BE INSURED

1. Memorandum of Lease made between CONTINENTAL FARMS, LLC and the ORANGE COUNTY INDUSTRIAL DEVELOPMENT AGENCY dated 10/1/2011, recorded on 2/16/2012 in Liber 13291 Page 1144.
2. Memorandum of Lease made between CONTINENTAL FARMS, LLC and the ORANGE COUNTY INDUSTRIAL DEVELOPMENT AGENCY dated 10/1/2011, recorded on 2/16/2012 in Liber 13291 Page 1148.
3. Third Party Lender's Agreement made by and between Provident Bank and Empire State Certified Development Corporation, who contemporaneously will assign said Agreement to the U.S. Small Business Administration, dated August 1, 2012. to be recorded.

SURVEY READING

Survey made by Pietrzak & Pfau dated September 8, 2010 shows the premises improved by a one story framed building and the following:

- a. Easterly part of premises lies an undetermined distance within Mt. Airy Road; Rights of others by reason thereof.
- b. Dirt roads extend onto premises adjoining to the North and West; Rights and easements of others by reason thereof.
- c. Stone wall lies an undetermined distance west of part of westerly record line and South of southerly record line.
- d. One story building encroaches an undetermined distance onto premises adjoining to the South.
- e. Utility line extends onto premises adjoining to the South; Possible right and easements of others.

EXHIBIT "B"

AS TO LOT 70

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

Utility Company Easements recorded in Liber 672 page 359, Liber 759 page 11, Liber 1058 page 80, Liber 1719 page 588, Liber 2201 page 664, Liber 2216 page 906 and Liber 2269 page 1096

Gulf Oil Corporation – Oil and Gas Lease recorded in Liber 2198 page 333, assigned as to a 50% interest to Atlantic Richfield Company in Liber 2239 page 1124, said 50% interest was released in Liber 2664 page 145. However, the remaining 50% was not released as held by Gulf Oil Corporation.

Terms, Covenants, Conditions to purchase, if any, set forth in a certain lease by a Memorandum of Lease by and between Continental Farms, LLC and the Orange County Industrial Development Agency recorded in Liber 13291 page 1144.

Terms, Covenants and Conditions to purchase, if any set forth in a certain lease by and between Orange County Industrial Development Agency and Continental Farms, LLC, a Memorandum of which was recorded in Liber 13291 page 1148.

Terms, Covenants and Conditions to purchase, if any set forth in an unrecorded lease by and between HB Junior's LLC and Continental Farms, LLC, a Memorandum of Lease between the parties dated August 12, 2013 to be recorded simultaneously herewith.

Survey Reading – See Attached.

Pending disbursement of the full proceeds of the loan secured by the insured mortgage or deed of trust described in Schedule A, this policy at the effective date hereof insures only to the extent of the amount actually disbursed, but increases as each disbursement is made in good faith and without knowledge of any defects in or objection to the title, up to the face amount of the Policy. At the time of each disbursement of the proceeds of the loan, the title must be continued down to such time for possible liens, including mechanic's liens, or other defects or objections, intervening or recorded between the date hereof and the date of such disbursement, and the Company will furnish to the insured mortgagee a continuation report, stating whether since the date hereof or the date of the last preceding continuation report, any liens or encumbrances have been recorded, whether any taxes, assessments, or other charges of whatever nature which have become due and payable have been paid (but only where a tax search has been provided as part of the certificate and report of title), and whether, if the Company has been furnished with an updated survey, there are any survey variations, encroachments, or violation of setback requirements, and whether there are any additional title requirements or exceptions.

SCHEDULE B

In addition to the matters set forth in Part I of this Schedule, the title to the estate or interest in the land described or referred to in Schedule A is subject to the following matters, if any be shown, but the Company insures that these matters are subordinate to the lien or charge of the insured mortgage upon the estate or interest:

UCC-1: Debtor: Continental Organics, LLC, Secured Party: Orange County Trust Bank, Date: August 13, 2013 to be filed in the Orange County Clerk's Office.

UCC-1: Debtor: Continental Organics, LLC, Secured Party: Orange County Trust Bank, Date: August 13, 2013 to be filed with the Department of State, Albany, NY.

AGREEMENT OF STORE LEASE, made as of this 5 day of June 2015, between

DEZER PROPERTIES 146 LLC, 89 Fifth Avenue, New York, New York 10003,
party of the first part, hereinafter referred to as OWNER, and

EMPIRE STATE COMPASSIONATE CARE, INC., party of the second part, hereinafter referred to as TENANT,

Witnesseth: Owner hereby leases to Tenant and Tenant hereby hires from Owner
Entire Ground Floor & Portion of Basement, as per attached floor plan (hereinafter the "demised premises")

in the building known as **146-150 West 25th Street, New York, NY** (hereinafter the "Building")

in the Borough of Manhattan, City of New York, for the term of **sixty (60) months**
(or until such term shall sooner cease and expire as hereinafter provided) to commence on

October 1, 2015, and to end on **September 30, 2020**,

both dates inclusive, at the annual rental rate of [See Attached Rent Schedule, Rider No. 1]

which Tenant agrees to pay in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, in equal monthly installments in advance of the first day of each month during said term, at the office of Owner or such other place as Owner may designate, without any set off or deduction whatsoever, except that Tenant shall pay the first monthly installments (s) on the execution hereof (unless this lease be a renewal).

The parties hereto, for themselves, their heirs, distributees, executors, administrators, legal representatives, successors and assigns, hereby covenant as follows:

Rent: 1. Tenant shall pay the rent as above and as hereinafter provided.

Occupancy: 2. Tenant shall use and occupy demised premises for a **New York State authorized medical marijuana dispensary** and for no other purpose. Tenant shall at all times conduct its business in a high grade and reputable manner, shall not violate Article 37 hereof, and shall keep show windows and signs in a neat and clean condition.

Alterations: 3. Tenant shall make no changes in or to the demised premises of any nature without Owner's prior written consent. Subject to the prior written consent of Owner, and to the provisions of this article, Tenant at Tenant's expense, may make alterations, installations, additions or improvements which are non-structural and which do not affect utility services or plumbing and electrical lines, in or to the interior of the demised premises by using contractors or mechanics first approved by Owner. Tenant shall, before making any alterations, additions, installations or improvements, at its expense, obtain all permits, approvals and certificates required by any governmental or quasi-governmental bodies and (upon completion) certificates of final approval thereof and shall deliver promptly duplicates of all such permits, approvals and certificates to Owner and Tenant agrees to carry and will cause Tenant's contractors and sub-contractors to carry such workman's compensation, general liability, personal and property damage insurance as Owner may require. If any mechanic's lien is filed against the demised premises, or the building of which the same forms a part, for work claimed to have been done for, or materials furnished to, Tenant, whether or not done pursuant to this article, the same shall be discharged by Tenant within thirty days thereafter, at Tenant's expense, by filing the bond required by law. All fixtures and all paneling, partitions, railings and like installations, installed in the premises at any time, either by Tenant or by Owner on Tenant's behalf, shall, upon installation, become the property of Owner and shall remain upon and be surrendered with the demised premises unless Owner, by notice to Tenant no later than twenty days prior to the date fixed as the termination of the lease, elects to relinquish Owner's right thereto and to have them removed by Tenant, in which event the same shall be removed from the premises by Tenant prior to the expiration of the lease, at Tenant's expense. Nothing in this Article shall be construed to give Owner title to or to prevent Tenant's removal of trade fixtures, moveable office furniture and equipment, but upon removal of any such from the premises or upon removal of other installations as may be required by Owner, Tenant shall immediately and at its expense, repair and restore the premises to the condition existing prior to installation and repair any damage to the demised premises or the building due to such removal. All property permitted or required to be removed, by Tenant at the end of the term remaining in the premises after Tenant's removal shall be deemed abandoned and may, at the election of Owner, either be retained as Owner's property or removed from the premises by Owner at Tenant's expense.

Repairs: 4. Owner shall maintain and repair the public portions of the building, both exterior and interior, except that if Owner allow Tenant to erect on the outside of the building a sign or signs, or a hoist, lift or sidewalk elevator for the exclusive use of Tenant, Tenant shall maintain such exterior installations in good appearance and shall cause the same to be operated in a good and workmanlike manner and shall make all repairs thereto necessary to keep same in good order and condition, at Tenant's own cost and expense, and shall cause the same to be covered by the insurance provided hereafter in Article 8. Tenant shall, throughout the term of this lease, take good care of the demised premises and the fixtures and appurtenances therein, and sidewalks adjacent thereto, and at

its sole cost and expense, make all non-structural repairs thereto as and when needed to preserve them in good working order and condition, reasonable wear and tear, obsolescence and damage from the elements, fire or other casualty, excepted. If the demised premises be or become infested with vermin, Tenant shall, at Tenant's expense, cause the same to be exterminated from time to time to the satisfaction of Owner. Except as specifically provided in Article 9 or elsewhere in this lease, there shall be no allowance to the Tenant for the diminution of rental value and no liability on the part of Owner by reason of inconvenience, annoyance or injury to business arising from Owner, Tenant or others making or failing to make any repairs alterations, additions or improvements in or to any portion of the building including the erection or operation of any crane, derrick or sidewalk shed, or in or to the demised premises or the fixtures, appurtenances or equipment thereof. The provisions of this Article 4 with respect to the making of repairs shall not apply in the case of fire or other casualty which are dealt with in article 9 hereof.

Window Cleaning: 5. Tenant will not clean nor require, permit, suffer or allow any window in the demised premises to be cleaned from the outside in violation of Section 202 of the New York State Labor Law or any other applicable law or of the Rules of the Board of Standards and Appeals, or of any other Board or body having or asserting jurisdiction.

Requirements of Law, Fire Insurance: 6. Prior to the commencement of the lease term, if Tenant is then in possession, and at all times thereafter, Tenant shall, at Tenant's sole cost and expense, promptly comply with all present and future laws, orders and regulations of all state, federal, municipal and local governments, departments, commissions and boards including the operation of a medical marijuana dispensary, and any direction of any public officer pursuant to law, and all orders, rules and regulations of the New York Board of Fire Underwriters of the Insurance Services Office, or any similar body which shall impose any violation, order or duty upon Owner or Tenant with respect to the demised premises, and with respect to the portion of the sidewalk adjacent to the premises, if the premises are on the street level, whether or not arising out of Tenant's use or manner of use thereof, or with respect to the building (including the use permitted under the lease.) Except as provided in Article 29 hereof, nothing herein shall require Tenant to make structural repairs or alterations unless Tenant has by its manner of use of the demised premises or method of operation therein, violated any such laws, ordinances, orders, rules, regulations or requirements with respect thereto. Tenant shall not do or permit any act or thing to be done in or to the demised premises which is contrary to law, or which will invalidate or be in conflict with public liability, fire or other policies of insurance at any time carried by or for the benefit of Owner. Tenant shall pay all costs, expenses, fines, penalties or damages, which may be imposed upon Owner by reason of Tenant's failure to comply with the provisions of this article. If the fire insurance rate shall, at the beginning of the lease or at any time thereafter, be higher than it otherwise would be, then Tenant shall

reimburse Owner, as additional rent hereunder, for that portion of all fire insurance premiums thereafter paid by Owner which shall have been charged because of such failure by Tenant, to comply with the terms of this article. In any action of proceeding wherein Owner and Tenant are parties, a schedule or "make-up" of rate for the building or demised premises issued by a body making fire insurance rates applicable to said premises shall be conclusive evidence of the facts therein stated and of the several items and charges in the fire insurance rate then applicable to said premises.

Subordination 7. This lease is subject and subordinate to all ground or underlying leases and to all mortgages which may now or hereafter affect such leases or the real property of which demised premises are a part and to all renewals, modifications, consolidations, replacements and extensions of any such underlying leases and mortgages. This clause shall be self-operative and no further instrument of subordination shall be required by any ground or underlying lessor or by any mortgagee, affecting any lease or the real property of which the demised premises are a part. In confirmation of such subordination, Tenant shall execute promptly any certificate that Owner may request.

Tenant's Liability Insurance Property Loss, Damage, Indemnity: 8. Owner or its agents shall not be liable for any damage to property of Tenant or of others entrusted to employees of the building, nor for loss of or damage to any property of Tenant by theft or otherwise nor for nor for any injury or damage to persons or property resulting from any cause of whatsoever nature, unless caused by or due to the negligence of Owner, its agents, servants or employees. Owner or its agents will not be liable for any such damage caused by other tenants or persons in, upon or about said building or caused by operations in construction of any private, public or quasi-public work. Tenant agrees, at Tenant's sole cost and expense, to maintain general public liability insurance in standard form in favor of Owner and Tenant against claims for bodily injury or death or property damage occurring in or upon the demised premises, effective from the date Tenant enters into possession and during the term of this lease. Such insurance shall be in an amount and with carriers acceptable to the Owner. Such policy or policies shall be delivered to the Owner. On Tenant's default in obtaining or delivering any such policy or policies or failure to pay the charges therefor, Owner may secure or pay the charges for any such policy or policies and charge the Tenant as additional rent therefor. Tenant shall indemnify and save harmless Owner against and from all liabilities, obligations, damages, penalties, claims, costs and expenses for which Owner shall not be reimbursed by insurance including reasonable attorney's fees, paid, suffered or incurred as a result of any breach by Tenant, Tenant's agent, contractors, employees, invitees, or licensees, of any covenant on condition of this lease, or the carelessness, negligence or improper conduct of the Tenant, Tenant's agents, contractors, employees, invitees, or licensees, of any covenant on condition of this lease, or the carelessness, negligence or improper conduct of the Tenant, Tenant's agents, contractor, employee, invitee or licensee of any subtenant. In case any action or proceeding is brought against Owner by reason of any such claim, Tenant, upon written notice from Owner, will, at Tenant's expense, resist or defend such action or proceeding by Counsel approved by Owner in writing, such approval not to be unreasonably withheld.

Destruction, Fire and Other Casualty: 9. (a) If the demised premises or any part thereof shall be damaged by fire or other casualty, Tenant shall give immediate notice thereof to Owner and this lease shall continue in full force and effect except as hereinafter set forth. (b) If the demised premises are partially damaged or rendered partially unusable by fire or other casualty, the damages thereto shall be repaired by and at the expense of Owner and the rent, until such repair shall be substantially completed, shall be apportioned from the day following the casualty according to the part of the premises which is usable. (c) If the demised premises are totally damaged or rendered wholly unusable by fire or other casualty, then the rent shall be proportionately paid up to the time of the casualty and thenceforth shall cease until the date when the premises shall have been repaired and restored by Owner, subject to Owner's right to elect not to restore the same as hereinafter provided. (d) If the demised premises are rendered wholly unusable or (whether or not the demised premises are damaged in whole or in part) if the building shall be so damaged that Owner shall decide to demolish it or to rebuild it, then, in any of such events, Owner may elect to terminate this lease by written notice to tenant given within 90 days after such fire or casualty specifying a date for the expiration of the lease, which date shall not be more than 60 days after the giving of such notice, and upon the date specified in such notice the term of this lease shall expire as fully and completely as if such date were the date set forth above for the termination of this lease and Tenant shall forthwith quit, surrender and vacate the premises without prejudice however, to Owner's rights and remedies against Tenant under the lease provisions in effect prior to such termination, and any rent owing shall be paid up to such date and any payments of rent made by Tenant which were on account of any period subsequent to such date shall be returned to Tenant. Unless Owner shall serve a termination notice as provided for herein, Owner shall make the repairs and restorations under the conditions of (b) and (c) hereof, with all reasonable expedition subject to delays due to adjustment of insurance claims, labor troubles and causes beyond Owner's control. After any such casualty, Tenant shall cooperate with Owner's restoration by removing from the premises as promptly as reasonably possible, all of Tenant's salvagable inventory and movable equipment, furniture, and other property. Tenant's liability for rent shall resume five (5) days after written notice from Owner that the premises are substantially ready for Tenant's occupancy. (e) Nothing contained hereinabove shall relieve Tenant from liability that may exist as a result of damage from fire or other casualty. Notwithstanding the foregoing, each party shall look first to any insurance in its favor before making any claim against the other party for recovery for loss or damage resulting from fire or other casualty, and to the extent that such insurance is in force and collectible and to the extent permitted by law, Owner and Tenant each hereby releases and waives all right of recovery against the other or any one claiming through or under each of them by way of subrogation or otherwise. The foregoing release and waiver shall be in force only if both releasers' insurance policies contain a clause providing that such a release or waiver shall not invalidate the insurance and

also, provided that such a policy can be obtained without additional insurance premiums. Tenant acknowledges that Owner will not carry insurance on Tenant's furniture and/or furnishings or any fixtures or equipment, improvements, or appurtenances rentable by Tenant and agrees that Owner will not be obligated to repair any damage thereto or replace the same. (f) Tenant hereby waives the provisions of Section 227 of the Real Property Law and agrees that the provisions of this article shall govern and control in lieu thereof.

Eminent Domain: 10. If the whole or any part of the demised premises shall be acquired or condemned by Eminent Domain for any public or quasi-public use or purpose, then and in that event, the term of this lease shall cease and terminate from the date of title vesting in any such proceeding and Tenant shall have no claim for the value of any unexpired term of said lease.

Assignment, Mortgage, Etc.: 11. Tenant, for itself, its heirs, distributees, executors, administrators, legal representatives, successors and assigns expressly covenants that it shall not assign, mortgage or encumber this agreement, nor underlet, or suffer or permit the demised premises or any part thereof to be used by others, without the prior written consent of Owner in each instance. If this lease be assigned, or if the demised premises or any part thereof be underlet or occupied by anybody other than Tenant, Owner may, after default by Tenant, collect rent from the assignee under tenant or occupant as tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained. The consent by Owner to an assignment or underletting shall not be in any wise be construed to relieve Tenant from obtaining the express consent in writing of Owner to any further assignment or underletting.

Electric Current: 12. Rates and conditions in respect to submetering or rent inclusion, as the case may be, to be added in ~~the~~ RIDER attached hereto. Tenant covenants and agrees that all times its use of electric current shall not exceed the capacity of existing feeders to the building or the risers or wiring installation and Tenant may not use any electrical equipment which, in Owner's opinion, reasonably exercised, will overload such installations or interfere with the use thereof by other tenants of the building. The change at any time of the character of electric service shall in no wise make Owner liable or responsible to Tenant, for any loss, damages or expenses which Tenant may sustain.

Access to Premises: 13. Owner or Owner's agents shall have the right (but shall not be obligated) to enter the demised premises in any emergency at any time, and, at other reasonable times to examine the same and to make such repairs, replacements and improvements as Owner may deem necessary and reasonably desirable to any portion of the building or which Owner may elect to perform, in the premises, following Tenant's failure to make repairs or perform any work which Tenant is obligated to perform under this lease, or for the purpose of complying with the laws, regulations and other directions of governmental authorities. Tenant shall permit Owner to use and maintain and replace pipes and conduits in and through the demised premises and to erect new pipes and conduits therein, provided they are within the walls. Owner may, during the progress of any work in the demised premises, take all necessary materials and equipment into said premises without the same constituting an eviction nor shall the Tenant be entitled to any abatement of rent while such work is in progress nor to any damages by reason of loss or interruption of business or otherwise. Throughout the term hereof Owner shall have the right to enter the demised premises at reasonable hours for the purpose of showing the same to prospective purchasers or mortgagees of the building, and during the last six months of the term for the purpose of showing the same to prospective tenants and may, during said six months period, place upon the premises the usual notice "To Let" and "For Sale" which notices Tenant shall permit to remain thereon without molestation. If Tenant is not present to open and permit an entry into the premises, Owner or Owner's agents may enter the same whenever such entry may be necessary or permissible by master key or forcibly and provided reasonable care is exercised to safeguard Tenant's property and such entry shall not render Owner or its agents liable therefor, nor in any event shall the obligations of Tenant hereunder be affected. If during the last month of the term Tenant shall have removed all or substantially all of Tenant's property therefrom, Owner may immediately enter, alter, renovate or redecorate the demised premises without limitation or abatement of rent, or incurring liability to Tenant for any compensation and such act shall have no effect on this lease or Tenant's obligations hereunder. Owner shall have the right at any time, without the same constituting an eviction and without incurring liability to Tenant therefor to change the arrangement and/or location of public entrances, passageways, doors, doorways, corridors, elevators, stairs, toilets, or other public parts of the building and to change the name, number of designation by which the building may be known.

Vault, Vault Space, Area: 14. No vaults, vault space or area, whether or not enclosed or covered, not within the property line of the building is leased hereunder, anything contained in or indicated on any sketch, blue print, or plan, or anything contained elsewhere in this lease to the contrary notwithstanding. Owner makes no representation as to the location of the property line of the building. All vaults and vault space and all such areas not within the property line of the building, which Tenant may be permitted to use and/or occupy, is to be used and/or occupied under a revocable license, and if any such license be revoked, or if the amount of such space or area be diminished or required by any federal, state or municipal authority or public utility, Owner shall not be subject to any liability nor shall Tenant be entitled to any compensation or diminution or abatement of rent, nor shall such revocation, diminution or requisition be deemed constructive or actual eviction. Any tax, fee or charge of municipal authorities for such vault or area shall be paid by Tenant.

Occupancy: 15. Tenant will not at any time use or occupy the demised premises in violation of, Articles 2 or 37 hereof, or of, the certificate of occupancy issued for the building of which the demised premises are a part. Tenant has inspected the premises and accepts them as is, subject to the riders annexed hereto with respect to Owner's work, if any. In any event, Owner makes no representation as to the condition of the

premises and Tenant agrees to accept the same subject to violations whether or not of record.

Bankruptcy: 16. (a) Anything elsewhere in this lease to the contrary notwithstanding, this lease may be cancelled by Landlord by the sending of a written notice to Tenant within a reasonable time after the happening of any one or more of the following events: (1) the commencement of a case in bankruptcy or under the laws of any state naming Tenant as the debtor; or (2) the making by Tenant of an assignment or any other arrangement for the benefit of creditors under any state statute. Neither Tenant nor any person claiming through or under Tenant, or by reason of any statute or order of court, shall thereafter be entitled to possession of the premises demised but shall forthwith quit and surrender the premises. If this lease shall be assigned in accordance with its terms, the provisions of this Article 16 shall be applicable only to the party then owning Tenant's interest in this lease. (h) It is stipulated and agreed that in the event of the termination of this lease pursuant to (a) hereof, Owner shall forthwith, notwithstanding any other provisions of this lease to the contrary, be entitled to recover from Tenant as and for liquidated damages an amount equal to the difference between the rent reserved hereunder for the unexpired portion of the term demised and the fair and reasonable rental value of the demised premises for the same period. In the computation of such damages the difference between the any installment of rent becoming due hereunder after the date of termination and the fair and reasonable rental value of the demised premises for the period for which such installment was payable shall be discounted to the date of termination at the rate of four per cent (4%) per annum. If such premises or any part thereof be re-let by the Owner for the unexpired term of said lease, or any part thereof, before presentation of proof of such liquidated damages to any court, commission or tribunal, the amount of rent reserved upon such re-letting shall be deemed to be the fair and reasonable rental value for the part of the whole of the premises so re-let during the term of the re-letting. Nothing herein contained shall limit or prejudice the right of the Owner to prove for and obtain as liquidated damages by reason of such termination, an amount equal to the maximum allowed by any statute of law in effect at the time when, and governing the proceedings in which, such damages are to be proved, whether or not such amount greater, equal to, or less than the amount of the difference referred to above.

Default: 17. (1) If Tenant defaults in fulfilling any of the covenants of this lease other than the covenants for the payment of rent or additional rent, or if the demised premises become vacant or deserted; or if any execution or attachments shall be issued against Tenant or any of Tenant's property whereupon the demised premises shall be taken or occupied by someone other than Tenant; or if this lease be rejected under Section 365 of Title II of the U.S. Code (Bankruptcy Code); or if Tenant shall fail to move into or take possession of the premises within fifteen (15) days after the commencement of the term of this lease, of which fact Owner shall be the sole judge, then, in any one or more of such events, upon Owner serving a written five (5) days' notice upon Tenant specifying the nature of said default and upon the expiration of said five (5) days, if Tenant shall have failed to comply with or remedy such default, or if the said default or omission complained of shall be of a nature that the same cannot be completely cured or remedied within said five (5) day period, and if Tenant shall not have diligently commenced curing such default within such five (5) day period, and shall not thereafter with reasonable diligence and in good faith lease and the term thereof and Tenant shall then quit and surrender the demised premises to Owner but Tenant shall remain liable as hereinafter provided (2) If the notice provided for in (1) hereof shall have been given, and the term shall expire as aforesaid; or if Tenant shall make default in the payment of the rent reserved herein or any item of additional rent herein mentioned or any part of either or in making any other payment herein required; then and in any of such events Owner may without notice, re-enter the demised premises either by force or otherwise, and dispossess Tenant by summary proceedings or otherwise, and the legal representative of Tenant or other occupant of demised premises and remove their effects and hold the premises as if this lease had not been made, and Tenant hereby waives the service of notice of intention to re-enter or to institute legal proceedings to that end.

Remedies of Owner and Waiver of Redemption 18. In case of any such default, re-entry, expiration and/or dispossession by summary proceedings or otherwise, (a) the rent, and additional rent, shall become due thereupon and be paid up to the time of such reentry, dispossession and/or expiration. (h) Owner may re-let the premises or any part or parts thereof, either in the name of Owner or otherwise, for a term or terms, which may at Owner's option be less than or exceed the period which would otherwise have constituted the balance of the term of this lease and may grant concessions or free rent or charge a higher rental than that in this lease, and/or © Tenant or the legal representatives of Tenant shall also pay Owner as liquidated damages for the failure of Tenant to observe and perform said Tenant's covenants herein contained, any deficiency between the rent hereby reserved and/or covenanted to be paid and the net amount, if any, of the rents collected on account of the subsequent lease or leases of the demised premises for each month of the period which would otherwise have constituted the balance of the term of this lease. The failure of Owner to re-let the premises or any part or parts thereof shall not release or affect Tenant's liability for damages. In computing such liquidated damages there shall be added to the said deficiency such expenses as Owner may incur in connection with re-letting, such as legal expenses, attorney's fees, brokerage, advertising and for keeping the demised premises in good order or for preparing the same for re-letting. Any such liquidated damages shall be paid in monthly installments by Tenant on the rent day specified in this lease. Owner, in putting the demised premises in good order or preparing the same for re-rental may, at Owner's option, make such alterations, repairs, replacements, and/or decorations in the demised premises as Owner, in Owner's sole judgment, considers advisable and necessary for the purpose of re-letting the demised premises, and the making of such alterations, repairs, replacements, and/or decorations shall not operate or be construed to release Tenant from liability. Owner shall in no event be liable in any way whatsoever for failure to re-let the demised premises, or in the event that the demised premises are re-let, for failure to collect the rent thereof under such re-letting, and in no event shall Tenant be entitled to receive any excess, if any, of such net rent collected over the sums payable by Tenant to Owner hereunder. In the event of a breach or threatened breach by Tenant or

any of the covenants or provisions hereof, Owner shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings and other remedies were not herein provided for. Mention in this lease of any particular remedy, shall not preclude Owner from any other remedy, in law or in equity. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws.

Fees and Expenses 19. If Tenant shall default in the observance or performance of any term or covenant on Tenant's part to be observed or performed under or by virtue of any of the terms or provisions in any article of this lease, then, unless otherwise provided elsewhere in this lease, Owner may immediately or at any time thereafter and without notice perform the obligation of Tenant thereunder, and if in the covenant to pay rent hereunder, makes any expenditures or incurs any obligations for the payment of money, including but not limited to attorney's fees, in instituting, prosecuting or defending any actions or proceeding, such sums so paid or obligations incurred with interest and costs shall be deemed to be additional rent hereunder and shall be paid by Tenant to Owner within five (5) days of rendition of any bill or statement to Tenant therefor, and if Tenant's lease term shall have expired at the time of making of such expenditures or incurring of such obligations, such sums shall be recoverable by Owner as damages

No Representations by Owner: 20. Neither Owner nor Owner's agents have made any representations or promises with respect to the physical condition of the building, the land upon which it is erected or the demised premises, the rents, leases, expenses of operation, or any other matter or thing affecting or related to the premises except as herein expressly set forth and no rights, easements or licenses are acquired by Tenant by implication or otherwise except as expressly set forth in the provisions of this lease. Tenant has inspected the building and the demised premises and is thoroughly acquainted with their condition, and agrees to take the same "as is" and acknowledges that the taking of possession of the demised premises by Tenant shall be conclusive evidence that the said premises and the building of which the same form a part were in good and satisfactory condition at the time such possession was so taken, except as to latent defects. All understandings and agreements heretofore made between the parties hereto arc merged in this contract, which alone fully and completely expresses the agreement between Owner and Tenant and any executory agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of it in whole or in part, unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge or abandonment is sought.

End of Term: 21. Upon the expiration or other termination of the term of this lease, Tenant shall quit and surrender to Owner the demised premises, broom clean, in good order and condition, ordinary wear accepted, and Tenant shall remove all its property. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of this lease. If the last day of the term of this lease or any renewal thereof, falls on Sunday, this lease shall expire at noon on the preceding Saturday unless it be a legal holiday in which case it shall expire at noon on the preceding business day.

Quiet Enjoyment: 22. Owner covenants and agrees with Tenant that upon Tenant paying the rent and additional rent and observing and performing all the terms, covenants and conditions, on Tenant's part to be observed and performed, Tenant may peaceably and quietly enjoy the premises hereby demised, subject, nevertheless, to the terms and conditions of this lease including, but not limited to, Article 33 hereof and to the ground leases, underlying leases and mortgages hereinbefore mentioned.

Failure to Give Possession: 23. If Owner is unable to give possession of the demised premises on the date of the commencement of the term hereof, because of the holding-over or retention of possession of any tenant, undertenant or occupants, or if the premises are located in a building being constructed, because such building has not been sufficiently completed to make the premises ready for occupancy or because of the fact that a certificate of occupancy has not been procured or for any other reason, Owner shall not be subject to any liability for failure to give possession on said date and the validity of the lease shall not be impaired under such circumstances, nor shall the same be construed in any wise to extend the term of this lease, but the rent payable hereunder shall be abated (provided Tenant is not responsible for the inability to obtain possession) until after Owner shall have given Tenant written notice that the premises are substantially ready for Tenant's occupancy. If permission is given to Tenant to enter into the possession of the demised premises specified as the commencement of the term of this lease Tenant covenants and agrees that such occupancy shall be deemed to be under all the terms, covenants, conditions and provision of this lease, except as to the covenant to pay rent. The provisions of this article are intended to constitute "an express provision to the contrary" within the meaning of Section 223a of the New York Real Property Law

No Waiver: 24. The failure of Owner to seek redress for violation of, or insist upon the strict performance of any covenant or condition of this lease or of any of the Rules or Regulations set forth or hereafter adopted by Owner, shall not prevent a subsequent act which would have originally constituted a violation from having all the force and effect of an original violation. The receipt by owner of rent with knowledge of the breach of any covenant of this lease shall not be deemed a waiver of such breach and no provision of this lease shall be deemed to have been waived by Owner unless such waiver be in writing signed by Owner. No payment by Tenant or receipt by Owner of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement of any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Owner may accept such check or payment without prejudice to Owner's right to recover the balance of such rent or pursue any other remedy in this lease provided. No act or thing done by Owner or Owner's agent during the term hereby demised shall be deemed in acceptance of a

surrender of said premises and no agreement to accept such surrender shall be valid unless in writing signed by Owner. No employee of Owner or Owner's agent shall have any power to accept the keys of said premises prior to the termination of the lease and the delivery of keys to any such agent or employee shall not operate as a termination of the lease or a surrender of the premises.

Waiver of 25. It is mutually agreed by and between Owner and
Trial by Tenant that the respective parties hereto shall and
Jury: they hereby do waive trial by jury in any action,
proceeding or counterclaim brought by either of the
parties hereto against the other (except for personal injury or property
damage) on any matters whatsoever arising out of or in any way connected
with this lease, the relationship of Owner and Tenant, Tenant's use of or
occupancy of said premises, and any emergency statutory or any other
statutory remedy. It is further mutually agreed that in the event Owner
commences any summary proceeding for possession of the premises, Tenant
will not interpose any counterclaim of whatever nature or description in any
such proceeding.

Inability to 26. This lease and the obligation of Tenant to
Perform: pay rent hereunder and perform all of the other
covenants and agreements hereunder on part of Tenant
to be performed shall in no way be affected, impaired or excused because
Owner is unable to fulfill any of its obligations under this lease or to supply or
is delayed in supplying any service expressly or impliedly to be supplied or is
unable to make, or is delayed making any repair, additions, alteration or
decorations or is unable to supply or is delayed in supplying any equipment or
fixtures if Owner is prevented or delayed from so doing by reason of strike or
labor troubles, government preemption in connection with a National
Emergency or by reason of any rule, order or regulation of any department or
subdivision thereof of any government agency or by reason of any rule, order
or regulation of any department or subdivision thereof of any government
agency or by reason of the conditions of supply and demand which have been
or are affected by war or other emergency, or when, in the judgment of
Owner, temporary interruption of such services is necessary by reason of
accident, mechanical breakdown, or to make repairs, alterations or
improvements.

Bills and 27. Except as otherwise in this lease provided,
Notices: a bill, statement, notice or communication which
Owner may desire or be required to give to Tenant,
shall be deemed sufficiently given or rendered if, in writing, delivered to
Tenant personally or sent by registered or certified mail addressed to Tenant at
the building of which the demised premises for a part of at the last known
residence address or business address of Tenant or left at any of the aforesaid
premises addressed to Tenant, and the time of the rendition of such bill or
statement and of the giving of such notice or communication shall be deemed
to be the time when the same is delivered to Tenant, mailed, or left at the
premises as herein provided. Any notice by Tenant to Owner at the address
first hereinabove given or at such other address as Owner shall designate by
written notice.

Water 28. If Tenant required, uses or consumes water
Charges: for any purpose in addition to ordinary lavatory
purposes (of which fact Tenant constitutes Owner to be
the sole judge). Owner may install a water meter and thereby measures
Tenant's water consumption for all purposes. Tenant shall pay Owner for the
cost of the meter and the cost of the installation thereof and throughout the
duration of Tenant's occupancy Tenant shall keep said meter and installation
equipment in good working order and repair at Tenant's own cost and
expense. Tenant agrees to pay for water consumed, as shown on said meter and
when bills are rendered. Tenant covenants and agrees to pay the sewer
rent, charge or any other tax, rent, levy or charge which now or hereafter
is assessed, imposed or a lien upon the demised premises or the realty of which
they are part pursuant to law, order or regulation made or issued in connection
with the use, consumption, maintenance or supply of water, water system or
payable by Tenant as additional rent. If the building or the demised premises
or any part thereof be supplied with water through a meter through which
water is also supplied to other premises Tenant shall pay to Owner as
additional rent on the first day of the month, \$150.00 of the total meter
charges, as Tenant's portion.
Independently of and in addition to any of the remedies reserved to Owner
hereinabove or elsewhere in this lease, Owner may sue for and collect any
monies to be paid by Tenant or paid by Owner for any of the reasons or
purposes hereinabove set forth.

Sprinklers: 29. Anything elsewhere in this lease to the
contrary notwithstanding, if the New York Board of
Fire Under-writers of the Insurance Services Office or any bureau, department
or official of the federal, state or city government require or recommend the
installation of a sprinkler system or that any changes, modifications,
alterations, or additional sprinkler heads or other equipment be made or
supplied in an existing sprinkler system by reason of Tenant's business, or the
location of partitions, trade fixture, or other contents of the demised premises,
or for any other reason, or if any such sprinkler systems installations, changes,
modifications, alterations, additional sprinkler heads or other such equipment,
become necessary to prevent the imposition of a penalty or charge against the
full allowance for a sprinkler system in the fire insurance rate set by any said
Exchange or by any fire insurance company, Tenant shall, at Tenant's
expense, promptly make such sprinkler system installation, changes,
modifications, alterations and supply additional sprinkler heads or other
equipment as required whether the work involved shall be structural or non-
structural in nature. Tenant shall pay to Owner as additional rent the sum of
\$150.00 on the first day of each month during the term of this lease, as
Tenants of the contract price for sprinkler supervisory service.

Heat, 30. As long as Tenant is not in default under
Cleaning: any of the covenants of this lease Owner shall, if and
insofar as existing facilities permit furnish heat to the
demised premises, when and as required by law, on business days from 8:00
a.m. to 6:00 p.m. and on Saturdays from 8:00 a.m. to 1:00 p.m. Tenant shall at
Tenant's expense, keep demised premises are situated on the street floor.
Tenant shall, at Tenant's own expense, make all repairs and replacement to

the sidewalks and curbs adjacent thereto, and keep said sidewalks and curbs
free from snow, ice, dirt and rubbish. Tenant shall pay to Owner the cost of
removal of any of Tenant's refuse and rubbish from the building. Bills for the
same shall be rendered by Owner to Tenant at such times as Owner may elect
and shall be due and payable when rendered, and the amount of such bills
shall be deemed to be, and be paid as, additional rent. Tenant shall, however,
have the option of independently contracting for the removal of such rubbish
and refuse in the event that Tenant does not wish to have same done by
employees of Owner. Under such circumstances, however, the removal of
such refuse and rubbish by others shall be subject to such rules and
regulations as, in the judgment of Owner, are necessary for the proper
operation of the building.

Security: 31. Tenant has deposited with Owner the sum
of \$160,000.00 as security for the faithful performance
and observance by Tenant of the terms, provisions and conditions of this
lease: it is agreed that in the event Tenant defaults in respect of any of the
terms, provisions and conditions of this lease, including, but not limited to, the
payment of rent and additional rent, Owner may use, apply or retain the whole
or any part of the security so deposited to the extent required for the payment
of any rent and additional rent or any other sum as to which the Tenant is in
default or for any sum which Owner may expend or may be required to
expend by reason of Tenant's default in respect of any of the terms, covenants
and conditions of this lease, including but not limited to, any damages or
deficiency accrued before or after summary proceedings or other re-entry by
Owner. In the event that Tenant shall fully and faithfully comply with all of
the terms, provisions, covenants and conditions of this lease, the security shall
be returned to Tenant after the date fixed as the end of the Lease and after
delivery of entire possession of the demised premises to Owner. In the event of
a sale of the land and building or leasing of the building, of which the
demised premises form a part, Owner shall have the right to transfer the
security to the vendee or lessee and Owner thereupon be released by Tenant
from all liability for the return of such security under this lease; and Tenant
agrees to look to the new Owner solely for the return of said security, and it is
agreed that the provision hereof shall apply to every transfer or assignment
made of the security to a new Owner. Tenant further covenants that it will not
assign or encumber or attempt to assign or encumber the monies deposited
herein as security and that neither Owner nor its successors or assigns shall be
bound by any such assignment, encumbrance, attempted assignment or
attempted encumbrance.
See Rider No. 1

Captions: 32. The Captions are inserted only as a matter
of convenience and for reference and in no way define.
limit or describe the scope of this lease nor their intent of any provision
thereof.

Definitions: 33. The term "Owner" as used in this lease
means only the owner of the fee or of the leasehold
of the building, or the mortgagee in possession, for the time being of the land
and building (or the owner of a lease of the building or of the land and
building) of which the demised premises form a part, so that in the event of
any sale or sales of said land and building or of said lease, or in the event of
a lease of said building, or of the land and building, the said Owner shall be and
hereby is entirely freed and relieved of all covenants and obligations of Owner
hereunder, and it shall be deemed and construed without further agreement
between the parties or their successors in interest, or between the parties and
the purchaser, at any such sale, or the said lessee of the building, or of the land
and building, that the purchaser or the lessee of the building has assumed and
agreed to carry out any and all covenants and obligations of Owner hereunder.
The words "re-enter" and "re-entry" as used in this lease are not restricted to
their technical legal meaning. The term "rent" includes the annual rental rate
whether so-expressed or expressed in monthly installments, and "additional
rent," "Additional rent" means all sums which shall be due to new Owner
from Tenant under this lease, in addition to the annual rental rate. The term
"business days" as used in this lease, shall exclude Saturdays (except such
portion thereof as is covered by specific hours in Article 31 hereof), Sundays
and all days observed by the State or Federal Government as legal holidays
and those designated as holidays by the applicable building service union
employees service contract or by the applicable Operating Engineers contract
with respect to HVAC service.

Adjacent 34. If an excavation shall be made upon land
Excavation-- adjacent to the demised premises, or shall be
Shoring: authorized to be made, Tenant shall afford to the person
causing or authorized to cause such excavation, license
to enter upon the demised premises for the purpose of doing such work as said
person shall deem necessary to preserve the wall or the building of which the
demised premises form a part from injury or damage and to support the same
by proper foundations without any claim for damages or indemnity against
Owner, or diminution or abatement of rent.

Rules and 35. Tenant and Tenant's servants, employees,
Regulations: agents, visitors, and licensees shall observe faithfully,
and comply strictly with, the Rules and Regulations
annexed hereto and such other and further reasonable Rules and Regulations
as Owner or Owner's agents may from time to time adopt. Notice of any
additional rules or regulations shall be given in such manner as Owner may
elect. In case Tenant disputes the reasonableness of any additional Rule or
Regulation hereafter made or adopted by Owner or Owner's agents, the
parties hereto agree to submit the question of the reasonableness of such Rule
or Regulation for decision to the New York office of the American Arbitration
Association, whose determination shall be final and conclusive upon the
parties hereto. The right to dispute the reasonableness of any additional Rule
and Regulation upon Tenant's part shall be deemed waived unless the same
shall be asserted by service of a notice, in writing upon Owner within ten (10)
days after the giving of notice thereof. Nothing in this lease contained shall
be construed to impose upon Owner any duty or obligation to enforce the
Rules and Regulations or terms, covenants or conditions in any other lease, as
against any other tenant and Owner shall not be liable to Tenant for violation
of the same by any other tenant, its servants, employees, agents, visitors or
licensees.

Glass: 36. Owner shall replace, at the expense of the Tenant, any and all plate and other glass damaged or broken from any cause whatsoever in and about the demised premises. Owner may insure, and keep insured, at Tenant's expense, all plate and other glass in the demised premises for and in the name of Owner. Bills for the premiums therefor shall be rendered by Owner to Tenant at such times as Owner may

elect, and shall be due from, and payable by, Tenant when rendered, and the amount thereof shall be deemed to be, and be paid, as additional rent.

Pornographic Uses Prohibited 37. Tenant agrees that the value of the demised premises and the reputation of the Owner will be seriously injured if the premises are used for any obscene or pornographic purposes or any sort of commercial sex establishment. Tenant agrees that Tenant will not bring or permit any obscene or pornographic material on the premises, and shall not permit or conduct any obscene, nude, or semi-nude live performances on the premises, nor permit use of the premises for nude modeling, rap sessions, or as a so-called rubber goods shops, or as a sex club of any sort, or as a "massage parlor." Tenant agrees further that Tenant will not permit any of these uses by any sublessee or assignee of the premises. This Article shall directly bind any successors in interest to the Tenant. Tenant agrees that if at any time, Tenant violates any of the provisions of this Article, such violation

shall be deemed a breach of a substantial obligation of the terms of this lease and objectionable conduct. Pornographic material is defined for purposes of this Article as any written or pictorial matter with prurient appeal or any objects of instrument that are primarily concerned with lewd or prurient sexual activity. Obscene material is defined here as it is in Penal Law §235.00.

Estoppel Certificate: 38. Tenant, at any time, and from time to time, upon at least (ten) days' prior notice by Owner, shall execute acknowledge and deliver to Owner, and/or to any other person, firm or corporation specified by Owner, a statement certifying that this Lease is unmodified in full force and effect (or, if there have been modifications that the same is in full force and effect as modified and stating the modifications), stating the dates to which the rent and additional rent have been paid, and stating whether or not there exists any default by Owner under this Lease, and, if so, specifying each such default.

Successors and Assigns: 39. The covenants, conditions and agreements contained in this lease shall bind and inure to the benefit of Owner and Tenant and their respective heirs, distributees, executors, administrators, successors, and except as otherwise provided in this lease, their assigns.

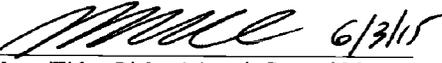
[Rider(s) No.(s) 1 and Floor Plan attached hereto and made a part hereof.]

IN WITNESS THEREOF, Owner and Tenant have respective signed and sealed this lease as of the day and year above written.

Witness for Owner:

DEZER PROPERTIES 146 LLC

BY: _____

BY:  6/3/15
Name/Title: Richard Angel, General Manager

Witness for Tenant:

EMPIRE STATE COMPASSIONATE CARE, INC.

BY: _____

BY:  *president*
Name/Title: ~~Michael Weisses~~
David Weisses



ACKNOWLEDGMENTS

CORPORATE OWNER
STAT OF NEW YORK, s.s.:
County of

On this day of .20 before me

personally came
to me known, who being by me duly sworn, did depose and say that he resides
in

that he is the of

the corporation described in and which executed the foregoing instrument, as
OWNER: that he knows the seal of said corporation; that the seal affixed to
said instrument is such corporate seal: that it was so affixed by the order of the
Board of Directors of said corporation, and that he signed his name thereto by
like order.

INDIVIDUAL OWNER
STATE OF NEW YORK, s.s.:
County of

On this day of .20 before me

personally came

to me known and known to me to be the individual
described in and who, as OWNER, executed the foregoing instrument and
acknowledged to me that he executed the same.

RULES AND REGULATIONS ATTACHED TO AND
MADE A PART OF THIS LEASE IN ACCORDANCE WITH
ARTICLE 35.

- 1. The sidewalks, entrance, driveways, passages, courts, elevators,
vestibules, stairways, corridors, or halls shall not be obstructed or encumbered
by any Tenant or used for any purpose other than for ingress to and egress
from the demised premises and for delivery of merchandise and equipment in
a prompt and efficient manner using elevators and passageways designated for
such delivery by Owner. There shall not be used in any space, or in the public
hall of the building, either by any Tenant or by jobbers, or others in the
delivery or receipt of merchandise, any hand trucks except those equipped
with rubber tires and safeguards.
2. If the premises are situated on the ground floor of the building, Tenant
thereof shall further, at Tenant's expense, keep the sidewalks and curb in front
of said premises clean and free from ice, snow, etc.
3. The water and wash closets and plumbing fixtures shall not be used for
any purposes other than those for which they were designed or constructed.
4. Tenant shall not use, keep or permit to be used or kept any foul or noxious
gas or substance in the demised premises, or permit or suffer the demised
premises to be occupied or used in a manner offensive or objectionable to
Owner or other occupants of the building by reason of noise, odors and/or
vibrations or interfere in any way with other Tenants or those having business
therein.
5. No sign, advertisement, notice or other lettering shall be exhibited,
inscribed, painted or affixed by any Tenant on any part of the outside of the
demised premises or the building or on the inside of the demised premises if
the same is visible from the outside of the premises without the prior written
consent of Owner, except that the name of Tenant may appear on the entrance
door of the premises. In the event of the violation of the foregoing by any
Tenant, Owner may remove same without any liability and may charge the
expense incurred by such removal to Tenant or Tenants violating this rule.
Signs on interior doors and directory tablet shall be inscribed, painted or
affixed for each Tenant by Owner at the expense of such Tenant, and shall be
of a size, color and style acceptable to Owner.

CORPORATE TENANT
STATE OF NEW YORK, s.s.:
County of

On this day of .20 before me

personally came
to me known, who being by me duly sworn, did depose and say that he resides
in

that he is the of

the corporation described in and which executed the foregoing instrument, as
TENANT; that he knows the seal of said corporation; that the seal affixed to
said instrument is such corporate seal: that it was so affixed by order of the
Board of Directors of said corporation, and that he signed his name thereto by
like order.

INDIVIDUAL TENANT
STATE OF NEW YORK s.s.:
County of

On this day of .20 before me

personally came

to me known and known to me to be the individual
described in and who, as TENANT, executed the foregoing instrument and
acknowledged to me that he executed the same.

- 6. No Tenant shall mark, paint, drill into, or in any way deface any part of
the demised premises or the building of which they form a part. No boring,
cutting or stringing of wires shall be permitted, except with the prior written
consent of Owner, and as Owner may direct. No Tenant shall lay linoleum, or
other similar floor covering, so that the same shall come in direct contact with
the floor of the demised premises, and, if linoleum or other similar floor
covering is desired to be used in interlining of builder's deadening felt shall be
first affixed to the floor, by a paste or other material, soluble in water, the use
of cement or other similar adhesive material being expressly prohibited.
7. Freight, furniture, business equipment, merchandise and bulky matter of
any description shall be delivered to and removed from the premises only on
the freight elevators and through the service entrances and corridors, and only
during hours and in a manner approved by Owner. Owner reserves the right to
inspect all freight to be brought into the building and to exclude from the
building all freight which violates any of these Rules and Regulations or the
lease of which these Rules and Regulations are a part.
8. Owner reserves the right to exclude from the building between the hours
of 6 P.M. and 8 A.M. and at all hours on Sundays, and holidays all persons
who do not present a pass to the building signed by Owner. Owner will
furnish passes to persons for whom any Tenant requests same in writing. Each
Tenant shall be responsible for all persons for whom he requests such pass
and shall be liable to Owner for all acts of such person.
9. Owner shall have the right to prohibit any advertising by any Tenant
which, in Owner's opinion, tends to impair the reputation of Owner or its
desirability as a building for stores or offices, and upon written notice from
Owner, Tenant shall refrain from or discontinue such advertising.
10. Tenant shall not bring or permit to be brought or kept in or on the
demised premises, any inflammable, combustible, or explosive fluid, material,
chemical or substances, or cause or permit any odors of cooking or other
processes, or any unusual or other objectionable odors to permeate in or
emanate from the demised premises.
11. Tenant shall not place a load on any floor of the demised premises
exceeding the floor load per square foot area which it was designed to carry
and which is allowed by law. Owner reserves the right to prescribe the weight
and position of all safes, business machines and mechanical equipment. Such
installations shall be placed and maintained by Tenant at Tenant's expense in
setting sufficient in Owner's judgment to absorb and prevent vibration, noise
and annoyance.

GUARANTY

The undersigned Guarantor guarantees to Owner, Owner's successors and
assigns, the full performance and observance of all the agreements to be
performed and observed by Tenant in the attached Lease, including the "Rules
and Regulations" as therein provided, without requiring any notice to
Guarantor of nonpayment or nonperformance, or proof, or notice of demand,
to hold the undersigned responsible under this guaranty, all of which the
undersigned hereby expressly waives and expressly agrees that the legality of
this agreement and the agreements of the Guarantor under this agreement shall
not be ended, or changed by reason of the claims to Owner against Tenant of
any of the rights or remedies given to Owner as agreed in the attached Lease.

The Guarantor further agrees that this guaranty shall remain and continue in
full force and effect as to any renewal, change or extension of the Lease. As a
further inducement to Owner to make the Lease Owner and Guarantor agree
that in any action or proceeding brought by either Owner or the Guarantor
against the other on any matters concerning the Lease or of this guaranty that
Owner and the undersigned shall and do waive trial by jury.

Guarantor

[Handwritten signature]

In the event of any inconsistencies or contradiction between the Rider and preprinted portion of this Lease, the Rider shall govern.

40. **Base Rent.**

A. Tenant shall pay base annual rent in accordance with the following schedule:

Term	Monthly Amount	Annual Amount
10/1/15 - 9/30/16	\$40,000.00	\$480,000.00
10/1/16 - 9/30/17	\$41,200.00	\$494,400.00
10/1/17 - 9/30/18	\$42,436.00	\$509,232.00
10/1/18 - 9/30/19	\$43,709.08	\$524,508.96
10/1/19 - 9/30/20	\$45,020.35	\$540,244.20

41. **INTENTIONALLY LEFT BLANK**

42. **Security.**

- A. Tenant has deposited with the Owner the sum of \$20,000.00 which shall be applied to total security deposit of \$160,000.00, thereby leaving a balance due by August 7, 2015 of \$140,000.00. Modifying paragraph 31 of the printed part of the lease and notwithstanding anything contained herein, Owner and Tenant agree that the security deposit shall be adjusted annually so that the security deposited with Owner shall always equal four times the current monthly base rent. On each anniversary date of the commencement of the term of this lease, tenant will deposit with Owner the additional sum as security required so that the total security deposit shall be equal to four times the then current monthly base rent.
- B. Notwithstanding paragraph 32 of this Lease, Landlord shall have sixty (60) days upon which to return Tenant's security deposit, or any portion remaining therein, upon Tenant's delivery of the Demised Premises to Landlord and its satisfactory compliance with the terms and conditions contained in this Lease.
- C. It is agreed and understood by the parties hereto that the Tenant has made application for one of five New York State medical marijuana licenses. The parties anticipate that the State of New York will render its decision as to the award of the licenses on or before August 7, 2015. In the event Tenant is not awarded one of the five medical marijuana licenses by the state, then the parties agree that the \$20,000 good faith deposit that has been paid herewith shall be forfeited and this lease will become null and void and of no further force and effect and Tenant will have no further obligations to Landlord.

43. **Additional Rent; Late Charges.**

- A. As used in this lease, "Additional Rent" (whether capitalized or not) shall be and consist of all sums of money, costs, expenses, or charges of any kind or amount whatsoever (other than Base Annual Rent) which Tenant assumes or agrees to pay, or which become due and payable by Tenant to Owner pursuant to this lease. If Tenant fails to pay any Additional Rent, Owner shall have the same rights and remedies under this lease as in the case of non-payment of Base Annual Rent.
- B. Whenever Tenant is required by the terms of this lease and the Riders thereto to pay to Owner a sum of money and payment is not made within ten (10) days after the same becomes due, a late charge shall be imposed on said sum or so much thereof as shall be unpaid, from the date it becomes due until it is paid. Such late charge shall be equal to \$250.00 or five (5%) percent of the sum of money that was not paid within the ten (10) days from the due date per month. In addition, in the event the Tenant owes the Landlord in excess of one month base rent, or in the event the tenant has timely failed to comply with any nonmonetary obligation as provided for by this Lease, then the Owner shall, upon twenty (20) days written notice to cure to the Tenant, have the right to terminate this Lease and exercise its options set forth in paragraphs "17(1)" and "17(2)" herein, which said paragraphs the Tenant hereby acknowledges having read and being fully familiar with.
- C. Tenant will be charged \$250.00 Dollars as additional rent, for service of a three (3) day Notice of Default. To save this fee, rent must be received prior to the 10th of each month.
- D. In the event Tenant's check is dishonored by Landlord's bank due to insufficient funds, Tenant shall be responsible for a \$100.00 fee each time, which fee shall constitute additional rent. Landlord reserves the right to demand certified or bank funds in payment of rent if Tenant "bounces" three (3) checks in any rental year.

44. **Renovations, Alterations and Improvements.**

- A. If Tenant desires to perform any renovations, alterations, and improvements of any kind or nature in the premises during the term of this lease, as long as it affects the structural integrity of the Demised Premises or the building (hereinafter referred to as "Tenant's Work"), it will do so in accordance with Owners' written approval process which shall include among other things, an escrow to be deposited for the faithful performance and appropriate New York City agency sign-off of the work, and only in accordance with plans and specifications which are first submitted to and approval by Owner. Said approval shall not be deemed Owner's consent to any specific contractor or subcontractor to perform said work, as required by Section 3 of the lien law. Said approval will be given merely for the convenience of the Tenant. Owner shall provide Tenant with its comments on the proposed work no more than ten (10) business days after its receipt of Tenant's plans and Tenant shall provide Owner with revised plans, at least three (3) business days prior to the commencement of Tenant's Work, incorporating Owner's comments. If Owner and Tenant cannot agree on the scope, nature and manner of Tenant's Work, Owner's

decision shall prevail. If Owner shall approve the plans and specifications for Tenant's Work, Tenant shall, before commencement thereof:

1. Obtain the necessary consents, authorizations, licenses and permits from all federal, state and/or municipal authorities having jurisdiction over such work;
 2. Furnish to Owner a copy of the contract made by Tenant with the contractor and/or other person or persons who will perform Tenant's Work, which contract will provide among other things,
 - (a) that the work will be done in accordance with the approved plans and specifications and the consents, authorizations and licenses obtained;
 - (b) that the contractor or other persons performing the work will look solely to Tenant for payment and will hold Owner and the demised premises and the building containing the demised premises free from all liens and claims of all persons furnishing labor or materials therefor, or both;
 - (c) that similar waivers of the right to file Mechanic's Liens shall be obtained from any and all contractors, subcontractors, suppliers and/or materialmen; and copies of said lien waivers given to Owner, prior to any work undertaken or materials fabricated and/or delivered to the Building by any said contractor, subcontractor, supplier and/or material man; and
 3. Furnish to Owner a certificate or certificates of Workmen's Compensation Insurance covering all persons who will perform Tenant's Work for Tenant or any contractors, subcontractor or any other person.
 4. Furnish to Owner an original policy of public liability insurance covering Owner in limits of five hundred thousand (\$500,000.00) dollars for injuries or damages to any one person, one million (\$1,000,000.00) dollars in any one accident or disaster and one hundred thousand (\$100,000.00) dollars with respect to property damage, with an insurance company approved by Owner. Such policy shall be maintained at all times during the progress of Tenant's Work and until completion thereof, and shall provide that no cancellation shall be effective unless ten (10) days' prior written notice has been given to Owner.
- B. Tenant agrees to indemnify and save Owner harmless from and against any and all bills for labor performed and equipment, fixtures and materials, furnished to Tenant and from and against any and all liens, bills or claims there for or against the demised premises or the building containing the same and from and against all losses, damages, costs, expenses, suits and claims whatsoever in connection with Tenant's Work. The cost of Tenant's Work shall be paid for by Tenant in such a manner and at such times so that the demised premises and the building containing the same shall at all times be free of liens for labor and material supplied or claimed to have been supplied. Tenant may arrange for removal of any such liens by bonding with a reputable bonding company.
- C. In case of any default or threatened default by Tenant under the provisions of this Article 47, Owner, in addition to any other rights and remedies it may have by reason thereof, shall be entitled to a decree specifically enforcing the provisions of this Article and enjoining Tenant from continuing or performing any installation or work which shall have created such default.
- D. Notwithstanding any other term or provision in this Lease, Tenant may perform any interior and decor improvements of any kind or nature in the Demised Premises without required Owners consent provided that:
1. such action does not affect the structure or integrity of the Demised Premises;
 2. such action complies with Articles 45 and 49 hereof.

45. Insurance.

- A. Tenant shall obtain and keep in full force and effect during the term of this lease, or on and after the date in which Tenant receives a medical marijuana license from the State of New York, at its own cost and expense, comprehensive public liability and property damage insurance with a broad form contractual liability endorsement with a minimum limit of liability of \$1,000,000.00 for injury or death and damages to any one person, \$3,000,000.00 for injury or death arising out of any one occurrence, and \$1,000,000.00 for damage to property, naming Owner and Tenant as insured against any and all claims for personal injury, death or property damage occurring in, upon, adjacent to, or connected with the demised premises or any part thereof. In the event that such insurance coverage is not available, then Tenant may substitute for the foregoing similar insurance coverage in the maximum amount obtainable, not to exceed the foregoing minimum limits. Said insurance is to be written by insurance companies of recognized standing, authorized to do business in the State of New York. Tenant shall pay all premiums and charges therefor and upon failure to do so Owner may, but shall not be obligated to make such payments, in which event Tenant agrees to pay the amount thereof to Owner on demand, as additional Rent. Such policies shall contain a provision that no act or omission of Tenant will affect or limit the obligation of the insurance company to pay the amount of any loss sustained and shall be non-cancelable except upon thirty (30) days' advance written notice to Owner. In the event Tenant shall fail to obtain such insurance, Owner may, but shall not be obligated to, obtain the same, in which event the amount of the premium paid shall be paid by Tenant to Owner upon demand as additional Rent. Owner shall have the right at any time and from time to time during the term of this lease on not less than fifteen (15) days' notice to Tenant to require that Tenant increase the amounts and/or types of coverage required to be maintained under this Article to the amounts and/or types of coverages then required of tenants entering into new leases for similar space and usage in the Chelsea area.
- B. Each party hereby releases the other party with respect to any claim (including a claim for negligence) which it might otherwise have against the other party for loss, damage or destruction with respect to its property (including rental value or business interruption) occurring during the term of this lease to the extent to which such party is insured under a policy containing a waiver of subrogation or naming the other party as an additional insured, as provided in Article 9 of the printed part of this lease or in this Article 45. If, notwithstanding the recovery of insurance proceeds by either party for loss, damage or destruction of its property (or rental value or business

interruption) the other party is liable to the first party with respect thereto or is obligated under this lease to make replacement, repair or restoration, then provided the first party's right of full recoupage under its insurance policies is not thereby prejudiced or otherwise adversely affected, the amount of the net proceeds of the first party's insurance against such loss, damage or destruction shall be offset against the other party's liability to the first party therefor, or shall be made available to the other party to pay for replacement, repair or restoration, as the case may be.

- C. The waiver of subrogation referred to in Section B of this Article 45 shall extend to the agents and employees of each party and, in the case of Tenant, shall also extend to all other permitted occupants of the demised premises, but only if and to the extent that such waiver can be obtained without additional charge (unless such party shall pay such charge). Nothing contained in this Article 45 shall be deemed to relieve either party from any duty imposed elsewhere in this lease to repair, restore or rebuild or to nullify any abatement of Fixed Annual Rent provided for elsewhere in this lease.
- D. Any employee of the Building to whom property shall be entrusted by or on behalf of Tenant shall be deemed to be acting as Tenant's agent with respect to such property and neither Owner nor its agents shall be liable for any damage to such property nor for the loss of or damage to any property of Tenant by theft or otherwise.
- E. Tenant shall deliver to Owner a duplicate original "Certificate of Insurance" within seven (7) days from the commencement date of the term of this Lease and a copy of the actual policy which demonstrates that the insurance company acknowledges that the Owner is in fact an additional insured. Failure to so provide Owner with these documents and maintain such insurance shall be deemed a MATERIAL DEFAULT.

46. **Certificates by Tenant.**

- A. At any time and from time to time, Tenant, for the benefit of Owner and the holder of any fee mortgage covering the Land or the Land and Building containing the Demised Premises, on at least five (5) days' prior written request by Owner, will deliver to Owner a statement, certifying that this Lease is not modified and is in full force and effect (or if there shall have been modifications that the same is in full force and effect as modified), and stating the modifications, the commencement and expiration dates hereof, the dates to which the Fixed Rent, Additional Rent and other charges have been paid, and whether or not, to the best knowledge of the signer of such statement, there are any then existing defaults on the part of either Owner or Tenant in the performance of the terms, covenants and conditions of this Lease, and if so, specifying the default of which the signer of such statement has knowledge.
- B. If any prospective mortgagee of the Land, Building or any leasehold interest therein requires, as a condition precedent to issuing its loan, the modification of this Lease in such manner as does not materially lessen Tenant's rights or increase its obligations hereunder, Tenant shall not delay or withhold its consent to such modification and shall execute and deliver such confirming documents therefore as such mortgagee requires.

47. **Holdover, Use and Occupancy.**

- A. Owner and Tenant acknowledge and agree that should Tenant hold over in possession after the expiration or sooner termination of the original term or of any extended term of this lease, such holding over shall not be deemed to extend the term or renew the lease, but such holding over thereafter shall continue upon the covenants and conditions herein set forth except that the charge for use and occupancy of such holding over for each calendar month or part thereof (even if such part shall be a small fraction of a calendar month) shall be the sum of:
 - a) 1/12 of the highest annual base rent rate set forth in this lease, times 2.5, plus,
 - b) 1/12 of all other items of both annual additional rent and miscellaneous additional rent which would have been payable monthly pursuant to this lease, had this lease not expired, which, total sum Tenant agrees to pay to Owner as consideration for Tenant's use and occupation of the premises promptly upon demand, in full, without set off. Owner and Tenant further understand and agree that all of the foregoing charges for use and occupancy are fair and reasonable charges and shall not be deemed a penalty.
- B. It is expressly agreed by Tenant that Tenant shall not have the right to occupy the premises for residential and/or living purposes. Tenant shall not have the right to install any furnishing, fixtures and/or appliances commonly used in residential units, including but not limited to any, beds, bureaus, wardrobes, clothes washers and/or dryers, tubs and/or showers.
- C. Notwithstanding anything to the contrary contained in this lease, it is expressly understood and agreed by Tenant that in the event Owner has not received any payment due under this lease within fifteen (15) days from the due date, or in the event that Tenant fails to comply with any nonmonetary obligation set forth in this lease beyond all applicable grace periods, Owner, upon twenty (20) days written Notice To Cure to Tenant, shall have the right to discontinue any and all building services and/or utility services to the demised premises until tenant shall have either vacated the demised premises and surrendered possession thereof or fully complied with said Lease. In addition, Tenant expressly agrees not to commence any action or proceeding against Owner for any loss or damages claimed by Tenant in connection with Owner's discontinuance of any building service and/or utility service in compliance with this paragraph.
- D. It is further understood and expressly agreed by Tenant that if during the term of the lease, Tenant, its representatives, agents, employees and/or invitees and/or the demised premises sustains any injury or damage not caused by the actions and/or inactions of Owner, including but not limited to water damage to the demised premises caused by the actions or inactions of other occupants of the building, neither Tenant nor its representatives, agents and/or insurers shall at any time institute any claims, actions, proceedings or suits against Owner and/or its employees, representatives, agents or insurers. In addition, Tenant agrees to indemnify and hold harmless Owner, and Owner's employees, representatives, agents and insurers from and against any and all claims against Owner or its employees, representatives, agents or insurers of whatever nature arising from injury or damage to the Tenant and/or the demised premises, including all legal fees and other litigation costs, provided said injury or damage was not caused by actions or inactions of Owner.

12 @

- E. All of Tenant's agreements contained in this paragraph shall survive the expiration of the lease or sooner termination.
- F. Any breach of any of Tenant's obligations referred to in this paragraph shall be an event of substantial default under this Lease and the Owner shall have the remedies provided herein together with any other remedy under law or equity. Owner shall have the remedies provided herein.
48. **Condition of Demised Premises.** Tenant shall take possession of the demised premises "as is" condition.
49. **Taxes.** The Tenant agrees to pay as additional rent **15.40%** of any and all increases in Real Estate Taxes above the Real Estate Taxes for the **2015 to 2016** New York City Fiscal Year (the Base Year) imposed on the property on or the Building in which the Premises are located with respect to every Tax Year or part thereof during the term of this lease, whether any such increase results from a higher tax rate or an increase in the assessed valuation of the property, or both. A copy of the Tax Bill shall be deemed sufficient evidence to warrant this charge. The Tenant shall not be entitled to commence on behalf of the Owner any proceeding to reduce such taxes. Such annual increases shall be payable pro rata in 1/12th monthly payments. Owners failure to bill the Tenant for such additional rent charges shall not in any way be deemed as a waiver of the Tenants obligations herein described.
50. **Use of the Demised Premises.**
- A. Tenant agrees to use, occupy, operate and maintain the demised premises throughout the term of this lease solely as a **Medical Marijuana Dispensary and Related Activities** and in a manner which shall not detract from the reputation of the Building. Tenant further agrees to discontinue immediately, after demand by Owner, and as often as such demand shall be made, the display window or otherwise, advertisement in or with respect to the Demised Premises or any part thereof, of any article or material or the manner of display or advertisement of same to which the Owner shall reasonably object, and to remove from the Demised Premises immediately after demand by Owner, and as often as such demand shall be made, any sign, advertisement, display (window or otherwise), to which Owner shall object, but nothing contained in this Article 46 shall be deemed to grant to Tenant any right to install or maintain any such sign, advertisement, poster, exhibit or display. Tenant further agrees not to use or permit to be used the sidewalks or other space outside of the Demised Premises for any display, sale or similar undertaking or storage or distribute or permit to be distributed handbills or any other matter to customers in front of the Demised Premises.
- B. Tenant agrees to comply with all rules, regulations, laws and statutes relating to the use and operation of the Demised Premises, in accordance with Article 2, hereof, including but not limited to the obtaining of all applicable licenses and permits. Tenant shall comply with all requirements of law as to the installation, maintenance and inspection of ventilation and exhaust systems with regard to grease-laden vapors and fumes from all cooking equipment and appliances installed in the demised premises. Tenant shall install and maintain at its expense such required and approved chemical extinguishing devices as specified by the Fire Insurance Rating Organization as well as automatic and manual gas shut-off devices, if gas is to be used at the demised premises.
- C. Tenant shall obtain at its sole cost and expense all necessary devices so as to prevent any obnoxious fumes from permeating or from emanating from the Demised Premises.
- D. Tenant shall comply with all standards and/or recommendations of the Insurance Services Office of New York in connection with insuring the Building in which the Demised Premises are a part. Tenant shall pay the increased cost of Owner's insurance premium caused by the Tenant's failure to comply therewith. Payment of such sums shall be deemed to be additional rent and shall be due and payable to the Owner promptly upon receipt by Tenant of a statement from Owner or Owner's insurance agent showing the said increase.
- E. Tenant may install and connect all of its utility wastelines to those now existing in the Building, but agrees not to use the plumbing for any purpose other than that for which it was constructed and agrees further not to permit any food, or other foreign substance to be thrown or drawn into the pipes. Tenant agrees to maintain the plumbing that it installs in good order, repair and condition and to promptly repair any damage resulting from any violation of this Article. Tenant further agrees to install a grease trap in the demised premises prior to opening for business in order to inhibit the flow or leakage of grease into the sewer. Tenant further agrees to promptly make any other repairs to other plumbing in the Building if the damage results from Tenant's improper use of such plumbing.
- F. Tenant shall not install any store front, signs, canopies, awnings, exterior decorations, projections, curtains, blinds, shades, screens, advertisements, notices or lettering on glass (including any changes thereto) unless Owner shall have approved Tenant's plans for any such installation as to quality, type, dimension, content, color, material, locations, manner of installation and design prior to Tenant's making any such installation. Any such installation shall be made and performed in accordance with Article 3 of the printed part of this lease as modified by Article 47 herein. Tenant agrees to remove immediately, after demand by Owner, and as often as such demand shall be made, any sign, display, or other material located in the demised premises and visible from outside the Demised Premises to which Owner shall object, unless Owner has previously approved such sign, display or other material. No material alterations to the storefront whatsoever may be made at any time during the term of this lease without Owner's prior written consent.
- G. Tenant, at Tenant's expense, shall keep the Demised Premises in good order, shall cause the Demised Premises and the foyer, store front, the entrance doors and all glass surfaces (interior and exterior) and any service entrance area to be cleaned at regular intervals (but not less frequently than once a day), shall at all times keep the sidewalk directly in front of the Demised Premises and the area eighteen (18) inches into the street, clean and free of all trash rubbish garbage, dirt, refuse, snow and ice. In addition, Tenant, at Tenant's expense shall not at any time sweep any refuse, rubbish or dirt into the gutters or streets, shall cause Tenant's refuse and rubbish to be removed regularly and before it becomes a nuisance, by a private garbage collection company at Tenant's expense. Tenant shall cause the removal of such refuse and rubbish and shall comply with any and all regulations and requirements as, in Owner's reasonable judgment, are necessary for the proper maintenance operation of the building. In the event the Tenant or Owner are issued a violation for rubbish outside the demised Premises by the New York City Department of Sanitation or other New York City agency having jurisdiction thereunder. Tenant shall be solely responsible to answer said violation, and pay any applicable fines or penalties that may be due. In the event

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Owner is forced to pay fine due to Tenant's default, Tenant shall be responsible for the fine plus an administrative charge of \$250.00, both of which shall constitute additional rent.

- H. Tenant shall not do or permit any act or thing to be done in the Demised Premises which would subject Owner to any liability or responsibility for injury or damages to persons or property or to any liability by reason of any violation of law or of any legal requirement of public authority, but shall exercise such control over the Demised Premises as to protect Owner against any such liability. Tenant agrees to indemnify and save harmless Owner from and against: (a) all claims of whatever nature against Owner arising from any act on the part of Tenant, its contractors, agents, licensees, invitees, employees; and (b) any breach by Tenant of any act required to be fulfilled herein or any act Tenant is refrained from committing herein. This indemnity shall include all liability, fines, suits, demands, and costs and expenses of same, including but not limited to all costs to discharge and vacate any and all mechanic's liens which may be filed against the Building by persons employed by Tenant, and to any and all attorney's fees.
- I. In the event any air-conditioning equipment is, or becomes installed in the Demised Premises, whether window type or otherwise, Tenant agrees that, in either making, servicing, repairing, or maintaining such installation, Tenant will comply with all applicable laws, ordinances, regulations, orders and/or requirements of any governmental party asserting jurisdiction, as well as all requirements of the New York Board of Fire Underwriters. Tenant will pay any and all taxes and fees that may be payable by either Owner or Tenant in connection with the installation, regular servicing and repair maintenance and/or use of such air conditioning equipment. Tenant will install, service, repair, maintain and remove said equipment at its own cost and expense and will repair any and all damage caused by such installation, maintenance or removal. Additionally, Tenant agrees to hold Owner harmless and indemnify Owner from any claim, demand, loss, damage or expense which may be made against or imposed upon Owner by any third party by reason of Tenant's installation, maintenance, misuse or removal of such air conditioning equipment.
- J. Tenant shall not obstruct the sidewalk or curbs abutting the Building or other entrances to the Building or any loading areas.

51. **Operation of Business.** Tenant agrees to be open for business and to operate in the demised premises during the entire term of this lease, and to conduct its business at all times in a reputable, respectful manner with due regard to the nature of the business and medical necessity for its patrons in New York County, maintaining at all times a reasonable staff of employees and a reasonable stock of merchandise. Failure by Tenant to be open for business and to operate shall entitle Owner in addition to other remedies provided in this lease, to mandatory injunctive relief. Tenant, at Tenant's expense, shall promptly comply with all present and future laws, ordinances, orders, rules, regulations and requirements of all governmental authorities having jurisdiction, affecting or applicable to the demised premises or the cleanliness, safety, occupancy and use of the same, whether or not any such law, ordinance, order, rule, regulation or requirement is substantial, or foreseen or unforeseen, or ordinary or extraordinary, provided, however, that nothing herein shall require Tenant to make structural repairs or alterations unless Tenant has by its manner of use of the demised premises or method of operation therein violated any such laws, ordinances, orders, rules, regulations and requirements. If compliance therewith would materially interfere with the use and enjoyment of the demised premises, then Tenant may terminate this lease upon thirty (30) days' notice to Owner. Tenant shall not do or permit anything to be done in or about the demised premises, or bring anything therein, which will in any way conflict with any such present or future law, ordinance, order, rule, regulation or requirement affecting the occupancy or use of the demised premises or the Building which is or may hereafter be enacted or promulgated by governmental authorities or in any way obstruct or interfere with the rights of Owner, its agents, licenses and invitees. No auction, liquidation, going out of business, fire or bankruptcy sales relating to the business conducted by Tenant on the demised premises, may be conducted or advertised by sign or otherwise in the demised premises. Tenant agrees that it will conduct its business in good faith, and will not do any act prohibited by the terms of this lease which would injure the reputation of the Building as reasonably determined by Owner. Tenant shall not permit noise or odors in the demised premises which, taking into account Tenant's use of the demised premises, are reasonably objected to by Owner or by any tenant or occupant of the Building and, upon notice from Owner, Tenant shall immediately cease and desist from causing such unreasonable noise or odor (as more fully detailed in Articles 46C and 65 herein), and failing of which Owner may deem the same a material breach of this lease. Tenant shall not store anything in service or exit corridors. Tenant agrees that all receiving and delivery of goods and merchandise, and all removal of merchandise, supplies, equipment, trash and garbage, and all storage of trash and garbage, shall be made only by way of or in the areas provided therefor by Owner. Tenant shall not use or permit the use of any portion of the demised premises as sleeping quarters, lodging rooms, or for any unlawful purposes. Tenant shall not install any radio or television or other similar device exterior to the demised premises and shall not erect any aerial on the roof or exterior walls of the Building unless consented to by Owner, which consent shall not be unreasonably withheld or delayed.

52. **Events.** In the event Tenant wishes to host an event at its premises for persons in excess of 25 (excluding regular full or part-time employees of Tenant), Tenant must secure the permission from Landlord to host such an event, and fill-out the necessary form(s) to be provided by Landlord and to be returned to Landlord prior to said event. Among required items, if applicable, Tenant shall be obligated to provide a security person at the site to ensure the safety of Tenant's guests as well as the premises and building.

53. **Pets.** No dogs or cats shall be permitted in the premises at any time, except by express permission of the Landlord, which permission may be granted or revoked at any time and for whatever reason. Service animals, as defined by the Americans With Disability Act shall be permitted. The harboring of an animal in the premises, without express permission, shall constitute a nuisance and material breach of Lease.

54. **Extermination.** It shall be the responsibility of Tenant to exterminate at their own cost and expense, maintain their premises in a clean, orderly fashion to control and/or eliminate all rodents, insects, roaches, etc. Notwithstanding, Landlord shall be responsible for common area extermination. Landlord shall have the right to require reasonable pest eradication treatments, as necessary under the circumstances, to ensure control or eradication of the infestation to protect Tenant's space as well as other tenants in the building. Failure to adhere to an extermination request by the Landlord shall constitute a nuisance and material breach of this lease.

55. **Termination.** On or after April 1, 2018, Tenant has the right to cancel this agreement with one hundred and eighty (180) days prior written notice to Owner.

56. **Third Party.** The Tenant acknowledges that the demised Premises are currently occupied by third-parties and that the Landlord may not be able to deliver possession of the Premises to the Tenant on the Lease commencement date in which such case the terms of the paragraph "24" of the Lease shall govern.

57. **Square Footage.** Tenant acknowledges and understands that the square footage quoted by the Owner for the subject premises is a reasonable approximation of same. Furthermore, this figure includes Tenant's pro-rata share of the common areas of the floor on which the subject premises are located, if any, and Tenant has a duty to measure and investigate same. Tenant further understands that by signing this Lease it waives any objections to alleged miscalculations or misrepresentations of the square footage by Owner.
58. **Electricity.** Tenant agrees and understands that Tenant shall contract directly with and pay directly to Con Edison for the utility service (i.e., gas and electricity) consumed by the demised premises.
59. **Garbage.** Tenant agrees that it will contract for their trash removal with an independent carter. Tenant may not throw their refuse in hallway or building trash containers or containers belonging to other tenants. Landlord reserves the right to request from Tenant their contract or other satisfactory evidence to Landlord that Tenant's trash is being removed. If satisfactory proof is not provided to Landlord within five (5) days of Landlord's request, Landlord shall have the right to contract with a carter on Tenant's behalf and bill tenant the cost of trash removal, plus a \$35.00 per month administrative fee, both of which shall constitute additional rent. If any citations or violations are issued due to Tenant's use, Tenant agrees that they are responsible for all fines and fees assessed.
60. **Air Conditioning.** In the event any air conditioner equipment is, or becomes installed in the Demised Premises, whether window type or otherwise, Tenant agrees that, in either making or maintaining such installation, Tenant will comply with all applicable laws, ordinances, regulations, orders and/or requirements of any governmental party asserting jurisdiction, as well as all requirements of the New York Board of Fire Underwriters. Tenant will pay any and all taxes and fees that may be payable by either Owner or Tenant in connection with the installation, maintenance and/or use of such air conditioning equipment. Tenant will install, maintain and remove said equipment at its own cost and expense and will repair any damage caused by such installation, maintenance or removal. Additionally, Tenant agrees to hold Owner harmless and indemnify Owner from any claim, demand, loss, damage or expense which may be made against or imposed upon Owner by any third party by reason of Tenant's installation, maintenance, misuse or removal of such air conditioning equipment.
61. **Tax Identification.** The Tenant's Federal Tax Identification Number or Social Security Number (s) is (are) 46-5011058.
62. **Documentation.** Upon written request from Landlord, Tenant shall promptly provide to Landlord copies of all licenses, permits, certificates, Department of the Buildings approved plans, and Certificates of Insurance issued to or on behalf of the tenant by any governmental agency or insurance or indemnity company.
63. **Smoking on Premises.** In accordance with Par. 36 herein, Par. 13 of the Rules and Regulations and the rules and regulations of the New York City Fire Department, NO smoking shall be permitted in the premises or within the building at anytime whatsoever. Smoking will only be allowed outside the building on the street. In the event a Tenant, or its employee, agent or servant is found to be smoking in the premises or building, Tenant shall be responsible for a penalty of \$250.00 for the initial time, which amount Tenant agrees to pay as additional rent. Tenant agrees to pay \$500.00 as additional rent for each infraction thereafter. In addition to the imposition of the aforementioned penalties, Landlord reserves its right under this Lease to take any and all other appropriate action.
64. **Access to Basement.** Tenant understands that located within the basement of the Demised Premises is equipment which is critical to the proper operation of other businesses located in the building. Tenant hereby agrees to provide service personnel designated by the Owner unfettered access to the basement area of the demised premises containing the aforesaid equipment during normal business hours and as required in case of emergencies. Failure to comply with such access requirements shall be deemed a substantial breach of the covenants of the Lease between the parties.
65. **Right of Access.** Tenant shall not cause or permit any materials to be stored in such manner as to delay or prevent access to said, service elevator, service passage and stairway by anyone having right to such access.
66. **Noise & Vibration.** Tenant agrees to maintain acceptable and reasonable levels of noise or vibration usually associated with the use and occupancy of the building. Tenant agrees to soundproof the demised premises to maintain said levels. Tenant agrees that Tenant shall not permit said noise or vibration to emanate from the premises. If Owner or any other Tenant or occupant or neighbor reasonably objects to said noise or vibration then, upon written or verbal notice by Owner, Tenant shall either cease and desist from allowing said noise or vibration from emanating from the premises or shall promptly install additional sufficient soundproofing to cause a cessation of the emanation of noise or vibration from the premises. Tenant understands and agrees that failure to comply with this provision is a substantial and material breach of this Lease.
67. **Trademark Infringement Activities.** Tenant acknowledges and understands that any use of the subject premises for the purposes of trademark counterfeiting, as defined by New York Penal Law Section 165-71 shall be deemed a material default under this Lease, which will be grounds for the termination of the Lease and eviction of the Tenant.
68. **Notices.** Any notices given under this lease shall be deemed sufficiently given or rendered if in writing, and sent either (a) by personal delivery against written receipt, (b) by Federal Express or other nationally recognized overnight courier service providing evidence of delivery, or (c) by registered or certified mail, return receipt requested, addressed (i) if to Owner at Owner's address set forth on the first page of this lease, with a copy to: Howard Dubs, Esq., 89 Fifth Avenue, 10th Floor, New York, New York 10003-3054 or (ii) if to Tenant at Tenant's address set forth on the first page of this Lease, with a copy to _____, or (iii) to such other address or addresses as either Owner or Tenant may designate as its new address for such purpose by notice given to the others in accordance with the provisions of this Article 44. Any such notice shall be deemed to have been rendered or given either on the date when it shall have been personally delivered against written receipt, one (1) day after the date when it shall have been sent by Federal Express or after the date when it shall have been mailed by registered or certified mail, return receipt requested. The terms of this Paragraph do not apply to rent remands.
69. **Limitation of Liability.**
- A. Tenant shall look only to the Building's Owner's Estate and interest in the building for the satisfaction of any judgment in the event of any default by Owner under this lease, and no other property or assets of Owner shall be subject to levy, execution or other enforcement procedure for the satisfaction of same. The partners, principals and any individual person or persons comprising Owner shall not be liable for the performance of Owner's obligations under this lease.

- B. Owner, its agents and employees shall not be liable for any loss, damage, injuries, or other casualty of whatsoever kind or by whomsoever caused, to the person or property of anyone (including Tenant) on or off the demised premises, arising out of or resulting from Tenant's use, possession or operation thereof, or from the installation, existence, use, maintenance, condition, repair, alteration or removal of any equipment thereon, whether due in whole or in part to negligent acts or omissions of Owner, its agents or employees; and Tenant for himself, his heirs, executors, administrators, successors and assigns, hereby agrees to indemnify and hold Owner, its agents and employees, harmless from and against all claims for such loss, damage, injury or other casualty but the terms hereof shall not apply in the event of Owners or Owners agents' negligence, bad faith or misconduct.

70. **Compliance with Laws.** Supplementing the provisions of Article 6 of the printed part of this lease hereof, Tenant shall give prompt notice to Owner of any notice it receives of the violation of any law or requirement of any public authority with respect to the demised premises or the use or occupation thereof. Tenant shall promptly comply with all present and future laws, orders and regulations of all state, municipal and local governments, departments, commissions and boards of any direction of any public officer pursuant to law, and all orders rules and regulations of the New York Board of Fire Underwriters, Department of Buildings, Environmental Control Board, or any similar body which shall impose any violation, order or duty upon Owner or Tenant with respect to the demised premises (in which event Tenant shall effect such compliance at its sole cost and expense) or the building (in which event, notwithstanding anything herein to the contrary, Owner shall effect such compliance but Tenant shall promptly pay Tenant's percentage of the cost thereof).

71. **Particular Covenants of the Parties.**

A. Notwithstanding Article 9 of the printed part of this lease, Owner, in the event of destruction of the Demised Premises as a result of fire or other casualty, shall restore the Demised Premises. Owner need not comply with this duty to restore to the extent that any insurance proceeds received by Owner as a result of such fire or other casualty shall not be sufficient to pay for the reasonable cost of restoration of all damage or destruction to the building in which the demised premises are located.

B. Notwithstanding Article 36 of the printed part of the lease, Tenant shall promptly replace, at its sole cost and expense, all plate and other glass damaged or broken from any cause whatsoever in or about the premises.

72. **Brokerage.** Owner and Tenant represent and warrant to the other that they have dealt with no brokers in connection with this lease, and Owner and Tenant do hereby agree to indemnify and hold the other harmless of and from any and all loss, costs, damage or expense (including, without limitation, reasonable attorney's fees and disbursements) incurred by the other by reason of a breach of the foregoing representation.

73. **Indemnification of Owner.** Tenant shall indemnify and save harmless Owner and Owner's agents against and from (i) any and all claims against Owner or such agents of whatever nature arising from any act, omission or negligence of Tenant, its contractors, licensees, agents, servants, employees, invitees or visitors; (ii) all claims against Owner or such agents arising from any accident, injury or damage whatsoever caused to any person or to the property of any person and occurring during the terms of this Lease in or about the demised premises, or occurring outside of the demised premises but anywhere within or about the Land or the Building, where such accident, injury or damage results or is claimed to have resulted from any act, omission or negligence of Tenant or Tenant's agents, employees, invitees or visitors; (iii) any breach, violation or non-performance of any covenant, condition or agreement in this Lease set forth and contained on the part of Tenant to be fulfilled, kept, observed and performed; and (iv) any cost, liability or responsibility for the payment of any sales tax with respect to any installations, furniture, furnishings, fixtures or other improvements located, installed or constructed in the demised premises, or the filing of any tax return in connection therewith (although Owner agrees to execute any such return if required by law) regardless of whether such tax is imposed upon Owner or Tenant. This indemnity and hold harmless agreement shall include indemnity from and against any and all liability, fines, suits, demands, costs and expenses of any kind or nature incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof; but shall not apply in the event of Owner's or Owner's Agent's negligence, bad faith or misconduct.

74. **Liens.** Notwithstanding any other provision in the Lease regarding the Tenant's rights, privileges or obligations, if any, to make any alterations, additions, improvements or repairs the Tenant expressly acknowledges and agrees that the demised premises shall not be subject to liens for non-trade fixtures and improvements made by Tenant, and Tenant shall not have any authority to create any liens for labor or material upon the Owner's interest in the demised premises, but only upon its own personalty. In the event that any labor, materials or equipment are furnished to the Tenant on the demised premises for which any mechanic's lien might otherwise be filed against the demised premises or the Owner's interest thereon, the Tenant agrees:

- (a) To notify a contractor furnishing labor of materials for any improvements or repairs that the interest of the Owner is not subject to mechanic's liens;
- (b) To take appropriate action prior to the furnishing of any labor or materials to assure that no such lien shall be filed;
- (c) To pay, when due, all sums of money which may be due any contractor, subcontractor, mechanic, laborer or materials for any labor or materials; to cause any lien or purported lien to be fully discharged and released promptly upon receiving notice thereof; and to indemnify the Owner against all legal costs and charges, including attorney fees reasonably incurred in and about the defense of any suit in discharging the demised premises or any part thereof from any lien, judgments, encumbrances or costs caused by the Tenant or anyone acting on the Tenant's behalf; and
- (d) The Owner reserves the right before approving any structural improvements, changes, additions, or alterations to require the Tenant to furnish a good and sufficient bond conditioned that the Tenant will save the Owner harmless from the payment of any claims either in law or equity by way of damages or mechanic's liens, foreclosure actions or otherwise, including all reasonable attorney's fees and costs. The Owner's reservation of the absolute right to require such a bond in no way shall be construed as a waiver allowing the demised premises to be subject of mechanic's or other liens. The Tenant, as well as all contractors, laborers and materialmen who may furnish any labor, materials or otherwise contribute to the improvement of the subject property shall be estopped to deny that any and all mechanic's liens or other liens are prohibited and shall not attached to the interest(s) of the Owner. The Tenant consents to

the recording, in the public records of the county in which the demised premises are located of the language of this paragraph in any form permitted by New York Law and further agrees to execute, when requested, any shortened or modified form of lease showing in substance the provisions of this paragraph. All persons, whether contractors, subcontractors, mechanics, laborers, materialmen, or others, who contract with the Tenant for the destruction or removal of any building or for the erection, installation, alteration or repair of any building or other improvements upon the demised premises are hereby charge with notice that they must look to the Tenant and the Tenant's interest only in the above-described property to secure the payment for work performed or material furnished during the term of this lease.

75. **Owner Representation.** Owner represents upon which warranty and representation the Tenant has relied in the execution of this lease, that (i) the Owner has the full right and lawful authority to execute this lease for the term, in the manner and upon the conditions and provision herein contained and the no consent to same is required and (ii) there is no default existing on the subject premises or, on the part of any of the parties hereto.

76. **Tenant Access.** The Tenant shall have access to and the right to use any existing drains, vents, water and sewer and waste lines and facilities and existing ducts, chimneys, stacks, flues, signs and sign structures, air conditioning and exhaust facilities and the like which may, in whole or in part, service the demised premises as long as Tenant maintains such.

77. **Forms, Applications and Permits.** The Owner agrees that it shall fully cooperate with the Tenant and execute all forms, applications and permits that the Tenant shall request the Owner to sign in order that the Tenant may operate its business at the premises as it intends.

78. **Assignment/Sublet.**

- A. Tenant shall have the right to assign the Lease to a corporation or other legal entity with the Owner's prior written consent, which shall not be unreasonably withheld or denied so long as Tenant shall be a majority shareholder or owner in said corporation or entity subject to the terms and conditions as stated below. In the event the assignment is to an entity in which Tenant is not a majority shareholder or owner, Tenant agrees that all monies including "key money" received from the assignee in excess of the Base Monthly Rent due under the Lease, shall be divided equally with the Owner. Each and every assignment shall be documented by an Assignment instrument in a form acceptable to Owner, or shall be prepared by Owner in conformity with the terms and conditions as stated in subsection (E) and (J) below. In each instance of an assignment, Tenant shall be subject to a review and/or document preparation fee of \$250.00. Said fee shall be due owner regardless of whether or not assignment ultimately occurs.
- B. Tenant expressly covenants and agrees that (i) if Tenant is a corporation, a transfer of more than fifty percent (50%) at any one time or, in the aggregate from time to time of the shares of any class of the issued and outstanding stock of Tenant, its successors or assigns, or the issuance of additional shares of any class of its stock to the extent of more than 50% of the number of shares of said class of stock issued and outstanding at the time that it became the tenant hereunder or (ii) if Tenant is a partnership, limited liability company, unincorporated association of other entity, the sale or transfer of more than 50% of the partnership, membership, joint venture, unincorporated association interests or other form of beneficial interests of Tenant, its successor or assigns, shall constitute an assignment of this lease and, unless in each instance the prior written consent of Owner has been obtained, shall constitute a default under this lease and shall entitle Owner to exercise all rights and remedies provided for herein in the case of default. Notwithstanding the foregoing provision of this Section, transfer of stock in a corporation whose shares are traded in the "over-the-counter" market or any unrecognized national securities exchange shall not constitute an assignment for purposes of this lease, provided that the principal purpose of such transfer or transfer is not to avoid restrictions on assignment otherwise applicable under this section.
- C. If Tenant is a corporation, limited liability company, partnership or similar entity, Owner's consent shall not be unreasonably withheld with respect to an assignment of the lease to an Affiliate of Tenant, provided that (1) Owner be provided with the names of the principals of the assignee, including any information necessary for Owner to conduct a credit check, (2) the assignee is a reputable entity of good character, (3) a duplicate original instrument of assignment in form and substance reasonably satisfactory to Owner, duly executed by Tenant, shall have been delivered to Owner or at least ten (10) days prior to the effective date of any such assignment, (4) an instrument in form and substance satisfactory to Owner, duly executed by the assignee, in which such assignee assumes (as of the Commencement Date) observance and performance of, and agrees to be personally bound by, all of the terms, covenants and conditions of this lease on Tenant's part to be performed and observed shall have been delivered to Owner not more than ten (10) days after the effective date of such assignment, (5) such assignment is for legitimate business purpose and not principally for the purpose of avoiding the restrictions on assignment otherwise applicable under this section, (6) such assignee has a net worth computed in accordance with generally accepted accounting principles at least equal to the greater of the net worth of Tenant on the date of this Lease and the net worth of Tenant immediately prior to such assignment and (7) the principals of the assignee agree to execute a guarantee for the payment of Fixed Base Monthly Rent and Additional Rent containing the same language contained in Tenant's lease. For the purposes of this Article: an "affiliate" of Tenant named herein shall mean any corporation, partnership or other business entity (i) which controls or is controlled by, or is under common control with Tenant or (ii) the stock or other ownership interests of which are at least owned fifty (50%) percent by principals of **EMPIRE STATE COMPASSIONATE CARE, INC.**
- D. If this lease be assigned, whether or not in violation of the provisions of this lease, Owner may collect rent from the assignee. If the Demised Premises are sublet or used or occupied by anybody other than Tenant, whether or not in violation of this lease, Owner may collect rent from the subtenant or occupant. In either event, Owner may apply the net amount collected to the Fixed Rent and Additional Charges herein reserved, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of any of the provision of this section or the acceptance of the assignee, subtenant or occupant as tenant, or a release of Tenant from the performance by Tenant of Tenant's obligation under this lease. The consent by Owner to a particular assignment, mortgaging, subletting or use or occupancy by others shall not in any way be considered a consent by Owner to any other or further assignment, mortgaging or subletting or use or occupancy by others not expressly permitted by this Article 40. References in this lease to use or occupancy by others (that is, anyone other than Tenant) shall not be

construed as limited to subtenants and those claiming under or through subtenants but shall also include licensees and others claiming under or through Tenant, immediately or remotely.

- E. Any assignment or transfer, whether made with or without Owner's consent shall be made only if, and shall not be effective until, the assignee shall execute, acknowledge and deliver to Owner and agreement in form and substance reasonably satisfactory to Owner whereby the assignee shall assume the obligations of this lease on the part of Tenant to be performed or observed and whereby the assignee shall agree that the provisions in this paragraph subsection A shall, notwithstanding such assignment or transfer, continue to be binding upon it in respect of all future assignments and transfers. The original named Tenant covenants that, notwithstanding any assignment or transfer, whether or not in violation of the provisions of this lease, and notwithstanding the acceptance of Fixed Rent and/or Additional Charges by Owner from an assignee, transferee, or any other party, the original named Tenant shall remain fully liable for the payment of the Fixed Rent and Additional Charges and for the other obligations of this lease on the part of Tenant to be performed or observed.
- F. The joint and several liability of Tenant and any immediate or remote successor in interest of Tenant and the due performance of the obligations of this lease on Tenant's part to be performed or observed shall not be discharged, released or impaired in any respect by any agreement or stipulation made by Owner extending the time of, or modifying any of the obligations of, this lease or by any waiver or failure of Owner to enforce any of the obligations of this lease.
- G. The listing of any name other than that of Tenant, whether on the doors of the Demised Premises or the Building directory, or otherwise, shall not operate to vest any right or interest in this lease or in the Demised Premises, nor shall it be deemed to be the consent of Owner to any assignment or transfer of this lease or to any sublease of the Demised Premises or to the use or occupancy thereof by others.
- H. Notwithstanding anything to the contrary contained in this Section, if Tenant shall at any time or times during the term of this lease desire to assign this lease, Tenant shall give notice thereof to Owner, which notice shall be accompanied by (i) a conformed or photostatic copy of the proposed assignment, or a term sheet therefor, the effective or commencement date of which shall be at least 30 days after giving such notice. (ii) a statement setting forth in reasonable detail the identity of the proposed assignee, the nature of its business and its proposed use of the Demised Premises, and (iii) current financial information with respect to the proposed assignee, including, without limitation, its most recent certified financial statements, if such financial statements are certified (or, if not certified by the chief financial officer of the proposed assignee as being true and correct), the past two (2) years of Federal tax returns and appropriate information for Owner to obtain a credit report. Such notice shall be deemed an offer from Tenant to Owner whereby Owner (or Owner's designee) may, at its option, terminate this lease (if the proposed transaction is an assignment). Said option may be exercised by Owner by notice to Tenant at any time within 30 days after such notice has been given by Tenant to Owner; and during such 30-day period Tenant shall not assign this lease to any person or entity.
- I. If Owner exercises its option to terminate this lease in the case where Tenant desires to assign this lease, then this lease shall end and expire on the date that such assignment was to be effective or commence, as the case may be, the Fixed Rent and Additional Charges shall be paid and apportioned to such date and Owner shall return to Tenant the Security, or any portion thereof remaining in Owner's possession to Tenant in accordance with the provisions of this section.
- J. In the event Tenant shall have complied with the provisions of this Section and Owner does not exercise its options to terminate this lease, and provided that Tenant is not in default in any of Tenant's obligations under this lease beyond the expiration of any applicable notice and/or cure period, either at the time Owner's consent to such assignment is requested or on the effective date of any such assignment, Owner's consent (which must be in writing and in form satisfactory to Owner) to the proposed assignment shall not be unreasonably withheld, provided and upon conditions that:
 - (i) In Owner's judgment the proposed assignee is engaged in a business and the Demised Premises will be used in a manner which is limited to the use expressly permitted under the Use section of this Lease;
 - (ii) The proposed assignee is a reputable person of good character whose tenancy shall comport with the first class character of the Building, having a net worth satisfactory to Owner considering the responsibility involved;
 - (iii) Neither (A) the proposed assignee nor (B) any person which, directly or indirectly, controls, is controlled by, or is under common control with, the proposed assignee or any person who controls the proposed assignee, is (X) then an occupant of any part of the Building or (y) a person with whom Owner is then negotiating to lease space in the Building;
- K. In the event that (i) Owner fails to exercise any of its options under this paragraph subsection H, and consents to a proposed assignment, and (ii) Tenant fails to execute and deliver the assignment to which Owner consented within 45 days after the giving of such consent, then, Tenant shall again comply with all of the provisions and conditions under this paragraph subsection H before assigning this lease or subletting all or part of the Demised Premises.
- L. It is agreed that the Tenant may sublet the premises or a portion of same with the prior written consent of the Owner. In the event any sub-lease is approved by Owner, Tenant agrees that all monies including "key money" received from the sub-tenant in excess of the base monthly rent due under the Lease shall be split equally with Owner. Each and every sublet shall be documented by a Sublet instrument in a form acceptable to Owner, or shall be prepared by Owner. In each instance of a sublet, Tenant shall be subject to a review and/or document preparation fee of \$250.00. Said fee shall be due owner regardless of whether or not sublet ultimately occurs.

79. **Miscellaneous.**

- A. Sales: Tenant may not conduct any sales, marketing or promotional activities on the sidewalks or street adjacent to the Premises and/or building, including the use of "street hawkers" or the distribution of flyers without first

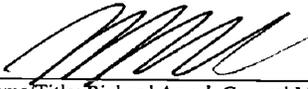
obtaining the prior written consent of the Landlord. Said consent shall be at the sole and absolute discretion of the Landlord, which consent may be withheld for any reason or no reason whatsoever. If Tenant uses or suffers the use of the Premises for a prohibited purpose, Tenant acknowledges that Landlord will incur an actual and substantial detriment if a deviation in use occurs. Tenant shall promptly discontinue such use upon notice by the Landlord. In the event of a breach by Tenant which remains uncured for two (2) days after notice, Landlord may remove at any time, without further notice to Tenant or any other party and may charge the expense incurred by Landlord for such removal to Tenant, which payment shall constitute additional rent and become due and payable to Landlord upon demand.

- B. If more than one person executed this lease as Tenant, each of them understands and hereby agrees that the obligations of each of them under this lease are and shall be joint and several, that the term "Tenant" as used in this lease shall mean and include each of them jointly and severally and that the act of or notice from, or notice of refund to, or the signature of any one or more of them with respect to the tenancy or this lease, including, but not limited to, any renewal, extension, expiration, termination or modification of this lease shall be binding upon each and all of the persons executing this lease as Tenant with the same force and effect as if each and all of the persons executing this lease had so acted or so given or received such notice or refund or so signed.
- C. This lease may not be executed, renewed, terminated or otherwise modified except by an instrument in writing signed by the party against whom enforcement of any such modification is sought.
- D. Tenant agrees that the value of the demised premises and the reputation of the Owner will be seriously injured if the premises are used for any obscene or pornographic purposes or any sort of commercial sex establishment. Tenant agrees that Tenant will not bring or permit any obscene or pornographic material on the premises, and shall not permit or conduct any obscene, nude, or semi-nude live performances on the premises, nor permit use of the premises for nude modeling, rap sessions, or as a so-called rubber goods shops, or as a sex club of any sort, or as a "massage parlor". Tenant agrees further that tenant will not permit any of these uses by any sublessee or assignee of the premises. This Article shall directly bind any successor in interest to the Tenant. Tenant agrees that if at any time Tenant violates any of the provision of this Article, such violation shall be deemed a breach of a substantial obligation of the terms of this lease and objectionable conduct. Pornographic material is defined for purposes of this Article as any written or pictorial matter with prurient appeal or any objects of instrument that are primarily concerned with lewd or prurient sexual activity. Obscene material is defined here as it is Penal Law Section 235.00.
- E. Facsimile or emailed signatures of this document are to be considered original documents and can be used in any necessary form.

IN WITNESS WHEREOF, the parties hereto have duly executed this lease as of the day and year first above written.

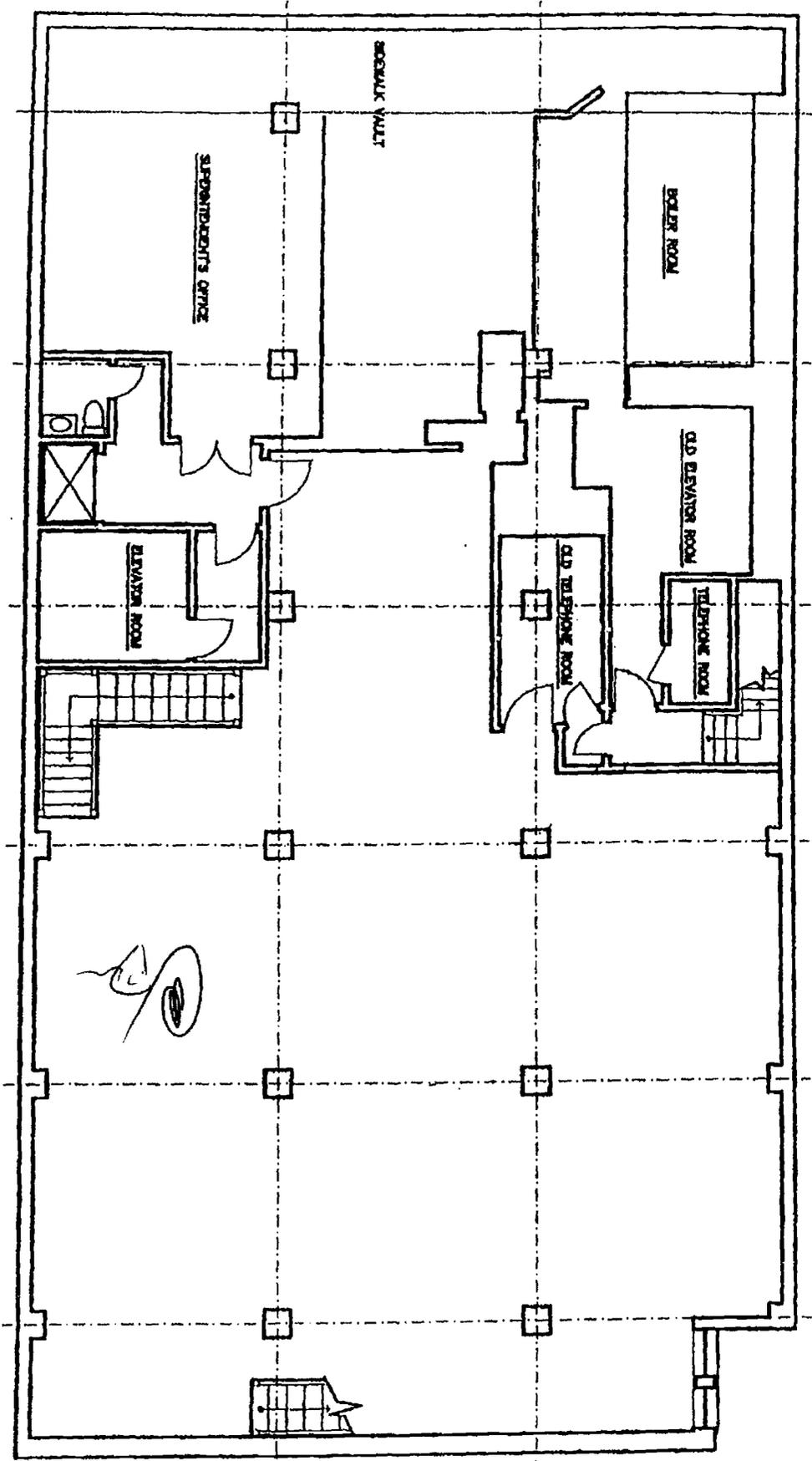
DEZER PROPERTIES 146 LLC, Owner

**EMPIRE STATE COMPASSIONATE CARE, INC.,
Tenant**

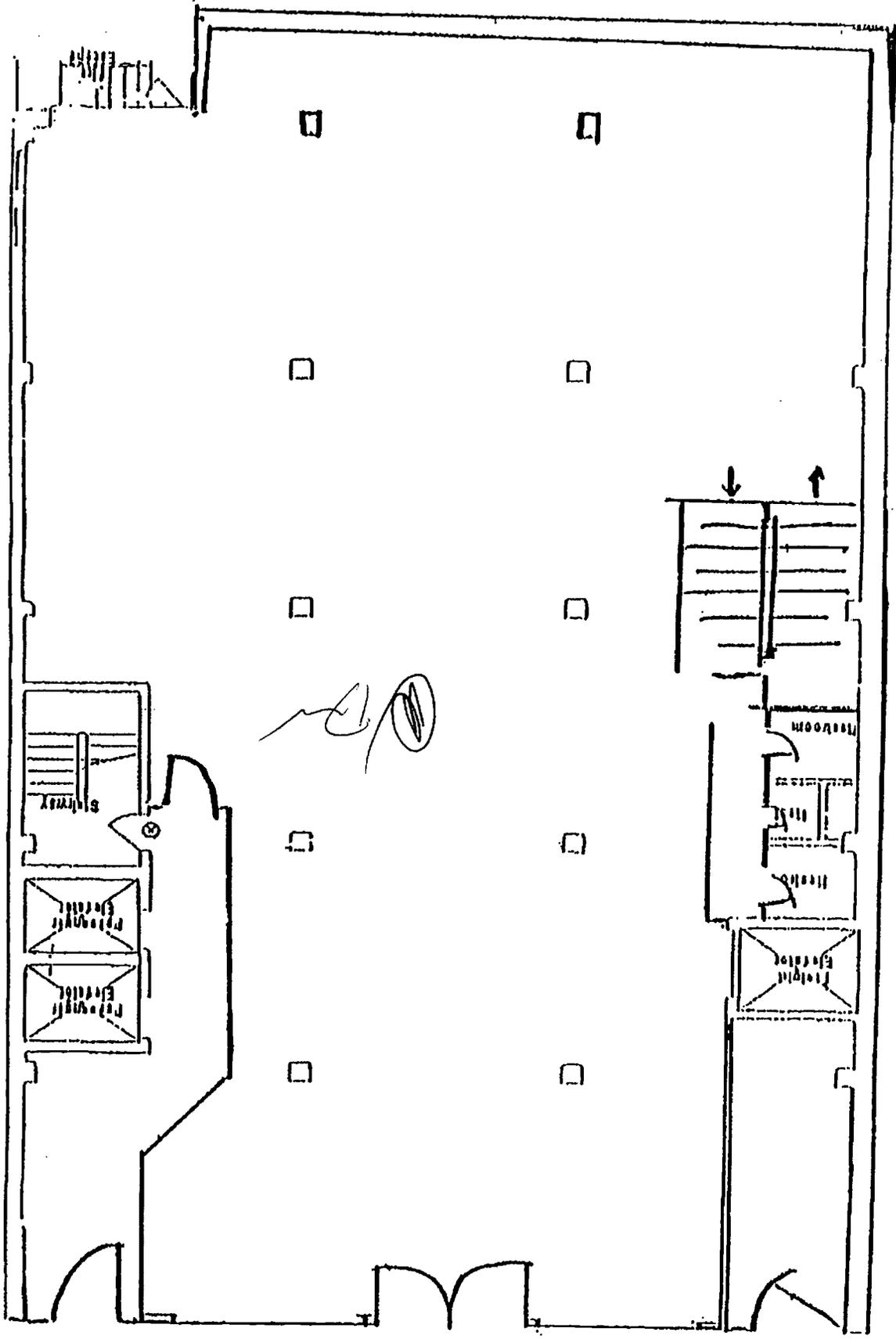
By:  6/3/15
Name/Title: Richard Angel, General Manager

By: 
Name/Title: Michael Weisser
President David Weisser

CELLAR PLAN 150 West 25th Street



Scale 3/32" = 1'-0"



146-150 West 25th Street

150 West 25 Street
New York, NY 10001



SURVEY EXCEPTIONS

Survey prepared by Pietrzak & Pfau on January 2013 disclosed certain areas under construction and the following:

1. Ground area varies with a portion of the southeasterly portion of the premises.
2. Steel tank from the premises to the east extends onto said premises.
3. Block retaining wall and plastic tanks located within the southeasterly portion of the premises.
4. Stone walls vary with the record lines of title.
5. Dirt road located within the southerly portion of the premises. Policy excepts the rights of others in and to same.
6. Stream ditch intersects a portion of the easterly line of title.

AGREEMENT OF STORE LEASE, made as of this ^{4th} day of June 2015, between

DEZER PROPERTIES 40 LLC, 89 Fifth Avenue, New York, New York 10003,
party of the first part, hereinafter referred to as OWNER, and

EMPIRE STATE COMPASSIONATE CARE, INC., party of the second part, hereinafter referred to as TENANT,

Witnesseth: Owner hereby leases to Tenant and Tenant hereby hires from Owner
Store and Portion of Basement, as per attached floor plan (hereinafter the "demised premises")

in the building known as 40 West 27th Street, New York, NY (hereinafter the "Building")

in the Borough of Manhattan, City of New York, for the term of sixty (60) months
(or until such term shall sooner cease and expire as hereinafter provided) to commence on

October 1, 2015, and to end on September 30, 2020.

both dates inclusive, at the annual rental rate of [See Attached Rent Schedule, Rider No. 1]

which Tenant agrees to pay in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, in equal monthly installments in advance of the first day of each month during said term, at the office of Owner or such other place as Owner may designate, without any set off or deduction whatsoever, except that Tenant shall pay the first monthly installments (s) on the execution hereof (unless this lease be a renewal).

The parties hereto, for themselves, their heirs, distributees, executors, administrators, legal representatives, successors and assigns, hereby covenant as follows:

Rent: 1. Tenant shall pay the rent as above and as hereinafter provided

Occupancy: 2. Tenant shall use and occupy demised premises for a New York State authorized medical marijuana dispensary and for no other purpose. Tenant shall at all times conduct its business in a high grade and reputable manner, shall not violate Article 37 hereof, and shall keep show windows and signs in a neat and clean condition

Alterations: 3. Tenant shall make no changes in or to the demised premises of any nature without Owner's prior written consent. Subject to the prior written consent of Owner, and to the provisions of this article, Tenant at Tenant's expense, may make alterations, installations, additions or improvements which are non-structural and which do not affect utility services or plumbing and electrical lines, in or to the interior of the demised premises by using contractors or mechanics first approved by Owner. Tenant shall, before making any alterations, additions, installations or improvements, at its expense, obtain all permits, approvals and certificates required by any governmental or quasi-governmental bodies and (upon completion) certificates of final approval thereof and shall deliver promptly duplicates of all such permits, approvals and certificates to Owner and Tenant agrees to carry and will cause Tenant's contractors and sub-contractors to carry such workman's compensation, general liability, personal and property damage insurance as Owner may require. If any mechanic's lien is filed against the demised premises, or the building of which the same forms a part, for work claimed to have been done for, or materials furnished to, Tenant, whether or not done pursuant to this article, the same shall be discharged by Tenant within thirty days thereafter, at Tenant's expense, by filing the bond required by law. All fixtures and all paneling, partitions, railings and like installations, installed in the premises at any time, either by Tenant or by Owner on Tenant's behalf, shall, upon installation, become the property of Owner and shall remain upon and be surrendered with the demised premises unless Owner, by notice to Tenant no later than twenty days prior to the date fixed as the termination of the lease, elects to relinquish Owner's rights thereto and to have them removed by Tenant, in which event the same shall be removed from the premises by Tenant prior to the expiration of the lease, at Tenant's expense. Nothing in this Article shall be construed to give Owner title to or to prevent Tenant's removal of trade fixtures, moveable office furniture and equipment, but upon removal of any such from the premises or upon removal of other installations as may be required by Owner, Tenant shall immediately and at its expense, repair and restore the premises to the condition existing prior to installation and repair any damage to the demised premises or the building due to such removal. All property permitted or required to be removed, by Tenant at the end of the term remaining in the premises after Tenant's removal shall be deemed abandoned and may, at the election of Owner, either be retained as Owner's property or removed from the premises by Owner at Tenant's expense.

Repairs: 4. Owner shall maintain and repair the public portions of the building, both exterior and interior, except that if Owner allow Tenant to erect on the outside of the building a sign or signs, or a hoist, lift or sidewalk elevator for the exclusive use of Tenant, Tenant shall maintain such exterior installations in good appearance and shall cause the same to be operated in a good and workmanlike manner and shall make all repairs thereto necessary to keep same in good order and condition, at Tenant's own cost and expense, and shall cause the same to be covered by the insurance provided hereafter in Article 8. Tenant shall, throughout the term of this lease, take good care of the demised premises and the fixtures and appurtenances therein, and sidewalks adjacent thereto, and at

its sole cost and expense, make all non-structural repairs thereto as and when needed to preserve them in good working order and condition, reasonable wear and tear, obsolescence and damage from the elements, fire or other casualty, excepted. If the demised premises be or become infested with vermin Tenant shall, at Tenant's expense, cause the same to be exterminated from time to time to the satisfaction of Owner. Except as specifically provided in Article 9 or elsewhere in this lease, there shall be no allowance to the Tenant for the diminution of rental value and no liability on the part of Owner by reason of inconvenience, annoyance or injury to business arising from Owner, Tenant or others making or failing to make any repairs, alterations, additions or improvements in or to any portion of the building including the erection or operation of any crane, derrick or sidewalk shed, or in or to the demised premises or the fixtures, appurtenances or equipment thereof. The provisions of this Article 4 with respect to the making of repairs shall not apply in the case of fire or other casualty which are dealt with in article 9 hereof

Window Cleaning: 5. Tenant will not clean nor require, permit, suffer or allow any window in the demised premises to be cleaned from the outside in violation of Section 202 of the New York State Labor Law or any other applicable law or of the Rules of the Board of Standards and Appeals, or of any other Board or body having or asserting jurisdiction

Requirements of Law, Fire Insurance: 6. Prior to the commencement of the lease term, if Tenant is then in possession, and at all times thereafter, Tenant shall, at Tenant's sole cost and expense, promptly comply with all present and future laws, orders and regulations of all state, federal, municipal and local governments, departments, commissions and boards including the operation of a medical marijuana dispensary, and any direction of any public officer pursuant to law, and all orders, rules and regulations of the New York Board of Fire Underwriters of the Insurance Services Office, or any similar body which shall impose any violation, order or duty upon Owner or Tenant with respect to the demised premises, and with respect to the portion of the sidewalk adjacent to the premises, if the premises are on the street level, whether or not arising out of Tenant's use or manner of use thereof, or with respect to the building (including the use permitted under the lease.) Except as provided in Article 29 hereof, nothing herein shall require Tenant to make structural repairs or alterations unless Tenant has by its manner of use of the demised premises or method of operation therein, violated any such laws, ordinances, orders, rules, regulations or requirements with respect thereto. Tenant shall not do or permit any act or thing to be done in or to the demised premises which is contrary to law, or which will invalidate or be in conflict with public liability, fire or other policies of insurance at any time carried by or for the benefit of Owner. Tenant shall pay all cost, expenses, fines, penalties or damages, which may be imposed upon Owner by reason of Tenant's failure to comply with the provisions of this article. If the fire insurance rate shall, at the beginning of the lease or at any time thereafter, be higher than it otherwise would be, then Tenant shall

reimburse Owner, as additional rent hereunder, for that portion of all fire insurance premiums thereafter paid by Owner which shall have been charged because of such failure by Tenant, to comply with the terms of this article. In any action proceeding wherein Owner and Tenant are parties, a schedule or "make-up" of rate for the building or demised premises issued by a body making fire insurance rates applicable to said premises shall be conclusive evidence of the facts therein stated and of the several items and charges in the fire insurance rate then applicable to said premises.

Subordination 7. This lease is subject and subordinate to all ground or underlying leases and to all mortgages which may now or hereafter affect such leases or the real property of which demised premises are a part and to all renewals, modifications, consolidations, replacements and extensions of any such underlying leases and mortgages. This clause shall be self-operative and no further instrument of subordination shall be required by any ground or underlying lessor or by any mortgagee, affecting any lease or the real property of which the demised premises are a part. In confirmation of such subordination, Tenant shall execute promptly any certificate that Owner may request.

Tenant's Liability Insurance Property Loss, Damage, Indemnity: 8. Owner or its agents shall not be liable for any damage to property of Tenant or of others entrusted to employees of the building, nor for loss of or damage to any property of Tenant by theft or otherwise nor for nor for any injury or damage to persons or property resulting from any cause of whatsoever nature, unless caused by or due to the negligence of Owner, its agents, servants or employees. Owner or its agents will not be liable for any such damage caused by other tenants or persons in, upon or about said building or caused by operations in construction of any private, public or quasi-public work. Tenant agrees, at Tenant's sole cost and expense, to maintain general public liability insurance in standard form in favor of Owner and Tenant against claims for bodily injury or death or property damage occurring in or upon the demised premises, effective from the date Tenant enters into possession and during the term of this lease. Such insurance shall be in an amount and with carriers acceptable to the Owner. Such policy or policies shall be delivered to the Owner. On Tenant's default in obtaining or delivering any such policy or policies or failure to pay the charges therefor, Owner may secure or pay the charges for any such policy or policies and charge the Tenant as additional rent therefor. Tenant shall indemnify and save harmless Owner against and from all liabilities, obligations, damages, penalties, claims, costs and expenses for which Owner shall not be reimbursed by insurance including reasonable attorney's fees, paid, suffered or incurred as a result of any breach by Tenant, Tenant's agent, contractors, employees, invitees, or licensees, of any covenant on condition of this lease, or the carelessness, negligence or improper conduct of the Tenant, Tenant's agents, contractors, employees, invitees or licensees of any subtenant. In case any action or proceeding is brought against Owner by reason of any such claim, Tenant, upon written notice from Owner, will, at Tenant's expense, resist or defend such action or proceeding by Counsel approved by Owner in writing, such approval not to be unreasonably withheld.

Destruction, Fire and Other Casualty: 9. (a) If the demised premises or any part thereof shall be damaged by fire or other casualty, Tenant shall give immediate notice thereof to Owner and this lease shall continue in full force and effect except as hereinafter set forth. (b) If the demised premises are partially damaged or rendered partially unusable by fire or other casualty, the damages thereon shall be repaired by and at the expense of Owner and the rent, until such repair shall be substantially completed, shall be apportioned from the day following the casualty according to the part of the premises which is usable. (c) If the demised premises are totally damaged or rendered wholly unusable by fire or other casualty, then the rent shall be proportionately paid up to the time of the casualty and thenceforth shall cease until the date when the premises shall have been repaired and restored by Owner, subject to Owner's right to elect not to restore the same as hereinafter provided. (d) If the demised premises are rendered wholly unusable or (whether or not the demised premises are damaged in whole or in part) if the building shall be so damaged that Owner shall decide to demolish it or to rebuild it, then, in any of such events, Owner may elect to terminate this lease by written notice to Tenant given within 90 days after such fire or casualty specifying a date for the expiration of the lease, which date shall not be more than 90 days after the giving of such notice, and upon the date specified in such notice the term of this lease shall expire as fully and completely as if such date were the date set forth above for the termination of this lease and Tenant shall forthwith quit, surrender and vacate the premises without prejudice however, to Owner's rights and remedies against Tenant under the lease provisions in effect prior to such termination, and any rent owing shall be paid up to such date and any payments of rent made by Tenant which were on account of any period subsequent to such date shall be returned to Tenant. Unless Owner shall serve a termination notice as provided for herein, Owner shall make the repairs and restorations under the conditions of (b) and (c) hereof, with all reasonable expedition subject to delays due to adjustment of insurance claims, labor troubles and causes beyond Owner's control. After any such casualty, Tenant shall cooperate with Owner's restoration by removing from the premises as promptly as reasonably possible, all of Tenant's salvageable inventory and movable equipment, furniture, and other property. Tenant's liability for rent shall resume five (5) days after written notice from Owner that the premises are substantially ready for Tenant's occupancy. (e) Nothing contained hereinabove shall relieve Tenant from liability that may exist as a result of damage from fire or other casualty. Notwithstanding the foregoing, each party shall look first to any insurance in its favor before making any claim against the other party for recovery for loss or damage resulting from fire or other casualty, and to the extent that such insurance is in force and collectible and to the extent permitted by law, Owner and Tenant each hereby releases and waives all right of recovery against the other or any one claiming through or under each of them by way of subrogation or otherwise. The foregoing release and waiver shall be in force only if both releasers' insurance policies contain a clause providing that such a release or waiver shall not invalidate the insurance and

also, provided that such a policy can be obtained without additional insurance premiums. Tenant acknowledges that Owner will not carry insurance on Tenant's furniture and/or furnishings or any fixtures or equipment, improvements, or appurtenances removable by Tenant and agrees that Owner will not be obligated to repair any damage thereto or replace the same. (f) Tenant hereby waives the provisions of Section 227 of the Real Property Law and agrees that the provisions of this article shall govern and control in lieu thereof.

Eminent Domain: 10. If the whole or any part of the demised premises shall be acquired or condemned by Eminent Domain for any public or quasi-public use or purpose, then and in that event, the term of this lease shall cease and terminate from the date of title vesting in any such proceeding and Tenant shall have no claim for the value of any unexpired term of said lease.

Assignment, Mortgage, Etc.: 11. Tenant, for itself, its heirs, distributees, executors, administrators, legal representatives, successors and assigns expressly covenants that it shall not assign, mortgage or encumber this agreement, nor underlet, or suffer or permit the demised premises or any part thereof to be used by others, without the prior written consent of Owner in each instance. If this lease be assigned, or if the demised premises or any part thereof be underlet or occupied by anybody other than Tenant, Owner may, after default by Tenant, collect rent from the assignee under tenant or occupant as tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained. The consent by Owner to an assignment or underletting shall not be in any wise construed to relieve Tenant from obtaining the express consent in writing of Owner to any further assignment or underletting.

Electric Current: 12. Rates and conditions in respect to submetering or rent inclusion, as the case may be, to be added in RIDER attached hereto. Tenant covenants and agrees that all times its use of electric current shall not exceed the capacity of existing feeders to the building or the users or wiring installation and Tenant may not use any electrical equipment which, in Owner's opinion, reasonably exercised, will overload such installations or interfere with the use thereof by other tenants of the building. The change at any time of the character of electric service shall in no wise make Owner liable or responsible to Tenant, for any loss, damages or expenses which Tenant may sustain.

Access to Premises: 13. Owner or Owner's agents shall have the right (but shall not be obligated) to enter the demised premises in any emergency at any time, and, at other reasonable times to examine the same and to make such repairs, replacements and improvements as Owner may deem necessary and reasonably desirable to any portion of the building or which Owner may elect to perform, in the premises, following Tenant's failure to make repairs or perform any work which Tenant is obligated to perform under this lease, or for the purpose of complying with the laws, regulations and other directions of governmental authorities. Tenant shall permit Owner to use and maintain and replace pipes and conduits in and through the demised premises and to erect new pipes and conduits therein, provided they are within the walls, Owner may, during the progress of any work in the demised premises, take all necessary materials and equipment into said premises without the same constituting an eviction nor shall the Tenant be entitled to any abatement of rent while such work is in progress nor to any damages by reason of loss or interruption of business or otherwise. Throughout the term hereof Owner shall have the right to enter the demised premises at reasonable hours for the purpose of showing the same to prospective purchasers or mortgages of the building, and during the last six months of the term for the purpose of showing the same to prospective tenants and may, during said six months period, place upon the premises the usual notice "To Let" and "For Sale" which notices Tenant shall permit to remain thereon without molestation. If Tenant is not present to open and permit an entry into the premises, Owner or Owner's agents may enter the same whenever such entry may be necessary or permissible by master key or forcibly and provided reasonable care is exercised to safeguard Tenant's property and such entry shall not render Owner or its agents liable therefor, nor in any event shall the obligations of Tenant hereunder be affected. If during the last month of the term Tenant shall have removed all or substantially all of Tenant's property therefrom, Owner may immediately enter, alter, renovate or redecorate the demised premises without limitation or abatement of rent, or incurring liability to Tenant for any compensation and such act shall have no effect on this lease or Tenant's obligations hereunder. Owner shall have the right at any time, without the same constituting an eviction and without incurring liability to Tenant therefor to change the arrangement and/or location of public entrances, passageways, doors, doorways, corridors, elevators, stairs, toilets, or other public parts of the building and to change the name, number or designation by which the building may be known.

Vault, Vault Space, Area: 14. No vaults, vault space or area, whether or not enclosed or covered, not within the property line of the building is leased hereunder, anything contained in or indicated on any sketch, blue print, or plan, or anything contained elsewhere in this lease to the contrary notwithstanding. Owner makes no presentation as to the location of the property line of the building. All vaults and vault space and all such areas not within the property line of the building, which Tenant may be permitted to use and/or occupy, is to be used and/or occupied under a revocable license, and if such license is revoked, or if the amount of such space or area be diminished or required by any federal, state or municipal authority or public utility, Owner shall not be subject to any liability nor shall Tenant be entitled to any compensation or diminution or abatement of rent, nor shall such revocation, diminution or requisition be deemed constructive or actual eviction. Any tax, fee or charge of municipal authorities for such vault or area shall be paid by Tenant.

Occupancy: 15. Tenant will not at any time use or occupy the demised premises in violation of, Articles 2 or 17 hereof, or of, the certificate of occupancy issued for the building of which the demised premises are a part. Tenant has inspected the premises and accepts them as is, subject to the riders annexed hereto with respect to Owner's work, if any. In any event, Owner makes no representation as to the condition of the

premises and Tenant agrees to accept the same subject to violations whether or not of record

Bankruptcy: 16. (a) Anything elsewhere in this lease to the contrary notwithstanding, this lease may be cancelled by Landlord by the sending of a written notice to Tenant within a reasonable time after the happening of any one or more of the following events: (1) the commencement of a case in bankruptcy or under the laws of any state naming Tenant as the debtor, or (2) the making by Tenant of an assignment or any other arrangement for the benefit of creditors under any state statute. Neither Tenant nor any person claiming through or under Tenant, or by reason of any statute or order of court, shall thereafter be entitled to possession of the premises demised but shall forthwith quit and surrender the premises. If this lease shall be assigned in accordance with its terms, the provisions of this Article 16 shall be applicable only to the party then owning Tenant's interest in this lease. (b) It is stipulated and agreed that in the event of the termination of this lease pursuant to (a) hereof, Owner shall forthwith, notwithstanding any other provisions of this lease to the contrary, be entitled to recover from Tenant as and for liquidated damages an amount equal to the difference between the rent reserved hereunder for the unexpired portion of the term demised and the fair and reasonable rental value of the demised premises for the same period. In the computation of such damages the difference between the any installment of rent becoming due hereunder after the date of termination and the fair and reasonable rental value of the demised premises for the period for which such installment was payable shall be discounted to the date of termination at the rate of four per cent (4%) per annum. If such premises or any part thereof be re-let by the Owner for the unexpired term of said lease, or any part thereof, before presentation of proof of such liquidated damages to any court, commission or tribunal, the amount of rent reserved upon such re-letting shall be deemed to be the fair and reasonable rental value for the part of the whole of the premises so re-let during the term of the re-letting. Nothing herein contained shall limit or prejudice the right of the Owner to prove for and obtain as liquidated damages by reason of such termination, an amount equal to the maximum allowed by any statute of law in effect at the time when, and governing the proceedings in which, such damages are to be proved, whether or not such amount greater, equal to, or less than the amount of the difference referred to above.

Default: 17. (1) If Tenant defaults in fulfilling any of the covenants of this lease other than the covenants for the payment of rent or additional rent, or if the demised premises become vacant or deserted, or if any execution or attachments shall be issued against Tenant or any of Tenant's property whereupon the demised premises shall be taken or occupied by someone other than Tenant, or if this lease be rejected under Section 365 of Title 11 of the U.S. Code (Bankruptcy Code), or if Tenant shall fail to move into or take possession of the premises within fifteen (15) days after the commencement of the term of this lease, of which fact Owner shall be the sole judge; then, in any one or more of such events, upon Owner serving a written five (5) days' notice upon Tenant specifying the nature of said default and upon the expiration of said five (5) days, if Tenant shall have failed to comply with or remedy such default, or if the said default or omission complained of shall be of a nature that the same cannot be completely cured or remedied within said five (5) day period, and if Tenant shall not have diligently commenced curing such default within such five (5) day period, and shall not thereafter with reasonable diligence and in good faith lease and the term thereof and Tenant shall then quit and surrender the demised premises to Owner but Tenant shall remain liable as hereinafter provided. (2) If the notice provided for in (1) hereof shall have been given, and the term shall expire as aforesaid, or if Tenant shall make default in the payment of the rent reserved herein or any item of additional rent herein mentioned or any part of either or in making any other payment herein required, then and in any of such events Owner may without notice, re-enter the demised premises either by force or otherwise, and dispossess Tenant by summary proceedings or otherwise, and the legal representative of Tenant or other occupant of demised premises and remove their effects and hold the premises as if this lease had not been made, and Tenant hereby waives the service of notice of intention to re-enter or to institute legal proceedings to that end.

Remedies of Owner and Waiver of Redemption: 18. In case of any such default, re-entry, expiration and/or dispossession by summary proceedings or otherwise, (a) the rent, and additional rent, shall become due thereupon and be paid up to the time of such re-entry, dispossession and/or expiration. (b) Owner may re-let the premises or any part or parts thereof, either in the name of Owner or otherwise, for a term or terms, which may at Owner's option be less than or exceed the period which would otherwise have constituted the balance of the term of this lease and may grant concessions or free rent or charge a higher rental than that in this lease, and/or O Tenant or the legal representatives of Tenant shall also pay Owner as liquidated damages for the failure of Tenant to observe and perform said Tenant's covenants herein contained, any deficiency between the rent hereby reserved and/or covenanted to be paid and the net amount, if any, of the rents collected on account of the subsequent lease or leases of the demised premises for each month of the period which would otherwise have constituted the balance of the term of this lease. The failure of Owner to re-let the premises or any part or parts thereof shall not release or affect Tenant's liability for damages. In computing such liquidated damages there shall be added to the said deficiency such expenses as Owner may incur in connection with re-letting, such as legal expenses, attorney's fees, brokerage, advertising and for keeping the demised premises in good order or for preparing the same for re-letting. Any such liquidated damages shall be paid in monthly installments by Tenant on the rent day specified in this lease. Owner, in putting the demised premises in good order or preparing the same for re-letting may, at Owner's option, make such alterations, repairs, replacements, and/or decorations in the demised premises as Owner, in Owner's sole judgment, considers advisable and necessary for the purpose of re-letting the demised premises, and the making of such alterations, repairs, replacements, and/or decorations shall not operate or be construed to release Tenant from liability. Owner shall in no event be liable in any way whatsoever for failure to re-let the demised premises, or in the event that the demised premises are re-let, for failure to collect the rent thereof under such re-letting, and in no event shall Tenant be entitled to receive any excess, if any, of such net rent collected over the sums payable by Tenant to Owner hereunder. In the event of a breach or threatened breach by Tenant or

any of the covenants or provisions hereof, Owner shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings and other remedies were not herein provided for. Mention in this lease of any particular remedy, shall not preclude Owner from any other remedy, in law or in equity. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws.

Fees and Expenses: 19. If Tenant shall default in the observance or performance of any term or covenant on Tenant's part to be observed or performed under or by virtue of any of the terms or provisions in any article of this lease, then, unless otherwise provided elsewhere in this lease, Owner may immediately or at any time thereafter and without notice perform the obligation of Tenant thereunder, and if in the covenant to pay rent hereunder, makes any expenditures or incurs any obligations for the payment of money, including but not limited to attorney's fees, in instituting, prosecuting or defending any actions or proceedings, such sums so paid or obligations incurred with interest and costs shall be deemed to be additional rent hereunder and shall be paid by Tenant to Owner within five (5) days of rendition of any bill or statement to Tenant therefor, and if Tenant's lease term shall have expired at the time of making of such expenditures or incurring of such obligations, such sums shall be recoverable by Owner as damages.

No Representations by Owner: 20. Neither Owner nor Owner's agents have made any representations or promises with respect to the physical condition of the building, the land upon which it is erected or the demised premises, the tents, leases, expenses of operation, or any other matter or thing affecting or related to the premises except as herein expressly set forth and no rights, easements or licenses are acquired by Tenant by implication or otherwise except as expressly set forth in the provisions of this lease. Tenant has inspected the building and the demised premises and is thoroughly acquainted with their condition, and agrees to take the same "as is" and acknowledges that the taking of possession of the demised premises by Tenant shall be conclusive evidence that the said premises and the building of which the same form a part were in good and satisfactory condition at the time such possession was so taken, except as to latent defects. All understandings and agreements heretofore made between the parties hereto are merged in this contract, which alone fully and completely expresses the agreement between Owner and Tenant and any executory agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of it in whole or in part, unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge or abandonment is sought.

End of Term: 21. Upon the expiration or other termination of the term of this lease, Tenant shall quit and surrender to Owner the demised premises, broom clean, in good order and condition, ordinary wear accepted, and Tenant shall remove all its property. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of this lease. If the last day of the term of this lease or any renewal thereof, falls on Sunday, this lease shall expire at noon on the preceding Saturday unless it be a legal holiday in which case it shall expire at noon on the preceding business day.

Quiet Enjoyment: 22. Owner covenants and agrees with Tenant that upon Tenant paying the rent and additional rent and observing and performing all the terms, covenants and conditions, on Tenant's part to be observed and performed, Tenant may peaceably and quietly enjoy the premises hereby demised, subject, nevertheless, to the terms and conditions of this lease including, but not limited to, Article 33 hereof and to the ground leases, underlying leases and mortgages hereinbefore mentioned.

Failure to Give Possession: 23. If Owner is unable to give possession of the demised premises on the date of the commencement of the term hereof, because of the holding-over or retention of possession of any tenant, undertenant or occupants, or if the premises are located in a building being constructed, because such building has not been sufficiently completed to make the premises ready for occupancy or because of the fact that a certificate of occupancy has not been procured or for any other reason, Owner shall not be subject to any liability for failure to give possession on said date and the validity of the lease shall not be impaired under such circumstances, nor shall the same be construed in any wise to extend the term of this lease, but the rent payable hereunder shall be abated (provided Tenant is not responsible for the inability to obtain possession) until after Owner shall have given Tenant written notice that the premises are substantially ready for Tenant's occupancy. If permission is given to Tenant to enter into the possession of the demised premises specified as the commencement of the term of this lease, Tenant covenants and agrees that such occupancy shall be deemed to be under all the terms, covenants, conditions and provision of this lease, except as to the covenant to pay rent. The provisions of this article are intended to constitute "an express provision to the contrary" within the meaning of Section 223a of the New York Real Property Law.

No Waiver: 24. The failure of Owner to seek redress for violation of, or insist upon the strict performance of any covenant or condition of this lease or of any of the Rules or Regulations set forth or hereafter adopted by Owner, shall not prevent a subsequent act which would have originally constituted a violation from having all the force and effect of an original violation. The receipt by owner of rent with knowledge of the breach of any covenant of this lease shall not be deemed a waiver of such breach and no provision of this lease shall be deemed to have been waived by Owner unless such waiver be in writing signed by Owner. No payment by Tenant or receipt by Owner of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement of any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Owner may accept such check or payment without prejudice to Owner's right to recover the balance of such rent or pursue any other remedy in this lease provided. No act or thing done by Owner or Owner's agent during the term hereby demised shall be deemed in acceptance of a



surrender of said premises and no agreement to accept such surrender shall be valid unless in writing signed by Owner. No employee of Owner or Owner's agent shall have any power to accept the keys of said premises prior to the termination of the lease and the delivery of keys to any such agent or employee shall not operate as a termination of the lease or a surrender of the premises

Waiver of 25. Trial by Jury: It is mutually agreed by and between Owner and Tenant that the respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other (except for personal injury or property damage) on any matters whatsoever arising out of or in any way connected with this lease, the relationship of Owner and Tenant, Tenant's use of or occupancy of said premises, and any emergency statutory or any other statutory remedy. It is further mutually agreed that in the event Owner commences any summary proceeding for possession of the premises, Tenant will not interpose any counterclaim of whatever nature or description in any such proceeding.

Inability to Perform: 26. This lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall in no way be affected, impaired or excused because Owner is unable to fulfill any of its obligations under this lease or to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed making any repair, additions, alteration or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Owner is prevented or delayed from so doing by reason of strike or labor troubles, government preemption in connection with a National Emergency or by reason of any rule, order or regulation of any department or subdivision thereof of any government agency or by reason of any rule, order or regulation of any department or subdivision thereof of any government agency or by reason of the conditions of supply and demand which have been or are affected by war or other emergency, or when, in the judgment of Owner, temporary interruption of such services is necessary by reason of accident, mechanical breakdown, or to make repairs, alterations or improvements

Bills and Notices: 27. Except as otherwise in this lease provided, a bill, statement, notice or communication which Owner may desire or be required to give to Tenant, shall be deemed sufficiently given or rendered if, in writing, delivered to Tenant personally or sent by registered or certified mail addressed to Tenant at the building of which the demised premises form a part or at the last known residence address or business address of Tenant or left at any of the aforesaid premises addressed to Tenant, and the time of the rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is delivered to Tenant, mailed, or left at the premises as herein provided. Any notice by Tenant to Owner at the address first hereinabove given or at such other address as Owner shall designate by written notice

Water Charges: 28. If Tenant required, uses or consumes water for any purpose in addition to ordinary lavatory purposes (of which fact Tenant constitutes Owner to be the sole judge) Owner may install a water meter and thereby measures Tenant's water consumption for all purposes. Tenant shall pay Owner for the cost of the meter and the cost of the installation thereof and throughout the duration of Tenant's occupancy Tenant shall keep said meter and installation equipment in good working order and repair at Tenant's own cost and expense. Tenant agrees to pay for water consumed, as shown on said meter and when bills are rendered. Tenant covenants and agrees to pay the sewer rent, charge or any other tax, rent, levy or charge which now or hereafter is assessed, imposed or a lien upon the demised premises or the realty of which they are part pursuant to law, order or regulation made or issued in connection with the use, consumption, maintenance or supply of water, water system or payable by Tenant as additional rent. If the building or the demised premises or any part thereof be supplied with water through a meter through which water is also supplied to other premises Tenant shall pay to Owner as additional rent on the first day of the month, \$150.00 of the total meter charges, as Tenant's portion. Independently of and in addition to any of the remedies reserved to Owner hereinabove or elsewhere in this lease Owner may sue for and collect any monies to be paid by Tenant or paid by Owner for any of the reasons or purposes hereinabove set forth

Sprinklers: 29. Anything elsewhere in this lease to the contrary notwithstanding, if the New York Board of Fire Under-writers of the Insurance Services Office or any bureau, department or official of the federal, state or city government require or recommend the installation of a sprinkler system or that any changes, modifications, alterations, or additional sprinkler heads or other equipment be made or supplied in an existing sprinkler system by reason of Tenant's business, or the location of partitions, trade fixture, or other contents of the demised premises, or for any other reason, or if any such sprinkler systems installations, changes, modifications, alterations, additional sprinkler heads or other such equipment, become necessary to prevent the imposition of a penalty or charge against the full allowance for a sprinkler system in the fire insurance rate set by any said Exchange or by any fire insurance company Tenant shall, at Tenant's expense, promptly make such sprinkler system installation, changes, modifications, alterations and supply additional sprinkler heads or other equipment as required whether the work involved shall be structural or non-structural in nature. Tenant shall pay to Owner as additional rent the sum of \$150.00 on the first day of each month during the term of this lease, as Tenant's of the contract price for sprinkler supervisory service

Heat, Cleaning: 30. As long as Tenant is not in default under any of the covenants of this lease Owner shall, if and insofar as existing facilities permit furnish heat to the demised premises, when and as required by law, on business days from 8:00 a.m. to 6:00 p.m. and on Saturdays from 8:00 a.m. to 1:00 p.m. Tenant shall at Tenant's expense, keep demised premises are situated on the street floor, Tenant shall, at Tenant's own expense, make all repairs and replacement to

the sidewalks and curbs adjacent thereto, and keep said sidewalks and curbs free from snow, ice, dirt and rubbish. Tenant shall pay to Owner the cost of removal of any of Tenant's refuse and rubbish from the building. Bills for the same shall be rendered by Owner to Tenant at such times as Owner may elect and shall be due and payable when rendered, and the amount of such bills shall be deemed to be, and be paid as, additional rent. Tenant shall, however, have the option of independently contracting for the removal of such rubbish and refuse in the event that Tenant does not wish to have same done by employees of Owner. Under such circumstances, however, the removal of such refuse and rubbish by others shall be subject to such rules and regulations as, in the judgment of Owner, are necessary for the proper operation of the building.

Security: 31. Tenant has deposited with Owner the sum of \$168,000.00 as security for the faithful performance and observance by Tenant of the terms, provisions and conditions of this lease, it is agreed that in the event Tenant defaults in respect of any of the terms, provisions and conditions of this lease, including, but not limited to, the payment of rent and additional rent, Owner may use, apply or retain the whole or any part of the security so deposited to the extent required for the payment of any rent and additional rent or any other sum as to which the Tenant is in default or for any sum which Owner may expend or may be required to expend by reason of Tenant's default in respect of any of the terms, covenants and conditions of this lease, including but not limited to, any damages or deficiency accrued before or after summary proceedings or other re-entry by Owner. In the event that Tenant shall fully and faithfully comply with all of the terms, provisions, covenants and conditions of this lease, the security shall be returned to Tenant after the date fixed as the end of the Lease and after delivery of entire possession of the demised premises to Owner. In the event of a sale of the land and building or leasing of the building, of which the demised premises form a part, Owner shall have the right to transfer the security to the vendee or lessee and Owner thereupon be released by Tenant from all liability for the return of such security under this lease, and Tenant agrees to look to the new Owner solely for the return of said security, and it is agreed that the provision hereof shall apply to every transfer or assignment made of the security to a new Owner. Tenant further covenants that it will not assign or encumber or attempt to assign or encumber the monies deposited herein as security and that neither Owner nor its successors or assigns shall be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance. See Rider No. 1

Captions: 32. The Captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this lease nor their intent of any provision thereof

Definitions: 33. The term "Owner" as used in this lease means only the owner of the fee or of the leasehold of the building, or the mortgagee in possession, for the time being of the land and building (or the owner of a lease of the building or of the land and building) of which the demised premises form a part, so that in the event of any sale or sales of said land and building or of said lease, or in the event of a lease of said building, or of the land and building, the said Owner shall be and hereby is entirely freed and relieved of all covenants and obligations of Owner hereunder, and it shall be deemed and construed without further agreement between the parties or their successors in interest, or between the parties and the purchaser, at any such sale, or the said lessee of the building, or of the land and building, that the purchaser or the lessee of the building has assumed and agreed to carry out any and all covenants and obligations of Owner hereunder. The words "re-enter" and "re-entry" as used in this lease are not restricted to their technical legal meaning. The term "rent" includes the annual rental rate whether so-expressed or expressed in monthly installments, and "additional rent" means all sums which shall be due to new Owner from Tenant under this lease, in addition to the annual rental rate. The term "business days" as used in this lease, shall exclude Saturdays (except such portion thereof as is covered by specific hours in Article 31 hereof), Sundays and all days observed by the State or Federal Government as legal holidays and those designated as holidays by the applicable building service union employees service contract or by the applicable Operating Engineers contract with respect to HVAC service

Adjacent Excavation-Shoring: 34. If an excavation shall be made upon land adjacent to the demised premises, or shall be authorized to be made, Tenant shall afford to the person causing or authorized to cause such excavation, license to enter upon the demised premises for the purpose of doing such work as said person shall deem necessary to preserve the wall or the building of which the demised premises form a part from injury or damage and to support the same by proper foundations without any claim for damages or indemnity against Owner, or diminution or abatement of rent

Rules and Regulations: 35. Tenant and Tenant's servants, employees, agents, visitors, and licensees shall observe faithfully, and comply strictly with, the Rules and Regulations annexed hereto and such other and further reasonable Rules and Regulations as Owner or Owner's agents may from time to time adopt. Notice of any additional rules or regulations shall be given in such manner as Owner may elect. In case Tenant disputes the reasonableness of any additional Rule or Regulation hereafter made or adopted by Owner or Owner's agents, the parties hereto agree to submit the question of the reasonableness of such Rule or Regulation for decision to the New York office of the American Arbitration Association, whose determination shall be final and conclusive upon the parties hereto. The right to dispute the reasonableness of any additional Rule and Regulation upon Tenant's part shall be deemed waived unless the same shall be asserted by service of a notice, in writing upon Owner within ten (10) days after the giving of notice thereof. Nothing in this lease contained shall be construed to impose upon Owner any duty or obligation to enforce the Rules and Regulations or terms, covenants or conditions in any other lease, as against any other tenant and Owner shall not be liable to Tenant for violation of the same by any other tenant, its servants, employees, agents, visitors or licensees

① MW

Glass: 36. Owner shall replace, at the expense of the Tenant, any and all plate and other glass damaged or broken from any cause whatsoever in and about the demised premises. Owner may insure, and keep insured, at Tenant's expense, all plate and other glass in the demised premises for and in the name of Owner. Bills for the premiums therefor shall be rendered by Owner to Tenant at such times as Owner may elect, and shall be due from, and payable by, Tenant when rendered, and the amount thereof shall be deemed to be, and be paid, as additional rent.

Pornographic Uses Prohibited 37. Tenant agrees that the value of the demised premises, and the reputation of the Owner, will be seriously injured if the premises are used for any obscene or pornographic purposes or any sort of commercial sex establishment. Tenant agrees that Tenant will not bring or permit any obscene or pornographic material on the premises, and shall not permit or conduct any obscene, nude, or semi-nude live performances on the premises, nor permit use of the premises for nude modeling, rap sessions, or as a so-called rubber goods shop, or as a sex club of any sort, or as a "massage parlor." Tenant agrees, further, that Tenant will not permit any of these uses by any sublessee or assignee of the premises. This Article shall directly bind any successors in interest to the Tenant. Tenant agrees that if at any time, Tenant violates any of the provisions of this Article, such violation

shall be deemed a breach of a substantial obligation of the terms of this lease and objectionable conduct. Pornographic material is defined for purposes of this Article as any content or pictorial matter with present appeal or any objects of instrument that are primarily concerned with lewd or prurient sexual actions. Obscene material is defined here as it is in Penal Law § 235.05.

Estoppel Certificate: 38. Tenant, at any time, and from time to time, upon at least (ten) day's prior notice by Owner, shall execute, acknowledge and deliver to Owner, and/or to any other person, firm or corporation specified by Owner, a statement certifying that this Lease is unmodified in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications), stating the date(s) to which the rent and additional rent have been paid, and stating whether or not there exists any default by Owner under this Lease, and, if so, specifying each such default.

Successors and Assigns: 39. The covenants, conditions, and agreements contained in this lease shall bind and inure to the benefit of Owner and Tenant and their respective heirs, distributees, executors, administrators, successors, and assigns, except as otherwise provided in this lease, their assigns,

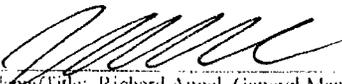
[Rider(s) No.(s) 1 and Floor Plan attached hereto and made a part hereof.]

IN WITNESS THEREOF, Owner and Tenant have respective signed and sealed this lease as of the day and year above written.

Witness for Owner

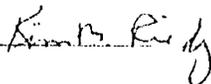
DEZER PROPERTIES 40 LLC

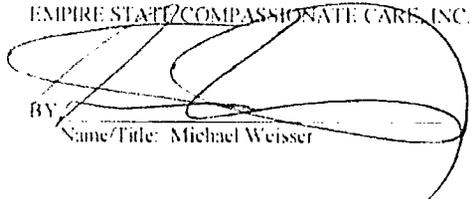
BY: _____

BY:  6/9/14
Name/Title: Richard Angel, General Manager

Witness for Tenant:

EMPIRE STATE COMPASSIONATE CARE, INC.

BY:  _____

BY:  _____
Name/Title: Michael Weisser



ACKNOWLEDGMENTS

CORPORATE OWNER
STAT OF NEW YORK, s.s.:
County of

On this day of , 20 , before me

personally came
to me known, who being by me duly sworn, did depose and say that he resides
in

that he is the of

the corporation described in and which executed the foregoing instrument, as
OWNER, that he knows the seal of said corporation, that the seal affixed in
said instrument is such corporate seal, that it was so affixed by the order of the
Board of Directors of said corporation, and that he signed his name thereto by
like order

INDIVIDUAL OWNER
STATE OF NEW YORK, s.s.:
County of

On this day of , 20 , before me

personally came
to me known and known to me to be the individual
described in and who, as OWNER, executed the foregoing instrument and
acknowledged to me that he executed the same

CORPORATE TENANT
STATE OF NEW YORK, s.s.:
County of

On this day of , 20 , before me

personally came
to me known, who being by me duly sworn, did depose and say that he resides
in

that he is the of

the corporation described in and which executed the foregoing instrument, as
TENANT, that he knows the seal of said corporation, that the seal affixed to
said instrument is such corporate seal, that it was so affixed by order of the
Board of Directors of said corporation, and that he signed his name thereto by
like order

INDIVIDUAL TENANT
STATE OF NEW YORK, s.s.:
County of

On this day of , 20 , before me

personally came
to me known and known to me to be the individual
described in and who, as TENANT, executed the foregoing instrument and
acknowledged to me that he executed the same

RULES AND REGULATIONS ATTACHED TO AND
MADE A PART OF THIS LEASE IN ACCORDANCE WITH
ARTICLE 33.

- 1. The sidewalks, entrance, driveways, passages, courts, elevators,
vestibules, stairways, corridors, or halls shall not be obstructed or encumbered
by any Tenant or used for any purpose other than for ingress to and egress
from the demised premises and for delivery of merchandise and equipment in
a prompt and efficient manner using elevators and passageways designated for
such delivery by Owner. There shall not be used in any space, or in the public
hall of the building, either by any Tenant or by jobbers, or others in the
delivery or receipt of merchandise, any hand trucks except those equipped
with rubber tires and safeguards
2. If the premises are situated on the ground floor of the building, Tenant
thereof shall further, at Tenant's expense, keep the sidewalks and curb in front
of said premises clean and free from ice, snow, etc.
3. The water and wash closets and plumbing fixtures shall not be used for
any purposes other than those for which they were designed or constructed
4. Tenant shall not use, keep or permit to be used or kept any foul or noxious
gas or substance in the demised premises, or permit or suffer the demised
premises to be occupied or used in a manner offensive or objectionable to
Owner or other occupants of the building by reason of noise, odors and/or
vibrations or interfere in any way with other Tenants or those having business
therein
5. No sign, advertisement, notice or other lettering shall be exhibited,
inscribed, painted or affixed by any Tenant on any part of the outside of the
demised premises or the building or on the inside of the demised premises if
the same is visible from the outside of the premises without the prior written
consent of Owner, except that the name of Tenant may appear on the entrance
door of the premises. In the event of the violation of the foregoing by any
Tenant, Owner may remove same without any liability and may charge the
expense incurred by such removal to Tenant or Tenants violating this rule.
Signs on interior doors and directory tablet shall be inscribed, painted or
affixed for each Tenant by Owner at the expense of such Tenant, and shall be
of a size, color and style acceptable to Owner

- 6. No Tenant shall mark, paint, drill into, or in any way deface any part of
the demised premises or the building of which they form a part. No boring,
cutting or singeing of wires shall be permitted, except with the prior written
consent of Owner, and as Owner may direct. No Tenant shall lay linoleum, or
other similar floor covering, so that the same shall come in direct contact with
the floor of the demised premises, and, if linoleum or other similar floor
covering is desired to be used in interlining of builder's desanding felt shall
be first affixed to the floor, by a paste or other material, soluble in water, the use
of cement or other similar adhesive material being expressly prohibited
7. Freight, furniture, business equipment, merchandise and bulky matter of
any description shall be delivered to and removed from the premises only on
the freight elevators and through the service entrances and corridors, and only
during hours and in a manner approved by Owner. Owner reserves the right to
inspect all freight to be brought into the building and to exclude from the
building all freight which violates any of these Rules and Regulations or the
lease of which these Rules and Regulations are a part
8. Owner reserves the right to exclude from the building between the hours
of 6 P.M. and 8 A.M. and at all hours on Sundays, and holidays all persons
who do not present a pass to the building signed by Owner. Owner will
furnish passes to persons for whom any Tenant requests same in writing. Each
Tenant shall be responsible for all persons for whom he requests such pass
and shall be liable to Owner for all acts of such person
9. Owner shall have the right to prohibit any advertising by any Tenant
which, in Owner's opinion, tends to impair the reputation of Owner or its
desirability as a building for stores or offices, and upon written notice from
Owner, Tenant shall refrain from or discontinue such advertising
10. Tenant shall not bring or permit to be brought or kept in or on the
demised premises, any inflammable, combustible, or explosive fluid, material,
chemical or substances, or cause or permit any odors of cooking or other
processes, or any unusual or other objectionable odors to permeate in or
emanate from the demised premises
11. Tenant shall not place a load on any floor of the demised premises
exceeding the floor load per square foot area which it was designed to carry
and which is allowed by law. Owner reserves the right to prescribe the weight
and position of all safes, business machines and mechanical equipment. Such
installations shall be placed and maintained by Tenant at Tenant's expense in
setting sufficient in Owner's judgment to absorb and prevent vibration, noise
and annoyance

GUARANTY

The undersigned Guarantor guarantees to Owner, Owner's successors and
assigns, the full performance and observance of all the agreements to be
performed and observed by Tenant in the attached Lease, including the "Rules
and Regulations" as therein provided, without requiring any notice to
Guarantor of nonpayment or, nonperformance, or proof, or notice of demand,
to hold the undersigned responsible under this guaranty, all of which the
undersigned hereby expressly waives and expressly agrees that the legality of
this agreement and the agreements of the Guarantor under this agreement shall
not be ended, or changed by reason of the claims to Owner against Tenant of
any of the rights or remedies given to Owner as agreed in the attached Lease

The Guarantor further agrees that this guaranty shall remain and continue in
full force and effect as to any renewal, change or extension of the Lease. As a
further inducement to Owner to make the Lease Owner and Guarantor agree
that in any action or proceeding brought by either Owner or the Guarantor
against the other on any matters concerning the Lease or of this guaranty that
Owner and the undersigned shall and do waive trial by jury

Guarantor

Handwritten signature and initials.

RIDER No. 1, attached to and made part of lease dated _____ day of June 2015 between DEZER PROPERTIES 40 I.L.C. as Owner and EMPIRE STATE COMPASSIONATE CARE, INC., as Tenant.

In the event of any inconsistencies or contradiction between the Rider and preprinted portion of this Lease, the Rider shall govern

40. Base Rent.

A. Tenant shall pay base annual rent in accordance with the following schedule:

Term	Monthly Amount	Annual Amount
10/1/15 - 9/30/16	\$42,000.00	\$504,000.00
10/1/16 - 9/30/17	\$43,260.00	\$519,120.00
10/1/17 - 9/30/18	\$44,557.80	\$534,693.60
10/1/18 - 9/30/19	\$45,894.53	\$550,734.36
10/1/19 - 9/30/20	\$47,271.37	\$567,256.44

41. INTENTIONALLY LEFT BLANK

42. Security.

- A. Tenant has deposited with the Owner the sum of \$20,000.00 which shall be applied to total security deposit of \$168,000.00, thereby leaving a balance due by August 7, 2015 of \$148,000.00. Modifying paragraph 31 of the printed part of the lease and notwithstanding anything contained herein, Owner and Tenant agree that the security deposit shall be adjusted annually so that the security deposited with Owner shall always equal four times the current monthly base rent. On each anniversary date of the commencement of the term of this lease, tenant will deposit with Owner the additional sum as security required so that the total security deposit shall be equal to four times the then current monthly base rent.
- B. Notwithstanding paragraph 32 of this Lease, Landlord shall have sixty (60) days upon which to return Tenant's security deposit, or any portion remaining therein, upon Tenant's delivery of the Demised Premises to Landlord and its satisfactory compliance with the terms and conditions contained in this Lease.
- C. It is agreed and understood by the parties hereto that the Tenant has made application for one of five New York State medical marijuana licenses. The parties anticipate that the State of New York will render its decision as to the award of the licenses on or before August 7, 2015. In the event Tenant is not awarded one of the five medical marijuana licenses by the state, then the parties agree that the \$20,000 good faith deposit that has been paid herewith shall be forfeited and this lease will become null and void and of no further force and effect and Tenant will have no further obligations to Landlord.

43. Additional Rent; Late Charges.

- A. As used in this lease, "Additional Rent" (whether capitalized or not) shall be and consist of all sums of money, costs, expenses, or charges of any kind or amount whatsoever (other than Base Annual Rent) which Tenant assumes or agrees to pay, or which become due and payable by Tenant to Owner pursuant to this lease. If Tenant fails to pay any Additional Rent, Owner shall have the same rights and remedies under this lease as in the case of non-payment of Base Annual Rent.
- B. Whenever Tenant is required by the terms of this lease and the Riders thereto to pay to Owner a sum of money and payment is not made within ten (10) days after the same becomes due, a late charge shall be imposed on said sum or so much thereof as shall be unpaid, from the date it becomes due until it is paid. Such late charge shall be equal to \$250.00 or five (5%) percent of the sum of money that was not paid within the ten (10) days from the due date per month. In addition, in the event the Tenant owes the Landlord in excess of one month base rent, or in the event the tenant has timely failed to comply with any nonmonetary obligation as provided for by this Lease, then the Owner shall, upon twenty (20) days written notice to cure to the Tenant, have the right to terminate this Lease and exercise its options set forth in paragraphs "17(1)" and "17(2)" herein, which said paragraphs the Tenant hereby acknowledges having read and being fully familiar with.
- C. Tenant will be charged \$250.00 Dollars as additional rent, for service of a three (3) day Notice of Default. To save this fee, rent must be received prior to the 10th of each month.
- D. In the event Tenant's check is dishonored by Landlord's bank due to insufficient funds, Tenant shall be responsible for a \$100.00 fee each time, which fee shall constitute additional rent. Landlord reserves the right to demand certified or bank funds in payment of rent if Tenant "bounces" three (3) checks in any rental year.

44. Renovations, Alterations and Improvements.

- A. If Tenant desires to perform any renovations, alterations, and improvements of any kind or nature in the premises during the term of this lease, as long as it affects the structural integrity of the Demised Premises or the building (hereinafter referred to as "Tenant's Work"), it will do so in accordance with Owners' written approval process which shall include among other things, an escrow to be deposited for the faithful performance and appropriate New York City agency sign-off of the work, and only in accordance with plans and specifications which are first submitted to and approval by Owner. Said approval shall not be deemed Owner's consent to any specific contractor or subcontractor to perform said work, as required by Section 3 of the lien law. Said approval will be given merely for the convenience of the Tenant. Owner shall provide Tenant with its comments on the proposed work no more than ten (10) business days after its receipt of Tenant's plans and Tenant shall provide Owner with revised plans, at least three (3) business days prior to the commencement of Tenant's Work, incorporating Owner's comments. If Owner and Tenant cannot agree on the scope, nature and manner of Tenant's Work, Owner's

decision shall prevail. If Owner shall approve the plans and specifications for Tenant's Work, Tenant shall, before commencement thereof:

1. Obtain the necessary consents, authorizations, licenses and permits from all federal, state and/or municipal authorities having jurisdiction over such work;
 2. Furnish to Owner a copy of the contract made by Tenant with the contractor and/or other person or persons who will perform Tenant's Work, which contract will provide among other things:
 - (a) that the work will be done in accordance with the approved plans and specifications and the consents, authorizations and licenses obtained;
 - (b) that the contractor or other persons performing the work will look solely to Tenant for payment and will hold Owner and the demised premises and the building containing the demised premises free from all liens and claims of all persons furnishing labor or materials therefor, or both;
 - (c) that similar waivers of the right to file Mechanic's Liens shall be obtained from any and all contractors, subcontractors, suppliers and/or materialmen; and copies of said lien waivers given to Owner, prior to any work undertaken or materials fabricated and/or delivered to the Building by any said contractor, subcontractor, supplier and/or material man; and
 3. Furnish to Owner a certificate or certificates of Workmen's Compensation Insurance covering all persons who will perform Tenant's Work for Tenant or any contractors, subcontractor or any other person
 4. Furnish to Owner an original policy of public liability insurance covering Owner in limits of five hundred thousand (\$500,000.00) dollars for injuries or damages to any one person, one million (\$1,000,000.00) dollars in any one accident or disaster and one hundred thousand (\$100,000.00) dollars with respect to property damage, with an insurance company approved by Owner. Such policy shall be maintained at all times during the progress of Tenant's Work and until completion thereof, and shall provide that no cancellation shall be effective unless ten (10) days' prior written notice has been given to Owner.
- B. Tenant agrees to indemnify and save Owner harmless from and against any and all bills for labor performed and equipment, fixtures and materials, furnished to Tenant and from and against any and all liens, bills or claims there for or against the demised premises or the building containing the same and from and against all losses, damages, costs, expenses, suits and claims whatsoever in connection with Tenant's Work. The cost of Tenant's Work shall be paid for by Tenant in such a manner and at such times so that the demised premises and the building containing the same shall at all times be free of liens for labor and material supplied or claimed to have been supplied. Tenant may arrange for removal of any such liens by bonding with a reputable bonding company.
- C. In case of any default or threatened default by Tenant under the provisions of this Article 47, Owner, in addition to any other rights and remedies it may have by reason thereof, shall be entitled to a decree specifically enforcing the provisions of this Article and enjoining Tenant from continuing or performing any installation or work which shall have created such default.
- D. Notwithstanding any other term or provision in this Lease, Tenant may perform any interior and decor improvements of any kind or nature in the Demised Premises without required Owners consent provided that:
1. such action does not affect the structure or integrity of the Demised Premises;
 2. such action complies with Articles 45 and 49 hereof.

45. Insurance.

- A. Tenant shall obtain and keep in full force and effect during the term of this lease, or on and after the date in which Tenant receives a medical marijuana license from the State of New York, at its own cost and expense, comprehensive public liability and property damage insurance with a broad form contractual liability endorsement with a minimum limit of liability of \$1,000,000.00 for injury or death and damages to any one person, \$3,000,000.00 for injury or death arising out of any one occurrence, and \$1,000,000.00 for damage to property, naming Owner and Tenant as insured against any and all claims for personal injury, death or property damage occurring in, upon, adjacent to, or connected with the demised premises or any part thereof. In the event that such insurance coverage is not available, then Tenant may substitute for the foregoing similar insurance coverage in the maximum amount obtainable, not to exceed the foregoing minimum limits. Said insurance is to be written by insurance companies of recognized standing, authorized to do business in the State of New York. Tenant shall pay all premiums and charges therefor and upon failure to do so Owner may, but shall not be obligated to make such payments, in which event Tenant agrees to pay the amount thereof to Owner on demand, as additional Rent. Such policies shall contain a provision that no act or omission of Tenant will affect or limit the obligation of the insurance company to pay the amount of any loss sustained and shall be non-cancelable except upon thirty (30) days' advance written notice to Owner. In the event Tenant shall fail to obtain such insurance, Owner may, but shall not be obligated to, obtain the same, in which event the amount of the premium paid shall be paid by Tenant to Owner upon demand as additional Rent. Owner shall have the right at any time and from time to time during the term of this lease on not less than fifteen (15) days' notice to Tenant to require that Tenant increase the amounts and/or types of coverage required to be maintained under this Article to the amounts and/or types of coverages then required of tenants entering into new leases for similar space and usage in the Chelsea area.
- B. Each party hereby releases the other party with respect to any claim (including a claim for negligence) which it might otherwise have against the other party for loss, damage or destruction with respect to its property (including rental value or business interruption) occurring during the term of this lease to the extent to which such party is insured under a policy containing a waiver of subrogation or naming the other party as an additional insured, as provided in Article 9 of the printed part of this lease or in this Article 45. If, notwithstanding the recovery of insurance proceeds by either party for loss, damage or destruction of its property (or rental value or business



interruption) the other party is liable to the first party with respect thereto or is obligated under this lease to make replacement, repair or restoration, then provided the first party's right of full recovery under its insurance policies is not thereby prejudiced or otherwise adversely affected, the amount of the net proceeds of the first party's insurance against such loss, damage or destruction shall be offset against the other party's liability to the first party therefor, or shall be made available to the other party to pay for replacement, repair or restoration, as the case may be.

- C. The waiver of subrogation referred to in Section B of this Article 45 shall extend to the agents and employees of each party and, in the case of Tenant, shall also extend to all other permitted occupants of the demised premises, but only if and to the extent that such waiver can be obtained without additional charge (unless such party shall pay such charge). Nothing contained in this Article 45 shall be deemed to relieve either party from any duty imposed elsewhere in this lease to repair, restore or rebuild or to nullify any abatement of Fixed Annual Rent provided for elsewhere in this lease.
- D. Any employee of the Building to whom property shall be entrusted by or on behalf of Tenant shall be deemed in be acting as Tenant's agent with respect to such property and neither Owner nor its agents shall be liable for any damage to such property nor for the loss of or damage to any property of Tenant by theft or otherwise.
- E. Tenant shall deliver to Owner a duplicate original "Certificate of Insurance" within seven (7) days from the commencement date of the term of this Lease and a copy of the actual policy which demonstrates that the insurance company acknowledges that the Owner is in fact an additional insured. Failure to so provide Owner with these documents and maintain such insurance shall be deemed a MATERIAL DEFAULT.

46. Certificates by Tenant.

- A. At any time and from time to time, Tenant, for the benefit of Owner and the holder of any fee mortgage covering the Land or the Land and Building containing the Demised Premises, on at least five (5) days' prior written request by Owner, will deliver to Owner a statement, certifying that this Lease is not modified and is in full force and effect (or if there shall have been modifications that the same is in full force and effect as modified), and stating the modifications, the commencement and expiration dates hereof, the dates to which the Fixed Rent, Additional Rent and other charges have been paid, and whether or not, to the best knowledge of the signer of such statement, there are any then existing defaults on the part of either Owner or Tenant in the performance of the terms, covenants and conditions of this Lease, and if so, specifying the default of which the signer of such statement has knowledge.
- B. If any prospective mortgagee of the Land, Building or any leasehold interest therein requires, as a condition precedent to issuing its loan, the modification of this Lease in such manner as does not materially lessen Tenant's rights or increase its obligations hereunder, Tenant shall not delay or withhold its consent to such modification and shall execute and deliver such confirming documents therefore as such mortgagee requires.

47. Holdover, Use and Occupancy.

- A. Owner and Tenant acknowledge and agree that should Tenant hold over in possession after the expiration or sooner termination of the original term or of any extended term of this lease, such holding over shall not be deemed to extend the term or renew the lease, but such holding over thereafter shall continue upon the covenants and conditions herein set forth except that the charge for use and occupancy of such holding over for each calendar month or part thereof (even if such part shall be a small fraction of a calendar month) shall be the sum of:
 - a) 1/12 of the highest annual base rent rate set forth in this lease, times 2.5, plus,
 - b) 1/12 of all other items of both annual additional rent and miscellaneous additional rent which would have been payable monthly pursuant to this lease, had this lease not expired, which, total sum Tenant agrees to pay to Owner as consideration for Tenant's use and occupation of the premises promptly upon demand, in full, without set off. Owner and Tenant further understand and agree that all of the foregoing charges for use and occupancy are fair and reasonable charges and shall not be deemed a penalty.
- B. It is expressly agreed by Tenant that Tenant shall not have the right to occupy the premises for residential and/or living purposes. Tenant shall not have the right to install any furnishing, fixtures and/or appliances commonly used in residential units, including but not limited to any, beds, bureaus, wardrobes, clothes washers and/or dryers, tubs and/or showers.
- C. Notwithstanding anything to the contrary contained in this lease, it is expressly understood and agreed by Tenant that in the event Owner has not received any payment due under this lease within fifteen (15) days from the due date, or in the event that Tenant fails to comply with any nonmonetary obligation set forth in this lease beyond all applicable grace periods, Owner, upon twenty (20) days written Notice To Cure to Tenant, shall have the right to discontinue any and all building services and/or utility services to the demised premises until tenant shall have either vacated the demised premises and surrendered possession thereof or fully complied with said Lease. In addition, Tenant expressly agrees not to commence any action or proceeding against Owner for any loss or damages claimed by Tenant in connection with Owner's discontinuance of any building service and/or utility service in compliance with this paragraph.
- D. It is further understood and expressly agreed by Tenant that if during the term of the lease, Tenant, its representatives, agents, employees and/or invitees and/or the demised premises sustains any injury or damage not caused by the actions and/or inactions of Owner, including but not limited to water damage to the demised premises caused by the actions or inactions of other occupants of the building, neither Tenant nor its representatives, agents and/or insurers shall at any time institute any claims, actions, proceedings or suits against Owner and/or its employees, representatives, agents or insurers. In addition, Tenant agrees to indemnify and hold harmless Owner, and Owner's employees, representatives, agents and insurers from and against any and all claims against Owner or its employees, representatives, agents or insurers of whatever nature arising from injury or damage to the Tenant and/or the demised premises, including all legal fees and other litigation costs, provided said injury or damage was not caused by actions or inactions of Owner.

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- E. All of Tenant's agreements contained in this paragraph shall survive the expiration of the lease or sooner termination.
- F. Any breach of any of Tenant's obligations referred to in this paragraph shall be an event of substantial default under this Lease and the Owner shall have the remedies provided herein together with any other remedy under law or equity. Owner shall have the remedies provided herein.

48. Condition of Demised Premises. Tenant shall take possession of the demised premises "as is" condition.

49. Taxes. The Tenant agrees to pay as additional rent 25.0% of any and all increases in Real Estate Taxes above the Real Estate Taxes for the 2015 to 2016 New York City Fiscal Year (the Base Year) imposed on the property on or the Building in which the Premises are located with respect to every Tax Year or part thereof during the term of this lease, whether any such increase results from a higher tax rate or an increase in the assessed valuation of the property, or both. A copy of the Tax Bill shall be deemed sufficient evidence to warrant this charge. The Tenant shall not be entitled to commence on behalf of the Owner any proceeding to reduce such taxes. Such annual increases shall be payable pro rata in 1/12th monthly payments. Owners failure to bill the Tenant for such additional rent charges shall not in any way be deemed as a waiver of the Tenants obligations herein described.

50. Use of the Demised Premises.

- A. Tenant agrees to use, occupy, operate and maintain the demised premises throughout the term of this lease solely as a medical marijuana dispensary and related activities and in a manner which shall not detract from the reputation of the Building. Tenant further agrees to discontinue immediately, after demand by Owner, and as often as such demand shall be made, the display window or otherwise, advertisement in or with respect to the Demised Premises or any part thereof, of any article or material or the manner of display or advertisement of same to which the Owner shall reasonably object, and to remove from the Demised Premises immediately after demand by Owner, and as often as such demand shall be made, any sign, advertisement, display (window or otherwise), to which Owner shall object, but nothing contained in this Article 46 shall be deemed to grant to Tenant any right to install or maintain any such sign, advertisement, poster, exhibit or display. Tenant further agrees not to use or permit to be used the sidewalks or other space outside of the Demised Premises for any display, sale or similar undertaking or storage or distribute or permit to be distributed handbills or any other matter to customers in front of the Demised Premises.
- B. Tenant agrees to comply with all rules, regulations, laws and statutes relating to the use and operation of the Demised Premises, in accordance with Article 2, hereof, including but not limited to the obtaining of all applicable licenses and permits. Tenant shall comply with all requirements of law as to the installation, maintenance and inspection of ventilation and exhaust systems with regard to grease-laden vapors and fumes from all cooking equipment and appliances installed in the demised premises. Tenant shall install and maintain at its expense such required and approved chemical extinguishing devices as specified by the Fire Insurance Rating Organization as well as automatic and manual gas shut-off devices, if gas is to be used at the demised premises.
- C. Tenant shall obtain at its sole cost and expense all necessary devices so as to prevent any obnoxious fumes from permeating or from emanating from the Demised Premises
- D. Tenant shall comply with all standards and/or recommendations of the Insurance Services Office of New York in connection with insuring the Building in which the Demised Premises are a part. Tenant shall pay the increased cost of Owner's insurance premium caused by the Tenant's failure to comply therewith. Payment of such sums shall be deemed to be additional rent and shall be due and payable to the Owner promptly upon receipt by Tenant of a statement from Owner or Owner's insurance agent showing the said increase.
- E. Tenant may install and connect all of its utility wastelines to those now existing in the Building, but agrees not to use the plumbing for any purpose other than that for which it was constructed and agrees further not to permit any food, or other foreign substance to be thrown or drawn into the pipes. Tenant agrees to maintain the plumbing that it installs in good order, repair and condition and to promptly repair any damage resulting from any violation of this Article. Tenant further agrees to install a grease trap in the demised premises prior to opening for business in order to inhibit the flow or leakage of grease into the sewer. Tenant further agrees to promptly make any other repairs to other plumbing in the Building if the damage results from Tenant's improper use of such plumbing.
- F. Tenant shall not install any store front, signs, canopies, awnings, exterior decorations, projections, curtains, blinds, shades, screens, advertisements, notices or lettering on glass (including any changes thereto) unless Owner shall have approved Tenant's plans for any such installation as to quality, type, dimension, content, color, material, locations, manner of installation and design prior to Tenant's making any such installation. Any such installation shall be made and performed in accordance with Article 3 of the printed part of this lease as modified by Article 47 herein. Tenant agrees to remove immediately, after demand by Owner, and as often as such demand shall be made, any sign, display, or other material located in the demised premises and visible from outside the Demised Premises to which Owner shall object, unless Owner has previously approved such sign, display or other material. No material alterations to the storefront whatsoever may be made at any time during the term of this lease without Owner's prior written consent.
- G. Tenant, at Tenant's expense, shall keep the Demised Premises in good order, shall cause the Demised Premises and the foyer, store front, the entrance doors and all glass surfaces (interior and exterior) and any service entrance area to be cleaned at regular intervals (but not less frequently than once a day), shall at all times keep the sidewalk directly in front of the Demised Premises and the area eighteen (18) inches into the street, clean and free of all trash rubbish garbage, dirt, refuse, snow and ice. In addition, Tenant, at Tenant's expense shall not at any time sweep any refuse, rubbish or dirt into the gutters or streets, shall cause Tenant's refuse and rubbish to be removed regularly and before it becomes a nuisance, by a private garbage collection company at Tenant's expense. Tenant shall cause the removal of such refuse and rubbish and shall comply with any and all regulations and requirements as, in Owner's reasonable judgment, are necessary for the proper maintenance operation of the building. In the event the Tenant or Owner are issued a violation for rubbish outside the demised Premises by the New York City Department of Sanitation or other New York City agency having jurisdiction thereunder, Tenant shall be solely responsible to answer said violation, and pay any applicable fines or penalties that may be due. In the event

Owner is forced to pay fine due to Tenant's default, Tenant shall be responsible for the fine plus an administrative charge of \$250.00, both of which shall constitute additional rent

- H. Tenant shall not do or permit any act or thing to be done in the Demised Premises which would subject Owner to any liability or responsibility for injury or damages to persons or property or to any liability by reason of any violation of law or of any legal requirement of public authority, but shall exercise such control over the Demised Premises as to protect Owner against any such liability. Tenant agrees to indemnify and save harmless Owner from and against: (a) all claims of whatever nature against Owner arising from any act on the part of Tenant, its contractors, agents, licensees, invitees, employees; and (b) any breach by Tenant of any act required to be fulfilled herein or any act Tenant is refrained from committing herein. This indemnity shall include all liability, fines, suits, demands, and costs and expenses of same, including but not limited to all costs to discharge and vacate any and all mechanic's liens which may be filed against the Building by persons employed by Tenant, and to any and all attorney's fees.
- I. In the event any air-conditioning equipment is, or becomes installed in the Demised Premises, whether window type or otherwise, Tenant agrees that, in either making, servicing, repairing, or maintaining such installation, Tenant will comply with all applicable laws, ordinances, regulations, orders and/or requirements of any governmental party asserting jurisdiction, as well as all requirements of the New York Board of Fire Underwriters. Tenant will pay any and all taxes and fees that may be payable by either Owner or Tenant in connection with the installation, regular servicing and repair maintenance and/or use of such air conditioning equipment. Tenant will install, service, repair, maintain and remove said equipment at its own cost and expense and will repair any and all damage caused by such installation, maintenance or removal. Additionally, Tenant agrees to hold Owner harmless and indemnify Owner from any claim, demand, loss, damage or expense which may be made against or imposed upon Owner by any third party by reason of Tenant's installation, maintenance, misuse or removal of such air conditioning equipment.
- J. Tenant shall not obstruct the sidewalk or curbs abutting the Building or other entrances to the Building or any loading areas.

51. **Operation of Business.** Tenant agrees to be open for business and to operate in the demised premises during the entire term of this lease, and to conduct its business at all times in a reputable, respectful manner with due regard to the nature of the business and medical necessity for its patrons in New York County, maintaining at all times a reasonable staff of employees and a reasonable stock of merchandise. Failure by Tenant to be open for business and to operate shall entitle Owner in addition to other remedies provided in this lease, to mandatory injunctive relief. Tenant, at Tenant's expense, shall promptly comply with all present and future laws, ordinances, orders, rules, regulations and requirements of all governmental authorities having jurisdiction, affecting or applicable to the demised premises or the cleanliness, safety, occupancy and use of the same, whether or not any such law, ordinance, order, rule, regulation or requirement is substantial, or foreseen or unforeseen, or ordinary or extraordinary, provided, however, that nothing herein shall require Tenant to make structural repairs or alterations unless Tenant has by its manner of use of the demised premises or method of operation therein violated any such laws, ordinances, orders, rules, regulations and requirements. If compliance therewith would materially interfere with the use and enjoyment of the demised premises, then Tenant may terminate this lease upon thirty (30) days' notice to Owner. Tenant shall not do or permit anything to be done in or about the demised premises, or bring anything therein, which will in any way conflict with any such present or future law, ordinance, order, rule, regulation or requirement affecting the occupancy or use of the demised premises or the Building which is or may thereafter be enacted or promulgated by governmental authorities or in any way obstruct or interfere with the rights of Owner, its agents, licensees and invitees. No auction, liquidation, going out of business, fire or bankruptcy sales relating to the business conducted by Tenant on the demised premises, may be conducted or advertised by sign or otherwise in the demised premises. Tenant agrees that it will conduct its business in good faith, and will not do any act prohibited by the terms of this lease which would injure the reputation of the Building as reasonably determined by Owner. Tenant shall not permit noise or odors in the demised premises which, taking into account Tenant's use of the demised premises, are reasonably objected to by Owner or by any tenant or occupant of the Building and, upon notice from Owner, Tenant shall immediately cease and desist from causing such unreasonable noise or odor (as more fully detailed in Articles 46C and 65 herein), and failing of which Owner may deem the same a material breach of this lease. Tenant shall not store anything in service or exit corridors. Tenant agrees that all receiving and delivery of goods and merchandise, and all removal of merchandise, supplies, equipment, trash and garbage, and all storage of trash and garbage, shall be made only by way of or in the areas provided therefor by Owner. Tenant shall not use or permit the use of any portion of the demised premises as sleeping quarters, lodging rooms, or for any unlawful purposes. Tenant shall not install any radio or television or other similar device exterior to the demised premises and shall not erect any aerial on the roof or exterior walls of the Building unless consented to by Owner, which consent shall not be unreasonably withheld or delayed.

52. **Events.** In the event Tenant wishes to host an event at its premises for persons in excess of 25 (excluding regular full or part-time employees of Tenant), Tenant must secure the permission from Landlord to host such an event, and fill-out the necessary form(s) to be provided by Landlord and to be returned to Landlord prior to said event. Among required items, if applicable, Tenant shall be obligated to provide a security person at the site to ensure the safety of Tenant's guests as well as the premises and building.

53. **Pets.** No dogs or cats shall be permitted in the premises at any time, except by express permission of the Landlord, which permission may be granted or revoked at any time and for whatever reason. Service animals, as defined by the Americans With Disability Act shall be permitted. The harboring of an animal in the premises, without express permission, shall constitute a nuisance and material breach of Lease.

54. **Extermination.** It shall be the responsibility of Tenant to exterminate at their own cost and expense, maintain their premises in a clean, orderly fashion to control and/or eliminate all rodents, insects, snakes, etc. Notwithstanding, Landlord shall be responsible for common area extermination. Landlord shall have the right to require reasonable pest eradication treatments, as necessary under the circumstances, to ensure control or eradication of the infestation to protect Tenant's space as well as other tenants in the building. Failure to adhere to an extermination request by the Landlord shall constitute a nuisance and material breach of this lease.

55. **Third Party.** The Tenant acknowledges that the demised Premises are currently occupied by third-parties and that the Landlord may not be able to deliver possession of the Premises to the Tenant on the Lease commencement date in which such case the terms of the paragraph "24" of the Lease shall govern.

56. **Square Footage.** Tenant acknowledges and understands that the square footage quoted by the Owner for the subject premises is a reasonable approximation of same. Furthermore, this figure includes Tenant's pro-rata share of the common areas of the floor on which the subject premises are located, if any, and Tenant has a duty to measure and investigate same. Tenant further



understands that by signing this Lease it waives any objections to alleged miscalculations or misrepresentations of the square footage by Owner.

57. **Electricity.** Tenant agrees and understands that Tenant shall contract directly with and pay directly to Con Edison for the utility service (i.e., gas and electricity) consumed by the demised premises.

58. **Garbage.** Tenant agrees that it will contract for their trash removal with an independent carter. Tenant may not throw their refuse in hallway or building trash containers or containers belonging to other tenants. Landlord reserves the right to request from Tenant their contract or other satisfactory evidence to Landlord that Tenant's trash is being removed. If satisfactory proof is not provided to Landlord within five (5) days of Landlord's request, Landlord shall have the right to contract with a carter on Tenant's behalf and bill tenant the cost of trash removal, plus a \$35.00 per month administrative fee, both of which shall constitute additional rent. If any citations or violations are issued due to Tenant's use, Tenant agrees that they are responsible for all fines and fees assessed.

59. **Air Conditioning.** In the event any air conditioner equipment is, or becomes installed in the Demised Premises, whether window type or otherwise, Tenant agrees that, in either making or maintaining such installation, Tenant will comply with all applicable laws, ordinances, regulations, orders and/or requirements of any governmental party asserting jurisdiction, as well as all requirements of the New York Board of Fire Underwriters. Tenant will pay any and all taxes and fees that may be payable by either Owner or Tenant in connection with the installation, maintenance and/or use of such air conditioning equipment. Tenant will install, maintain and remove said equipment at its own cost and expense and will repair any damage caused by such installation, maintenance or removal. Additionally, Tenant agrees to hold Owner harmless and indemnify Owner from any claim, demand, loss, damage or expense which may be made against or imposed upon Owner by any third party by reason of Tenant's installation, maintenance, misuse or removal of such air conditioning equipment.

60. **Tax Identification.** The Tenant's Federal Tax Identification Number or Social Security Number (s) is (are) 47-3714228

61. **Documentation.** Upon written request from Landlord, Tenant shall promptly provide to Landlord copies of all licenses, permits, certificates, Department of the Buildings approved plans, and Certificates of Insurance issued to or on behalf of the tenant by any governmental agency or insurance or indemnity company.

62. **Smoking on Premises.** In accordance with Par. 36 herein, Par. 13 of the Rules and Regulations and the rules and regulations of the New York City Fire Department, NO smoking shall be permitted in the premises or within the building at anytime whatsoever. Smoking will only be allowed outside the building on the street. In the event a Tenant, or its employee, agent or servant is found to be smoking in the premises or building, Tenant shall be responsible for a penalty of \$250.00 for the initial time, which amount Tenant agrees to pay as additional rent. Tenant agrees to pay \$500.00 as additional rent for each infraction thereafter. In addition to the imposition of the aforementioned penalties, Landlord reserves its right under this Lease to take any and all other appropriate action.

63. **Access to Basement.** Tenant understands that located within the basement of the Demised Premises is equipment which is critical to the proper operation of other businesses located in the building. Tenant hereby agrees to provide service personnel designated by the Owner unfettered access to the basement area of the demised premises containing the aforesaid equipment during normal business hours and as required in case of emergencies. Failure to comply with such access requirements shall be deemed a substantial breach of the covenants of the Lease between the parties.

64. **Right of Access.** Tenant shall not cause or permit any materials to be stored in such manner as to delay or prevent access to said, service elevator, service passage and stairway by anyone having right to such access.

65. **Noise & Vibration.** Tenant agrees to maintain acceptable and reasonable levels of noise or vibration usually associated with the use and occupancy of the building. Tenant agrees to soundproof the demised premises to maintain said levels. Tenant agrees that Tenant shall not permit said noise or vibration to emanate from the premises. If Owner or any other Tenant or occupant or neighbor reasonably objects to said noise or vibration then, upon written or verbal notice by Owner, Tenant shall either cease and desist from allowing said noise or vibration from emanating from the premises or shall promptly install additional sufficient soundproofing to cause a cessation of the emanation of noise or vibration from the premises. Tenant understands and agrees that failure to comply with this provision is a substantial and material breach of this Lease.

66. **Trademark Infringement Activities.** Tenant acknowledges and understands that any use of the subject premises for the purposes of trademark counterfeiting, as defined by New York Penal Law Section 165-71 shall be deemed a material default under this Lease, which will be grounds for the termination of the Lease and eviction of the Tenant.

67. **Notices.** Any notices given under this lease shall be deemed sufficiently given or rendered if in writing, and sent either (a) by personal delivery against written receipt, (b) by Federal Express or other nationally recognized overnight courier service providing evidence of delivery, or (c) by registered or certified mail, return receipt requested, addressed (i) if to Owner at Owner's address set forth on the first page of this lease, with a copy to: Howard Dubs, Esq., 89 Fifth Avenue, 10th Floor, New York, New York 10003-3054 or (ii) if to Tenant at Tenant's address set forth on the first page of this Lease, with a copy to _____ or (iii) to such other address or addresses as either Owner or Tenant may designate as its new address for such purpose by notice given to the others in accordance with the provisions of this Article 44. Any such notice shall be deemed to have been rendered or given either on the date when it shall have been personally delivered against written receipt, one (1) day after the date when it shall have been sent by Federal Express or after the date when it shall have been mailed by registered or certified mail, return receipt requested. The terms of this Paragraph do not apply to rent remands.

68. **Limitation of Liability.**

- A. Tenant shall look only to the Building's Owner's Estate and interest in the building for the satisfaction of any judgment in the event of any default by Owner under this lease, and no other property or assets of Owner shall be subject to levy, execution or other enforcement procedure for the satisfaction of same. The partners, principals and any individual person or persons comprising Owner shall not be liable for the performance of Owner's obligations under this lease.
- B. Owner, its agents and employees shall not be liable for any loss, damage, injuries, or other casualty of whatsoever kind or by whomsoever caused, to the person or property of anyone (including Tenant) on or off the demised



premises, arising out of or resulting from Tenant's use, possession or operation thereof, or from the installation, existence, use, maintenance, condition, repair, alteration or removal of any equipment thereon, whether due in whole or in part to negligent acts or omissions of Owner, its agents or employees; and Tenant for himself, his heirs, executors, administrators, successors and assigns, hereby agrees to indemnify and hold Owner, its agents and employees, harmless from and against all claims for such loss, damage, injury or other casualty but the terms hereof shall not apply in the event of Owners or Owners agents' negligence, bad faith or misconduct.

69. **Compliance with Laws.** Supplementing the provisions of Article 6 of the printed part of this lease hereof, Tenant shall give prompt notice to Owner of any notice it receives of the violation of any law or requirement of any public authority with respect to the demised premises or the use or occupation thereof. Tenant shall promptly comply with all present and future laws, orders and regulations of all state, municipal and local governments, departments, commissions and boards of any direction of any public officer pursuant to law, and all orders rules and regulations of the New York Board of Fire Underwriters, Department of Buildings, Environmental Control Board, or any similar body which shall impose any violation, order or duty upon Owner or Tenant with respect to the demised premises (in which event Tenant shall effect such compliance at its sole cost and expense) or the building (in which event, notwithstanding anything herein to the contrary, Owner shall effect such compliance but Tenant shall promptly pay Tenant's percentage of the cost thereof).

70. **Particular Covenants of the Parties.**

A. Notwithstanding Article 9 of the printed part of this lease, Owner, in the event of destruction of the Demised Premises as a result of fire or other casualty, shall restore the Demised Premises. Owner need not comply with this duty to restore to the extent that any insurance proceeds received by Owner as a result of such fire or other casualty shall not be sufficient to pay for the reasonable cost of restoration of all damage or destruction to the building in which the demised premises are located.

B. Notwithstanding Article 36 of the printed part of the lease, Tenant shall promptly replace, at its sole cost and expense, all plate and other glass damaged or broken from any cause whatsoever in or about the premises.

71. **Brokerage.** Owner and Tenant represent and warrant to the other that they have dealt with no brokers in connection with this lease, and Owner and Tenant do hereby agree to indemnify and hold the other harmless of and from any and all loss, costs, damage or expense (including, without limitation, reasonable attorney's fees and disbursements) incurred by the other by reason of a breach of the foregoing representation.

72. **Indemnification of Owner.** Tenant shall indemnify and save harmless Owner and Owner's agents against and from (i) any and all claims against Owner or such agents of whatever nature arising from any act, omission or negligence of Tenant, its contractors, licensees, agents, servants, employees, invitees or visitors; (ii) all claims against Owner or such agents arising from any accident, injury or damage whatsoever caused to any person or to the property of any person and occurring during the terms of this Lease in or about the demised premises, or occurring outside of the demised premises but anywhere within or about the Land or the Building, where such accident, injury or damage results or is claimed to have resulted from any act, omission or negligence of Tenant or Tenant's agents, employees, invitees or visitors; (iii) any breach, violation or non-performance of any covenant, condition or agreement in this Lease set forth and contained on the part of Tenant to be fulfilled, kept, observed and performed; and (iv) any cost, liability or responsibility for the payment of any sales tax with respect to any installations, furniture, furnishings, fixtures or other improvements located, installed or constructed in the demised premises, or the filing of any tax return in connection therewith (although Owner agrees to execute any such return if required by law) regardless of whether such tax is imposed upon Owner or Tenant. This indemnity and hold harmless agreement shall include indemnity from and against any and all liability, fines, suits, demands, costs and expenses of any kind or nature incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof; but shall not apply in the event of Owner's or Owner's Agent's negligence, bad faith or misconduct.

73. **Liens.** Notwithstanding any other provision in the Lease regarding the Tenant's rights, privileges or obligations, if any, to make any alterations, additions, improvements or repairs the Tenant expressly acknowledges and agrees that the demised premises shall not be subject to liens for non-trade fixtures and improvements made by Tenant, and Tenant shall not have any authority to create any liens for labor or material upon the Owner's interest in the demised premises, but only upon its own personality. In the event that any labor, materials or equipment are furnished to the Tenant on the demised premises for which any mechanic's lien might otherwise be filed against the demised premises or the Owner's interest thereon, the Tenant agrees.

(a) To notify a contractor furnishing labor or materials for any improvements or repairs that the interest of the Owner is not subject to mechanic's liens,

(b) To take appropriate action prior to the furnishing of any labor or materials to assure that no such lien shall be filed,

(c) To pay, when due, all sums of money which may be due any contractor, subcontractor, mechanic, laborer or materials for any labor or materials; to cause any lien or purported lien to be fully discharged and released promptly upon receiving notice thereof; and to indemnify the Owner against all legal costs and charges, including attorney fees reasonably incurred in and about the defense of any suit in discharging the demised premises or any part thereof from any lien, judgments, encumbrances or costs caused by the Tenant or anyone acting on the Tenant's behalf, and

(d) The Owner reserves the right before approving any structural improvements, changes, additions, or alterations to require the Tenant to furnish a good and sufficient bond conditioned that the Tenant will save the Owner harmless from the payment of any claims either in law or equity by way of damages or mechanic's liens, foreclosure actions or otherwise, including all reasonable attorney's fees and costs. The Owner's reservation of the absolute right to require such a bond in no way shall be construed as a waiver allowing the demised premises to be subject of mechanic's or other liens. The Tenant, as well as all contractors, laborers and materialmen who may furnish any labor, materials or otherwise contribute to the improvement of the subject property shall be estopped to deny that any and all mechanic's liens or other liens are prohibited and shall not attached to the interest(s) of the Owner. The Tenant consents to the recording, in the public records of the county in which the demised premises are located of the language of this paragraph in any form permitted by New York Law and further agrees to execute, when requested, any shortened or modified form of lease showing in substance the provisions of this paragraph. All persons, whether contractors, subcontractors, mechanics, laborers, materialmen, or others.

who contract with the Tenant for the destruction or removal of any building or for the erection, installation, alteration or repair of any building or other improvements upon the demised premises are hereby charge with notice that they must look to the Tenant and the Tenant's interest only in the above-described property to secure the payment for work performed or material furnished during the term of this lease.

74. **Owner Representation.** Owner represents upon which warranty and representation the Tenant has relied in the execution of this lease, that (i) the Owner has the full right and lawful authority to execute this lease for the term, in the manner and upon the conditions and provision herein contained and the no consent to same is required and (ii) there is no default existing on the subject premises or, on the part of any of the parties hereto.

75. **Tenant Access.** The Tenant shall have access to and the right to use any existing drains, vents, water and sewer and waste lines and facilities and existing ducts, chimneys, stacks, flues, signs and sign structures, air conditioning and exhaust facilities and the like which may, in whole or in part, service the demised premises as long as Tenant maintains such.

76. **Forms, Applications and Permits.** The Owner agrees that it shall fully cooperate with the Tenant and execute all forms, applications and permits that the Tenant shall request the Owner to sign in order that the Tenant may operate its business at the premises as it intends.

77. **Assignment/Sublet.**

A. Tenant shall have the right to assign the Lease to a corporation or other legal entity with the Owner's prior written consent, which shall not be unreasonably withheld or denied so long as Tenant shall be a majority shareholder or owner in said corporation or entity subject to the terms and conditions as stated below. In the event the assignment is to an entity in which Tenant is not a majority shareholder or owner, Tenant agrees that all monies including "key money" received from the assignee in excess of the Base Monthly Rent due under the Lease, shall be divided equally with the Owner. Each and every assignment shall be documented by an Assignment instrument in a form acceptable to Owner, or shall be prepared by Owner in conformity with the terms and conditions as stated in subsection (E) and (J) below. In each instance of an assignment, Tenant shall be subject to a review and/or document preparation fee of \$250.00. Said fee shall be due owner regardless of whether or not assignment ultimately occurs.

B. Tenant expressly covenants and agrees that (i) if Tenant is a corporation, a transfer of more than fifty percent (50%) at any one time or, in the aggregate from time to time of the shares of any class of the issued and outstanding stock of Tenant, its successors or assigns, or the issuance of additional shares of any class of its stock to the extent of more than 50% of the number of shares of said class of stock issued and outstanding at the time that it became the tenant hereunder or (ii) if Tenant is a partnership, limited liability company, unincorporated association of other entity, the sale or transfer of more than 50% of the partnership, membership, joint venture, unincorporated association interests or other form of beneficial interests of Tenant, its successor or assigns, shall constitute an assignment of this lease and, unless in each instance the prior written consent of Owner has been obtained, shall constitute a default under this lease and shall entitle Owner to exercise all rights and remedies provided for herein in the case of default. Notwithstanding the foregoing provision of this Section, transfer of stock in a corporation whose shares are traded in the "over-the-counter" market or any unrecognized national securities exchange shall not constitute an assignment for purposes of this lease, provided that the principal purpose of such transfer or transfer is not to avoid restrictions on assignment otherwise applicable under this section.

C. If Tenant is a corporation, limited liability company, partnership or similar entity, Owner's consent shall not be unreasonably withheld with respect to an assignment of the lease to an Affiliate of Tenant, provided that (1) Owner be provided with the names of the principals of the assignee, including any information necessary for Owner to conduct a credit check, (2) the assignee is a reputable entity of good character, (3) a duplicate original instrument of assignment in form and substance reasonably satisfactory to Owner, duly executed by Tenant, shall have been delivered to Owner or at least ten (10) days prior to the effective date of any such assignment, (4) an instrument in form and substance satisfactory to Owner, duly executed by the assignee, in which such assignee assumes (as of the Commencement Date) observance and performance of, and agrees to be personally bound by: all of the terms, covenants and conditions of this lease on Tenant's part to be performed and observed shall have been delivered to Owner not more than ten (10) days after the effective date of such assignment, (5) such assignment is for legitimate business purpose and not principally for the purpose of avoiding the restrictions on assignment otherwise applicable under this section, (6) such assignee has a net worth computed in accordance with generally accepted accounting principles at least equal to the greater of the net worth of Tenant on the date of this Lease and the net worth of Tenant immediately prior to such assignment and (7) the principals of the assignee agree to execute a guarantee for the payment of Fixed Base Monthly Rent and Additional Rent containing the same language contained in Tenant's lease. For the purposes of this Article: an "affiliate" of Tenant named herein shall mean any corporation, partnership or other business entity (i) which controls or is controlled by, or is under common control with Tenant or (ii) the stock or other ownership interests of which are at least owned fifty (50%) percent by principals of EMPIRE STATE COMPASSIONATE CARE, INC.

D. If this lease be assigned, whether or not in violation of the provisions of this lease, Owner may collect rent from the assignee. If the Demised Premises are sublet or used or occupied by anybody other than Tenant, whether or not in violation of this lease, Owner may collect rent from the subtenant or occupant. In either event, Owner may apply the net amount collected to the Fixed Rent and Additional Charges herein reserved, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of any of the provision of this section or the acceptance of the assignee, subtenant or occupant as tenant, or a release of Tenant from the performance by Tenant of Tenant's obligation under this lease. The consent by Owner to a particular assignment, mortgaging, subletting or use or occupancy by others shall not in any way be considered a consent by Owner to any other or further assignment, mortgaging or subletting or use or occupancy by others not expressly permitted by this Article 40. References in this lease to use or occupancy by others (that is, anyone other than Tenant) shall not be construed as limited to subtenants and those claiming under or through subtenants but shall also include licensees and others claiming under or through Tenant, immediately or remotely.

- E. Any assignment or transfer, whether made with or without Owner's consent shall be made only if, and shall not be effective until, the assignee shall execute, acknowledge and deliver to Owner and agreement in form and substance reasonably satisfactory to Owner whereby the assignee shall assume the obligations of this lease on the part of Tenant to be performed or observed and whereby the assignee shall agree that the provisions in this paragraph subsection A shall, notwithstanding such assignment or transfer, continue to be binding upon it in respect of all future assignments and transfers. The original named Tenant covenants that, notwithstanding any assignment or transfer, whether or not in violation of the provisions of this lease, and notwithstanding the acceptance of Fixed Rent and/or Additional Charges by Owner from an assignee, transferee, or any other party, the original named Tenant shall remain fully liable for the payment of the Fixed Rent and Additional Charges and for the other obligations of this lease on the part of Tenant to be performed or observed.
- F. The joint and several liability of Tenant and any immediate or remote successor in interest of Tenant and the due performance of the obligations of this lease on Tenant's part to be performed or observed shall not be discharged, released or impaired in any respect by any agreement or stipulation made by Owner extending the time of, or modifying any of the obligations of, this lease or by any waiver or failure of Owner to enforce any of the obligations of this lease.
- G. The listing of any name other than that of Tenant, whether on the doors of the Demised Premises or the Building directory, or otherwise, shall not operate to vest any right or interest in this lease or in the Demised Premises, nor shall it be deemed to be the consent of Owner to any assignment or transfer of this lease or to any sublease of the Demised Premises or to the use or occupancy thereof by others.
- H. Notwithstanding anything to the contrary contained in this Section, if Tenant shall at any time or times during the term of this lease desire to assign this lease, Tenant shall give notice thereof to Owner, which notice shall be accompanied by (i) a conformed or photostatic copy of the proposed assignment, or a term sheet therefor, the effective or commencement date of which shall be at least 30 days after giving such notice, (ii) a statement setting forth in reasonable detail the identity of the proposed assignee, the nature of its business and its proposed use of the Demised Premises, and (iii) current financial information with respect to the proposed assignee, including, without limitation, its most recent certified financial statements, if such financial statements are certified (or, if not certified by the chief financial officer of the proposed assignee as being true and correct), the past two (2) years of Federal tax returns and appropriate information for Owner to obtain a credit report. Such notice shall be deemed an offer from Tenant to Owner whereby Owner (or Owner's designee) may, at its option, terminate this lease (if the proposed transaction is an assignment) Said option may be exercised by Owner by notice to Tenant at any time within 30 days after such notice has been given by Tenant to Owner, and during such 30-day period Tenant shall not assign this lease to any person or entity.
- I. If Owner exercises its option to terminate this lease in the case where Tenant desires to assign this lease, then this lease shall end and expire on the date that such assignment was to be effective or commence, as the case may be, the Fixed Rent and Additional Charges shall be paid and apportioned to such date and Owner shall return to Tenant the Security, or any portion thereof remaining in Owner's possession to Tenant in accordance with the provisions of this section.
- J. In the event Tenant shall have complied with the provisions of this Section and Owner does not exercise its options to terminate this lease, and provided that Tenant is not in default in any of Tenant's obligations under this lease beyond the expiration of any applicable notice and/or cure period, either at the time Owner's consent to such assignment is requested or on the effective date of any such assignment, Owner's consent (which must be in writing and in form satisfactory to Owner) to the proposed assignment shall not be unreasonably withheld, provided and upon conditions that:
- (i) In Owner's judgment the proposed assignee is engaged in a business and the Demised Premises will be used in a manner which is limited to the use expressly permitted under the Use section of this Lease;
 - (ii) The proposed assignee is a reputable person of good character whose tenancy shall comport with the first class character of the Building, having a net worth satisfactory to Owner considering the responsibility involved;
 - (iii) Neither (A) the proposed assignee nor (B) any person which, directly or indirectly, controls, is controlled by, or is under common control with, the proposed assignee or any person who controls the proposed assignee, is (x) then an occupant of any part of the Building or (y) a person with whom Owner is then negotiating to lease space in the Building;
- K. In the event that (i) Owner fails to exercise any of its options under this paragraph subsection J, and consents to a proposed assignment, and (ii) Tenant fails to execute and deliver the assignment to which Owner consented within 45 days after the giving of such consent, then, Tenant shall again comply with all of the provisions and conditions under this paragraph subsection J before assigning this lease or subletting all or part of the Demised Premises.
- L. It is agreed that the Tenant may sublet the premises or a portion of same with the prior written consent of the Owner. In the event any sub-lease is approved by Owner, Tenant agrees that all monies including "key money" received from the sub-tenant in excess of the base monthly rent due under the Lease shall be split equally with Owner. Each and every sublet shall be documented by a Sublet instrument in a form acceptable to Owner, or shall be prepared by Owner. In each instance of a sublet, Tenant shall be subject to a review and/or document preparation fee of \$250.00. Said fee shall be due owner regardless of whether or not sublet ultimately occurs.

78. Miscellaneous.

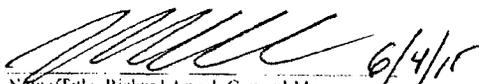
- A. Sales: Tenant may not conduct any sales, marketing or promotional activities on the sidewalks or street adjacent to the Premises and/or building, including the use of "street hawkers" or the distribution of flyers without first obtaining the prior written consent of the Landlord. Said consent shall be at the sole and absolute discretion of the Landlord, which consent may be withheld for any reason or no reason whatsoever. If Tenant uses or suffers the use of the Premises for a prohibited purpose, Tenant acknowledges that Landlord will incur an actual and substantial detriment if a deviation in use occurs. Tenant shall promptly discontinue such use upon notice by the

Landlord. In the event of a breach by Tenant which remains incurred for two (2) days after notice, Landlord may remove at any time, without further notice to Tenant or any other party and may charge the expense incurred by Landlord for such removal to Tenant, which payment shall constitute additional rent and become due and payable to Landlord upon demand.

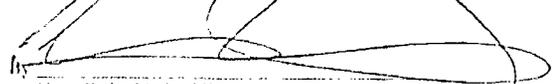
- B. If more than one person executed this lease as Tenant, each of them understands and hereby agrees that the obligations of each of them under this lease are and shall be joint and several, that the term "Tenant" as used in this lease shall mean and include each of them jointly and severally and that the act of or notice from, or notice of refund to, or the signature of any one or more of them with respect to the tenancy or this lease, including, but not limited to, any renewal, extension, expiration, termination or modification of this lease shall be binding upon each and all of the persons executing this lease as Tenant with the same force and effect as if each and all of the persons executing this lease had so acted or so given or received such notice or refund or so signed.
- C. This lease may not be executed, renewed, terminated or otherwise modified except by an instrument in writing signed by the party against whom enforcement of any such modification is sought.
- D. Tenant agrees that the value of the demised premises and the reputation of the Owner will be seriously injured if the premises are used for any obscene or pornographic purposes or any sort of commercial sex establishment. Tenant agrees that Tenant will not bring or permit any obscene or pornographic material on the premises, and shall not permit or conduct any obscene, nude, or semi-nude live performances on the premises, nor permit use of the premises for nude modeling, rap sessions, or as a so-called rubber goods shops, or as a sex club of any sort, or as a "massage parlor". Tenant agrees further that tenant will not permit any of these uses by any sublessee or assignee of the premises. This Article shall directly bind any successor in interest to the Tenant. Tenant agrees that if at any time Tenant violates any of the provision of this Article, such violation shall be deemed a breach of a substantial obligation of the terms of this lease and objectionable conduct. Pornographic material is defined for purposes of this Article as any written or pictorial matter with prurient appeal or any objects of instrument that are primarily concerned with lewd or prurient sexual activity. Obscene material is defined here as it is Penal Law Section 235.00.
- E. The landlord acknowledges that its rights of reentry into the premises set forth in this lease do not confer on it the authority to manufacture and/or dispense on the premises medical marijuana in accordance with article 33 of the Public Health Law and agrees to provide the New York State Department of Health, Mayor Erastus Corning 2nd Tower, The Governor Nelson A. Rockefeller Empire State Plaza, Albany N.Y. 12237, with notification by certified mail of its intent to reenter the premises or to initiate dispossession 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 the expiration of the lease.
- F. Facsimile or emailed signatures of this document are to be considered original documents and can be used in any necessary form.

IN WITNESS WHEREOF, the parties hereto have duly executed this lease as of the day and year first above written.

DEZER PROPERTIES 40 LLC, Owner

By  6/4/15
Name/Title: Richard Angel, General Manager

EMPIRE STATE COMPASSIONATE CARE, INC.,
Tenant

By 
Name/Title: Michael Wessner

CONTRACT OF PURCHASE

THIS AGREEMENT/CONTRACT, made as of the 4th day of June, 2015, by and between Michael H. Weisser with an address of 20155 NE 38 Court, Suite 201, Aventura, Florida 33180 (the "Purchaser") and Javit Family Company, LLC with a mailing address at 231 Farmington Avenue, Farmington, Connecticut 06032 (the "Seller").

WITNESSETH:

1. Agreement to Sell and Purchase: Description of Property. Upon and subject to the terms and conditions hereinafter contained, Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Seller certain premises commonly known as 3057 Erie Boulevard East, Syracuse, New York (tax map number 033.-01-05.0).

TOGETHER ALSO with all fixtures and articles of personal property attached or appurtenant thereto and all right, title and interest, if any, of the Seller in and to any land lying in the bed of any public street, road or avenue, opened or proposed, in front of or adjoining said parcels of land, to the center line thereof, and TOGETHER ALSO with all right, title and interest of Seller, if any, in and to any award made or to be made in lieu thereof and in and to any unpaid award for damage to said parcels of reason or change of grade or any street.

The land, improvements and other rights and interests enumerated above to be sold and conveyed pursuant to this Contract are hereinafter sometimes collectively referred to as the "Property" or "Premises".

2. Exceptions to Title: Violations. The Property is sold and shall be conveyed subject to the following matters (collectively, the "Permitted Exceptions"):

(a) All present and future zoning, building and other laws, ordinances, codes restrictions and regulations of the City of Syracuse and all other governmental authorities having jurisdiction and all zoning variances and special exceptions, if any, provided in each case that the same are not violated by the improvements located on the Property.

(b) Covenants, restrictions, reservations, easements and agreements of record, provided the same do not interfere with the use or enjoyment of the improvements located on the Property and such agreements have not been violated or the time in which to complain of such violation under applicable law has expired.

(c) All rights, easements and agreements, whether or not of record, for the creation and/or maintenance of water, gas, electric, telephone, sewer or other utility pipelines, poles, wires, conduits or other like facilities, and appurtenances thereto, over, across and under the Property, provided same do not unreasonably interfere with the use or enjoyment of the improvements on the Property.

(d) Any state of facts shown on a survey made by Dussing Land Surveying, LLC dated August 25, 2014 (the "Survey"), a copy of which is annexed to this Agreement as Schedule 2(d).

3. Purchase Price. The total consideration to be paid by Purchaser to Seller for the aforesaid sale shall be the sum of FIVE HUNDRED FIFTY THOUSAND and 00/100 Dollars (\$550,000.00).

4. Payment of Purchase Price: The Purchase Price shall be payable as follows:

(a) By the Purchaser depositing with Seller's attorney, Gilbert Stinziano Heintz & Smith, P.C., within two (2) days of the execution of this Agreement, the sum of TWENTY FIVE THOUSAND and 00/100 Dollars (\$25,000.00) (the "Deposit") which is to be held in escrow to be applied to the Purchase Price or to be returned or paid to Purchaser in the event that title not be transferred to the Purchaser as herein provided. Notwithstanding anything contained in this Agreement to the contrary, \$10,000.00 of the Deposit shall be immediately non-refundable.

(b) By the Purchaser depositing with Seller's attorney, Gilbert Stinziano Heintz & Smith, P.C., within two (2) day following the Inspection Deadline (as hereinafter defined), with time being of the essence, the sum of TWENTY FIVE THOUSAND and 00/100 Dollars (\$25,000.00) (the "Additional Deposit").

(c) The balance of the Purchase Price by certified or bank check or wire transfer upon transfer of title to the Property by Seller to Purchaser, subject to adjustment pursuant to Section 8 hereof.

5. Representations. Seller will, within ten (10) business days of the full execution of the Agreement, provide Purchaser with the originals or copies of materials as Purchaser may reasonably request and if in Seller's possession, including the following:

- (1) Copies of any service contracts;
- (2) Copies of insurance policy
- (3) Copies of tax bills for prior three years
- (4) Copy of environmental survey, if any
- (5) Copy of any building plans
- (6) Copy of any floor plan
- (7) Copy of any plat plan
- (8) Copy of any former title policies issued

Any and all such material shall be forwarded to Purchaser by Seller or made available to Purchaser at the Property, at Seller's option.

Seller expressly makes no representations or warranty with respect to the accuracy or completeness of the aforementioned information furnished to Purchaser and, further, Purchaser hereby agrees that such information shall be provided on an "AS IS" basis and Seller shall have

no obligation to compile or update such data or reports.

In the event the Closing does not occur and this Agreement is terminated, then within five (5) days after the termination of this Agreement, Purchaser shall return to Seller all originals and copies of materials that Seller may have delivered to Purchaser, or which Purchaser may have acquired from Seller or Seller's representatives or agents.

Except as otherwise expressly provided herein, Seller makes no representations or warranties with regard to the Property. Purchaser warrants and represents that Purchaser has made a thorough examination and inspection of the Property and is familiar with the physical condition thereof and has independently investigated, analyzed and appraised the value and the profitability thereof. Purchaser agrees and acknowledges that Purchaser has entered into this Contract without any warranties or representations having been made by the Seller, any agent or employee of Seller, any broker acting for Seller, or any other person or persons, as to the present or future condition of the Property, any improvements thereon, the status of title, environmental condition, rents, leases, expenses, operation, size, zoning, or any other matter or thing whatsoever affecting or related to the Property, except to the extent (if at all) specifically set forth herein. Purchaser further agrees to accept the Property in its "AS IS" condition as of the date hereof, normal wear and tear and damage by the elements from the date hereof to the date of closing of title excepted. This paragraph shall survive Closing or other termination of this Contract.

6. No Survival. Except as otherwise expressly provided herein, no agreement, representation or warranty made in this Contract by or on behalf of either party, or in any instrument delivered pursuant hereto or in connection herewith, shall survive the Closing and the consummation of the transactions provided for herein.

7. Title Examination: Objections to Title.

(a) Prior to the Inspection Deadline, Purchaser shall at its own expense, obtain and cause to be delivered to Seller or Seller's attorney from a reputable title insurance company selected by Purchaser and licensed in the State of New York an owner's title commitment to insure title to the Premises, together with copies of any documents constituting exceptions to title as listed in such title commitment (the "Title Report"). If the Title Report reveals a defect of title other than the Permitted Exceptions which adversely affects the marketability of the Premises (any of the foregoing, a "Title Defect", and collectively, "Title Defects"). Purchaser shall give specific written notice to Seller or to Seller's attorney of its objection to any such Title Defects ("Purchaser's Objection Notice"), together with delivery of the Title Report, on or before the Inspection Deadline. The failure by Purchaser to deliver to Seller or Seller's attorney the Purchaser's Objection Notice on or before the Inspection Deadline shall constitute a waiver by Purchaser of any and all title matters of record as of the Inspection Deadline; such title matters of record shall automatically then become Permitted Exceptions and Purchaser shall purchase the Premises subject to such Permitted Exceptions.

(b) Seller may, but shall not be required to, cure at or prior to the Closing any Title Defect as to which Purchaser properly and timely objected to in Purchaser's Objection

Notice. Seller may, if it so elects, adjourn the closing for a period or periods not to exceed 60 days in the aggregate for such purpose.

(c) If Seller shall be unable to convey title, subject to and in accordance with the provisions of this Contract, then, except as hereinafter provided, either party may terminate this Contract by notice, delivered to the other on or after the contract closing date or any adjourned closing date, in which event the sole obligation of Seller shall be to refund the Deposit and, upon the making of such refund, this Contract shall wholly cease and terminate and neither party shall have any further claim against the other by reason of this Contract, and the lien, if any, of the Purchaser against the Premises shall wholly cease, except that the provisions contained herein which provide that they shall survive such termination will so survive.

(d) Notwithstanding anything to the contrary contained herein, Purchaser may accept such title as Seller may be able to convey, without reduction of the purchase price or any credit or allowance against the same and without any other liability on the part of Seller and if Purchaser elects to do so, Seller shall have no right to terminate this Contract as hereinabove provided. The acceptance of a deed by Purchaser shall be deemed to be a full performance and discharge of every agreement and obligation on the part of Seller to be performed pursuant to the provisions of this Contract, except those, if any, which are herein specifically stated to survive the delivery of the deed.

(e) Seller shall give and Purchaser shall accept such title as Purchaser's title insurance company will be willing to approve and insure subject only to the exceptions set forth in this Agreement.

8. Adjustments. The following items shall be adjusted between the parties as of the Closing Date:

(a) Real estate taxes levied or imposed upon the Property on the basis of the fiscal year for which assessed.

(b) Seller will transfer the service for water, electricity, gas and other utility services effective as of the Closing Date. To the extent possible, Seller shall obtain readings of metered utilities on the day preceding the Closing Date, and in the event such readings are available for any utility service, there shall be no proration for that service. To the extent such utility readings are not available, water, electricity, gas and other utility payments or charges shall be prorated between Purchaser and Seller as of the Closing Date on the basis of estimates from the latest available bills.

9. The Closing.

(a) The closing of the transaction contemplated herein (the "Closing") shall be held on or about August 15, 2015. Closing shall take place at the office of Seller's counsel, Gilberti Stinziano Helntz & Smith, P.C., 555 East Genesee Street, Syracuse, New York 13202, or in a

mutually convenient manner. The date on which title shall close hereunder is sometimes referred to herein as the "Closing Date".

(b) The following deliveries shall be made at the Closing:

(1) A Bargain and Sale deed, in proper statutory form for recording, so as to transfer and convey to Purchaser all of Seller's right, title and interest in and to the premises and the improvements erected thereon. The deed will contain a covenant by Seller as required by Section 13 of the Lien Law.

(2) Any and all other required documents of transfer and those that may be reasonably required by Purchaser's counsel.

10. Condition to Purchaser's Obligations.

(a) Inspection and License. Satisfaction by the Purchaser with the results of any environmental site analysis or structural inspection of the Property (the "Inspection"), which are to be conducted at the sole cost and expense of the Purchaser by consultants selected by the Purchaser, and Purchaser being awarded a license from the State of New York to operate a medical marijuana dispensary at the Property (the "Medical Marijuana License"). In the event that the Purchaser is not satisfied with the results of the Inspection or Purchaser is not awarded the Medical Marijuana License, the Purchaser shall be entitled to terminate this Agreement by delivery of written notice thereof (the "Inspection Notice") to the Seller no later than August 4, 2015 (the "Inspection Deadline"). Purchaser acknowledges that Seller has no obligation whatsoever to undertake any corrective or remedial work as a result of matters disclosed by the Inspection. Purchaser agrees that in the course of making the Inspection, it will not interfere with the Seller's use of the Premises. This condition will be deemed waived if the Inspection Notice is not received on or before the Inspection Deadline.

In order to permit Purchaser to conduct the Inspection, Seller shall facilitate access and permit Purchaser, his agent, servants or employees a license to enter upon the Premises to conduct the Inspection (the "License"), in accordance with the terms and conditions set forth herein below:

(i) Purchaser shall at the conclusion of the Inspection restore the Premises to the condition existing prior to the Inspection.

(ii) Purchaser must give Seller at least forty-eight (48) hours prior written notice of the Inspection, and with respect to any physically intrusive inspection or test Purchaser must obtain Seller's prior written consent thereto (which consent shall not unreasonably be withheld, conditioned or delayed) and Seller, and/or Seller's agent or representative, shall have the right to accompany Purchaser and its representatives during its entry(ies) on the Property.

(iii) Prior to performing the Inspection, Purchaser must deliver a certificate of insurance to Seller evidencing that Purchaser and its contractors, agents and representatives have in place commercially reasonable amounts of comprehensive general liability insurance and workers compensation insurance which are reasonably acceptable to Seller for its activities on the Premises covering any accident arising in connection with the presence of Purchaser, its contractors, agents

and representatives on the Property, which insurance shall name Seller as additional insured thereunder. Purchaser shall indemnify and hold harmless Seller from and against loss, harm, damage, claims, liabilities and any costs of any nature, including without limitation reasonable attorneys and expert fees, arising out of or in connection with the Inspection. Purchaser releases Seller from any liability for any loss, harm, damage, claims, liabilities and any costs of any nature, including without limitation, reasonable attorneys and expert fees, arising out of or in connection with the Inspection. The provisions of this paragraph shall survive any termination of the License or this Agreement.

In the event Purchaser does not terminate this Agreement on or before the Inspection Deadline as provided above, then the Deposit and Additional Deposit shall become immediately non-refundable, but shall be credited towards the Purchase Price at Closing. However, should the Closing not occur due to Seller's breach or failure to perform under this Agreement, then the Deposit and Additional Deposit shall be returned to Purchaser.

11. Seller's Default. If any of Seller's representations and warranties are not true and correct or Seller's covenants are not fulfilled, or Seller fails to perform any of the terms and conditions of this Agreement or is otherwise in default under this Agreement, then Purchaser, at Purchaser's sole option, may elect to (i) waive the default or failure and close "as is", or (ii) cancel this Agreement by written notice to Seller given on or before the Closing Date, in which event the Deposit shall be returned to Purchaser; upon such return, both parties shall be released from all further obligations under this Agreement, except that the provisions contained herein which provide that they shall survive such termination will so survive; or (iii) seek specific performance of Seller's obligations under this Agreement.

11. Broker. The parties acknowledge that no real estate agent, broker or company has been used in this transaction other than Syracuse Realty Group (the "Broker"), which shall be paid a commission by Seller pursuant to a separate agreement. The parties shall indemnify, hold harmless and defend the other against any claim initiated by any agent, broker or real estate company, other than the Broker, for any real estate fee arising out of, related to, or involved in this transaction.

12. Notices. All notices required under this Agreement shall be in writing, sent by overnight mail, or certified or registered mail, return receipt requested, postage prepaid, addressed to the party to be notified (with a copy to such party's attorney) at such party's address set forth in the preamble to this Agreement or to such other address as such party shall have specified most recently by like notice.

13. Counterparts; Captions. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one in the same instrument, and it shall not be necessary that any single counterpart bear the signatures of all parties. Further, execution, delivery and exchange of executed counterparts via facsimile or via email shall be deemed to be original signatures and binding upon the parties when transmitted and received. The captions are for convenience of reference only and shall not affect the construction to be given any of the provisions hereof.

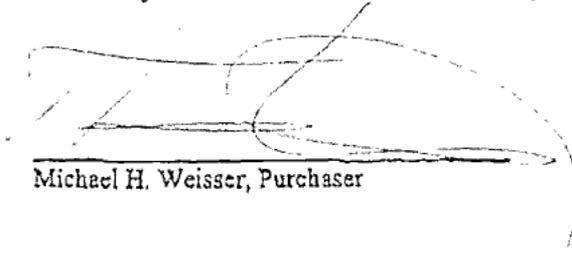
14. Assignment. The parties hereto agree that Purchaser may assign this Agreement, provided Purchaser remains personally responsible for the faithful performance of this Agreement.

15. Successor and Assigns. This Contract shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties.

16. Governing Law. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of New York.

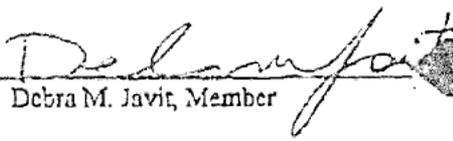
17. Entire Agreement. This Contract contains the entire agreement between the parties with respect to the subject matter hereof. This Contract may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein.

IN WITNESS WHEREOF, the parties have duly executed this Contract as of the day and year first above written.



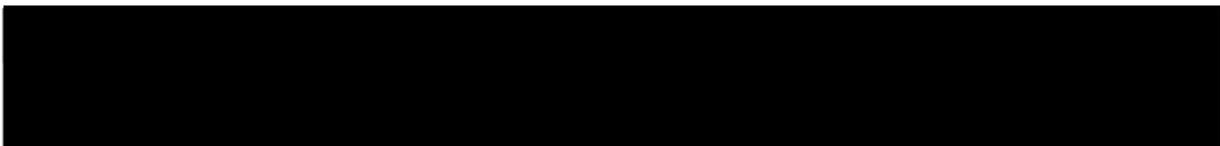
Michael H. Weisser, Purchaser

Javit Family Company, LLC, Seller

By:  
Debra M. Javit, Member



SCHEDULE 2(d)
(the "Survey")



STANDARD FORM OF STORE LEASE
The Real Estate Board of New York, Inc.

Agreement of Lease, made as of this _____ day of June in the year 2015, between

MICHAEL H. WEISSER, having an address at 54 7th Avenue South, New York, New York 10014,
party of the first part, hereinafter referred to as OWNER, and

EMPIRE STATE COMPASSIONATE CARE, INC., having an address at 333 Earle Ovington Blvd., Suite 1010, Uniondale
New York 11553 Attn: Anthony V. Curto, Esq. party of the second part, hereinafter referred to as TENANT,

Witnesseth: Owner hereby leases to Tenant and Tenant hereby hires from Owner

in the building known as 3057 Erie Boulevard East, Syracuse, New York
~~in the Borough of~~ _____, ~~County of~~ _____, for the term of Five (5) years

(or until such term shall sooner cease and expire as hereinafter provided) to commence on the
1st day of August in the year 2015, and to end on the
31st day of July in the year 2020, and
both dates inclusive, at an annual rental rate of \$48,000.00 with four percent (4%) annual increases during the term,

which Tenant agrees to pay in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, in equal monthly installments in advance on the first day of each month during said term, at the office of Owner or such other place as Owner may designate, without any set off or deduction whatsoever, except that Tenant shall pay the first monthly installment(s) on the execution hereof (unless this lease be a renewal).

In the event that, at the commencement of the term of this lease, or thereafter, Tenant shall be in default in the payment of rent to Owner pursuant to the terms of another lease with Owner or with Owner's predecessor in interest, Owner may at Owner's option and without notice to Tenant add the amount of such arrears to any monthly installment of rent payable hereunder and the same shall be payable to Owner as additional rent.

The parties hereto, for themselves, their heirs, distributees, executors, administrators, legal representatives, successors and assigns, hereby covenant as follows:
Rent: 1. Tenant shall pay the rent as above and as hereinafter provided.
Occupancy: 2. Tenant shall use and occupy the demised premises for the dispensing of medical marijuana in accordance with Article 33 of the Public Health Law

and for no other purpose. Tenant shall at all times conduct its business in a high grade and reputable manner, shall not violate Article 37 hereof, and shall keep show windows and signs in a neat and clean condition.

Alterations: 3. Tenant shall make no changes in or to the demised premises of any nature without Owner's prior written consent. Subject to the prior written consent of Owner, and to the provisions of this article, Tenant, at Tenant's expense, may make alterations, installations, additions or improvements which are non-structural and which do not affect utility services or plumbing and electrical lines, in or to the interior of the demised premises by using contractors or mechanics first approved in each instance by Owner. Tenant shall, before making any alterations, additions, installations or improvements, at its expense, obtain all permits, approvals and certificates required by any governmental or quasi-governmental bodies and (upon completing) certificates of final approval thereof, and shall deliver promptly duplicates of all such permits, approvals and certificates to Owner, and Tenant agrees to carry, and will cause Tenant's contractors and sub-contractors to carry, such worker's compensation, general liability, personal and property damage insurance as Owner may require. If any mechanic's lien is filed against the demised premises, or of the building of which the same forms a part, for work claimed to have been done for, or materials furnished to, Tenant, whether or not done pursuant to this article, the same shall be discharged by Tenant within 30 days thereafter, at Tenant's expense, by payment or filing a bond as permitted by law. All fixtures and all partitions, pantries, railings and like installations, installed in the demised premises at any time, either by Tenant or by Owner on Tenant's behalf, shall, upon installation, become the property of Owner and shall remain upon and be surrendered with the demised premises unless Owner, by notice to Tenant no later than twenty days prior to the date fixed as the termination of this lease, elects to relinquish Owner's rights therein and to have them removed by Tenant, in which event, the same shall be removed from the demised premises by Tenant prior to the expiration of the lease, at Tenant's expense. Nothing in this article shall be construed to give Owner title in, or to prevent Tenant's removal of, trade fixtures, moveable office furniture and equipment, but upon removal of same from the demised premises or upon removal of other installations as may be required by Owner, Tenant shall immediately and at its expense, repair and restore the demised premises to the condition existing prior to any such installations, and repair any damage to the demised premises or of the building due to such removal. All property permitted or required to be removed by Tenant at the end of the term remaining in the demised premises after Tenant's removal shall be deemed abandoned and may, at the election of Owner, either be retained as Owner's property or may be removed from the demised premises by Owner at Tenant's expense.

Repairs: 4. Owner shall maintain and repair the public portions of the building, both exterior and interior, except that if Owner allows Tenant to erect on the outside of the building a sign or signs, or a hoist, lift or sidewalk elevator for the exclusive use of Tenant, Tenant shall maintain such exterior installations in good appearance, shall cause the same to be operated in a good and workable manner, shall make all repairs thereto necessary to keep same in good order

and condition, at Tenant's own cost and expense, and shall cause the same to be covered by the insurance provided for hereafter in Article 8. Tenant shall, throughout the term of this lease, take good care of the demised premises and the fixtures and appurtenances therein, and the sidewalks adjacent thereto, and at its sole cost and expense, make all non-structural repairs thereto as and when needed to preserve them in good working order and condition, reasonable wear and tear, obsolescence and damage from the elements, fire or other casualty, excepted. If the demised premises be or become infested with vermin, Tenant shall at Tenant's expense, cause the same to be exterminated from time to time to the satisfaction of Owner. Except as specifically provided in Article 9 or elsewhere in this lease, there shall be no allowance to the Tenant for the diminution of rental value and no liability on the part of Owner by reason of inconvenience, annoyance or injury to business arising from Owner, Tenant or others, making or failing to make any repairs, alterations, additions or improvements in or to any portion of the building, including the erection or operation of any crane, derrick or sidewalk shed, or in or to the demised premises or the fixtures, appurtenances or equipment thereof. It is specifically agreed that Tenant shall be not entitled to any set off or reduction of rent by reason of any failure of Owner to comply with the covenants of this or any other article of this lease. Tenant agrees that Tenant's sole remedy at law in such instance will be by way of an action for damages for breach of contract. The provisions of this Article 4 with respect to the making of repairs shall not apply in the case of fire or other casualty, which are dealt with in Article 9 hereof.

Window Cleaning: 5. Tenant will not clean nor require, permit, suffer or allow any window in the demised premises to be cleaned from the outside in violation of Section 202 of the New York State Labor Law or any other applicable law or of the Rules of the Board of Standards and Appeals, or of any other Board or body having or asserting jurisdiction.

Requirements of Law, Fire Insurance: 6. Prior to the commencement of the lease term, if Tenant is then in possession, and at all times thereafter, Tenant, at Tenant's sole cost and expense, shall comply with all present and future laws, orders and regulations of all state, federal, municipal and local governments, departments, commissions and boards and any direction of any public officer pursuant to law, and all orders, rules and regulations of the New York Board of Fire Underwriters or the Insurance Services Office, or any similar body which shall impose any violation, order or duty upon Owner or Tenant with respect to the demised premises, and with respect to the portion of the sidewalk adjacent to the demised premises, if the demised premises are on the street level, whether or not arising out of Tenant's use or manner of use thereof, or with respect to the building, if arising out of Tenant's use or manner of use of the demised premises or of the building (including the use permitted under the lease). Except as provided in Article 29 hereof, nothing herein shall

require Tenant to make structural repairs or alterations unless Tenant has by its manner of use of the demised premises or method of operation therein, violated any such laws, ordinances, orders, rules, regulations or requirements with respect thereto. Tenant shall not do or permit any act or thing to be done in or to the demised premises which is contrary to law, or which will invalidate or be in conflict with public liability, fire or other policies of insurance at any time carried by or for the benefit of Owner. Tenant shall pay all costs, expenses, fines, penalties or damages, which may be imposed upon Owner by reason of Tenant's failure to comply with the provisions of this article. If the fire insurance rate shall, at the beginning of the lease, or at any time thereafter, be higher than it otherwise would be, then Tenant shall reimburse Owner, as additional rent hereunder, for that portion of all fire insurance premiums thereafter paid by Owner which shall have been charged because of such failure by Tenant, to comply with the terms of this article. In any action or proceeding wherein Owner and Tenant are parties, a schedule or "make-up" of rate for the building or the demised premises issued by a body making fire insurance rates applicable to said demised premises shall be conclusive evidence of the facts therein stated and of the several items and charges in the fire insurance rate then applicable to said demised premises.

Sub-ordination: 7. This lease is subject and subordinate to all ground or underlying leases and to all mortgages which may now or hereafter affect such leases or the real property of which the demised premises are a part, and to all renewals, modifications, consolidations, replacements and extensions of any such underlying leases and mortgages. This clause shall be self-operative and no further instrument of subordination shall be required by any ground or underlying lessor or by any mortgagee, affecting any lease of the real property of which the demised premises are a part. In continuation of such subordination, Tenant shall from time to time execute promptly any certificate that Owner may request.

Tenant's Liability Insurance Property Loss, Damage, Indemnity: 8. Owner or its agents shall not be liable for any damage to property of Tenant or of others entrusted to employees of the building, nor for loss of, or damage to, any property of Tenant by theft or other wise, nor for any injury or damage to persons or property resulting from any cause of whatsoever nature, unless caused by or due to the negligence of Owner, its agents, servants or employees. Owner or its agents will not be liable for any such damage caused by other tenants or persons in, upon or about said building, or caused by operations in construction of any private, public or quasi public work. Tenant agrees, at Tenant's sole cost and expense, to maintain general public liability insurance in standard form in favor of Owner and Tenant against claims for bodily injury or death or property damage occurring in or upon the demised premises, effective from the date Tenant enters into possession of the demised premises and during the term of this lease. Such insurance shall be in an amount and with carriers acceptable to the Owner. Such policy or policies shall be delivered to the Owner. On Tenant's default in obtaining or delivering any such policy or policies or failure to pay the charges therefor, Owner may secure or pay the charges for any such policy or policies and charge the Tenant as additional rent herefor. Tenant shall indemnify and save harmless Owner against and from all liabilities, obligations, damages, penalties, claims, costs and expenses for which Owner shall not be reimbursed by insurance, including reasonable attorneys' fees, paid, suffered or incurred as a result of any breach by Tenant, Tenant's agent, contractors, employees, invitees, or licensees, of any covenant on condition of this lease, or the carelessness, negligence or improper conduct of the Tenant, Tenant's agents, contractors, employees, invitees or licensees. Tenant's liability under this lease extends to the acts and omissions of any subtenant, and any agent, contractor, employee, invitee or licensee of any subtenant. In case any action or proceeding is brought against Owner by reason of any such claim, Tenant, upon written notice from Owner, will, at Tenant's expense, resist or defend such action or proceeding by counsel approved by Owner in writing, such approval not to be unreasonably withheld.

Destruction, Fire, and Other Casualty: 9. (a) If the demised premises or any part thereof shall be damaged by fire or other casualty, Tenant shall give immediate notice thereof to Owner and this lease shall continue in full force and effect except as hereinafter set forth. (b) If the demised premises are partially damaged or rendered partially unusable by fire or other casualty, the damages thereto shall be repaired by and at the expense of Owner, and the rent and other items of additional rent, until such repair shall be substantially completed, shall be apportioned from the day following the casualty according to the part of the demised premises which is usable. (c) If the demised premises are totally damaged or rendered wholly unusable by fire or other casualty, then the rent and other items of additional rent as hereinafter expressly provided shall be proportionately paid up to the time of the casualty and thereafter shall cease until the date when the demised premises shall have been repaired and restored by Owner (or sooner reoccupied in part by Tenant) then rent shall be apportioned as provided in subsection (b) above, subject to Owner's right to elect not to restore the same as hereinafter provided. (d) If the demised premises are rendered wholly unusable or (whether or not the demised premises are damaged in whole or in part) if the building shall be so damaged that Owner shall decide to demolish it or to rebuild it, then, in any of such events, Owner may elect to terminate this lease by written notice to Tenant given within 90 days after such fire or casualty or 30 days after adjustment of the insurance claim for such fire or casualty, whichever is sooner, specifying a date for the expiration of the lease, which date shall not be more than 60 days after the giving of such notice, and upon the date specified in such notice the term of this lease shall expire as fully and completely as if such date were the date set forth above for the termination of this lease and Tenant shall forthwith quit, surrender and vacate the demised premises without prejudice however, to Owner's rights and remedies against Tenant under the lease provisions in effect prior to such termination, and any rent owing shall be paid up to such date and any payments of rent made by Tenant which were on account of any period subsequent to such date shall be returned to Tenant. Unless Owner shall serve a termination notice as provided for herein, Owner shall make the repairs and restorations under the conditions of (b) and (c) hereof, with all reasonable expedition subject to delays due to adjustment of insurance claims, labor troubles and causes beyond Owner's control. After any such casualty, Tenant shall cooperate with Owner's restoration by removing from the premises as promptly as reasonably possible, all of Tenant's salvageable inventory and movable equipment, furniture, and other property. Tenant's liability for rent shall resume five (5) days after written notice from Owner that the demised premises are substan-

Rider to be added if necessary.

tially ready for Tenant's occupancy. (e) Nothing contained hereinabove shall relieve Tenant from liability that may exist as a result of damage from fire or other casualty. Notwithstanding the foregoing, including Owner's obligation to restore under subparagraph (b) above, each party shall look first to any insurance in its favor before making any claim against the other party for recovery for loss or damage resulting from fire or other casualty, and to the extent that such insurance is in force and collectable, and to the extent permitted by law, Owner and Tenant each hereby releases and waives all right of recovery with respect to subparagraphs (b), (d) and (e) above, against the other, or any one claiming through or under each of them by way of subrogation or otherwise. The release and waiver herein referred to shall be deemed to include any loss or damage to the demised premises and/or to any personal property, equipment, trade fixtures, goods and merchandise located therein. The foregoing release and waiver shall be in force only if both releasers' insurance policies contain a clause providing that such a release or waiver shall not invalidate the insurance. Tenant acknowledges that Owner will not carry insurance on Tenant's furniture and/or furnishings or any fixtures or equipment, improvements, or appurtenances removable by Tenant, and agrees that Owner will not be obligated to repair any damage thereto or replace the same. (f) Tenant hereby waives the provisions of Section 227 of the Real Property Law and agrees that the provisions of this article shall govern and control in lieu thereof.

Eviction: 10. If the whole or any part of the demised premises shall be acquired or condemned by Eminent Domain for any public or quasi public use or purpose, then and in that event, the term of this lease shall cease and terminate from the date of title vesting in such proceeding, and Tenant shall have no claim for the value of any unexpired term of said lease. Tenant shall have the right to make an independent claim to the condemning authority for the value of Tenant's moving expenses and personal property, trade fixtures and equipment provided Tenant is entitled pursuant to the terms of the lease to remove such property, trade fixtures and equipment at the end of the term, and provided further such claim does not reduce Owner's award.

Assignment, Mortgage, Etc.: 11. Tenant, for itself, its heirs, distributees, executors, administrators, legal representatives, successors and assigns expressly covenants that it shall not assign, mortgage or encumber this agreement, nor underlet, or suffer or permit the demised premises or any part thereof to be used by others, without the prior written consent of Owner in each instance. Transfer of the majority of the stock of a corporate tenant or the majority partnership interest of a partnership tenant shall be deemed an assignment. If this lease be assigned, or if the demised premises or any part thereof be underlet or occupied by anybody other than Tenant, Owner may, after default by Tenant, collect rent from the assignee, under-tenant or occupant, and apply the net amount collected to the rent hereof reserved, but no such assignment, underletting, occupancy or collection shall be deemed a waiver of the covenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained. The consent by Owner to an assignment or underletting shall not in any wise be construed to relieve Tenant from obtaining the express consent in writing of Owner to any further assignment or underletting.

Electric Current: 12. Rates and conditions in respect to submetering or rent inclusion, as the case may be, to be added in RIDER attached hereto. Tenant covenants and agrees that at all times its use of electric current shall not exceed the capacity of existing feeders to the building or the risers or wiring installation, and Tenant may not use any electrical equipment which, in Owner's opinion, reasonably exercised, will overload such installations or interfere with the use thereof by other tenants of the building. The change at any time of the character of electric service shall in no wise make Owner liable or responsible to Tenant, for any loss, damages or expenses which Tenant may sustain.

Access to Premises: 13. Owner or Owner's agents shall have the right (but shall not be obligated) to enter the demised premises in any emergency at any time, and, at other reasonable times, to examine the same and to make such repairs, replacements and improvements as Owner may deem necessary and reasonably desirable to any portion of the building or which Owner may elect to perform, in the demised premises, following Tenant's failure to make repairs or perform any work which Tenant is obligated to perform under this lease, or for the purpose of complying with laws, regulations and other directions of governmental authorities. Tenant shall permit Owner to use and maintain and replace pipes and conduits in and through the demised premises and to erect new pipes and conduits therein, provided they are concealed within the walls, floors or ceiling, wherever practicable. Owner may, during the progress of any work in the demised premises, take all necessary materials and equipment into said premises without the same constituting an eviction, nor shall the Tenant be entitled to any abatement of rent or interruption of business or otherwise. Damages by reason of rent while such work is in progress, nor to any damages by the term hereof Owner shall have the right to enter the demised premises at reasonable hours for the purpose of showing the same to prospective purchasers or mortgagees of the building, and during the last six months of the term for the purpose of showing the same to prospective tenants, and may, during said six months period, place upon the demised premises the usual notice "To Let" and "For Sale", which notices Tenant shall permit to remain thereon without molestation. If Tenant is not present to open and permit an entry into the demised premises, Owner or Owner's agents may enter the same whenever such premises, Owner or Owner's agents may enter the same whenever such premises, provided reasonable care is exercised to safeguard Tenant's property, and entry may be necessary or permissible, by master key or forcibly, and entry shall not render Owner or its agents liable therefor, nor in any event shall the obligations of Tenant hereunder be affected. If during the last month of the term Tenant shall have removed all or substantially all of Tenant's property therefrom, Owner may immediately enter, alter, renovate or redecorate the demised premises without limitation or abatement of rent, or incurring liability to Tenant for any compensation, and such act shall have no effect on this lease or Tenant's obligations hereunder. Owner shall have the right at any time, without the same constituting an eviction and without incurring liability to Tenant therefor, to change the arrangement and/or location of public entrances, passageways, doors, doorways, corridors, elevators, stairs, toilets, or other public parts of the building, and to change the name, number or designation by which the building may be known.

Vault, Vault Space, Area: 14. No vaults, vault space or area, whether or not enclosed or covered, not within the property line of the building, is leased hereunder, anything contained in or indicated on any sketch, blue print or plan, or anything contained elsewhere in this lease to the contrary notwithstanding. Owner makes no representation as to the location of the property line of the building. All vaults and vault space and all such areas not within the property line of the building, which Tenant may be permitted to use and/or occupy, is to be used and/or occupied under a revocable license, and if any such license is revoked, or if the amount of such space or area be diminished or required by any federal, state or municipal authority or public utility, Owner shall not be subject to any liability, nor shall Tenant be entitled to any compensation or diminution or abatement of rent, nor shall such revocation, diminution or requisition be deemed constructive or actual eviction. Any tax, fee or charge of municipal authorities for such vault or area shall be paid by Tenant.

Occupancy: 15. Tenant will not at any time use or occupy the demised premises in violation of Articles 2 or 37 hereof, or of the certificate of occupancy issued for the building of which the demised premises are a part. Tenant has inspected the demised premises and accepts them "as-is" subject to the riders annexed hereto with respect to Owner's work, if any. In any event, Owner makes no representation as to the condition of the demised premises, and Tenant agrees to accept the same subject to violations, whether or not of record.

Bankruptcy: 16. (a) Anything elsewhere in this lease to the contrary notwithstanding, this lease may be cancelled by Landlord by the sending of a written notice to Tenant within a reasonable time after the happening of any one or more of the following events: (1) the commencement of a case in bankruptcy or under the laws of any state naming Tenant as the debtor; or (2) the making by Tenant of an assignment or any other arrangement for the benefit of creditors under any state statute. Neither Tenant nor any person claiming through or under Tenant, or by reason of any statute or order of court, shall thereafter be entitled to possession of the premises demised but shall forthwith quit and surrender the demised premises. If this lease shall be assigned in accordance with its terms, the provisions of this Article 16 shall be applicable only to the party then owning Tenant's interest in this lease.

(b) It is stipulated and agreed that in the event of the termination of this lease pursuant to (a) hereof, Owner shall forthwith, notwithstanding any other provisions of this lease to the contrary, be entitled to recover from Tenant, as and for liquidated damages, an amount equal to the difference between the rent reserved hereunder for the unexpired portion of the term demised and the fair and reasonable rental value of the demised premises for the same period. In the computation of such damages the difference between any installment of rent becoming due hereunder after the date of termination and the fair and reasonable rental value of the demised premises for the period for which such installment was payable shall be discounted to the date of termination at the rate of four percent (4%) per annum. If the demised premises, or any part thereof, be re-let by the Owner for the unexpired term of said lease, or any part thereof, before presentation of proof of such liquidated damages to any court, commission or tribunal, the amount of rent reserved upon such re-letting shall be deemed to be the fair and reasonable rental value for the part or the whole of the demised premises so re-let during the term of the re-letting. Nothing herein contained shall limit or prejudice the right of the Owner to prove for and obtain as liquidated damages, by reason of such termination, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, such damages are to be proved, whether or not such amount be greater, equal to, or less than the amount of the difference referred to above.

Default: 17. (1) If Tenant defaults in fulfilling any of the covenants of this lease other than the covenants for the payment of rent or additional rent; or if the demised premises become vacant or deserted, or if any execution or attachment shall be issued against Tenant or any of Tenant's property, whereupon the demised premises shall be taken or occupied by someone other than Tenant, or if this lease be rejected under Section 365 of Title 11 of the U.S. Code (Bankruptcy Code); or if Tenant shall fail to move into or take possession of the demised premises within thirty (30) days after the commencement of the term of this lease, of which fact Owner shall be the sole judge, then, in any one or more of such events, upon Owner serving a written fifteen (15) days notice upon Tenant specifying the nature of said default, and upon the expiration of said fifteen (15) days, if Tenant shall have failed to comply with or remedy such default, or if the said default or omission complained of shall be of a nature that the same cannot be completely cured or remedied within said fifteen (15) day period, and if Tenant shall not have diligently commenced curing such default within said fifteen (15) day period, and shall not thereafter with reasonable diligence and in good faith proceed to remedy or cure such default, then Owner may serve a written five (5) days notice of cancellation of this lease upon Tenant, and upon the expiration of said five (5) days, this lease and the term thereunder shall end and expire as fully and completely as if the expiration of such five (5) day period were the day hereof definitely fixed for the end and expiration of this lease and the term thereunder. Tenant shall then quit and surrender the demised premises to Owner, but Tenant shall remain liable as hereinafter provided.

(2) If the notice provided for in (1) hereof shall have been given, and the term shall expire as aforesaid; or if Tenant shall make default in the payment of the rent reserved herein, or any item of additional rent herein mentioned, or any part of either, or in making any other payment herein required, then, and in any of such events, Owner may without notice, re-enter the demised premises either by force or otherwise, and dispossess Tenant by summary proceedings or otherwise, and remove their effects and hold the demised premises as if this lease had not been made, and Tenant hereby waives the service of notice of intention to re-enter or to institute legal proceedings to that end.

Remedies of Owner and Waiver of Redemption: 18. In case of any such default, re-entry, expiration and/or dispossession by summary proceedings or otherwise, (a) the rent, and additional rent, shall become due thereupon and be paid up to the time of such re-entry, dispossession and/or expiration, (b) Owner may re-let the demised premises or any part or parts thereof, either in

the name of Owner or otherwise, for a term or terms, which may at Owner's option be less than or exceed the period which would otherwise have constituted the balance of the term of this lease, and may grant concessions or free rent or charge a higher rental than that in this lease, and/or (c) Tenant or the legal representatives of Tenant shall also pay Owner, as liquidated damages, for the failure of Tenant to observe and perform said Tenant's covenants herein contained, any deficiency between the rent hereby reserved and/or covenanted to be paid and the net amount, if any, of the rents collected in account of the subsequent lease or leases of the demised premises for each month of the period which would otherwise have constituted the balance of the term of this lease. The failure of Owner to re-let the demised premises or any part or parts thereof shall not release or affect Tenant's liability for damages. In computing such liquidated damages there shall be added to the said deficiency such expenses as Owner may incur in connection with re-letting, such as legal expenses, reasonable attorneys' fees, brokerage, advertising and for keeping the demised premises in good order, or for preparing the same for re-letting. Any such liquidated damages shall be paid in monthly installments by Tenant on the rent day specified in this lease. Owner, in putting the demised premises in good order or preparing the same for re-rental may, at Owner's option, make such alterations, repairs, replacements, and/or decorations in the demised premises as Owner, in Owner's sole judgement, considers advisable and necessary for the purpose of re-letting the demised premises, and the making of such alterations, repairs, replacements, and/or decorations shall not operate or be construed to release Tenant from liability. Owner shall in no event be liable, in any way whatsoever, for failure to re-let the demised premises, or in the event that the demised premises are re-let, for failure to collect the rent thereof under such re-letting, and in no event shall Tenant be entitled to receive any excess, if any, of such net rent collected over the sums payable by Tenant to Owner hereunder. In the event of a breach or threatened breach by Tenant of any of the covenants or provisions hereof, Owner shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings and other remedies were not herein provided for. Mention in this lease of any particular remedy, shall not preclude Owner from any other remedy, in law or in equity. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws.

Fees and Expenses: 19. If Tenant shall default in the observance or performance of any term or covenant on Tenant's part to be observed or performed under, or by virtue of, any of the terms or provisions in any article of this lease, after notice if required, and upon expiration of any applicable grace period if any, (except in an emergency), then, unless otherwise provided elsewhere in this lease, Owner may, without notice, perform the obligation of Tenant thereunder, and if Owner, in connection therewith or in connection with any default by Tenant in the covenant to pay rent hereunder, makes any expenditures or incurs any obligations for the payment of money, including but not limited to reasonable attorney's fees, in instituting, prosecuting or defending any actions or proceedings, and prevails in any such action or proceeding, such sums so paid or obligations incurred with interest and costs shall be deemed to be additional rent hereunder and shall be paid by Tenant to Owner within ten (10) days of rendition of any bill or statement to Tenant therefor, and if Tenant's lease term shall have expired at the time of making of such expenditures or incurring of such obligations, such sums shall be recoverable by Owner as damages.

No Representations by Owner: 20. Neither Owner nor Owner's agent have made any representations or promises with respect to the physical condition of the building, the land upon which it is erected or the demised premises, the rents, leases, expenses of operation, or any other matter or thing affecting or related to the demised premises, except as herein expressly set forth, and no rights, easements or licenses are acquired by Tenant by implication or otherwise, except as expressly set forth in the provisions of this lease. Tenant has inspected the building and the demised premises and is thoroughly acquainted with their condition, and agrees to take the same "as-is", and acknowledges that the taking of possession of the demised premises by Tenant shall be conclusive evidence that the said premises and the building of which the same form a part were in good and satisfactory condition at the time such possession was so taken, except as to latent defects. All understandings and agreements heretofore made between the parties hereto are merged in this contract, which alone fully and completely expresses the agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of it in whole or in part, unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge or abandonment is sought.

End of Term: 21. Upon the expiration or other termination of the term of this lease, Tenant shall quit and surrender to Owner the demised premises, "broom-clean", in good order and condition, ordinary wear excepted, and Tenant shall remove all its property. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of this lease. If the last day of the term of this lease or any renewal thereof, falls on Sunday, this lease shall expire at noon on the preceding Saturday, unless it be a legal holiday, in which case it shall expire at noon on the preceding business day.

Quiet Enjoyment: 22. Owner covenants and agrees with Tenant that upon Tenant paying the rent and additional rent and observing and performing all the terms, covenants and conditions, in Tenant's part to be observed and performed, Tenant may peaceably and quietly enjoy the premises hereby demised, subject, nevertheless, to the terms and conditions of this lease including, but not limited to, Article 33 hereof and to the ground leases, underlying leases and mortgages heretofore mentioned.

Failure to Give Possession: 23. If Owner is unable to give possession of the demised premises on the date of the commencement of the term hereof, because of the holiday over or retention of possession of any tenant, undertenant or occupants, or if the demised premises are located in a building being constructed because such building has not been sufficiently completed

to make the demised premises ready for occupancy, or because of the fact that a certificate of occupancy has not been procured, or for any other reason, Owner shall not be subject to any liability for failure to give possession on said date and the validity of the lease shall not be impaired under such circumstances, nor shall the same be construed in any wise to extend the term of this lease, but the rent payable hereunder shall be abated (provided Tenant is not responsible for the inability to obtain possession or complete construction) until after Owner shall have given Tenant written notice that the Owner is able to deliver possession in the condition required by this lease. If permission is given to Tenant to enter into the possession of the demised premises or to occupy premises other than the demised premises prior to the date specified as the commencement of the term of this lease, Tenant covenants and agrees that such possession and/or occupancy shall be deemed to be under all the terms, covenants, conditions and provisions of this lease, except the obligation to pay the fixed annual rent set forth in page one of this lease. The provisions of this article are intended to constitute "an express provision to the contrary" within the meaning of Section 223-a of the New York Real Property Law.

No Waiver: 24. The failure of Owner to seek redress for violation of, or to insist upon the strict performance of any covenant or condition of this lease or of any of the Rules or Regulations set forth or hereafter adopted by Owner, shall not prevent a subsequent act which would have originally constituted a violation from having all the force and effect of an original violation. The receipt by Owner of rent and/or additional rent with knowledge of the breach of any covenant of this lease shall not be deemed a waiver of such breach, and no provision of this lease shall be deemed to have been waived by Owner unless such waiver be in writing signed by Owner. No payment by Tenant or receipt by Owner of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any enforcement or statement of any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Owner may accept such check or payment without prejudice to Owner's right to recover the balance of such rent or pursue any other remedy in this lease provided. No act or thing done by Owner or Owner's agents during the term hereby demised shall be deemed in acceptance of a surrender of the demised premises and no agreement to accept such surrender shall be valid unless in writing signed by Owner. No employee of Owner or Owner's agent shall have any power to accept the keys of the demised premises prior to the termination of the lease, and the delivery of keys to any such agent or employee shall not operate as a termination of the lease or a surrender of the demised premises.

Waiver of Trial by Jury: 25. It is mutually agreed by and between Owner and Tenant that the respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other (except for personal injury or property damage) on any matters whatsoever arising out of, or in any way connected with, this lease, the relationship of Owner and Tenant, Tenant's use of or occupancy of the demised premises, and any emergency statutory or any other statutory remedy. It is further mutually agreed that in the event Owner commences any proceeding or action for possession, including a summary proceeding for possession of the demised premises, Tenant will not interpose any counterclaim of whatever nature in description in any such proceeding, including a counterclaim under Article 4, except for statutory mandatory counterclaims.

Inability to Perform: 26. This lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant is to be performed shall in no wise be affected, impaired or excused because Owner is unable to fulfill any of its obligations under this lease, or to supply, or is delayed in supplying, any service expressly or impliedly to be supplied, or is unable to make, or is delayed in making, any repair, additions, alterations or decorations, or is unable to supply, or is delayed in supplying, any equipment, fixtures or other materials, if Owner is prevented or delayed from so doing by reason of strike or labor troubles, government preemption or restrictions, or by reason of any rule, order or regulation of any department or subdivision thereof of any government agency, or by reason of the conditions of which have been or are affected, either directly or indirectly, by war or other emergency, or when, in the judgement of Owner, temporary interruption of such services is necessary by reason of accident, mechanical breakdown, or to make repairs, alterations or improvements.

Bills and Notices: 27. Except as otherwise in this lease provided, a bill, statement, notice or communication which Owner may desire or be required to give to Tenant, shall be deemed sufficiently given or rendered if, in writing, delivered to Tenant personally or sent by registered or certified mail addressed to Tenant at the building of which the demised premises form a part, or at the last known residence address or business address of Tenant, or left at any of the aforesaid premises addressed to Tenant, and the time of the rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is delivered to Tenant, mailed, or left at the premises as herein provided. Any notice by Tenant to Owner must be served by registered or certified mail addressed to Owner at the address first hereinabove given or at such other address as Owner shall designate by written notice.

Water Charges: 28. If Tenant requires, uses or consumes water for any purpose in addition to ordinary lavatory purposes (of which fact Tenant constitutes Owner to be the sole judge) Owner may install a water meter and thereby measure Tenant's water consumption for all purposes. Tenant shall pay Owner for the cost of the meter and the cost of the installation thereof, and throughout the duration of Tenant's occupancy Tenant shall keep said meter and installation equipment in good working order and repair at Tenant's own cost and expense. Tenant agrees to pay for water consumed, as shown on said meter, as and when bills are rendered. Tenant covenants and agrees to pay the sewer rent, charge or any other tax, rent, levy or charge which now or hereafter is assessed, imposed or a lien upon the demised premises or the realty of which they are part pursuant to law, order or regulation made or issued in connection with the use, consumption, maintenance or supply of water, water system or sewage or sewage collection or system. The bill rendered by Owner

 Space to be filled in or deleted.

shall be payable by Tenant as additional rent. If the building or the demised premises, or any part thereof, be supplied with water through a meter through which water is also supplied to other premises, Tenant shall pay to Owner as additional rent, on the first day of each month, $\$$ of the total meter charges, as Tenant's portion. Independently of, and in addition to, any of the remedies reserved to Owner hereinabove or elsewhere in this lease, Owner may sue for and collect any monies to be paid by Tenant or paid by Owner for any of the reasons or purposes hereinabove set forth.

Sprinkles: 29. Anything elsewhere in this lease to the contrary notwithstanding, if the New York Board of Fire Underwriters or the Insurance Services Office, or any bureau, department or official of the federal, state or city government, require or recommend the installation of a sprinkler system or that any changes, modifications, alterations, or additional sprinkler heads or other equipment be made or supplied in an existing sprinkler system by reason of Tenant's business, or the location of partitions, trade fixtures, or other contents of the demised premises, or for any other reason, or if any such sprinkler system installations, changes, modifications, alterations, additional sprinkler heads or other such equipment, become necessary to prevent the imposition of a penalty or charge against the full allowance for a sprinkler system in the fire insurance rate set by any said Exchange or by any fire insurance company, Tenant shall, at Tenant's expense, promptly make such sprinkler system installations, changes, modifications, alterations, and supply additional sprinkler heads or other equipment as required, whether the work involved shall be structural or non-structural in nature. Tenant shall pay to Owner as additional rent the sum of $\$$ on the first day of each month during the term of this lease, as Tenant's portion of the contract price for sprinkler supervisory service.

Elevators, Heat, Cleaning: 30. As long as Tenant is not in default under any of the covenants of this lease beyond the applicable grace period provided in this lease for the curing of such default, Owner shall, if and insofar as existing facilities permit, furnish heat to the demised premises, when and as required by law, on business days from 8:00 a.m. to 6:00 p.m., and on Saturdays from 8:00 a.m. to 1:00 p.m. Tenant shall at Tenant's expense, keep the demised premises clean and in order, to the satisfaction of Owner, and if the demised premises are situated on the street floor, Tenant shall, at Tenant's own expense, make all repairs and replacements to the sidewalks and curbs adjacent thereto, and keep said sidewalks and curbs free from snow, ice, dirt and rubbish. Tenant shall pay to Owner the cost of removal of any of Tenant's refuse and rubbish from the building. Bills for the same shall be rendered by Owner to Tenant at such times as Owner may elect, and shall be due and payable when rendered, and the amount of such bills shall be deemed to be, and be paid as, additional rent. Tenant shall, however, have the option of independently contracting for the removal of such rubbish and refuse in the event that Tenant does not wish to have same done by employees of Owner. Under such circumstances, however, the removal of such refuse and rubbish by others shall be subject to such rules and regulations as, in the judgment of Owner, are necessary for the proper operation of the building.

Security: 31. Tenant has deposited with Owner the sum of $\$$ as security for the faithful performance and observance by Tenant of the terms, provisions and conditions of this lease, it is agreed that in the event Tenant defaults in respect of any of the terms, provisions and conditions of this lease, including, but not limited to, the payment of rent and additional rent, Owner may use, apply or retain the whole or any part of the security so deposited to the extent required for the payment of any rent and additional rent, or any other sum as to which Tenant is in default, or for any sum which Owner may expend or may be required to expend by reason of Tenant's default in respect of any of the terms, covenants and conditions of this lease, including but not limited to, any damages or deficiency in the re-letting of the demised premises, whether such damages or deficiency accrued before or after summary proceedings or other re-entry by Owner. In the event that Tenant shall fully and faithfully comply with all of the terms, provisions, covenants and conditions of this lease, the security shall be returned to Tenant after the date fixed as the end of the lease and after delivery of entire possession of the demised premises to Owner. In the event of a sale of the land and building or leasing of the building, of which the demised premises form a part, Owner shall have the right to transfer the security to the vendee or lessee and Owner shall thereupon be released by Tenant from all liability for the return of such security, and Tenant agrees to look to the new Owner solely for the return of said security; and it is agreed that the provisions hereof shall apply to every transfer or assignment made of the security to a new Owner. Tenant further covenants that it will not assign or encumber or attempt to assign or encumber the monies deposited herein as security, and that neither Owner nor its successors or assigns shall be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance.

Captions: 32. The Captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this lease nor the intent of any provision thereof.

Definitions: 33. The term "Owner" as used in this lease means only the Owner, or the mortgagee in possession, for the time being of the land and building (or the Owner of a lease of the building or of the land and building) of which the demised premises form a part, so that in the event of any sale or sales of said land and building or of said lease, or in the event of a lease of said building, or of the land and building, the said Owner shall be and hereby is entirely freed and relieved of all covenants and obligations of Owner hereunder, and it shall be deemed and construed without further agreement between the parties of their successors in interest, or between the parties and the purchaser, at any such sale, or the said lessee of the building, or of the land and building, that the purchaser or the lessee of the building has assumed and agreed to carry out any and all covenants and obligations of Owner hereunder. The words "re-enter" and "re-entry" as used in this lease are not restricted to their technical legal meaning. The term "business days" as used in this lease, shall exclude Saturdays, Sundays and all days designated as holidays by the applicable building service union employees service contract or by the applicable Operating

Engineers contract with respect to HVAC service. Wherever it is expressly provided in this lease that consent shall not be unreasonably withheld, such consent shall not be unreasonably delayed.

Adjacent Excavation/Drainage: 34. If an excavation shall be made upon land adjacent to the demised premises, or shall be authorized to be made, Tenant shall afford to the person causing or authorized to cause such excavation, a license to enter upon the demised premises for the purpose of doing such work, as said person shall deem necessary, to preserve the wall of the building of which the demised premises form a part from injury or damage and to support the same by proper foundations, without any claim for damages or indemnity against Owner, or diminution or abatement of rent.

Rules and Regulations: 35. Tenant and Tenant's servants, employees, agents, visitors, and licensees shall observe faithfully, and comply strictly with the Rules and Regulations and such other and further reasonable Rules and Regulations as Owner or Owner's agents may from time to time adopt. Notice of any additional rules or regulations shall be given in such manner as Owner may elect. In case Tenant disputes the reasonableness of any additional Rule or Regulation hereafter made or adopted by Owner or Owner's agents, the parties hereto agree to submit the question of the reasonableness of such Rule or Regulation for decision to the New York office of the American Arbitration Association, whose determination shall be final and conclusive upon the parties hereto. The right to dispute the reasonableness of any additional Rule or Regulation upon Tenant's part shall be deemed waived unless the same shall be asserted by service of a notice, in writing, upon Owner, within fifteen (15) days after the giving of notice thereof. Nothing in this lease contained shall be construed to impose upon Owner any duty or obligation to enforce the Rules and Regulations or terms, covenants or conditions in any other lease, as against any other tenant, and Owner shall not be liable to Tenant for violation of the same by any other tenant, its servants, employees, agents, visitors or licensees.

Glass: 36. Owner shall replace, at the expense of Tenant, any and all plate and other glass damaged or broken from any cause whatsoever in and about the demised premises. Owner may insure, and keep insured, at Tenant's expense, all plate and other glass in the demised premises for and in the name of Owner. Bills for the premiums therefor shall be rendered by Owner to Tenant at such times as Owner may elect, and shall be due from, and payable by, Tenant when rendered, and the amount thereof shall be deemed to be, and be paid as, additional rent.

Fornographic Uses Prohibited: 37. Tenant agrees that the value of the demised premises and the reputation of the Owner will be seriously injured if the demised premises are used for any obscene or pornographic purposes in any sort of commercial sex establishment. Tenant agrees that Tenant will not bring or permit any obscene or pornographic material on the demised premises, and shall not permit or conduct any obscene, nude, or semi-nude live performances on the demised premises, nor permit use of the demised premises for nude modeling, tap sessions, or as a so called rubber goods shop, or as a sex club of any sort, or as a "massage parlor." Tenant agrees further that Tenant will not permit any of these uses by any sublessee or assignee of the demised premises. This Article shall directly bind any successors in interest to the Tenant. Tenant agrees that if at any time Tenant violates any of the provisions of this Article, such violation shall be deemed a breach of a substantial obligation of the terms of this lease and objectionable conduct. Pornographic material is defined for purposes of this Article as any written or pictorial matter with prurient appeal, or any objects of instrument that are primarily concerned with lewd or prurient sexual activity. Obscene material is defined here as it is in Penal Law §235.00.

Estoppel Certificate: 38. Tenant, at any time, and from time to time, upon at least 10 days prior notice by Owner, shall execute, acknowledge and deliver to Owner, and/or to any other person, firm or corporation specified by Owner, a statement certifying that this lease is unmodified and in full force and effect for, if there have been modifications, that the same is in full force and effect as modified and stating the modifications, stating the dates which the rent and additional rent have been paid, and stating whether or not there exists any defaults by Owner under this lease, and, if so, specifying each such default.

Successors and Assigns: 39. The covenants, conditions and agreements contained in this lease shall bind and inure to the benefit of Owner and Tenant and their respective heirs, distributees, executors, administrators, successors, and except as otherwise provided in this lease, their assigns. Tenant shall look only to Owner's estate and interest in the land and building for the satisfaction of Tenant's remedies for the collection of a judgment (or other judicial process) against Owner in the event of any default by Owner hereunder, and no other property or assets of such Owner (or any partner, member, officer or director thereof, disclosed or undisclosed), shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under, in with respect to, this lease, the relationship of Owner and Tenant hereunder, or Tenant's use and occupancy of the demised premises.

SEE ADDENDUM TO STORE LEASE ANNEXED HERETO

In Witness Whereof, Owner and Tenant have respectively signed and sealed this lease as of the day and year first above written.

Witness for Owner:

.....
MICHAEL H. WEISSER
.....

Witness for Tenant:

.....EMPIRE STATE COMPASSIONATE CARE, INC.....

By:.....

Name:
Title:

ACKNOWLEDGEMENT

STATE OF NEW YORK,

SS.:

COUNTY OF

On the _____ day of _____ in the year _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

GUARANTY

The undersigned Guarantor guarantees to Owner, Owner's successors and assigns, the full performance and observance of all the agreements to be performed and observed by Tenant in the attached lease, including the "Rules and Regulations" as therein provided, without requiring any notice to Guarantor of nonpayment, or nonperformance, in proof, or notice of demand, to hold the undersigned responsible under this guaranty, all of which the undersigned hereby expressly waives, and expressly agrees that the legality of this agreement and the agreements of the Guarantor under this agreement, shall not be ended, or changed by reason of the claims to Owner against Tenant of any of the rights or remedies given to Owner as agreed in the attached lease. The Guarantor further agrees that this guaranty shall remain and continue in full force and effect as to any renewal, change in extension of the lease. As a further inducement to Owner to make the lease, Owner and Guarantor agree that in any action or proceeding brought by either Owner or the Guarantor against the other on any matters concerning the lease or of this guaranty, that Owner and the undersigned shall and do waive trial by jury.

Dated: in the year
 Guarantor
 Witness
 Guarantor's Residence

Business Address
 Tim Name
 STATE OF NEW YORK) ss.,
 COUNTY OF)

On the day of in the year before me, the undersigned, a Notary Public in and for said State, personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument

Notary

IMPORTANT - PLEASE READ

RULES AND REGULATIONS ATTACHED TO AND MADE A PART OF THIS LEASE IN ACCORDANCE WITH ARTICLE 35.

- The sidewalks, entrances, driveways, passages, courts, elevators, vestibules, stairways, corridors or halls shall not be obstructed or encumbered by any Tenant or used for any purpose other than for ingress to and egress from the demised premises and for delivery of merchandise and equipment in a prompt and efficient manner using elevators and passageways designated for such delivery by Owner. There shall not be used in any space, or in the public hall of the building, either by any tenant or by jobbers, or others in the delivery or receipt of merchandise, any hand trucks except those equipped with rubber tires and safeguards.
- If the demised premises are situated on the ground floor of the building, Tenant thereof shall further, at Tenant's expense, keep the sidewalks and curb in front of said premises clean and free from ice, snow, etc.
- The water and wash closets and plumbing fixtures shall not be used for any purposes other than those for which they were designed or constructed.
- Tenant shall not use, keep or permit to be used or kept, any foul or noxious gas or substance in the demised premises, or permit or suffer the demised premises to be occupied or used in a manner offensive or objectionable to Owner or other occupants of the building by reason of noise, odors and/or vibrations, or interfere in any way with other tenants or those having business therein.
- No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by Tenant on any part of the outside of the demised premises or the building, or on the inside of the demised premises if the same is visible from the outside of the demised premises, without the prior written consent of Owner, except that the name of Tenant may appear on the entrance door of the demised premises. In the event of the violation of the foregoing by Tenant, Owner may remove same without any liability and may charge the expense incurred by such removal to Tenant. Signs on interior doors and directory tablet shall be inscribed, painted or affixed for Tenant by Owner at the expense of Tenant, and shall be of a size, color and style acceptable to Owner.
- Tenant shall not mark, paint, drill into, or in any way deface any part of the demised premises or the building of which they form a part. No boring, cutting or stringing of wires shall be permitted, except with the prior written consent of Owner, and as Owner may direct. Tenant shall not lay linoleum, or other similar floor covering, so that the same shall come in direct contact with the floor of the demised premises, and, if linoleum or other similar floor covering is desired to be used, an interlining of builder's deadening felt shall be first affixed to the floor, by a paste of other material, soluble in water, the use of cement or other similar adhesive material being expressly prohibited.

- Freight, furniture, business equipment, merchandise and bulky matter of any description shall be delivered to and removed from the demised premises only on the freight elevators and through the service entrances and corridors, and only during hours and in a manner approved by Owner. Owner reserves the right to inspect all freight to be brought into the building and to exclude from the building all freight which violates any of these Rules and Regulations of the lease of which these Rules and Regulations are a part.
- Owner reserves the right to exclude from the building between the hours of 6 P.M. and 8 A.M. and at all hours on Sundays, and holidays all persons who do not present a pass to the building signed by Owner. Owner will furnish passes to persons for whom Tenant requests same in writing. Tenant shall be responsible for all persons for whom it requests such pass, and shall be liable to Owner for all acts of such person.
- Owner shall have the right to prohibit any advertising by Tenant which, in Owner's opinion, tends to impair the reputation of Owner or the building's desirability as a building for stores or offices, and upon written notice from Owner, Tenant shall refrain from or discontinue such advertising.
- Tenant shall not bring or permit to be brought or kept in or on the demised premises, any inflammable, combustible, or explosive, or hazardous fluid, material, chemical substance, or cause or permit any odors of cooking or other processes, or any unusual or other objectionable odors, to permeate or emanate from the demised premises.
- Tenant shall not place a load on any floor of the demised premises exceeding the floor load per square foot area which it was designed to carry and which is allowed by law. Owner reserves the right to prescribe the weight and position of all safes, business machines and mechanical equipment. Such installations shall be placed and maintained by Tenant at Tenant's expense in a setting sufficient in Owner's judgement to absorb and prevent vibration, noise and annoyance.
- Refuse and Trash - Tenant covenants and agrees, at its sole cost and expense, to comply with all present and future laws, orders and regulations of all state, federal, municipal and local governments, departments, commissions and boards regarding the collection, sorting, separation and recycling of waste products, garbage, refuse and trash. Tenant shall pay all costs, expenses, fines, penalties or damages that may be imposed on Owner or Tenant by reason of Tenant's failure to comply with the provisions of this Building Rule 12, and, at Tenant's sole cost and expense, shall indemnify, defend and hold Owner harmless (including reasonable legal fees and expenses) from and against any actions, claims and suits arising from such non-compliance, utilizing counsel reasonably satisfactory to Owner.

Address
 Premises
 TO

STANDARD FORM 106

STOP
 PLEASE

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Dated in the year
 Rent Per Year
 Rent Per Month
 Term From To
 Drawn by
 Checked by
 Entered by
 Approved by

ADDENDUM TO STORE LEASE

THIS ADDENDUM TO STORE LEASE between Michael H. Weisser, having an address at 54 7th Avenue South, New York, New York 10014 ("Landlord" or "Owner") and Empire State Compassionate Care, Inc., having an address at 333 Earle Ovington Boulevard, Suite 1010, Uniondale, New York 11553, Attention: Anthony V. Curto, Esq. ("Tenant").

40. 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 marihuana in accordance with article 33 of the Public Health Law and agrees to provide the New York State Department of Health, Mayor Erastus Corning 2nd Tower, The Governor Nelson A. Rockefeller Empire State Plaza, Albany N.Y. 12237, with notification by certified mail of its intent to reenter the premises or to initiate dispossess proceedings or that the lease is due to expire, at least 30 days prior to the date on which the landlord intends to exercise a right of reentry or to initiate such proceedings or at least 60 days before the expiration of the lease.

41. Owner acknowledges that this lease is subject to and conditioned upon the Tenant being designated as a registered organization under the New York State Medical Marijuana Program. In the event Tenant is not so designated, Tenant shall have the right to terminate this lease, at its sole option.

IN WITNESS WHEREOF, Owner and Tenant have executed this Addendum to Store Lease as of the day and year written above.

LANDLORD:

Michael H. Weisser

TENANT:

Empire State Compassionate Care, Inc.

By: _____

Name:

Title:

STANDARD FORM OF STORE LEASE
The Real Estate Board of New York, Inc.

8/99

Agreement of Lease, made as of this 4th day of June in the year 2015, between
MICHAEL H. WEISSER, having an address at 54 7th Avenue South, New York, New York 10014,
party of the first part, hereinafter referred to as OWNER, and
EMPIRE STATE COMPASSIONATE CARE, INC., having an address at 333 Earle Ovington Blvd., Suite 1010, Uniondale
New York 11553 Attn: Anthony V. Curto, Esq. party of the second part, hereinafter referred to as TENANT.

Witnesseth: Owner hereby leases to Tenant and Tenant hereby hires from Owner

in the building known as 3057 Erie Boulevard East, Syracuse, New York
~~in the Borough of~~ ~~City of New York~~, for the term of Five (5) years

(or until such term shall sooner cease and expire as hereinafter provided) to commence on the
1st day of August in the year 2015 and to end on the
31st day of July in the year 2020 and
both dates inclusive, at an annual rental rate of \$48,000.00 with four percent (4%) annual increases during the term.

which Tenant agrees to pay in lawful money of the United States which shall be legal tender in payment of all debts and
dues, public and private, at the time of payment, in equal monthly installments in advance on the first day of each month
during said term, at the office of Owner or such other place as Owner may designate, without any set off or deduction
whatsoever, except that Tenant shall pay the first monthly installment(s) on the execution hereof (unless this lease
be a renewal).

In the event that, at the commencement of the term of this lease, or thereafter, Tenant shall be in default in the
payment of rent to Owner pursuant to the terms of another lease with Owner or with Owner's predecessor in interest, Owner
may at Owner's option and without notice to Tenant add the amount of such arrears to any monthly installment of rent payable
hereunder and the same shall be payable to Owner as additional rent.

The parties hereto, for themselves, their heirs, distributees, executors, administrators, legal representatives,
successors and assigns, hereby covenant as follows:

- 1. Tenant shall pay the rent as above and as hereinafter provided.
- 2. Tenant shall use and occupy the demised premises for the dispensing of medical marijuana in accordance
with Article 33 of the Public Health Law

and for no other purpose. Tenant shall at all times conduct its business in a high grade and reputable manner, shall not violate Article 37
hereof, and shall keep show windows and signs in a neat and clean condition.

Alterations: 3. Tenant shall make no changes in or to the demised premises of any nature without Owner's prior written consent. Subject to the prior written consent of Owner, and to the provisions of this article, Tenant, at Tenant's expense, may make alterations, installations, additions or improvements which are non-structural and which do not affect utility services or plumbing and electrical lines, in or to the interior of the demised premises by using contractors or mechanics first approved in each instance by Owner. Tenant shall, before making any alterations, additions, installations or improvements, at its expense, obtain all permits, approvals and certificates required by any governmental or quasi-governmental bodies and (upon completion) certificates of final approval thereof, and shall deliver promptly duplicates of all such permits, approvals and certificates to Owner, and Tenant agrees to carry, and will cause Tenant's contractors and sub-contractors to carry, such worker's compensation, general liability, personal and property damage insurance as Owner may require. If any mechanic's lien is filed against the demised premises, or the building of which the same forms a part, for work claimed to have been done for, or materials furnished to, Tenant, whether or not done pursuant to this article, the same shall be discharged by Tenant within 30 days thereafter, at Tenant's expense, by payment or filing a bond as permitted by law. All fixtures and all paneling, partitions, railings and like installations, installed in the demised premises at any time, either by Tenant or by Owner on Tenant's behalf, shall, upon installation, become the property of Owner and shall remain upon and be surrendered with the demised premises unless Owner, by notice to Tenant no later than twenty days prior to the date fixed as the termination of this lease, elects to relinquish Owner's rights thereto and to have them removed by Tenant, in which event, the same shall be removed from the demised premises by Tenant prior to the expiration of the lease, at Tenant's expense. Nothing in this article shall be construed to give Owner title to, or to prevent Tenant's removal of, trade fixtures, moveable office furniture and equipment, but upon removal of same from the demised premises or upon removal of other installations as may be required by Owner, Tenant shall immediately and at its expense, repair and restore the demised premises to the condition existing prior to any such installations, and repair any damage to the demised premises or the building due to such removal. All property remaining in the demised premises after Tenant's removal shall be deemed abandoned and may, at the election of Owner, either be retained as Owner's property or may be removed from the demised premises by Owner at Tenant's expense.

Repairs: 4. Owner shall maintain and repair the public portions of the building, both exterior and interior, except that if Owner allows Tenant to erect on the outside of the building a sign or signs, or a hoist, lift or sidewalk elevator for the exclusive use of Tenant, Tenant shall maintain such exterior installations in good appearance, shall cause the same to be operated in a good and workable manner, shall make all repairs thereto necessary to keep same in good order

and condition, at Tenant's own cost and expense, and shall cause the same to be covered by the insurance provided for hereafter in Article 8. Tenant shall, throughout the term of this lease, take good care of the demised premises and the fixtures and appurtenances therein, and the sidewalks adjacent thereto, and at its sole cost and expense, make all non-structural repairs thereto as and when needed to preserve them in good working order and condition, reasonable wear and tear, obsolescence and damage from the elements, fire or other casualty, excepted. If the demised premises be or become infested with vermin, Tenant shall at Tenant's expense, cause the same to be exterminated from time to time to the satisfaction of Owner. Except as specifically provided in Article 9 or elsewhere in this lease, there shall be no allowance to the Tenant for the diminution of rental value and no liability on the part of Owner by reason of inconvenience, annoyance or injury to business arising from Owner, Tenant or others, making or failing to make any repairs, alterations, additions or improvements in or to any portion of the building, including the erection or operation of any crane, derrick or sidewalk shed, or in or to the demised premises or the fixtures, appurtenances or equipment thereof. It is specifically agreed that Tenant shall be not entitled to any set off or reduction of rent by reason of any failure of Owner to comply with the covenants of this or any other article of this lease. Tenant agrees that Tenant's sole remedy at law in such instance will be by way of an action for damages for breach of contract. The provisions of this Article 4 with respect to the making of repairs shall not apply in the case of fire or other Casualty, which are dealt with in Article 9 hereof.

Window Cleaning: 5. Tenant will not clean nor require, permit, suffer or allow any window in the demised premises to be cleaned from the outside in violation of Section 207 of the New York State Labor Law or any other applicable law or of the Rules of the Board of Standards and Appeals, or of any other Board or body having or asserting jurisdiction.

Requirements of Law, Fire Insurance: 6. Prior to the commencement of the lease term, if Tenant is then in possession, and at all times thereafter, Tenant, at Tenant's sole cost and expense, shall comply with all present and future laws, orders and regulations of all state, federal, municipal and local governments, departments, commissions and boards and any direction of any public officer pursuant to law, and all orders, rules and regulations of the New York Board of Fire Underwriters or the Insurance Services Office, or any similar body which shall impose any violation, order or duty upon Owner or Tenant with respect to the demised premises, and with respect to the portion of the sidewalk adjacent to the demised premises, if the demised premises are on the street level, whether or not arising out of Tenant's use or manner of use thereof, or with respect to the building, if arising out of Tenant's use or manner of use of the demised premises or of the building (including the use permitted under the lease) Except as provided in Article 29 hereof, nothing herein shall

require Tenant to make structural repairs or alterations unless Tenant has by its manner of use of the demised premises or method of operation therein, violated any such laws, ordinances, orders, rules, regulations or requirements with respect thereto. Tenant shall not do or permit any act or thing to be done in or to the demised premises which is contrary to law, or which will invalidate or be in conflict with public liability, fire or other policies of insurance at any time carried by or for the benefit of Owner. Tenant shall pay all costs, expenses, fines, penalties or damages, which may be imposed upon Owner by reason of Tenant's failure to comply with the provisions of this article. If the fire insurance rate shall, at the beginning of the lease, or at any time thereafter, be higher than it otherwise would be, then Tenant shall reimburse Owner, as additional rent hereunder, for that portion of all fire insurance premiums thereafter paid by Owner which shall have been charged because of such failure by Tenant, in compliance with the terms of this article. In any action or proceeding wherein Owner and Tenant are parties, a schedule or "make-up" of rate for the building or the demised premises issued by a body making fire insurance rates applicable to said demised premises shall be conclusive evidence of the facts therein stated and of the several items and charges in the fire insurance rate then applicable to said demised premises.

Subordination: 7. This lease is subject and subordinate to all ground or underlying leases and to all mortgages which may now or hereafter affect such leases or the real property of which the demised premises are a part, and to all renewals, modifications, consolidations, replacements and extensions of any such underlying leases and mortgages. This clause shall be self-operative and no further instrument of subordination shall be required by any ground or underlying lessor or by any mortgage, affecting any lease or the real property of which the demised premises are a part. In confirmation of such subordination, Tenant shall from time to time execute promptly any certificate that Owner may request.

Tenant's Liability Insurance Property Loss, Damage, Indemnity: 8. Owner or its agents shall not be liable for any damage to property of Tenant or of others entrusted to employees of the building, nor for loss of, or damage in, any property of Tenant by theft or otherwise, nor for any injury or damage to persons or property resulting from any cause of whatsoever nature, unless caused by or due to the negligence of Owner, its agents, servants or employees. Tenant shall not be liable for any such damage caused by other tenants or persons in, upon or about said building, or caused by operations in construction of any private, public or quasi public work. Tenant agrees, at Tenant's sole cost and expense, to maintain general public liability insurance in standard form in favor of Owner and Tenant against claims for bodily injury or death or property damage occurring in or upon the demised premises, effective from the date Tenant enters into possession of the demised premises and during the term of this lease. Such insurance shall be in an amount and with carriers acceptable to the Owner. Such policy or policies shall be delivered to the Owner. On Tenant's default in obtaining or delivering any such policy or policies or failure to pay the charges therefor, Owner may secure or pay the charges for any such policy or policies and charge the Tenant as additional rent therefor. Tenant shall indemnify and save harmless Owner against and from all liabilities, obligations, damages, penalties, claims, costs and expenses for which Owner shall not be reimbursed by insurance, including reasonable attorneys' fees, paid, suffered or incurred as a result of any breach by Tenant, Tenant's agent, contractors, employees, invitees, or licensees, of any covenant on condition of this lease, or the carelessness, negligence or improper conduct of the Tenant, Tenant's agents, contractors, employees, invitees or licensees. Tenant's liability under this lease extends to the acts and omissions of any subtenant. In any case any action or proceeding is brought against Owner by reason of any such claim, Tenant, upon written notice from Owner, will, at Tenant's expense, resist or defend such action or proceeding by counsel approved by Owner in writing; such approval not to be unreasonably withheld.

Destruction, Fire, and Other Casualty: 9. (a) If the demised premises or any part thereof shall be damaged by fire or other casualty, Tenant shall give immediate notice thereof to Owner and this lease shall continue in full force and effect except as hereinafter set forth. (b) If the demised premises are partially damaged or rendered partially unusable by fire or other casualty, the damages thereto shall be repaired by and at the expense of Owner, and the rent and other items of additional rent, until such repair shall be substantially completed, shall be apportioned from the day following the casualty according to the part of the demised premises which is usable. (c) If the demised premises are totally damaged or rendered wholly unusable by fire or other casualty, then the rent and other items of additional rent as hereinafter expressly provided shall be proportionately paid up to the time of the casualty and thereafter shall cease until the date when the demised premises shall have been repaired and restored by Owner (or Owner's agent) as provided in this lease and the rent shall be apportioned as provided in subsection (b) above, subject then to Owner's right to elect not to restore the same as hereinafter provided. (d) If the demised premises are damaged in whole or in part if the building shall be so damaged that Owner shall desire to demolish it or to rebuild it, then, in the event of such event, Owner may elect to terminate this lease by written notice to Tenant given within 90 days after such fire or casualty or 90 days after adjustment of the insurance claim for such fire or casualty, whichever is later, specifying a date for the expiration of the lease, which date shall not be more than 60 days after the giving of such notice, and upon the date specified in such notice the term of this lease shall expire fully and completely as if such date were the date set forth herein and vacate the demised premises without prejudice however, to Owner's rights and remedies against Tenant under the lease provisions in effect prior to such termination, and any rent owing shall be paid up to such date and any payments of rent made by Tenant which were on account of any period subsequent to such date shall be returned to Tenant. Unless Owner shall serve a termination notice as provided herein, Owner shall make the repairs and restorations under the conditions herein, (b) and (c) hereof, with all reasonable expedition subject to delays due to adjustment of insurance claims, labor troubles and causes beyond Owner's control. After any such casualty, Tenant shall cooperate with Owner's control. After any such casualty, Tenant shall cooperate as reasonably possible, all of Tenant's salvageable inventory and movable equipment, furniture, and other property. Tenant's liability for rent shall resume five (5) days after written notice from Owner that the demised premises are substan-

tially ready for Tenant's occupancy. (e) Nothing contained hereinabove shall release Tenant from liability that may exist as a result of damage from fire or other casualty. Notwithstanding the foregoing, including Owner's obligation to restore under subparagraph (b) above, each party shall look first to any insurance in its favor before making any claim against the other party for recovery for loss or damage resulting from fire or other casualty, and to the extent that such insurance is in force and collectible, and to the extent permitted by law, Owner and Tenant each hereby releases and waives all right of recovery with respect to subparagraph (b), (c) and (e) above, against the other, or any one claiming through or under each of them by way of subrogation or otherwise. The release and waiver herein referred to shall be deemed to include any loss or damage to the demised premises and/or to any personal property, equipment, trade fixtures, goods and merchandise located therein. The foregoing release and waiver shall be in force only if both releases' insurance policies contain a clause providing that such a release or waiver shall not invalidate the insurance. Tenant acknowledges that Owner will not carry insurance on Tenant's furniture and/or furnishings or any fixtures or equipment, improvements, or appurtenances removable by Tenant, and agrees that Owner will not be obligated to repair any damage thereto or replace the same. (f) Tenant hereby waives the provisions of Section 227 of the Real Property Law and agrees that the provisions of this article shall govern and control in lieu thereof.

Eviction: 10. If the whole or any part of the demised premises shall be acquired or condemned by Eminent Domain for any public or quasi public use or purpose, then and in that event, the term of this lease shall cease and terminate from the date of title vesting in such proceeding, and Tenant shall have no claim for the value of any unexpired term of said lease. Tenant shall have the right to make an independent claim to the condemning authority for the value of Tenant's moving expenses and personal property, trade fixtures and equipment, provided Tenant is entitled pursuant to the terms of the lease to remove such property, trade fixtures and equipment at the end of the term, and provided further such claim does not reduce Owner's award.

Assignment, Mortgage, Etc.: 11. Tenant, for itself, its heirs, distributees, executors, administrators, legal representatives, successors and assigns expressly covenants that it shall not assign, mortgage or encumber this agreement, nor underlet, or suffer or permit the demised premises or any part thereof to be used by others, without the prior written consent of Owner in each instance. Transfer of the majority of the stock of a corporate tenant or the majority partnership interest of a partnership tenant shall be deemed an assignment. If this lease be assigned, or if the demised premises or any part thereof be underlet or occupied by anybody other than Tenant, Owner may, after default by Tenant, collect rent from the assignee, under-tenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, underletting, occupancy or collection shall be deemed a waiver of the covenant, or the acceptance of the assignee, under-tenant or occupant as tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained. The consent by Owner to an assignment or underletting shall not in any wise be construed to relieve Tenant from obtaining the express consent in writing of Owner to any further assignment or underletting.

Electric Current: 12. Rates and conditions in respect to submetering or rent inclusion, as the case may be, to be added in RIDER attached hereto. Tenant covenants and agrees that at all times its use of electric current shall not exceed the capacity of existing feeders to the building or the meter or wiring installation, and Tenant may not use any electrical equipment which, in Owner's opinion, reasonably exercised, will overload such installations or interfere with the use thereof by other tenants of the building. The change at any time of the character of electric service shall in no wise make Owner liable or responsible to Tenant, for any loss, damages or expenses which Tenant may sustain.

Access to Premises: 13. Owner or Owner's agents shall have the right (but shall not be obligated) to enter the demised premises in any emergency at any time, and, at other reasonable times, to examine the same and to make such repairs, replacements and improvements as Owner may deem necessary and reasonably desirable to any portion of the building or which Owner may elect to perform, in the demised premises, following Tenant's failure to make repairs or perform any work which Tenant is obligated to perform under this lease, or for the purpose of complying with laws, regulations and other directions of governmental authorities. Tenant shall permit Owner to use and maintain and replace pipes and conduits in and through the demised premises and to erect new pipes and conduits therein, provided they are concealed within the walls, floors or ceiling, wherever practicable. Owner may, during the progress of any work in the demised premises, take all necessary materials and equipment into said premises without the same constituting an eviction, nor shall the Tenant be entitled to any abatement of rent while such work is in progress, nor to any damages by reason of loss or interruption of business or otherwise. Throughout the term hereof Owner shall have the right to enter the demised premises at reasonable hours for the purpose of showing the same to prospective purchasers or mortgagees of the building, and during the last six months of the term for the purpose of showing the same to prospective tenants, and may, during said six months period, place upon the demised premises the usual notice "To Let" and "For Sale", which notices Tenant shall permit to remain thereon without notification. If Tenant is not present in open and permit an entry into the demised premises, Owner or Owner's agents may enter the same whenever such entry may be necessary or permissible, by master key or forcibly, and such entry shall not render Owner or its agents liable therefor, nor in any event shall the obligations of Tenant hereunder be affected. If during the last month of the term Tenant shall have removed all or substantially all of Tenant's property therefrom, Owner may immediately enter, alter, renovate or redecorate the demised premises without limitation or abatement of rent, or incurring liability to Tenant for any compensation, and such act shall have no effect on this lease or Tenant's obligations hereunder. Owner shall have the right at any time, without the same constituting an eviction and without incurring liability to Tenant therefor, to change the arrangement and/or location of public entrances, passageways, doors, stairways, corridors, elevators, stairs, toilets, or other public parts of the building, and to change the name, number or designation by which the building may be known.

Rider to be added if necessary.

Vaults, Vault Space, Area: 14. No vaults, vault space or area, whether or not enclosed or covered, not within the property line of the building, is leased hereunder, anything contained in or indicated on any sketch, blue print or plan, or anything contained elsewhere in this lease to the contrary notwithstanding. Owner makes no representation as to the location of the property line of the building. All vaults and vault space and all such areas not within the property line of the building, which Tenant may be permitted to use and/or occupy, is to be used and/or occupied under a revocable license, and if any such license be revoked, or if the amount of such space or area be diminished or required by any federal, state or municipal authority or public utility, Owner shall not be subject to any liability, nor shall Tenant be entitled to any compensation or diminution or abatement of rent, nor shall such revocation, diminution or requisition be deemed constructive or actual eviction. Any tax, fee or charge of municipal authorities for such vault or area shall be paid by Tenant.

Occupancy: 15. Tenant will not at any time use or occupy the demised premises in violation of Articles 2 or 37 hereof, or of the certificate of occupancy issued for the building of which the demised premises are a part. Tenant has inspected the demised premises and accepts them "as-is", subject to the riders annexed hereto with respect to Owner's work, if any. In any event, Owner makes no representation as to the condition of the demised premises, and Tenant agrees to accept the same subject to violations, whether or not of record.

Bankruptcy: 16. (a) Anything elsewhere in this lease to the contrary notwithstanding, this lease may be cancelled by Landlord by the sending of a written notice to Tenant within a reasonable time after the happening of any one or more of the following events: (1) the commencement of a case in bankruptcy or under the laws of any state naming Tenant as the debtor; or (2) the making by Tenant of an assignment or any other arrangement for the benefit of creditors under any state statute. Neither Tenant nor any person claiming through or under Tenant, or by reason of any statute or order of court, shall thereafter be entitled to possession of the premises demised but shall forthwith quit and surrender the demised premises. If this lease shall be assigned in accordance with its terms, the provisions of this Article 16 shall be applicable only to the party then owning Tenant's interest in this lease.

(b) It is stipulated and agreed that in the event of the termination of this lease pursuant to (a) hereof, Owner shall forthwith, notwithstanding any other provisions of this lease to the contrary, be entitled to recover from Tenant, as and for liquidated damages, an amount equal to the difference between the rent reserved hereunder for the unexpired portion of the term demised and the fair and reasonable rental value of the demised premises for the same period. In the computation of such damages the difference between any installment of rent becoming due hereunder after the date of termination and the fair and reasonable rental value of the demised premises for the period for which such installment was payable shall be discounted to the date of termination at the rate of four percent (4%) per annum. If the demised premises, or any part thereof, be re-let by the Owner for the unexpired term of said lease, or any part thereof, before presentation of proof of such liquidated damages to any court, commission or tribunal, the amount of rent reserved upon such re-letting shall be deemed to be the fair and reasonable rental value for the part or the whole of the demised premises to re-let during the term of the re-letting. Nothing herein contained shall limit or prejudice the right of the Owner to prove for and obtain as liquidated damages, by reason of such termination, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, such damages are to be proved, whether or not such amount be greater, equal to, or less than the amount of the difference referred to above.

Default: 17. (1) If Tenant defaults in fulfilling any of the covenants of this lease other than the covenants for the payment of rent or additional rent; or if the demised premises become vacant or deserted, or if any execution or attachment shall be issued against Tenant or any of Tenant's property, whereupon the demised premises shall be taken or occupied by someone other than Tenant; or if this lease be rejected under Section 365 of Title 11 of the U.S. Code (Bankruptcy Code); or if Tenant shall fail to move into or take possession of the demised premises within thirty (30) days after the commencement of the term of this lease, of which fact Owner shall be the sole judge; then, in any one or more of such events, upon Owner serving a written notice (15) days notice upon Tenant specifying the nature of said default, and upon the expiration of said fifteen (15) days, if Tenant shall have failed to comply with or remedy such default, or if the said default or omission complained of shall be of a nature that the same cannot be completely cured or remedied within said fifteen (15) day period, and if Tenant shall not have diligently commenced curing such default within such fifteen (15) day period, and shall not thereafter with reasonable diligence and in good faith proceed to remedy or cure such default, then Owner may serve a written five (5) days notice of cancellation of this lease upon Tenant, and upon the expiration of said five (5) days, this lease and the term thereunder shall end and expire as fully and completely as if the expiration of such five (5) day period were the day herein definitely fixed for the end and expiration of this lease and the term thereof and Tenant shall then quit and surrender the demised premises to Owner, but Tenant shall remain liable as hereinafter provided.

(2) If the notice provided for in (1) hereof shall have been given, and the term shall expire as aforesaid, or if Tenant shall make default in the payment of the rent reserved herein, or any item of additional rent herein mentioned, or any part of, and in making any other payment herein required, then, and in any of such events, Owner may without notice, re-enter the demised premises either by force or otherwise, and dispossess Tenant by summary proceedings or otherwise, and the legal representative of Tenant or other occupant of the demised premises, and remove their effects and hold the demised premises as if this lease had not been made, and Tenant hereby waives the service of notice of intention to re-enter or to institute legal proceedings to that end.

Remedies of Owner and Waiver of Redemption: 18. In case of any such default, re-entry, expiration and/or dispossession by summary proceedings or other wise, (a) the rent, and additional rent, shall become due thereupon and be paid up to the time of such re-entry, dispossession and/or expiration, (b) Owner may re-let the demised premises or any part or parts thereof, either in

the name of Owner or otherwise, for a term or terms, which may at Owner's option be less than or exceed the period which would otherwise have constituted the balance of the term of this lease, and may grant concessions or free rent or charge a higher rental than that in this lease, and/or (c) Tenant or the legal representatives of Tenant shall also pay and/or be liable for the failure of Tenant to observe and perform said Tenant's covenants herein contained, any deficiency between the rent hereby reserved and/or covenanted to be paid and the net amount, if any, of the rents collected on account of the subsequent lease or leases of the demised premises for each month of the period which would otherwise have constituted the balance of the term of this lease. The failure of Owner to re-let the demised premises or any part or parts thereof shall not release or affect Tenant's liability for damages. In computing such liquidated damages there shall be added to the said deficiency such expenses as Owner may incur in connection with re-letting, such as legal expenses, reasonable attorneys' fees, brokerage, advertising and for keeping the demised premises in good order, or for preparing the same for re-letting. Any such liquidated damages shall be paid in monthly installments by Tenant on the rent day specified in this lease. Owner, in putting the demised premises in good order or preparing the same for re-rental may, at Owner's option, make such alterations, repairs, replacements, and/or decorations in the demised premises as Owner, in Owner's sole judgment, considers advisable and necessary for the purpose of re-letting the demised premises, and the making of such alterations, repairs, replacements, and/or decorations shall not operate or be construed to release Tenant from liability. Owner shall in no event be liable, in any way whatsoever, for failure to re-let the demised premises, or in the event that the demised premises are re-let, for failure to collect the rent thereunder under such re-letting, and in no event shall Tenant be entitled to receive any excess, if any, of such net rent collected over the sums payable by Tenant to Owner hereunder. In the event of a breach or threatened breach by Tenant of any of the covenants or provisions hereof, Owner shall have the right of injunction and the right to invoke any remedy available at law or in equity as if re-entry, summary proceedings and other remedies were not herein provided for. Mention in this lease of any particular remedy, shall not preclude Owner from any other remedy, in law or in equity. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws.

Forswear Expenses: 19. If Tenant shall default in the observance or performance of any term or covenant on Tenant's part to be observed or performed under, or by virtue of, any of the terms or provisions in any applicable grace period if any, (except in an emergency), then, unless otherwise provided elsewhere in this lease, Owner may immediately, or at any time thereafter, and without notice, perform the obligation of Tenant hereunder, and if Owner, in connection therewith or in connection with any default by Tenant in the covenant to pay rent hereunder, makes any expenditures or incurs any obligations for the payment of money, including but not limited to reasonable attorney's fees, in instituting, prosecuting or defending any actions or proceeding, and such sums so paid or obligations incurred with interest and costs shall be deemed to be additional rent hereunder and shall be paid by Tenant to Tenant within ten (10) days of rendition of any bill or statement to Tenant; therefore, and if Tenant's lease term shall have expired at the time of making of such expenditures or incurring of such obligations, such sums shall be recoverable by Owner as damages.

No Representations by Owner: 20. Neither Owner nor Owner's agent have made any representations or promises with respect to the physical condition of the building, the land upon which it is erected or the demised premises, the rents, which it is erected or the demised premises, or leases, expenses of operation, or any other matter or thing affecting or related to the demised premises, except as herein expressly set forth, and no rights, easements or licenses are acquired by Tenant by implication or otherwise, except as expressly set forth in the provisions of this lease. Tenant has inspected the building and the demised premises and is thoroughly acquainted with their condition, and agrees to take the same "as-is", and acknowledges that the taking of possession of the demised premises by Tenant shall be conclusive evidence that the said premises and the building of which the same form a part were in good and satisfactory condition at the time such possession was so taken, except as to latent defects. All understandings in this contract, which alone fully and completely express the agreement between Owner and Tenant, and any executory agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of it in whole or in part, unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge or abandonment is sought.

End of Term: 21. Upon the expiration or other termination of the term of this lease, Tenant shall quit and surrender to Owner the demised premises, "broom-clean", in good order and condition, ordinary wear excepted, and Tenant shall renounce all its property. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of this lease. If the last day of the term of this lease or any renewal thereof, falls on Sunday, this lease shall expire at noon on the preceding Saturday, unless it be a legal holiday, in which case it shall expire at noon on the preceding business day.

Quiet Enjoyment: 22. Owner covenants and agrees with Tenant that upon Tenant paying the rent and additional rent and observing and performing all the terms, covenants and conditions, on Tenant's part to be observed and performed, Tenant may peacefully and quietly enjoy the premises hereby demised, subject, nevertheless, to the terms and conditions of this lease including, but not limited to, Article 33 hereof and to the ground leases, underlying leases and mortgages hereinbefore mentioned.

Failure to Give Possession: 23. If Owner is unable to give possession of the demised premises on the date of the commencement of the term hereof, because of the holding-over or retention of possession of any tenant, undertenant or occupants, or if the demised premises are located in a building being constructed, because such building has not been sufficiently completed

to make the demised premises ready for occupancy, or because of the fact that a certificate of occupancy has not been procured, or for any other reason, Owner shall not be subject to any liability for failure to give possession on said date and the validity of the lease shall not be impaired under such circumstances, nor shall the same be construed in any wise to extend the term of this lease, but the rent payable hereunder shall be abated (provided Tenant is not responsible for the inability to obtain possession or complete construction) until after Owner shall have given Tenant written notice that the Owner is able to deliver possession in the condition required by this lease. If permission is given to Tenant to enter into the possession of the demised premises or to occupy premises other than the demised premises prior to the date specified as the commencement of the term of this lease, Tenant covenants and agrees that such possession and/or occupancy shall be deemed to be under all the terms, covenants, conditions and provisions of this lease, except the obligation to pay the fixed annual rent set forth in page one of this lease. The provisions of this article are intended to constitute "an express provision to the contrary" within the meaning of Section 223-a of the New York Real Property Law.

No Waiver: 24. The failure of Owner to seek redress for violation of, or to insist upon the strict performance of any covenant or condition of this lease or of any of the Rules or Regulations set forth or hereafter adopted by Owner, shall not prevent a subsequent act which would have originally constituted a violation from having all the force and effect of an original violation. The receipt by Owner of rent and/or additional rent with knowledge of the breach of any covenant of this lease shall not be deemed a waiver of such breach, and no provision of this lease shall be deemed to have been waived by Owner unless such waiver be in writing signed by Owner. No payment by Tenant or receipt by Owner of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than an account of the earliest stipulated rent, nor shall any endorsement or statement of any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Owner may accept such check or payment without prejudice to Owner's right to recover the balance of such rent or pursue any other remedy in this lease provided. No act or thing done by Owner or Owner's agents during the term hereby demised shall be deemed in acceptance of a surrender of the demised premises and no agreement to accept such surrender shall be valid unless in writing signed by Owner. No employee of Owner or Owner's agent shall have any power to accept the keys of the demised premises prior to the termination of the lease, and the delivery of keys to any such agent or employee shall not operate as a termination of the lease or a surrender of the demised premises.

Waiver of Trial by Jury: 25. It is mutually agreed by and between Owner and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other (except for personal injury or property damage) on any matters whatsoever arising out of, or in any way connected with, this lease, the relationship of Owner and Tenant, Tenant's use of or occupancy of the demised premises, and any emergency statutory or any other statutory remedy. It is further mutually agreed that in the event Owner commences any proceeding or action for possession, including a summary proceeding for possession of the demised premises, Tenant will not interpose any counterclaim of whatever nature or description in any such proceeding, including a counterclaim under Article 4, except for statutory mandatory counterclaims.

Inability to Perform: 26. This lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder or on part of Tenant to be performed shall in no wise be affected, impaired or excused because Owner is unable to fulfill any of its obligations under this lease, or to supply, or is delayed in supplying, any service expressly or impliedly to be supplied, or is unable to make, or is delayed in making, any repairs, additions, alterations or decorations, or is unable to supply, or is delayed in supplying, any equipment, fixtures or other materials, if Owner is prevented or delayed from so doing by reason of strike or labor troubles, government prohibition or restrictions, or by reason of any rule, order or regulation of any department or subdivision thereof of any governmental agency, or by reason of the conditions of which have been or are affected, either directly or indirectly, by war or other emergency, or when, in the judgement of Owner, temporary interruption of such services is necessary by reason of accident, mechanical breakdown, or to make repairs, alterations or improvements.

Bills and Notices: 27. Except as otherwise in this lease provided, a bill, statement, notice or communication which Owner may desire or be required to give to Tenant, shall be deemed sufficiently given or rendered if, in writing, delivered to Tenant personally or sent by registered or certified mail addressed to Tenant at the building of which the demised premises form a part, or at the last known residence address or business address of Tenant, or left at any of the aforesaid premises addressed to Tenant, and the time of the rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is delivered to Tenant, mailed, or left at the premises as herein provided. Any notice by Tenant to Owner must be served by registered or certified mail addressed to Owner at the address first hereinabove given or at such other address as Owner shall designate by written notice.

Water Charges: 28. If Tenant requires, uses or consumes water for any purpose in addition to ordinary lavatory purposes (of which fact Tenant constitutes Owner to be the sole judge) Owner may install a water meter and thereby measure Tenant's water consumption for all purposes. Tenant shall pay Owner for the cost of the meter and the cost of the installation thereof, and throughout the duration of Tenant's occupancy Tenant shall keep said meter and installation equipment in good working order and repair at Tenant's own cost and expense. Tenant agrees to pay for water consumed, as shown on said meter, as and when bills are rendered. Tenant covenants and agrees to pay the sewer rent, charge or any other tax, rent, levy or charge which now or hereafter is assessed, imposed or a lien upon the demised premises or the realty of which they are part pursuant to law, order or regulation made or issued in connection with the use, consumption, maintenance or supply of water, water system or sewage or sewage collection or system. The bill rendered by Owner

Space to be filled in or deleted.

shall be payable by Tenant as additional rent. If the building or the demised premises, or any part thereof, be supplied with water through a meter through which water is also supplied to other premises, Tenant shall pay to Owner as additional rent, on the first day of each month, $\$$ of the total meter charges, as Tenant's portion. Independently of, and in addition to, any of the remedies reserved to Owner hereinabove or elsewhere in this lease, Owner may sue for and collect any monies to be paid by Tenant or paid by Owner for any of the reasons or purposes hereinabove set forth.

Sprinklers: 29. Anything elsewhere in this lease to the contrary notwithstanding, if the New York Board of Fire Underwriters or the Insurance Services Office, or any bureau, department or official of the federal, state or city government, require or recommend the installation of a sprinkler system or that any changes, modifications, alterations, or additional sprinkler heads or other equipment be made or supplied in an existing sprinkler system by reason of Tenant's business, or the location of partition, trade fixtures, or other contents of the demised premises, or for any other reason, or if any such sprinkler system installations, changes, modifications, alterations, additional sprinkler heads or other such equipment, become necessary to prevent the imposition of a penalty or charge against the full allowance for a sprinkler system in the fire insurance rate set by any said Exchange or by any fire insurance company, Tenant shall, at Tenant's expense, promptly make such sprinkler system installations, changes, modifications, alterations, and supply additional sprinkler heads or other equipment as required, whether the work involved shall be structural or non-structural in nature. Tenant shall pay to Owner as additional rent the sum of $\$$ on the first day of each month during the term of this lease, as Tenant's portion of the contract price for sprinkler supervisory service.

Cleaning: 30. As long as Tenant is not in default under any of the covenants of this lease beyond the applicable grace period provided in this lease for the curing of such defaults, Owner shall, if and insofar as existing facilities permit, furnish heat to the demised premises, when and as required by law, on business days from 8:00 a.m. to 6:00 p.m. and on Saturdays from 8:00 a.m. to 1:00 p.m. Tenant shall at Tenant's expense, keep the demised premises clean and in order, to the satisfaction to Owner, and if the demised premises are situated on the street floor, Tenant shall, at Tenant's own expense, make all repairs and replacements to the sidewalks and curbs adjacent thereto, and keep said sidewalks and curbs free from snow, ice, dirt and rubbish. Tenant shall pay to Owner the cost of removal of any of Tenant's refuse and rubbish from the building. Bills for the same shall be rendered by Owner to Tenant at such times as Owner may elect, and shall be due and payable when rendered, and the amount of such bills shall be deemed to be, and be paid as, additional rent. Tenant shall, however, have the option of independently contracting for the removal of such rubbish and refuse in the event that Tenant does not wish to have same done by employees of Owner. Under such circumstances, however, the removal of such refuse and rubbish by others shall be subject to such rules and regulations as, in the judgment of Owner, are necessary for the proper operation of the building.

Security: 31. Tenant has deposited with Owner the sum of $\$$ - 00 - as security for the faithful performance and observance by Tenant of the terms, provisions and conditions of this lease, it is agreed that in the event Tenant defaults in respect of any of the terms, provisions and conditions of this lease, including but not limited to, the payment of rent and additional rent, Owner may use, apply or retain the whole or any part of the security so deposited to the extent required for the payment of any rent and additional rent, or any other sum as to which Tenant is in default, or for any sum which Owner may expend or may be required to expend by reason of Tenant's default in respect of any of the terms, covenants and conditions of this lease, including but not limited to, any damages or deficiency in the letting of the demised premises, whether such damages or deficiency are accrued before or after summary proceedings in either re-entry by Owner. In the event that Tenant shall fully and faithfully comply with all of the terms, provisions and conditions of this lease, the security shall be returned to Tenant after the date fixed as the end of the lease and after delivery of entire possession of the demised premises to Owner. In the event of a sale of the land and building or leasing of the building, of which the demised premises form a part, Owner shall have the right to transfer the security to the vendor or lessee and Owner shall thereupon be released by Tenant from all liability for the return of such security, and Tenant agrees to look to the new Owner solely for the return of said security; and it is agreed that the provisions hereof shall apply to every transfer or assignment made of the security to a new Owner. Tenant further covenants that it will not assign or encumber or attempt to assign or encumber the monies deposited herein as security, and that neither Owner nor its successors or assigns shall be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance.

Captions: 32. The Captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this lease nor the intent of any provision thereof.

Definitions: 33. The term "Owner" as used in this lease means only the Owner, or the mortgagee in possession, of the time being of the land and building (or the Owner of a lease of the building or of the land and building) of which the demised premises form a part, so that in the event of any sale or sales of said land and building or of said lease, or in the event of a lease of said building, or of the land and building, the said Owner shall be and hereby is entirely freed and relieved of all covenants and obligations of Owner hereunder, and it shall be deemed and construed without further agreement between the parties or their successors in interest, or between the parties and the purchaser, at any such sale, or the said lessee of the building or of the land and building, that the purchaser or the lessee of the building has assumed and agreed to carry out any and all covenants and obligations of Owner hereunder. The words "re-entry" and "re-entry" as used in this lease are not restricted to their technical legal meaning. The term "business days" as used in this lease shall exclude Saturdays, Sundays and all days designated as holidays by the applicable building service union employees service contract or by the applicable Operating

Fireplaces contract with respect to HVAC service. Wherever it is expressly provided in this lease that consent shall not be unreasonably withheld, such consent shall not be unreasonably delayed.

Adjacent Excavation-Shoring: 34. If an excavation shall be made upon land adjacent to the demised premises, or shall be authorized to be made, Tenant shall afford to the person causing or authorized to cause such excavation, a license to enter upon the demised premises for the purpose of doing such work, as said person shall deem necessary, to preserve the wall of the building of which the demised premises form a part from injury or damage and to support the same by proper foundations, without any claim for damages or indemnity against Owner, or diminution of statement of rent.

Rules and Regulations: 35. Tenant and Tenant's servants, employees, agents, visitors, and licensees shall observe faithfully, and comply strictly with the Rules and Regulations and such other and further reasonable Rules and Regulations as Owner or Owner's agents may from time to time adopt. Notice of any additional rules or regulations shall be given in such manner as Owner may elect. In case Tenant disputes the reasonableness of any additional Rule or Regulation hereafter made or adopted by Owner or Owner's agents, the parties hereto agree to submit the question of the reasonableness of such Rule or Regulation for decision in the New York office of the American Arbitration Association, whose determination shall be final and conclusive upon the parties hereto. The right to dispute the reasonableness of any additional Rule or Regulation upon Tenant's part shall be deemed waived unless the same shall be asserted by service of a notice, in writing, upon Owner, within fifteen (15) days after the giving of notice thereof. Nothing in this lease contained shall be construed to impose upon Owner any duty or obligation to enforce the Rules and Regulations or terms, covenants or conditions in any other lease, as against any other tenant, and Owner shall not be liable to Tenant for violation of the same by any other tenant, its servants, employees, agents, visitors or licensees.

Glass: 36. Owner shall replace, at the expense of Tenant, any and all plate and other glass damaged or broken from any cause whatsoever in and about the demised premises. Owner may insure, and keep insured, at Tenant's expense, all plate and other glass in the demised premises for and in the name of Owner. Bills for the premiums therefor shall be rendered by Owner to Tenant at such times as the Owner may elect, and shall be due from, and payable by, Tenant when rendered, and the amount thereof shall be deemed to be, and be paid as, additional rent.

Pornographic Uses Prohibited: 37. Tenant agrees that the value of the demised premises and the reputation of the Owner will be seriously injured if the demised premises are used for any obscene or pornographic purposes or any sort of commercial sex establishment. Tenant agrees that Tenant will not bring or permit any obscene or pornographic material on the demised premises, and shall not permit or conduct any obscene, indec, or semi-nude live performances on the demised premises, nor permit use of the demised premises for nude modeling, tan sessions, or as a so called rubber goods shop, or as a sex club of any sort, or as a "massage parlor." Tenant agrees further that Tenant will not permit any of these uses by any sublessee or assignee of the demised premises. This Article shall directly bind any successors in interest to the Tenant. Tenant agrees that if at any time Tenant violates any of the provisions of this Article, such violation shall be deemed a breach of a substantial obligation of the terms of this lease and objectionable conduct. Pornographic material is defined for purposes of this Article as any written or pictorial matter with prurient appeal, or any objects of instrument that are primarily concerned with lewd or prurient sexual activity. Obscene material is defined here as it is in Penal Law §235.00.

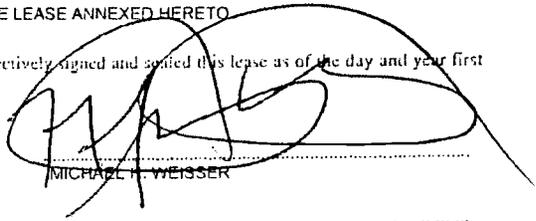
Estoppel Certificate: 38. Tenant, at any time, and from time to time, upon at least 10 days prior notice by Owner, shall execute, acknowledge and deliver to Owner, and/or to any other person, firm or corporation specified by Owner, a statement certifying that this lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications), stating the dates which the rent and additional rent have been paid, and stating whether or not there exists any defaults by Owner under this lease, and, if so, specifying each such default.

Successors and Assigns: 39. The covenants, conditions and agreements contained in this lease shall bind and inure to the benefit of Owner and Tenant and their respective heirs, distributees, executors, administrators, successors, and except as otherwise provided in this lease, their assigns. Tenant shall look only to Owner's estate and interest in the land and building for the satisfaction of Tenant's remedies for the collection of a judgment (or other judicial process) against Owner in the event of any default by Owner hereunder, and no other property or assets of such Owner (or any partner, member, officer or director thereof, disclosed or undisclosed), shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under, or with respect to, this lease, the relationship of Owner and Tenant hereunder, or Tenant's use and occupancy of the demised premises.

SEE ADDENDUM TO STORE LEASE ANNEXED HERETO

In Witness Whereof, Owner and Tenant have respectively signed and sealed this lease as of the day and year first above written.

Witness for Owner


MICHAEL WEISSNER

Witness for Tenant

EMPIRE STATE COMPASSIONATE CARE, INC.
By: 
Name: David Weissner
Title: pres

ACKNOWLEDGEMENT

STATE OF NEW YORK.

SS.:

COUNTY OF

On the _____ day of _____ in the year _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC



GUARANTY

The undersigned Guarantor guarantees to Owner, Owner's successors and assigns, the full performance and observance of all the agreements to be performed and observed by Tenant in the attached lease, including the "Rules and Regulations" as therein provided, without requiring any notice to Guarantor of nonpayment, or nonperformance, or proof, or notice of demand, to hold the undersigned responsible under this guaranty, all of which the undersigned hereby expressly waives, and expressly agrees that the legality of this agreement and the agreements of the Guarantor under this agreement, shall not be ended, or changed by reason of the claims to Owner against Tenant of any of the rights or remedies given to Owner as agreed in the attached lease. The Guarantor further agrees that this guaranty shall remain and continue in full force and effect as to any renewal, change or extension of the lease. As a further inducement to Owner to make the lease, Owner and Guarantor agree that in any action or proceeding brought by either Owner or the Guarantor against the other in any matters concerning the lease or of this guaranty, that Owner and the undersigned shall and do waive trial by jury.

Business Address _____
 Firm Name _____
 STATE OF NEW YORK) ss.:
 COUNTY OF _____)

Dated: _____ in the year _____
 Guarantor _____
 Witness _____
 Guarantor's Residence _____

On the _____ day of _____ in the year _____ before me, the undersigned, a Notary Public in and for said State, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument

Notary _____

IMPORTANT - PLEASE READ

RULES AND REGULATIONS ATTACHED TO AND MADE A PART OF THIS LEASE IN ACCORDANCE WITH ARTICLE 35.

- The sidewalks, entrances, driveways, passages, courts, elevators, vestibules, stairways, corridors or halls shall not be obstructed or encumbered by any Tenant or used for any purpose other than for ingress to and egress from the demised premises and for delivery of merchandise and equipment in a prompt and efficient manner using elevators and passageways designated for such delivery by Owner. There shall not be used in any space, or in the public hall of the building, either by any tenant or by jetties, or others in the delivery or receipt of merchandise, any hand trucks except those equipped with rubber tires and safeguards.
- If the demised premises are situated on the ground floor of the building, Tenant thereof shall further, at Tenant's expense, keep the sidewalks and curb in front of said premises clean and free from ice, snow, etc.
- The water and wash closets and plumbing fixtures shall not be used for any purposes other than those for which they were designed or constructed.
- Tenant shall not use, keep or permit to be used or kept, any foul or noxious gas or substance in the demised premises, or permit or suffer the demised premises to be occupied or used in a manner offensive or objectionable to Owner or other occupants of the building by reason of noise, odors and/or vibrations, or interfere in any way with other tenants or those having business therein.
- No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by Tenant on any part of the outside of the demised premises or the building, or on the inside of the demised premises if the same is visible from the outside of the demised premises, without the prior written consent of Owner, except that the name of Tenant may appear on the entrance door of the demised premises. In the event of the violation of the foregoing by Tenant, Owner may remove same without any liability and may charge the expense incurred by such removal to Tenant. Signs on interior doors and directory tables shall be inscribed, painted or affixed for Tenant by Owner at the expense of Tenant, and shall be of a size, color and style acceptable to Owner.
- Tenant shall not mark, paint, drill into, or in any way deface any part of the demised premises or the building of which they form a part. No taping, cutting or stringing of wires shall be permitted, except with the prior written consent of Owner, and as Owner may direct. Tenant shall not lay linoleum, or other similar floor covering, so that the same shall come in direct contact with the floor of the demised premises, and, if linoleum or other similar floor covering is desired to be used, an interlining of builder's deadening felt shall be first affixed to the floor, by a paste or other material, soluble in water, the use of cement or other similar adhesive material being expressly prohibited.

- Freight, furniture, business equipment, merchandise and bulky matter of any description shall be delivered to and removed from the demised premises only on the freight elevators and through the service entrance, and corridors, and only during hours and in a manner approved by Owner. Owner reserves the right to inspect all freight to be brought into the building and to exclude from the building all freight which violates any of these Rules and Regulations or the lease of which these Rules and Regulations are a part.
- Owner reserves the right to exclude from the building between the hours of 6 P.M. and 8 A.M. and at all hours on Sundays, and holidays all persons who do not present a pass to the building signed by Owner. Owner will furnish passes to persons for whom Tenant requests same in writing. Tenant shall be responsible for all persons for whom it requests such pass, and shall be liable to Owner for all acts of such person.
- Owner shall have the right to prohibit any advertising by Tenant which, in Owner's opinion, tends to impair the reputation of Owner or the building's desirability as a building for stores or offices, and upon written notice from Owner, Tenant shall refrain from or discontinue such advertising.
- Tenant shall not bring or permit to be brought or kept in or on the demised premises, any inflammable, combustible, or explosive, or hazardous fluid, material, chemical or substance, or cause or permit any odors of cooking or other processes, or any unusual or other objectionable odors, to permeate in or emanate from the demised premises.
- Tenant shall not place a load on any floor of the demised premises exceeding the floor load per square foot area which it was designed to carry and which is allowed by law. Owner reserves the right to prescribe the weight and position of all safes, business machines and mechanical equipment. Such installations shall be placed and maintained by Tenant at Tenant's expense in a setting sufficient in Owner's judgement to absorb and prevent vibration, noise and annoyance.
- Refuse and Trash - Tenant covenants and agrees, at its sole cost and expense, to comply with all present and future laws, or rules and regulations of all state, federal, municipal and local governments, departments, commissions and boards regarding the collection, sorting, separation and recycling of waste products, garbage, refuse and trash. Tenant shall pay all costs, expenses, fines, penalties or damages that may be imposed on Owner or Tenant by reason of Tenant's failure to comply with the provisions of this Building Rule 12. Owner harmless (including reasonable legal fees and expenses) from and against any actions, claims and suits arising from such non-compliance, utilizing counsel reasonably satisfactory to Owner.

Address _____
 Premises _____

TO

STANDARD FORM NO. 10

Store Lease

The Real Estate Board of New York, Inc.
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Dated _____ in the year _____

Rent Per Year _____

Rent Per Month _____

Term From _____ To _____

Drawn by _____

Checked by _____

Entered by _____

Approved by _____

ADDENDUM TO STORE LEASE

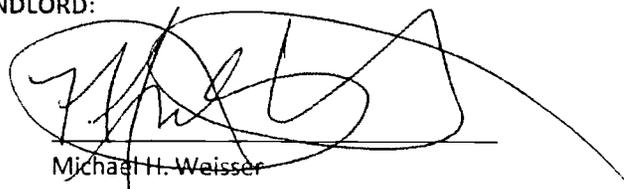
THIS ADDENDUM TO STORE LEASE between Michael H. Weisser, having an address at 54 7th Avenue South, New York, New York 10014 ("Landlord" or "Owner") and Empire State Compassionate Care, Inc., having an address at 333 Earle Ovington Boulevard, Suite 1010, Uniondale, New York 11553, Attention: Anthony V. Curto, Esq. ("Tenant").

40. 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 marihuana in accordance with article 33 of the Public Health Law and agrees to provide the New York State Department of Health, Mayor Erastus Corning 2nd Tower, The Governor Nelson A. Rockefeller Empire State Plaza, Albany N.Y. 12237, with notification by certified mail of its intent to reenter the premises or to initiate dispossess proceedings or that the lease is due to expire, at least 30 days prior to the date on which the landlord intends to exercise a right or reentry or to initiate such proceedings or at least 60 days before the expiration of the lease.

41. Owner acknowledges that this lease is subject to and conditioned upon the Tenant being designated as a registered organization under the New York State Medical Marijuana Program. In the event Tenant is not so designated, Tenant shall have the right to terminate this lease, at its sole option.

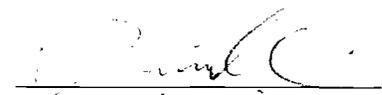
IN WITNESS WHEREOF, Owner and Tenant have executed this Addendum to Store Lease as of the day and year written above.

LANDLORD:


Michael H. Weisser

TENANT:

Empire State Compassionate Care, Inc.

By: 
Name: David Weiss
Title: pres

CONTRACT OF SALE

WARNING: NO REPRESENTATION IS MADE THAT THIS FORM OF CONTRACT FOR THE SALE AND PURCHASE OF REAL ESTATE COMPLIES WITH SECTION 5-702 OF THE GENERAL OBLIGATIONS LAW (“PLAIN ENGLISH”).

CONSULT YOUR LAWYER BEFORE SIGNING IT.

NOTE: FIRE AND CASUALTY LOSSES: This contract form does not provide for what happens in the event of fire or casualty loss before the title closing. Unless different provision is made in this contract Section 5-1311 of the General Obligations Law will apply. One part of that law makes a purchaser responsible for fire and casualty loss upon taking of title to or possession of the premises.

CONTRACT OF SALE made as of the 4th day of June, 2015

BETWEEN 760 FULTON LLC

having an address at c/o Berman & Freedman, P.C., 6900 Jericho Turnpike, Suite 100W, Syosset, New York 11791

hereinafter called “SELLER,” who agrees to sell, and

MICHAEL H. WEISSER

having an address at 20155 NE 38 Court, Suite 0201, Aventura, Florida 33180

hereinafter called “PURCHASER”, who agrees to buy

The property, including all buildings and improvements thereon (the “PREMISES”) known as:

Street Address: 760 Fulton Avenue, Hempstead, New York 11550

Tax Map Designation: Section 34, Block 440, Lots 90-92

as more fully described on Schedule A annexed hereto and made a part hereof.

Together with SELLER’S interest, if any, in streets and unpaid awards as set forth in Paragraph 8.

1. **Purchase Price.**

The purchase price is \$1,500,000.00

Payable as follows:

Within two business days of the signing of this contract,
by wire transfer of immediately
available funds to the IOLA Account of Escrow
Agent, hereinafter, the "Downpayment": \$ 50,000.00

BALANCE AT CLOSING \$1,450,000.00

2. **Acceptable Funds.** All money paid under this contract, unless otherwise specified, shall be either:

- a. Cash, but not over one thousand (\$1,000.00) dollars;
- b. At Seller's option, by good certified check of PURCHASER, or official check of any bank, savings bank, trust company or savings and loan association having a banking office in the State of New York, payable to the order of SELLER, or as Seller shall otherwise direct prior to CLOSING, or by wire transfer of immediately available funds to an account designated by SELLER prior to CLOSING;
- c. Money other than the purchase price, payable to SELLER at CLOSING, may be by check of PURCHASER up to the amount of one thousand (\$1,000.00) dollars; or
- d. As otherwise agreed to in writing by SELLER or SELLER'S attorney.

3. **Subject To Provisions.** The PREMISES are to be transferred subject to:

- a. Laws and governmental regulations that affect the use and maintenance of the PREMISES, provided that they are not violated by the buildings and improvements erected on the PREMISES.
- b. Consents for the erection of any structures on, under or above any streets on which the PREMISES abut.
- c. Encroachments, if any, of retaining walls, stoops, areas, cellar doors and steps, trim and cornices, if any, upon any street or highway.
- d. Encroachments, if any, of building walls, foundations or appurtenances belonging to the property upon adjoining premises.

4. **Title Company Approval.** SELLER shall give and PURCHASER shall accept such title as any reputable title insurance company licensed to do business in New York State will be willing to approve and insure in accordance with the standard form of title policy approved by the New York State Insurance Department, subject only to the matters provided for in this contract.

5. **Closing Defined and Form of Deed.** "CLOSING" means the settlement of the obligations of SELLER and PURCHASER to each other under this contract, including the payment of the purchase price to SELLER, and the delivery to PURCHASER of a bargain and sale deed with covenants against grantor's acts in proper statutory form for recording so as to transfer full ownership (fee simple title) to the PREMISES, free of all encumbrances except as herein stated. The deed will contain a covenant by SELLER as required by Section 13 of the Lien Law.

If SELLER is a corporation, it will deliver to PURCHASER at the time of CLOSING (a) a resolution of its Board of Directors authorizing the sale and delivery of the deed; and (b) a certificate by the Secretary or Assistant Secretary of the corporation certifying such resolution and setting forth facts showing that the transfer is in conformity with the requirements of Section 909 of the Business Corporation Law. The deed in such case shall contain a recital sufficient to establish compliance with this section.

6. **Closing Date and Place.** CLOSING will take place at the office of SELLER'S attorneys, BERMAN & FREEDMAN, P.C., 6900 Jericho Tpk., Suite 100W Syosset, New York 11791 at 10:00 a.m. on or about September 1, 2015.

7. **Broker.** PURCHASER hereby states that PURCHASER has not dealt with any broker in connection with this sale, other than DOUGLAS ELLIMAN.

8. **Streets and Assignment of Unpaid Awards.** This sale includes all of SELLER'S ownership rights, if any, in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the PREMISES to the center line thereof. It also includes any right of SELLER to any unpaid award by reason of any taking by condemnation and/or for any damage to the PREMISES by reason of change of grade of any street highway. SELLER will deliver at no additional cost to PURCHASER, at CLOSING, or thereafter, on demand, any documents which PURCHASER may require to collect the award and damages.

9. INTENTIONALLY OMITTED.

10. **Compliance with State and Municipal Department Violations and Orders.** SELLER will comply with all notes or notices of violations of law or municipal ordinances, orders or requirements noted in or issued by any governmental department having authority as to lands, housing, buildings, fire, health and labor conditions affecting the PREMISES at the date hereof. The PREMISES shall be transferred free of them at the CLOSING and this provision shall survive CLOSING. SELLER shall furnish PURCHASER with any authorizations necessary to make the searches that could disclose these matters.

11. **Installment Assessment.** If at the time of CLOSING the PREMISES are affected by an assessment which is or may become payable in annual installments, and the first installment

is then a lien, or has been paid, then for the purposes of this contract all the unpaid installments shall be considered due and are to be paid by SELLER at CLOSING.

12. **Apportionments.** The following are to be apportioned as of 5:00 p.m. of the day before CLOSING: (a) Taxes, water charges and sewer rents, on the basis of the fiscal period for which assessed. (b) Fuel, if any.

If CLOSING shall occur before a new tax rate is fixed, the apportionment of taxes shall be upon the basis of the old tax rate for the proceeding period applied to the latest assessed valuation.

Any errors or omissions in computing apportionments at CLOSING shall be corrected. This provision shall survive CLOSING for a period of one year.

13. **Water Meter Readings.** If there be a water meter on the PREMISES, SELLER shall furnish a reading to a date not more than ten (10) days before CLOSING date and the unfixed meter charge and sewer rent, if any, shall be apportioned on the basis of such last reading.

14. **Allowance for Unpaid Taxes, etc.** SELLER has the option to credit PURCHASER as an adjustment of the purchase price with the amount of any unpaid taxes, assessments, water charges, and sewer rents, together with any interest and penalties thereon to a date not less than three (3) business days after CLOSING, provided that the official bills therefor computed to said date are produced at CLOSING.

15. **Use of Purchase Price to Pay Encumbrances.** If there is anything else affecting the sale which SELLER is obligated to pay and discharge at CLOSING, SELLER may use any portion of the balance of the purchase price to discharge it. As an alternative, SELLER may deposit money with the title insurance company employed by PURCHASER and require it to assure its discharge; but only if the title insurance company will insure PURCHASER'S title clear of the matter or insure against its enforcement out of the PREMISES. Upon request, made within a reasonable time before CLOSING, the PURCHASER agrees to provide separate certified checks as requested to assist in clearing up these matters.

16. **Affidavit as to Judgments, Bankruptcies, etc.** If a title examination discloses judgments, bankruptcies or other returns against persons having names the same as or similar to SELLER, SELLER shall deliver a satisfactory detailed affidavit at CLOSING showing that they are not against SELLER.

17. **Deed Transfer and Recording Taxes.** At CLOSING, SELLER shall deliver a check payable to the order of the appropriate State, City or County officer in the amount of any applicable transfer and/or recording tax payable by reason of the delivery or recording of the deed, together with any required tax return. PURCHASER agrees to duly complete the tax return and to cause the checks(s) and the tax return to be delivered to the appropriate officer promptly after CLOSING.

18. **Purchaser's Lien.** All money paid on account of this contract, and the reasonable expenses of examination of the title to the PREMISES are hereby made liens on the PREMISES and collectable out of the PREMISES. Such liens shall not continue after default in performance of the contract by PURCHASER.

19. **Seller's Inability to Convey Limitation of Liability.** If SELLER is unable to transfer title to PURCHASER in accordance with this contract, except as a result of monetary liens, mortgages or other similar encumbrances or Seller's willful default, SELLER'S sole liability shall be to refund all money paid on account of this contract, plus all charges made for examination of title without issuance of policy. Upon such refund and payment, this contract shall be considered canceled, and neither SELLER nor PURCHASER shall have any further rights against the other except as otherwise expressly set forth herein.

20. **Condition of Property.** PURCHASER has inspected the buildings on the PREMISES and the personal property included in this sale and is thoroughly acquainted with their condition. PURCHASER agrees to purchase them "as is" and in their present condition subject to reasonable use, wear, tear and natural deterioration between now and CLOSING. PURCHASER shall have the right, after reasonable notice to SELLER, to inspect them before CLOSING.

21. **Entire Agreement.** All prior understandings and agreements between SELLER and PURCHASER are merged in this contract. It completely expresses their full agreement. It has been entered into after investigation, neither party relying upon statements made by anyone else that is not set forth in this contract.

22. **Changes Must be in Writing.** This contract may not be changed or canceled except in writing. The contract shall also apply to and bind the distributees, heirs, executors, administrators, successors and assigns of the respective parties. Each of the parties hereby authorizes their attorneys to agree in writing to any changes in dates and time periods provided in this contract.

23. **Singular Also Means Plural.** Any singular word or term herein shall also be read as in the plural whenever the sense of this contract may require it.

SEE RIDER ANNEXED HERETO AND MADE A PART HEREOF.

made by anyone else that is not set forth in this Contract.

47. **Captions and Terms.** The captions in this Contract are for convenience of reference only and in no way define, limit or describe the scope of this Contract and shall not be considered in the interpretation of this Contract or any provision hereof. An singular word or term herein shall also be read as in the plural and the neuter shall include the masculine and feminine gender, whenever the sense of this Contract may require it.

48. **Benefit of Contract.** This Contract is intended for the exclusive benefit of the parties hereto and, except as otherwise expressly provided herein, shall not be for the benefit of, and shall not create any rights in, or be enforceable by, any other person or entity.

49. **Conflict.** Wherever there is any conflict between the provisions of this Rider and the provisions of the main body of this Contract, the provisions of this Rider are paramount and the Contract shall be construed accordingly.

50. **Electronic Signatures; Counterparts.** This contract may be executed in counterparts, all of which shall be considered but one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party. Facsimile, electronic and/or PDF signatures shall be deemed original and binding for the purposes of this contract.

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

SELLER:

760 FULTON LLC

By: Jules Lane

PURCHASER:

By: [Signature]
MICHAEL H. WEISSER

AS TO ESCROW PROVISIONS ONLY:

BERMAN & FREEDMAN, P.C.

By: [Signature]
Name: Donald E. Freedman

RIDER TO CONTRACT OF SALE

Seller: 760 Fulton LLC
Purchaser: Michael H. Weisser
Date: June 4th, 2015

24. **Purchase Price.** In no event will Seller be required to accept checks at the closing of title which are not drawn to the direct order of the Seller and which are not either certified checks or bank cashier or teller's checks nor will Seller be required to accept any third party checks or checks drawn on banks outside the State of New York or drawn on banks which are not members of the New York Clearing House. Under no circumstances will Seller accept any checks which are drawn on any funding company, mortgage company or attorney escrow account which are not certified.

25. **Permitted Encumbrances.** Supplementing Paragraph 4 of this Contract, Purchaser shall take the Premises subject to the following:

- E. Any state of facts that an accurate survey or visual inspection of the Premises would show, provided same does not render title unmarketable.
- B. Covenants, restrictions, easements, agreements, consents and landmark designations of record, provided same are not violated by the existing structures or the use thereof.
- C. Rights and easements, if any, in favor of any public utility, relating to the construction, maintenance and/or operation of lines, pipes, wires, cables, poles, conduits, distribution boxes and appurtenances on, in, under, over or across the Premises.
- D. Building and zoning regulations and ordinances and all variances issued thereunder of the city, town or village in which the Premises lie, provided are not violated by the existing structures or the use thereof.
- E. Unpaid real estate taxes, water charges and sewer rents which accrued prior to the Closing, subject to apportionment pursuant to this Contract.
- F. Variations of no more than 18 inches between the tax map and record lines of title.
- G. Financing statements, chattel mortgages and liens on personalty filed more than five (5) years prior to the Closing and not renewed, or filed against property or equipment no longer located on the Premises or owned by tenants provided Purchaser's title company will omit same as an objection to title.

The items set forth in Paragraph 25 of this Contract and items A through G above shall be collectively referred to herein as "Permitted Encumbrances".

26. **Title.** Purchaser, promptly after execution of this Contract, shall order an examination of title and shall cause a copy of the title report to be forwarded to Seller's attorney upon receipt. Supplementing Paragraph 20 of this Contract, in the event that the Seller shall be unable to convey title to the Premises subject only to Permitted Encumbrances, Seller shall expend up to the sum of \$10,000 to cure such title defects. In the event the cost of curing such defects shall exceed the sum of \$10,000, the Seller shall have the option to either remove the same in accordance with the provisions of this Contract, or refuse to remove the same. In the event that the Seller refuses to remove same, then Purchaser as its sole and exclusive remedy, at its election, shall have the right either:

(i) to accept such title and the Premises therein in such condition as the Seller is able to convey, with a credit in the sum of \$10,000 and without any other claim on the part of the Purchaser for abatement, credit or offset for defects, misrepresentations, objections or otherwise; or

(ii) to reject title and rescind this Contract. Except as otherwise set forth herein, nothing herein contained shall require the Seller to commence any action or proceeding or incur any expense in order to render the Premises or its title thereto marketable or otherwise to perform its obligations as provided herein.

27. **Violations, Condition of Premises.** Notwithstanding anything to the contrary contained herein, in the event the aggregate cost of removal of any violations which the Seller may be required to remove hereunder or to deliver the Premises substantially in the condition as provided herein or shall otherwise be unable to convey the Premises and comply with its obligations in accordance with the terms of this Contract, shall exceed the sum of \$10,000.00, the Seller shall have the option to either remove the same in accordance with the provisions of this Contract, or refuse to remove the same. In the event that the Seller refuses to remove the same, then the Purchaser as its sole and exclusive remedy, at its election, shall have the right either (i) to take title subject to such violations, in which event the Purchaser shall receive an allowance of \$10,000.00 in reduction of the purchase price; or (ii) to reject title and rescind this Contract. As an alternative, Seller may deposit a sum of money satisfactory to the title company employed by Purchaser in order to assure the discharge of any violations, but only if the title insurance company will insure Purchaser's title free and clear of any such violations or insure against its enforcement and collection out of the premises.

28. **FIRPTA.** Seller represents that it is not a foreign person as defined in Section 1445 of the Internal Revenue code and shall deliver a certification to that effect at the Closing.

29. **Merger.** The acceptance of a deed by the Purchaser herein or permitted assigns shall be deemed full compliance by the Seller and merger of all the terms, covenants, and conditions of this Contract on the part of the Seller to be performed, and except as specifically provided herein, no claims against the Seller or representations or warranties, express or implied, of Seller shall survive

the Closing.

30. **Liquidated Damages; Limitation of Liability.** In the event that Purchaser fails to close title in accordance with the terms of this Contract, or otherwise defaults in its obligations hereunder and the Contract is terminated, Seller may, as Seller's sole remedy, retain the Downpayment and any interest accrued thereon as liquidated damages, it being agreed that Seller's damages in the event of such default by Purchaser would be difficult, if not impossible, to ascertain and that said sum constitutes fair and reasonable damages under the circumstances. Notwithstanding anything to the contrary contained herein, Seller shall not be liable for any damages in the event of any breach by Seller of this Contract other than the return of the Downpayment, except in the event of Seller's willful default in which event Purchaser shall be entitled to seek specific performance and/or remedies at law.

31. **Notices.** All notices under this Contract shall be in writing and shall be delivered personally or shall be sent by registered, certified or express mail, return receipt requested, or by recognized overnight courier addressed to the respective parties at the addresses first written above and shall be deemed served on the date of delivery, if by personal service, or on the next business day after mailing or deposit with the courier if said notices are sent through the postal authorities or overnight courier, as the case may be. Notices signed by the respective attorneys shall be deemed sufficient within the meaning of this Paragraph without the signature of the parties themselves. Copies of notices to the Purchaser shall be simultaneously sent to Purchaser's attorney at the address set forth in this Contract and copies of notices to the Seller shall be simultaneously sent to Seller's attorney at the address set forth in this Contract. Notwithstanding anything contained in this paragraph to the contrary, notice may be sent by telecopier to the attorneys for the respective parties at the telephone numbers listed below, and such notice shall be effective as of the date of the transmission of such notice, provided that same is followed up with another acceptable form of notice. Any notice so sent and received after 6:00 p.m. shall be deemed sent as of the next business day. Notices to Escrow Agent shall be delivered in the same manner as other notices as described above to BERMAN & FREEDMAN, P.C., 6900 Jericho Tpk. Suite 100W Syosset, New York, Attention: Donald E. Freedman, Esq.

32. **Downpayment.** In the event that the check given as the Downpayment is dishonored for any reason by the bank upon which it is drawn, then the Seller, in addition to any other rights and remedies which it may have, may at Seller's option elect to cancel this Contract and thereupon Seller shall be relieved and released from all obligations hereunder, provided however, nothing contained herein shall be construed to relieve Purchaser from any claim which Seller may have based upon such dishonored check.

33. **Escrow.** The Downpayment and the Additional Payment paid by the Purchaser pursuant to Section 1(a) of this Contract (the "Escrow Fund"), shall be held in escrow by BERMAN & FREEDMAN (the "Escrow Agent") upon the terms and conditions hereinafter set forth:

(a) The Escrow Agent shall place the Escrow Fund in a non-interest bearing IOLA

account at Signature Bank, 1225 Franklin Avenue, Garden City, New York 11530.

(b) Upon the closing, the Escrow Agent shall disburse the Escrow Fund to the Seller.

If this Contract is terminated, the Escrow Agent shall disburse the Escrow Fund to the party entitled thereto in accordance with the provisions of this Contract and as provided by law.

(c) It is agreed that the duties of the Escrow Agent are only as herein specifically provided, are purely ministerial in nature, and that the Escrow Agent shall incur no liability whatsoever except for willful misconduct. The Seller and the Purchaser hereby release the Escrow Agent from any act done in performance of its duties hereunder. If requested, at closing, the Seller and the Purchaser shall execute and deliver general releases to the Escrow Agent.

(d) The Escrow Agent shall have the right to act in reliance upon any document, instrument or signature believed by it to be genuine and to assume that any party to this Contract purporting to give any notice or instrument in accordance with the provisions hereof has been duly authorized to do so.

(e) In the event that the Escrow Agent shall be uncertain as to its duties or rights hereunder or shall receive instructions, claims or demands from any of the parties hereto with respect to the Escrow Fund held hereunder, which, in its opinion, are in conflict with any provision of this Contract, it shall be entitled to refrain from taking any action other than to keep safely said property until it shall be directed otherwise in writing by all the parties hereto or by a final order or judgment of a Court of competent jurisdiction.

(f) In the event of litigation between the parties hereto, the Escrow Agent may deposit the Escrow Fund with the Clerk of the Court in which said litigation is pending or the Escrow Agent may take such affirmative steps as the Escrow Agent may, at the Escrow Agent's option, elect in order to terminate the Escrow Agent's duties as Escrow Agent, including, but not limited to, depositing the Escrow Fund in Court and commencing an action for interpleader. The Escrow Agent shall be entitled to represent the Seller in any dispute with respect to the Escrow Fund, or otherwise.

(g) The other parties hereto shall be jointly and severally obligated to indemnify the Escrow Agent and hold it harmless against any claim asserted against it or any liability, loss or damage incurred by it in connection herewith (including, but not limited to, legal fees either paid to retained attorneys or representing the fair value of legal services rendered by Escrow Agent on behalf of itself).

(h) Notwithstanding anything to the contrary herein contained, the parties authorize and direct the Escrow Agent to release the Escrow Fund to the Seller ten (10) days following the giving of any notice by Seller to the Escrow Agent and Purchaser alleging a default by Purchaser and terminating this Contract. The Escrow Fund shall not be released to Seller if, within said 10-day period, Purchaser commences an action or proceeding for the return of the Escrow Fund and serves

the Escrow Agent with a copy of the summons and complaint. The parties irrevocably agree that a letter or any other form of communication to the Escrow Agent, other than a court order, directing or advising the Escrow Agent not to release the Escrow Fund, shall not be binding and shall not prevent the Escrow Agent from releasing the Escrow Fund to the Seller as set forth above.

(i) The Escrow Agent will not be bound by any modification, cancellation or rescission of this Paragraph 33 unless in writing and signed by the Escrow Agent. The provisions of this Paragraph 33 shall survive the Closing or earlier termination of this Contract.

34. **Premises "As Is"**. THE PURCHASER HAS INSPECTED THE PREMISES, IS FAMILIAR WITH THE PHYSICAL CONDITION THEREOF AND IS PURCHASING THE PREMISES "AS IS", AT THE DATE HEREOF, AND IN ITS PRESENT CONDITION SUBJECT TO NATURAL DETERIORATION AND WEAR AND TEAR BETWEEN THE DATE HEREOF AND THE CLOSING. THIS CONTRACT, AS WRITTEN, CONTAINS ALL OF THE TERMS OF THE AGREEMENT ENTERED INTO BETWEEN PARTIES AS OF THE DATE HEREOF, AND PURCHASER ACKNOWLEDGES THAT SELLER HAS MADE NO REPRESENTATIONS, AND HELD OUT NO INDUCEMENTS TO PURCHASER, OTHER THAN THOSE HEREIN SPECIFICALLY EXPRESSED. THE SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS PERTAINING TO THE PREMISES OR THE OPERATION, EXPENSE, CONDITION, INCOME HERETOFORE OR HEREAFTER FURNISHED BY SELLER AND/OR ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, OR OTHER PERSON, UNLESS THE SAME ARE SPECIFICALLY SET FORTH HEREIN. PURCHASER ACKNOWLEDGES THAT IT HAS NOT RELIED, AND IS NOT RELYING, UPON ANY INFORMATION, DOCUMENT, SALES BROCHURES OR OTHER LITERATURE, MAPS OR SKETCHES, PROJECTIONS, PRO FORMA, STATEMENT, REPRESENTATION, GUARANTEE OR WARRANTY (WHETHER EXPRESS OR IMPLIED, OR ORAL OR WRITTEN, OR MATERIAL OR IMMATERIAL) THAT MAY HAVE BEEN GIVEN OR MADE BY OR ON BEHALF OF THE SELLER. PURCHASER ACKNOWLEDGES THAT PRIOR TO ENTERING INTO THIS CONTRACT, PURCHASER HAS MADE SUCH EXAMINATION OF THE PREMISES, THE OPERATION, INCOME AND EXPENSES THEREOF AND ALL OTHER MATTERS AFFECTING OR RELATING TO THIS TRANSACTION AS PURCHASER DEEMED NECESSARY. PURCHASER ACKNOWLEDGES TO AND AGREES WITH SELLER THAT, WITH RESPECT TO THE PREMISES, NEITHER SELLER NOR ANY OF ITS AGENTS, REPRESENTATIVES OR EMPLOYEES HAVE MADE, DO NOT AND WILL NOT MAKE ANY WARRANTIES OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, WITH RESPECT TO THE PREMISES, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF CONDITION, MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR USE, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PREMISES. PURCHASER ACKNOWLEDGES AND AGREES THAT UPON CLOSING, SELLER SHALL SELL AND CONVEY TO PURCHASER AND PURCHASER SHALL ACCEPT THE PREMISES "AS IS", "WHERE IS", WITH ALL FAULTS AND THERE ARE NO ORAL AGREEMENTS,

WARRANTIES OR REPRESENTATIONS COLLATERAL TO OR AFFECTING THE PROPERTY BY SELLER, ANY AGENT, REAL ESTATE BROKER OR AFFILIATE OF THE SELLER OR ANY THIRD PARTY. PURCHASER EXPRESSLY AGREES THAT SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PREMISES FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE OR OTHER PERSON, UNLESS THE SAME ARE SPECIFICALLY SET FORTH OR REFERRED TO HEREIN. PURCHASER, ON BEHALF OF ITSELF, ITS SUCCESSORS AND PERMITTED ASSIGNS, SPECIFICALLY ACKNOWLEDGES AND AGREES THAT UPON CLOSING THIS TRANSACTION, IT FOREVER WAIVES, RELEASES AND DISCHARGES ANY CLAIM IT HAS, MIGHT HAVE HAD OR MAY HAVE AGAINST THE SELLER, OR ANY OFFICER, DIRECTOR, EMPLOYEE, AGENT OR AFFILIATE OF SELLER, WITH RESPECT TO THE CONDITION OF THE PREMISES, EITHER PATENT OR LATENT, SELLER'S ABILITY OR INABILITY TO OBTAIN OR MAINTAIN BUILDING PERMITS, TEMPORARY OR FINAL CERTIFICATES OF OCCUPANCY OR OTHER LICENSES FOR THE USE OR OPERATION OF THE PREMISES, AND/OR CERTIFICATES OF COMPLIANCE FOR THE PREMISES, THE ACTUAL OR POTENTIAL INCOME OR PROFITS TO BE DERIVED FROM THE PREMISES, THE REAL ESTATE TAXES OR ASSESSMENTS NOW OR HEREAFTER PAYABLE THEREON, THE COMPLIANCE WITH ANY ENVIRONMENTAL OR OCCUPATIONAL PROTECTION, POLLUTION, SUBDIVISION OR LAND USE LAWS, RULES, REGULATIONS OR REQUIREMENTS OR LIABILITY FOR VIOLATIONS THEREOF, AND ANY OTHER STATE OF FACT WHICH EXIST WITH RESPECT TO THE PREMISES. ALL OF THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT, OR THE DELIVERY OF THE DEED FOR THE PREMISES ON THE CLOSING DATE.

NOTWITHSTANDING THE FOREGOING, SELLER REPRESENTS THAT TO THE BEST OF SELLER'S KNOWLEDGE WITHOUT INQUIRY, THERE HAS BEEN NO GENERATION, STORAGE, TREATMENT OR DISPOSAL OF "HAZARDOUS MATERIALS" OR "HAZARDOUS WASTES" (AS THOSE TERMS ARE DEFINED UNDER ANY APPLICABLE FEDERAL, STATE OR LOCAL STATUTE, LAW, CODE, OR ORDINANCE) OR USE OF THE PREMISES FOR THE STORAGE OF HAZARDOUS MATERIALS OR HAZARDOUS WASTES OTHER THAN AS PERMITTED BY APPLICABLE LAW, AND THERE HAS BEEN NO CLAIM ASSERTED AGAINST SELLER FOR INJURY TO PERSON OR PROPERTY RELATING TO THE ENVIRONMENTAL CONDITION OF THE PROPERTY.

35. **Binding Effect.** The submission of this Contract to Purchaser does not constitute an offer to Purchaser or an acceptance by Seller of any offer made by Purchaser and this Contract shall not be binding upon Seller, unless and until it is executed by Seller and a fully executed counterpart of the Contract is delivered to Purchaser or its attorney.

36. **Assignment.** At Closing, Purchaser may assign this Contract to a corporation,

limited liability company, limited partnership, other entity or person.

37. **Counterparts.** This Contract may be executed in one or more counterparts, all of which shall be considered but one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party. Facsimile, electronic and/or PDF signatures shall be deemed original and binding for purposes of this contract.

38. **Non-Waiver.** No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or excuse shall be in writing and signed by the party claimed to have waived or excused. Any consent by any party to, or waiver of, a breach by the other, shall not be deemed a consent to or waiver of any different or subsequent breach. The failure of either party to enforce any of its rights or remedies hereunder on any one occasion shall not be deemed a waiver of the right to enforce any other right or remedy for the same or a different occasion.

39. **Choice of Law.** All questions concerning the construction, validity and interpretation of this Contract will be governed by the laws of the State of New York without giving effect to principles of conflicts of law.

40. **Brokers.** The Seller and Purchaser each represent that no broker other than DOUGLAS ELLIMAN brought about this transaction and Seller and Purchaser, as applicable, each agree to indemnify and save the other party harmless from any loss, cost, or expense, including reasonable legal fees, incurred by such other party arising out of any demand, claim, action or proceeding for brokerage commissions or finders' fees by any broker other than DOUGLAS ELLIMAN claiming to have dealt with the indemnifying party in connection with this transaction. Seller agrees to pay all commission due DOUGLAS ELLIMAN pursuant to a separate agreement. This provision shall survive the Closing or earlier termination of this Contract.

41. **Downpayment.** NOTWITHSTANDING ANYTHING ELSEWHERE CONTAINED IN THIS CONTRACT, THE SUM OF \$25,000 OF THE DOWNPAYMENT SHALL BE NON-REFUNDABLE IN THE EVENT PURCHASER TERMINATES THIS CONTRACT AT THE END OF THE DUE DILIGENCE PERIOD. IN THE EVENT PURCHASER EXERCISES ITS RIGHT TO EXTEND THE DUE DILIGENCE PERIOD, THEN THE ADDITIONAL SUM OF \$15,000 OF THE DOWNPAYMENT SHALL BE NON-REFUNDABLE. THE PARTIES AGREE THAT THE AFORESAID SUMS OF \$25,000 AND \$15,000 OF THE DOWNPAYMENT ARE CONSIDERATION TO THE SELLER FOR REMOVING THE PROPERTY FROM THE MARKET DURING THE DUE DILIGENCE PERIOD AND THE DUE DILIGENCE EXTENSION PERIOD. ACCORDINGLY, IN THE EVENT PURCHASER DOES NOT ELECT TO TERMINATE THIS CONTRACT PURCHASER SHALL RECEIVE A CREDIT FOR THE FULL AMOUNT OF THE DOWNPAYMENT AT CLOSING,.

42. **Tax Certiorari Proceedings.** In the event that any proceedings have heretofore been commenced for the reduction of real property taxes or assessments affecting the premises,

and in the event that a refund of taxes is received by the Purchaser subsequent to the closing of title for any period prior to the closing of title, or in the event that a refund of taxes is received by the Seller subsequent to the closing of title for any period after the closing of title, then and in such event, the Seller and Purchaser hereby agree that any such refund shall be apportioned in the same manner as real estate taxes are being apportioned pursuant to the terms of this Contract, i.e.,: the portion of the net refund representing the period prior to closing of title shall belong to the Seller and the portion of the net refund for the period subsequent to the closing of title shall belong to the Purchaser. The term "net refund" as hereinbefore used, shall mean the amount of the refund received after payment of all fees, costs and disbursements. Seller and Purchaser agree that each shall bear the proportionate amount of the fees, costs and disbursements based upon the apportionment of taxes as described in this paragraph. The provision of this paragraph shall survive the closing of title and the delivery of the deed hereunder.

43. DUE DILIGENCE CONTINGENCY

43.01. PURCHASER'S obligations to purchase hereunder are conditioned upon PURCHASER, at its sole cost and expense, within sixty (60) days from the date hereof (the "Initial Due Diligence Period"), conducting such inspections and studies as the PURCHASER may deem necessary (collectively the "Due Diligence Review"). Subject to the conditions set forth in paragraph "41" of this Agreement, Purchaser shall have the right upon notice to Seller to extend the Due Diligence Period for an additional 30 days (the "Due Diligence Extension Period"). During the Due Diligence Period and if applicable, during the Due Diligence Extension Period, the , the PURCHASER and his agents shall be entitled to enter upon the premises at reasonable times, during business hours and without interference or interruption to SELLER'S business upon reasonable advance notice to SELLER, to examine the premises. PURCHASER shall indemnify and hold SELLER harmless from all loss, damage or injury to person or property by reason of PURCHASER'S entry upon the premises, including the reasonable attorney's fees expended by SELLER in the defense of such claims. At its sole expense, PURCHASER shall repair any damage to the premises and its improvements which result from PURCHASER'S exercise of the rights granted to it herein. By this Agreement, PURCHASER agrees not to reveal or disclose to any third party (except PURCHASER'S attorneys, accountants, investors and lenders) any physical or other conditions respecting the premises to the extent that such non-disclosure does not constitute a violation of law. At the conclusion of the Due Diligence Period or, if applicable, the Due diligence Extension Period, PURCHASER may terminate this Agreement for any reason or for no reason, by giving written notice of termination to SELLER no less than forty-eight (48) hours prior to the expiration of the Due Diligence Period or Due Diligence Extension Period, if applicable, time being of the essence with respect to such notice.

43.02. PURCHASER acknowledges that SELLER has no obligation to expend any sums of money or perform any repairs to the Premises as a result of PURCHASER'S Due Diligence Investigation. SELLER hereby states that it will not expend any such sums of money or perform any such repairs.

43.03 Purchaser agrees that, in making any physical or environmental inspections of

the premises, Purchaser shall carry or cause all of Purchaser's agents entering onto the premises to carry not less than Three Million (\$3,000,000.00) Dollars commercial general liability insurance with a company licensed to do business in the state where the premises is located insuring all activity and conduct of Purchaser and such representatives while exercising such right of access. Seller shall be named as additional insured on such commercial general liability policy. Purchaser represents and warrants that it carries or will cause to be carried not less than Three Million (\$3,000,000.00) Dollars commercial general liability insurance with contractual liability endorsement which insures Purchaser's indemnity obligations and will provide Seller with written evidence of same.

43.04 All information provided by Seller to Purchaser or obtained by Purchaser relating to the premises in the course of Purchaser's review, whether before or after the date hereof, including, without limitation, any environmental assessment or audit, if any (collectively, the "Reports") shall be treated as confidential information by Purchaser and Purchaser shall instruct all of its employees, agents, representatives, contractors, equity investors and lenders (collectively, "Purchaser Representatives") as to the confidentiality of all such information. In the event that this transaction is not closed for any reason, then Purchaser shall maintain the confidentiality of such information, and shall use good faith efforts to require Purchaser Representatives not to disclose any such information to any other party.

43.05 Except as may be specifically provided elsewhere in this Agreement, Seller makes no representations or warranties as to the truth, accuracy, completeness, methodology of preparation or otherwise concerning any engineering or environmental reports or audits or any other materials, data or other information supplied to Purchaser in connection with Purchaser's inspection of the premises (e.g., that such materials are complete, accurate or the final version thereof, or that such materials are all of such materials as are in Seller's Possession). It is the parties' express understanding and agreement that such materials are provided only for Purchaser's convenience in making its own examination and determination prior to the expiration of the Inspection Period as to whether it wishes to purchase the premises, and, in doing so, Purchaser shall rely exclusively on its own independent investigation and evaluation of every aspect of the premises and not on any materials supplied by Seller. Purchaser expressly disclaims any intent to rely on any such materials provided to it by Seller in connection with its inspection and agrees that it shall rely solely on its own independently developed or verified information. Except with respect to any obligations which specifically survive the closing of title, Purchaser hereby releases Seller and its agents, representatives, and employees from and all claims, demands, and causes of action, past, present, and future that Purchaser may have relating to (i) the condition of the premises at any time, before or after the closing, including, without limitation, the presence of any hazardous materials, or (ii) any other matter pertaining to the premises. This release shall survive the closing or the termination of this Agreement, as applicable.

43.06 Purchaser shall restore the premises as nearly as possible to its condition existing immediately prior to Purchaser's inspection, testing, investigation and survey thereof. Purchaser shall be liable for all damage or injury to any person or property resulting from, relating to or arising out of any such inspection, testing, investigation or survey, whether occasioned by the acts of

Purchaser or any of its employees, agents, representatives or contractors and Purchaser shall promptly satisfy any lien which may arise or be filed against Seller or the premises in connection with any such inspection, testing, investigation or survey. Purchaser shall indemnify, defend and hold harmless Seller and its agents, employees, officers, directors, affiliates, advisors and asset managers from any loss, liability or damage resulting from any such inspection, testing, investigation, survey or lien filed against Seller or the premises in connection therewith. This indemnification by Purchaser shall survive the closing or the termination of this contract, as applicable.

44. **Tax Deferred Exchange.** Notwithstanding anything herein contained to the contrary, Seller shall have the right, at its sole option and expense, to effect an exchange of real property of like kind so that this transaction shall qualify as an exchange for income tax purposes under Section 1031 of the Internal Revenue Code of 1986 (or such substitute or successor provisions of law as may be in effect at the time of the closing of title hereunder), and in furtherance thereof, to designate one or more parcels of real property of Seller's sole choosing as exchange property (the "Exchange Property"), to be acquired by the Purchaser and to be exchanged with and conveyed to the Seller for the premises to be conveyed hereunder. It is understood and agreed that the selection of the Seller of the foregoing exchange is not a condition to Seller's obligations under this contract. The Purchaser hereunder agrees to cooperate with the Seller/exchanger at no additional cost or expense to the Purchaser so as to effectuate the said tax-deferred exchange and the Purchaser agrees to execute any and all documents which may be reasonably required to effectuate said tax-deferred exchange. In addition, such cooperation by the Purchaser may include restructuring this agreement as an option to buy, purchasing the premises from a third party, entering into an arrangement which qualifies under the safe harbor rules contained in the Treasury Regulations promulgated under Section 1031 or other similar arrangements which would effectuate a qualifying exchange. Seller expressly reserves the right to assign its rights, but not its obligations hereunder, to a Qualified Intermediary as provided in IRC Reg. 1.1031(k)-1(g)(4) on or before the closing date. The Seller/exchanger shall indemnify and hold harmless the Purchaser from any and all liability, costs or expenses arising by reason of Purchaser's participation in the exchange transaction. This paragraph shall survive the closing of title and delivery of the deed hereunder.

45. **Recording of Contract.** Purchaser agrees that it shall not record this Contract or any memorandum hereof. If Purchaser shall violate the provisions of the preceding sentence, Seller, at its sole option, may terminate this Contract, receive as liquidated damages the Deposit whereupon the obligations hereunder shall terminate except those expressly stated to survive termination hereof, it being understood that actual damages sustained by the Seller in the event of such a default are difficult if not impossible to ascertain. Notwithstanding whether or not Seller has received the Deposit, Purchaser shall cause all such recordings to be duly removed of record promptly, at its sole cost and expense. The provisions of this section shall survive termination of this Contract.

46. **Merger.** All prior understandings, agreements, representations and warranties, oral or written, between Seller and Purchaser are merged in this Contract; it completely expresses their full agreement and has been entered into after full investigation, neither party relying upon any statement

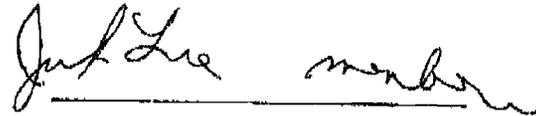
IN WITNESS WHEREOF, this contract has been duly executed by the parties hereto.

In presence of:

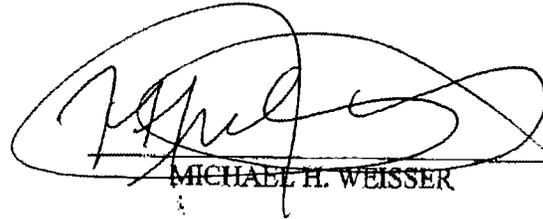
SELLER:

760 Fulton LLC

By:

 member

PURCHASER:


MICHAEL H. WEISSER

Attorney for Seller:
Donald E. Freedman, Esq.
Berman & Freedman, P.C.

Attorney for Purchaser:
Jack Libert, Esq.
Forchelli, Curto, Deegan, Schwartz,
Mineo & Terrana

Address:
6900 Jericho Tpk Suite 100W

Syosset, New York 11791
Tel: 516 364-8989 Fax: 516 364-7255
E-mail: donald@bermanandfreedman.com

Address:
333 Earle Ovington Blvd. Suite 1010
Uniondale, New York 11553

Tel: 516 248-1700 Fax: 516 248-1729
E-mail: jlibert@forchellilaw.com

STANDARD FORM OF STORE LEASE
The Real Estate Board of New York, Inc.

Agreement of Lease, made as of this 4th day of June in the year 2015 between

MICHAEL H. WEISSER, having an address at 54 7th Avenue South, New York, New York 10014, party of the first part, hereinafter referred to as OWNER, and

EMPIRE STATE COMPASSIONATE CARE, INC., having an address at 333 Earle Ovington Blvd., Suite 1010, Uniondale New York 11553 Attn: Anthony V. Curto, Esq. party of the second part, hereinafter referred to as TENANT,

Witnesseth: Owner hereby leases to Tenant and Tenant hereby hires from Owner

in the building known as 760 Fulton Avenue, Hempstead, New York for the term of Five (5) years

(or until such term shall sooner cease and expire as hereinafter provided) to commence on the 1st day of August in the year 2015 and to end on the 31st day of July in the year 2020 and both dates inclusive, at an annual rental rate of \$240,000.00, with four percent (4%) annual increases during the term.

which Tenant agrees to pay in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, in equal monthly installments in advance on the first day of each month during said term, at the office of Owner or such other place as Owner may designate, without any set off or deduction whatsoever, except that Tenant shall pay the first monthly installment(s) on the execution herof (unless this lease be a renewal).

In the event that, at the commencement of the term of this lease, or thereafter, Tenant shall be in default in the payment of rent to Owner pursuant to the terms of another lease with Owner or with Owner's predecessor in interest, Owner may at Owner's option and without notice to Tenant add the amount of such arrears to any monthly installment of rent payable hereunder and the same shall be payable to Owner as additional rent.

The parties hereto, for themselves, their heirs, distributees, executors, administrators, legal representatives, successors and assigns, hereby covenant as follows:
Occupancy: 1. Tenant shall pay the rent as above and as hereinafter provided.
2. Tenant shall use and occupy the demised premises for the dispensing of medical marijuana in accordance with Article 33 of the Public Health Law

and for no other purpose. Tenant shall at all times conduct its business in a high grade and reputable manner, shall not violate Article 37 hereof, and shall keep show windows and signs in a neat and clean condition.

Alterations: 3. Tenant shall make no changes in or to the demised premises of any nature without Owner's prior written consent. Subject to the prior written consent of Owner, and to the provisions of this article, Tenant, at Tenant's expense, may make alterations, installations, additions or improvements which are non-structural and which do not affect utility services or plumbing and electrical lines, in or to the interior of the demised premises by using contractors or mechanics first approved in each instance by Owner. Tenant shall, before making any alterations, additions, installations or improvements, at its expense, obtain all permits, approvals and certificates required by any governmental or quasi-governmental bodies and (upon completion) certificates of final approval thereof, and shall deliver promptly duplicates of all such permits, approvals and certificates to Owner, and Tenant agrees to carry, and will cause Tenant's contractors and sub-contractors to carry, such worker's compensation, general liability, personal and property damage insurance as Owner may require. If any mechanic's lien is filed against the demised premises, or the building of which the same forms a part, for work claimed to have been done for, or materials furnished to, Tenant, whether or not done pursuant to this article, the same shall be discharged by Tenant within 30 days thereafter, at Tenant's expense, by payment or filing a bond as permitted by law. All fixtures and all paneling, partitions, railings and like installations, installed in the demised premises at any time, either by Tenant or by Owner on Tenant's behalf, shall, upon installation, become the property of Owner and shall remain upon and be surrendered with the demised premises unless Owner, by notice to Tenant no later than twenty days prior to the date fixed as the termination of this lease, elects to relinquish Owner's rights therein and to have them removed by Tenant, in which event, the same shall be removed from the demised premises by Tenant prior to the expiration of the lease, at Tenant's expense. Nothing in this article shall be construed to give Owner title to, or to prevent Tenant's removal of, trade fixtures, movable office furniture and equipment, but upon removal of same from the demised premises or upon removal of other installations as may be required by Owner, Tenant shall immediately and at its expense, repair and restore the demised premises to the condition existing prior to any such installations, and repair any damage to the demised premises or the building due to such removal. All property permitted or required to be removed by Tenant at the end of the term remaining in the demised premises after Tenant's removal shall be deemed abandoned and may, at the election of Owner, either be retained as Owner's property or may be removed from the demised premises by Owner at Tenant's expense.

Repairs: 4. Owner shall maintain and repair the public portions of the building, both exterior and interior, except that if Owner allows Tenant to erect on the outside of the building a sign or signs, or a hoist, lift or sidewalk elevator for the exclusive use of Tenant, Tenant shall maintain such exterior installations in good repair, and shall cause the same to be operated in a good and workable manner, shall make all repairs thereof necessary to keep same in good order

and condition, at Tenant's own cost and expense, and shall cause the same to be covered by the insurance provided for hereafter in Article 9. Tenant shall, throughout the term of this lease, take good care of the demised premises and the fixtures and appurtenances thereon, and the sidewalks adjacent thereto, and at its sole cost and expense, make all non-structural repairs thereto as and when needed to preserve them in good working order and condition, reasonable wear and tear, obsolescence and damage from the elements, fire or other casualty, excepted. If the demised premises be or become infested with vermin, Tenant shall at Tenant's expense, cause the same to be exterminated from time to time to the satisfaction of Owner. Except as specifically provided in Article 9 or elsewhere in this lease, there shall be no allowance to the Tenant for the diminution of rental value and no liability on the part of Owner by reason of inconvenience, annoyance or injury to business arising from Owner, Tenant or others, making or failing to make any repairs, alterations, additions or improvements in or to any portion of the building, including the erection or operation of any crane, derrick or sidewalk shed, or in or to the demised premises or the fixtures, appurtenances or equipment thereof. It is specifically agreed that Tenant shall be not entitled to any set off or reduction of rent by reason of any failure of Owner to comply with the covenants of this or any other article of this lease. Tenant agrees that Tenant's sole remedy at law in such instance will be by way of an action for damages for breach of contract. The provisions of this Article 4 with respect to the making of repairs shall not apply in the case of fire or other Casualty, which are dealt with in Article 9 hereof.

Window Cleaning: 5. Tenant will not clean nor require, permit, suffer or allow any window in the demised premises to be cleaned from the outside in violation of Section 202 of the New York State Labor Law or any other applicable law or of the Rules of the Board of Standards and Appeals, or of any other Board or body having or asserting jurisdiction.

Requirements of Law, Fire Insurance: 6. Prior to the commencement of the lease term, if Tenant is then in possession, and at all times thereafter, Tenant, at Tenant's sole cost and expense, shall comply with all present and future laws, orders and regulations of all state, federal, municipal and local governments, departments, commissions and boards and any direction of any public officer pursuant to law, and all orders, rules and regulations of the New York Board of Fire Underwriters or the Insurance Services Office, or any similar body which shall impose any valuation, order or duty upon Owner or Tenant with respect to the demised premises, and with respect to the portion of the sidewalk adjacent to the demised premises, if the demised premises are on the street level, whether or not arising out of Tenant's use or manner of use thereof, or with respect to the building, if arising out of Tenant's use or manner of use of the demised premises or the building (including the use permitted under the lease). Except as provided in Article 29 hereof, nothing herein shall

require Tenant to make structural repairs or alterations unless Tenant has by its manner of use of the demised premises or method of operation therein, violated any such laws, ordinances, orders, rules, regulations or requirements with respect thereto. Tenant shall not do or permit any act or thing to be done in or to the demised premises which is contrary to law, or which will invalidate or be in conflict with public liability, fire or other policies of insurance at any time carried by or for the benefit of Owner. Tenant shall pay all costs, expenses, fines, penalties or damages, which may be imposed upon Owner by reason of Tenant's failure to comply with the provisions of this article. If the fire insurance rate shall, at the beginning of the lease, or at any time thereafter, be higher than it otherwise would be, then Tenant shall reimburse Owner, as additional rent hereunder, for that portion of all fire insurance premiums thereafter paid by Owner which shall have been charged because of such failure by Tenant, to comply with the terms of this article. In any action or proceeding wherein Owner and Tenant are parties, a schedule or "make-up" of rate for the building or the demised premises issued by a body making fire insurance rates applicable to said demised premises shall be conclusive evidence of the facts therein stated and of the several items and charges in the fire insurance rate then applicable to said demised premises.

Sub-ordination: 7. This lease is subject and subordinate to all ground or underlying leases and to all mortgages which may now or hereafter affect such leases or the real property of which the demised premises are a part, and in all renewals, modifications, consolidations, replacements and extensions of any such underlying leases and mortgages. This clause shall be self-operative and no further instrument of subordination shall be required by any ground or underlying lessor or by any mortgagee, affecting any lease of the real property of which the demised premises are a part. In confirmation of such subordination, Tenant shall from time to time execute promptly any certificate that Owner may request.

Tenant's Liability Insurance Property Loss, Damage, Indemnity: 8. Owner or its agents shall not be liable for any damage to property of Tenant or of others entrusted to employees of the building, nor for loss of, or damage to, any property of Tenant by theft or other wise, nor for any injury or damage to persons or property resulting from any cause of whatsoever nature, unless caused by or due to the negligence of Owner, its agents, servants or employees. Owner or its agents will not be liable for any such damage caused by other tenants or persons in, upon or about said building, or caused by operations in construction of any private, public or quasi public work. Tenant agrees, at Tenant's sole cost and expense, to maintain general public liability insurance in standard form in favor of Owner and Tenant against claims for bodily injury or death or property damage occurring in or upon the demised premises, effective from the date Tenant enters into possession of the demised premises and during the term of this lease. Such insurance shall be in an amount and with carriers acceptable to the Owner. Such policy or policies shall be delivered to the Owner. On Tenant's default in obtaining or delivering any such policy or policies or failure to pay the charges therefor, Owner may secure or pay the charges for any such policy or policies and charge the Tenant as additional rent therefor. Tenant shall indemnify and save harmless Owner against and from all liabilities, obligations, damages, penalties, claims, costs and expenses for which Owner shall not be reimbursed by insurance, including reasonable attorneys' fees, paid, suffered or incurred as a result of any breach by Tenant, Tenant's agent, contractors, employees, invitees, or licensees, of any covenant or condition of this lease, or the carelessness, negligence or improper conduct of the Tenant, Tenant's agents, contractors, employees, invitees or licensees. Tenant's liability under this lease extends to the acts and omissions of any subcontractor and any agent, contractor, employee, invitee or licensee of any subcontractor. In any case any action or proceeding is brought against Owner by reason of any such claim, Tenant, upon written notice from Owner, will, at Tenant's expense, resist or defend such action or proceeding by counsel approved by Owner in writing, such approval not to be unreasonably withheld.

Destruction, Fire, and Other Casualty: 9. (a) If the demised premises or any part thereof shall be damaged by fire or other casualty, Tenant shall give immediate notice thereof to Owner and this lease shall continue in full force and effect except as hereinafter set forth. (b) If the demised premises are partially damaged or rendered partially unusable by fire or other casualty, the damages thereon shall be repaired by and at the expense of Owner, and the rent and other items of additional rent, until such repair shall be substantially completed, shall be apportioned from the day following the casualty according to the part of the demised premises which is usable. (c) If the demised premises are totally damaged or rendered wholly unusable by fire or other casualty, then the rent and other items of additional rent as hereinafter expressly provided shall be proportionately paid up to the time of the casualty and thereafter shall cease until the date when the demised premises shall have been repaired and restored by Owner (or Owner reconquered in part by Tenant) then rent shall be apportioned as provided in subsection (b) above, subject to Owner's right to elect not to restore the same as hereinafter provided. (d) If the demised premises are rendered wholly unusable or (whether or not the demised premises are damaged in whole or in part) if the building shall be so damaged that Owner shall decide to demolish it or to rebuild it, then, in any of such events, Owner may elect to terminate this lease by written notice to Tenant given within 90 days after such fire or casualty or 90 days after adjustment of the insurance claim for such fire or casualty, whichever is sooner, specifying a date for the expiration of the lease, which date shall not be more than 60 days after the giving of such notice, and upon the date specified in such notice the term of this lease shall expire and completely and Tenant shall forthwith quit, surrender and vacate the demised premises without prejudice however, to Owner's rights and remedies against Tenant under the lease provisions in effect prior to such termination, and any rent which shall be paid up to such date and any payments of rent made by Tenant which were on account of any period subsequent to such date shall be returned to Tenant. Unless Owner shall serve a termination notice as provided for herein, Owner shall make the repairs and restorations under the conditions of (b) and (c) hereof, with all reasonable expedition subject to delays due to adjustment of insurance claims, labor troubles and causes beyond Owner's control. After any such casualty, Tenant shall cooperate with Owner's adjustment of insurance claims, labor troubles and causes beyond Owner's control. After any such casualty, Tenant shall cooperate as reasonably possible, in restoring by removing from the premises, as promptly as reasonably possible, all of Tenant's salvageable inventory and movable equipment, furniture, and other property. Tenant's liability for rent shall resume five (5) days after written notice from Owner that the demised premises are substan-

tially ready for Tenant's occupancy. (e) Nothing contained hereinabove shall relieve Tenant from liability that may exist as a result of damage from fire or other casualty. Notwithstanding the foregoing, including Owner's obligation to restore under subparagraph (b) above, each party shall look first to any insurance in its favor before making any claim against the other party for recovery for loss or damage resulting from fire or other casualty, and to the extent that such insurance is in force and collectible, and to the extent permitted by law, Owner and Tenant each hereby releases and waives all right of recovery with respect to subparagraph (b), (d) and (e) above, against the other, or any one claiming through or under each of them by way of subrogation or otherwise. The release and waiver herein referred to shall be deemed to include any loss or damage to the demised premises and/or to any personal property, equipment, trade fixtures, goods and merchandise located therein. The foregoing release and waiver shall be in force only if both releasors' insurance policies contain a clause providing that such a release or waiver shall not invalidate the insurance. Tenant acknowledges that Owner will not carry insurance on Tenant's furniture and/or furnishings or any fixtures or equipment, improvements, or appurtenances removable by Tenant, and agrees that Owner will not be obligated to repair any damage thereto or replace the same. (f) Tenant hereby waives the provisions of Section 227 of the Real Property Law and agrees that the provisions of this article shall govern and control in lieu thereof.

Eminent Domain: 10. If the whole or any part of the demised premises shall be acquired or condemned by Eminent Domain for any public or quasi public use or purpose, then and in that event, the term of this lease shall cease and terminate from the date of title vesting in such proceeding, and Tenant shall have no claim for the value of any unexpired term of said lease. Tenant shall have the right to make an independent claim to the condemning authority for the value of Tenant's moving expenses and personal property, trade fixtures and equipment, provided Tenant is entitled pursuant to the terms of the lease to remove such property, trade fixtures and equipment at the end of the term, and provided further such claim does not reduce Owner's award.

Assignment, Mortgage, Etc.: 11. Tenant, for itself, its heirs, distributees, executors, administrators, legal representatives, successors and assigns expressly covenants that it shall not assign, mortgage or encumber this agreement, nor underlet, or suffer or permit the demised premises or any part thereof to be used by others, without the prior written consent of Owner in each instance. Transfer of the majority of the stock of a corporate tenant or the majority partnership interest of a partnership tenant shall be deemed an assignment. If this lease be assigned, or if the demised premises or any part thereof be underlet or occupied by anybody other than Tenant, Owner may, after default by Tenant, collect rent from the assignee, under-tenant or occupant, and apply the net amount collected to the rent herein reserved, but not such assignment, underletting, occupancy or collection shall be deemed a waiver of the covenant, or the acceptance of the assignee, under-tenant or occupant as tenant, or a release of Tenant from the further performance by Tenant of covenants in the part of Tenant herein contained. The consent by Owner to an assignment or underletting shall not in any wise be construed to relieve Tenant from obtaining the express consent in writing of Owner in any further assignment or underletting.

Electric Current: 12. Rates and conditions in respect to submetering or re-inclusion, as the case may be, to be added in RIDER attached hereto. Tenant covenants and agrees that at all times its use of electric current shall not exceed the capacity of existing feeders to the building or the risers or wiring installation, and Tenant may not use any electrical equipment which, in Owner's opinion, reasonably exercised, will overload such installations or interfere with the use thereof by other tenants of the building. The change at any time of the character of electric service shall in no wise make Owner liable or responsible to Tenant, for any loss, damages or expenses which Tenant may sustain.

Access to Premises: 13. Owner or Owner's agents shall have the right (but shall not be obligated) to enter the demised premises in any emergency at any time, and, at other reasonable times, to examine the same and to make such repairs and replacements and improvements as Owner may deem necessary and reasonably desirable to any portion of the building or which Owner may elect to perform, in the demised premises, following Tenant's failure to make repairs or perform any work which Tenant is obligated to perform under this lease, or for the purpose of complying with laws, regulations and other directions of governmental authorities. Tenant shall permit Owner to use and maintain and replace pipes and conduits in and through the demised premises and to erect new pipes and conduits therein, provided they are concealed within the walls, floors or ceiling, wherever practicable. Owner may, during the progress of any work in the demised premises, take all necessary materials and equipment into said premises without the same constituting an eviction, nor shall the Tenant be entitled to any abatement of rent while such work is in progress, nor to any damages by reason of loss or interruption of the use of the demised premises. Throughout the term hereof Owner shall have the right to enter the demised premises at reasonable hours for the purpose of showing the same to prospective purchasers or mortgagees of the building, and during the last six months of the term for the purpose of showing the same to prospective tenants, and may, during said six months period, place upon the demised premises the usual notice "To Let" and "For Sale", which notices Tenant shall permit to remain therein without molestation. If Tenant is not present to open and permit an entry into the demised premises, Owner or Owner's agents may enter the demised premises, and entry may be necessary or permissible, by master key or forcibly, and such entry shall not render Owner or its agents liable therefor, nor in any event shall the obligations of Tenant hereunder be affected. If during the term of this lease Tenant shall have removed all or substantially all of Tenant's property therefrom, Owner may immediately enter, alter, renovate or redecorate the demised premises without limitation of amount of rent, or incurring liability to Tenant for any compensation, abatement of rent, or incurring liability to Tenant for any obligations and such act shall have no effect on this lease or Tenant's obligations hereunder. Owner shall have the right at any time, without the same constituting an eviction and without incurring liability to Tenant therefor, to change the arrangement and/or location of public entrances, passage doors, doorways, corridors, elevators, stairs, lockers, or other public parts of the building, and to change the name, number or designation by which the building may be known.

1025 Rider to be added if necessary.

to make the demised premises ready for occupancy, or because of the fact that a certificate of occupancy has not been procured, or for any other reason, Owner shall not be subject in any liability for failure to give possession on said date and the validity of the lease shall not be impaired under such circumstances, nor shall the same be construed in any wise to extend the term of this lease, but the rent payable hereunder shall be abated (provided Tenant is not responsible for the inability to obtain possession or complete construction) until after Owner shall have given Tenant written notice that the Owner is able to deliver possession in the condition required by this lease. If permission is given to Tenant to enter into the possession of the demised premises or to occupy premises other than the demised premises prior to the date specified as the commencement of the term of this lease, Tenant covenants and agrees that such possession and/or occupancy shall be deemed to be under all the terms, covenants, conditions and provisions of this lease, except the obligation to pay the fixed annual rent set forth in page one of this lease. The provisions of this article are intended to constitute "an express provision to the contrary" within the meaning of Section 223-a of the New York Real Property Law.

No Waiver: 24. The failure of Owner to seek redress for violation of, or to insist upon the strict performance of any covenant or condition of this lease, or of any of the Rules or Regulations set forth or hereafter adopted by Owner, shall not prevent a subsequent act which would have originally constituted a violation from having all the force and effect of an original violation. The receipt by Owner of rent and/or additional rent with knowledge of the breach of any covenant of this lease shall not be deemed a waiver of such breach, and no provision of this lease shall be deemed to have been waived by Owner unless such waiver be in writing signed by Owner. No payment by Tenant or receipt by Owner of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than an account of the earliest stipulated rent, nor shall any endorsement or statement of any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Owner may accept such check or payment without prejudice to Owner's right to recover the balance of such rent or pursue any other remedy in this lease provided. No act or thing done by Owner or Owner's agents during the term hereby demised shall be deemed in acceptance of a surrender of the demised premises and no agreement to accept such surrender shall be valid unless in writing signed by Owner. His employee or Owner or Owner's agent shall have any power to accept the keys of the demised premises prior to the termination of the lease, and the delivery of keys to any such agent or employee shall not operate as a termination of the lease or a surrender of the demised premises.

Waiver of Tortious Injury: 25. It is mutually agreed by and between Owner and Tenant that the respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other hereto for personal injury or property damage in any matters whatsoever arising out of, or in any way connected with, this lease, the relationship of Owner and Tenant, Tenant's use of or occupancy of the demised premises, and any emergency statutory or any other statutory remedy. It is further mutually agreed that in the event Owner commences any proceeding or action for possession, including a summary proceeding for possession of the demised premises, Tenant will not interpose any counterclaim of whatever nature or description in any such proceeding, including a counterclaim under Article 4, except for statutory mandatory counterclaims.

Inability to Perform: 26. This lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall in no wise be affected, impaired or excused because Owner is unable to fulfill any of its obligations under this lease, or to supply, or is delayed in supplying, any service expressly or impliedly to be supplied, or is unable to make, or is delayed in making, any repair, additions, alterations or decorations, or is unable to supply, or is delayed in supplying, any equipment, fixtures or other materials, if Owner is prevented or delayed from so doing by reason of strike or labor troubles, government preemption or restrictions, or by reason of any rule, order or regulation of any department or subdivision thereof of any government agency, or by reason of the conditions of which have been or are affected, either directly or indirectly, by war or other emergency, or when, in the judgement of Owner, temporary interruption of such services is necessary by reason of accident, mechanical breakdown, or to make repairs, alterations or improvements.

Bills and Notices: 27. Except as otherwise in this lease provided, a bill, statement, notice or communication which Owner may desire or be required to give to Tenant, shall be deemed sufficiently given or rendered if, in writing, delivered to Tenant personally or sent by registered or certified mail addressed to Tenant at the building of which the demised premises form a part, or at the last known residence address or business address of Tenant, or left at any of the aforesaid premises addressed to Tenant, and the time of the rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is delivered to Tenant, mailed, or left at the premises as herein provided. Any notice by Tenant to Owner must be served by registered or certified mail addressed to Owner at the address first hereinabove given or at such other address as Owner shall designate by written notice.

Water Charges: 28. If Tenant requires, uses or consumes water for any purpose in addition to ordinary lavatory purposes (of which fact Tenant constitutes Owner to be the sole judge) Owner may install a water meter and thereby measure Tenant's water consumption for all purposes. Tenant shall pay Owner for the cost of the meter and the cost of the installation thereof, and throughout the duration of Tenant's occupancy Tenant shall keep said meter and installation equipment in good working order and repair at Tenant's own cost and expense. Tenant agrees to pay for water consumed, as shown on said meter, as and when bills are rendered. Tenant covenants and agrees to pay the sewer rent, charge or any other tax, rent, levy or charge which now or hereafter is assessed, imposed or a lien upon the demised premises or the realty of which they are part pursuant to law, order or regulation made or issued in connection with the use, consumption, maintenance or supply of water, water system or sewage or sewerage connection or system. The bill rendered by Owner

Space to be filled in or deleted.

shall be payable by Tenant as additional rent. If the building or the demised premises, or any part thereof, be supplied with water through a meter through which water is also supplied to other premises, Tenant shall pay to Owner as additional rent, on the first day of each month,

of the total meter charges, as Tenant's portion. Independently of, and in addition to any of the remedies reserved to Owner hereinabove or elsewhere in this lease, Owner may sue for and collect any monies to be paid by Tenant or paid by Owner for any of the reasons or purposes hereinabove set forth.

Sprinklers: 29. Anything elsewhere in this lease to the contrary notwithstanding, if the New York Board of Fire Underwriters or the Insurance Services Office, or any bureau, department or official of the federal, state or city government, require or recommend the installation of a sprinkler system or that any changes, modifications, alterations, or additional sprinkler heads or other equipment be made or supplied in an existing sprinkler system by reason of Tenant's business, or the location of partitions, trade fixtures, or other contents of the demised premises, or for any other reason, or if any such sprinkler system installations, changes, modifications, alterations, additional sprinkler heads or other such equipment, become necessary to prevent the imposition of a penalty or charge against the full allowance for a sprinkler system in the fire insurance rate set by any said Exchange or by any fire insurance company, Tenant shall, at Tenant's expense, promptly make such sprinkler system installations, changes, modifications, alterations, and supply additional sprinkler heads or other equipment as required, whether the work involved shall be structural or non-structural in nature. Tenant shall pay to Owner as additional rent the sum of \$ on the first day of each month during the term of this lease, as Tenant's portion of the contract price for sprinkler supervisory service.

Floor, Ceiling: 30. As long as Tenant is not in default under any of the covenants of this lease beyond the applicable grace period provided in this lease for the curing of such defaults, Owner shall, if and insofar as existing facilities permit, furnish heat to the demised premises, when and as required by law, on business days from 8:00 a.m. to 6:00 p.m., and on Saturdays from 8:00 a.m. to 1:00 p.m. Tenant shall at Tenant's expense, keep the demised premises clean and in order, to the satisfaction of Owner, and if the demised premises are situated on the second floor, Tenant shall, at Tenant's own expense, make all repairs and replacements to the sidewalks and curbs adjacent thereto, and keep said sidewalks and curbs free from snow, ice, dirt and rubbish. Tenant shall pay to Owner the cost of removal of any of Tenant's refuse and rubbish from the building. Bills for the same shall be rendered by Owner to Tenant at such times as Owner may elect, and shall be due and payable when rendered, and the amount of such bills shall be deemed to be, and be paid as, additional rent. Tenant shall, however, have the option of independently contracting for the removal of such rubbish and refuse in the event that Tenant does not wish to have same done by employees of Owner. Under such circumstances, however, the removal of such refuse and rubbish by others shall be subject to such rules and regulations as, in the judgment of Owner, are necessary for the proper operation of the building.

Security: 31. Tenant has deposited with Owner the sum of \$ as security for the faithful performance and observance by Tenant of the terms, provisions and conditions of this lease; it is agreed that in the event Tenant defaults in respect of any of the terms, provisions and conditions of this lease, including, but not limited to, the payment of rent and additional rent, Owner may use, apply or retain the whole or any part of the security so deposited to the extent required for the payment of any rent and additional rent, or any other sum as to which Tenant is in default, or for any sum which Owner may expend or may be required to expend by reason of Tenant's default in respect of any of the terms, covenants and conditions of this lease, including but not limited to, any damages or deficiency in the letting of the demised premises, whether such damages or deficiency accrued before or after summary proceedings or other remedy by Owner. In the event that Tenant shall fully and faithfully comply with all of the terms, provisions, covenants and conditions of this lease, the security shall be returned to Tenant after the date fixed as the end of the lease and after delivery of entire possession of the demised premises to Owner. In the event of a sale of the land and building or leasing of the building, of which the demised premises form a part, Owner shall have the right to transfer the security to the vendee or lessee and Owner shall thereupon be released by Tenant from all liability for the return of such security, and Tenant agrees to look to the new Owner solely for the return of said security; and it is agreed that the provisions hereof shall apply to every transfer or assignment made of the security to a new Owner. Tenant further covenants that it will not assign or encumber or attempt to assign or encumber the monies deposited herein as security, and that neither Owner nor its successors or assigns shall be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance.

Captions: 32. The Captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this lease nor the intent of any provision thereof.

Definitions: 33. The term "Owner" as used in this lease means only the Owner, or the mortgagee in possession, for the time being of the land and building (or the Owner of a lease of the building or of the land and building) of which the demised premises form a part, so that in the event of any sale or sales of said land and building or of said lease, or in the event of a lease of said building, or of the land and building, the said Owner shall be and hereby is entirely freed and relieved of all covenants and obligations of Owner hereunder, and it shall be deemed and construed without further agreement between the parties of their successors in interest, or between the parties and the purchaser, at any such sale, or the said lessee of the building, or of the land and building, that the purchaser or the lessee of the building has assumed and agreed to carry out any and all covenants and obligations of Owner hereunder. The words "re-entry" and "re-entry" as used in this lease are not restricted to their technical legal meaning. The term "business days" as used in this lease shall exclude Saturdays, Sundays and all days designated as holidays by the applicable building service union employees service contract or by the applicable Operating

Regulators contract with respect to HVAC service. Wherever it is expressly provided in this lease that consent shall not be unreasonably withheld, such consent shall not be unreasonably delayed.

Adjacent Excavation/Drainage: 34. If an excavation shall be made upon land adjacent to the demised premises, or shall be authorized to be made, Tenant shall afford to the person causing or authorized to cause such excavation, a license to enter upon the demised premises for the purpose of doing such work, as said person shall deem necessary, to preserve the wall of the building of which the demised premises form a part from injury or damage and to support the same by proper foundations, without any claim for damages or indemnity against Owner, or diminution or abatement of rent.

Rules and Regulations: 35. Tenant and Tenant's servants, employees, agents, visitors, and licensees shall observe faithfully, and comply strictly with the Rules and Regulations and such other and further reasonable Rules and Regulations as Owner or Owner's agents may from time to time adopt. Notice of any additional rules or regulations shall be given in such manner as Owner may elect. In case Tenant disputes the reasonableness of any additional Rule or Regulation hereafter made or adopted by Owner or Owner's agents, the parties herein agree to submit the question of the reasonableness of such Rule or Regulation for decision to the New York office of the American Arbitration Association, whose determination shall be final and conclusive upon the parties herein. The right to dispute the reasonableness of any additional Rule or Regulation upon Tenant's part shall be deemed waived unless the same shall be asserted by service of a notice, in writing, upon Owner, within fifteen (15) days after the giving of notice thereof. Nothing in this lease contained shall be construed to impose upon Owner any duty or obligation to enforce the Rules and Regulations or terms, covenants or conditions in any other lease, as against any other tenant, and Owner shall not be liable to Tenant for violation of the same by any other tenant, its servants, employees, agents, visitors or licensees.

Glass: 36. Owner shall replace, at the expense of Tenant, any and all plate and other glass damaged or broken from any cause whatsoever in and about the demised premises Owner may insure, and keep insured, at Tenant's expense, all plate and other glass in the demised premises for and in the name of Owner. Bills for the premiums therefor shall be rendered by Owner to Tenant at such times as Owner may elect, and shall be due from, and payable by, Tenant when rendered, and the amount thereof shall be deemed to be, and be paid as, additional rent.

Pornographic Uses Prohibited: 37. Tenant agrees that the value of the demised premises and the reputation of the Owner will be seriously injured if the demised premises are used for any obscene or pornographic purposes or any sort of commercial sex establishment. Tenant agrees that Tenant will not bring or permit any obscene or pornographic material on the demised premises, and shall not permit or conduct any obscene, nude, or semi-nude live performances on the demised premises, nor permit use of the demised premises for nude modeling, rap sessions, or as a so called rubber goods shop, or as a sex club of any sort, or as a "massage parlour." Tenant agrees further that Tenant will not permit any of these uses by any sublessee or assignee of the demised premises. This Article shall directly bind any successors in interest to the Tenant. Tenant agrees that if at any time Tenant violates any of the provisions of this Article, such violation shall be deemed a breach of a substantial obligation of the terms of this lease and objectionable conduct. Pornographic material is defined for purposes of this Article as any written or pictorial matter with prurient appeal, or any objects of instrument that are primarily concerned with lewd or prurient sexual activity. Obscene material is defined here as it is in Penal Law §235.00.

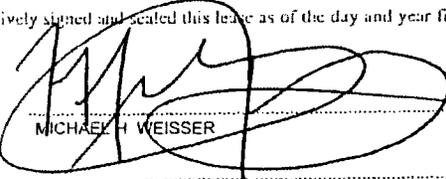
Estoppel Certificate: 38. Tenant, at any time, and from time to time, upon at least 10 days prior notice by Owner, shall execute, acknowledge and deliver to Owner, and/or to any other person, firm or corporation specified by Owner, a statement certifying that this lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications), stating the dates which the rent and additional rent have been paid, and stating whether or not there exists any defaults by Owner under this lease, and, if so, specifying each such default.

Successors and Assigns: 39. The covenants, conditions and agreements contained in this lease shall bind and inure to the benefit of Owner and Tenant and their respective heirs, distributees, executors, administrators, successors, and except as otherwise provided in this lease, their assigns. Tenant shall look only to Owner's estate and interest in the land and building for the satisfaction of Tenant's remedies by the collection of a judgment (or other judicial process) against Owner in the event of any default by Owner hereunder, and no other property or assets of such Owner (or any partner, member, officer or director thereof, disclosed or undisclosed), shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under, or with respect to, this lease, the relationship of Owner and Tenant hereunder, or Tenant's use and occupancy of the demised premises.

SEE ADDENDUM TO STORE LEASE ANNEXED HERETO

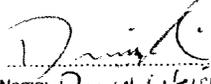
In Witness Whereof, Owner and Tenant have respectively signed and sealed this lease as of the day and year first above written.

Witness for Owner:


MICHAEL H. WEISSER

Witness for Tenant:

EMPIRE STATE COMPASSIONATE CARE, INC.

By: 
Name: David Weiser
Title: pres

ACKNOWLEDGEMENT

STATE OF NEW YORK,

SS.:

COUNTY OF

On the _____ day of _____ in the year _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC




ADDENDUM TO STORE LEASE

THIS ADDENDUM TO STORE LEASE between Michael H. Weisser, having an address at 54 7th Avenue South, New York, New York 10014 ("Landlord" or "Owner") and Empire State Compassionate Care, Inc., having an address at 333 Earle Ovington Boulevard, Suite 1010, Uniondale, New York 11553, Attention: Anthony V. Curto, Esq. ("Tenant").

40. 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 marihuana in accordance with article 33 of the Public Health Law and agrees to provide the New York State Department of Health, Mayor Erastus Corning 2nd Tower, The Governor Nelson A. Rockefeller Empire State Plaza, Albany N.Y. 12237, with notification by certified mail of its intent to reenter the premises or to initiate dispossession 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 the expiration of the lease.

41. Owner acknowledges that this lease is subject to and conditioned upon the Tenant being designated as a registered organization under the New York State Medical Marijuana Program. In the event Tenant is not so designated, Tenant shall have the right to terminate this lease, at its sole option.

IN WITNESS WHEREOF, Owner and Tenant have executed this Addendum to Store Lease as of the day and year written above.

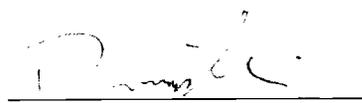
LANDLORD:


Michael H. Weisser

TENANT:

Empire State Compassionate Care, Inc.

By:


Name: David Weisser
Title: CEO



PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement is made this 11th day of June, 2015, between AMIGONE VENTURES, LP ("Seller") and MICHAEL H. WEISSER, or his assigns, ("Buyer"). Seller agrees to sell and Buyer hereby agrees to purchase the Property subject to all of the terms, covenants and conditions in this Agreement.

SECTION I - CERTAIN DEFINITIONS

When used in this Agreement, the following terms shall have the meanings set forth in this section.

- 1.1 **Agreement.** The Purchase and Sale Agreement.
- 1.2 **Bill of Sale and Assignment.** A bill of sale in the form of Exhibit "F" to be used to convey title to the Personal Property and Intangible Property from Seller to Buyer.
- 1.3 **Buildings.** The buildings are known as 1931 and 1933 Kensington Avenue located in Cheektowaga, NY and being described on Exhibit "B".
- 1.4 **Closing.** The transfer of title in the Property to buyer in accordance with Section 8 of this Agreement.
- 1.5 **Closing Date.** See Section 7.2, infra.
- 1.6 **Earnest Money.** The Earnest Money pursuant to Section 3.1 of this Agreement, together with any interest and/or other earnings thereon.
- 1.7 **Earnest Money Escrow Holder.**
Nicholas P. Amigone III
1300 Main Place Tower
Buffalo, NY 14202
- 1.8 **Improvements.** The Buildings and all other improvements located on the Land at the time of execution of the Agreement which are component parts of the Land or Buildings and which are owned by Seller, except for those items as may be described on Exhibit "B".
- 1.9 **Intangible Property.** Any property other than the Land, Improvements, Personal Property owned or held by Seller and used in connection with the Property, including the operating contracts, existing warranties, licenses and permits, which, to the extent assignable, shall be assigned to the Buyer at the Closing, all as more particularly described on Exhibit "D".
- 1.10 **Land.** The land located in Cheektowaga, New York, described more particularly in attached Exhibit "A" together with all rights of Seller in and to adjoining streets, rights-of-way and easements and all other appurtenant rights.
- 1.11 **General Warranty Act of Sale.** A Bargain And Sale Deed With Covenants Against Grantor's Acts in the form of Exhibit "E" attached hereto, to be used to convey title to the Land and Improvements from Seller to Buyer
- 1.12 **Personal Property.** The personal property belonging to Seller and located on the Land and Improvements, which shall be conveyed to the Buyer at Closing, as more particularly described on Exhibit "C".
- 1.13 **Prior Warranties.** All transferable warranties relating to the Personal Property and the Improvements.

- 1.14 **Property.** The Land, Improvements, Personal Property, and Intangible Property.
- 1.15 **Property Taxes.** All real estate, ad valorem, personal property taxes, assessments and charges on the Property.
- 1.16 **Purchase Price.** The amount paid by Buyer to Seller for the purchase of the Property by Buyer from Seller.
- 1.17 **Title Commitment.** The title commitment from the Title Company.
- 1.18 **Title Company.** Chicago Title

SECTION 2 - PURCHASE PRICE

- 2.1 **Amount.** The Purchase Price is Eight Hundred and Fifty Thousand and No/100 (\$850,000.00) Dollars, payable as follows: Buyer will pay all cash at closing.

SECTION 3 - EARNEST MONEY

- 3.1 **Earnest Money.** Within three (3) working days of the full execution of this Agreement, Buyer shall deliver to Earnest Money Escrow Holder, Earnest Money of Fifty Thousand and no/100 (\$50,000.00) Dollars.
- 3.2 **Application of Earnest Money.** Provided there is no default or notice of default under this Agreement, one day before the Closing, the Earnest Money Escrow Holder shall deliver the Earnest Money to the Seller's attorney. Subject to the provisions of this Agreement, Escrow Holder shall apply the Earnest Money to Buyer's obligation to pay the Purchase Price at the Closing.

SECTION 4 - REVIEW AND CONDITIONS

- 4.1 **Documents.**
- (A) Seller will, within ten (10) business days of the full execution of the Agreement, provide Buyer with the originals or copies of materials as Buyer may reasonably request, including the following:
- (1) Copies of all Operating Contracts;
 - (2) Copies of insurance policy
 - (3) Copies of tax bills for prior three years
 - (4) Copy of environmental survey, if any
 - (5) Copy of Certificate of Occupancy
 - (6) Copy of building plans
 - (7) Copy of any existing as-built survey
 - (8) Copy of a floor plan
 - (9) Copy of plat plan
 - (10) Copy of any former title policies issued

Any and all such material shall be forwarded to Buyer by Seller or made available to Buyer at the Property, at Seller's option. The list of due diligence materials must be provided by Buyer on or before June 10, 2015.

Seller expressly makes no representations or warranty with respect to the accuracy or completeness of the

aforementioned information furnished to Buyer and, further, Buyer hereby agrees that such information shall be provided on an "AS IS" basis and Seller shall have no obligation to compile or update such data or reports.

- (B) In the event the Closing does not occur and this Agreement is terminated, then within five (5) days after the termination of this Agreement, Buyer shall return to Seller all originals and copies of materials that Seller may have delivered to Buyer, or which Buyer may have acquired from Seller or Seller's representatives or agents.

4.2 Inspection Period.

- (A) Buyer will supply Seller with a list of due diligence materials needed to properly assess the property. Upon receipt by the Buyer of all materials requested, Buyer will be given sixty (60) calendar days to agree to continue with the Contract of Sale or decline to continue at no benefit or loss to either party.
- (B) On or before the last day of the Inspection Period, Buyer shall notify Seller in writing with a copy to the Escrow Agent if it desires to exercise its right to terminate this Agreement. In the event Buyer does not give notice of its intent to terminate, Buyer's right of termination shall be deemed extinguished and Buyer will be deemed to have accepted title, accepted the condition of the property, and that Buyer is satisfied with all the other inspections and reviews and is prepared to move forward to the closing of the transaction.
- (C) After this Agreement terminates for any reason, the parties hereto shall have no further obligations except pursuant to the return provisions (Section 4.1(b)).

SECTION 5 - WARRANTIES AND WAIVERS

- 5.1 **Seller's Authority.** Seller represents that Seller has the authority to enter in this Agreement and consummate the transaction contemplated by this Agreement; Seller has taken all actions necessary to date for the valid and binding execution, delivery and performance of this Agreement; and the individual executing this Agreement on behalf of Seller has the authority to do so on behalf of Seller.
- 5.2 **Breach by Seller/Buyer.**
- (A) If any of Seller's representations and warranties are not true and correct or Seller's covenants are not fulfilled or all other conditions precedent are not met as of Closing (or earlier specified date, if any), or Seller fails to perform any of the terms and conditions of this Agreement or is otherwise in default under this Agreement, then Purchaser, at Purchaser's sole option, may elect to (i) waive the default or failure and close "as is", or (ii) cancel this Agreement by written notice to Seller given on or before the Closing Date, in which event Escrow Agent shall return the Deposit together with all interest earned on it to Purchaser; upon such return, both parties shall be released from all further obligations under this Agreement and except for the indemnification obligations contained elsewhere in this Agreement; or (iii) seek specific performance of Seller's obligations under this Agreement.
- (B) The parties acknowledge that it would be difficult to determine Seller's loss by reason of Buyer's failure to comply with this Agreement. For that reason, in the event of the Buyer's non-compliance, the parties hereby agree that the \$50,000.00 Earnest Money Deposit made hereunder shall be paid by the Escrow Agent to the Seller.
- (C) The remedies set forth in this Section shall be Seller's and Buyer's sole and exclusive remedies. In no event shall either party be liable to the other for any punitive, speculative or consequential damages or damages for loss of opportunity or lost profit
- 5.3 **Buyer's Acceptance.** Buyer's acceptance and duty to proceed is based upon a hazardous material

inspection disclosing that there are no environmental issues at the property, minimum Phase I.

5.4 **Buyer's Authority.** Buyer warrants, covenants and represents as follows:

- (A) Buyer has the authority to enter into this Agreement and consummate the transactions contemplated by this Agreement, and Buyer has taken all actions necessary to date for the valid and binding execution, delivery and performance of this Agreement.
- (B) Neither the execution and delivery of this Agreement, nor the performance of the obligations set forth in this Agreement conflict with or result in the material breach of any terms, conditions or provisions of, or constitute a default under, any bond, note or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, partnership agreement, lease or other agreement to which Buyer is a party.

SECTION 6 - TITLE

6.1 **Permitted Exceptions.** Title to the Property shall be conveyed to Buyer by the Bargain And Sale Deed With Covenants Against Grantor's Acts subject only to the Permitted Exceptions.

6.2 **Acceptance of Title and Survey.** By not later than ten (10) days after the full execution of this Agreement, Buyer shall secure and provide Seller with a copy of the Title Commitment for the Land and Improvements, issued in the name of Buyer as the proposed owner insured in the amount of the Purchase Price, together with copies of all exception documents. During the ten (10) day period following the delivery of the Title Commitment, Buyer shall review the title insurance commitment and acquire and review any surveys of the Land and Improvements desired by Buyer. By not later than the end of this ten (10) day review period, Buyer shall advise Seller whether the title to the Land and Improvements are acceptable to Buyer. In the event Buyer timely advises Seller, in writing, that the title to and survey (if any) of the Land and Improvements are acceptable, or in the event that no advice is timely received by Seller, then title to the survey of the Land and Improvements shall be deemed merchantable and acceptable to Buyer, except for matters which may appear of record after the effective date of the title commitment. In the event that Buyer timely advises Seller, in writing, of one or more title deficiencies, then Seller shall have five (5) days from receipt of such notice to advise Buyer, in writing, whether Seller will correct the title deficiencies by the Closing or terminate this Agreement. If Seller does not timely respond, or advises Buyer in writing that Seller will not correct the title deficiencies, then Buyer may, at its option, terminate this Agreement within the time period of the Inspection Period and in the manner provided for termination under Section 4.2(b) of this Agreement. If Seller has agreed to remove or cure title deficiencies, and if Seller, by not later than five (5) days prior to Closing, fails to remove or cure all title deficiencies, then Buyer, at its option, may:

- (a) terminate this Agreement by giving written notice thereof to Seller and the Title Company, and neither party shall have any further rights or obligations under the Agreement, except as specifically otherwise stated therein; or
- (b) Consummate the purchase of the Property, subject to such title deficiencies.

If this Agreement terminate pursuant to this Section, then the provisions of Section 4.2(c) shall be applicable.

Notwithstanding anything to the contrary herein, the parties agree that Buyer shall have a right of title inspection during the inspection period.

SECTION 7 - CLOSING

7.1 **Escrow.** The Closing shall be accomplished by Seller's attorney and Buyer's attorney in accordance with

this Agreement at the offices of the Erie County Clerk or at a site mutually agreeable to Seller and Buyer.

7.2 **Closing Date.** The parties will close the transaction on or before Ninety (90) days from the effective date of this Agreement.

7.3 **Deposit of Documents and Money.**

(A) Not later than one (1) day before the Closing Date, Seller shall deposit into the Escrow with Seller's attorney all of the following documents:

- (1) A duly executed and acknowledged Bargain And Sale Deed With Covenants Against Grantor's Acts
- (2) A duly executed Bill of Sale and Assignment.
- (3) Any other documentation required from Seller, or reasonably requested by Buyer's attorney, as necessary to complete the Closing in accordance with the terms of this Agreement.

(B) Not later than one (1) day before the Closing, provided there is no default or notice of default under this Agreement, the Earnest Money Escrow Holder shall deposit the Earnest Money into the Escrow with the Seller's attorney.

(C) Buyer shall deposit one day before the Closing into the Escrow with Seller's attorney the following:

- (1) The Purchase Price, reduced by the Deposit, and by any credits due under this Agreement, and increased or reduced, as the case may be, by Buyers's share of the closing costs and prorations as may be required.
- (2) Any other money required from Buyer, or reasonably requested by Escrow Holder, as necessary to complete the Closing in accordance with the terms of this Agreement.

7.4 **Conditions of Closing.** Subject to the terms of this Agreement, on the Closing Date, Seller's attorney is authorized to complete the Closing, provided all of the following conditions are met:

(A) Seller's attorney holds the funds and documents called for.

(B) Seller's attorney has not received any notice that Seller or Buyer is in default of any condition which is stated in this Agreement to be a condition of Closing.

(C) All documents have been duly executed by Seller and/or Buyer, as the case may be.

(D) Title Company is in a position to issue the policy of title insurance required by this Agreement.

7.5 **Closing.**

(A) To complete the Closing, Seller's attorney shall do all of the following:

- (1) Tender the Deed.
- (2) Deliver to Buyer executed originals of the Bill of Sale.
- (3) Pay the Purchase Price, plus the Seller prorations, to Seller, by transfer to an account designated by Seller, in writing, and shall be done by wire pursuant to wire instructions furnished by Seller.

- (4) Cause Title Company to issue to Buyer the policy of title insurance required by this Agreement.
 - (5) Deliver to Buyer's attorney a receipted closing statement, together with, as soon as it is available, evidence of the wire transfer to Seller.
- (B) Prorations and charges shall be in accordance with Section 7.6.
- 7.6 Prorations and Charges.**
- (A) **Property Taxes.** Any past due Property Taxes shall be collected from Seller and paid at Closing; current Property Taxes shall be prorated as of the Closing Date based on the most current tax information available.
 - (B) **Utilities.** Seller will transfer the service for water, electricity, gas and other utility services effective as of the Closing Date. To the extent possible, Seller shall obtain readings of metered utilities on the day preceding the Closing Date, and in the event such readings are available for any utility service, there shall be no proration for that service. To the extent such utility readings are not available, water, electricity, gas and other utility payments or charges shall be prorated between Buyer and Seller as of the Closing Date on the basis of estimates from the latest available bills.
 - (C) **Operating Contracts.** Payments and charges under the Operating Contracts being assumed by Buyer shall be prorated through the Closing Date.
 - (D) **Proration Statement/Right to Adjustments.** The prorations and payments to be made at the Closing shall be made on the basis of a written pro forma settlement statement prepared by the Escrow Holder before the Closing Date and approved by Seller and Buyer in writing.
 - (E) **Escrow and Title Insurance Charges.**
 - (1) Except as specifically provided to the contrary herein, the Closing of this transaction and all costs and fees related thereto, including Buyer's attorney's fees and Escrow Holder's fees shall be charged to and paid by Buyer.
 - (2) Buyer shall pay the cost of any survey and of a standard ALTA Owner's Title Insurance Policy. If Buyer elects to obtain any endorsements in addition to the standard ALTA Owner's Title Insurance Policy, then Buyer shall pay any additional cost to obtain such endorsements.
 - (3) Seller shall be responsible for the payment of all liens and encumbrances upon the Property which are not Permitted Exceptions and which are shown on the Title Commitment and for the fees and costs necessary to effect their cancellation of record.
 - (4) Except as otherwise provided herein, Buyer and Seller shall each be responsible for their respective attorney's fees and costs.
 - (F) **Transfer Taxes.** Seller shall pay the documentary transaction fees.

SECTION 8 - ASSIGNMENT

Buyer's rights and obligations under this Agreement may be assigned to an entity that Buyer has a controlling interest in provided that the assignee assumes all obligations of this Agreement. This assignment shall not relieve Buyer of Buyer's obligations under this Agreement. Seller may assign its rights and/or delegate its duties under this Agreement without the consent of Buyer at any time and for any purpose. Subject to the provisions of this Section, this Agreement shall inure to the benefit of and be binding upon the parties and their successors, heirs and assigns.

SECTION 9 - BROKERS

At closing, Seller agrees to pay Hunt Commercial Real Estate Corporation of New York a brokerage fee.

SECTION 10 - NOTICES

All notices and other communications required or permitted under this Agreement shall be in writing and shall be delivered, with all postage or delivery charges prepaid. Notices shall be directed to the following addresses:

SELLER:

AMIGONE VENTURES, LP
2600 Sheridan Drive
Tomawanda, NY 14150

With an information copy to:

NICHOLAS P. AMIGONE III
1300 MAIN PLACE TOWER
BUFFALO, NY 14202

BUYER:

MICHAEL H. WEISSER
20155 NE 38 Court, Suite 201
Aventura, FL 33180
mhwmike@gmail.com

With an Information copy to:

Justin P. Weisser
20155 NE 38 Court, Suite 201
Aventura, FL 33180
justinweis@aol.com

By signing below and delivering to each other counterpart copies of this Agreement, Seller and Buyer enter into this Agreement effective as of the date first above written.

SELLER: AMIGONE VENTURES, LP

BY *Anthony P. Amigone Sr.*
ANTHONY P. AMIGONE SR.

BUYER: *[Signature]*
BY *[Signature]*
MICHAEL H. WEISSER

require Tenant to make structural repairs or alterations unless Tenant has by its manner of use of the demised premises or method of operation therein, violated any such laws, ordinances, orders, rules, regulations or requirements with respect thereto. Tenant shall not do or permit any act or thing to be done in or to the demised premises which is contrary to law, or which will invalidate or be in conflict with public liability, fire or other policies of insurance at any time carried by or for the benefit of Owner. Tenant shall pay all costs, expenses, fines, penalties or damages, which may be imposed upon Owner by reason of Tenant's failure to comply with the provisions of this article. If the fire insurance rate shall, at the beginning of the lease, or at any time thereafter, be higher than it otherwise would be, then Tenant shall reimburse Owner, as additional rent hereunder, for that portion of all fire insurance premiums thereafter paid by Owner which shall have been charged because of such failure by Tenant, to comply with the terms of this article. In any action or proceeding wherein Owner and Tenant are parties, a schedule or "make-up" of rate for the building or the demised premises issued by a body making fire insurance rates applicable to said demised premises shall be conclusive evidence of the facts therein stated and of the several items and changes in the fire insurance rate then applicable to said demised premises.

Subordination: 7. This lease is subject and subordinate to all ground or underlying leases and to all mortgages which may now or hereafter affect such leases or the real property of which the demised premises are a part, and to all renewals, modifications, consolidations, replacements and extensions of any such underlying leases and mortgages. This clause shall be self-operative and no further instrument of subordination shall be required by any ground or underlying lessor or by any mortgagee, affecting any lease or the real property of which the demised premises are a part. In confirmation of such subordination, Tenant shall from time to time execute promptly any certificate that Owner may request.

Tenant's Liability Insurance Property Loss, Damage, Indemnity: 8. Owner or its agents shall not be liable for any damage to property of Tenant or of others entrusted to employees of the building, nor for loss of, or damage to, any property of Tenant by theft or otherwise, nor for any injury or damage to persons or property resulting from any cause of whatsoever nature, unless caused by or due to the negligence of Owner, its agents, servants or employees. Owner or its agents will not be liable for any such damage caused by other tenants or persons in, upon or about said building, or caused by operations in construction of any private, public or quasi-public work. Tenant agrees, as Tenant's sole cost and expense, to maintain general public liability insurance in standard form in favor of Owner and Tenant against claims for bodily injury or death or property damage occurring in or upon the demised premises, effective from the date Tenant enters into possession of the demised premises and during the term of this lease. Such insurance shall be in an amount and with carriers acceptable to the Owner. Such policy or policies shall be delivered to the Owner. On Tenant's default in obtaining or delivering any such policy or policies or failure to pay the charges therefor, Owner may secure or pay the charges for any such policy or policies and charge the Tenant as additional rent therefor. Tenant shall indemnify and save harmless Owner against and from all liabilities, obligations, damages, penalties, claims, costs and expenses, for which Owner shall not be reimbursed by insurance, including for which Owner shall not be reimbursed as a result of any reasonable attorneys' fees, paid, suffered or incurred as a result of any breach by Tenant, Tenant's agent, contractors, employees, invitees, or licensees, of any covenant or condition of this lease, or the carelessness, negligence or improper conduct of the Tenant, Tenant's agents, contractors, employees, invitees or licensees. Tenant's liability under this lease extends to the acts and omissions of any subtenant, and any agent, contractor, employee, invitee or licensee of any subtenant. In case any action or proceeding is brought against Owner by reason of any such claim, Tenant, upon written notice from Owner, will, at Tenant's expense, resist or defend such action or proceeding by counsel approved by Owner in writing, such approval not to be unreasonably withheld.

Destruction, Fire, and Other Casualty: 9. (a) If the demised premises in any part thereof shall be damaged by fire or other casualty, Tenant shall give immediate notice thereof to Owner and this lease shall continue in full force and effect except as hereinafter set forth. (b) If the demised premises are partially damaged or rendered partially unusable by fire or other casualty, the damages thereon shall be repaired by and at the expense of Owner, and the rent and other items of additional rent, until such repair shall be substantially completed, shall be apportioned from the day following the casualty according to the part of the demised premises which is usable. (c) If the demised premises are totally damaged or rendered wholly unusable by fire or other casualty, then the rent and other items of additional rent as hereinafter expressly provided shall be proportionately paid up to the time of the casualty and thereafter shall cease until the date when the demised premises shall have been repaired and restored by Owner (or sooner reoccupied in part by Tenant then rent shall be apportioned as provided in subsection (b) above), subject to Owner's right to elect not to restore the same as hereinafter provided. (d) If the demised premises are rendered wholly unusable or (whether or not the demised premises are damaged in whole or in part) if the building shall be so damaged that Owner shall decide to demolish it or to rebuild it, then, in any of such events, Owner may elect to terminate this lease by written notice to Tenant given within 90 days after such fire or casualty, whichever is sooner, specifying a date for the expiration of such notice, and upon the date specified in such notice the term of this lease shall expire as fully and completely as if such date were the date set forth above for the termination of this lease and Tenant shall forthwith quit, surrender and vacate the demised premises without prejudice, however, to Owner's rights and remedies against Tenant under the lease provisions in effect prior to such termination, and any rent owing shall be paid up at such date and any payments of rent made by Tenant which were on account of any period subsequent to such date shall be returned to Tenant. Unless Owner shall serve a termination notice as provided for herein, Owner shall make the repairs and restorations under the conditions of (b) and (c) hereof, with all reasonable expedition subject to delays due to adjustment of insurance claims, labor troubles and causes beyond Owner's control. After any such casualty, Tenant shall cooperate with Owner's restoration by removing from the premises as promptly as reasonably possible, all of Tenant's salvageable inventory and movable equipment, furniture, and other property. Tenant's liability for rent shall resume five (5) days after written notice from Owner that the demised premises are substan-

tially ready for Tenant's occupancy. (e) Nothing contained hereinabove shall relieve Tenant from liability that may exist as a result of damage from fire or other casualty. Notwithstanding the foregoing, including Owner's obligation to restore under subparagraph (b) above, each party shall look first to any insurance in its favor before making any claim against the other party for recovery for loss or damage resulting from fire or other casualty, and to the extent that such insurance is in force and collectible, and to the extent permitted by law, Owner and Tenant each hereby releases and waives all right of recovery with respect to subparagraphs (b), (d) and (e) above, against the other, or any one claiming through or under each of them by way of subrogation or otherwise. The release and waiver herein referred to shall be deemed to include any loss or damage to the demised premises and/or to any personal property, equipment, trade fixtures, goods and merchandise located therein. The foregoing release and waiver shall be in force only if both releasors' insurance policies contain a clause providing that such a release or waiver shall not invalidate the insurance. Tenant acknowledges that Owner will not carry insurance on Tenant's furniture and/or furnishings or any fixtures or equipment, improvements, or appurtenances removable by Tenant, and agrees that Owner will not be obligated to repair any damage thereto or replace the same. (f) Tenant hereby waives the provisions of Section 227 of the Real Property Law and agrees that the provisions of this article shall govern and control in lieu thereof.

Eminent Domain: 10. If the whole or any part of the demised premises shall be required or condemned by Eminent Domain for any public or quasi-public use or purpose, then and in that event, the term of this lease shall cease and terminate from the date of title vesting in such proceeding, and Tenant shall have no claim for the value of any unexpired term of said lease. Tenant shall have the right to make an independent claim to the condemning authority for the value of Tenant's moving expenses and personal property, trade fixtures and equipment, provided Tenant is entitled pursuant to the terms of the lease to remove such property, trade fixtures and equipment at the end of the term, and provided further such claim does not reduce Owner's award.

Assignment, Mortgage, Etc.: 11. Tenant, for itself, its heirs, distributees, executors, administrators, legal representatives, successors and assigns expressly covenants that it shall not assign, mortgage or encumber this agreement, nor underlet, or suffer or permit the demised premises in any part thereof to be used by others, without the prior written consent of Owner in each instance. Transfer of the majority of the stock of a corporate tenant or the majority partnership interest of a partnership tenant shall be deemed an assignment. If this lease be assigned, or if the demised premises in any part thereof be underlet or occupied by anybody other than Tenant, Owner may, after default by Tenant, collect rent from the assignee, under-tenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, underletting, occupancy or collection shall be deemed a waiver of the covenant, or the acceptance of the assignee, under-tenant or occupant as tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained. The consent by Owner to an assignment or underletting shall not in any wise be construed to relieve Tenant from obtaining the express consent in writing of Owner to any further assignment or underletting.

Electric Current: 12. Rates and conditions in respect to submetering or rent inclusion, as the case may be, to be added in RIDER attached hereto. Tenant covenants and agrees that at all times its use of electric current shall not exceed the capacity of existing feeders to the building or the risers or wiring installation, and Tenant may not use any electrical equipment which, in Owner's opinion, reasonably exercised, will overload such installations or interfere with the use thereof by other tenants of the building. The change at any time of the character of electric service shall in no wise make Owner liable or responsible to Tenant, for any loss, damages or expenses which Tenant may sustain.

Access to Premises: 13. Owner or Owner's agents shall have the right (but shall not be obligated) to enter the demised premises in any emergency at any time, and, at other reasonable times, to examine the same and to make such repairs, replacements and improvements as Owner may deem necessary and reasonably desirable to any portion of the building or which Owner may elect to perform, in the demised premises, following Tenant's failure to make repairs or perform any work which Tenant is obligated to perform under this lease, or for the purpose of complying with laws, regulations and other directions of governmental authorities. Tenant shall permit Owner to use and maintain and replace pipes and conduits in and through the demised premises and to erect new pipes and conduits therein, provided they are concealed within the progress of any work in the demised premises. Owner may, during the progress of any work in the demised premises, take all necessary materials and equipment into said premises without the same constituting an eviction, nor shall the Tenant be entitled to any abatement of rent while such work is in progress, nor to any damages by reason of loss or interruption of business or otherwise. Throughout the term hereof Owner shall have the right to enter the demised premises at reasonable hours for the purpose of showing the same to prospective purchasers or mortgagees of the building, and during the last six months of the term for the purpose of showing the same to prospective tenants, and may, during said six months period, place upon the demised premises the usual notice "To Let" and "For Sale", which notices Tenant shall permit to remain thereon without objection. If Tenant is not present to open and permit an entry into the demised premises, Owner or Owner's agents may enter the same whenever such entry may be necessary or permissible, by master key or forcibly, and such entry shall not render Owner or its agents liable therefor, nor in any event shall the obligations of Tenant hereunder be affected. If during the last month of the term Tenant shall have removed all or substantially all of Tenant's property therefrom, Owner may immediately enter, alter, renovate or reoccupate the demised premises without limitation or abatement of rent, or incurring liability to Tenant for any compensation, and such act shall have no effect on this lease or Tenant's obligations hereunder. Owner shall have the right at any time, without the same constituting an eviction and without incurring liability to Tenant therefor, to change the arrangement and/or location of public entrances, passageways, doors, doorways, corridors, elevators, stairs, toilets, or other public parts of the building, and to change the name, number or designation by which the building may be known.

RIDER Rider to be added if necessary.

Vault, Vault Space, Area: 14. No vault, vault space or area, whether or not enclosed or covered, nor within the property line of the building, is leased hereunder, anything contained in or indicated on any sketch, blue print or plan, or anything contained elsewhere in this lease in the contrary notwithstanding. Owner makes no representation as to the location of the property line of the building. All vaults and vault space and all such areas not within the property line of the building, which Tenant may be permitted to use and/or occupy, is to be used and/or occupied under a revocable license, and if any such license be revoked, or if the amount of such space in area be diminished in required by any federal, state or municipal authority or public utility, Owner shall not be subject to any liability, nor shall Tenant be entitled to any compensation or diminution or abatement of rent, nor shall such revocation, diminution or requisition be deemed constructive or actual eviction. Any tax, fee or charge of municipal authorities for such vault or area shall be paid by Tenant.

Occupancy: 15. Tenant will not at any time use or occupy the demised premises in violation of Articles 2 or 37 hereof, or of the certificate of occupancy issued for the building in which the demised premises are a part. Tenant has inspected the demised premises and accepts them "as-is", subject to the orders annexed herein with respect to Owner's work, if any. In any event, Owner makes no representation as to the condition of the demised premises, and Tenant agrees to accept the same subject to violations, whether or not of record.

Bankruptcy: 16. (a) Anything elsewhere in this lease to the contrary notwithstanding, this lease may be cancelled by Landlord by the sending of a written notice to Tenant within a reasonable time after the happening of any one or more of the following events: (1) the commencement of a case in bankruptcy or under the laws of any state naming Tenant as the debtor; or (2) the making by Tenant of an assignment or any other arrangement for the benefit of creditors under any state statute. Neither Tenant nor any person claiming through or under Tenant, or by reason of any statute or order of court, shall thereafter be entitled to possession of the premises demised but shall forthwith quit and surrender the demised premises. If this lease shall be assigned in accordance with its terms, the provisions of this Article 16 shall be applicable only to the party then owning Tenant's interest in this lease.

(b) It is stipulated and agreed that in the event of the termination of this lease pursuant to (a) hereof, Owner shall forthwith, notwithstanding any other provisions of this lease to the contrary, be entitled to recover from Tenant, as and for liquidated damages, an amount equal to the difference between the rent reserved hereunder for the unexpired portion of the term demised and the fair and reasonable rental value of the demised premises for the same period. In the computation of such damages the difference between any installment of rent becoming due hereunder after the date of termination and the fair and reasonable rental value of the demised premises for the period for which such installment was payable shall be discounted to the date of termination at the rate of four percent (4%) per annum. If the demised premises, or any part thereof, be re-let by the Owner for the unexpired term of said lease, or any part thereof, before presentation of proof of such liquidated damages to any court, commission or tribunal, the amount of rent reserved upon such re-letting shall be deemed to be the fair and reasonable rental value for the part or the whole of the demised premises so re-let during the term of the re-letting. Nothing herein contained shall limit or prejudice the right of the Owner to prove for and obtain as liquidated damages, by reason of such termination, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, such damages are to be proved, whether or not such amount be greater, equal to, or less than the amount of the difference referred to above.

Default: 17. (1) If Tenant defaults in fulfilling any of the covenants of this lease other than the covenants for the payment of rent in additional rent; or if the demised premises become vacant or deserted; or if any execution in attachment shall be issued against Tenant or any of Tenant's property, whereupon the demised premises shall be taken or occupied by someone other than Tenant; or if this lease be rejected under Section 365 of Title 11 of the U.S. Code (Bankruptcy Code); or if Tenant shall fail to move into or take possession of the demised premises within thirty (30) days after the commencement of the term of this lease, of which fact Owner shall be the sole judge; then, in any one or more of such events, upon Owner serving a written fifteen (15) days notice upon Tenant specifying the nature of said default, and upon the expiration of said fifteen (15) days, if Tenant shall have failed to comply with or remedy such default, or if the said default is otherwise complained of shall be of a nature that the same cannot be completely cured or remedied within said fifteen (15) day period, and if Tenant shall not have diligently commenced curing such default within such fifteen (15) day period, and shall not thereafter with reasonable diligence and in good faith proceed to remedy in cure such default, then Owner may serve a written five (5) days notice of cancellation of this lease upon Tenant, and upon the expiration of said five (5) days, this lease and the term thereunder shall end and expire as fully and completely as if the expiration of such five (5) day period were the day herein definitely fixed for the end and expiration of this lease and the term thereof and Tenant shall then quit and surrender the demised premises to Owner, but Tenant shall remain liable as hereinafter provided.

(2) If the notice provided for in (1) hereof shall have been given, and the term shall expire as aforesaid; or if Tenant shall make default in the payment of the rent reserved herein, or any item of additional rent herein mentioned, in any part of either, or in making any other payment herein required, then, and in any of such events, Owner may without notice, re-enter the demised premises either by force or otherwise, and dispossess Tenant by summary proceedings or otherwise, and the legal representative of Tenant or other occupant of the demised premises, and remove their effects and hold the demised premises as if this lease had not been made, and Tenant hereby waives the service of notice of intention to re-enter or to institute legal proceedings to that end.

Remedies of Owner and Waiver of Redemption: 18. In case of any such default, re-entry, expiration and/or dispossession by summary proceedings or otherwise, (a) the rent, and additional rent, shall become due thereupon and be paid up to the time of such re-entry, dispossession and/or expiration, (b) Owner may re-let the demised premises or any part or parts thereof, either in

the name of Owner or otherwise, for a term or terms, which may at Owner's option be less than or exceed the period which would otherwise have constituted the balance of the term of this lease, and may grant expressions or free tenet or charge a higher rental than that in this lease, and/or (c) Tenant or the legal representatives of Tenant shall also pay Owner, as liquidated damages, for the failure of Tenant to observe and perform said Tenant's covenants herein contained, any deficiency between the rent hereby reserved and/or covenanted to be paid and the net amount, if any, of the rents collected on account of the subsequent lease or leases of the demised premises for each month of the period which would otherwise have constituted the balance of the term of this lease. The failure of Owner to re-let the demised premises or any part or parts thereof shall not release in affect Tenant's liability for damages. In computing such liquidated damages there shall be added to the said deficiency such expenses as Owner may incur in connection with re-letting, such as legal expenses, reasonable attorneys' fees, brokerage, advertising and for keeping the demised premises in good order, or for preparing the same for re-letting. Any such liquidated damages shall be paid in monthly installments by Tenant on the rent day specified in this lease. Owner, in putting the demised premises in good order or preparing the same for re-rental may, at Owner's option, make such alterations, repairs, replacements, and/or decorations in the demised premises as Owner, in Owner's sole judgement, considers advisable and necessary for the purpose of re-letting the demised premises, and the making of such alterations, repairs, replacements, and/or decorations shall not operate or be construed to release Tenant from liability. Owner shall in no event be liable, in any way whatsoever, for failure to re-let the demised premises, or in the event that the demised premises are re-let, for failure to collect the rent thereof under such re-letting, and in no event shall Tenant be entitled to receive any excess, if any, of such net rent collected over the sums payable by Tenant to Owner hereunder. In the event of a breach or threatened breach by Tenant of any of the covenants or provisions hereof, Owner shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings and other remedies were not herein provided for. Mention in this lease of any particular remedy, shall not preclude Owner from any other remedy, in law or in equity. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws.

Fines and Expenses: 19. If Tenant shall default in the observance or performance of any term or covenant on Tenant's part to be observed or performed under, or by virtue of, any of the terms or provisions in any article of this lease, after notice if required, and upon expiration of any applicable grace period if any, (except in an emergency), then, unless otherwise provided elsewhere in this lease, Owner may immediately, or at any time thereafter, and without notice, perform the obligation of Tenant thereunder, and if Owner, in connection therewith or in connection with any default by Tenant in the covenant to pay rent hereunder, makes any expenditures or incurs any obligations for the payment of money, including but not limited to reasonable attorney's fees, in instituting, prosecuting or defending any actions or proceedings, and prevails in any such action or proceeding, such sums so paid or obligations incurred with interest and costs shall be deemed to be additional rent hereunder and shall be paid by Tenant to Owner within ten (10) days of rendition of any bill or statement to Tenant therefor, and if Tenant's lease term shall have expired at the time of making of such expenditures or incurring of such obligations, such sums shall be recoverable by Owner as damages.

No Representations by Owner: 20. Neither Owner nor Owner's agent have made any representations in promises with respect to the physical condition of the building, the land upon which it is erected or the demised premises, the rents, leases, expenses of operation, or any other matter or thing affecting or related to the demised premises, except as herein expressly set forth, and no rights, easements or licenses are acquired by Tenant by implication or otherwise, except as expressly set forth in the provisions of this lease. Tenant has inspected the building and the demised premises and is thoroughly acquainted with their condition, and agrees to take the same "as-is", and acknowledges that the taking of possession of the demised premises by Tenant shall be conclusive evidence that the said premises and the building of which the same form a part were in good and satisfactory condition at the time such possession was so taken, except as to latent defects. All understandings and agreements heretofore made between the parties hereto are merged in this contract, which alone fully and completely expresses the agreement between Owner and Tenant, and any executory agreement heretofore made shall be ineffective to change, modify, discharge or effect an abandonment of it in whole or in part, unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge or abandonment is sought.

End of Term: 21. Upon the expiration or other termination of the term of this lease, Tenant shall quit and surrender to Owner the demised premises, "in clean", in good order and condition, ordinary wear excepted, and Tenant shall remove all its property. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of this lease. If the last day of the term of this lease or any renewal thereof, falls on Sunday, this lease shall expire at noon on the preceding Saturday, unless it be a legal holiday, in which case it shall expire at noon on the preceding business day.

Quiet Enjoyment: 22. Owner covenants and agrees with Tenant that upon Tenant paying the rent and additional rent and observing and performing all the terms, covenants and conditions, on Tenant's part to be observed and performed, Tenant may peaceably and quietly enjoy the premises hereby demised, subject, nevertheless, to the terms and conditions of this lease including, but not limited to, Article 33 hereof and to the ground leases, underlying leases and mortgages heretofore mentioned.

Failure to Give Possession: 23. If Owner is unable to give possession of the demised premises on the date of the commencement of the term hereof, because of the building over or retention of possession of any tenant, undertenant or occupants, in if the demised premises are located in a building being constructed, because such building has not been sufficiently completed

to make the demised premises ready for occupancy, or because of the fact that a certificate of occupancy has not been procured, or for any other reason, Owner shall not be subject to any liability for failure to give possession on said date and the validity of the lease shall not be impaired under such circumstances, nor shall the same be construed in any wise to extend the term of this lease, but the rent payable hereunder shall be abated (provided Tenant is not responsible for the inability to obtain possession or complete construction) until after Owner shall have given Tenant written notice that the Owner is able to deliver possession in the condition required by this lease. If permission is given to Tenant to enter into the possession of the demised premises or to occupy premises other than the demised premises prior to the date specified as the commencement of the term of this lease, Tenant covenants and agrees that such possession and/or occupancy shall be deemed to be under all the terms, covenants, conditions and provisions of this lease, except the obligation to pay the fixed annual rent set forth in page one of this lease. The provisions of this article are intended to constitute "an express provision to the contrary" within the meaning of Section 223-a of the New York Real Property Law.

No Waiver: 24. The failure of Owner to seek redress for violation of, or to insist upon the strict performance of any covenant or condition of this lease or of any of the Rules or Regulations set forth or hereafter adopted by Owner, shall not prevent a subsequent act which would have originally constituted a violation from having all the force and effect of an original violation. The receipt by Owner of rent and/or additional rent with knowledge of the breach of any covenant of this lease shall not be deemed a waiver of such breach, and no provision of this lease shall be deemed to have been waived by Owner unless such waiver be in writing signed by Owner. No payment by Tenant or receipt by Owner of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement of any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Owner may accept such check or payment without prejudice to Owner's right to recover the balance of such rent or pursue any other remedy in this lease provided. No act or thing done by Owner or Owner's agents during the term hereby demised shall be deemed in acceptance of a surrender of the demised premises and no agreement to accept such surrender shall be valid unless in writing signed by Owner. No employee of Owner or Owner's agent shall have any power to accept the keys of the demised premises prior to the termination of the lease, and the delivery of keys to any such agent or employee shall not operate as a termination of the lease or a surrender of the demised premises.

Waiver of Trial by Jury: 25. It is mutually agreed by and between Owner and Tenant that the respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other (except in personal injury or property damage) on any matters whatsoever arising out of, or in any way connected with, this lease, the relationship of Owner and Tenant, Tenant's use or occupancy of the demised premises, and any emergency statutory or any other statutory remedy. It is further mutually agreed that in the event Owner commences any proceeding or action for possession, including a summary proceeding for possession of the demised premises, Tenant will not interpose any counterclaim of whatever nature or description in any such proceeding, including a counterclaim under Article 4, except for statutory mandatory counterclaims.

Inability to Perform: 26. This lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall in no wise be affected, impaired or excused because Owner is unable to fulfill any of its obligations under this lease, or to supply, or is delayed in supplying, any service expressly or impliedly to be supplied, or is unable to make, or is delayed in making, any repair, additions, alterations or decorations, or is unable to supply, or is delayed in supplying, any equipment, fixtures or other materials, if Owner is prevented or delayed from so doing by reason of strike or labor troubles, government preemption or restrictions, or by reason of any rule, order or regulation of any department or subdivision thereof of any government agency, or by reason of the conditions of which have been or are affected, either directly or indirectly, by war or other emergency, or when, in the judgement of Owner, temporary interruption of such services is necessary by reason of accident, mechanical breakdown, or to make repairs, alterations or improvements.

Bills and Notices: 27. Except as otherwise in this lease provided, a bill, statement, notice or communication which Owner may desire or be required to give to Tenant, shall be deemed sufficiently given or rendered if, in writing, delivered to Tenant personally or sent by registered or certified mail addressed to Tenant at the building of which the demised premises form a part, or at the last known residence address or business address of Tenant, or left at any of the aforesaid premises addressed to Tenant, and the time of the rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is delivered to Tenant, mailed, or left at the premises as herein provided. Any notice by Tenant to Owner must be served by registered or certified mail addressed to Owner at the address first hereinabove given or at such other address as Owner shall designate by written notice.

Water Charges: 28. If Tenant requires, uses or consumes water for any purpose in addition to ordinary lavatory purposes (of which fact Tenant constitutes Owner to be the sole judge) Owner may install a water meter and thereby measure Tenant's water consumption for all purposes. Tenant shall pay Owner for the cost of the meter and the cost of the installation thereof, and throughout the duration of Tenant's occupancy Tenant shall keep said meter and installation equipment in good working order and repair at Tenant's own cost and expense. Tenant agrees to pay for water consumed, as shown on said meter, as and when bills are rendered. Tenant covenants and agrees to pay the sewer rent, charge or any other tax, rent, levy or charge which now or hereafter is assessed, imposed or a lien upon the demised premises or the realty of which they are part pursuant to law, order or regulation made or issued in connection with the use, consumption, maintenance or supply of water, water system or sewage or sewage connection or system. The bill rendered by Owner

 Space to be filled in or deleted.

shall be payable by Tenant as additional rent. If the building or the demised premises, or any part thereof, be supplied with water through a meter through which water is also supplied to other premises, Tenant shall pay to Owner as additional rent, on the first day of each month, $\$$ _____ of the total meter charges, as Tenant's portion. Independently of, and in addition to, any of the remedies reserved to Owner hereinabove or elsewhere in this lease, Owner may sue for and collect any monies to be paid by Tenant or paid by Owner for any of the reasons or purposes hereinabove set forth.

Sprinklers: 29. Anything elsewhere in this lease to the contrary notwithstanding, if the New York Board of Fire Underwriters or the Insurance Services Office, or any bureau, department or official of the federal, state or city government, require or recommend the installation of a sprinkler system or that any changes, modifications, alterations, or additional sprinkler heads or other equipment be made or supplied in an existing sprinkler system by reason of Tenant's business, or the location of partitions, trade fixtures, or other contents of the demised premises, or for any other reason, or if any such sprinkler system installations, changes, modifications, alterations, additional sprinkler heads or other such equipment, become necessary to prevent the imposition of a penalty or charge against the full allowance for a sprinkler system in the fire insurance rate set by any said Exchange or by any fire insurance company, Tenant shall, at Tenant's expense, promptly make such sprinkler system installations, changes, modifications, alterations, and supply additional sprinkler heads or other equipment as required, whether the work involved shall be structural or non-structural in nature. Tenant shall pay to Owner as additional rent the sum of $\$$ _____ on the first day of each month during the term of this lease, as Tenant's portion of the contract price for sprinkler supervisory service.

Elevator, Heat, Cooling: 30. As long as Tenant is not in default under any of the covenants of this lease beyond the applicable grace period provided in this lease for the curing of such defaults, Owner shall, and insofar as existing facilities permit, furnish heat to the demised premises, when and as required by law, on business days from 8:00 a.m. to 6:00 p.m., and on Saturdays from 8:00 a.m. to 1:00 p.m. Tenant shall at Tenant's expense, keep the demised premises clean and in order, to the satisfaction to Owner, and if the demised premises are situated on the street floor, Tenant shall, at Tenant's own expense, make all repairs and replacements to the sidewalks and curbs adjacent thereto, and keep said sidewalks and curbs free from snow, ice, dirt and rubbish. Tenant shall pay to Owner the cost of removal of any of Tenant's refuse and rubbish from the building. Bills for the same shall be rendered by Owner to Tenant at such times as Owner may elect, and shall be due and payable when rendered, and the amount of such bills shall be deemed to be, and be paid as, additional rent. Tenant shall, however, have the option of independently contracting for the removal of such rubbish and refuse in the event that Tenant does not wish to have same done by employees of Owner. Under such circumstances, however, the removal of such refuse and rubbish by others shall be subject to such rules and regulations as, in the judgment of Owner, are necessary for the proper operation of the building.

Security: 31. Tenant has deposited with Owner the sum of $\$$ _____ as security for the faithful performance and observance by Tenant of the terms, provisions and conditions of this lease; it is agreed that in the event Tenant defaults in respect of any of the terms, provisions and conditions of this lease, including, but not limited to, the payment of rent and additional rent, Owner may use, apply or retain the whole or any part of the security so deposited to the extent required for the payment of any rent and additional rent, or any other sum as to which Tenant is in default, or for any sum which Owner may expend or may be required to expend by reason of Tenant's default in respect of any of the terms, covenants and conditions of this lease, including but not limited to, any damages or deficiency in the re-letting of the demised premises, whether such damages or deficiency accrued before or after summary proceedings or other re-entry by Owner. In the event that Tenant shall fully and faithfully comply with all of the terms, provisions, covenants and conditions of this lease, the security shall be returned to Tenant after the date fixed as the end of the lease and after delivery of entire possession of the demised premises to Owner. In the event of a sale of the land and building or leasing of the building, of which the demised premises form a part, Owner shall have the right to transfer the security to the vendee or lessee and Owner shall thereupon be released by Tenant from all liability for the return of such security, and Tenant agrees to look to the new Owner solely for the return of said security; and it is agreed that the provisions hereof shall apply to every transfer or assignment made of the security in a new Owner. Tenant further covenants that it will not assign or encumber or attempt to assign or encumber the monies deposited herein as security, and that neither Owner nor its successors or assigns shall be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance.

Captions: 32. The Captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this lease nor the intent of any provision thereof.

Definitions: 33. The term "Owner" as used in this lease means only the Owner, or the mortgagee in possession, for the time being of the land and building (or the Owner of a lease of the building or of the land and building) of which the demised premises form a part, so that in the event of any sale or sales of said land and building or of said lease, or in the event of a lease of said building, or of the land and building, the said Owner shall be and hereby is entirely freed and relieved of all covenants and obligations of Owner hereunder, and it shall be deemed and construed without further agreement between the parties of their successors in interest, or between the parties and the purchaser, at any such sale, or the said lessee of the building, or of the land and building, that the purchaser or the lessee of the building has assumed and agreed to carry out any and all covenants and obligations of Owner hereunder. The words "re-entry" and "re-entry" as used in this lease are not restricted to their technical legal meaning. The term "business days" as used in this lease shall exclude Saturdays, Sundays and all days designated as holidays by the applicable building service union employees service contract or by the applicable Operating

Engineers contract with respect to HVAC service. Wherever it is expressly provided in this lease that consent shall not be unreasonably withheld, such consent shall not be unreasonably delayed.

Adjacent Excavation/Drainage: 34. If an excavation shall be made upon land adjacent to the demised premises, or shall be authorized to be made, Tenant shall afford to the person causing or authorized to cause such excavation, a license to enter upon the demised premises for the purpose of doing such work, as said person shall deem necessary, to preserve the wall or the building of which the demised premises form a part from injury or damage and to support the same by proper foundations, without any claim for damages or indemnity against Owner, or diminution or abatement of rent.

Rules and Regulations: 35. Tenant and Tenant's servants, employees, agents, visitors, and licensees shall observe faithfully, and comply strictly with the Rules and Regulations and such other and further reasonable Rules and Regulations as Owner or Owner's agents may from time to time adopt. Notice of any additional rules or regulations shall be given in such manner as Owner may elect. In case Tenant disputes the reasonableness of any additional Rule or Regulation hereafter made or adopted by Owner or Owner's agents, the parties hereto agree to submit the question of the reasonableness of such Rule or Regulation for decision to the New York office of the American Arbitration Association, whose determination shall be final and conclusive upon the parties hereto. The right to dispute the reasonableness of any additional Rule or Regulation upon Tenant's part shall be deemed waived unless the same shall be asserted by service of a notice, in writing, upon Owner, within fifteen (15) days after the giving of notice thereof. Nothing in this lease contained shall be construed to impose upon Owner any duty or obligation to enforce the Rules and Regulations or terms, covenants or conditions in any other lease, as against any other tenant, and Owner shall not be liable to Tenant for violation of the same by any other tenant, its servants, employees, agents, visitors or licensees.

Glass: 36. Owner shall replace, at the expense of Tenant, any and all plate and other glass damaged or broken from any cause whatsoever in and about the demised premises. Owner may insure, and keep insured, at Tenant's expense, all plate and other glass in the demised premises for and in the name of Owner. Bills for the premiums therefor shall be rendered by Owner to Tenant at such times as Owner may elect, and shall be due from, and payable by, Tenant when rendered, and the amount thereof shall be deemed to be, and be paid as, additional rent.

Pornographic Uses Prohibited: 37. Tenant agrees that the value of the demised premises and the reputation of the Owner will be seriously injured if the demised premises are used for any obscene or pornographic purposes or any sort of commercial sex establishment. Tenant agrees that Tenant will not bring or permit any obscene or pornographic material on the demised premises, and shall not permit or conduct any obscene, nude, or semi-nude live performances on the demised premises, nor permit use of the demised premises for nude modeling, rap sessions, or as a so called rubber goods shop, or as a sex club of any sort, or as a "massage parlor." Tenant agrees further that Tenant will not permit any of these uses by any sublessee or assignee of the demised premises. This Article shall directly bind any successors in interest to the Tenant. Tenant agrees that if at any time Tenant violates any of the provisions of this Article, such violation shall be deemed a breach of a substantial obligation of the terms of this lease and objectionable conduct. Pornographic material is defined for purposes of this Article as any written or pictorial matter with prurient appeal, or any objects of instrument that are primarily concerned with lewd or prurient sexual activity. Obscene material is defined here as it is in Penal Law §235 (9).

Estoppel Certificate: 38. Tenant, at any time, and from time to time, upon at least 10 days prior notice by Owner, shall execute, acknowledge and deliver to Owner, and/or to any other person, firm or corporation specified by Owner, a statement certifying that this lease is unmodified and in full force and effect for, if there have been modifications, that the same is in full force and effect as modified and stating the modifications, stating the dates which the rent and additional rent have been paid, and stating whether or not there exists any defaults by Owner under this lease, and, if so, specifying each such default.

Successors and Assigns: 39. The covenants, conditions and agreements contained in this lease shall bind and inure to the benefit of Owner and Tenant and their respective heirs, distributees, executors, administrators, successors, and except as otherwise provided in this lease, their assigns. Tenant shall look only to Owner's estate and interest in the land and building for the satisfaction of Tenant's remedies for the collection of a judgment (or other judicial process) against Owner in the event of any default by Owner hereunder, and no other property or assets of such Owner (or any partner, member, officer or director thereof, disclosed or undisclosed), shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under, or with respect to, this lease, the relationship of Owner and Tenant hereunder, or Tenant's use and occupancy of the demised premises.

SEE ADDENDUM TO STORE LEASE ANNEXED HERETO

In Witness Whereof, Owner and Tenant have respectively signed and sealed this lease as of the day and year first above written.

Witness for Owner:

.....
MICHAEL H. WEISSER

Witness for Tenant:

.....
EMPIRE STATE COMPASSIONATE CARE, INC.

By:
Name:
Title:

ACKNOWLEDGEMENT

STATE OF NEW YORK,

SS.:

COUNTY OF

On the _____ day of _____ in the year _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

.....
NOTARY PUBLIC

GUARANTY

The undersigned Guarantor guarantees to Owner, Owner's successors and assigns, the full performance and observance of all the agreements to be performed and observed by Tenant in the attached lease, including the "Rules and Regulations" as herein provided, without requiring any notice of nonpayment, or nonperformance, or proof, or notice of demand, to hold the undersigned responsible under this guaranty, all of which the undersigned hereby expressly waives, and expressly agrees that the legality of this agreement and the agreements of the Guarantor under this agreement, shall not be ended, or changed by reason of the claims in Owner against Tenant of any of the rights or remedies given to Owner as agreed in the attached lease. The Guarantor further agrees that this guaranty shall remain and continue in full force and effect as to any renewal, change or extension of the lease. As a further inducement to Owner to make the lease, Owner and Guarantor agree that in any action or proceeding brought by either Owner or the Guarantor against the other in any matters concerning the lease or of this guaranty, that Owner and the undersigned shall and do waive trial by jury.

Date: in the year
 Guarantor

 Witness

 Guarantor's Residence

Business Address
 Firm Name
 STATE OF NEW YORK) ss.
 COUNTY OF)

On the day of in the year before me, the undersigned, a Notary Public in and for said State, personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument

Notary

IMPORTANT - PLEASE READ

RULES AND REGULATIONS ATTACHED TO AND MADE A PART OF THIS LEASE IN ACCORDANCE WITH ARTICLE 35.

- The sidewalks, entrances, driveways, passages, courts, elevators, vestibules, stairways, corridors or halls shall not be obstructed or encumbered by any Tenant or used for any purpose other than for ingress to and egress from the demised premises and for delivery of merchandise and equipment in a prompt and efficient manner using elevators and passageways designated for such delivery by Owner. There shall not be used in any space, or in the public hall of the building, either by any tenant or by jobbers, or others in the delivery or receipt of merchandise, any hand trucks except those equipped with rubber tires and safeguards.
- If the demised premises are situated on the ground floor of the building, Tenant thereof shall further, at Tenant's expense, keep the sidewalks and curb in front of said premises clean and free from ice, snow, etc.
- The water and wash closets and plumbing fixtures shall not be used for any purposes other than those for which they were designed or constructed.
- Tenant shall not use, keep or permit to be used or kept, any fuel or noxious gas or substance in the demised premises, or permit or suffer the demised premises to be occupied or used in a manner offensive or objectionable to Owner or other occupants of the building by reason of noise, odors and/or vibrations, or interfere in any way with other tenants or those having business therein.
- No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by Tenant on any part of the outside of the demised premises or the building, or on the inside of the demised premises if the same is visible from the outside of the demised premises, without the prior written consent of Owner, except that the name of Tenant may appear on the entrance door of the demised premises. In the event of the violation of the foregoing by Tenant, Owner may remove same without any liability and may charge the expense incurred by such removal to Tenant. Signs on interior doors and directory tablet shall be inserted, painted or affixed for Tenant by Owner at the expense of Tenant, and shall be of a size, color and style acceptable to Owner.
- Tenant shall not mark, paint, drill into, or in any way deface any part of the demised premises or the building of which they form a part. No taping, caulking or strapping of wires shall be permitted, except with the prior written consent of Owner, and as Owner may direct. Tenant shall not lay linoleum, or other similar floor covering, so that the same shall come in direct contact with the floor of the demised premises, and, if linoleum or other similar floor covering is desired to be used, an interlining of builder's deadening felt shall be first affixed to the floor, by a paste or other material, soluble in water, the use of cement or other similar adhesive material being expressly prohibited.

- Freight, furniture, business equipment, merchandise and bulky matter of any description shall be delivered to and removed from the demised premises only on the freight elevators and through the service entrances and corridors, and only during hours and in a manner approved by Owner. Owner reserves the right to inspect all freight to be brought into the building and to exclude from the building all freight which violates any of these Rules and Regulations or the lease of which these Rules and Regulations are a part.
- Owner reserves the right to exclude from the building between the hours of 6 P.M. and 8 A.M. and at all hours on Sundays, and holidays all persons who do not present a pass to the building signed by Owner. Owner will furnish passes to persons for whom Tenant requests same in writing. Tenant shall be responsible for all persons for whom it requests such pass, and shall be liable to Owner for all acts of such person.
- Owner shall have the right to prohibit any advertising by Tenant which, in Owner's opinion, tends to impair the reputation of Owner or the building's desirability as a building for stores or offices, and upon written notice from Owner, Tenant shall refrain from or discontinue such advertising.
- Tenant shall not bring or permit to be brought or kept in or on the demised premises, any inflammable, combustible, or explosive, or hazardous fluid, material, chemical or substance, or cause or permit any odors of cooking or other processes, or any unusual or other objectionable odors, to permeate in or emanate from the demised premises.
- Tenant shall not place a load on any floor of the demised premises exceeding the floor load per square foot area which it was designed to carry and which is allowed by law. Owner reserves the right to prescribe the weight and position of all safes, business machines and mechanical equipment. Such installations shall be placed and maintained by Tenant at Tenant's expense in a setting sufficient in Owner's judgement to absorb and prevent vibration, noise and annoyance.
- Refuse and Trash - Tenant covenants and agrees, at its sole cost and expense, to comply with all present and future laws, orders and regulations of all state, federal, municipal and local governments, departments, commissions and boards regarding the collection, sorting, separation and recycling of waste products, garbage, refuse and trash. Tenant shall pay all costs, expenses, fines, penalties or damages that may be imposed on Owner or Tenant by reason of Tenant's failure to comply with the provisions of this Building Rule 12. Owner harmless (including reasonable legal fees and expenses) from and against any actions, claims and suits arising from such non-compliance, utilizing counsel reasonably satisfactory to Owner.

Address
 Premises

TO

STANDARD FORM OF

Store Lease

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Dated in the year

Rent Per Year

Rent Per Month

Term From To

Drawn by

Checked by

Entered by

Approved by

ADDENDUM TO STORE LEASE

THIS ADDENDUM TO STORE LEASE between Michael H. Weisser, having an address at 54 7th Avenue South, New York, New York 10014 ("Landlord" or "Owner") and Empire State Compassionate Care, Inc., having an address at 333 Earle Ovington Boulevard, Suite 1010, Uniondale, New York 11553, Attention: Anthony V. Curto, Esq. ("Tenant").

40. 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 marihuana in accordance with article 33 of the Public Health Law and agrees to provide the New York State Department of Health, Mayor Erastus Corning 2nd Tower, The Governor Nelson A. Rockefeller Empire State Plaza, Albany N.Y. 12237, with notification by certified mail of its intent to reenter the premises or to initiate dispossess proceedings or that the lease is due to expire, at least 30 days prior to the date on which the landlord intends to exercise a right or reentry or to initiate such proceedings or at least 60 days before the expiration of the lease.

41. Owner acknowledges that this lease is subject to and conditioned upon the Tenant being designated as a registered organization under the New York State Medical Marijuana Program. In the event Tenant is not so designated, Tenant shall have the right to terminate this lease, at its sole option.

IN WITNESS WHEREOF, Owner and Tenant have executed this Addendum to Store Lease as of the day and year written above.

LANDLORD:

Michael H. Weisser

TENANT:

Empire State Compassionate Care, Inc.

By: _____

Name:

Title:

STANDARD FORM OF STORE LEASE
The Real Estate Board of New York, Inc.

8/99

Agreement of Lease, made as of this 4th day of June in the year 2015, between

MICHAEL H. WEISSER, having an address at 54 7th Avenue South, New York, New York 10014,
party of the first part, hereinafter referred to as OWNER, and

EMPIRE STATE COMPASSIONATE CARE, INC., having an address at 333 Earle Ovington Blvd., Suite 1010, Uniondale
New York 11553 Attn: Anthony V. Curto, Esq. party of the second part, hereinafter referred to as TENANT.

Witnesseth: Owner hereby leases to Tenant and Tenant hereby hires from Owner

in the building known as 1931 and 1933 Kensington Avenue, Cheektowaga, New York
~~indexborough~~, ~~XXXXXXXXXX~~, for the term of Five (5) years

(or until such term shall sooner cease and expire as hereinafter provided) to commence on the
1st day of August in the year 2015, and to end on the
31st day of July in the year 2020, and
both dates inclusive, at an annual rental rate of \$96,000.00 with four percent (4%) annual increases during the term

which Tenant agrees to pay in lawful money of the United States which shall be legal tender in payment of all debts and
dues, public and private, at the time of payment, in equal monthly installments in advance on the first day of each month
during said term, at the office of Owner or such other place as Owner may designate, without any set off or deduction
whatsoever, except that Tenant shall pay the first monthly installment(s) on the execution hereof (unless this lease
be a renewal).

In the event that, at the commencement of the term of this lease, or thereafter, Tenant shall be in default in the
payment of rent to Owner pursuant to the terms of another lease with Owner or with Owner's predecessor in interest, Owner
may at Owner's option and without notice to Tenant add the amount of such arrears to any monthly installment of rent payable
hereunder and the same shall be payable to Owner as additional rent.

The parties hereto, for themselves, their heirs, distributees, executors, administrators, legal representatives,
successors and assigns, hereby covenant as follows:
Rent: 1. Tenant shall pay the rent as above and as hereinafter provided.
Occupancy: 2. Tenant shall use and occupy the demised premises for the dispensing of medical marijuana in accordance
with Article 33 of the Public Health Law

and for no other purpose. Tenant shall at all times conduct its business in a high grade and reputable manner, shall not violate Article 37
hereof, and shall keep show windows and signs in a neat and clean condition

Alterations: 3. Tenant shall make no changes in or to the demised premises of any nature without Owner's
prior written consent. Subject to the prior written consent of Owner, and to the provisions of this article, Tenant, at Tenant's expense, may make
alterations, installations, additions or improvements which are non-structural and which do not affect utility services or plumbing and electrical
lines, in or to the interior of the demised premises by using contractors or mechanics first approved in each instance by Owner. Tenant shall, before
making any alterations, additions, installations or improvements, at its expense, obtain all permits, approvals and certificates required by any
governmental or quasi-governmental bodies and (upon completion) certificates of final approval thereof, and shall deliver promptly duplicates
of all such permits, approvals and certificates to Owner, and Tenant agrees to carry, and will cause Tenant's contractors and sub-contractors to carry,
such worker's compensation, general liability, personal and property damage insurance as Owner may require. If any mechanic's lien is filed
against the demised premises, or the building of which the same forms a part, for work claimed to have been done for, or materials furnished to,
Tenant, whether or not done pursuant to this article, the same shall be discharged by Tenant within 30 days thereafter, at Tenant's expense, by
payment or filing a bond as permitted by law. All fixtures and all paneling,
partitions, railings and like installations, installed in the demised premises
in any time, either by Tenant or by Owner on Tenant's behalf, shall, upon
expiration of the term of this lease, become the property of Owner and shall remain upon and be
surrendered with the demised premises unless Owner, by notice to Tenant
no later than twenty days prior to the date fixed as the termination of this
lease, elects to relinquish Owner's rights thereto and to have them removed
by Tenant, in which event, the same shall be removed from the demised
premises by Tenant prior to the expiration of the lease, at Tenant's expense.
Nothing in this article shall be construed to give Owner title to, or to prevent
Tenant's removal of, trade fixtures, moveable office furniture and
equipment, but upon removal of same from the demised premises or upon
removal of other installations as may be required by Owner, Tenant shall
immediately and at its expense, repair and restore the demised premises to
the condition existing prior to any such installations, and repair any damage
in the demised premises or the building due to such removal. All property
permitted or required to be removed by Tenant at the end of the term
remaining in the demised premises after Tenant's removal shall be deemed
abandoned and may, at the election of Owner, either be retained as Owner's
property or may be removed from the demised premises by Owner at
Tenant's expense.

and condition, at Tenant's own cost and expense, and shall cause the same
to be covered by the insurance provided for hereafter in Article 8. Tenant
shall, throughout the term of this lease, take good care of the demised
premises and the fixtures and appurtenances therein, and the sidewalks
adjacent thereto, and at its sole cost and expense, make all non-structural
repairs thereto as and when needed to preserve them in good working order
and condition, reasonable wear and tear, obsolescence and damage from
the elements, fire or other casualty, excepted. If the demised premises be
or become infested with vermin, Tenant shall at Tenant's expense, cause
the same to be exterminated from time to time to the satisfaction of Owner.
Except as specifically provided in Article 9 or elsewhere in this lease, there
shall be no allowance to the Tenant for the diminution of rental value and
no liability on the part of Owner by reason of inconvenience, annoyance
or injury to business arising from Owner, Tenant or others, making or
failing to make any repairs, alterations, additions or improvements in or
to any portion of the building, including the erection or operation of any
crane, derrick or sidewalk shed, or in or in the demised premises or the
fixtures, appurtenances or equipment thereof. It is specifically agreed that
Tenant shall be not entitled to any set off or reduction of rent by reason of
any failure of Owner to comply with the covenants of this or any other article
of this lease. Tenant agrees that Tenant's sole remedy at law in such instance
will be by way of an action for damages for breach of contract. The
provisions of this Article 4 with respect to the making of repairs shall not
apply in the case of fire or other casualty which are dealt with in Article
9 hereof

Window Cleaning: 5. Tenant will not clean nor require, permit, suffer
or allow any window in the demised premises to be
cleaned from the outside in violation of Section 202
of the New York State Labor Law or any other applicable law or of the
Rules of the Board of Standards and Appeals, or of any other Board or
body having or asserting jurisdiction.

Requirements of Law, Fire Insurance: 6. Prior to the commencement of the lease term,
if Tenant is then in possession, and at all times
thereafter, Tenant, at Tenant's sole cost and
expense, shall comply with all present and
future laws, orders and regulations of all state, federal, municipal and
local governments, departments, commissions and boards and any
direction of any public officer pursuant to law, and all orders, rules and
regulations of the New York Board of Fire Underwriters or the
Insurance Services Office, or any similar body which shall impose any
violation, order or duty upon Owner or Tenant with respect to the demised
premises, and with respect to the portion of the sidewalk adjacent to the
demised premises, if the demised premises are on the street level, whether
or not arising out of Tenant's use or manner of use thereof, or with respect
to the building, if arising out of Tenant's use or manner of use of the
demised premises or the building (including the use permitted under the
lease). Except as provided in Article 9 hereof, nothing herein shall

Repairs: 4. Owner shall maintain and repair the public
portions of the building, both exterior and interior,
except that if Owner allows Tenant to erect on the outside of the building
a sign or signs, or a hoist, lift or sidewalk elevator for the exclusive use of
Tenant, Tenant shall maintain such exterior installations in good
repairance, shall cause the same to be operated in a good and workable
manner, shall make all repairs thereto necessary to keep same in good order

require Tenant to make structural repairs or alterations unless Tenant has by its manner of use of the demised premises or method of operation therein, violated any such laws, ordinances, orders, rules, regulations or requirements with respect thereto. Tenant shall not do or permit any act or thing to be done in or to the demised premises which is contrary to law, or which will invalidate or be in conflict with public liability, fire or other policies of insurance at any time carried by or for the benefit of Owner. Tenant shall pay all costs, expenses, fines, penalties or damages, which may be imposed upon Owner by reason of Tenant's failure to comply with the provisions of this article. If the fire insurance rate shall, at the beginning of the lease, or at any time thereafter, be higher than it otherwise would be, then Tenant shall reimburse Owner, as additional rent hereunder, for that portion of all fire insurance premiums thereafter paid by Owner which shall have been charged because of such failure by Tenant, to comply with the terms of this article. In any action or proceeding wherein Owner and Tenant are parties, a schedule of "make-up" of rate for the building or the demised premises issued by a body making fire insurance rates applicable to said demised premises shall be conclusive evidence of the facts therein stated and of the several items and charges in the fire insurance rate then applicable to said demised premises.

Subordination: 7. This lease is subject and subordinate in all ground or underlying leases and to all mortgages which may now or hereafter affect such leases or the real property of which the demised premises are a part, and to all renewals, modifications, consolidations, replacements and extensions of any such underlying leases and mortgages. This clause shall be self-operative and no further instrument of subordination shall be required by any ground or underlying lessor or by any mortgagee, affecting any lease or the real property of which the demised premises are a part. In confirmation of such subordination, Tenant shall from time to time execute promptly any certificate that Owner may request.

Tenant's Liability Insurance Property Loss, Damage, Indemnity: 8. Owner or its agents shall not be liable for any damage to property of Tenant or of others entrusted to employees of the building, nor for loss of, or damage to, any property of Tenant by theft or otherwise, nor for any injury or damage to persons or property resulting from any cause of whatsoever nature, unless caused by or due to the negligence of Owner, its agents, servants or employees. Owner or its agents will not be liable for any such damage caused by other tenants or persons in, upon or about said building, or caused by operations in construction of any private, public or quasi public work. Tenant agrees, at Tenant's sole cost and expense, to maintain general public liability insurance in standard form in favor of Owner and Tenant against claims for bodily injury or death or property damage occurring in or upon the demised premises, effective from the date Tenant enters into possession of the demised premises and during the term of this lease. Such insurance shall be in an amount and with carriers acceptable to the Owner. Such policy or policies shall be delivered to the Owner. On Tenant's default in obtaining or delivering any such policy or policies or failure to pay the charges therefor, Owner may secure or pay the charges for any such policy or policies and charge the Tenant as additional rent therefor. Tenant shall indemnify and save harmless Owner against and from all liabilities, obligations, claims, damages, penalties, costs and expenses for which Owner shall not be reimbursed by insurance, including reasonable attorneys' fees, paid, suffered or incurred as a result of any breach by Tenant, Tenant's agent, contractors, employees, invitees, or licensees, of any covenant on condition of this lease, or the carelessness, negligence or improper conduct of the Tenant, Tenant's agents, contractors, employees, invitees or licensees. Tenant's liability under this lease extends to the acts and omissions of any subcontractor, in agent, contractor, employee, invitee or licensee of any subcontractor. In case any action or proceeding is brought against Owner by reason of any such claim, Tenant, upon written notice from Owner, will, at Tenant's expense, resist or defend such action or proceeding by counsel approved by Owner in writing, such approval not to be unreasonably withheld.

Destruction, Fire, and Other Casualty: 9. (a) If the demised premises or any part thereof shall be damaged by fire or other casualty, Tenant shall give immediate notice thereof to Owner and this lease shall continue in full force and effect except as hereinafter set forth. (b) If the demised premises are partially damaged or rendered partially unusable by fire or other casualty, the damages therein shall be repaired by and at the expense of Owner, and the rent and other items of additional rent, until such repair shall be substantially completed, shall be apportioned from the day following the casualty according to the part of the demised premises which is usable. (c) If the demised premises are totally damaged or rendered wholly unusable by fire or other casualty, then the rent and other items of additional rent as hereinafter expressly provided shall be proportionately paid up to the time of the casualty and thereafter shall cease until the date when the demised premises shall have been repaired and restored by Owner (or sooner reconquered by Tenant), subject then rent shall be apportioned as provided in subsection (b) above. (d) If the demised premises are damaged in whole or in part if the building shall be so damaged that Owner shall decide to demolish it or to rebuild it, then, in any of such events, Owner may elect to terminate this lease by written notice to Tenant given within 90 days after such fire or casualty or 30 days after adjustment of the insurance claim for such fire or casualty, whichever is earlier, specifying a date for the expiration of the lease, which date shall not be more than 60 days after the giving of such notice, and upon the date specified in such notice the term of this lease shall expire as fully and completely as if such date were the date set forth above for the termination of this lease and Tenant shall forthwith quit, surrender and vacate the demised premises without prejudice however, to Owner's rights and remedies against Tenant under the lease provisions in effect prior to such termination, and any rent owing shall be paid up to such date and any payments of rent made by Tenant which were not paid up to such date and any payments of rent made by Tenant to Tenant. Unless Owner shall serve a termination notice as provided for herein, Owner shall make the repairs and restorations under the conditions of (b) and (c) hereof, with all reasonable expedition subject to delays due to adjustment of insurance claims, labor troubles and causes beyond Owner's control. After any such casualty, Tenant shall cooperate with Owner's restoration by removing from the premises as promptly as reasonably possible, all of Tenant's salvageable inventory and movable equipment, furniture, and other property. Tenant's liability for rent shall resume five (5) days after written notice from Owner that the demised premises are substan-

tially ready for Tenant's occupancy. (c) Nothing contained hereinabove shall relieve Tenant from liability that may exist as a result of damage from fire or other casualty. Notwithstanding the foregoing, including Owner's obligation to restore under subparagraph (b) above, each party shall look first to any insurance in its favor before making any claim against the other party for recovery for loss or damage resulting from fire or other casualty, and to the extent that such insurance is in force and collectible, and to the extent permitted by law, Owner and Tenant each hereby releases and waives all right of recovery with respect to subparagraphs (b), (c) and (e) above, against the other, or any one claiming through or under each of them by way of subrogation or otherwise. The release and waiver herein referred to shall be deemed to include any loss or damage to the demised premises and/or to any personal property, equipment, trade fixtures, goods and merchandise located therein. The foregoing release and waiver shall be in force only if both releasors' insurance policies contain a clause providing that such a release or waiver shall not invalidate the insurance. Tenant acknowledges that Owner will carry insurance on Tenant's furniture and/or furnishings or any fixtures or equipment, improvements, or appurtenances removable by Tenant, and agrees that Owner will not be obligated to repair any damage thereto or replace the same. (f) Tenant hereby waives the provisions of Section 227 of the Real Property Law and agrees that the provisions of this article shall govern and control in lieu thereof.

Assignment, Mortgage, Etc.: 10. If the whole or any part of the demised premises shall be acquired or condemned by Eminent Domain for any public or quasi public use or purpose, then and in that event, the term of this lease shall cease and terminate from the date of title vesting in such proceeding, and Tenant shall have no claim for the value of any unexpired term of said lease. Tenant shall have the right to make an independent claim to the condemning authority for the value of Tenant's moving expenses and personal property, trade fixtures and equipment, provided Tenant is entitled pursuant to the terms of the lease to remove such property, trade fixtures and equipment at the end of the term, and provided further such claim does not reduce Owner's award.

Assignment, Mortgage, Etc.: 11. Tenant, for itself, its heirs, distributees, executors, administrators, legal representatives, successors and assigns expressly covenants that it shall not assign, mortgage or encumber this agreement, nor underlet, or suffer or permit the demised premises or any part thereof to be used by others, without the prior written consent of Owner in each instance. Transfer of the majority of the stock of a corporate tenant in the majority partnership interest of a partnership tenant shall be deemed an assignment. If this lease be assigned, or if the demised premises or any part thereof be underlet or occupied by anybody other than Tenant, Owner may, after default by Tenant, collect rent from the assignee, under-tenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, underletting, occupancy or collection shall be deemed a waiver of the covenant, or the acceptance of the assignee, under-tenant or occupant as tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained. The consent by Owner to an assignment or underletting shall not in any wise be construed to relieve Tenant from obtaining the express consent in writing of Owner in any further assignment or underletting.

Electric Circuit: 12. Rates and conditions in respect to submetering or rent inclusion, as the case may be, to be added in RIDER attached hereto. Tenant covenants and agrees that at all times its use of electric current shall not exceed the capacity of existing feeders to the building or the users of wiring installation, and Tenant may not use any electrical equipment which, in Owner's opinion, reasonably exercised, will overheat or such installations or interfere with the use thereof by other tenants of the building. The change at any time of the character of electric service shall in no wise make Owner liable or responsible to Tenant, for any loss, damages or expenses which Tenant may sustain.

Access to Premises: 13. Owner or Owner's agents shall have the right (but shall not be obligated) to enter the demised premises in any emergency at any time, and, at other reasonable times, to examine the same and to make such repairs, replacements and improvements as Owner may deem necessary and reasonably desirable to any portion of the building or which Owner may elect to perform, in the demised premises, following Tenant's failure to make repairs or perform any work which Tenant is obligated to perform under this lease, or for the purpose of complying with laws, regulations and other directions of governmental authorities. Tenant shall permit Owner to use and maintain and replace pipes and conduits in and through the demised premises and to erect new pipes and conduits therein, provided they are concealed within the walls, floors or ceiling, wherever practicable. Owner may, during the progress of any work in the demised premises, take all necessary materials and equipment into said premises without the same constituting an eviction, nor shall the Tenant be entitled to any abatement of rent while such work is in progress, nor to any damages by reason of loss or interruption of business or otherwise. Throughout the term hereof, Owner shall have the right to enter the demised premises at reasonable hours for the purpose of showing the same to prospective purchasers or mortgagees of the building, and during the last six months of the term for the purpose of showing the same to prospective tenants, and may, during said six months period, place upon the demised premises the usual notice "To Let" and "For Sale", which notices Tenant shall permit to remain thereon without objection. If Tenant is not present to open and permit an entry into the demised premises, Owner or Owner's agents may enter the same whenever such entry may be necessary or permissible, by master key or forcibly, and entry may be necessary or permissible, by master key or forcibly, and provided reasonable care is exercised to safeguard Tenant's property, such entry shall not render Owner or its agents liable therefor, nor in any event shall the obligations of Tenant hereunder be affected. If during the term of the lease Tenant shall have removed all or substantially all of Tenant's property therefrom, Owner may immediately enter, alter, renovate or redecorate the demised premises without limitation or abatement of rent, or incurring liability to Tenant for any compensation, and such act shall have no effect on this lease or Tenant's obligations hereunder. Owner shall have the right at any time, without the same constituting an eviction and without incurring liability to Tenant therefor, to change the arrangement and/or location of public entrances, passageways, doors, doorways, corridors, elevators, stairs, toilets, or other public parts of the building, and to change the name, number or designation by which the building may be known.

Rider Rider to be added if necessary.

Vault, Vault Space, Area: 14. No vaults, vault space or area, whether or not enclosed or covered, not within the property line of the building, is leased hereunder, anything contained in or indicated on any sketch, blue print or plan, or anything contained elsewhere in this lease to the contrary notwithstanding. Owner makes no representation as to the location of the property line of the building. All vaults and vault space and all such areas not within the property line of the building, which Tenant may be permitted to use and/or occupy, is to be used and/or occupied under a revocable license, and if any such license be revoked, or if the amount of such space or area be diminished or required by any federal, state or municipal authority or public utility, Owner shall not be subject to any liability, nor shall Tenant be entitled to any compensation or diminution or abatement of rent, nor shall such revocation, diminution or requirement be deemed constructive or actual eviction. Any tax, fee or charge of municipal authorities for such vault or area shall be paid by Tenant.

Occupancy: 15. Tenant will not at any time use or occupy the demised premises in violation of Articles 2 or 37 hereof, or of the certificate of occupancy issued for the building of which the demised premises are a part. Tenant has inspected the demised premises and accepts them "as-is", subject to the riders annexed hereto with respect to Owner's work, if any. In any event, Owner makes no representation as to the condition of the demised premises, and Tenant agrees to accept the same subject to violations, whether or not of record.

Bankruptcy: 16. (a) Anything elsewhere in this lease to the contrary notwithstanding, this lease may be cancelled by Landlord by the sending of a written notice to Tenant within a reasonable time after the happening of any one or more of the following events: (1) the commencement of a case in bankruptcy or under the laws of any state naming Tenant as the debtor; or (2) the making by Tenant of an assignment or any other arrangement for the benefit of creditors under any state statute. Neither Tenant nor any person claiming through or under Tenant, or by reason of any statute or order of court, shall hereafter be entitled to possession of the premises demised but shall forthwith quit and surrender the demised premises. If this lease shall be assigned in accordance with its terms, the provisions of this Article 16 shall be applicable only to the party then owning Tenant's interest in this lease.

(b) It is stipulated and agreed that in the event of the termination of this lease pursuant to (a) hereof, Owner shall forthwith, notwithstanding any other provisions of this lease to the contrary, be entitled to recover from Tenant, as and for liquidated damages, an amount equal to the difference between the rent reserved hereunder for the unexpired portion of the term demised and the fair and reasonable rental value of the demised premises for the same period. In the computation of such damages the difference between any installment of rent becoming due hereunder after the date of termination and the fair and reasonable rental value of the demised premises for the period for which such installment was payable shall be discounted to the date of termination at the rate of four percent (4%) per annum. If the demised premises, or any part thereof, be re-let by the Owner for the unexpired term of said lease, or any part thereof, before presentation of proof of such liquidated damages to any court, commission or tribunal, the amount of rent reserved upon such re-letting shall be deemed to be the fair and reasonable rental value for the part or the whole of the demised premises so re-let during the term of the re-letting. Nothing herein contained shall limit or prejudice the right of the Owner to prove for what amount equal liquidated damages, by reason of such termination, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, such damages are to be proved, whether or not such amount be greater, equal to, or less than the amount of the difference referred to above.

Default: 17. (1) If Tenant defaults in fulfilling any of the covenants of this lease other than the covenants for the payment of rent or additional rent; or if the demised premises become vacant or deserted, or if any execution or attachment shall be issued against Tenant or any of Tenant's property, whereupon the demised premises shall be taken or occupied by someone other than Tenant, or if this lease be rejected under Section 365 of Title 11 of the U.S. Code (Bankruptcy Code), or if Tenant shall fail to move into or take possession of the demised premises within thirty (30) days after the commencement of the term of this lease, of which fact Owner shall be the sole judge, then, in any one or more of such events, upon Owner serving a written fifteen (15) days notice upon Tenant specifying the nature of said default, and upon the expiration of said fifteen (15) days, if Tenant shall have failed to comply with or remedy such default, or if the said default or omission complained of shall be of a nature that the same cannot be completely cured or remedied within said fifteen (15) day period, and if Tenant shall not have diligently commenced curing such default with reasonable diligence and (15) day period, and shall not thereafter with reasonable diligence and in good faith proceed to remedy or cure such default, then Owner may serve a written five (5) days notice of cancellation of this lease upon Tenant, and upon the expiration of said five (5) days, this lease and the term hereunder shall end and expire as fully and completely as if the expiration of such five (5) day period were the day herein definitely fixed for the end and expiration of this lease and the term thereof and Tenant shall then quit and surrender the demised premises to Owner, but Tenant shall remain liable as hereinafter provided.

(2) If the notice provided for in (1) hereof shall have been given, and the term shall expire as aforesaid, or if Tenant shall make default in the payment of the rent reserved herein, or any part of either, or in making any other payment herein mentioned, or in any of any of such events, Owner may, without notice, re-enter the demised premises either by force or otherwise, and dispossess Tenant by summary proceedings or otherwise, and the legal representative of Tenant or other occupant of the demised premises, and remove their effects and hold the demised premises as if this lease had not been made, and Tenant hereby waives the service of notice of intention to re-enter or to institute legal proceedings to that end.

Remedies of Owner and Waiver of Remedies: 18. In case of any such default, re-entry, expiration and/or dispossession by summary proceedings or otherwise, (a) the rent, and additional rent, shall become due thereupon and be paid up to the time of such re-entry, dispossession and/or expiration, (b) Owner may re-let the demised premises or any part or parts thereof, either in

the name of Owner or otherwise, for a term or terms, which may at Owner's option be less than or exceed the period which would otherwise have constituted the balance of the term of this lease, and may grant concessions or free rent or charge a higher rental than that in this lease, and/or (c) Tenant or the legal representatives of Tenant shall also pay Owner, as liquidated damages, for the failure of Tenant to observe and perform said Tenant's covenants and/or covenanted to be paid and the balance of the rent hereby reserved and/or covenanted to be paid and the net amount, if any, of the rents collected on account of the subsequent lease or leases of the demised premises for each month of the period which would otherwise have constituted the balance of the term of this lease. The failure of Owner to re-let the demised premises or any part or parts thereof shall not release or affect Tenant's liability for damages. In computing such liquidated damages there shall be added to the said deficiency such expenses as Owner may incur in connection with re-letting, such as legal expenses, reasonable attorneys' fees, brokerage, advertising and for keeping the demised premises in good order, or for preparing the same for re-letting. Any such liquidated damages shall be paid in monthly installments by Tenant on the rent day specified in this lease. Owner, in putting the demised premises in good order or preparing the same for re-rental may, at Owner's option, make such alterations, repairs, replacements, and/or decorations in the demised premises as Owner, in Owner's sole judgement, considers advisable and necessary for the purpose of re-letting the demised premises, and the making of such alterations, repairs, replacements, and/or decorations shall not operate or be construed to release Tenant from liability. Owner shall in no event be liable, in any way whatsoever, for failure to re-let the demised premises, or in the event that the demised premises are re-let, for failure to collect the rent thereof under such re-letting, and in no event shall Tenant be entitled to receive any excess, if any, of such net rent collected over the sums payable by Tenant to Owner hereunder. In the event of a breach or threatened breach by Tenant of any of the covenants or provisions hereof, Owner shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings and other remedies were not herein provided for. Mention in this lease of any particular remedy, shall not preclude Owner from any other remedy, in law or in equity. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws.

Fees and Expenses: 19. If Tenant shall default in the observance or performance of any term or covenant on Tenant's part to be observed or performed under, or by virtue of, any of the terms or provisions in any article of this lease, after notice if required, and upon expiration of any applicable grace period if any, (except in an emergency), then, unless otherwise provided elsewhere in this lease, Owner may immediately, or at any time thereafter, and without notice, perform the obligation of Tenant hereunder, and if Owner, in connection therewith or in connection with any default by Tenant in the covenant to pay rent hereunder, makes any expenditures or incurs any obligations for the payment of money, including but not limited to reasonable attorney's fees, in instituting, prosecuting or defending any actions or proceedings, and prevails in any such action or proceeding, such sums so paid or obligations incurred with interest and costs shall be deemed to be additional rent hereunder and shall be paid by Tenant to Owner within ten (10) days of rendition of any bill or statement to Tenant therefor, and if Tenant's lease term shall have expired at the time of making of such expenditures or incurring of such obligations, such sums shall be recoverable by Owner as damages.

No Representations by Owner: 20. Neither Owner nor Owner's agent have made any representations or promises with respect to the physical condition of the building, the land upon which it is erected or the demised premises, the rents, leases, expenses of operation, or any other matter or thing affecting or related to the demised premises, except as herein expressly set forth, and no rights, easements or licenses are acquired by Tenant by implication or otherwise, except as expressly set forth in the provisions of this lease. Tenant has inspected the building and the demised premises and is thoroughly acquainted with their condition, and agrees to take the same "as-is", and acknowledges that the taking of possession of the demised premises by Tenant shall be conclusive evidence that the said premises and the building of which the same form a part were in good and satisfactory condition at the time such possession was so taken, except as to latent defects. All understandings and agreements heretofore made between the parties hereto are merged in this contract, which alone fully and completely expresses the agreement between Owner and Tenant, and any executory agreement heretofore made shall be ineffective to change, modify, discharge or effect an abandonment of it in whole or in part, unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge or abandonment is sought.

End of Term: 21. Upon the expiration or other termination of the term of this lease, Tenant shall quit and surrender to Owner the demised premises, "broom-clean", in good order and condition, ordinary wear excepted, and Tenant shall remove all its property. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of this lease. If the last day of the term of this lease or any renewal thereof, falls on a Sunday, this lease shall expire at noon on the preceding Saturday, unless it be a legal holiday, in which case it shall expire at noon on the preceding business day.

Quiet Enjoyment: 22. Owner covenants and agrees with Tenant that upon Tenant paying the rent and additional rent and observing and performing all the terms, covenants and conditions, on Tenant's part to be observed and performed, Tenant may peacefully and quietly enjoy the premises hereby demised, subject, nevertheless to the terms and conditions of this lease including, but not limited to, Article 33 hereof and to the ground leases, underlying leases and mortgages heretofore mentioned.

Failure to Give Possession: 23. If Owner is unable to give possession of the demised premises on the date of the commencement of the term hereof, because of the holding over or retention of possession of any tenant, undertenant or occupants, or if the demised premises are located in a building being constructed, because such building has not been sufficiently completed

to make the demised premises ready for occupancy, or because of the fact that a certificate of occupancy has not been procured, or for any other reason, Owner shall not be subject to any liability for failure to give possession on said date and the validity of the lease shall not be impaired under such circumstances, nor shall the same be construed in any wise to extend the term of this lease, but the rent payable hereunder shall be abated (provided Tenant is not responsible for the inability to obtain possession or complete construction) until after Owner shall have given Tenant written notice that the Owner is able to deliver possession in the condition required by this lease. If permission is given to Tenant to enter into the possession of the demised premises or to occupy premises other than the demised premises prior to the date specified as the commencement of the term of this lease, Tenant covenants and agrees that such possession and/or occupancy shall be deemed to be under all the terms, covenants, conditions and provisions of this lease, except the obligation to pay the fixed annual rent set forth in page one of this lease. The provisions of this article are intended to constitute "an express provision to the contrary" within the meaning of Section 223-a of the New York Real Property Law.

No Waiver: 24. The failure of Owner to seek redress for violation of, or to insist upon the strict performance of any covenant or condition of this lease or of any of the Rules or Regulations set forth or hereafter adopted by Owner, shall not prevent a subsequent act which would have originally constituted a violation from having all the force and effect of an original violation. The receipt by Owner of rent and/or additional rent with knowledge of the breach of any covenant of this lease shall not be deemed a waiver of such breach, and no provision of this lease shall be deemed to have been waived by Owner unless such waiver be in writing signed by Owner. No payment by Tenant or receipt by Owner of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than an account of the earliest stipulated rent, nor shall any endorsement or statement of any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Owner may accept such check or payment without prejudice to Owner's right to recover the balance of such rent or pursue any other remedy in this lease provided. No act or thing done by Owner or Owner's agents during the term hereby demised shall be deemed in acceptance of a surrender of the demised premises and no agreement to accept such surrender shall be valid unless in writing signed by Owner. No employee of Owner or Owner's agent shall have any power to accept the keys of the demised premises prior to the termination of the lease, and the delivery of keys to any such agent or employee shall not operate as a termination of the lease or a surrender of the demised premises.

Waiver of Trial/Jury: 25. It is mutually agreed by and between Owner and Tenant that the respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other (except for personal injury or property damage) on any matters whatsoever arising out of, or in any way connected with, this lease, the relationship of Owner and Tenant, Tenant's use of or occupancy of the demised premises, and any emergency statutory or any other statutory remedy. It is further mutually agreed that in the event Owner commences any proceeding or action for possession, including a summary proceeding for possession of the demised premises, Tenant will not interpose any counterclaim of whatever nature or description in any such proceeding, including a counterclaim under Article 4, except for statutory mandatory counterclaims.

Inability to Perform: 26. This lease and the obligation of Tenant to pay rent hereunder and perform all the other covenants and agreements hereunder on part of Tenant to be performed shall in no wise be affected, impaired or excused because Owner is unable to fulfill any of its obligations under this lease, or is delayed in supplying, or is unable to make, or is delayed in making, any repairs, alterations or decorations, or is unable to supply, or is delayed in supplying, any equipment, fixtures or other materials, if Owner is prevented or delayed from so doing by reason of strike or labor troubles, government requisition or restrictions, or by reason of any rule, order or regulation of any department or subdivision thereof of any government agency, or by reason of the conditions of which have been or are affected, either directly or indirectly, by war or other emergency, or when, in the judgment of Owner, temporary interruption of such services is necessary by reason of accident, mechanical breakdown, or to make repairs, alterations or improvements.

Bills and Notices: 27. Except as otherwise in this lease provided, a bill, statement, notice or communication which Owner may desire or be required to give to Tenant, shall be deemed sufficiently given or rendered if, in writing, delivered to Tenant personally or sent by registered or certified mail addressed to Tenant at the building of which the demised premises form a part, or at the last known residence address or business address of Tenant, or left at any of the aforesaid premises addressed to Tenant, and the time of the rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is delivered to Tenant, mailed, or left at the premises as herein provided. Any notice by Tenant to Owner must be served by registered or certified mail addressed to Owner at the address first hereinabove given or at such other address as Owner shall designate by written notice.

Water Charges: 28. If Tenant requires, uses or consumes water for any purpose in addition to ordinary lavatory purposes (of which last Tenant constitutes Owner to be the sole judge) Owner may install a water meter and thereby measure Tenant's water consumption for all purposes. Tenant shall pay Owner for the cost of the meter and the cost of the installation thereof, and throughout the duration of Tenant's occupancy Tenant shall keep said meter and installation equipment in good working order and repair at Tenant's own cost and expense. Tenant agrees to pay for water consumed, as shown on said meter, as and when bills are rendered. Tenant covenants and agrees to pay the sewer rent, charge or any other tax, rent, levy or charge which now or hereafter is assessed, imposed or a lien upon the demised premises or the realty of which they are part pursuant to law, order or regulation made or issued in connection with the use, consumption, maintenance or supply of water, water system or sewage or sewage connection or system. The bill rendered by Owner

shall be payable by Tenant as additional rent. If the building or the demised premises, or any part thereof, be supplied with water through a meter through which water is also supplied to other premises, Tenant shall pay to Owner as additional rent, on the first day of each month, % () of the total meter charges, as Tenant's portion. Independently of, and in addition to, any of the remedies reserved to Owner hereinabove or elsewhere in this lease, Owner may sue for and collect any money to be paid by Tenant or paid by Owner for any of the reasons or purposes hereinabove set forth.

shall be payable by Tenant as additional rent. If the building or the demised premises, or any part thereof, be supplied with water through a meter through which water is also supplied to other premises, Tenant shall pay to Owner as additional rent, on the first day of each month, % () of the total meter charges, as Tenant's portion. Independently of, and in addition to, any of the remedies reserved to Owner hereinabove or elsewhere in this lease, Owner may sue for and collect any money to be paid by Tenant or paid by Owner for any of the reasons or purposes hereinabove set forth.

Sprinklers: 29. Anything elsewhere in this lease to the contrary notwithstanding, if the New York Board of Fire Underwriters or the Insurance Services Office, or any bureau, department or official of the federal, state or city government, require or recommend the installation of a sprinkler system or that any changes, modifications, alterations, or additional sprinkler heads or other equipment be made or supplied in an existing sprinkler system by reason of Tenant's business, or the location of partitions, trade fixtures, or other contents of the demised premises, or for any other reason, or if any such sprinkler system installations, changes, modifications, alterations, additional sprinkler heads or other such equipment, become necessary to prevent the imposition of a penalty or charge against the full allowance for a sprinkler system in the fire insurance rate set by any said Exchange or by any fire insurance company, Tenant shall, at Tenant's expense, promptly make such sprinkler system installations, changes, modifications, alterations, and supply additional sprinkler heads or other equipment as required, whether the work involved shall be structural or non-structural in nature. Tenant shall pay to Owner as additional rent the sum of \$ on the first day of each month during the term of this lease, as Tenant's portion of the contract price for sprinkler stipulatory service.

Heat, Cooling: 30. As long as Tenant is not in default under any of the covenants of this lease beyond the applicable grace period provided in this lease for the curing of such defaults, Owner shall, if and insofar as existing facilities permit, furnish heat to the demised premises, when and as required by law, on business days from 8:00 a.m. to 6:00 p.m., and on Saturdays from 8:00 a.m. to 1:00 p.m. Tenant shall at Tenant's expense, keep the demised premises clean and in order, to the satisfaction in Owner, and if the demised premises are situated on the street floor, Tenant shall, at Tenant's own expense, make all repairs and replacements to the sidewalks and curbs adjacent thereto, and keep said sidewalks and curbs free from snow, ice, dirt and rubbish. Tenant shall pay to Owner the cost of removal of any of Tenant's refuse and rubbish from the building. Bills for the same shall be rendered by Owner to Tenant at such times as Owner may elect, and shall be due and payable when rendered, and the amount of such bills shall be deemed to be, and be paid as, additional rent. Tenant shall, however, have the option of independently contracting for the removal of such rubbish and refuse in the event that Tenant does not wish to have same done by employees of Owner. Under such circumstances, however, the removal of such refuse and rubbish by others shall be subject to such rules and regulations as, in the judgment of Owner, are necessary for the proper operation of the building.

Security: 31. Tenant has deposited with Owner the sum of \$ 0- as security for the faithful performance and observance by Tenant of the terms, provisions and conditions of this lease; it is agreed that in the event Tenant defaults in respect of any of the terms, provisions and conditions of this lease, including, but not limited to, the payment of rent and additional rent, Owner may use, apply or retain the whole or any part of the security so deposited to the extent required for the payment of any rent and additional rent, or any other sum as to which Tenant is in default, or for any sum which Owner may expend or may be required to expend by reason of Tenant's default in respect of any of the terms, covenants and conditions of this lease, including but not limited to, any damages or deficiency in the letting of the demised premises, whether such damages or deficiency accrued before or after the commencement of any proceedings or other re-entry by Owner. In the event that Tenant shall fully and faithfully comply with all of the terms, provisions, covenants and conditions of this lease, the security shall be returned to Tenant after the date fixed as the end of the lease and after delivery of entire possession of the demised premises to Owner. In the event of a sale of the land and building or leasing of the building, of which the demised premises form a part, Owner shall have the right to transfer the security to the vendee or lessee and Owner shall thereupon be released by Tenant from all liability for the return of such security, and Tenant agrees to look to the new Owner solely for the return of said security; and it is agreed that the provisions hereof shall apply to every transfer or assignment made of the security to a new Owner. Tenant further covenants that it will not assign or encumber or attempt to assign or encumber the monies deposited herein as security, and that neither Owner nor its successors or assigns shall be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance.

Captions: 32. The Captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this lease nor the intent of any provision thereof.

Definitions: 33. The term "Owner" as used in this lease means only the Owner, or the mortgagee in possession, for the time being of the land and building (or the Owner of a lease of the building or of the land and building) of which the demised premises form a part, so that in the event of any sale or sales of said land and building or of said lease, or in the event of a lease of said building, or of the land and building, the said Owner shall be and hereby is entirely freed and relieved of all covenants and obligations of Owner hereunder, and it shall be deemed and construed without further agreement between the parties of their successors in interest, or between the parties and the purchaser, or any such sale, or the said lessee of the building, or of the land and building, that the purchaser or the lessee of the building has assumed and agreed to carry out any and all covenants and obligations of Owner hereunder. The words "re-enter" and "re-entry" as used in this lease are not restricted to their technical legal meaning. The term "business days" as used in this lease shall exclude Saturdays, Sundays and all days designated as holidays by the applicable building service union employees service contract or by the applicable Operating

Space to be filled in or deleted.



Engineers contracts with respect to HVAC service. Wherever it is expressly provided in this lease that consent shall not be unreasonably withheld, such consent shall not be unreasonably delayed.

Adjacent Excavation- Shoring: 34. If an excavation shall be made upon land adjacent to the demised premises, or shall be authorized to be made, Tenant shall afford to the person causing or authorized to cause such excavation, a license to enter upon the demised premises for the purpose of doing such work, as said person shall deem necessary, to preserve the wall of the building of which the demised premises forms a part from injury or damage and to support the same by proper foundations, without any claim for damages or indemnity against Owner, or discontinuance of enjoyment of rent.

Rules and Regulations: 35. Tenant and Tenant's servants, employees, agents, visitors, and licensees shall observe faithfully, and comply strictly with the Rules and Regulations and such other and further reasonable Rules and Regulations as Owner or Owner's agents may from time to time adopt. Notice of any additional rules or regulations shall be given in such manner as Owner may elect. In case Tenant disputes the reasonableness of any additional Rule or Regulation hereafter made or adopted by Owner or Owner's agents, the parties hereto agree to submit the question of the reasonableness of such Rule or Regulation for decision to the New York office of the American Arbitration Association, whose determination shall be final and conclusive upon the parties hereto. The right to dispute the reasonableness of any additional Rule or Regulation upon Tenant's part shall be deemed waived unless the same shall be asserted by service of a notice, in writing, upon Owner, within fifteen (15) days after the giving of notice thereof. Nothing in this lease contained shall be construed to impose upon Owner any duty or obligation to enforce the Rules and Regulations or terms, covenants or conditions in any other lease, as against any other tenant, and Owner shall not be liable to Tenant for violation of the same by any other tenant, its servants, employees, agents, visitors or licensees.

Glass: 36. Owner shall replace, at the expense of Tenant, any and all plate and other glass damaged or broken from any cause whatsoever in and about the demised premises. Owner may insure, and keep insured, at Tenant's expense, all plate and other glass in the demised premises for and in the name of Owner. Bills for the premiums therefor shall be rendered by Owner to Tenant at such times as Owner may elect, and shall be due from, and payable by, Tenant when rendered, and the amount thereof shall be deemed to be, and be paid as, additional rent.

Pornographic Uses Prohibited: 37. Tenant agrees that the value of the demised premises and the reputation of the Owner will be seriously injured if the demised premises are used for any obscene or pornographic purposes or any sort of commercial sex establishment. Tenant agrees that Tenant will not bring or permit any obscene or pornographic material on the demised premises, and shall not permit or conduct any obscene, nude, or semi-nude live performances on the demised premises, nor permit use of the demised premises for nude modeling, rpn sessions, or as a so called rubber goods shop, or as a sex club of any sort, or as a "massage parlor." Tenant agrees further that Tenant will not permit any of these uses by any sublessee or assignee of the demised premises. This Article shall directly bind any successors in interest to the Tenant. Tenant agrees that if at any time Tenant violates any of the provisions of this Article, such violation shall be deemed a breach of a substantial obligation of the terms of this lease and objectionable conduct. Pornographic material is defined for purposes of this Article as any written or pictorial matter with prurient appeal, or any objects of instrument that are primarily concerned with lewd or prurient sexual activity. Obscene material is defined here as it is in Penal Law §235.00.

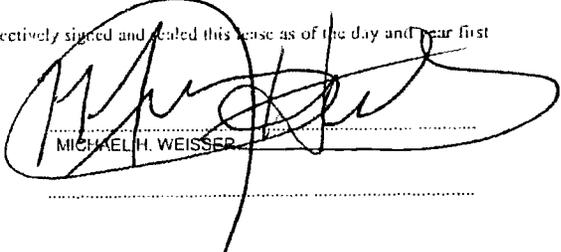
Estoppel Certificate: 38. Tenant, at any time, and from time to time, upon at least 10 days prior notice by Owner, shall execute, acknowledge and deliver to Owner, and/or to any other person, firm or corporation specified by Owner, a statement certifying that this lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications), stating the dates which the rent and additional rent have been paid, and stating whether or not there exists any defaults by Owner under this lease, and, if so, specifying each such default.

Successors and Assigns: 39. The covenants, conditions and agreements contained in this lease shall bind and inure to the benefit of Owner and Tenant and their respective heirs, distributees, executors, administrators, successors, and except as otherwise provided in this lease, their assigns. Tenant shall look only to Owner's estate and interest in the land and building for the satisfaction of Tenant's remedies for the collection of a judgment (or other judicial process) against Owner in the event of any default by Owner hereunder, and no other property or assets of such Owner (or any partner, member, officer or director thereof, disclosed or undisclosed), shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under, in with respect to, this lease, the relationship of Owner and Tenant hereunder, or Tenant's use and occupancy of the demised premises.

SEE ADDENDUM TO STORE LEASE ANNEXED HERETO

In Witness Whereof, Owner and Tenant have respectively signed and sealed this lease as of the day and year first above written.

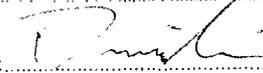
Witness for Owner:


MICHAEL H. WEISSER

Witness for Tenant:

EMPIRE STATE COMPASSIONATE CARE, INC.

By:


Name: David Weisser
Title: pres

ACKNOWLEDGEMENT

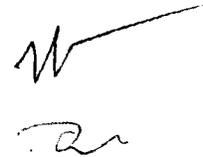
STATE OF NEW YORK.

SS:

COUNTY OF

On the _____ day of _____ in the year _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC



GUARANTY

The undersigned Guarantor guarantees to Owner, Owner's successors and assigns, the full performance and observance of all the agreements to be performed and observed by Tenant in the attached lease, including the "Rules and Regulations" as therein provided, without requiring any notice to Guarantor of nonpayment, or nonperformance, or proof, or notice of demand, to hold the undersigned responsible under this guaranty, all of which the undersigned hereby expressly waives, and expressly agrees that the legality of this agreement and the agreements of the Guarantor under this agreement, shall not be ended, or changed by reason of the claims in Owner against Tenant of any of the rights or remedies given to Owner as agreed in the attached lease. The Guarantor further agrees that this guaranty shall remain and continue in full force and effect as to any renewal, change or extension of the lease. As a further inducement to Owner to make the lease, Owner and Guarantor agree that in any action or proceeding brought by either Owner or the Guarantor against the other on any matters concerning the lease or of this guaranty, that Owner and the undersigned shall and do waive trial by jury.

Dated: in the year

Guarantor

Witness

Guarantor's Residence

Business Address

Firm Name

STATE OF NEW YORK) ss.
COUNTY OF)

On the day of in the year before me, the undersigned, a Notary Public in and for said State, personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument

Notary

IMPORTANT - PLEASE READ

RULES AND REGULATIONS ATTACHED TO AND MADE A PART OF THIS LEASE IN ACCORDANCE WITH ARTICLE 35.

- The sidewalks, entrances, driveways, passages, courts, elevators, vestibules, stairways, corridors or halls shall not be obstructed or encumbered by any Tenant or used for any purpose other than for ingress and egress from the demised premises and for delivery of merchandise and equipment in a prompt and efficient manner using elevators and passageways designated for such delivery by Owner. There shall not be used in any space, or in the public hall of the building, either by any tenant or by jobbers, or others in the delivery or receipt of merchandise, any hand trucks except those equipped with rubber tires and safeguards.
- If the demised premises are situated on the ground floor of the building, Tenant thereof shall further, at Tenant's expense, keep the sidewalks and curbs in front of said premises clean and free from ice, snow, etc.
- The water and wash closets and plumbing fixtures shall not be used for any purposes other than those for which they were designed or constructed.
- Tenant shall not use, keep or permit to be used or kept, any foul or noxious gas or substance in the demised premises, nor permit or suffer the demised premises to be occupied or used in a manner offensive or objectionable to Owner or other occupants of the building by reason of noise, odors and/or vibrations, or interfere in any way with other tenants or those having business therein.
- No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by Tenant on any part of the outside of the demised premises or the building, or on the inside of the demised premises if the same is visible from the outside of the demised premises, without the prior written consent of Owner, except that the name of Tenant may appear in the entrance door of the demised premises. In the event of the violation of the foregoing by Tenant, Owner may remove same without any liability of the foregoing by Tenant, Owner may remove same without any liability and may charge the expense incurred by such removal to Tenant. Signs and directory tablets shall be inscribed, painted or affixed for Tenant by Owner at the expense of Tenant, and shall be of a size, color and style acceptable to Owner.
- Tenant shall not mark, paint, drill into, or in any way deface any part of the demised premises or the building of which they form a part. No boring, cutting or stringing of wires shall be permitted, except with the prior written consent of Owner, and as Owner may direct. Tenant shall not lay linoleum, or other similar floor covering, so that the same shall come in direct contact with the floor of the demised premises, and, if linoleum or other similar floor covering is desired to be used, an interlining of builder's deadening felt shall be first affixed to the floor, by a paste or other material, soluble in water, the use of cement or other similar adhesive material being expressly prohibited.

- Freight, furniture, business equipment, merchandise and bulky matter of any description shall be delivered to and removed from the demised premises only on the freight elevators and through the service entrances and corridors, and only during hours and in a manner approved by Owner. Owner reserves the right to inspect all freight to be brought into the building and to exclude from the building all freight which violates any of these Rules and Regulations or the lease of which these Rules and Regulations are a part.
- Owner reserves the right to exclude from the building between the hours of 6 P.M. and 8 A.M. and at all hours on Sundays, and holidays all persons who do not present a pass to the building signed by Owner. Owner will furnish passes to persons for whom Tenant requests same in writing. Tenant shall be responsible for all persons for whom it requests such pass, and shall be liable to Owner for all acts of such person.
- Owner shall have the right to prohibit any advertising by Tenant which, in Owner's opinion, tends to impair the reputation of Owner or the building's desirability as a building for stores or offices, and upon written notice from Owner, Tenant shall refrain from or discontinue such advertising.
- Tenant shall not bring or permit to be brought or kept in or on the demised premises, any inflammable, combustible, or explosive, or hazardous fluid, material, chemical or substance, or cause or permit any odors of cooking or other processes, or any unusual or other objectionable odors, to permeate in or emanate from the demised premises.
- Tenant shall not place a load on any floor of the demised premises exceeding the floor load per square foot area which it was designed to carry and which is allowed by law. Owner reserves the right to prescribe the weight and which is allowed by law. Owner reserves the right to prescribe the weight and which is allowed by law. Owner reserves the right to prescribe the weight and which is allowed by law. Such installations shall be placed and maintained by Tenant at Tenant's expense in a setting sufficient in Owner's judgement to absorb and prevent vibration, noise and annoyance.
- Refuse and Trash - Tenant covenants and agrees, at its sole cost and expense, to comply with all present and future laws, orders and regulations of all state, federal, municipal and local governments, departments, commissions and boards regarding the collection, sorting, separation and recycling of waste products, garbage, refuse and trash. Tenant shall pay all costs, expenses, fines, penalties or damages that may be imposed on Owner or Tenant by reason of Tenant's failure to comply with the provisions of this Building Rule 12, and, at Tenant's sole cost and expense, shall indemnify, defend and hold Owner harmless (including reasonable legal fees and expenses) from and against any actions, claims and suits arising from such non-compliance, utilizing counsel reasonably satisfactory to Owner.

Address	TO	STANDARD FORM OF	Store LEASE	The Real Estate Board of New York, Inc. © Copyright 1959. All rights reserved. Reproduction in whole or in part prohibited.	Dated	.....	in the year	.....
Premises					Rent Per Year	.....	
					Rent Per Month	.....	
					Term	.....	
					From	.....	
					To	.....	
					Drawn by	.....	
					Checked by	.....	
					Entered by	.....	
					Approved by	.....	

[Handwritten signature]

ADDENDUM TO STORE LEASE

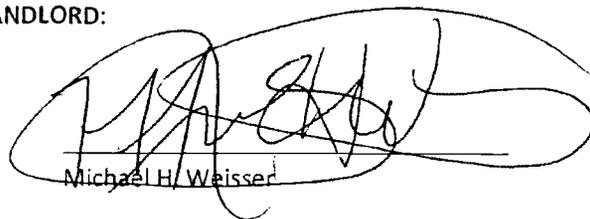
THIS ADDENDUM TO STORE LEASE between Michael H. Weisser, having an address at 54 7th Avenue South, New York, New York 10014 ("Landlord" or "Owner") and Empire State Compassionate Care, Inc., having an address at 333 Earle Ovington Boulevard, Suite 1010, Uniondale, New York 11553, Attention: Anthony V. Curto, Esq. ("Tenant").

40. 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 marihuana in accordance with article 33 of the Public Health Law and agrees to provide the New York State Department of Health, Mayor Erastus Corning 2nd Tower, The Governor Nelson A. Rockefeller Empire State Plaza, Albany N.Y. 12237, with notification by certified mail of its intent to reenter the premises or to initiate dispossess proceedings or that the lease is due to expire, at least 30 days prior to the date on which the landlord intends to exercise a right or reentry or to initiate such proceedings or at least 60 days before the expiration of the lease.

41. Owner acknowledges that this lease is subject to and conditioned upon the Tenant being designated as a registered organization under the New York State Medical Marijuana Program. In the event Tenant is not so designated, Tenant shall have the right to terminate this lease, at its sole option.

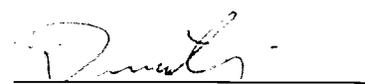
IN WITNESS WHEREOF, Owner and Tenant have executed this Addendum to Store Lease as of the day and year written above.

LANDLORD:


Michael H. Weisser

TENANT:

Empire State Compassionate Care, Inc.

By: 
Name: David Weisser
Title: Pres

to make the demised premises ready for occupancy, or because of the fact that a certificate of occupancy has not been procured, or for any other reason, Owner shall not be subject to any liability for failure to give possession on said date and the validity of the lease shall not be impaired under such circumstances, nor shall the same be construed in any wise to extend the term of this lease, but the rent payable hereunder shall be abated (provided Tenant is not responsible for the inability to obtain possession or complete construction) until after Owner shall have given Tenant written notice that the Owner is able to deliver possession in the condition required by this lease. If permission is given to Tenant to enter into the possession of the demised premises or to occupy premises other than the demised premises prior to the date specified as the commencement of the term of this lease, Tenant covenants and agrees that such possession and/or occupancy shall be deemed to be under all the terms, covenants, conditions and provisions of this lease, except the obligation to pay the fixed annual rent set forth in page one of this lease. The provisions of this article are intended to constitute "an express provision to the contrary" within the meaning of Section 223-a of the New York Real Property Law.

No Waiver: 24. The failure of Owner to seek redress for violation of, or to insist upon the strict performance of any covenant or condition of this lease or of any of the Rules or Regulations set forth or hereafter adopted by Owner, shall not prevent a subsequent act which would have originally constituted a violation from having all the force and effect of an original violation. The receipt by Owner of rent and/or additional rent with knowledge of the breach of any covenant of this lease shall not be deemed a waiver of such breach, and no provision of this lease shall be deemed to have been waived by Owner unless such waiver be in writing signed by Owner. No payment by Tenant or receipt by Owner of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than an account of the earliest stipulated rent, nor shall any endorsement or statement of any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Owner may accept such check or payment without prejudice to Owner's right to recover the balance of such rent or pursue any other remedy in this lease provided. No act or thing done by Owner or Owner's agents during the term hereby demised shall be deemed in acceptance of a surrender of the demised premises and no agreement to accept such surrender shall be valid unless in writing signed by Owner. No employee of Owner or Owner's agent shall have any power to accept the keys of the demised premises prior to the termination of the lease, and the delivery of keys to any such agent or employee shall not operate as a termination of the lease or a surrender of the demised premises.

Waiver of Trial by Jury: 25. It is mutually agreed by and between Owner and Tenant that the respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other (except for personal injury or property damage) on any matters whatsoever arising out of, or in any way connected with, this lease, the relationship of Owner and Tenant, Tenant's use of or occupancy of the demised premises, and any emergency statutory or any other statutory remedy. It is further mutually agreed that in the event Owner commences any proceeding or action for possession, including a summary proceeding for possession of the demised premises, Tenant will not interpose any counterclaim of whatever nature or description in any such proceeding, including a counterclaim under Article 4, except for statutory mandatory counterclaims.

Inability to Perform: 26. This lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall in no wise be affected, impaired or excused because Owner is unable to fulfill any of its obligations under this lease, or to supply, or is delayed in supplying, any service expressly or impliedly to be supplied, or is unable to make, or is delayed in making, any repair, additions, alterations or decorations, or is unable to supply, or is delayed in supplying, any equipment, fixtures or other materials, if Owner is prevented or delayed from so doing by reason of strike or labor troubles, government prohibition or restrictions, or by reason of any rule, order or regulation of any department or subdivision thereof of any governmental agency, or by reason of the conditions of which have been or are affected, either directly or indirectly, by war or other emergency, or when, in the judgement of Owner, temporary interruption of such services is necessary by reason of accident, mechanical breakdown, or to make repairs, alterations or improvements.

Bills and Notices: 27. Except as otherwise in this lease provided, a bill, statement, notice or communication which Owner may desire or be required to give to Tenant, shall be deemed sufficiently given or rendered if, in writing, delivered to Tenant personally or sent by registered or certified mail addressed to Tenant at the building of which the demised premises form a part, or at the last known residence address or business address of Tenant, or left at any of the aforesaid premises addressed to Tenant, and the time of the rendition of such bill or statement or of the giving of such notice or communication shall be deemed to be the time when the same is delivered to Tenant, mailed, or left at the premises as herein provided. Any notice by Tenant to Owner must be served by registered or certified mail addressed to Owner at the address first hereinabove given or at such other address as Owner shall designate by written notice.

Water Charges: 28. If Tenant requires, uses or consumes water for any purpose in addition to ordinary lavatory purposes (of which fact Tenant constitutes Owner to be the sole judge) Owner may install a water meter and thereby measure Tenant's water consumption for all purposes. Tenant shall pay Owner for the cost of the meter and the cost of the installation thereof, and throughout the duration of Tenant's occupancy Tenant shall keep said meter and installation equipment in good working order and repair at Tenant's own cost and expense. Tenant agrees to pay for water consumed, as shown on said meter, as and when bills are rendered. Tenant covenants and agrees to pay the sewer rent, charge or any other tax, rent, levy or charge which now or hereafter is assessed, imposed or levied upon the demised premises or the realty in which they are part pursuant to law, order or regulation made or issued in connection with the use, consumption, maintenance or supply of water, water system or sewage or sewage connection or system. The bill rendered by Owner

shall be payable by Tenant as additional rent. If the building or the demised premises, or any part thereof, be supplied with water through a meter through which water is also supplied to other premises, Tenant shall pay to Owner as additional rent, on the first day of each month,

$\frac{\text{Rent}}{\text{Total Meter Charges}} \times (\text{Rent})$ of the total meter charges, as Tenant's portion independently of, and in addition to, any of the remedies reserved to Owner hereinabove or elsewhere in this lease. Owner may sue for and collect any monies to be paid by Tenant or paid by Owner for any of the reasons or purposes hereinabove set forth.

Sprinklers: 29. Anything elsewhere in this lease to the contrary notwithstanding, if the New York Board of Fire Underwriters or the Insurance Services Office, or any bureau, department or official of the federal, state or city government, require or recommend the installation of a sprinkler system or that any changes, modifications, alterations, or additional sprinkler heads or other equipment be made or supplied in an existing sprinkler system by reason of Tenant's business, or the location of partitions, trade fixtures, or other contents of the demised premises, or for any other reason, or if any such sprinkler system installations, changes, modifications, alterations, additional sprinkler heads or other such equipment, become necessary to prevent the imposition of a penalty or charge against the full allowance for a sprinkler system in the fire insurance rate set by any said Exchange or by any fire insurance company, Tenant shall, at Tenant's expense, promptly make such sprinkler system installations, changes, modifications, alterations, and supply additional sprinkler heads or other equipment as required, whether the work involved shall be structural or non-structural in nature. Tenant shall pay to Owner as additional rent the sum of \$ on the first day of each month during the term of this lease, as Tenant's portion of the contract price for sprinkler supervisory service.

Furnaces, Heat, Cleaning: 30. As long as Tenant is not in default under any of the covenants of this lease beyond the applicable grace period provided in this lease for the curing of such defaults, Owner shall, if and insofar as existing facilities permit, furnish heat to the demised premises, when and as required by law, on business days from 8:00 a.m. to 6:00 p.m. and on Saturdays from 8:00 a.m. to 1:00 p.m. Tenant shall at Tenant's expense, keep the demised premises clean and in order, to the satisfaction of Owner, and if the demised premises are situated on the street floor, Tenant shall, at Tenant's own expense, make all repairs and replacements to the sidewalks and curbs adjacent thereto, and keep said sidewalks and curbs free from snow, ice, dirt and rubbish. Tenant shall pay to Owner the cost of removal of any of Tenant's refuse and rubbish from the building. Bills for the same shall be rendered by Owner to Tenant at such times as Owner may elect, and shall be due and payable when rendered, and the amount of such bills shall be deemed to be, and be paid as, additional rent. Tenant shall, however, have the option of independently contracting for the removal of such rubbish and refuse in the event that Tenant does not wish to have same done by employees of Owner. Under such circumstances, however, the removal of such refuse and rubbish by others shall be subject to such rules and regulations as, in the judgment of Owner, are necessary for the proper operation of the building.

Security: 31. Tenant has deposited with Owner the sum of \$.- as security for the faithful performance and observance by Tenant of the terms, provisions and conditions of this lease; it is agreed that in the event Tenant defaults in respect of any of the terms, provisions and conditions of this lease, including, but not limited to, the payment of rent and additional rent, Owner may use, apply or retain the whole or any part of the security so deposited to the extent required for the payment of any rent and additional rent, or any other sum as to which Tenant is in default, or for any sum which Owner may expend or may be required to expend by reason of Tenant's default in respect of any of the terms, covenants and conditions of this lease, including but not limited to, any damages or deficiency in the re-letting of the demised premises, whether such damages or deficiency accrued before or after summary proceedings or other re-entry by Owner. In the event that Tenant shall fully and faithfully comply with all of the terms, provisions, covenants and conditions of this lease, the security shall be returned to Tenant after the date fixed at the end of the lease and after delivery of entire possession of the demised premises to Owner. In the event of a sale of the land and building or leasing of the building, of which the demised premises form a part, Owner shall have the right to transfer the security to the vendee or lessee and Owner shall thereupon be released by Tenant from all liability for the return of such security, and Tenant agrees to look to the new Owner solely for the return of said security; and it is agreed that the provisions hereof shall apply to every transfer or assignment made of the security to a new Owner. Tenant further covenants that it will not assign or encumber or attempt to assign or encumber the monies deposited herein as security, and that neither Owner nor its successors or assigns shall be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance.

Captions: 32. The Captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this lease nor the intent of any provision thereof.

Definitions: 33. The term "Owner" as used in this lease means only the Owner, or the mortgagee in possession, for the time being of the land and building (or the Owner or a leasee of the building or of the land and building) of which the demised premises form a part, so that in the event of any sale or sales of said land and building or of said lease, or in the event of a lease of said building, or of the land and building, the said lease, including but not limited to, any damages or deficiency in the re-letting of the demised premises, whether such damages or deficiency accrued before or after summary proceedings or other re-entry by Owner. In the event of a sale of the land and building or leasing of the building, of which the demised premises form a part, Owner shall have the right to transfer the security to the vendee or lessee and Owner shall thereupon be released by Tenant from all liability for the return of such security, and Tenant agrees to look to the new Owner solely for the return of said security; and it is agreed that the provisions hereof shall apply to every transfer or assignment made of the security to a new Owner. Tenant further covenants that it will not assign or encumber or attempt to assign or encumber the monies deposited herein as security, and that neither Owner nor its successors or assigns shall be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance.

Space to be filled in or deleted

Projects contract with respect to HVAC service. Wherever it is expressly provided in this lease that consent shall not be unreasonably withheld, such consent shall not be unreasonably delayed.

Adjacent Excavation-Shoring: 34. If an excavation shall be made upon land adjacent to the demised premises, or shall be authorized to be made, Tenant shall afford to the person causing or authorized to cause such excavation, a license to enter upon the demised premises for the purpose of doing such work, as said person shall deem necessary, to preserve the wall of the building of which the demised premises form a part from injury or damage and to support the same by proper foundations, without any claim for damages or indemnity against Owner, or diminution or abatement of rent.

Rules and Regulations: 35. Tenant and Tenant's servants, employees, agents, visitors, and licensees shall observe faithfully, and comply strictly with the Rules and Regulations and such other and further reasonable Rules and Regulations as Owner or Owner's agents may from time to time adopt. Notice of any additional rules or regulations shall be given in such manner as Owner may elect. In case Tenant disputes the reasonableness of any additional Rule or Regulation hereafter made or adopted by Owner or Owner's agents, the parties hereto agree to submit the question of the reasonableness of such Rule or Regulation for decision to the New York office of the American Arbitration Association, whose determination shall be final and conclusive upon the parties hereto. The right to dispute the reasonableness of any additional Rule or Regulation upon Tenant's part shall be deemed waived unless the same shall be asserted by service of a notice, in writing, upon Owner, within fifteen (15) days after the giving of notice thereof. Nothing in this lease contained shall be construed to impose upon Owner any duty or obligation to enforce the Rules and Regulations or terms, covenants or conditions in any other lease, as against any other tenant, and Owner shall not be liable to Tenant for violation of the same by any other tenant, its servants, employees, agents, visitors or licensees.

Glass: 36. Owner shall replace, at the expense of Tenant, any and all plate and other glass damaged or broken from any cause whatsoever in and about the demised premises. Owner may insure, and keep insured, at Tenant's expense, all plate and other glass in the demised premises (in and in the name of Owner. Bills for the premiums therefor shall be rendered by Owner to Tenant at such times as Owner may elect, and shall be due from, and payable by, Tenant when rendered, and the amount thereof shall be deemed to be, and be paid as, additional rent.

Pornographic Uses Prohibited: 37. Tenant agrees that the value of the demised premises and the reputation of the Owner will be seriously injured if the demised premises are used for any obscene or pornographic purposes of any sort of commercial sex establishment. Tenant agrees that Tenant will not bring or permit any obscene or pornographic material on the demised premises, and shall not permit or conduct any obscene, nude, or semi-nude live performances on the demised premises, nor permit use of the demised premises for nude modeling, tap sessions, or as a so called rubber goods shop, or as a sex club of any sort, or as a "massage parlor." Tenant agrees further that Tenant will not permit any of these uses by any sublessee or assignee of the demised premises. This Article shall directly bind any successors in interest to the Tenant. Tenant agrees that if at any time Tenant violates any of the provisions of this Article, such violation shall be deemed a breach of a substantial obligation of the terms of this lease and objectionable conduct. Pornographic material is defined for purposes of this Article as any written or pictorial matter with prurient appeal, or any objects of instrument that are primarily concerned with lewd or prurient sexual activity. Obscene material is defined here as it is in Penal Law §235.00.

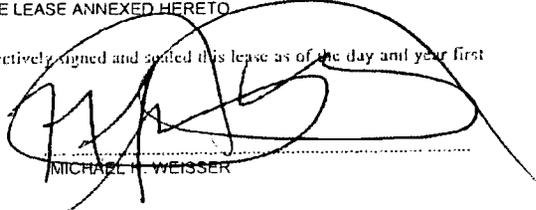
Estoppel Certificate: 38. Tenant, at any time, and from time to time, upon at least 10 days prior notice by Owner, shall execute, acknowledge and deliver to Owner, and/or to any other person, firm or corporation specified by Owner, a statement certifying that this lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications), stating the dates which the rent and additional rent have been paid, and stating whether or not there exists any defaults by Owner under this lease, and, if so, specifying each such default.

Successors and Assigns: 39. The covenants, conditions and agreements contained in this lease shall bind and inure to the benefit of Owner and Tenant and their respective heirs, distributees, executors, administrators, successors, and except as otherwise provided in this lease, their assigns. Tenant shall look only to Owner's estate and interest in the land and building for the satisfaction of Tenant's remedies for the collection of a judgment (or other judicial process) against Owner in the event of any default by Owner hereunder, and no other property or assets of such Owner (or any partner, member, officer or director thereof, disclosed or undisclosed), shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under, or with respect to, this lease, the relationship of Owner and Tenant hereunder, or Tenant's use and occupancy of the demised premises.

SEE ADDENDUM TO STORE LEASE ANNEXED HERETO

In Witness Whereof, Owner and Tenant have respectively signed and sealed this lease as of the day and year first above written.

Witness for Owner:


MICHAEL H. WEISSER

Witness for Tenant:

EMPIRE STATE COMPASSIONATE CARE, INC.
By: 
Name: David Weisser
Title: pres

ACKNOWLEDGEMENT

STATE OF NEW YORK.

SS.:

COUNTY OF

On the _____ day of _____ in the year _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC



GUARANTY

The undersigned Guarantor guarantees to Owner, Owner's successors and assigns, the full performance and observance of all the agreements to be performed and observed by Tenant in the attached lease, including the "Rules and Regulations" as therein provided, without requiring any notice to Guarantor of nonpayment, or nonperformance, or proof, or notice of demand, to hold the undersigned responsible under this guaranty, all of which the undersigned hereby expressly waives, and expressly agrees that the legality of this agreement and the agreements of the Guarantor under this agreement, shall not be ended, or changed by reason of the claims to Owner against Tenant of any of the rights or remedies given to Owner as agreed in the attached lease. The Guarantor further agrees that this guaranty shall remain and continue in full force and effect as to any renewal, change or extension of the lease. As a further inducement to Owner to make the lease, Owner and Guarantor agree that in any action or proceeding brought by either Owner or the Guarantor against the other on any matters concerning the lease or of this guaranty, that Owner and the undersigned shall and do waive trial by jury.

Dated: in the year

Guarantor

Witness

Guarantor's Residence

Business Address

Firm Name

STATE OF NEW YORK) ss:)

COUNTY OF

On the day of in the year before me, the undersigned, a Notary Public in and for said State, personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument

Notary

IMPORTANT - PLEASE READ

RULES AND REGULATIONS ATTACHED TO AND MADE A PART OF THIS LEASE IN ACCORDANCE WITH ARTICLE 35.

- The sidewalks, entrances, driveways, passages, courts, elevators, vestibules, stairways, corridors or halls shall not be obstructed or encumbered by any Tenant or used for any purpose other than for ingress to and egress from the demised premises and for delivery of merchandise and equipment in a prompt and efficient manner using elevators and passageways designated for such delivery by Owner. There shall not be used in any space, or in the public hall of the building, either by any tenant or by jobbers, or others in the delivery or receipt of merchandise, any hand trucks except those equipped with rubber tires and safeguards.
- If the demised premises are situated on the ground floor of the building, Tenant thereof shall further, at Tenant's expense, keep the sidewalks and curb in front of said premises clean and free from ice, snow, etc.
- The water and wash closets and plumbing fixtures shall not be used for any purposes other than those for which they were designed or constructed.
- Tenant shall not use, keep or permit to be used or kept, any foul or noxious gas or substance in the demised premises, or permit or suffer the demised premises to be occupied or used in a manner offensive or objectionable to Owner or other occupants of the building by reason of noise, odors and/or vibrations, or interfere in any way with other tenants or those having business therein.
- No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by Tenant on any part of the outside of the demised premises or the building, or on the inside of the demised premises if the same is visible from the outside of the demised premises, without the prior written consent of Owner, except that the name of Tenant may appear on the entrance door of the demised premises. In the event of the violation of the foregoing by Tenant, Owner may remove same without any liability and may charge the expense incurred by such removal to Tenant. Signs in interior doors and directory tablet shall be inscribed, painted or affixed for Tenant by Owner at the expense of Tenant, and shall be of a size, color and style acceptable to Owner.
- Tenant shall not mark, paint, drill into, or in any way deface any part of the demised premises or the building of which they form a part. No tarring, cutting or stringing of wires shall be permitted, except with the prior written consent of Owner, and as Owner may direct. Tenant shall not lay linoleum, or other similar floor covering, so that the same shall come in direct contact with the floor of the demised premises, and, if linoleum or other similar floor covering is desired to be used, an interlining of builder's deadening felt shall be first affixed to the floor, by a paste or other material, soluble in water, the use of cement or other similar adhesive material being expressly prohibited.

- Freight, furniture, business equipment, merchandise and bulky matter of any description shall be delivered to and removed from the demised premises only on the freight elevators and through the service entrances and corridors, and only during hours and in a manner approved by Owner. Owner reserves the right to inspect all freight to be brought into the building and to exclude from the building all freight which violates any of these Rules and Regulations or the lease of which these Rules and Regulations are a part.
- Owner reserves the right to exclude from the building between the hours of 6 P.M. and 8 A.M., and at all hours on Sundays, and holidays all persons who do not present a pass to the building signed by Owner. Owner will furnish passes to persons for whom Tenant requests same in writing. Tenant shall be responsible for all persons for whom it requests such pass, and shall be liable to Owner for all acts of such person.
- Owner shall have the right to prohibit any advertising by Tenant which, in Owner's opinion, tends to impair the reputation of Owner or the building's desirability as a building for stores or offices, and upon written notice from Owner, Tenant shall refrain from or discontinue such advertising.
- Tenant shall not bring or permit to be brought or kept in or on the demised premises, any inflammable, combustible, or explosive, or hazardous fluid, material, chemical or substance, or cause or permit any odors of cooking or other processes, or any unusual or other objectionable odors, to permeate in or emanate from the demised premises.
- Tenant shall not place a load on any floor of the demised premises exceeding the floor load per square foot area which it was designed to carry and which is allowed by law. Owner reserves the right to prescribe the weight and position of all safes, business machines and mechanical equipment. Such installations shall be placed and maintained by Tenant at Tenant's expense in a setting sufficient in Owner's judgement to absorb and prevent vibration, noise and annoyance.
- Refuse and Trash - Tenant covenants and agrees, at its sole cost and expense, to comply with all present and future laws, orders and regulations of all state, federal, municipal and local governments, departments, commissions and boards regarding the collection, sorting, separation and recycling of waste and towards regarding the collection, sorting, separation and recycling of waste and towards regarding the collection, sorting, separation and recycling of waste, products, garbage, refuse and trash. Tenant shall pay all costs, expenses, fines, penalties or damages that may be imposed on Owner or Tenant by reason of Tenant's failure to comply with the provisions of this Building Rule 12, and, at Tenant's sole cost and expense, shall indemnify, defend and hold Owner harmless (including reasonable legal fees and expenses) from and against any actions, claims and suits arising from such non-compliance, utilizing counsel reasonably satisfactory to Owner.

Address	TO	STANDARD FORM OF	Store	LEASE	The Real Estate Board of New York, Inc. & Copyright 1959. All rights Reserved. Reproduction in whole or in part prohibited.	Dated	in the year
Premises						Rent Per Year	
						Rent Per Month	
						Term	
						From	
						To	
						Drawn by	.....
						Checked by	.....
						Entered by	.....
						Approved by	.....

[Handwritten Signature]

ADDENDUM TO STORE LEASE

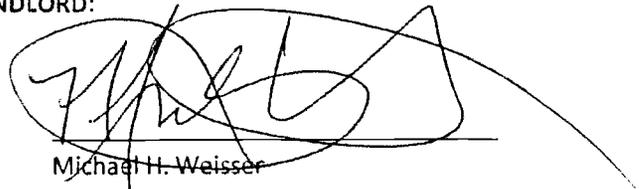
THIS ADDENDUM TO STORE LEASE between Michael H. Weisser, having an address at 54 7th Avenue South, New York, New York 10014 ("Landlord" or "Owner") and Empire State Compassionate Care, Inc., having an address at 333 Earle Ovington Boulevard, Suite 1010, Uniondale, New York 11553, Attention: Anthony V. Curto, Esq. ("Tenant").

40. 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 marihuana in accordance with article 33 of the Public Health Law and agrees to provide the New York State Department of Health, Mayor Erastus Corning 2nd Tower, The Governor Nelson A. Rockefeller Empire State Plaza, Albany N.Y. 12237, with notification by certified mail of its intent to reenter the premises or to initiate dispossess proceedings or that the lease is due to expire, at least 30 days prior to the date on which the landlord intends to exercise a right or reentry or to initiate such proceedings or at least 60 days before the expiration of the lease.

41. Owner acknowledges that this lease is subject to and conditioned upon the Tenant being designated as a registered organization under the New York State Medical Marijuana Program. In the event Tenant is not so designated, Tenant shall have the right to terminate this lease, at its sole option.

IN WITNESS WHEREOF, Owner and Tenant have executed this Addendum to Store Lease as of the day and year written above.

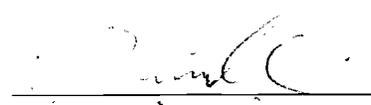
LANDLORD:


Michael H. Weisser

TENANT:

Empire State Compassionate Care, Inc.

By:


Name: David Weiss
Title: pres

6. Attachment D – Operating Plan

EMPIRE STATE COMPASSIONATE CARE, INC.

OPERATING PLAN

TABLE OF CONTENTS

Application Narrative

I.	Manufacturing.....	1
	A. Brands and Product Offerings.....	3
	1. Brands	
	2. Product Offerings	
	B. Cultivation Plan.....	11
	1. Cultivation Method	
	C. Production Plan.....	21
	1. Trimming	
	2. Extraction	
	3. Packaging	
	4. Lab Testing	
	D. Product Packaging and Labeling Plan.....	27
	E. Pesticide Application and Storage Plan.....	31
	F. Disposal of Waste Material.....	32
	G. Inventory Production Areas.....	33
	H. Production Areas and Flow Diagrams (Manufacturing Plan Overview).....	34
	1. Production Areas (Plants)	
	2. Process Flow Diagram (Plants)	
	3. Production Areas (Processed)	
	4. Process Flow Diagram (Processed)	
	5. Water Flow Diagram	
II.	Transport and Distribution.....	46
III.	Dispensing and Sale.....	52
IV.	Devices.....	58
V.	Security and Control.....	67
VI.	Standard Operating Procedure.....	70
	A. Mission Statement	
	B. Introduction and Purpose	
	1. Day-to-Day Operation	
	2. Update the Standard Operational Procedure	
	C. Compliance with New York and Federal Laws and Regulations	
	D. Location, Physical Premises, and Hours of Operation	
	1. Cultivation Center (Secure Facility)	
	2. Dispensaries (Open to Public)	
	3. Hours of Operation	
	E. Manufacturing	
	1. Cultivation Plan	
	2. Production Procedure	
	i. Trimming	
	ii. Extraction	

	iii. Packaging and Labeling	
	3. Lab Testing	
	4. Pesticides Application and Storage Plan	
	5. Disposal of Waste Material	
	6. Inventory of Production Areas	
	F. Operations Procedures- Cultivation Center	
	G. Transport and Distribution	
	H. Dispensing and Sale	
	I. Operations Procedures- Dispensaries	
	J. Notice of Privacy Practice	
	K. Information and Technology	
	L. Standard Accounting Policies and Procedure	
	M. Emergency Procedures, Safety Policy, Alcohol and Drug-Free Workplace Policy	
	N. ESCC Outreach Activities	
VII.	Quality Assurance Plans	137
VIII.	Returns, Complaints, Adverse Events and Recalls	140
	A. Returns, Complaints, and Adverse Events	
	B. Recall Plan	
IX.	Product Quality Assurance	142
X.	Record Keeping	144
	A. General Record Keeping Policy	
	B. Inventory of Production Area	
	C. Inventory of Dispensing Area	

Attachment D- Operating Plan
Empire State Compassionate Care, Inc.

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V. STANDARD OPERATING PROCEDURE

Table of Contents

- A. Mission Statement
- B. Introduction and Purpose
 - 1. Day-to-Day Operation
 - 2. Update the Standard Operational Procedure
- C. Compliance with New York and Federal Laws and Regulations
- D. Location, Physical Premises, and Hours of Operation
 - 1. Cultivation Center (Secure Facility)
 - 2. Dispensaries (Open to Public)
 - 3. Hours of Operation
- E. Manufacturing
 - 1. Cultivation Plan
 - 2. Production Procedure
 - i. Trimming
 - ii. Extraction
 - iii. Packaging and Labeling
 - 3. Lab Testing
 - 4. Pesticides Application and Storage Plan
 - 5. Disposal of Waste Material
 - 6. Inventory of Production Areas
- F. Operations Procedures- Cultivation Center
- G. Transport and Distribution
- H. Dispensing and Sale
- I. Operations Procedures- Dispensaries
- J. Notice of Privacy Practice
- K. Information and Technology
- L. Standard Accounting Policies and Procedure
- M. Emergency Procedures, Safety Policy, Alcohol and Drug-Free Workplace Policy
- N. ESCC Outreach Activities

Attachment D- Operating Plan

Empire State Compassionate Care, Inc.

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XI. Additional Exhibits

B. Statement of Michael Weisser re: Donation of Profits

PLEDGE ACKNOWLEDGEMENT

Donor: MICHAEL H. WEISSER

Date: June 1, 2015

I, MICHAEL H. WEISSER, hereby pledge and commit to give and donate my share of the net profits earned and derived from Empire State Compassionate Care, Inc., (“ESCC”) a corporation duly incorporated and operating under the laws of the State of New York, to charitable organizations and research institutions focused on and dedicated to finding a cure for children’s illnesses for a period of ten (10) years. These include institutions such as Memorial Sloan Kettering Cancer Center, and St. Jude’s Children’s Research Hospital.

I further pledge and commit, on behalf of ESCC and as one of the principal shareholders, directors and officers of ESCC, that I will cause ESCC to provide medical marijuana products free of charge to all children that qualify as Certified Patients for a period of five (5) years from the commencement of operations as a Registered Organization under the New York State Medical Marijuana Program.

A handwritten signature in blue ink, appearing to read 'M. H. Weisser', is written over a horizontal line. The signature is stylized and somewhat cursive.

MICHAEL H. WEISSER

**C. New Jersey Department of Health Medical Marijuana
Program -- 2014 Annual Report**

The Department of Health Medicinal Marijuana Program 2014 Annual Report

March 2015



Chris Christie, Governor
Kim Guadagno, Lt. Governor



Mary E. O'Dowd, MPH
Commissioner

**The Department of Health
Medicinal Marijuana Program
2014 Annual Report**

This document reports the current status of the New Jersey Department of Health (DOH), Medicinal Marijuana Program's (MMP) progress in the implementation of the New Jersey Compassionate Use Medical Marijuana Act (the Act), N.J.S.A. 24:6I-1 et seq. This report will offer an update of program developments in calendar year 2014 on the status of the Alternative Treatment Centers; the patient, caregiver, and physician registries; laboratory testing; the regulatory process; and, conclude with calendar year 2014 statistics.

Alternative Treatment Centers (ATCs)

Greenleaf Compassion Center (GCC) in Montclair, Essex County, was issued a permit to cultivate on April 16, 2012, and issued a final permit on October 15, 2012. GCC began dispensing medicinal marijuana to patients on December 6, 2012. Since its initial permitting, 462 patients have been served, 2,226 transactions completed, and 80 pounds of product dispensed. From January 1, 2014 through December 31, 2014, 361 patients were served, 1,747 transactions completed, and 55.3 pounds of product dispensed. GCC dispensed product on 78 days in 2014. The Department maintains 24/7 video surveillance of the ATC operation and access to its internal inventory management system. GCC was re-permitted on January 1, 2014.

Compassionate Care Foundation (CCF) in Egg Harbor, Atlantic County, was issued a permit to cultivate on June 6, 2013, and issued a final permit on October 3, 2013. CCF began dispensing medicinal marijuana to patients on October 28, 2013. Since its initial permitting, 983 patients have been served, 4,968 transactions completed, and 212 pounds of product dispensed. From January 1, 2014 through December 31, 2014, 583 patients were served, 4,420 transactions completed, and 185 pounds of product dispensed. CCF dispensed product on 216 days in 2014. The Department maintains 24/7 video surveillance of the ATC operation and access to its internal inventory management system.

Garden State Dispensary (GSD) in Woodbridge, Middlesex County, was issued a permit to cultivate on August 7, 2013, and issued a final permit on November 20, 2013. GSD began dispensing medicinal marijuana to patients on November 22, 2013. Since its initial permitting, 2,165 patients have been served, 13,020 transactions completed, and 515 pounds of product dispensed. From January 1, 2014 through December 31, 2014, 1,682 patients were served, 12,051 transactions completed, and 493 pounds of product dispensed. GSD dispensed product on 346 days in 2014. The Department maintains 24/7 video surveillance of the ATC operation and access to its internal inventory management system.

**The Department of Health
Medicinal Marijuana Program
2014 Annual Report**

Breakwater ATC (Breakwater) in Cranbury, Middlesex County, was issued a temporary permit to cultivate on November 20, 2014. Breakwater has initiated cultivation of eight strains of medicinal marijuana and has an inventory of 540 plants. Breakwater has advised the Department that they expect to be fully operational in the summer of 2015. The Department maintains 24/7 video surveillance of the ATC operation and access to its internal inventory management system.

Compassionate Science ATC (CSATC) has secured a host community in Bellmawr, Camden County. The examination of its principals, corporate structure and funding source was initiated on December 14, 2012, and is expected to be completed during the second quarter of 2015. CSATC has completed the construction of its cultivation facility. Final inspection of the facility will be conducted following the completion of the examination process.

Foundation Harmony (Harmony) has secured a host community in Secaucus, Hudson County. The examination of Harmony principals, corporate structure, and funding source was initiated on December 2, 2014, and is ongoing. The Department is working with Harmony to achieve regulatory compliance during the examination process.

Medicinal Marijuana Cultivation

As a result of amendments to P.L.2009, c.307, ATCs are not limited in the number of strains of medicinal marijuana cultivated. The chart below outlines the number of medicinal marijuana strains cultivated by permitted ATCs since the inception of the program. The laboratory results of strains available are contained in the MMP Strain Library. The Strain Library is described further on page five of this report.

	GCC	CCF	GSD	Breakwater	Total
Total Strains Initiated	13	16	22	8	59
Strains Discontinued	3	3	4	0	10
Strains in Cultivation	10	13	18	8	49
Strains Tested	13	9	14	0	36
*CBD Strains Available	2	1	2	0	5
Total Strains Available	10	9	14	0	33

*CBD strains are, at a minimum, a 1 to 1 ratio of CBD to THC

**The Department of Health
Medicinal Marijuana Program
2014 Annual Report**

ATC Examinations

The Department executed a Memorandum of Agreement with the Department of Law and Public Safety (LPS) on January 12, 2012. LPS agreed to assist DOH with obtaining credible and relevant criminal, financial, and other information; as well as provide legal expertise in the examination of the ATCs' principals and business structure to assist the Department in making informed decisions regarding ATC permitting.

Greenleaf Compassion Center (GCC) – Examination of GCC principals and business structure was initiated on December 15, 2011. Examination was completed on April 16, 2012. MMP issued the ATC permit upon review of the examination.

Compassionate Care Foundation (CCF) – Examination of CCF principals was initiated on February 13, 2012. Examination was completed on March 18, 2013. MMP issued the ATC permit upon review of the examination.

Garden State Dispensary (GSD) – Examination of GSD principals was initiated on September 4, 2012. Examination was completed on April 24, 2013. MMP issued the ATC permit upon review of the examination.

Breakwater ATC (Breakwater) – Examination of Breakwater principals was initiated on August 24, 2012. Examination was completed on December 13, 2013. The MMP is assisting them in attaining full regulatory compliance.

Compassionate Science ATC (CSATC) – The examination of CSATC principals, corporate structure, and funding source was initiated on February 12, 2013, and is ongoing.

Foundation Harmony (Harmony) –The examination of Harmony principals, corporate structure, and funding source was initiated on December 2, 2014, and is ongoing.

Examination timeframes are impacted by a number of factors including the complexity of the ATC business structure, their contractual agreements and their responsiveness to requests for information.

**The Department of Health
Medicinal Marijuana Program
2014 Annual Report**

Patients/Caregiver Registry

The MMP developed an electronic patient and caregiver registration and payment process (the registry). The registry is an encrypted, public-facing web application that provides end-to-end security of personal, medical and financial information of the applicant. This registry opened on August 9, 2012. Since the registry opened, 3,727 qualifying patients and 501 caregivers have been registered with the program. From January 1, 2014 through December 31, 2014, 2,057 qualifying patients and 304 caregivers registered with the program. The MMP has issued identification cards to 4,228 qualifying applicants completing the registration process. Additionally, all authorized debilitating illnesses are represented in the present patient population.

On August 18, 2014 the MMP initiated the patient and caregiver registration renewal process. A prorated registration fee is provided to patients who paid an initial registration fee but did not receive medicinal marijuana for a period of time after receiving their initial MMP ID card. The prorated fee is applied at the time of registration renewal and deducts for the time period a patient did not receive medicinal marijuana from an Alternative Treatment Center.

The patient and caregiver registration fee is \$200.00 for two years. Patients and caregivers that receive New Jersey Medicaid, Supplemental Nutrition Assistance Program benefits, New Jersey Temporary Disability Insurance benefits, Supplemental Security Income (SSI) benefits or Social Security Disability (SSD) benefits, receive a reduced registration fee of \$20.00. Approximately 48 percent of registered patients and caregivers receive the reduced application fee of \$20.00.

Physician Registry

Since the inception of the program, 371 physicians have registered with the program; of those physicians registered, 325 are active, 42 requested to be inactivated, and four were disapproved. From January 1, 2014 through December 31, 2014, 77 new physicians registered with the program. Of active physicians, 70 percent are currently authorizing patients for the program. All registered physicians are listed on the MMP website. Patients may ask their primary physician to register with the MMP or they may locate a participating physician on the website by county and/or medical specialty.

Participating physicians must hold an active New Jersey medical license in good standing issued by the NJ Board of Medical Examiners, possess an

**The Department of Health
Medicinal Marijuana Program
2014 Annual Report**

active controlled dangerous substances registration issued by the NJ Division of Consumer Affairs that is not subject to limitation, and practice within the State of New Jersey.

Outreach & Communication

The MMP developed a Customer Service Unit (CSU) for physicians, patients, caregivers, ATCs and the public. The CSU has responded to 25,091 public inquiries via telephone and e-mail. The CSU has also taken a hands-on approach with patients and caregivers to provide assistance through the registration process.

The MMP communicates with ATCs in the examination process to facilitate the review of submissions. Additionally, the MMP communicates daily with operational ATCs to monitor activity, obtain status reports, and resolve any programmatic issues to ensure compliance with the Act and applicable regulations.

Education

The MMP has partnered with the New Jersey Board of Medical Examiners, the Medical Society of New Jersey, and the Drug Policy Alliance to provide an electronic library of scholarly articles and research materials, which are available on the MMP website.

The MMP has developed a Medicinal Marijuana Strain Library available to registered physicians and patients through the MMP registry. The library contains laboratory testing results of available strains of medicinal marijuana cultivated by the ATCs. As of December 31, 2014, there were 33 distinct strains available and posted on the library site. The library is designed to assist physicians and patients in making informed decisions regarding medicinal marijuana use.

Marijuana Testing

The MMP worked with several State agencies to develop marijuana sampling and testing protocols that ensure compliance with labeling standards and the quality of the product. Furthermore, the Department's Public Health Environmental Laboratory (PHEL) established additional, scientific protocols for product sampling and testing.

**The Department of Health
Medicinal Marijuana Program
2014 Annual Report**

The PHEL worked with the Department of Agriculture to develop protocols related to testing for molds and pesticides. The MMP sampling and testing process was developed after researching marijuana testing protocols in the United States, Canada, and Europe. Product testing is necessary to establish cannabinoid profiles and screen the product for mold and other contaminants that can be dangerous for patients with compromised immune systems. The PHEL has developed a testing protocol for the detection of pesticides. Additionally, ATCs have provided the MMP with certification that no chemical pesticides are used in the cultivation of medicinal marijuana.

As of December 31, 2014, the MMP has conducted laboratory testing on 36 distinct strains of medicinal marijuana cultivated by operating ATCs.

Regulatory Process

The Department and LPS established a permitting process to thoroughly review the financial and personal backgrounds of the principals associated with the ATCs. The permitting process is modeled after protocols and procedures for reviewing the background and finances of casino operators undertaken by the Division of Gaming Enforcement, within LPS. Additionally, the MMP has developed an:

- Online registration process for patients, caregivers and ATC employees. Successful applicants are issued an identification card specific to their role within the program;
- Identification card system with various security features that mitigate counterfeiting and which can be validated by law enforcement through an online search; and
- ATC Monitoring Unit that conducts on-site inspections, monitors the ATCs by video in real time, and remotely accesses the ATC internal inventory management systems.

The DOH has collaborated with several State and private entities to implement the Act, including, but not limited to, LPS, including the Office of the Attorney General, the Boards of Medical Examiners and Pharmacy, and the Division of Gaming Enforcement; the Departments of Agriculture, Environmental Protection, Labor and Workforce Development, and Treasury; the Motor Vehicle Commission; Rutgers University; the University of Mississippi; the Drug Policy Alliance; the Medical Society of New Jersey; and the Coalition for Medical

**The Department of Health
Medicinal Marijuana Program
2014 Annual Report**

Marijuana New Jersey. Each has lent expertise to program implementation and operation.

Budget

The FY15 MMP budget consists of an appropriation of \$1,607,000 and a carry forward from FY14 of \$250,677 for a total overall budget of \$1,857,677. Revenue generated from July 1, 2014 to December 31, 2014 from the issuance of patient and caregiver identification cards and ATC permitting is \$206,176. This revenue is used to help offset the operation cost of the program.

**The Department of Health
Medicinal Marijuana Program
2014 Annual Report**

Program Statistics

Patient Registry Applications

	<u>Current</u>	<u>New in 2014</u>
Patients Active	3,569	1,984
Patients Inactive	73	23
Patients Deceased	85	50
<u>Patients Disapproved</u>	<u>203</u>	<u>201</u>
Total Patient Applications	3,930	2,258
Qualifying Patients Registered*	3,727	2,057

Caregiver Registry Applications

	<u>Current</u>	<u>New in 2014</u>
Caregivers Active	281	160
Caregivers Inactive	220	144
<u>Caregivers Disapproved</u>	<u>0</u>	<u>0</u>
Total Caregiver Applications	501	304
Primary Caregivers Registered*	501	304

Registry Identification Cards Revoked 0

*Approximately 48% of registered patients and caregivers qualified for and received the reduced application fee of \$20.00.

Alternative Treatment Center Examinations

Initiated	6
Completed	4
Ongoing	2

Alternative Treatment Center Permits

Issued	4
Full	3
Limited*	1
Revoked	0

*Breakwater ATC was issued a temporary permit to cultivate pending completion of full permitting of the dispensary facility.

**The Department of Health
Medicinal Marijuana Program
2014 Annual Report**

Physician Registry

	<u>Current</u>	<u>New in 2014</u>
Physicians Active*	325	75
Physicians Inactivated	42	2
<u>Physicians Disapproved</u>	<u>4</u>	<u>0</u>
Total Physician Activity	371	77

*Of the 325 active registered physicians, 228 or 70% are executing certifications for registered patients.

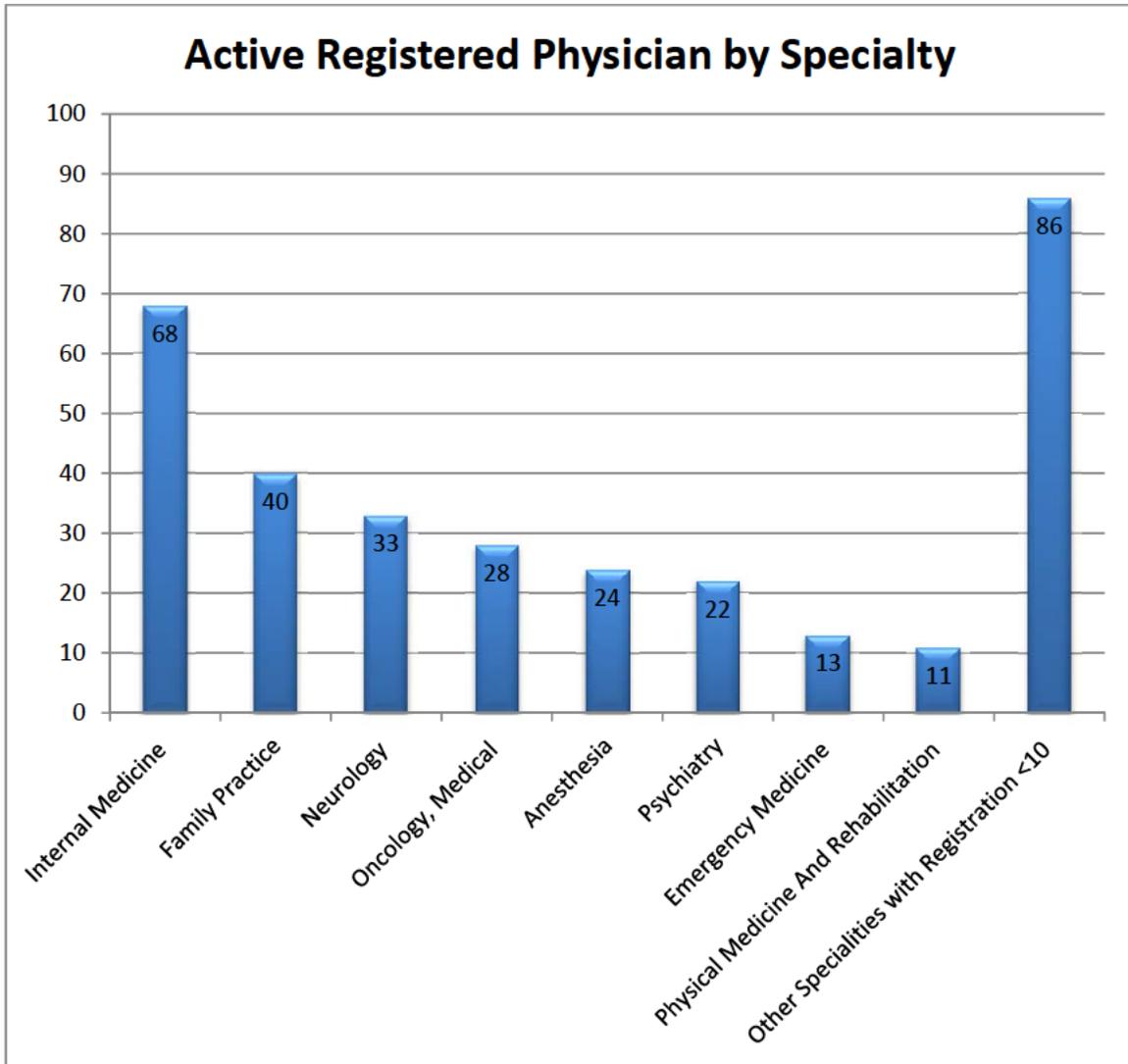
Nature of the Patients' Qualifying Illness Since Program Inception

Debilitating Condition	Count of Patient Conditions	Percentage of Population
Glaucoma	113	3
Inflammatory Bowel Disease	561	15
Intractable Skeletal Spasticity	1,287	34
Lateral Sclerosis	31	<1
Multiple Sclerosis	549	15
Muscular Dystrophy	68	2
Seizure Disorder	258	7
Severe or Chronic Pain	970	26
Terminal Cancer	260	7
Terminal Illness	73	2
Total	*4,170	**112

*Condition count is greater than patient total as some patients suffer from multiple qualifying illnesses.

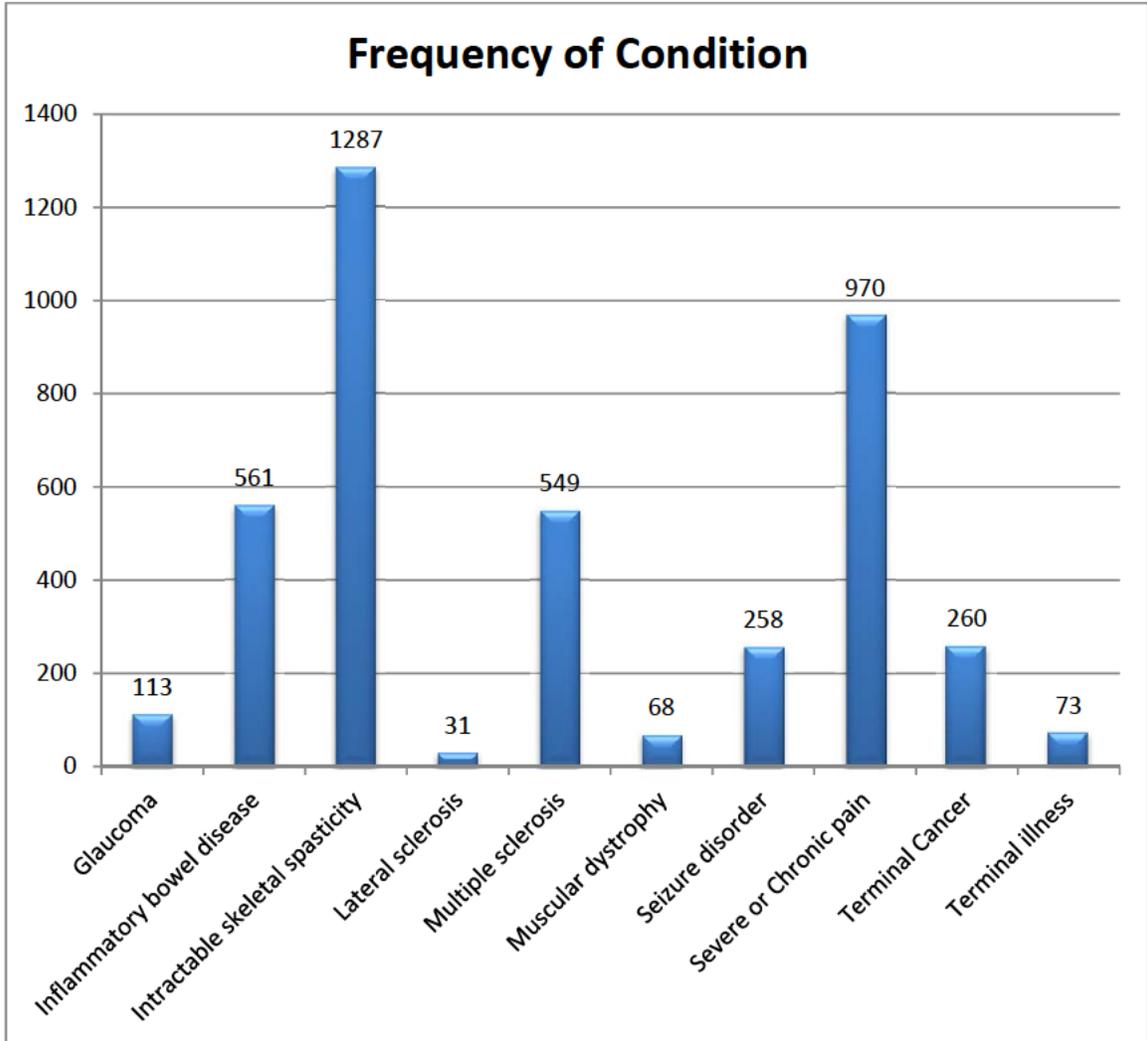
**Percentage of population is greater than 100% as some patients suffer from multiple qualifying illnesses.

The Department of Health
Medicinal Marijuana Program
2014 Annual Report

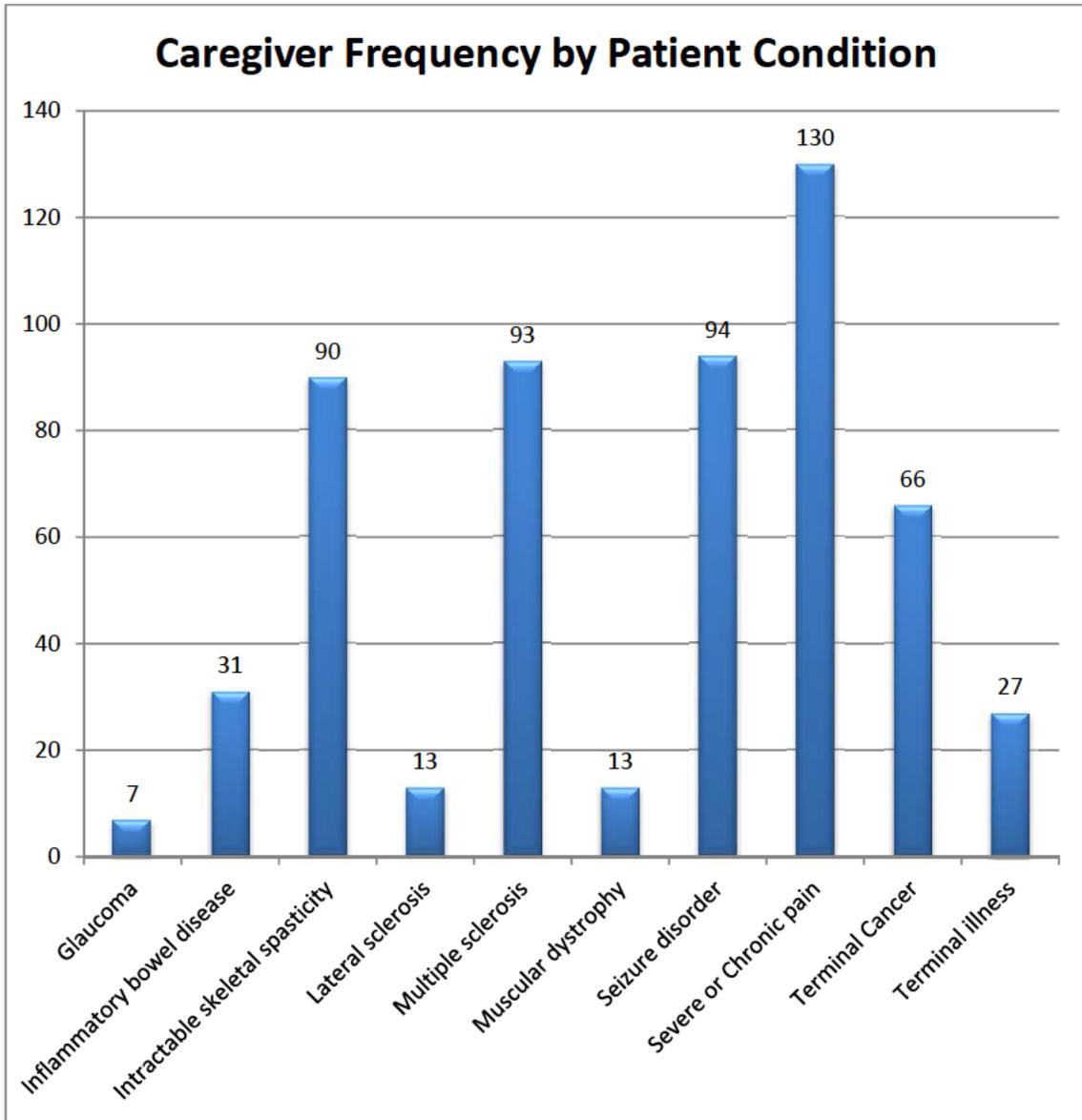


Total active registered physicians - 325

The Department of Health
Medicinal Marijuana Program
2014 Annual Report



The Department of Health
Medicinal Marijuana Program
2014 Annual Report



A. Certificate of Frank Bianco (Director of Science & Production in Colorado) and Independent Lab Reports Regarding Consistent Cannabinoid Profiles

CERTIFICATION OF CONSISTENT CANNABINOID PROFILE

The undersigned is the Director of Science and Production for Compassionate Care Giver's, Inc. ("CCG") and the other Colorado affiliates of Empire State Compassionate Care, Inc. ("ESCC"). I have collaborated closely with David Weisser, President of CCG and ESCC, in the scientific development, cultivation, processing (including extracting and infusing of "oils"), and testing of ready for delivery medical marijuana products.

Annexed to this certification are independent laboratory test results which were conducted on marijuana products produced by ESCC's Colorado affiliate, Compassionate Care Giver's, Inc.

Although edibles will not be implemented in New York, for purposes of demonstrating "Consistent Cannabinoid Profile", the lab results from testing conducted on hard candy edible products have significance in that they show consistency and homogeneity of the cannabinoid profile of the "oils" that are infused into said products.

Edibles use oil extract as the only source of active cannabinoid. Consistency and homogeneity of the cannabinoid profile of oil is the determinative factor in producing finished product with consistent cannabinoid profiles. Thus, demonstrated cannabinoid profile consistency of the edible products show (1) the product itself has a consistent cannabinoid profile, and (2) the oil extract used to create edible product also had a consistent cannabinoid profile.

Annexed are sample independent laboratory test results of selections of hard candy edibles made from the same "strain", but from 6 different batches made and tested on 6 different dates. The results show the following cannabinoid profiles:

- #1. **8.94 Total Milligrams:** 8.65 mg THC, 0.10 mg CBD, 0.07 mg CBN, 0.12 mg CBG;
- #2. **8.71 Total Milligrams:** 8.37 mg THC, 0.11 mg CBD, 0.10 mg CBN, 0.10 mg CBG, 0.03 mg CBD-A;
- #3. **8.13 Total Milligrams:** 7.86 mg THC, 0.09 mg CBD, 0.07 mg CBN, 0.11 mg CBG;
- #4. **8.61 Total Milligrams:** 8.20 mg THC, 0.09 mg CBD, 0.07 mg CBN, 0.09 mg CBG, 0.16 mg THC-A;
- #5. **8.89 Total Milligrams:** 8.60 mg THC, 0.10 mg CBD, 0.07 mg CBN, 0.12 mg CBG;
- #6. **8.11 Total Milligrams:** 7.84 mg THC, 0.09 mg CBD, 0.07 mg CBN, 0.11 mg CBG.

The above analytic results show that 6 samples from 6 different dates and batches have a similar active cannabinoid profile. Importantly, variations between the 6 samples on the THC contents were only 0.81 mg and on CBD contents were only 0.02 mg. Thus, the independent lab results prove the uniformity and consistency of the cannabinoid profile of the oil extract throughout all 6 samples from different batches on different dates.

These sample lab results demonstrate two significant findings:

- (1) the oil extracts infused into these different batches of a particular type of end-product (hard candy edibles) had an insignificant level of variation in the cannabinoid profiles among the different batches; and, as such,**
- (2) the cultivation and processing methodology utilized by CCG on these batches were effective in producing consistent quality marijuana plants that in turn produced marijuana products with consistent cannabinoid profiles.**

Although the consistency of the finished oil extract and the infused end product will be more important in New York State, another example of CCG's (and by extension ESCC's) ability to produce consistent cannabinoid profiles, is demonstrated in the attached 4 sets independent laboratory results conducted on our product in a "flower form". These samples were selected from four different batches of the same "strain" or "brand" and were tested by two separate laboratories on two different dates:

A-1. 20.45% THCA; A-2. 19.50% THCA;
B-1. 23.97% THCA; B-2. 24.18% THCA;
C-1. 16.00% THCA; C-2. 15.44% THCA;
D-1. 17.91% THCA; D-2. 17.75% THCA.

ESCC will be implementing similar methodologies of cultivation and extraction in New York State as described in ESCC's application to become a Registered Organization and, as such, we have every confidence that ESCC will similarly produce high-quality medical marijuana products with consistent cannabinoid profiles.

Date: June 1, 2015.

CERTIFIED:

Compassionate Care Giver's, Inc.

By: 
Frank Bianco,
Director of Science and Production



Customer Details

Customer:	Rocky Mountain High
Address:	4237 Josephine Street #103 Denver, CO 80216
Contact:	Frank Bianco

Sample Details

ID:	Mango Hard Candy	
MITS:	1A400031268748D000000502	
Batch:	N/A	Class: Retail
Category:	Edible	Received: 1-Apr-15



Cannabinoid Profile

	Total mg
THC	7.86
THC-A	0.00
CBD	0.09
CBD-A	0.00
CBN	0.07
CBG	0.11
Total Cannabinoids	8.13



Summary of Active Cannabinoids

Active THC	7.86
Active CBD	0.09
Active CBN	0.07
Active CBG	0.11
Total Active Cannabinoids	8.13

Visual Inspection

Test	Result	Status
Foreign Material	None Detected	Pass

Microbials

Test	Result	Tolerance Limits	Status
<i>E. coli (STEC)</i>	Not Tested	< 1 CFU	N/A
<i>Salmonella spp.</i>	Not Tested	< 1 CFU	N/A
<i>Aspergillus fumigatus</i>	Not Tested	< 1 CFU	N/A
<i>Aspergillus flavus</i>	Not Tested	< 1 CFU	N/A
<i>Aspergillus niger</i>	Not Tested	< 1 CFU	N/A

Final Approval

Prepared By / Date	Approved By / Date	Status
		Pass



Customer Details

Customer:	Rocky Mountain High
Address:	4237 Josephine Street #103 Denver, CO 80216
Contact:	Frank Bianco



Sample Details

ID:	Black N Blue Hard Candy		
MITS:	1A400031268748D000000550		
Batch:	N/A	Class:	Retail
Category:	Edible	Received:	8-Apr-15

Cannabinoid Profile

	Total mg
THC	8.20
THC-A	0.16
CBD	0.09
CBD-A	0.00
CBN	0.07
CBG	0.09
Total Cannabinoids	8.61



Summary of Active Cannabinoids

Active THC	8.34
Active CBD	0.09
Active CBN	0.07
Active CBG	0.09
Total Active Cannabinoids	8.59

Visual Inspection

Test	Result	Status
Foreign Material	None Detected	Pass

Microbials

Test	Result	Tolerance Limits	Status
<i>E. coli (STEC)</i>	Not Tested	< 1 CFU	N/A
<i>Salmonella spp.</i>	Not Tested	< 1 CFU	N/A
<i>Aspergillus fumigatus</i>	Not Tested	< 1 CFU	N/A
<i>Aspergillus flavus</i>	Not Tested	< 1 CFU	N/A
<i>Aspergillus niger</i>	Not Tested	< 1 CFU	N/A

Final Approval

Prepared By / Date	Approved By / Date	Status
		Pass



Customer Details

Customer:	Rocky Mountain High
Address:	4237 Josephine Street #103 Denver, CO 80216
Contact:	Frank Bianco

Sample Details

ID:	Mango Hard Candy		
MITS:	1A400031268748D000000356		
Batch:	N/A	Class:	Retail
Category:	Edible	Received:	12-Mar-15



Cannabinoid Profile

	Total mg
THC	8.60
THC-A	0.00
CBD	0.10
CBD-A	0.00
CBN	0.07
CBG	0.12
Total Cannabinoids	8.89

Summary of Active Cannabinoids

Active THC	8.60
Active CBD	0.10
Active CBN	0.07
Active CBG	0.12
Total Active Cannabinoids	8.89



Visual Inspection

Test	Result	Status
Foreign Material	None Detected	Pass

Microbials

Test	Result	Tolerance Limits	Status
<i>E. coli (STEC)</i>	Not Tested	< 1 CFU	N/A
<i>Salmonella spp.</i>	Not Tested	< 1 CFU	N/A
<i>Aspergillus fumigatus</i>	Not Tested	< 1 CFU	N/A
<i>Aspergillus flavus</i>	Not Tested	< 1 CFU	N/A
<i>Aspergillus niger</i>	Not Tested	< 1 CFU	N/A

Final Approval

Prepared By / Date	Approved By / Date	Status
		Pass



Customer Details

Customer:	Rocky Mountain High
Address:	4237 Josephine Street #103 Denver, CO 80216
Contact:	Frank Bianco

Sample Details

ID:	Peach Hard Candy		
MITS:	1A400031268748D000000466		
Batch:	N/A	Class:	Retail
Category:	Edible	Received:	24-Mar-15



Cannabinoid Profile

	Total mg
THC	7.84
THC-A	0.00
CBD	0.09
CBD-A	0.00
CBN	0.07
CBG	0.11
Total Cannabinoids	8.11



Summary of Active Cannabinoids

Active THC	7.84
Active CBD	0.09
Active CBN	0.07
Active CBG	0.11
Total Active Cannabinoids	8.11

Visual Inspection

Test	Result	Status
Foreign Material	None Detected	Pass

Microbials

Test	Result	Tolerance Limits	Status
<i>E. coli (STEC)</i>	Not Tested	< 1 CFU	N/A
<i>Salmonella spp.</i>	Not Tested	< 1 CFU	N/A
<i>Aspergillus fumigatus</i>	Not Tested	< 1 CFU	N/A
<i>Aspergillus flavus</i>	Not Tested	< 1 CFU	N/A
<i>Aspergillus niger</i>	Not Tested	< 1 CFU	N/A

Final Approval

Prepared By / Date	Approved By / Date	Status
		Pass

CANNABINOID LABORATORY REPORT

Customer:	Compassionate Care Givers	Date sampled:	4/10/15
Strain:	Banana Kush	Date reported:	4/13/15
Sales Rep.:	Robert Howland	Date of lab test:	4/10/15
Sample ID #:	202103	Instrumentation:	HPLC/DAD
Batch #:	METRC-0608	Calibration:	4/10/15
Water content:			

ACIDIC COMPOUND

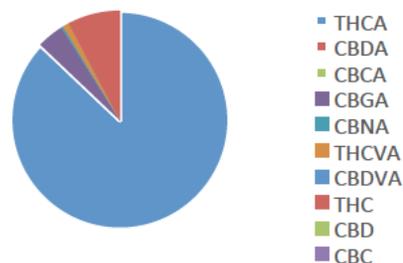
THCA	20.45
CBDA	NR*
CBCA	NR*
CBGA	0.93
CBNA	0.07
THCVA	0.22
CBDVA	NR*

NEUTRAL COMPOUND

THC	1.81
CBD	NR*
CBC	NR*
CBG	NR*
CBN	NR*
THCV	NR*
CBDV	NR*

*None Reported because the compound exists at or below the detected limit of the method

LAB NOTES: Phytatech LLC
879 Federal Blvd.
Denver, CO 80204
www.phytatech.com



¹ Product samples are tested as sold to patients, with no adjustment for water content.

² The sum of acidic and neutral values does not equal total potential content of a compound.

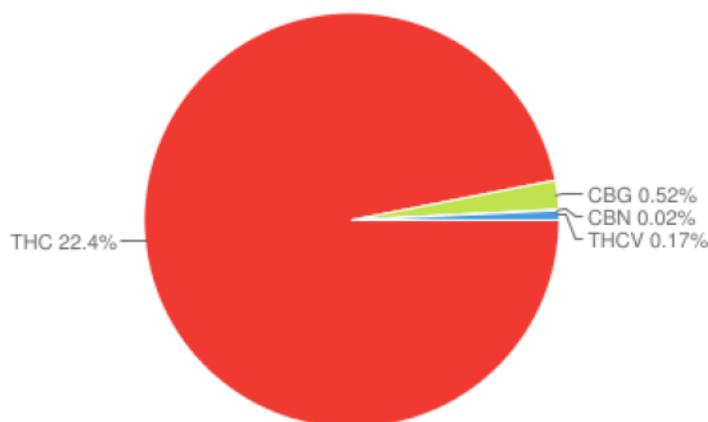
To account for incomplete conversion of acidic to neutral compounds, the acidic value is reduced by a standard formula i.e., (THC-acid x 0.88) + delta9-THC = Total Potential THC Ingredients found in trace quantities, below physiologically significant levels, are not reported.



CANNABINOID LABORATORY REPORT

Customer:	Kazimer LLC	Date sampled:	5/22/2015
Strain:	Golden Goat	Date reported:	5/26/2015
Sales representative:	Rob Howland	Date of lab test:	5/24/2015
Sample ID #:	203410	Instrumentation:	HPLC/DAD
Batch #:	METRC-0330	Calibration:	5/24/2015
Water content:			

ACIDIC COMPOUND		NEUTRAL COMPOUND		TOTAL POTENTIAL CANNABINOIDS ²	
THCA	23.97	THC	1.32	THC	22.4
CBDA	NR*	CBD	NR*	CBD	NR*
CBCA	NR*	CBC	NR*	CBC	NR*
CBGA	0.60	CBG	NR*	CBG	0.52
CBNA	0.02	CBN	NR*	CBN	0.02
THCVA	0.19	THCV	NR*	THCV	0.17
CBDVA	NR*	CBDV	NR*	CBDV	NR*



* None Reported because the compound exists at or below the detection limit of the method.

LAB NOTES:

Phytatech - 879 Federal Blvd - Denver CO 80204 - (303)-427-2379

¹ Product samples are tested as sold to patients, with no adjustment for water content.

² The sum of acidic and neutral values does not equal total potential content of a compound.

To account for incomplete conversion of acidic to neutral compounds, the acidic value is reduced by a standard formula i.e., (THC-acid x 0.88) + delta9-THC = Total Potential THC
 Ingredients found in trace quantities, below physiologically significant levels, are not reported.

Noel Palmer, Ph.D
 Laboratory Director





Customer Details

Customer:	Rocky Mountain High
Address:	4237 Josephine Street, Units 102-103 Denver, CO 80216
Contact:	Frank Bianco



Sample Details

ID:	Golden Goat		
MITS:	1A400031266EE36000000589		
Batch:	N/A	Class:	Retail
Category:	Flower	Received:	9-Mar-15

Cannabinoid Profile

(%w/w)

THC	0.41%
THC-A	24.18%
CBD	0.00%
CBD-A	0.79%
CBN	0.00%
CBG	0.04%
Total Cannabinoids	25.42%



Summary of Active Cannabinoids

Active THC	21.61%
Active CBD	0.69%
Active CBN	0.00%
Active CBG	0.04%
Total Active Cannabinoids	22.34%

Visual Inspection

Test	Result	Status
Foreign Material	None Detected	Pass

Microbials

Test	Result	Tolerance Limits	Status
<i>E. coli (STEC)</i>	Not Tested	< 1 CFU	N/A
<i>Salmonella spp.</i>	Not Tested	< 1 CFU	N/A
<i>Aspergillus fumigatus</i>	Not Tested	< 1 CFU	N/A
<i>Aspergillus flavus</i>	Not Tested	< 1 CFU	N/A
<i>Aspergillus niger</i>	Not Tested	< 1 CFU	N/A

Final Approval

Prepared By / Date	Approved By / Date	Status
		Pass

CANNABINOID LABORATORY REPORT

Customer:	Compassionate Care Givers	Date sampled:	4/10/15
Strain:	FLO	Date reported:	4/13/15
Sales Rep.:	Robert Howland	Date of lab test:	4/10/15
Sample ID #:	202100	Instrumentation:	HPLC/DAD
Batch #:	METRC-0605	Calibration:	4/10/15
Water content:			

ACIDIC COMPOUND

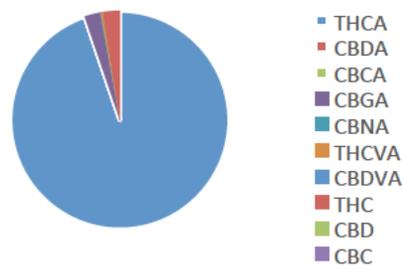
THCA	16
CBDA	NR*
CBCA	NR*
CBGA	0.39
CBNA	0.02
THCVA	0.05
CBDVA	NR*

NEUTRAL COMPOUND

THC	0.42
CBD	NR*
CBC	NR*
CBG	NR*
CBN	NR*
THCV	NR*
CBDV	NR*

*None Reported because the compound exists at or below the detected limit of the method

LAB NOTES: Phytatech LLC
879 Federal Blvd.
Denver, CO 80204
www.phytatech.com



¹ Product samples are tested as sold to patients, with no adjustment for water content.

² The sum of acidic and neutral values does not equal total potential content of a compound.

To account for incomplete conversion of acidic to neutral compounds, the acidic value is reduced by a standard formula i.e., (THC-acid x 0.88) + delta9-THC = Total Potential THC. Ingredients found in trace quantities, below physiologically significant levels, are not reported.



Rocky Mountain High MMJ
1538 Wazee Street
Denver, CO 80202

Test ID: CO0124854
Sample: Flo
Type: Flower

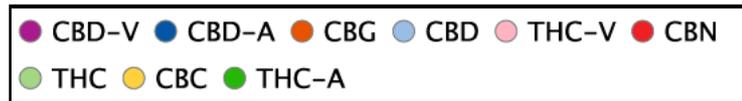
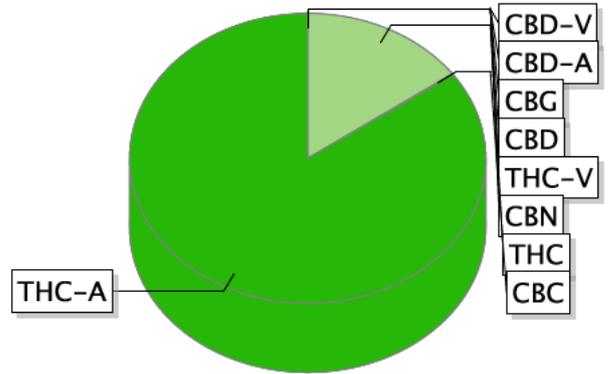
Received: 01/19/2015
Approved: 01/20/2015
Expires: 03/21/2015

Technician: Cameron
Cunningham
Approved by: VBuchanan

Potency Test Results

Test	Weight %	Limit
CBD-V	<0.001 %	N/A
CBD-A	<0.001 %	N/A
CBG	<0.001 %	N/A
CBD	<0.001 %	N/A
THC-V	<0.001 %	N/A
CBN	<0.001 %	N/A
THC	2.75 %	N/A
CBC	0.02 %	N/A
THC-A	15.44 %	N/A
Max THC	16.28 %	N/A
Max CBD	N/A	N/A
Total Active	2.77 %	N/A
Total	18.20 %	N/A

Potency Chart



All cannabinoids in their acid forms (those ending in "-A") can be converted to their non-acid forms through a process called decarboxylation when the sample is heated. The molecules lose mass through this process, and thus to find the total theoretical active cannabinoids you must multiply the acid forms by 87.7%.

For example, THC-A can be converted to active THC using the formula: $THC-A \times 0.877 = THC$
And so the Max THC for the sample is: $Max\ THC = (THC-A \times 0.877) + THC$

This method has been validated according to the principles of the International Conference on Harmonisation.

Moisture

Moisture Content: 10.58%

Visual Inspection

Visual Inspection	Result
Mold	no
Mildew	no
Hair	no

Inspection Comments: None



Lab Information

CannLabs, Inc
3888 E Mexico Ave, Suite B50
Denver, CO 80210

Phone: 303-309-0105
Fax: 720-398-5904

lab@cannlabs.com
www.cannlabs.com

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CANNABINOID LABORATORY REPORT

Customer:	Compassionate Care Givers	Date sampled:	4/10/15
Strain:	Pure Power Plant	Date reported:	4/13/15
Sales Rep.:	Robert Howland	Date of lab test:	4/10/15
Sample ID #:	202107	Instrumentation:	HPLC/DAD
Batch #:	METRC-0612	Calibration:	4/10/15
Water content:			

ACIDIC COMPOUND

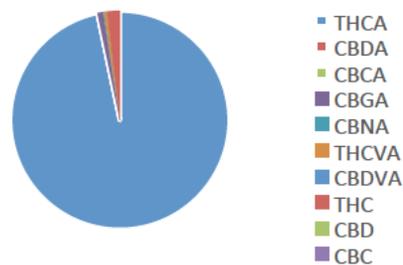
THCA	17.91
CBDA	NR*
CBCA	NR*
CBGA	0.15
CBNA	0.03
THCVA	0.09
CBDVA	NR*

NEUTRAL COMPOUND

THC	0.34
CBD	NR*
CBC	NR*
CBG	NR*
CBN	NR*
THCV	NR*
CBDV	NR*

*None Reported because the compound exists at or below the detected limit of the method

LAB NOTES: Phytatech LLC
879 Federal Blvd.
Denver, CO 80204
www.phytatech.com



¹ Product samples are tested as sold to patients, with no adjustment for water content.

² The sum of acidic and neutral values does not equal total potential content of a compound.

To account for incomplete conversion of acidic to neutral compounds, the acidic value is reduced by a standard formula i.e., (THC-acid x 0.88) + delta9-THC = Total Potential THC Ingredients found in trace quantities, below physiologically significant levels, are not reported.



Rocky Mountain High MMJ
 1538 Wazee Street
 Denver, CO 80202

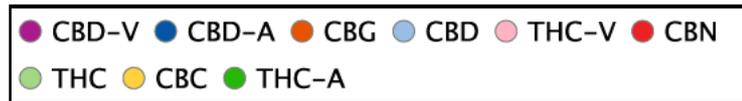
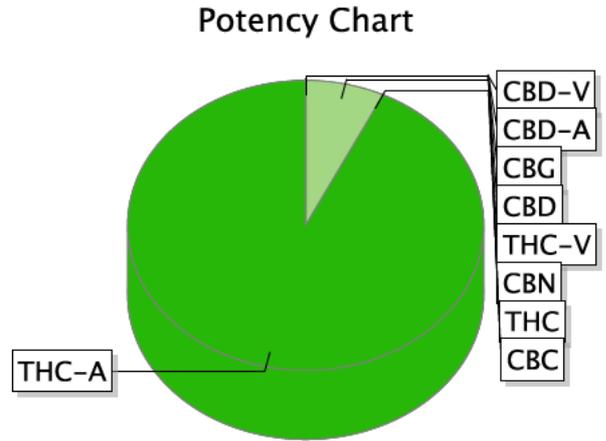
Test ID: CO0124857
 Sample: Pure Power Plant
 Type: Flower

Received: 01/19/2015
 Approved: 01/20/2015
 Expires: 03/21/2015

Technician: Cameron
 Cunningham
 Approved by: VBuchanan

Potency Test Results

Test	Weight %	Limit
CBD-V	<0.001 %	N/A
CBD-A	<0.001 %	N/A
CBG	<0.001 %	N/A
CBD	<0.001 %	N/A
THC-V	<0.001 %	N/A
CBN	<0.001 %	N/A
THC	1.37 %	N/A
CBC	<0.001 %	N/A
THC-A	17.75 %	N/A
Max THC	16.94 %	N/A
Max CBD	N/A	N/A
Total Active	1.37 %	N/A
Total	19.12 %	N/A



All cannabinoids in their acid forms (those ending in "-A") can be converted to their non-acid forms through a process called decarboxylation when the sample is heated. The molecules lose mass through this process, and thus to find the total theoretical active cannabinoids you must multiply the acid forms by 87.7%.

For example, THC-A can be converted to active THC using the formula: $THC-A \times 0.877 = THC$
 And so the Max THC for the sample is: $Max\ THC = (THC-A \times 0.877) + THC$

This method has been validated according to the principles of the International Conference on Harmonisation.

Moisture

Moisture Content: 9.37%

Visual Inspection

Visual Inspection	Result
Mold	no
Mildew	no
Hair	no

Inspection Comments: None



Lab Information

CannLabs, Inc
 3888 E Mexico Ave, Suite B50
 Denver, CO 80210

Phone: 303-309-0105
 Fax: 720-398-5904

lab@cannlabs.com
 www.cannlabs.com

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Customer Details

Customer:	Rocky Mountain High
Address:	4237 Josephine Street #103 Denver, CO 80216
Contact:	Frank Bianco



Sample Details

ID:	Blue Strawberry Hard Candy		
MITS:	1A400031268748D000000739		
Batch:	N/A	Class:	Retail
Category:	Edible	Received:	21-Apr-15

Cannabinoid Profile		Total mg
THC		8.65
THC-A		0.00
CBD		0.10
CBD-A		0.00
CBN		0.07
CBG		0.12
Total Cannabinoids		8.94



Summary of Active Cannabinoids	
Active THC	8.65
Active CBD	0.10
Active CBN	0.07
Active CBG	0.12
Total Active Cannabinoids	8.94

Visual Inspection

Test	Result	Status
Foreign Material	None Detected	Pass

Microbials

Test	Result	Tolerance Limits	Status
<i>E. coli (STEC)</i>	Not Tested	< 1 CFU	N/A
<i>Salmonella spp.</i>	Not Tested	< 1 CFU	N/A
<i>Aspergillus fumigatus</i>	Not Tested	< 1 CFU	N/A
<i>Aspergillus flavus</i>	Not Tested	< 1 CFU	N/A
<i>Aspergillus niger</i>	Not Tested	< 1 CFU	N/A

Final Approval

Prepared By / Date	Approved By / Date	Status
		Pass



Customer Details

Customer:	Rocky Mountain High
Address:	4237 Josephine Street #103 Denver, CO 80216
Contact:	Frank Bianco



Sample Details

ID:	Watermelon Green Apple Hard Candy		
MITS:	1A400031268748D000000630		
Batch:	N/A	Class:	Retail
Category:	Edible	Received:	13-Apr-15

Cannabinoid Profile

	Total mg
THC	8.37
THC-A	0.00
CBD	0.11
CBD-A	0.03
CBN	0.10
CBG	0.10
Total Cannabinoids	8.71



Summary of Active Cannabinoids

Active THC	8.37
Active CBD	0.14
Active CBN	0.10
Active CBG	0.10
Total Active Cannabinoids	8.71

Visual Inspection

Test	Result	Status
Foreign Material	None Detected	Pass

Microbials

Test	Result	Tolerance Limits	Status
<i>E. coli (STEC)</i>	Not Tested	< 1 CFU	N/A
<i>Salmonella spp.</i>	Not Tested	< 1 CFU	N/A
<i>Aspergillus fumigatus</i>	Not Tested	< 1 CFU	N/A
<i>Aspergillus flavus</i>	Not Tested	< 1 CFU	N/A
<i>Aspergillus niger</i>	Not Tested	< 1 CFU	N/A

Final Approval

Prepared By / Date	Approved By / Date	Status
		Pass

Rocky Mountain High MMJ
1538 Wazee Street
Denver, CO 80202

Test ID: CO0124860
Sample: Banana Kush
Type: Flower

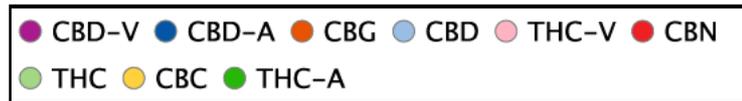
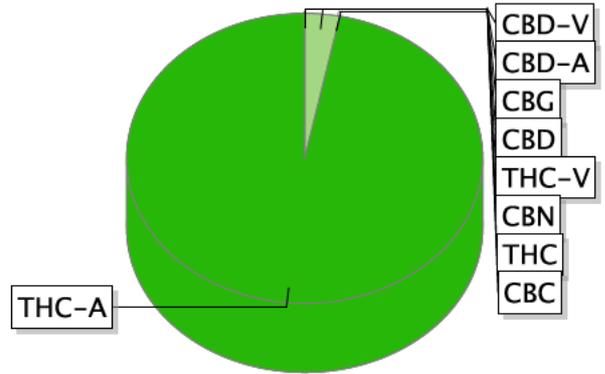
Received: 01/19/2015
Approved: 01/20/2015
Expires: 03/21/2015

Technician: Cameron
Cunningham
Approved by: VBuchanan

Potency Test Results

Test	Weight %	Limit
CBD-V	<0.001 %	N/A
CBD-A	<0.001 %	N/A
CBG	<0.001 %	N/A
CBD	<0.001 %	N/A
THC-V	<0.001 %	N/A
CBN	<0.001 %	N/A
THC	0.64 %	N/A
CBC	<0.001 %	N/A
THC-A	19.50 %	N/A
Max THC	17.74 %	N/A
Max CBD	N/A	N/A
Total Active	0.64 %	N/A
Total	20.14 %	N/A

Potency Chart



All cannabinoids in their acid forms (those ending in "-A") can be converted to their non-acid forms through a process called decarboxylation when the sample is heated. The molecules lose mass through this process, and thus to find the total theoretical active cannabinoids you must multiply the acid forms by 87.7%.

For example, THC-A can be converted to active THC using the formula: $THC-A \times 0.877 = THC$
And so the Max THC for the sample is: $Max\ THC = (THC-A \times 0.877) + THC$

This method has been validated according to the principles of the International Conference on Harmonisation.

Moisture

Moisture Content: 9.62%

Visual Inspection

Visual Inspection	Result
Mold	no
Mildew	no
Hair	no

Inspection Comments: None



Lab Information

CannLabs, Inc
3888 E Mexico Ave, Suite B50
Denver, CO 80210

Phone: 303-309-0105
Fax: 720-398-5904

lab@cannlabs.com
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D. Patient Testimonials

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

June 1, 2015

Howard A. Zucker, MD, JD
Acting Commissioner
New York State Department of Health
Corning Tower, Empire State Plaza
Albany, NY 12237

Dear Commissioner Zucker:

Dealing with [REDACTED]) has been a [REDACTED], making performing the most routine tasks, that many people take for granted, a challenge and having an [REDACTED] on my [REDACTED].

Over the course of my diagnosis and dealing with [REDACTED] doctors have tried a [REDACTED] [REDACTED] to help [REDACTED]. I went to see a [REDACTED] expert who could help figure out the best way for me to receive treatment. After receiving many different treatments all of which had [REDACTED] I needed to find something new to try.

It turns out that [REDACTED] g and I was referred to the Garden State Dispensary in Woodbridge. From the first time I walked into the Garden State Dispensary I noticed an environment that was compassionate and understanding about my condition and they were willing to work with me to develop a plan of care that would help [REDACTED] the [REDACTED] that I was experiencing [REDACTED] that had become a [REDACTED].

Medical marijuana has [REDACTED] and enabled me to [REDACTED]. The guidance provided by the counselors enabled me to build the confidence in their options of treatment that have improved my quality of life.

From the first time I entered the Garden State Dispensary I have been able to say that they have made a meaningful impact and improved the quality of my life. The care that patients receive here should be replicated in New York State. I hope that people who are suffering the same way I am get the opportunity to be comforted and assisted by these owners like I was.

I would encourage you to grant an application to Empire State Compassionate Care (Garden State Dispensary in NJ) so that people, who are afflicted with debilitating diseases, like mine, get the care they need and rightfully deserve.

If you would like to discuss further with me, please do not hesitate to contact me at [REDACTED]. Thank you for your attention in this matter.

Respectfully,

Felice Tunison

[REDACTED]

May 19, 2015

Howard A. Zucker, MD, JD
Acting Commissioner
New York State Department of Health
Corning Tower, Empire State Plaza
Albany, NY 12237

Dear Commissioner Zucker:

My name is Janet Snyder Capello and I have been living with [REDACTED] for the past [REDACTED] years. It has been a [REDACTED], however, thanks to the great people at the Garden State Dispensary (applying in New York under Empire State Compassionate Care) I can honestly say, I am coming back.

For the past [REDACTED], I have been a patient there and the progress I am making is nothing [REDACTED]. Upon beginning my treatment, the staff provided me with a consultation that was kind, approachable and gentle. They were upbeat and remain a source of great energy for me. They are always available to me if I have any questions and remain in touch to ensure progress is being made.

Turning to medical marijuana wasn't easy and there are stigmas associated with it and I [REDACTED]. However, in the past [REDACTED] my [REDACTED]

[REDACTED]

My [REDACTED], who just completed her first year at Rutgers Law School, has noticed the difference also and she recently said, "[REDACTED] you're [REDACTED] and [REDACTED]."

While it may not seem like much to some, I went to a picnic this past weekend and saw friends that I hadn't seen in years. The people at the Garden State Dispensary have made that possible.

I wholeheartedly support Empire State Compassionate Care's record of caring, excellence and its expertise in helping people like me afflicted with HIV/AIDS. I hope that you will offer the people of New York the same quality, compassionate care I have been provided.

I am much happier today and strengthened by the fact that these people will help me share in the day when [REDACTED] graduates Rutgers Law to become an attorney.

If you have any questions, please do not hesitate to contact me at [REDACTED].

Sincerely,

Janet Snyder-Cappello 6-1-15

Janet Snyder Cappello

Dashaunt McLean



June 1, 2015

Howard A. Zucker, MD, JD
Acting Commissioner
New York State Department of Health
Corning Tower, Empire State Plaza
Albany, NY 12237

Dear Commissioner Zucker:

My name is [REDACTED] and I want you to know that I support Empire State Compassionate Care's application to grow and dispense medical marijuana. This support comes from my personal experience that their New Jersey Company, Garden State Dispensary, has improved my life and the way to measure their success is by the success I have reclaimed in my life.

Growing up I always envisioned that one day I would be able to be a [REDACTED] and help people in my community. Unfortunately, I may never realize that dream – but the alternative for me was far worse until I found the Garden State Dispensary.

When I was [REDACTED] years old I would often [REDACTED] and tell my [REDACTED] that I [REDACTED] ' [REDACTED] I was [REDACTED] and [REDACTED] and [REDACTED]. At [REDACTED] I was [REDACTED] with [REDACTED] and suffered from [REDACTED]. As a result, my [REDACTED] suffered and after only one year at Rutgers, I was [REDACTED].

Doctors prescribed many different medications to try to control my [REDACTED] but they just didn't work. I was suffering anywhere from [REDACTED] or [REDACTED] per [REDACTED] and over [REDACTED]. With what seemed to be no end in sight I needed to find additional ways to help improve my condition. As a result of the [REDACTED] I was [REDACTED] and went from [REDACTED].

I spoke to my doctor and we began to research if medical marijuana would be a good option for my care. After a disappointing encounter at another medical marijuana facility I decided to give it one final shot and drove for over an hour and a half to the Garden State Dispensary.

It was here I was greeted with first class care and dealt with a counselor who was able to understand my condition and help me out. I still make the [REDACTED] trip because the results I

have encountered at Garden State Dispensary have proven invaluable to reclaiming my life. The results have been remarkable.

I have experienced an [REDACTED] and began to [REDACTED] and suddenly I [REDACTED]. My [REDACTED] noticed my new found motivation and together we are making plans for me to go back to college. Further, after being [REDACTED] for a long period of time, I now have a [REDACTED]. Most importantly, I haven't had a [REDACTED] in [REDACTED].

If it wasn't for the help I received at the Garden State Dispensary, I would not be in the position where I am today. I stand here today as a [REDACTED]-year-old man who suddenly has the motivation and vision to do something with his life.

I hope that in New York State they open the same type of high quality facility there that can provide the help and assistance that they have given me here.

If you have any further questions, please don't hesitate to contact me at the above number.

Sincerely,



Dashaunt McLean

Marta M. Portuquez
[REDACTED]

May 21, 2015

Howard A. Zucker, MD, JD
Acting Commissioner
New York State Department of Health
Corning Tower
Empire State Plaza
Albany, NY 12237

Dear Commissioner Zucker:

First and foremost I'd like to thank you for your time, hello my name is Marta Portuquez. As an activist in New Jersey who was supportive of the passage of medicinal cannabis, I want to congratulate you and Governor Cuomo for your vision and courage in helping to make medical cannabis a reality in New York State.

To understand the magnitude of why I'm so passionate about this subject let me tell you how I became an activist in the first place. About [REDACTED] years ago my health took a [REDACTED] and prevented me from continuing my career. The [REDACTED] to do basic things such as [REDACTED] was no longer possible. It was sudden and to make matters worse no one could tell me what happened or what was wrong. After numerous amounts of testing I was diagnosed with [REDACTED] and [REDACTED] among other disorders. Attending [REDACTED], or even [REDACTED] was an [REDACTED]. While my [REDACTED] became a thing of the past my [REDACTED].

In 2010 I had the pleasure of being part of history. I took part in helping The Compassionate Act become state law. With countless amounts of research I knew this was something that had to become part of my treatment. This journey was not only personal but necessary. I wanted to fight for others like myself living with [REDACTED], give them hope, like no one had done for me.

Upon being accepted into the program, the dispensary I was assigned was not the right fit and the waiting period was too much. After what seemed like forever, the search finally ended with the Garden State Dispensary. The professionalism, dignity and respect the Weisser family has shown me since I became a patient make them uniquely qualified to operate as a growing/dispensary operator in New York State (under Empire State Compassionate Care). I hope they have the ability to help people in need in New York much to the same way that they have been able to help me and others across New Jersey. The staff is exceptional and I cannot thank them enough for being attentive, knowledgeable, and always compassionate.

I'm happy to announce for the first time in over [REDACTED], [REDACTED] went on a [REDACTED]. While that may not sound like much, my life has improved since becoming a medicinal cannabis patient. I am making huge strides towards [REDACTED] and with my new found hope I know my life will only improve from here.

Sincerely,

A handwritten signature in black ink that reads "Marta M. Portuguez". The signature is written in a cursive style with a large, looping initial "M" and a flourish at the end.

Marta M. Portuguez

Meadow Thorne

May 22, 2015

Howard A. Zucker, MD, JD
Acting Commissioner
New York State Department of Health
Corning Tower, Empire State Plaza
Albany, NY 12237

Dear Commissioner Zucker:

Growing up, I participated with great enthusiasm in [REDACTED] and competed in the [REDACTED] [REDACTED] and [REDACTED]. However, after being diagnosed with [REDACTED] and [REDACTED] while suffering from [REDACTED] and [REDACTED], I became [REDACTED] and u [REDACTED]

My doctors prescribed a number of [REDACTED] but they only caused more health issues. The side effects of the prescription drugs resulted in my [REDACTED] and [REDACTED] I would [REDACTED]

After being referred to the Garden State Dispensary, my life has taken a 180 degree turn for the better.

There are many misconceptions about medical marijuana, but the Garden State Dispensary is staffed with friendly, warm and knowledgeable people who prescribed a treatment plan to address my issues. The results, for me, remain quite amazing - I haven't had a [REDACTED] or a [REDACTED] in over [REDACTED].

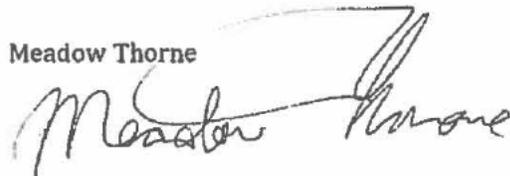
After not [REDACTED], for many years, I [REDACTED] my [REDACTED] which is experiencing success in the early stages. More importantly, I have started working with [REDACTED] and me [REDACTED] in all [REDACTED].

The life lesson of getting right back on a [REDACTED] after you've [REDACTED] is appropriate for me. The people at Garden State Dispensary gave me a hand to do just that. The staff helps me continue on my journey while life still presents me challenges. While I may not have all I need to try my dream of participating in the [REDACTED], I can help a [REDACTED] realize theirs - whether it's competing in the [REDACTED] or [REDACTED]

That's why, I am thrilled to support their bid to receive an application in New York State under Empire State Compassionate Care. I am happy to speak to anyone should there be questions. You can reach me at [REDACTED].

Thank you,

Meadow Thorne



[REDACTED]

May 30, 2015

Howard A. Zucker, MD, JD
Acting Commissioner
New York State Department of Health
Corning Tower, Empire State Plaza
Albany, NY 12237

Dear Commissioner Zucker:

In [REDACTED] at age [REDACTED] I received some [REDACTED] news from my doctor. I had [REDACTED]. It left me [REDACTED]. The method of treatment prescribed by my doctor at the time included the placement of [REDACTED] behind my [REDACTED] that would [REDACTED]

The [REDACTED] include a [REDACTED] in my [REDACTED] which often makes me [REDACTED] and [REDACTED] when it came. [REDACTED] I suffered [REDACTED]

As the [REDACTED] of [REDACTED], the [REDACTED] literally took away my ability to be a [REDACTED]. Doctors prescribed a number of medications to cope but the [REDACTED] of those medications left me [REDACTED]. That is until I made my way to Garden State Dispensary at the recommendation of a Doctor.

Coming from a [REDACTED], I was [REDACTED] about sharing my medicinal marijuana use with my [REDACTED] but the team at the Garden State Dispensary (operating under Empire State Compassionate Care for the New York application) welcomed me *and* my [REDACTED] in and walked us through the process step by step.

Within minutes of my first dose, the [REDACTED] and the [REDACTED] of those [REDACTED]

Today, thanks to the professional care of the Garden State Dispensary, I can [REDACTED] my [REDACTED] to [REDACTED] and I feel I am a [REDACTED]. As a patient, I can honestly and enthusiastically endorse Empire State Compassionate Care because of the care they have provided me.

If you have any questions relating to my care or would like to discuss my experience at the Garden State Dispensary, please do not hesitate to call me at [REDACTED]

Sincerely,

A handwritten signature in black ink, appearing to read 'Melody', written in a cursive style.

Melody Mussinan

7. Attachment E – Organizational Documents

I. Certificate of Incorporation

STATE OF NEW YORK
DEPARTMENT OF STATE

I hereby certify that the annexed copy for EMPIRE STATE COMPASSIONATE CARE, INC., File Number 150413010140 has been compared with the original document in the custody of the Secretary of State and that the same is true copy of said original.



WITNESS my hand and official seal of the Department of State, at the City of Albany, on May 14, 2015.

A handwritten signature in cursive script that reads "Anthony Giardina".

Anthony Giardina
Executive Deputy Secretary of State

Rev. 06/07

Authentication Number: 1505141031 To verify the authenticity of this document you may access the Division of Corporations' Document Authentication Website at <http://ecorp.dos.ny.gov>

CERTIFICATE OF INCORPORATION
OF

Empire State Compassionate Care, Inc.

Under Section 402 of the Business Corporation Law

I, the undersigned, a natural person of at least 18 years of age, for the purpose of forming a corporation under Section 402 of the Business Corporation Law of the State of New York hereby certify:

FIRST: The name of the corporation is:

Empire State Compassionate Care, Inc.

SECOND: This corporation is formed to engage in any lawful act or activity for which a corporation may be organized under the Business Corporation Law, provided that it is not formed to engage in any act or activity requiring the consent or approval of any state official, department, board, agency or other body without such consent or approval first being obtained.

THIRD: The county, within this state, in which the office of the corporation is to be located is
NEW YORK.

FOURTH: The total number and value of shares of common stock which the corporation shall have authority to issue is: 200 SHARES WITH NO PAR VALUE.

FIFTH: The Secretary of State is designated as agent of the corporation upon whom process against it may be served. The address within or without this state to which the Secretary of State shall mail a copy of any process against the corporation served upon him or her is:

Michael H. Weisser
20155 NE 38 Court
Suite 201
Aventura, FL 33180

SIXTH: The existence of the corporation shall begin upon filing of these Certificate of Incorporation with the Department of State.

SEVENTH: The corporation shall have a perpetual existence.

EIGHTH: No Director of this corporation shall be personally liable to the corporation, or its shareholders for damages for any breach of duty in such capacity, provided that this provision shall not limit the liability of any director if a judgment or other final adjudication, adverse to him, establishes that his act or omissions were in bad faith or involved intentional misconduct or a knowing violation of law or that he personally gained in fact a financial profit or other advantage, to which he was not legally entitled or that his acts violated Section 719 of the New York Business Corporation Law.

I certify that I have read the above statements, I am authorized to sign this Certificate of Incorporation, that the above statements are true and correct to the best of my knowledge and belief and that my signature typed below constitutes my signature.

Michael H. Weisser (signature)

Michael H Weisser, INCORPORATOR
20155 NE 38 Court
Suite 201
Aventura, FL 33180

Filed by:
Michael H. Weisser
20155 NE 38 Court
Suite 201
Aventura, FL 33180

FILED WITH THE NYS DEPARTMENT OF STATE ON: 04/13/2015
FILE NUMBER: 150413010140; DOS ID: 4740966

II. Bylaws

BY-LAWS

OF

Empire State Compassionate Care, Inc.

ARTICLE I

OFFICES

1.1. Principal Office - The principal office of the Corporation shall be as set forth in its Certificate of Incorporation.

1.2. Additional Offices - The Corporation may have such additional offices at such other place within or without the State of New York as the Board of Directors may from time to time determine or as the business of the Corporation may require.

ARTICLE II

SHAREHOLDERS' MEETING

2.1. Annual Meeting - An annual meeting of shareholders shall be held within five (5) months after the close of the fiscal year of the Corporation on such date and at the time and place (either within or without the State of New York) as shall be fixed by the Board of Directors. At the annual meeting the shareholders shall elect Directors and transact such other business as may properly be brought before the meeting.

2.2. Special Meeting - A special meeting of shareholders may be called at any time by the President and shall be called by the President at the request in writing of a majority of the Board of Directors then in office or at the request in writing filed with the Secretary by the holders of a majority of the issued and outstanding shares of the capital stock of the Corporation entitled to vote at such meeting. Any such request shall state the purpose or purposes of the proposed meeting. Business transacted at any special meeting of shareholders shall be confined to the purposes set forth in the notice thereof.

2.3. Notice of Meetings - Notice of the time, place and purpose of every meeting of shareholders (and, if other than an annual meeting, the person or persons at whose discretion the meeting is being called), shall be given by the President, a Vice-President or by the Secretary to each shareholder of record entitled to vote at such meeting, not less than ten nor more than sixty days prior to the date set for the meeting. Notice of any meeting of shareholders may be written or electronic. If mailed, such notice is given when deposited in the United States mail, with first

class postage prepaid, directed to the shareholder at his address appearing on the stock book of the Corporation or at such other address supplied by him in writing to the Secretary of the Corporation for the purpose of receiving notice. If transmitted electronically, such notice is given when directed to the shareholder's electronic mail address as supplied by the shareholder to the Secretary of the Corporation or as otherwise directed pursuant to the shareholder's authorization or instructions.

A waiver of notice setting forth the purposes of the meeting for which notice is waived, whether before or after the time of the meeting stated therein, shall be deemed equivalent to the giving of such notice, signed by the person or persons entitled to such notice. Waiver of notice may be written or electronic. If written the notice must be signed by the shareholder or the shareholder's authorized Officer, Director, employee or agent by signing such waiver or causing his or her signature to be affixed to such waiver by any reasonable means, including, but not limited to, facsimile signature. If electronic, the transmission of the waiver must either set forth or be submitted with information from which it can reasonably be determined that the transmission was authorized by the shareholder. The attendance by a shareholder at a meeting either in person or by proxy without protesting the lack of notice thereof shall constitute a waiver of notice of such shareholder.

All notice given with respect to an original meeting shall extend to any and all adjournments thereof and such business as might have been transacted at the original meeting may be transacted at any adjournment thereof; no notice of any adjourned meeting need be given if an announcement of the time and place of the adjourned meeting is made at the original meeting.

2.4. Quorum - The holders of a majority of the votes of shares of stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall be requisite and shall constitute a quorum at all meetings of shareholders except as otherwise provided by statute or the Certificate of Incorporation. If, however, a quorum shall not be present or represented at any meeting of shareholders, the shareholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. When a quorum is once present to organize a meeting, such quorum is not deemed broken by the subsequent withdrawal of any shareholders.

2.5. Voting - Every shareholder entitled to vote at any meeting shall be entitled to one vote for each share of stock entitled to vote and held by him of record on the date fixed as the record date for said meeting and may so vote in person or by proxy. Any corporate action, other than the election of Directors, shall be authorized by a majority of the votes cast in favor of or against such action by the holders of shares entitled to vote thereon except as may otherwise be provided by statute or the Certificate of Incorporation. An abstention shall not count as a vote cast.

2.6. Proxies - Every proxy shall be valid only if filed with the Secretary of the Corporation or with the Secretary of the meeting prior to the commencement of voting on the

matter in regard to which said proxy is to be voted. No proxy shall be valid after the expiration of eleven months from the date of its execution unless otherwise expressly provided in the proxy. Every proxy shall be revocable at the pleasure of the person executing it except as otherwise provided by Section 609 of the Business Corporation Law. Unless the proxy by its terms provides for a specific revocation date and except as otherwise provided by statute, revocation of a proxy shall not be effective unless and until such revocation is executed in writing by the shareholder who executed such proxy and the revocation is filed with the Secretary of the Corporation or with the Secretary of the Meeting prior to the voting of the proxy.

A shareholder may execute a writing authorizing another person or persons to act for him as proxy. Execution may be accomplished by the shareholder or its authorized Officer, Director, employee or agent signing such writing or causing his or her signature to be affixed to such writing by any reasonable means including, but not limited to, by facsimile signature. A shareholder may authorize another person or persons to act for the shareholder as proxy by electronic transmission to the person who will be the holder of the proxy or to an agent duly authorized by the proxyholder to receive such transmission. Any such electronic transmission must set forth or be submitted with sufficient information from which it can be reasonably determined that the electronic transmission was authorized by the shareholder. The information relied upon by the inspectors or other persons making the determination shall be specified.

Any copy, facsimile or other reliable reproduction of the writing or transmission created pursuant to this section may be substituted or used in lieu of the original writing or transmission for any and all purposes for which the original writing or transmission could be used, provided that such copy, facsimile or other reproduction shall be a complete reproduction of the original document.

2.7. Shareholders' List - A list of shareholders as of the record date, certified by the Secretary of the Corporation or by a transfer agent appointed by the Board of Directors shall be prepared for every meeting of shareholders and shall be produced by the Secretary or some other Officer of the Corporation thereat.

2.8. Inspectors at Meetings - In advance of any shareholders' meeting, the Board of Directors may appoint one or more inspectors to act at the meeting or at any adjournment thereof and if not so appointed or if the persons so appointed are unable to act, the person presiding at any such meeting may appoint one or more inspectors. Each inspector, before entering upon the discharge of his duties as set forth in Section 611 of the Business Corporation Law, shall take and sign an oath faithfully to execute the duties of inspector at such meeting with strict impartiality and according to the best of his ability.

2.9. Conduct of Meeting - All meetings of shareholders shall be presided over by the President, or if he is not present, by a Vice-President, or if neither the President nor any Vice-President is present, by a chairman thereby chosen by the shareholders at the meeting. The Secretary of the Corporation, or in his absence, an Assistant Secretary, shall act as secretary of every meeting but if neither the Secretary nor the Assistant Secretary is present, the chairman of the meeting shall appoint any person present to act as secretary of the meeting.

2.10. Action Without Meeting - Any action required or permitted to be taken by the Shareholders thereof may be taken without a meeting if all Shareholders entitled to vote thereon consent in writing to the adoption of a resolution authorizing the action except as otherwise permitted by the Certificate of Incorporation.

No written consent shall be effective to take the corporate action referred to therein unless, within sixty days of the earliest dated consent delivered in the manner required by this paragraph to the Corporation, written consents signed by a sufficient number of holders to take action are delivered to the Corporation by delivery to, its registered office in this state, its principal place of business, or an Officer or agent of the Corporation having custody of the book in which proceedings of meetings of shareholders are recorded. Delivery made to the Corporation's registered office shall be by hand or by certified or registered mail, return receipt requested.

ARTICLE III

BOARD OF DIRECTORS

3.1. Function and Definition - The business and property of the Corporation shall be managed by its Board of Directors who may exercise all the powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these By-Laws directed or required to be exercised or done by the shareholders.

3.2. Number and Qualification - The number of Directors constituting the entire Board shall be five (5) or as may be fixed by resolution of the Board of Directors or by the shareholders entitled to vote for the election of Directors, provided that any such action of the Board shall require the vote of a majority of the entire Board. The phrase "Entire Board" as used herein means the total number of Directors which the Corporation would have if there were no vacancies. The term of any incumbent Director shall not be shortened by any such action by the Board of Directors or by the shareholders.

Each Director shall be at least eighteen years of age. A Director need not be a shareholder, a citizen of the United States or a resident of the State of New York.

3.3. Election Term and Vacancies - Except as otherwise provided in this Section, all Directors shall be elected at the annual meeting of shareholders and all Directors who are so elected or who are elected in the interim to fill vacancies and newly created directorships, shall hold office until the next annual meeting of shareholders and until their respective successors have been elected and qualified.

The members of the Board of Directors shall be elected by a majority of the votes cast at a meeting of shareholders, by the holders of shares entitled to vote, except as otherwise provided in the Certificate of Incorporation.

In the interim between annual meetings of shareholders, newly created directorships resulting from an increase in the number of Directors or from vacancies occurring in the Board, but not, except as hereinafter provided, in the case of a vacancy occurring by reason of removal of a Director by the shareholders, may be filled by the vote of a majority of the Directors, then remaining in office, although less than a quorum may exist.

In the case of a vacancy occurring in the Board of Directors by reason of the removal of one or more Directors by action of the shareholders, such vacancy may be filled by the shareholders at a special meeting duly called for such purpose.

In the event a vacancy is not filled by such election by shareholders, whether or not the vacancy resulted from the removal of a Director with or without cause, a majority of the Directors then remaining in office, although less than a quorum, may fill any such vacancy.

3.4. Removal - The Board of Directors may, at any time, with cause, remove any Director.

The shareholders entitled to vote for the election of Directors may, at any time, remove any or all of the Directors with or without cause.

3.5. Meetings - The annual meeting of the Board of Directors for the election of Officers and the transaction of such other business as may come before the meeting, shall be held, without notice, immediately following the annual meeting of shareholders, at the same place at which such shareholders' meeting is held.

Regular meetings of the Board of Directors shall be held at such time and place, within or outside the State of New York as shall be fixed by resolution of the Board, and when so fixed no further notice thereof need be given. Regular meetings not fixed by resolution of the Board may be held on notice at such time and place as shall be determined by the Board.

Special meetings of the Board of Directors may be called on notice at any time by the President, and shall be called by the President at the written request of a majority of the Directors then in office.

3.6. Notice of Meetings - In the case of all special meetings and of regular meetings not fixed by resolution of the Board, written notice of the time and place of each such meeting shall be mailed to each Director, addressed to his residence or usual place of business, not less than five days before the date on which such meeting is to be held, or shall be sent to such address by telegram, or be given personally, or by telephone, not less than one day before the date on which such meeting is to be held. The notice of the meeting need not specify the purpose of the meeting.

Any meeting of the Board of Directors for which notice is required by these By-Laws or by statute need not be given to any Director who submits a signed Waiver of Notice whether before or after the meeting, or who attends the meeting without protesting prior thereto or at its

commencement the lack of notice to him. All signed Waivers of Notice shall be filed with the minutes of the meeting.

3.7. Conduct of Meetings - The President, if present, shall preside at all meetings of Directors. At all meetings at which the President is not present any other Director chosen by the Board shall preside.

3.8. Quorum, Adjournment, Voting - Except as otherwise provided by the Certificate of Incorporation, a majority of the entire Board shall be requisite and shall constitute a quorum at all meetings of the Board of Directors for the transaction of business. Where a vacancy or vacancies prevents such majority, a majority of the Directors then in office shall constitute a quorum.

A majority of the Directors present at any meeting, whether or not a quorum is present, may adjourn the meeting to another time and place without further notice other than an announcement at the meeting.

Except as otherwise provided by the Certificate of Incorporation, when a quorum is present at any meeting, a majority of the Directors shall decide any questions brought before such meeting and the act of such majority shall be the act of the Board.

3.9. Action Without Meeting - Any action required or permitted to be taken by the Board of Directors or of any committee thereof may be taken without a meeting if all members of the Board of Directors or of any committee thereof consent in writing to the adoption of a resolution authorizing the action.

Any one or more members of the Board of Directors or of any committee thereof may participate in a meeting of said Board or of any such committee by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time, and participation by such means shall constitute presence in person at the meeting.

3.10. Compensation of Directors - Directors, as such, shall not receive any stated salary for their services, but, by resolution of the Board, a fixed sum and expenses of attendance, if any, may be allowed for attendance at any meeting of the Board of Directors or of any committee thereof. Nothing herein contained shall be construed to preclude any Director from serving the Corporation in any other capacity and receiving reasonable compensation therefor.

3.11. Committees - The Board of Directors, by resolution of a majority of the entire Board, may designate from among its members one or more committees, each consisting of one or more Directors, and each of which, to the extent provided in such resolution, shall have all the authority of the Board except that no such committee shall have authority as to any of the following matters:

- (a) The submission to shareholders of any action as to which shareholders' authorization is required by statute, the Certificate of Incorporation or by these By-Laws;
- (b) The filling of vacancies in the Board of Directors or in any committee thereof;
- (c) The fixing of compensation of the Directors for serving on the Board or on any committee thereof;
- (d) The amendment or repeal of these By-Laws or the adoption of new By-Laws; and
- (e) The amendment or repeal of any resolution of the Board of Directors which by its terms shall not be so amendable or repealable.

The Board may designate one or more Directors as alternate members of any such committee who may replace any absent member or members at any meeting of such committee.

Each such committee shall serve at the pleasure of the Board. The Board of Directors shall have the power at any time to fill vacancies in, to change the membership of, or to discharge any such committee. Committees shall keep minutes of their proceedings and shall report the same to the Board of Directors at the meeting of the Board next succeeding, and any action by the committee shall be subject to revision and alteration by the Board of Directors, provided that no rights of a third party shall be affected in any such revision or alteration.

ARTICLE IV

OFFICERS

4.1. Executive Officers - The Officers of the Corporation shall be a President, one or more Vice-Presidents, a Treasurer and a Secretary and such Assistant Treasurers and Assistant Secretaries and other Officers as the Board of Directors may determine. Any two or more offices may be held by the same person. In the event all of the issued and outstanding shares of capital stock of the Corporation are owned by one person, such person may hold all or any combination of offices.

4.2. Election - The President shall be chosen from among the Directors and together with one or more Vice-Presidents, the Treasurer and Secretary shall be elected by the Board of Directors to hold office until the meeting of the Board held immediately following the next annual meeting of share-holders and shall hold office for the term for which elected and until their successors have been elected and qualified. The Board of Directors may from time to time appoint all such other Officers as it may determine and such Officers shall hold office from the time of their appointment and qualifications until the time at which their successors are appointed and qualified. A vacancy in any office arising from any cause may be filled for the unexpired portion of the term by the Board of Directors.

4.3. Removal - Any Officer may be removed from office by the Board at any time with or without cause.

4.4. Delegation of Powers - The Board of Directors may from time to time delegate the power or duties of any Officer of the Corporation, in the event of his absence or failure to act otherwise, to any other Officer or Director or person whom they may select.

4.5. Compensation - The compensation of each Officer shall be such as the Board of Directors may from time to time determine.

4.6. President - The President shall be the chief executive Officer of the Corporation and shall have general charge of the business and affairs of the Corporation, subject, however, to the right of the Board of Directors to confer specified powers on Officers and subject generally to the direction of the Board.

Unless otherwise ordered by the Board of Directors, the President, or in the event of his inability to act, a Vice-President designated by the Board, shall have full power and authority on behalf of the Corporation to attend and to act and to vote at any meeting of security holders of Corporations in which the Corporation may hold securities, and at such meetings shall possess and may exercise any and all rights and powers incident to the ownership of such securities, and which, as the owner thereof, the Corporation might have possessed and exercised, if present. The Board of Directors by resolution from time to time may confer like powers upon any other person or persons.

4.7. Vice-President - The Vice-President shall have such powers and perform such duties as the Board of Directors may from time to time prescribe. In the absence or inability of the President to perform his duties or exercise his powers, the Vice President or, if there be more than one, a Vice-President designated by the Board, shall exercise the powers and perform the duties of the President subject to the direction of the Board of Directors.

4.8. Secretary - The Secretary shall keep the minutes of all meetings and record all votes of shareholders, the Board of Directors and committees in a book to be kept for that purpose. He shall give or cause to be given any required notice of meetings of shareholders, the Board of Directors or any committee, and shall be responsible for preparing or obtaining from a transfer agent appointed by the Board, the list of shareholders required by Article II, Section 7 thereof. He shall be the custodian of the seal of the Corporation and shall affix or cause to be affixed the seal to any instrument requiring it and attest the same and exercise the powers and perform the duties incident to the office of Secretary subject to the direction of the Board of Directors.

4.9. Treasurer - Subject to the direction of the Board of Directors, the Treasurer shall have charge of the general supervision of the funds and securities of the Corporation and the books of account of the Corporation and shall exercise the powers and perform the duties incident to the office of the Treasurer. If required by the Board of Directors, he shall give the Corporation a bond in such sum and with such sureties as may be satisfactory to the Board of Directors for the faithful discharge of his duties.

4.10. Other Officers - All other Officers, if any, shall have such authority and shall perform such duties as may be specified from time to time by the Board of Directors.

ARTICLE V

RESIGNATIONS

Any Director or Officer of the Corporation or any member of any committee of the Board of Directors of the Corporation, may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. Any such resignation shall take effect at the time specified therein or, if the time is not specified therein, upon the receipt thereof, irrespective of whether any such resignations shall have been accepted.

ARTICLE VI

CERTIFICATES REPRESENTING SHARES

6.1. Form of Certificates - Each shareholder shall be entitled to a certificate or certificates in such form as prescribed by the Business Corporation Law and by any other applicable statutes, which Certificate shall represent and certify the number, kind and class of shares owned by him in the Corporation. The Certificates 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 number of shares represented thereby and the date of issuance shall be entered in the stock book of the Corporation by the Secretary or by the transfer agent of the Corporation. Each certificate shall be signed by the President or a Vice-President and countersigned by the Secretary or Assistant Secretary and shall be sealed with the Corporate Seal or a facsimile thereof. The signatures of the Officers upon a certificate may also be facsimiles if the certificate is countersigned by a transfer agent or registered by a registrar other than the Corporation itself or an employee of the Corporation. In case any Officer who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such Officer before the certificate is issued, such certificate may be issued by the Corporation with the same effect as if the Officer had not ceased to be such at the time of its issue.

6.2. Consideration - A certificate representing shares shall not be issued until the amount of consideration therefor determined to be stated capital pursuant to Section 506 of the Business Corporation Law has been paid in the form of cash, services rendered, personal or real property or a combination thereof and consideration for the balance (if any) complying with paragraph (a) of Section 504 of the Business Corporation Law has been provided, except as provided in paragraphs (e) and (f) of Section 505 of the Business Corporation Law. Notwithstanding that such shares may be fully paid and nonassessable, the Corporation may place in escrow shares issued for a binding obligation to pay cash or other property or to perform future services, or make other arrangements to restrict the transfer of the shares, and may credit distributions in respect of the shares against the obligation, until the obligation is performed.

6.3. Lost Certificates - The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Corporation, alleged to have been lost, mutilated, stolen or destroyed, upon the making of an

affidavit of that fact by the person so claiming and upon delivery to the Corporation, if the Board of Directors shall so require, of a bond in such form and with such surety or sureties as the Board may direct, sufficient in amount to indemnify the Corporation and its transfer agent against any claim which may be made against it or them on account of the alleged loss, destruction, theft or mutilation of any such certificate or the issuance of any such new certificate.

6.4. Fractional Share Interests - The Corporation may issue certificates for fractions of a share; or it may pay in cash the fair market value of fractions of a share as of the time when those entitled to receive such fractions are determined; or it may issue script in registered or bearer form over the manual or facsimile signature of an Officer of the Corporation or of its agent, exchangeable as therein provided for full shares, but such script shall not entitle the holder to any rights of a shareholder except as therein provided.

6.5. Share Transfers - Upon compliance with provisions restricting the transferability of shares, if any, transfers of shares of the Corporation shall be made only on the share record of the Corporation by the registered holder thereof, or by his duly authorized attorney, upon the surrender of the certificate or certificates for such shares properly endorsed with payment of all taxes thereon.

6.6. Record Date for Shareholders - For the purpose of determining the shareholders entitled to notice of, or to vote at any meeting of shareholders or any adjournment thereof or to express consent or dissent from any proposal without a meeting, or for the purpose of determining the shareholders entitled to receive payment or any dividend or the allotment of any rights, or for the purpose of any other action, the Board of Directors may fix, in advance, a date as the record date for any such determination of shareholders. Such date shall not be more than sixty nor less than ten days before the date of any meeting nor more than sixty days prior to any action taken without a meeting, the payment of any dividend or the allotment of any rights, or any other action. When a determination of shareholders of record entitled to notice of, or to vote at any meeting of shareholders has been made as provided in this Section, such determination shall apply to any adjournment thereof, unless the Board fixes a new record date under this Section for the adjourned date.

6.7. Shareholders of Record - The Corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder in fact thereof and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such share 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 the State of New York.

III. Organizational Chart

Corporate Organizational Chart

Shareholders:

- David Weisser, █ shares
- Michael Weisser, █ shares
- Raj Mukherji, █ shares
- Anthony Curto, █ shares
- Jordan Josephson, MD, █ shares
- Thomas Endres, █ shares
- Michael Finnegan, █ shares

Empire State Compassionate Care, Inc.

(a New York Corporation)

Board of Directors

- David Weisser
- Michael Weisser
- Jordan Josephson, MD
- Raj Mukherji
- Paul Higdon
- Michael Finnegan
- Thomas Endres

President

David Weisser

**Treasurer &
Secretary**

Michael Weisser

**Chief Security
Officer**

Paul Higdon

Strategic Committee

ESCC Strategic Committee

- Michael Balboni
- Anthony Curto
- Pietro Piacquadio, R.Ph.
- Edward Salzano

8. Attachment F – Labor Peace Agreement

LABOR PEACE AGREEMENT
BY AND BETWEEN
EMPIRE STATE COMPASSIONATE CARE, INC.
AND
LOCAL 338, RWDSU/UFCW

By this Agreement dated May 14, 2015, Empire State Compassionate Care, Inc. (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, dispensaries, consultants, drivers, growers, retail, 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 provision 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.

13. If the Union enters into a neutrality agreement with any company licensed by New York State to lawfully conduct business relating to medical marijuana, and such agreement contains terms or conditions that are more favorable to any of those companies than the terms and conditions contained in this Agreement, the Union shall notify the Company within one (1) week of entering into such agreement, and said more favorable terms or conditions shall become part of this Agreement as follows. If the Union and the Company cannot agree on whether such terms and conditions are more favorable to the other companies, the Company shall have the option of adopting the other agreement in its entirety. The Company shall make its election within two (2) weeks of notification by the Union, and the new terms or new agreement, as the case may be, shall be effective the date of the election.



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this 19 th day of May 2015, by their duly authorized representatives.

LOCAL 338, RWSDU/UFCW

By: 

Date: 5/19/15

Name: Joseph Fontano

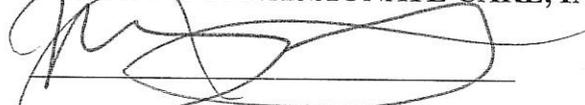
Title: Secretary-Treasurer

Sworn to before me this
19 day of May, 2015


Notary Public

MONICA CAVOUNIS
Notary Public, State of New York
No. 01CA6083183
Qualified in Queens County
Commission Expires November 12, 20 18

EMPIRE STATE COMPASSIONATE CARE, INC.

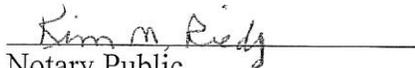
By: 

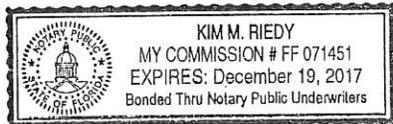
Date: 5-15-15

Name: Michael Weisser

Title: Director

Sworn to before me this
15 day of May, 2015


Notary Public



**9. Attachment G – Financial Statements and Business
Transactions Pursuant
to §1004.5(B)(10) In Connection with the
Application**

EMPIRE STATE COMPASSIONATE CARE, INC.

**Attachment G - Business Transactions Connected with the Application Pursuant to 10 NYCRR Section 1004.5(b)(10)
As of May 31, 2015**

Company Name and Address	Contact	Contact Information	Nature of Services Provided	Rates	Fees Paid to Date	Fees Charged and Unpaid (A/P)	Total Fees Charged
A. Security							
Redland Strategy, Inc. 519 8th Avenue, 16th Floor New York, NY 10018	Michael Balboni Stephanie Balboni	mbalboni@redlandstrategies.com sbalboni@redlandstrategies.com (212) 643-2002	Advice and counsel in the development and implementation of an overall security plan for the Company to allow it to obtain a license for the growing and dispensing of medical marijuana	\$15,000 per month for first three months; \$10,000 per month for next nine months if registration is granted by NYS	\$15,000	\$0	\$15,000
B. Accountants							
Raich Ende Malter & Co. LLP 90 Merrick Avenue, Suite 802 East Meadow, NY 11554	Ellis Ende Glen Malings	gmalings@rem-co.com (516) 228-9000	Accounting services, including preparation of audited financial statements for the Company to include in the application to be a registered organization in New York State	\$150 to \$550 per hour	\$0	\$10,000	\$10,000
C. Architects							
Ehasz Giacalone Architects, PC 431 Conklin Street Farmingdale, NY 11735	Louis Giacalone	lgiacalone@egapc.com (516) 420-8383	Architectural services, including: technical building evaluations of the manufacturing and dispensing facilities of the Company; preparation of the architectural programs for the manufacturing and dispensing facilities of the Company	\$95 to \$200 per hour	\$0	\$4,033	\$4,033

EMPIRE STATE COMPASSIONATE CARE, INC.

**Attachment G - Business Transactions Connected with the Application Pursuant to 10 NYCRR Section 1004.5(b)(10)
As of May 31, 2015**

D. Attorneys							
Forchelli, Curto, Deegan, Schwartz, Mineo & Terrana, LLP 333 Earle Ovington Blvd., Suite 1010 Uniondale, NY 11553	Anthony Curto Daniel Deegan	Acurto@forchellilaw.com Ddeegan@forchellilaw.com (516) 248-1700	Legal services, including: assistance with the preparation of the application to be a registered organization in New York State; preparation and review of all agreements for service providers, board members and strategic committee members; preparation of all corporate and organizational documents	\$150 to \$400 per hour	\$25,000	\$177,271	\$202,271
E. Government Approvals							
Albany Strategic Advisors, LLC 111 Washington Ave., 4th Floor Albany, NY 12210	Allison Lee	Allison@asagovtaffairs.com (518) 813-4832	Advisory and lobbying services, including advocacy and representation of the Company before New York State government branches; monitoring and analysis of new and pending legislation	\$15,000 per month	\$15,000	\$3,500	\$18,500
Kasirer Consulting, LLC 321 Broadway, 2nd Floor New York, NY 10007	Suri Kasirer	Skasirer@kasirerconsulting.com (212) 285-1800	Lobbying and liaison services with NY State and local government branches; Government affairs advisory services	\$15,000 per month	\$0	\$30,000	\$30,000
F. Public Relations							
Berlin Rosen, Ltd. 15 Maiden Lane, Suite 1600 New York, NY 10038	Jonathan Rosen	Jonathan@berlinrosen.com (646) 452-5637	Strategic communication and media relation services	\$15,000 per month	\$15,000	\$2,000	\$17,000
TOTAL					\$70,000	\$226,804	\$296,804

10. Attachment H – Security Plan

Attachment H: Empire State Compassionate Care Security Plan
Redacted pursuant to N.Y. Public Officers Law, Art. 6

Manufacturing facility: 320 Mount Airy Road New Windsor, NY

Dispensing Facilities:

- I. 40 W. 27^h St. New York, New York 10001
- II. 760 Fulton Avenue, Hempstead, NY 1155
- III. 3057 Erie Boulevard East, Syracuse, New York 13224
- IV. 1933 Kensington Avenue, Cheektowaga, NY 14215

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12. Attachment J – Staffing Plan

EMPIRE STATE COMPASSIONATE CARE, INC.

STAFFING PLAN

TABLE OF CONTENTS

I.	STAFFING CHART.....	1
II.	TOTAL NUMBER OF ANTICIPATED EMPLOYEES.....	2
III.	STAFFING TIMELINE.....	5
	A. Manufacturing Staffing Timeline	
	B. Dispensary Staffing Timeline	
	C. Security Staffing Timeline	
IV.	GENERAL POLICY AND DRUG TESTING POLICY.....	6
V.	KEY EMPLOYEE POSITIONS.....	8
	A. President: David Weisser	
	B. Treasurer and Secretary: Michael Weisser	
	C. Chief Security Officer: Paul Higdon	
	D. Chief Operating Officer	
	E. Chief Financial Officer	
	F. Medical Director: Dr. Jordan Josephson	
	G. General Counsel & Chief Compliance Officer	
	H. Assistant General Counsel and Paralegal	
	I. Security Team	
	1. Chief Security Officer: Paul Higdon	
	2. Security Supervisor	
	3. Security Officer	
	J. Operations	
	1. Accounting & Inventory Control Manager, Assistant Inventory Control Manager	
	K. Manufacturing Site	
	1. Grow Manager: Michael Finnegan, Thomas Endres	
	2. Master Grower and Grower	
	3. Trim Manager and Trimmer	
	4. Extraction Manager and Extractors	
	5. Packaging Manager and Packagers	
	L. Dispensaries	
	1. General Manager Pharmacist and Assistant Manager Pharmacists	
	2. Dispensary Staff	
	3. Maintenance	
VI.	SAMPLE DAY-TO-DAY SCHEDULE.....	32
VII.	ORIENTATION AND TRAINING.....	34
VIII.	EVALUATION METHOD.....	38
IX.	HUMAN RESOURCE ADMINISTRATION.....	45

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

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***Pharmacist Program for
Empire State Compassionate Care, Inc.
Pharmacy Consulting Services for the New York State
Medical Marijuana Organization
Application and Implementation***

May 2015

Section I : Company Information

- a. Company History
- b. Pharmacy Location
- c. Pharmacy Certificates
- d. Pharmacy Staffing, RN Staffing, Customer Service Staffing
- e. Staff Experience

Section II: Company Experience

- a. Services Provided
- b. Equipment Manufactures
- c. Nursing Services
- d. Clinical Team Composition
- e. Geographic Service Area
- f. Emergency Availability
- g. Active Clients
- h. Experience with Certified Home Health Agencies
- i. Commercial Payor Contracts

Section III: Consulting Services for NYS Medical Marijuana Licensure

Scope of Work

1. Development and Implementation of Policies and Procedures for Pharmacists Staff
2. Management and Consultative oversight
3. Development of Quality and Testing Standards of Practice

SECTION I

COMPANY INFORMATION

a. Company History

Alexander Infusion, LLC, d/b/a Avanti Health Care Services has been in business for twenty-two years. Alexander Infusion LLC, was founded in New York State in 1993, and has evolved from a single retail pharmacy in Manhattan to become one of the major integrated providers of comprehensive and ancillary health care services in the greater New York region.

The company was founded by Pietro Piacquadio, R.Ph. and Joseph Stanilewicz, R.Ph. who are both native New Yorkers, and graduates of St. John's University, School of Pharmacy. They currently serve as [REDACTED] at [REDACTED] and oversee a rotation of PharmD graduate students at the Avanti facility.

The company's principal office and pharmacy operation is located at 75 Nassau Terminal Road in New Hyde Park, N.Y. 11040. It currently occupies 11,000 square feet and has the capacity to expand to 25,000 square feet if needed. There is also a second office located at 23-50 Waters Edge Drive, Bayside N.Y. 11360.

Since its inception, Avanti Health Care Services has been providing specialty pharmacy services in the New York City region. It was during the AIDS epidemic of the late 1980's when antiretroviral therapy was not yet available, that Avanti Health Care Services began providing *Home Infusion Therapy* services to patients afflicted with HIV and AIDS. In 1995, licensure was obtained from the New York State Department of Health to operate as a home care agency and over time with growth and expansion, we began contracting with certified agencies that needed access to highly skilled resources in order to provide high tech nursing and specialty pharmacy services to their patients. While most other specialty infusion pharmacies were focusing on the private sector, Avanti experienced significant growth by fulfilling the needs of the Medicaid recipients and working collaboratively with many of the Certified Home Health Care Agencies (CHHA's).

Our home care service is licensed with the New York State Department of Health and Avanti Health Care is accredited by the Joint Commission.

In addition to Home Infusion Therapy Services, we also provide *Specialty Pharmacy Services*. These services include:

- Hospice Pharmacy
- Specialty Medications
- Medication Compounding
- Medication Therapy Management

b. Pharmacy Location

Constructed in 2007, Avanti Health Care Services operates a state of the art registered pharmacy in New Hyde Park, New York. The licensed pharmacy area occupies approximately 5,000 square feet of a 11,000 square foot facility. The pharmacy is divided into two zones, one dedicated to the compounding of injectable medications (Home Infusion Pharmacy) and the other to our Specialty Pharmacy Services.

In the Specialty Pharmacy operation, oral medications are dispensed utilizing the Avanti work flow system which currently processes 1500 to 2000 prescriptions daily (approximately 400,000 prescriptions annually). The current physical operation is capable of handling an additional 4000 prescriptions daily.

In the Home Infusion Operation, dedicated staff are assigned to the compounding and infusion suite which is equipped with an ISO class 5 clean room with Biological Safety Cabinets and laminar flow hoods, compliant with USP 797 standards. A wide- range of sterile medications are prepared including, but not limited to; chemotherapy, antibiotics, pain management and parenteral nutrition. Quality control monitoring includes daily temperature checks, continuous cleaning of the compounding environment and annual certification of the laminar flow hood.

In the past 12 months, we have provided services to over 4,000 patients. There are over 250 deliveries per day out of the Nassau Terminal location.

c. Pharmacy Certificates

Avanti Health Care Services pharmacy is licensed with the New York State Department of Health and registered with the New York State Board of Pharmacy. Pharmacy services are provided throughout New York State and Northern New Jersey.

Prior to employment, license verification is performed for each Pharmacist. Registration certificates are conspicuously displayed in the work area. The human resources department monitors and ensures that all registration renewals are consistent with defined schedules and continuing education activities are recorded. In addition, each pharmacist is responsible for obtaining the required CE credits needed for licensing renewal. Whenever possible, the pharmacy department attempts to make accredited Continuing Education programs available. Supportive/ancillary personnel are also provided with appropriate education and training programs upon employment and at least annually.

d. Pharmacy, Nursing, Customer Service Staffing

All pharmacy operations, clinical coordination of services, billing collections and administrative operations are performed in the New Hyde Park location.

Our other location at 23-50 Waters Edge Drive, Bayside, N.Y. 11360 is primarily utilized as a satellite office for the field nurses in Manhattan, Queens, Bronx, Brooklyn and Staten Island.

There are three basic segments of the organization:

- Clinical Services
- Professional Services
- Business Operations

Clinical Services personnel handle all aspects of the interaction with the patients in the home. This is where the new patient plan of care is generated and where the coordination with outside services occurs. In addition, a team of clinical staff are involved in intake, scheduling and care coordination. A dietitian is also available if needed.

Professional Services personnel handle the procurement of product, fulfillment of prescriptions, and delivery operations. They also handle all inquiries from customers regarding technical or delivery information. This includes the Pharmacists, Pharmacy Technicians and related staff.

Business Operations personnel perform all billing operations, collections, business development, contracts, and human resources functions.

Customer Service is managed primarily by personnel who provide and process information. Our representatives field questions, concerns or requests to the appropriate source for resolution. We offer callers access to bi-lingual personnel speaking Spanish, Italian, Korean and Russian. This allows non-English speaking callers access to all services through translation. In addition, we have access to a tele-interpreter service for languages not covered by our in-house staff.

We employ over 30 nurses, certified in IV therapy, PICC line placement and CPR.

e. Staff Experience

Avanti's clinical support system offers personalized support and care to every patient. Our pharmacists and nurses are highly trained with many years of experience providing care to people with complex conditions. Because of their specialized training, knowledge, and expertise, members of the specialty pharmacy care team are uniquely positioned to provide patient education on various disease entities. This is an added-value service to patients and their caregivers that ultimately enhances patient adherence and promotes positive outcomes. Our clinicians work with a variety of products and are knowledgeable regarding many therapies. This knowledge has been instrumental in developing patient care programs designed for treatment of specific disease states.

A patient-focused team approach is at the core of our pharmacy's best practices and implements the following patient centered communication:

- Direct interaction with the patient to assess efficacy of the therapy and to offer guidance. This interaction is essential because over time the patient begins to feel more confident in the level of care and attention they receive.
- The clinical team is dedicated to exploring how the patient is responding to their treatment regimen and knowing when and why a patient experiences an interruption in therapy. Based on the reason for the "missed dose", the specialty pharmacy care team will follow up as appropriate with the patient's physician and/or case management organization.

The above described best practices involving patient/caregiver and the physician / prescriber has proven to increase patient compliance and completion of the course of prescribed treatment.

SECTION II

COMPANY EXPERIENCE

a. *Services Provided*

Medication Therapy Management Services

There are lots of reasons why people may not take their prescribed medications properly. The most common reason is that they just forget. Did you know that the average senior takes about seven different medications every day? Remembering and keeping track of all medications can be challenging. In addition, the consequences of forgetting to take your medication can be quite serious. Very often people mistakenly take the same medication twice or skip a dose by accident. It is crucial that doses be kept on as regular a schedule as possible. For example, missing doses of blood pressure medicine can produce a dangerous "rebound effect," in which blood pressure can rise even beyond what the levels were before the patient started the medications.

Avanti Health Care Service's Medication Management Program Is Designed To:

- ✓ Assist Patient In Becoming Independent With Managing Their Medications
- ✓ Provide Education On Prescribed Medications
- ✓ Simplify Medication Regimen With Convenient Packaging
- ✓ Eliminate The Need For Nursing Visits To Pre-Pour Your Medication
- ✓ Increase Adherence To Your Medication Regimen To Reduce Emergency Room Episodes And Re-hospitalization
- ✓ Eliminate Pharmacy Visits ***All Medications Will Be Delivered To Patient's Home***
- ✓ Reduce Chances Of Running Out Of Medication
- ✓ Reduce Medication Errors
- ✓ Help Achieve A Better State Of Health By Achieving Therapeutic Goals
- ✓ Monitor Medication Regimen For Any Duplicate Therapies And Drug Interactions
- ✓

Avanti Health Care Services will send your medication monthly in our convenient weekly packaging system. All medications are labeled and organized according to use. Patient will receive one (1) month worth of medication at a time. The Avanti nurse will demonstrate our packaging system and instruct patient in its use. Avanti will continue to pre-pour your medications until we are able to place all medications on a monthly cycle.

Avanti Health Care Services will contact physician and obtain prescriptions for all your medications.

Once patient has started on the program, please remember the following:

- A pharmacy representative will be assigned to assist you with your monthly deliveries. Our trained pharmacists are also available to address any concerns you may have related to your medications.

System Design for HOME MEDICATION THERAPY MANAGEMENT PROGRAM

POLICY: To improve overall client health and self-management of home medication therapy.

PURPOSE: To assist clients in achieving treatment goals related to home medication therapy management via client/family education, clinical monitoring, administration, and dispensing of medication.

APPLICABLE DOCUMENTS / REFERENCES:

OBJECTIVES:

- Promote medication adherence
- Reduce medication errors, duplication of therapy, and drug interactions
- Minimize gaps in medication coverage via automatic monthly deliveries of co-mingled medications
- Maximize therapeutic medication goals and improve client clinical indicators and outcomes
- Reduce emergency room episodes and hospitalizations
- Eliminate or reduce the need for medication pre-pour visits by RNs within 3 visits
- Improve accuracy and effectiveness of medication profile
- Increase communication amongst all providers of care
- Enable and empower clients to be involved in self-management of medication regimen
- Increase client knowledge base regarding treatment and disease management
- Improve client service and satisfaction

Home Infusion Therapy Services

Avanti Health Care Services provides a full range of hi-tech nursing services and infusion therapies as well as, enteral nutrition. Services include the following:

- Total Parenteral Nutrition
- Antibiotic, Antifungal, Antiviral Therapies
- Central Line Catheter Maintenance
- Inotropic Therapies (Milrinone)
- Dobutamine Therapy
- Chemotherapy (done by Chemo Certified Nurses)
- Pain Management including:
 - IV PCA subcutaneous, epidural, intrathecal, intravenous
 - Medtronic Pump medications and refills
- Hydration Therapy
- Immunoglobulin Infusion (Adults and Children)
- Pediatric Infusion
- Growth Hormones
- Hemophilia Factors
- Interferon
- Solumedrol
- Synagis
- Hepatitis Therapy
- Iron Chelation therapy
- Enteral Therapy
- PICC / Midline Placement and Maintenance by Certified Nurses
- Other Injectable Therapies

The provision of pharmacy services includes the following:

- Client assessment/clinical monitoring
- Therapeutic review/care plan development and review
- Medication profile maintenance
- Medication preparation/compounding

Specialty Compounding Pharmacy.

Custom compounding is available to meet the individual needs of each patient. Some of the most common compounds include (but are not limited to):

- Suppositories
- Troches & Lozenges
- Lollipops
- Gummy Bears
- Rapid Dissolving Tablets
- Capsules
- Ear & Eye Drops
- Inhalation Preparations
- Manufactures backorder of many Injectable Medications

b. Equipment Manufacturers

The equipment that is used, processed and maintained at the primary location consists of the following:

IV Therapy

CADD Prism Pump: Used for intravenous, Intra-arterial, intraperitoneal, epidural, or subarachnoid infusion of PCA, TPN, Continuous, or Intermittent medications.

Enteral Therapy

Zevex Enteralite Infinity Pump: Lightweight, portable pump that allows for bolus, continuous and intermittent administration.

c. Nursing Services

The scope of professional nursing services that is provided to patients includes the following:

- Client assessment
- Client training and education
- Home visits
- Medication Therapy Management
- Central line infusion and maintenance

-
- Peripheral line infusions and maintenance
 - Pain management including epidural and intrathecal therapy
 - TPN
 - Enteral nutrition
 - Hydration

Prior to employment each nursing candidate is screened to ensure previous experience with intravenous therapy and home care. Each nurse undergoes an extensive orientation to policy and procedure and their clinical competencies are assessed prior to an initial home visit. Field supervision is provided by the Director of Clinical Services on a regular basis. Competencies are assessed annually as part of the clinician's performance review process. While in the field, nurses have immediate access to resources able to answer questions and provide guidance or direction.

Nurses are required to maintain certification in intravenous therapy, PICC/midline catheter insertion and line maintenance and cardiopulmonary resuscitation. Select nurses maintain certification in chemotherapy administration.

d. Clinical Team Composition

The clinical team assigned to each patient is composed of the following:

- Director of Clinical Services
- Nurse
- Supervising Pharmacist
- Staff Pharmacist
- Pharmacy Technician
- Intake Coordinator
- Materials Manager
- Material Supply Clerk
- Distribution Clerk

e. Geographic Service Area

Avanti Health Care Services is licensed to provide home care services in the following counties:

Manhattan
Queens
Bronx
Brooklyn
Staten Island
Nassau
Suffolk
Westchester

Pharmacy Services are also provided in:

Rockland
Ulster
Dutchess
Putnam
Northern New Jersey

f. Emergency Availability

Pharmacists and clinicians are available by telephone around the clock, seven days a week to manage emergency needs, answer questions about medications, therapy, treatment, and to address problems related to equipment.

g. Active Clients

Services are provided to over 1,500 patients per month.

h. Experience with Certified Home Health Agencies

Over the past 20 years, Avanti Health Care Services has been successful in securing and maintaining contracts with major Managed Care Organizations, over thirty public and private Hospitals, Skilled Nursing Facilities, Certified Home Health Agencies, and Hospices. As a result Avanti Health Care Services has established itself as a provider of high quality services to a broad spectrum of health care clients.

Some of the certified home care agencies with which Avanti holds contracts are;

- HHC – New York City Health and Home Care
- VNSNY – The Visiting Nursing Service of New York
- MJHC – Metropolitan Jewish Health Care
- VCNV- Village Care of New York
- St. Mary's Children
- Montefiore Hospital CHHA
- Self Help
- Elizabeth Seton Pediatrics
- Jewish Home and Hospital Home Care
- Calvary Hospital Certified Home Care

-
- Alpine Home Health Care
 - Revival Home Health Care
 - Brookhaven Memorial Hospital Medical Center CHHA (in contracting)
 - Catholic Health Services CHHA (In discussions)

i. Commercial Payor Contracts

Avanti Health Care Services holds contracts with many major commercial payors including but not limited to the following;

- Oxford Health Plans
- United Health Care
- Aetna
- Healthfirst
- Wellcare
- Elderplan
- Humana
- Empire Blue Cross Blue Shield
- Fidelis
- Metroplus
- GuildNet

SECTION III

Consulting Services for NYS Medical Marijuana Licensure

Scope of Work

Unique Pharmacist Program to be implemented by a leading New York Pharmacist company, Alexander Infusion, LLC, d/b/a Avanti Health Care Services, featuring:

- a. Recruitment, screening and training of the ESCC employee Pharmacists that will staff the dispensaries;
- b. Provision of management and consultative oversight to the pharmacist staff on an on-going basis;
- c. Development of procedures at the Manufacturing Facility for determining Quality Control and Testing Standards of Practice to maintain a minimum USP (United States Pharmacopia Convention) Standard of Practice, with the potential to attain a cGMP (Current Good Manufacturing Practices) Standard of Practice.

More Specifically:

Implement of Human Resource Program specifically to meet the requirements to staff the four dispensaries with pharmacists licensed and registered with the NYS Department of Education, Board of Pharmacy. The scope of Avanti's expertise shall include:

1. Development and implementation of *Policies and Procedures (Best Practices)* for the recruitment of Pharmacists, which shall include:
 - a. Selection process
 - b. Employee Hiring
 - c. Planning, Defining, and Evaluating Staff Qualifications
 - d. Employment
 - e. Orientation
 - f. In - Service Education / Continuing Education
 - g. Staffing
 - h. Medical Examination and Pre - Employment Screening

-
- i. Drug and Alcohol Testing
 - j. Staff Training and Education
 - k. Performance Evaluations
 - l. Staff Request Concerning Cultural, Ethical and Religious Conflicts
2. Provide Management and Consultative oversight to the pharmacist staff at the four dispensaries on an on-going basis. This shall include:
- a. Managing the Pharmacist Environment
 - b. Supervision of Pharmacy Support Personnel
 - c. Dispensing Procedure, order Generation and Handling
 - d. Labeling Procedure
 - e. Packaging Procedure
 - f. Planning a Safe, Functional, Effective Environment
 - g. Security Plan
 - h. Emergency Preparedness Plan
 - i. The Fire Safety Plan
 - j. Management Plan for Utility Systems
 - k. Physical Work Environment
 - l. Active Safety Program
 - m. Filling Specialized Container
 - n. Product Storage
 - o. Information Management (Confidentiality)
 - p. Product Recall
 - q. Recordkeeping Policy
 - r. Reporting and Reviewing of errors and Significant Adverse Reactions Procedure (Incident Reporting)
 - s. Patient Education Policy
 - t. Improving Organization Performance (Performance Improvement Plan)
 - u. Redesigning Processes and Services
 - v. Equipment Management and Maintenance
 - w. Maintenance of the Dispensing areas
 - x. Uniformity of Services and Products
 - y. Laws and Regulations
 - z. Pharmacists Staffing Budget

-
3. Development for determining Quality and Testing Standards of practice to include:
 - a. Quality Control Policies
 - b. Development of procedures to at a minimum USP Standard of Practice (Possibly cGMP Standards)
 - c. Development and implementation of Active Ingredient content certification – Certificates of Analysis
 - d. Development of Validation process for above
 - e. Active dispensing methodology to ensure effective dosing
 - f. Development of Final Validation Master Plan – emphasizing regulatory compliance, auditing, qualification and validation of methods and process.

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
[REDACTED]	06-30-2016	\$731
SCHEDULES	BUSINESS ACTIVITY	DATE ISSUED
2,2N,3 3N,4,5	RETAIL PHARMACY	05-08-2013
ALEXANDER INFUSION LLC 75 NASSAU TERMINAL ROAD NEW HYDE PARK, NY 11040		

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
UNITED STATES DEPARTMENT OF JUSTICE
DRUG ENFORCEMENT ADMINISTRATION
WASHINGTON, D.C. 20537

Sections 304 and 1008 (21 U.S.C. 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IS NOT VALID AFTER THE EXPIRATION DATE.

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
UNITED STATES DEPARTMENT OF JUSTICE
DRUG ENFORCEMENT ADMINISTRATION
WASHINGTON, D.C. 20537

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
[REDACTED]	06-30-2016	\$731
SCHEDULES	BUSINESS ACTIVITY	DATE ISSUED
2,2N,3 3N,4,5	RETAIL PHARMACY	05-08-2013
ALEXANDER INFUSION LLC 75 NASSAU TERMINAL ROAD NEW HYDE PARK, NY 11040		

Sections 304 and 1008 (21 U.S.C. 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, BUSINESS ACTIVITY, OR VALID AFTER THE EXPIRATION DATE.

Form DEA-223 (05/04)

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
[REDACTED]	06-30-2015	\$1523
SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N, 3,3N,4,5	DISTRIBUTOR	06-24-2014
ALEXANDER INFUSION LLC D/B/A AVANTI HEALTH CARE SERVICES 75 NASSAU TERMINAL ROAD NEW HYDE PARK, NY 11040-0000		

**CONTROLLED SUBSTANCE/REGULATED CHEMICAL
REGISTRATION CERTIFICATE**
 UNITED STATES DEPARTMENT OF JUSTICE
 DRUG ENFORCEMENT ADMINISTRATION
 WASHINGTON D.C. 20537

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.

**REPORT
CHANGES
PROMPTLY**

Form DEA-223/511 (4/07)

**REQUESTING MODIFICATIONS TO YOUR
REGISTRATION CERTIFICATE**

To request a change to your registered name, address, the drug schedule or the drug codes you handle, please

1. visit our web site at deadiversion.usdoj.gov - or
2. call our customer Service Center at 1-(800) 892-9539 - or
3. submit your change(s) in writing to:
 Drug Enforcement Administration
 P.O. Box 28083
 Washington, DC 20083

See Title 21 Code of Federal Regulations, Section 1301.51 for complete instructions.

----- You have been registered to handle the following chemical/drug codes: -----

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE UNITED STATES DEPARTMENT OF JUSTICE DRUG ENFORCEMENT ADMINISTRATION WASHINGTON, D.C. 20537		
DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
[REDACTED]	06-30-2016	\$731
SCHEDULES	BUSINESS ACTIVITY	DATE ISSUED
2,2N,3 3N,4,5	RETAIL PHARMACY	05-08-2013
ALEXANDER INFUSION LLC, D/B/A AVANTI HEALTH CARE SERVICES 75 NASSAU TERMINAL ROAD NEW HYDE PARK, NY 11040		
<p>Sections 304 and 1008 (21 U.S.C. 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.</p> <p>THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IS NOT VALID AFTER THE EXPIRATION DATE.</p>		

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE UNITED STATES DEPARTMENT OF JUSTICE DRUG ENFORCEMENT ADMINISTRATION WASHINGTON, D.C. 20537		
DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
[REDACTED]	06-30-2016	\$731
SCHEDULES	BUSINESS ACTIVITY	DATE ISSUED
2,2N,3 3N,4,5	RETAIL PHARMACY	05-08-2013
ALEXANDER INFUSION LLC, D/B/A AVANTI HEALTH CARE SERVICES 75 NASSAU TERMINAL ROAD NEW HYDE PARK, NY 11040		
<p>Sections 304 and 1008 (21 U.S.C. 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.</p> <p>THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, BUSINESS ACTIVITY, OR VALID AFTER THE EXPIRATION DATE.</p>		

Form DEA-223 (05/04)

Alexander Infusion, L.L.C.

New Hyde Park, NY

has been Accredited by



The Joint Commission

Which has surveyed this organization and found it to meet the requirements for the
Home Care Accreditation Program

December 7, 2013

Accreditation is customarily valid for up to 36 months.

Rebecca J. Patchin, MD
Chair, Board of Commissioners

Organization ID #90725
Print/Reprint Date: 02/25/2014

Mark R. Chassin, MD, FACP, MPP, MPH
President

The Joint Commission is an independent, not-for-profit national body that oversees the safety and quality of health care and other services provided in accredited organizations. Information about accredited organizations may be provided directly to The Joint Commission at 1-800-994-6610. Information regarding accreditation and the accreditation performance of individual organizations can be obtained through The Joint Commission's web site at www.jointcommission.org.



LICENSE NO 0708L001

State of New York
Department of Health
Office of Health Systems Management

EFFECTIVE DATE 11/22/00

HOME CARE SERVICE AGENCY

LICENSE

AVANTI HEALTH CARE SERVICES
130-17 23RD AVENUE
COLLEGE POINT, NY 11356
QUEENS COUNTY



OPERATOR:

PROPRIETARY CORPORATION
ALEXANDER INFUSION LLC
130-17 23RD AVENUE
COLLEGE POINT, NY 11356

HAS BEEN GRANTED THIS LICENSE TO OPERATE PURSUANT TO ARTICLE 36
OF THE PUBLIC HEALTH LAW FOR THE HEALTH SERVICES SPECIFIED:

COUNTY(S) SERVED

WESTCHESTER
BRONX
KINGS
NEW YORK
QUEENS
RICHMOND

SERVICE

NURSING
NUTRITION
MEDICAL SUPPLY EQUIP & APPL

Celeste M. Johnson

AREA ADMINISTRATOR

DOH.502K (2/01)

Andrew C. Anzell
COMMISSIONER

THIS CERTIFICATE MUST BE CONSPICUOUSLY DISPLAYED ON THE PREMISES.

LICENSE NO 070BL002

EFFECTIVE DATE 02/09/07

State of New York
Department of Health
Office of Health Systems Management

HOME CARE SERVICE AGENCY
LICENSE



ORGANIZATION
PROPRIETARY CORPORATION
ALEXANDER INFUSION LLC
130-17 23RD AVENUE
COLLEGE POINT, NY 11356

COUNTY(S) SERVED
NASSAU
SUFFOLK

SERVICE
NURSING
NUTRITION
MEDICAL SUPPLY EQUIP & APPL

HAS BEEN GRANTED THIS LICENSE TO OPERATE PURSUANT TO ARTICLE 36
OF THE PUBLIC HEALTH LAW FOR THE HEALTH SERVICES SPECIFIED:

Robert M. Johnson
AREA ADMINISTRATOR

DCH 502K (3/07)

Carl F. Lane
COMMISSIONER M.D.

THIS CERTIFICATE MUST BE CONSPICUOUSLY DISPLAYED ON THE PREMISES.

NEW YORK STATE DEPARTMENT OF HEALTH
CONTROLLED SUBSTANCE LICENSE



LEGAL NAME OR OPERATOR:

ALEXANDER INFUSION LLC

DOING BUSINESS AS (DBA):

AVANTI HEALTH CARE SERVICES
75 NASSAU TERMINAL ROAD
NEW HYDE PARK NY 11040

CLASS 2
DISTRIBUTOR
SCHEDULE:
II III IV V /

HAS GIVEN SATISFACTORY EVIDENCE THAT ALL QUALIFICATIONS AS REQUIRED BY ARTICLE 33 OF THE PUBLIC HEALTH LAW AND PART 80 OF THE ADMINISTRATIVE RULES AND REGULATIONS HAVE BEEN MET AND IS HEREBY GRANTED A LICENSE TO ENGAGE IN CONTROLLED SUBSTANCE ACTIVITY IN THE STATE OF NEW YORK IN THE CLASSIFICATION STATED ABOVE.

LICENSE #: 0200342

EFFECTIVE: MAY 13, 2014

EXPIRES: MAY 12, 2016

Howard Zucker M.D.

HOWARD ZUCKER, M.D., J.D.
ACTING COMMISSIONER OF HEALTH

THE UNIVERSITY OF THE STATE OF NEW YORK
EDUCATION DEPARTMENT

NEW YORK STATE BOARD OF PHARMACY

2013-16

NAME OF SUPERVISOR
JOSEPH STANILEWICZ



THIS IS TO CERTIFY

ALEXANDER INFUSION, LLC.
75 NASSAU TERMINAL RD.
NEW HYDE PARK, NY 11040

is duly recorded as a

REGISTERED WHOLESALER
OF DRUGS AND/OR DEVICES

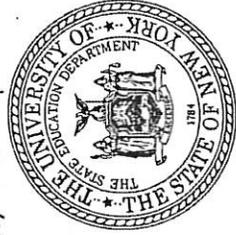
in conformity with the provisions of section 6808 of the Education Law

THIS CERTIFICATE IS EFFECTIVE ON THE FIRST DAY OF NOVEMBER, 2013.
THIS CERTIFICATE EXPIRES ON THE THIRTY-FIRST DAY OF OCTOBER, 2016.

This certificate must be displayed conspicuously in the registered premises at all times. Authorization to operate a registered establishment is limited to the person and the premises indicated on the certificate. The regulations require the registrant to notify the Board of Pharmacy of any contemplated change in ownership, address or supervisor.

REGISTRATION NUMBER

026964



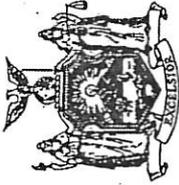
Lawrence H. Mohr
EXECUTIVE SECRETARY
STATE BOARD OF
PHARMACY

THE UNIVERSITY OF THE STATE OF NEW YORK
EDUCATION DEPARTMENT

NEW YORK STATE BOARD OF PHARMACY

2013-16

SUPERVISING PHARMACIST
JOSEPH STANILEWICZ



THIS IS TO CERTIFY

ALEXANDER INFUSION, LLC
C/O PHARMACY
75 NASSAU TERMINAL RD.
NEW HYDE PARK, NY 11040

is duly recorded as a

REGISTERED PHARMACY

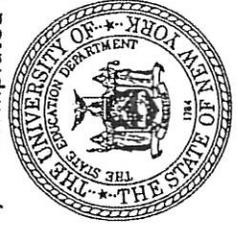
in conformity with the provisions of section 6808 of the Education Law

THIS CERTIFICATE IS EFFECTIVE ON THE FIRST DAY OF APRIL, 2013.
THIS CERTIFICATE EXPIRES ON THE THIRTY-FIRST DAY OF MARCH, 2016.

This certificate must be displayed conspicuously in the registered premises at all times. Authorization to operate a registered establishment is limited to the person and the premises indicated on the certificate. The regulations require the registrant to notify the Board of Pharmacy of any contemplated change in ownership, address or supervisor.

REGISTRATION NUMBER

023601



Lawrence A. McHugh
EXECUTIVE SECRETARY
STATE BOARD OF
PHARMACY

THE UNIVERSITY OF THE STATE OF NEW YORK
EDUCATION DEPARTMENT

NEW YORK STATE BOARD OF PHARMACY



2014-17

NAME OF SUPERVISOR
JOSEPH STANILEWICZ

THIS IS TO CERTIFY

ALEXANDER INFUSION, LLC.
75 NASSAU TERMINAL RD. 11040
NEW HYDE PARK, NY

is duly recorded as a

REGISTERED OUTSOURCING FACILITY

in conformity with the provisions of section 6808 of the Education Law

THIS CERTIFICATE IS EFFECTIVE ON THE SIXTEENTH DAY OF SEPTEMBER, 2014.
THIS CERTIFICATE EXPIRES ON THE THIRTY-FIRST DAY OF AUGUST, 2017.

This certificate must be displayed conspicuously in the registered premises at all times. Authorization to operate a registered establishment is limited to the person and the premises indicated on the certificate. The regulations require the registrant to notify the Board of Pharmacy of any contemplated change in ownership, address or supervisor.

REGISTRATION NUMBER

033070



Lawrence H. Mohr

EXECUTIVE SECRETARY
STATE BOARD OF
PHARMACY

State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE
Board of Pharmacy

HAS REGISTERED

ALEXANDER INFUSION, LLC DBA AVANTI HEALTH CARE SERVICES
75 Nassau Terminal Road
New Hyde Park NY 11040

FOR PRACTICE IN NEW JERSEY AS A(N): Out of State Pharmacy

New Jersey Office of the Attorney General
Division of Consumer Affairs
THIS IS TO CERTIFY THAT THE
Board of Pharmacy
HAS REGISTERED
ALEXANDER INFUSION, LLC DBA AVANTI HEALTH CARE SERVICES
Out of State Pharmacy

06/20/2014 TO 06/30/2015
VALID

SIGNATURE
Steve L. L.
28RO00079100

06/20/2014 TO 06/30/2015
VALID

28RO00079100
LICENSE/REGISTRATION/CERTIFICATION #

Steve L. L.
ACTING DIRECTOR

Signature of Licensee/Registrant/Certificate Holder

PLEASE DETACH HERE
IF YOUR LICENSE/REGISTRATION/
CERTIFICATE ID CARD IS LOST
PLEASE NOTIFY:
Board of Pharmacy
P.O. Box 45013
Newark, NJ 07101

PLEASE DETACH HERE

ALEXANDER INFUSION, LLC DBA AVANTI HEALTH CARE SERVICES EXPIRATION DATE 2015
YOUR LICENSE/REGISTRATION/CERTIFICATE NUMBER IS 28RO 00079100 . PLEASE USE IT IN ALL
CORRESPONDENCE TO THE DIVISION OF CONSUMER AFFAIRS. USE THIS SECTION TO REPORT ADDRESS
CHANGES. YOU ARE REQUIRED TO REPORT ANY ADDRESS CHANGES IMMEDIATELY TO THE ADDRESS NOTED
BELOW.

Board of Pharmacy
P.O. Box 45013
Newark, NJ 07101

PRINT YOUR NEW ADDRESS OF RECORD BELOW.
YOUR ADDRESS OF RECORD IS THE ADDRESS THAT WILL PRINT ON
YOUR LICENSE/REGISTRATION/CERTIFICATE AND IT MAY BE MADE
AVAILABLE TO THE PUBLIC.

HOME
BUSINESS

TELEPHONE
INCLUDE AREA CODE

PRINT YOUR NEW MAILING ADDRESS BELOW.
YOUR MAILING ADDRESS IS THE ADDRESS THAT WILL BE USED BY
THE DIVISION OF CONSUMER AFFAIRS TO SEND YOU ALL
CORRESPONDENCE.

HOME
BUSINESS

TELEPHONE
INCLUDE AREA CODE

If the law governing your profession requires the current license/registration/certificate to be displayed, it should be within reasonable proximity of your original license/registration/certificate at your principal office or place of business.

Michael H. Weisser, Esq.

A [REDACTED] native who was raised in [REDACTED], Michael H. Weisser has been a member of the New York Bar for approximately 50 years and has been engaged in the purchase, sale, and operation of [REDACTED] for over 30 years. He owns and manages in excess of one million square feet of commercial real estate, including [REDACTED] throughout [REDACTED] [REDACTED] as well as [REDACTED]. Mr. Weisser is an active member of the [REDACTED].

Art. 6

Six years ago, motivated by the [REDACTED] of his [REDACTED] of [REDACTED] years after a [REDACTED] with [REDACTED] Mr. Weisser invested in medical marijuana dispensaries in Colorado and made significant contributions to [REDACTED] research through the Daria S. Weisser Foundation, which he launched in his [REDACTED]. In Colorado, the companies he owns have 27 active state medical marijuana licenses that are associated with five cultivation facilities and eight dispensaries. He later joined his [REDACTED] in creating a nonprofit that successfully applied for a license to cultivate and dispense medical marijuana in New Jersey, which today is the state's largest operator and dispensed 67.23% of all of the state's medical marijuana in 2014.

Subsequent to his admission to the New York Bar, Mr. Weisser specialized in tax law, commercial litigation, and real estate and land use. Mr. Weisser has taken several companies public and has served as [REDACTED] of a publicly traded [REDACTED] company.

Presently, Mr. Weisser also [REDACTED] the [REDACTED] known as [REDACTED] and [REDACTED]. These companies include a manufacturing and wholesale business as well as retail locations in [REDACTED] and [REDACTED]. The companies' clients include leading department stores such as [REDACTED] in [REDACTED] and Harrold [REDACTED] in [REDACTED].

Mr. Weisser holds a J.D. from New York Law School and a B.S. in Finance and B.A.A. in Accounting from Adelphi University.

David Weisser, Chairman

Nationally regarded as an industry pioneer, David Weisser has over six years of experience across three states in cultivating and dispensing medical marijuana to relieve patients with serious debilitating conditions. He has been hailed for developing a medical model in “seed-to-sale” enterprises with an emphasis on tracking clinical data and the association between certain strains of medicinal cannabis and delivery methods with qualifying conditions.

Mr. Weisser is President of Garden State Dispensary, a nonprofit that is the largest medical marijuana cultivator and dispensary to be licensed by the New Jersey Department of Health. The organization’s applications for licensure were rated by the State of New Jersey as the two highest scoring submissions in the state’s competitive and highly scrutinized selection process that only awarded six licenses. Weisser’s attention to purity, quality, consistency, and variety has garnered his organization an overwhelmingly dominant market share among New Jersey’s patient base. According to the NJ Department of Health’s 2014 Annual Report on the status of the program, the nonprofit headed by Weisser dispensed approximately 67.23% of all medical marijuana provided by licensees in 2014 and served over 64% of all registered patients in the state. Previously, in 2009, David [REDACTED] one of Colorado’s largest medical cannabis cultivation and dispensary organizations and presently has 27 active state licenses in Colorado, which are tied to five cultivation facilities and eight dispensaries.

David also has diversified experience in commercial real estate. As a former [REDACTED] in [REDACTED], he served as [REDACTED] of [REDACTED] of the [REDACTED]-based organization and also identified new acquisition opportunities and closed complex transactions. David subsequently served as [REDACTED] of [REDACTED] at [REDACTED] in [REDACTED], where he was responsible for managing over one million square feet of various commercial and residential properties, including [REDACTED]. Mr. Weisser’s leadership role required him to travel extensively throughout Europe and Russia to evaluate a host of investment opportunities for [REDACTED] and its [REDACTED].

Michael "Mike" Finnegan

Mike Finnegan is an environmental lawyer, retired investment banker, entrepreneur and US Army JAG officer. He resides in [REDACTED] with his [REDACTED] and [REDACTED].

Mike grew up in the [REDACTED] and proudly describes himself as a "[REDACTED]" in [REDACTED]. He graduated from Siena College in 1978 and Pace Law School in 1987 and served on the Board of Directors at both institutions. Mike was an [REDACTED] at [REDACTED] for two years where he taught [REDACTED] and is a frequent guest lecturer at the [REDACTED], as well as at West Point, the [REDACTED] and the New York State Judicial Institute.

After practicing environmental law for 8 years, he served as Chief Counsel to his former law partner, Governor George Pataki, for 5 years. While serving in government, Mike was known as a practical negotiator who got things done. He negotiated an historic settlement of the New York City Watershed dispute, a 40-year old conflict between New York City and upstate regions concerning New York's water supply, as well as New York State's Safe Drinking Water SRF statute, the Lake Onondaga cleanup agreement, the only lake on the EPA's Superfund List.

As Counsel to the Governor, Mike also drafted and negotiated other landmark initiatives including the Workers' Compensation Reform Act, the Farmland Preservation Act, and the Deadbeat Dads statute. Mike also conceived and negotiated the State's \$1.75 billion Clean Water/Clean Air Bond Act, and later served as Chairman of the committee which secured overwhelming approval by New York voters. This program funded over \$5 billion in water and air pollution projects in the State.

For his service in New York State Government, Mike was inducted as a "Fellow" in the American Academy of Public Administrators and received the "New Administrator of the Year" award in 1996, the "Administrator of the Year" in 1997, received the Rockefeller Institute Award for "Distinguished Public Service," and was awarded the "Conspicuous Service Medal", New York's highest award for civilian service.

Mike left government to take a position at [REDACTED] as a [REDACTED] in [REDACTED] where he concentrated on [REDACTED] and rose to be [REDACTED] of the [REDACTED]. However, during his 11 years on [REDACTED] Mike continued his public service as a member of the EPA Environmental Finance Advisory Board, the National Defense University Board, member of the New York State Commission on Judicial Nominations, and the Catholic Charities Board of the Archdiocese of New York.

Mike retired from [REDACTED] in 2008 to be Re-Commissioned as an Army JAG Officer and completed basic training at age 53. He remains the oldest-ever graduate of the 13 week *Basic Officer Leaders Course* at Ft. Benning. He continues to serve as a JAG and is currently the Staff Judge Advocate for 69th Infantry Regiment in Manhattan the "Fighting 69th."

In 2009 Mike [REDACTED], a [REDACTED] that uses a [REDACTED] [REDACTED] "to produce [REDACTED] and [REDACTED] in a [REDACTED] [REDACTED]. The company is located in [REDACTED] and currently raises [REDACTED] [REDACTED] and a variety of [REDACTED] and produces [REDACTED] from the [REDACTED] and [REDACTED]. They serve an exclusively local customer base in the [REDACTED] market within 100 miles.

Jordan S. Josephson, MD, Medical Director

Dr. Jordan S. Josephson is an internationally renowned and Board certified [REDACTED]-based [REDACTED] clinical researcher, and medical educator. His hospital affiliations include [REDACTED] and [REDACTED].

Dr. Josephson was the first fellowship-trained Endoscopic Sinus and Nasal Surgeon in the United States, and he completed his fellowship at Johns Hopkins. He held the academic rank of instructor at [REDACTED]. He also served as a consultant to the [REDACTED] for six years.

Dr. Josephson is an Honorary Police Surgeon for the NYPD and Deputy Chief Surgeon for the NY State Troopers PBA Police Surgeons Group.

Beyond the traditional clinical treatment of his patients, Dr. Josephson has performed clinical research throughout his career and has used this knowledge as a medical educator, lecturing internationally. Dr. Josephson's work in pioneering functional endoscopic sinus surgery has led to over 25 peer-reviewed publications. He has taught hundreds of physicians the technique of functional endoscopic sinus surgery and nasal surgery, and his articles, book chapters, and books on the subject have been published in numerous languages. His groundbreaking research has led to findings that changed the way in which researchers all over the world grow cancer cells.

Selected as one of *New York Magazine's* New York's Best Doctors, where he was featured in 2004 as one of 13 innovators in medicine, Dr. Josephson was also a recipient of the Honors Award by the American Academy of Otolaryngology-Head and Neck Surgery in 2004. He is also listed as one of Castle Connolly's Top Doctors for the New York metropolitan area.

Dr. Josephson regularly appears in the national media. He was an invited spokesman for the [REDACTED] on [REDACTED] with [REDACTED]. He has been featured as an expert on various news segments on [REDACTED] and he has been appeared on [REDACTED].

Dr. Josephson earned his baccalaureate degree in Chemistry with distinction from the University of Albany, SUNY, and his medical degree from SUNY Downstate Medical Center. Dr. Josephson then completed his internship in General Surgery, followed by a residency in Otolaryngology - Head and Neck Surgery at Long Island Jewish Hospital.

Paul A. Higdon

Paul Higdon is a decorated and distinguished veteran of federal law enforcement, counter narcotics, and intelligence. He had an extensive career as a DEA Special Agent and Deputy Assistant Administrator, as well as Director of the Criminal Intelligence Directorate at INTERPOL. He has in-depth knowledge of global drug enforcement.

Mr. Higdon's 27-year career with the Drug Enforcement Administration (DEA) and its predecessor agency, Bureau of Narcotics and Dangerous Drugs (BNDD), began as a Special Agent in the Seattle field office. As Special Agent in Charge of a joint federal, state, and local drug enforcement task force, he planned and directed numerous successful enforcement operations and was subsequently assigned to the agency's office in Marseilles, where he was tasked to work closely with French police in identifying and eliminating the infamous "French Connection."

He was subsequently assigned by the DEA to Rabat, Morocco, and Brussels, Belgium, where he served as the Technical Advisor for U.S. drug intelligence and investigative matters. As Country Attaché for drug matters, he served as the American government's sole liaison to foreign federal authorities for drug investigations and intelligence. In 1986, he was assigned to the worldwide International Criminal Police Organization (INTERPOL) with the task of reorganizing and redirecting INTERPOL's drug enforcement efforts and initiatives in order to increase its effectiveness as an international drug enforcement body. Upon his return to the United States, Higdon was placed in charge of the agency's Office of Inspections, with responsibility for ensuring that all DEA offices and its personnel, both domestic and foreign, followed proper agency policy and procedures.

Mr. Higdon was later appointed the DEA's Deputy Assistant Administrator in Charge of Foreign Operations (responsible for overseeing and directing the operations of 70 DEA offices in 51 countries). After retiring from the DEA, he served as Director of the Criminal Intelligence Directorate at INTERPOL, where he ranked second in the organization and was subordinate only to the Secretary General.

He is a member of the International Association of Chiefs of Police. Mr. Higdon served in the U.S. Marine Corps Reserve from 1963 to 1970. He holds a Bachelor of Arts in Sociology and Business from Seattle University and has completed coursework in Executive Management and Financial Investigations at the DEA, National and Internal Security at Harvard, Mastering Meetings at Johns Hopkins University, and Performance Audits at USDA.

Thomas J. Endres

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

**United States
Army
1980-2006**

Director of Operations /Activities, United States Military Academy

- ✦ CEO of 365 employees, a \$50M Budget, and \$2B in facilities to include 6 restaurant operations, 1 bookstore, 1 department store, the East Coast's 2nd largest cultural arts theatre and over 110 cadet teams and organizations.
- ✦ Increase profitability by over 300% in 5 years
- ✦ Managed all aspects of one of the most prestigious and visited universities in America.
- ✦ Maintained excellent job performance levels and was asked to extend at USMA by 5 different general officers.
- ✦ Managed and implemented a myriad of programs to make West Point a leader in environmental compliance

Member, Board of Directors, West Point Federal Credit Union

- ✦ Managed over \$55 million in funds and was responsible for the investment policies, interest rate analysis, and overall fund management for all shareholders in the credit union.
- ✦ Contributed to the credit union's growth of 10% in 4 years.
- ✦ Helped execute credit union merger with The Pentagon Federal Credit Union.

Lacrosse Coach, United States Military Academy

- ✘ Coached 250 students in seven years to an overall record of 40 wins.
- ✘ Credited for converting a losing program into one of the nation's finest JV lacrosse programs.

Chief, Special Operations, Aviation Management Office

- ✘ Acted as Human Resources Officer for over 10,000 US Army pilots.
- ✘ Screened, tested, and selected pilots for entry into the most elite aviation units in the world.
- ✘ Selected, trained, and assigned all Army special operations pilots.

Chief, Special Incentive Pay Branch

- ✘ Prepared, managed, submitted and executed over \$200M in special pay requirements for the entire US Army including combat, dive, special forces, flight, and incentive pay programs.
- ✘ Prepared, briefed, and forwarded this budget for congressional approval.

Operations Officer, 4th Aviation Battalion, 4th Infantry Division

- ✘ Executed training and operations for a 400 man, 60 aircraft unit and over \$1.2B in assets.
- ✘ Managed multiple deployments to the National Training Centers in Pinion Canyon and Somalia.
- ✘ Managed border reconnaissance missions in support of Joint Task Force "Bravo".

Operations Officer, Task Force 4-4, 10th Mountain Division, Somalia

- ✘ Planned and executed all air combat missions in support of ground troops, Red Cross rations escorts, and daily Mogadishu reconnaissance ground and air missions.
- ✘ Deployed and safely redeployed over 600 soldiers and \$100M of equipment in a hostile combat environment.

Chief, Research and Development Test Pilot, Lakehurst Naval Air Weapons Center

- ✘ Managed and tested multiple classified night vision, navigation, and communication projects for many government agencies to include the CIA, FBI, and Department of Defense.
- ✘ Oversaw 15 pilots and multiple aircraft assets in excess of \$500M.

Company Commander, 2d Aviation Battalion, Camp Casey, Korea

- ✘ Trained over 150 soldiers, managed over \$300M in equipment, and financially managed all Battalion operations.
- ✘ Charged with border defense 10 Kilometers from the DMZ.

Aide de Camp, Commanding General 21D, Camp Casey, Korea

- ✘ Executed scheduling, security, travel, mission planning, and overall operations of the commander of the Secondary Infantry Division.
- ✘ Worked as the commanding general's senior executive assistant.

Education

Bachelor of Science in Engineering

United States Military Academy

Additional Training

- | | |
|--|--|
| ✘ Infantry Officer Basic Course | ✘ Air Assault |
| ✘ Joint Firepower Control Course | ✘ Aviation Qualification Course |
| ✘ Material Management Acquisition Course | ✘ Dual Related Test Pilot with 2500+ hours |

13. Attachment K – Proof of Local Internet Service Provider

Attachment K: Proof of Local Internet Service Provider

Empire State Compassionate Care, Inc. (“ESCC”) has obtained the following letters regarding the availability of internet connectivity at each its facilities:

Manufacturing Facility

- Letter from Verizon regarding 320 Mount Airy Road, New Windsor, New York 12553

Dispensing Facilities:

- Letter from Time Warner Cable regarding internet availability in New York, NY 10001.
- Letter from Time Warner Cable regarding 3057 Erie Boulevard, Syracuse, New York. 13224
- Letter from Time Warner Cable regarding 1933 Cheektowaga, New York 14215.
- Appointment confirmation from Optimum to install internet service at 760 Fulton Avenue, Hempstead, New York 11550, demonstrating that Optimum provides the required internet connectivity to the subject site.



David Lamendola
Director
State Government Affairs
New York & Connecticut

158 State Street - 10th Floor
Albany, NY 12207

Phone 518-398-1088

June 3, 2015

Michael Finnegan
Continental Organics
320 Mt Airy Road
New Windsor, New York

Dear Mr. Finnegan:

Thank you for reaching out to discuss broadband service availability. We note that you are currently using Verizon's High Speed Internet (HSI) service at your business located at 320 Mt Airy Road, New Windsor, New York.

Should your firm require greater broadband speeds beyond HSI (e.g., T1, DS1, DS3, etc.) you would need to engage Verizon's engineering and sales organizations. Both groups will work with your firm to design and price a network to help with your expanded broadband needs. Please keep in mind that this will likely require engineering, design and construction charges that must be paid for in advance of construction to services being installed. In addition, these advanced services may be limited by the availability of fiber facilities, design complexity, premise point of entry (conduit, etc.), and site requirements (power/space).

If you plan to pursue speeds beyond HSI, you should contact 800-Verizon to speak with a business call center specialist.

Sincerely yours,

A handwritten signature in black ink, appearing to be "D. Lamendola", written in a cursive style.

From: James Klug
Subject: Internet Connectivity
Date: May 29, 2015 at 7:49 PM
To: Eli Elbaum

Mr. Elbaum,

The Internet Connectivity for 150 W. 25th St. New York, NY 10001 was found to be On - Net. Which means that my company does provide service to that location.

Thank you for your business,

James Klug

Business Account Manager

Phone: (866)-398-1317

Fax: (866)-582-7614

Email: james.klug@twc-b2b.com

Your best compliment is a referral!

 TIME WARNER CABLE
Business Class
Authorized Agent

Eli Elbaum

From: James Klug <james.klug@twc-b2b.com>
Sent: Friday, May 29, 2015 7:48 PM
To: Eli Elbaum
Subject: Internet Connectivity

Mr. Elbaum,

The Internet Connectivity for 3057 Erie Blvd. Syracuse, NY 13224 was found to be On - Net. Which means that my company does provide service to that location.

Thank you for your business.

James Klug

Business Account Manager

Phone: (866)-398-1317

Fax: (866)-582-7614

Email: james.klug@twc-b2b.com

Your best compliment is a referral!



Eli Elbaum

From: James Klug <james.klug@twc-b2b.com>
Sent: Wednesday, June 03, 2015 12:26 PM
To: Eli Elbaum
Subject: Internet Connectivity

Mr. Elbaum,

The Internet Connectivity for 1933 Kensington Ave. Cheektowaga, NY 14215 was found to be On - Net. Which means that my company does provide service to that location.

Thank you for your business.

James Klug

Business Account Manager

Phone: (866)-398-1317

Fax: (866)-582-7614

Email: james.klug@twc-b2b.com

Your best compliment is a referral!



Eli Elbaum

From: Optimum@optimumemail1.com on behalf of Optimum Order Confirmation
<confirmation@optimumemail1.com>
Sent: Tuesday, June 02, 2015 5:38 PM
To: Eli Elbaum
Subject: Your Optimum order confirmation.

optimum.

Live chat
optimum.net

**Your order confirmation is as easy
as 1-2-3.**

1

**Account
Information**

Name
EMPIRE STATE
COMPASSI
760 Fulton Av
Hempstead, NY 11550-
4549

Account number

Appointment date & time
Tuesday, June 30, 2015
11am-2pm

2

Order Details

Total monthly recurring
charges \$24.90

Phone
Phone Line(s) \$34.95
Double Play Discount for 24 \$-5.00

Months

Internet

Optimum Online	\$59.95
Static IP	\$10.00
Optimum Online Ultra 50	\$9.95
Promotion for 24 Months	
Modem(s)	\$4.95
Double Play Discount for 24 Months	\$-30.00
Double Play Free for 1 Month	\$-59.90

Total one-time charges \$59.95

Phone and Internet Installation	\$59.95
Static IP Router	\$0.00
Static IP Installation	\$0.00
Installation of 1-4 Lines	\$0.00

Partial month charges \$5.62*

Because we bill one month in advance, you will pay for the first month of service in advance. We will bill you for the second month of service in advance. The total amount of the first bill will be the sum of the partial month charges and the first month of service.

Total first bill charges \$90.47*

**Taxes and fees are not reflected in this total.*

3

Appointment Information

Your Optimum service(s) will be installed on:

Date: **Tuesday, June 30, 2015**
Appointment window: **11am-2pm**

Just keep in mind that your technician can arrive anytime during your appointment arrival time window, even closer to the end of the window.

To check for updates on when the technician will arrive on the day of your appointment

We know that sometimes things change. To reschedule your appointment:

- Visit us [www.optimum.net](#)
- ☎ Instantly [chat](#) online with an Optimum expert 24/7
- ☎ Call us at 1-833-276-5255

Helpful Information

Visit [optimum.net/services](#) for information about your new Optimum services, including our General Terms & Conditions of Service, Customer Privacy Notice, E911 information for Optimum Voice customers and more.

This notification email was sent to inform you of changes or updates to your products and services. You cannot unsubscribe from this notification.

For more details, [click here](#).

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[Customer Privacy Notice](#)

14. Attachment L – Timeline from Growing to Production

Attachment L: Timeline from Growing To Production

The enclosed timeline illustrates the ability of Empire State Compassionate Care, Inc. (“ESCC”) to produce final saleable product prior to January 1, 2016. This chart is not an estimate or projection—it is gleaned directly from the experience of ESCC’s New Jersey and Colorado affiliates. Our proven timeline of [REDACTED]” from seed to sale is in perfect harmony with the Department of Health’s requirements for the availability of medical marijuana. In addition, ESCC’s manufacturing facility is fully constructed, zoning-complaint, and turn-key, so that the manufacturing process may begin immediately upon registration. After the initial harvest, subsequent harvests will be completed in [REDACTED] as part of our “[REDACTED] [REDACTED], as illustrated in the second enclosed timeline.

FOIL EXEMPTION--The information contained on this page is proprietary in nature and constitutes a trade secret under the Freedom of Information Act (FOIL) and the New York State Public Officers Law. It is requested that any material contained on this page be exempt from disclosure under FOIL, the New York State Public Officers Law and any other relevant statutes and regulations.

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

**15. Attachment M – Compliance with Applicable State and
Local Laws and Regulations**

**15. Attachment M – Compliance with Applicable State and
Local Laws and Regulations**

I. Statement of Compliance

Attachment M: Compliance with Applicable State and Local Laws and Regulations

In accordance with 10 NYCRR § 1004.5(b)(8), Empire State Compassionate Care, Inc. ("ESCC") will comply with all applicable state and local laws and regulations relating to the activities it intends to engage in under the registration.

ESCC's affiliates ("Affiliates") have a proven track record of compliance with the state and local laws and regulations pertaining to the growth and dispensing of medical marijuana in both the States of Colorado and New Jersey. The Affiliates have not only received initial licenses from both states, they have received renewals of the licenses. The renewals demonstrate the Affiliate's actual compliance with the applicable laws and not merely hypothetical pledges or statements to comply in the future.

Enclosed in this attachment is a letter from Mayor John McCormac, Mayor of Woodbridge Township, New Jersey, home of ESCC's New Jersey affiliate's facility, recommending ESCC for a number of reasons, including ESCC's ability to comply with local law. The Mayor provides that the State of New Jersey's regulations are similar to what was passed in New York State and that ESCC's affiliate, "has been a model corporate citizen, complying with all municipal laws/regulations and its facility is consistently clean, secure and professionally run."

Additionally enclosed is a letter from Dr. Poonam Alaigh, MD, MSHCPM, FACP, the former New Jersey Commissioner of Health under Governor Christie, who made the following statements:

"Garden State Dispensary submitted an application for two [NJ] regions and both were the highest scoring of all applicants in every category. However, each winning applicant only received one permit. Since the receipt of a permit, Garden State Dispensary has proven that they merited the noteworthy score they received for the comprehensive and high-quality proposal and sound financial and security plans." [...]

"In addition to the dominant market share Garden State Dispensary quickly achieved, demonstrating industry experience, professionalism, and competence superior to competing cultivators, their track record of compliance and stringent security measures have also been superior to any other licensee in the state." [...]

"For these reasons and the stellar credentials of the team assembled by Empire State Compassionate Care, I offer an outstanding reference for this group's track record in New Jersey and thank them for enabling the success of this medically modeled marijuana program I implemented."

In addition to ESCC's ability to demonstrate actual compliance with state and local laws and regulations, ESCC has selected Paul Higdon to be its Director of Security. Paul Higdon, currently the Director of Security for ESCC's New Jersey affiliate, is a distinguished federal law enforcement and intelligence veteran. His 27-year career with the Drug Enforcement Administration (DEA) and its predecessor agency, Bureau of Narcotics and Dangerous Drugs (BNDD), included a rise from Special Agent to heading the agency's Office of Inspections to

being appointed the DEA's Deputy Assistant Administrator in Charge of Foreign Operations (responsible for overseeing and directing the operations of 70 DEA offices in 51 countries). As Special Agent in Charge of a joint federal, state, and local task force, he worked closely with international agencies to identify and eliminate the infamous "French Connection." After his DEA service, Mr. Higdon served as Director of Criminal Intelligence for INTERPOL.

Between its Affiliates' historical compliance with the laws of Colorado and New Jersey and the oversight of Mr. Higdon, ESCC can state with certainty that it will be able to comply with all New York State and local laws and regulations.

The following documents are included as appendices to Attachment M:

- Letter from Mayor John McCormac, Mayor of Woodbridge Township, New Jersey, home of ESCC's New Jersey affiliate's facility, recommending ESCC due to, among other things, the affiliate's compliance with local laws and regulations.
- Letter from Dr. Poonam Alaigh, MD, MSHCPM, FACP, recommending ESCC due to, among other things, the affiliate's compliance with local laws and regulations.
- Letter from John H. O'Brien, Director of the State of New Jersey, Department of Health, Medical Marijuana Program to David Weisser (Board Member of ESCC), as President of Compassionate Care Center of America Foundation, Inc., an affiliate of ESCC, enclosing the permit to operate a medical marijuana facility.
- Copy of New Jersey Permit Number 11202013, expiring on 12/31/14.
- Copy of the renewal of New Jersey Permit Number 11202013, issued on 01/01/15 and expiring on 12/31/15¹.
- Copy of Colorado "Medical Marijuana Conditional License" number 402-00050, expiring on 07/11/14.
- Copy of the renewal of Colorado "Medical Marijuana Conditional License" number 402-00050, expiring on 07/11/15.
- Copy of Colorado "Medical Marijuana Conditional License" number 403-00065, expiring on 09/04/14.
- Copy of the renewal of Colorado "Medical Marijuana Conditional License" number 403-00065, expiring on 09/04/15.
- Copy of Colorado "Medical Marijuana Conditional License" number 402-00578, expiring on 01/06/15.
- Copy of the renewal of Colorado "Medical Marijuana Conditional License" number 402-00578, expiring on 01/06/16.
- Copy of Colorado "Medical Marijuana Conditional License" number 403-00066, expiring on 08/20/14.
- Copy of the renewal of Colorado "Medical Marijuana Conditional License" number 403-00066, expiring on 08/20/15.
- Copy of Colorado "Medical Marijuana Conditional License" number 402-00051, expiring on 07/11/14.

¹ Please note that the Renewal Permits for New Jersey and Colorado do not contain the word "renewal" in the body of the document. The fact that they are renewals is evident from the permit/license number that is shared with the initial permit/license as well as their issuance and expiration dates.

- Copy of the renewal of Colorado “Medical Marijuana Conditional License” number 402-00051, expiring on 07/11/15.
- Copy of Colorado “Medical Marijuana Conditional License” number 403-00245, expiring on 06/28/14.
- Copy of the renewal of Colorado “Medical Marijuana Conditional License” number 403-00245, expiring on 06/28/15.
- Copy of Colorado “Medical Marijuana Conditional License” number 403-00848, expiring on 06/28/14.
- Copy of the renewal of Colorado “Medical Marijuana Conditional License” number 403-00848, expiring on 06/28/14.
- Letter from Nelson, Pope & Voorhis, LLC demonstrating that ESCC’s waste disposal procedure will comply with applicable regulatory requirements.

**II. Letter from Honorable John McCormac, Mayor of
Woodbridge, New Jersey**



Township of Woodbridge

John E. McCormac, Mayor

Office of the Mayor
One Main Street
Woodbridge, New Jersey 07095
Tel: (732) 602-6015 · Fax: (732) 602-6016
Email: wbmavor@twp.woodbridge.nj.us

June 2, 2015

Honorable Howard A. Zucker, M.D., J.D.
Commissioner of Health
New York State Department of Health
Corning Tower, Empire State Plaza
Albany, NY 12237

**Re: Letter in Support of
Empire State Compassionate Care, Inc.**

Dear Commissioner:

I am writing to offer my highest recommendation for the designation of Empire State Compassionate Care, Inc. (and its principals, David and Michael Weisser, retired DEA and INTERPOL official Paul Higdon, Dr. Jordan Josephson, and Raj Mukherji, Esq.) as a Registered Organization under the New York State Medical Marijuana Program. In particular, I want to attest to the excellence of the operations run by this group in New Jersey, their status as good neighbors, and their impeccable track record of complying with local and state laws and regulations in New Jersey.

As Mayor of Woodbridge Township, I have witnessed the operations of the Garden State Dispensary and have come to know the character and operational practices of its principals. GSD is (by far) New Jersey's largest medical marijuana provider and has operated both its manufacture/grow facility and dispensary here in Woodbridge Township since 2013.

Before supporting their decision to call Woodbridge home, my administration (as well as the NJ Department of Health) undertook a thorough examination of their background and plans for the facility. Their attention to providing exceptional quality pharmaceutical grade medicinal cannabis to patients who desperately need the relief they provide, and their unparalleled security team (led by a full-time retired Sergeant from our county's Prosecutor's Office) and Board (which in New Jersey includes a retired State Police Captain and Deputy Troop Commander and a retired Presiding Judge of the Superior Court) enabled them to get up and running and achieve 70% market share quickly where other licensees have failed. It has also ensured their compliance with the strict regulatory framework in New Jersey, after which I understand New York's program was modeled.

As you are aware, the State of New Jersey passed legislation permitting the manufacturing and dispensing of medical marijuana utilizing a regulatory framework similar to what was recently approved in New York State. GSD was one of only six applicants awarded a permit (and the highest scoring), based on the strength of its application, its proposed "medical model" of operations, and its established track record of providing quality care to thousands of patients in Colorado. That track record has now been proven and enhanced in New Jersey.

The organization has been a model corporate citizen, complying with all applicable laws/regulations. Its facility is consistently clean, secure and professionally run. Ensuring a professional and secure facility was a top priority of mine, as it assures patients in need of medical marijuana that they are entering a safe, quality facility with a focus on their clinical needs. In addition, it assures the citizens of our town that the dispensary is a safe, secure use.

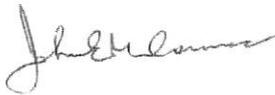
June 2, 2015

Page 2

An additional benefit that has been derived from GSD's operations in New Jersey has been its support for our local economy through the creation of new, permanent jobs, construction jobs, and a focus on employment of local (highly qualified) residents. Many residents of Woodbridge Township and surrounding communities are currently employed by GSD. I am certain that ESCC will follow in GSD's footsteps in this regard if they are selected as a Registered Organization by the New York State Department of Health, and will be able to create and provide jobs to local residents in their manufacturing and dispensing facilities. GSD has also been extremely generous in its philanthropy to worthy causes.

In summary, based upon my personal experience with GSD, its principals, and their New Jersey operations, as well as their exceptional histories in both New Jersey and Colorado, I unequivocally support Empire State Compassionate Care's application to become a Registered Organization in New York State under your Program. Many applicants will claim their ability and the know-how to launch an operation of this scale quickly and under a strictly regulated medical model, but this group has actually proven their ability to do so and outperformed all expectations.

Sincerely,

A handwritten signature in cursive script, appearing to read "John E. McCormac".

John E. McCormac
Mayor
Woodbridge Township

**III. Letter from Honorable Dr. Poonam Alaigh, Former
New Jersey Commissioner of Health**

POONAM ALAIGH, MD, MSHCPM, FACP

25 Craig Place • North Plainfield, NJ 07060

E-mail: PAlaigh@AlaighCare.com

June 1, 2015

Commissioner Howard A. Zucker, M.D., J.D.
NYSDOH
Corning Tower
Empire State Plaza
Albany, NY 12237

RE: Letter of reference for Medical Marijuana Alternative Treatment Center

Dear Commissioner Zucker,

By way of introduction, I served as the first Commissioner of Health and Senior Services under Governor Christie's administration in New Jersey, where I had the pleasure of working with your predecessor, Dr. Shah, from across the Hudson River. Previously, I served as Executive Medical Director of Horizon Blue Cross Blue Shield of New Jersey, our state's largest health plan. Prior to that, I was the National Medical Director for GlaxoSmithKline.

It has come to my attention that an applicant for licensure as a Registered Organization under the New York State medical marijuana program – **Empire State Compassionate Care, Inc.** – is owned by the same group that operates the largest nonprofit Alternative Treatment Center with a permit to cultivate and dispense medicinal cannabis in New Jersey. The Empire State team includes David and Michael Weisser (founders of the NJ alternative treatment center), former DEA Special Agent and Deputy Assistant Administrator Paul Higdon, Dr. Jordan Josephson, and Raj Mukherji, a healthcare entrepreneur/lawyer and NJ state legislator who is well known to me and who has my highest confidence.

The NJ facility, Compassionate Care Centers of America Foundation doing business as Garden State Dispensary, was one of only six to receive a permit during my tenure as Commissioner. My background as a physician and in Big Pharma informed my path to devising and implementing New Jersey's medical marijuana program, which marked pioneering territory and uncharted waters for our state. My goal was to provide patients suffering from debilitating conditions relief from chronic pain in a comprehensive medical model and system of care. To achieve that goal, I promulgated regulations and directed Department personnel to consider the financial operations and wherewithal of the applicants; safety and security capabilities; ability to adhere to strict inventory, record keeping, patient outcome, and data tracking protocols; cultivation and dispensing experience; quality control program; and ability to adhere to a medical model.

To select the six winning applicants from among many competitive applications, I convened a five-member selection committee from three State departments. The maximum score was 1,500 points. Garden State Dispensary submitted an application for two regions and both were the highest scoring of all applicants in every category. However, each winning applicant only received one permit. Since their receipt of a

permit, Garden State Dispensary has proven they merited the noteworthy scores they received for their comprehensive and high quality proposal and sound financial and security plans. According to the Department of Health's most recent Annual Report on the Medicinal Marijuana Program, they attained full regulatory compliance (which includes laboratory testing by the Department's Public Health Environmental Laboratory – PHEL) and dispensed over 67% of all medical marijuana provided in the state in 2014 and served over 64% of all of the state's registered patients last year.

In addition to the dominant market share Garden State Dispensary quickly achieved, demonstrating industry experience, professionalism, and competence superior to competing cultivators, their track record of compliance and stringent security measures have also been superior to any other licensee in the state.

For these reasons and the stellar credentials of the team assembled by Empire State Compassionate Care, I offer an outstanding reference for this group's track record in New Jersey and thank them for enabling the success of this medically modelled marijuana program I implemented.

Please don't hesitate to contact me if I can be of further assistance.

Sincerely,

A handwritten signature in cursive script, appearing to read "Poonam Alaigh".

Poonam Alaigh, MD, MSHPCM, FACP

IV. Licenses and Renewals

A. New Jersey Licenses and Renewals



State of New Jersey
DEPARTMENT OF HEALTH

PO BOX 360
TRENTON, N.J. 08625-0360

www.nj.gov/health

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

MARY E. O'DOWD, M.P.H.
Commissioner

November 20, 2013

David Weisser, President
Compassionate Care Center of America Foundation, Inc.
DBA Garden State Dispensary
20155 NE 38th Court, Suite 201
Aventura, FL 33180

Mr. Weisser,

Compassionate Care Center of America Foundation, Inc., DBA Garden State Dispensary has met the requirements of the Department of Health, Medicinal Marijuana Program (MMP) for permitting for the purpose of operation as an Alternative Treatment Center. As such, please find the attached Permit to Operate an Alternative Treatment Center and adjoining documents. The Permit to Operate an Alternative Treatment Center will be displayed at your facility as required by N.J.A.C. 8:64-7.6. The adjoining documents will be kept in accordance with your routine business practice and available for inspection.

The Temporary Permit to Cultivate issued on August 7, 2013 is void subject to the issuance of this final permit.

The MMP appreciates the work that you have accomplished thus far and we look forward to maintaining a cooperative working relationship into the future. If you have questions concerning this correspondence please contact me at (609) 633-2585.

Respectfully,

John H. O'Brien, Director
Medicinal Marijuana Program

Attachment: Permit to Operate an Alternative Treatment Center

**PERMIT TO OPERATE
AN ALTERNATIVE TREATMENT CENTER**

The Department of Health, Medicinal Marijuana Program (MMP), acting under the authority of the New Jersey Compassionate Use Medical Marijuana Act, N.J.S.A. 24:6I-1, et seq. (Act) and the MMP Rules, N.J.A.C. 8:64-1, et seq. (Rules), hereby issues the Compassionate Care Center of America Foundation, Inc., DBA Garden State Dispensary, 950 US Highway 1, Woodbridge NJ 07095, a Permit to operate an Alternative Treatment Center (ATC) for the purpose of cultivating and dispensing medicinal marijuana at 950 US Highway 1, Woodbridge NJ 07095, in compliance with the Act and Rules.

Permitted Entity: Compassionate Care Center of America Foundation, Inc., DBA Garden State Dispensary

Permitted Site: 950 US Highway 1, Woodbridge NJ 07095

Permit Purpose: To allow Compassionate Care Center of America Foundation, Inc., DBA Garden State Dispensary to cultivate and dispense medicinal marijuana at the permitted site in compliance with the Act and Rules.

Permit Issued: 11/20/2013

Permit Expires: 12/31/2014

Permit Number: 11202013

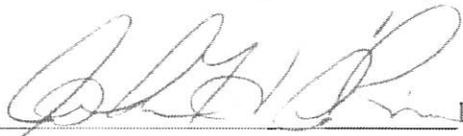
This Permit will allow Compassionate Care Center of America Foundation, Inc., DBA Garden State Dispensary to cultivate and dispense medicinal marijuana, subject to the following conditions.

For the duration of this Permit, Compassionate Care Center of America Foundation, Inc., DBA Garden State Dispensary must:

1. Submit to the jurisdiction of the Department of Health and the courts of the State of New Jersey, and agree to comply with all applicable laws and regulations of the State of New Jersey;
2. Permit complete and immediate access by the MMP to the ATC including, but not limited to, its physical facilities and all of its documents and records (whether in electronic form or otherwise);
3. Fully operate the approved security alarm and video monitoring systems;
4. Fully operate the approved internal management system;

5. Implement all standard operating procedures approved by the MMP related to the cultivation and dispensary site;
6. Maintain compliance with all requirements outlined in the MMP Operational Inspection Requirements Checklist, found at Appendix A hereto, which are incorporated herein by reference.

Any violation of the conditions of this Permit and/or the legal and regulatory requirements to operate an ATC in the State of New Jersey may result in the MMP taking action against Compassionate Care Foundation, Inc. including, but not limited to, suspending Compassionate Care Center of America Foundation, Inc., DBA Garden State Dispensary operations, in accordance with the Act, Rules and any other applicable laws.


Date: 11/29/13

John H. O'Brien
Director, Medicinal Marijuana Program

NEW JERSEY DEPARTMENT OF HEALTH
MEDICINAL MARIJUANA PROGRAM
PERMIT TO OPERATE AN ALTERNATIVE
TREATMENT CENTER

The Department of Health, Medicinal Marijuana Program (MMP), acting under the authority of the New Jersey Compassionate Use Medical Marijuana Act, N.J.S.A. 24:61-1, et seq. (Act) and the MMP Rules, N.J.A.C. 8:64-1, et seq. (Rules), hereby issues the Compassionate Care Center of America Foundation, Inc., DBA Garden State Dispensary, 950 US Highway 1, Woodbridge NJ 07095, a Permit to operate an Alternative Treatment Center (ATC) for the purpose of cultivating and dispensing medicinal marijuana at 950 US Highway 1, Woodbridge NJ 07095, in compliance with the Act and Rules.

Permitted Entity: Compassionate Care Center of America Foundation, Inc., DBA Garden State Dispensary

Permitted Site: 950 US Highway 1, Woodbridge NJ 07095

Permit Purpose: To allow Compassionate Care Center of America Foundation, Inc., DBA Garden State Dispensary to cultivate and dispense medicinal marijuana at the permitted site in compliance with the Act and Rules.

Permit Issued: 11/20/2013

Permit Expires: 12/31/2014

Permit Number: 11202013

Issued by:  John H. O'Brien

Director

Medicinal Marijuana Program

NEW JERSEY DEPARTMENT OF HEALTH
MEDICINAL MARIJUANA PROGRAM
PERMIT TO OPERATE AN ALTERNATIVE
TREATMENT CENTER

The Department of Health, Medicinal Marijuana Program (MMP), acting under the authority of the New Jersey Compassionate Use Medical Marijuana Act, N.J.S.A. 24:61-1, et seq. (ACT) and the MMP Rules, N.J.A.C. 8:64-1, et seq. (Rules), hereby issues the Compassionate Care Center of America Foundation, Inc., DBA Garden State Dispensary, 950 US Highway 1, Woodbridge NJ 07095, a Permit to operate an Alternative Treatment Center (ATC) for the purpose of cultivating and dispensing medicinal marijuana at 950 US Highway 1, Woodbridge NJ 07095, in compliance with the Act and Rules.

Permitted Entity: Compassionate Care Center of America Foundation, Inc., DBA Garden State Dispensary

Permitted Site: 950 US Highway 1, Woodbridge NJ 07095

Permit Purpose: To allow Compassionate Care Center of America Foundation, Inc., DBA Garden State Dispensary to cultivate and dispense medicinal marijuana at the permitted site in compliance with the Act and Rules.

Permit Issued: 1/1/2015

Permit Expires: 12/31/2015

Permit Number: 11202013

Issued by: John H. O'Brien

Director

Medicinal Marijuana Program



B. Colorado Licenses and renewals

STATE OF COLORADO

DEPARTMENT OF REVENUE



Marijuana Enforcement Division



Medical Marijuana Conditional License

COMPASSIONATE CARE GIVERS, INC.

THE CANNABIS STATION

1201 20th Street, Denver, CO 80202

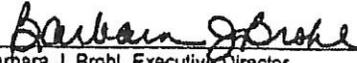
Center - Type 1 - 402-00050

License Valid Through: 07/11/2014

This license is conditioned upon Local Authority approval, pursuant to section 12-43.3-305(2) C.R.S.

This conditional license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 12, Article 43.3, as amended. This conditional license is nontransferable and shall be conspicuously posted in the place above described. This conditional license is only valid through the expiration date shown above. Any questions concerning this conditional license should be addressed to: Colorado Marijuana Enforcement Division, 455 Sherman Street, Suite 390, Denver, CO 80203. In testimony whereof, I have hereunto set my hand.


Ron Kammerzell
Deputy Senior Director of
Enforcement


Barbara J. Brohl, Executive Director

STATE OF COLORADO

DEPARTMENT OF REVENUE



Marijuana Enforcement Division



Medical Marijuana Conditional License

COMPASSIONATE CARE GIVERS, INC.

THE CANNABIS STATION

1201 20th Street, Denver, CO 80202

Center - Type 1 - 402-00050

License Valid Through: 07/11/2015

This license is conditioned upon Local Authority approval, pursuant to section 12-43.3-305(2) C.R.S.

This conditional license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 12, Article 43.3, as amended. This conditional license is nontransferable and shall be conspicuously posted in the place above described. This conditional license is only valid through the expiration date shown above. Any questions concerning this conditional license should be addressed to: Colorado Marijuana Enforcement Division, 455 Sherman Street, Suite 390, Denver, CO 80203. In testimony whereof, I have hereunto set my hand.

W. Lewis Koski

W. Lewis Koski
Division Director

Barbara J. Brohl

Barbara J. Brohl, Executive Director

STATE OF COLORADO

DEPARTMENT OF REVENUE



Marijuana Enforcement Division



Medical Marijuana Conditional License

COMPASSIONATE CAREGIVERS INC

THE CANNABIS STATION

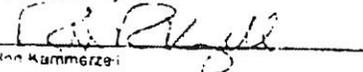
4237 Josephine Street, Unit 102 & 103, Denver, CO 80216

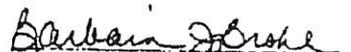
Optional Premises - 403-00065

License Valid Through: 09/04/2014

This license is conditioned upon Local Licensing Authority approval, pursuant to 12-43.3-305(2).

This conditional license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 12, Article 43.3, as amended. This conditional license is nontransferable and shall be conspicuously posted in the place above described. This conditional license is only valid through the expiration date shown above. Any questions concerning this conditional license should be addressed to the Colorado Marijuana Enforcement Division, 455 Sherman Street, Suite 300, Denver, CO 80203. In testimony whereof, I have hereunto set my hand.


Ron Kammerzell
Deputy Senior Director of
Enforcement


Barbara J. Brohl, Executive Director

STATE OF COLORADO

DEPARTMENT OF REVENUE



Marijuana Enforcement Division



Medical Marijuana Conditional License

COMPASSIONATE CARE GIVERS, INC.

THE CANNABIS STATION

4237 Josephine Street, Unit 102 & 103, Denver, CO 80216

Optional Premises - 403-00065

License Valid Through: 09/04/2015

This license is conditioned upon Local Authority approval, pursuant to section 12-43.3-305(2) C.R.S.

This conditional license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 12, Article 43.3, as amended. This conditional license is nontransferable and shall be conspicuously posted in the place above described. This conditional license is only valid through the expiration date shown above. Any questions concerning this conditional license should be addressed to: Colorado Marijuana Enforcement Division, 455 Sherman Street, Suite 390, Denver, CO 80203. In testimony whereof, I have hereunto set my hand.

W. Lewis Koski

W. Lewis Koski
Division Director

Barbara J. Brohl

Barbara J. Brohl, Executive Director

STATE OF COLORADO

DEPARTMENT OF REVENUE



Marijuana Enforcement Division



Medical Marijuana Conditional License

DURANGO ALTERNATIVE, LLC

Rocky Mountain High

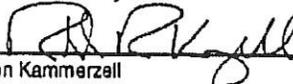
48 CR 250, Units 106 & 108, Durango, CO 81301

Center - Type 1 - 402-00578

License Valid Through: 01/06/2015

This license is conditioned upon Local Authority approval, pursuant to section 12-43.3-305(2) C.R.S.

This conditional license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 12, Article 43.3, as amended. This conditional license is nontransferable and shall be conspicuously posted in the place above described. This conditional license is only valid through the expiration date shown above. Any questions concerning this conditional license should be addressed to: Colorado Marijuana Enforcement Division, 455 Sherman Street, Suite 390, Denver, CO 80203. In testimony whereof, I have hereunto set my hand.


Ron Kammerzell
Deputy Senior Director of
Enforcement


Barbara J. Brohl, Executive Director

STATE OF COLORADO

DEPARTMENT OF REVENUE



Marijuana Enforcement Division



Medical Marijuana Conditional License

DURANGO ALTERNATIVE, LLC

ROCKY MOUNTAIN HIGH

48 CR 250, Units 106 & 108, Durango, CO 81301

Center - Type 1 - 402-00578

License Valid Through: 01/06/2016

This license is conditioned upon Local Authority approval, pursuant to section 12-43.3-305(2) C.R.S.

This conditional license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 12, Article 43.3, as amended. This conditional license is nontransferable and shall be conspicuously posted in the place above described. This conditional license is only valid through the expiration date shown above. Any questions concerning this conditional license should be addressed to: Colorado Marijuana Enforcement Division, 455 Sherman Street, Suite 390, Denver, CO 80203. In testimony whereof, I have hereunto set my hand.

W. Lewis Koski

W. Lewis Koski
Division Director

Barbara J. Brohl

Barbara J. Brohl, Executive Director

STATE OF COLORADO

DEPARTMENT OF REVENUE



Marijuana Enforcement Division



Medical Marijuana Conditional License

COMPASSIONATE CARE GIVERS, INC.

ROCKY MOUNTAIN HIGH

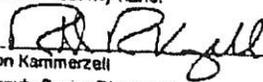
4228 York Street, Units 104, 106 & 107, Denver, CO 80216

Optional Premises - 403-00066

License Valid Through: 08/20/2014

This license is conditioned upon Local Authority approval, pursuant to section 12-43.3-305(2) C.R.S.

This conditional license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 12, Article 43.3, as amended. This conditional license is nontransferable and shall be conspicuously posted in the place above described. This conditional license is only valid through the expiration date shown above. Any questions concerning this conditional license should be addressed to: Colorado Marijuana Enforcement Division, 455 Sherman Street, Suite 380, Denver, CO 80203. In testimony whereof, I have hereunto set my hand.


Ron Kammerzell
Deputy Senior Director of
Enforcement


Barbara J. Brohl, Executive Director

STATE OF COLORADO

DEPARTMENT OF REVENUE



Marijuana Enforcement Division



Medical Marijuana Conditional License

COMPASSIONATE CARE GIVERS, INC.

ROCKY MOUNTAIN HIGH

4228 York Street, Units 104, 106 & 107 Denver, CO 80216

Optional Premises - 403-00066

License Valid Through: 08/20/2015

This license is conditioned upon Local Authority approval, pursuant to section 12-43.3-305(2) C.R.S.

This conditional license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 12, Article 43.3, as amended. This conditional license is nontransferable and shall be conspicuously posted in the place above described. This conditional license is only valid through the expiration date shown above. Any questions concerning this conditional license should be addressed to: Colorado Marijuana Enforcement Division, 455 Sherman Street, Suite 390, Denver, CO 80203. In testimony whereof, I have hereunto set my hand.

W. Lewis Koski

W. Lewis Koski
Division Director

Barbara J. Brohl

Barbara J. Brohl, Executive Director

STATE OF COLORADO

DEPARTMENT OF REVENUE



Marijuana Enforcement Division



Medical Marijuana Conditional License

COMPASSIONATE CARE GIVERS, INC.

ROCKY MOUNTAIN HIGH

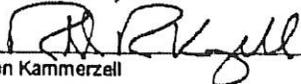
1538 Wazee Street, Denver, CO 80202

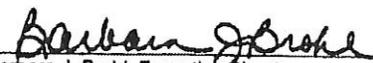
Center - Type 1 - 402-00051

License Valid Through: 07/11/2014

This license is conditioned upon Local Authority approval, pursuant to section 12-43.3-305(2) C.R.S.

This conditional license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 12, Article 43.3, as amended. This conditional license is nontransferable and shall be conspicuously posted in the place above described. This conditional license is only valid through the expiration date shown above. Any questions concerning this conditional license should be addressed to: Colorado Marijuana Enforcement Division, 455 Sherman Street, Suite 390, Denver, CO 80203. In testimony whereof, I have hereunto set my hand.


Ron Kammerzell
Deputy Senior Director of
Enforcement


Barbara J. Brohl, Executive Director

STATE OF COLORADO

DEPARTMENT OF REVENUE



Marijuana Enforcement Division



Medical Marijuana Conditional License

COMPASSIONATE CARE GIVERS, INC.

ROCKY MOUNTAIN HIGH

1538 Wazee Street, Denver, CO 80202

Center - Type 1 - 402-00051

License Valid Through: 07/11/2015

This license is conditioned upon Local Authority approval, pursuant to section 12-43.3-305(2) C.R.S.

This conditional license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 12, Article 43.3, as amended. This conditional license is nontransferable and shall be conspicuously posted in the place above described. This conditional license is only valid through the expiration date shown above. Any questions concerning this conditional license should be addressed to: Colorado Marijuana Enforcement Division, 455 Sherman Street, Suite 390, Denver, CO 80203. In testimony whereof, I have hereunto set my hand.

W. Lewis Koski

W. Lewis Koski
Division Director

Barbara J. Brohl

Barbara J. Brohl, Executive Director

STATE OF COLORADO
DEPARTMENT OF REVENUE

STATE OF COLORADO
DEPARTMENT OF REVENUE



**Marijuana
Enforcement Division**



**Medical Marijuana
Conditional License**

P&C EXPRESS LLC

4237 Josephine Street, Unit 102 & 103, Denver, CO 80216

Optional Premises - 403-00245

License Valid Through: 06/28/2014

This license is conditioned upon Local Licensing Authority approval, pursuant to 12-43.3-305(2).

This conditional license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 12, Article 43.3, as amended. This conditional license is nontransferable and shall be conspicuously posted in the place above described. This conditional license is only valid through the expiration date shown above. Any questions concerning this conditional license should be addressed to: Colorado Marijuana Enforcement Division, 455 Sherman Street, Suite 390, Denver, CO 80203. In testimony whereof, I have hereunto set my hand.


Ron Kammerzell
Deputy Senior Director of
Enforcement


Barbara J. Broderick, Executive Director

STATE OF COLORADO

DEPARTMENT OF REVENUE



Marijuana Enforcement Division



Medical Marijuana Conditional License

P&C EXPRESS, LLC

4237 Josephine Street, Units 102 & 103, Denver, CO 80216

Optional Premises - 403-00245

License Valid Through: 06/28/2015

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W. Lewis Koski

W. Lewis Koski
Division Director

Barbara J. Brohl

Barbara J. Brohl, Executive Director

STATE OF COLORADO

DEPARTMENT OF REVENUE



Marijuana Enforcement Division



Medical Marijuana Conditional License

CMED LLC

COLOMED CENTER

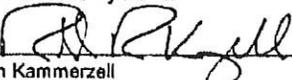
615 Buggy Circle, Carbondale, CO 81623

Optional Premises - 403-00848

License Valid Through: 06/28/2014

This license is conditioned upon Local Licensing Authority approval, pursuant to 12-43.3-305(2).

This conditional license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 12, Article 43.3, as amended. This conditional license is nontransferable and shall be conspicuously posted in the place above described. This conditional license is only valid through the expiration date shown above. Any questions concerning this conditional license should be addressed to: Colorado Marijuana Enforcement Division, 455 Sherman Street, Suite 390, Denver, CO 80203. In testimony whereof, I have hereunto set my hand.



Ron Kammerzell
Deputy Senior Director of
Enforcement



Barbara J. Brohl, Executive Director

STATE OF COLORADO

DEPARTMENT OF REVENUE



Marijuana Enforcement Division



Medical Marijuana Conditional License

CMED, LLC

COLOMED CENTER

615 Buggy Circle, Carbondale, CO 81623

Optional Premises - 403-00848

License Valid Through: 06/28/2015

This license is conditioned upon Local Authority approval, pursuant to section 12-43.3-305(2) C.R.S.

This conditional license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 12, Article 43.3, as amended. This conditional license is nontransferable and shall be conspicuously posted in the place above described. This conditional license is only valid through the expiration date shown above. Any questions concerning this conditional license should be addressed to: Colorado Marijuana Enforcement Division, 455 Sherman Street, Suite 390, Denver, CO 80203. In testimony whereof, I have hereunto set my hand.

W. Lewis Koski

W. Lewis Koski
Division Director

Barbara J. Brohl

Barbara J. Brohl, Executive Director

C. Colorado Oil Extraction and Infusion License



October 30, 2014

RE: Engineering Peer Review 201404005 Rev. 3

Dear Emotek Customer,

Emotek Labs model Obe has been evaluated by a Colorado Professional Engineer and has been found suitable for use in the State of Colorado. The Obe was reviewed using the following internationally recognized codes and standards:

- International Fire Code 2012/2009
- National Fire Protection Association (NFPA) 58, Liquefied Petroleum Gas Code 2014
- ASME Boiler and Pressure Vessel Code, Section VIII, Division 1, 2013

Please direct all technical questions to Emotek Labs.

Official copies of this document include **original signatures** and **embossed Professional Engineer stamps**.

Photocopies or scans of this document are not considered official documents.

Chris J. Witherell, PE

John R. Andrzejczak, PE

DENVER FIRE PREVENTION BUREAU
745 W Colfax AVE
P.O. Box 40385
Denver, CO 80204
720-913-3458

PERMIT NO: 151381

FIRE PROTECTION FOR OCCUPANT ID: 34148

Issued To: COMPASSIONATE CAREGIVERS INC./
ROCKY MOUNTAIN HIGH
1401 DELGANAY ST. #408
DENVER, CO. 80202
PH: 305-494-3388 EMAIL: [REDACTED]
CONTACT: DAVID WEISSER

Site: 4237 JOSEPHINE ST. #102, 103.

Issued On: 05/13/2015 for the period of 05/01/2015 through 05/01/2016

Code	Description of Occupancy or Operation	PermitFee
37.6	MARIJUANA EXTRACTION PROCESSES	\$ 525.00

SPECIFICS AND CONDITIONS:

This permit is for a PROCESSING OPERATION involving marijuana extraction using hazardous materials.

TYPE OF EXTRACTION EQUIPMENT: One - ExtractionTek Solutions (ETS) LHBES 1300 (S/N EXO184)
Two- Emotek Labs Obe (S/N X111 and X105)

NUMBER OF EXTRACTION UNITS: Three

SOLVENT TYPE: Butane

All extraction processes require approval by Development Services via means of plan review and building permit issuance. Failure to obtain approval by Development Services shall render this permit null and void. Extraction equipment shall be operated in strict accordance with the manufacturer guidelines. CARESAVER refrigerant recovery unit is rated for use with the ETS extraction unit; use of any other recovery unit is prohibited. Exhaust fans and local hydrocarbon detection shall be in operation at all times extraction equipment is in use. Extractions shall be conducted away from any open flame, spark producing appliance, or ignition sources. All flammable products will require a separate permit for use and storage. Only permitted extraction equipment / processes identified in this permit may be used; any other processes performed using hazardous materials are in violation of this permit and subject to penalty. Any extraction process which releases flammable gasses into the atmosphere is prohibited. Compliance with all fire and building code requirements shall be maintained at all times. All permits must be posted on site. All DFD Guidelines apply. For questions contact the Denver Fire Department Fire Prevention Division at 720-913-3474 or via E-mail to: DFDMarijuanaEnforcement@DenverGov.Org.

This is your actual PERMIT. This is not an Invoice. DO NOT SEND MONEY! Our records indicate the permit fee shown above was credited to your account on 05/13/2015 with **Ck No. PENDING** by MARK C RUDOLPH
- THANK YOU.

Please place this permit in a conspicuous place. Your copies of our recent fire inspections must also be kept readily available for our review. Questions should be directed to the Denver Fire Prevention Bureau at the phone number shown above.

This permit shall not be construed to mean approval of any violation of the Fire/Building Code(s) and Standards adopted by the City and County of Denver, if such violations exist.

DENVER FIRE PREVENTION BUREAU

745 W Colfax AVE

P.O. Box 40385

Denver, CO 80204

720-913-3458

PERMIT NO: 151381

FIRE PROTECTION FOR OCCUPANT ID: 34148

Issued To: COMPASSIONATE CAREGIVERS INC./
ROCKY MOUNTAIN HIGH
1401 DELGANNEY ST. #408
DENVER, CO. 80202
PH: 305-494-3388 EMAIL:
CONTACT: DAVID WEISSER

Site: 4237 JOSEPHINE ST. #102, 103.

Issued On: 05/13/2015 for the period of 05/01/2015 through 05/01/2016

Table with 3 columns: Code, Description of Occupancy or Operation, Permit Fee. Row 1: 37.62 MARIJUANA HAZ/FLAM USE & STORAGE \$ 235.00

SPECIFICS AND CONDITIONS:

This is your ANNUAL permit for the storage and use of 4 - 60 LB. BUTANE TANKS (TOTAL 240 LBS.) at the above site. Storage Area Location: OUTSIDE, SOUTH/EAST CORNER. Butane must be stored a minimum of 20 feet from all building entrances/exits. Use Area Location: EXTRACTIONS. Any extraction process requires a separate annual permit after approval by Denver Development Services. The following must be provided: fire extinguishers within 75 feet, approved vehicle and tip-over protection, "NO SMOKING" and "FLAMMABLES" signs posted and enforced. Permit must be on site and posted. All DFD Guidelines apply. For questions, contact the Marijuana Group at 720-913-3474 or via EMAIL to "DFDMarijuanaEnforcement@DenverGov.Org".

Table with 3 columns: Code, Description of Occupancy or Operation, Permit Fee. Row 1: 37.63 MARIJUANA LPG \$ 100.00

SPECIFICS AND CONDITIONS:

This permit is for the INSTALLATION of a BUTANE CYLINDER CAGE at the above site. Storage Area Location: EXTERIOR, SOUTH/EAST CORNER. Use Area Location: EXTRACTION OPERATIONS. The following must be provided: 2 fire extinguishers (3A-40BC minimum rating), approved vehicle protection, "No Smoking" and "Flammables" signs posted and enforced. Permit must be posted on site. User must obtain an annual storage/use permit. All DFD Guidelines apply. For questions, contact the Marijuana Group at 720-913-3474 or via EMAIL to "DFDMarijuanaEnforcement@DenverGov.Org".

This is your actual PERMIT. This is not an Invoice. DO NOT SEND MONEY! Our records indicate the permit fee shown above was credited to your account on 05/13/2015 with Ck No. PENDING by MARK C RUDOLPH - THANK YOU.

Please place this permit in a conspicuous place. Your copies of our recent fire inspections must also be kept readily available for our review. Questions should be directed to the Denver Fire Prevention Bureau at the phone number shown above.

This permit shall not be construed to mean approval of any violation of the Fire/Building Code(s) and Standards adopted by the City and County of Denver, if such violations exist.

V. Waste Disposal Report of



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

**16. Appendix A – Disclosure Affidavits, Organizational
Chart and Proof of Fingerprinting**

I. Affidavits of Board Members



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: Red Land Strategy, Inc. This is the name that was entered in Section A of the Application for Registration as a Registered Organization. 2. Name: Michael Balboni 3. Title: President and Managing Director 4. Briefly describe the role of this person or entity in the proposed registered organization: To assist Empire State Compassionate Care in the development and implementation of a security plan for its growing center pursuant to the requirements of New York State law. 5. Will this person or entity come into contact with medical marijuana or medical marijuana products? [] Yes [X] No Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License." 6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [] Yes [X] No If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.



Appendix A:

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

7. Has this person or entity been convicted of a felony or had any type of registration or license suspended or revoked in any administrative or judicial proceeding?
Yes No

If the answer to either of these questions is "Yes," a statement explaining the circumstances of the felony, suspension or revocation must be provided below.

8. Phone: 9. Fax:

10. Email:

11. Residence Address:

12. City: 13. State: 14. ZIP Code:

15. Formal Education Dates Attended Degree

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Contains entries for Adelphi University and St. Johns University School of Law.



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

Table with 5 columns: Type of Professional License, License Number, Institution Granting License (Mailing Address, Phone, Email), Effective Date, Expiration Date. Row 1: Licensed to practice law in NYS - 1983, St. John's University - School of Law, May 1983, 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.

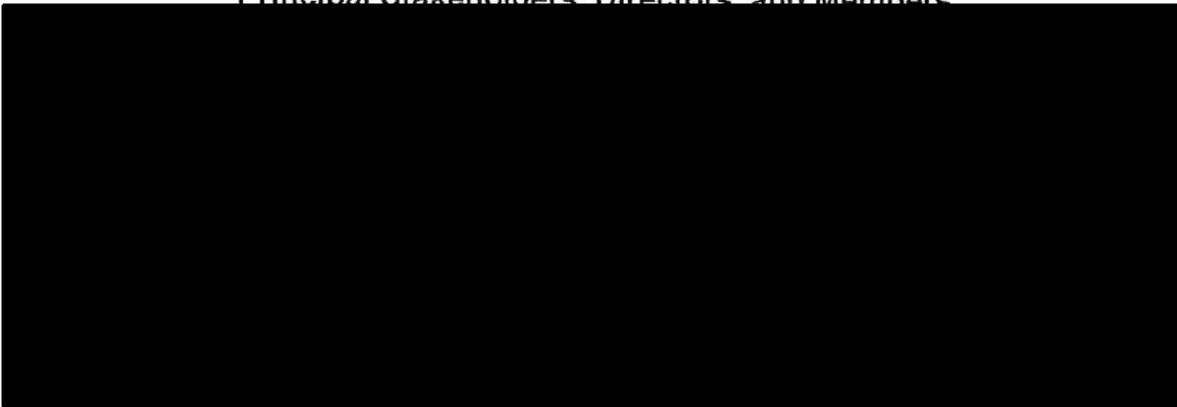


Department of Health

Medical Marijuana Program Application for Registration as a Registered Organization

Appendix A:

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



Name of Employer: Governor Eliot Spitzer/		
Type of Business: Government		
Street Address: The New York State Capital		
City: Albany	State: New York	Zip Code: 12247
Starting Date of Employment: 01/05/2007		Ending Date of Employment: 02/01/2009
Name of Supervisor for Reference: [Redacted]		Supervisor Phone Number: N/A
Position/Responsibilities: Deputy Secretary for Public Safety - Oversaw 13 Public Safety agencies with spending authority for \$5 billion.		
Reason For Departure: [Redacted]		
Name of Employer: NYS Senate		
Type of Business: NYS Legislature		
Street Address:		
City: Albany	State: New York	Zip Code: 12247
Starting Date of Employment: 1997		Ending Date of Employment: 2005
Name of Supervisor for Reference: N/A		Supervisor Phone Number: N/A
Position/Responsibilities: NYS Senator representing the 7th Senate District		
Reason For Departure: [Redacted]		
Name of Employer:		



Appendix A:

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

Form with multiple sections for business information, including Type of Business, Street Address, City/State/Zip, Starting/Ending Date of Employment, Name of Supervisor, Position/Responsibilities, Reason For Departure, and 18. Offices Held or Ownership Interest in Other Businesses.



Department of Health

Medical Marijuana Program
Application for Registration as
a Registered Organization

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

Form with multiple sections for business information, including 'From', 'To', 'Business Type', 'Office Held/Nature of Interest', and 'Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable'. Includes checkboxes for 'open', 'closed', and 'proposed'.



Appendix A:

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

19. Affirmative Statement of Qualifications
For individuals who have not previously served as a director/officer nor have had managerial experience, please include a
statement below explaining how you are qualified to operate the proposed facility. This statement should include, but not
be limited to, any relevant community/volunteer background and experience.

20. The undersigned certifies, under penalty of perjury, that the information contained herein or attached hereto is accurate,
true, and complete in all material respects.

Signature: [Handwritten Signature] Date: 06/01/2015

Notary Name: Robin C. Rosen Notary Registration Number:

Notary (Notary Must Affix Stamp or Seal) Date: 6/1/15
ROBIN C. ROSEN
Notary Public, State of New York
No. 02-RO5067343
Qualified in New York County
Commission Expires December 13, 2018
[Handwritten Signature]



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: EMPIRE STATE COMPASSIONATE CARE INC
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.

2. Name: Pietro Piacquadio 3. Title: Strategic Committee Member

4. Briefly describe the role of this person or entity in the proposed registered organization:
I am a member of ESCC's Strategic Committee, and as such, I am an outside independent contractor who may be providing consulting and advisory services to Empire State Compassionate Care Inc. I have no other interest in Empire State Compassionate Care, Inc.

5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
[] Yes [x] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."

6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [x] Yes [] No
If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.

[Redacted]
licensed with the DEA # [Redacted] as Distributor for Schedules [Redacted] class controlled substances.
Licensed NYS Department of Health, controlled Substance License # [Redacted] for class [Redacted] Distributor of controlled Drugs.
No violations.



Department of Health

Medical Marijuana Program
Application for Registration as a Registered Organization

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:
10. Email:
11. Residence Address:
12. City:
13. State:
14. ZIP Code:

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Row 1: ST. Johns University, 8000 Utopia Pkwy, Queens NY 11439, 1981, 1986, B.S. pharmacy, Spring 1986.



Department of Health

Medical Marijuana Program
Application for Registration as
a Registered Organization

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

Table with 5 columns: Type of Professional License, License Number, Institution Granting License (Mailing Address, Phone, Email), Effective Date, Expiration Date. Row 1: Pharmacist, 037543, NYS education Dept Boards of Pharmacy, 89 Washington Ave, Albany NY 12231, 9/18/1986, none.

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.

Form fields for employment history: Name of Employer (Self employed), 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.



Department of Health

Medical Marijuana Program Application for Registration as a Registered Organization

Appendix A:

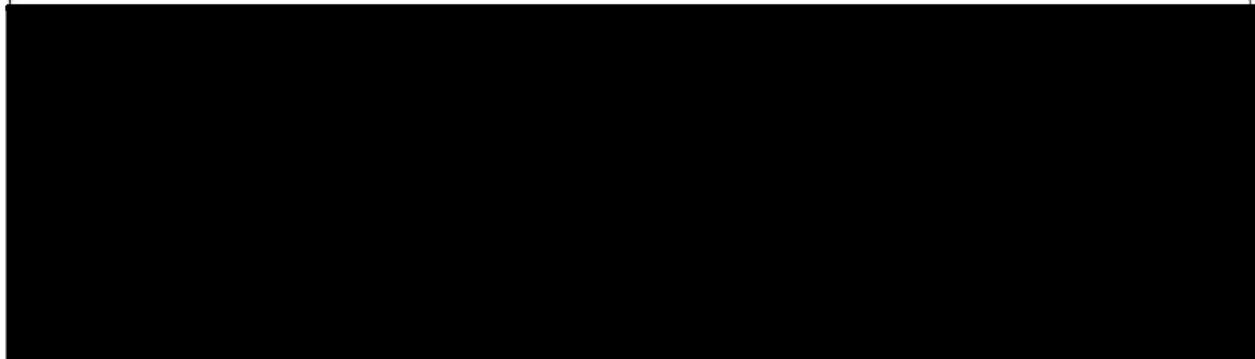
Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

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:		
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:		



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

Form with multiple sections for business information, including fields for Type of Business, Street Address, City, State, Zip Code, Starting/Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, Position/Responsibilities, Reason For Departure, and a section for other businesses with a Yes/No checkbox.

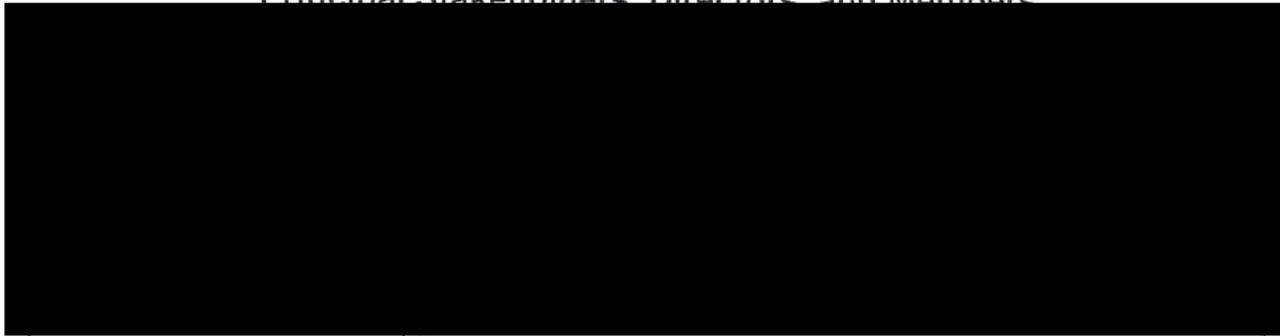




Department of Health

Medical Marijuana Program
Application for Registration as
a Registered Organization

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



Form with two identical sections for business information. Each section includes fields for 'From:', 'To:', 'Business Type:', 'Office Held/Nature of Interest:', and 'Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:'. The 'Office Held/Nature of Interest:' field includes checkboxes for 'open', 'closed', and 'proposed'.



Appendix A:

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

19. Affirmative Statement of Qualifications
For individuals who have not previously served as a director/officer nor have had managerial experience, please include a statement below explaining how you are qualified to operate the proposed facility. This statement should include, but not be limited to, any relevant community/volunteer background and experience.
N/A

20. The undersigned certifies, under penalty of perjury, that the information contained herein or attached hereto is accurate, true, and complete in all material respects.

Signature: [Handwritten Signature] Date: 6/3/2015

Notary Name: Daniel P. Deegan Notary Registration Number: 02DE4961764

Notary (Notary Must Affix Stamp or Seal) Date: 6/3/15

DANIEL P. DEEGAN
Notary Public, State of New York
No. 02DE4961764
Qualified in Nassau County
Commission Expires July 7, 2018



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.

Form with fields for Business Name, Name (Edward P. Salzano), Title (Member), Role description (Member of the Company's Strategic Committee), and questions about contact with medical marijuana and other business interests.



Department of Health

Medical Marijuana Program Application for Registration as a Registered Organization

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

Table with 6 columns: Institution, Address, Dates Attended (From, To), Degree Received, Date Received. Row 1: NEW YORK UNIVERSITY, 1964-1973, BACHELOR OF ENG IN INDUSTRIAL ENG, FEB 1973.

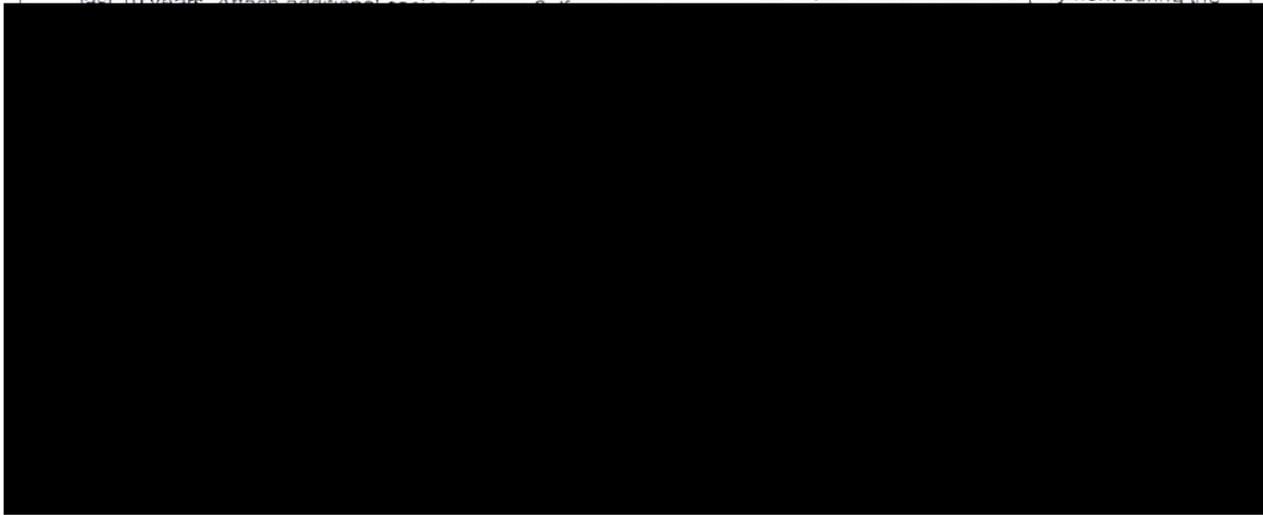


Appendix A:
**Affidavit for Board Members, Officers, Managers, Owners, Partners,
Principal Stakeholders, Directors, and Members**

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

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...

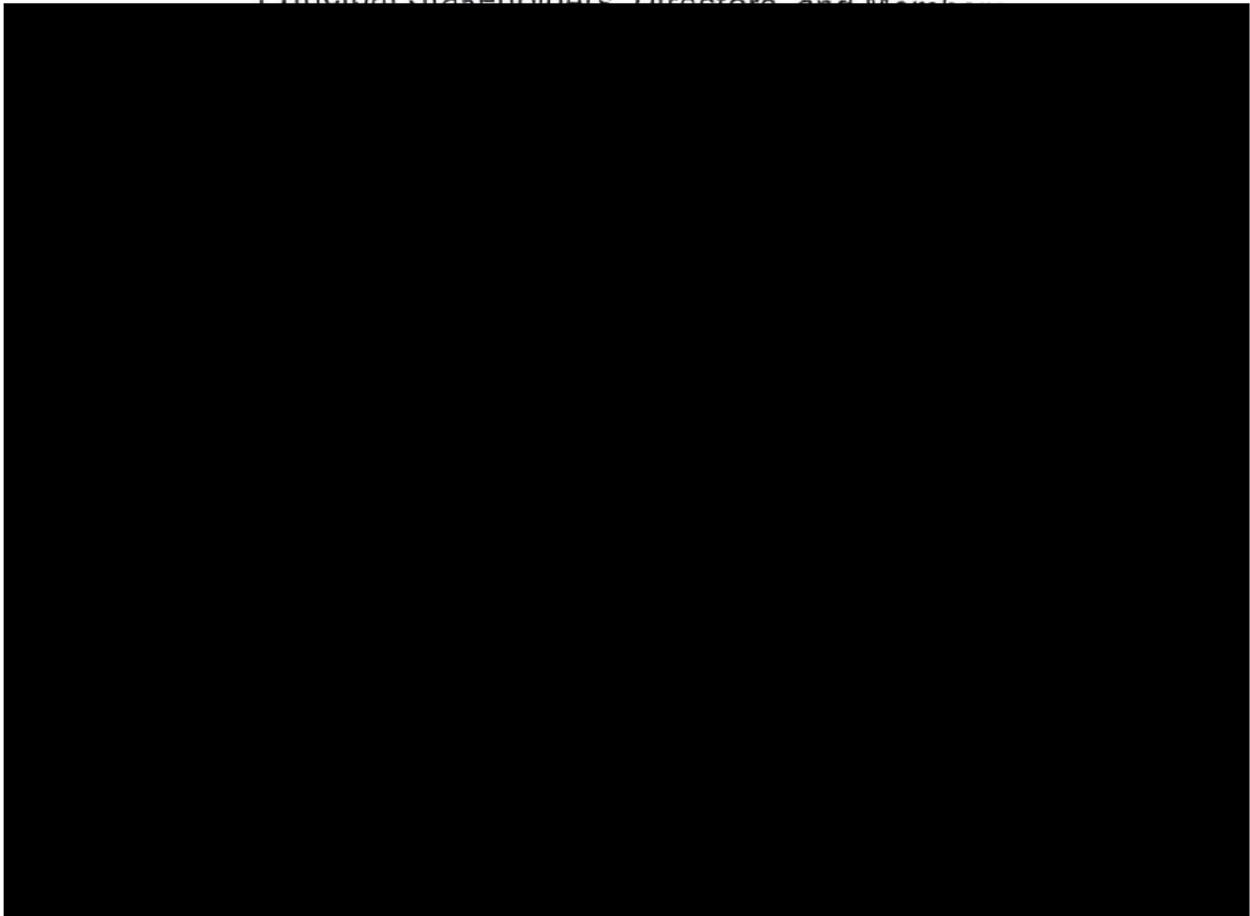




Department of Health

Medical Marijuana Program
Application for Registration as
a Registered Organization

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



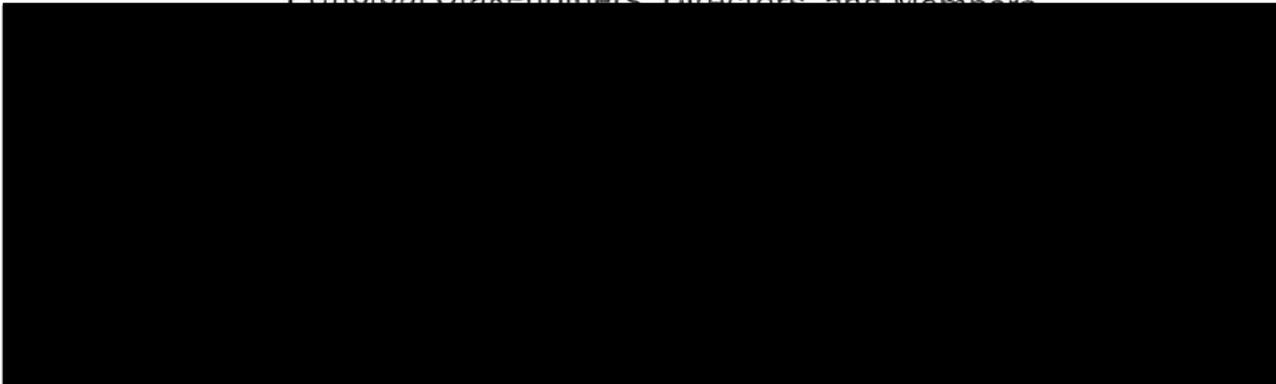
Type of Business:		
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:		Ending Date of Employment:
Name of Supervisor for Reference:		Supervisor Phone Number:
Position/Responsibilities:		
Reason For Departure:		
Name of Employer:		



Department of Health

Medical Marijuana Program
Application for Registration as
a Registered Organization

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

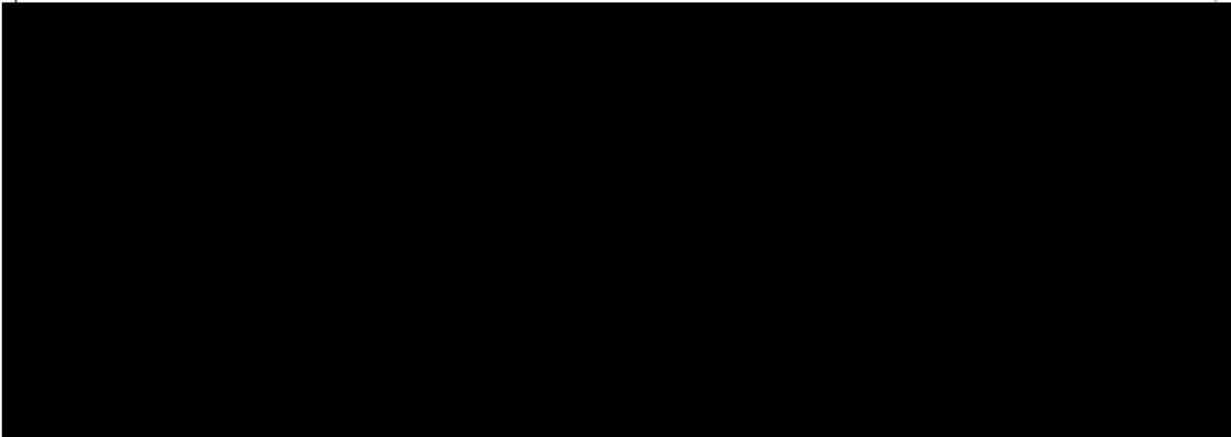


Form with fields for 'To:', 'Business Type:', 'Office Held/Nature of Interest:', 'Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:', 'From:', 'Name and Address of Business:', and checkboxes for 'open', 'closed', 'proposed'.



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

Form with multiple sections for business information, including fields for Type of Business, Street Address, City, State, Zip Code, Starting/Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, and Position/Responsibilities. Includes a section for 'Reason For Departure' and '18. Offices Held or Ownership Interest in Other Businesses'.





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: <i>Edward P. Selzner</i>	Date: <i>June 1, 2015</i>
Notary Name: <i>[Signature]</i>	Notary Registration Number: <i>2445052</i>
Notary (Notary Must Affix Stamp or Seal)	Date: <i>6/1/2015</i>





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: Empire State Compassionate Care, Inc. This is the name that was entered in Section A of the Application for Registration as a Registered Organization. 2. Name: Anthony V. Curto 3. Title: Attorney 4. Briefly describe the role of this person or entity in the proposed registered organization: Attorney, Shockholder and Member of the Strategic Committee 5. Will this person or entity come into contact with medical marijuana or medical marijuana products? [] Yes [X] No Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License." 6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [] Yes [X] No If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.



Appendix A:

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

7. Has this person or entity been convicted of a felony or had any type of registration or license suspended or revoked in any administrative or judicial proceeding?
[] Yes [X] No
If the answer to either of these questions is "Yes," a statement explaining the circumstances of the felony, suspension or revocation must be provided below.

8. Phone: [Redacted] 9. Fax: [Redacted]

10. Email: [Redacted]
11. Residence Address: [Redacted]

12. City: [Redacted] 13. State: [Redacted] 14. ZIP Code: [Redacted]

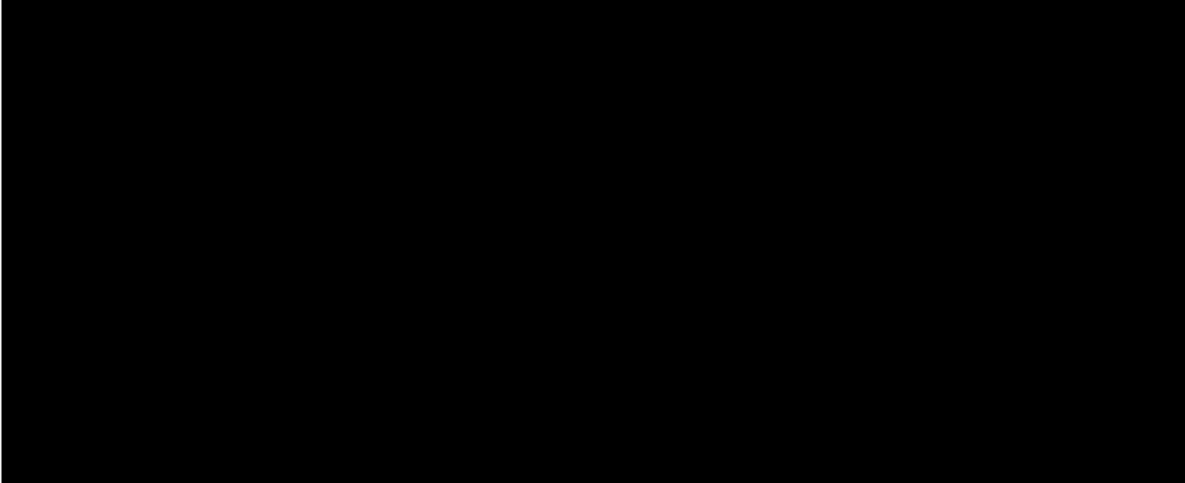
Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Rows include Rutgers University and New York Law School.



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

Table with 5 columns: Type of Professional License, License Number, Institution Granting License (Mailing Address, Phone, Email), Effective Date, Expiration Date. Row 1: Law, N/A, State of New York, Appellate Division, 1961, 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: N/A
Type of Business: N/A



Department of Health

Medical Marijuana Program
Application for Registration as
a Registered Organization

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

Form with multiple sections for personal and professional information, including fields for Street Address, City, State, Zip Code, Starting Date of Employment, Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, Position/Responsibilities, Reason For Departure, Name of Employer, and Type of Business.



Department of Health

Medical Marijuana Program
Application for Registration as
a Registered Organization

Appendix A:

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

Form with multiple sections for business information, including fields for Type of Business, Street Address, City, State, Zip Code, Starting/Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, Position/Responsibilities, Reason For Departure, and 18. Offices Held or Ownership Interest in Other Businesses.



Department of Health

Medical Marijuana Program
Application for Registration as
a Registered Organization

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

Form with multiple sections for business information, including fields for From/To, Business Type, Office Held/Nature of Interest, and Licensing/Regulatory Agency details. Includes checkboxes for open, closed, and proposed status.

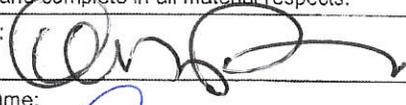


Appendix A:
Affidavit for Board Members, Officers, Managers, Owners, Partners,
Principal Stakeholders, Directors, and Members

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.

See attached Curriculum Vitae

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: May 29, 2015
--	--------------------

Notary Name: 	Notary Registration Number:
--	-----------------------------

Notary (Notary Must Affix Stamp or Seal)	Date:
<p>KAREN ADLER Notary Public, State of New York No. 01AD4816314 Qualified in Nassau County Commission Expires: April 30, 2018</p>	

Professional Experience:

Present:

[REDACTED]

Admissions:

Admitted to the New York State Bar
United States Tax Court
United States District Court

Education:

New York Law School - J.D. Degree - 1960
Masters Program in Taxation and Securities Law - 1960 -1962
Rutgers University - B.A. Degree 1958

Past and Present

Professional Activities:

- ◆ Author, *The Time For Justice*, Publishing date July, 2012
- ◆ Co-Chairman [REDACTED] for U.S. Women's Open 2013; responsible for registration, transportation accreditation, practice facilities and on course provisions

[REDACTED]

- ◆ Associate Northport Village Justice, Northport, N.Y.

[REDACTED]

- ◆ New York State Bar Association, seminar speaker on continuing legal education
- ◆ Suffolk County Bar, seminar speaker

[REDACTED]

- ◆ Numerous articles and lectures on legal issues for students, professionals and lay groups

[REDACTED]



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: Empire State Compassionate Care, Inc.
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: David Weisser 3. Title: President
4. Briefly describe the role of this person or entity in the proposed registered organization:
President, COO, Director
Day-to-day oversight of operations.
5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
[checked] Yes [] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [checked] Yes [] No
If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.



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

7. Has this person or entity been convicted of a felony or had any type of registration or license suspended or revoked in any administrative or judicial proceeding?
[] Yes [x] No

If the answer to either of these questions is "Yes," a statement explaining the circumstances of the felony, suspension or revocation must be provided below.

8. Phone: [Redacted] 9. Fax: [Redacted]

10. Email: [Redacted]

11. Residence Address: [Redacted]

12. City: [Redacted] 13. State: [Redacted] 14. ZIP Code: [Redacted]

15. Formal Education: Institution, Address, Dates Attended (From, To), Degree Received, Date Received

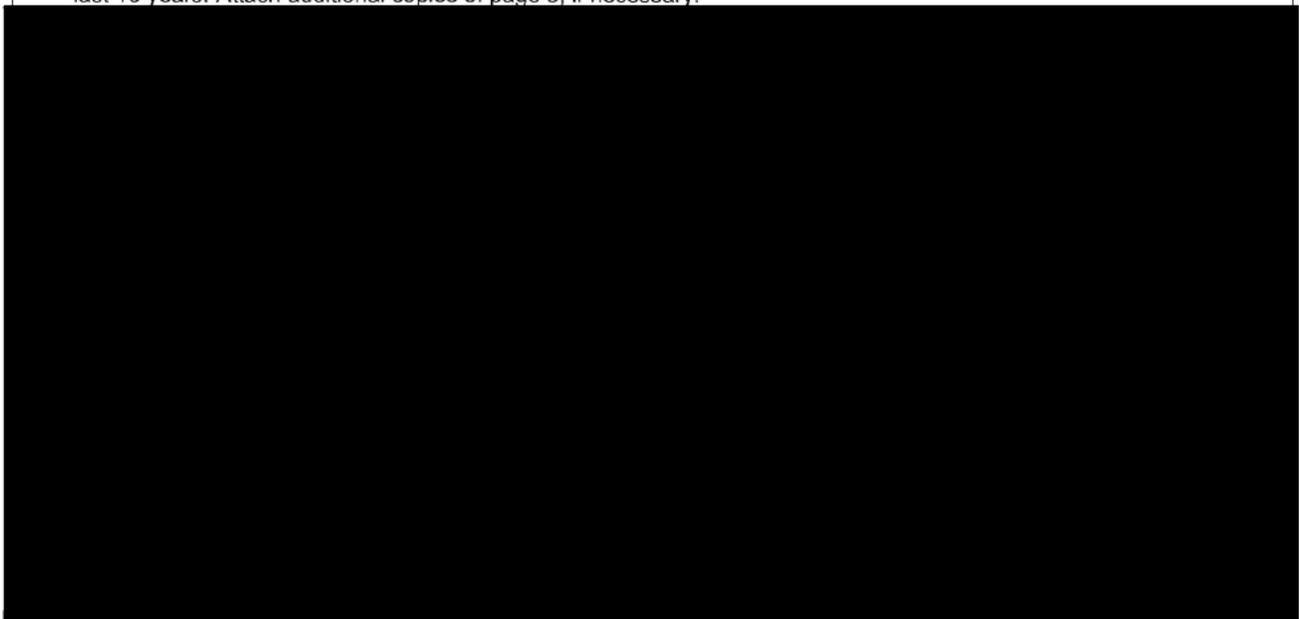
Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Rows include Curry College and Nova Southeastern University.



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

Table with 5 columns: Type of Professional License, License Number, Institution Granting License (Mailing Address, Phone, Email), Effective Date, Expiration Date. Contains two rows of license data.

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.





Appendix A:
Affidavit for Board Members, Officers, Managers, Owners, Partners,
Principal Stakeholders, Directors, and Members
Redacted pursuant to N.Y. Public Officers Law, Art. 6



Appendix A:
Affidavit for Board Members, Officers, Managers, Owners, Partners,
Principal Stakeholders, Directors, and Members
Redacted pursuant to N.Y. Public Officers Law, Art. 6

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? [X] Yes [] No
(See attached addendum)
From: Name and Address of Business:
SEE ATTACHED ADDENDUM.
To:
Business Type: Office Held/Nature of Interest: [] open [] closed [] proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:



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

Form with three identical sections for business information. Each section includes fields for 'From:', 'To:', 'Business Type:', 'Office Held/Nature of Interest:', and 'Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:'. The 'Office Held/Nature of Interest:' field includes checkboxes for 'open', 'closed', and 'proposed'.



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

19. Affirmative Statement of Qualifications

For individuals who have not previously served as a director/officer nor have had managerial experience, please include a statement below explaining how you are qualified to operate the proposed facility. This statement should include, but not be limited to, any relevant community/volunteer background and experience.

SEE ATTACHED ADDENDUM.

20. The undersigned certifies, under penalty of perjury, that the information contained herein or attached hereto is accurate, true, and complete in all material respects.

Signature: [Handwritten Signature] Date: June 3, 2015
Notary Name: Daniel P. Deegan Notary Registration Number: 02DE4961764
Notary (Notary Must Affix Stamp or Seal) Date: 6/3/15
DANIEL P. DEEGAN
Notary Public, State of New York
No. 02DE4961764
Qualified in Nassau County
Commission Expires July 7, 2018

David Weisser – ADDENDUM TO APPENDIX A

Question 18

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.

<u>Name/address</u>	<u>From/To and Status (Open/Closed/Proposed)</u>
<u>Business Type</u>	<u>Office Held/Nature of Interest</u>
<u>Name/address/phone number of licensing/regulatory agency (if applicable)</u>	

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

ADDENDUM TO APPENDIX A, Question 19

David Weisser

Nationally regarded as an industry pioneer, David Weisser has over six years of experience across three states in cultivating and dispensing medical marijuana to relieve patients with serious debilitating conditions. He has been hailed for developing a medical model in “seed-to-sale” enterprises with an emphasis on tracking clinical data and the association between certain strains of medicinal cannabis and delivery methods with qualifying conditions.

David also has diversified experience in commercial real estate. As a former [REDACTED] in [REDACTED], he served as [REDACTED] of [REDACTED] of the [REDACTED] based organization and also identified new acquisition opportunities and closed complex transactions. David subsequently served as [REDACTED] of [REDACTED] at [REDACTED] in [REDACTED] where he was responsible for managing over one million square feet of various commercial and residential properties, including [REDACTED]. Mr. Weisser’s leadership role required him to travel extensively throughout Europe and Russia to evaluate a host of investment opportunities for [REDACTED] and its [REDACTED].



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: Empire State Compassionate Care, Inc.
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Michael H. Weisser 3. Title: Secretary/Treasurer/Director
4. Briefly describe the role of this person or entity in the proposed registered organization:
Mr. Weisser will be involved in the management and oversight of all aspects of the corporation.
5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
[] Yes [x] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [x] Yes [] No
If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.



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

7. Has this person or entity been convicted of a felony or had any type of registration or license suspended or revoked in any administrative or judicial proceeding?
[checked] Yes [] No

If the answer to either of these questions is "Yes," a statement explaining the circumstances of the felony, suspension or revocation must be provided below.

Michael H. Weisser has been continuously licensed as an attorney in the State of New York since 1966 without interruption. However, in the State of Florida nearly 30 years ago (in 1988), he lost his license to practice law due to a dispute with a client and subsequent appearance in Court on behalf of his son while his license was in a suspended status. He was given leave to reapply after five years. Mr. Weisser has declined to reapply but remains admitted to the Bar of New York in good standing.

Since that time, as detailed more fully in the attachment, Mr. Weisser has enjoyed tremendous success at the helm of numerous businesses and has been thoroughly vetted and successfully approved for medical marijuana licenses in the States of New Jersey and Colorado.

8. Phone: [redacted] 9. Fax: [redacted]
10. Email: [redacted]
11. Residence Address: [redacted]

12. City: [redacted] 13. State: [redacted] 14. ZIP Code: [redacted]

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Rows include Adelphi University and New York Law School.



**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
Attorney at law (State of New York)	1294602	NYS Unified Court System, Attorney Registration Unit, 25 Beaver St, Rm 840, NY, NY 10004 - (212)428-2800	1966	Present
Colorado Marijuana Enforcement Div. License Badge	M00098	Colorado Marijuana Enforcement Div., 455 Sherman St., Ste 390, Denver, CO 80203 - (719) 570-5622	2010	2016
NJ Medicinal Marijuana ATC Employee ID	102337-23530 A	NJ Dept of Health Medicinal Marijuana Program, PO Box 360, Trenton, NJ 08625 - (609) 292-0424	2013	Present
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: [REDACTED]				
Type of Business: [REDACTED]				
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:				



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

Form with multiple sections for personal and professional information, including fields for Street Address, City, State, Zip Code, Starting Date of Employment, Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, Position/Responsibilities, Reason For Departure, Name of Employer, and Type of Business.



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

Form with multiple sections for business information, including fields for Type of Business, Street Address, City, State, Zip Code, Starting/Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, Position/Responsibilities, Reason For Departure, Name of Employer, Type of Business, and a section for '18. Offices Held or Ownership Interest in Other Businesses' with handwritten text 'SEE ATTACHED ADDENDUM.'



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

Form with three identical sections for business information. Each section includes fields for 'From:', 'To:', 'Business Type:', 'Name and Address of Business:', 'Office Held/Nature of Interest:', and 'Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:'. The 'Office Held/Nature of Interest:' field contains checkboxes for 'open', 'closed', and 'proposed'.



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

19. Affirmative Statement of Qualifications

For individuals who have not previously served as a director/officer nor have had managerial experience, please include a statement below explaining how you are qualified to operate the proposed facility. This statement should include, but not be limited to, any relevant community/volunteer background and experience.

SEE ATTACHED ADDENDUM.

20. The undersigned certifies, under penalty of perjury, that the information contained herein or attached hereto is accurate, true, and complete in all material respects.

Signature: [Handwritten Signature] Date: June 3, 2015

Notary Name: Daniel P. Deegan Notary Registration Number: 02 DE 4961764

Notary (Notary Must Affix Stamp or Seal) Date: 6/3/15
DANIEL P. DEEGAN
Notary Public, State of New York
No. 02DE4961764
Qualified in Nassau County
Commission Expires July 7, 2018

Michael H. Weisser, Esq. – ADDENDUM TO APPENDIX A

Question 18 (continued)

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.

<u>Name/address</u>	<u>From/To and Status (Open/Closed/Proposed)</u>
<u>Business Type</u>	<u>Office Held/Nature of Interest</u>
Name/address/phone number of licensing/regulatory agency (if applicable)	

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

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

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

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

ADDENDUM TO APPENDIX A, Question 19

Michael H. Weisser, Esq.

A [redacted] native who was raised in [redacted] Michael H. Weisser has been a member of the New York Bar for approximately 50 years and has been engaged in the purchase, sale, and operation of [redacted] for over 30 years. He owns and manages in excess of one million square feet of commercial real estate, including [redacted] throughout [redacted] as well as [redacted]

[redacted] Mr. Weisser is an active member of the [redacted]

Six years ago, motivated by the [redacted] of his [redacted] of [redacted] after a [redacted] with [redacted] Mr. Weisser invested in medical marijuana dispensaries in Colorado and made significant contributions to [redacted] research through the [redacted] which [redacted] in [redacted]

Subsequent to his admission to the New York Bar, Mr. Weisser specialized in tax law, commercial litigation, and real estate and land use. Mr. Weisser has taken several companies public and has served as [redacted] of a publicly traded [redacted] company.

Presently, Mr. Weisser also [redacted] the [redacted] known as [redacted] and [redacted] These companies include a manufacturing and wholesale business as well as retail locations in [redacted] and [redacted] The companies' clients include leading department stores such as [redacted] in [redacted] and [redacted] in [redacted]

Mr. Weisser holds a J.D. from New York Law School and a B.S. in Finance and B.A.A. in Accounting from Adelphi University.



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: EMPIRE STATE COMPASSIONATE CARE, INC.
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: MICHAEL C. FINNEGAN, SR. 3. Title: MANAGER
4. Briefly describe the role of this person or entity in the proposed registered organization:
Facility Manager & Member of the Board
5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
[checked] Yes [] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [] Yes [checked] No
If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.



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

7. Has this person or entity been convicted of a felony or had any type of registration or license suspended or revoked in any administrative or judicial proceeding?

Yes No

If the answer to either of these questions is "Yes," a statement explaining the circumstances of the felony, suspension or revocation must be provided below.

8. Phone 9. Fax. n a

10. Email

11. Residence Address

12. City 13. State: 14. ZIP Code:

15. Formal Education Dates Attended Degree

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Rows include Pace Law School, Siena College, Univ. College London, and Univ of Idaho.



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

Table with 5 columns: Type of Professional License, License Number, Institution Granting License (Mailing Address, Phone, Email), Effective Date, Expiration Date. Rows include New York Bar License, Food Processing License, and Import-Export License.

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.

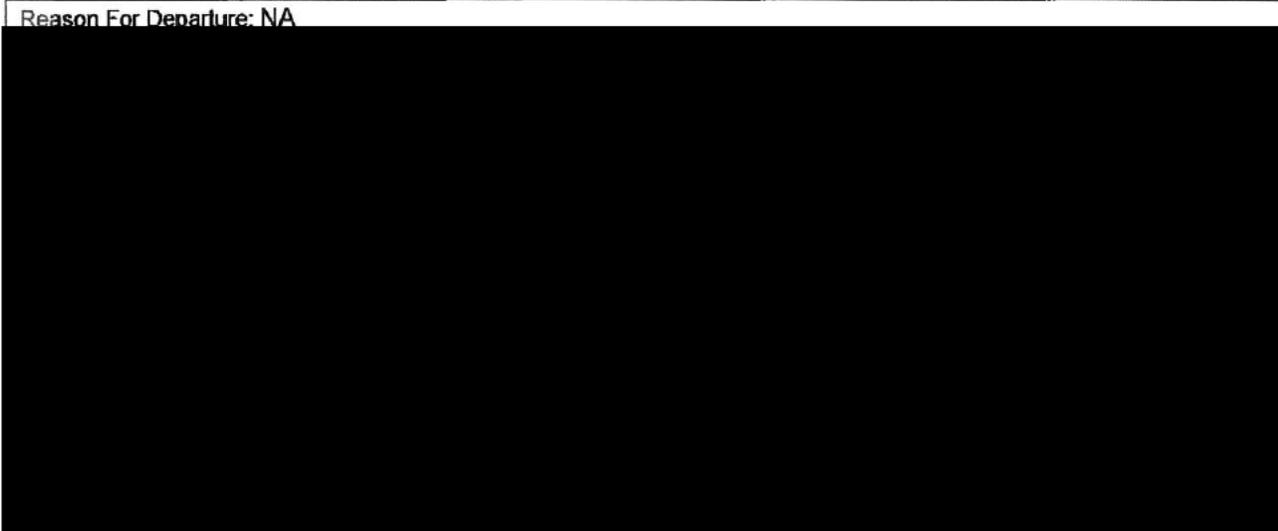


Name of Employer: U S Army
Type of Business: Armed Service



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

Street Address: Pentagon
City: Washington State: DC Zip Code:
Starting Date of Employment: April 2008 Ending Date of Employment: Remain in Service
Name of Supervisor for Reference: Supervisor Phone Number:
Position/Responsibilities:
Trial Counsel and Rule of Law Attorney



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:

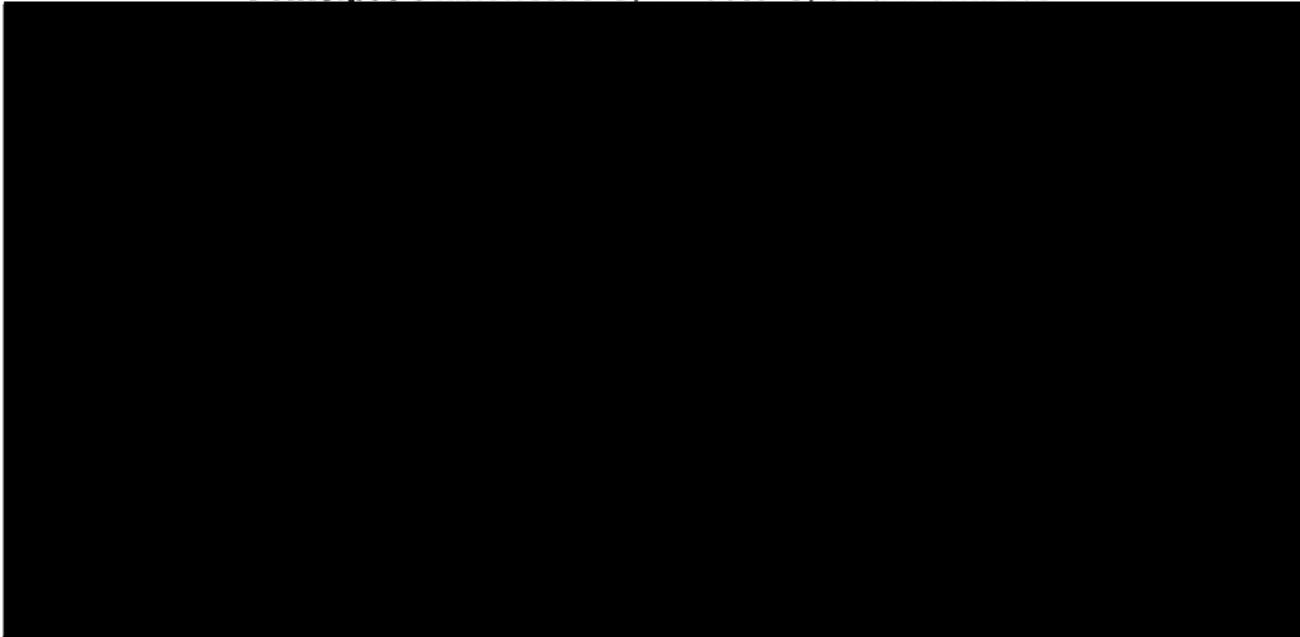


Appendix A:
Affidavit for Board Members, Officers, Managers, Owners, Partners,
Principal Stakeholders, Directors, and Members

Form with multiple sections for business information, including fields for 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, and a section for 18. Offices Held or Ownership Interest in Other Businesses with a Yes/No question.



**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.		



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.

I have over 25 years management experience in the Military, Law, Finance, Government & Agriculture and served on two for Profit Boards of Directors; one banking and the other housing,

In addition I have served on any number of Not for Profit Boards including at my Alma Mater of Siena College and Pace Law School. Other Bd service included the Catholic Charities of the archdiocese of NY, the National Defense University, in Washington, the Hudson Valley Hospital, Poughkeepsie Area Health CTR., National Resources Defense Council (NRDC) SP Morgan Chase Housing Opportunity Bd and the NYS'ESD Hudson Valley Regional Economic Development Council, and EPA Environmental Finance Advisory Bd.

20. The undersigned certifies, under penalty of perjury, that the information contained herein or attached hereto is accurate, true, and complete in all material respects.

Signature: [Handwritten Signature]

Date: 3 June 2015

Notary Name: Patricia A Roth

Notary Registration Number: 01R05017853

Notary (Notary Must Affix Stamp or Seal)

Date: 6/3/15

PATRICIA A. ROTH
Notary Public, State of New York
No. 01R05017853
Qualified in Dutchess County
Term Expires September 13, 20 17



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: EMPIRE STATE COMPASSIONATE CARE, INC.
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: PAUL HIGDON 3. Title: DIRECTOR
4. Briefly describe the role of this person or entity in the proposed registered organization:
Head of Security and member of the Board.
5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
[] Yes [X] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [] Yes [X] No
If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.



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

7. Has this person or entity been convicted of a felony or had any type of registration or license suspended or revoked in any administrative or judicial proceeding?
[] Yes [X] No

If the answer to either of these questions is "Yes," a statement explaining the circumstances of the felony, suspension or revocation must be provided below.

8. Phone: [redacted] 9. Fax: NONE
10. Email: [redacted]
11. Residence Address: [redacted]
12. City: [redacted] 13. State: [redacted] 14. ZIP Code: [redacted]

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Rows include Seattle University and Skagit Valley College.



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

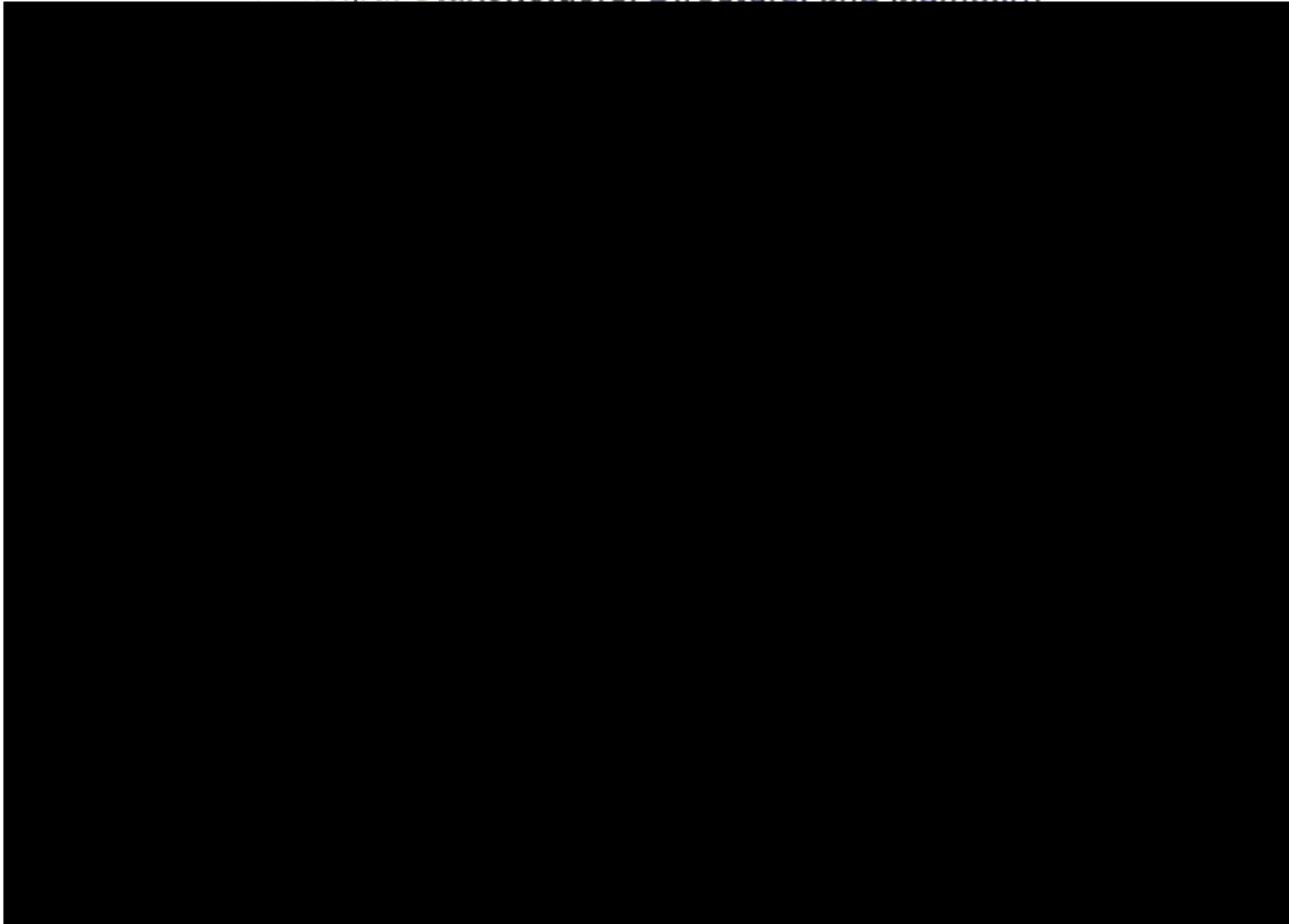
16. Licenses Held: List any and all licenses issued by a governmental or other regulatory entity.

Type of Professional License	License Number	Institution Granting License (Mailing Address, Phone, Email)	Effective Date	Expiration Date
NONE				

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 2, if necessary.



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



Form with fields: Name of Employer, Type of Business, Street Address, City, State, Zip Code, Starting Date of Employment, Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, Position/Responsibilities, Reason For Departure, Name of Employer.



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

Form with multiple sections for business information, including: Type of Business, Street Address, City/State/Zip, Starting/Ending 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, Starting/Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, Position/Responsibilities, Reason For Departure, 18. Offices Held or Ownership Interest in Other Businesses, Have you owned or operated a business or had any affiliations with the operations of a business in New York, in the USA, or in other countries?, From/To, Business Type, Office Held/Nature of Interest, Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable.



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

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,
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.

I have over 30 years experience in managing large numbers of people and programs. Included in this career was the responsibility as head of DEA's office of inspection to ensure that world wide DEA operations, agents and offices, followed proper, established policy and procedures.

I have no experience in community or volunteer work.

20. The undersigned certifies, under penalty of perjury, that the information contained herein or attached hereto is accurate, true, and complete in all material respects.

Signature: [Handwritten Signature]

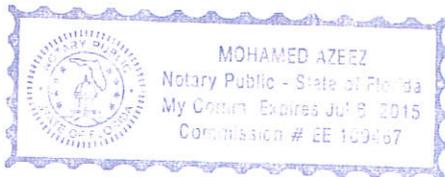
Date: 5/29/15

Notary Name: Mohamed Azeez

Notary Registration Number: EE109467

Notary (Notary Must Affix Stamp or Seal)

Date: 5-29-15





Appendix A:

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

Appendix A must be completed for all board members, officers, managers, owners, partners, principal stakeholders, directors, and members. For board members, officers, managers, owners, partners, directors, and members of the applicant that are not natural persons, Appendix A must be completed by each board member, officer, manager, owner, partner, director and member of that entity, going back to the level of ownership by a natural person. An Organizational Chart documenting your organizational structure must be included with this application.

1. Business Name: CONTINENTAL Farms
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: THOMAS J ENDRES 3. Title: President / Co founder
4. Briefly describe the role of this person or entity in the proposed registered organization: Director, management, Partner. Oversee operations for a smooth transition in construction, operations,
5. Will this person or entity come into contact with medical marijuana or medical marijuana products? [X] Yes [] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [X] Yes [] No
If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.
[Redacted] VETERAN + disabled
Veteran awarded (certified SDVOSB in NY state),
No Violations of Law or regulation by government agency against the business or individual



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

7. Has this person or entity been convicted of a felony or had any type of registration or license suspended or revoked in any administrative or judicial proceeding?

Yes No

If the answer to either of these questions is "Yes," a statement explaining the circumstances of the felony, suspension or revocation must be provided below.

8. Phone:

9. Fax:

10. Email:

11. Residence Address:

12. City:

13. State:

14. ZIP Code:

15. Formal Education

College

Dates Attended

Degree

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Contains handwritten entries for USMA West Point NY and Command + General Staff College.



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

16. Licenses Held: List any and all licenses issued by a governmental or other regulatory entity.

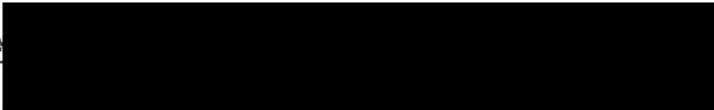
Table with 5 columns: Type of Professional License, License Number, Institution Granting License (Mailing Address, Phone, Email), Effective Date, Expiration Date. Handwritten entries include 'Commercial PILOT TYPE - RATED', 'Federal Aviation Administration', 'TOP SECRET Clearance', and 'Issued by DoD TS-SCI'.

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.





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

Name of Employee  US ARMY



Appendix A:

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

Form with multiple sections for business information, employment history, and affiliations. Includes handwritten entries such as 'Infantry Officer, PILOT USARMY' and 'Retired 28 years'.



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

Form with three identical sections for business information. Each section includes fields for 'From:', 'To:', 'Business Type:', 'Office Held/Nature of Interest:', and 'Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:'. The 'Office Held/Nature of Interest' field includes checkboxes for 'open', 'closed', and 'proposed'.



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

19. Affirmative Statement of Qualifications

For individuals who have not previously served as a director/officer nor have had managerial experience, please include a statement below explaining how you are qualified to operate the proposed facility. This statement should include, but not be limited to, any relevant community/volunteer background and experience.

I have over 30 years experience in high security high visibility and upper level management in several areas. As a Career Military Officer from West Point (in NY state) I held a Top Secret Clearance (SCI), Deployed, managed flew, test flew and Lead on myriads of missions for the USA - Often in charge of well over 300 people - we would deploy + re-deploy safely. I managed the Campus facilities at West Point (A/B in blue) before retiring. I am a certified NY State + federal Disabled Vet. I worked in NY city for 5 years in construction, Public Trade Corp and project management.

20. The undersigned certifies, under penalty of perjury, that the information contained herein or attached hereto is accurate, true, and complete in all material respects.

Signature: [Handwritten Signature] Date:
Notary Name: Patricia A. Roth Notary Registration Number: No. 01RO5017853
Notary (Notary Must Affix Stamp or Seal) Date: 6/1/15
PATRICIA A. ROTH
Notary Public, State of New York
No. 01RO5017853
Qualified in Dutchess County
Term Expires September 13, 20 17



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: JORDAN S. JOSEPHSON
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Empire State Compassionate Care Inc 3. Title: Director
4. Briefly describe the role of this person or entity in the proposed registered organization:
Medical Director - to help assist + setup protocols for data collection, to oversee research endeavors, to collaborate with researchers world wide and keep our company on the cutting edge - to be a leader in the field
5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
[] Yes [X] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [] Yes [X] No
If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.



Department of Health

Medical Marijuana Program
Application for Registration as a Registered Organization

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

7. Has this person or entity been convicted of a felony or had any type of registration or license suspended or revoked in any administrative or judicial proceeding?

Yes No

If the answer to either of these questions is "Yes," a statement explaining the circumstances of the felony, suspension or revocation must be provided below.

8. Phone 9. Fax:

10. Email:

11. Residence Address:

12. City: 13. State: 14. ZIP Code:

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Rows include SUNY@Albany, SUNY@Downstate Medical Center, Long Island Jewish Medical Center, and Johns Hopkins Medical Center.

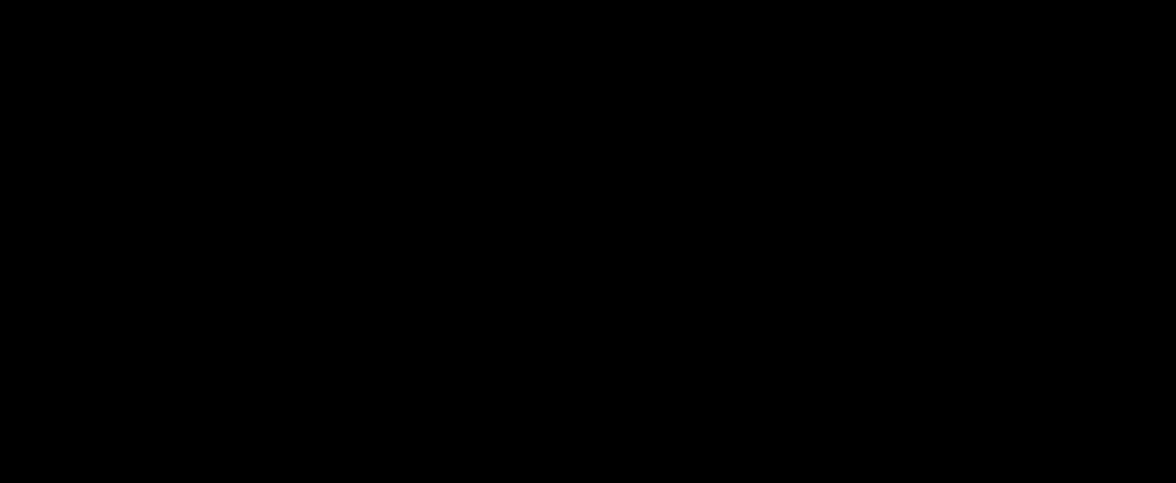


Appendix A:
**Affidavit for Board Members, Officers, Managers, Owners, Partners,
Principal Stakeholders, Directors, and Members**

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
MD	165057	NY State Board of Education Albany, NY		11/30/16

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:
Type of Business:



Department of Health

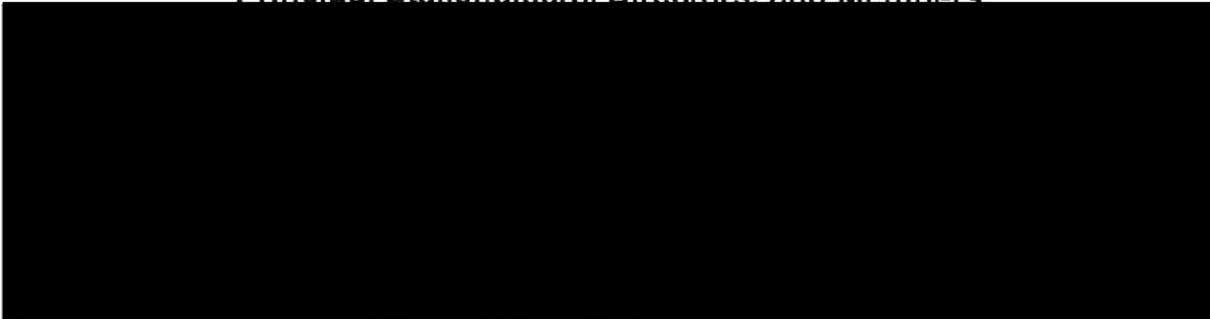
Medical Marijuana Program Application for Registration as a Registered Organization

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

Form with multiple sections for personal and professional information, including fields for Street Address, City, State, Zip Code, Starting Date of Employment, Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, Position/Responsibilities, Reason For Departure, Name of Employer, and Type of Business.



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



Form with fields for From, To, Business Type, Office Held/Nature of Interest, and Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable. Includes checkboxes for open, closed, and proposed.



Department of Health

Medical Marijuana Program
Application for Registration as a Registered Organization

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

Form with multiple sections for business information, including Type of Business, Street Address, City/State/Zip Code, Starting/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/Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, Position/Responsibilities, Reason For Departure, 18. Offices Held or Ownership Interest in Other Businesses, Have you owned or operated a business or had any affiliations with the operations of a business in New York, in the USA, or in other countries?, From/To, Business Type, Office Held/Nature of Interest, Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable.



Appendix A:

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

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.

I am a surgeon and have been on various committees including Quality Assurance. I have been a consultant to the New York State Board of Education overlooking medical licensure issues. I also [redacted] an [redacted] medical practice. I have performed a significant amount of medical, basic science, and chemistry research and I have written over 25 peer review articles, book chapters, and books. My goal is to set up systems of data collection for our patients so that we may be involved and assist in research to better understand and define the role of medical marijuana to the different disease processes it is being used to treat

20. The undersigned certifies, under penalty of perjury, that the information contained herein or attached hereto is accurate, true, and complete in all material respects.

Signature: [Handwritten Signature]

Date: 6/3/15

Notary Name: CRAIG WEXLER

Notary Registration Number:

Notary (Notary Must Affix Stamp or Seal)

Date: 6/3/15

CRAIG WEXLER
Notary Public, State of New York
No. 01WE6071493
Qualified in New York County
Commission Expires March 18, 2018



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: EMPIRE STATE COMPASSIONATE CARE INC.
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Raj Mukherji 3. Title: Director
4. Briefly describe the role of this person or entity in the proposed registered organization:
Mr. Mukherji is a member of the Board of Directors, which will oversee all aspects of the entity's operations, and a minority shareholder in the proposed registered organization.
5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
[] Yes [x] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [] Yes [x] No
If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.



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

7. Has this person or entity been convicted of a felony or had any type of registration or license suspended or revoked in any administrative or judicial proceeding?

Yes No

If the answer to either of these questions is "Yes," a statement explaining the circumstances of the felony, suspension or revocation must be provided below.

8. Phone

9. Fax

10. Email

11. Residence Address:

12. City:

13. State:

14. ZIP Code:

15. Formal Education

Dates Attended

Degree

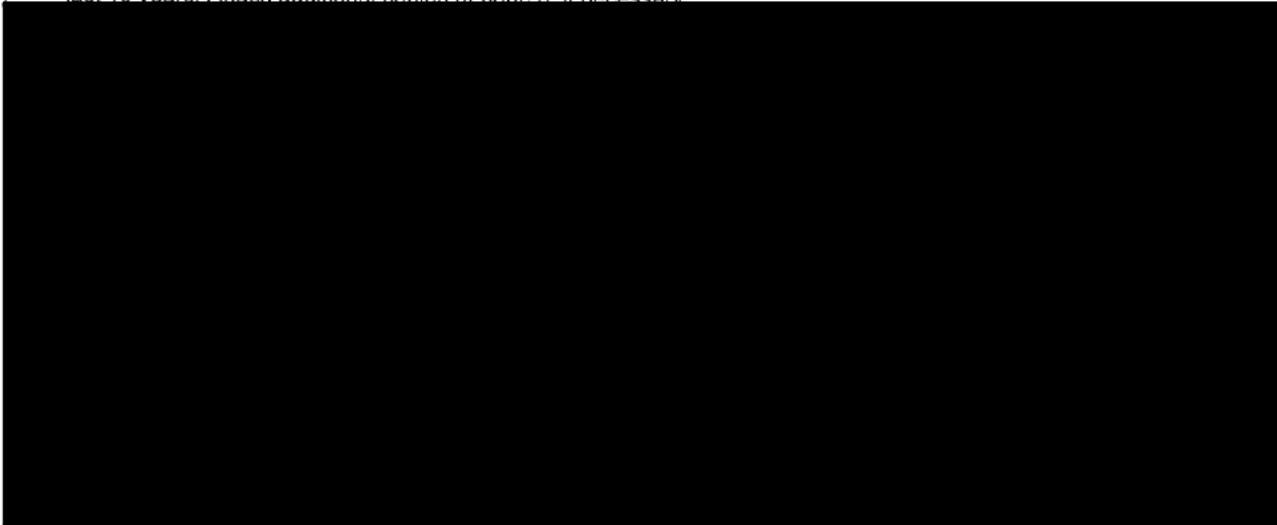
Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Rows include Seton Hall University School of Law, University of Pennsylvania, and Thomas A. Edison State College.



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

Table with 5 columns: Type of Professional License, License Number, Institution Granting License (Mailing Address, Phone, Email), Effective Date, Expiration Date. Contains two rows of license information.

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: NJ STATE LEGISLATURE

Type of Business: GOVERNMENT



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

Form with multiple sections containing personal and professional information, including street addresses, city/state/zip codes, employment dates, supervisor names, and position descriptions for three individuals.





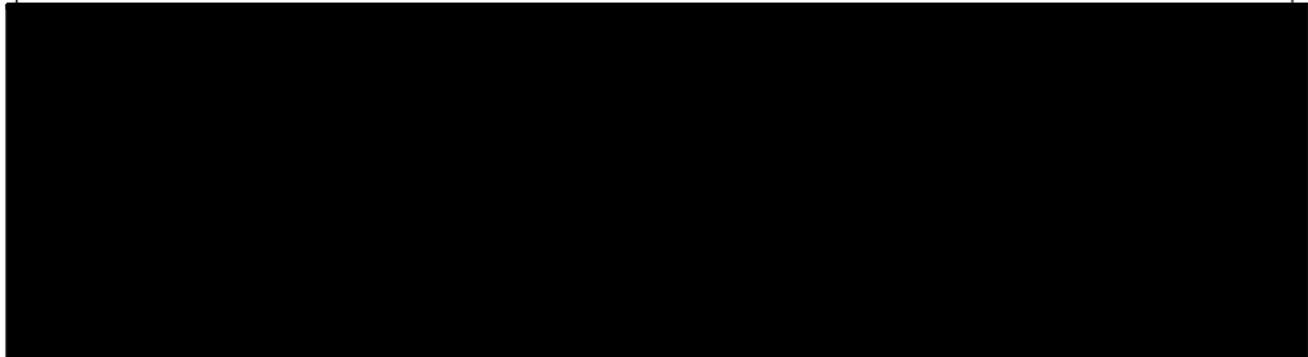
Appendix A:
Affidavit for Board Members, Officers, Managers, Owners, Partners,
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18. Offices Held or Ownership Interest in Other Businesses

List any affiliations you have been associated with in the past 10 years. Affiliation, for the purpose of this section, includes serving as either a board member, officer, manager, owner, partner, principal stakeholder, director or member of the organization. Organizations outside of New York State must also be disclosed.

Have you owned or operated a business or had any affiliations with the operations of a business in New York, in the USA, or in other countries? Yes No





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

(CONTINUED ON ADDENDUM)



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.

PLEASE SEE ATTACHED ADDENDUM.

20. The undersigned certifies, under penalty of perjury, that the information contained herein or attached hereto is accurate, true, and complete in all material respects.

Signature: [Handwritten Signature] Date: June 3, 2015

Notary Name: Joseph Cuomo Notary Registration Number: No. 02CU5082040

Notary (Notary Must Affix Stamp or Seal) Date: 6-3-2015
[Notary Stamp: JOSEPH V. CUOMO, Notary Public, State of New York, No. 02CU5082040, Qualified in Nassau County, Commission Expires July 14, 2015]

ADDENDUM TO APPENDIX A

Question 18 (continued)

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.

<u>Name/address</u>	<u>From/To and Status (Open/Closed/Proposed)</u>
<u>Business Type</u>	<u>Office Held/Nature of Interest</u>
<u>Name/address/phone number of licensing/regulatory agency (if applicable)</u>	

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

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

Question 19

Raj Mukherji, Esq.

Raj Mukherji has diversified experience in healthcare and government. He is a healthcare investor who has had ownership interests in [REDACTED], an [REDACTED], and [REDACTED]. He is also an attorney in New Jersey and Assemblyman in the New Jersey State Legislature, and he is a former Deputy Mayor of Jersey City and Sergeant in the U.S. Marine Corps, where he served in military intelligence as a reservist.

At [REDACTED] Mr. Mukherji was a [REDACTED] and [REDACTED] of a [REDACTED] that he grew into the state's [REDACTED] (according to the *NJ Law Journal*), where his clients [REDACTED]

[REDACTED] Mukherji successfully brokered or facilitated complex healthcare transactions, including the sales of nursing homes and hospitals, and facilitated labor negotiations. He also advocated for the legalization of medical marijuana and prepared the successful application for one of six nonprofit licenses in the state to cultivate and dispense medical marijuana.

Raj had [REDACTED] an [REDACTED] and [REDACTED] while in [REDACTED], [REDACTED] to enlist in the Marines [REDACTED] after [REDACTED] at age [REDACTED] where he served in military intelligence for the U.S. Marine Corps Reserve. At [REDACTED] Mr. Mukherji was appointed Commissioner and Chairman of the Jersey City Housing Authority, the [REDACTED] in city history. At the state's second largest housing authority, he earned nationwide acclaim for his oversight and various reforms at the \$70 million agency serving over 16,000 residents and over 6,700 households. At 27, he was appointed Deputy Mayor of Jersey City, New Jersey's second largest city with a municipal operating budget of nearly \$500 million, where he served from 2012-13.

In 2013, Raj was elected to represent Hudson County in the State Assembly. In the Legislature, Assemblyman Mukherji sits on the Budget Committee, responsible for crafting the state budget (approximately \$33 billion in FY 2015), as well as the Commerce and Economic Development and Labor Committees.

Mr. Mukherji holds a Juris Doctor, *cum laude*, from Seton Hall Law School, an individualized Master of Liberal Arts focused on national security from the University of Pennsylvania, and a bachelor's degree from Thomas A. Edison State College. He also completed the Harvard Negotiation Institute's Intensive Negotiations for Lawyers and Executives program at Harvard Law School as a recipient of the Professor James B. Boskey Award.



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: EMPIRE STATE COMPASSIONATE CARE INC.
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Raj Mukherji 3. Title: Director
4. Briefly describe the role of this person or entity in the proposed registered organization:
Mr. Mukherji is a member of the Board of Directors, which will oversee all aspects of the entity's operations, and a minority shareholder in the proposed registered organization.
5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
[] Yes [x] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [] Yes [x] No
If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.



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

7. Has this person or entity been convicted of a felony or had any type of registration or license suspended or revoked in any administrative or judicial proceeding?
Yes No

If the answer to either of these questions is "Yes," a statement explaining the circumstances of the felony, suspension or revocation must be provided below.

8. Phone: [Redacted] 9. Fax: [Redacted]
10. Email: [Redacted]
11. Residence Address: [Redacted]

12. City: [Redacted] 13. State: [Redacted] 14. ZIP Code: [Redacted]

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Rows include Seton Hall University School of Law, University of Pennsylvania, and Thomas A. Edison State College.

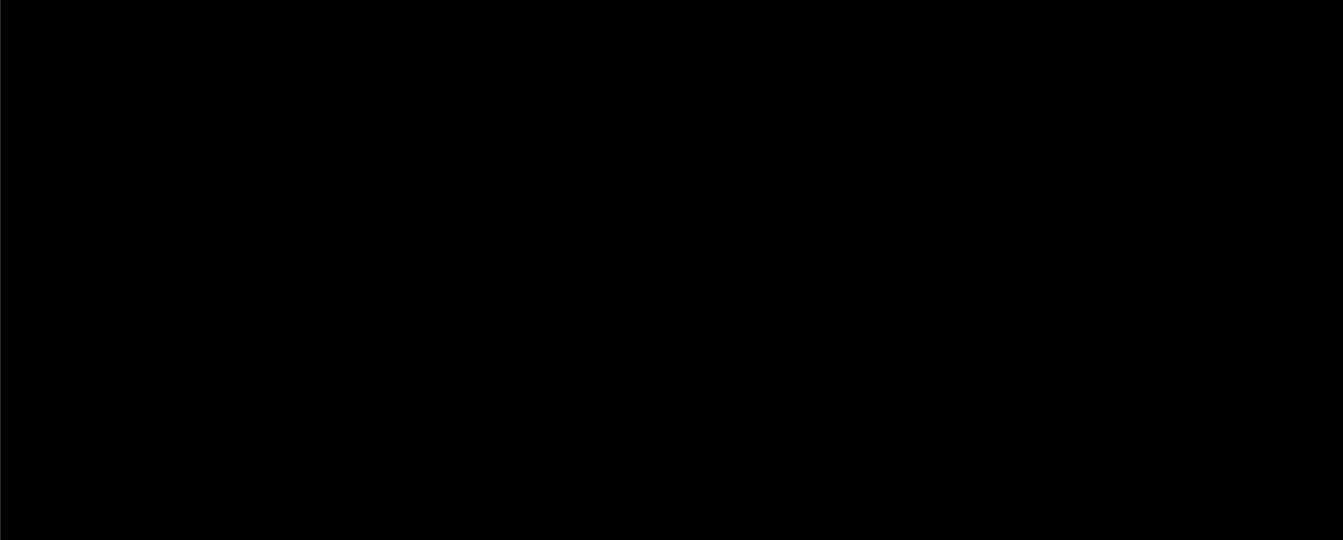


Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

16. Licenses Held: List any and all licenses issued by a governmental or other regulatory entity.

Table with 5 columns: Type of Professional License, License Number, Institution Granting License (Mailing Address, Phone, Email), Effective Date, Expiration Date. Contains two rows of license data.

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: NY STATE LEGISLATURE
Type of Business: GOVERNMENT

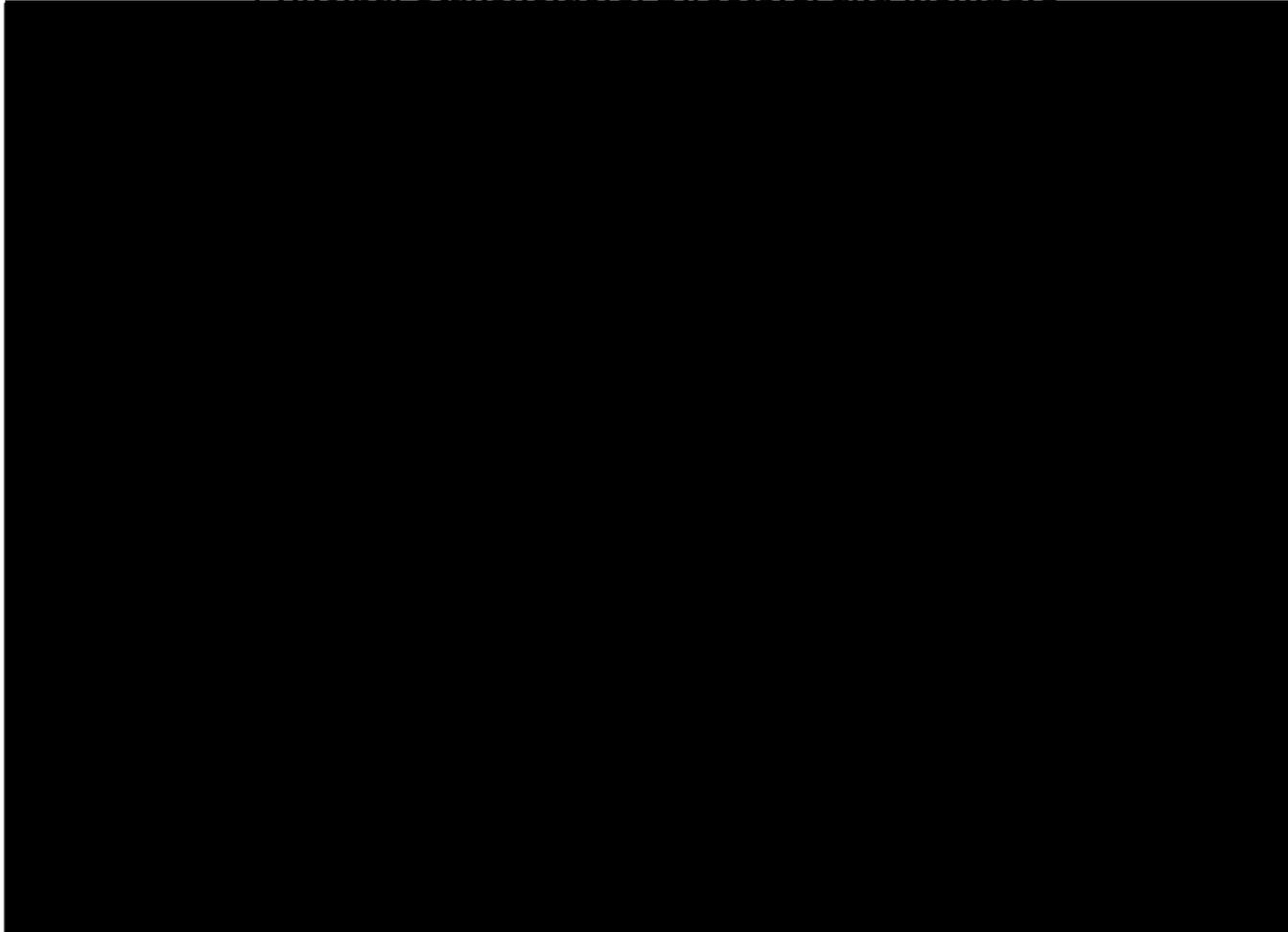


Appendix A:
Affidavit for Board Members, Officers, Managers, Owners, Partners,
Principal Stakeholders, Directors, and Members

Form with multiple sections containing personal and professional information, including addresses, employment dates, supervisor names, and position responsibilities.



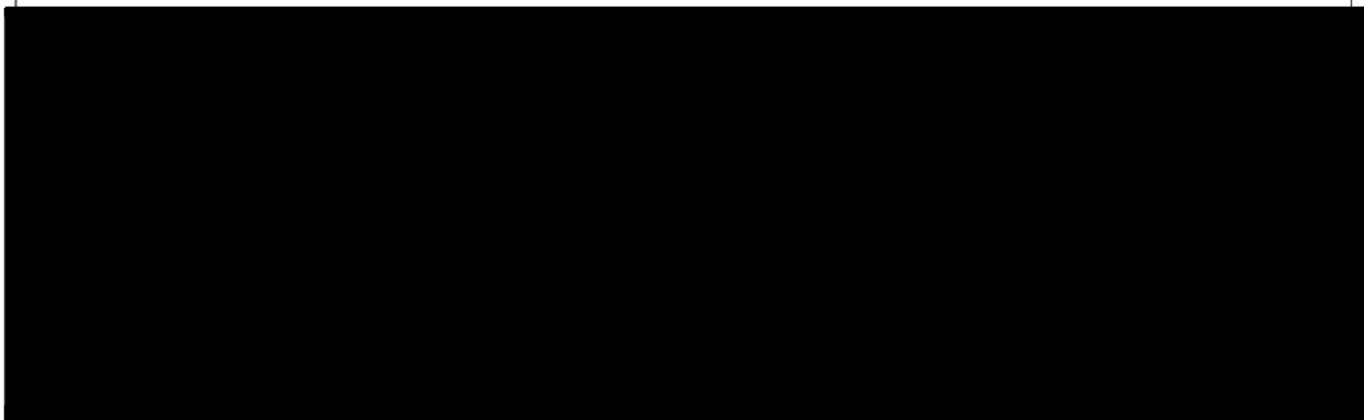
Appendix A:
Affidavit for Board Members, Officers, Managers, Owners, Partners,
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18. Offices Held or Ownership Interest in Other Businesses

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? [X] Yes [] No





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

(CONTINUED ON ADDENDUM)



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.

PLEASE SEE ATTACHED ADDENDUM.

20. The undersigned certifies, under penalty of perjury, that the information contained herein or attached hereto is accurate, true, and complete in all material respects.

Signature: [Handwritten Signature] Date: June 3, 2015

Notary Name: Joseph Cuomo Notary Registration Number: No. 02CU5082040

Notary (Notary Must Affix Stamp or Seal) Date: 6-3-2015

[Handwritten Signature]
JOSEPH V. CUOMO
Notary Public, State of New York
No. 02CU5082040
Qualified in Nassau County
Commission Expires July 14, 2015

ADDENDUM TO APPENDIX A

Question 18 (continued)

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.

Name/address

From/To and Status (Open/Closed/Proposed)

Business Type

Office Held/Nature of Interest

Name/address/phone number of licensing/regulatory agency (if applicable)

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

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

Question 19

Raj Mukherji, Esq.

Raj Mukherji has diversified experience in healthcare and government. He is a healthcare investor who has had ownership interests in [REDACTED], an [REDACTED], and [REDACTED]. He is also an attorney in New Jersey and Assemblyman in the New Jersey State Legislature, and he is a former Deputy Mayor of Jersey City and Sergeant in the U.S. Marine Corps, where he served in military intelligence as a reservist.

At [REDACTED] Mr. Mukherji was a [REDACTED] and [REDACTED] of a [REDACTED] that he grew into the state's [REDACTED] (according to the *NJ Law Journal*), where his clients included Fortune 500 corporations, financial institutions, hospitals and other healthcare institutions, government agencies, social justice causes, labor unions, higher education institutions, [REDACTED] top grossing casino, and others. Mukherji successfully brokered or facilitated complex healthcare transactions, including the sales of nursing homes and hospitals, and facilitated labor negotiations. He also advocated for the legalization of medical marijuana and prepared the successful application for one of six nonprofit licenses in the state to cultivate and dispense medical marijuana.

Raj had [REDACTED] an [REDACTED] and [REDACTED] while in [REDACTED], grew it, and later sold it to a larger technology company to enlist in the Marines [REDACTED] after [REDACTED] at age [REDACTED] where he served in military intelligence for the U.S. Marine Corps Reserve. At [REDACTED] Mr. Mukherji was appointed Commissioner and Chairman of the Jersey City Housing Authority, the [REDACTED] in city history. At the state's second largest housing authority, he earned nationwide acclaim for his oversight and various reforms at the \$70 million agency serving over 16,000 residents and over 6,700 households. At 27, he was appointed Deputy Mayor of Jersey City, New Jersey's second largest city with a municipal operating budget of nearly \$500 million, where he served from 2012-13.

In 2013, Raj was elected to represent Hudson County in the State Assembly. In the Legislature, Assemblyman Mukherji sits on the Budget Committee, responsible for crafting the state budget (approximately \$33 billion in FY 2015), as well as the Commerce and Economic Development and Labor Committees.

Mr. Mukherji holds a Juris Doctor, *cum laude*, from Seton Hall Law School, an individualized Master of Liberal Arts focused on national security from the University of Pennsylvania, and a bachelor's degree from Thomas A. Edison State College. He also completed the Harvard Negotiation Institute's Intensive Negotiations for Lawyers and Executives program at Harvard Law School as a recipient of the Professor James B. Boskey Award.



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: Empire State Compassionate Care, Inc.
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Justin J. Nappi 3. Title: Director/Shareholder
4. Briefly describe the role of this person or entity in the proposed registered organization:
Active Member of the Initial Board of Directors and 34% Shareholder of Common Stock
5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
[] Yes [x] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [] Yes [x] No
If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.



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

7. Has this person or entity been convicted of a felony or had any type of registration or license suspended or revoked in any administrative or judicial proceeding?
[] Yes [x] No

If the answer to either of these questions is "Yes," a statement explaining the circumstances of the felony, suspension or revocation must be provided below.

8. Phone [redacted] 9. Fax [redacted]
10. Email [redacted]
11. Residence Address [redacted]
12. City: [redacted] 13. State: [redacted] 14. ZIP Code: [redacted]
15. Formal Education
Institution Address Dates Attended Degree
From To Degree Received Date Received
Hofstra University 100 Hofstra University, Hempstead, NY 11549 2006 2008 N/A N/A
New York University 70 Washington Sq. South, New York City, NY 2008 2010



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

16. Licenses Held: List any and all licenses issued by a governmental or other regulatory entity.

Table with 5 columns: Type of Professional License, License Number, Institution Granting License (Mailing Address, Phone, Email), Effective Date, Expiration Date. The first row contains 'N/A' in the first column.

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:

Type of Business:



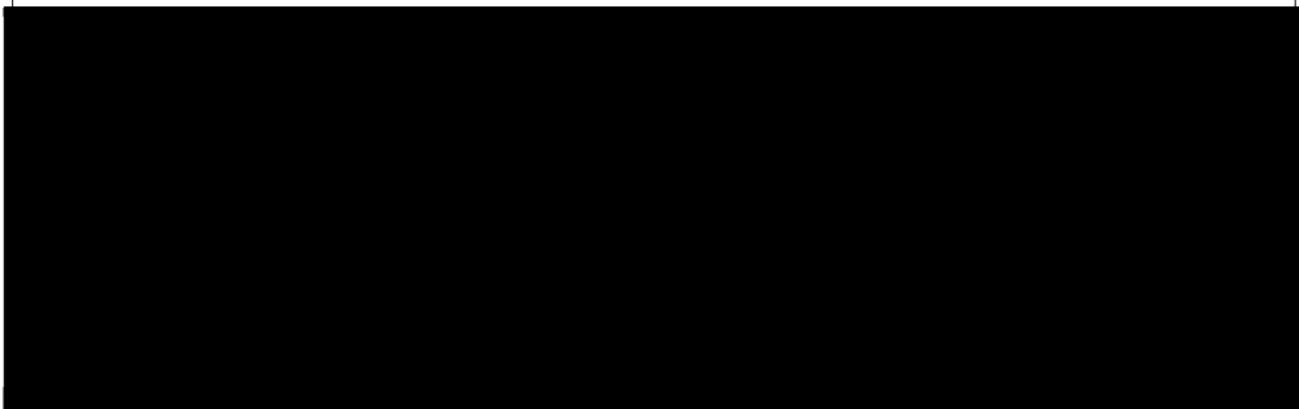
Appendix A:
Affidavit for Board Members, Officers, Managers, Owners, Partners,
Principal Stakeholders, Directors, and Members

Form with multiple sections for personal and professional information, including fields for Street Address, City, State, Zip Code, Starting Date of Employment, Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, Position/Responsibilities, Reason For Departure, Name of Employer, and Type of Business.



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

Form with multiple sections for business information, including fields for Type of Business, Street Address, City, State, Zip Code, Starting/Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, Position/Responsibilities, Reason For Departure, Name of Employer, Type of Business, and a section for '18. Offices Held or Ownership Interest in Other Businesses' with a Yes/No checkbox.





Appendix A:

**Affidavit for Board Members, Officers, Managers, Owners, Partners,
Principal Stakeholders, Directors, and Members**
Redacted pursuant to N.Y. Public Officers Law, Art. 6



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

19. Affirmative Statement of Qualifications

For individuals who have not previously served as a director/officer nor have had managerial experience, please include a statement below explaining how you are qualified to operate the proposed facility. This statement should include, but not be limited to, any relevant community/volunteer background and experience.

20. The undersigned certifies, under penalty of perjury, that the information contained herein or attached hereto is accurate, true, and complete in all material respects.

Signature: [Handwritten Signature] Date: 6/4/2015

Notary Name: Virginia A. Kawochka Notary Registration Number: 01KA5065658

Notary (Notary Must Affix Stamp or Seal) Date: 6/4/2015

[Handwritten Notary Signature]

VIRGINIA A. KAWOCHKA
Notary Public, State of New York
No. 01KA5065658
Qualified in Nassau County
Commission Expires September 9, 2018

JUSTIN J. NAPPI is an award-winning film producer and financier.

Justin is the [REDACTED] and [REDACTED] of [REDACTED] based in [REDACTED] with offices in [REDACTED], as well as the [REDACTED] in a music recording and publishing company.

Justin is a member of the Producers Guild of America (PGA), and a contract member of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts (I.A.T.S.E.).

Justin is an alumni of NYU's Tisch Kanbar Institute of Film & Television. He grew up near [REDACTED] and currently resides in [REDACTED]

Since [REDACTED] in 2011, Justin has been a credited producer on [REDACTED] major feature films. The films have received Golden Globe nominations for actors Richard Gere and Robert Redford, an Academy Award nomination for Best Sound Editing, and screened at the Venice, Cannes, Toronto, Sundance, and Berlin International film festivals, among others.

Projects currently in development include: A [REDACTED]
[REDACTED]

L-1 Enrollment Services

New York State
EasyPath Network

Applicant: FINNEGAN, MICHAEL CHARLES

Address: [REDACTED]

OCA: [REDACTED]

Date Fingerprinted: 2015 [REDACTED]

Fingerprint Center: L113

Agency: NYS Dept of Health Bur Narcotic Enforcement

Reason Fingerprinted:

CONTROLLED SUBSTANCE

Amount Paid: 84.95

Fee Paid By: [REDACTED]

Operator ID: LLAPUT

(Agency Copy)

L-1 Enrollment Services

New York State
EasyPath Network

Applicant: ENDRES, THOMAS JOSEPH

Address: [REDACTED]

OCA: [REDACTED]

Date Fingerprinted: 2015 [REDACTED]

Fingerprint Center: L113

Agency: NYS Dept of Health Bur Narcotic Enforcement

Reason Fingerprinted:

CONTROLLED SUBSTANCE

Amount Paid: 84.95

Fee Paid By: [REDACTED]

Operator ID: LLAPUT

(Agency Copy)

L-1 Enrollment Services

New York State
EasyPath Network

Applicant: WEISSER, DAVID, JORDAN

Address: [REDACTED]

OCA: [REDACTED]

Date Fingerprinted: 2015 [REDACTED]

Fingerprint Center: L087

Agency: NYS Dept of Health Bur Narcotic Enforcement

Reason Fingerprinted:

CONTROLLED SUBSTANCE

Amount Paid: 84.95

Fee Paid By: [REDACTED]

Operator ID: 004

(Agency Copy)

L-1 Enrollment Services

New York State
EasyPath Network

Applicant: WEISSER, DAVID, JORDAN

Address: [REDACTED]

OCA: [REDACTED]

Date Fingerprinted: 2015 [REDACTED]

Fingerprint Center: L087

Agency: NYS Dept of Health Bur Narcotic Enforcement

Reason Fingerprinted:

CONTROLLED SUBSTANCE

Amount Paid: 84.95

Fee Paid By: [REDACTED]

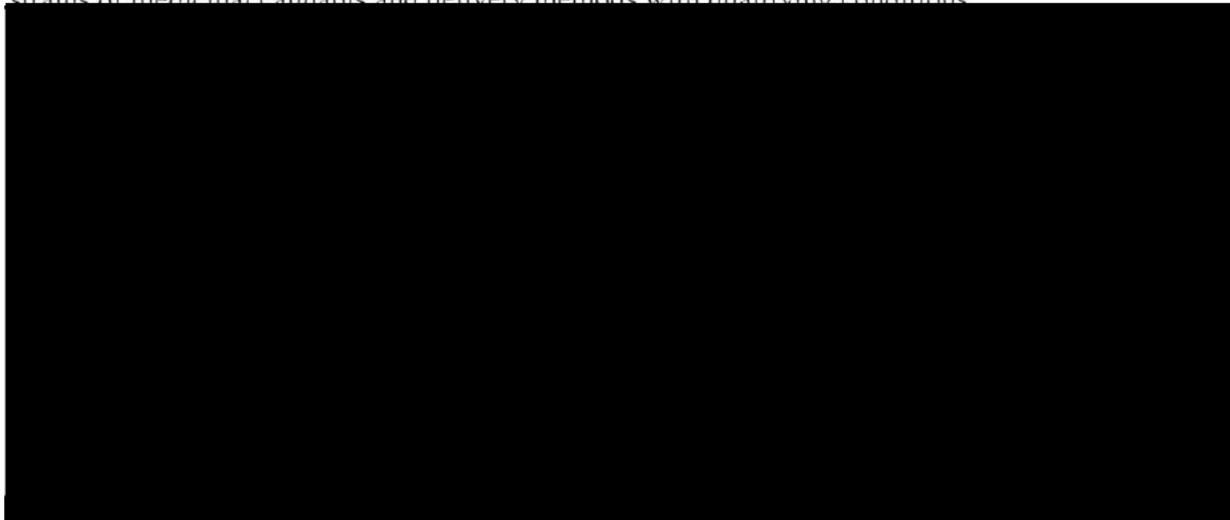
Operator ID: 004

(Agency Copy)

III. Biographies and Credentials of Board Members

David Weisser, Chairman

Nationally regarded as an industry pioneer, David Weisser has over six years of experience across three states in cultivating and dispensing medical marijuana to relieve patients with serious debilitating conditions. He has been hailed for developing a medical model in “seed-to-sale” enterprises with an emphasis on tracking clinical data and the association between certain strains of medicinal cannabis and delivery methods with qualifying conditions.



David also has diversified experience in commercial real estate. As a former [REDACTED] in [REDACTED], he served as [REDACTED] of [REDACTED] of the [REDACTED]-based organization and also identified new acquisition opportunities and closed complex transactions. David subsequently served as [REDACTED] of [REDACTED] at [REDACTED] in [REDACTED], where he was responsible for managing over one million square feet of various commercial and residential properties, including [REDACTED]. Mr. Weisser's leadership role required him to travel extensively throughout Europe and Russia to evaluate a host of investment opportunities for [REDACTED] and its [REDACTED].

Michael H. Weisser, Esq.

A [REDACTED] native who was raised in [REDACTED] Michael H. Weisser has been a member of the New York Bar for approximately 50 years and has been engaged in the purchase, sale, and operation of [REDACTED] for over 30 years. He owns and manages in excess of one million square feet of commercial real estate, including [REDACTED] throughout [REDACTED]

[REDACTED] Mr. Weisser is an active member of the [REDACTED]

Six years ago, motivated by the [REDACTED] of his [REDACTED] of [REDACTED] years after a [REDACTED] with [REDACTED] Mr. Weisser invested in medical marijuana dispensaries in Colorado and made significant contributions to [REDACTED] research through the [REDACTED] which [REDACTED] in [REDACTED]

Subsequent to his admission to the New York Bar, Mr. Weisser specialized in tax law, commercial litigation, and real estate and land use. Mr. Weisser has taken several companies public and has served as [REDACTED] of a publicly traded [REDACTED] company.

Presently, Mr. Weisser also [REDACTED] the [REDACTED] known as [REDACTED] and [REDACTED]. These companies include a manufacturing and wholesale business as well as retail locations in [REDACTED], [REDACTED] and [REDACTED]. The companies' clients include leading department stores such as [REDACTED] in [REDACTED] and [REDACTED] in [REDACTED]

Mr. Weisser holds a J.D. from New York Law School and a B.S. in Finance and B.A.A. in Accounting from Adelphi University.

Jordan S. Josephson, MD, Medical Director

Dr. Jordan S. Josephson is an internationally renowned and Board certified [REDACTED]-based [REDACTED] clinical researcher and medical educator. His hospital affiliations include [REDACTED]

and [REDACTED]

Dr. Josephson was the first fellowship-trained Endoscopic Sinus and Nasal Surgeon in the United States, and he completed his fellowship at Johns Hopkins. He held the academic rank of instructor at [REDACTED]. He also served as a consultant to the [REDACTED] for six years.

Dr. Josephson is an Honorary Police Surgeon for the NYPD and Deputy Chief Surgeon for the NY State Troopers PBA Police Surgeons Group.

Beyond the traditional clinical treatment of his patients, Dr. Josephson has performed clinical research throughout his career and has used this knowledge as a medical educator, lecturing internationally. Dr. Josephson's work in pioneering functional endoscopic sinus surgery has led to over 25 peer-reviewed publications. He has taught hundreds of physicians the technique of functional endoscopic sinus surgery and nasal surgery, and his articles, book chapters, and books on the subject have been published in numerous languages. His groundbreaking research has led to findings that changed the way in which researchers all over the world grow cancer cells.

Selected as one of *New York Magazine's* New York's Best Doctors, where he was featured in 2004 as one of 13 innovators in medicine, Dr. Josephson was also a recipient of the Honors Award by the American Academy of Otolaryngology-Head and Neck Surgery in 2004. He is also listed as one of Castle Connolly's Top Doctors for the New York metropolitan area.

Dr. Josephson regularly appears in the national media. He was an invited spokesman for the [REDACTED] on [REDACTED] with [REDACTED]. He has been featured as an expert on various news segments on [REDACTED] and he has been appeared on [REDACTED]

among others. He has been profiled in [REDACTED]

Dr. Josephson earned his baccalaureate degree in Chemistry with distinction from the University of Albany, SUNY, and his medical degree from SUNY Downstate Medical Center. Dr. Josephson then completed his internship in General Surgery, followed by a residency in Otolaryngology - Head and Neck Surgery at Long Island Jewish Hospital.

Raj Mukherji, Esq.

Raj Mukherji has diversified experience in healthcare and government. He is a healthcare investor who has had ownership interests in [REDACTED], an [REDACTED], and [REDACTED]. He is also an attorney in New Jersey and Assemblyman in the New Jersey State Legislature, and he is a former Deputy Mayor of Jersey City and Sergeant in the U.S. Marine Corps, where he served in military intelligence as a reservist.

At [REDACTED] Mr. Mukherji was a [REDACTED] and [REDACTED] of a [REDACTED] that he grew into the state's [REDACTED] (according to the *NJ Law Journal*), where his clients included Fortune 500 corporations, financial institutions, hospitals and other healthcare institutions, government agencies, social justice causes, labor unions, higher education institutions, [REDACTED] top grossing casino, and others. Mukherji successfully brokered or facilitated complex healthcare transactions, including the sales of nursing homes and hospitals, and facilitated labor negotiations. He also advocated for the legalization of medical marijuana and prepared the successful application for one of six nonprofit licenses in the state to cultivate and dispense medical marijuana.

Raj had [REDACTED] an [REDACTED] and [REDACTED] while in [REDACTED] grew it, and later sold it to a larger technology company to enlist in the Marines [REDACTED] after [REDACTED] at age [REDACTED] where he served in military intelligence for the U.S. Marine Corps Reserve. At [REDACTED] Mr. Mukherji was appointed Commissioner and Chairman of the Jersey City Housing Authority, the [REDACTED] in city history. At the state's second largest housing authority, he earned nationwide acclaim for his oversight and various reforms at the \$70 million agency serving over 16,000 residents and over 6,700 households. At 27, he was appointed Deputy Mayor of Jersey City, New Jersey's second largest city with a municipal operating budget of nearly \$500 million, where he served from 2012-13.

In 2013, Raj was elected to represent Hudson County in the State Assembly. In the Legislature, Assemblyman Mukherji sits on the Budget Committee, responsible for crafting the state budget (approximately \$33 billion in FY 2015), as well as the Commerce and Economic Development and Labor Committees.

Mr. Mukherji holds a Juris Doctor, *cum laude*, from Seton Hall Law School, an individualized Master of Liberal Arts focused on national security from the University of Pennsylvania, and a bachelor's degree from Thomas A. Edison State College. He also completed the Harvard Negotiation Institute's Intensive Negotiations for Lawyers and Executives program at Harvard Law School as a recipient of the Professor James B. Boskey Award.

Paul A. Higdon

Paul Higdon is a decorated and distinguished veteran of federal law enforcement, counter narcotics, and intelligence. He had an extensive career as a DEA Special Agent and Deputy Assistant Administrator, as well as Director of the Criminal Intelligence Directorate at INTERPOL. He has in-depth knowledge of global drug enforcement.

Mr. Higdon's 27-year career with the Drug Enforcement Administration (DEA) and its predecessor agency, Bureau of Narcotics and Dangerous Drugs (BNDD), began as a Special Agent in the Seattle field office. As Special Agent in Charge of a joint federal, state, and local drug enforcement task force, he planned and directed numerous successful enforcement operations and was subsequently assigned to the agency's office in Marseilles, where he was tasked to work closely with French police in identifying and eliminating the infamous "French Connection."

He was subsequently assigned by the DEA to Rabat, Morocco, and Brussels, Belgium, where he served as the Technical Advisor for U.S. drug intelligence and investigative matters. As Country Attaché for drug matters, he served as the American government's sole liaison to foreign federal authorities for drug investigations and intelligence. In 1986, he was assigned to the worldwide International Criminal Police Organization (INTERPOL) with the task of reorganizing and redirecting INTERPOL's drug enforcement efforts and initiatives in order to increase its effectiveness as an international drug enforcement body. Upon his return to the United States, Higdon was placed in charge of the agency's Office of Inspections, with responsibility for ensuring that all DEA offices and its personnel, both domestic and foreign, followed proper agency policy and procedures.

Mr. Higdon was later appointed the DEA's Deputy Assistant Administrator in Charge of Foreign Operations (responsible for overseeing and directing the operations of 70 DEA offices in 51 countries). After retiring from the DEA, he served as Director of the Criminal Intelligence Directorate at INTERPOL, where he ranked second in the organization and was subordinate only to the Secretary General.

He is a member of the International Association of Chiefs of Police. Mr. Higdon served in the U.S. Marine Corps Reserve from 1963 to 1970. He holds a Bachelor of Arts in Sociology and Business from Seattle University and has completed coursework in Executive Management and Financial Investigations at the DEA, National and Internal Security at Harvard, Mastering Meetings at Johns Hopkins University, and Performance Audits at USDA.

Michael "Mike" Finnegan

Mike Finnegan is an environmental lawyer, retired investment banker, entrepreneur and US Army JAG officer. He resides in [REDACTED] with his [REDACTED] and [REDACTED]

Mike grew up in the [REDACTED] and proudly describes himself as a [REDACTED] in [REDACTED]. He graduated from Siena College in 1978 and Pace Law School in 1987 and served on the Board of Directors at both institutions. Mike was an [REDACTED] at [REDACTED] for two years where he taught [REDACTED] and is a frequent guest lecturer at the [REDACTED] as well as at West Point, the [REDACTED] and the New York State Judicial Institute.

After practicing environmental law for 8 years, he served as Chief Counsel to his former law partner, Governor George Pataki, for 5 years. While serving in government, Mike was known as a practical negotiator who got things done. He negotiated an historic settlement of the New York City Watershed dispute, a 40-year old conflict between New York City and upstate regions concerning New York's water supply, as well as New York State's Safe Drinking Water SRF statute, the Lake Onondaga cleanup agreement, the only lake on the EPA's Superfund List.

As Counsel to the Governor, Mike also drafted and negotiated other landmark initiatives including the Workers' Compensation Reform Act, the Farmland Preservation Act, and the Deadbeat Dads statute. Mike also conceived and negotiated the State's \$1.75 billion Clean Water/Clean Air Bond Act, and later served as Chairman of the committee which secured overwhelming approval by New York voters. This program funded over \$5 billion in water and air pollution projects in the State.

For his service in New York State Government, Mike was inducted as a "Fellow" in the American Academy of Public Administrators and received the "New Administrator of the Year" award in 1996, the "Administrator of the Year" in 1997, received the Rockefeller Institute Award for "Distinguished Public Service," and was awarded the "Conspicuous Service Medal", New York's highest award for civilian service.

Mike left government to take a position at [REDACTED] as a [REDACTED] in [REDACTED] where he concentrated on [REDACTED] and rose to be [REDACTED] of the [REDACTED]. However, during his 11 years on [REDACTED] Mike continued his public service as a member of the EPA Environmental Finance Advisory Board, the National Defense University Board, member of the New York State Commission on Judicial Nominations, and the Catholic Charities Board of the Archdiocese of New York.

Mike retired from [REDACTED] in 2008 to be Re-Commissioned as an Army JAG Officer and completed basic training at age 53. He remains the oldest-ever graduate of the 13 week *Basic Officer Leaders Course* at Ft. Benning. He continues to serve as a JAG and is currently the Staff Judge Advocate for 69th Infantry Regiment in Manhattan the "Fighting 69th."

In 2009 Mike [REDACTED] a [REDACTED] that uses a [REDACTED] [REDACTED] to produce [REDACTED] and [REDACTED] in a [REDACTED] [REDACTED] [REDACTED] the company is located in [REDACTED] and currently raises [REDACTED] and a variety of [REDACTED] and produces [REDACTED] from the [REDACTED] and [REDACTED]. They serve an exclusively local customer base in the [REDACTED] market within 100 miles.

**United States
Army
1980-2006**

Director of Operations /Activities, United States Military Academy

- ✦ CEO of 365 employees, a \$50M Budget, and \$2B in facilities to include 6 restaurant operations, 1 bookstore, 1 department store, the East Coast's 2nd largest cultural arts theatre and over 110 cadet teams and organizations.
- ✦ Increase profitability by over 300% in 5 years
- ✦ Managed all aspects of one of the most prestigious and visited universities in America.
- ✦ Maintained excellent job performance levels and was asked to extend at USMA by 5 different general officers.
- ✦ Managed and implemented a myriad of programs to make West Point a leader in environmental compliance

Member, Board of Directors, West Point Federal Credit Union

- ✦ Managed over \$55 million in funds and was responsible for the investment policies, interest rate analysis, and overall fund management for all shareholders in the credit union.
- ✦ Contributed to the credit union's growth of 10% in 4 years.
- ✦ Helped execute credit union merger with The Pentagon Federal Credit Union.

Lacrosse Coach, United States Military Academy

- ✦ Coached 250 students in seven years to an overall record of 40 wins.
- ✦ Credited for converting a losing program into one of the nation's finest JV lacrosse programs.

Chief, Special Operations, Aviation Management Office

- ✦ Acted as Human Resources Officer for over 10,000 US Army pilots.
- ✦ Screened, tested, and selected pilots for entry into the most elite aviation units in the world.
- ✦ Selected, trained, and assigned all Army special operations pilots.

Chief, Special Incentive Pay Branch

- ✦ Prepared, managed, submitted and executed over \$200M in special pay requirements for the entire US Army including combat, dive, special forces, flight, and incentive pay programs.
- ✦ Prepared, briefed, and forwarded this budget for congressional approval.

Operations Officer, 4th Aviation Battalion, 4th Infantry Division

- ✦ Executed training and operations for a 400 man, 60 aircraft unit and over \$1.2B in assets.
- ✦ Managed multiple deployments to the National Training Centers in Pinion Canyon and Somalia.
- ✦ Managed border reconnaissance missions in support of Joint Task Force "Bravo".

Operations Officer, Task Force 4-4, 10th Mountain Division, Somalia

- ✦ Planned and executed all air combat missions in support of ground troops, Red Cross rations escorts, and daily Mogadishu reconnaissance ground and air missions.
- ✦ Deployed and safely redeployed over 600 soldiers and \$100M of equipment in a hostile combat environment.

Chief, Research and Development Test Pilot, Lakehurst Naval Air Weapons Center

- ✦ Managed and tested multiple classified night vision, navigation, and communication projects for many government agencies to include the CIA, FBI, and Department of Defense.
- ✦ Oversaw 15 pilots and multiple aircraft assets in excess of \$500M.

Company Commander, 2d Aviation Battalion, Camp Casey, Korea

- ✦ Trained over 150 soldiers, managed over \$300M in equipment, and financially managed all Battalion operations.
- ✦ Charged with border defense 10 Kilometers from the DMZ.

Aide de Camp, Commanding General 21D, Camp Casey, Korea

- ✦ Executed scheduling, security, travel, mission planning, and overall operations of the commander of the Secondary Infantry Division.
- ✦ Worked as the commanding general's senior executive assistant.

Education

Bachelor of Science in Engineering

United States Military Academy

Additional Training

- | | |
|--|--|
| ✦ Infantry Officer Basic Course | ✦ Air Assault |
| ✦ Joint Firepower Control Course | ✦ Aviation Qualification Course |
| ✦ Material Management Acquisition Course | ✦ Dual Related Test Pilot with 2500+ hours |

IV. Biographies and Credentials of Strategic Committee Members

Anthony V. Curto, Esq., General Counsel

Anthony V. Curto is a [REDACTED] at [REDACTED]

Mr. Curto has been a member of the New York Bar for 55 years. He began his legal career at a [REDACTED] law firm, followed by ten years at the [REDACTED] of [REDACTED] as its [REDACTED] and [REDACTED]

Mr. Curto's work centers on structuring, negotiating, and documenting a variety of complex transactions on behalf of regionally and nationally known clients. He counsels public and private corporations in major transactional matters, including mergers and acquisitions, joint ventures, partnering arrangements and the reorganization of business enterprises and assets, across a variety of industries. He also represents corporations in formation, early stage and venture capital financings, and advises clients in private placements and public offerings of securities.

Mr. Curto has been associated with a number of high profile initiatives, including the creation of the Bernard M. Baruch Foundation. He has also represented an assortment of celebrities and personalities, including [REDACTED]

Mr. Curto has received numerous awards for his active role in community endeavors, including the 1984 Congressional Achievement Award and the 1987 Martin Luther King "Living the Dream" Service Award. Mr. Curto was cited as the 37th Most Influential Long Islander by the Long Island Press in 2008. He was a Networking Magazine David Award Honoree in 2008, "Who's Who in Corporate Law" by the Long Island Business News and was a recipient of the Telecare Award of Excellence in 2010. Most recently he was awarded the Golden Anniversary Award by the Suffolk County Bar Association. He is a regular panelist on [REDACTED] [REDACTED], and speaks frequently at bar association seminars.

Mr. Curto is admitted to the New York State Bar Association, the United States Tax Court, and the United States District Court for the Eastern and Southern Districts of New York.

Michael A.L. Balboni, Esq.

Michael Balboni's distinguished career has included heading homeland security and law enforcement for the State of New York, healthcare, and service as a lawmaker.

As the former Deputy Secretary of Public Safety and Homeland Security Advisor under two Governors of New York, Michael Balboni has served as the senior homeland security and law enforcement official in New York state government. In that role, he managed an agency of over 60,000 employees and a \$4 billion budget. The Public Safety Directorate is comprised of 13 state agencies, including the Office of Homeland Security, Division of State Police, Division of Military and Naval Affairs, and the State Emergency Management Office.

Mr. Balboni also oversaw the creation of programs such as New York Alerts; the Critical Infrastructure Suspicious Activity Reporting system for the State; Empire Shield Reconfiguration, which redeploys National Guard units to form a rapid response and a "surge" patrol capability for the region's airports, train terminals, tunnels, bridges, and nuclear power plants, as well as ensuring that hundreds of millions of dollars went to state and local first responders to keep New Yorkers safe. Mr. Balboni has received training and briefings on the protection of critical infrastructure and served as the Security Chair for the Lower Manhattan Development Corporation, where he assisted and advised on the security for the rebuilding of the World Trade Center. He was also the Governor's representative to the Secure the City program to create a ringed defense of nuclear and radiological detection systems around New York City.

Previously, Mr. Balboni represented Nassau County in the New York State Senate, where he was appointed as the first Chairman of the Senate Homeland Security Committee following the horrific attacks of September 11th. During his tenure as Chairman, Senator Balboni authored nearly every anti-terrorism law in New York State, including the first chemical plant security law in the nation, the law criminalizing biological and chemical terrorism, a water plant security law, pet sheltering laws for disasters, and the creation of the Office of Homeland Security.

An architect of "Republicans for Cuomo," Mr. Balboni has served on the transition team for Governor Andrew Cuomo, as well as Outside Advisor to President Barack Obama's Homeland Security Transition Team. Governor Cuomo also appointed Mr. Balboni in 2011 to the Spending and Government Efficiency (SAGE) Commission, where he was charged with helping to realign the state's emergency response. He is a Senior Fellow with the Homeland Security Policy Institute (HSPI) at George Washington University.

He is presently Executive Director of the Greater New York Health Care Facilities Association, which serves 80 nursing homes in the metropolitan region, and [REDACTED] and [REDACTED] of [REDACTED] a [REDACTED] where his clientele includes [REDACTED] [REDACTED] [REDACTED], and others. He also advises governments on matters ranging from emergency management to mass fatality planning to crime lab operations.

Mr. Balboni holds a Juris Doctor from St. John's School of Law and a bachelor's in Biology from Adelphi University.

Edward P. Salzano

Accomplished [REDACTED] and [REDACTED] with an extensive background in leadership and an outstanding Entrepreneurial and Corporate record

- Proven ability to assess a company, its competition and the overall industry as well as and most importantly develop and execute winning strategies for organizational success.
 - Exceptional communication, strategic planning and leadership skills; extensive experience in recruitment, high level staff management and a focused corporate understanding of accountability on how to achieve business goals.
 - Excellent track record of increasing sales, improving profitability and enhancing operational efficiency in fast-paced, challenging environments and industries.
 - Well versed in all aspects of business including marketing, merchandising, advertising, pricing, purchasing, expansion, real estate / construction, distribution and business development in both union and non-union environments.
 - Experience ranges from directing market-leading and leading-edge companies to overseeing turnaround operations and highly leveraged companies across a wide range of industries and company sizes.
 - Effective in assuming high-profile executive roles, making high stakes decision, negotiating with executives at all levels and a driver of top and bottom line performance.
 - Consistently achieve bottom line earnings and budgeted targets as well as surpassing bottom line earnings throughout my career.
 - Successfully identify and analyze companies for acquisition and/or merger.
-

Professional Experience

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

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

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

Education:

New York University: Bachelor of Engineering (in Industrial Engineering)
Management Courses and Seminars in Marketing/Finance at the Post-Graduate Level

Membership:

Private Label Manufactures Association: Co-Chairman, Storebrands USA

Food Marketing Institute: Industry Collaboration Committee

The Food Institute: Board of Trustees

Hackensack University Medical Center: Board of Governors, Chair Audit Committee, Finance Committee

Hackensack University Center Casualty Company, Ltd.: Board of Directors

Tri-State Italian-American Congress: Board of Directors

New York State Trooper Foundation: Board of Trustees

The Hole in the Wall Gang Camp: Board of Advisors

Awards and Honors:

Boy's Towns of Italy "Humanitarian Award"

The Ellis Island Medal of Honor

Pietro Piacquadio, R.Ph.

Curriculum Vitae:

- Member Pharmaceutical Society of the State of New York
- Member National Home Infusion Association
- Member American Pharmaceutical Society
- Member New York State Hospice and Palliative Care Association
- Member New York State Home Care Association
- Member NYC Health and Home Care Professional Advisory Committee
- Member Calvary Hospital Hospice and Certified Home Care Professional Advisory Committee
- Member NSLIJ Hospice Care Network Professional Advisory Committee
- Member Hospice of New York Professional Advisory Committee

Experience

Education

- 1981-1986 St. John's University Jamaica, NY
- BS Pharmacy
 - Graduated third in class at St. John's University, school of Pharmacy.
 - Graduated Magna Cum Laude.
 - Rho Chi Honor Student
 - Deans List

Interests



17. Appendix B -- Architectural Programs

I. Manufacturing Facility

EMPIRE STATE COMPASSIONATE CARE, LLC
SUPPLEMENTAL INFORMATION TO THE APPENDIX B:
ARCHITECTURAL PROGRAM
FOR
320 MT. AIRY ROAD, NEW WINDSOR, NY

The facility proposed for the Medical Marijuana Program is an existing balanced organic micro-eco system agricultural/aquaponics production facility currently in operation consisting of the following 3 existing structures:

1. A one-story greenhouse approximately 32,000 square feet currently in operation for growing food products.
2. A one-story aquaculture building, approximately 9,000 square feet currently in operation for fish production. The operation includes a form of closed-loop zero waste system agriculture, combining hydroponics and aquaculture-water based gardening and fish cultivation, as well as manufacturing compost from fish and vegetable waste.
3. A one-story administration/processing/packaging building approximately 16,000 square feet.

The construction of the buildings have been inspected by the local Building Department and local agencies having jurisdiction and found to be in conformance to the Building Codes, Use and Occupancy Classification, and other requirements of the municipality. The facility is licensed by New York State to operate for agricultural growing production/processing/packaging and as a fish growing facility. All structures have been issued current Certificates of Occupancy by the Building Department.

There are no changes needed to be done to the existing structures. Thus, Empire State Compassionate Care, LLC can utilize the existing buildings for their Medical Marijuana Program.

The agricultural buildings, including barns, greenhouses, and other buildings used directly and solely for agricultural purposes are exempt from NYS Building Code (Reference BCNY Section 101 101.2 Scope Exception 2). If items require removal and replacement for the same purpose, such work would fall under the Existing Building Code of New York (EBCNY), typically as a Minor-Alteration Level 1 Ch. 6.

The Building Code of New York State (BCNY) does not apply unless specifically referenced by the EBCNY.

The attached Appendix B has been completed for code topics that are relevant or not and applicable for documentation purposes, since no work is required.



Department of Health

Medical Marijuana Program
Application for Registration as
a Registered Organization

SEE ATTACHED SUPPLEMENTAL 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:

EMPIRE STATE COMPASSIONATE CARE, INC.

Facility Type:

Manufacturing Facility [checked] Dispensing Facility [] (AGRICULTURE)

Use and Occupancy Classification:

Building Construction Type and Classification:

ADMIN/BELLE BLDG-TYPE IIB

Facility Address:

320 MT AIRY ROAD
NEW WINDSOR, NY

Primary Contact Telephone number:

(305) 494-33-88

Primary Contact Fax number:

(516) 248-1729

PART I - ARCHITECTURAL PROGRAM & CONSTRUCTION TIMELINE:

Applicant shall identify planning requirements, including but not limited to:

- TOWN BOARD APPROVAL []
PLANNING BOARD APPROVAL [checked] - APPROVED PB#10-16; 11/4/2010
ZONING BOARD OF APPEALS APPROVAL []
PREPARATION OF CONSTRUCTION DOCUMENTS []
BUILDING PERMIT - APPROVED [checked]
BIDDING PHASE []
CONTRACT AWARD PHASE PER EACH APPLICABLE CONTRACTOR (Identify all that apply) []
COMMENCEMENT OF CONSTRUCTION []
COMPLETION OF CONSTRUCTION []
CONSTRUCTION IS COMPLETED []
DOH-5146 (04/15) X

* ADMIN/PROCESSING/BELLE) BUILDING: EXISTING BUSINESS GROUP B WITH EXISTING ACCESSORY USE GROUP F
GREENHOUSE: AGRICULTURAL USE BUILDING
AQUACULTURE BUILDING: AGRICULTURAL USE BUILDING



Appendix B – Architectural Program

PART II – SITE PLANS(S)

Applicant shall provide the appropriate details for each of the following by identifying the location and dimension on the Site Plan attached to the application for each building location.

- Entrance and Exits
Public Parking Spaces
Staff Parking Spaces
Accessible Parking Spaces
Accessible Route(s)
Fire Lane and/or Fire Apparatus Road
Percentage of Green Space
Location of Emergency Power Systems
Loading & Unloading
Security Gates & Fences

SEE ATTACHED SITE PLAN

PART III – ENERGY SOURCES & ENGINEERING SYSTEMS:

Applicant shall provide the following minimum information to outline the specifications relating to the energy sources and engineering systems of each building included in the application.

Energy Source: Natural Gas, Solar, Oil, Other, Electric
Engineering Systems: Heating System, Cooling System, Ventilation & Humidification Systems, Ventilation Requirements, Electrical Distribution Available, Water Supply, Sewage, Emergency Power System



Appendix B – Architectural Program

PART IV – BUILDING CODE COMPLIANCE: (pages 3-13)

CHECK ALL APPLICABLE CODES FOR THE FACILITY

- 2010 BUILDING CODE OF NYS
- 2010 FIRE CODE OF NYS
- 2010 PLUMBING CODE OF NYS
- 2010 MECHANICAL CODE OF NYS
- 2010 FUEL GAS CODE OF NYS
- 2010 PROPERTY MAINTENANCE CODE OF NYS
- 2010 ENERGY CONSERVATION CONSTRUCTION CODE OF NYS
- 2012 IECC COMMERCIAL PROVISIONS
- 2010 EXISTING BUILDING CODE OF NYS
- NEC NATIONAL ELECTRIC CODE, (Specify Applicable Version)
- 2014 NY CITY CONSTRUCTION CODE
- 2008 NY CITY CONSTRUCTION CODE
- 1968 NY CITY CONSTRUCTION CODE
- NFPA 101-06 LIFE SAFETY CODE
- ICC/ANSI A117.1-03 ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES
- OTHER



Appendix B – Architectural Program

- Select Project Type:**
- New Building
 - Repair
 - Alteration Level 1
 - Alteration Level 2
 - Alteration Level 3
 - Change of Occupancy
 - Addition
 - Historic Building
 - Demolition
 - Chapter 3. Prescriptive Compliance Method
 - Chapter 13. Performance Compliance Method
- Check all that apply. Refer to the Existing Building Code for definitions.

- Select Work Involved:**
- General Construction
 - Roofing
 - Asbestos
 - Abatement/Environmental
 - Fire Alarm
 - Structural
 - Mechanical
 - Plumbing
 - Electrical
 - Site Work
 - Sprinkler
 - Elevators
 - Other: NO WORK REQUIRED
- Check all that apply.

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*, FCC: *Fuel Gas Code*, ECCC: *Energy Conservation Code*.

2. Provide the Required standard for each applicable code section. (i.e.: area, quantity, classification type, materials, hourly separation, etc.). If section does not apply, indicate one of the following with explanation: NA: *Not Applicable*, NR: *Not Required*, NP: *Not Permitted*

3. Provide your facilities "Actual" value for each required standard as per applicable code section.

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
1	Use & Occupancy Classification	302.1 - 312		Use & occupancy of this facility. Identify all applicable materials, class and quantities regarding Table 307.1.	Admin(Belle) Bldg: Business Group B with Accessory/Group F	



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
2	Combustible Storage	413		All combustible storage areas and rooms, as per applicable Building and Fire Codes. Identify all combustible stored materials, area and room dimensions, all required fire separations, and exit requirements.	NA	NONE
3	Hazardous Materials	414		All hazardous materials stored or used as per applicable Building and Fire Codes. Identify all combustible stored materials, area and room dimensions, all required fire separations, and exit requirements.	NA	NONE
4	Hazardous Materials Control Areas	414.2		Provide additional information indicating number, size, materials stored, and quantity of each material.	NA	NONE
5	Building Area & Height	501-507		Provide the building area & height Provide all calculations and cite applicable code sections for increased Building Area & Heights allowed per building code(s).	NA - EXISTING	EXISTING
6	Incidental Use Areas	508.2		Identify all Incidental Use Areas and required fire separation of occupancies on Building Plans.	NA - EXISTING	EXISTING



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
7	Mixed Occupancies	508.3		Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	NA	
8	Nonseparated Uses	508.3.2		Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	NA	
9	Separated Uses (Ratio < 1)	508.3.3		Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	NA	
10	Construction Classification	602		Provide Construction Classification per each building included in Application.	NA	
11	Fire Resistance Rating Req'm't for Building Elements	Table 601		Provide Fire Resistance Rating per each building element as per Table 601. Identify rating & elements on Building Plans.	NA	



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
12	Exterior Wall Fire-Resistance Rating	Table 602		Identify required fire resistance rating of exterior walls on Building Plan(s).	N/A	
13	Exterior Fire Separation Distance	Table 602		Identify required fire separation distance of exterior walls between Buildings on Plan.	N/A	
14	Fire Walls	705		Provide code information and identify all applicable required Fire Wall(s) and fire resistance requirement on Building Plans.	N/A	
15	Fire Barriers	706		Provide code information and identify all applicable required Fire Barrier(s) and fire resistance requirement on Building Plans.	N/A	
16	Shaft Enclosures	707		Provide code information and identify all applicable required Shaft Wall(s) and fire resistance requirement on Building Plans.	N/A	NONE
17	Fire Partitions	708		Provide code information and identify all applicable required Fire Partition(s) and fire resistance requirement on Building Plans.	N/A	



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
18	Horizontal Assemblies	711		Provide code information and identify all applicable required Horizontal Assemblies and fire resistance requirement on Building Plans.	NA	
19	Fire Protection: Sprinkler System	903		Indicate Type of Sprinkler System: <input checked="" type="checkbox"/> NFPA 13 <input type="checkbox"/> NFPA 13 R <input type="checkbox"/> NFPA 13D Provide code information of all applicable requirements for Automatic Sprinkler Systems with code section cited.	NA	ADMINISTRATION/ PROCESSING BUILDING IS SPRINKLERED
20	Alt. Fire Extinguishing System	904		Provide code information of all applicable requirements for Alternative Automatic Fire-Extinguishing Systems with code section(s) cited.	NA	
21	Standpipe System	905		Provide code information of all applicable requirements for Standpipe Systems with code section(s) cited.	NOT REQUIRED	NOT PROVIDED
22	Fire Alarm & Detection Systems	907		Provide code information of all applicable requirements for Fire Alarm System(s) with code section cited. Indicate Type of Fire Alarm System <input type="checkbox"/> Addressable <input checked="" type="checkbox"/> Hardwired (zoned)	NA	HARDWIRED SYSTEM PROVIDED



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
23	Emergency Alarm System	908		Provide code information of all applicable requirements for Emergency Alarm Systems with code section cited.	N/A	
24	Fire Department Connections	912		Identify Fire Department connections in accordance with NFPA applicable standard.	N/A	A Fire Hydrant is Located Front of the Facility
25	Exits	1001.1 & 2		Identify on the Building Plans and documents, per each door, the following information: door width, door height, direction of swing, type of construction, hourly rating, and door closures.	N/A	
26	Occupant Load	1004 & Table 1004.1.1		Identify the use/name of each room, dimensions of each room, and Occupant Loads per each room on the Building Plans.	N/A	
27	Egress Width	1005		Provide egress widths & cite applicable code section(s) and requirement(s) on the Building Plans	N/A	
28	Accessible Means of Egress	1007.1		Provide accessible means of egress as per Section 1007 & cite applicable code section(s) and requirement(s) on the Building Plans.	N/A	



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
29	Doors, Gates, and Turnstiles	1008		Means of egress doors shall meet the requirements of this section.	NA	
30	Interior Stairs	1009		Identify the following information for each stairway on the Building Plan(s): the width of stairways; the height, width, depth and number of risers and treads; dimensions of landings; stairway construction type; and handrail height.	NA	ONE STORY BUILDINGS. NO STAIRS PROVIDED
31	Ramps	1010.1		Identify the following information of each ramp, on the Building Plan(s): width; total vertical rise; length of ramp; and handrail height.	NA	THERE ARE NO RAMPS IN THE FACILITY
32	Common Path of Travel	1014.3		Identify on the Building Plan(s): the length of the "Common Path of Travel" per each room as per applicable building code requirements.	NA	
33	Exit Doorway Arrangement	1015		Identify on the Building Plan(s): applicable building code requirements for all Exits and Exit Access Doorways per each room and required exits in all buildings.	NA	
34	Corridor Fire Rating	1017.1		Identify, on the Building Plan(s): all corridors with required fire resistance and the applicable fire rating.	NA	



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
35	Corridor Width	1017.2		Identify on the Building Plan(s): the width of all corridors. Provide applicable code section(s) and requirement(s).	NA	
36	Dead End Corridor	1017.3		Corridors shall not exceed the maximum dead end corridor length as per applicable code.	NA	
37	Number of Exits and Continuity	1019		Identify on the Building Plan(s): required number of exits, continuity and arrangement as per the applicable code requirements.	NA	
38	Vertical Exit Enclosures	1020		Identify on the Building Plan(s): all applicable code requirements for each Vertical Exit Enclosure.	NA	
39	Exit Passageways	1021		Identify on the Building Plan(s): all applicable code requirements for each Exit Passageway.	NA	
40	Horizontal Exits	1022		Identify on the Building Plan(s): all applicable code requirements for each Horizontal Exit.	NA	



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
41	Exterior Exit Ramps & Stairways	1023		Identify on the Building Plan(s): all applicable code requirements for each exterior exit ramps and stairways.	N/A	
42	Exit Discharge	1024		Identify on the Building Plan(s): all applicable code requirements for each Exit Discharge.	N/A	
43	Accessibility	1101.1 - 1110 & ICC/A117.1(03)		Identify on the Building Plan(s): all applicable code requirements such that the design and construction of each building/facility provides accessibility to physically disabled persons.	N/A	
44	Energy Conservation	2010 NYS ECCC & IECC 2012		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).	N/A	
45	Emergency & Standby Power	2702.1		Identify emergency & Standby Power locations and specifications of the system to be provided.	N/A	EXISTING 230 KW GENERATOR
46	Smoke Control Systems	2702.2.2		Identify the Standby power for smoke control systems in accordance with Section 909.11 of NYS Building Code.	N/A	



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
47	Plumbing Fixture Count	2902.1		Identify on the Building Plan(s): the minimum plumbing facilities as per applicable plumbing code(s).	NA	
48	Available Street Water Pressure			Provide the available street or well water pressure.	20 PSI SPRINKLERS 35 PSI DOMESTIC	63 PSI PROVIDED
49	Fire Apparatus Access Road	FC503.1		Identify on the Site Plan: Fire Apparatus Road, Fire Lane and other Fire Service requirements per applicable Building and Fire Codes.	20'-0" FIRE ACCESS LAN REQUIRED	FIRE DEPARTMENT HAS APPROVED SITE PLAN

II. Dispensing Facility #1

EMPIRE STATE COMPASSIONATE CARE, LLC

**SUPPLEMENTAL INFORMATION TO THE APPENDIX B:
ARCHITECTURAL PROGRAM
FOR
40 WEST 27TH STREET, NEW YORK, NY**

The dispensing facility proposed for the Medical Marijuana Program consists of approximately 4,000 square feet of ground floor space and 2,000 square feet of basement space, in an existing 12-story building (“Facility”).

The Facility is located within an M1-6 Manufacturing District. As confirmed by the enclosed letter received from Beth Lebowitz, Director, New York City Planning, Zoning Division, the Department of Buildings is considering a medical marijuana dispensary a drug store under Use Group 6A and drug stores are a permitted as-of-right use in an M1-6 District¹.

The construction of the space has been inspected by the local Building Department and local agencies having jurisdiction and found to be in conformance to the Building Codes, Use and Occupancy Classification, and other requirements of the municipality. All structures have been issued current Certificates of Occupancy by the Building Department.

There are no changes needed to be done to the existing structures. Thus, Empire State Compassionate Care, LLC can utilize the existing space for their Medical Marijuana Program Dispensing facility.

An evaluation of on-line aerial map services indicates there are no schools or day care centers located within 1,000 feet along 27th Street of the proposed Medical Marijuana Dispensary.

The Building Code of New York City does not apply since there will be no new construction.

The attached Appendix B has been completed for code topics that are relevant or not and applicable for documentation purposes, since no work is required.

¹ The enclosed letter was written for a different property; however, the property, as clearly provided in the letter, is located within New York’s M1-6 Manufacturing District and therefore the analysis contained within the letter is applicable to the subject property.



ZONING DIVISION

Carl Weisbrod, *Director*
Department of City Planning

June 2, 2015

Daniel Deegan, Esq.
Empire State Compassionate Care Inc.
c/o Forchelli Curto Deegan Schwartz Mineo & Terrana LLP
333 Earle Ovington Boulevard, Suite 1010
Uniondale, NY 11553

Re: 150 West 25th Street
Block 800 – Lot 65
Borough of Manhattan

Dear Sir:

I have received your inquiry concerning whether a Medical marijuana dispensary would be allowed in the zoning district of the above-cited property. The property is located within an M1-6 Manufacturing District. The corresponding zoning map is 8d. Because this use is not specifically listed in the Zoning Resolution, the Department of Buildings will determine the applicable Use Group. Based on recent conversations with the Department of Buildings, they are considering a medical marijuana dispensary a drug store under Use Group 6A. However, depending on specific facts about each facility, other use group categories may apply, such as an ambulatory diagnostic or treatment health care office under UG 6C. According to Section 42-10 et. seq., Use Group 6 is permitted as-of-right in an M1 Manufacturing District.

Information regarding Manufacturing Districts can be found in Article IV of the Zoning Resolution.

Please be advised that the Zoning Resolution and Zoning Maps are available on the Department of City Planning's web site at www.nyc.gov/planning. Information regarding the zoning of adjacent lots can be obtained by using the Zoning & Land Use Application (ZoLA), also available at the department's website.

The Department of City Planning does not make determinations regarding zoning conformance or compliance. Such information, as well as information on any code violations, building permits and Certificates of Occupancy may be available from the Department of Buildings' website at www.nyc.gov/buildings.

Sincerely,

Beth Lebowitz

Beth Lebowitz, *Director*
Frank Ruchala Jr., *Deputy Director*
Jean Davis, *Office Administrator*
22 Reade Street, New York, NY 10007-1216 Room 3E
Tel (212) 720-3325 - Fax (212) 720-3244



SEE ATTACHED SUPPLEMENTAL 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: EMPIRE STATE COMPASSIONATE CARE, INC.
Facility Type: Manufacturing Facility Dispensing Facility
Use and Occupancy Classification: MERCANTILE GROUP M

Building Construction Type and Classification:

Facility Address: 40 WEST 27TH STREET
NEW YORK NY
Primary Contact Telephone number: (305) 494-3388
Primary Contact Fax number: (516) 248-1729

PART I - ARCHITECTURAL PROGRAM & CONSTRUCTION TIMELINE:

Applicant shall identify planning requirements, including but not limited to:

- TOWN BOARD APPROVAL
- PLANNING BOARD APPROVAL
- ZONING BOARD OF APPEALS APPROVAL
- PREPARATION OF CONSTRUCTION DOCUMENTS
- BUILDING PERMIT
- BIDDING PHASE
- CONTRACT AWARD PHASE PER EACH APPLICABLE CONTRACTOR (Identify all that apply)
- COMMENCEMENT OF CONSTRUCTION
- COMPLETION OF CONSTRUCTION
- CONSTRUCTION IS COMPLETED



Appendix B – Architectural Program

PART II – SITE PLAN(S)

Applicant shall provide the appropriate details for each of the following by identifying the location and dimension on the Site Plan attached to the application for each building location.

- Entrance and Exits
Public Parking Spaces
Staff Parking Spaces
Accessible Parking Spaces
Accessible Route(s)
Fire Lane and/or Fire Apparatus Road
Percentage of Green Space
Location of Emergency Power Systems
Loading & Unloading
Security Gates & Fences
NA

PART III – ENERGY SOURCES & ENGINEERING SYSTEMS:

Applicant shall provide the following minimum information to outline the specifications relating to the energy sources and engineering systems of each building included in the application.

- Energy Source: Natural Gas, Solar, Oil, Electric
Engineering Systems: Heating System, Cooling System, Ventilation & Humidification Systems, Electrical Distribution Available, Water Supply, Sewage, Emergency Power System

X EXISTING



Appendix B – Architectural Program

PART IV – BUILDING CODE COMPLIANCE: (pages 3-13)

CHECK ALL APPLICABLE CODES FOR THE FACILITY

- 2010 BUILDING CODE OF NYS
- 2010 FIRE CODE OF NYS
- 2010 PLUMBING CODE OF NYS
- 2010 MECHANICAL CODE OF NYS
- 2010 FUEL GAS CODE OF NYS
- 2010 PROPERTY MAINTENANCE CODE OF NYS
- 2010 ENERGY CONSERVATION CONSTRUCTION CODE OF NYS
- 2012 IECC COMMERCIAL PROVISIONS
- 2010 EXISTING BUILDING CODE OF NYS
- NEC NATIONAL ELECTRIC CODE, (Specify Applicable Version)
- 2014 NY CITY CONSTRUCTION CODE
- 2008 NY CITY CONSTRUCTION CODE
- 1968 NY CITY CONSTRUCTION CODE
- NFPA 101-06 LIFE SAFETY CODE
- ICC/ANSI A117.1-03 ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES
- OTHER



Appendix B – Architectural Program

Select Project

Type:

Check all that apply.
Refer to the Existing
Building Code for
definitions.

- New Building
- Repair
- Alteration Level 1
- Alteration Level 2

- Alteration Level 3
- Change of Occupancy
- Addition
- Historic Building

- Demolition
- Chapter 3. Prescriptive Compliance Method
- Chapter 13. Performance Compliance Method

Select Work

Involved:

Check all that apply.

- General Construction
- Roofing
- Asbestos Abatement/Environmental
- Fire Alarm

- Structural
- Mechanical
- Plumbing
- Electrical

- Site Work
- Sprinkler
- Elevators
- Other: NO WORK REQUIRED

CODE COMPLIANCE REVIEW

Applicant shall provide all applicable information in regards to the code topic and section listed below.

- 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.**
- 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**
- 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	NYC BC 309.1	Use & occupancy of this facility. Identify all applicable materials, class and quantities regarding Table 307.1.	MERCANTILE GROUP M	MERCANTILE GROUP M



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
2	Combustible Storage	413		All combustible storage areas and rooms, as per applicable Building and Fire Codes. Identify all combustible stored materials, area and room dimensions, all required fire separations, and exit requirements.	NA	
3	Hazardous Materials	414		All hazardous materials stored or used as per applicable Building and Fire Codes. Identify all combustible stored materials, area and room dimensions, all required fire separations, and exit requirements.	NA	
4	Hazardous Materials Control Areas	414.2		Provide additional information indicating number, size, materials stored, and quantity of each material.	NA	
5	Building Area & Height	501-507		Provide the building area & height. Provide all calculations and cite applicable code sections for increased Building Area & Heights allowed per building code(s).	NA	
6	Incidental Use Areas	508.2		Identify all Incidental Use Areas and required fire separation of occupancies on Building Plans.	NA	



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
7	Mixed Occupancies	508.3		Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	NA	
8	Nonseparated Uses	508.3.2		Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	NA	
9	Separated Uses (Ratio < 1)	508.3.3		Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	NA	
10	Construction Classification	602		Provide Construction Classification per each building included in Application.	NA	
11	Fire Resistance Rating Req'm't for Building Elements	Table 601		Provide Fire Resistance Rating per each building element as per Table 601. Identify rating & elements on Building Plans.	NA	



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
12	Exterior Wall Fire-Resistance Rating	Table 602		Identify required fire resistance rating of exterior walls on Building Plan(s).	NA	
13	Exterior Fire Separation Distance	Table 602		Identify required fire separation distance of exterior walls between Buildings on Plan.	NA	
14	Fire Walls	705		Provide code information and identify all applicable required Fire Wall(s) and fire resistance requirement on Building Plans.	NA	
15	Fire Barriers	706		Provide code information and identify all applicable required Fire Barrier(s) and fire resistance requirement on Building Plans.	NA	
16	Shaft Enclosures	707		Provide code information and identify all applicable required Shaft Wall(s) and fire resistance requirement on Building Plans.	NA	
17	Fire Partitions	708		Provide code information and identify all applicable required Fire Partition(s) and fire resistance requirement on Building Plans.	NA	



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
18	Horizontal Assemblies	711		Provide code information and identify all applicable required Horizontal Assemblies and fire resistance requirement on Building Plans.	NA	
19	Fire Protection: Sprinkler System	903		Indicate Type of Sprinkler System: <input 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.	NA	
20	Alt. Fire Extinguishing System	904		Provide code information of all applicable requirements for Alternative Automatic Fire-Extinguishing Systems with code section(s) cited.	NA	
21	Standpipe System	905		Provide code information of all applicable requirements for Standpipe Systems with code section(s) cited.	NA	
22	Fire Alarm & Detection Systems	907		Provide code information of all applicable requirements for Fire Alarm System(s) with code section cited. Indicate Type of Fire Alarm System <input type="checkbox"/> Addressable <input type="checkbox"/> Hardwired (zoned)	NA	



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
23	Emergency Alarm System	908		Provide code information of all applicable requirements for Emergency Alarm Systems with code section cited.	NA	
24	Fire Department Connections	912		Identify Fire Department connections in accordance with NFPA applicable standard.	NA	
25	Exits	1001.1 & 2		Identify on the Building Plans and documents, per each door, the following information: door width, door height, direction of swing, type of construction, hourly rating, and door closures.	NA	
26	Occupant Load	1004 & Table 1004.1.1		Identify the use/name of each room, dimensions of each room, and Occupant Loads per each room on the Building Plans.	NA	
27	Egress Width	1005		Provide egress widths & cite applicable code section(s) and requirement(s) on the Building Plans	NA	
28	Accessible Means of Egress	1007.1		Provide accessible means of egress as per Section 1007 & cite applicable code section(s) and requirement(s) on the Building Plans.	NA	



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
29	Doors, Gates, and Turnstiles	1008		Means of egress doors shall meet the requirements of this section.	NA	
30	Interior Stairs	1009		Identify the following information for each stairway on the Building Plan(s): the width of stairways; the height, width, depth and number of risers and treads; dimensions of landings; stairway construction type; and handrail height.	NA	
31	Ramps	1010.1		Identify the following information of each ramp, on the Building Plan(s): width; total vertical rise; length of ramp; and handrail height.	NA	
32	Common Path of Travel	1014.3		Identify on the Building Plan(s): the length of the "Common Path of Travel" per each room as per applicable building code requirements.	NA	
33	Exit Doorway Arrangement	1015		Identify on the Building Plan(s): applicable building code requirements for all Exits and Exit Access Doorways per each room and required exits in all buildings.	NA	
34	Corridor Fire Rating	1017.1		Identify, on the Building Plan(s): all corridors with required fire resistance and the applicable fire rating.	NA	



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
35	Corridor Width	1017.2		Identify on the Building Plan(s): the width of all corridors. Provide applicable code section(s) and requirement(s).	NA	
36	Dead End Corridor	1017.3		Corridors shall not exceed the maximum dead end corridor length as per applicable code.	NA	
37	Number of Exits and Continuity	1019		Identify on the Building Plan(s): required number of exits, continuity and arrangement as per the applicable code requirements.	NA	
38	Vertical Exit Enclosures	1020		Identify on the Building Plan(s): all applicable code requirements for each Vertical Exit Enclosure.	NA	
39	Exit Passageways	1021		Identify on the Building Plan(s): all applicable code requirements for each Exit Passageway.	NA	
40	Horizontal Exits	1022		Identify on the Building Plan(s): all applicable code requirements for each Horizontal Exit.	NA	



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code' (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
41	Exterior Exit Ramps & Stairways	1023		Identify on the Building Plan(s): all applicable code requirements for each exterior exit ramps and stairways.	NA	
42	Exit Discharge	1024		Identify on the Building Plan(s): all applicable code requirements for each Exit Discharge.	NA	
43	Accessibility	1101.1 - 1110 & ICC/A117.1(03)		Identify on the Building Plan(s): all applicable code requirements such that the design and construction of each building/facility provides accessibility to physically disabled persons.	NA	
44	Energy Conservation	2010 NYS ECCC & IECC 2012		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).	NA	
45	Emergency & Standby Power	2702.1		Identify emergency & Standby Power locations and specifications of the system to be provided.	NA	
46	Smoke Control Systems	2702.2.2		Identify the Standby power for smoke control systems in accordance with Section 909.11 of NYS Building Code.	NA	



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
47	Plumbing Fixture Count	2902.1		Identify on the Building Plan(s): the minimum plumbing facilities as per applicable plumbing code(s).	NA	
48	Available Street Water Pressure			Provide the available street or well water pressure.	NA	
49	Fire Apparatus Access Road	FC503.1		Identify on the Site Plan: Fire Apparatus Road, Fire Lane and other Fire Service requirements per applicable Building and Fire Codes.	NA	

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

III. Dispensing Facility #2

EMPIRE STATE COMPASSIONATE CARE, LLC
SUPPLEMENTAL INFORMATION TO THE APPENDIX B:
ARCHITECTURAL PROGRAM
FOR
3057 ERIE BOULEVARD EAST, SYRACUSE, NY 13224

The dispensing facility proposed for the Medical Marijuana Program consists of an approximate 6,264 square foot, one-story, stand-alone building.

The building is located within an Industrial District, Class "A" Zoning District. As confirmed in the enclosed letter, the City of Syracuse is considering medical marijuana dispensary use as retail use, which is a permitted as-of-right use in an Industrial District Class "A" Zoning District.

The construction of the building has been inspected by the local Building Department and local agencies having jurisdiction and found to be in conformance to the Building Codes, Use and Occupancy Classification, and other requirements of the municipality. All structures have been issued current Certificates of Occupancy by the Building Department.

There are no changes needed to be done to the existing structures. Thus, Empire State Compassionate Care, LLC can utilize the existing building for their Medical Marijuana Program Dispensing facility.

The Building Code of the State of New York does not apply since there will be no new construction.

An evaluation of on-line aerial map services indicates there are no schools or day care centers located within 1,000 feet of the proposed Medical Marijuana Dispensary.

The attached Appendix B has been completed for code topics that are relevant or not and applicable for documentation purposes, since no work is required.

Donald O. Chesworth
Edward M. O'Brien
Jeffrey M. Johnston†
Eugene Welch
David F. Mayer
LaMarr J. Jackson††
Karen Sanders

Wayne M. Harris
(1925-2005)

† admitted in Florida
†† admitted in Connecticut

**HARRIS, CHESWORTH, O'BRIEN,
JOHNSTONE & WELCH, LLP**

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**300 Linden Oaks, Suite 100
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PHONE: (585) 899-1414

FAX: (585) 899-1424*

* not for service of process

Senior Counsel:
Hon. L. Paul Kehoe

Of Counsel:

David J. Gutmann
Mark J. Valerio
Eugene Van Voorhis

Associates:

Letty Laskowski
Nicole A. Fitzgerald
Amanda R. Insalaco

June 3, 2015

Mr. Michael Weisser
Empire State Compassionate Care, Inc.
c/o Forchelli, Curto, Deegan, Schwartz, Mineo & Terrana, LLP
333 Earle Ovington Blvd., Suite 1010
Uniondale, NY 11553

Re: Zoning/3057 Erie Blvd, Syracuse, NY

Dear Mr. Weisser:

You have asked us to determine whether the zoning classification for property located at 3057 Erie Blvd. in the City of Syracuse, NY, might allow for a medical marijuana dispensary to be located there.

3057 Erie Blvd. is located in an "Industrial A", ("I District"). Retail use is permitted in an I District. Syracuse zoning officials have informed me that a facility that is strictly limited to use as a medical marijuana dispensary would be considered a retail use.

I hope this answers your inquiry. If you have additional questions, please feel free to contact me.

Very truly yours,



Edward M. O'Brien

EMO/



SEE ATTACHED SUPPLEMENTAL 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:

EMPIRE STATE COMPASSIONATE CARE, INC.

Facility Type:

Manufacturing Facility Dispensing Facility

Use and Occupancy Classification:

MERCANTILE GROUP M

Building Construction Type and Classification:

Facility Address:

3057 ERIE BOULEVARD EAST
SYRACUSE NY 13224

Primary Contact Telephone number:

(305) 494-3388

Primary Contact Fax number:

(516) 248-1729

PART I – ARCHITECTURAL PROGRAM & CONSTRUCTION TIMELINE:

Applicant shall identify planning requirements, including but not limited to:

- TOWN BOARD APPROVAL
- PLANNING BOARD APPROVAL
- ZONING BOARD OF APPEALS APPROVAL
- PREPARATION OF CONSTRUCTION DOCUMENTS
- BUILDING PERMIT
- BIDDING PHASE
- CONTRACT AWARD PHASE PER EACH APPLICABLE CONTRACTOR (Identify all that apply)
- COMMENCEMENT OF CONSTRUCTION
- COMPLETION OF CONSTRUCTION
- CONSTRUCTION IS COMPLETED



Appendix B – Architectural Program

PART II – SITE PLAN(S)

Applicant shall provide the appropriate details for each of the following by identifying the location and dimension on the Site Plan attached to the application for each building location.

- Entrance and Exits
 - Public Parking Spaces
 - Staff Parking Spaces
 - Accessible Parking Spaces
 - Accessible Route(s)
 - Fire Lane and/or Fire Apparatus Road
 - Percentage of Green Space
 - Location of Emergency Power Systems
 - Loading & Unloading
 - Security Gates & Fences
- X NA**

PART III – ENERGY SOURCES & ENGINEERING SYSTEMS:

Applicant shall provide the following minimum information to outline the specifications relating to the energy sources and engineering systems of each building included in the application.

- Energy Source:
- Natural Gas
 - Solar
 - Oil
 - Other _____
 - Electric
- Engineering Systems:
- Heating System: Type _____, Size _____, Efficiency _____
Ventilation Requirements _____
 - Cooling System: Type _____, Size _____, Efficiency _____
Ventilation Requirements _____
 - Ventilation & Humidification Systems:
Type _____, Size _____, Efficiency _____
Ventilation Requirements _____
 - Electrical Distribution Available _____
 - Water Supply: Municipal Water Service _____ or Private Well Water _____
 - Sewage: Municipal Sewer System _____ or Private Septic System _____
 - Emergency Power System:
Type _____, Size _____, Efficiency _____

X EXISTING



Appendix B – Architectural Program

PART IV – BUILDING CODE COMPLIANCE: (pages 3-13)

CHECK ALL APPLICABLE CODES FOR THE FACILITY

- 2010 BUILDING CODE OF NYS
- 2010 FIRE CODE OF NYS
- 2010 PLUMBING CODE OF NYS
- 2010 MECHANICAL CODE OF NYS
- 2010 FUEL GAS CODE OF NYS
- 2010 PROPERTY MAINTENANCE CODE OF NYS
- 2010 ENERGY CONSERVATION CONSTRUCTION CODE OF NYS
- 2012 IECC COMMERCIAL PROVISIONS
- 2010 EXISTING BUILDING CODE OF NYS
- NEC NATIONAL ELECTRIC CODE, (Specify Applicable Version)
- 2014 NY CITY CONSTRUCTION CODE
- 2008 NY CITY CONSTRUCTION CODE
- 1968 NY CITY CONSTRUCTION CODE
- NFPA 101-06 LIFE SAFETY CODE
- ICC/ANSI A117.1-03 ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES
- OTHER



Appendix B – Architectural Program

Select Project

Type:

Check all that apply.
Refer to the Existing
Building Code for
definitions.

- New Building
- Repair
- Alteration Level 1
- Alteration Level 2

- Alteration Level 3
- Change of Occupancy
- Addition
- Historic Building

- Demolition
- Chapter 3. Prescriptive Compliance Method
- Chapter 13. Performance Compliance Method

Select Work

Involved:

Check all that apply.
Abatement/Environmental
Fire Alarm

- General Construction
- Roofing
- Asbestos
- Abatement/Environmental
- Fire Alarm

- Structural
- Mechanical
- Plumbing
- Electrical

- Site Work
- Sprinkler
- Elevators
- Other: NO WORK REQUIRED

CODE COMPLIANCE REVIEW

Applicant shall provide all applicable information in regards to the code topic and section listed below.

- 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.**
- 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**
- 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	309.1	Use & occupancy of this facility. Identify all applicable materials, class and quantities regarding Table 307.1.	Mercantile Group M	Mercantile Group M



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
2	Combustible Storage	413		All combustible storage areas and rooms, as per applicable Building and Fire Codes. Identify all combustible stored materials, area and room dimensions, all required fire separations, and exit requirements.	NA	
3	Hazardous Materials	414		All hazardous materials stored or used as per applicable Building and Fire Codes. Identify all combustible stored materials, area and room dimensions, all required fire separations, and exit requirements.	NA	
4	Hazardous Materials Control Areas	414.2		Provide additional information indicating number, size, materials stored, and quantity of each material.	NA	
5	Building Area & Height	501-507		Provide the building area & height Provide all calculations and cite applicable code sections for increased Building Area & Heights allowed per building code(s).	NA	
6	Incidental Use Areas	508.2		Identify all Incidental Use Areas and required fire separation of occupancies on Building Plans.	NA	



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
7	Mixed Occupancies	508.3		Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	NA	
8	Nonseparated Uses	508.3.2		Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	NA	
9	Separated Uses (Ratio < 1)	508.3.3		Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	NA	
10	Construction Classification	602		Provide Construction Classification per each building included in Application.	NA	
11	Fire Resistance Rating Reqmt for Building Elements	Table 601		Provide Fire Resistance Rating per each building element as per Table 601. Identify rating & elements on Building Plans.	NA	



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
12	Exterior Wall Fire-Resistance Rating	Table 602		Identify required fire resistance rating of exterior walls on Building Plan(s).	NA	
13	Exterior Fire Separation Distance	Table 602		Identify required fire separation distance of exterior walls between Buildings on Plan.	NA	
14	Fire Walls	705		Provide code information and identify all applicable required Fire Wall(s) and fire resistance requirement on Building Plans.	NA	
15	Fire Barriers	706		Provide code information and identify all applicable required Fire Barrier(s) and fire resistance requirement on Building Plans.	NA	
16	Shaft Enclosures	707		Provide code information and identify all applicable required Shaft Wall(s) and fire resistance requirement on Building Plans.	NA	
17	Fire Partitions	708		Provide code information and identify all applicable required Fire Partition(s) and fire resistance requirement on Building Plans.	NA	



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
18	Horizontal Assemblies	711		Provide code information and identify all applicable required Horizontal Assemblies and fire resistance requirement on Building Plans.	NA	
19	Fire Protection: Sprinkler System	903		Indicate Type of Sprinkler System: <input 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.	NA	
20	Alt. Fire Extinguishing System	904		Provide code information of all applicable requirements for Alternative Automatic Fire-Extinguishing Systems with code section(s) cited.	NA	
21	Standpipe System	905		Provide code information of all applicable requirements for Standpipe Systems with code section(s) cited.	NA	
22	Fire Alarm & Detection Systems	907		Provide code information of all applicable requirements for Fire Alarm System(s) with code section cited. Indicate Type of Fire Alarm System <input type="checkbox"/> Addressable <input type="checkbox"/> Hardwired (zoned)	NA	



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code' (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
23	Emergency Alarm System	908		Provide code information of all applicable requirements for Emergency Alarm Systems with code section cited.	NA	
24	Fire Department Connections	912		Identify Fire Department connections in accordance with NFPA applicable standard.	NA	
25	Exits	1001.1 & 2		Identify on the Building Plans and documents, per each door, the following information: door width, door height, direction of swing, type of construction, hourly rating, and door closures.	NA	
26	Occupant Load	1004 & Table 1004.1.1		Identify the use/name of each room, dimensions of each room, and Occupant Loads per each room on the Building Plans.	NA	
27	Egress Width	1005		Provide egress widths & cite applicable code section(s) and requirement(s) on the Building Plans	NA	
28	Accessible Means of Egress	1007.1		Provide accessible means of egress as per Section 1007 & cite applicable code section(s) and requirement(s) on the Building Plans.	NA	



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
29	Doors, Gates, and Turnstiles	1008		Means of egress doors shall meet the requirements of this section.	NA	
30	Interior Stairs	1009		Identify the following information for each stairway on the Building Plan(s): the width of stairways; the height, width, depth and number of risers and treads; dimensions of landings; stairway construction type; and handrail height.	NA	
31	Ramps	1010.1		Identify the following information of each ramp, on the Building Plan(s): width; total vertical rise; length of ramp; and handrail height.	NA	
32	Common Path of Travel	1014.3		Identify on the Building Plan(s): the length of the "Common Path of Travel" per each room as per applicable building code requirements.	NA	
33	Exit Doorway Arrangement	1015		Identify on the Building Plan(s): applicable building code requirements for all Exits and Exit Access Doorways per each room and required exits in all buildings.	NA	
34	Corridor Fire Rating	1017.1		Identify, on the Building Plan(s): all corridors with required fire resistance and the applicable fire rating.	NA	



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
35	Corridor Width	1017.2		Identify on the Building Plan(s): the width of all corridors. Provide applicable code section(s) and requirement(s).	NA	
36	Dead End Corridor	1017.3		Corridors shall not exceed the maximum dead end corridor length as per applicable code.	NA	
37	Number of Exits and Continuity	1019		Identify on the Building Plan(s): required number of exits, continuity and arrangement as per the applicable code requirements.	NA	
38	Vertical Exit Enclosures	1020		Identify on the Building Plan(s): all applicable code requirements for each Vertical Exit Enclosure.	NA	
39	Exit Passageways	1021		Identify on the Building Plan(s): all applicable code requirements for each Exit Passageway.	NA	
40	Horizontal Exits	1022		Identify on the Building Plan(s): all applicable code requirements for each Horizontal Exit.	NA	



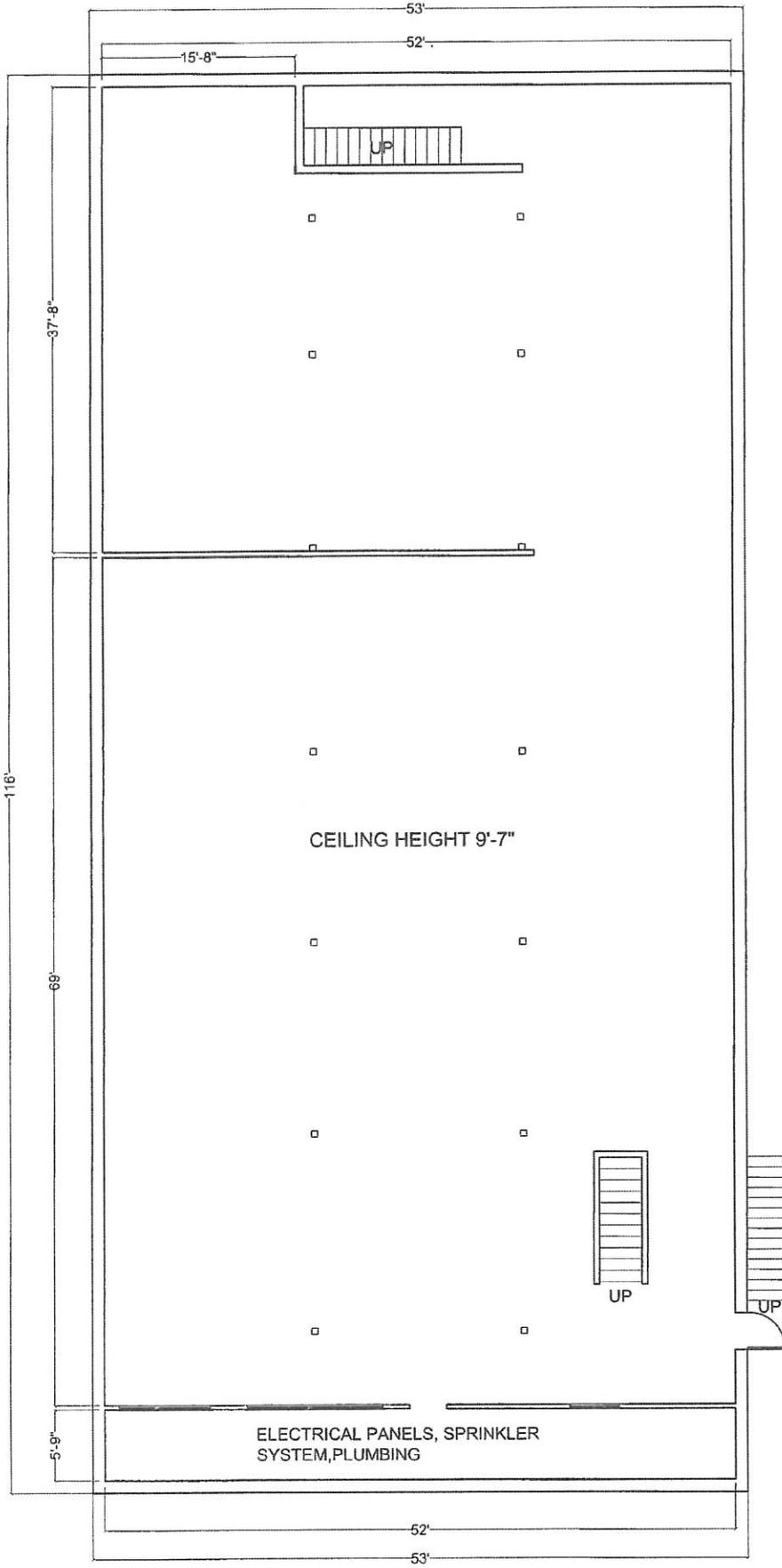
Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
41	Exterior Exit Ramps & Stairways	1023		Identify on the Building Plan(s): all applicable code requirements for each exterior exit ramps and stairways.	NA	
42	Exit Discharge	1024		Identify on the Building Plan(s): all applicable code requirements for each Exit Discharge.	NA	
43	Accessibility	1101.1 - 1110 & ICC/A117.1(03)		Identify on the Building Plan(s): all applicable code requirements such that the design and construction of each building/facility provides accessibility to physically disabled persons.	NA	
44	Energy Conservation	2010 NYS ECCC & IECC 2012		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).	NA	
45	Emergency & Standby Power	2702.1		Identify emergency & Standby Power locations and specifications of the system to be provided.	NA	
46	Smoke Control Systems	2702.2.2		Identify the Standby power for smoke control systems in accordance with Section 909.11 of NYS Building Code.	NA	



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code' (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
47	Plumbing Fixture Count	2902.1		Identify on the Building Plan(s): the minimum plumbing facilities as per applicable plumbing code(s).	NA	
48	Available Street Water Pressure			Provide the available street or well water pressure.	NA	
49	Fire Apparatus Access Road	FC503.1		Identify on the Site Plan: Fire Apparatus Road, Fire Lane and other Fire Service requirements per applicable Building and Fire Codes.	NA	



IV. Dispensing Facility #3

EMPIRE STATE COMPASSIONATE CARE, LLC
SUPPLEMENTAL INFORMATION TO THE APPENDIX B:
ARCHITECTURAL PROGRAM
FOR
760 FULTON AVENUE, VILLAGE OF HEMPSTEAD, NY 11550

The dispensing facility proposed for the Medical Marijuana Program consists of an approximate 4,877 square foot one-story, stand-alone building

The building is located within the Village's a Business "B" Zoning District. Per the enclosed letter, the medical marijuana dispensary is considered a pharmacy, which is treated as retail use as for zoning purposes. Retail use is a permitted as-of-right use in a Business "B" District.

The construction of the space has been inspected by the local Building Department and local agencies having jurisdiction and found to be in conformance to the Building Codes, Use and Occupancy Classification, and other requirements of the municipality. All structures have been issued current Certificates of Occupancy by the Building Department.

There are no changes needed to be done to the existing structures. Thus, Empire State Compassionate Care, LLC can utilize the existing space for their Medical Marijuana Program Dispensing facility.

An evaluation of on-line aerial map services indicates there are no schools or day care centers located within 1,000 feet of the proposed Medical Marijuana Dispensary.

The Building Code of the State of New York does not apply since there will be no new construction.

The attached Appendix B has been completed for code topics that are relevant or not and applicable for documentation purposes, since no work is required.

FORCHELLI, CURTO, DEEGAN, SCHWARTZ, MINEO & TERRANA, LLP

COUNSELORS AT LAW

THE OMNI

333 EARLE OVINGTON BLVD., SUITE 1010

UNIONDALE, NEW YORK 11553

TELEPHONE: (516) 248-1700

FACSIMILE: (516) 248-1729

WEBSITE: WWW.FORCHELLILAW.COM

ELI ELBAUM

DIRECT DIAL: (516) 812-6386

EELBAUM@FORCHELLILAW.COM

June 3, 2015

Mr. Michael Weisser
Empire Care Compassionate Care, Inc.

Re: 760 Fulton Avenue, Hempstead, New York

Dear Mr. Weisser:

I am a zoning and land use attorney practicing in Long Island and am familiar with the Code and zoning process of the Incorporated Village of Hempstead. You have asked me to determine whether medical marijuana dispensary use, pursuant to 10 NYCRR §1004 of the State of New York, is permitted for the property with an address of 760 Fulton Avenue, Hempstead New York 11550 (the "Property").

The Property is located in a Business B zoning district. Retail use is permitted in Business B. Pharmacies have historically been treated as retail use by the Village. In addition, I have been contact with members of the Village Building Department and Village Attorney's Office and they have confirmed that a recently constructed CVS and a Walgreens were permitted and constructed in the Business B zoning district.

I hope this answers your inquiry. Please call me should you have any additional questions.

Very truly yours,



ELI ELBAUM

EE:ar



SEE ATTACHED SUPPLEMENTAL 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:

EMPIRE STATE COMPASSIONATE CARE, INC.

Facility Type:

Manufacturing Facility Dispensing Facility

Use and Occupancy Classification:

MERCANTILE GROUP M

Building Construction Type and Classification:

Facility Address:

760 FULTON AVENUE
VILLAGE OF HEMPSTEAD NY 11550

Primary Contact Telephone number:

(305) 494-3388

Primary Contact Fax number:

(516) 248-1729

PART I - ARCHITECTURAL PROGRAM & CONSTRUCTION TIMELINE:

Applicant shall identify planning requirements, including but not limited to:

- TOWN BOARD APPROVAL
- PLANNING BOARD APPROVAL
- ZONING BOARD OF APPEALS APPROVAL
- PREPARATION OF CONSTRUCTION DOCUMENTS
- BUILDING PERMIT
- BIDDING PHASE
- CONTRACT AWARD PHASE PER EACH APPLICABLE CONTRACTOR (Identify all that apply)
- COMMENCEMENT OF CONSTRUCTION
- COMPLETION OF CONSTRUCTION
- CONSTRUCTION IS COMPLETED



Appendix B – Architectural Program

PART II – SITE PLAN(S)

Applicant shall provide the appropriate details for each of the following by identifying the location and dimension on the Site Plan attached to the application for each building location.

- Entrance and Exits
 - Public Parking Spaces
 - Staff Parking Spaces
 - Accessible Parking Spaces
 - Accessible Route(s)
 - Fire Lane and/or Fire Apparatus Road
 - Percentage of Green Space
 - Location of Emergency Power Systems
 - Loading & Unloading
 - Security Gates & Fences
- X NA

PART III – ENERGY SOURCES & ENGINEERING SYSTEMS:

Applicant shall provide the following minimum information to outline the specifications relating to the energy sources and engineering systems of each building included in the application.

- Energy Source:
- Natural Gas
 - Solar
 - Oil
 - Electric
 - Other _____
- Engineering Systems:
- Heating System: Type _____, Size _____, Efficiency _____, Ventilation Requirements _____
 - Cooling System: Type _____, Size _____, Efficiency _____, Ventilation Requirements _____
 - Ventilation & Humidification Systems: Type _____, Size _____, Efficiency _____, Ventilation Requirements _____
 - Electrical Distribution Available _____
 - Water Supply: Municipal Water Service _____ or Private Well Water _____
 - Sewage: Municipal Sewer System _____ or Private Septic System _____
 - Emergency Power System: Type _____, Size _____, Efficiency _____

X EXISTING



Appendix B – Architectural Program

PART IV – BUILDING CODE COMPLIANCE: (pages 3-13)

CHECK ALL APPLICABLE CODES FOR THE FACILITY

- 2010 BUILDING CODE OF NYS
- 2010 FIRE CODE OF NYS
- 2010 PLUMBING CODE OF NYS
- 2010 MECHANICAL CODE OF NYS
- 2010 FUEL GAS CODE OF NYS
- 2010 PROPERTY MAINTENANCE CODE OF NYS
- 2010 ENERGY CONSERVATION CONSTRUCTION CODE OF NYS
- 2012 IECC COMMERCIAL PROVISIONS
- 2010 EXISTING BUILDING CODE OF NYS
- NEC NATIONAL ELECTRIC CODE, (Specify Applicable Version)
- 2014 NY CITY CONSTRUCTION CODE
- 2008 NY CITY CONSTRUCTION CODE
- 1968 NY CITY CONSTRUCTION CODE
- NFPA 101-06 LIFE SAFETY CODE
- ICC/ANSI A117.1-03 ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES
- OTHER



Appendix B – Architectural Program

- Select Project Type:**
 New Building
 Repair
 Alteration Level 1
 Alteration Level 2
 Alteration Level 3
 Change of Occupancy
 Addition
 Historic Building
- Select Work Involved:**
 General Construction
 Roofing
 Asbestos Abatement/Environmental
 Fire Alarm
 Structural
 Mechanical
 Plumbing
 Electrical
 Demolition
 Chapter 3. Prescriptive Compliance Method
 Chapter 13. Performance Compliance Method
 Site Work
 Sprinkler
 Elevators
 Other: NO WORK REQUIRED

CODE COMPLIANCE REVIEW

Applicant shall provide all applicable information in regards to the code topic and section listed below.

- 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.**
- 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**
- 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	309.1	Use & occupancy of this facility. Identify all applicable materials, class and quantities regarding Table 307.1.1.	Mercantile Group M	Mercantile Group M



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
2	Combustible Storage	413		All combustible storage areas and rooms, as per applicable Building and Fire Codes. Identify all combustible stored materials, area and room dimensions, all required fire separations, and exit requirements.	NA	
3	Hazardous Materials	414		All hazardous materials stored or used as per applicable Building and Fire Codes. Identify all combustible stored materials, area and room dimensions, all required fire separations, and exit requirements.	NA	
4	Hazardous Materials Control Areas	414.2		Provide additional information indicating number, size, materials stored, and quantity of each material.	NA	
5	Building Area & Height	501-507		Provide the building area & height. Provide all calculations and cite applicable code sections for increased Building Area & Heights allowed per building code(s).	NA	
6	Incidental Use Areas	508.2		Identify all Incidental Use Areas and required fire separation of occupancies on Building Plans.	NA	



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code' (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
7	Mixed Occupancies	508.3		Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	NA	
8	Nonseparated Uses	508.3.2		Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	NA	
9	Separated Uses (Ratio < 1)	508.3.3		Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	NA	
10	Construction Classification	602		Provide Construction Classification per each building included in Application.	NA	
11	Fire Resistance Rating Req'm't for Building Elements	Table 601		Provide Fire Resistance Rating per each building element as per Table 601. Identify rating & elements on Building Plans.	NA	



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code' (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
12	Exterior Wall Fire-Resistance Rating	Table 602		Identify required fire resistance rating of exterior walls on Building Plan(s).	NA	
13	Exterior Fire Separation Distance	Table 602		Identify required fire separation distance of exterior walls between Buildings on Plan.	NA	
14	Fire Walls	705		Provide code information and identify all applicable required Fire Wall(s) and fire resistance requirement on Building Plans.	NA	
15	Fire Barriers	706		Provide code information and identify all applicable required Fire Barrier(s) and fire resistance requirement on Building Plans.	NA	
16	Shaft Enclosures	707		Provide code information and identify all applicable required Shaft Wall(s) and fire resistance requirement on Building Plans.	NA	
17	Fire Partitions	708		Provide code information and identify all applicable required Fire Partition(s) and fire resistance requirement on Building Plans.	NA	



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code' (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
18	Horizontal Assemblies	711		Provide code information and identify all applicable required Horizontal Assemblies and fire resistance requirement on Building Plans.	NA	
19	Fire Protection: Sprinkler System	903		Indicate Type of Sprinkler System: <input 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.	NA	
20	Alt. Fire Extinguishing System	904		Provide code information of all applicable requirements for Alternative Automatic Fire-Extinguishing Systems with code section(s) cited.	NA	
21	Standpipe System	905		Provide code information of all applicable requirements for Standpipe Systems with code section(s) cited.	NA	
22	Fire Alarm & Detection Systems	907		Provide code information of all applicable requirements for Fire Alarm System(s) with code section cited. Indicate Type of Fire Alarm System <input type="checkbox"/> Addressable <input type="checkbox"/> Hardwired (zoned)	NA	



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
23	Emergency Alarm System	908		Provide code information of all applicable requirements for Emergency Alarm Systems with code section cited.	NA	
24	Fire Department Connections	912		Identify Fire Department connections in accordance with NFPA applicable standard.	NA	
25	Exits	1001.1 & 2		Identify on the Building Plans and documents, per each door, the following information: door width, door height, direction of swing, type of construction, hourly rating, and door closures.	NA	
26	Occupant Load	1004 & Table 1004.1.1		Identify the use/name of each room, dimensions of each room, and Occupant Loads per each room on the Building Plans.	NA	
27	Egress Width	1005		Provide egress widths & cite applicable code section(s) and requirement(s) on the Building Plans	NA	
28	Accessible Means of Egress	1007.1		Provide accessible means of egress as per Section 1007 & cite applicable code section(s) and requirement(s) on the Building Plans.	NA	



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
29	Doors, Gates, and Turnstiles	1008		Means of egress doors shall meet the requirements of this section.	NA	
30	Interior Stairs	1009		Identify the following information for each stairway on the Building Plan(s): the width of stairways; the height, width, depth and number of risers and treads; dimensions of landings; stairway construction type; and handrail height.	NA	
31	Ramps	1010.1		Identify the following information of each ramp, on the Building Plan(s): width; total vertical rise; length of ramp; and handrail height.	NA	
32	Common Path of Travel	1014.3		Identify on the Building Plan(s): the length of the "Common Path of Travel" per each room as per applicable building code requirements.	NA	
33	Exit Doorway Arrangement	1015		Identify on the Building Plan(s): applicable building code requirements for all Exits and Exit Access Doorways per each room and required exits in all buildings.	NA	
34	Corridor Fire Rating	1017.1		Identify, on the Building Plan(s): all corridors with required fire resistance and the applicable fire rating.	NA	



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
35	Corridor Width	1017.2		Identify on the Building Plan(s): the width of all corridors. Provide applicable code section(s) and requirement(s).	NA	
36	Dead End Corridor	1017.3		Corridors shall not exceed the maximum dead end corridor length as per applicable code.	NA	
37	Number of Exits and Continuity	1019		Identify on the Building Plan(s): required number of exits, continuity and arrangement as per the applicable code requirements.	NA	
38	Vertical Exit Enclosures	1020		Identify on the Building Plan(s): all applicable code requirements for each Vertical Exit Enclosure.	NA	
39	Exit Passageways	1021		Identify on the Building Plan(s): all applicable code requirements for each Exit Passageway.	NA	
40	Horizontal Exits	1022		Identify on the Building Plan(s): all applicable code requirements for each Horizontal Exit.	NA	



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code' (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
41	Exterior Exit Ramps & Stairways	1023		Identify on the Building Plan(s): all applicable code requirements for each exterior exit ramps and stairways.	NA	
42	Exit Discharge	1024		Identify on the Building Plan(s): all applicable code requirements for each Exit Discharge.	NA	
43	Accessibility	1101.1 - 1110 & ICC/A117.1(03)		Identify on the Building Plan(s): all applicable code requirements such that the design and construction of each building/facility provides accessibility to physically disabled persons.	NA	
44	Energy Conservation	2010 NYS ECCC & IECC 2012		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).	NA	
45	Emergency & Standby Power	2702.1		Identify emergency & Standby Power locations and specifications of the system to be provided.	NA	
46	Smoke Control Systems	2702.2.2		Identify the Standby power for smoke control systems in accordance with Section 909.11 of NYS Building Code.	NA	



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
47	Plumbing Fixture Count	2902.1		Identify on the Building Plan(s): the minimum plumbing facilities as per applicable plumbing code(s).	NA	
48	Available Street Water Pressure			Provide the available street or well water pressure.	NA	
49	Fire Apparatus Access Road	FC503.1		Identify on the Site Plan: Fire Apparatus Road, Fire Lane and other Fire Service requirements per applicable Building and Fire Codes.	NA	

V. Dispensing Facility #4

EMPIRE STATE COMPASSIONATE CARE, LLC
SUPPLEMENTAL INFORMATION TO THE APPENDIX B:
ARCHITECTURAL PROGRAM
FOR
1933 KENSINGTON AVE., CHEEKTOWAGA, NY 14225

The dispensing facility proposed for the Medical Marijuana Program consists of an approximate 7,321 square foot one-story building.

The building is located within a “C” Retail Business District. As confirmed in the enclosed letter of Edward O’Brien, the Town of Cheektowaga is considering medical marijuana dispensary use as a pharmacy, which is a permitted as-of-right use in a “C” Retail Business District.

The construction of the building has been inspected by the local Building Department and local agencies having jurisdiction and found to be in conformance to the Building Codes, Use and Occupancy Classification, and other requirements of the municipality. All structures have been issued current Certificates of Occupancy by the Building Department.

There are no changes needed to be done to the existing structures. Thus, Empire State Compassionate Care, LLC can utilize the existing building for their Medical Marijuana Program Dispensing facility.

The Building Code of the State of New York does not apply since there will be no new construction.

An evaluation of on-line aerial map services indicates there are no schools or day care centers located within 1,000 feet of the proposed Medical Marijuana Dispensary.

The attached Appendix B has been completed for code topics that are relevant or not and applicable for documentation purposes, since no work is required.

Donald O. Chesworth
Edward M. O'Brien
Jeffrey M. Johnstone†
Eugene Welch
David F. Mayer
LaMarr J. Jackson††
Karen Sanders

Wayne M. Harris
(1925-2005)

† admitted in Florida
†† admitted in Connecticut

**HARRIS, CHESWORTH, O'BRIEN,
JOHNSTONE & WELCH, LLP**

Attorneys at Law
www.harrishesworth.com*

300 Linden Oaks, Suite 100
Rochester, New York 14625

PHONE: (585) 899-1414

FAX: (585) 899-1424*

** not for service of process*

Senior Counsel:
Hon. L. Paul Kehoe

Of Counsel:

David J. Gutmann
Mark J. Valerio
Eugene Van Voorhis

Associates:

Letty Laskowski
Nicole A. Fitzgerald
Amanda R. Insalaco

June 3, 2015

Mr. Michael Weisser
Empire State Compassionate Care, Inc.
c/o Forchelli, Curto, Deegan, Schwartz, Mineo & Terrana, LLP
333 Earle Ovington Blvd., Suite 1010
Uniondale, NY 11553

Re: 1933 Kensington Ave, Cheektowaga, NY

Dear Mr. Weisser:

You have asked us to determine whether the zoning classification for property located at 1933 Kensington Ave, in the Town of Cheektowaga, NY, might allow for a medical marijuana dispensary to be located there.

The property at 1933 Kensington Ave, in the Town of Cheektowaga, NY, involves a parcel with "split" zoning. The westerly approximately one-third (1/3) of the property is zoned Residential and the intended use would not be currently allowed in that portion of the property. You have informed me that the medical marijuana dispensary will be located in the building located on the eastern two-third of the property, which is zoned as "C Retail Business District".

I have spoken with Town of Cheektowaga zoning officials who confirm that a medical marijuana dispensary will be treated like a pharmacy for purposes of zoning classification, and that a pharmacy is a permitted use in a C Retail Business District. They inform me that a medical marijuana dispensary is a permitted use for what is approximately the easterly two-thirds of the property at 1933 Kensington Ave.

I hope this answers your inquiry. If you have additional questions, please feel free to contact me.

Very truly yours,



Edward M. O'Brien

EMO/



SEE ATTACHED SUPPLEMENTAL 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:

EMPIRE STATE COMPASSIONATE CARE, INC.

Facility Type:

Manufacturing Facility Dispensing Facility

Use and Occupancy Classification:

MERCANTILE GROUP M

Building Construction Type and Classification:

Facility Address:

1933 KENSINGTON AVENUE
CHEEKTOWAGA NY 14225

Primary Contact Telephone number:

(305) 494-3388

Primary Contact Fax number:

(516) 248-1729

PART I – ARCHITECTURAL PROGRAM & CONSTRUCTION TIMELINE:

Applicant shall identify planning requirements, including but not limited to:

- TOWN BOARD APPROVAL
- PLANNING BOARD APPROVAL
- ZONING BOARD OF APPEALS APPROVAL
- PREPARATION OF CONSTRUCTION DOCUMENTS
- BUILDING PERMIT
- BIDDING PHASE
- CONTRACT AWARD PHASE PER EACH APPLICABLE CONTRACTOR (Identify all that apply)
- COMMENCEMENT OF CONSTRUCTION
- COMPLETION OF CONSTRUCTION
- CONSTRUCTION IS COMPLETED



Appendix B – Architectural Program

PART II – SITE PLAN(S)

Applicant shall provide the appropriate details for each of the following by identifying the location and dimension on the Site Plan attached to the application for each building location.

- Entrance and Exits
- Public Parking Spaces
- Staff Parking Spaces
- Accessible Parking Spaces
- Accessible Route(s)
- Fire Lane and/or Fire Apparatus Road
- Percentage of Green Space
- Location of Emergency Power Systems
- Loading & Unloading
- Security Gates & Fences

X NA

PART III – ENERGY SOURCES & ENGINEERING SYSTEMS:

Applicant shall provide the following minimum information to outline the specifications relating to the energy sources and engineering systems of each building included in the application.

- Energy Source:
- Natural Gas
 - Solar
 - Oil
 - Other _____
 - Electric
- Engineering Systems:
- Heating System: Type _____, Size _____, Efficiency _____
Ventilation Requirements _____
 - Cooling System: Type _____, Size _____, Efficiency _____
Ventilation Requirements _____
 - Ventilation & Humidification Systems:
Type _____, Size _____, Efficiency _____
Ventilation Requirements _____
 - Electrical Distribution Available _____
 - Water Supply: Municipal Water Service _____ or Private Well Water _____
 - Sewage: Municipal Sewer System _____ or Private Septic System _____
 - Emergency Power System:
Type _____, Size _____, Efficiency _____

X EXISTING



Appendix B – Architectural Program

PART IV – BUILDING CODE COMPLIANCE: (pages 3-13)

CHECK ALL APPLICABLE CODES FOR THE FACILITY

- 2010 BUILDING CODE OF NYS
- 2010 FIRE CODE OF NYS
- 2010 PLUMBING CODE OF NYS
- 2010 MECHANICAL CODE OF NYS
- 2010 FUEL GAS CODE OF NYS
- 2010 PROPERTY MAINTENANCE CODE OF NYS
- 2010 ENERGY CONSERVATION CONSTRUCTION CODE OF NYS
- 2012 IECC COMMERCIAL PROVISIONS
- 2010 EXISTING BUILDING CODE OF NYS
- NEC NATIONAL ELECTRIC CODE, (Specify Applicable Version)
- 2014 NY CITY CONSTRUCTION CODE
- 2008 NY CITY CONSTRUCTION CODE
- 1968 NY CITY CONSTRUCTION CODE
- NFPA 101-06 LIFE SAFETY CODE
- ICC/ANSI A117.1-03 ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES
- OTHER



Appendix B – Architectural Program

Select Project

Type:

Check all that apply.
Refer to the Existing
Building Code for
definitions.

- New Building
- Repair
- Alteration Level 1
- Alteration Level 2

- Alteration Level 3
- Change of Occupancy
- Addition
- Historic Building

- Demolition
- Chapter 3. Prescriptive Compliance Method
- Chapter 13. Performance Compliance Method

Select Work

Involved:

Check all that apply.
Abatement/Environmental
Fire Alarm

- General Construction
- Roofing
- Asbestos
- Fire Alarm

- Structural
- Mechanical
- Plumbing
- Electrical

- Site Work
- Sprinkler
- Elevators
- Other: NO WORK REQUIRED

CODE COMPLIANCE REVIEW

Applicant shall provide all applicable information in regards to the code topic and section listed below.

- 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.**
- 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**
- 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	309.1	Use & occupancy of this facility. Identify all applicable materials, class and quantities regarding Table 307.1.	Mercantile Group M	Mercantile Group M



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code' (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
2	Combustible Storage	413		All combustible storage areas and rooms, as per applicable Building and Fire Codes. Identify all combustible stored materials, area and room dimensions, all required fire separations, and exit requirements.	NA	
3	Hazardous Materials	414		All hazardous materials stored or used as per applicable Building and Fire Codes. Identify all combustible stored materials, area and room dimensions, all required fire separations, and exit requirements.	NA	
4	Hazardous Materials Control Areas	414.2		Provide additional information indicating number, size, materials stored, and quantity of each material.	NA	
5	Building Area & Height	501-507		Provide the building area & height Provide all calculations and cite applicable code sections for increased Building Area & Heights allowed per building code(s).	NA	
6	Incidental Use Areas	508.2		Identify all Incidental Use Areas and required fire separation of occupancies on Building Plans.	NA	



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code' (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
7	Mixed Occupancies	508.3		Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	NA	
8	Nonseparated Uses	508.3.2		Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	NA	
9	Separated Uses (Ratio < 1)	508.3.3		Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	NA	
10	Construction Classification	602		Provide Construction Classification per each building included in Application.	NA	
11	Fire Resistance Rating Req'm't for Building Elements	Table 601		Provide Fire Resistance Rating per each building element as per Table 601. Identify rating & elements on Building Plans.	NA	



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
12	Exterior Wall Fire-Resistance Rating	Table 602		Identify required fire resistance rating of exterior walls on Building Plan(s).	NA	
13	Exterior Fire Separation Distance	Table 602		Identify required fire separation distance of exterior walls between Buildings on Plan.	NA	
14	Fire Walls	705		Provide code information and identify all applicable required Fire Wall(s) and fire resistance requirement on Building Plans.	NA	
15	Fire Barriers	706		Provide code information and identify all applicable required Fire Barrier(s) and fire resistance requirement on Building Plans.	NA	
16	Shaft Enclosures	707		Provide code information and identify all applicable required Shaft Wall(s) and fire resistance requirement on Building Plans.	NA	
17	Fire Partitions	708		Provide code information and identify all applicable required Fire Partition(s) and fire resistance requirement on Building Plans.	NA	



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code' (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
18	Horizontal Assemblies	711		Provide code information and identify all applicable required Horizontal Assemblies and fire resistance requirement on Building Plans.	NA	
19	Fire Protection: Sprinkler System	903		Indicate Type of Sprinkler System: <input 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.	NA	
20	Alt. Fire Extinguishing System	904		Provide code information of all applicable requirements for Alternative Automatic Fire-Extinguishing Systems with code section(s) cited.	NA	
21	Standpipe System	905		Provide code information of all applicable requirements for Standpipe Systems with code section(s) cited.	NA	
22	Fire Alarm & Detection Systems	907		Provide code information of all applicable requirements for Fire Alarm System(s) with code section cited. Indicate Type of Fire Alarm System <input type="checkbox"/> Addressable <input type="checkbox"/> Hardwired (zoned)	NA	



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
23	Emergency Alarm System	908		Provide code information of all applicable requirements for Emergency Alarm Systems with code section cited.	NA	
24	Fire Department Connections	912		Identify Fire Department connections in accordance with NFPA applicable standard.	NA	
25	Exits	1001.1 & 2		Identify on the Building Plans and documents, per each door, the following information: door width, door height, direction of swing, type of construction, hourly rating, and door closures.	NA	
26	Occupant Load	1004 & Table 1004.1.1		Identify the use/name of each room, dimensions of each room, and Occupant Loads per each room on the Building Plans.	NA	
27	Egress Width	1005		Provide egress widths & cite applicable code section(s) and requirement(s) on the Building Plans	NA	
28	Accessible Means of Egress	1007.1		Provide accessible means of egress as per Section 1007 & cite applicable code section(s) and requirement(s) on the Building Plans.	NA	



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code' (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
29	Doors, Gates, and Turnstiles	1008		Means of egress doors shall meet the requirements of this section.	NA	
30	Interior Stairs	1009		Identify the following information for each stairway on the Building Plan(s): the width of stairways; the height, width, depth and number of risers and treads; dimensions of landings; stairway construction type; and handrail height.	NA	
31	Ramps	1010.1		Identify the following information of each ramp, on the Building Plan(s): width; total vertical rise; length of ramp; and handrail height.	NA	
32	Common Path of Travel	1014.3		Identify on the Building Plan(s): the length of the "Common Path of Travel" per each room as per applicable building code requirements.	NA	
33	Exit Doorway Arrangement	1015		Identify on the Building Plan(s): applicable building code requirements for all Exits and Exit Access Doorways per each room and required exits in all buildings.	NA	
34	Corridor Fire Rating	1017.1		Identify, on the Building Plan(s): all corridors with required fire resistance and the applicable fire rating.	NA	



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code' (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
35	Corridor Width	1017.2		Identify on the Building Plan(s): the width of all corridors. Provide applicable code section(s) and requirement(s).	NA	
36	Dead End Corridor	1017.3		Corridors shall not exceed the maximum dead end corridor length as per applicable code.	NA	
37	Number of Exits and Continuity	1019		Identify on the Building Plan(s): required number of exits, continuity and arrangement as per the applicable code requirements.	NA	
38	Vertical Exit Enclosures	1020		Identify on the Building Plan(s): all applicable code requirements for each Vertical Exit Enclosure.	NA	
39	Exit Passageways	1021		Identify on the Building Plan(s): all applicable code requirements for each Exit Passageway.	NA	
40	Horizontal Exits	1022		Identify on the Building Plan(s): all applicable code requirements for each Horizontal Exit.	NA	



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code' (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
41	Exterior Exit Ramps & Stairways	1023		Identify on the Building Plan(s): all applicable code requirements for each exterior exit ramps and stairways.	NA	
42	Exit Discharge	1024		Identify on the Building Plan(s): all applicable code requirements for each Exit Discharge.	NA	
43	Accessibility	1101.1 - 1110 & ICC/A117.1(03)		Identify on the Building Plan(s): all applicable code requirements such that the design and construction of each building/facility provides accessibility to physically disabled persons.	NA	
44	Energy Conservation	2010 NYS ECCC & IECC 2012		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).	NA	
45	Emergency & Standby Power	2702.1		Identify emergency & Standby Power locations and specifications of the system to be provided.	NA	
46	Smoke Control Systems	2702.2.2		Identify the Standby power for smoke control systems in accordance with Section 909.11 of NYS Building Code.	NA	



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
47	Plumbing Fixture Count	2902.1		Identify on the Building Plan(s): the minimum plumbing facilities as per applicable plumbing code(s).	NA	
48	Available Street Water Pressure			Provide the available street or well water pressure.	NA	
49	Fire Apparatus Access Road	FC503.1		Identify on the Site Plan: Fire Apparatus Road, Fire Lane and other Fire Service requirements per applicable Building and Fire Codes.	NA	

17. Appendix B -- Architectural Programs

EMPIRE STATE COMPASSIONATE CARE, INC.

Financial Statements

May 31, 2015

EMPIRE STATE COMPASSIONATE CARE, INC.

Table of Contents

May 31, 2015

	PAGE
INDEPENDENT AUDITORS' REPORT	1
 FINANCIAL STATEMENTS	
Balance Sheet	2
Statement of Operations and Accumulated Deficit.....	3
Statement of Cash Flows	4
 NOTES TO FINANCIAL STATEMENTS	 5-6

INDEPENDENT AUDITORS' REPORT

The Directors and Stockholder
Empire State Compassionate Care, Inc.
Uniondale, New York

We have audited the accompanying balance sheet of Empire State Compassionate Care, Inc. as of May 31, 2015, and the related statements of operations and accumulated deficit, and cash flows for the period April 13, 2015 (inception) through May 31, 2015.

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 misstatements, whether due to fraud or error.

Auditors' 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 auditors' 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 statements referred to above present fairly, in all material respects, the financial position of Empire State Compassionate Care, Inc. as of May 31, 2015, and the results of its operations and its cash flows for the period April 13, 2015 (inception) through May 31, 2015 in accordance with accounting principles generally accepted in the United States of America.

Raich Ende Malter & Co. LLP

RAICH ENDE MALTER & CO. LLP
East Meadow, New York
June 3, 2015

EMPIRE STATE COMPASSIONATE CARE, INC.

Balance Sheet
May 31, 2015

ASSETS

Current Assets

\$ -

LIABILITIES AND STOCKHOLDER'S EQUITY

Current Liabilities

Accounts payable

\$ 226,804

Due to stockholder

69,800

296,604

Stockholder's Equity

Common stock - no par value - 200 shares authorized,
issued, and outstanding

200

Accumulated deficit

(296,804)

(296,604)

\$ -

EMPIRE STATE COMPASSIONATE CARE, INC.

*Statement of Operations and Accumulated Deficit
For the Period April 13, 2015 (Inception) Through May 31, 2015*

Operating Expenses	
Legal and accounting	\$ 212,271
Consulting fees	<u>84,533</u>
	<u>296,804</u>
Net (Loss)	(296,804)
Accumulated Deficit - beginning	<u>-</u>
Accumulated Deficit - end	<u>\$ (296,804)</u>

EMPIRE STATE COMPASSIONATE CARE, INC.

Statement of Cash Flows

For the Period April 13, 2015 (Inception) Through May 31, 2015

Cash Flows from Operating Activities

Net (loss)	\$ (296,804)
Adjustments to reconcile net (loss) to net cash (used) by operating activities:	
<i>Changes in operating liabilities:</i>	
Increase in accounts payable	<u>226,804</u>

(70,000)

Cash Flows from Financing Activities

Proceeds from stockholder loan	69,800
Proceeds from issuance of common stock	<u>200</u>

70,000

Net Increase in Cash

-

Cash - beginning

-

Cash - end

\$ -

EMPIRE STATE COMPASSIONATE CARE, INC.

Notes to Financial Statements
May 31, 2015

1 - THE COMPANY

Empire State Compassionate Care, Inc. (the "Company") was incorporated in the State of New York in April 2015 for the purpose of applying for and obtaining registration with the New York State Department of Health's Medicinal Marijuana Program to become a licensed grower and distributor of medicinal marijuana in the State of New York (the "Application").

2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

- a. **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 reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the balance sheet and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.
- b. **Cash Equivalents** - Cash equivalents include liquid investments, if any, with maturities of three months or less at the time of purchase.
- c. **Revenue Recognition and Accounts Receivable** - The Company recognizes revenue upon delivery to the customer at its dispensary facility, net of estimated returns. No revenue has been earned since inception.
- d. **Income Taxes** - The Company intends to elect to be taxed as a Subchapter S corporation under the provisions of the Internal Revenue Code and applicable state statutes. Accordingly, the Company will be treated for income tax purposes substantially as a partnership instead of as a corporation and, therefore, no provision has been made for federal or state income taxes.
- e. **Start-Up Costs** - Start-up costs are expensed as incurred.

3 - RELATED PARTY TRANSACTIONS

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

4 - COMMON STOCK

During the period April 13, 2015 (inception) through May 31, 2015, the Company issued 200 shares of no par value stock to its sole stockholder for \$200.

5 - COMMITMENTS AND CONTINGENCIES

The Company is obligated on various agreements for consulting services as follows:

- a. Advice and counsel in the development and implementation of an overall security plan. The Company is obligated to pay \$15,000 per month from June through July 2015, and \$10,000 per month from August 2015 through April 2016 if the Company receives a New York State license. The Company is also obligated to pay its Chief Security Officer \$75,000 per year if they receive a New York license.
- b. Advisory and lobbying services, including advocacy and representation before New York State Government branches; monitoring and analysis of new and pending legislation. The Company is obligated to pay \$30,000 per month from June 2015 through July 2015.
- c. The Company is obligated to pay a public relations firm \$15,000 per month from June 2015 through July 2015.
- d. The Company engages various other professionals on an hourly basis to assist in the completion of its Application.

6 - SUBSEQUENT EVENTS

Subsequent events have been evaluated through June 3, 2015, the date the financial statements were available to be issued.

COMMITMENT LETTER

Lender: MICHAEL H. WEISSER

Borrower: EMPIRE STATE COMPASSIONATE CARE, INC.

Date: May 28, 2015

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

A handwritten signature in black ink, appearing to read 'M. H. Weisser', enclosed within a large, loopy circular flourish.

MICHAEL H. WEISSER

JEROME MOSKOWITZ, EA
Accountant
17971 Biscayne Boulevard
Suite 114
North Miami Beach, Fl 33160
Phone: 305-944-7285

May 26, 2015

TO WHOM IT MAY CONCERN:

I have examined the attached financial statement of Michael H. Weisser and that in accordance with generally accepted accounting principles it is true, accurate and correct.

Respectfully submitted,



JEROME MOSKOWITZ, Accountant

Michael H. Weisser

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