FAR(M)ED NEW YORK, LLC

Executive Summary

Please find here the Far(m)ed New York, LLC Application for Registration as a Registered Organization from Far(m)ed NY, LLC for consideration by the Commissioner of the New York State Department of Health under Public Health Law (PHL) § 3365.

Far(m)ed New York, LLC (pronounced “Farm-Med”) is a family-owned and operated medical marijuana business based in Western New York that is committed to providing state-approved patients with safe, standardized, and effective medical marijuana products. Far(m)ed goes beyond the traditional medical marijuana operation to one that focuses on isolating and compounding the curative elements of medical marijuana to produce consistent and reliable products for patient use. Additionally, Far(m)ed is committed to providing rewarding careers and full-time employment positions with full benefits to qualified individuals at our facilities in Western New York. What sets Far(m)ed further apart is our medical and science-based approach to providing and advancing the pharmacological understanding of medical marijuana treatments. We have the expertise, professional associations, and Western New York track record that will allow us to advise doctors and patients so that, together, they can make smart and reasoned health decisions. In addition, we have the expertise and associations to organize, execute, and assess research-level clinical trials that will allow us to advance the biopharmacological understanding and use of medical marijuana.

The heart of Far(m)ed is the team who own it, Dr. Amar Atwal MD and Dr. Ephraim Atwal MD. Having both an in-depth understanding and historical perspective on specific medical needs of patients in Western New York, the Drs. Atwal have a proven track record of medical and business experience in operating complex, medically based facilities.

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Far(m)ed is patient-focused and doctor-driven. Far(m)ed will be guided by its leadership’s commitment to patient care and to expanding the knowledge and training of physicians with regard to state-approved medical marijuana products. For this reason, Far(m)ed will create an advisory committee of local doctors, who will collaborate with us to ensure our patient-focused vision is complete and faced forward. Additionally, Far(m)ed will be partner with Kaleida Health, Catholic Health System, Cancer Care of Western New York, and CCS Oncology, as well as researchers to design, execute, and analyze clinical trials. Through these trials, it is our goal to develop data that will lead the use of medical marijuana in the treatment of specific diseases and conditions. To advance this effort, our manufacturing, extraction, and quality assurance activities for reformulating medical marijuana components into brands for patients will be lead by a cannabinoid research scientist who is currently licensed by the DEA.

By combining their deep roots in agriculture and a passion for excellence in patient care, the Drs. Atwal present a unique confluence of skills, experience, and commitment that will shape every aspect of managing Far(m)ed’s medical marijuana facilities – from manufacturing reproducible medical marijuana product brands to providing the highest standard of patient services. Far(m)ed will be able to produce approved medical marijuana products in sufficient quantities to meet projected patient needs, as well as comply with all applicable state laws and regulations. In order to more fully serve patients, our facilities will be accessible to citizens across the Western New York region, a region where we are well known and respected as established members of the medical community.

We brought together an impressive set of experts to design and manage Far(m)ed’s operations and security. Among them is the Good Meds Network, an experienced operator in Colorado who has a demonstrated track record of producing some of the most effective strains in Colorado’s medical marijuana program. Dr. Pritesh Kumar of [hyperlink], a world-renowned PHD pharmacologist and cannabinoid research scientist, has designed the extraction, formulation, and quality assurance laboratories for Far(m)ed. Dr. Kumar brings cutting-edge cannabinoid research and quality safety and purity standards unparalleled anywhere else in the world. We have partnered with the nationally-recognized expert in the industry MJ Freeway and New York state security specialist Peter Vito to design secure facilities and implement a fully compliant set of security operations and transportation protocols for every aspect of the operation.

Contained here you will find a comprehensive description of every stage of our proposed operation, from seed-to-sale, with particular emphasis on patient-centered care, community safety, and quality control. We have carefully and completely addressed each of New York’s medical marijuana regulations and related legal compliance, in many instances exceeding these requirements.
We believe that our application presents a unique opportunity to register an organization that combines patient-centered care, cutting edge science and premier security. The Department of Health can trust that we will accomplish all the plans contained herein. We appreciate the opportunity to submit this application to the Department, and look forward to serving patients in New York.

Sincerely,

Far(m)ed New York, LLC
Our Mission

Far(m)ed LLC is a Western-New York based, patient-focused, doctor-driven provider of safe, standardized, and effective medical marijuana products and research. Far(m)ed will cultivate, extract, and formulate the useful THC and CBD extractive products from medical marijuana by combining world-renowned experts with the most sophisticated technology. Far(m)ed LLC is committed to producing and researching only the most efficacious and reliable cannabinoid products for patient use, while adhering to the strictest safety and scientific standards to advance understanding of how cannabis helps people.

Who we are:

Founders and owners Dr. Amar and Dr. Ephraim Atwal share a longstanding commitment to the communities of Western New York State, which they will infuse into every aspect of Far(m)ed’s patient-focused services. This team share 40 years of experience in, as well as deep roots in local agriculture.

What we do:

Far(m)ed will develop high-quality medical marijuana products, ensuring that it is done in a responsible and safe manner consistent with community priorities. Far(m)ed will also partner with local and regional leaders in the Western New York medical community to develop clinical trials, open new areas of understanding, and establish effective marijuana-based ameliorative and palliative treatments for patients suffering from an array of debilitating medical conditions.
Far(m)ed Team Biographies and CVs
Dr. Amar Atwal, MD

Amar Atwal, MD is the .

, Dr. Amar Atwal received his doctorate from Postgraduate Institute of Medical Education and Research in Chandigarh, India. He . to begin his Internship at Mercy Hospital and then completed a residency in Neurology and Ophthalmology at the E.J. Meyer Memorial Hospital.

Dr. Atwal has specialized in refractive procedures since 1986 when he performed his first R.K. procedure. In 1996, after the approval of the Excimer Laser in the United States, Dr. Atwal also specializes in "no stitch" incision cataract surgery with premium multi-focal intraocular lenses, glaucoma treatment and surgery.

He is a member of the American Academy of Ophthalmology, the New York State Ophthalmological Society and the American Society of Cataract and Refractive Surgery. He was also awarded the “Gold Medal Award of India” recognizing him for his charity work.
Dr. Ephraim Atwal

Ephraim Atwal, MD is an Ophthalmologist specializing in traditional and laser assisted cataract surgery, functional and cosmetic lid surgery, laser vision correction, glaucoma treatment and surgery, corneal transplants, medical retina and other laser procedures.

18-year-old Dr. Atwal attended and received his doctorate from the second oldest university in Europe, Jagiellonian University, in Krakow, Poland. He completed a Fellowship with world renowned researcher, Dr. Herbert Kaufman at Louisiana State University. Under the direction of Dr. Kaufman, they performed animal studies focused on new medications and modalities for the treatment of Herpes Simplex keratitis, stromal ectasia, corneal transplants, endothelial cell preservation and developing new animal models for pharmaceutical delivery. He completed his Internship in Internal Medicine at the Ochsner Clinic Foundation in New Orleans, and his Ophthalmology Residency at the Ochsner/ Louisiana State University School of Medicine in New Orleans, Ophthalmology Program.

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In his commitment to driving local community service, Dr. Atwal donates all of his consulting stipends to various Western New York charities.

Dr. Atwal sits on the international Board of Directors for Unite4: Good Foundation, a not for profit intended to inspire global citizens to embrace positivity and acts of kindness, leading to worldwide collaboration and good will. The aim is to achieve it through community programming, partnerships, socially conscious media, entertainment, and innovative technology. Together, the foundation unites individuals, organizations, businesses and communities under the common theme of kindness.
Kristi Kelly

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commitment to developing a strong framework for the safe and regulated medical marijuana environments has translated into participation in policy development at the local and state levels on numerous regulations, including safe banking access for state-licensed medical marijuana businesses. Compliance, business operations, retail operations and policy are the cornerstones of her efforts.

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her achievements include:

- Winner of 2014 Denver High Times Cannabis Cup for Best Medical Hybrid
- Nearly perfect customer satisfaction ratings on Weedmaps, Yelp, Google
- Hemp Connoisseur – “12 industry trailblazers” (2011)
- Colorado Governor Hickenlooper’s A64 Rulemaking Committee for Taxation (2013)
- Participant on the Denver Lobbying Delegation with City Attorney, Chief of Police and other lobbyists as only medical marijuana representative to enter in discussions with the Treasury Department and Department of Justice regarding about marijuana banking safety issues in Washington, DC (2013)
- NCIA Lobbying delegation to meet w/ US Congress to discuss banking and taxation issues in Washington, DC (2012)
- Denver Marijuana Advertising Workgroup (2011)
- Consulting Highlights!
- Participated in a year-long effort to support the submission of 9 applications (with 3 granted licenses) on behalf of an Illinois group, including site selection, collaboration with lobbyists, creating operations protocols, policies, conceptual facility designs, site specifications, business plan strategy and development, and technical writing for state applications.
John Knapp

A pioneer in the medical marijuana field, John Knapp is a trained industrial engineer and entrepreneur, as well as an expert in efficiency management, supply chain management, and production logistics. Knapp has consulted on over a dozen projects in five states, Canada, and South America on industry matters. By combining his engineering and business experience with a commitment to patient-focused services, Knapp has greatly contributed to raising standards of safety and excellence across the medical marijuana industry.

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Times Cannabis Cup with his Pure Power Plant. In 2013, Good Meds’ cultivation success was featured on the television news magazine “60 Minutes.”

Knapp earned a Bachelor of Science in Industrial Engineering at Western Michigan University. His paper, “Analysis of Forecasted Capacity Utilization Through a Simulated Environment of an Outpatient Pharmacy,” was awarded first place at the Institute of Industrial Engineers Regional Conference.
Pritesh Kumar

Pritesh Kumar is a cannabinoid research scientist and consultant trained in ensuring Quality Assurance/Quality Control (QA/QC), current Good Manufacturing Practices (cGMP), current Good Production Practices (GPP), and current Good Laboratory Practices (cGLP) of pharmaceutical products and Active Pharmaceutical Ingredients (APIs). Pritesh has conducted medical cannabinoid research as it pertains to the cannabinoid receptor 2 (CB2). Specifically, Mr. Kumar performs pharmacological testing of FDA approved drugs as potential ligands for CB2, investigates the pharmacology of cannabidiol (CBD) for CB2 and is responsible for all aspects of managing the laboratory as well as QA as it pertains to sampling, handling, storage, managing complaints, recalls, and testing of cannabinoid drugs.

Furthermore, Mr. Kumar currently performs QC studies on a variety of synthetic cannabinoid compounds (e.g. CP-55,940, HU-210, WIN55212-2) to ensure purity which he uses for his research. In addition to his current research, Mr. Kumar was one of a handful of individuals to be awarded a fellowship from the National Institute of Environmental Health Sciences (NIEHS) in 2012.

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His current research focus on cannabinoid pharmacology and experience managing laboratories combined with his extensive quality control skill set are ideally suited for this position.

Mr. Kumar has extensive experience preparing documentation pertaining to medical marijuana license acquisition in both Canada and the United States and advises clients on issues regarding laboratory facility design / optimization, proper laboratory equipment for cannabis testing, analytical methodology for cannabinoid analysis and separation, pharmacology of cannabis-based therapeutics, maintaining a QA system to ensure compliance.

Peter Vito
From his early work as Deputy Sheriff of Erie County to [REDACTED], Peter Vito has extensive experience in law enforcement, secure information services, forensics, and private, transportation, and business security. [REDACTED]

[REDACTED], Vito also served as the Commissioner of Police Services in Erie County, NY. While serving, he was responsible for all operations of the Central Police Services, including the forensic labs, the “Stop DWI” Program, Homeland Security services, and all police information technology services. Vito formed the warrant squad and led entry teams that resulted in the arrests of 200 felons.

As Commissioner of Probation for Erie County’s Conditional Release Program, Vito reviewed inmate files to determine inmate eligibility for conditional release. After founding Corporate Northeast Security Services and Extra Mile Transportation, Vito oversaw over 150 employees and directed a security firm dedicated to freight and transportation security.

While serving as an investigator at the Niagara County District Attorney’s Office, Vito supervised investigators and conducted undercover investigations involving narcotics traffickers in Erie and Niagara Counties.
CURRICULUM VITAE

Amar Atwal, M.D.
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Date of Birth:  
Citizenship:  

EDUCATION

1. D.A. College, Jullundur, Pb., India    Pre Medical  1963-1965
2. Gov’t Medical College, Patiala, Pb., India  M.B., B.S.  1965-1970
3. Post-graduate Institute of Medical Education and Research, Chandigarh, India
4. Mercy Hospital, Buffalo, New York  Rotating-O  July 1972
  Internship  June 1973
5. E.J. Meyer Memorial Hospital  Residency  July 1973
  Buffalo, New York  Neurology  June 1975
6. E. J. Meyer Memorial Hospital  Residency  July 1975
  Buffalo, New York  Ophthalmology  June 1978

BOARD CERTIFICATION

Diplomat of the American Board of Ophthalmology  November 1979

MEMBERSHIPS

American Academy of Ophthalmology
New York State Ophthalmological Society
American Society of Cataract & Refractive Surgery

DIRECTORSHIPS

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PUBLICATIONS

Pseudointernuclear Ophthalmoplegia in Acute Polyneuritis; Archives of Neurology, May 1976

Comparative Study of Ophthalmodynamometry and Doppler-Ultrasonography in Cerebrovascular Disease; Reflections and Engineering in Medicine, 1977

The Use if FEIBA (Factor Eight Inhibitor Bypassing Activity) In Cataract Extraction in Hemophilia A Patient with Inhibitor; Journal of Medicine, 1983

Contributor to Clinical Sign in Neuro-Ophthalmology; by Bernard Smith
**Worldwide Contributions, Awards & Honors**

- **Pride of India Gold Medal: NRI Institute** – for distinguished services by Honorable Dr. Abid Hussain, Ambassador of India to U.S.  
  July 1991
- **International Award – General Pulaski Association** – for volunteering medical services to people of Poland.  
  September 1992
- **Hon. Chairman – Sight for Poland Mission**
- **Recognition for Service to Senior Citizens Award – County of Erie** 1992
- **Contributions to the Polish-American Community – Polish American Congress** 1993
- **Mission to Cuba – comparing U.S. Health Services to Cuban Health Services** 1993
- **Brought Cuban Ophthalmologists back to the United States for training on more efficient surgical methods/procedures in the Buffalo Ambulatory Surgery Center** 1993
- **Recognition by Pope John Paul II in Vatican City for Humanitarian work** 1994
- **Humanitarian Award – Town of Cheektowaga** 1994
- **Citizen of the Year – Town of Cheektowaga Chamber of Commerce** 1995
- **Olympic Torch Relay participant**  
  June 1996
- **Traveled to Russia and met with Dr. Fyodorov, an Ophthalmologist, politician and professor, to exchange ideas on cataract procedures and refractive surgery** 1996
- **Humanitarian Work Across the World – Polish American Congress** 2005
- **Board of Directors – “Eyes on America”** 2015

**Farming Experience**

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CURRICULUM VITAE

Ephraim Singh Atwal, M.D.

Date of Birth: [Redacted]
Citizenship: [Redacted]

EDUCATION

1. Jagiellonian University, Krakow, Poland MD 1996 - 2003
   Research Experience, SUNY Buffalo Research Assistant 2003
   Alongside Federico Gonzalez-Fernandez MD, research into the functional status and
   structure of intraretinal binding protein (IRBP), a protein responsible in the
   modulation of gene expression and overall development of the embryo.

2. Louisiana State University, Fellow 2006 - 2007
   Under the direction of Herbert Kaufman MD, focused on translational research.
   Daily lab work and animal studies focused on new medications and modalities for
   the treatment of Herpes Simplex keratitis, stromal ectasia, corneal transplants, and
   endothelial cell preservation. Pharmaceutical work included drug delivery
   modalities, animal model development, and original studies including antiviral
   medication efficacy, disease pathogenesis, and drug delivery vehicles.

3. Ochsner Clinic Foundation Internal Medicine July 2007 –
   June 2008

4. LSU/Ochsner Ophthalmology Program Residency July 2008 –
   June 2011
   Responsibilities: EyeSi Surgical Simulator Coordinator 2009-2011

PUBLICATIONS

Atwal’s Balanced Approach for Glaucoma Filtration Surgery;
Ocular Surgery News, September 2005

Efficacy of a helicase-primase inhibitor in animal models of ocular herpes simplex virus type 1


Dropless Surgery Using a Pars Plana Approach
Ocular Surgery News, June 2015
PRESENTATIONS

International Congress on Glaucoma Surgery, Toronto, Canada 2006: ABA Procedure

ARVO 2006: Enhanced Green Fluorescing Protein HSV-1 Keratitis With Healing Time Correlation in Rabbit Models


Efficacy of a Helicase-Primase Inhibitor in Animal Models of Ocular HSV-1 Infection, ARVO 2006, E.D. Varnell1 et al

Regulation of Primary Herpes Stromal Keratitis (HSK) by Human Apolipoprotein E (ApoE) Alleles 3 and 4 in the Mouse Eye, ARVO 2006, P.Bhattacharjee et al

Human Apolipoprotein E (ApoE) Allele 4 Regulates the Resolution and Recurrence of HSV Stromal Keratitis (HSK) in the Mouse Eye, ARVO 2006, J.M. Hill et al

WORK EXPERIENCE

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DIRECTORSHIPS

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PROFESSIONAL MEMBERSHIPS

Lifetime Member Association for Research in Vision and Ophthalmology (ARVO) 2003-Present
American Farm Bureau 2005-Present
New York Farm Bureau 2005-Present
American Academy of Ophthalmology (AAO) 2007- Present
American Society of Cataract and Refractive Surgeons (ASCRS) 2011- Present
Cornea Society 2011-Present
New York State Ophthalmological Society (NYSOS) 2011-Present
Buffalo Ophthalmologic Society (BOS) 2011-Present
Americans for Safe Access 2015-Present
National Cannabis Industry Association 2015-Present
Society of Cannabis Clinicians 2015-Present

BOARD MEMBERSHIPS

Unite 4: Good Foundation: National Board of Directors Member
Unite 4: Buffalo: Chairman of the Board of Directors
Eyes on America: Board of Directors Member
MEDICAL SABBATICALS

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LICENSURE

New York State Medical License Number: 260573
Letters of Support (Local Communities and Medical Community)
New York State Department of Health
Corning Tower
Empire State Plaza
Albany, NY 12237

May 31, 2015

Re: Far(m)ed New York, LLC

To Whom It May Concern,

It is an honor and a privilege to share with you, the love and respect I have for both Dr. Amarjit Atwal and Dr. Ephraim Atwal. I have known both Dr. Amarjit Atwal – whom I refer to as Uncle, and Dr. Ephraim Atwal – who is more a brother than a friend, since I was 8 years old. I have cherished the past three intimate decades I have spent growing with the Atwal Family, and subsequently I am confident that I am a dependable source of reference on all aspects of their lives, both professional and personal.

At the time we first met, I got to know his entire family very quickly as they were engaging and radiated inescapable love and energy. It is important to mention, that Ephraim had difficult choices to make early in his life, and one of them was whether to pursue a career or to become a healer. At the time of his decision, Life decisions are often character defining, and even as a young teenager, he displayed maturity and wisdom, which has only increased throughout his adult life. He has persevered through challenges, and has a moral compass that always points him in the direction that improves not only his extended family, but also arborizes throughout his neighboring communities to developing countries. Ephraim has dedicated the first third of his life to developing the skills necessary to optimize his potentials and maximize his ability to serve, and now as he has entered the middle third, he is executing at an exhausting rate with service to the Western New York community as a physician and a leader in the field of Ophthalmology. He manages to travel across the country and abroad, giving expert level seminars in Ophthalmology, as well as cultivating thousands of acres of farmland across the state producing crops.
The ethical standards and love Ephraim was reared with and has developed, coupled with his work ethic and his worldly experiences have produced a healer, farmer, and friend that is truly unparalleled and fortunately he is devoted to a lifetime of service to Western New York. He is an honest, loving, and dependable man who patients adore, staff love working for, and whose laugh can be heard from across town. There are several characteristics that make him unique as a physician, and one of them is his interest in so many things outside of medicine. As physicians, we often have little time to develop any interests outside of healthcare, but Ephraim will talk to you about ☑️ ☑️ ☑️ ☑️ ☑️ ☑️ ☑️ ☑️ ☑️ and which tractor is best for corn farming with comprehensive knowledge and experience on each topic.

☐☐☐ Amar defines resilience, wisdom, caring, love and humility. A self made man with goals that he has far surpassed. A lifetime of dedication to Western New York, the Atwal name is known and respected throughout the region. ☐☐☐ I can remember countless occasions meeting patients he had helped, and listening to them speak of him is one of the reasons I also chose to pursue a career in medicine. ☐☐☐ Amar succeeded in becoming an expert Ophthalmologist, despite cultural barriers and financial stress, his greatest achievement was his ability to ☐☐☐ ☐☐☐ and more importantly ☐☐☐ ☐☐☐ despite his difficult work schedule. ☐☐☐ believes in service, morality and love for his peers, and this is what has given him the energy to travel the world teaching his superior surgical techniques, carry the Olympic Torch, be a productive farmer, but most of all making sure these principles never dissipate by producing second and ☐☐☐ ☐☐☐ burning with the same fire to serve. His humility is perhaps one of his most endearing qualities for a man so successful. I remember observing him during surgeries, ☐☐☐ ☐☐☐ ☐☐☐ ☐☐☐ ☐☐☐ ☐☐☐ ☐☐☐ alleviates patient anxieties while he gave them back their sight. Much different than interactions I had observed with other surgeons and their patients.

A novel is what is necessary in any attempt to accurately describe the Atwal’s. It is a difficult request to write words about anyone you love and respect, particularly the Atwal’s since there is so much to tell, and I am certain I have failed to communicate just how special they are in this letter. I urge you to please contact me so that I may share more stories and memories with you to help you know them and assess their characters more precisely. I have absolute faith in both doctors and support them entirely, with knowledge that they have nothing but the best intentions for all of mankind with every action. As a physician who has taken the Hippocratic oath, I give
my complete support in the Atwal application to grow and distribute medicinal marijuana to patients in New York State who will benefit from its use in a controlled and safe environment.

Sincerely,

[Cyrus Loghmanee MD]

President, East Coast Advanced Plastic Surgery

cyrus@ecaplasticsurgery.com
New York Medical Marijuana Program
New York Department of Health
Corning Tower
Empire State Plaza
Albany NY 12237

To Whom It May Concern:

As a physician, my opinions on the benefits of medical marijuana are balanced with the risks of abuse of this drug. I believe that the most important means to guard against these risks, is to involve ethical physician community leaders, who have business experience, to oversee the careful production and distribution of this medication, instead of pure businessmen or entrepreneurs who are not ethically bound by the Hippocratic Oath. My personal experience with Drs. Amar and Ephraim Atwal over the past 7 years as professional colleagues, allows me to endorse their application to the New York’s Medical Marijuana Program with confidence that the citizens of New York State will be protected at the same time that the patients who will benefit are served.

I have known Dr. Ephraim Atwal since he began his medical training as an ophthalmologist in 2008. He exemplified the clinical skills and moral compass, which form the foundation for excellence in medicine. While in training, [redacted], Dr. Amar Atwal, has been the driving force and role model which Ephraim has had the honor to follow. Dr. Amar Atwal and I have become friends, as well as colleagues, over the years. Over his lifetime, he has experienced the quintessential “American Dream,” as an [redacted] having struggled through the challenges of medical training, and then achieving the unparalleled success of the [redacted].

His commitment to his patients, to excellence, and to his community have been the seeds of this success. I have had the opportunity to travel to Buffalo and tour the clinics, operating rooms, and even the family farm. I was truly impressed with the combination of clinical efficiency and organizational leadership across both unique business models, farming and clinical medicine.

Ochsner Medical Center

1514 Jefferson Highway • New Orleans, LA 70121 • phone 504-842-3995 • fax 504-842-5970 • www.ochsner.org
It is my sincere belief, that you could find no better combination of skill sets and moral guidance to implement the Medical Marijuana Program in New York State, than Drs. Amar and Ephraim Atwal. They have farming, production, and distribution skills as well as the medical ethics and clinical practice organizational skills to make this endeavor a humanitarian, political, and social success.

Sincerely,

Pulin Shah, MD
Ochsner Department of Ophthalmology
New Orleans, Louisiana 70121
New York Medical Marijuana
New York Department of Health
Coming Tower
Empire State Plaza
Albany, New York 12237

RE: Ephraim Atwal

Dear Sir or Madam:

I have had the pleasure of knowing Ephraim Atwal for over twenty-five years. Ephraim and I arrived at [redacted] in the [redacted] with Ephraim being a [redacted]. Ephraim quickly established himself as a leader of his peers with his outgoing personality, kind demeanor and intelligence.

Our relationship developed during [redacted] where I had the privilege to come to know his family as they always had an open door to their home. It was at the Atwal household where I discovered Ephraim’s early interest and passion for medicine and technology. Ephraim knew from an early age that he wanted to devote his life’s work to medicine and more importantly helping people. This passion is what led him to make the brave and ambitious decision to bypass undergraduate studies and enroll in an intensive medical training program overseas in Poland. While studying in Europe and having the opportunity to live in and visit some of the most famous cities in the world, Ephraim always made it a point to [redacted].

After graduating from medical school and becoming fully licensed to practice in the United States, Ephraim began a five-year residency in New Orleans, Louisiana working under a very prestigious Ophthalmologist. Ephraim and [redacted] quickly settled into the city of New Orleans with a wonderful and diverse group of friends that I was able to get to know over the five years they spent there.

At the conclusion of his residency in New Orleans, I assumed he and [redacted] would settle in New Orleans and [redacted]. However, Ephraim had other ideas. He confided to me that Western New York was his home and that is where he intended [redacted] and [redacted]. Having the opportunity to practice in almost any city in the United States and choosing Buffalo demonstrated that Ephraim was committed to Western New York and its people.
Ephraim returned to Western New York roughly six years ago and has been an asset not only to my life but to the community at large. He joined [redacted] and took an already strong and stable Eye Care Practice to new levels. His work ethic, commitment and never-ending enthusiasm for new and advanced medical treatments has brought the Practice to new heights and has helped countless members of our community, including my mother, to enjoy a better quality of life due to his advancements in eye care.

Ephraim’s continuing intellectual curiosity and eagerness to learn and help others is what eventually led him to his interest in the medical marijuana industry. Many times during the last year while the Atwals would host various gatherings, I would notice Ephraim on his computer reading. Whenever I would inquire as to what he was reading, the answer was inevitably, “just doing some research on medicinal marijuana”.

The Atwal family, to my knowledge, has been involved in owning and operating farms for many decades. They [redacted] I have witnessed many times during summer afternoons spent on the farms both Ephraim’s and his family’s passion for farming. Upon first hearing of this recent New York medical marijuana program, the Atwals immediately popped into my head as viable candidates. They have owned and operated not only farms for many decades, but also run a highly successful and community impactful business in the highly regulated medical industry. I cannot think of a more fitting merger of Ephraim’s experience in running a medical business combined with his passion for farming. I have no doubt, that if given the opportunity, Ephraim’s passion, responsibility and integrity will shine through in this newly burgeoning industry just as it always has in any other areas of his profession and life and I have full confidence in his ability to operate a safe and secure business.

I urge you to contact me at the above number or address with any questions or for any additional information.

Sincerely,

Jeffrey T. Blair
June 1, 2015

To Whom It May Concern:

I am pleased to write a character reference for Amarjit Atwal M.D., I am a Board certified Psychiatrist. I have known Dr. Atwal since [mask] when we were in medical school [mask]. We reconnected again in Buffalo New York in [mask] when we did our residency at E.J. Meyer Memorial Hospital, which is now Erie County Medical Center. We have a close relationship through our profession and our families.

Dr. Atwal has always been very bright, intelligent, ambitious, loyal, determined, hard working, and creative person. He had the vision to open an out patient Surgery Center for Ophthalmology which over the years has become a premier multi specialty Surgery Center, which employs more than 200 people.

Farming has always been in his blood. He bought a 250 acre farm in the Wilson New York area and over the years increased it to 4000 acres of farm growing corn, bean etc.

He has proved to be extremely successful both as a professional and entrepreneur.

I am writing this reference with great pride and wish him all the success in future adventures.

Yours Faithfully,

[Signature]

Balvinder S. Kang M.D.
June 1, 2015

New York Medical Marijuana Program
New York Department of Health
Corning Tower
Empire State Plaza
Albany NY 12237

To Whom It May Concern:

It is my pleasure to provide this letter of character reference for Dr. Amar Atwal MD, an individual I have known as a colleague and friend for over 20 years. I have found Dr. Amar Atwal to conduct himself both professionally and personally with the highest ethical standards. I would recommend him without reservation in his pursuit of a license under the New York State Medical Marijuana Program.

I have gotten to know Dr. Atwal through our shared professional work in medicine. Although I have recently retired, I have worked as a board certified anesthesiologist for approximately 50 years. I received my medical education at the University of Buffalo, and practiced as an anesthesiologist at Buffalo General Hospital for 30 years, where I specialized in cardiac anesthesiology in addition to serving as a general anesthesiologist. Currently, I am retired from medical practice. After my medical service at Buffalo General Hospital, I practiced anesthesiaology at the Buffalo Ambulatory Surgery Center.

While practicing at surgery center, I had the honor to work alongside Dr. Atwal. Indeed, it is very likely that I have worked in conjunction with Dr. Atwal for nearly every week of the past 20 years. In that time, I regularly observed him provide ophthalmology care that went above and beyond the typical standard of care. Dr. Atwal cares about his patients very much, and regularly provides charitable care and procedures for indigent patients. He is a quiet and wise man, who is also generous with his colleagues. When other doctors have problems or issues with a case, Dr. Atwal is frequently the first fellow physician they turn to for advice or consultation. As a result, he is well respected by his peers.

Dr. Atwal is a kind and compassionate person, friend, and colleague, as well as a fine humanitarian. Having known him for 20 years, I can vouch for his character, and it my pleasure do so with this letter.

Yours truly

[Signature]

Dr. Michael Madden
8304 Silver Fox Court
Williamsville, NY 14221
June 3, 2015

New York Medical Marijuana Program
New York Department of Health
Corning Tower, Empire State Plaza
Albany, NY, 12237

RE: Far(m)ed - Dr. Amar Atwal

Dear Sir/Madam:

It is indeed my pleasure to write this letter of support for the application of Dr. Amar Atwal for the grant of a license to grow medical marijuana. I have known Dr. Atwal since 1972... As a matter of fact his first stop was at my house, because we had very similar upbringings. Later on I came to know him as a friend and unofficial "pastor". During my youth we almost met every week socially and consulted each other on family and community matters and...

I always found him a sincere and loyal friend, truthful and straightforward in his dealings. In dealing with community he was devoid of pettiness, with good ethics and moral character. He was benevolent to his friends and acquaintances and an overall good guy. I never heard anyone make a disparaging remark about him. As he grew rich he became more generous with his money. He did fund-raising to equip a hospital in Poland with modern eye examination and surgical equipment. Contrary to the norms, his rise brought him to be a better person.

Agriculture is so much in his blood that in spite of a sprawling practice... As for myself, I have been a community activist with religious and human relations organizations and have received many recognitions for my dedication and work.

Thank you and best regards,

Sincerely,

Surjit Singh, Ph.D.
(Retd. Prof. of Chemistry, Consultant, Community Activist: Board of Gov. NCCJ-NFJC, NRC, Niag. Sikh Assoc. etc.)
Town and City Support
New York State Department of Health                                      May 27, 2015
Corning Tower                                                      David A. Cuthbert, M.D.
Empire State Plaza                                      Michael Duff, M.D.
Albany, NY 12237                     Dhiren K. Shah, M.D.
                                      William Y. Tong, M.D.
                                      Christina Campolo, MS, RPA-C
                                      Urologic Pathology
                                      William A. Grady, M.D., PhD
                                      John E. Schrecengost, M.D.
Re:  Far(m)ed New York, LLC (the “Company”)                
To Whom It May Concern,                             

I understand that Far(m)ed New York, LLC, an entity founded and owned by Dr. Amar Atwal and Dr. Ephraim Atwal, is applying for a license to operate as a registered organization to manufacture and dispense approved medical marijuana products in New York State in accordance with the New York State Compassionate Care Act and the associated regulations.

After meeting with Drs. Atwal and learning about their approach to patient care, as currently implemented in their medical practice, it is my belief that Drs. Atwal are committed to providing State-approved patients with safe and effective medical marijuana products. Further, the credentials, accomplishments and experience of Drs. Atwal as practicing physicians in the Western New York medical community render them excellent candidates to operate a registered organization pursuant to the New York State Compassionate Care Act.

Cancer Care of Western New York specializes in the treatment for breast, lung, prostate and other cancers. In the event the Company is granted a license to operate as a registered organization, we look forward to working with the Company to offer State-approved patients an array of care options that include State-approved medical marijuana products.

I offer this letter in support of the Company’s application to become licensed as a registered organization and hope that this letter is useful in your review and consideration of their application. If you have any questions, you are welcome to call me at 716-844-5500.

Very Truly Yours,

Dhiren K. Shah, M.D. FACRO
May 21, 2015

New York State Department of Health
Corning Tower
Empire State Plaza
Albany, New York 12237

Re: Far(m)ed New York, LLC (the “Company”)

To Whom It May Concern,

The Catholic Health System, headquartered in Buffalo, New York, is a non-profit healthcare system that provides care to Western New Yorkers across a network of hospitals, primary care centers, imaging centers, and several other community ministries. The System’s mission focuses on treating all people with respect and dignity, and providing comfort in times of greatest need.

I have met with Dr. Amar Atwal, and Dr. Ephraim Atwal, who are well respected local physicians and eye surgeons, and are generally regarded as pillars of their respective communities. Drs. Atwal are also the founding members of Far(m)ed New York, LLC, an entity that is applying for a license to operate as a registered organization to manufacture and dispense approved medical marijuana products in New York State. As part of this venture, Drs. Atwal seek to partner their collective medical expertise with their long family history of engaging in agricultural endeavors, both in California and in New York. I have reviewed the documentation which sets forth their qualifications and credentials, both in medicine and in agriculture. I found their presentation to be credible and specific, focusing on patient-centered care for those patients approved to benefit from medical marijuana products.

If a license to operate as a registered organization were granted to the Company, I believe that the interests of New York State would be well served. Drs. Atwal have demonstrated themselves to be responsible medical practitioners and it is my belief that they would use their medical expertise to advance the State’s interest of facilitating responsible and compassionate use of medical marijuana products for approved patients in Western New York, including those cared for by the Catholic Health System. It is my understanding that the Company’s plans allow for collaborative local research, as well as for coordinated care benefiting patients with a broad range of indications.
In light of the foregoing, the Catholic Health System supports the Company's application to be licensed as a registered organization to manufacture and dispense approved medical marijuana products in New York State.

Very Truly,

[Signature]

Joseph D. McDonald
President & CEO
Catholic Health System, Inc.

JDM/Iah
June 01, 2015

New York State Department of Health
Corning Tower
Empire State Plaza
Albany, NY 12237

Re: Far(m)ed New York, LLC

To Whom It May Concern,

CCS Oncology (CCS) is the local leader in comprehensive cancer care. Our multiple clinics spread throughout the Western New York region specialize in cutting edge cancer prevention, diagnosis, and treatment. Utilizing the latest in surgical advances, radiation therapy, chemotherapy, genetic screening, and Hematology, CCS is always on the forefront of providing Western New York with the best quality of care.

We at CCS would like to extend this letter of support for Far(m)ed New York, LLC to be considered for one of the five licenses to be issued under the Compassionate Care Act in New York State. Consistent with our ethos of dedication to patients through progressive medical advances, the founding members of Far(m)ed, Dr. Ephraim Atwal and Dr. Amar Atwal (The Atwals) have served our community in a most exemplary fashion for 50+ years. Their reputation is well earned as leaders in Ophthalmology but also extends to agriculture both locally and around the world. Their 60+ years of experience in agribusiness is invaluable in an industry where cultivation is central to the production of a consistent and reliable cannabis product. We believe that the Atwals will provide the most ethical and caring delivery of cannabis-based products to the community as they have done with eye care and agriculture for decades.

CCS looks forward to working with Far(m)ed in delivering effective and safe products to our patients through active collaboration in research, clinical trials, and feedback. While CCS fully supports Far(m)ed application for licensure, CCS has not accepted nor will it solicit any financial benefit from this partnership. Rather, CCS views Far(m)ed as the most qualified and reliable partner to serve the needs of sick individuals in Western New York and expand our understanding of cannabis as it relates to a broad range of cancers and treatments.

I hope that this letter is useful in your consideration of Far(m)ed’s application. If you have any questions, you are welcome to call.

I look forward to the opportunity of working with you.

Sincerely,

[Signature]

Wen Sam Yi, M.D.
Chief Executive Officer
June 4, 2015

New York State Department of Health
Corning Tower
Empire State Plaza
Albany, NY 12237

Re: Far(m)ed New York, LLC

Kaleida Health is the largest healthcare provider and largest employer in Western New York, serving the areas’ eight counties with state-of-the-art technology and comprehensive healthcare services.

Our expert, compassionate healthcare professionals are committed to providing the best possible outcomes and experiences for patients and visitors. More than 1 million sick or injured patients choose a Kaleida Health facility annually, including Buffalo General Medical Center/Gates Vascular Institute, Millard Fillmore Suburban Hospital, Degraff Memorial Hospital, and Women & Children’s Hospital of Buffalo.

To that end, we are committed to working in partnership with a firm that is chosen to dispense medical marijuana in New York State so that we can ensure that our patients’ have access to this therapy (as allowed by law) and that we are able to play a greater role in research that will advance the science of medical marijuana.

In May, Kaleida Health officials met with officials from Far(m)ed New York, LLC and were impressed with the quality of the work they do and how their desire to do research on medical marijuana treatments aligns with Kaleida Health’s mission to conduct medical research.

We would be interested in entering into a dialogue around working with this firm if they receive a license in New York.

If you have any questions or comments, please do not hesitate to contact me at (716) 859-8821.

Sincerely,

David P. Hughes, MD, MPH
Chief Medical Officer
Kaleida Health

www.kaleidahealth.org
May 30, 2015

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

Dear Representatives of the NYS Marijuana Program,

I represent the 10th Legislative District of the County of Niagara which includes the towns of Wilson, Cambria, and Wheatfield. I am writing to express my support of the application of doctors Ephraim and Amar Atwal (the "Atwals") for the granting of a license to grow and process medical marijuana at their Wilson, New York location, with the stipulations put in place by the State of New York.

As established by the Compassionate Care Act of 2014, stringent regulation regime requirements dictate the controls under which medical marijuana shall be grown and processed in New York, and I am confident the Atwals’ proposal and operation of such a facility will meet all state requirements and qualifications, under the direction of the New York State Department of Health and its commissioners, and will successfully demonstrate the facility security necessary to protect its operation and production yield.

The location and existing manufacturing facility is in prime condition for this project. By approving the Atwals’ application to become a registered operation, the Department of Health will not only be granting a license to a company uniquely qualified to help implement the Compassionate Care Act, it will also be significantly improving the local economy in the Town and Village as well as Niagara County generally, bringing back approximately 50 well-paying, reliable jobs to the area.

I herewith respectfully urge the Department of Health to grant Atwal’s application to become a registered grower and processor of medical marijuana under the Compassionate Care Act of 2014.

Sincerely,

David E. Godfrey
Niagara County Legislator, 10th District
RESOLUTION 2015-332

Support for Far(m)ed as Registered Organization under the Compassionate Care Act

WHEREAS, in July of 2014, the New York State and Governor Cuomo signed into law the Compassionate Care Act (Chapter 90 of the Laws of 2014) to permit the medical use of marihuana to assist in the medical treatment of people with certain medical conditions, and

WHEREAS, pursuant to the Compassionate Care Act, New York State will designate five manufacturers and distributors of medical marihuana, and

WHEREAS, Doctors Ephraim and Amar Atwal are principals in Far(m)ed, which has applied to New York State to become one of the five registered organizations in New York State for the manufacture and distribution of medical marihuana, and

WHEREAS, the Atwal Eye Care Center has been located in the Town of Cheektowaga since 1989 and has been a reputable and successful medical practice in our community since said time, and

WHEREAS, in addition to their experience in the medical field, the Atwals have also been involved with agriculture for more than 35 years; they own and grow nearly 4,000 acres of corn and soybean farmland in Niagara County, and

WHEREAS, the Atwals and Far(m)ed also have leased property located at 6704 Transit Road in the Town of Cheektowaga for use as a dispensing facility for medical marihuana, and

WHEREAS, this Board feels that the Atwals and Far(m)ed are uniquely suited to become a registered organization and dispensary for medical marihuana with their unique expertise in the medical field and agriculture, and

WHEREAS, the approval of the application of Far(m)ed to manufacture, distribute and dispense medical marihuana will have economic development benefits to the Town of Cheektowaga and its taxpayers, and will be accessible to Town residents who require this medication for their medical conditions, NOW, THEREFORE, BE IT

RESOLVED, that this Town Board hereby supports the application of Far(m)ed and the Atwals to become a registered manufacturer, distributor and dispenser of medical marihuana in New York State, and BE IT FURTHER

RESOLVED, that this Town Board does hereby further support the use of property located at 6704 Transit Road as the site of a dispensing facility for medical marihuana, and BE IT FURTHER

RESOLVED, that the Town Clerk be and hereby is directed to forward certified copies of this resolution to Senator Timothy Kennedy, Assemblywoman Angela Wozniak, Governor Andrew Cuomo and Dr. Howard Zucker, Commissioner, New York State Department of Health.
RESULT:  ADOPTED [UNANIMOUS]
MOVER:  Gerald Kaminski, Councilmember
SECONDER:  Timothy J. Meyers, Councilmember
AYES:  Rogowski, Kaminski, Benczkowski, Meyers, Adamczyk
ABSENT:  Mary Holtz

State Of New York
Erie County
Office Of The Clerk Of The
Town of Cheektowaga

(Seal)

This is to certify that I, Alice Magierowski, Clerk of the Town of Cheektowaga, in the said
County of Erie, have compared the foregoing copy of resolution with the original resolution now on file at this office, and which was passed by the
Town Board of the Town of Cheektowaga
in said County of Erie, on Monday, June, 1, 2015,
and that the same is a correct and true transcript of such original resolution and the whole thereof.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said
Town on Wednesday, June, 3, 2015.

CLERK OF THE TOWN BOARD, TOWN OF CHEEKTOWAGA, NY
New York State Department of Health
Coming Tower
Empire State Plaza
Albany, NY 12237

May 21, 2015

To Whom It May Concern:

The Town Board of the Town of Wilson would like to express strong support for the Compassionate Care Act and the application of Far(m)ed New York, LLC (“Far(m)ed”), to become one of the five registered organizations licensed to manufacture and dispense medical marijuana products in New York State. Two of the key figures in Far(m)ed, Doctors Ephraim and Amar Atwal (the “Atwals”), are well known locally and are recognized as leaders in the Western New York ophthalmology, ophthalmic surgery and ambulatory surgery fields. The Atwals are also knowledgeable agricultural producers with extensive farming and agricultural experience. They have deep roots in our community, having operated productive corn and soybean farms in the Town of Wilson and neighboring communities for many years. This experience makes them uniquely qualified to become one of the five registered organizations.

The Atwals currently own an 86,000 square foot former food processing plant (the “Plant”) which has a water treatment center, product analysis laboratory, distribution center, and high input power lines. The Plant is located in the Village of Wilson just inside the Village/Town line. The Atwals are proposing to repurpose the site for the cultivation, extraction and formulation of pharmaceutical grade cannabis at the Plant which has been vacant since Pfeiffer Foods closed in 2009. When the Plant closed, it left almost 150 people without jobs and was a significant blow to the local economy. By approving the Far(m)ed application to become a registered organization, the Department of Health will not only be granting a license to a company uniquely qualified to help implement the Compassionate Care Act, it will also be significantly improving the local economy in the Town and Village as well as Niagara County generally, bringing back approximately 50 well-paying, reliable jobs to the area. We truly believe that our community’s incredible history as part of a great fruit-growing region, makes it well suited for this Compassionate Care Act cultivation center.

It is worth noting that the Town owns the property immediately adjacent to the Plant, a former railroad station, where the Wilson Historical Society operates a local museum open several days a month. The Town Board does not believe that the conversion of the Plant to a cultivation facility would conflict with Historical Society operations in any way and we strongly support the Far(m)ed application both as a local government as well as an adjoining property owner to the proposed facility. Thus we are committed to working with the Atwals, Far(m)ed and New York State to bring these jobs back to the Town of Wilson.

Respectfully, we urge the Department of Health to grant Far(m)ed’s application to become a registered organization.

Sincerely,

Joseph A. Jastrzemski
Supervisor, Town of Wilson NY
Resolution of the Town Board of the Town of Wilson, New York

WHEREAS, Far(m)ed New York, LLC ("Far(m)ed"), is preparing an application to the New York State Department of Health ("NYSDOH") to become a registered organization pursuant to the Compassionate Care Act; and

WHEREAS, in conjunction with its application, Far(m)ed is proposing to establish a facility for cultivation, extraction and formulation of pharmaceutical grade cannabis at the 86,000 square foot food plant which has been largely vacant since Pfeiffer Foods closed the plant approximately 6 years ago leaving almost 150 people without jobs; and

WHEREAS, two of the key figures in Far(m)ed, Doctors Ephraim and Amar Atwal (the "Atwals"), are well known locally and are recognized as leaders in the Western New York ophthalmology, ophthalmic surgery and ambulatory surgery fields as well as experienced agricultural producers; and

WHEREAS, the Town Board of the Town of Wilson would like to express strong support for the Compassionate Care Act and the application of Far(m)ed to NYSDOH to become a registered organization authorized to operate a facility for cultivation, extraction and formulation of pharmaceutical grade cannabis at the former Pfeiffer Foods plant which will bring back approximately 50 well-paying, reliable jobs to the area,

NOW THEREFORE, BE IT RESOLVED:

1. The Town Board authorizes the Town Supervisor to send a letter of support for the Far(m)ed application to the New York State Department of Health to become a registered organization under the Compassionate Care Act consistent with the draft letter of support attached hereto.

2. This Resolution shall take effect immediately.
Scientific Advisory Board
FAR(M)ED NEW YORK, LLC
SCIENTIFIC ADVISORY BOARD

The Far(m)ed New York, LLC Scientific Advisory Board (the “Advisory Board”) provides strategic guidance and direction for the Company’s research, scientific, and clinical trial programs. Its role is to bring vision and focus to Far(m)ed’s research and clinical trial development. The Advisory Board is comprised of experienced individuals in fields covered by the Compassionate Care Act, including anesthesia, neurology, pharmacology, and clinical practice who have made significant contributions to advancing their fields and are committed to further medical marijuana research and understanding. The members of the Advisory Board do not receive any compensation (whether in the form of monetary compensation, referrals or otherwise) in connection with their service on the Advisory Board.

The members of the Advisory Board are as follows:

**Joseph Alexander Dunn, Ph.D.** Dr. Dunn has an extensive background in the areas of chemistry and pharmacology. His research interests include looking at the role of inflammation in the generation and maintenance of chronic diseases. In addition, he studied the design and development of novel chemotherapeutic agents. He currently serves as the

**Michael M. Madden, M.D.** Dr. Madden has served as a practicing anesthesiologist for over 50 years. Dr. Madden currently serves as and a Clinical Assistant Professor at the University at Buffalo, Department of Anesthesiology.

**Mariorie D. Robinson, Pharm.D., AAHIVP** Dr. Robinson currently serves as a Redacted pursuant to N.Y. Public Officers Law, Art. 6

**Nicolas Saikali, M.D.** Dr. Saikali has co-authored a series of articles in various medical journals including *Sleep Medicine* and *Pediatrics in Review*. Dr. Saikali is currently working on a series of research studies sponsored by Dr. Reddy's Laboratories, Amgen and Allergan relating to research on chronic migraine headaches.
The curricula vitae for each of the four members of the Advisory Board are set forth in the subsequent pages of this section.
PROFESSIONAL EXPERIENCE
Redacted pursuant to N.Y. Public Officers Law, Art. 6

EDUCATION

- Fellowship in Headache
  Dent Neurologic Institute
  Amherst, New York
  2009-2010

- Fellowship in Neuroimaging
  Dent Neurologic Institute
  Amherst, New York
  2009-2010

- Resident in Neurology
  Neurology Residency Program
  The State University of New York at Buffalo
  Buffalo, New York
  2006-2009

- Medical Intern
  Department of Internal Medicine
  The State University of New York at Buffalo
  Buffalo, New York
  2005-2006

- M.D., American University of the Caribbean School of Medicine
  St. Maarten, Netherland Antilles
  2000-2005

- B.A. Psychology
  The State University of New York at Buffalo
  Buffalo, New York
  1999-2000

- Undergraduate Studies
  California State University at Long Beach
  Long Beach, California
  1997-1998
PROFESSIONAL EXPERIENCE/ACCOMPLISHMENTS:

- Board Certified in Neuroimaging 2015
- Board Certified Diplomat of the American Board of Psychiatry and Neurology 2014
- Board Certified in Headache Medicine 2014
- Compassionate Doctor Recognition 2010-2013
- Patients Choice Awards 2010-2012
- Speaker/Consultant for various pharmaceutical industries including: Depomed, Allergan, Teva, Almatica, Glaxosmithkline (GSK), and Vertical Pharmaceuticals Inc. 2009-present
- New York State Medical License 2009
- Completed USMLE Steps 1,2,3 2009
- Clinical teaching of undergraduate medical students, 3rd and 4th year clerkships 2005-Present
- Educational Commission for Foreign Medical Graduates Certificate 2005
- Rite Aid Pharmacy-Pharmacy Technician 1999-2000

PUBLICATIONS & PRESENTATIONS:

Presentations on various topics to Neurology Residency Program and third and fourth year medical students. 2005-present

Publications:


- Bijal Mehta, Nicolas Saikali, Marc Schlegel, Daniel I. Rifkin. A Case of Resolution of Amenorrhea after CPAP Therapy for Obstructive Sleep Apnea. (Sleep Medicine 2009)


Research Publications:

Assisted Laszlo Mechtler, M.D. on the following Research studies:

Sponsor: Dr. Reddy's Laboratories
Protocol: DFP-02-CD-10
Description: A Multicenter, Open-label Safety Study of DFP-02 (10 mg) for the Treatment of Acute Migraine in Patients with 2 to 6 Migraine Headaches a Month - Phase 3
Start/End: October, 2014/Ongoing
Recruitment: 4 patients enrolled, 1 screen fail

Sponsor: Amgen
Protocol: 20140136
Description: A Prospective, Observational Study for the Psychometric Evaluation of a Novel Migraine-Related Functional Impact Instrument in Episodic and Chronic Migraine
Start/End: November, 2014/Ongoing
Recruitment: 1 patient enrolled

Sponsor: Allergan
Protocol: GMA-US-NEU-0206
Description: **FORWARD Study**: Evaluating Preventive Treatment Options for Chronic Migraine: A Multicenter, Prospective, Randomized, Open-label Study to Compare the Efficacy, Safety, and Tolerability of BOTOX® and Topiramate for Headache Prophylaxis in Adults with Chronic Migraine, Phase 4
Start/End: November, 2014/Ongoing
Sponsor: Electrocore LLC  
Protocol: CH-US-01  
Description: Non-invasive Neurostimulation Of The Vagus Nerve With The GammaCore® Device For The Treatment of Cluster Headache  
Start/End: September 2013 /Ongoing  
Recruitment: 16 patients enrolled/ 1 screen failure

Sponsor: Allergan  
Protocol: GMA-BTX-CM-10-001  
Description: An open-label, multicenter study of the long-term efficacy, safety and tolerability of BOTOX® (onabotulinumtoxinA) for the prophylaxis of headaches in adult patients with chronic migraine: The COMPEL study  
Start/End: May 2013 /Ongoing  
Recruitment: 6 patients enrolled

Sponsor: GlaxoSmithKline, Inc  
Protocol: TREXIMET  
Description: A Parallel, Two-Arm, Double-Blind, Placebo Study Examining the Efficacy of Sumatriptan with Naprosyn in the Treatment of Migraine with Aura.  
Start/End: September, 2009/Ongoing  
Recruitment: 16 patients enrolled, 3 dropped out, 7 completed

Sponsor: St. Jude Medical  
Protocol: PREMIUM  
Co-PI: Henry Meltser, M.D.  
Description: A Prospective, Randomized Investigation to Evaluate the Incidence of Headache Reduction in Subjects with Migraine and PFO Using the AMPLATZER PFO Occluder, Compared to Medical Management.  
Start/End: February, 2009/Ongoing  
Recruitment: 299 patients screened, 18 consented; 15 screen-failed & 3 randomized, 3 completed

Sponsor: OptiNose US, Inc/PharmaNet  
Protocol: OPN-SUM-MIG-3301  
Description: A Randomized, Double-Blind, Placebo-Controlled, Parallel-Group Study Evaluating the Efficacy and Safety of a Single 20 mg Dose of Sumatriptan Powder Delivered Intranasally with the Bi-directional Device in Adults with Acute Migraine With or Without Aura.  
Recruitment: 11 patients consented, 3 screen-failed, 8 randomized, 8 completed

Sponsor: OrthoMcNeil Pharmaceuticals, Inc  
Protocol: CAPSS-334  
Description: Efficacy of AXERT (Almotriptan Malate) in the Acute Treatment of Migraine: A Pilot Study of the Potential Impact of Preventative Therapy with Topamax (Topiramate) – 39 patients – Closed

Sponsor: OrthoMcNeil Pharmaceuticals, Inc  
Protocol: CAPSS-381  
Description: Topiramate Intervention to Prevent Transformation of Episodic Migraine: The Topiramate INTREPID Study – 11 patients – Closed

Sponsor: UCB Pharmaceuticals, Inc
<table>
<thead>
<tr>
<th>Protocol</th>
<th>Description</th>
<th>Sponsor</th>
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<tbody>
<tr>
<td>MK-0974-016</td>
<td>A Phase III, Multi-Center, Randomized, Placebo-Controlled Clinical Trial to Study the Safety and Efficacy of Oral MK-0974 in the Acute Treatment of Migraine With or Without Aura – 16 patients – Closed</td>
<td>Merck &amp; Co.</td>
</tr>
<tr>
<td>MK-0974-012</td>
<td>A Multi-Center, Double-Blind, Active-Controlled, Parallel Group Study to Examine the Safety, Tolerability and Efficacy of Oral MK-0974 for the Long Term Treatment of Acute Migraine With or Without Aura – 2 patients – Closed</td>
<td>GlaxoSmithKline, Inc</td>
</tr>
<tr>
<td>TRX106573</td>
<td>A Study of Combination Product Containing Sumatriptan Succinate and Naproxen Sodium in Migraine Subjects who Report Poor Response or Intolerance to Short Acting Triptans – 8 patients – Closed</td>
<td>GlaxoSmithKline, Inc</td>
</tr>
<tr>
<td>TXA109797</td>
<td>A Long-Term Safety Study of a Combination Product Containing Sumatriptan Succinate and Naproxen Sodium for the Treatment of Migraine in Adolescents – Started 2/08-Closed 8/08 – 49 patients screened, 21 enrolled &amp; randomized</td>
<td>GlaxoSmithKline, Inc</td>
</tr>
<tr>
<td>TRX109011</td>
<td>A Multicenter, Randomized, Double-Blind, Double-Dummy, Placebo-Controlled, Crossover, Three-Attack, Outpatient Study in which TREXIMA will be Compared to Butalbital-Containing Combination Medication for the Acute Treatment of Migraine Headache – Started 9/08-Closed 7/09 – 87 patients screening, 1 enrolled</td>
<td>GlaxoSmithKline, Inc</td>
</tr>
<tr>
<td>TXA107979</td>
<td>A Randomized, Multicenter, Placebo-Controlled, Parallel Group Study to Evaluate the Efficacy and Safety of a Combination Product Containing Sumatriptan and Naproxen Sodium for the Acute Treatment of Migraine in Adolescents – Started 1/09 – 46 patients screened, 5 enrolled, 3 randomized – Closed</td>
<td>GlaxoSmithKline, Inc</td>
</tr>
<tr>
<td>Chronic Migraine Treatment Trial</td>
<td>A Double-Blind, Placebo Controlled, Randomized Study to Assess the Efficacy of Propranolol in Combination with Topiramate for Reducing the Number of Severe Headaches in Long Term – Started 1/09-Closed 2/11 – 24 patients screened, 1 screen failed, 13 enrolled, 4 randomized</td>
<td>NINDS-NIH</td>
</tr>
</tbody>
</table>

**PROFESSIONAL MEMBERSHIPS:**
- Member of the American Academy of Neurology
- Member of the American Headache Society
- Member of the International Headache Society
- Member of the American Society of Neuroimaging

**LANGUAGES:**
English, Arabic (Fluent)
Michael M. Madden, M.D.

CURRICULUM VITAE

Education
University at Buffalo, Buffalo, NY Doctor of Medicine 1962
University of Notre Dame, South Bend, IN Bachelor of Science 1958

Licensure, Certification, and Hospital Training
M.D., New York State 093846-1
Board Certified, American Board of Anesthesiology
Buffalo General Hospital, Buffalo, NY Anesthesia Residency 1965-1967
Akron General Hospital, Akron, OH Intern 1962-1963

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

University at Buffalo, Clinical Assistant Professor 1983-1994
Redacted pursuant to N.Y. Public Officers Law, Art. 6

SUNY at Buffalo, School of Medicine Clinical Assistant Professor 1987-1983
United State Air Force General Medical Officer 1963-1965

Professional Activities and Committees
Redacted pursuant to N.Y. Public Officers Law, Art. 6

Member of: Society for Ambulatory Anesthesia; Society of Cardiovascular Anesthesiologists; Risk Management/Utilization Management Committees (Buffalo General Hospital); Professional Affairs Committee (Buffalo General Hospital); Hospital/University Committee (Buffalo General Hospital); Disaster Plan Committee (Buffalo General Hospital); Bylaws Committee (Buffalo General Hospital); Anesthesia Search Committee (SUNY at Buffalo); Credentials Committee (Buffalo General Hospital/Kaleida Health) from 1975-present.
Education

1994   Pharm.D., Nova Southeastern University, Fort Lauderdale, Florida
1991   BS, St Johns University (cum laude), Queens, New York
1980            Science Degree in Pharmacology, University of Technology, Jamaica, WI (magna cum laude)

Postdoctoral Training

1995   Infectious Diseases Fellow, University of California, San Francisco

Experience

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

Professional Licensure and Credential

Jamaica, West Indies Pharmacy License
New York State Pharmacy License
Florida State Pharmacy License
Florida State Consultant License
AAHIVP Credentialed 2012

ASC Pharmacy Inc.

Licensed: Florida, New York, New Jersey, Kentucky, Pennsylvania, Ohio, Michigan, Colorado, Georgia, Maryland, Massachusetts, Oklahoma, Texas, & West Virginia.

Licensed Pending: Illinois, Alabama, North Carolina, South Carolina, Tennessee, Puerto Rico,
Awards and Honors

2013  Red Ribbon Award for Outstanding Efforts & Contribution in Helping ViiV HC to Achieve it’s Mission, Spirit & Strategic Intent.
2013  Red Ribbon Award for an Exceptional job leading and managing the medical content for the 15th ViiV Healthcare Community Summit.
2012  Silver Star Award for RMS Leadership Support of the ViiV Healthcare Community Summit
2011  Silver Star Award for RMS Leadership Support of the ViiV Healthcare Community Summit
2010  Silver Star Award for Outstanding Effort & Contribution to ViiV HC Mission, Spirit & Strategic Intent.
2009  Star Award in Recognition of exceptional support from the FL ViiV HC Commercial Team
2008  Bronze Award in Recognition for contribution to the ASO Organization for GSK.
2006  Gold Award in Recognition for Contribution to GSK R&D
2004  Liaison Leadership on The Collaborative Institute of Virology, Bristol Myers Squibb
2003  Outstanding Achievement Award, Abbott Global Medical Affairs
2001  Outstanding Achievement Award, Abbott Global Medical Affairs
1998  Golden Apple Award for Teaching Excellence, Nova Southeastern, School of Pharmacy
1995  The Long Award for Teaching Excellence, University of California, School of Pharmacy

Leadership, Major Committee Assignments
Redacted pursuant to N.Y. Public Officers Law, Art. 6
Regional Medical Scientist, Research Facilitation

ASC Pharmacy Observational Survey Study.
Topical Analgesic Compound(s) for Musculoskeletal Pain Relief, An Observational Survey Based Study. Dr. Jonathan Blum.

ViiV HealthCare Trials
A Prospective, Randomized, Multicenter, Open-Label Study to Compare the Efficacy and Safety of Simplifying from a Regimen of Atazanavir + Ritonavir + Tenofovir/Emtricitabine to Atazanavir + Abacavir/Lamivudine Without Ritonavir for 48 Weeks in Virologically Suppressed, HIV-1 Infected, HLAB*5701 Negative Subjects. 2009. (ViiV HC /Regional Medical Scientist Facilitator)

A Phase III, randomized, double blind study of the safety and efficacy of the selected dose GSK1349572 (Integrase Inhibitor) once daily to 400mg Raltegravir twice daily both administered with fixed-dose dual nucleoside reverse transcriptase inhibitor therapy over 96 weeks in HIV-1 infected antiretroviral therapy naïve adult subjects. 2010 (ViiV HC Phase III Registraional Trial/Regional Medical Scientist- RMS Facilitator)

A Phase III, randomized, study of the safety and efficacy of GSK1349572 (Integrase Inhibitor) plus abacavir/lamivudine fixed-dose combination therapy administered once daily compared to Atripla over 96 weeks in HIV-1 infected antiretroviral therapy naïve adult subjects. 2010. (ViiV HC Phase III Registraional Trial/Regional Medical Scientist Facilitator)

A Phase III Randomized, Double-blind Study of the Safety and Efficacy of GSK1349572 (Integrase Inhibitor) 50 mg Once Daily Versus Raltegravir 400 mg Twice Daily, Both Administered with an Investigator selected Background Regimen Over 48 Weeks in HIV-1 Infected, Integrase Inhibitor-Naïve, Antiretroviral Therapy-Experienced Adults. 2010. (ViiV HC Phase III Registraional Trial/RMS Facilitator)

Collaborated Clinical Trials
Improved Triglycerides after reducing the ritonavir boosting dose from 200 mg to 100mg once daily in HIV positive patients stabilized on QD RTV Boosted Fosamprenavir 1400mg Abacavir 600mg Lamivudine. University of Miami Dushyantha Jayaweera MD principal investigator 2008

A Dedicated Minority Clinic for HIV Patients-a strategy to achieve HIV Treatment success. (University of Miami, Dushyantha Jayaweera, MD, principal investigator) 2006

Evaluating intensification of an NNRT-containing HAART regimen with Abacavir to improve CD4 recovery for HIV-1 infected individuals with sustained viral load suppression and low CD4 counts. (University of Miami, Dr Kolber, Principal Investigator) 2005

Induction/maintenance pilot study in ARV-naïve HIV positive patients initiating Fosamprenavir/ritonavir followed by unboosted fosamprenavir in combination with abacavir and lamivudine all given once daily. (University of Miami, Dushyantha Jayaweera, MD, principal investigator) 2005

Induction/maintenance pilot study in ARV-naïve HIV positive patients initiating atazanavir/ritonavir followed by unboosted atazanavir in combination with didanosine EC and lamivudine all given once daily. (University of Miami, Dushyantha Jayaweera, MD, principal investigator) 2003

A prospective open-label, single arm, single center pilot study to evaluate the safety and activity of EPZICOM and Fosamprenavir/ritonavir qd in treatment naive HIV-Infected minority women, assessing QOL and Adherence (Leslie Diaz, MD, principal investigator) 2005
A prospective open-label, single arm, single center pilot study to evaluate the safety and activity of Kaletra (lopinavir 400/ritonavir 100mg) bid as maintenance therapy after successful induction therapy with Kaletra bid and Combivir bid in treatment naïve HIV-Infected patients. (University of Miami, Rafael Campo, MD, principal investigator) 2001

Once daily dosing of lopinavir/ritonavir in a simplified three-drug regimen administered as directly observed therapy (DOT) versus self-administered therapy (SAT) in HIV-infected subjects who are antiretroviral treatment naïve. (University of Miami, Margaret Fischl, MD, principal investigator) 2002

Quantifying the two-way drug interaction between lopinavir/ritonavir (Kaletra) and phenytoin under steady-state conditions in healthy human volunteers. (University of North Carolina, Chapel Hill, Angela Kasuba, PharmD, Joseph Eron, MD, principal investigator) 2000

Comparison of rates of treated diarrhea in patients on Kaletra versus nelfinavir. (Atlanta VAMC, Dr. Jodie Guest, principal investigator) 2001

Open Label pilot study to evaluate fenofibrate safety and efficacy with lopinavir/ritonavir therapy plus two NRTIs in HIV-infected patients. (Associate in Research; Robert Schwartz, MD, principal investigator)

A randomized, open-label study evaluating the tolerability of a Kaletra based versus an indinavir based post exposure prophylaxis (PEP) expanded regimens for high-risk occupational HIV exposures. (Tampa General Hospital, Jeffrey Nadler, MD, principal investigator) 2000

A pharmacokinetic study of indinavir, ritonavir, and efavirenz in persons infected with HIV. (Georgetown University Medical Center, Joseph Timpone, MD, principal investigator) 2000

Clinical Pharmacist, Research

Epidemiology study evaluating the influence of antimicrobial selection on the incidence of Clostridium difficile colitis (CDC), University of California Research Department. (principal investigator) 1994

Pharmacokinetic and pharmacodynamic parameters associated with itraconazole in immunocompromised patients, Janssen Pharmaceuticals. (principal investigator) 1995

Pharmacoeconomic and medical outcomes. Community-acquired pneumonia study. Protocol number: NR15534/M44119, Roche Laboratories. (principal investigator) 1999

A ten-year retrospective case series of the treatment and medical outcome of patients with cryptococcal meningitis, University of Miami, Infectious Diseases Medical Fellowship funded. (co-investigator) 1999

Marjorie D. Robinson, PharmD, AAHIVP

Page 5 of 8

Professional Publications and Authorship

Vishal Dahya MD, Marjorie Robinson, Pharm D, Moti Ramgopal MD,FACP. Clostridium ramosum Osteomyelitis in an Immunocompetent Patient Following Traumatic Injury. Infectious Diseases in Clinical Practice IDCP-14-53RI Lippincott Wilkens

Vishal Dahya MD, Marjorie Robinson, Pharm D, Moti Ramgopal MD,FACP. Mycobacterium Bovis Cervical Discitis as a Complication of Intravesicular BCG Irrigation Treatment. Infectious Diseases in Clinical Practice IDCP-14-53RI Lippincott Wilkens


**Professional Abstracts**


Robinson M. The Influence of antimicrobial selection with the incidence of Clostridium difficile colitis. Platform presentation at the 1995 Western states conference for Pharmacy residents, fellows and preceptors, Asilomar conference center Pacific Grove, California,. May 21-24, 1995


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

American Academy of HIV Medicine (AAHIVM)
Pharmaceutical Society of Jamaica (PSJ)
American Society of Microbiology (ASM)
Florida Pharmacy Association (FPA)
Florida Society of Health-System Pharmacists (FSHP)
Professional Compounding Centers of America (PCCA)
Caribbean Association of Pharmacists (CAP)
Commonwealth Pharmacists Association (CPA)
International Academy of Compounding Pharmacist (IACP)

Board Memberships

2009-2012 Dean's Advisory Board College of Pharmacy, Nova Southeastern University (NSU)
2008-2009 Factor Health Management group.
2006-2009 College of Pharmacy International Advisory Board, Nova Southeastern University (NSU)
2001-2005 Pharmacy Admissions Committee, Nova Southeastern University (NSU)
2000-2005 Dean's Advisory Board College of Pharmacy, Nova Southeastern University (NSU)
1999-2002 Advisory Board for People With AIDS Coalition (PWAC)
Application
# Medical Marijuana Program

**Application for Registration as a Registered Organization**

## Section A: Business Entity Information

1. **Business Name:** FAR(M)ED NEW YORK, LLC

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

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

4. **Phone:** 716.912.5030

5. **Fax:** 716.891.8003

6. **Email:** DR.ATWAL@GOFARMED.COM

7. **Business Address:** 3095 HARLEM ROAD

8. **City:** CHEEK TOWAGA

9. **State:** NY

10. **ZIP Code:** 14225

11. **Mailing Address (if different than Business Address):**

12. **City:**

13. **State:**

14. **ZIP Code:**

## Section B: Primary Contact Information

15. **Name:** KENNETH MANNING

16. **Title:** ATTORNEY

17. **Phone:** 716.847.7041

18. **Fax:** 716.852.6100

19. **Email:** KMANNING@PHILLIPSLYTLE

20. **Mailing Address:** 125 MAIN STREET

21. **City:** BUFFALO

22. **State:** NY

23. **ZIP Code:** 14203

## Section C: Proposed Manufacturing Facility Information

24. **Proposed Facility Name:** FAR(M)ED NEW YORK CULTIVATION CENTER

25. **Proposed Facility Address:** 683 LAKE STREET

26. **City:** WILSON

27. **State:** NY

28. **ZIP Code:** 14172

29. **County:** NIAGARA

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

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

31. **Proposed Hours of Operation:**
   - **Monday:** 7:00am to 5:00am
   - **Tuesday:** 7:00am to 5:00am
   - **Wednesday:** 7:00am to 5:00am
   - **Thursday:** 7:00am to 5:00am
   - **Friday:** 7:00am to 5:00am
   - **Saturday:** 7:00am to 5:00am
   - **Sunday:** 7:00am to 5:00am

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: 

<table>
<thead>
<tr>
<th>City</th>
<th>State</th>
<th>ZIP Code</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>NY</td>
<td></td>
</tr>
</tbody>
</table>

37. County: 

38. Property Status (choose one): 
   - [ ] Owned by the applicant 
   - [ ] Leased by the applicant 
   - [ ] Other: 
     If you checked “Other” above, describe the property status in the field provided. 

39. Proposed Hours of Operation: 
   - Monday: to 
   - Tuesday: to 
   - Wednesday: to 
   - Thursday: to 
   - Friday: to 
   - Saturday: to 
   - Sunday: to 

Section D: Proposed Dispensing Facility #1 Information

40. Proposed Facility Name: FAR(M)ED BUFFALO 

41. Proposed Facility Address: 6704 TRANSIT ROAD 

<table>
<thead>
<tr>
<th>City</th>
<th>State</th>
<th>ZIP Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>CHEektowaga</td>
<td>NY</td>
<td>14221</td>
</tr>
</tbody>
</table>

45. County: 

46. Property Status (choose one): 
   - [ ] Owned by the applicant 
   - [ ] Leased by the applicant 
   - [ ] Other: 
     If you checked “Other” above, describe the property status in the field provided. 

47. Proposed Hours of Operation: 
   - Monday: 10:00am to 8:00pm 
   - Tuesday: 10:00am to 8:00pm 
   - Wednesday: 10:00am to 8:00pm 
   - Thursday: 10:00am to 8:00pm 
   - Friday: 10:00am to 8:00pm 

Section E: Proposed Dispensing Facility #2 Information

48. Proposed Facility Name: FAR(M)ED ROCHESTER 

49. Proposed Facility Address: 2199 EAST HENRIETTA ROAD 

<table>
<thead>
<tr>
<th>City</th>
<th>State</th>
<th>ZIP Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>HENRIETTA</td>
<td>NY</td>
<td>14623</td>
</tr>
</tbody>
</table>

53. County: 

54. Property Status (choose one): 
   - [ ] Owned by the applicant 
   - [ ] Leased by the applicant 
   - [ ] Other: 
     If you checked “Other” above, describe the property status in the field provided.
### Section F: Proposed Dispensing Facility #3 Information

56. Proposed Facility Name: FAR(M)ED SYRACUSE

57. Proposed Facility Address: 337 NORTHERN LIGHTS PLAZA

58. City: SYRACUSE  
59. State: NY  
60. ZIP Code: 13212

61. County: ONONDAGA

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

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

### Proposed Hours of Operation:

<table>
<thead>
<tr>
<th>Day</th>
<th>Start Time</th>
<th>End Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday</td>
<td>10:00am</td>
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<td>Saturday</td>
<td>10:00am</td>
<td>8:00pm</td>
</tr>
<tr>
<td>Sunday</td>
<td>10:00am</td>
<td>8:00pm</td>
</tr>
</tbody>
</table>

### Section G: Proposed Dispensing Facility #4 Information

64. Proposed Facility Name: FAR(M)ED BINGHAMTON

65. Proposed Facility Address: 1435 UPPER FRONT STREET

66. City: BINGHAMTON  
67. State: NY  
68. ZIP Code: 13901

69. County: BROOME

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

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

### Proposed Hours of Operation:

<table>
<thead>
<tr>
<th>Day</th>
<th>Start Time</th>
<th>End Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday</td>
<td>10:00am</td>
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<td>Saturday</td>
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<tr>
<td>Sunday</td>
<td>10:00am</td>
<td>8:00pm</td>
</tr>
</tbody>
</table>
### 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?

   **Yes** [ ] **No** [ ]

OR

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

   **Yes** [ ] **No** [ ]

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

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

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

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

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

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.”

“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).

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.”

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.”

The applicant has completed “Appendix B – Architectural Program” and included the components set forth in 10 NYCRR § 1004.5(b)(11) and -(12).

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.”

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.”

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.”
The applicant has attached proof from the local internet service provider(s) that all of the applicant’s manufacturing and dispensing facilities are located in an area with internet connectivity and labeled this attachment as "Attachment K." Internet connectivity will be required to support the use of a Seed-to-Sale Solution approved by the Department to record the registered organization’s permitted activities.

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."

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.

Signature: [Signature]

Date Signed: JUNE 3RD, 2045

Print Name: Dr. Ephraim Arul, M.D.

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: [Notary Name]

Notary Registration Number: 012E6040035

Date: 4/3/15

Notary Public, State of New York
Qualified in Erie County
My Commission Expires April 17, 2016
Application Fee

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.**
Conditionally Refundable Fee

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.
Section H: Legal Disclosures

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

NA. The applicant is an affiliate of other corporations through common ownership and has provided all required disclosures and attached hereto under Appendix A (question 85).
Attachment A: Identification of All Real Property, Buildings, and Facilities

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”.

Attachment A: Identification of All Real Property, Buildings, and Facilities

These are the properties that Far(m)ed intends to use for manufacturing and dispensing activities:

| **Cultivation Center:** | Far(m)ed Cultivation Site  
683 Lake Street  
Wilson, NY 14172  
Niagara County |
|--------------------------|---------------------------------------------------------------------------------|
| **Dispensary 1:** | Far(m)ed Buffalo  
6704 Transit Road  
Cheektowaga, NY 14221  
Erie County |
| **Dispensary 2:** | Far(m)ed Rochester  
2199 East Henrietta Road  
Henrietta, NY 14623  
Monroe County |
| **Dispensary 3:** | Far(m)ed Syracuse  
330 Northern Lights Plaza  
North Syracuse, NY 13212  
Onondaga County |
| **Dispensary 4:** | Far(m)ed Binghamton  
1435 Upper Front Street  
Binghamton, NY 13901  
Broome County |
Far(m)ed Geographic Distribution

Cultivation Center
683 Lake St.
Wilson, NY 14172
Niagara County

Far(m)ed Buffalo
6704 Transit Road
Cheektowaga, NY 14221
Erie County

Far(m)ed Rochester
2199 East Henrietta Road
Henrietta, Ny 14623
Monroe County

Far(m)ed Syracuse
330 Northern Lights Plaza
North Syracuse, NY 13212
Onondaga County

Far(m)ed Binghamton
1435 Upper Front Street
Binghamton, NY 13901
Broome County
Attachment B: Identification of All Equipment

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.”
Attachment B: Identification of All Equipment

EQUIPMENT USED FOR DISPENSING
Dispensary Furniture Spec Sheet & Design Boards

Far(m)ed's dispensary environments will be a reflection of the company itself. Like the father and son ophthalmologist team who conceptualized a business that blends a passion for helping patients with their love of agriculture, the experience will be a mix of familiar and new finishes and textures. In recognition of their roots in medical innovation, there will be shiny lacquers, chrome finishes and sleek open spaces, with hints of their clinical/surgical roots. To honor the agricultural roots, clean-lined wood and green plants will balance and warm the space, creating a sense of permanence and allowing patients to feel welcome.

Area: Dispensing Room
The dispensing room will be a pragmatic use of the pre-existing spaces from which Far(m)ed intends to operate. For example, two of the dispensary locations are in former bank buildings, which not only allows for the repurposing of the building’s pre-existing security reinforcements, but allows for re-use of teller service counters, which will be refinished to serve as dispensary counters. For this reason, the design finishes and furniture will be a customized experience, to allow Far(m)ed to leverage the natural assets of the environment, but consistent in tone, theme, and finishes.

The end design will represent elements of all of the inspiration boards featured here.
Dispensing Room Equipment

Point of Sale System
Brand new HP Point Of Sale system by Biotrack THC

BioTrack’s POS System is designed for medical marijuana dispensaries from seed to sale. Far(m)ed will be able to keep track of inventory and other salient data points using this integrated cultivation/dispensary seed-to-sale tracking system.

1 HP Server
4 HP intel i5 computers
4 20 inch monitors
3 Barcode scanners
3 Top of the line integrated scales
3 Label printers
1 ID reader swipe
4 Keyboards; 4 mice
2 Receipt printers
Lobby Furniture

Area: Lobby
Echoing the marriage of sleek finishes and organic form, the lobby will be a clean, open and welcoming space.

Chair Specs
Fine Mod Imports Vogel Lounge Chair
A contemporary design coupled with quality craftsmanship make this Vogel Lounge Chair an ideal choice. The Vogel Lounge Chair is solid wood and has a leather seat and back.

FEATURES:
Wood frame
Leather seat and back

PRODUCT DETAILS:
Chair Design: Lounge chair
Removable Seat Cushion: No
Style: Contemporary
Product Warranty: 1 Year

Upholstered
Upholstery Material: Leather

Legs Included
Leg Material: Wood

DIMENSIONS:
Overall: 31” H x 29” W x 31.5” D
**Offices**

**Area: Offices**

Functional work spaces with light furniture will allow for easy modifications for individual or team work environments. Versatility will define the office space.

Furniture specs:  
Area: Conference Room

An extension of the office space, reinforcing the mix of wood, stainless and leather accents.

Fine Mod Imports High-Back Conference Office Chair

The Modern Conference Office Chair high back offers unique design and comfort all in one package.

FEATURES:
Chrome plated steel frame
Tilt lock, tilt tension, removable arms
Five star base with casters
Leatherette seat and back
Style: Modern

PRODUCT DETAILS:
Product Type: Conference chairs
Style: Contemporary
Base Material: Metal
Upholstered: Yes
Armed: Yes

DIMENSIONS:
Overall: 25" W x 24" D
Maximum Overall Height - Top to Bottom: 42"
Overall Product Weight: 48lbs
Area: Break Room

Functional work spaces with light furniture will allow for easy modifications for individual or team work environments. Versatility will define the office space.

Furniture specs:
http://www.ikea.com
Attachment B: Identification of All Equipment

EQUIPMENT USED FOR CULTIVATION
CARE & STORAGE
1. BE SURE THE PLUG IS REMOVED FROM OUTLET before attempting any cleaning or maintenance.
2. Use only a soft, moist cloth with a soap solution.
3. DO NOT immerse the fan in water, and never allow water to drip into the motor housing.
4. DO NOT use a gasoline thinner or other chemicals to clean fan.
5. To dismantle for cleaning or long-term storage: Follow assembly instructions in reverse order. The fan blade may be washed in warm water using a little mild detergent. Alternatively it may be wiped clean with a soft damp cloth. Be sure it is completely dry before re-fitting.
6. The front and rear guards can be cleaned with a soft brush or soft damp cloth.
7. The motor housing and pedestal can be wiped clean with a soft damp cloth.
8. For storage, clean fan carefully as instructed and store in it’s original box.
   Store fan in a clean, dry place.

USER SERVICING INSTRUCTIONS (UL)
1. Grasp plug and remove from the receptacle or other outlet device.
   DO NOT unplug by pulling on cord.
2. Open fuse cover. Slide open fuse access cover on top of attachment plug towards blades.
3. Remove fuse carefully. Insert the tip of your tool into fuse slot (close with the terminal), then pry the fuse gradually and slowly, but not over exert. If fuse feels tight, you can try again to carefully pry it out little by little. After one side of the fuse has been pried out, you can remove the fuse entirely.
4. Risk of fire. Replace fuse only with 2.5 Amp, 125 Volt fuse.
5. Close fuse cover. Slide the fuse access cover on top of the plug until it is closed.
6. Risk of fire. DO NOT replace attachment plug. Contains a safety device (fuse) that should not be removed. Discard product if the attachment plug is damaged.
   Note:
1. When you replace the fuse, please don’t operate suddenly or over exert, or else the product may become damaged or cause accident.
2. If the plug does not go into the outlet easily, please make sure you have the plug turned the right way.

16" Oscillating Wall Mount Fan Instructions

CAUTION: Read Rules for Safe Operation and Instructions Carefully.

WARNING
1. This appliance has a polarized plug (one blade is wider than the other). To reduce the risk of electric shock, this plug is intended to fit in a polarized outlet only one way. If plug does not fit fully in the outlet, reverse the plug. If it still does not fit, contact a qualified electrician. DO NOT attempt to defeat this safety feature.
2. To reduce the risk of fire or electric shock, DO NOT use fan with any solid-state speed control devices.

RULES FOR SAFE OPERATION
1. Never insert fingers, pencils, or any other object through the grill when fan is running.
2. Disconnect fan when moving from one location to another.
3. Disconnect fan when removing grills for cleaning.
4. Be sure fan is on a stable surface when operating to avoid overturning.
5. DO NOT use fan in window. Rain may create electrical hazard.
6. Ensure that the fan is switched off from the supply mains before removing the grill.
The rules about the cord and plug.

1. This product employs overload protection (fuse). A blown fuse indicates an overload or short-circuit situation. If the fuse blows, unplug the product from the outlet. Replace the fuse as per the user servicing instructions (follow product marking for proper fuse rating) and check the product. If the replacement fuse blows, a short-circuit may be present and the product should be discarded or returned to an authorized service facility for examination and/or repair.
2. Do not operate any fan with a damaged cord or plug. Discard fan or return to an authorized service facility for examination and/or repair.
3. Do not run cord under carpeting. Do not cover cord with throw rugs, runners, or similar coverings. Do not route cord under carpeting or furniture or appliances. Arrange cord away from traffic areas where it will not be tripped over.

FAN SETUP

1. Determine desired location of fan. Mount fan at least 5 feet above floor.
2. Mark screw holes with a pencil by holding hanging bracket to wall.
3. Drill starter holes at 2 pencil marks.
4. Insert anchors (not included) into each hole & lightly tap them flush to wall with a hammer.
5. Secure hanging bracket with two (2) provided screws.
6. Hang fan onto wall by inserting built-in female bracket on fan base into hanging bracket.

FAN OPERATION

1. Plug power cord into a standard 120 volt AC wall outlet.
2. To turn fan on, gently pull on chain to select your desired speed. One pull turns fan on Low, two pulls for Medium and three pulls for High. The fourth pull will turn fan Off.
3. TILTING: Always switch off fan before making adjustments. Holding rear motor cover, tilt fan head either up or down.
4. OSCILLATION: Pull cord down to make fan oscillate. Pull cord again to stop oscillation.

Follow these safety precautions carefully.

1. Use fan only as directed in these instructions. Failure to do so may cause fire electrical shock or injury.
2. Intended for household use, not commercial or industrial.
3. DO NOT immerse unit, plug or cord in water or spray with liquids.
4. DO NOT leave children unsupervised around any appliance.
5. Unplug fan from outlet when not in use, when moving fan or before cleaning.
6. Avoid contact with moving parts.
7. DO NOT operate in the presence of explosive and/or flammable fumes.
8. DO NOT place fan on or near an open flame, cooking or other heating appliance.
9. DO NOT operate fan with a damaged cord, plug, after the fan malfunctions or after the fan has been dropped/damaged in any manner.
10. DO NOT use outdoors.
11. DO NOT let cord hang over the edge of a table/counter or let it touch hot surfaces.
12. To disconnect, grip plug and pull from wall outlet. NEVER YANK ON CORD.
13. Always use on a dry level surface.
14. DO NOT hang or mount fan on ceiling.
15. DO NOT operate without fan grills properly in place.
16. To reduce risk of shock, polarized plug is intended to fit in a polarized outlet only one way. (One blade is wider than the other). If plug does not fit in the outlet, reverse plug. If it still does not fit, contact a qualified electrician. DO NOT defeat the purpose of this safety feature.

Save these important safety instructions.

WARNING: To reduce the risk of fire, electrical shock and/or injury to persons—DO NOT use in a window.

WARNING: DO NOT use this fan with any solid state speed control device.

Fan must be mounted on a vertical wall.

Do not mount on a ceiling.
Do not mount on an incline.
Do not mount on an angle.

- Place the fan base flush to the hanging bracket.
- Make sure the power cord does not get pinched.
USER SERVICING INSTRUCTIONS (UL)

1. Grasp plug and remove from the receptacle or other outlet device.
   DO NOT unplug by pulling on cord.
2. Open fuse cover. Slide open fuse access cover on top of attachment plug towards blades.
3. Remove fuse carefully. Insert the tip of your tool into fuse slot (close with the terminal),
   then pry the fuse gradually and slowly, but not overexert. If fuse feels tight, you can try
   again to carefully pry it out little by little. After one side of the fuse has been prised out,
   you can remove the fuse entirely.
4. Risk of fire. Replace fuse only with 2.5 Amp, 125 Volt fuse.
5. Close fuse cover. Slide the fuse access cover on top of the plug
   until it is closed.
6. Risk of fire. DO NOT replace attachment plug. Contains a safety device
   (fuse) that should not be removed. Discard product if the attachment plug is damaged.
Note:
1. When you replace the fuse, please don’t operate suddenly or overexert, or else the
   product may become damaged or cause accident.
2. If the plug does not go into the outlet easily, please make sure you have the plug turned
   the right way.

MAINTENANCE AND STORAGE

- Clean fan body and fan blade to avoid discoloration.
- Use a non-abrasive detergent and soft cloth for cleaning.
- DO NOT immerse the fan in water, and never allow water to drip
  into the motor housing.
- DO NOT use a gasoline thinner or other chemicals to clean fan.
- For storage, clean fan carefully as instructed and store in its
  original box. Store fan in a clean, dry place.

TROUBLESHOOTING

PROBLEM
Fan blade does not rotate after the fan has been started.
There is an abnormal sound when starting the fan.

SOLUTION
- Check to see if plug is inserted into outlet
- Make sure fan blade is unobstructed and is not touching fan screen.
- Make sure fan blade is inserted on the motor shaft properly and is
  properly seated on the rotor pin.
- Make sure fan blade is not hitting fan guard.
- Check to see if there are burns on the fan blade.

CAUTION: DO NOT use fan if power cord is damaged. Contact service center for repair instructions.

18" Oscillating Wall Mount Fan
Instructions

CAUTION: Read Rules for Safe Operation and Instructions Carefully.

WARNING
1. This appliance has a polarized plug (one blade is wider than the other). To reduce the risk
   of electric shock, this plug is intended to fit in a polarized outlet only one way. If plug
   does not fit fully in the outlet, reverse the plug. If it still does not fit, contact a qualified
   electrician. DO NOT attempt to defeat this safety feature.
2. To reduce the risk of fire or electric shock, DO NOT use fan with any solid-state speed
   control devices.

RULES FOR SAFETY OPERATION
1. Never insert fingers, pencils, or any other object through the grille when fan is running.
2. Disconnect fan when moving from one location to another.
3. Disconnect fan when removing grilles for cleaning.
4. Be sure fan is on a stable surface when operating to avoid overturning.
5. DO NOT use fan in window. Rain may create electrical hazard.
6. Ensure that the fan is switched off from the supply mains before removing the grill.

The rules about the cord and plug.
1. This product employs overload protection (fuse). A blown fuse indicates an overload or
   short-circuit situation. If the fuse blows, unplug the product from the outlet. Replace the
   fuse as per the user servicing instructions (follow product marking for proper fuse rating)
   and check the products. If the replacement fuse blows, a short-circuit may be present
   and the product should be discarded or returned to an authorized service facility for
   examination and/or repair.
2. Do not operate any fan with a damaged cord or plug. Discard fan or return to an
   authorized service facility for examination and/or repair.
3. Do not run cord under carpeting. Do not cover cord with throw rugs, runners, or similar
   coverings. Do not route cord under furniture or appliances. Arrange cord away from
   traffic area and where it will not be tripped over.
COMPOUNETS

1. Rear motor cover
2. Front motor cover
3. Motor shaft
4. Rotor pin
5. Swivel screw
6. Base cover
7. Leg
8. 3-speed dial
9. Speed switch pull
10. Oscillation switch pull
11. Rear guard
12. Guard lock
13. Fan blade
14. Blade cap
15. Guard ring
16. Front guard
17. Guard clip
18. Guard clip screw
19. Hanging iron
20. Hanging iron screw
21. Stud

ASSEMBLY

Follow these assembly instructions carefully.

1. Rear guard assembly
   - Turn blade cap clockwise and remove. Turn guard lock counterclockwise and remove.
   - Install the rear guard by aligning it with the three posts on the front motor cover.
   - Secure rear guard with the guard lock.

2. Fan blade assembly
   - Slide fan blade onto motor shaft. Rotate fan blade down onto the shaft stop.
   - Rotate blade cap counterclockwise onto motor shaft to attach fan blade securely.

3. Front guard assembly
   - Align front guard onto rear guard. Slide guard ring onto both the front guard and rear guard.
   - Tighten guard clip screw into guard ring to secure the front guard and Rear guard together.

4. Hanging iron installation
   - Find where the stud is in the wall and drill holes.
   - Fasten the hanging iron securely to the wall with the supplied screws.
   - NOTE: For cement walls, please contact your local hardware store for an appropriate fastener.

5. Fan installation
   - Hang fan on wall by sliding metal hanger on the back of the fan down onto hanging iron.

HOW TO REMOVE FRONT GUARD

- Loosen guard clip screw.
- Carefully pull off guard ring and front guard to access fan blade.

OPERATING FEATURES

This fan has 3 fan speeds
- Pull speed cord to change speeds and turn off.
- Pull oscillation cord once for oscillation.
- Pull oscillation cord again to stop oscillation.

SPECIAL PRECAUTIONS

Make sure the outlet voltage complies with specifications on the fan.
- To avoid shock, make sure hands are dry before unplugging or plugging in the power plug.
- Do not use fan in contact with curtains or where fan can not work properly.
- Do not leave children unattended with fan and don’t allow fan to blow directly on anyone for too long.
- Do not spray insecticide, any type of resin or paint into fan as it will result in damage.

Do not bend or pull power cord with force. Check power plug and cord for damage before using.
Product Specifications

SPYDR 1200
Superior Photosynthetic Yield Direct Radiator

LED Lighting System

FEATURES & SPECIFICATIONS

INTENDED USE — Ideal for use in replacing 1000W High Pressure Sodium (HPS) and Metal Halide (MH) lighting systems in Greenhouse, controlled environment agriculture, horticulture and floriculture lighting applications.

CONSTRUCTION — Extruded aluminum alloy chassis with integrated heatsink fins for superior cooling through natural convection. To ensure long-term protection from exposure, the chassis heat sink is powder painted red after fabrication.

OPTICS — Narrow (30 Degree), Narrow/Medium (45 Degree), Medium (60 Degree), Medium/Wide (75 Degree) and Wide (90 Degree) distributions are available to meet both horizontal and vertical light level requirements. Proprietary precision optical system utilizes precision-formed optics constructed of highly reflective specular aluminum.

ELECTRICAL — Input voltage automatically adjusts between 90-305 VAC. 347-480VAC option available for Canada. Thermally protected drivers. LED current provides increased electrical efficiency and reduced heat for extended component life. Each LED light bar can be removed without overdriving the remaining light bars. Typical integrated flux for the GROW MAX spectrum is 1130 PPF. Typical input wattage is 685W for GROW MAX spectrum.

SAFETY LISTINGS — ETL certified (UL standards). CE certified to Low Voltage and EMC safety directives. ROHS compliant.

WARRANTY — Three-year limited warranty. Complete warranty terms located at www.bmlhorticulture.com/warranty

INSTALLATION — For optimal plant growth, mount the fixture as close to the plant canopy as possible (~10-12"), while maintaining the desired lateral coverage.

Specifications subject to change without notice.
Actual performance may differ as a result of end-user environment and application and/or based on the LED bins used during fixture assembly.

Fixture weight: 34 lbs / 15 kg

Part Number Configuration

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Sample Part Number: SP2103630GM
## Botanicare® Original Inside Dimension (ID) White Grow Trays

### Overview

#### 707050 - Botanicare ID White 2 ft x 2 ft Grow Tray

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#### 707067 - Botanicare ID White 2 ft x 4 ft Grow Tray

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707080 - Botanicare White 24 in x 44 in x 7 in Propagation Tray

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707406 - Botanicare ID White 2 ft x 8 ft Grow Tray

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707065 - Botanicare ID White 3 ft x 3 ft Grow Tray

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</tr>
<tr>
<td>Volume (cf):</td>
<td>5.921</td>
<td>19.2926</td>
</tr>
<tr>
<td>Dim Weight (in³/lb):</td>
<td>52.7439</td>
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<td>Weight (lb):</td>
<td>14.2</td>
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<td>Height (in):</td>
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<td>20.20</td>
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<tr>
<td>Product Length (in):</td>
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<td>Product Width (in):</td>
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707225 - Botanicare ID White 3 ft x 6 ft Grow Tray

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<td>Quantity:</td>
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**707090 - Botanicare ID White 4 ft x 4 ft Grow Tray**

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**707045 - Botanicare ID White 4 ft x 8 ft Grow Tray**

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707030 - Botanicare White 42 in x 8 in x 4 in Grow Tray

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707035 - Botanicare White 44 in x 6 in x 4 in Grow Tray

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<td>Weight (lb):</td>
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<td>Length (in):</td>
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<tr>
<td>Width (in):</td>
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707060 - Botanicare White 22 in x 36 in x 7 in Grow Tray

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<table>
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<tr>
<th>Part#</th>
<th>Title</th>
<th>MSRP</th>
<th>Wish List</th>
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</table>

Find Retailer (page/findretailer)
Staples Hyken Technical Mesh Task Chair, Black

Price: $229.99
Instant Savings: - $95.00

$134.99 *
Each
*Price after savings
Estimated to arrive no later than Thu, Jun 4

SquareTrade Protection Plan
- 3 Year Protection Plan $29.99
- One Year Assembly - 1 Chair $30.00

QTY. 1 ADD TO CART

Daily Deal
Offer Expires on 06/06/2015
See Details

CUSTOMERS WHO VIEWED THIS ALSO VIEWED:

Raynor Eurotech Apollo Mesh Back Task Chair,
This chair has a height adjustable back and seat, height and width adjustable arms and back tilt and tensions control. Color: Black...

HON Nucleus Knit Mesh Back Task Chair, Black
One of the most attractive and comfortable chairs available on the market, at any price HON Nucleus Knit Mesh Back Task Chair, Black...

Modway EEI-721 Task Chair, Black
The Modway office chair in black color provides a convenient 360 degree swivel mechanism which allows for optimum range of motion....

RELATED SEARCHES
- eurotech apollo mesh back chair
- task chair black
- office task chair black
- mesh task chair black
PRODUCT DETAILS
Staples Hyken Heavy-Duty Mesh Office Chairs with Adjustable Arms

Keep cool and collected throughout your workday with the Staples Hyken Technical Mesh Task Chair. Featuring breathable mesh and customizable seat positioning, this Staples office chair's technical design keeps you comfortable for hours. Perfect your seated position with changeable height and tilt and adjustable arms and lumbar support.

- Technical mesh breathable seat and back for cooling airflow
- Adjustable height, tilt, tilt tension, arms, and lumbar support
- Overall dimensions: 45-1/10 x 27-2/5 x 27-4/5 inches (HxWxD)
- Seat dimensions: 17-3/8 x 17 inches (WxD)
- Back dimensions: 19-5/8 x 22-3/8 (WxD)
- Adjustable seat height ranges from 16.9 to 20.7 inches floor-to-seat
- Hourly usage: 5-10 hours per day
- Weight capacity: up to 250 pounds
- 5-year manufacturers limited warranty

Modern Breathable Mesh Fabric
Stay cool for every task with this Staples Hyken technical mesh task chair. The mesh back lends a modern look and allows for cooling airflow.

Easy Adjustments for Customized Comfort
This heavy-duty mesh computer chair is built with a tilt tension lever for easy tilt customization. When you're satisfied with your position, the tilt lock prevents the chair from leaning too far. This adjustable chair's pneumatic height adjustment provides easy changes while the self-adjusting headrest supports your neck, reducing muscle pain.

Rolling Base Moves Easily on Carpet
Designed with sturdy carpet casters, this executive desk chair can support up to 250 pounds over a full workday. The rolling casters allow easy, smooth motion across your office floor.

Product Information
This Hyken technical mesh task chair measures 45-1/10 to 49 by 27-2/5 by 27-3/5 inches (HxWxD) and is weight rated up to 250 pounds. It is backed by a five-year manufacturer limited warranty.

About Staples Furniture
Staples Furniture offers a wide variety of office furniture for your business and home office needs. From ergonomic chairs for the active worker to impressive executive chairs for the busy CEO, our deluxe furniture will add a unique touch to any room. Choose from our collection of chairs, desks, bookcases, filing cabinets, and more.

Package Contents
Staples Hyken Technical Mesh Task Chair in black.

Would you like to give feedback on product content, images, or tell us about a lower price?

SPECIFICATIONS

<table>
<thead>
<tr>
<th>Chair Upholstery</th>
<th>Mesh</th>
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</thead>
<tbody>
<tr>
<td>Arm Style</td>
<td>Adjustable Arms</td>
</tr>
<tr>
<td>Chair Type</td>
<td>Computer and Desk</td>
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<tr>
<td>Chair Material</td>
<td>Mesh</td>
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<tr>
<td>Arm Type</td>
<td>Adjustable</td>
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<tr>
<td>Color Family</td>
<td>Black</td>
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</table>
globalindustrial.com - Material Handling Equipment|Workbenches|Fur...  

Nexel® Green Epoxy Wire Shelving, 72"W X 18"D X 63"H

Availability: Usually ships same day.
Item #: T9AB1137257

<table>
<thead>
<tr>
<th>Qty</th>
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<tr>
<td>5+</td>
<td>$194.95 ea.</td>
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</table>

Product Information

Nexel® Green Epoxy Wire Shelving, 189207GZ, 72"W X 18"D X 63"H

The Green Epoxy finish of these wire shelves is so tough that we offer a 15 Year Limited Warranty against rust and corrosion. It features Nexgard, an anti-microbial agent that protects the epoxy coating from growth of bacteria, mildew and molds. The easy-slide shelf surface makes loading and unloading a snap. Shelves adjust at 1" increments on numbered posts for easy alignment. Assembles and adjusts without tools.

This Starter Unit includes 4 posts, 4 shelves and snap-on sleeves to secure shelves.

Product Specifications

| WIDTH INCHES | 72 |
| DEPTH INCHES | 18 |
| HEIGHT INCHES | 63 |
| COLOR FINISH | Green |
| BRAND | Nexel |
| CONSTRUCTION | Steel |
| MANUFACTURERS PART NUMBER | 187206 |
| PACKAGE QUANTITY | 1 |
| SHELF CAPACITY LBS | 800 |
| SHELF QUANTITY | 4 |
| COMPONENT TYPE | Not Applicable |
| WARRANTY | 15 Years |

General Sales

For product information or to place an order, please contact us at sales@globalindustrial.com, or 1-888-578-7759.

Customer Support

For assistance regarding an order already placed or received, please contact us at 1-888-628-3466 or service@globalindustrial.com.

For information on an outstanding invoice, please email our Accounts Receivable Department at AR@globalindustrial.com.

Mail your remittances to:
Global Industrial
PO Box 995713
Charlotte, NC 28290-5713

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SELECTIVE PALLET RACK

- The best solution where it is necessary to keep a wider variety of articles in pallets.

Selective pallets enable direct access to all stored pallets. Gives the advantage of handling one pallet without the need to move the others. Easy stock control as each place is one-pallet position. Absolute load storage flexibility both terms of weight and volume. FOB Shipping Point.

Click on the Product No(s). below to view further information and order now!

### UPRIGHT FRAMES

<table>
<thead>
<tr>
<th>Product No.</th>
<th>Frame Size W x H</th>
<th>Cap. (lbs.)</th>
<th>Wt. (lbs.)</th>
<th>Price Ea.</th>
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### TUBULAR STEP BEAM

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### ACCESSORIES

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<td>HT0047675</td>
<td>12&quot; row spacer/wall tie</td>
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<td>9&quot; row spacer/wall tie</td>
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<td>$4.67</td>
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Aero Manufacturing 2TGBX-2448 96"W x 24"D Premium Workbench 4" Backsplash Galv.

Availability: Usually ships in 15 to 18 days
Item #: 1998203112
Price: $735.00

Product Information

Premium Workbench 4" Backsplash Galv. 96"W x 24"D

This Stainless Steel Workbench with 4" Backsplash, Galvanized Steel Legs and Crossbracing features a 14GA 304 Type Stainless Steel Top measuring 96"W x 24"D. Crossbracing is 1-1/4" O.D. 16 gauge galvanized steel. Tubular legs are 1-5/8" O.D 18 gauge galvanized steel, complete with 1" adjustable impact resistant, plastic feet. Stainless steel benches are sound deadened to resist vibration with 1-7/8" hemmed safety edges. Fully welded gusset for extra rigidity. NSF® Listed.

Product Specifications

| WIDTH INCHES | 96 |
| DEPTH INCHES | 24 |
| HEIGHT INCHES | 35 |
| ASSEMBLY | Unassembled |
| GAUGE | 14 |
| TOP CONSTRUCTION | 14 Gauge 304 Stainless Steel Square Edge |
| LEG QUANTITY | 6 |
| BRAND | Aero Manufacturing |
| BACKSPLASH HEIGHT INCHES | 4 |
| TUBE DIAMETER INCHES | 1-5/8 |
| CAPACITY CUBIC FEET | 11 |

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Mailing Addresses
### SPECIFICATIONS

**Sun Blaze® T5 HO 240 Volt Fluorescent Fixtures**

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<tr>
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<th>AMPS</th>
<th># OF LAMPS</th>
<th>LAMP WATTAGE</th>
<th>POWER SWITCHES</th>
<th>DIMENSIONS (INCHES)</th>
<th>WEIGHT (LBS)</th>
</tr>
</thead>
<tbody>
<tr>
<td>960382</td>
<td>Sun Blaze T5 HO 44</td>
<td>•</td>
<td>•</td>
<td>•</td>
<td>240</td>
<td>1</td>
<td>4</td>
<td>54(total)</td>
<td>No</td>
<td>47×12.5×2.5</td>
<td>15</td>
</tr>
<tr>
<td>960384</td>
<td>Sun Blaze T5 HO 48</td>
<td>•</td>
<td>•</td>
<td>•</td>
<td>240</td>
<td>2</td>
<td>8</td>
<td>54(total)</td>
<td>No</td>
<td>47×22.5×2.5</td>
<td>22.8</td>
</tr>
</tbody>
</table>

* = yes

This document is not intended to be used for installation purposes. We cannot cover all specific applications or anticipate all requirements. All specifications are subject to change without notice.
All drawings and depictions are for illustration purposes only.

We have created this document for your ease of review and understanding and to assist you in visualizing the equipment and systems.

This document is not for construction use or to be considered a submission of shop drawings.
The Client herein referred to as the OWNER and BROWN SECURITY DESIGNS, INC., the Bank Equipment Contractor, herein referred to as BROWN, have entered into an agreement wherein BROWN is to furnish and install certain Bank Equipment and Systems into a specific project that is being constructed or otherwise occupied by the OWNER. The parties (OWNER and BROWN) have agreed that BROWN SECURITY DESIGNS, INC. will provide certain goods and services related to the project. The installation of said equipment by BROWN is predicated upon the OWNER providing, at its expense, all required infrastructures and related construction work as required in order to accept the work of BROWN.

RESPONSIBILITIES OF OWNER FOR GENERAL CONSTRUCTION

It is the responsibility of the OWNER to provide the construction of the project's infrastructure and all related construction work specified by BROWN needed to support the installation work of the bank equipment. Construction of the project's infrastructure is to be in accordance with the specification of BROWN and is work that is to be provided by the OWNER or the Owners Construction Contractors at no cost to BROWN. Additionally other TRADES may be required to build out the work as may be specified in addition to the items listed below at no cost to BROWN. BROWN presumes general cooperation with the TRADES to facilitate the timely and proper installation of the Bank Equipment. All costs related to the development of the specification of the construction work (or related work) and the actual construction of the infrastructure is the responsibility of the OWNER and is generally contracted for separately and apart from the Bank Equipment Contract.

- Free and Clear Access - The general contractor shall provide free and clear access for delivery of all banking equipment from arrival at job site on through point of installation. All necessary floor, wall, canopy and ceiling openings, window or door removal and/or reinstallation and any other building fixtures and/or structures that must be removed to accommodate the moving of the bank equipment to the point of installation to include storing and erection of bank equipment, as may be required, shall be provided by the general contractor.

- Support Structure and Equipment Detail Requirements - The OWNER shall be responsible to construct all required structures as listed, but not limited to: wall and/or masonry openings, access panels, floor structures, canopies, curbs, islands enclosures. Additionally, the OWNER shall be responsible to provide any excavations and back filling of said excavations that are needed to accommodate the proper installation and ongoing operation of the Bank Equipment. All work related to the above work shall be approved by the project architect and/or engineers to insure compliance with project needs and/or engineering standards. Additionally, all support structures shall be constructed to suit the equipment's installation for proper ongoing use of the product.

- Patching and Repair - All required building or site patching and/or replacement of items that were affected by the normal installation of the bank equipment shall be provided by the OWNER. Such repair and/or replacement work does not include any unintentionally caused damage related to the negligence of BROWN.

- Protection of Equipment - When BROWN is required to install banking equipment before the OWNER has completed all related construction work and the project has not proceeded adequately in the opinion of BROWN to accept the installation of the work then the OWNER, at its own expense, shall provide necessary protection of the work of BROWN to ensure proper protection of such equipment from the work of other trades and to protect it from the environments not considered acceptable to BROWN.

- Physical Security Equipment - Safes and Vaults and ATMs The OWNER shall prepare all affected exterior site conditions (per document provided by BROWN) and as follows: The exterior site shall be prepared to accept the off loading, storage, and approach areas to accommodate forklift operation (minimum 10,000 lbs., gross weight). All surfaces to be graded for operation of forklift from off load point to related support slab areas. Site to be graded up to level with top of slab on all four sides. Non-paved surfaces shall be minimum of #1 or #2 crushed stone or equivalent fully compacted to sustain weight of flat bed 45,000 lb delivery trucks and the operation of a small-wheeled forklift plus load in excess of 14,000 lbs. All interior and exterior vault finishes are to be provided by the owner including plywood floor covering and finished floor surfaces, wall coverings and ceiling finishes and light fixtures.

RESPONSIBILITIES OF OWNER - ELECTRICAL WORK

It is the responsibility of the OWNER to furnish and install all electrical power source(s) and conduit systems required to operate and/or accept the installation of the banking equipment and systems. The electrical contractors work is the responsibility of the OWNER and shall be provided at the OWNERS expense.
GENERAL RESPONSIBILITIES

RESPONSIBILITIES OF OWNER - ELECTRICAL WORK (continued)

Each electrical power source shall be separate 110 VAC single phase (unless otherwise indicated) for each system. Each electrical circuit shall be minimum 30 AMP 60 AMP or 100 AMP circuit (as indicated for their product/device being provided unless otherwise indicated) and dedicated to the sole operation of the bank equipment product the circuit shall be properly marked on the respective circuit breaker panel. All circuit breakers shall each have a mechanical device to lock the breaker in the "on" position 24 hours/day. Each primary power circuit shall be terminated in either a hard wire direct connection to the equipment or in a plug-in style device designed to accept the specified connector as provided by BROWN.

The electrical contractor shall furnish and install all required electrical conduits, pull boxes, junction boxes, cover plates and fittings as required to support the installation of all devices as provided by BROWN. The electrical contractor shall provide conduit and termination boxes at the location(s) specified on BROWN drawings and shall pull all low voltage wire into the conduit system and terminate each wire run in accordance with BROWN'S specifications.

RESPONSIBILITIES OF BROWN SECURITY DESIGNS, INC.

All installation work to be provided by BROWN shall be by BROWN employees or sub contractors of choice. All labor to effect the installation of the Bank Equipment shall be non-union. Any requirement of the OWNER for BROWN to provide any labor using Union Trades shall be at additional cost to the OWNER. In the event the OWNER requires Union Labor to effect the installation of BROWN work all costs included in the contract with the OWNER that is related to the installation work as listed by BROWN shall be used to provide a supervisor to ensure the work performed by the Union Trade is in conformance with BROWN'S specification, and all Union Costs shall be in addition to the contract amount.

BROWN shall provide the OWNER with the required shop drawings necessary for the construction of building elements needed to accept the proper placement and/or installation of the equipment being provided by BROWN.

BROWN shall deliver all equipment to job site (except that noted as "purchased F.O.B., installation by others"), off load and transport all equipment to point of installation. The equipment will then be erected or otherwise installed in place by BROWN'S installers and/or subcontractors or agents.

BROWN shall provide all necessary tooling and equipment required to properly install the banking equipment on the first floor of the facility with all structural support provided by others except as may be noted elsewhere as "specialty equipment to be provided by the general contractor".

BROWN shall remove, from the construction area, all crating, boxing or other waste materials caused by the installation of the banking installation.

BROWN shall provide electrical drawings showing device locations, conduit and pull boxes required to support the bank equipment provided. The electrical requirements shown by BROWN are to be considered minimum requirements necessary to support the Bank Equipment and provision of same in accordance with all electrical codes is the responsibility of the contractor.

BROWN will provide an electrical riser diagram showing the minimum electrical requirements necessary for all Bank Equipment Products. The riser diagram will be reviewed with the electrical contractor by a designated BROWN installation person or agent to determine the low voltage cabling required for the application. BROWN will provide all low voltage wire as required which is to be installed and otherwise pulled in place by the electrical contractor in accordance with BROWN'S specification. Upon installation of all low voltage wiring, the electrical contractor shall properly tag all wire terminations. If for any reason the electrical contractor cannot complete a wire pull prior to BROWN'S need to install said equipment, the electrical contractor shall install a "drag line" into the effected conduit.

BROWN shall deliver and install all equipment to job site supplied by BROWN (except that noted as "purchased F.O.B., installations by others") and will make low voltage wire connections to devices being provided. BROWN shall check and test all operating systems in preparation for system turnover to the OWNER.

BROWN vault installation responsibilities shall be to provide protection of floor using single sheets of plywood for floor areas accessed by the forklift. However, aside from this protective measure, BROWN accepts no responsibility for the structural integrity of the floor slab.
Contractor Site Review Checklist

VAULT EQUIPMENT

Vault Panel Structure
Concrete Support Slab

- Verify thickness, size and location of support slab
- Vault slab to be larger than the footprint of the vault structure by 6" in each direction beyond the exterior projection of all four walls of the vault provided; The slab must extend 6" beyond the face of the vault door location
- If the vault is provided with floor panels the slab shall be recessed from the bank floor slab to accept the floor panels, check the vault drawing for details
- Placement of the support slab will be checked against the door swing to allow for full opening of the vault door
- Vault Door and floor pit to be grouted by the contractor
- Contractor to provide free and clear access for the installation of the vault panels and door; Free and clear access is defined as minimum operating room of a 10' wide area extended out 14’ from the front of the vault and 14’ area on one side of vault; Minimum ceiling clearance is 11’ 6” (see clearance detail sheet); The area around the outside of the vault must be free and clear for forklift access to the vault pad
- Contractor to provide free and clear access for transport of vault panels and vault door into building; Minimum clear passage required 8’ H X 10’ W (see site compaction information)
- The site should be accessible for Small Wheeled 12,000 lb. forklift installation; The minimum site requirements would be compressed, crushed stone, with fully compacted gravel topping from the point of off-loading through staging area to the vault slab; The area around the slab must be forklift accessible for panel installation; (See typical photo)
- Contractor to provide structural support to accommodate vault installation and all areas of transport within the building
This drawing and depiction is for illustration purposes only. We have created this document for your ease of review and understanding and to assist you in visualizing the equipment and systems.

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VAULT PIT AREA
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NON STEEL PARTITION REQUIREMENTS

(2) 2" x 8" Framing for vault daygate mounting
Mounting hardware with anchor bolts into wood framing

Solid shaded represent 7" wide solid wood construction framing to facilitate secure mounting of inner vault daygate

Front Elevation
EQUIPMENT USED FOR TRANSPORTATION
Redacted pursuant to N.Y. Public Officers Law, Art. 6
Attachment B: Identification of All Equipment

EQUIPMENT USED FOR EXTRACTION
PRE-EXTRACTION AND MILLING EQUIPMENT

All material on this page contain trade secrets that are exempt from disclosure under the Freedom of Information Law (FOIL) contained in Article 6 of the Public Officers Law.
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EXTRACTION AND
ISOLATION EQUIPMENT
LIST OF EQUIPMENT FOR QUANTATIVE/INDUSTRIAL EXTRACTION AND ISOLATION OF CHEMICAL CONSTITUENTS OF CANNABIS
Redacted pursuant to N.Y. Public Officers Law, Art. 6

All material on this page contain trade secrets that are exempt from disclosure under the Freedom of Information Law (FOIL) contained in Article 6 of the Public Officers Law.
LIST OF EQUIPMENT AND SPECIFICATION FOR CANNABIS MOLECULAR BIOLOGY RESEARCH LABORATORY

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LIST OF EQUIPMENT AND SPECIFICATIONS FOR CANNABIS TISSUE CULTURE LABORATORY

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Redacted pursuant to N.Y. Public Officers Law, Art. 6
EQUIPMENT FOR INCINERATION
Agricultural Incinerators

Stainless steel stack cap with added material for longer life

Capacities from 200 to 850 pounds (91 to 386 kg)

Counter-balance arm design and mounting location for greater door strength and smoother operation

Lower height for easier loading

Double wall thickness on side section of chamber top for added strength and longer life

Ventilation ports dissipate excess heat during operation

Easier-to-move skid base design for added strength and balance

Model A200

Models Available from 200 to 850 Pounds
The Benefits of Shenandoah Incinerators

Efficient Combustion Technology
- Rapid incineration means low fuel consumption
- Thick refractory lining in main chamber retains heat and increases efficiency
- Waste can be destroyed as fast as it accumulates (under normal conditions with a properly sized unit)

Easy to Use
- Timer operation with auto-ignition (no pilots to light)
- Easier loading and ash removal with lower profile and improved doors
- Single burner requires less maintenance

Biosecure and Sanitary
- Achieve complete disposal of carcasses the first burn – no need to rearrange remains
- Virtually eliminate smoke and odor (optional secondary burner available for use where required by regulation)
- Leaves only sterile white ash and brittle bone fragments

Proven, Quality Incineration Since 1962
- Lower profile and modified base are stronger
- Constructed of heat-resistant aluminized steel, stainless steel and industrial strength refractory
- Continuous-welded bottom seams for added durability and no grates to replace

Model A200

Shenandoah
Features and Models to Meet Your Incineration Needs

Model A200
Gas-Fired Burner Unit

Low height of chamber and counter-weighted top make loading easy.

Model A600

A secondary burn chamber is an available option on all Shenandoah incinerators.

Models A600 and A850 both feature a hinged ash door in the front of the unit for easy clean-out.

Recommended Use Based on Typical Farm Size

<table>
<thead>
<tr>
<th>Model</th>
<th>Broilers</th>
<th>Breeders</th>
<th>Turkeys</th>
</tr>
</thead>
<tbody>
<tr>
<td>Model A200</td>
<td>200 pounds (91 kg) capacity</td>
<td>6.3 cubic foot (0.18 m³) chamber</td>
<td>40,000</td>
</tr>
<tr>
<td>Model A400</td>
<td>400 pounds (181 kg) capacity</td>
<td>12.6 cubic foot (0.36 m³) chamber</td>
<td>80,000</td>
</tr>
<tr>
<td>Model A600</td>
<td>600 pounds (272 kg) capacity</td>
<td>18.9 cubic foot (0.54 m³) chamber</td>
<td>120,000</td>
</tr>
<tr>
<td>Model A850</td>
<td>850 pounds (386 kg) capacity</td>
<td>26.5 cubic foot (0.75 m³) chamber</td>
<td>175,000</td>
</tr>
</tbody>
</table>

Base the size of your incinerator on the total pounds of loss (expected flock mortality) that will need to be incinerated each day. Plan to operate the incinerator only once per day when the flock is young. Sizing your unit this way builds in expansion capacity as birds grow older and heavier. Two burns per day is considered maximum capacity.
# Shenandoah Incinerator Specification Chart

<table>
<thead>
<tr>
<th>Model Number</th>
<th>A200</th>
<th>A400</th>
<th>A600</th>
<th>A850</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CAPACITY</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Waste Chamber Capacity (Type IV Waste - Animals)</td>
<td>200 lbs. (91 kg)</td>
<td>400 lbs. (181 kg)</td>
<td>600 lbs. (272 kg)</td>
<td>850 lbs. (386 kg)</td>
</tr>
<tr>
<td>Waste Chamber Volume (Type IV Waste - Animals)</td>
<td>6.3 ft³ (0.18 m³)</td>
<td>12.6 ft³ (0.36 m³)</td>
<td>18.9 ft³ (0.54 m³)</td>
<td>26.5 ft³ (0.78 m³)</td>
</tr>
<tr>
<td><strong>OPERATION</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Charging Rate per Charge - Batch Loaded (Typical pathological waste with a CFR/CFR rating of 1000)</td>
<td>200 lbs. (91 kg)</td>
<td>400 lbs. (181 kg)</td>
<td>600 lbs. (272 kg)</td>
<td>850 lbs. (386 kg)</td>
</tr>
<tr>
<td>Burn Rate (Per Hour)</td>
<td>45 lbs. (20 kg)</td>
<td>80 lbs. (35 kg)</td>
<td>75 lbs. (34 kg)</td>
<td>90 lbs. (41 kg)</td>
</tr>
<tr>
<td>Approx. Time for Complete Burn-Out</td>
<td>4.5 hours</td>
<td>7 hours</td>
<td>8 hours</td>
<td>9 hours</td>
</tr>
<tr>
<td>Approx. Amount of Residue</td>
<td>10 lbs. (4.5 kg)</td>
<td>20 lbs. (9 kg)</td>
<td>30 lbs. (13.6 kg)</td>
<td>42.5 lbs. (19 kg)</td>
</tr>
</tbody>
</table>

| **DIMENSIONS & WEIGHT** |      |      |      |      |
| (Excluding stacks, arms & burners) |      |      |      |      |
| **Other Dimensions & Specifications** |      |      |      |      |
| **Width** | 26 in. (66 cm) | 36 in. (91 cm) | 38 in. (96 cm) | 41.5 in. (106 cm) |
| **Height** | 32 in. (81 cm) | 34 in. (86 cm) | 34 in. (86 cm) | 45 in. (114 cm) |
| **Length** | 42 in. (107 cm) | 45 in. (114 cm) | 50 in. (127 cm) | 60 in. (152 cm) |

| **Door Opening** | 19 x 30 in. (48 x 76 cm) | 22 x 30 in. (56 x 76 cm) | 26 x 30 in. (66 x 76 cm) | 21 x 37 in. (53 x 94 cm) |
| **Height to Door Opening** | 29.5 in. (75 cm) | 30.5 in. (77 cm) | 33 in. (84 cm) | 36 in. (91 cm) |
| **Height to Top of Stack** | 8 ft. 6 in. (2.59 m) | 11 ft. (3.35 m) | 14 ft. 5 in. (4.40 m) | 14 ft. 6 in. (4.47 m) |
| **Minimum Suggested Stack Size without a Shelter** | 6 ft x 8 ft x 4 ft (1.8 m x 2.4 m x 1.2 m) | 6 ft x 8 ft x 4 ft (1.8 m x 2.4 m x 1.2 m) | 8 ft x 10 ft x 4 ft (2.4 m x 3.0 m x 1.2 m) | 8 ft x 10 ft x 4 ft (2.4 m x 3.0 m x 1.2 m) |
| **Approx. Total Weight** | 1350 lbs. (609 kg) | 1975 lbs. (902 kg) | 3000 lbs. (1361 kg) | 4000 lbs. (1820 kg) |
| **Units per 40-Foot Container** | 21 | 12 | 10 | 10 |

| **STACK INFORMATION** |      |      |      |      |
| Lined Stacks |      |      |      |      |
| **Height** | 2 ft. (0.6 m) | 2 ft. (0.6 m) | 2 ft. (0.6 m) |      |
| **Diameter** | 14 in. (36 cm) | 14 in. (36 cm) | 14 in. (36 cm) |      |
| **Steel Gauge** | 14 (1.0 mm) | 14 (1.0 mm) | 14 (1.0 mm) |      |
| **Steel Type** | Aluminized | Aluminized | Aluminized |      |
| **Refractory lined** | Yes | Yes | Yes |      |

| Unlined Stacks |      |      |      |      |
| **Height** | 5 ft. (1.5 m) | 5 ft. (1.5 m) | 10 ft. (3.0 m) | 8 ft. (2.4 m) |
| **Diameter** | 12 in. (30.5 cm) | 12 in. (30.5 cm) | 12 in. (30.5 cm) | 12 in. (30.5 cm) |
| **Steel Gauge** | 16 (1.0 mm) | 16 (1.0 mm) | 16 (1.0 mm) | 16 (1.0 mm) |
| **Steel Type** | Stainless | Stainless | Stainless | Stainless |
| **Refractory lined** | No | No | No | No |
| **Stack Cap** | Stainless Steel Screened | Stainless Steel Screened | Stainless Steel Screened | Stainless Steel Screened |

| **BURNER TYPE, FUEL CONSUMPTION & ELECTRICAL** |      |      |      |      |
| Note: A secondary burn chamber is an available option on all models. Use (as required by regulations) will change performance statistics. |      |      |      |      |

| **Burner (LP and Natural Gas)** |      |      |      |      |
| **Fuel** | LP or Natural Gas | LP or Natural Gas | LP or Natural Gas | LP or Natural Gas |
| **Ignition** | Spark-Ignition | Spark-Ignition | Spark-Ignition | Spark-Ignition |
| **Flame Safety** | Electronic | Electronic | Electronic | Electronic |

| **Burner (Fuel Oil)** |      |      |      |      |
| **Fuel** | Oil | Oil | Oil | Oil |
| **Ignition** | Continuous Spark | Continuous Spark | Continuous Spark | Continuous Spark |
| **Flame Safety** | CAD Cell | CAD Cell | CAD Cell | CAD Cell |

| **Fuel Consumption** |      |      |      |      |
| **LP (Liquid Propane)** | 3.0 gallons/hour (11.4 liters/hour) | 3.0 gallons/hour (11.4 liters/hour) | 5.0 gallons/hour (22.0 liters/hour) | 7.5 gallons/hour (27.3 liters/hour) |
| **Natural Gas** | 275.0 CTH (71 m³/hour) | 275.0 CTH (71 m³/hour) | 500.0 CTH (180 m³/hour) | 660.0 CTH (187 m³/hour) |
| **Fuel Oil** | 2.8 gallons/hour (9.5 liters/hour) | 2.8 gallons/hour (9.5 liters/hour) | 3.0 gallons/hour (11.3 liters/hour) | 3.0 gallons/hour (11.3 liters/hour) |

| **Electrical Service** |      |      |      |      |
| All units available for either 115V 60 Hz 20 amp or 220V 50 Hz 10 amp. |      |      |      |      |

1. Always install incinerators in accordance with local codes and ordinances, subject to regulatory agencies.
2. Stack test data is available from the distributor for permit application. If on-site testing is required, it is the responsibility of the purchaser and can be arranged through the distributor.
3. Outside installation is recommended with a simple metal roof or three-sided metal shelter, providing a minimum of four feet of clearance from any combustible material.

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## Shenandoah Incinerator Specification Chart

### CAPACITY

<table>
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<tr>
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<td>18.9 ft³ (0.54 m³)</td>
<td>26.5 ft³ (0.75 m³)</td>
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### OPERATION

(Note: Always cool down and remove ash before reloading)

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<td>850 lbs. (386 kg)</td>
</tr>
<tr>
<td>Burn Rate (Per Hour)</td>
<td>45 lbs. (20 kg)</td>
<td>50 lbs. (25 kg)</td>
<td>75 lbs. (34 kg)</td>
<td>90 lbs. (41 kg)</td>
</tr>
<tr>
<td>Approx. Time for Complete Burn-Out</td>
<td>4 hours</td>
<td>7 hours</td>
<td>8 hours</td>
<td>9 hours</td>
</tr>
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<td>Approx. Amount of Residue</td>
<td>10 lbs. (4.5 kg)</td>
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<td>30 lbs. (13.6 kg)</td>
<td>42.5 lbs. (19 kg)</td>
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### DIMENSIONS & WEIGHT

(Exceptional stacks, arms & burners)

<table>
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<th>A600</th>
<th>A850</th>
</tr>
</thead>
<tbody>
<tr>
<td>Width</td>
<td>26 in. (66 cm)</td>
<td>36 in. (91 cm)</td>
<td>36 in. (91 cm)</td>
<td>44.6 in. (113 cm)</td>
</tr>
<tr>
<td>Height</td>
<td>32 in. (81 cm)</td>
<td>54 in. (86 cm)</td>
<td>54 in. (88 cm)</td>
<td>45 in. (114 cm)</td>
</tr>
<tr>
<td>Length</td>
<td>42 in. (107 cm)</td>
<td>45 in. (112 cm)</td>
<td>50 in. (122 cm)</td>
<td>50 in. (122 cm)</td>
</tr>
</tbody>
</table>

### Other Dimensions & Specifications

<table>
<thead>
<tr>
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<th>A200</th>
<th>A400</th>
<th>A600</th>
<th>A850</th>
</tr>
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<tbody>
<tr>
<td>Door Opening</td>
<td>19 x 20 in. (48 x 51 cm)</td>
<td>22 x 20 in. (56 x 74 cm)</td>
<td>25 x 30 in. (64 x 76 cm)</td>
<td>21 x 27 in. (53 x 69 cm)</td>
</tr>
<tr>
<td>Height to Door Opening</td>
<td>29.5 in. (75 cm)</td>
<td>30.5 in. (77 cm)</td>
<td>33 in. (84 cm)</td>
<td>36 in. (91 cm)</td>
</tr>
<tr>
<td>Height to Top of Stack</td>
<td>6 ft. 6 in. (2.0 m)</td>
<td>11 ft. (3.35 m)</td>
<td>14 ft. 5 in. (4.38 m)</td>
<td>14 ft. 6 in. (4.47 m)</td>
</tr>
<tr>
<td>Minimum Suggested Sub-Size without a Shelter (length x width x thickness)</td>
<td>6 ft. x 8 ft. x 4 in. (1.8 m x 2.4 m x 10 cm)</td>
<td>6 ft. x 8 ft. x 4 in. (1.8 m x 2.4 m x 10 cm)</td>
<td>8 ft. x 10 ft. x 4 in. (2.4 m x 3 m x 10 cm)</td>
<td>8 ft. x 10 ft. x 4 in. (2.4 m x 3 m x 10 cm)</td>
</tr>
<tr>
<td>Approx. Total Weight</td>
<td>1330 lbs. (603 kg)</td>
<td>1975 lbs. (896 kg)</td>
<td>3000 lbs. (1361 kg)</td>
<td>4000 lbs. (1820 kg)</td>
</tr>
<tr>
<td>Units per 40-Foot Container</td>
<td>21</td>
<td>12</td>
<td>10</td>
<td>10</td>
</tr>
</tbody>
</table>

### STACK INFORMATION

#### Lined Stacks

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<tr>
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<th>A600</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Height</td>
<td>2 ft. (0.6 m)</td>
<td>2 ft. (0.6 m)</td>
<td>2 ft. (0.6 m)</td>
<td>2 ft. (0.6 m)</td>
</tr>
<tr>
<td>Diameter</td>
<td>14 in. (35 cm)</td>
<td>14 in. (35 cm)</td>
<td>14 in. (35 cm)</td>
<td>14 in. (35 cm)</td>
</tr>
<tr>
<td>Steel Gauge</td>
<td>14 (1.90 mm)</td>
<td>14 (1.90 mm)</td>
<td>14 (1.90 mm)</td>
<td>14 (1.90 mm)</td>
</tr>
<tr>
<td>Refractory lined</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Steel Type</td>
<td>Aluminized</td>
<td>Aluminized</td>
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</tr>
</tbody>
</table>

#### Unlined Stacks

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<tr>
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<th>A200</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Height</td>
<td>5 ft. (1.5 m)</td>
<td>5 ft. (1.5 m)</td>
<td>10 ft. (3.0 m)</td>
<td>8 ft. (2.4 m)</td>
</tr>
<tr>
<td>Diameter</td>
<td>12 in. (30.5 cm)</td>
<td>12 in. (30.5 cm)</td>
<td>12 in. (30.5 cm)</td>
<td>12 in. (30.5 cm)</td>
</tr>
<tr>
<td>Steel Gauge</td>
<td>16 (1.92 mm)</td>
<td>16 (1.92 mm)</td>
<td>16 (1.92 mm)</td>
<td>16 (1.92 mm)</td>
</tr>
<tr>
<td>Refractory lined</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Stack Cap</td>
<td>Stainless Steel Screened</td>
<td>Stainless Steel Screened</td>
<td>Stainless Steel Screened</td>
<td>Stainless Steel Screened</td>
</tr>
</tbody>
</table>

### BURNER TYPE, FUEL CONSUMPTION & ELECTRICAL

**Note:** A secondary burn chamber is an optional option on all models. Use (as required by regulations) will change performance statistics.

**Burner (LP and Natural Gas)**

<table>
<thead>
<tr>
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<th>A200</th>
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<tr>
<td>Fuel</td>
<td>LP or Natural Gas</td>
<td>LP or Natural Gas</td>
<td>LP or Natural Gas</td>
<td>LP or Natural Gas</td>
</tr>
<tr>
<td>Ignition</td>
<td>Spark-Ignited</td>
<td>Spark-Ignited</td>
<td>Spark-Ignited</td>
<td>Spark-Ignited</td>
</tr>
<tr>
<td>Flame Safety</td>
<td>Electronic</td>
<td>Electronic</td>
<td>Electronic</td>
<td>Electronic</td>
</tr>
</tbody>
</table>

**Burner (Fuel Oil)**

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<tr>
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<th>A200</th>
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</thead>
<tbody>
<tr>
<td>Fuel</td>
<td>Oil</td>
<td>Oil</td>
<td>Oil</td>
<td>Oil</td>
</tr>
<tr>
<td>Ignition</td>
<td>Continuous Spark</td>
<td>Continuous Spark</td>
<td>Continuous Spark</td>
<td>Continuous Spark</td>
</tr>
<tr>
<td>Flame Safety</td>
<td>CAD Cell</td>
<td>CAD Cell</td>
<td>CAD Cell</td>
<td>CAD Cell</td>
</tr>
</tbody>
</table>

**Fuel Consumption**

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<tr>
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<th>A200</th>
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<th>A600</th>
<th>A850</th>
</tr>
</thead>
<tbody>
<tr>
<td>LP (Liquid Propane)</td>
<td>3.0 gallons/hour (11.4 liters/hour)</td>
<td>3.0 gallons/hour (11.4 liters/hour)</td>
<td>5.8 gallons/hour (22.0 liters/hour)</td>
<td>7.3 gallons/hour (27.3 liters/hour)</td>
</tr>
<tr>
<td>Natural Gas</td>
<td>275.0 CTH (7.8 m³/hour)</td>
<td>275.0 CTH (7.8 m³/hour)</td>
<td>330.0 CTH (15.0 m³/hour)</td>
<td>660.0 CTH (18.7 m³/hour)</td>
</tr>
<tr>
<td>Fuel Oil</td>
<td>2.6 gallons/hour (9.5 liters/hour)</td>
<td>2.6 gallons/hour (9.5 liters/hour)</td>
<td>3.0 gallons/hour (13.2 liters/hour)</td>
<td>3.0 gallons/hour (13.2 liters/hour)</td>
</tr>
</tbody>
</table>

**Electrical Service:** All units available for either 115V 60 Hz 20 amp or 220V 50 Hz 10 amp.

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1. Always install incinerators in accordance with local codes and ordinances, subject to regulatory agencies.
2. Stack test data is available from the distributor for permit application. If on-site testing is required, it is the responsibility of the purchaser and can be arranged through the distributor.
3. Outside installation is recommended with a simple metal roof or three-sided metal shelter, providing a minimum of four feet of clearance from any combustible material.

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Shenandoah Incinerator Specification Chart

[Logo and Contact Information]

© 2013 CTB, Inc.
Attachment C: Applicable Executed and Proposed Deeds, Leases, and Rental Agreements or Executed Option Contracts

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.”
EXECUTED LEASE FOR

683 LAKE STREET
WILSON, NY 14172
LEASE

Dated May 1, 2015

between

LAWTA Properties, LLC, as Landlord

and

FAR(M)ED NEW YORK, LLC, as Tenant

Affecting premises 653 Lake Street

in the Town of Wilson, New York.
LEASE

LEASE, dated May 1st, 2015, between LAWTA Properties, LLC, a New York Corporation, having an address at 653 Lake Road, Wilson, New York, ("Landlord"), and FAR(M)ED NEW YORK, LLC, a New York limited liability company having an address at 3095 Harlem Road, Cheektowaga, NY14225 ("Tenant").

ARTICLE 1. THE DEMISED PREMISES AND LEASE TERM

1.1 In consideration of the Rent hereinafter reserved and the terms, covenants and conditions set forth in this Lease to be observed and performed by Tenant, Landlord hereby demises and leases to Tenant, and Tenant hereby rents and takes from Landlord, the following property (collectively hereinafter referred to as the "Demised Premises"): (a) approximately 86,000 square feet of the instant building (the "Building") on the land located at 683 Lake Street and more particularly described in Exhibit A attached hereto (the "Land"), but excluding said Land, and (b) all rights of way or of use, servitudes, licenses, tenements, appurtenances and easements now or heretofore belonging or pertaining to the Demised Premises; TO HAVE AND TO HOLD the Demised Premises unto Tenant, and the permitted successors and assigns of Tenant, upon and subject to all of the terms, covenants and conditions herein contained, for a term (the "Lease Term") of TEN (10) years, commencing as of January 1st, 2016 (the "Commencement Date") and expiring on December 31, 2025, unless the Lease Term shall be renewed or sooner terminate pursuant to any of the conditional limitations or other provisions of this Lease.

1.2 Provided Tenant is not in default hereunder beyond any applicable notice and cure periods, Tenant may elect, upon at least ninety (90) days prior written notice to Landlord, to extend the Lease Term for Two (2) additional period of Five (5) years (the "Option Term"). The Option Term shall be upon the same terms and conditions set forth in this Lease, except that the Fixed Rent shall be adjusted in accordance with Section 2.5 hereof.

ARTICLE 2. RENT

2.1 Commencing on the Rent Commencement Date, Tenant covenants to pay to Landlord as a net minimum rent (the "Fixed Rent") during the Lease Term as follows:

$2.50 per sq. foot equalling $215,000 payable in the amount of $17,916 per month

2.2 The Fixed Rent shall be payable in advance in equal monthly installments on the first day of each calendar month. Each date on which Fixed Rent is payable hereunder is hereinafter referred to as a "Rent Payment Date".
2.3 Tenant also covenants to pay, from time to time as provided in this Lease, as “Additional Rent” (i) all other amounts and obligations which Tenant assumes or agrees to pay under this Lease and (ii) a late payment charge equal to two (2%) percent of the amount of any installment of Fixed Rent not paid within fifteen (15) days after the applicable Rent Payment Date. If Tenant shall fail to pay any such Additional Rent, Landlord shall have all the rights, powers and remedies provided for in this Lease or at law or in equity or otherwise in the case of nonpayment of rent.

2.4 All Fixed Rent and Additional Rent (collectively referred to herein as “Rent”) shall be paid at the office of Landlord as set forth above, or at such place and to such person as Landlord from time to time may designate.

2.5 Fixed Rent for the Option Term, if applicable, shall be as follows:

$3.00 per sq. ft x 86,000 sq. ft = $258,000

ARTICLE 3. USE OF DEMISED PREMISES

3.1 Tenant shall use, occupy, maintain and operate the Demised Premises during the Lease Term as a cultivation plant for medical marijuana under the approval of the State of New York and for such other purposes as are ancillary, incidental or related to the foregoing use (collectively, the “Permitted Use”).

3.2 Tenant shall not do or suffer any waste, damage, disfigurement or injury to the Demised Premises.

3.3 Tenant shall be permitted to install signage on in the Building and Demised Premises subject only to obtaining all governmental and municipal approvals and permits required in connection with its signage.

3.4 Landlord hereby agrees that Tenant shall have no obligation to continuously conduct its business in the Demised Premises during any specified hours or other period of time, and that Tenant may “go dark” in the Demised Premises at any time during the Lease Term. However, such right of Tenant to “go dark” in the Demised Premises is expressly conditioned upon Tenant continuing to pay the Rent.

ARTICLE 4. CONDITION OF DEMISED PREMISES

4.1 As of the Rent Commencement Date, Landlord shall deliver the Demised Premises to Tenant in clean condition with all utilities. Landlord makes no representation or warranty, express or implied in fact or by law, as to the nature or condition of the Demised Premises, or its fitness or availability for any particular use, or the income from or expenses of operation of the Demised Premises, other than as expressly set forth herein.
ARTICLE 5. MAINTENANCE AND REPAIR

5.1 Except as provided herein, Tenant, at all times during the Lease Term and at Tenant’s expense, shall keep the Demised Premises in good repair.

5.2 Tenant, at all times during the Lease Term and at Tenant’s expense, shall keep all structural elements of the Building, including exterior walls, foundations, floors, windows, roofs, gutters and drains and all mechanical and building systems (HVAC, electric and plumbing) and equipment servicing the Demises Premises, and the adjoining sidewalks, curbs parking areas and all appurtenances to the Demised Premises, in good and clean order and operating condition and shall make all necessary or appropriate repairs, replacements and renewals thereof, whether interior or exterior, structural or nonstructural, ordinary or extraordinary, or foreseen or unforeseen. All repairs, replacements and renewals shall be equal in quality and class to the original work.

5.3 Tenant, at all times during the Lease Term and at Tenant’s expense, shall keep the parking areas and sidewalks servicing the Demised Premises free of accumulations of ice and snow.

ARTICLE 6. ALTERATIONS AND ADDITIONS

6.1 Tenant at Tenant’s expense may make alterations of and additions to the Demised Premises ("Alterations"), provided that any such Alteration: (i) is effected with due diligence, in a good and workmanlike manner and in compliance with all applicable local codes and regulations, (ii) is promptly and fully paid for by Tenant.

6.2 Tenant shall deliver to Landlord by notice in the manner provided in Article 32 hereof, which notice must specifically refer to this Article 6, a request for Landlord’s consent to any Alteration that requires approval by Landlord (an "Alteration Notice"). Within ten (10) Business Days of its receipt of an Alteration Notice, Landlord shall give the required consent or furnish Tenant with specific written objections relating to such requested Alteration(s). If Landlord fails to respond to Tenant’s Alteration Notice within ten (10) Business Days after Landlord’s receipt thereof, then such Alteration Notice shall be deemed approved, provided and on the condition that (i) Tenant shall have complied with the provisions of this Article 6 and (ii) Tenant shall not be in default of this Lease beyond any applicable notice and/or cure periods. Any Landlord consent required pursuant to this Article 6, shall not be unreasonable withheld, delayed or conditioned by Landlord.

6.3 Except as otherwise provided for in this Lease, the title to all Alterations made during the Lease Term and any renewal thereof, forthwith shall vest in Landlord, and such Alterations shall be and become the sole and absolute property of Landlord, without any obligation of payment by Landlord therefor.
ARTICLE 7. IMPOSITIONS

7.1 Tenant shall pay Additional Rent in an amount equal to, but not limited to, real estate taxes and as further defined in Article 31 hereof) for each Tax Year or part thereof during the Lease Term.

7.2 As used in this Article 7, "Tenant's Share" shall mean 100% percent.

ARTICLE 8. LIENS

8.1 Tenant shall not directly or indirectly create or permit, and shall discharge, any mortgage, lien, security interest, encumbrance or charge on, pledge of or conditional sale or other retention agreement with respect to the Demised Premises or Tenant's interest under this Lease, other than (i) liens for Impositions not yet payable, or payable without the addition of any fine, penalty, interest or cost for nonpayment, or being contested as permitted in Article 9 hereof, and (ii) the liens of mechanics, materialmen, suppliers or vendors, or right thereto, incurred in the ordinary course of business for sums which under the terms of the related contract are not at the time due, provided that adequate provision for the payment thereof shall have been made and provisions of the following paragraph are complied with.

8.2 If, in connection with any work being performed by or for Tenant or in connection with any materials being furnished to Tenant, any mechanic’s lien or other lien or charge shall be filed or made against the Demised Premises or any part thereof, or if any such lien or charge shall be filed or made against Landlord, then Tenant, at Tenant’s expense, within one hundred and twenty (120) days after such lien or charge shall have been filed or made, shall (i) cause the same to be canceled and discharged of record by payment thereof or filing a bond or otherwise, or (ii) undertake proceedings for the cancellation or discharge of such lien or charge. Tenant promptly and diligently shall (i) defend any suit, action or proceeding which may be brought for the enforcement of such lien or charge, (ii) satisfy and discharge any judgment entered therein within one hundred and eighty (180) days from the entering of such judgment by payment thereof or filing a bond or otherwise, and (iii) pay all reasonable out-of-pocket costs and expenses, including reasonable attorneys’ fees, suffered or incurred by Landlord in connection therewith within thirty (30) days of Landlord’s demand for such payment.

ARTICLE 9. PERMITTED CONTESTS

9.1 Tenant, at Tenant’s expense may contest, by appropriate legal proceedings conducted in good faith and with due diligence, the amount or validity or application, in whole or in part, of any Imposition imposed on the Demised Premises, provided that (i) Tenant shall first make all contested payments, under protest if Tenant desires, unless such proceedings shall suspend the collection by Landlord of any Rent and (ii) neither the Demised Premises, nor any part thereof or interest therein, nor any Rent would be in any reasonable danger of being sold, forfeited, lost or interfered with.
ARTICLE 10. UTILITY SERVICES

10.1 Tenant shall pay all charges for all public or private utility services and all sprinkler systems and protection services at any time rendered to or in connection with the Land and Building. In the alternative, Tenant shall have the right, but not the obligation, to install meters servicing the Demised Premises and pay any such charges for metered services directly to the appropriate provider. Tenant shall comply with all contracts relating to any utility services delivered to the Demised Premises and shall do all other things reasonably required for the maintenance and continuance of all such services.

ARTICLE 11. INSURANCE

11.1 Tenant, at all times during the Lease Term and at Tenant’s expense, shall provide and maintain, in full force and effect, with respect to the Demised Premises (i) insurance against loss or damage by fire, lightning, windstorm, hail, explosion and other risks from time to time included under “extended coverage” policies, in an amount equal to at least 100% of the full replacement value of the Demised Premises and, in any event, in an amount sufficient to prevent Landlord or Tenant from becoming a co-insurer of any loss under applicable policies, which shall be written on a replacement cost basis, (ii) public liability and property damage insurance protecting Tenant against any and all liability occasioned by negligence, occurrence, accident or disaster in or about the Demised Premises or any part thereof, or the adjoining sidewalks, curbs, vaults and vault space, if any, streets or ways, or any appurtenances thereto, in amounts reasonably approved from time to time by Landlord, which amounts at the date hereof shall be, in the case of public liability, $1,000,000 per person and $3,000,000 per accident, and in the case of property damage, $1,000,000, and (iii) appropriate workers’ compensation or other insurance against liability arising from claims of workers in respect of and during the period of any work on or about the Demised Premises.

11.2 All insurance maintained by Tenant pursuant to this Article 11 shall, (i) except for workers’ compensation insurance, name Landlord an additional insured and, in the case of insurance for property damage, shall include, to the extent available, an effective waiver by the issuer of all rights of subrogation against any named insured or such insured’s interest in the Demised Premises or any income derived therefrom, (ii) provide, except in the case of public liability and workers’ compensation insurance, that insurance proceeds shall be payable to Landlord for the benefit of Landlord and Tenant, as their respective interests may appear, (iii) provide that any losses shall be payable by the insurance company notwithstanding any act or failure to act or negligence of Landlord or Tenant or any other person, and (iv) provide that no cancellation, reduction in amount or material change in coverage thereof shall be effective until at least ten days after receipt by Landlord and Tenant of written notice thereof.

11.3 Upon the execution of this Lease and thereafter not less than fifteen days prior to the expiration date of any policy maintained by Tenant pursuant to this Article 11, Tenant shall deliver to Landlord copies of all certificates of insurance evidencing the coverages required by this Lease and evidence of the payment of the premiums therefor.
11.4 If at any time Tenant shall neglect or fail to provide or maintain insurance or to deliver insurance certificates in accordance with this Article 11, Landlord may, after thirty (30) days' prior written notice to Tenant, effect such insurance as agent for Tenant, by taking out policies in companies selected by Landlord, and the amount of the premiums paid for such insurance shall be paid by Tenant to Landlord on demand.

11.5 Notwithstanding anything herein to the contrary, Landlord hereby acknowledges and agrees that the insurance policies maintained by Tenant in connection with the Demised Premise as of the Commencement Date satisfy the requirements of this Article 11.

ARTICLE 12. DAMAGE TO OR DESTRUCTION OF THE DEMISED PREMISES

12.1 If there is any material damage to or destruction of the Demised Premises or any part thereof, Tenant promptly shall give written notice thereof to Landlord, generally describing the nature and extent of such damage or destruction.

12.2 If there is any damage to or destruction of the Demised Premises or any part thereof, Landlord shall promptly commence and complete, subject to Unavoidable Delays, the restoration, replacement or rebuilding the shell of the Demised Premises to its condition as of the effective date of this Lease. Tenant, at Tenant's expense whether or not the insurance proceeds, if any, on account of such damage or destruction shall be sufficient for the purpose, shall thereafter promptly commence and complete, subject to Unavoidable Delays, the restoration, replacement or rebuilding of the Demised Premises as nearly as possible to its value, condition and character immediately prior to such damage or destruction, with such Alterations as may be made at Tenant's election pursuant to and subject to Article 6 herein. Pending the completion of such Restoration (as defined in Article 31 herein), Tenant shall perform all temporary work and take all such actions as may be necessary or desirable to protect and preserve the Demised Premises.

12.3 Insurance proceeds received by Landlord on account of any damage to or destruction of the Demised Premises or any part thereof, less the reasonable costs and expenses incurred by Landlord or Tenant in the collection thereof, including without limitation fees and expenses of adjusters and attorneys, shall be applied as hereinafter provided.

12.4 Net insurance proceeds received on account of any damage to or destruction of the Demised Premises or any part thereof, unless Tenant is in default under this Lease, shall be paid to Tenant or as Tenant may direct, from time to time as Restoration progresses, to pay or to reimburse Tenant for the cost of Restoration, upon written request of Tenant accompanied by evidence, satisfactory to Landlord that the amount requested has been paid or is then due and payable and is properly a part of such cost, that there are no mechanics' or similar liens for labor or materials theretofore supplied in connection with the Restoration, and that the balance of said proceeds after making the payment requested will be sufficient to pay the balance of the cost of Restoration. Upon receipt by Landlord of evidence satisfactory to Landlord that the Restoration has been completed and the cost thereof has been paid in full, and that there are no mechanics' or
similar liens for labor or materials supplied in connection therewith, the balance, if any, of such proceeds shall be paid to Landlord.

**ARTICLE 13. QUIET ENJOYMENT**

13.1 Landlord covenants that so long as Tenant is not in default hereunder in the payment of any Rent or compliance with or the performance of any of the terms, covenants or conditions of this Lease on Tenant's part to be complied with or performed, Tenant shall not be hindered or molested by Landlord in Tenant's enjoyment of the Demised Premises.

**ARTICLE 14. RIGHT TO CURE TENANT'S DEFAULT**

14.1 If Tenant fails to make any payment or to comply with or perform any term, covenant or condition of this Lease to be complied with or performed by Tenant, Landlord may, but shall be under no obligation to, after thirty (30) days' written notice to Tenant, make such payment or perform or cause to be performed such work, labor, services, acts or things, and take such other steps as Landlord may reasonably deem advisable, to comply with any such term, covenant or condition which is in default. Tenant shall reimburse Landlord (with interest at the rate of ten percent per annum) for all reasonable sums so paid by Landlord and all costs and expenses incurred by Landlord including reasonable attorney's fees in connection with the making of any payments, the performance of any act or other steps taken by Landlord pursuant to this Article 15.

**ARTICLE 15. EVENTS OF DEFAULT AND TERMINATION**

15.1 If any one or more of the following events ("Events of Default") shall occur:

(a) if Tenant shall fail to pay any Fixed Rent within fifteen (15) days after notice from Landlord that same is past due; or

(b) if Tenant shall fail to pay any Additional Rent, when and as the same becomes due and payable and such failure shall continue for more than thirty (30) days after notice from Landlord that same is past due; or

(c) if Tenant shall fail to comply with or perform any term, covenant or condition of Articles 7, 8 or 11, and such failure shall continue for more than thirty (30) days after Tenant receives notice from Landlord that same is past due; or

(d) if Tenant shall fail to comply with or perform any other term, covenant or condition hereof, and such failure shall continue for more than thirty (30) days after notice thereof from Landlord, and Tenant within said period, subject to Unavoidable Delays, shall not commence with due diligence and dispatch the curing of such default, or, having so commenced, thereafter shall fail or neglect to prosecute or complete with due diligence and dispatch the curing of such default for reasons other than Unavoidable Delays; or

8
(e) if Tenant shall make a general assignment for the benefit of creditors, or shall admit in writing Tenant’s inability to pay Tenant’s debts as they become due, or shall file a petition in bankruptcy, or shall be adjudicated a bankrupt or insolvent, or shall file a petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, or shall file an answer admitting, or shall fail to contest, the material allegations of a petition filed against Tenant in any such proceeding, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Tenant or any material part of Tenant’s properties; or

(f) if, within ninety days after the commencement of any proceeding against Tenant seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceeding shall not have been dismissed, or if, within ninety (90) days after the appointment without the consent of acquiescence of Tenant, of any trustee, receiver or liquidator of Tenant or of any material part of Tenant’s properties, such appointment shall not have been vacated; or

(g) if a final judgment for the payment of money shall be rendered against Tenant and, within sixty (60) days after the entry thereof, such judgment shall not have been discharged or execution thereof stayed pending appeal, or if, within sixty (60) days after the expiration of any such stay, such judgment shall not have been discharged; then, and in any such Event of Default, and upon the expiration of any applicable notice, grace or cure period without completion of the cure of same, Landlord, at any time thereafter may give ten (10) Business Days’ written termination notice to Tenant, and upon the expiration of said ten (10) Business Day period, this Lease shall terminate and, subject to Article 21, the Lease Term shall expire and terminate by limitation, and all rights of Tenant under this Lease shall cease, unless before such date (i) all arrears of Rent (with interest at the rate of ten percent per annum) and all costs and expenses, including reasonable attorneys’ fees, incurred by or on behalf of Landlord hereunder, shall have been paid by Tenant, and (ii) all other defaults at the time existing under this Lease shall have been fully remedied to the reasonable satisfaction of Landlord. Tenant shall reimburse Landlord for all reasonable out-of-pocket costs and expenses, including reasonable attorneys’ fees, incurred by or on behalf of Landlord occasioned by or in connection with any default by Tenant under this Lease.

ARTICLE 16. REPOSESSION

16.1 If an Event of Default shall have occurred and be continuing upon the expiration of any applicable notice, grace or cure period without completion of the cure of same, Landlord, whether or not the Lease Term shall have been terminated pursuant to Article 16, may enter upon and repossess the Demised Premises or any part thereof by force, summary proceedings, ejectment or otherwise, and may remove Tenant and all other persons and any and all property therefrom. Notwithstanding anything herein to the contrary, Landlord acknowledges that its right of reentry into the premises set forth in this Lease do not confer on it the authority to manufacture and/or dispense on the Demised Premises medical marijuana in accordance
with article 33 of the Public Health Law and Landlord agrees to provide to the New York State Department of Health, Mayor Erastus Corning 2nd Tower, The Governor Nelson A. Rockefeller Empire State Plaza, Albany, NY 12237 with notification by certified mail of its intent to reenter the Demised Premises or to initiate dispossess proceedings or that this Lease is due to expire, at least 30 days prior to the date on which Landlord intends to exercise a right of reentry or to initiate such proceedings or at least 60 days before the expiration of this Lease.

ARTICLE 17. RELETTING

17.1 At any time or from time to time after the repossession of the Demised Premises or any part thereof pursuant to Article 17, whether or not the Lease Term shall have been terminated pursuant to Article 16, Landlord may relet the Demised Premises or any part thereof for the account of Tenant, for such term or terms (which may be greater than or less than the period which would otherwise have constituted the balance of the Lease Term) and on such conditions (which may include concessions or free rent) and for such uses as Landlord, in Landlord’s absolute discretion, may determine, and may collect and receive the rents therefrom. Landlord shall not be responsible or liable for any failure to relet the Demised Premises or any part thereof or for any failure to collect any rent due upon any such reletting.

ARTICLE 18. ASSIGNMENT OF SUBRENTS

18.1 Tenant hereby irrevocably assigns to Landlord all rents due or to become due from any assignee of Tenant’s interest hereunder and any subTenant or any tenant or occupant of the Demised Premises or any part thereof, together with the right to collect and receive such rents; provided, however, that, so long as Tenant is not in default under this Lease, Tenant shall have the right to collect such rents for Tenant’s own use and purposes. Upon any default by Tenant under this Lease, Landlord shall have absolute title to such rents and the absolute right to collect the same. Landlord shall apply to the Rent due under this Lease the net amount (after deducting all reasonable costs and expenses incident to the collection thereof and the operation and maintenance, including repairs, of the Demised Premises) of any rents so collected and received by Landlord.

ARTICLE 19. TENANT’S EQUIPMENT

19.1 All Tenant’s Equipment (as defined in Article 31 herein) shall be the property of Tenant. Unless otherwise agreed to in writing by the parties, Tenant shall remove all its Equipment and Fixtures at its sole cost and expense. Any Tenant’s Equipment or Fixtures not removed by Tenant, at Tenant’s expense, within thirty (30) days after any repossession of the Demised Premises, whether or not this Lease has been terminated, shall be considered abandoned by Tenant and may be appropriated, sold, destroyed or otherwise disposed of by Landlord without notice to Tenant and without obligation to account therefor; and Tenant shall pay Landlord, on demand, all reasonable, out-of-pocket costs and expenses incurred by Landlord in removing, storing or disposing of any of Tenant’s Equipment and Fixtures including reasonable attorney’s fees, costs and expenses. Tenant shall immediately repair at Tenant’s expense all
damage to the Demised Premises caused by any removal of Tenant’s Equipment or Fixtures therefrom, whether effected by Tenant or by any other person. Landlord shall not be responsible for any loss or damage to Tenant’s Equipment or Fixtures caused by the removal of same.

**ARTICLE 20. SURVIVAL OF TENANT’S OBLIGATIONS AND DAMAGES**

20.1 No expiration or termination of the Lease Term pursuant to this Lease, by operation of law or otherwise (except as expressly provided herein), and no repossession of the Demised Premises or any part thereof pursuant to this Lease or otherwise, shall relieve Tenant of Tenant’s obligations or liabilities hereunder, all of which shall survive such expiration, termination or repossession.

20.2 In the event of any such expiration, termination or repossession, Tenant shall pay to Landlord all Rent up to the time of such expiration, termination or repossession, together with all reasonable costs and expenses incurred by Landlord in connection with such termination or repossession including attorneys’ fees, and thereafter Tenant, until the end of what would have been the Lease Term in the absence of such expiration, termination or repossession, and whether or not the Demised Premises or any part thereof shall have been relet, shall be liable to Landlord for, and shall pay to Landlord, as liquidated and agreed and current damages for Tenant’s default, (a) all Rent which would be payable under this Lease by Tenant in the absence of such expiration, termination or repossession, less (b) all net rents collected by Landlord from the tenants or subtenants of the Demised Premises, if any, and the net proceeds, if any, of any reletting affected for the account of Tenant pursuant to Article 18 after deducting from such proceeds all Landlord’s reasonable expenses in connection with such reletting and other sums owed Landlord, including without limitation all reasonable repossession costs, brokerage commissions, legal and accounting expenses, attorneys’ fees, employees’ expenses, promotional expenses, reasonable alteration costs, and expenses of preparation for such reletting. Tenant shall pay such current damages monthly on the Rent Payment Dates applicable in the absence of such expiration, termination or repossession, and Landlord shall be entitled to recover the same from Tenant on each such date.

20.3 Alternatively, at any time after such expiration, termination or repossession, Landlord shall be entitled to recover from Tenant, and Tenant shall pay to Landlord on demand, as and for liquidated and agreed final damages for Tenant’s default and in lieu of all other damages, an amount equal to the excess, if any, of (a) all Rent which would be payable under this Lease from the date of such demand (or, if it be earlier, the date to which Tenant shall have satisfied in full Tenant’s obligation under the preceding paragraph of this Article 21 to pay current damages) until what would be the then unexpired Lease Term in the absence of such expiration, termination or repossession discounted to a present value, over (b) the then fair net rental value of the Demised Premises for the same period. Upon the payment of such final damages, this Lease, if not already terminated, shall be deemed terminated. If any statute or rule of law shall validly limit the amount of such liquidated final damages to less than the amount above agreed upon, Landlord shall be entitled to the maximum amount allowable under such statute or rule of law.
ARTICLE 21. WAIVERS

21.1 No failure by Landlord or Tenant to insist upon the strict performance of and compliance with any term, covenant or condition hereof or to exercise or enforce any right, power or remedy consequent upon a breach thereof, and no submission by Tenant or acceptance by Landlord of full or partial Rent during the continuance of any such breach, shall constitute a waiver of any such breach or of any such term, covenant or condition. No waiver of any breach of any term, covenant or condition of this Lease shall affect or alter this Lease, which shall continue in full force and effect, or the respective rights, powers or remedies of Landlord or Tenant with respect to any other then existing or subsequent breach.

21.2 LANDLORD AND TENANT HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER AGAINST THE OTHER, OR AS TO ANY MATTERS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, OR THEIR RELATIONSHIP AS LANDLORD AND TENANT, OR TENANT’S USE OR OCCUPANCY.

ARTICLE 22. LANDLORD’S REMEDIES CUMULATIVE

22.1 All of the rights, powers and remedies of Landlord provided for in this Lease or now or hereafter existing at law or in equity, or by statute or otherwise, shall be deemed to be separate, distinct, cumulative and concurrent. No one or more of such rights, powers or remedies, nor any mention of reference to any one or more of them in this Lease, shall be deemed to be in the exclusion of, or a waiver of, any other rights, powers or remedies provided for in this Lease, or now or hereafter existing at law or in equity, or by statute or otherwise. The exercise or enforcement by Landlord of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise or enforcement by Landlord of any or all of such other rights, powers or remedies.

ARTICLE 23. ESTOPPEL CERTIFICATES

23.1 Tenant shall execute, acknowledge and deliver to Landlord, promptly upon request, a certificate certifying: (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the Lease is in full force and effect, as modified, and identifying the modifications); (b) the dates to which Rent has been paid; (c) whether or not there is any existing default by Landlord or Tenant with respect to which a notice of default has been delivered, and if there is any such default, specifying the nature and extent thereof; and (d) whether or not there are any setoffs, defenses or counterclaims against the enforcement of any term, covenant or condition of this Lease. Any such certificate may be relied upon by any prospective purchaser or mortgagee of the Demised Premises or any part thereof.

ARTICLE 24. ASSIGNMENT, SUBLETTING AND MORTGAGES

24.1 Tenant expressly covenants that Tenant shall not voluntarily or involuntarily assign, encumber, mortgage or otherwise transfer this Lease, or sublet the Demised Premises or any
part thereof, or suffer or permit the Demised Premises or any part thereof to be used or occupied by others, by operation of law or otherwise, without the prior written consent of Landlord in each instance, which consent shall not be unreasonably withheld, delayed or conditioned. Absent such consent, any act or instrument purporting to do any of the foregoing shall be null and void.

24.2 If this Lease is assigned, whether or not in violation of the terms of this Article 25, Landlord may collect Rent from the assignee. If the Demised Premises or any part thereof are sublet or occupied by anybody other than Tenant, Landlord, after any default by Tenant, may collect rent from the subtenant or occupant, and apply the net amount collected to the Rent due hereunder. Such collection of rent by Landlord shall not be deemed a waiver of the provisions hereof, the acceptance of the assignee, subtenant or occupant as a tenant, or a release of Tenant from the further observance and performance by Tenant of the terms, covenants and conditions of this Lease.

24.3 The consent by Landlord to an assignment, encumbrance, transfer or subletting shall not in any way be deemed consent to any further assignment, encumbrance, transfer or subletting. In no event shall any permitted subTenant assign or encumber its sublease or further sublet all or any portion of its sublet space, or otherwise suffer or permit the sublet space or any part thereof to be used or occupied by others, without the prior written consent of Landlord in each instance, and each permitted sublease shall so provide in its terms.

24.4 Any such consent of Landlord shall be subject to the terms of this Lease and conditional upon there being no default by Tenant, beyond any grace period, under any term, covenant or condition of this Lease at the time that Landlord’s consent is requested.

24.5 Upon receiving Landlord’s written consent, a duly executed copy of the sublease or assignment shall be delivered to Landlord within thirty days after execution thereof. Any such sublease shall provide that the subTenant shall comply with all applicable terms, covenants and conditions of this Lease to be observed or performed by Tenant hereunder. Any such assignment shall contain an assumption by the assignee of all of the terms, covenants and conditions of this Lease to be observed or performed by Tenant.

24.6 Notwithstanding anything herein to the contrary, Tenant shall have the right to assign or sublease this Lease to an Affiliate upon reasonable notice to Landlord and without Landlord’s prior consent. For the purposes of this Article 25, the term “Affiliate” shall mean any entity which controls or is controlled by or under common control with Tenant, and the term “control” shall mean, in the case of a corporation, ownership or voting control, directly or indirectly, of at least fifty (50%) percent of all the voting stock, and in case of a joint venture, limited liability company, partnership or similar entity, ownership, directly or indirectly, of at least fifty (50%) percent of all the general or other partnership, membership (or similar) interests therein.
ARTICLE 25. SUBORDINATION AND ATTORNMENT

25.1 This Lease shall be subject and subordinate to all mortgages which may now or hereafter affect the Land, and to all renewals, modifications, consolidations, increases, replacements and extensions thereof; provided, however, the foregoing condition is subject to Tenant receiving a subordination, non-disturbance and attornment agreement from the mortgagee in a form reasonably acceptable to Tenant providing that so long as Tenant shall not be in default of this Lease, Tenant's interest shall not be disturbed. In the event of any sale of the Demised Premises in a foreclosure of any such mortgage or the exercise by the holder of any such mortgages of any other remedies provided for by law or in such mortgage, Tenant, upon written request of the holder of the mortgage or the purchaser at such foreclosure or any person succeeding to the interest of the holder of the mortgage, shall attorn to such holder, purchaser or successor in interest, as the case may be, without change in the terms, covenants or conditions of this Lease. If such a request is made, this Lease shall not be deemed to be terminated by any foreclosure proceedings or other remedies for the enforcement of the mortgage by such holder, purchaser or successor in interest. The provisions of this Article 28 shall be self-operative and no further instrument of subordination and/or attornment shall be required. In confirmation of such subordination and/or attornment, Tenant promptly shall execute and deliver at Tenant’s expense any instrument that Landlord or the holder of any such mortgage may reasonably request to evidence such subordination and/or attornment.

ARTICLE 26. ENTRY BY LANDLORD

26.1 Subject to Tenant’s reasonable internal safety and security requirements, Landlord and any authorized representatives of Landlord shall have the right to enter the Demised Premises, at all reasonable times and upon reasonable advance notice to Tenant, for the purpose of inspecting the same or for the purpose of doing any work permitted to be done by Landlord under this Lease, and to take other such actions permitted under this Lease. Nothing contained herein shall create or imply any duty on the part of Landlord to make any such inspection or do any such act. Landlord and representatives of Landlord shall have the right to enter the Demised Premises at all reasonable times upon reasonable prior notice for the purpose of showing the Demised Premises to prospective purchasers or mortgagees, and at any time during the six (6) month period preceding the expiration or termination of this Lease for the purpose of showing the same to prospective tenants. No such entry shall constitute an eviction of Tenant.

26.2 Notwithstanding anything above to the contrary, Landlord’s rights of entry shall in no case extend to vaults or other secured portions of the Demised Premises where money, medical marijuana and related items, securities or other valuables, confidential documents, high security telecommunication servers or similar high security equipment are kept except in accordance with Tenant's security procedures. Tenant may, from time to time and upon reasonable advance notice to Landlord, designate certain areas of the Premises that Landlord shall be
prohibited from entering, except in the case of an emergency, and then only if accompanied by an authorized Tenant representative.

**ARTICLE 27. CONVEYANCE BY LANDLORD**

27.1 If the original or any successor Landlord shall convey or otherwise dispose of the Land and Building, Landlord shall thereupon be released from all obligations and liabilities of Landlord under this Lease (except those accruing prior to such conveyance or other disposition), and such obligations and liabilities shall be binding solely on the then owner of the Land and Building.

27.2 In any action brought to enforce the obligations or liabilities of Landlord under this Lease, any judgment or decree shall be enforceable against Landlord only to the extent of Landlord's interest in the Land and Building, and no such judgment shall be the basis of execution on, or be a lien on, assets of Landlord other that Landlord's interest in the Land and Building.

**ARTICLE 28. END OF LEASE TERM AND HOLDOVER**

28.1 Upon the expiration or termination of the Lease Term, Tenant shall promptly quit, surrender and deliver to Landlord the Demised Premises, free of all tenancies or other rights of occupancy, with the Improvements thereon in good order and condition, ordinary wear and tear excepted, and shall remove all Tenant's Equipment and Fixtures therefrom at its sole cost and expense.

**ARTICLE 29. BROKERAGE**

29.1 Landlord and Tenant each represents and warrants to the other that such party has not dealt with any broker or finder in connection with the Demised Premises.

**ARTICLE 30. DEFINITIONS**

30.1 As used in this Lease, the following terms have the following respective meanings:

"Business Day" -- all days, excluding Saturdays, Sundays, and all days observed by either the State of New York, the United States of America or by the labor unions servicing the Building as legal holidays.

"default" -- any condition or event which constitutes, or which after notice or lapse of time or both would constitute, an Event of Default.

"Demised Premises" -- as defined in Article 1.

"Event of Default" -- as defined in Article 16.
“Fixed Rent” -- as defined in Article 2.

“Impositions” -- all taxes, [real estate and other municipal taxes], assessments (including without limitation all assessments for public improvements or benefits, whether or not commenced or completed prior to the date hereof and whether or not to be completed within the Lease Term), water and sewer rents and charges, charges for public utilities, excises, levies, license fees, permit fees, inspection fees and other authorization fees and other charges of every nature and kind whatsoever (including all interest and penalties thereon), in each case, whether general or special, ordinary or extraordinary, foreseen or unforeseen, of every character, which at any time during or in respect of the Lease Term may be assessed, levied, charged, confirmed or imposed on or in respect of or be a lien upon (a) the Demised Premises or any part thereof or any rent therefrom or any estate, right or interest therein, or (b) any occupancy, use or possession of or activity conducted on the Demised Premises or any part thereof. The term “Impositions” shall exclude, however, any income taxes assessed against Landlord, franchise, estate, inheritance or transfer taxes of Landlord, or any tax or charge in replacement or substitution of the foregoing or of a similar character; provided, however, that if at any time during the Lease Term the then prevailing method of taxation or assessment shall be changed so that the whole or any part of the Impositions theretofore payable by Tenant as above provided, shall instead be levied, charged, assessed or imposed whole or partially on the rents received by Landlord from the Demised Premises, or shall otherwise be imposed against Landlord in the form of a franchise tax or otherwise, then Tenant shall pay the same (and the same shall be deemed Impositions) at least twenty days prior to the last day upon which the same may be paid by Landlord without interest or penalty for the late payment thereof.

“Land” -- as defined in Article 1.

“Lease” -- this Lease, as at the time amended, modified or supplemented.

“Lease Term” -- as defined in Article 1, as the same may be extended or renewed.

“Tenant’s Equipment” -- all fixtures, safe deposit boxes, vaults, machinery, apparatus, furniture, furnishings and other equipment and all temporary or auxiliary structures installed by or at the request of Tenant in or about the Demised Premises or any part thereof, which (a) are not used and are not procured for use, in whole or in part, in connection with the operation, maintenance or protection of the Demised Premises.
“person” -- an individual, a corporation, an association, a partnership, a joint venture, an organization, or other business entity, or a governmental or political unit or agency.

“Rent Commencement Date” -- means that first day of the first month following the satisfaction or waiver by Tenant of each of the Tenant Contingencies set forth in Article 34.

“Rent Payment Date” -- as defined in Article 2.

“Restoration” -- all restorations, replacements, rebuildings, alterations, additions, temporary repairs and property protection to be performed in connection with a Taking of the Demised Premises or the damage to or destruction of the Building or Demised Premises.

“Taking” -- a taking during the Lease Term of all or any part of the Demised Premises, or any leasehold or other interest therein or right accruing thereto, as the result of the exercise of the right of condemnation or eminent domain or a sale in lieu or in anticipation of such exercise or a change or grade affecting the Demised Premises or any part thereof.

“Total Taking” -- as defined in Article 13.

“Unavoidable Delays” -- delays due to strikes, acts of God, governmental restrictions, enemy action, riot, civil commotion, fire, unavoidable casualty or other causes beyond the control of Tenant, provided that no delay shall be deemed an Unavoidable Delay if the Demised Premises or any part thereof or interest therein or any Rent would be in any danger of being sold, forfeited, lost or interfered with, or if any Occupancy Tenant, Landlord or Tenant would be in danger of incurring any civil or criminal liability for failure to perform the required act. Lack of funds shall not be deemed a cause beyond the control of Tenant.

**ARTICLE 31. NOTICES**

31.1 All notices, demands, elections and other communications desired or required to be delivered or given under this Lease shall be in writing, and shall be deemed to have been delivered and given when delivered by hand or by nationally recognized overnight courier, or on the third Business Day after the same have been mailed by first class registered or certified mail, return receipt requested, postage prepaid, enclosed in a securely sealed envelope addressed to the party to which the same is to be delivered or given at such party’s address as set forth in this Lease or at such other address as said party shall have designated in writing in accordance with this Article 38.
All notices from Tenant to Landlord required or permitted by any provision of this Lease shall be direct to Landlord as follows:

Attention:

with a copy to:

Attention: .

All notices from Landlord to Tenant required or permitted hereunder shall be directed as follows:

Far(M)ed New York, LLC

Attention:

with a copy to: Phillips Lytle LLP
1400 First Federal Plaza
Rochester, NY 14614
Attention: Richard M. Beers, Jr., Esq.

**ARTICLE 32. MISCELLANEOUS**

32.1 All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law, and are intended to be limited to the extent necessary so that they will not render this Lease invalid, unenforceable or not entitled to be recorded under any applicable law. If any term, covenant or condition of this Lease shall be held to be invalid, illegal or unenforceable, the validity of the other terms, covenants and conditions of this Lease shall in no way be affected thereby. If any interest or late charge provided for herein shall be deemed to be in excess of the maximum amount permitted under applicable law, Tenant shall be deemed to be entitled to the maximum amount permitted under applicable law.

32.2 This Lease shall be construed under the laws of New York State. Venue shall be within the County of New York in the State of New York.
32.3 The headings in this Lease are for purposes of reference only and shall not limit or
define the meaning hereof.

32.4 This Lease may be changed or modified only by an instrument in writing signed
by the party against which enforcement of such change or modification is sought.

32.5 This Lease shall be binding upon and inure to the benefit of and be enforceable by
the respective successors and assigns of the parties hereto.

**ARTICLE 33- TENANT’S CONTINGENCIES**

33.1 Tenant’s obligations under this Lease are contingent upon and subject to the satis-
faction of each of the following matters on or before the date specified (in each case, the
“Contingency Satisfaction Date”):

(a) On or before August 30, 2015, Tenant shall have received final approval
from the State of New York as a Registered Organization under the State of New York Medical
Marijuana Program.

(b) On or before December 31, 2015, Tenant shall have received all approvals,
consents and authorities required by applicable statute, rule, code or regulation to operate the
Demised Premises as a dispensary of medical marijuana under the State of New York Medical
Marijuana Program and to display such signs as Tenant shall desire or require relating to such
use.

If the foregoing contingencies have not been satisfied on or before the Contingency Satis-
faction Date, then Tenant may terminate this Lease by giving written notice to Landlord any time
before all of the foregoing contingencies has (i) been satisfied or (ii) waived by both parties in
writing.

**IN WITNESS WHEREOF**, Landlord and Tenant have executed this Lease on the date first
above written.

LANDLORD

By 

TENANT
EXECUTED LEASE FOR

6704 TRANSIT ROAD
CHEEK TOWAGA, NY 14221
LEASE

as of dated June 1, 2015

between

The Living Trust of Gerald and Carol Grasl, as Landlord

and

FAR(M)ED NEW YORK, LLC, as Tenant

Affecting premises commonly known as
6704 Transit Road in the Town of
Cheektowaga, New York
LEASE

THIS LEASE is dated as of June 1, 2015, ("Effective Date") between THE LIVING TRUST OF GERALD AND CAROL GRADL, having an address at [Redacted] ("Landlord"), and FAR(M)ED NEW YORK, LLC, a New York limited liability company having an address at 3095 Harlem Road, Cheektowaga, New York 14225 ("Tenant").

ARTICLE 1. THE DEMISED PREMISES AND LEASE TERM

1.1 In consideration of the Rent hereinafter reserved and the terms, covenants and conditions set forth in this Lease to be observed and performed by Tenant, Landlord hereby demises and leases to Tenant, and Tenant hereby rents and takes from Landlord, the following property (collectively hereinafter referred to as the "Demised Premises"): (a) approximately 1736 square feet of usable space in that free standing building located at 6704 Transit Road, Town of Cheektowaga, New York (the "Building") on the parcel known as tax parcel 82.030-0004-003.0 (the "Land"); (b) all rights of way or of use, servitudes, licenses, tenements, appurtenances and easements now or hereafter belonging or pertaining to the Demised Premises; and (c) the unlimited right to use in common with others all common areas appurtenant to the leased premises, including but not limited to sidewalks, driveways, parking areas, loading docks and other similar areas, TO HAVE AND TO HOLD the Demised Premises unto Tenant, and the permitted successors and assigns of Tenant, upon and subject to all of the terms, covenants and conditions herein contained, for a term (the "Lease Term") of five (5) years, commencing as of the Rent Commencement Date (hereinafter defined) and expiring on the last day of the month sixty months after the Rent Commencement Date, unless the Lease Term shall be renewed or sooner terminate pursuant to any of the conditional limitations or other provisions of this Lease (each period commencing on the Rent Commencement Date, and each anniversary of such date thereafter, and expiring 365 days after such date, shall be a "Lease Year"). Tenant shall have the right to terminate this Lease at the end of the third Lease Year by written notice to the Landlord delivered not later than ninety (90) days prior to the end of the third Lease Year.

1.2 Provided Tenant is not in default hereunder beyond any applicable notice and cure periods, Tenant may elect, upon at least ninety (90) days prior written notice to Landlord, to extend the Lease Term for two (2) successive additional periods of three (3) years (the "Option Term"). The Option Term shall be upon the same terms and conditions set forth in this Lease, except that the Fixed Rent shall be adjusted in accordance with Section 2.5 hereof.

ARTICLE 2. RENT

2.1 Commencing on the Rent Commencement Date, Tenant covenants to pay to Landlord as a net minimum rent (the "Fixed Rent") during the Lease Term as follows:
During the first Lease Year, monthly rent in the amount of $3,000 net of utilities, taxes, common area maintenance expenses and insurance ($36,000.00 annually).

During the second Lease Year, monthly rent in the amount of $3,060 net of utilities, taxes, common area maintenance expenses and insurance ($36,724.73 annually).

During the third Lease Year, monthly rent in the amount of $3,121.20 net of utilities, taxes, common area maintenance expenses and insurance ($37,454.40 annually).

During the fourth Lease Year, monthly rent in the amount of $3,183.59 net of utilities, taxes, common area maintenance expenses and insurance ($38,203.00 annually).

During the fifth Lease Year, monthly rent in the amount of $3,247.26 net of utilities, taxes, common area maintenance expenses and insurance ($38,967.06 annually).

If the Rent Commencement Date shall be on a day other than the first day of the month, the rent for the first month shall be prorated for the number of days from the Rent Commencement Date to the last day of the first month.

2.2 The Fixed Rent shall be payable in advance in equal monthly installments on the first day of each calendar month. Each date on which Fixed Rent is payable hereunder is hereinafter referred to as a "Rent Payment Date". Tenant has paid to Landlord the sum of $3000 which shall become non-refundable upon execution of this Lease on or before June 3, 2015 and which amount shall not be applied to any amount due Landlord from Tenant. Prior to the Rent Commencement Date, Tenant shall pay to the Landlord the cost of all taxes (as provided in Article 7) and insurance (as required by Article 11) relating to the Demised Premises for the period commencing on the date of this Lease and continuing to the Rent Commencement Date. Landlord shall provide to Tenant written evidence of the cost of such taxes and insurance and the amount due Landlord.

2.3 Tenant also covenants to pay, from time to time as provided in this Lease, as "Additional Rent" (i) all other amounts and obligations which Tenant assumes or agrees to pay under this Lease and (ii) a late payment charge equal to two (2%) percent of the amount of any installment of Fixed Rent not paid within fifteen (15) days after the applicable Rent Payment Date. If Tenant shall fail to pay any such Additional Rent, Landlord shall have all the rights, powers and remedies provided for in this Lease or at law or in equity or otherwise in the case of nonpayment of rent.

2.4 All Fixed Rent and Additional Rent (collectively referred to herein as "Rent") shall be paid at the office of Landlord as set forth above, or at such place and to such person as Landlord from time to time may designate.

2.5 Fixed Rent for the Option Term, if applicable, shall be as follows:

During the first Lease Year of the Option Term, monthly rent in the amount of $3,312.18 net of utilities, taxes, common area maintenance expenses and insurance ($39,746.20 an-
nually), which amount shall increase for each successive Lease Year of the Option Term by the amount of 2% of the then existing rent amount.

**ARTICLE 3. USE OF DEMISED PREMISES**

3.1 Tenant shall use, occupy, maintain and operate the Demised Premises during the Lease Term as a dispensary of medical marijuana under the approval of the State of New York and for such other purposes as are ancillary, incidental or related to the foregoing use (collectively, the “Permitted Use”).

3.2 Tenant shall not do or suffer any waste, damage, disfigurement or injury to the Demised Premises.

3.3 Tenant shall be permitted to install signage on in the Building and Demised Premises subject only to obtaining all governmental and municipal approvals and permits required in connection with its signage.

3.4 Landlord hereby agrees that Tenant shall have no obligation to continuously conduct its business in the Demised Premises during any specified hours or other period of time, and that Tenant may “go dark” in the Demised Premises at any time during the Lease Term. However, such right of Tenant to “go dark” in the Demised Premises is expressly conditioned upon Tenant continuing to pay the Rent.

**ARTICLE 4. CONDITION OF DEMISED PREMISES**

4.1 As of the Rent Commencement Date, Landlord shall deliver the Demised Premises to Tenant in clean condition with all utilities, building systems (HVAC, electric, plumbing) and equipment in good operating condition. Landlord makes no representation or warranty, express or implied in fact or by law, as to the nature or condition of the Demised Premises, or its fitness or availability for any particular use, or the income from or expenses of operation of the Demised Premises, other than as expressly set forth herein.

**ARTICLE 5. MAINTENANCE AND REPAIR**

5.1 Except as provided herein, Tenant, at all times during the Lease Term and at Tenant’s expense, shall keep the Demised Premises in good repair and shall undertake such snow and ice removal as Tenant shall require. Tenant shall maintain the landscaping in substantially the same condition as of the date of this Lease. Tenant at all times during the Lease Term and at Tenant’s sole expense, shall keep all structural elements of the Building, including exterior walls, foundations, floors, windows, roofs, gutters and drains and all mechanical and building systems (HVAC, electric and plumbing) and equipment servicing the Demises Premises, and the adjoining sidewalks, curbs parking areas and all appurtenances to the Demised Premises, in good and clean order and operating condition and shall make all necessary or appropriate repairs, replacements and renewals thereof, whether interior or exterior, structural or nonstructural, ordinary or extraordinary, or foreseen or unforeseen. All repairs, replacements and renewals shall be equal in quality and class to the original work. In the event Tenant shall elect to increase
the capacity of the HVAC system by adding additional components and controls, those components and controls, other than ductwork, registers and diffusers, shall remain the property of Tenant and may be removed by Tenant upon termination of this Lease.

ARTICLE 6. ALTERATIONS AND ADDITIONS

6.1 Tenant at Tenant’s expense may make alterations of and additions to the Demised Premises (“Alterations”), provided that any such Alteration: (i) is effected with due diligence, in a good and workmanlike manner and in compliance with all applicable local codes and regulations, (ii) is promptly and fully paid for by Tenant, and (iii) is consistent with the requirements of the State of New York relating to dispensaries of medical marijuana. Additionally, any other Alterations shall not require the consent of Landlord unless the estimated cost of such Alterations exceeds $50,000.00, in which event Tenant shall first obtain Landlord’s prior written consent in accordance with Section 6.2 below and in such instance such Alterations shall be made under the supervision of an architect or engineer reasonably satisfactory to Landlord and in accordance with plans, specifications and cost estimates reasonably approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed.

6.2 Tenant shall deliver to Landlord by notice in the manner provided in Article 32 hereof, which notice must specifically refer to this Article 6, a request for Landlord’s consent to any Alteration that requires approval by Landlord (an “Alteration Notice”). Within ten (10) Business Days of its receipt of an Alteration Notice, Landlord shall give the required consent or furnish Tenant with specific written objections relating to such requested Alteration(s). If Landlord fails to respond to Tenant’s Alteration Notice within ten (10) Business Days after Landlord’s receipt thereof, then such Alteration Notice shall be deemed approved, provided and on the condition that (i) Tenant shall have complied with the provisions of this Article 6 and (ii) Tenant shall not be in default of this Lease beyond any applicable notice and/or cure periods. Any Landlord consent required pursuant to this Article 6, shall not be unreasonable withheld, delayed or conditioned by Landlord.

6.3 Except as otherwise provided for in this Lease, the title to all Alterations made during the Lease Term and any renewal thereof, forthwith shall vest in Landlord, and such Alterations shall be and become the sole and absolute property of Landlord, without any obligation of payment by Landlord therefor.

ARTICLE 7. IMPOSITIONS

7.1 Commencing on the date of this Lease, Tenant shall pay to Landlord, as Additional Rent an amount equal to all real estate taxes for the Land for each Tax Year or part thereof together with the cost of insurance during the Lease Term. Tenant’s liability under this Section
7.1 shall in all cases be prorated on the basis of a three-hundred sixty-five (365) day year for any Tax Year which is not included entirely within the Lease Term.

ARTICLE 8. LIENS

8.1 Tenant shall not directly or indirectly create or permit, and shall discharge, any mortgage, lien, security interest, encumbrance or charge on, pledge of or conditional sale or other retention agreement with respect to the Demised Premises or Tenant’s interest under this Lease, other than (i) liens for Impositions not yet payable, or payable without the addition of any fine, penalty, interest or cost for nonpayment, or being contested as permitted in Article 9 hereof, and (ii) the liens of mechanics, materialmen, suppliers or vendors, or right thereto, incurred in the ordinary course of business for sums which under the terms of the related contract are not at the time due, provided that adequate provision for the payment thereof shall have been made and provisions of the following paragraph are complied with.

8.2 If, in connection with any work being performed by or for Tenant or in connection with any materials being furnished to Tenant, any mechanic’s lien or other lien or charge shall be filed or made against the Demised Premises or any part thereof, or if any such lien or charge shall be filed or made against Landlord, then Tenant, at Tenant’s expense, within one hundred and twenty (120) days after such lien or charge shall have been filed or made, shall (i) cause the same to be canceled and discharged of record by payment thereof or filing a bond or otherwise, or (ii) undertake proceedings for the cancellation or discharge of such lien or charge. Tenant promptly and diligently shall (i) defend any suit, action or proceeding which may be brought for the enforcement of such lien or charge, (ii) satisfy and discharge any judgment entered therein within one hundred and eighty (180) days from the entering of such judgment by payment thereof or filing a bond or otherwise, and (iii) pay all reasonable out-of-pocket costs and expenses, including reasonable attorneys’ fees, suffered or incurred by Landlord in connection therewith within thirty (30) days of Landlord’s demand for such payment.

ARTICLE 9. PERMITTED CONTESTS

9.1 Tenant, at Tenant’s expense may contest, by appropriate legal proceedings conducted in good faith and with due diligence, the amount or validity or application, in whole or in part, of any Imposition imposed on the Demised Premises, provided that (i) Tenant shall first make all contested payments, under protest if Tenant desires, unless such proceedings shall suspend the collection by Landlord of any Rent and (ii) neither the Demised Premises, nor any part thereof or interest therein, nor any Rent would be in any reasonable danger of being sold, forfeited, lost or interfered with.

ARTICLE 10. UTILITY SERVICES
10.1 Tenant shall pay for all electric and natural gas utility service directly servicing only the Demised Premises. Tenant shall comply with all contracts relating to any utility services delivered to the Demised Premises.

**ARTICLE 11. INSURANCE**

11.1 Tenant, at all times during the Lease Term and at Tenant’s expense, shall provide and maintain, in full force and effect, with respect to the Demised Premises (i) insurance against loss or damage by fire, lightning, windstorm, hail, explosion and other risks from time to time included under “extended coverage” policies, in an amount equal to at least 100% of the full replacement value of the Demised Premises and, in any event, in an amount sufficient to prevent Landlord or Tenant from becoming a co-insurer of any loss under applicable policies, which shall be written on a replacement cost basis, (ii) public liability and property damage insurance protecting Tenant against any and all liability occasioned by negligence, occurrence, accident or disaster in or about the Demised Premises or any part thereof, or the adjoining sidewalks, curbs, vaults and vault space, if any, streets or ways, or any appurtenances thereto, in amounts reasonably approved from time to time by Landlord, which amounts at the date hereof shall be, in the case of public liability, $1,000,000 per person and $3,000,000 per accident, and in the case of property damage, $1,000,000, and (iii) appropriate workers’ compensation or other insurance against liability arising from claims of workers in respect of and during the period of any work on or about the Demised Premises.

11.2 All insurance maintained by Tenant pursuant to this Article 11 shall, (i) except for workers’ compensation insurance, name Landlord an additional insured and, in the case of insurance for property damage, shall include, to the extent available, an effective waiver by the issuer of all rights of subrogation against any named insured or such insured’s interest in the Demised Premises or any income derived therefrom, (ii) provide, except in the case of public liability and workers’ compensation insurance, that insurance proceeds shall be payable to Landlord for the benefit of Landlord and Tenant, as their respective interests may appear, (iii) provide that any losses shall be payable by the insurance company notwithstanding any act or failure to act or negligence of Landlord or Tenant or any other person, and (iv) provide that no cancellation, reduction in amount or material change in coverage thereof shall be effective until at least ten days after receipt by Landlord and Tenant of written notice thereof.

11.3 Upon the execution of this Lease and thereafter not less than fifteen days prior to the expiration date of any policy maintained by Tenant pursuant to this Article 11, Tenant shall deliver to Landlord copies of all certificates of insurance evidencing the coverages required by this Lease and evidence of the payment of the premiums therefor.

11.4 If at any time Tenant shall neglect or fail to provide or maintain insurance or to deliver insurance certificates in accordance with this Article 11, Landlord may, after thirty (30) days’ prior written notice to Tenant, effect such insurance as agent for Tenant, by taking out policies in companies selected by Landlord, and the amount of the premiums paid for such insurance shall be paid by Tenant to Landlord on demand.
11.5 Notwithstanding anything herein to the contrary, Landlord hereby acknowledges and agrees that the insurance policies maintained by Tenant in connection with the Demised Premise as of the Rent Commencement Date satisfy the requirements of this Article 11.

**ARTICLE 12. DAMAGE TO OR DESTRUCTION OF THE DEMISED PREMISES**

12.1 If there is any material damage to or destruction of the Demised Premises or any part thereof, Tenant promptly shall give written notice thereof to Landlord, generally describing the nature and extent of such damage or destruction.

12.2 If there is any damage to or destruction of the Demised Premises or any part thereof, Landlord shall promptly commence and complete, subject to Unavoidable Delays, the restoration, replacement or rebuilding the shell of the Demised Premises to its condition as of the effective date of this Lease. Tenant, at Tenant’s expense whether or not the insurance proceeds, if any, on account of such damage or destruction shall be sufficient for the purpose, shall thereafter promptly commence and complete, subject to Unavoidable Delays, the restoration, replacement or rebuilding of the Demised Premises as nearly as possible to its value, condition and character immediately prior to such damage or destruction, with such Alterations as may be made at Tenant’s election pursuant to and subject to Article 6 herein. Pending the completion of such Restoration (as defined in Article 31 herein), Tenant shall perform all temporary work and take all such actions as may be necessary or desirable to protect and preserve the Demised Premises.

12.3 Insurance proceeds received by Landlord on account of any damage to or destruction of the Demised Premises or any part thereof, less the reasonable costs and expenses incurred by Landlord or Tenant in the collection thereof, including without limitation fees and expenses of adjusters and attorneys, shall be applied as hereinafter provided.

12.4 Net insurance proceeds received on account of any damage to or destruction of the Demised Premises or any part thereof, unless Tenant is in default under this Lease, shall be paid to Tenant or as Tenant may direct, from time to time as Restoration progresses, to pay or to reimburse Tenant for the cost of Restoration, upon written request of Tenant accompanied by evidence, satisfactory to Landlord that the amount requested has been paid or is then due and payable and is properly a part of such cost, that there are no mechanics’ or similar liens for labor or materials theretofore supplied in connection with the Restoration, and that the balance of said proceeds after making the payment requested will be sufficient to pay the balance of the cost of Restoration. Upon receipt by Landlord of evidence satisfactory to Landlord that the Restoration has been completed and the cost thereof has been paid in full, and that there are no mechanics’ or similar liens for labor or materials supplied in connection therewith, the balance, if any, of such proceeds shall be paid to Landlord.

**ARTICLE 13. TAKING OF THE DEMISED PREMISES**

13.1 If there is a Taking of the fee of the entire Demised Premises, other than for a temporary use, this Lease shall terminate as of the date of such Taking. In case of a Taking, other
than for temporary use, of such perpetual easement on the entire Demised Premises, or a Taking of at least thirty-five (35%) percent of the Demised Premises, Tenant may terminate this Lease by written notice to Landlord given within sixty (60) days after such Taking, as of a date specified in such notice within ninety days after such Taking. Any Taking of the Demised Premises of the character referred to in this Article 13, which results in the termination of this Lease, is referred to herein as a “Total Taking”.

13.2 If there is a Taking of the Demised Premises other than a Total Taking, this Lease shall remain in full force and effect as to the principal of the Demised Premises remaining immediately after such Taking, without any abatement or reduction of Rent, except as may be expressly provided in this Article 13, and Tenant, at Tenant’s expense whether or not the awards or payments, if any, on account of such Taking will be sufficient for the purpose, promptly shall commence and complete, subject to Unavoidable Delays, Restoration of the Demised Premises as nearly as possible to its value, condition and character immediately prior to such Taking, except for any reduction in area caused thereby, provided that in case of a Taking for temporary use Tenant shall not be required to effect Restoration (other than temporary work and actions necessary or desirable for the protection of the Demised Premises) until such Taking for a temporary use is terminated.

ARTICLE 14. QUIET ENJOYMENT

14.1 Landlord covenants that so long as Tenant is not in default hereunder in the payment of any Rent or compliance with or the performance of any of the terms, covenants or conditions of this Lease on Tenant’s part to be complied with or performed, Tenant shall not be hindered or molested by Landlord in Tenant’s enjoyment of the Demised Premises.

ARTICLE 15. RIGHT TO CURE TENANT’S DEFAULT

15.1 If Tenant fails to make any payment or to comply with or perform any term, covenant or condition of this Lease to be complied with or performed by Tenant, Landlord may, but shall be under no obligation to, after thirty (30) days’ written notice to Tenant, make such payment or perform or cause to be performed such work, labor, services, acts or things, and take such other steps as Landlord may reasonably deem advisable, to comply with any such term, covenant or condition which is in default. Tenant shall reimburse Landlord (with interest at the rate of ten percent per annum) for all reasonable sums so paid by Landlord and all costs and expenses incurred by Landlord including reasonable attorney’s fees in connection with the making of any payments, the performance of any act or other steps taken by Landlord pursuant to this Article 15.

ARTICLE 16. EVENTS OF DEFAULT AND TERMINATION

16.1 If any one or more of the following events (“Events of Default”) shall occur:

(a) if Tenant shall fail to pay any Fixed Rent within fifteen (15) days that same is due; or
(b) if Tenant shall fail to pay any Additional Rent, when and as the same becomes due and payable and such failure shall continue for more than thirty (30) days after notice from Landlord that same is past due; or

(c) if Tenant shall fail to comply with or perform any term, covenant or condition of Articles 7, 8 or 11, and such failure shall continue for more than thirty (30) days after Tenant receives notice from Landlord that same is past due; or

(d) if Tenant shall fail to comply with or perform any other term, covenant or condition hereof, and such failure shall continue for more than thirty (30) days after notice thereof from Landlord, and Tenant within said period, subject to Unavoidable Delays, shall not commence with due diligence and dispatch the curing of such default, or, having so commenced, thereafter shall fail or neglect to prosecute or complete with due diligence and dispatch the curing of such default for reasons other than Unavoidable Delays; or

(e) if Tenant shall make a general assignment for the benefit of creditors, or shall admit in writing Tenant’s inability to pay Tenant’s debts as they become due, or shall file a petition in bankruptcy, or shall be adjudicated a bankrupt or insolvent, or shall file a petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, or shall file an answer admitting, or shall fail to contest, the material allegations of a petition filed against Tenant in any such proceeding, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Tenant or any material part of Tenant’s properties; or

(f) if, within ninety days after the commencement of any proceeding against Tenant seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceeding shall not have been dismissed, or if, within ninety (90) days after the appointment without the consent of acquiescence of Tenant, of any trustee, receiver or liquidator of Tenant or of any material part of Tenant’s properties, such appointment shall not have been vacated; or

(g) if a final judgment for the payment of money shall be rendered against Tenant and, within sixty (60) days after the entry thereof, such judgment shall not have been discharged or execution thereof stayed pending appeal, or if, within sixty (60) days after the expiration of any such stay, such judgment shall not have been discharged; then, and in any such Event of Default, and upon the expiration of any applicable notice, grace or cure period without completion of the cure of same, Landlord, at any time thereafter may give ten (10) Business Days’ written termination notice to Tenant, and upon the expiration of said ten (10) Business Day period, this Lease shall terminate and, subject to Article 21, the Lease Term shall expire and terminate by limitation, and all rights of Tenant under this Lease shall cease, unless before such date (i) all arrears of Rent (with interest at the rate of ten percent per annum) and all costs and expenses, including reasonable attorneys’ fees, incurred by or on behalf of Landlord hereunder, shall have been paid by Tenant, and (ii) all other defaults at the time existing under this Lease shall have been fully remedied to the reasonable satisfaction of Landlord. Tenant shall reimburse Landlord for all reasonable out-of-pocket costs and expenses, including reasonable attorneys’
fees, incurred by or on behalf of Landlord occasioned by or in connection with any default by Tenant under this Lease.

ARTICLE 17. REPOSSESSION

17.1 If an Event of Default shall have occurred and be continuing upon the expiration of any applicable notice, grace or cure period without completion of the cure of same, Landlord, whether or not the Lease Term shall have been terminated pursuant to Article 16, may enter upon and repossess the Demised Premises or any part thereof by force, summary proceedings, ejectment or otherwise, and may remove Tenant and all other persons and any and all property therefrom. Notwithstanding anything herein to the contrary, Landlord acknowledges that its right of reentry into the premises set forth in this Lease do not confer on it the authority to manufacture and/or dispense on the Demised Premises medical marijuana in accordance with article 33 of the Public Health Law and Landlord agrees to provide to the New York State Department of Health, Mayor Erastus Corning 2nd Tower, The Governor Nelson A. Rockefeller Empire State Plaza, Albany, NY 12237 with notification by certified mail of its intent to reenter the Demised Premises or to initiate dispossess proceedings or that this Lease is due to expire, at least 30 days prior to the date on which Landlord intends to exercise a right of reentry or to initiate such proceedings or at least 60 days before the expiration of this Lease. Any costs incurred by Landlord, including reasonable attorney’s fees, in entering upon the premises and securing or handling Tenants equipment or inventory in full compliance with law shall be reimbursed to Landlord by Tenant as “Additional Rent” under this lease regardless of the termination or status of the lease at the time.

ARTICLE 18. RELETTING

18.1 At any time or from time to time after the repossession of the Demised Premises or any part thereof pursuant to Article 17, whether or not the Lease Term shall have been terminated pursuant to Article 16, Landlord may relet the Demised Premises or any part thereof for the account of Tenant, for such term or terms (which may be greater than or less than the period which would otherwise have constituted the balance of the Lease Term) and on such conditions (which may include concessions or free rent) and for such uses (subject to the limitations of Article 17.1) as Landlord, in Landlord’s absolute discretion, may determine, and may collect and receive the rents therefrom. Landlord shall not be responsible or liable for any failure to relet the Demised Premises or any part thereof or for any failure to collect any rent due upon any such reletting.

ARTICLE 19. ASSIGNMENT OF SUBRENTS

19.1 Tenant hereby irrevocably assigns to Landlord all rents due or to become due from any assignee of Tenant’s interest hereunder and any subTenant or any tenant or occupant of the Demised Premises or any part thereof, together with the right to collect and receive such rents; provided, however, that, so long as Tenant is not in default under this Lease, Tenant shall have the right to collect such rents for Tenant’s own use and purposes. Upon any default by Tenant
under this Lease, Landlord shall have absolute title to such rents and the absolute right to collect the same. Landlord shall apply to the Rent due under this Lease the net amount (after deducting all reasonable costs and expenses incident to the collection thereof and the operation and maintenance, including repairs, of the Demised Premises) of any rents so collected and received by Landlord.

ARTICLE 20. TENANT’S EQUIPMENT

20.1 All Tenant’s Equipment (as defined in Article 31 herein) shall be the property of Tenant. Unless otherwise agreed to in writing by the parties, Tenant shall remove all its Equipment and Fixtures at its sole cost and expense. Any Tenant’s Equipment or Fixtures not removed by Tenant, at Tenant’s expense, within thirty (30) days after any repossession of the Demised Premises, whether or not this Lease has been terminated, shall be considered abandoned by Tenant and may be appropriated, sold, destroyed or otherwise disposed of by Landlord without notice to Tenant and without obligation to account therefor; and Tenant shall pay Landlord, on demand, all reasonable, out-of-pocket costs and expenses incurred by Landlord in removing, storing or disposing of any of Tenant’s Equipment and Fixtures including reasonable attorney’s fees, costs and expenses. Tenant shall immediately repair at Tenant’s expense all damage to the Demised Premises caused by any removal of Tenant’s Equipment or Fixtures therefrom, whether effected by Tenant or by any other person. Landlord shall not be responsible for any loss or damage to Tenant’s Equipment or Fixtures caused by the removal of same.

ARTICLE 21. SURVIVAL OF TENANT’S OBLIGATIONS AND DAMAGES

21.1 In the event Tenant’s use of the Demised Premises as a dispensary for medical marijuana shall be prohibited or restrained by operation of law, rule or regulation, Tenant shall have the right to terminate this Lease upon ninety (90) days notice to Landlord submitted together with a payment equal to the Rent due for the period six (6) months following the anticipated return of possession. In which event neither party shall have any further duty or obligation hereunder except for the payment of Rent through the date of termination and except for such other duties or obligations as are specifically provided to survive the termination of this Lease.

21.2 If an Event of Default shall have occurred and be continuing upon the expiration of any applicable notice, grace or cure period without completion of the cure of same, and Landlord shall terminate this Lease or shall enter upon and repossess the Demised Premises, Tenant shall pay to Landlord all Rent up to the time of such termination or repossession, together with all reasonable costs and expenses incurred by Landlord in connection with such termination or repossession including attorneys’ fees, and thereafter Tenant, until the end of what would have been the Lease Term in the absence of such termination or repossession, and whether or not the Demised Premises or any part thereof shall have been relet, shall be liable to Landlord for, and shall pay to Landlord, as liquidated and agreed and current damages for Tenant’s default, (a) all Rent which would be payable under this Lease by Tenant in the absence of such termination or repossession, less (b) all net rents collected by Landlord from the tenants or subtenants of the Demised Premises, if any, and the net proceeds, if any, of any reletting affected for the account of
Tenant pursuant to Article 18 after deducting from such proceeds all Landlord’s reasonable expenses in connection with such reletting and other sums owed Landlord, including without limitation all reasonable repossession costs, brokerage commissions, legal and accounting expenses, attorneys’ fees, employees’ expenses, promotional expenses, reasonable alteration costs, and expenses of preparation for such reletting. Tenant shall pay such current damages monthly on the Rent Payment Dates applicable in the absence of such termination or repossession, and Landlord shall be entitled to recover the same from Tenant on each such date.

21.3 Alternatively, at any time after such termination or repossession, Landlord shall be entitled to recover from Tenant, and Tenant shall pay to Landlord on demand, as and for liquidated and agreed final damages for Tenant’s default and in lieu of all other damages, an amount equal to the excess, if any, of (a) all Rent which would be payable under this Lease from the date of such demand (or, if it be earlier, the date to which Tenant shall have satisfied in full Tenant’s obligation under the preceding paragraph of this Article 21 to pay current damages) until what would be the then unexpired Lease Term in the absence of such termination or repossession discounted to a present value, over (b) the then fair net rental value of the Demised Premises for the same period. Upon the payment of such final damages, this Lease, if not already terminated, shall be deemed terminated. If any statute or rule of law shall validly limit the amount of such liquidated final damages to less than the amount above agreed upon, Landlord shall be entitled to the maximum amount allowable under such statute or rule of law.

**ARTICLE 22. WAIVERS**

22.1 No failure by Landlord or Tenant to insist upon the strict performance of and compliance with any term, covenant or condition hereof or to exercise or enforce any right, power or remedy consequent upon a breach thereof, and no submission by Tenant or acceptance by Landlord of full or partial Rent during the continuance of any such breach, shall constitute a waiver of any such breach or of any such term, covenant or condition. No waiver of any breach of any term, covenant or condition of this Lease shall affect or alter this Lease, which shall continue in full force and effect, or the respective rights, powers or remedies of Landlord or Tenant with respect to any other then existing or subsequent breach.

22.2 **LANDLORD AND TENANT HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER AGAINST THE OTHER, OR AS TO ANY MATTERS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, OR THEIR RELATIONSHIP AS LANDLORD AND TENANT, OR TENANT’S USE OR OCCUPANCY.**

**ARTICLE 23. LANDLORD’S REMEDIES CUMULATIVE**

23.1 All of the rights, powers and remedies of Landlord provided for in this Lease or now or hereafter existing at law or in equity, or by statute or otherwise, shall be deemed to be separate, distinct, cumulative and concurrent. No one or more of such rights, powers or remedies, nor any mention of reference to any one or more of them in this Lease, shall be deemed to be in the exclusion of, or a waiver of, any other rights, powers or remedies provided for in this
Lease, or now or hereafter existing at law or in equity, or by statute or otherwise. The exercise or enforcement by Landlord of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise or enforcement by Landlord of any or all of such other rights, powers or remedies.

ARTICLE 24. ESTOPPEL CERTIFICATES

24.1 Tenant shall execute, acknowledge and deliver to Landlord, promptly upon request, a certificate certifying: (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the Lease is in full force and effect, as modified, and identifying the modifications); (b) the dates to which Rent has been paid; (c) whether or not there is any existing default by Landlord or Tenant with respect to which a notice of default has been delivered, and if there is any such default, specifying the nature and extent thereof; and (d) whether or not there are any setoffs, defenses or counterclaims against the enforcement of any term, covenant or condition of this Lease. Any such certificate may be relied upon by any prospective purchaser or mortgagee of the Demised Premises or any part thereof.

ARTICLE 25. ASSIGNMENT, SUBLETTING AND MORTGAGES

25.1 Tenant expressly covenants that Tenant shall not voluntarily or involuntarily assign, encumber, mortgage or otherwise transfer this Lease, or sublet the Demised Premises or any part thereof, or suffer or permit the Demised Premises or any part thereof to be used or occupied by others, by operation of law or otherwise, without the prior written consent of Landlord in each instance, which consent shall not be unreasonably withheld, delayed or conditioned. Absent such consent, any act or instrument purporting to do any of the foregoing shall be null and void.

25.2 If this Lease is assigned, whether or not in violation of the terms of this Article 25, Landlord may collect Rent from the assignee. If the Demised Premises or any part thereof are sublet or occupied by anybody other than Tenant, Landlord, after any default by Tenant, may collect rent from the subtenant or occupant, and apply the net amount collected to the Rent due hereunder. Such collection of rent by Landlord shall not be deemed a waiver of the provisions hereof, the acceptance of the assignee, subtenant or occupant as a tenant, or a release of Tenant from the further observance and performance by Tenant of the terms, covenants and conditions of this Lease.

25.3 The consent by Landlord to an assignment, encumbrance, transfer or subletting shall not in any way be deemed consent to any further assignment, encumbrance, transfer or subletting. In no event shall any permitted subTenant assign or encumber its sublease or further sublet all or any portion of its sublet space, or otherwise suffer or permit the sublet space or any part thereof to be used or occupied by others, without the prior written consent of Landlord in each instance, and each permitted sublease shall so provide in its terms.
25.4 Any such consent of Landlord shall be subject to the terms of this Lease and conditional upon there being no default by Tenant, beyond any grace period, under any term, covenant or condition of this Lease at the time that Landlord’s consent is requested.

25.5 Upon receiving Landlord’s written consent, a duly executed copy of the sublease or assignment shall be delivered to Landlord within thirty days after execution thereof. Any such sublease shall provide that the sub-Tenant shall comply with all applicable terms, covenants and conditions of this Lease to be observed or performed by Tenant hereunder. Any such assignment shall contain an assumption by the assignee of all of the terms, covenants and conditions of this Lease to be observed or performed by Tenant.

25.6 Notwithstanding anything herein to the contrary, Tenant shall have the right to assign or sublease this Lease to an Affiliate upon reasonable notice to Landlord and without Landlord’s prior consent. For the purposes of this Article 25, the term “Affiliate” shall mean any entity which controls or is controlled by or under common control with Tenant, and the term “control” shall mean, in the case of a corporation, ownership or voting control, directly or indirectly, of at least fifty (50%) percent of all the voting stock, and in case of a joint venture, limited liability company, partnership or similar entity, ownership, directly or indirectly, of at least fifty (50%) percent of all the general or other partnership, membership (or similar) interests therein.

ARTICLE 26. SUBORDINATION AND ATTORNMENT

26.1 This Lease shall be subject and subordinate to all mortgages which may now or hereafter affect the Land, and to all renewals, modifications, consolidations, increases, replacements and extensions thereof, provided, however, the foregoing condition is subject to Tenant receiving a subordination, non-disturbance and attornment agreement from the mortgagee in a form reasonably acceptable to Tenant providing that so long as Tenant shall not be in default of this Lease, Tenant’s interest shall not be disturbed. In the event of any sale of the Demised Premises in a foreclosure of any such mortgage or the exercise by the holder of any such mortgages of any other remedies provided for by law or in such mortgage, Tenant, upon written request of the holder of the mortgage or the purchaser at such foreclosure or any person succeeding to the interest of the holder of the mortgage, shall attorn to such holder, purchaser or successor in interest, as the case may be, without change in the terms, covenants or conditions of this Lease. If such a request is made, this Lease shall not be deemed to be terminated by any foreclosure proceedings or other remedies for the enforcement of the mortgage by such holder, purchaser or successor in interest. The provisions of this Article 28 shall be self-operative and no further instrument of subordination and/or attornment shall be required. In confirmation of such subordination and/or attornment, Tenant promptly shall execute and deliver at Tenant’s expense any instrument that Landlord or the holder of any such mortgage may reasonably request to evidence such subordination and/or attornment.

ARTICLE 27. ENTRY BY LANDLORD
27.1 Subject to Tenant's reasonable internal safety and security requirements, Landlord and any authorized representatives of Landlord shall have the right to enter the Demised Premises, at all reasonable times and upon reasonable advance notice to Tenant, for the purpose of inspecting the same or for the purpose of doing any work permitted to be done by Landlord under this Lease, and to take other such actions permitted under this Lease. Nothing contained herein shall create or imply any duty on the part of Landlord to make any such inspection or do any such act. Landlord and representatives of Landlord shall have the right to enter the Demised Premises at all reasonable times upon reasonable prior notice for the purpose of showing the Demised Premises to prospective purchasers or mortgagees, and at any time during the six (6) month period preceding the expiration or termination of this Lease for the purpose of showing the same to prospective tenants. No such entry shall constitute an eviction of Tenant.

27.2 Notwithstanding anything above to the contrary, Landlord's rights of entry shall in no case extend to vaults or other secured portions of the Demised Premises where money, medical marijuana and related items, securities or other valuables, confidential documents, high security telecommunication servers or similar high security equipment are kept except in accordance with Tenant's security procedures. Tenant may, from time to time and upon reasonable advance notice to Landlord, designate certain areas of the Premises that Landlord shall be prohibited from entering, except in the case of an emergency, and then only if accompanied by an authorized Tenant representative.

ARTICLE 28. CONVEYANCE BY LANDLORD

28.1 If the original or any successor Landlord shall convey or otherwise dispose of the Land and Building, Landlord shall thereupon be released from all obligations and liabilities of Landlord under this Lease (except those accruing prior to such conveyance or other disposition), and such obligations and liabilities shall be binding solely on the then owner of the Land and Building.

28.2 In any action brought to enforce the obligations or liabilities of Landlord under this Lease, any judgment or decree shall be enforceable against Landlord only to the extent of Landlord's interest in the Land and Building, and no such judgment shall be the basis of execution on, or be a lien on, assets of Landlord other that Landlord's interest in the Land and Building.

28.3 As material inducement for Tenant to enter into this Lease, Landlord and its respective successors and/or assigns, agree not to convey, assign, license, sell or lease any portion of the Building or any other property on the same street or avenue and within a 1000 feet of the Demised Premises, whether now owned or hereafter acquired by Landlord, without first prohibiting the use of such property to be conveyed, assigned, licensed, sold or leased for the operation of a school, day care facility, church, synagogue or other place of worship (the “Restriction”). The Restriction shall apply only as long as all of the following conditions exist: (i) Tenant is occupying the Demised Premises and operating as a medical marijuana dispensary and (ii) Tenant is not in default of a material term of this Lease beyond all applicable periods of notice and cure. Such Restriction shall be set forth and contained in the Memorandum of Lease
and in any instrument of transfer as a covenant running with the Land for the benefit of Tenant. If, at any time, Landlord violates the Restriction, Landlord shall be liable to Tenant for any and all losses, costs (including, without limitation, attorneys’ fees and costs and any costs incurred by Tenant in connection with enforcing the Restriction) damages, demands, suits, proceedings, judgments, fines or penalties, whether groundless or not, whether threatened or actual, for, concerning, or with respect to, Landlord’s violation of the Restriction. In addition, Tenant shall expressly have the right to bring an action in any court of competent jurisdiction to act to enforce the Restriction on behalf of the Landlord if the Landlord fails to do so.

ARTICLE 29. END OF LEASE TERM AND HOLDOVER

29.1 Upon the expiration or termination of the Lease Term, Tenant shall promptly quit, surrender and deliver to Landlord the Demised Premises, free of all tenancies or other rights of occupancy, with the Improvements thereon in good order and condition, ordinary wear and tear excepted, and shall remove all Tenant’s Equipment and Fixtures therefrom at its sole cost and expense.

ARTICLE 30. BROKERAGE

30.1 Landlord and Tenant each represents and warrants to the other that such party has not dealt with any broker or finder in connection with the Demised Premises or this Lease other than Innovative Realty Services, Inc. (“Broker”). Landlord agrees to pay all fees and commissions of Broker. Landlord and Tenant each agrees to indemnify and hold the other harmless from and against any and all commission, liability, claim, loss, damage or expense, including reasonable attorneys’ fees, arising from any claims for brokerage or any other fee or commission by any person (other than Broker) with whom such party has dealt.

ARTICLE 31. DEFINITIONS

31.1 As used in this Lease, the following terms have the following respective meanings:

“Business Day” -- all days, excluding Saturdays, Sundays, and all days observed by either the State of New York, the United States of America or by the labor unions servicing the Building as legal holidays.

“default” -- any condition or event which constitutes, or which after notice or lapse of time or both would constitute, an Event of Default.

“Demised Premises” -- as defined in Article 1.

“Effective Date” – June 1, 2015

“Event of Default” -- as defined in Article 16.
“Fixed Rent” -- as defined in Article 2.

“Impositions” -- all taxes, [real estate and other municipal taxes], assessments (including without limitation all assessments for public improvements or benefits, whether or not commenced or completed prior to the date hereof and whether or not to be completed within the Lease Term), water and sewer rents and charges, charges for public utilities, excises, levies, license fees, permit fees, inspection fees and other authorization fees and other charges of every nature and kind whatsoever (including all interest and penalties thereon), in each case, whether general or special, ordinary or extraordinary, foreseen or unforeseen, of every character, which at any time during or in respect of the Lease Term may be assessed, levied, charged, confirmed or imposed on or in respect of or be a lien upon (a) the Demised Premises or any part thereof or any rent therefrom or any estate, right or interest therein, or (b) any occupancy, use or possession of or activity conducted on the Demised Premises or any part thereof. The term “Impositions” shall exclude, however, any income taxes assessed against Landlord, franchise, estate, inheritance or transfer taxes of Landlord, or any tax or charge in replacement or substitution of the foregoing or of a similar character; provided, however, that if at any time during the Lease Term the then prevailing method of taxation or assessment shall be changed so that the whole or any part of the Impositions theretofore payable by Tenant as above provided, shall instead be levied, charged, assessed or imposed whole or partially on the rents received by Landlord from the Demised Premises, or shall otherwise be imposed against Landlord in the form of a franchise tax or otherwise, then Tenant shall pay the same (and the same shall be deemed Impositions) at least twenty days prior to the last day upon which the same may be paid by Landlord without interest or penalty for the late payment thereof.

“Land” -- as defined in Article 1.

“Lease” -- this Lease, as at the time amended, modified or supplemented.

“Lease Term” -- as defined in Article 1, as the same may be extended or renewed.

“Tenant's Equipment” -- all fixtures, safe deposit boxes, vaults, machinery, apparatus, furniture, furnishings and other equipment and all temporary or auxiliary structures installed by or at the request of Tenant in or about the Demised Premises or any part thereof, which (a) are not used and are not procured for use, in whole or in part, in connection with the operation, maintenance or protection of the Demised Premises.

“person” -- an individual, a corporation, an association, a partnership, a joint venture, an organization, or other business entity, or a governmental or political unit or agency.
“Rent Commencement Date” -- means ten (10) days following the satisfaction or waiver by Tenant of each of the Tenant Contingencies set forth in Article 34 or January 15, 2016 if the Tenant has not exercised a right to terminate, whichever is earlier.

“Rent Payment Date” -- as defined in Article 2.

“Restoration” -- all restorations, replacements, rebuildings, alterations, additions, temporary repairs and property protection to be performed in connection with a Taking of the Demised Premises or the damage to or destruction of the Building or Demised Premises.

“Taking” -- a taking during the Lease Term of all or any part of the Demised Premises, or any leasehold or other interest therein or right accruing thereto, as the result of the exercise of the right of condemnation or eminent domain or a sale in lieu or in anticipation of such exercise or a change or grade affecting the Demised Premises or any part thereof.

“Total Taking” -- as defined in Article 13.

“Unavoidable Delays” -- delays due to strikes, acts of God, governmental restrictions, enemy action, riot, civil commotion, fire, unavoidable casualty or other causes beyond the control of Tenant, provided that no delay shall be deemed an Unavoidable Delay if the Demised Premises or any part thereof or interest therein or any Rent would be in any danger of being sold, forfeited, lost or interfered with, or if any Occupancy Tenant, Landlord or Tenant would be in danger of incurring any civil or criminal liability for failure to perform the required act. Lack of funds shall not be deemed a cause beyond the control of Tenant.

**ARTICLE 32. NOTICES**

32.1 All notices, demands, elections and other communications desired or required to be delivered or given under this Lease shall be in writing, and shall be deemed to have been delivered and given when delivered by hand or by nationally recognized overnight courier, or on the third Business Day after the same have been mailed by first class registered or certified mail, return receipt requested, postage prepaid, enclosed in a securely sealed envelope addressed to the party to which the same is to be delivered or given at such party’s address as set forth in this Lease or at such other address as said party shall have designated in writing in accordance with this Article 32.

All notices from Tenant to Landlord required or permitted by any provision of this Lease shall be direct to Landlord as follows:
Carol Gradl, as Trustee of the Living Trust of Gerald and Carol Gradl
5864 Selby Court
East Amherst, New York 14051

with a copy to: The Knoer Group, PLLC
424 Main Street, Suite 1820
Buffalo, New York 14203
Email: rknoer@knoergroup.com

All notices from Landlord to Tenant required or permitted hereunder shall be directed as follows:

Far(M)ed New York, LLC
3095 Harlem Road
Cheektowaga, New York 14225

with a copy to: Phillips Lytle LLP
1400 First Federal Plaza
Rochester, NY 14614
Attention: Richard M. Beers, Jr, Esq.

ARTICLE 33. MISCELLANEOUS

33.1 All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law, and are intended to be limited to the extent necessary so that they will not render this Lease invalid, unenforceable or not entitled to be recorded under any applicable law. If any term, covenant or condition of this Lease shall be held to be invalid, illegal or unenforceable, the validity of the other terms, covenants and conditions of this Lease shall in no way be affected thereby. If any interest or late charge provided for herein shall be deemed to be in excess of the maximum amount permitted under applicable law, Tenant shall be deemed to be entitled to the maximum amount permitted under applicable law.

33.2 This Lease shall be construed under the laws of New York State. Venue shall be within the County of Erie in the State of New York.
33.3 The headings in this Lease are for purposes of reference only and shall not limit or define the meaning hereof.

33.4 This Lease may be changed or modified only by an instrument in writing signed by the party against which enforcement of such change or modification is sought.

33.5 This Lease shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto.

**ARTICLE 34. TENANT'S CONTINGENCIES**

34.1 Tenant's obligations under this Lease are contingent upon and subject to the satisfaction of each of the following matters on or before the date specified (in each case, the "Contingency Satisfaction Date"): 

   (a) On or before August 31, 2015, Tenant shall have received final approval from the State of New York as a Registered Organization under the State of New York Medical Marijuana Program.

   (b) On or before December 31, 2015, Tenant shall have received all approvals, consents and authorities required by applicable statute, rule, code or regulation to operate the Demised Premises as a dispensary of medical marijuana under the State of New York Medical Marijuana Program and to display such signs as Tenant shall desire or require relating to such use.

If the foregoing contingencies have not been satisfied or waived on or before the Contingency Satisfaction Date, then Tenant may terminate this Lease by giving written notice to Landlord any time prior to January 15, 2016.

**ARTICLE 35. RIGHT OF FIRST REFUSAL TO PURCHASE**

Landlord hereby grants Tenant a right of first refusal to purchase the Land and Building during the Term of this Lease. Should Landlord decide to sell the Land or Building during the term of this Lease, Landlord shall notify Tenant of the terms on which Landlord is willing to sell. Tenant shall have the option for a period of fifteen (15) days after receiving written notice to purchase the Land or Building on the terms stated in the notice. Should Tenant fail to exercise the option within the option period, Landlord shall have the right to sell the premises to a third party on the same terms stated in the notice to Tenant. Any sale on different terms reinstates Tenant's right of first refusal. If Landlord has not closed a sale of the property to such third party on such terms within six (6) months after Tenant's receipt of notice, Tenant's right of first refusal is reinstated.
IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease on the date first above written.

LANDLORD

The Living Trust of Gerald and Carol Gradl

By: Carol Gradl, Trustee
Name: Carol Gradl
Its: Trustee

TENANT

FAR(M)ED NEW YORK, LLC

By: 
Name: Ephraim Awal
Its: President
EXECUTED LEASE FOR

2199 E. HENRIETTA ROAD
HENRIETTA, NY 14623
LEASE AGREEMENT
(Frontier Center LLC and
Far(m)ed New York, LLC)

ARTICLE I

BASIC LEASE PROVISIONS AND ENUMERATION OF EXHIBITS

Section 1.01 - Basic Lease Provisions.

A. DATE: June 3, 2015

B. LANDLORD: Frontier Center LLC

C. ADDRESS OF
   LANDLORD: 90 Airpark Drive, Suite 301
               Rochester, New York 14623

D. TENANT: Far(m)ed New York, LLC

E. ADDRESS OF
   TENANT: 3095 Harlem Road
            Cheektowaga, New York 14225

F. PERMITTED USE: Medical Marijuana Dispensary (see Section 2.03).

G. TENANT'S TRADE
   NAME: Far(m)ed New York

H. BUILDING: The building and underlying real property at 2199 E.
              Henrietta Road, (“Building”), situated in the Town of
              Henrietta, County of Monroe and State of New York.

I. PREMISES: That portion of the Building consisting of approximately
              4,778 +/- square feet as more particularly depicted on the
              Floor Plan attached as Exhibit "A".

J. COMMENCEMENT
   DATE: The Commencement Date shall be no later than thirty (30)
          days after the later to occur of: (i) the date Landlord shall
          deliver the Premises in the condition required hereunder; or
          (ii) the date that Tenant has obtained final approval as a
          Registered Organization under the State of New York
          Medical Marijuana Program and any and all related laws and
          regulations and final municipal approval of the Premises for
          the operation of a dispensary of medical marijuana including
          the approval of any signage desired by Tenant relating to
          such use (“Final Approval”) provided, however, that so long
          as Landlord shall have delivered the Premises in the
condition required hereunder, the Commencement Date shall be no later than September 15, 2015. Notwithstanding such Commencement Date, Tenant shall be entitled to terminate this Lease if Tenant is unable to obtain Final Approval on or before January 15, 2016 provided, however, that in the event Tenant shall terminate this Lease by reason that Tenant has not received Final Approval on or before January 15, 2016, any Rent paid by Tenant shall not be refunded or returned to Tenant. Provided the Premises shall be in the condition required herein and Landlord is prepared to deliver the Premises to Tenant, Landlord shall be entitled to terminate this Lease as of September 15, 2015 if Tenant has not commenced the payment of Rent, or within twenty (20) days of the execution of this Lease if it is determined by Landlord that Tenant’s Permitted Use is in contravention of the lease terms of other Building tenants.

K. LEASE TERM:

The Lease Term shall be five (5) years, with rent commencing on the Commencement Date. Provided Tenant is not in default hereunder, Tenant may elect upon at least ninety (90) days prior written notice to Landlord to extend the Lease Term for three (3) successive additional periods of three (3) years. Tenant shall have the right to terminate this Lease at the end of the third Lease year, but not after the third Lease year or during any renewal period, except as provided below, by written notice to the Landlord delivered not later than ninety (90) days prior to the end of the third Lease year. In the event that Tenant elects to terminate this Lease at the end of third Lease year, Tenant shall reimburse Landlord $8,000.00 for the unamortized portion of Landlord’s allowance cost, as contemplated in Section 2.01 herein. After the third Lease year, including during any renewal period, Tenant may terminate this lease upon at least ninety (90) days prior written notice to Landlord, for a termination fee equal to six (6) months of Fixed Minimum Rent in effect during the Lease year the notice of termination is given.

L. FIXED MINIMUM RENT (Section 3.01):

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<th>Year</th>
<th>Annual Rent</th>
<th>Monthly Installment</th>
</tr>
</thead>
<tbody>
<tr>
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<tr>
<td>6-8</td>
<td>$63,069.60</td>
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<td>9-11</td>
<td>$69,376.56</td>
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<tr>
<td>12-14</td>
<td>$76,314.22</td>
<td>$6,359.52</td>
</tr>
</tbody>
</table>
M. OPERATING COSTS: Tenant shall pay its proportionate share (Section 4.01).

N. REAL ESTATE TAXES: Tenant shall pay its proportionate share (Section 4.02).

O. INSURANCE: Tenant shall pay its proportionate share (Section 4.03).

Section 1.02 - Significance of a Basic Lease Provision. Each reference in this "Lease" to any of the Basic Lease Provisions contained in Section 1.01 of this Article shall be deemed and construed to incorporate all of the terms thereof. The Basic Lease Provisions shall be construed in connection with and limited by any such reference.

Section 1.03 - Enumeration of Exhibits. The exhibits enumerated in this Section and attached to this Lease are incorporated in this Lease by this reference and are to be construed as a part of this Lease.

Exhibit “A” - Premises

Exhibit “B” - Tenant Sign Criteria

ARTICLE II
DEMISE OF PREMISES AND QUIET ENJOYMENT

Section 2.01 - Landlord owns the Building. In consideration of the rents, covenants and agreements reserved and contained in this Lease, Landlord hereby leases and demises the Premises to Tenant and Tenant rents same, in order that Tenant shall continuously operate its business operations thereon in accordance with its Permitted Use, subject only to the terms and conditions herein contained and all liens, encumbrances, easements, restrictions, zoning laws, and governmental or other regulations affecting the Building. The location of the Premises is outlined on the Floor Plan attached hereto as Exhibit “A”.

Following Final Approval and the Commencement Date, Landlord shall provide to Tenant an allowance in the amount of $20,000.00 to construct and install improvements necessary for Tenant’s Permitted Use of the Premises and for no other purpose. Tenant shall be permitted to use Tenant’s contractors for completion of the Tenant improvements. The allowance is to be paid to Tenant or Tenant’s contractors upon presentation of invoices for the work. Provided Tenant is not in default, Landlord shall provide Tenant a credit of any unused portion of Landlord’s allowance against Fixed Minimum Rent. If this Lease is terminated by Tenant at the end of the third Lease year, pursuant to Section 1.01 herein, Tenant shall reimburse Landlord $8,000.00 for the unamortized portion of Landlord’s allowance cost. Landlord shall repair or replace the roof such that the same shall be in good condition and free of leaks for the duration of the Lease. All mechanicals and building systems (HVAC, electric and plumbing) shall be placed in good working condition by the Landlord at the time of delivery. Landlord shall not demolish or remove any portion of the Premises. Tenant shall have the right to do other and further remodeling and to make such alterations or additions at any time during its Lease Term as shall be consistent with the statutes, codes, rules or regulations relating to the dispensing of medical marijuana, together with other remodeling, alterations or additions with prior written approval of the Landlord, which shall not be unreasonably withheld.
The Premises shall include only the appurtenances specifically granted in this Lease with Landlord specifically excepting and reserving for itself, the roof, the air space above the roof, the space below the floor, the exterior portions of the Premises not immediately adjacent to the Premises, and the right to install, maintain, use, repair and replace pipes, ductwork, conduits, utility lines, and wires in the Premises. Landlord agrees that where possible all work in the Premises shall be performed in a manner which shall not unreasonably interfere with the normal business operations of Tenant.

As material inducement for Tenant to enter into this Lease, Landlord and its respective successors and/or assigns, agree not to convey, assign, license, sell or lease any portion of the Building or any other property on the same street or avenue and within a 1,000 feet of the Premises, whether now owned or hereafter acquired by Landlord, without first prohibiting the use of such property to be conveyed, assigned, licensed, sold or leased for the operation of a school, day care facility, church, synagogue or other place of worship (the “Restriction”). The Restriction shall apply only as long as all of the following conditions exist: (i) Tenant is occupying the Premises and operating as a medical marijuana dispensary and (ii) Tenant is not in default of a material term of this Lease beyond all applicable periods of notice and cure.

Section 2.02 - Use of Common Areas. The use and occupation by the Tenant of the Premises shall include the right to use in common with others entitled thereto the Common Area, as may be designated from time to time by the Landlord, subject however to the terms and conditions of this Lease and to rules and regulations for the use thereof as prescribed from time to time by the Landlord. The term "Common Areas" as used in this Lease shall mean all facilities furnished in the Building and designated by Landlord for the general use, in common with occupants of the Building, including Tenant thereunder, its officers, agents, employees, and customers, which facilities may include, but are not limited to, the parking areas, streets, passenger vehicle roadways, sidewalks, walkways, service areas, roadways, loading platforms, drainage and plumbing systems roof, canopies, ramps, landscaped areas and other similar facilities available for common use which may from time to time exist. Tenant must maintain the sidewalks immediately adjacent to the Premises.

Section 2.03 - Use and Compliance with Law. Tenant may use the Premises for the purposes of operating its business as a dispensary of medical marijuana under the approval of the State of New York and for such other purposes as are ancillary, incidental or related to the foregoing use (such use, together with any other use permitted by law and not prohibited by any lease to which Landlord is a party, being collectively the “Permitted Use”). Tenant, at its sole expense shall comply with all laws, orders and regulations of state and municipal authorities, and with any direction of any state or local public officer, pursuant to law, which shall impose any duty upon Landlord or Tenant with respect to the Premises caused by its particular use, including but not limited to approval of Tenant as Registered Organization under the State of New York Medical Marijuana Program, Tenant’s compliance with the New York State Compassionate Care Act and all other state and local laws and regulations relating to Tenant’s use of the Premises as a medical marijuana dispensary. Tenant shall apply for and diligently pursue all necessary approvals for Tenant’s Permitted Use of the Premises. Tenant shall not use the Premises or permit their use for any dangerous, noxious, or offensive trade or business, nor cause or maintain any nuisance upon the Premises and shall comply with federal, state and local environmental laws and regulations. Tenant
shall give Landlord immediate notice of any environmental “accident” or failure of Tenant to comply with any environmental law or regulation.

Section 2.04 - Possession. Provided Landlord shall have delivered the Premises in the condition required under Section 2.01, Landlord and Tenant hereby agree that Tenant's taking possession of the Premises shall be deemed conclusive evidence of Tenant's acceptance of the Premises in satisfactory condition and in full compliance with all covenants and obligations of Landlord in connection therewith. Tenant hereby acknowledges that except as provided herein, no promises to decorate, alter, repair, or improve the Premises, either before or after the execution hereof, have been made by Landlord or its authorized representatives. Nothing herein shall excuse Landlord from the obligation to deliver the Premises in the condition required under Section 2.01 and such obligation shall continue until such time as Tenant shall have had a reasonable opportunity to confirm such condition, including the proper operation of the HVAC system in warm or cold weather.

Section 2.05 - Quiet Enjoyment. Landlord covenants that Tenant, upon paying all sums due from Tenant to Landlord hereunder ("Rent") and performing and observing all of Tenant's obligations under this Lease, shall peacefully and quietly have, hold and enjoy the Premises and the appurtenances throughout the Lease Term without interference by Landlord, subject, nevertheless, to the other terms and provisions of this Lease. Tenant understands that during the Lease Term construction may occur at the Building and that Landlord will make every effort to minimize disruption to Tenant. No new construction will materially disrupt or visually interfere with the existing structure.

Section 2.06 - Excuse of Landlord's Performance. Landlord shall not be deemed in default with respect to the performance of any of the terms, covenants and conditions of this Lease if same shall be due to any strike, lockout, civil commotion, war-like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain any material, service or financing, through Act of God or other cause beyond the control of the Landlord.

ARTICLE III
RENT

Section 3.01 – Fixed Minimum Rent. During the entire Lease Term, Tenant covenants and agrees to pay to Landlord, in lawful money of the United States, without any prior demand and without any reduction or setoff whatsoever, the Fixed Minimum Rent as provided in Section 1.01. The payment of Fixed Minimum Rent by Tenant to Landlord shall be made in advance on the first day of each calendar month during the Lease Term hereof, except that the first monthly installment shall be paid prior to the Commencement Date. Fixed Minimum Rent for any partial calendar month during the Lease Term shall be prorated on a per diem basis.

Section 3.02 - Additional Rent. In addition to Fixed Minimum Rent, all other payments, including but not limited to Operating Costs and Charges for Taxes, to be made by Tenant, shall be deemed to be and shall become "Additional Rent" hereunder whether or not the same be designated as such; and shall be due and payable within thirty (30) days from written notice; and Landlord shall have the same remedies for failure to pay same as for a non-payment of Fixed Minimum Rent.
(Fixed Minimum Rent and Additional Rent are hereinafter sometimes collectively referred to as "Rent"). If Tenant shall fail to make any payment of Rent when due as required under the applicable provisions of this Lease, Tenant shall pay a late charge in accordance with Section 3.03 hereof.

Section 3.03 - Past Due Rent and Late Charges. If Tenant shall fail to pay within five (5) days from the date when the same is due and payable, any Rent or any Additional Rent, Tenant shall pay a late charge of five (5%) percent. If such amounts remain unpaid after the month in which the additional rent becomes due, such unpaid amounts shall also bear interest from said date to the date of payment at the rate which is lesser of eighteen (18%) percent per annum or the maximum interest rate permitted by law.

ARTICLE IV
COMMON AREAS AND OPERATING COSTS

Section 4.01 - Operating Costs. Landlord will keep the service area in repair. Tenant shall pay to Landlord its pro rata share of all of the Operating Costs. The term “Operating Costs” as used herein shall mean the costs and expenses incurred by Landlord, whether such maintenance is required under this Lease or provided by Landlord due to Tenant’s deficiency, for the routine maintenance, repair and operation of the Building, Premises and Common Areas and properly chargeable against income in any lease year in accordance with generally accepted accounting principles consistently applied (“GAAP”) including, but not limited to the following: (1) landscaping, lawn maintenance, service area maintenance, and snow and ice removal; (2) all services, utilities, supplies or other expenses for operating the Common Areas, if any; and (3) the costs of any repairs to the Premises or Common Areas; provided, however, it is understood that Tenant is responsible for hand shoveling, salting and all maintenance of the sidewalk adjacent to the Premises.

Section 4.02 – Real Estate Taxes. Tenant shall pay as Additional Rent its pro rata share of any real estate taxes and embellishments and sewer charges assessed against the Building during the Lease term.

Section 4.03 – Insurance. Tenant shall pay as Additional Rent its pro rata share of the cost of Landlord’s insurance attributable to the Building for fire and extended coverage, liability and loss of rents during the Lease Term.

Section 4.04 – Payment Terms. Landlord shall bill Tenant for the amounts set forth in 4.01, 4.02 and 4.03 when the amounts are finally determined and Tenant shall pay such amounts as Additional Rent pursuant to Section 3.02. Said amounts shall be prorated to reflect Tenant’s actual Lease Term. At Landlord’s option, Landlord may estimate Tenant’s share of Additional Rent (Taxes, Insurance and Operating Costs) and the same shall be payable monthly during each 12 month period of the Lease term on the same day the Fixed Minimum Rent is due. Within one hundred twenty (120) days of the end of each calendar year, Landlord shall deliver to Tenant a statement showing Tenant’s share of Additional Rent incurred during the preceding year. If Tenant’s payments exceed its proportionate share, the amount shall be credited to the next year’s
Additional Rent payments, or if the payments were less than the proportionate share, Tenant shall pay said deficiency within ten (10) days after receipt of the statement.

ARTICLE V
UTILITIES

Tenant shall make application for, obtain, pay for, and be solely responsible for all utilities required, used or consumed in the Premises, including, but not limited to gas, water (including water for domestic uses and for fire protection), telephone, electricity, sewer service, garbage collection services, HVAC maintenance services, or any similar services (herein sometimes collectively referred to as the "Utility Services"). In the event that any charge for any utility supplied to the Premises is not paid by Tenant to the utility supplier when due, then Landlord may, but shall not be required to, pay such charge for and on behalf of Tenant, with any such amount paid by Landlord being repaid by Tenant to Landlord, as Additional Rent, promptly upon demand. Additionally, if Landlord shall elect to supply any of the Utility Services, then Tenant shall pay to Landlord the cost of its utility consumption, along with the cost of installing separate metering devices, if necessary. Landlord agrees that the cost to Tenant of any Landlord-provided utility service shall not exceed the amount Tenant would have had to pay had it independently obtained said utility service from the local utility supplier. Landlord and Tenant hereby agree that Landlord shall not be liable for any interruptions or curtailment in utility services due to causes beyond its control or due to Landlord's alteration, repair or improvement of the Premises or the Building.

ARTICLE VI
INSTALLATION, MAINTENANCE, OPERATION AND REPAIR

Section 6.01 - Tenant Installation. Tenant shall, at Tenant's sole expense, except for Tenant's allowance under Section 2.01 herein, install all trade fixtures and equipment required to operate its business (all of which shall be of first-class quality and workmanship). All trade fixtures, signs, or other personal property installed in the Premises by Tenant shall remain the property of Tenant and may be removed at any time provided that Tenant is not in default hereunder and provided the removal thereof does not cause, contribute to, or result in Tenant's default hereunder; and further provided that Tenant shall at Tenant's sole expense promptly repair any damage to the Premises and/or the Building resulting from the removal of personal property and shall replace same with personal property of like or better quality. The term "trade fixtures" as used herein shall not include carpeting, floor coverings, attached shelving, lighting fixtures other than free-standing lamps, wall coverings, or similar Tenant improvements, which shall become the property of Landlord upon surrender of the Premises by Tenant for whatever reason.

Section 6.02 - Maintenance By Tenant. Except as provided in Section 6.06 hereof, Tenant shall, at Tenant's expense, at all times keep the Premises (interior and exterior) and appurtenances thereto in good order, condition, and repair, clean, sanitary, and safe, including the replacement of equipment, fixtures, and all broken glass (with glass of the same size and quality) and shall, in a manner satisfactory to Landlord, decorate and paint the Premises when necessary to maintain at all times a clean and sightly appearance. In the event Tenant fails to perform any of its obligations as required hereunder, Landlord may, but shall not be required to, perform and satisfy same with Tenant hereby agreeing to reimburse Landlord, as Additional Rent, for the cost thereof promptly upon demand. Tenant shall make any and all additions, improvements,
alterations, and repairs to or on the Premises, other than those required for the structural repair and maintenance of the roof, foundation, or exterior walls, which may at any time during the Lease Term be required or recommended by any lawful authorities, insurance underwriters, Inspection Rating Bureaus, or insurance inspectors designated by Landlord. Landlord may, but shall not be obligated to, deal directly with any authorities respecting their requirements for additions, improvements, alterations, or repairs.

Tenant is responsible for repair and maintenance of its HVAC unit and is required to maintain, at its cost, an annual maintenance contract with a Landlord authorized service contractor for the heating, ventilation and air conditioning equipment with quarterly cleanings and proper maintenance being performed to assure continued proper functionality.

Section 6.03 - Signs, Awnings and Canopies. Subject to Tenant securing all municipal approvals, Tenant may erect such signs after the Commencement Date as shall be permitted, required or necessary to comply with the statutes, rules, codes and regulations relating to the use of the Premises as a dispensary of medical marijuana. Tenant will maintain, repair, and replace the sign as required by Landlord during this Lease and subject to the “Tenant Sign Criteria” attached hereto as Exhibit “B” and made a part hereof.

Section 6.04 - Tenant Shall Discharge All Liens. Tenant will not create or permit to be created or to remain, and will discharge, any lien (including, but not limited to, the liens of mechanics, laborers or materialmen for work or materials alleged to be done or furnished in connection with the Premises), encumbrance or other charge upon the Premises or any part thereof, upon Tenant's leasehold interest therein, provided, that Tenant shall not be required to discharge any such liens, encumbrances or charges as may be placed upon the Premises by the act of Landlord.

Tenant shall have the right to contest, in good faith and by appropriate legal proceedings, the validity or amount of any mechanics', laborers' or materialmen's lien or claimed lien. In the event of such contest, Tenant shall give to Landlord reasonable security as may be requested by Landlord to insure payment thereof and to prevent any sale, foreclosure or forfeiture of the Premises or any part thereof by reason of such non-payment. On final determination of such lien or such claim for lien, Tenant will immediately pay any judgment rendered, with all proper costs and charges, and shall have such lien released or judgment satisfied at Tenant's expense, and upon such payment and release of satisfaction, Landlord will promptly return to Tenant such security as Landlord shall have received in connection with such contest. Landlord reserves the right to enter the Premises to post and keep posted notices of non-responsibility for any such lien. Tenant will pay, protect and indemnify Landlord within ten (10) business days after demand therefor, from and against all liabilities, losses, claims, damages, costs and expenses, including reasonable attorney's fees, incurred by Landlord by reason of the filing of any lien and/or the removal of the same.

Section 6.05 - Surrender of Premises. At the termination of this Lease, Tenant shall surrender the Premises in the same condition (subject to the removals hereinafter required) as the Premises were on the date the Tenant opened the Premises for business to the public, reasonable wear and tear and loss due to casualty excepted, and shall surrender all keys for the Premises to Landlord at the place then fixed for the payment of rent and shall inform Landlord of all
combinations on locks, safes and vaults, if any, in the Premises. Tenant shall remove all its trade fixtures, and, to the extent required by Landlord by written notice, any other installation, alterations or improvements before surrendering the Premises as aforesaid and shall repair any damage to the Premises caused thereby. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the Lease Term.

Section 6.06 - Maintenance by Landlord. Landlord shall keep the exterior supporting walls, the foundations, roof, and spouting of the Premises in reasonable repair and free of leaks, provided that Tenant shall promptly give Landlord written notice of the necessity for such repairs and provided that the damage thereto shall not have been caused by negligence of Tenant, its concessionaires, officers, agents, employees, licensees, or invitees, in which event Tenant shall be responsible therefor. Landlord shall have no obligation to repair, maintain, alter, or perform any other acts with reference to the Premises or any part thereof, or any plumbing, heating, ventilating, electrical, air conditioning, or other mechanical installations therein except for structural matters.

ARTICLE VII
OPERATING RULES, REGULATIONS, SURRENDER

Section 7.01 - Rules and Regulations. Tenant agrees to comply with and observe the following rules and regulations:

1) All loading and unloading of goods shall be done only at such times, in the areas, and through the entrances designated for such purposes by Landlord, which shall be reasonable to industry standards.

2) The delivery or shipping of merchandise, supplies and fixtures to and from the Premises shall be subject to such rules and regulations as in the judgment of Landlord are necessary for the proper operation of the Premises or Building.

3) No aerial or other device shall be erected on the roof or exterior walls of the Premises or on the grounds, without in each instance, the written consent of Landlord. Any aerial so installed without such written consent shall be subject to removal without notice at any time. The purpose of this clause is to prevent any structural damage to the Building and not to limit Tenant's advertising and promotion.

4) No loud speakers, televisions, phonographs, radios, or other devices shall be used in a manner so as to be heard or seen outside of the Premises so as to cause annoyance or disruption to other tenants.

5) Tenant shall keep the Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.

6) The exterior areas immediately adjoining the Premises, but not including the parking areas, shall be kept clean and free from snow, ice, dirt and rubbish by Tenant to the satisfaction of Landlord, and Tenant shall not place or permit any obstructions or merchandise in such areas.
(7) Tenant and Tenant's employees shall park their cars only in those parking areas designated for that purpose by Landlord.

(8) The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant who shall, or whose employees, agents or invitees shall have caused it.

(9) Tenant shall use at Tenant's cost such pest extermination contractor as Landlord may approve and at such intervals as Landlord may require caused by Tenant.

(10) Tenant shall not make noises, cause disturbances, or create odors which may be offensive to other tenants of the Building or their officers, employees, agents, servants, customers or invitees.

(11) Tenant shall not commit or suffer to be committed any waste upon the Premises or any nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant in the building in which the Premises may be located, or in the Building, or which may disturb the quiet enjoyment of any person within five hundred feet of the boundaries of the Building.

(12) Tenant shall, at Tenant's sole cost and expense, comply with all of the requirements of all county, municipal, and state governmental authorities, now in force or which may hereafter be in force, pertaining to the Premises, and shall faithfully observe in the use of the Premises all municipal and county ordinances and state statutes now in force or which may hereafter be in force and all regulations, orders and other requirements issued or made pursuant to any such ordinances and statutes. Tenant agrees to comply with and observe the rules and regulations set forth above. Tenant's failure to keep and observe said rules and regulations shall constitute a breach of the terms of this Lease in the manner as if the same were contained herein as covenants. Landlord reserves the right from time to time to amend or supplement said rules and regulations and to adopt additional rules and regulations applicable to the Premises and the Building.

(13) Tenant shall jointly maintain and pay for the dumpster in the service area with the Building's other tenants.

ARTICLE VIII
INSURANCE

Section 8.01 - Tenant's Coverage. Tenant shall maintain at its sole expense during the term hereof, public liability insurance covering the Premises in an amount of $1,000,000.00 for injury or death to any one person and $2,000,000.00 for injury and/or death to any number of persons in any one accident and property damage insurance in an amount of $2,000,000.00 in companies satisfactory to Landlord in the joint names of Landlord and Tenant. Tenant shall also keep in force fire and extended coverage insurance for the full replacement value of Tenant's improvements and Tenant's property, including, but not limited to, inventory, trade fixtures,
furnishings and other personal property. Tenant will cause such insurance policies to name Landlord as an additional insured and to be written so as to provide that the insurer waives all right of recovery by way of subrogation against Landlord in connection with any loss or damage covered by the policy. In addition, Tenant shall keep in force workman's compensation or similar insurance to the extent required by law. Tenant shall deliver said policies or certificates thereof to Landlord within ten (10) days of the commencement of the Lease Term. Should Tenant fail to obtain and maintain the insurance called for herein, Landlord may, at its sole option, procure said insurance and pay the requisite premiums, in which event, Tenant shall pay all sums so expended to Landlord, as Additional Rent following invoice. Each insurer under the policies required hereunder shall agree by endorsement on the policy issued by it or by independent instrument furnished to Landlord that it will give Landlord fifteen (15) days prior written notice before the policy or policies in question shall be altered or cancelled.

Section 8.02 - Increase in Fire Insurance Premium. Tenant shall not keep, use, sell or offer for sale in or upon the Premises any article which may be prohibited by the standard form of fire insurance policy. Tenant agrees to pay any increase in premiums for fire and extended coverage insurance that may be charged during the Lease Term on the amount of such insurance which may be carried by Landlord on the Premises or the Building, resulting from the type of merchandise sold by Tenant in the Premises, whether or not Landlord has consented to the same. In determining whether increased premiums are the result of Tenant's Permitted Use of the Premises, a schedule, issued by the organization making the insurance rate on the Premises, showing the various components of such rate, shall be conclusive evidence of the severally items and charges which make up the fire insurance rate on the Premises.

In the event Tenant's occupancy causes any increase of premium for the fire, and/or casualty rates on the Premises, Tenant shall pay the additional premium on the fire and/or casualty insurance policies by reason thereof. The Tenant also shall pay, in such event, any additional premium on the rent insurance policy that may be carried by the Landlord for its protection against rent loss through fire. Bills for such additional premiums shall be rendered by Landlord to Tenant at such times as Landlord 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.

Section 8.03 - Indemnification. Tenant hereby agrees to indemnify and hold Landlord harmless from any and all claims, damages, liabilities or expenses arising as a result of (a) Tenant's use of the Premises or the Building, (b) any and all claims arising from any breach or default in the performance of any obligation of Tenant, (c) any act, omission or negligence of Tenant, its agents or employees. Tenant further releases Landlord from liability for any damages sustained by Tenant or any other person claiming by, through or under Tenant due to the Premises, the Building, or any part thereof or any appurtenances thereto becoming out of any repair required to be made by Tenant, or due to damage caused by water, snow, windstorm, tornado, gas, steam, electrical wiring, sprinkler system, plumbing, heating and air conditioning apparatus and from any acts or omissions of co-tenants or other occupants of the Building. Landlord shall not be liable for any damage to or loss of Tenant's personal property, inventory, fixtures or improvements, from any cause whatsoever except the affirmative acts of proven negligence of Landlord, and then only to the extent not covered by insurance to be obtained by Tenant in accordance with this Section. Landlord hereby agrees to indemnify and hold Tenant
harmless from any and all claims, dangers, liabilities or expenses arising out of (a) any and all claims arising from any breach or default in the performance of any obligation of Landlord or (b) any act, omission or negligence of Landlord, its agents or employees.

ARTICLE IX
FIRE AND CONDEMNATION

Section 9.01 – Fire, Explosion or Other Casualty. In the event the Premises are damaged by fire, explosion or any other casualty to an extent which is less than fifty (50) percent of the cost of replacement of the Premises, the damage, except as provided in Section 9.02, shall promptly be repaired by Landlord at Landlord's expense, provided that Landlord shall not be obligated to expend for such repair an amount in excess of the insurance proceeds recovered or recoverable as a result of such damage and that in no event shall Landlord be required to repair or replace Tenant's stock in trade, fixtures, furniture, furnishings, floor coverings and equipment. In the event of any such damage and (a) Landlord is not required to repair as hereinabove provided, or (b) the Premises shall be damaged to the extent of fifty (50) percent or more of the cost of replacement, or (c) the Building is damaged to the extent of twenty-five (25%) percent or more of the cost of replacement, Landlord may elect either to repair or rebuild the Premises or the Building or to terminate this Lease upon giving notice of such election in writing to Tenant within ninety (90) days after the occurrence of the event causing the damage. If the casualty, repairing, or rebuilding shall render the Premises untenanted, in whole or in part, and the damage shall not have been due to the default or neglect of Tenant, it’s guests or invitees, a proportionate abatement of the Fixed Minimum Rent shall be allowed from the date when the damage occurred until the date Landlord completes its work, said proportion to be computed on the basis of the relation which the gross square foot area of the space rendered unrentable bears to the floor area of the Premises.

Section 9.02 - Landlord's and Tenant's Work. The provisions of this Article IX with respect to repair by Landlord shall be limited to such repair as is necessary to place the Premises in the same condition as when possession was delivered by Landlord.

Section 9.03 - Condemnation. If the whole of the Premises, or so much thereof as to render the balance unusable by Tenant, shall be taken under power of eminent domain, or otherwise transferred in lieu thereof, or if any part of the Building is taken and its continued operation is not in Landlord's sole opinion, economical, this Lease shall automatically terminate as of the date possession is taken by the condemning authority. No award for any total or partial taking shall be apportioned, and Tenant hereby unconditionally assigns to Landlord any award which may be made in such taking or condemnation. In the event of a partial taking which does not result in the termination of this Lease, Fixed Minimum Rent shall be apportioned according to the part of the Premises remaining usable by Tenant.

Section 9.04 - Condemnation Award. All compensation awarded or paid for any taking or acquiring under the power or threat of eminent domain, whether for the whole or a part of the Premises or Building, shall be the property of Landlord, whether such damages shall be awarded as compensation for diminution in the value of the leasehold or to the fee of the Premises or otherwise, and Tenant hereby assigns to Landlord all of the Tenant's right, title and interest in and to any and all such compensation; provided, however, that Landlord shall not be entitled to any
award specifically made to Tenant for the taking of Tenant's trade fixtures, furniture or leasehold improvements to the extent of the cost to Tenant of said improvements (exclusive of Landlord's contribution), less depreciation computed from the date of said improvements to the expiration of the original term of this Lease.

ARTICLE X
DEFAULT AND REMEDIES

Section 10.01 - Events of Default. In the event that Tenant (a) fails to pay all or any portion of any sum due from Tenant hereunder or pursuant to any exhibit hereto within thirty (30) days following notice; (b) fails to cease all conduct prohibited hereby immediately upon receipt of written notice from Landlord; (c) fails to take actions in accordance with the provisions of written notice from Landlord to remedy Tenant's failure to perform any of the terms, covenants and conditions hereof; (d) fails to conduct business in the Premises as herein required; (e) commits an act in violation of this Lease which Landlord has previously notified Tenant to cease more than once in any year; (f) becomes bankrupt, insolvent or files any debtor proceeding, takes or has taken against Tenant any petition of bankruptcy; takes action or has action taken against Tenant for the appointment of a receiver for all or a portion of Tenant's assets, files a petition for a corporate reorganization; makes an assignment for the benefit of creditors, or if in any other manner Tenant's interest hereunder shall pass to another by operation of law (any or all of the occurrences in this said Section 10.01 shall be deemed a default on account of bankruptcy for the purposes hereof and such default on account of bankruptcy shall apply to and include any Guarantor of this Lease); (g) commits waste to the Premises; or (h) is otherwise in breach of Tenant's obligations hereunder and shall not have cured same within thirty (30) days following written notice from Landlord; then Tenant shall be in default hereunder and Landlord may, at its option and without further notice to Tenant, terminate Tenant's right to possession and proceed by Summary Proceeding or otherwise to have Tenant removed from the Premises. Notwithstanding such legal re-entry by Landlord, Tenant hereby indemnifies and holds Landlord harmless from any and all loss or damage which Tenant may incur by reason of the termination of this Lease and/or Tenant's right to possession hereunder. In no event shall Landlord's termination of this Lease and/or Tenant's right to possession of the Premises abrogate Tenant's agreement to pay rent and additional charges due hereunder for the full term hereof.

Section 10.02 - Rights and Remedies. The various rights and remedies herein granted to Landlord shall be cumulative and in addition to any others Landlord may be entitled to by law or in equity, and the exercise of one or more rights or remedies shall not impair Landlord's right to exercise any other right or remedy. In all events, Landlord shall have the right upon notice to Tenant to cure any breach by Tenant at Tenant's sole cost and expense, and Tenant shall reimburse Landlord for such expense upon demand. 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 thirty (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 sixty (60) days before expiration of the Lease.
Section 10.03 - Bankruptcy. If Landlord shall not be permitted to terminate this Lease as hereinabove provided because of the provisions of Title 11 of the United States Code relating to Bankruptcy, as amended ("Bankruptcy Code"), then Tenant as a debtor in possession or any trustee for Tenant agrees promptly, within no more than fifteen (15) days upon request by Landlord to the Bankruptcy Court, to assume or reject this Lease and Tenant on behalf of itself, and any trustee agrees not to seek or request any extension or adjournment of any application to assume or reject this Lease by Landlord with such Court. In such event, Tenant or any trustee for Tenant may only assume this Lease if (A) it cures or provides adequate assurance that the trustees will promptly cure any default hereunder, (B) compensates or provides adequate assurance that Tenant will promptly compensate Landlord for any actual pecuniary loss to Landlord resulting from Tenant's defaults, and (C) provides adequate assurance of performance during the fully stated term hereof of all of the terms, covenants, and provisions of this Lease to be performed by Tenant. In no event after the assumption of this Lease shall any then-existing default remain uncured for a period in excess of the earlier of ten (10) days or the time period set forth herein. Adequate assurance of performance of this Lease as set forth hereinabove shall include, without limitation, adequate assurance (1) of the source of rent reserved hereunder, and (2) the assumption of this Lease will not breach any provision hereunder. In the event of a filing of a petition under the Bankruptcy Code, Landlord shall have no obligation to provide Tenant with any services or utilities as herein required, unless Tenant shall have paid and be current in all payments of Operating Costs, utilities or other charges therefor.

ARTICLE XI
TRANSFERS, ASSIGNMENT AND SUBLETTING

Tenant shall not without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed, either voluntarily or by operation of law, sell, assign, hypothecate or otherwise transfer this Lease, or sublet the Premises or any part thereof (all of the foregoing collectively referred to as a "Transfer"), since it is understood by the parties hereto that Tenant has a license to use the Premises and that no estate in land capable of being transferred by Tenant has been granted to Tenant under this Lease. Landlord and Tenant acknowledge and agree that the foregoing restriction on Transfers has been freely negotiated by the parties hereto and that Landlord would not have entered into this Lease without Tenant's consent to the terms of this Article XI. Any attempted Transfer shall be void ab initio and Tenant shall remain primarily liable on this Lease and shall not be released from performing any of the terms, covenants and conditions of this Lease. The acceptance by Landlord of payments of Rent or Additional Rent following any Transfer prohibited by this Section shall not be deemed to be a consent by Landlord to any such assignment or other transfer, nor shall the same be deemed to be a waiver of any right or remedy of Landlord hereunder. Notwithstanding anything herein to the contrary, Tenant shall have the right to assign or sublease this Lease to an Affiliate upon reasonable notice to Landlord and without Landlord’s prior consent. For the purposes of this XI, the term “Affiliate” shall mean any entity which controls or is controlled by or under common control with Tenant, and the term “control” shall mean, in the case of a corporation, ownership or voting control, directly or indirectly, of at least fifty (50%) percent of all the voting stock, and in case of a joint venture, limited liability company, partnership or similar entity, ownership, directly or indirectly, of at least fifty (50%) percent of all the general or other partnership, membership (or similar) interests therein.
ARTICLE XII
RIGHT OF ENTRY

Subject to such limitations as shall be imposed by statute, code, rule or regulation relating to the use of the Premises for the dispensing of medical marijuana, Landlord or Landlord's agents shall have the right to enter the Premises at all times upon prior notice to Tenant to examine the same, and to show them to prospective purchasers or tenants of the Building or Building, and to make such repairs, alterations, improvements or additions as Landlord may deem necessary or desirable, and Landlord shall be allowed to take all material into and upon the Premises that may be required therefor without the same constituting an eviction of Tenant in whole or in part and the rent reserved shall in no way abate while said repairs, alterations, improvements, or additions are being made, by reason of loss or interruption of business of Tenant, or otherwise. During the three months prior to the expiration of the Lease Term or any renewal term, Landlord upon prior notice to Tenant may exhibit the Premises to prospective tenants or purchasers, and place upon the Premises the usual notices "To Let" or "For Sale" which notices Tenant shall permit to remain thereon without molestation. Entry shall be during non-peak hours of operation of the business. Notwithstanding anything above to the contrary, Landlord's rights of entry shall in no case extend to vaults or other secured portions of the Demised Premises where money, medical marijuana and related items, securities or other valuables, confidential documents, high security telecommunication servers or similar high security equipment are kept except in accordance with Tenant's security procedures. Tenant may, from time to time and upon reasonable advance notice to Landlord, designate certain areas of the Premises that Landlord shall be prohibited from entering, except in the case of an emergency, and then only if accompanied by an authorized Tenant representative.

ARTICLE XIII
TENANT'S PROPERTY

Section 13.01 - Taxes. Tenant shall be responsible for and shall pay before delinquency all municipal, county or state taxes, levies and fees of every kind and nature including but not limited to general or special assessments assessed during the Lease Term against any personal property of any kind, owned by or placed in, upon or about the Premises by the Tenant and taxes assessed on the basis of Tenant's occupancy thereof including but not limited to taxes measured by Rents due from Tenant hereunder.

Section 13.02 - Notices by Tenant. Tenant shall give immediate telephone and/or electronic notice to Landlord in case of fire, casualty, or accidents in the Premises or in the building of which the Premises are a part or of defects therein or in any fixtures or equipment and shall promptly thereafter confirm such notice in writing.

ARTICLE XIV
SUCCESSION TO LANDLORD'S INTEREST

Section 14.01 - Attornment. Tenant shall attorn and be bound to any of Landlord's successors under all the terms, covenants and conditions of this Lease for the balance of the remaining term.
Section 14.02 - Subordination. This Lease shall be subordinate to the lien of any mortgage or security deed or the lien resulting from any other method of financing or refinancing now or hereafter in force against the Building, any portion thereof, or upon any buildings hereafter placed upon the land of which the Premises are a part, and to any and all advances to be made under such mortgages, and all renewals, modifications, extensions, consolidations and replacements thereof, provided, however, the foregoing condition is subject to Tenant receiving a subordination, non-disturbance and attornment agreement from the mortgagee in reasonable form providing that so long as Tenant shall not be in default of this Lease, Tenant's interest shall not be disturbed (the "Tenant SNDA"). The aforesaid provisions shall be self-operative and no further instrument of subordination shall be required to evidence such subordination. Tenant covenants and agrees to execute and deliver, upon receipt of the duly executed Tenant SNDA, such further instrument or instruments subordinating this Lease on the foregoing basis to the lien of any such mortgage or mortgages as shall be desired by Landlord and any mortgagees or proposed mortgagees.

Section 14.03 - Estoppel Certificate. Within ten (10) days after request therefor by Landlord, or in the event that upon any sale, assignment or hypothecation of the Premises and/or the land thereunder by Landlord an estoppel certificate shall be required from Tenant, Tenant agrees to deliver in recordable form, a certificate to any proposed mortgagee or purchaser, or to Landlord, 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), that there are no defenses or offsets thereto (or stating those claimed by Tenant) and the dates to which Fixed Minimum Rent and Additional Rent, and other charges have been paid.

ARTICLE XV
SURRENDER OF PREMISES

Section 15.01 - Surrender of Premises. At the expiration or earlier termination of this Lease, Tenant shall surrender the Premises to Landlord broom clean and in the same condition as when tendered by Landlord, reasonable wear and tear and insured casualty excepted. Tenant shall promptly repair any damage to the Premises caused by the removal of any furniture, trade fixtures or other personal property placed in the Premises.

Section 15.02 - Holding Over. Should Tenant, with Landlord's written consent, hold over at the end of the term, Tenant shall become a Tenant at will and any such holding over shall not constitute an extension of this Lease. During such holding over, Tenant shall pay rent and other charges at the highest monthly rate provided for herein. If Tenant holds over at the end of the term without Landlord's written consent, Tenant shall pay Landlord as liquidated damages, a sum equal to twice the rent to be paid by Tenant to Landlord for all the time Tenant shall so retain possession of the Premises; provided that the exercise of Landlord's rights under this clause shall not be interpreted as a grant of permission to Tenant to continue in possession.
ARTICLE XVI
MISCELLANEOUS

Section 16.01 - Waiver. The waiver by Landlord of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any proceeding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or conditions of this Lease shall be deemed to have been waived by Landlord, unless such waiver is in writing signed by Landlord.

Section 16.02 - Accord and Satisfaction. No payment by Tenant or receipt by Landlord 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 abatement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this Lease provided.

Section 16.03 - Entire Agreement. This Lease and the Exhibits and Guaranty, if any, attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

Section 16.04 - Force Majeure. In the event that Landlord shall be delayed or hindered in or prevented from doing or performing any act or thing required hereunder by reason of strikes, lock-outs, casualties, Acts of God, labor troubles, inability to procure materials, failure of power, governmental laws or regulations, riots, insurrection, war or other causes beyond the reasonable control of Landlord, then Landlord shall not be liable or responsible for any such delays and the doing or performing of such act or thing 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.

Section 16.05 - Notices. Any notice, demand, request or other instrument which may be or are required to be given under this Lease shall be delivered personally or sent by either United States certified mail postage prepaid or expedited mail service and shall be addressed (a) if to Landlord at the address provided in Section 1.01 for Landlord or at such other address as Landlord may designate by written notice and (b) if to Tenant at the address provided in Section 1.01 for Tenant or at such other address as Tenant shall designate by written notice. Notices shall be effective upon delivery unless delivery is refused or cannot be made in which event notice shall be effective on mailing.
Section 16.06 - Captions and Section Numbers. The captions, section numbers, article numbers, and index appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such section or articles of this Lease nor in any way affect this Lease.

Section 16.07 - Tenant Defined, Use of Pronoun. The word "Tenant" shall be deemed and taken to mean each and every person or party mentioned as a Tenant herein, and if there shall be more than one Tenant, any notice required or permitted by the terms of this Lease may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof. The use of the neuter singular pronoun to refer to Landlord or Tenant shall be deemed a proper reference even though Landlord or Tenant may be an individual, a corporation, or a group of two or more individuals or corporations. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one Landlord or Tenant and to either corporations, associations, partnerships, or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

Section 16.08 - Broker's Commission. Landlord agrees to pay a brokerage commission to Caliber Commercial Brokerage, LLC and Innovative Realty Services, Inc., in equal portions as co-brokers, for services provided in connection with this Lease in accordance with the terms of a separate commission agreement. This provision documents the agreement between Landlord and Tenant is not intended to create any third-party beneficiary rights for any broker or real estate agent.

Section 16.09 - Partial Invalidity. If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenants or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 16.10 - Execution of Lease. The submission of this Lease for examination does not constitute a reservation of or option for the Premises and this Lease becomes effective as a Lease only upon execution and delivery thereof by Landlord and Tenant. If Tenant is a corporation, Tenant shall furnish Landlord with such evidence as Landlord reasonably requires to evidence the binding effect on Tenant of the execution and delivery of this Lease.

Section 16.11- Recording. Tenant agrees not to record this Lease. However, Tenant and Landlord, upon request of either, agree to execute and deliver a memorandum or so-called "short form" of this Lease in recordable form for the purpose of recordation at Tenant's expense. Said memorandum or short form of this Lease shall describe the parties, the Premises and the Lease Term and shall incorporate this Lease by reference.

Section 16.12- Applicable Law. The Laws of the State of New York shall govern the validity, performance and enforcement of this Lease.
Section 16.13- Successors and Assigns. Except as otherwise provided herein, this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, executors, successors and assigns.

Section 16.14- Survival of Obligations. The provisions of this Lease with respect to any obligation of Tenant to pay any sum owing in order to perform any act after the expiration or other termination of this Lease shall survive the expiration or other termination of this Lease.

Section 16.15- Representations. Tenant acknowledges that neither Landlord nor Landlord's agents, employees or contractors have made any representations or promises with respect to the Premises, the Building or this Lease except as expressly set forth herein.

Section 16.16- Attorneys' Fees. If any Fixed Minimum Rent or Additional Rent is collected by or through an attorney or if Landlord requires the services of an attorney to cause Tenant to cure any default, to evict Tenant or to pursue any other remedies to which Landlord is entitled hereunder, Tenant shall pay the reasonable fees of such attorney together with all reasonable costs and expenses incurred by Landlord in connection with such matters, whether or not any legal proceedings have been commenced.

Section 16.16- Landlord's Liability. Landlord's liability hereunder shall be limited solely to Landlord's interest in the Building.

Section 16.17- Security Deposit. Concurrently with Tenant's execution of this Lease, Tenant shall deposit with Landlord a security deposit in the amount of $4,778.00 (hereinafter, “Security Deposit”), to secure Tenant’s full and faithful performance of all the obligations herein set forth. Landlord shall not be required to pay interest on the Security Deposit or to maintain the Security Deposit in a separate account. If any sum payable by Tenant to Landlord shall be due and unpaid, or if Landlord makes any payments on behalf of Tenant, or if Landlord suffers any loss, cost or expense as a result of Tenant’s non-performance of any obligation or covenant herein, then Landlord, at its option and without limiting any other remedy, may use and apply any part of the Security Deposit to compensate Landlord for the payments not made or the loss, cost or expense suffered by Landlord. Within three (3) days after written notice of Landlord's use of the Security Deposit, Tenant shall deposit with Landlord cash in an amount sufficient to restore the Security Deposit to its prior amount. Within approximately sixty (60) days after the later of (a) the expiration or earlier termination of the Lease Term, or (b) Tenant’s vacating the Premises, Landlord shall return the Security Deposit less such portion thereof as Landlord may have used to satisfy Tenant’s obligations and less such other sums as Landlord reasonably expects to be due from Tenant. If Landlord transfers the Security Deposit to a transferee of the Building or Landlord’s interest therein, then such transferee (and not Landlord) shall be liable for its return. The holder of any Mortgage shall not be liable for the return of the Security Deposit unless such holder actually receives the Security Deposit. Tenant shall not transfer or assign the Security Deposit or any interest therein without Landlord’s prior written consent, which consent Landlord may withhold in its sole and absolute discretion.

Section 16.18- Financial Statements. Upon request of Landlord, but not more than once a year, Tenant shall provide Landlord with Tenant’s financial statements (“Financial Statements”) certified by an independent Certified Public Accountant (CPA) or if not customarily
prepared by a CPA, then internally provided reports to be certified by Tenant to be a true, complete and accurate presentation as of the date hereof of all of the assets, liabilities and net worth of Tenant. Tenant shall also provide Landlord annual Financial Statements within sixty (60) days after the end of each fiscal year of Tenant and Tenant agrees to reasonably cooperate with Landlord in its evaluation of the Financial Statements and in answering questions from Landlord's current or future lenders, or in the event of potential sale of the property of which the Premises forms a part, the prospective purchasers.

[The remainder of this page is intentionally left blank]
IN WITNESS WHEREOF, the parties hereto have executed this Lease this day and year first above written.

LANDLORD:

Frontier Center LLC

By:  
Richard Chiarenza, Authorized Representative

TENANT:

Far(m)ed New York, LLC

By:  
Ephraim Atwal, Manager
EXHIBIT A

(FLOOR PLAN TO BE ATTACHED)
EXHIBIT B

TENANT SIGN CRITERIA
TOWN CENTRE
HENRIETTA, NY

IN THE EVENT THE FOLLOWING SIGN CRITERIA SHALL CONFLICT WITH OR SHALL BE INCONSISTENT OR INCOMPATIBLE WITH THE STATUTES, CODES, RULES OR REGULATIONS RELATING TO THE OPERATION OF A DISPENSARY OF MEDICAL MARIJUANA ("PREVAILING LAW") THE REQUIREMENTS OF PREVAILING LAW SHALL CONTROL AND TENANT SHALL BE ALLOWED TO DISPLAY AND MAINTAIN SUCH SIGNAGE AS SHALL BE NECESSARY TO COMPLY WITH PREVAILING LAW

A. General Requirements

1. Tenant shall submit to the Landlord for approval before fabrication at least two copies of the detailed drawings indicating the location, size, layout, design and color of the proposed signs, including any graphics; both copies shall be in color and depict the exact colors to be used.  
2. All permits for signs and installation shall be obtained by the tenant or his representatives. 
3. All signs shall be constructed and installed (including fastening devises and final electrical connection) at tenant’s expense. 
4. Tenant shall be responsible for the fulfillment of all requirements of these criteria.

B. General Specifications

1. Only individual letter display and registered logos shall be allowed.
2. No box signs shall be permitted.
3. No roof signs shall be permitted.
4. Visible sign company names are not permitted.
5. No animated, flashing or audible signs will be permitted.
6. No exposed lamps or tubing will be permitted.
7. All sign components shall bear the UL inspection labels (transformer, wire, etc).
8. All work, labor and material shall be first class quality and performed in accordance with all local building and electrical codes.
9. No exposed conduit will be permitted.
10. Electrical service to all signs shall be on tenant’s meter.
11. Landlord shall control the period of illumination; any change shall be approved in advance by the Landlord.

C. Locations of Signs

1. Tenant shall be permitted to install one illuminated sign on the tenant’s front fascia immediately above their storefront and shall conform to the design requirements.
2. Tenant signs shall be centered both horizontally and vertically on the EIFS reveals of the façade. Final location shall be approved by the Landlord.
3. Tenants shall be permitted to install advertising graphics to the interior of store windows as approved by the Landlord in compliance with Town regulations.
4. Any additional signage must have Landlord’s approval.
5. Tenant may negotiate with the Landlord to install signage on the plaza’s pylon sign.

D. Design Requirements
1. All tenant signs are required to be illuminated as follows:
   a) Tenants located beneath a walkway canopy shall have internally illuminated or backlit tenant signs.
   b) Tenants located where there is no walkway canopy shall have internally illuminated or backlit OR gooseneck illuminated tenant signs. Gooseneck light fixture style and color are required to match existing.
2. All tenant sign designs shall be subject to the approval of the Landlord.
3. Wording of sign shall not include specification of ancillary uses, departments or the product sold except as part of the tenant’s trade name or logo without the prior written approval of the Landlord.
4. Tenants are encouraged to have signs designed with letter style, size and color which are complimentary to the adjacent tenants. Final design shall be subject to the approval of the Landlord or his assigned agent.
5. All tenant signs shall conform to the following guidelines:
   a) The overall length of the tenant sign shall not exceed 80% of the width of the storefront. However, each display proposal will be reviewed by the Landlord on an individual need basis.

E. Construction Requirements
1. Fabrication and installation methods and materials must be UL approved according to the standards set forth in the National Electric Code. Primary and secondary wiring must use a grounded system.
2. All signs must be mounted so as to have the transformer concealed from customers view.
3. Where tenant signs contain a raceway, the color must be neutral or match the existing facade.
4. Letter height shall not exceed 30 inches.
5. Tenant shall be fully responsible for the operations of tenant’s sign contractor.
6. No exposed fasteners will be allowed and the wall penetrations will be neatly sealed in a watertight condition.
7. Tenant logo style letters and colors may be used.
8. Tenant will be responsible for removal, patching and painting lease facade area to match surrounding facade area upon vacating premises.

F. Miscellaneous Requirements
1. If tenant has a non-customer door for receiving merchandise, it may have uniformly applied on said door in location, as approved by Landlord, in white upper case Helvetica 2” high block letters, the tenant’s name and address. Where more than one tenant uses the same door, each name and address shall be applied.
2. Except as provided herein, no advertising placards, banners, pennants, names, insignias, trademarks or other descriptive materials shall be affixed or attached to the exterior of glass panes and support of the store windows and doors, hung/attached to the underside of the canopy soffit or upon the exterior walls of the buildings.
3. The intention of these requirements is to create aesthetic uniformity and be subject to prior written approval of the Landlord before any sign is installed.
4. Each tenant shall be permitted to display information regarding business hours, emergency phone numbers, etc..., at the entrance to each store. Lettering shall consist of individual decals not exceeding two inches in height: the total area shall not exceed 144 square inches.
GUARANTY

THIS GUARANTY is given by Ephraim Atwal ("Guarantor") to FRONTIER CENTER LLC ("Landlord").

RECITALS

Landlord would not have entered into the Lease with Far(m)ed New York, LLC ("Tenant"), for the 4,778 +/- square foot space located in the building with an address of 2199 E. Henrietta Road, Rochester, New York 14623 (the "Premises"), except for Guarantor's execution and delivery of this Guaranty; and

In consideration of Landlord entering into the Lease with the Tenant, Guarantor agrees as follows:

1. Guaranty. Guarantor, for himself and his legal representatives, guarantees the prompt payment when due, or whenever payment may become due under the terms of the Lease, all payments of rent, additional rent, and all other charges, expenses and costs of every kind and nature, which are or may be due now or in the future under the terms of the Lease; and the complete and timely performance, satisfaction and observation of the terms and conditions of the Lease, rules and regulations and related obligations arising by reason of the Lease, required to be performed, satisfied or observed by Tenant. (the "Tenant Obligations").

2. Coverage of Guaranty. Except as provided herein, this guaranty extends to all Tenant Obligations which the Tenant has or may have to Landlord by reason of matters occurring prior to or after the expiration of the term of the Lease by reason of removal of Tenant property, surrender of possession, or other matters. This guaranty extends to any successor, assignee, or sublessee of Lessee, to any extensions or renewals of Lease, and to any term established by reason of the holdover of Tenant, and assignee or sublessee. Notwithstanding the foregoing, provided that Landlord has received no less than sixty (60) days prior written notice specifying the Surrender Date (as hereinafter defined), together with payment of all Tenant Obligations computed through the Surrender Date (excluding any accelerated rent, if any), all keys to the Premises, and Tenant having left the Premises in broom-clean, vacant condition, free of subtenants, occupants or any claims to possession or occupancy by third parties and otherwise in the condition required by the Lease and with no legal impediment to Landlords re-leasing the Premises caused by or attributable to Tenant or Tenants occupancy (the date all of the foregoing are fully satisfied and complied with being the "Surrender Date"), then Guarantor shall be released from all liability with respect to any Tenant Obligations arising or accruing after the Surrender Date and this Guaranty shall thereafter be deemed terminated and of no further force or effect, but Guarantor shall continue to remain liable for all reasonable expenses (including, without limitation, counsel fees and disbursements) incurred by Landlord in enforcing any rights under this Guaranty or such Tenant Obligations.

3. Performance of Guaranty. If Tenant fails to perform, satisfy, or observe any term or condition of Tenant Obligations, Guarantor will promptly and fully do so in Tenant's place. Guarantor shall pay, reimburse, and indemnify Landlord for all damages, costs, expenses, losses and other liabilities arising or resulting from Tenant's failure to perform or satisfy the Tenant Obligations.

02-412235.2
4. **Waiver of Notices.** Provided Guarantor is a principal of Tenant, then without notice to or further assent from Guarantor, Landlord may: waive or modify any term or condition of the Lease, rule or regulation, or related Tenant obligation; or compromise, settle, or extend the time of payment of any amount due from Tenant or the time of performance of any obligation of Tenant. Landlord may take these actions without discharging or otherwise affecting Guarantor's obligations.

5. **Lease Security.** This guaranty shall remain in full force and effect and Guarantor is fully responsible, without regard to any security deposit or other collateral for the performance of the terms and conditions of the Tenant Obligations, or the receipt, disposition, application, or release of any security deposit or other collateral now or hereafter held by or for Landlord.

6. **Unconditional Obligations.** Guarantor's liability is joint and several, direct, immediate, absolute, continuing, unconditional and unlimited except as provided herein. Landlord shall not be required to pursue any remedies against Tenant or against any security deposit or other collateral as a condition to enforcement of this Guaranty. Guarantor shall not be discharged or released by reason of the discharge or release of Tenant for any reason, including a discharge in Bankruptcy, receivership or other proceeding, a disaffirmation or rejection of the Lease by a trustee, custodian, or other representative in Bankruptcy, a stay or other enforcement restriction, or any other reduction, modification, impairment or limitations of Tenant's liability or any remedy of Landlord. Guarantor assumes all responsibility for being and keeping himself informed of Tenant's financial condition and assets, and of all other circumstances bearing upon the risk of nonperformance by Tenant under the Lease. Guarantor agrees that Landlord shall have no duty to advise Guarantor of information known to it regarding such circumstances or risks.

7. **Subordination of Subrogation Rights.** Guarantor subordinates all claims that he may have against Tenant by reason of subrogation for payments or performances under this guaranty or claims for any other reason or cause. Guarantor agrees not to assert any claim that he has or may have against Tenant, including claims by reason of subordination under this guaranty, until the payment of Tenant's Obligations to Landlord are fully satisfied and discharged.

8. **Binding Effect.** This guaranty may not be modified orally, but only by a writing signed by both Guarantor and Landlord. Modifications include any waiver, change, discharge, modification or termination.

**IN WITNESS WHEREOF,** Guarantor has duly signed this guaranty on the date stated below.

GUARANTOR:

[Signature]

Ephraim Atwal

Date: 6-3-15
EXECUTED LEASE FOR

330 NORTHERN LIGHTS PLAZA
NORTH SYRACUSE, NY
13212
SHOPPING CENTER LEASE

Name of Shopping Center: Northern Lights Shopping Center

Location of Shopping Center: 330 Northern Lights Plaza, North Syracuse 13212

Landlord: Dicephalous Properties II Company, LLC

Tenant: Far(m)ed New York, LLC
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SHOPPING CENTER LEASE

This Lease made this _17_ day of _June_ , 2015, is by and between the following parties:

Landlord: Dicepalous Properties II Company, LLC with its mailing address for notices and a principal office at:

    c/o The Widewaters Group, Inc.
    5786 Widewaters Parkway
    P.O. Box 3
    DeWitt, New York 13214-0003
    Attention: Lease Administration

hereinafter referred to as the “Landlord”, and

Tenant: Far(m)ed New York, LLC, a limited liability company organized and existing under the laws of the State of New York with a Fed. Tax ID number of ______________ and its principal office or residence at:

    Far(m)ed New York, LLC
    3095 Harlem Road
    Cheektowaga, NY 14225
    Attn.: Jennifer Atwell

    E-mail Address: __________________
    Phone: 504.460.4971

hereinafter referred to as the “Tenant”.

Landlord has appointed The Widewaters Group, Inc. the Managing Agent, and Landlord has granted to The Widewaters Group, Inc. the authority to rent, operate and manage the Shopping Center on behalf of and in the name of Landlord.
ARTICLE 1

Premises

1.01 - Premises

Landlord hereby demises and leases to Tenant and Tenant hereby rents from Landlord that certain premises ("Premises") hereinafter described and located in the Tenant's Light Shopping Center ("Shopping Center"), which is located in the Town of Salina, County of Onondaga, State of New York. The Premises consists of approximately One Thousand Five Hundred Twenty-Four (1,524) leasable square feet. The Premises is shown on the plan attached hereto and made a part hereof as Exhibit A. The Premises shall not be deemed to include either the land lying thereunder or the exterior walls or roof of the building in which said Premises are located or any area beyond the midpoint of any interior wall. Landlord reserves the use of said land, walls and roof of the building, together with the right to install, maintain, use, repair and replace pipes, ducts, conduits, wires and structural elements leading through the Premises in locations which will not materially interfere with Tenant's use of the Premises.

1.02 - Shopping Center

As of the date of this Lease, the Shopping Center includes: (i) parcel(s) of land and improvements generally depicted on Exhibit B attached hereto and made a part hereof, whether owned in fee or ground leased by Landlord ("Landlord's Tract") and (ii) parcel(s) of land and improvements not owned or ground leased by Landlord which are made available for use by any reciprocal operating and easement agreement (or like agreement) ("REA") and/or agreement of easements with covenants and restrictions (or like agreement) ("ECK"). Landlord reserves the right to add to or sever the ownership or title to any portion of the Shopping Center to or add or reduce the size of the lands of the Shopping Center. No representation is made or implied that Landlord has title to any lands other than the Premises at the time of execution of this Lease. It is agreed that the description or description of the Shopping Center on Exhibit B does not constitute a representation, covenant or warranty of any kind by Landlord. Landlord, in its sole and absolute discretion, reserves the right to expand or remodel the Shopping Center and to change the configuration, size and dimensions of the Shopping Center, the number, location and dimensions of buildings, parking areas, driveways, entrances, exits and landscaped areas, the number of floors in any of the buildings, the dimensions, identity, and type of stores or tenancies, and, as provided in Section 7.02, the "Common Areas" (defined in Section 7.01) provided such changes do not materially interfere with Tenant's use of the Premises. When calculating the area of the Shopping Center, vacant space which is, by its nature, not leasable to a tenant for the purpose of the retail sale of merchandise or the rendition of services to the general public due to the lack of frontage or otherwise shall be excluded.

1.03 - Use of Premises and Trade Name

Tenant shall operate the Premises under the trade name "Eart(med)" or such other trade name as shall be permitted by the State of New York and shall use the Premises solely for the purpose of conducting the business of a dispensary of medical marijuana under the approval of the State of New York and for such other purposes as are ancillary, incidental and related to the foregoing use, and under no other trade names and for no other purposes whatsoever.

1.04 - Tenant's Exclusive

Landlord shall not directly allow other tenants of the Landlord's Tract use the Landlord's Tract as a Medical Marijuana dispensary. This exclusive shall exist for so long as Tenant is not in default beyond the applicable cure period and in the event Tenant is in default beyond the applicable cure period, Landlord shall have the option of terminating this exclusive in addition to any and all other remedies for in this Lease. In addition, this exclusive shall not apply to any lease of the Landlord's Tract which pre-dates the date of this Lease. This exclusive shall also not apply to any tenant that may operate as a pharmacy within Landlord's Tract, now or in the future.

As material inducement for Tenant to enter into this Lease, and if required by Law, Landlord and its respective successors and/or assigns, agree not to convey, assign, license, sell or lease any portion of the Building or any other property on the same street or avenue and within a 1000 feet of the Demised Premises, whether now owned or hereafter acquired by Landlord, without first prohibiting the use of such property to be conveyed, assigned, licensed, sold or leased for the operation of a school, day care facility, church, synagogue or other place of worship (the "Restriction"). The Restriction shall apply only as long as all of the following conditions exist: (i) Tenant is occupying the Demised Premises and operating as a medical marijuana dispensary and (ii) Tenant is not in default of a material term of this Lease beyond all applicable periods of notice and cure. Such Restriction shall be set forth and contained in the Memorandum of Lease and in any instrument of transfer as a covenant running with the Land for the benefit of Tenant. If, at any time, Landlord violates the Restriction, Landlord shall be liable to Tenant for any and all losses, costs (including, without limitation, attorneys' fees and costs and any costs incurred by Tenant in connection with enforcing the Restriction) damages, demands, suits, proceedings, judgments, fines or penalties, whether groundless or not, whether threatened or actual, for, concerning, or with respect to, Landlord's violation of the Restriction. In addition, Tenant shall expressly have the right to bring an action in any court of competent jurisdiction to act to enforce the Restriction on behalf of the Landlord if the Landlord fails to do so.
ARTICLE 2

Term of Lease

2.01 - Term of this Lease

The initial term of this Lease shall commence on September 1, 2015 ("Term Commencement Date"), notwithstanding the provisions of Sections 2.02 and 2.25. The term of this Lease shall expire on the last day of the month in which the 60 month anniversary of the Term Commencement Date occurs (the last day of such month is herein referred to as the "Expiration Date"), unless duly extended, or earlier terminated pursuant to the terms and provisions of this Lease.

2.02 - Stipulation of Term

The parties agree to execute and deliver a written Stipulation of Term of Lease in the form attached hereto as Exhibit E ("Stipulation"), prepared by Landlord, once the Term Commencement Date and Expiration Dates have been determined. Tenant shall have a period of thirty (30) days from receipt of the completed Stipulation within which to either (i) execute, acknowledge and deliver the same to Landlord; or (ii) notify Landlord in writing of any dispute Tenant may have regarding the information therein contained.

2.03 - Surrender of Premises

On the expiration or earlier termination of this Lease, Tenant agrees, without necessity of any notice from Landlord (statutory or otherwise), to surrender the Premises in accordance with Article 9, and broom clean and in good order, repair and condition, reasonable wear and tear and damage by fire or casualty excepted.

2.04 - Tenant's Option to Extend

Provided that Tenant shall not be in default of any of its obligations under this Lease, Tenant shall have the option, to be exercised as hereinafter set forth, to extend the term of this Lease for two (2) periods of three (3) years immediately following the initial term set forth in Section 2.01 (herein referred to as the "First Extension Term" and "Second Extension Term", respectively). The Second Extension Term shall be consecutive to the First Extension Term.

Each Extension Term shall be upon the same terms and conditions of the initial term of this Lease, except that: (i) there shall be no privilege to extend the term of this Lease for any period of time beyond the expiration of the Second Extension Term, and (ii) the Fixed Annual Minimum Rent during the First Extension Term shall be Thirty-Two Thousand Four Dollars ($32,004.00); and (ii) the Fixed Annual Minimum Rent during the Second Extension Term shall be Thirty-Two Thousand Four Dollars ($32,004.00).

In the event Tenant elects to exercise its option to extend the term of this Lease, it shall do so by written notice to Landlord at least months (12) months prior to the date of expiration of the initial term or the First Extension Term, whichever the case may be, or the option shall be deemed waived, null and void. Upon Landlord's receipt of Tenant's notice to extend, this Lease shall be deemed to be extended without the execution of any further lease or other instrument.

It is hereby understood that the options to extend shall be exercised individually during their respective and appropriate notice periods.

ARTICLE 3

Rent

3.01 - Minimum Rent

(a) Tenant agrees to pay Landlord fixed annual minimum rent ("Fixed Annual Minimum Rent"), in accordance with the schedule below, which shall be payable in equal consecutive monthly installments ("Fixed Monthly Minimum Rent"):

<table>
<thead>
<tr>
<th>MONTH OF TERM</th>
<th>FIXED ANNUAL MINIMUM RENT</th>
<th>FIXED MONTHLY MINIMUM RENT</th>
<th>PSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Months 1-60</td>
<td>$28,956.00</td>
<td>$2,413.00</td>
<td>$19.00</td>
</tr>
<tr>
<td>EXTENSION TERMS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Months 61-96</td>
<td>$32,004.00</td>
<td>$2,667.00</td>
<td>$21.00</td>
</tr>
<tr>
<td>Months 97-132</td>
<td>$32,004.00</td>
<td>$2,667.00</td>
<td>$21.00</td>
</tr>
</tbody>
</table>

Fixed Monthly Minimum Rent shall be paid in advance without diminution, deduction or set-off whatsoever and without prior notice or demand and be due upon the first day of each calendar month during the term hereof.

(b) If the term of this Lease or payment of rent shall commence or terminate upon a day other than the first day of a calendar month, Tenant shall pay, within fifteen (15) days after invoice from Landlord, a pro rata portion of the Fixed Monthly
Minimum Rent for the first and last fractional calendar month, respectively, prorated on a per diem basis with respect to such fractional calendar month(s).

3.02 - Intentionally Deleted.

3.03 - Gross Sales Defined

The term “Gross Sales” as used herein is hereby defined to mean receipts from gross sales from all business conducted upon or from the Premises by Tenant and all others (including all licensees, concessionaires and tenants of Tenant), and whether such sales be evidenced by check, credit, charge account, exchange or otherwise, and shall include, but not be limited to, the amounts received from the sale or rental of goods, the sale of gift cards or gift certificates (regardless of location of redemption or whether or not redeemed), the sale of wares and merchandise, and for services performed on or at the Premises, together with the amount of all orders taken or received at the Premises, whether such orders be filled from the Premises or elsewhere, and whether such sales be made by means of merchandise or other vending devices in the Premises. If any one or more departments or other divisions of Tenant’s business shall be subject to Tenant or conducted by any person, firm or corporation other than Tenant, then there shall be included in the Gross Sales all of the gross sales of such departments or divisions in the same manner and with the same effect as if the business or sales of such departments and divisions had been conducted by Tenant itself. Gross Sales shall not include sales of merchandise returned and claimed to be defective or unsatisfactory, provided such sales were previously included in Gross Sales, and there shall be deducted from Gross Sales the sales price of merchandise returned by customers for exchange, provided that the sales price of merchandise delivered to the customer in exchange is included in Gross Sales. Gross Sales shall not include the amount of any sales, use or Gross Sales tax imposed by any federal, state, municipal or governmental authority directly on sales and collected from customers, provided that the amount thereof is separately added to the selling price and paid by Tenant to such governmental authority. No franchise or capital stock tax and no income or similar tax based upon income or profits as such shall be deducted from Gross Sales in any event whatsoever. Each charge or sale upon installment or credit shall be treated as a sale for the full price in the month during which such charge or sale shall be made, irrespective of the time when Tenant shall receive payment (whether full or partial) therefor.

3.04 - Intentionally Deleted.

3.05 - Reports by Tenant

Tenant agrees that it will furnish to Landlord within thirty (30) days after the end of each Lease Year or Partial Lease Year, an annual statement, showing in all reasonable detail the amount of Gross Sales relating to such Lease Year or Partial Lease Year.

3.06 - Intentionally Deleted.

3.07 - Intentionally Deleted.

3.08 - Delinquent Payments

If, during the term of this Lease, Tenant shall fail to pay the full amount of the Fixed Monthly Minimum Rent, or Additional Rent (defined in Section 3.09) within ten (10) days of the date the same is due and payable, then interest at the monthly rate of two percent (2%) per month or the maximum rate then permitted by law, whichever is less, shall accrue on the unpaid amount from and after the date on which any such sum shall be due and payable, and such interest, together with a late charge of $100.00 for each past due payment to cover the extra expense involved in handling such delinquency, shall be paid to Landlord at the time of payment of the delinquent sum. Landlord shall have the right to apply any payments made by Tenant for any deficiency in the payment of the interest and late charge provided for hereunder. Any payment to be made by Tenant under this Lease shall be deemed to have been paid upon the date upon which it is received by Landlord. The provision for a late charge and interest herein shall not be deemed to grant Tenant any grace period or extension of time or prevent Landlord from exercising its other rights under this Lease. Tenant shall pay to Landlord an administrative fee of $100.00 for each and every check submitted by Tenant which is dishonored. If Landlord receives from Tenant two or more checks which have been dishonored, all checks from Tenant thereafter shall, at Landlord’s option, be either certified or cashier’s checks. If Tenant shall fail to pay the full amount of the Fixed Monthly Minimum Rent, or Additional Rent when the same is due and payable on three or more occasions in any twelve (12) month period, then Landlord shall have the right to increase the monthly interest rate set forth above by one percent (1%).

3.09 - Additional Rent

All rents, charges, costs, expenses, reimbursements, fees, interest, and other payments to be made by Tenant to Landlord under this Lease or which are attributable to the Premises, other than Fixed Annual Minimum Rent, shall be deemed to be “Additional Rent”.

3.10 - Definition of Lease Year and Partial Lease Year

The term “Lease Year” is defined to mean a period of twelve (12) consecutive calendar months commencing on the first day of January. Any portion of the term which is less than a Lease Year shall be deemed a “Partial Lease Year” and computations requiring pro ration shall be made on a per diem basis using a 365 day year. In order to achieve uniformity in the operation of the Shopping Center, Landlord reserves the right to designate and change the beginning and ending day of the Lease Year, notice of which shall be given to Tenant.
3.11 - Place for Payments

(a) Tenant shall deliver to Landlord, in the form of money order or Tenant's check, all payments of Fixed Monthly Minimum Rent and Additional Rent at the office of Landlord shown on page 1 of this Lease or such other place as may be designated by Landlord. Checks should be made payable to The Widewaters Group, Inc.

(b) Tenant may request to make payments to Landlord electronically subject to all of the provisions of this Section 3.11. Should Landlord consent to an electronic funds transfer arrangement with Tenant, Landlord shall provide Tenant with payment and account information and thereafter Tenant shall:

(i) open and maintain an account in a financial institution ("Tenant's Financial Institution") which is authorized to transmit entries to an Automated Clearing House member in compliance with NACHA – The Electronic Payments Association, formerly the National Automated Clearing House Association, and the Federal Reserve;

(ii) execute promptly any and all agreements and authorizations and supply any and all information, necessary to provide for automatic payment of Fixed Monthly Minimum Rent and Additional Rent by electronic funds transfer from Tenant's Financial Institution to a financial institution and account designated by Landlord; and

(iii) take all actions necessary to insure that any and all such payments will be received by Landlord's financial institution from Tenant's Financial Institution by the dates due as specified in this Lease, and

(iv) take all actions necessary to insure that any and all such payments will be deposited into the correct account as established by Landlord.

In the event Tenant shall elect to make payments to Landlord electronically in accordance with this Section 3.11(b), Tenant agrees to maintain an account containing sufficient funds at all times during the term of this Lease. In the event Tenant fails to deposit funds into the account designated by Landlord, or if Tenant's account fails to contain sufficient funds necessary to pay amounts then due to Landlord such that said amounts become delinquent, the outstanding amounts shall be subject to the provisions of Section 3.08 of this Lease. Landlord shall have no obligation to reallocate Tenant's funds to the correct bank account. Tenant shall be liable for and pay to Landlord all costs and expenses associated with Tenant's failures. Nothing contained in this Section 3.11(b) shall relieve Tenant of the obligation to pay by the dates due.

Tenant shall either e-mail or fax to Landlord remittance information on the day the transaction takes place. Should Tenant fail to do so, Tenant shall pay to Landlord, as liquidated damages, the sum of ten dollars ($10.00) per day, as Additional Rent, until the remittance information shall have been delivered to Landlord.

Landlord may, in its sole discretion and upon thirty (30) days prior written notice to Tenant, terminate the relationship with Tenant's Financial Institution, refuse electronic payments and require Tenant to mail its payments to Landlord.

3.12 - Security Deposit

Tenant agrees to deposit with Landlord, upon Tenant's execution and return of this Lease, the sum of Two Thousand, Two Hundred Fifty Dollars ($2,250.00) as security for the faithful performance and observance by Tenant of the terms, provisions and conditions of this Lease ("Security Deposit"). 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 Fixed Annual Minimum Rent, Additional Rent, Landlord may use, apply, or retain the whole or any part of the Security Deposit to the extent required, for the payment of any sum as to which Tenant is in default, or for any sum which Landlord may expend or may be required to expend by reason of Tenant's default under this Lease. Such sums may include, but not be limited to, any damages or deficiency in the re-letting of the Premises, whether such damages or deficiency occurred before or after surrender proceedings or other re-entry by Landlord. If Landlord uses, applies or retains any part of the Security Deposit, Tenant shall promptly upon demand replenish the Security Deposit to its full original amount upon demand by Landlord. Failure to do so shall be deemed an event of default under Section 15.01(a) of this Lease and any unpaid amounts shall be subject to the provisions of Section 3.08 above. In the event that Tenant shall fully and faithfully comply with all of the terms, provisions, covenants and conditions of this Lease, the Security Deposit shall be returned to Tenant after the date fixed as the end of the term of this Lease and after surrender of the Premises to Landlord in accordance with Sections 2.03 and 9.02 (including, but not limited to, the removal of all façade or pylon/monument signs and the repair of all resulting damage).

In the event of a sale of the Shopping Center or leasing of the entire Shopping Center, Landlord shall have the right to transfer the Security Deposit to the successor, vendee or lessee and Landlord shall provide Tenant with notice of such transfer, and Landlord shall thereafter be released by Tenant from all liability for the return of such Security Deposit; and Tenant agrees to look to the successor landlord solely for the return of said Security Deposit; and it is agreed that the provisions hereof shall apply to every transfer or assignment made of the Security Deposit to a new landlord. Tenant further covenants that it will not assign or encumber or attempt to assign or encumber the Security Deposit, and that neither Landlord nor its successors or assigns shall be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance. In the event of a transfer by Tenant of this Lease, the Security Deposit shall be retained by Landlord in the name of the successor tenant, and Landlord shall thereupon be released by the transferring tenant from all liability for the reimbursement of such Security Deposit to Tenant; and Tenant agrees to look to its successor tenant solely for the return of said Security Deposit; and it is agreed that the provisions hereof shall apply to every transfer or assignment of this Lease.
ARTICLE 4

Real Property Taxes

4.01 - Real Property Taxes

(a) Landlord will pay in the first instance all "Real Property Taxes" which are defined as all real property taxes (which shall include property tax assessments, water and sewer rates, rates and charges, environmental surcharges and any other government charges and assessments, general and special, ordinary and extraordinary) which may be levied or assessed by any lawful authority against land or improvements located in the Landlord's Tract. The amounts required to be paid by Landlord or any tenant or occupant of the Landlord's Tract pursuant to any agreement in substitution of tax payments or Payment in Lieu of Tax Agreement (or like agreement) entered into with a taxing authority having jurisdiction over the Landlord's Tract shall be considered for the purposes of this Lease to be included within the definition of Real Property Taxes.

(b) During the term of this Lease, Tenant shall pay to Landlord, as Additional Rent, Tenant's Allocable Share of all Real Property Taxes assessed against the Landlord's Tract; however, if the Premises are separately assessed, then Tenant agrees to pay to Landlord, as Additional Rent, the amount of the Real Property Taxes separately assessed against the Premises including the land lying thereunder plus Tenant's Allocable Share of the Real Property Taxes assessed against the Common Areas of the Landlord's Tract.

(c) Tenant agrees that during the term of this Lease, Tenant shall pay to Landlord, as Additional Rent, the amount of Tenant's Allocable Share of all Real Property Taxes assessed against the Landlord's Tract during the term of this Lease and an administrative charge equal to twelve percent (12%). With respect to each tax year or period during the term, Tenant shall pay to Landlord, as Additional Rent, its Allocable Share of Real Property Taxes in monthly installments, in advance and without notice, on or before the first day of each month during the term of this Lease, in an amount estimated by Landlord, such that Landlord will have received the full amount of Tenant's Allocable Share of Real Property Taxes in time for payment to the applicable taxing authority when due. Tenant agrees that upon the Term Commencement Date, Tenant shall pay to Landlord, as Additional Rent and within thirty (30) days after receipt of a bill therefor, the amount of Tenant's Allocable Share of Real Property Taxes for the then current tax year or period which have been previously paid by Landlord. Such amount shall be calculated on the basis of the number of days (from the Term Commencement Date) remaining in such tax year or period and shall be in addition to the amounts due pursuant to this Section 4.01(c).

(d) Landlord shall furnish Tenant with a written statement of the actual amount of Tenant's Allocable Share of Real Property Taxes based upon the tax bills or assessment bills for each tax year or period during the term of this Lease. If the total amount of Real Property Taxes paid by Tenant under Section 4.01 of this Lease for any tax year or period during the term of this Lease is less than the actual amount due from Tenant for such year as shown on such statement, Tenant shall pay to Landlord the deficiency within ten (10) days after demand therefor by Landlord. If Tenant's payments of Real Property Taxes shall exceed Tenant's Allocable Share of Real Property Taxes as shown on said statement, such overpayment by Tenant shall either be applied as a credit to the next succeeding monthly installment of Real Property Taxes, or applied to offset any then existing past due rent under this Lease. In the event of any over payment by Tenant in the last Lease Year or last Partial Lease Year, Tenant shall be entitled to receive a refund of the monies overpaid after application to any then past due rent, if any, or after application to reimburse Landlord for any money spent by Landlord to cure any failure by Tenant to comply with its obligations under this Lease. For the tax year or period in which this Lease commences and terminates, the provisions of this paragraph shall apply and, to the extent necessary, Tenant's liability for its Allocable Share of any Real Property Taxes for such year shall be subject to a pro rata adjustment based on the appropriate number of days of said tax year or period. A copy of a tax bill or assessment bill submitted by Landlord to Tenant shall at all times be sufficient evidence of the amount of Real Property Taxes to which such bill relates.

(e) Landlord may seek a reduction in the assessed valuation (for Real Property Tax purposes) of the Landlord's Tract or any portion thereof by administrative or legal proceeding. If such proceeding is successful in materially reducing the assessed valuation, Tenant shall pay to Landlord Tenant's Allocable Share of Landlord's reasonable costs for said proceedings, including counsel fees, appraisal fees and other similar expenses, within ten (10) days after Tenant's receipt of a statement from Landlord therefor. Landlord shall reimburse to Tenant Tenant's Allocable Share of any refund of Real Property Taxes (after deducting any unpaid portion of Tenant's Allocable Share of Landlord's costs for such proceedings) resulting from any proceeding for which Tenant has paid Tenant's Allocable Share of Real Property Taxes.

(f) Should any alteration or improvement performed by or for Tenant during the term of this Lease cause an increase in assessment, Tenant shall pay to Landlord the full cost of all Real Property Taxes resulting from such increase in assessment. Any amount paid separately hereunder by Tenant to Landlord shall be in addition to any amounts paid by Tenant pursuant to Section 4.01(b) above.

(g) Should any governmental taxing authority acting under any present or future law, ordinance or regulation, levy, assess or impose a tax, excise, surcharge or assessment upon or against the rents payable by Tenant to Landlord, or upon or against the Common Areas or utility, whether by way of substitution for or in addition to any existing Real Property Tax or otherwise, Tenant shall be responsible for and shall pay Tenant's Allocable Share of such tax, excise, surcharge or assessment in the manner provided in Section 4.01(c) above.
4.02 - Tenant’s Taxes

Tenant shall at all times be responsible for and pay, before delinquency, all municipal, county, state or federal taxes charged against Tenant’s income, sales, fixtures, furnishings, equipment, stock-in-trade or other personal property of any kind owned, installed or used in or on the Premises, and any tax now or hereafter charged against Tenant on any other basis.

ARTICLE 5

Construction and Financing

5.01 - Delivery of Demised Premises to Tenant

Landlord agrees to deliver to Tenant, and Tenant agrees to accept from Landlord, possession of the Premises forthwith at such time as Landlord advises Tenant that the work to be performed by Landlord in accordance with Exhibit C attached to this Lease and made a part hereof (herein called the “Landlord’s Work”) has been sufficiently completed to permit Tenant, without interfering with Landlord’s Work, to commence the work to be performed by it, at its expense, in the Premises in accordance with Exhibit C (herein called the “Tenant’s Work”), and Landlord’s notice thereof shall constitute such delivery of the Premises without further act by either party. Keys to the Premises shall be sent to the address for notices set forth on page 1 of this Lease unless specified otherwise in this Lease. Any work in addition to Landlord’s Work shall be performed by Tenant at its own cost and expense, or if Landlord installs, performs, or constructs any of such additional work in the Premises at Tenant’s request, it shall be paid for by Tenant as Additional Rent, within fifteen (15) days after receipt of a bill therefor. The specifications set forth in Exhibit C outline the division of responsibility for work and materials as between Landlord and Tenant. In every instance where responsibility is not specifically vested in Landlord, it is to be assumed that the responsibility shall be Tenant’s.

5.02 - Construction and Opening of Demised Premises

Within the later of five (5) days after delivery of possession of the Premises to Tenant or the date Tenant is authorized by the State of New York and all municipal authorities to operate as a dispensary of medical marihuana, Tenant shall commence and thereafter promptly complete the Tenant’s Work in accordance with the interior design and signage plans approved by Landlord as provided in Exhibit C; all to the end that Tenant, to the extent permitted by the State of New York and all municipal authorities, shall open the Premises for business to the public, fully fixtures and merchandised, on or before the Term Commencement Date. Tenant shall not unreasonably interfere with Landlord’s construction work at the Shopping Center, nor shall Tenant permit its contractors or subcontractors to so interfere. By opening for business, or occupying the Premises, Tenant shall be deemed to have acknowledged that all work required to be performed in connection with the Premises and any other obligations to be performed by Landlord on or before the opening of the Premises have been satisfactorily performed.

5.03 - Delay in Landlord’s Construction

(a) Notwithstanding anything to the contrary contained in this Lease, Landlord shall not in any manner be liable to Tenant for damages or any other claim resulting from failure to construct the Shopping Center as shown on Exhibit A or to deliver the Premises or for any delay in commencing or completing any work Landlord is to perform or is authorized by Tenant to perform under Exhibit C, and Tenant hereby waives any such liability whatsoever and any right it may have to terminate this Lease. Notwithstanding the forgoing, if the Term Commencement Date shall not have occurred within two (2) years after the date hereof then this Lease shall automatically become null and void. In either case, Landlord shall reimburse Tenant for any advance rent paid or security deposit posted by Tenant, and except for items which have been theretofore accrued and not yet paid and both parties hereeto shall be relieved of all obligations hereunder, in which event each party will, at the other’s request, execute an instrument in recordable form containing a release and surrender of all right, title and interest in and to this Lease.

(b) If Landlord shall fail to complete the Landlord’s Work and deliver possession of the Premises to Tenant as required by the terms of this Lease, and such failure to deliver possession or timely complete is not caused by a Tenant Delay or by reason of the holding over or retention of possession by any tenant, tenants, or occupants, then and in such event, the Term Commencement Date shall be postponed by the number of days which Landlord is delayed in delivering possession of the Premises and/or failing to timely complete Landlord’s Work. In no event, however, shall such Term Commencement Date be postponed beyond the date Tenant first opens the Premises for business to the public. Postponement of the Term Commencement Date as aforesaid shall be the sole and exclusive remedy to which Tenant shall be entitled in the event of Landlord’s failure to deliver possession of the Premises or timely complete the Landlord’s Work as aforesaid. In the event of postponement of the Term Commencement Date as herein provided, the Expiration Date of this Lease set forth in Section 2.01 shall be extended by the same number of days that the Term Commencement Date was postponed. However, if the Term Commencement Date cannot occur because any delay in the performance of the Landlord’s Work caused by Tenant’s changes to its construction requirements or desires, (i) a delay beyond the time periods provided to Tenant in making elections, approvals or choices required to be made hereunder, and (ii) any delay in completion of the Landlord’s Work caused by Tenant or any act or neglect by Tenant, its employees, agents or contractors (collectively or individually a “Tenant Delay”) then Tenant shall, in no event, have no right to terminate this Lease and the Term Commencement Date shall be deemed to occur on the date that Landlord would have otherwise delivered possession of the Premises or completed Landlord’s Work (whichever the case may be) had such a delay(s) not occurred.

5.04 - Financing

(a)
(b) In connection with any financing or sale of the Shopping Center by Landlord, Tenant shall, immediately upon request therefor, provide to Landlord financial statements for Tenant's last fiscal year, including a balance sheet, sales reports and a statement of income.

ARTICLE 6

Conduct of Business by Tenant

6.01 - Use of Premises and Trade Name

Throughout the term, Tenant shall use the entire Premises solely for the purpose as set forth in Section 1.03 and shall operate its business in the Premises under the trade name set forth in Section 1.03. Tenant, its successors or assigns, shall not use or permit, or suffer the use of the Premises, or any part thereof, for any other business or purpose or under any other trade name.

6.02 - Tenant's Operating Covenant

Tenant shall occupy the Premises on and after the Term Commencement Date and shall, to the extent permitted by law, continuously operate its business in the entire Premises during the full term of this Lease. Anything contained in this Section 6.02 to the contrary notwithstanding, this Lease contains no implied or express covenant for Tenant, once opened, to continuously conduct business in the Premises, provided Tenant timely pays all amounts due under the terms of this Lease. In the event Tenant ceases doing business in the Premises for a period in excess of thirty (30) consecutive days, for reasons other than a response to casualty or force majeure, then Landlord may elect to recapture the Premises by written notice to Tenant (the "Recapture Notice"), in which event this Lease shall terminate as to all obligations accruing ten (10) days after Tenant's receipt of the Recapture Notice. However, unless Landlord terminates the Lease as provided above, Tenant shall be obligated to pay all amounts due under the terms of this Lease until the end of the Lease term.

In the event Tenant, for any reason other than by operation of law, ceases operation prior to the Expiration Date of this Lease, as may be extended, Landlord shall have the option to obtain a court order for specific performance of the operating covenant as set forth in this Section 6.02, or to require Tenant to pay as liquidated damages, as a reasonable estimate of damages suffered by Landlord due to loss of an open and operating store, the customer traffic generated thereby, and the damage to the character and quality of the Shopping Center, synergy, good will and patronage, and other non-quantifiable adverse effects caused by Tenant's failure to continually operate, a sum equal to double the Fixed Annual Minimum Rent for the remainder or unexpired portion of the term.

6.03 - Competition

From the date hereof and throughout the term of this Lease, Tenant shall not directly or indirectly, without the prior written consent of Landlord, operate, manage, franchise, license or have any interest in any other business located within a radius of three (3) miles from the outside boundary of the Shopping Center, which business is engaged in the same or similar use as the use provided for in this Lease; nor, if Tenant is a corporation, shall any officer or director, or any shareholder owning more than ten percent (10%) of the issued and outstanding stock of Tenant, nor any entity affiliated with Tenant in any manner whatsoever (including without limitation a member of the immediate family of Tenant or of any officer, director or ten percent (10%) shareholder of Tenant), have any such interest without the prior written consent of Landlord; nor, if Tenant is a partnership, shall any partner or any member of the immediate family of any partner have any such interest without prior written consent of Landlord. The prohibitions in this Section 6.03 shall extend to and expire on the Expiration Date, notwithstanding any earlier termination resulting from Tenant's default hereunder.

ARTICLE 7

Common Areas and Operating Costs

7.01 - Definition

The term "Common Areas" shall mean the interior and exterior areas and facilities within the Shopping Center which are: (i) not leased to a tenant, and (ii) by nature not leasable to a tenant for the purpose of the sale of merchandise or the rendition of services to the general public. Common Areas shall include but shall not be limited to all parking areas and facilities, roadways, driveways, entrances and exits, truck serviceways and tunnels, utilities, retaining and exterior walls, sidewalks, outside courts, landscaped and planted areas, stairways, elevators, service corridors, loading docks, hallways, public restrooms, roofs, equipment, signs and any special services provided by Landlord for the common or joint use and benefit of all tenants in the Shopping Center, their employees, customers and other invitees.

7.02 - Development of Common Areas

Landlord shall make available from time to time such Common Areas, which may in part consist of areas made available by means of REA, ECR or other like agreements, for the common benefit to the tenants and occupants of the Shopping Center as Landlord shall deem appropriate but which shall in any event provide Tenant with access to the entire perimeter of the Premises together with reasonable adequate parking for Tenant's customers. Subject to the provisions of any REA, ECR or other like agreements, Landlord shall operate, manage, equip, insure, repair and maintain such Common Areas for their intended purposes in such a manner as Landlord shall, in its sole discretion, determine, provided Tenant shall in any event have access to the entire exterior perimeter of the Premises together with reasonable adequate parking for Tenant's customers. Landlord shall at all times have the right to determine, change or alter the nature, extent, size or location of the Common Areas and Landlord shall not be
subject to liability therefor, nor shall Tenant be entitled to any compensation or diminution or abatement of rent on account of any such determination or change, nor shall any such action be deemed an actual or a constructive eviction of Tenant provided Tenant shall in any event have access to the entire exterior perimeter of the Premises together with reasonable adequate parking for Tenant's customers. Notwithstanding the foregoing, there shall be no unreasonable obstruction of Tenant's right of access to the Premises, or any unreasonable interference with Tenant's use of the Premises provided Tenant shall in any event have access to the entire exterior perimeter of the Premises together with reasonable adequate parking for Tenant's customers.

7.03 - Use of Common Areas

Tenant and its officers, employees, agents, customers and invitees shall have the nonexclusive right, in common with Landlord and all others to whom Landlord has or may hereafter grant rights, to use the Common Areas as designated from time to time by Landlord, subject to such reasonable regulations as Landlord may from time to time impose, including the designation of the days and hours of operation and use and designation of specific areas in which motor vehicles owned or used by Tenant, its officers, employees and agents must be parked. Tenant agrees to abide by such regulations and to use its best efforts to cause its officers, employees, agents, customers and invitees to conform thereto. Landlord may at any time close temporarily the Common Areas or any portion thereof to make repairs or changes to prevent the acquisition of public rights therein, or to discourage non-customer parking, and may do such other acts in and to the Common Areas as in its judgment may be desirable to improve the convenience thereof, provided Tenant shall in any event have access to the entire exterior perimeter of the Premises together with reasonable adequate parking for Tenant's customers. Tenant shall not at any time interfere with the rights of Landlord and other tenants, its and their permitted officers, employees, agents, customers, and invitees, to use any part of the parking areas and other Common Areas. Landlord reserves the right to impose and collect parking charges, determined by meters or otherwise. Landlord shall have the sole and exclusive right to use the Common Areas for advertising purposes, promotions, exhibits, shows, displays, kiosks and such other similar uses.

7.04 - Common Areas Costs

(a) Tenant shall pay to Landlord, as Additional Rent, monthly in advance on the first day of each month, a sum equal to one-twelfth (1/12) of Tenant's Allocable Share as computed under Section 23.03 as of the first day of each respective Lease Year or Partial Lease Year of Operating Costs (as defined below), based upon Landlord's estimates, subject to adjustment as hereinafter provided in Section 7.05.

(b) "Operating Costs" shall mean the total costs and expenses incurred in operating, maintaining and managing the Shopping Center and the Common Areas (including any costs due and owing pursuant to any REA and/or ECR, including but without limitation, such maintenance, repair, replacement and remodeling as shall be required in Landlord's sole and absolute judgment to preserve the utility thereof in the same condition and status as existed at the time of completion of the original construction and installation. Without limiting the generality of the foregoing, Operating Costs shall include the costs and expenses of the following: traffic direction and control (including maintenance and repair of any stairs, elevators or escalators); planting, maintaining, replanting and replacing flowers, plants and landscaping; water and sewerage charges; the cost of operating and maintaining any private water system servicing the Shopping Center; interior and exterior painting; supplies; the operation of loudspeakers and any other equipment supplying music; illumination of the Common Areas (including maintenance of fixtures and the cost of light bulbs); illumination, maintenance, replacement and rental of signs, whether or not such signs are located on property owned by Landlord; repairs, maintenance and replacement of lighting, and other equipment and facilities; repair and replacement of roofs, roof drains, gutters and downspouts; parking lot repaving, repairing and restriping; removal of snow, ice, trash, rubbish, garbage and other refuse from the Shopping Center and common receptacles; fire protection; security costs, traffic control and policing; holiday and other decorations; property managers; special services provided for the common or joint use and benefit of all tenants; the purchase or lease of any machinery, equipment and vehicles used in connection with operation or maintenance; repair and replacement of off-site water, sanitary or storm sewer lines; all charges for utility services; special assessments paid or to be paid by Landlord; fees for audits, permits and licenses; any and all governmental impositions and surcharges paid or to be paid by Landlord; plus an administrative charge equal to twelve percent (12%).

7.05 - Adjustment to Payment

Within ninety (90) days following the end of each Lease Year or Partial Lease Year, Landlord shall furnish to Tenant a statement showing the total amount of Operating Costs for the Lease Year or Partial Lease Year just expired, the amount of Tenant's Allocable Share of Operating Costs due from Tenant for such Lease Year and the payments made by Tenant during such Lease Year pursuant to Section 7.04 above. If Tenant's Allocable Share of Operating Costs for such Lease Year shall exceed Tenant's payments so made, Tenant shall pay to Landlord the deficiency within ten (10) days after receipt of said certified statement. If Tenant's payments shall exceed Tenant's Allocable Share of Operating Costs as shown on the year-end statement, such overpayment by Tenant shall either be applied as a credit to the next succeeding monthly installment of Operating Costs, or applied to offset any then existing past due rent under this Lease. In the event of any over payment by Tenant in the last Lease Year or last Partial Lease Year, Tenant shall be entitled to receive a refund of the monies overpaid after application to any then past due rent, if any, by Tenant under this Lease.

7.06 - Payment of Extraordinary Operating Costs

If the acts or omissions of Tenant, its contractors, agents, employees or invitees, or if any particular request for additional services above what Landlord currently provides increases Operating Costs, then Tenant shall pay to Landlord, as Additional Rent, the amount of the increase with ten (10) days after notification from Landlord.
ARTICLE 8
Utilities and Trash

8.01 - Utility Lines

Tenant covenants and agrees that at all times during the term of this Lease, its use of any utility service shall never exceed the capacity of the mains, feeders, ducts, conduits and lines bringing the same to the Premises, provided, however, that Tenant may increase the capacity of the aforesaid, with Landlord's prior written approval, if Tenant pays for and performs all necessary work therefor (including maintenance and repair of same) and, provided further, that no work performed by Tenant will result in any increased expense to Landlord in any manner whatsoever.

8.02 - Responsibility for Utility Service

On or before delivery of the Premises to Tenant, Tenant shall, at its sole cost and expense, establish an account in its own name with the appropriate utility provider for the furnishing of all utilities necessary for the operation of Tenant's business at the Premises. All charges therefor and costs thereof, including usage or additional fees, shall be paid by Tenant directly, if possible, to the applicable public utility or governmental authority furnishing such service. In the event said public utility and/or government authority and/or other third party shall bill Landlord for the cost of any utility services or fees, then Tenant shall reimburse Landlord the full cost thereof, as Additional Rent, within ten (10) days after notification from Landlord or, at Landlord's option, monthly, in advance, on the first day of each month, a sum equal to Tenant's share of the cost of such utility service allocated among the tenants utilizing such utility services, based upon Landlord's estimate, subject to year end adjustment. At the end of each billing period, Landlord shall submit to Tenant a statement showing the amount of Tenant's share of such utility usage and the cost thereof and the payments made by Tenant during such period. If Tenant is found to owe Landlord costs and fees for such billing period shall exceed Tenant's payments so made, Tenant shall pay to Landlord the deficiency within ten (10) days after receipt of said certified statement. If Tenant's payments shall exceed Tenant's share of the utility or fees as shown on said certified statement, such overpayment by Tenant shall either be applied as a credit to the next succeeding monthly installment, or applied to offset any then existing past due rent under this Lease. In the event of any over payment by Tenant in the last Lease Year or last Partial Lease Year, Tenant shall be entitled to receive a refund of the monies overpaid after application to any then past due rent, if any, by Tenant under this Lease. In the event that water and sewer services are provided by way of a private entity (which may be Landlord) Tenant agrees to pay to Landlord, its share of the cost of operating, managing, maintaining, insuring and repairing those systems.

8.03 - Trash

In the event the Landlord establishes a central station trash compactor or contracts for the removal of trash at the Shopping Center, Tenant agrees to pay monthly, its equitable share of the cost based upon Landlord's estimate of Tenant's usage. It is agreed that this charge may be increased periodically as Landlord's expenses increase (including, but not limited to compactor and container cost, hauling, landfill charges, taxes or any other special charges relating to trash removal) or as the volume of Tenant's trash increases.

If Tenant has a dedicated trash container or storage area, then Tenant shall, at its sole cost and expense, be obligated to pay for the cost of the removal of any trash or refuse, and maintenance of the container and its screening. All charges therefor and costs thereof shall be paid by Tenant directly, if possible, to the applicable service provider furnishing such service. In the event said service provider and/or other third party shall bill Landlord for the removal of any trash or refuse, maintenance of the container and its screening, or any other costs associated therewith including any fines or penalties, then Tenant shall reimburse Landlord the full cost thereof with ten (10) days after notification from Landlord.

ARTICLE 9
Fixtures, Alterations, and Signs

9.01 - Installation by Tenant

Tenant shall not make or cause to be made any alterations, additions or improvements or install or cause to be installed any trade fixtures, exterior sign, floor covering, interior or exterior lighting, plumbing fixtures, shades or awnings, or make any changes to its store-front or interior decor without first obtaining Landlord's approval and consent in each instance, provided, however, that Landlord shall approve and consent to such alterations, improvements, installations and Tenant's display of such signage as shall be required by the State of New York with respect to the operation of the Premises as a dispensary of medical marijuana. Tenant shall present to Landlord plans and specifications for such work at the time approval is sought, and Landlord a design review fee of $250.00. All permitted alterations, additions or improvements shall be done in a good and workmanlike manner in compliance with all applicable laws and ordinances and shall not interfere with the conduct of Tenant's normal business. Any alteration, addition or improvement done to the Premises by Tenant without Landlord's approval shall be immediately returned to its original condition at Tenant's expense upon request by Landlord at any time. All fixtures installed by Tenant shall be new or completely reconditioned. Tenant hereby warrants that such fixtures will be free from defects in material and workmanship and designed, constructed and installed so as not to be hazardous to persons who may come on to the Premises.

9.02 - Removal and Restoration by Tenant

All alterations, additions, improvements or installations (including identity signage) made by Tenant, or made by Landlord on Tenant's behalf and at Tenant's expense, shall remain the property of Tenant for the term of this Lease. Such alterations, additions, improvements, trade fixtures and equipment shall not be removed from the Premises prior to the end of the
term hereof without the prior consent in writing from Landlord unless required by law. Upon expiration of the term of this Lease or upon Tenant's vacating the Premises upon eviction or surrender of the Premises prior to expiration of the term, all permanent leasehold improvements and fixtures or equipment permanently attached to the real estate shall become the property of the Landlord (unless, as a condition of its consent to install same, Landlord shall have required the subsequent removal thereof by Tenant). Tenant shall surrender all keys for the Premises to Landlord and shall inform Landlord of all combinations on locks, safes and vaults, if any, in the Premises. "Tenant's Personal Property" (defined in Section 12.02(b)), and Tenant's identity signage, shall be removed within five (5) days following the expiration or earlier termination of this Lease or else Landlord shall have the option of retaining or removing Tenant's Personal Property from the Premises at Tenant's expense. At Landlord's election, if Landlord chooses to retain any of the Personal Property then title to the Personal Property shall be deemed to have been transferred to Landlord and Tenant shall have no further claim or ownership interest therein. Tenant shall, at its cost and to Landlord's satisfaction, repair or cause to be repaired all damage caused by such removal.

9.03 - Signs, Awnings and Canopies

(a) To the extent permitted by law, Tenant shall install on the exterior storefront of the Premises a suitable sign of such size, design and character as Landlord shall approve in writing in its sole discretion, which shall be installed in full compliance with the provisions of Exhibit D attached hereto and made a part hereof. No other exterior signage, except such signage as shall be required by the State of New York relating to the operation of the Premises as a dispensary of medical marijuana, shall be permitted without the prior consent of Landlord.

(b) Except as permitted by Section 9.03(a) above, no signs, lights, lettering or other forms of inscription or advertising or display devices shall be displayed on the exterior of the Premises. Tenant shall not at any time display on the exterior of the Premises, or on or in any other location therein from which it may readily be seen from outside the Premises, any sign or notice of removal of Tenant or its business to any other location (except, as may be required by law or with Landlord's prior written approval, with respect to removal to another location within the Shopping Center).

ARTICLE 10

Repairs and Maintenance

10.01 - Landlord's Obligation to Repair

Landlord agrees to repair and maintain the outside walls, structure, roof and foundation of the building containing the Premises in good order and serviceable condition. Landlord shall not be required to commence any such repair until a reasonable time after written notice from Tenant that the same is necessary. There is excepted from this obligation the following, which shall be Tenant's responsibility:

(i) Repair of damage caused by the act or omission of Tenant, its employees, agents, contractors, customers, invitees or licensees;
(ii) Repair of any loading areas not used in common with others; and
(iii) Repairs which are the responsibility of Tenant in accordance with Section 10.02.

10.02 - Tenant's Obligation to Repair

(a) Tenant agrees, at its sole cost and expense, to repair and maintain the Premises in good order and condition, including but not limited to the non-structural portions of the Premises including store front, loading areas, show windows, doors, windows, plate and window glass, ceilings, floor coverings, and the plumbing, sprinkler, electric and sewerage systems, facilities, appliances, lighting fixtures and other systems and improvements located within the Premises or those exclusively serving the Premises. Tenant shall not cause or permit the heat or water servicing the Premises to be turned off or be turned down such that the real estate or the building systems shall be damaged. In addition, Tenant shall be responsible at its expense for the repair and maintenance of any other equipment or improvement located outside the Premises which is constructed or installed by Tenant or at Tenant's request. Tenant shall not use, keep, or permit to be used or kept any foul or noxious gas or substance in Tenant's Premises, or permit or suffer its Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Premises or the Shopping Center by reason of noise, odors and/or vibrations, or interfere in any way with other tenants and the conduct of their business, provided, however, nothing herein shall prohibit Tenant from using the Premises as a dispensary of medical marijuana. Tenant shall not permit any offensive odor or sound to be emitted from the Premises. Other than as may be required by law or as may be necessary for the operation of the Premises as a dispensary of medical marijuana, Tenant shall obtain Landlord's prior consent before making any repair or performing any maintenance which may adversely affect any aspect of the Shopping Center or its operation. Anything contained in this Lease to the contrary notwithstanding, Landlord shall not be obligated to repair any damage to the Premises caused by or the result of the acts or omissions of Tenant, its employees, agents or contractors.

(b) During the entire term, Landlord agrees to maintain, at Tenant's sole cost, a repair and maintenance contract with an independent HVAC contractor covering the maintenance, repair and replacement of Tenant's HVAC systems as are recommended by the manufacturer of such systems. Tenant agrees to promptly pay all amounts due for such HVAC services whether issued by Landlord or said HVAC contractors. Further, Tenant agrees during the entire term of this Lease to use the sprinkler service company and fire alarm company approved by Landlord for any repairs or maintenance required for Tenant's sprinkler system, provided that the cost thereof at all times shall be reasonable.

(c) If Tenant fails to comply with this Section 10.02, or if repairs are required to be made by Tenant pursuant to the terms hereof, Landlord may demand (but shall not be required to do so) that Tenant comply or make the repairs forthwith, and if
Tenant refuses or neglects to comply or commence such repairs and complete the same with reasonable dispatch after such demand, Landlord may exercise self-help to make or cause such repairs to be made, subject to the limitations on Landlord’s access provided herein, and shall not be responsible to Tenant for any loss or damage that may accrue to its stock or business by reason thereof. If Landlord exercises self-help, Tenant agrees that it will, within ten (10) days after receipt of an invoice from Landlord, pay as Additional Rent to Landlord, the cost thereof plus a twelve percent (12%) administrative charge.

10.03 - Article Not Applicable to Fire or Condemnation

The provisions of this Article shall not apply to the repair of damage caused by fire or casualty, which matter is covered under Article 13 below, nor shall these provisions apply to a taking under the power of Eminent Domain, which matter is covered under Article 14 below.

10.04 - Hazardous Materials

Tenant shall, at all times, comply with all local and federal laws, rules and regulations governing the use, handling and disposal of Hazardous Materials in the Premises including, but not limited to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et. seq. (42 U.S.C. Section 6903) and any additions, amendments, or modifications thereto. As used herein, the term “Hazardous Materials” shall mean any hazardous or toxic substance, material or waste including but not limited to petroleum products, which is, or becomes, regulated by any local or state government authority in which the Premises is located or the United States Government, but not including marijuana. Subject to the limitations on Landlord’s access provided herein, Landlord and its agents shall have the right, but not the duty, to inspect the Premises at any time to determine whether Tenant is complying with the terms of this Section. If Tenant is not in compliance with this Section, Landlord shall have the right, subject to the limitations on Landlord’s access provided herein, to immediately enter upon the Premises and take whatever actions reasonably necessary to comply including, but not limited to, the removal from the Premises of any Hazardous Materials and the restoration of the Premises to a clean, neat, attractive, healthy and sanitary condition. Tenant shall pay all such costs incurred by Landlord within ten (10) days of receipt of a bill therefor, plus a twelve percent (12%) administrative charge.

ARTICLE 11

Indemnity

11.01 - Indemnity

Tenant hereby agrees to indemnify Landlord, Landlord's Managing Agent, their respective partners, members, and employees, and such other persons who are in privity of estate with Landlord (collectively, and individually, “Landlord’s Parties”), defend and save them harmless from and against any and all claims, actions, damages, liabilities and expenses of any kind or nature whatsoever arising from or out of any occurrence in, upon or at the Premises, or occasioned at the Shopping Center wholly or in part by any act or omission of Tenant, its agents, contractors, employees, lessees, invitees or concessionaires. However, nothing herein shall be deemed to relieve Landlord of liability for its acts, omissions or negligence or the acts omissions or negligence of Landlord’s agents, employees or contractors and Landlord hereby indemnifies and agrees to hold Tenant harmless from and against any and all claims, actions, damages, liability and expense in connection with the loss of life, personal injury and/or damage to property arising from or out of such acts, omissions or negligence. In case Landlord’s Parties shall be made a party to any litigation commenced by or against Tenant or by a third party as a result of Tenant’s actions or failure to act, then Tenant agrees to protect and hold Landlord’s Parties harmless and to pay all costs, expenses and reasonable attorney’s fees incurred or paid by such parties in connection with such litigation.

Tenant will further defend and save them harmless Landlord from and against any and all claims, actions, damages, liabilities and expenses of any kind or nature whatsoever, including but not limited to attorneys fees and court costs, arising from or out of Tenant’s use of or at the Premises, including but not limited to Tenant’s failure to comply with any federal, state, local or other laws applicable to Tenant’s use as described in Section 1.04.

ARTICLE 12

Insurance

12.01 - Liability Insurance

At all times during the term of this Lease, Tenant shall, at its sole cost and expense, maintain commercial general liability insurance with limits of not less than Two Million Dollars ($2,000,000.00) general aggregate, One Million Dollars ($1,000,000.00) per occurrence, naming the Landlord and its managing agent as additionally insured parties, against claims for personal and bodily injury, advertising injury, death, and property damage occurring on, in or about the Premises, and including contractual liability coverage. In the event that Tenant shall not have delivered to Landlord a policy or declaration page evidencing the additional insured endorsement within fifteen (15) days prior to entering the Premises or fifteen (15) days prior to the expiration dates of each expiring policy, Tenant shall pay to Landlord, as liquidated damages, the sum of One Hundred Dollars per day, as Additional Rent, until the policy or declaration page shall have been delivered to Landlord and/or Landlord may obtain such insurance as it may reasonably require to protect its interest, and the cost for such policies shall be paid by Tenant to Landlord as Additional Rent upon demand plus a twelve percent (12%) administrative charge.
12.02 - Special Cause of Loss Form and Difference in Conditions Insurance

(a) At all times during the term of this Lease, Landlord shall keep all Permanent Improvements, as hereinafter defined, insured for the benefit of Landlord against loss or damage by risks now or hereafter embraced by “Special Cause of Loss Form” and “Difference in Conditions” coverages and against such other risks as Landlord from time to time reasonably may designate in amounts sufficient to prevent Landlord from becoming a co-insurer under the terms of the applicable policies. In any event, the amount applicable to such policies shall be not less than ninety percent (90%) of the “Then Full Replacement Cost” (being the cost of replacing the Permanent Improvements exclusive of the costs of excavations and footing below the lowest grade level). The Then Full Replacement Cost shall be determined from time to time (but not more frequently than once in any twelve (12) calendar months) by an appraiser, architect or other person or firm designated by Landlord.

(b) The Permanent Improvements for purposes of this Section 12.02 shall be deemed to mean the building in which the Premises is situate, the appurtenances thereto and the equipment and other improvements constructed by Landlord and Tenant. Such Permanent Improvements shall exclude, however, Tenant’s merchandise, trade fixtures, furnishings, equipment, wall covering, carpeting, drapes, and all personal property (collectively “Tenant’s Personal Property”). Tenant shall provide Landlord with a certificate setting forth the cost of Tenant’s Work no less than fifteen (15) days prior to the Term Commencement Date.

(c) At all times during the term of this Lease, Tenant shall keep all of Tenant’s Personal Property situated at or on the Premises, insured with “Special Cause of Loss Form”, “Differences in Conditions”, and “Plate Glass” coverages for not less than the full replacement cost thereof, with any deductible not to exceed One Thousand and 00/100 Dollars ($1,000.00).

12.03 - Insurance on Common Areas

At all times during the term of this Lease, Landlord shall keep the Common Areas insured for personal injury and property damage liability, “Special Cause of Loss Form” and “Difference in Conditions” property coverage, Worker’s Compensation, employer’s liability and any other casualty or risk insurance which Landlord or Landlord’s insurance carrier deems necessary or appropriate.

12.04 - Increase in Fire Insurance Premium

Tenant covenants and agrees to promptly pay to Landlord as Additional Rent, upon demand, the amount of any increase in the rate of insurance on the Premises or on any other part of the Shopping Center that results by reason of Tenant’s act(s) or Tenant’s permitting certain activities to take place other than Tenant’s use of the Premises as a dispensary of medical marijuana.

12.05 - Tenant to Share Insurance Costs

(a) Tenant agrees to pay Landlord, as Additional Rent, monthly, in advance, on the first day of each month, one twelfth (1/12th) of the amount estimated by Landlord of the insurance premiums separately assessed against the Premises together with one twelfth (1/12th) of Tenant’s Allocable Share of the amount estimated by Landlord of insurance premiums relating to the Common Areas. However, if insurance premiums are not separately assessed against the Premises, Tenant shall pay to Landlord, as Additional Rent, one twelfth (1/12th) of Tenant’s Allocable Share of the amount estimated by Landlord of Landlord’s Tract insurance premiums. If the total amount paid by Tenant under this Section 12.05 for any insurance year during the term of this Lease is less than the actual amount due from Tenant for such year as shown on such bill, Tenant shall pay to Landlord the deficiency within ten (10) days after demand therefor by Landlord. If the total amount paid by Tenant for any insurance year exceeds the amount due from Tenant for such year, the overpayment by Tenant shall either be applied as a credit to the next succeeding monthly installment, or applied to offset any then existing past due rent under this Lease. In the event of any over payment by Tenant in the last Lease Year or last Partial Lease Year, Tenant shall be entitled to receive a refund of the monies overpaid after application to any then past due rent, if any, by Tenant under this Lease. For the insurance years in which this Lease commences and terminates, the provisions of this paragraph shall apply and Tenant’s liability for its Allocable Share of any insurance for such year shall be subject to a pro rata adjustment based on the number of days of said years during which the term of this Lease is in effect. Amounts due from Tenant shall also include an administrative charge equal to twelve percent (12%).

(b) Tenant agrees that upon the Term Commencement Date, Tenant shall pay to Landlord, as Additional Rent and within ten (10) days after receipt of a bill therefor, the amount of Tenant’s Allocable Share of insurance premiums for the then current policy period which have been previously paid by Landlord. Such amount shall be calculated on the basis of the number of days (from the Term Commencement Date) remaining in such policy period and shall be in addition to the amounts due pursuant to Section 12.05(a) above.

12.06 - Waiver of Subrogation

Each party releases and waives on behalf of itself and on behalf of the insurers of such party’s property, any and all claims and any rights of subrogation of any such insurer against the other party, its employees and agents for loss (other than loss or damage resulting from the willful act of such other party, its employees and agents) sustained from any peril to property required to be insured against herein, whether or not such insurance is actually in force, or from any peril to property actually insured against, though not required to be under this Lease. The policies of the respective parties shall contain an express waiver of subrogation to this effect. To the extent Tenant self-insures, Tenant agrees that it will be bound by the provisions of this Section 12.06 and waives subrogation regardless.

12.07 - Policies

All insurance provided in this Article 12 shall be effected under valid and enforceable policies issued by insurers of recognized responsibility which are licensed to do business in the state in which the Shopping Center is located. All of Tenant’s
policies of insurance as required in this Article 12 shall, by policy endorsements, name Landlord and Tenant as insureds, as their respective interests may appear. Tenant agrees that such policies should also be made payable, if required by Landlord, to a mortgagee or ground lessor, as the interest of such mortgagee or ground lessor now appear. The loss, if any, under any policies provided for hereunder may be adjusted by the insurer that such policy shall not be terminated, cancelled or reduced in coverage without at least thirty (30) days prior written notice to Landlord and to any mortgagee or ground lessor to whom a loss thereunder is payable. The minimum limits of coverage for all of Tenant’s policies of insurance required by this Article 12 shall be increased by Tenant if reasonably required by Landlord.

12.08 - Excess Coverage

Where by the terms of this Lease either party is required to obtain insurance against a specified risk or on specific property and that party suffers a loss of the type which they are required to so insure, then that party’s insurance shall be deemed primary and the other party’s coverage shall be non-contributing and apply on an excess basis only.

ARTICLE 13

Damage by Fire, Etc.

13.01 - Restoration of Premises

(a) The parties hereto mutually agree that if the Premises are partially or totally destroyed or damaged by fire or other casualty, then Landlord (subject to being able to obtain all necessary permits and approvals therefor) shall repair and restore the structure of the Premises as soon as is reasonably practicable to substantially the same condition in which the Premises existed before such damage; provided that if the insurance proceeds collected or collectible and available to Landlord to pay the cost of such repairs and restorations by Landlord as a consequence of such destruction or damage are less than the cost of such repairs and restoration as estimated by Landlord’s architect, Landlord shall not be obligated to commence or perform such repairs and restorations, and this Lease upon notice by Landlord to Tenant shall at the option of Landlord terminate unless Tenant undertakes (in form and upon terms satisfactory to Landlord) to pay the difference between such estimated cost and such insurance proceeds. If, however, the Premises or other portions of the Shopping Center are completely destroyed or so damaged that Landlord cannot reasonably restore or rebuild in six (6) months to substantially the same condition which existed before such damage, then Landlord at its option, shall not be required to rebuild or restore, and this Lease may be terminable by Landlord serving written notice upon Tenant. In any event, if repairs have not been commenced within sixty (60) days after the date on which Landlord receives the insurance proceeds and necessary permits and approvals, this Lease may be terminated by Tenant serving notice upon Landlord following the expiration of such sixty (60) days, but in no event may Tenant terminate this Lease after such repairs have been commenced by Landlord. Notwithstanding the foregoing, Landlord shall not be obligated to repair any damage to the Premises caused by or the result of the acts or omissions of Tenant, its employees, agents or contractors.

(b) In the event the Premises are completely or partially destroyed or so damaged by fire or other hazard that the Premises cannot be reasonably used by Tenant or can only be partially used by Tenant and this Lease is not terminated as above provided, there shall be no abatement of rent, it being understood and agreed that Tenant at its discretion, cost and expense shall procure business interruption insurance with gross earnings coverage form and extra expense coverage form as may be necessary to protect itself against any losses from interruption of its business.

13.02 - Restoration During Last Two Years

Anything in Section 13.01 to the contrary notwithstanding, if, within two (2) years prior to the expiration of the initial term or at any time during any renewal term (if any) of this Lease the Premises shall be damaged or destroyed by fire or otherwise and the estimated cost of restoration exceeds Fifty Thousand and 00/100 Dollars ($50,000.00), Landlord shall be under no obligation to repair and restore the Premises, and at the election of Landlord by notice to Tenant this Lease shall terminate.

13.03 - Tenant’s Obligation Upon Restoration

In the event of damage or destruction to the Premises and unless this Lease is terminated by Landlord or Tenant as provided in this Article 13, Tenant shall, as soon as possible, repair, redecorate and refit the Premises and restock the contents thereof in a manner and to at least a condition equal to that existing prior to its destruction or casualty, and reopen the entire Premises for business.
ARTICLE 14
Eminent Domain

14.01 - Eminent Domain

If the Premises, or such portion thereof as to render the balance wholly unsuitable for the purpose of Tenant, shall be taken by condemnation or the right of Eminent Domain, or by agreement between Landlord and those authorized to exercise such right (collectively the "Condemnation Proceedings"), either party upon written notice to the other shall be entitled to terminate this Lease provided that such notice is given not later than thirty (30) days after Tenant has been deprived of possession or use by such taking. Should the net amount so awarded to and received by Landlord be insufficient to cover the cost of restoring the Premises as estimated by Landlord’s architect, Landlord may, at its election, supply the amount of such insufficiency and restore the Premises, as above provided, or terminate this Lease. Should any part of the Premises be so taken and should this Lease not be terminated in accordance with the foregoing provisions, Landlord agrees to promptly after receipt of the award expend as much as may be necessary of the net amount which has been awarded to and received by it in such Condemnation Proceedings in restoring the Premises to an architectural unit as nearly like its condition prior to such taking as shall in the judgment of Landlord be practicable, with an equitable adjustment to be made in Fixed Annual Minimum Rent and a corresponding reduction in Annual Minimum Gross Sales. Where Tenant has not already exercised any right of termination under this Section 14.01, Landlord shall notify Tenant of Landlord’s election within ninety (90) days after the final determination of the amount of the award.

14.02 - Landlord Entitled to Award

Out of any award for any such taking of the Premises or any part thereof, Landlord shall be entitled to receive and retain the amounts awarded for such Premises, except that Tenant shall be entitled to receive and retain only amounts which may be specially awarded to it in any such condemnation proceedings because of the taking of its trade fixtures and its leasehold improvements which have not become a part of the realty, and such business loss as Tenant shall specifically and separately establish, but not otherwise. It is understood in the event of the termination of this Lease as aforesaid, Tenant shall have no claim against Landlord or the condemning authority for the value of any unexpired term of this Lease and no right or claim to any part of the award on account thereof. Tenant hereby waives each such claim or right and assigns any such claim or right to Landlord. Tenant may separately pursue the condemning authority for moving expenses, the taking of personal property of Tenant, any improvements constructed and paid for by Tenant, or for the interruption or damage to Tenant’s business, provided, however, that the same does not thereby diminish Landlord’s award.

ARTICLE 15
Bankruptcy and Default Provisions

15.01 - Events of Default and Conditional Limitation

(a) If at any time prior to or during the term any one or more of the following events shall occur, each such event shall constitute an "event of default":

(i) Tenant or Tenant’s Guarantor, if any, makes an assignment for the benefit of its creditors;
(ii) Tenant or Tenant’s Guarantor, if any, becomes insolvent;
(iii) The leasehold estate hereby created in Tenant is taken on execution by any other process of law;
(iv) Any petition is filed against Tenant or Tenant’s Guarantor, if any, in any court, whether or not pursuant to any bankruptcy, reorganization, composition extension, arrangement or insolvency proceedings, and Tenant or Tenant’s Guarantor is thereafter adjudicated bankrupt, or such petition is approved by the Court, or the Court assumes jurisdiction of the subject matter and such proceedings are not dismissed within sixty (60) days after the institution of the same; or any such petition is so filed by Tenant, or Tenant’s Guarantor;
(v) In any proceedings, a receiver or trustee is appointed for Tenant’s property or the property of Tenant’s Guarantor and such receivership or trustship is not vacated or set aside within sixty (60) days after the appointment of such receiver or trustee;
(vi) There is a transfer or an attempted transfer of this Lease or of Tenant’s interest thereof in violation of the restrictions set forth in Article 17 of this Lease;
(vii) Tenant abandons the Premises or otherwise fails to fully perform the obligations contained in Sections 6.01 and 6.02 of this Lease following ten (10) days written notice of such abandonment or failure;
(viii) Tenant fails to pay any installment or portion of the Fixed Annual Minimum Rent, Additional Rent or any other charge, when the same becomes due and payable, and such failure continues for five (5) days after notice from Landlord;
(ix) If Tenant shall fail to timely deliver to Landlord any Subordination Agreement or any Estoppel Certificate, as required hereunder;
(x) If Tenant shall be in default of any other lease that Tenant is a party to with Landlord or an affiliate of Landlord;
(xi) If Tenant shall violate its permitted use of the Premises as described in Section 1.03 of this Lease and such failure continues for five (5) days after notice from Landlord;
(xii) Tenant fails to perform or observe any other requirement of this Lease (not hereinafter specifically referred to) on the part of Tenant to be performed or observed and such failure continues for fifteen (15) days after receipt of notice from Landlord to Tenant.

(b) This Lease and the term are expressly subject to the conditional limitation that upon the happening of any one or more of the aforementioned events of default, Landlord, in addition to the other rights and remedies it may have, shall have the
right to immediately declare this Lease terminated and the term ended, in which event all of the right, title and interest of Tenant hereunder shall wholly cease and expire upon service by Landlord of a Notice of Termination. Tenant shall then quit and surrender the Premises to Landlord in the manner and under the conditions as provided for under this Lease, but Tenant shall (i) not be relieved of any liability or obligation accruing prior to the effective date of said termination and (ii) remain liable as hereinafter provided. Any deposit of moneys to Landlord’s lockbox received after the due date does not estop Landlord’s right to declare a default or terminate this Lease.

(c) If the Landlord shall not be permitted to terminate this Lease as hereinabove provided because of Title 11 of the United States Code, as amended, relating to Bankruptcy (the “Bankruptcy Code”), this Tenant or any trustee for Tenant agrees promptly, within no more than fifteen (15) days after the receipt of Landlord to the Bankruptcy Court, to assume or re-accept this Lease, and Tenant agrees not to seek or request any extension or adjournment of any application to assume or re-accept this Lease so made by Landlord. In such event, Tenant or any trustee for Tenant may only assume this Lease if it (1) cures or provides adequate assurance that the trustee will promptly cure any default hereunder, (2) compensates or provides adequate assurance that the Tenant will promptly compensate Landlord for any actual pecuniary loss to Landlord resulting from Tenant’s default, and (3) provides adequate assurance of future performance under this Lease by Tenant. In no event after the assumption of this Lease by Tenant or any trustee for Tenant shall any then existing default remain uncured for a period in excess of ten (10) days. Adequate assurance of future performance of this Lease shall include, without limitation, adequate assurance of payment of the Annual Minimum Rent and Additional Rent required to be paid to Landlord hereunder, and (b) that the assumption or any permitted assignment of this Lease will not constitute a breach of any provision of this Lease. In order to adequately assure the source of payments due under this Lease in such event, each person owning, directly or indirectly, individually or through one or more entities, a five percent (5%) or greater interest in Tenant or any assignee, whether through ownership of stock, partnership interest or otherwise, shall personally guarantee the obligations of Tenant hereunder by executing a Guaranty Agreement in form and substance as set forth in Exhibit F attached hereto.

15.02 • Landlord’s Remedies

(a) If this Lease shall be terminated as provided in Section 15.01, Landlord or Landlord’s agents or employees may immediately or at any time thereafter re-enter the Premises and remove therefrom Tenant, its agents, employees, licensees, and any sub-tenants or other persons, firms or corporations, and all or any of its or their property therefrom, either by summary dispossessions proceedings or by any available action or proceedings at law, in equity or by force, self-help or otherwise, without being liable to indictment or prosecution for damages therefor, and repossess and enjoy the Premises, together with all alterations, additions and improvements thereto. Landlord, in the event of such re-entry and repossession, may store Tenant’s Personal Property in a public warehouse or elsewhere at the cost of and for the account of Tenant and at Landlord’s option, all right, title and interest in the Personal Property shall thereafter transfer to Landlord without liability.

(b) In case of any such termination, re-entry or dispossess by summary proceedings or otherwise, the rents and all other charges required to be paid up to the time of such termination, re-entry or dispossess, shall be paid by Tenant, and Tenant also shall pay to Landlord all expenses which Landlord may then or thereafter incur for legal expenses, attorney’s fees, brokerage commissions, and all other costs paid or incurred by Landlord as the result of such termination, re-entry or dispossess, and for restoring the Premises to good order and condition and for altering and otherwise preparing the same for reletting and for reletting thereof. Landlord may elect to but shall not be required to by law or otherwise, at any time and from time to time, relet the Premises, in whole or in part, for any rental then obtainable either in its own name or as agent of Tenant, for a term or terms which, at Landlord’s option, may be for the remainder of the then current term of this Lease or for any longer or shorter period.

(c) If this Lease be terminated as aforesaid, Tenant nevertheless covenants and agrees notwithstanding any entry or re-entry by Landlord whether by summary proceedings, termination or otherwise, to pay and be liable for on the days originally fixed herein for the payment thereof, amounts equal to the several installments of Fixed Annual Minimum Rent, and Additional Rent reserved as they would, under the terms of this Lease, become due if this Lease had not been terminated or if Landlord had not entered or re-entered as aforesaid, and whether the Premises be relet or remain vacant in whole or in part or for a period less than the remainder of the term, and for the whole thereof. In the event the Premises be relet by Landlord, Tenant shall be entitled to a credit (but not in excess of the Fixed Annual Minimum Rent, and Additional Rent reserved under the terms of this Lease) in the net amount of rent received by Landlord in reletting the Premises after deduction of all expenses and costs incurred as aforesaid in reletting the Premises and in collecting the rent in connection therewith. At any time after the termination of this Lease, in lieu of collecting any monthly deficiencies, or any further monthly deficiencies, as aforesaid, Landlord shall, at Landlord’s option, be entitled to recover from Tenant, in addition to any other relief, such sums as at the time of such termination represent: (i) the unamortized costs of Landlord’s leasehold improvements (including, but not limited to, any costs of design, materials and construction) within the Premises and any brokerage and/or other fees paid by Landlord in connection with this Lease, as such costs shall have been amortized over the term of this Lease at an interest rate of ten percent (10%), or (ii) the amount of the then present value of the total Fixed Annual Minimum Rent, and Additional Rent and other benefits which would have accrued to Landlord under this Lease for the remainder of the Lease term, as if this Lease had been fully complied with by Tenant, less any monthly deficiencies for such period previously paid to Landlord by Tenant. Suit or suits for the recovery of the deficiency or damages referred to in this Subsection 15.02(c) or for any installment or installments of Fixed Annual Minimum Rent, or Additional Rent hereunder, or for a sum equal to any such installment or installments, may be brought by Landlord at once or from time to time at Landlord’s election, and nothing in this Lease shall be deemed to require Landlord to await the date when the Lease or the term hereof would have naturally expired had there been no such default by Tenant or no such termination. Each right and remedy of Tenant set forth in this Lease shall be the sole remedy unless expressly stated otherwise. Each right and remedy of Landlord provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity, by statute or otherwise.

In addition to Landlord’s remedies set forth in this Article 15, Landlord also reserves the right to recover from Tenant damages without terminating this Lease, in an amount representing: (i) the unamortized costs of Landlord’s leasehold
improvements (including, but not limited to, any costs of design, materials and construction) within the Premises and any brokerage and/or other fees paid by Landlord in connection with this Lease, as such costs shall have been amortized over the term of this Lease at an interest rate of ten percent (10%), or (ii) the amount of the then present value of the total Fixed Monthly Minimum Rent, and Additional Rent and other benefits which would have accrued to Landlord under this Lease for the remainder of the term if the Lease terms had been fully complied with by Tenant.

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

(d) For the purpose of this Section 15.02, it shall be deemed that the Gross Sales for any period after any such default and entry by Landlord would have been at the monthly amount thereafter equal to the highest annual average under this Lease within the three (3) Lease Years (or lesser number of Lease Years since the Term Commencement Date) immediately preceding the date of such entry.

(e) Tenant hereby expressly waives, so far as permitted by law, the service of any notice of intention to re-enter provided for in any statute, or of the institution of legal proceedings to that end, and Tenant, for and on behalf of itself and all persons claiming through or under Tenant, also waives any and all right of redemption or re-entry or repossession by Tenant or in case of any expiration or termination of this Lease, Landlord and Tenant and those claiming under Tenant, so far as permitted by law, waive and will waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant and those claiming under Tenant, Tenant's use or occupancy of the Premises, or any claim or injury or damage. The terms "enter," "re-enter," "entry," or "re-entry" as used in this Lease are not restricted to their technical legal meaning.

(f) Intentionally Deleted.

(g) Intentionally Deleted.

(g) No failure by Landlord to insist upon the strict performance of any covenant, agreement, term or condition of this Lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent during the continuance of any such breach, shall constitute a waiver of any such breach or of such covenant, agreement, term and condition, and this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

(h) In the event of any breach or threatened breach by Tenant of any of the covenants, agreements, terms or conditions contained in this Lease, Landlord shall be entitled to enjoin such breach or threatened breach and shall have the right to invoke any right or remedy allowed at law or in equity, by statute or otherwise.

ARTICLE 16
Mechanics' Liens

16.01 - Mechanics' Liens

(a) If any mechanics' liens shall be filed against the Premises or any portion of the Shopping Center based upon any act of Tenant or anyone claiming through Tenant, Tenant shall hold Landlord harmless from all damages, claims and expenses arising therefrom, and Tenant, after notice from Landlord (or any person in privity of estate with Landlord), shall forthwith commence such action by bonding, deposit, payment or otherwise as will remove or satisfy such lien within fifteen (15) days. In the event Tenant does not remove or satisfy said lien within said fifteen (15) day period, Landlord shall have the right to do so by posting a bond or undertaking, and Tenant agrees to reimburse Landlord for any and all expenses incurred by Landlord in connection therewith plus a an administrative charge equal to twelve percent (12%) within ten (10) days after receipt by Tenant of Landlord's invoice therefor. These expenses shall include but not be limited to filing fees, legal fees and bond premiums.

(b) Nothing in this Article 16 shall be deemed or construed as (i) Landlord's consent to any person, firm or corporation for the performance of any work or services or the supply of any materials to the Premises or any improvement thereon, or (ii) giving Tenant or any other person, firm or corporation any right to contract for or to perform or supply any work, services or materials that would permit or give rise to a lien against the Premises or any part thereof.
ARTICLE 17

Assignments, Subleases and Other Transfers of Tenant’s Interest

17.01 - Limitations on Tenant’s Rights

(a) Neither this Lease nor the interest of Tenant in this Lease or the Premises shall be sold, assigned, transferred, mortgaged, pledged, hypothecated or otherwise disposed of, whether by operation of law or otherwise, nor shall the Premises or any part thereof be sublet or subject to any license or concession without the prior written consent of Landlord in each instance.

The sale or transfer of either stock or membership interest constituting a controlling interest in Tenant or Tenant’s Guarantor shall be considered for the purpose of this Lease to be an assignment, and likewise shall require Landlord’s prior written consent, except where Tenant or Tenant’s Guarantor is a corporation having its shares traded on the New York, American or Over-The-Counter stock exchange. Similarly, if Tenant is a partnership or limited liability company, the interest of any partner or member shall not be transferred without Landlord’s prior written consent. For the purposes of this Lease, the entering into of any management agreement or any similar agreement which transfers control of the business operations of Tenant in the Premises shall be treated as an assignment of this Lease and shall require Landlord’s prior written consent. Any attempted transfer, assignment, subletting, license or concession agreement, hypothecation or other transfer herein which is prohibited without Landlord’s prior written consent shall be void and confer no rights upon any third party.

Should Tenant request Landlord’s consent to a proposed assignment of this Lease or a subletting of all or part of the Premises, or any other transfer herein requiring Landlord’s consent, Landlord, without waiving its right to consent, shall have the right at Landlord’s option to (i) recapture all or any part of the Premises by written notice given to Tenant within thirty (30) days after Landlord’s receipt of Tenant’s request for Landlord’s consent; or (ii) require that Tenant execute and deliver to Landlord an agreement whereby Tenant obligates itself, as Additional Rent, to pay over to Landlord the amount, if any, of all rent, Additional Rent and any other consideration paid by such assignee or sublessee to Tenant pursuant to such assignment or sublease which is in excess of the Fixed Monthly Minimum Rent and Additional Rent due and payable from time to time from Tenant to Landlord pursuant to this Lease. If Landlord exercises its right to recapture the entire Premises, this Lease shall be cancelled and terminated as of the date that is proposed by Tenant for the requested transfer as fully and effectively as if such date were the date originally specified herein for the expiration of this Lease. If this Lease shall be cancelled with respect to less than the entire Premises, the Fixed Annual Minimum Rent reserved herein shall be pro-rated on the basis of the number of leasable square feet retained by Tenant in proportion to the number of leasable square feet contained in the Premises and this Lease shall continue thereafter in full force and effect with respect to the portion of the Premises retained by Tenant and the parties shall execute an amendment of this Lease to provide for the reduction in square footage and rental. Landlord shall divide the Premises and separate any necessary utilities and building systems at Tenant’s cost and expense.

(b) No permitted assignment made shall be effective until there shall have been delivered to Landlord (i) an agreement, in recordable form, executed by Tenant and the proposed assignee, wherein such assignee assumes due performance of the obligations on Tenant’s part to be performed under this Lease to the end of the term hereof and (ii) the written consent to such assignment by the holder of any fee or leasehold mortgage affecting the Premises to which this Lease is then subject shall have been obtained and delivered to Landlord if so required by the terms of such mortgage or by a collateral document securing the same obligations as are secured by such mortgage.

(c) Any assignment of this Lease or any sublease affecting the Premises or any other permitted transfer hereunder shall be subject and subordinate to the full terms and conditions of this Lease, including the permitted or restricted use of the Premises. Regardless of either the assumption by any assignee or sublessee of due performance or Landlord’s acceptance of rent or other charges from such assignee, sublessee or other transferee, Tenant shall not be released but shall continue to be fully responsible for the due performance of Tenant’s obligations hereunder in the same manner and to the same extent as if no such transfer had been made.

17.02 - Effect of Landlord’s Consent

(a) Any consent by Landlord to a sale, assignment, sublease, mortgage, pledge, license, concession, hypothecation, or transfer of this Lease, shall apply only to the specific transaction thereby authorized and shall not relieve Tenant from the requirement of obtaining prior written consent of Landlord to any further sale, assignment, sublease, mortgage, pledge, hypothecation, or transfer of this Lease. When the consent of Landlord is required pursuant to Section 17.01(a) above, contemporaneously with the request of Consent thereof, Tenant shall (i) submit in writing information reasonably sufficient to enable Landlord to make a decision with respect thereto, and (ii) deliver to Landlord $500.00 as a document review fee. The acceptance of rent from any other person or entity shall not be deemed to be a waiver of any of the provisions of this Lease or to be a consent to any assignment of this Lease or subletting of the Premises or sale of the business of Tenant at the Premises.

(b) With respect to any of the consents requested by Tenant, whether or not the Landlord shall have consented thereto, Tenant shall pay to Landlord, within ten (10) days after demand, all reasonable counsel fees and disbursements and all other expenses incurred by the Landlord in connection therewith.
ARTICLE 18

Compliance with Governmental Orders

18.01 - Tenant to Comply

(a) Tenant, at its own expense, shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the federal, state and local governments and any and all other departments and bureaus applicable to the Premises or to the business conducted by Tenant at the Premises, whether ordinary, extraordinary, foreseen or unforeseen ("Government Orders"). In addition, Tenant, at its own expense, shall comply promptly with and execute all rules, orders, regulations and recommendations of the Board of Fire Underwriters, Rating Board and Landlord and Tenant's insurance companies with respect to the prevention of fires and the exposure of liability risks ("Insurance Matters"). Tenant, at its own expense, shall furnish and maintain in good order an adequate number and type of fire extinguishers and smoke detectors on the Premises at all times.

(b) To comply with the provisions of the Executive Order 13224 entitled "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", Tenant hereby certifies to Landlord that:

(i) it is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; and

(ii) it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity, or nation.

18.02 - Failure to Comply

In case Tenant fails or neglect to comply with any of the Government Orders or Insurance Matters as required of Tenant pursuant to Section 18.01(a) above, then Landlord or its agent may enter the Premises and make such repairs and comply with any and all of the Government Orders or Insurance Matters at the cost and expense of Tenant. Tenant shall reimburse Landlord, as Additional Rent, Landlord's costs and expenses plus an administrative charge in the amount of twelve percent (12%) within ten (10) days after demand therefor.

ARTICLE 19

Subordination, Mortgagee's Rights and Assignment of Rents

19.01 - Subordination

(a) The rights and interest of Tenant under this Lease shall be subject and subordinate to the REA and/or ECR and any ground lease, mortgage or trust deed now or hereafter placed upon any portion of the Shopping Center, and to any advances made thereunder, and to the interest thereon, and to all renewals, modifications, consolidations, replacements, extensions and refinancings thereof provided the future holder of any ground lease, mortgage or deed of trust shall provide to Tenant a subordination, non-disturbance and attornment agreement from in reasonable form providing that so long as Tenant shall not be in default of this Lease, Tenant's interest shall not be disturbed (the "Tenant SNA"). Tenant agrees that any ground lessor, mortgagee or trustee may elect to give the rights and interest of Tenant under this Lease priority over the lien of its ground lease, mortgage or trust deed. In the event of such election, the rights and interests of Tenant under this lease automatically shall have priority over the lien of said ground lease, mortgage or trust deed, and in addition, any instrument or instrument shall be necessary or required. However, Tenant agrees to execute and deliver to Landlord, without charge and within fifteen (15) days after request therefor and upon receipt of the duly executed SNA, such instrument(s) as may be requested by any such ground lessor, mortgagee, or trustee for such purposes (any such instrument(s) are hereinafter referred to as "Subordination Agreement"). In the event Tenant fails to timely execute and deliver to Landlord, any such Subordination Agreement in the form acceptable to any such ground lessor, mortgagee, or trustee and such failure causes damage to Landlord, Tenant shall be liable for all penalties or increased costs (including attorney's fees) resulting from Tenant's failure.

(b) The Premises are demised subject and subordinate to all encumbrances, and other matters of public record, if any, and all restrictions, covenants, zoning laws and governmental or any other regulations, now or hereafter affecting or governing the Shopping Center, provided that the use of the Premises as permitted herein shall not be prohibited thereby.

19.02 - Mortgagee's Rights

(a) So long as any such ground lease, trust deed or mortgage shall remain a lien on any portion of the Shopping Center, Tenant agrees, simultaneously with the giving of any notice to Landlord which is required to be given by this Lease, to give a duplicate copy thereof to the respective ground lessor, mortgagee or trustee. Landlord agrees to notify Tenant of any ground lessor, mortgagee or trustee to whom such notice must be sent. Further, Tenant agrees that if Landlord defaults in its performance of any of the covenants under this Lease and if such default entities Tenant to terminate this Lease, the ground lessor, mortgagee or trustee may cure said default within a reasonable period of time beyond any time period required of Landlord, and, if necessary, be permitted entry upon the Premises for the purpose of curing any such default. The giving of any such notice to Landlord shall not be properly given under the terms of this Lease and shall be of no force and effect until a duplicate copy thereof shall also have been given to the ground lessor, mortgagee or trustee pursuant to this Section 19.02.
(b) Except as may be specifically provided otherwise in any mortgage on the Shopping Center, the parties hereto mutually agree that so long as any ground lease, mortgage or trust deed shall be a lien upon the Premises, they will not reduce the rents below that provided for in this Lease, provide for payments of rent prior to the time hereinafter provided for, nor terminate this Lease prior to the end of the term, except as otherwise provided in this Lease, without first obtaining the written consent of the ground lessor, mortgagee or trustee, and that any such proposed modification or termination without the written consent of said ground lessor, mortgagee or trustee shall be void as against said ground lessor, mortgagee or trustee.

19.03 - Assignment of Rents

(a) With reference to any assignment by Landlord of Landlord’s interest in this Lease, or the rents payable hereunder, conditional in nature or otherwise, which assignment is made to the holder of a mortgage or ground lease on property which includes the Premises. Tenant agrees:

(i) That the execution thereof by Landlord, and the acceptance thereof by the holder of such mortgage or the ground lessor, shall never be treated as an assumption by such holder or ground lessor of any of the obligations of Landlord hereunder, unless such holder or ground lessor shall, by notice sent to Tenant, specifically otherwise elect; and

(ii) that except as aforesaid, such holder or ground lessor shall be treated as having assumed Landlord’s obligations hereunder only upon foreclosure of such holder’s mortgage and the taking of possession of the Premises, or, in the case of a ground lessor, the assumption of Landlord’s position hereunder by such ground lessor.

(b) Where a party acquires Landlord’s interest in property (whether land only, or land and buildings) which includes the Premises, and simultaneously leases the same back, such acquisition shall not be treated as an assumption of Landlord’s position hereunder, and this Lease shall thereafter be subject and subordinate at all times to such lease.

ARTICLE 20

Entry to Premises

20.01 - Entry to Premises by Landlord

Subject at all times to any applicable statutes, codes, rules or regulations applicable to the use of the Premises as a dispensary of medical marijuana, Landlord shall have the right to enter the Premises at all reasonable times for the purposes of:

(i) inspecting the same;

(ii) making any repairs to the Premises and performing any work therein that may be necessary or desirable;

(iii) exhibiting the Premises for the purpose of sale, ground lease, mortgage or other financing; and

(iv) exhibiting the Premises (within one year prior to the expiration of the term of this Lease) to prospective tenants.

Nothing in this Lease shall impose any duty on the part of Landlord to do work or perform obligations which, under any of the provisions of this Lease, Tenant may be required to perform, and the performance thereof by Landlord shall not constitute a constructive eviction nor a waiver of Tenant’s default. If Tenant shall have ceased operations from the Premises and Landlord desires to exercise its rights under this Section, Landlord or Landlord’s agents or employees may, after reasonable attempts to notify Tenant, enter the Premises by self-help or otherwise, without being liable to indictment or prosecution for damages thereafter.

ARTICLE 21

Notices and Certificates

21.01 - Notices

(a) Any notice, statement, certificate, request or demand required or permitted to be given or delivered in this Lease shall be in writing, sent by an overnight express delivery service (such as Federal Express), or by certified mail, postage prepaid, return receipt requested, addressed, as the case may be, to Landlord at the address shown at the beginning of this Lease and/or to such other address as Landlord shall designate, and delivered to Tenant by receipted hand delivery, or by an overnight express mail service (such as Federal Express), electronic mail, or by certified mail, postage prepaid, return receipt requested, addressed to Tenant at the address shown at the beginning of this Lease, or to such other address as Landlord or Tenant shall designate in the manner herein provided. Such notice, statement, certificate, request or demand shall be deemed to have been given on the date mailed as aforesaid, except for notice of change of address or revocation of a prior notice, which shall only be effective upon receipt of a paper copy. Anything contained in the foregoing to the contrary notwithstanding, any notice of change of address, in order to be effective, must be express and clearly state that it is intended to change Tenant’s address for billing purposes and/or for receipt of notices and documents. If Landlord incurs a charge from the courier service for rerouting or returning the package as a result of Tenant’s or its agent’s failure to notify Landlord of a change of address, Tenant shall upon demand, pay to Landlord $50.00 for the cost charged by the courier service and the cost of resending the package.

(b) At any time or times when Tenant’s interest herein shall be vested in more than one person, firm or corporation, or other legal entity, jointly, in common or in severality, a notice given by Landlord to any one such person, firm or corporation or other legal entity, shall be conclusively deemed to have been given to all such persons, firms or corporations or other legal entity. Any notices to Tenant pursuant to the provisions hereof shall be void and ineffective unless signed by all such persons, firms and
corporations or other legal entity, unless all such persons, firms and corporations or other legal entity shall have previously given notice to Landlord, signed by each of them and designating and authorizing one or more of them to give the notice referred to and such notice shall then be unrevoked by any notice to Landlord.

21.02 - Estoppel Certificate of Landlord

Within ten (10) days after request by Tenant, Landlord, from time to time and without charge, shall deliver to Tenant or to a person, firm or corporation specified by Tenant, a duly executed and acknowledged instrument, certifying:

(i) that this Lease is unmodified and in full force and effect, or if there has been any modification, that the same is in full force and effect as modified, and identifying the date of any such modification; and

(ii) whether Landlord knows or does not know, as the case may be, of any default by Tenant in the performance by Tenant of the terms, covenants and conditions of this Lease, and specifying the nature of such defaults, if any.

Such certification shall not estop Landlord from thereafter asserting any existing default of which Landlord did not have actual knowledge on the date of execution thereof.

21.03 - Estoppel Certificate of Tenant

Within fifteen (15) days after request by Landlord or Landlord's ground lessor or mortgagee, Tenant, from time to time and without charge, shall deliver to Landlord or the requesting party, or to a person, firm or corporation, specified by Landlord, a duly executed and acknowledged instrument, certifying:

(i) that this Lease is unmodified and in full force and effect, or if there has been any modification, that the same is in full force and effect as modified, and identifying the date of any such modification; and

(ii) whether Tenant knows or does not know, as the case may be, of any default by Landlord in the performance by Landlord of the terms, covenants and conditions of this Lease, and specifying the nature of such defaults, if any; and

(iii) whether or not there are any then existing permitted set-offs or defenses by Tenant, and if so, specifying them; and

(iv) the dates to which the Fixed Annual Minimum Rent and Additional Rent have been paid.

Such certification shall not estop Tenant from thereafter asserting any existing default of which Tenant did not have actual knowledge on the date of execution thereof. Any such instrument(s) is sometimes referred to herein as "Estoppel Certificate". In the event Tenant fails to timely execute and deliver to Landlord, any such Estoppel Certificate in the form acceptable to any such ground lessor, mortgagee, or trustee and such failure causes damage to Landlord, Tenant shall be liable for all penalties or increased costs resulting from Tenant's failure.

ARTICLE 22

Covenant of Quiet Enjoyment

22.01 - Covenant of Quiet Enjoyment

(a) Tenant, subject to the terms and provisions of this Lease and on payment of the rent and observing, keeping and performing all of the terms and provisions of this Lease on its part to be observed, kept and performed, shall lawfully, peaceably and quietly have, hold and enjoy the Premises during the term hereof on and after the Term Commencement Date without hindrance or eviction by any persons lawfully claiming under Landlord; but it is understood and agreed that this covenant, and any and all other covenants of Landlord contained in this Lease shall be binding upon Landlord and its successors only with respect to breaches occurring during its and their respective ownership of Landlord's interest hereunder.

(b) With respect to any services to be furnished by Landlord to Tenant, Landlord shall in no event be liable for failure to furnish the same when prevented from doing so by strike, lockout, breakdown, accident, order or regulation of or by any governmental authority, or failure of supply, or inability by the exercise of reasonable diligence to obtain supplies, parts or employees necessary to furnish such services, or because of war or other emergency, or for any cause beyond Landlord's control. Anything contained in this Lease to the contrary notwithstanding, in no event shall Landlord ever be liable to Tenant for any indirect or consequential damages by reason of Landlord's breach or default of the terms of this Lease.

ARTICLE 23

Miscellaneous Provisions

23.01 - Occupancy After Expiration of Term

(a) Should Tenant continue to occupy the Premises after the expiration or earlier termination of the term, such tenancy shall be from month-to-month, and such month-to-month tenancy shall be under the same terms, covenants and conditions as set forth in this Lease, except that, in addition to the Additional Rent due hereunder, Tenant shall pay, as liquidated
damages. Fixed Annual Minimum Rent equal to three (3) times the Fixed Annual Minimum Rent reserved herein for the last year of the term. Any exclusive use provisions, restrictions on other tenants, or co-tenancy thresholds imposed upon Landlord shall be deemed null and void and Tenant shall no longer have the benefit of such.

(b) The aforementioned month-to-month tenancy may be terminated by either party notifying the other of its intention to terminate the month-to-month tenancy at least one calendar month prior to the last day of the term. Tenant’s continued occupancy of the Premises after the expiration of the time period specified in said notice to terminate shall confer no rights whatsoever upon Tenant, who shall then be deemed a holdover tenant. Tenant hereby consents in advance to the immediate entry of an order and warrant of eviction, together with judgment for unpaid Fixed Annual Minimum Rent, or Additional Rent due and owing under the terms of this Lease, or for compensation due and owing to the Landlord for Tenant’s use and occupation of the Premises during the time of occupancy as a holdover Tenant, by any court of competent jurisdiction. Tenant shall indemnify and save harmless Landlord from any claim, damage, expense, attorney fee, or loss which Landlord may incur by reason of such holding over, including without limitation, any claim of a succeeding tenant, or any loss by Landlord with respect to a lost opportunity to re-let Premises.

23.02 - Limitation on Landlord’s Personal Liability

(a) It is understood and agreed that Tenant shall look solely to the estate and property of Landlord in the Shopping Center for the satisfaction of Tenant’s remedies for the collection of a judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms, covenants and conditions of this Lease to be observed or performed by the Landlord, and any other obligation of Landlord created by or under this Lease, and no other property or assets of Landlord or of its partners, members, beneficiaries, co-tenants, shareholders, or principals (as the case may be) shall be subject to levy, execution or other enforcement procedures for the satisfaction of Tenant’s remedies.

(b) The term “Landlord,” as used in Subsection 23.02(a) and throughout this Lease, shall be limited to mean and include only the owner or owners at the time in question of Landlord’s interest in this Lease. Further, in the event of any transfer by Landlord of Landlord’s interest in this Lease, Landlord herein named (and in case of any subsequent transfers or conveyances, the then assignor), including each of its partners, members, beneficiaries, co-tenants, shareholders, or principals (as the case may be), shall be automatically freed and relieved, from and after the date of such transfer or conveyance, of all liability for the performance of any covenants and agreements on the part of Landlord.

23.03 - Definition of Tenant’s Allocable Share

(a) Tenant’s Allocable Share of Real Property Taxes, Operating Costs, utilities, and insurance premiums shall be the product of multiplying the amount of said Real Property Taxes, Operating Costs and insurance premiums separately by a fraction, the numerator of which shall be the number of square feet of the Premises as set forth in Section 1.01, and the denominator of which shall be the total number of leasable square feet of buildings in the Shopping Center as to Operating Costs, and as to Landlord’s Tract for all others as of the first day of a Lease Year or Partial Lease Year, after deducting therefrom the square footage of the building of any tenant whose share of Real Property Taxes, Operating Costs, utilities, or insurance premiums are paid in any manner other than pro rata.

(b) Whenever used herein, the term “square feet” shall consist of the area of the floor space on all floors (excluding mezzanines, if any) measured from the outside face of all exterior walls of the buildings and the midpoints of any interior walls.

23.04 - Force Majeure

The period of time during which either party is prevented or delayed in any performance or the making of any improvements or repairs or fulfilling any obligation under this Lease, other than the payment of Fixed Annual Minimum Rent and Additional Rent or any obligation to obtain and maintain insurance required by the terms of this Lease, due to unavoidable delays caused by fire, catastrophe, strikes or labor trouble, civil commotion, acts of God, the public enemy, governmental prohibitions or regulations or inability to obtain materials by reason thereof, or any other causes beyond such party’s reasonable control, shall be added to such party’s time for performance, and such party shall have no liability by reason of such delay.

23.05 - Relocation of Tenant

Landlord shall have the right to relocate Tenant within the Shopping Center upon sixty (60) days’ notice to Tenant, at Landlord’s sole cost and expense, which relocation shall in no way affect the obligations or duties of either party hereunder. Should Tenant fail or refuse to move to the new location of the Premises within ten (10) days following Landlord’s notice, then Landlord may, at its option, terminate this Lease.

23.06 - Changes and Additions

Landlord hereby reserves the right at any time, and from time to time, to make alterations or additions to, and to build additional stories on the building in which the Premises are located and to build adjoining the same. Landlord also reserves the right at any time, and from time to time, to construct other buildings and improvements in the Shopping Center, to enlarge the Shopping Center, to make alterations thereto or additions thereto, to build additional stories on any building or buildings within the Shopping Center, to build adjacent thereto, to construct decks or elevated parking facilities, to install, maintain, use, repair and replace ducts, wires, pipes and conduits passing through or under the Premises serving other parts (now existing or hereafter added) of the Shopping Center, and to sell or lease any part of the Shopping Center. The purpose of the attached Site Plan is to show the approximate location of the Premises within the Shopping Center, and no representation is made as to tenancy or layout.
shown the court. Landlord reserves the right at any time to relocate or reconfigure the various buildings, parking areas, landscaping, and other Common Areas shown on said Site Plan.

23.07 - Attornment by Tenant

If at any time during the term of this Lease the Landlord hereunder shall be the holder of a leasehold estate covering premises which include the Premises, and if such leasehold estate shall be cancelled or otherwise terminated prior to the expiration date thereof and prior to the expiration of the term of this Lease, or in the event of the surrender thereof whether voluntary, involuntary or by operation of law, Tenant shall make full and complete attornment to the lessor of such leasehold estate for the balance of the term of this Lease upon the same covenants and conditions as are contained herein so as to establish direct privity between such lessee and Tenant and with the same force and effect as though this Lease was made directly from such lessor to Tenant. Tenant shall then make all rent payments thereafter directly to such lessor. In the event any proceedings are brought for the foreclosure of, or in the event of conveyance by deed in lieu of foreclosure of, or in the event of the exercise of the power of sale under, any mortgage or deed of trust made by Landlord covering the Premises, or in the event Landlord sells, conveys or otherwise transfers its interest in the Shopping Center or any portion thereof containing the Premises, Tenant shall attorn to and hereby covenants and agrees to execute an instrument at its cost reasonably satisfactory to the new owner whereby Tenant attorns to such successor in interest and recognizes such successor as "Landlord" under this Lease.

23.08 - Survival of Tenant's Obligations

Any sums due Landlord from Tenant that by the terms herein would be payable, or are incapable of calculation, until after the expiration or earlier termination of this Lease shall survive and remain a continuing obligation until paid. Tenant's indemnifications of Landlord shall survive the expiration or earlier termination of this Lease.

23.09 - Effect of Landlord's Notice to Terminate

Any right on the part of Landlord to terminate this Lease shall, when exercised, require no further act, to the end that at the expiration of the applicable time period, if any, contained in the particular termination provision, this Lease and the term hereunder shall end and expire as fully and completely as if such termination date was the date herein definitely fixed for the end and expiration of this Lease and the term hereof, and upon such date Tenant shall quit and surrender the Premises to Landlord.

23.10 - Effect of Captions

The captions or legends in this Lease are inserted only for convenient reference or identification of the particular paragraphs. They are in no way intended to describe, interpret, define or limit the scope, extent or interest of this Lease, or any paragraph or provision thereof.

23.11 - Tenant Authorized to Do Business

Tenant represents and covenants that it is as of the date of this Lease duly authorized to transact business in the state in which the Premises is located. Tenant shall, throughout the term of this Lease, remain in good standing as shall be defined by its state of origin and the state in which the Premises is located. Tenant shall at its cost and within five (5) days after request from Landlord, deliver evidence to Landlord's satisfaction of such existence and standing. The person executing this Lease on behalf of Tenant hereby covenants, represents and warrants to Landlord that (s)he is duly authorized to execute and deliver this Lease to Landlord. Tenant agrees to furnish to Landlord, upon request, evidence of authority for entering into this Lease.

23.12 - Execution in Counterparts

This Lease may be executed in one or more counterparts, any one or all of which shall constitute but one agreement. This Lease may be executed by facsimile or electronic signature. The parties agree that facsimile or electronic copies of signatures have the same effect as original signatures; however, the parties agree to subsequently deliver original signatures if requested by a party hereto.

23.13 - Law Governing, Effect and Gender

This Lease shall be construed in accordance with the laws of the state in which the Premises is located and shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns except as expressly provided otherwise. For matters in New York State, venue shall be Onondaga County. Should any provisions of this Lease require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms of any such provisions shall be more strictly construed against one party or the other by reason of the rule of construction that a document is to be construed most strictly against the party who itself or its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation of this Lease. Use of the neuter gender shall be deemed to include the masculine and feminine, as the sense requires. Furthermore, the deletion of specific language from this Lease shall not be construed as having any affirmative meaning, but shall simply be interpreted as having the meaning that the original form of this Lease never contained that language.

23.14 - Memorandum or Notice of Lease

Upon request by either party, Landlord and Tenant agree to execute a Memorandum or Notice of Lease in recordable form pursuant to applicable state law. The requesting party shall be responsible for all costs associated with recording the Memorandum or Notice of Lease. Upon the expiration or earlier termination of this Lease, the recording party shall promptly execute any necessary instrument and remove the Memorandum or Notice of Lease from the public records, and upon failure to
do so, the other party is hereby appointed attorney-in-fact to execute any such instrument in the recording party's name, place and stead at the falling party's cost. Tenant shall be liable for any transfer tax associated with recording a Memorandum or Notice of Lease.

23.15 - Complete Agreement

This Lease contains and embraces the entire agreement between the parties hereto with respect to the matters contained herein, and it or any part of it may not be changed, altered, modified, limited, terminated, or extended orally or by any agreement between the parties unless such agreement is in writing and signed by the parties hereto, their legal representatives, successors or assigns; however, Tenant shall comply with all Shopping Center rules and regulations as Landlord from time to time promulgates for the use and occupancy and in the best interests of the Shopping Center and which are incorporated herein by this reference. The rules and regulations shall be provided to Tenant and be uniformly and non-discriminatorily enforced. Tenant acknowledges and agrees that neither Landlord nor any representative of Landlord nor any broker has made any representation to or agreement with Tenant relating to the Premises, this Lease or the Shopping Center which is not contained in the express terms of this Lease. Tenant acknowledges and agrees that Tenant's execution and delivery of this Lease is based upon Tenant's independent investigation and analysis of the business potential and expenses represented by this Lease, and Tenant hereby expressly waives any and all claims or defenses by Tenant against the enforcement of this Lease which are based upon allegations of representations, projections, estimates, understandings or agreements by Landlord or Landlord's representative that are not contained in the express terms of this Lease.

23.16 - Guaranty of Lease

The obligation of Landlord to perform under the provisions of this Lease is expressly conditioned upon the due execution and delivery to Landlord by Tenant of the Guaranty of Lease in the form set forth on Exhibit F attached hereto and made a part hereof. Tenant represents and covenants that it will cause the said Guaranty of Lease to be duly executed and delivered to Landlord simultaneously with Tenant's execution and delivery of this Lease. The guarantor under such Guaranty of Lease is herein referred to as "Tenant's Guarantor". Tenant shall immediately notify Landlord of the death or disability of Tenant's Guarantor, if an individual, or of the sale, transfer or dissolution of the legal entity comprising Tenant's Guarantor.

23.17 - Security Agreement

Tenant hereby grants to Landlord a security interest in all inventory, equipment, fixtures, improvements, merchandise, now or hereafter located in the Premises, and all proceeds and accounts receivable therefrom, to secure the payment and performance of the Tenant's obligations set forth in this Lease. This security agreement shall survive any termination of this Lease. Tenant authorizes Landlord to sign a Financing Statement as may be required under the Uniform Commercial Code to perfect such security interest. Upon the occurrence of any event of default pursuant to Section 15.01, Landlord shall be entitled to exercise all of the rights and remedies of a secured party under the Uniform Commercial Code. Reasonable expenses of the Landlord in enforcing any right or exercising any remedy under this Security Agreement shall be deemed a part of the obligations secured hereby.

23.18 - Invalidity of Particular Provisions

If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those 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. Landlord's consent or approval shall not be deemed conclusively given in the absence of a timely response to any request by Tenant for Landlord's consent or approval.

23.19 - Landlord's Recovery

If Tenant shall default in making any payment required to be made by Tenant (other than the payment of any rent in whatever form) or shall default in performing any obligation, covenant or condition of this Lease on the part of Tenant to be performed which shall cause Landlord to incur additional expenses or penalties (including attorney's fees), Landlord at Landlord's option may, but shall not be obligated to, make such payment on behalf of Tenant and/or expend such sums as may be necessary to perform and fulfill such obligation, covenant or condition, and any and all sums so incurred by Landlord, with interest thereon at the rate of one and one-half percent (1 1/2%) per month from the date of such expenditure shall be repaid as Additional Rent by Tenant to Landlord on demand, but no such payment or expenditures by Landlord shall be deemed a waiver of Tenant's default nor shall it affect any other remedy of Landlord by reason of such default.

23.20 - Execution of Lease by Landlord

The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, the Premises, and this document shall be effective and binding only upon such date that this Lease shall have been executed and delivered by both Landlord and Tenant ("Lease Date"). All negotiations, considerations, representations and understandings between Landlord and Tenant are incorporated herein and may be modified or altered only by an agreement in writing between Landlord and Tenant, and no act or omission of any employee or other agent of Landlord shall later, change or modify any of the provisions hereof. Notwithstanding the fact that the term of this Lease shall commence on the Term Commencement Date, this Lease and all of the obligations of Landlord and Tenant are binding and are and shall be in full force and effect from and after the Lease Date.
23.21 - *Relationship of the Parties*

Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent nor any other provision herein contained, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than Landlord and Tenant.

23.22 - *Brokerage*

Tenant warrants that it has had no dealings with any broker or agent in connection with this Lease other than The Widewaters Group, Inc. and covenants and agrees to pay any commission, compensation or charge claimed by any other real estate broker, salesman or agent with respect to this Lease or the negotiation thereof, and Tenant further covenants to hold harmless and indemnify Landlord from and against any and all costs, expense or liability in connection therewith.

23.23 - *Confidentiality*

Tenant and Tenant’s Guarantor(s), if any, agree to keep the terms and conditions of this Lease in confidence and expressly agree not to disclose the terms of this Lease to any person whatsoever, including without limitation, other Shopping Center tenants or the general public excepting, however, that which may be required by law, or to the employees, agents, attorneys, accountants or lenders of Tenant.

23.24 - *Prevailing Party*

If either party seeks the enforcement of the covenants, obligations and/or agreements of the other under this Lease, the prevailing party shall be entitled to recover all costs, expenses and reasonable attorney’s fees that may be thereby incurred or paid, regardless of whether the action or proceeding is prosecuted to judgment.

23.25 - *Tenant’s Termination Rights*

Tenant shall have a one time right to terminate the Lease at the end of the third (3rd) year during the initial term, so long as Tenant delivers written notice of such termination thirty (30) prior to the end of the third Lease Year of the initial term. Such notice by the tenant shall be in writing. If Tenant fails to timely exercise this right, then such right shall be waived and of no further force and effect.

Tenant’s duties and obligations hereunder are subject to and contingent upon the satisfaction of the following conditions by the date indicated (each date being a “Contingency Satisfaction Date”): (1) on or before August 31, 2015, Tenant shall have received final approval from the State of New York as a Registered Organization under the State of New York Medical Marijuana Program and (2) on or before December 31, 2015 Tenant shall have received all approval, consents and authorities required by applicable statute, rule, code or regulation to operate the Demised Premises as a dispensary of medical marijuana under the State of New York Medical Marijuana Program and to display such signs as Tenant shall desire or require relating to such issue. If the foregoing contingencies have not been satisfied on or before the applicable Contingency Satisfaction Date, then Tenant and Landlord may terminate this Lease by giving written notice to Landlord any time before the applicable foregoing contingency has (i) been satisfied or (ii) waived by both parties in writing, and in such event neither party shall have any further duty or liability hereunder. However, Tenant shall have the obligation to commence payment of Fixed Monthly Minimum Rent and Additional Rent and to perform all of the other obligations of Tenant under this Lease, unless otherwise specifically stated, from and after the Term Commencement Date of September 1, 2015, unless and until this Lease is terminated pursuant to the terms of this paragraph.

23.26 - *Landlord’s Rights of Re-Entry*

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 Ernest Corning 2nd Tower, The Governor Nelson A. Rockefeller Empire State Plaza, Albany, N.Y. 12237, with notification by certified mail of its intent to re-enter the Premises or to initiate disposition proceedings or that the Lease is due to expire, at least thirty (30) days prior to the date on which the Landlord intends to exercise a right of reentry or to initiate such proceedings or at least sixty (60) days before expiration of the Lease.
IN WITNESS WHEREOF, the parties hereof have executed this Lease on the date first above written.

LANDLORD:
Dicelaphous Properties II Company, LLC
By: Joseph P. Scuderi, Manager

TENANT:
Fmr(m)ed New York, LLC
By: Ephraim Atwill, President

STATE OF NEW YORK
COUNTY OF ONONDAGA

On the 4th day of June in the year 2015, before me, the undersigned, a Notary Public in and for said State of New York, 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 that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

ELAINE T. RENOUFF
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ONONDAGA COUNTY
My Commission Expires April 17, 2017

STATE OF NEW YORK
COUNTY OF ERIE

On the 4th day of June in the year 2015, before me, the undersigned, a Notary Public in and for said State of New York, 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.

ELAINE T. RENOUFF
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ERIE COUNTY
My Commission Expires April 17, 2017
STATE OF NEW YORK }  
COUNTY OF ONONDAGA }  

On the 25th day of June, in the year 2015, before me, the undersigned, a Notary Public in and for said State, Joseph R. Scudder, 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 that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

NANCY H. HAAS  
Notary Public, State of New York  
Qualified in Onondaga County  
No. 011A011871199  
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EXHIBIT C
CONSTRUCTION

These outline specifications set forth the division of responsibility for work and materials as between Landlord and Tenant. In every instance where responsibility is not specifically vested in Landlord, it is to be assumed that the responsibility shall be Tenant's.

LANDLORD'S WORK

The Premises have already been constructed and Tenant accepts the Premises in its “as is” condition except that Landlord shall deliver the Premises with all mechanical and building systems (including HVAC, electrical and plumbing) in good working order and the roof free of leaks (Collectively “Mechanicals”). All other work required to prepare the Premises for Tenant’s use and occupancy shall be performed by Tenant at its sole cost and expense. If Tenant fails to notify Landlord in written notice that such mechanicals are not in working order with ten (10) days of Landlord’s delivery of the Premises to Tenant (weather permitting), then Tenant’s right to object to the condition(s) of the mechanicals shall be deemed waived by the Tenant.

TENANT’S WORK

If Tenant desires to make any improvement to the Premises, Tenant, at its sole cost and expense, and in accordance with the General Conditions set forth below, shall perform all labor, services and management, and furnish all labor, material, plant and equipment necessary to complete, in a good, substantial and approved manner, the work necessary to bring the Premises to a finished condition.

A. GENERAL WORK

Tenant will furnish and install the following general work items:

1. Interior partitions.

2. Interior finishing of wall surfaces including priming, painting and wall coverings. Manufacturer’s certificate of fire retardancy must be submitted to proper fire authorities and Landlord prior to installing said items.

3. Display window racks, display window floors, display window ceilings and display window lighting fixtures and power for same.

4. Floor finishes including preparation and patching.

5. Demolition of interior non-demising partition and or finishes.

B. PLUMBING WORK

1. All plumbing work including fixtures, drinking fountain, slop sinks, etc.

2. Tenant shall be responsible to provide access to all clean-outs located in the Tenant’s space. (Example, storm sewer, sanitary sewer)

3. All additional plumbing lines, vents, fixtures, fittings and equipment, including meter and remote reader per Landlord’s specifications to monitor water consumption at the Premises, necessary to complete Tenant’s plumbing system and final connection to same to supply and waste lines.

C. HEATING, VENTILATING AND AIR CONDITIONING

Any and all requirements to operate, modify or replace existing standard HVAC system. Tenant is responsible for making the electrical connection to a roof-top HVAC unit (RTU). Tenant will assure that Tenant’s electrician uses an appropriate “bulk head connector” (Myers Hub or equivalent) when feeding wiring (including control wiring) through the RTU compressor housing. The use of caulk or sealant is prohibited.

D. FIRE PROTECTION

Tenant must use the Landlord’s designated sprinkler contractor for any alteration, modifications to the existing sprinkler system as a result of tenant use, layout and or code requirements.

E. ELECTRICAL WORK
1. All electrical work including:
   a. Telephone and communication systems
   b. Alarms, including but not limited to fire, smoke, burglar, security, etc., and/or required by any applicable code.
   c. Emergency generator
   d. Tenant's store signs and controlling time clocks
   e. Store lighting
   f. Convenience outlets
   g. Control wiring for HVAC
   h. Exit lights and emergency lights

F. ROOF WORK

Any roof work, related to the Tenant's build-out, including without limitation any penetrations necessary for the completion of Tenant's Work, shall be performed by Tenant at Tenant's additional expense using the roofing contractor responsible for such work as designated by Landlord. In order to maintain the integrity of the roof bond and roof warranty, no roof penetration or other roof work shall be permitted unless such work is performed by the roofing contractor designated by Landlord. To prevent exhausted restaurant grease from damaging the roof, restaurant grease exhausts shall be equipped with traps or other device, as required by roofing manufacturer. Special protection of flexible sheet membrane will be the Tenant's responsibility when food preparation exhaust equipment is installed on the roof.

G. MISCELLANEOUS WORK

1. All trade fixtures, appliances, furniture, furnishings, shelving, etc., signs and other personal property.
2. All compactors shall be submitted and approved by Landlord before installation.
3. Toilet paper holders, soap dispensers, mirrors, shelves, towel dispensers, etc.
4. All curbs, lintels flashings, counterflashings, pipes, ducts, vent caps, air inlets, exhaust hoods, louvers, etc., as necessary for Tenant's equipment requiring openings through roof and/or exterior walls. Any cutting, patching or flashing of the roof for Tenant's equipment must be performed by the roofing contractor responsible for the roof guarantee, at Tenant's expense.
5. Fire extinguishers.
6. Any sound insulation to extent required by the nature of Tenant's business.

H. CLEAN UP

The Tenant is responsible to maintain the Tenant space in a broom clean condition at the end of each work day. Tenant and/or Tenant's contractors must provide their own dumpsters. Tenant shall not permit trash to accumulate within the Premises, nor in any parking lot area adjacent to the Premises nor in any adjacent Tenant space. If Tenant shall fail to remove trash, Landlord shall have the right, without notice, to perform such work for the Tenant, and to charge Tenant the cost of such work plus 18% for administration. Any such additional charges will be deducted from construction security deposit.

GENERAL CONDITIONS

A. DESIGN AND CONSTRUCTION

Tenant shall retain the services of a competent experienced architect(s) and engineer(s) licensed in the state in which the Shopping Center is located for the design of Tenant's Work. Tenant shall retain competent and skilled contractors for the completion of Tenant's Work, and Tenant and its contractor shall employ people who at all times will work in harmony and with the people employed by Landlord, its contractors, other Tenants and their contractors. Tenant's architect and engineer shall design all Tenant's Work in full compliance with all federal, state and local codes, ordinances, rules and zoning regulations, including ADA, which are applicable to the Shopping Center and Tenant's Premises.

B. CERTIFICATE OF OCCUPANCY

The Tenant shall be responsible to obtain a final certificate of occupancy from the local building inspector. The Tenant shall also obtain any other required approvals prior to the Tenant opening for business.

C. SECURITY DEPOSIT
The Tenant shall provide Landlord with security deposit of $2,000.00 for Tenant's construction prior to commencement of Tenant's construction. The security deposit, or the remainder thereof, shall be returned to Tenant following completion of Tenant's Work and clean up and proper disposal of Tenant's construction materials. Landlord shall have the right to deduct any amounts necessary to either complete Tenant's Work or clean up and/or dispose of Tenant's construction materials.

D. TENANTS DESIGN

All submissions shall bear the seal and signature of an architect (and engineer if applicable) licensed to practice in the state in which the Shopping Center is located.

Within 20 days from the date of execution of this Lease, Tenant shall submit to Landlord for review "Preliminary Design Drawings," showing the intended design concept and character of proposed finishes. Tenant's submission shall consist of one (1) reproducible print and three (3) blueine sets of prints.

Preliminary Design Drawings shall contain basic dimensions and shall include, but not necessarily be limited to, the following:

1. Preliminary floor plan with fixturing layout.
2. Preliminary reflected ceiling plan.
3. The design and colors of intended signage in compliance with Exhibit D.

Landlord will return to Tenant one (1) set of prints marked with Landlord's comments on Tenant's preliminary submission within ten (10) days after Landlord's receipt. Tenant shall incorporate Landlord's comments into Tenant's final submission.

Within ten (10) days of the receipt by Tenant of Landlord's comments, Tenant shall submit to Landlord one (1) reproducible print and three (3) sets of blueine prints of Tenant's "Design Drawings" showing final design, character and finishes. Tenant's design drawings shall include, without limitation, the following:

1. Architectural: Floor plan, fixturing layout, room finish schedule, door schedule, partition types, ceiling plan, interior wall and storefront elevations describing signage elevations and shop drawings, sections, and details as may be appropriate.
2. Mechanical: All equipment, locations, distributions and return systems, diffuser locations, load calculations, controls and details as may be appropriate.
3. Electrical: Floor and ceiling plans showing type and location of power and lighting, equipment, controls, projected loads, panel schedules, riser diagram and details as may be appropriate.
4. Plumbing: Location and type of fixtures, supply and waste, piping schematics, details as may be appropriate.
5. Specifications on materials and methods of construction for above items.
6. Material and color finish sample board(s).

Landlord will return to Tenant one (1) set of prints of Tenant's Design Drawings, marked with approvals and required modifications. If Tenant's Design Drawings are returned to Tenant with comments, but not bearing approval of Landlord, Tenant's Design Drawings shall be revised by Tenant and re-submitted to Landlord for review within ten (10) days of receipt.

Landlord's design review is solely for the purpose of assisting the Tenant, of coordinating the store design of the various Tenants in the Shopping Center, and ensuring that each store in the Shopping Center will be consistent with the overall image and theme of the Shopping Center. If in the design review process Landlord does not discover items that are not in compliance with any code, statute, rule or regulation, or the provisions of the Tenant's Lease, this oversight will not relieve the Tenant, Tenant's architect or engineer of their obligations under any such code, statute, rule or regulation or under Tenant's Lease.

If Tenant's final drawing submission is not modified in accordance with Landlord's final comments, the Landlord may make necessary modifications to Tenant's drawings, at Tenant's additional cost, and return subject drawings to Tenant for its use.

Tenant's failure to adhere to the foregoing time frames shall not serve to postpone the Term Commencement Date of the Lease, but shall, at Landlord's election, (i) extend the date by which Landlord is obligated to deliver possession by one day for each day of Tenant's delay or failure and/or (ii) reduce Tenant's time to perform Tenant's Work by one day for each day of Tenant's delay or failure, by way of example: if Tenant has ninety days from the date of delivery before the term commences, that ninety day period shall be reduced by one day for each day of Tenant's failure or delay under this Section D; therefore, 90 days - 10 delay days = 80 days.

E. CERTIFICATE OF COMPLETION

As a condition of Landlord's approval for Tenant to initially open for business in the Shopping Center, Tenant shall deliver to Landlord a Certificate of Completion signed by Tenant and Tenant's architect certifying that the Premises has been constructed and completed in accordance with Tenant's final Design Drawings as approved by Landlord. Landlord shall be
entitled to rely on this certificate as evidence of Tenant's completion of construction of the Premises pursuant to the provisions of this Lease.

F. GENERAL CONDITIONS

1. Occupancy Date

Landlord shall notify Tenant of the date (Occupancy Date) on which the Premises shall be available for the construction of Tenant's Work. Tenant agrees that time is of the essence and agrees to commence installation of Tenant's Work as soon as possible, but in no event later than ten (10) days following the Occupancy Date referenced in Tenant's notification from Landlord.

2. Occupancy Period

The period beginning on the Occupancy Date and terminating on the Term Commencement Date of this Lease shall be known as the "Occupancy Period."

3. Establishment of Schedules

Tenant, its agents, contractors and employees shall comply with reasonable schedules which Landlord shall establish from time to time, governing submittals by Tenant of design information for Landlord's approval, construction operations, occupancy by Tenant, opening for business, and other occurrences for the purpose of coordination efforts of Tenants, contractors, and Landlord. All parties shall cooperate with the Landlord in expediting work and shall provide Landlord upon request, with schedule and status report updates, until such time as Tenant opens for business.

4. Failure to Meet Schedule

Any cost incurred by Landlord as a result of Tenant's failure to meet the schedule requirements herein described shall be reimbursed by Tenant and shall be payable to Landlord upon demand. Any modification to Landlord's Work or Tenant's Work necessitated by failure of Tenant to undertake or complete Tenant's Work as required under this Lease shall become the responsibility of Tenant. Upon three (3) days written notice thereof, the Landlord may complete, at Tenant's expense, any work deemed by the Landlord to jeopardize the Tenant's required Opening Date.

G. CONSTRUCTION RULES AND REGULATION OF THE SHOPPING CENTER AFTER GRAND OPENING

1. No jackhammering, or use of other equipment producing a high noise level, as determined by Landlord or Shopping Center Management, shall be permitted during shopping hours.

2. All materials shall enter via service entrances or such other Shopping Center entrances as designated by Landlord from time to time. For stores without service entrances, all materials shall enter either before or after standard Shopping Center operating hours.

3. Doors are not to be wedged in an open position.

4. Contractor and employee vehicles shall be parked in designated employee areas or as directed by Landlord.

5. Tenant shall maintain the Premises in a neat and orderly manner and properly dispose of all waste materials pursuant to the direction of the Landlord, so as to prevent debris from dissipating onto the Shopping Center.

6. Tenant shall notify/submit Landlord of the following, prior to starting work:
   a. Name, address, and temporary residence location of contractors working in the space, and
   b. Starting date and anticipated completion date of work.
   c. Certificate of insurance as described in Section J "Insurance."

7. Tenant to clean paved areas, if needed, traveled by Tenant's contractors.

8. Tenant to restore all disturbed areas of Shopping Center.

H. COMPLIANCE WITH CONSTRUCTION RULES AND REGULATIONS

Tenant shall, at its own costs and expense, comply with all applicable statutes, ordinances, rules, orders, laws, regulations, codes and recommendations of governments and their authorized agents which have jurisdiction over Tenant's Work, and with respect to the prevention of fire and exposure to liability risks, of the Board of Fire Underwriters, Rating Board, and Landlord's and Tenant's insurance companies. Tenant shall apply for, pay all fees for, and obtain all necessary building and occupancy permits, licenses and certificates. A copy of same shall be delivered to Landlord and shall be posted in a prominent place within the Premises before the Tenant begins work. Tenant shall furnish the Landlord with a copy of a Certificate of Occupancy prior to opening for business.
I. QUALITY OF MATERIALS

All materials furnished and incorporated in Tenant’s Work shall be new, unused, and of the type customarily used in first class work of similar nature and character. Tenant shall guarantee and shall require all parties furnishing and incorporating materials in Tenant’s Work to guarantee said work to be free from any and all defects in workmanship and material for a period of one (1) year from the date of completion thereof. Tenant shall be responsible for the costs of correction of such defects, which costs shall include all expenses and damages resulting from said defects. Tenant’s agreements with its contractors shall contain language so providing and further to providing that all guarantees and warranties shall inure to the benefit of both Landlord and Tenant, as their respective interest appear, and can be directly enforced by either.

J. INSURANCE

Tenant shall provide an “All Physical Loss” Builder’s Risk insurance policy on all Tenant’s Work to be performed in the Premises as it relates to the building within which the Premises is located. The policy shall include Tenant, its contractor and subcontractors and Landlord as insureds as their interests may appear. The amount of insurance to be provided shall be 100% of the replacement cost.

All such insurance policies required above shall include Landlord as an additional insured; except Workmen’s Compensation Insurance, which shall contain an endorsement waiving all rights of subrogation against Landlord.

Tenant shall carry, at its own expense, and shall name Landlord and its managing agent as additionally insured parties upon the following insurance coverages in the following amounts:

A. Commercial General Liability including completed operations, explosions, collapse and underground operations, if any; broad form property damage including completed operations, protective liability, contractual liability and indemnity:
   - $2,000,000 Aggregate - Product/Completed Operations
   - $2,000,000 General Aggregate
   - $1,000,000 Any one occurrence (Coverage A)
   - $1,000,000 Any one person or organization (Coverage B)

B. Automobile Liability (Comprehensive Coverage)
   - $1,000,000 Each accident

C. Commercial Excess Liability (“Umbrella”)
   - $1,000,000 Aggregate - Product/Completed Operations
   - $1,000,000 General Aggregate
   - $1,000,000 Any one occurrence (Coverage A)
   - $1,000,000 Any one person or organization (Coverage B)

D. Employers’ Liability (Coverage “B” on the Workers’ Compensation Policy)
   - $1,000,000 Each accident
   - $1,000,000 Each employee for Injury by Disease
   - $500,000 Aggregate for Injury by Disease

and any other special insurance as required by Landlord so as to fully protect Landlord against loss or damage throughout the period during which the Tenant’s Work is being performed.

All of such insurance shall be written by a casualty insurance company authorized under the laws of the state in which the Premises is located, and satisfactory to the Landlord. Tenant shall furnish Landlord, prior to commencement of Tenant’s Work, certificates and certified copies of such policies showing that the said insurance will not be cancelled or change until after at least thirty (30) days’ written notice to Landlord. In the event of the failure of Tenant to furnish and maintain such insurance, Landlord shall have the right to procure and maintain the said insurance for and in the name of the Tenant, and Tenant agrees to pay the cost thereof and to furnish all necessary information to permit Landlord to procure and maintain such insurance for the account of the Tenant. The cost of such policies shall be paid by Tenant to Landlord as Additional Rent upon demand. Compliance by Tenant with the foregoing requirements to carry insurance and furnish policies shall not relieve Tenant from liability under any provisions of this Lease.

K. INDEMNITY

Tenant shall fully protect, defend, indemnify and save harmless Landlord against all liability, judgments, damages, cost and expense, including attorney’s fees and costs, arising from any and all claims relating to the performance or non-performance of Tenant’s Work.

L. UTILITIES

During the Occupancy Period, Tenant shall pay for any utility charges associated with the Premises.

M. CONSTRUCTION CLOSEOUT
Tenant shall provide the Landlord with the following documentation upon completion of Tenant’s Work:

1. Copies of all certificates (i.e. Certificate of Occupancy, Electrical, Plumbing, etc.)
2. As-buils of all improvements (i.e. Electrical, HVAC, Plumbing, etc.)
3. Details of any equipment permanently affixed to Premises.
EXHIBIT D

SIGN CRITERIA

IN THE EVENT THE FOLLOWING SIGN CRITERIA SHALL CONFLICT WITH OR SHALL BE INCONSISTENT OR INCOMPATIBLE WITH THE STATUES, CODES, RULES OR REGULATIONS RELATING TO THE OPERATION OF A DISPENSARY OF MEDICAL MARIJUANA ("PREVAILING LAW") THE REQUIREMENTS OF PREVAILING LAW SHALL CONTROL AND TENANT SHALL BE ALLOWED TO DISPLAY AND MAINTAIN SUCH SIGNAGE AS SHALL BE IN CONFORMITY WITH PREVAILING LAW

GENERAL CONDITIONS:

This exhibit is meant to outline the tenant sign criteria for retail tenant spaces at the Shopping Center. It is drafted as a guide to provide a consistent graphic technique and may be amended or altered only with the written consent of Landlord. Tenant will be required to contact a licensed sign contractor and submit detailed and dimensioned drawings indicating graphic content, colors, script, construction, fastening details and electrical requirements to Landlord for review and approval prior to fabrication and installation of any signs. Drawings shall be submitted to:

Attn: Tenant Coordinator  
C/o The Widewaters Group, Inc.  
5786 Widewaters Parkway  
DeWitt, NY 13214-0003  
315 445-2424 (P)  
315 445-8591 (F)

A. For the purpose of this sign criteria, signs shall be defined as any message that can be read from the exterior of the store. Not included in this definition are messages used to advertise products, sales, special events, etc., nor signs of a temporary nature affixed to storefront windows or doors.

B. The advertising content of all signs shall be limited to letters designating the store name and logo, or the type of store. Tenants will not be permitted to indicate specific merchandise sold (i.e., brand names, etc.), specific services rendered (i.e., "free gift wrapping," etc.), or any advertising slogans (i.e., "The We Care People," etc.).

C. The location, character, design, color and layout of all signs shall be subject to the prior approval of Landlord. Proper consideration will be given to signs used by Tenants for the same or similar retail operations elsewhere.

D. No sign shall be placed in final position without the prior written approval of Landlord.

E. All signs are to be fabricated and installed by a licensed sign installer approved by Landlord, shall be in compliance with all local, state and national codes governing sign installation and shall bear a U.L. label.

F. If any or all of the sign standard limitations or restrictions as described herein are found to be invalid under local sign and/or zoning ordinances, regulations or laws to the extent that any such limitation or restriction is invalid as described, then the Landlord may modify such limitation or restriction to comply with such local ordinance, regulation or law. In no event shall the invalidity of any one of the limitations or restrictions be deemed to invalidate the entire sign standard criteria.

SIGN REQUIREMENTS:

A. All signage shall not exceed 70% of Tenant’s storefront width, but at no time may a sign be installed within 3’ of lease line.

B. No fluorescent tubing, incandescent lamps or exposed raceways, ballast boxes, electrical transformers, crossovers, conduit or sign cabinets shall be permitted.

C. The name and/or stamp of the sign contractor or sign company, or both, shall not be exposed to view.

D. All signs must have a preliminary approval by Landlord before shop drawings are executed.

E. One sign is allowed per storefront elevation. Stores with two storefront elevations may have a second sign with the prior written approval of Landlord. Such second sign should maintain the same sign message, graphic technique and design intent as the first sign.

F. Signing is limited to trade name only.

G. All signs must be located on the sign band unless otherwise approved by Landlord.
SIGN SPECIFICATIONS:

These specifications are meant to serve as performance standards for tenant signage at the Shopping Center:

A. All signs shall be wall mounted, internally illuminated, individual letters and manufactured by Andco Industries Corporation, 4019 Viewmont Drive, Greensboro, NC 27406-9522 (800-632-0219) or other comparable manufacturer/supplier acceptable to Landlord.

B. Gauge of Aluminum: .090

C. Letter Height: 12" - 36" (single row) 12" - 24" (double row)

D. Letter Depth: 4" - 7" (transformer in letter)

E. Minimum Letter Stroke: 3" (transformer in letter)

F. Recommended Number of Tubes: 2

G. Retainer Ring Size: 3/8" x 1/2" (minimum)

H. Aluminum Finish: Bake Enamel, with minimum five year guarantee. Heliarc welded construction.

I. Plastic Face Style: Color and gauge as approved by Landlord.

ILLUMINATION:

All sign band identification signs to be internally channeled letters with opaque metal sides, translucent acrylic face and concealed ballasts. Signs must be illuminated by L.E.D., with low voltage wiring to 120V transformer mounted behind sign band. No sign shall exceed a maximum brightness of 100 foot lamberts.

TYPOGRAPHY:

To be approved by Landlord.

COLOR:

Permitted colors for illuminated signs are as follows:

A. Lettering to be translucent fiberglass as approved by Landlord.

B. Plastic sign face colors to be approved by Landlord.

C. Aluminum frames comparable to A-10 baked enamel as available from Andco Industries or comparable manufacturer acceptable to Landlord. Color to be approved by Landlord.

PROHIBITED SIGNS:

It is expressly understood that the following types of signs are strictly prohibited:

A. Paper signs, cardboard and hanging signs and/or stickers utilized as signs.

B. Signs of temporary character or purpose, irrespective of the composition of the sign or material used therefore.

C. Animated or floodlit signs.

D. Pictures or paintings.

E. Box type signs or signs with formed plastic letters.

F. Advertising devices, slogans, merchandise or service listings.

G. Moving or rotating objects.

H. Moving, flashing or blinking lights.

I. Painted on or luminous letters.

J. Cloth, wood, paper or cardboard.

K. Free standing signs or sandwich boards.

L. Noise making devices.

M. Boxes, cabinets, frames, transparent or translucent panels.

N. Rooftop signs or banners, except for those beneath canopy, as approved by the Landlord.

O. Names of designer, manufacturer or installer.

P. Individual dimensional wood, metal or plastic letters.

Q. Formed plastic or injected molded plastic signs.

R. Projecting signs and banners.

S. Any other signs, graphics or components which the Landlord determines to distract from the overall theme of the Shopping Center.

The remainder of this page is intentionally blank.
EXHIBIT E

STIPULATION OF TERM OF LEASE

AGREEMENT made this _____ day of __________________, 2014, by and between the following parties:

Landlord: __________________________________, a limited liability company / partnership with its mailing address for notices and a principal office at:

c/o The Widewaters Group, Inc.
5786 Widewaters Parkway
P.O. Box 3
DeWitt, New York 13214-0003
Attention: Lease Administration

hereinafter referred to as the “Landlord”, and

Tenant: __________________________________, a(n) ________________________________ organized and existing under the laws of the State of _______________ with a SSN / Fed. Tax ID number of ___________________________ and its principal office or residence at:

________________________________________________________________________

________________________________________________________________________

hereinafter referred to as the “Tenant”.

WHEREAS, Landlord and Tenant have entered into a lease dated the _____ day of _______________, 20____, relating to Premises located at: ____________________________, as more fully described in said Lease; and

WHEREAS, Landlord and Tenant now desire to stipulate and agree to the Term Commencement Date of the term as defined in the Lease.

NOW THEREFORE, it is hereby mutually stipulated and agreed by the parties hereto that the Term Commencement Date under the aforesaid Lease is the _____ day of _______________, 20____, and that the initial term expires on the _____ day of _______________, ____. It is further agreed and stipulated by Tenant that Tenant hereby accepts or has accepted the Premises, that it is in possession of the Premises, and that the Lease is in full force and effect.

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

LANDLORD:

By: ___________________________________
Joseph R. Scuderi
Member of the Executive Committee / Authorized Person

TENANT:

By: ___________________________________
name:
title:

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6/4/15
STATE OF NEW YORK         )
COUNTY OF ONONDAGA        )

On the ______ day of ___________ in the year 2014, before me, the undersigned, a Notary Public in and for said State, Joseph R. Scuderi, 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 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 ____________________)        
COUNTY OF ____________________)        

On the ______ day of ___________ in the year 2014, 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
EXHIBIT F

GUARANTY OF LEASE

The undersigned, organized and existing under the laws of the State of New York with principal office or residence at

Ebrahim Atwal
3095 Harlem Road
Cheektowaga, NY 14225
Attention: Ebrahim Atwal

hereinafter with its or his successors, assigns and legal representatives called the “Guarantor,” in consideration of execution and delivery of the amended and foregoing Lease bearing the date of June 4, 2015, pursuant to which Diophthone Properties II Company, LLC, with principal office at The Widewaters Group, Inc., 5786 Widewaters Parkway, DeWitt, New York 13214 (hereinafter and in said Lease called “Landlord”) has leased to Fam(m)ed New York, LLC, a New York limited liability company with principal address at:

3095 Harlem Road
Cheektowaga, NY 14225
Attention: Ebrahim Atwal
(Person or Office to Receive Notices)

(hereinafter and in said Lease called “Tenant”) certain premises in the Shopping Center known as Northern Lights Shopping Center, as more fully described in said Lease, and for other good and valuable consideration paid to Guarantor by Landlord, the receipt whereof is hereby acknowledged, does hereby guarantee to Landlord the full, prompt and punctual performance by Tenant of all of Tenant’s agreements, covenants and obligations under, and for the initial and any renewal term of, said Lease, including, but not limited to, the payment of all amounts that may be or become payable by Tenant to or for the benefit of Landlord under said Lease.

If the Lease is modified (including any assignment or sublet thereof) in any respect by agreement between Landlord and Tenant, the obligations of Guarantor hereunder shall extend and apply with respect to the full, prompt and punctual performance of all of the agreements, covenants and obligations of any such modification.

If the Lease shall be renewed, or its terms extended, for any period beyond the dates specified in the Lease for the expiration of said term either pursuant to any option granted under the Lease or otherwise, or if the Tenant holds over beyond the term of the Lease, or beyond such earlier date that the Lease may be terminated, the obligations of Guarantor hereunder shall extend and apply with respect to the full, prompt and punctual performance of all of the agreements, covenants and obligations of any such modifications thereof.

Neither Guarantor’s obligation to make payment in accordance with the terms of this Guaranty nor any remedy for the enforcement thereof shall be impaired, modified, released, or limited in any way by any impairment, modification, release, or limitation of liability of Tenant or Tenant’s estate in bankruptcy resulting from the operation of any present or future provision of the bankruptcy code of the United States or from the decision of any court interpreting the same.

Guarantor hereby agrees with Landlord that this Guaranty is unconditional and irrevocable. Guarantor irrevocably designates and appoints Tenant as its agent for service of process related to enforcement of this Guaranty by Landlord and hereby consents to jurisdiction of the courts of the State of New York with venue located in the County of Onondaga and waives (a) notice of the acceptance of this Guaranty by Landlord; (b) notice of default or of non-payment of rent or any other monetary obligation; (c) the right to require Landlord first to proceed against Tenant prior to proceeding against Guarantor for enforcement of its obligation under this Guaranty; (d) notice of any amendment or modification of the said Lease or any of the provisions contained therein; (e) the benefit of any statute of limitations affecting Guarantor’s liability under this Guaranty, and (f) the right to trial by jury in any action or proceeding that may hereafter be instituted by Landlord against Guarantor with respect to this Guaranty.

Guarantor further agrees that (i) the validity of this Guaranty and its or his obligations hereunder shall not be terminated, affected or impaired by reason of the assertion by Landlord against Tenant of any of the rights or remedies reserved to Landlord pursuant to the terms of said Lease; (ii) Guarantor’s obligation hereunder, if there is more than one guarantor of Tenant’s obligations under the Lease, is joint and several with any other guarantor(s) and shall not be discharged, either fully or partially, by any waiver, compromise, settlement, release or termination of any other guarantor’s obligations; and (iii) Guarantor will pay Landlord all of Landlord’s costs and expenses including but not limited to attorneys’ fees, incurred in the enforcement of this Guaranty (iv) notwithstanding the expiration or termination of this Guaranty or the Lease Guarantor shall not be relieved of any obligation or liability accruing prior thereto.

This Guaranty shall be (a) binding on Guarantor, its successors, assigns and legal representatives and for the benefit of Landlord, its successors, assigns and legal representatives; and (b) governed and interpreted by the laws of the state in which the Shopping Center is located.
IN WITNESS WHEREOF, the undersigned has caused this instrument to duly executed on this 4th day of June, 2015.

Printed name: Ephraim Atwal

STATE OF NEW YORK
COUNTY OF ERIE

SS.: 626 1990

On the 4th day of June in the year 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Ephraim Atwal, 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

ELAINE T. RENOUF
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ERIE COUNTY
My Commission Expires April 17, 2016.
GUARANTY OF LEASE

The undersigned, organized and existing under the laws of the State of New York with principal office or residence at:

Anarjit Atwal
168 Halston Parkway
East Amherst, New York 14051

hereinafter with its or his successors, assigns and legal representatives called the “Guarantor,” in consideration of execution and delivery of the annexed and foregoing Lease bearing the date of June 4, 2015, pursuant to which Dierphlou Properties II Company, LLC, with principal office at The Widewaters Group, Inc., 5786 Widewaters Parkway, DeWitt, New York 13214 (hereinafter and in said Lease called “Landlord”) has leased to: [Rentenee New York, LLC], a New York limited liability company with principal address at:

3095 Harlem Road
Cheektowaga, NY 14225
Attention: [Person or Office to Receive Notices]

(hereinafter and in said Lease called “Tenant”) certain premises in the Shopping Center known as Northern Lights Shopping Center, as more fully described in said Lease, and for other good and valuable consideration paid to Guarantor by Landlord, the receipt whereof is hereby acknowledged, does hereby guarantee to Landlord the full, prompt and punctual performance by Tenant of all of Tenant’s agreements, covenants and obligations under, and for the initial and any renewal term of, said Lease, including, but not limited to, the payment of all amounts that may be or become payable by Tenant to or for the benefit of Landlord under said Lease.

If the Lease is modified (including any assignment or sublet thereof) in any respect by agreement between Landlord and Tenant, the obligations of Guarantor hereunder shall extend and apply with respect to the full, prompt and punctual performance of all of the agreements, covenants and obligations of any such modification.

If the Lease shall be renewed, or its terms extended, for any period beyond the dates specified in the Lease for the expiration of said term either pursuant to any option granted under the Lease or otherwise, or if the Tenant holds over beyond the term of the Lease, or beyond such earlier date that the Lease may be terminated, the obligations of Guarantor hereunder shall extend and apply with respect to the full, prompt and punctual performance of all of the agreements, covenant and obligations of the said of any such modifications thereof.

Neither Guarantor’s obligation to make payment in accordance with the terms of this Guaranty nor any remedy for the enforcement thereof shall be impaired, modified, released, or limited in any way by any impairment, modification, release, or limitation of liability of Tenant or Tenant’s estate in bankruptcy resulting from the operation of any present or future provision of the bankruptcy code of the United States or from the decision of any court interpreting the same.

Guarantor hereby agrees with Landlord that this Guaranty is unconditional and irrevocable. Guarantor irrevocably designates and appoints Tenant as its agent for service of process related to enforcement of this Guaranty by Landlord and hereby consents to jurisdiction of the courts of the State of New York with venue located in the County of Onondaga and waives (a) notice of the acceptance of this Guaranty by Landlord; (b) notice of default or of non-payment of rent or any other monetary obligation; (c) the right to require Landlord first to proceed against Tenant prior to proceeding against Guarantor for enforcement of its obligation under this Guaranty; (d) notice of any amendment or modification of the said Lease or any of the provisions contained therein; (e) the benefit of any statute of limitations affecting Guarantor’s liability under this Guaranty, and (f) the right to trial by jury in any action or proceeding that may hereafter be instituted by Landlord against Guarantor with respect to this Guaranty.

Guarantor further agrees that (i) the validity of this Guaranty and its or his obligations hereunder shall not be terminated, affected or impaired by reason of the assertion by Landlord against Tenant of any of the rights or remedies reserved to Landlord pursuant to the terms of said Lease; (ii) Guarantor’s obligation hereunder, if there is more than one guarantor of Tenant’s obligations under the Lease, is joint and several with any other guarantor(s) and shall not be discharged, either fully or partially, by any waiver, compromise, settlement, release or termination of any other guarantor’s obligations; and (iii) Guarantor will pay Landlord all of Landlord’s costs and expenses including but not limited to attorneys’ fees, incurred in the enforcement of this Guaranty (iv) notwithstanding the expiration or termination of this Guaranty or the Lease Guarantor shall not be relieved of any obligation or liability accruing prior thereto.

This Guaranty shall be (a) binding on Guarantor, its successors, assigns and legal representatives and for the benefit of Landlord, its successors, assigns and legal representatives; and (b) governed and interpreted by the laws of the state in which the Shopping Center is located.
EXECUTED LEASE FOR

1435 UPPER FRONT ST.
BINGHAMTON, NY 13901
LEASE

as of dated June 3, 2015

between

1435 UPPER FRONT, LLC, as Landlord

and

FAR(M)ED NEW YORK, LLC, as Tenant

Affecting premises commonly known as
1435 Upper Front Street in the City of
Binghamton, New York
LEASE

LEASE, dated as of June 3, 2015, between 1435 Upper Front LLC, a New York limited liability company having an address at 390 Berry Street, Suite 200, Brooklyn, New York 11249, ("Landlord"), and FAR(M)ED NEW YORK, LLC, a New York limited liability company having an address at 3095 Harlem Road, Cheektowaga, New York 14225 ("Tenant").

ARTICLE 1. THE DEMISED PREMISES AND LEASE TERM

1.1 In consideration of the Rent hereinafter reserved and the terms, covenants and conditions set forth in this Lease to be observed and performed by Tenant, Landlord hereby demises and leases to Tenant, and Tenant hereby rents and takes from Landlord, the following property (collectively hereinafter referred to as the "Demised Premises"): (a) approximately 2600 square feet located on the end cap (former M&T Bank space) of that building located at 1435 Upper Front Street, City of Binghamton, New York (the "Building") on the parcel known as tax parcel 112.05-1-20 (the "Land"); (b) all rights of way or of use, servitudes, licenses, tenements, appurtenances and easements now or hereafter belonging or pertaining to the Demised Premises; and (c) the unlimited right to use in common with others all common areas appurtenant to the leased premises, including but not limited to sidewalks, driveways, parking areas, loading docks and other similar areas, TO HAVE AND TO HOLD the Demised Premises unto Tenant, and the permitted successors and assigns of Tenant, upon and subject to all of the terms, covenants and conditions herein contained, for a term (the "Lease Term") of five (5) years, commencing as of the Rent Commencement Date (hereinafter defined) and expiring on the last day of the month sixty months after the Rent Commencement Date, unless the Lease Term shall be renewed or sooner terminate pursuant to any of the conditional limitations or other provisions of this Lease (each period commencing on the Rent Commencement Date, and each anniversary of such date thereafter, and expiring 365 days after such date, shall be a "Lease Year"). Tenant shall have the right to terminate this Lease upon thirty (30) days' notice provided such notice is delivered no later than thirty (30) days after the commencement of the fourth Lease Year.

1.2 Provided Tenant is not in default hereunder beyond any applicable notice and cure periods, Tenant may elect, upon at least ninety (90) days prior written notice to Landlord, to extend the Lease Term for one (1) additional period of three (3) years (the "Option Term"). The Option Term shall be upon the same terms and conditions set forth in this Lease, except that the Fixed Rent shall be adjusted in accordance with Section 2.6 hereof.

ARTICLE 2. RENT

2.1 Commencing on the Rent Commencement Date, Tenant covenants to pay to Landlord as a net minimum rent (the "Fixed Rent") during the Lease Term as follows:

During each of the first, second and third Lease Years, the amount of $16.00 per square foot net of utilities, taxes, common area maintenance expenses and insurance ($41,600
annually).

During each of the fourth and fifth Lease Years, the amount of $17.00 per square foot net of utilities, taxes, common area maintenance expenses and insurance ($44,200 annually).

2.2 The Fixed Rent shall be payable in advance in equal monthly installments on the first day of each calendar month. Each date on which Fixed Rent is payable hereunder is hereinafter referred to as a “Rent Payment Date”.

2.3 Tenant also covenants to pay, from time to time as provided in this Lease, as “Additional Rent” (i) all other amounts and obligations which Tenant assumes or agrees to pay under this Lease and (ii) a late payment charge equal to five (5%) percent of the amount of any installment of Fixed Rent not paid within ten (10) days after the applicable Rent Payment Date. If Tenant shall fail to pay any such Additional Rent, Landlord shall have all the rights, powers and remedies provided for in this Lease or at law or in equity or otherwise in the case of nonpayment of rent.

2.4 All Fixed Rent and Additional Rent (collectively referred to herein as “Rent”) shall be paid at the office of Landlord as set forth above, or at such place and to such person as Landlord from time to time may designate.

2.5 Upon execution of this Lease, Tenant agrees to deposit and maintain with the Landlord as security an amount equal to at all times one month’s of the gross rent, for the payment of the rent and additional rent hereunder and the full and faithful performance by the Tenant of the covenants and conditions on the part of the Tenant to be performed. Said sum shall be returned to the Tenant, without interest and less appropriate deductions, within thirty days after the expiration of the term of this Lease, provided that the Tenant has fully and faithfully performed all such covenants and conditions and is not in arrears in rent or additional rent. During the term hereof, the Landlord may, if the Landlord so elects, have recourse to such security, to make good any default by the Tenant, in which event the Tenant shall, on demand, promptly restore said security to its original amount. Liability to repay said security to the Tenant shall run with the reversion and title to said premises, whether any change in ownership thereof be by voluntary alienation or as the result of judicial sale, foreclosure or other proceedings, or the exercise of a right of taking or entry by any mortgagee. The Landlord shall assign or transfer said security, for the benefit of the Tenant, to any subsequent owner or holder of the reversion or title to said premises, in which case the assignee shall become liable for the repayment thereof as herein provided, and the assignor shall be deemed to be released by the Tenant from all liability to return such security. This provision shall be applicable to every alienation or change in title and shall in no wise be deemed to permit the Landlord to retain the security after termination of the Landlord’s ownership of the reversion or title. The Tenant shall not mortgage, encumber or assign said security without the written consent of the Landlord.

2.6 Fixed Rent for the Option Term, if applicable, shall be as follows:
During the sixth Lease Year, the amount of $20.00 per square foot net of utilities, taxes, common area maintenance expenses and insurance ($52,000 annually).

During the seventh Lease Year, the amount of $21.00 per square foot net of utilities, taxes, common area maintenance expenses and insurance ($54,600 annually).

During the eighth Lease Year, the amount of $22.00 per square foot net of utilities, taxes, common area maintenance expenses and insurance ($57,200 annually).

**ARTICLE 3. USE OF DEMISED PREMISES**

3.1 Tenant shall use, occupy, maintain and operate the Demised Premises during the Lease Term as a dispensary of medical marijuana under the approval of the State of New York and for such other purposes as are ancillary, incidental or related to the foregoing use (such use, together with any other use permitted by law being, collectively, the "Permitted Use").

3.2 Tenant shall not do or suffer any waste, damage, disfigurement or injury to the Demised Premises.

3.3 Tenant shall be permitted to install signage on in the Building and Demised Premises subject only to obtaining all governmental and municipal approvals and permits required in connection with its signage.

3.4 Landlord hereby agrees that Tenant shall have no obligation to continuously conduct its business in the Demised Premises during any specified hours or other period of time, and that Tenant may "go dark" in the Demised Premises at any time during the Lease Term. However, such right of Tenant to "go dark" in the Demised Premises is expressly conditioned upon Tenant continuing to pay the Rent.

3.5 Tenant covenants and agrees that there shall be no offensive odors generated from Tenant's operation of its business nor shall Tenant cause or permit any loud or offensive noises to emanate from the leased premises. A violation of this clause shall be the grounds for the Landlord to require the Tenant to take immediate steps to alter or correct the condition within thirty days at the Tenant's cost and expense. Upon Tenant's failure to do so, after thirty days, then and only then will the Landlord have the right to evict the Tenant. Tenant agrees to indemnify, defend and hold harmless the Landlord from any claims damages or proceedings which may be commenced against the Landlord in any Court or Administrative Agency as a result of Tenant's breach of this covenant.

3.6 Tenant shall not store any materials outside the premises. Any materials stored inside shall be in accordance with the State and Local regulations.

**ARTICLE 4. CONDITION OF DEMISED PREMISES**

4.1 As of September 1, 2015, Landlord shall deliver the Demised Premises to Tenant in clean condition with all utilities, building systems (HVAC, electric, plumbing) and equipment
in good operating condition. Landlord makes no representation or warranty, express or implied in fact or by law, as to the nature or condition of the Demised Premises, or its fitness or availability for any particular use, or the income from or expenses of operation of the Demised Premises, other than as expressly set forth herein.

4.2 Tenant has examined the premises and has entered into this lease without any representation on the part of the Landlord as to the condition thereof. The Tenant agrees that, except as set forth in Article 4.1 above, it is accepting the premises in its current “as is” condition. Furthermore, the Tenant shall obtain all permits and certificates of occupancy at its own cost and expense.

ARTICLE 5. MAINTENANCE AND REPAIR

5.1 Except as provided herein, Tenant shall take good care of the premises, including HVAC systems and window and door glass, and shall at the Tenant's own cost and expense, make all repairs, including all interior space repairs and replacements, painting and decorating, and shall maintain the premises in good condition and state of repair, and at the end or other expiration of the term hereof, shall deliver up the rented premises in good order and condition, wear and tear from a reasonable use thereof, and damage by the elements not resulting from the neglect or fault of the Tenant, excepted.

5.2 Landlord, at all times during the Lease Term and at Landlord’s expense, shall keep all structural elements of the Building, including exterior walls, foundations, floors, roofs, gutters and drains, and the adjoining sidewalks, curbs parking areas and all appurtenances to the Demised Premises, in good and clean order and operating condition and shall make all necessary or appropriate repairs, replacements and renewals thereof, whether interior or exterior, structural or nonstructural, ordinary or extraordinary, or foreseen or unforeseen. All repairs, replacements and renewals shall be equal in quality and class to the original work. Landlord shall maintain the roof such that the same shall be free of leaks.

5.3 Landlord, at all times during the Lease Term and at Landlord’s expense, shall keep the parking areas servicing the Demised Premises free of accumulations of ice and snow subject, however, to the provisions of this Lease pertaining to operating expenses which requires the Tenant to pay his portion of expense for such items.

5.4 The Tenant shall be responsible for the repair, maintenance and replacement, if needed, the plumbing and electrical systems, (including wires, outlets and power sources servicing Tenant’s premises) within the four walls of the premises. The repair, maintenance and replacement of the heating and air conditioning units and system components serving the demised premises shall be the responsibility of the Tenant. The Tenant agrees that it shall maintain a service contract with a maintenance company selected by the Landlord for the maintenance of the heating and air conditioning units serving the demised premises, provided that the cost of same is commercially reasonable.
5.5 The Tenant is required to notify the Landlord of any repairs, maintenance or alterations intended to be made to the heating and air conditioning system, plumbing system or electrical system. Such repairs and alterations are to be performed only by qualified licensed and insured repairmen and shall conform to the building code requirements of the municipality where the property is located and the State of New York. The Landlord reserves the right to have the work inspected at the Landlord’s own expense by his own chosen professional. If the work does not meet industry standards and code requirements, then the Tenant will be required to have the modifications made at the Tenant’s expense. In addition, if the work is found to be deficient as mentioned, the Tenant must also pay the Landlord’s reasonable cost for such inspection. Alternatively, the Landlord can have the modifications made by his own professional and the Tenant will be required to reimburse the Landlord for the cost of such modification. Finally, the Landlord warrants that the heating and air conditioning systems, and the plumbing and electrical systems are in proper working order at the inception date of this Lease.

5.6 Tenant shall maintain the Premises and Landlord shall maintain the structures and common areas in compliance with all federal, state and local laws, ordinances, rules, regulations and policies regarding the environment, health or safety ("Applicable Environmental Law") which apply to the Premises, structures and common areas or its use. Notwithstanding any provision of the applicable NY statutory reference to the contrary, if Tenant is operating an "industrial establishment", as that term is defined in applicable NY statutes, Tenant shall, at its own cost and expense, comply with applicable NY statutes whenever an obligation to do so arises. Tenant shall, at its own cost and expense, make all submissions to, provide all information to, and comply with all requirements of the New York Department of Environmental Conservation ("DEC") pursuant to applicable NY statutes. Should the NY Department of Environmental Conservation ("DEC") determine that a remediation Action Workplan be prepared and that remediation must be undertaken because of any spills or discharges of hazardous substances or hazardous wastes (as those terms are defined in applicable NY statute) at the Premises then Tenant shall, at Tenant's own expense, prepare and submit the required documents and remediation funding source, carry out the cleanup costs solely related to spill or discharge of hazardous substances or hazardous wastes which occurred prior to the date Tenant first entered the Premises. At no expense to Landlord, Tenant shall promptly provide all information requested by Landlord regarding or in furtherance of applicable NY statute compliance. Tenant shall sign any affidavit submitted to it by Landlord which is true, accurate and complete, Tenant shall provide the necessary information to make it true, accurate or complete and shall then sign same. Landlord represents to tenant that the condition of the premises is such that the property is not presently subject to the terms and conditions of applicable NY Statute.

5.7 Tenant shall promptly supply Landlord with any notices, correspondence and submissions of any nature made by Tenant to, or received by Tenant from, the NY Department of Environmental Conservation ("DEC"), the United States Environmental Protection Agency, or any local, state or federal authority concerning compliance with Applicable Environmental Law.

5.8 Tenant shall not conduct any operation in the Premises which shall cause Tenant's Standard Industrial Classification major group number, as defined in the SIC Manual, to change.
Tenant shall not install any underground or above ground storage tanks on the Premises without obtaining necessary approvals.

5.9 At any time upon request of the Landlord, but subject to the provisions of Article 27, Tenant shall give Landlord and its representatives access to the Premises during normal business hours in order to inspect the Premises, inspect any documents pertaining to Tenant's compliance with Applicable Environmental Law or perform any work in order to determine that the Premises or its use by Tenant comply with Applicable Environmental Law.

5.10 Notwithstanding the expiration or earlier termination of this Lease, if there exists a violation of Applicable Environmental Law at the Premises or if Tenant has failed to fulfill its obligations under this paragraph 1, Tenant shall have a continuing obligation to pay to Landlord the greater of (i) two hundred (200%) percent of the rent as shall be in effect immediately prior to the termination of the term hereof or (ii) the maximum rental otherwise provided by applicable law, for the full period after expiration or earlier termination until applicable governmental environmental entities confirm, in writing, that the violation of Applicable Environmental Law has been cured and tenant has fulfilled all of its obligations under Applicable Environmental Law or under this Lease.

5.11 In the event that a lien shall be filed (i) against the Premises during the term of this Lease arising in whole or in part out of hazardous substances or hazardous wastes spilled or discharged after the Commencement Date of this Lease, or (ii) after environmental Law which occurred during the term of this Lease, pursuant to and in accordance with Applicable Environmental Law, including but not limited to the applicable NY statutes, or the Federal Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 et seq., then Tenant shall, within thirty (30) days from the time Tenant is given notice of the lien, or within such shorter period of time in the event that the United States, New York or any other agency or subdivision of either such entity has commenced steps to cause the Premises to be sold pursuant to the lien, pay the claim and remove the lien from the Premises. Landlord shall reimburse Tenant for that portion of the lien which is solely related to a spill or discharge of hazardous substances or wastes which occurred prior to the date Tenant first entered the Premises.

5.12 Tenant shall indemnify, defend and hold harmless from all fines, suits, procedures, claims, liabilities, costs and actions of any kind, including counsel fees (including those to enforce this indemnity), arising out of or in any way connected with any spills or discharges of hazardous substances or hazardous wastes at the Premises except those which occurred prior to the date tenant first entered the Premises; and from all fines, suits, procedures, claims, liabilities, costs and action of any kind, including counsel fees (including those to enforce this indemnity), arising out of Tenant's failure to comply with the provisions of this Paragraph 1. Tenant's obligations and liabilities under this Paragraph 1 shall survive the expiration or earlier termination of this Lease, and shall continue so long as Landlord remains responsible or liable for either any spills or discharges of hazardous substances or hazardous wastes at the Premises or any violations of Applicable Environmental Law. Tenant's failure to abide by the terms of this Paragraph 1 shall be enforceable by injunction.
5.13 Anything contained in this Article 5 to the contrary notwithstanding, Tenant’s obligation shall not apply to any conditions existing at the time Tenant takes occupancy of the Demised Premises.

ARTICLE 6. ALTERATIONS AND ADDITIONS

6.1 Tenant at Tenant’s expense may make alterations of and additions to the Demised Premises consistent with the requirements of the State of New York relating to the use of the Demised Premises as a dispensary of medical marijuana (an “Alteration of Right”), provided that any such Alteration of Right is effected with due diligence, in a good and workmanlike manner and in compliance with all applicable local codes and regulations and is promptly and fully paid for by Tenant. Tenant at Tenant’s expense may make any other alterations of or additions to the Demised Premises (an “Other Alteration”) provided such Other Alteration is (i) effected with due diligence, in a good and workmanlike manner and in compliance with all applicable local codes and regulations; (ii) is promptly and fully paid for by Tenant, and (iii) is made, in case the estimated cost of such Other Alteration exceeds $25,000.00, only after Tenant shall have obtained Landlord’s prior written consent in accordance with Section 6.2 below and under the supervision of an architect or engineer reasonably satisfactory to Landlord and in accordance with plans, specifications and cost estimates reasonably approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. All Tenant’s work shall conform with applicable statutes, ordinances, regulations and codes. Tenant shall obtain, at its expense, all approvals required by public authorities and/or utility companies with respect to Tenant’s work.

6.2 Tenant shall deliver to Landlord by notice in the manner provided in Article 32 hereof, which notice must specifically refer to this Article 6, a request for Landlord’s consent to any Alteration that requires approval by Landlord (an “Alteration Notice”). Within thirty (30) Business Days of its receipt of an Alteration Notice, Landlord shall give the required consent or furnish Tenant with specific written objections relating to such requested Alteration(s). If Landlord fails to respond to Tenant’s Alteration Notice within ten (10) Business Days after Landlord’s receipt thereof, then such Alteration Notice shall be deemed approved, provided and on the condition that (i) Tenant shall have complied with the provisions of this Article 6 and (ii) Tenant shall not be in default of this Lease beyond any applicable notice and/or cure periods. Any Landlord consent required pursuant to this Article 6, shall not be unreasonable withheld, delayed or conditioned by Landlord.

6.3 Except as otherwise provided for in this Lease, the title to all Alterations made during the Lease Term and any renewal thereof, forthwith shall vest in Landlord, and such Alterations shall be and become the sole and absolute property of Landlord, without any obligation of payment by Landlord therefor.

6.4 Tenant assumes the entire responsibility and liability, for any and all injuries or death of any or all persons, including Tenant’s contractor and subcontractors, and their respective employees and for any and all damages to the property caused by, or resulting from or arising out of any act or omission on the part of the Tenant, Tenant’s contractor or subcontractors or their
respective employees, in the course of Tenant’s work and with respect to such work agrees to indemnify and save harmless Landlord, the fee owner and any ground or underlying lessors of the building from and against all losses and/or expenses including reasonable legal fees and expense, which they may suffer or pay as the result of claims or lawsuits due to, because of, or arising out of any and all such injuries or death and/or damage, whether real or alleged and Tenant and Tenant’s contractor and/or subcontractors shall assume and defend at their own expense all such claims or lawsuits. Tenant agrees to insure this assumed liability in its comprehensive general liability insurance policy and the certificate of insurance of copy of the policy that Tenant will present to Landlord shall so indicate such contractual coverage.

ARTICLE 7. IMPOSITIONS

7.1 Tenant shall pay to Landlord, as Additional Rent an amount equal to Tenant’s Share of Impositions (including, but not limited to, real estate taxes and as further defined in Article 31 hereto) for each Tax Year or part thereof during the Lease Term. Tenant’s liability under this Section 7.1 shall in all cases be prorated on the basis of a three-hundred sixty-five (365) day year for any Tax Year which is not included entirely within the Lease Term.

7.2 As used in this Article 7, "Tenant’s Share" shall mean thirty-nine (39%) percent and is estimated at $7.50 per square foot.

7.3 The parties acknowledge that the “Tax Year” currently begins on January 1 and ends on December 31, and that Impositions are currently due and payable on or before February 10 of each Tax Year. Tenant shall pay Tenant’s Share of Impositions directly to Landlord no later than thirty (30) days after Landlord’s demand for payment therefor, which demand shall be accompanied by Landlord’s computation of Tenant’s Share and delivered to Tenant in accordance with Article 32 herein.

ARTICLE 8. LIENS

8.1 Tenant shall not directly or indirectly create or permit, and shall discharge, any mortgage, lien, security interest, encumbrance or charge on, pledge of or conditional sale or other retention agreement with respect to the Demised Premises or Tenant’s interest under this Lease, other than (i) liens for Impositions not yet payable, or payable without the addition of any fine, penalty, interest or cost for nonpayment, or being contested as permitted in Article 9 hereof, and (ii) the liens of mechanics, materialmen, suppliers or vendors, or right thereto, incurred in the ordinary course of business for sums which under the terms of the related contract are not at the time due, provided that adequate provision for the payment thereof shall have been made and provisions of the following paragraph are complied with.

8.2 If, in connection with any work being performed by or for Tenant or in connection with any materials being furnished to Tenant, any mechanic’s lien or other lien or charge shall be filed or made against the Demised Premises or any part thereof, or if any such lien or charge shall be filed or made against Landlord, then Tenant, at Tenant’s expense, within thirty (30) days after
such lien or charge shall have been filed or made, shall (i) cause the same to be canceled and discharged of record by payment thereof or filing a bond or otherwise, or (ii) undertake proceedings for the cancellation or discharge of such lien or charge. Tenant promptly and diligently shall (i) defend any suit, action or proceeding which may be brought for the enforcement of such lien or charge, (ii) satisfy and discharge any judgment entered therein within one hundred and eighty (180) days from the entering of such judgment by payment thereof or filing a bond or otherwise, and (iii) pay all reasonable out-of-pocket costs and expenses, including reasonable attorneys’ fees, suffered or incurred by Landlord in connection therewith within thirty (30) days of Landlord’s demand for such payment.

ARTICLE 9. PERMITTED CONTESTS

9.1 Tenant, at Tenant’s expense may contest, by appropriate legal proceedings conducted in good faith and with due diligence, the amount or validity or application, in whole or in part, of any Imposition imposed on the Demised Premises, provided that (i) Tenant shall first make all contested payments, under protest if Tenant desires, unless such proceedings shall suspend the collection by Landlord of any Rent and (ii) neither the Demised Premises, nor any part thereof or interest therein, nor any Rent would be in any reasonable danger of being sold, forfeited, lost or interfered with.

ARTICLE 10. UTILITY SERVICES

10.1 Tenant shall pay for all electric, natural gas utility and water/sewer service directly servicing only the Demised Premises. Tenant shall comply with all contracts relating to any utility services delivered to the Demised Premises.

ARTICLE 11. INSURANCE

11.1 Tenant, at all times during the Lease Term and at Tenant’s expense, shall provide and maintain, in full force and effect, with respect to the Tenant’s improvements and Tenant’s Equipment (i) insurance against loss or damage by fire, lightning, windstorm, hail, explosion and other risks from time to time included under “extended coverage” policies, in an amount equal to at least 100% of the full replacement value of the Demised Premises and, in any event, in an amount sufficient to prevent Landlord or Tenant from becoming a coinsurer of any loss under applicable policies, which shall be written on a replacement cost basis, (ii) public liability and property damage insurance protecting Tenant against any and all liability occasioned by negligence, occurrence, accident or disaster in or about the Demised Premises or any part thereof, or the adjoining sidewalks, curbs, vaults and vault space, if any, streets or ways, or any appurtenances thereto, in amounts reasonably approved from time to time by Landlord, which amounts at the date hereof shall be, in the case of public liability, $1,000,000 per person and $3,000,000 per accident, and in the case of property damage, $1,000,000, and (iii) appropriate workers’ compensation or other insurance against liability arising from claims of workers in respect of and during the period of any work on or about the Demised Premises. Landlord agrees to keep the Building, but not the Tenant’s improvements or Tenant’s Equipment, insured against fire and other risks included in the standard extended coverage (“all-risk”) New York form of property.
insurance, during the Term for its full replacement cost, without co-insurance, with reputable insurers licensed to do business in the state in which the Building is located.

11.2 All insurance maintained by Tenant pursuant to this Article 11 shall, (i) except for workers’ compensation insurance, name Landlord an additional insured and, in the case of insurance for property damage, shall include, to the extent available, an effective waiver by the issuer of all rights of subrogation against any named insured or such insured’s interest in the Demised Premises or any income derived therefrom, (ii) provide, except in the case of public liability and workers’ compensation insurance, that insurance proceeds shall be payable to Landlord for the benefit of Landlord and Tenant, as their respective interests may appear, (iii) provide that any losses shall be payable by the insurance company notwithstanding any act or failure to act or negligence of Landlord or Tenant or any other person, and (iv) provide that no cancellation, reduction in amount or material change in coverage thereof shall be effective until at least ten days after receipt by Landlord and Tenant of written notice thereof.

11.3 Upon the execution of this Lease and thereafter not less than fifteen days prior to the expiration date of any policy maintained by Tenant pursuant to this Article 11, Tenant shall deliver to Landlord copies of all certificates of insurance evidencing the coverages required by this Lease and evidence of the payment of the premiums therefor.

11.4 If at any time Tenant shall neglect or fail to provide or maintain insurance or to deliver insurance certificates in accordance with this Article 11, Landlord may, after thirty (30) days’ prior written notice to Tenant, effect such insurance as agent for Tenant, by taking out policies in companies selected by Landlord, and the amount of the premiums paid for such insurance shall be paid by Tenant to Landlord on demand.

11.5 Notwithstanding anything herein to the contrary, Landlord hereby acknowledges and agrees that the insurance policies maintained by Tenant in connection with the Demised Premise as of the Rent Commencement Date satisfy the requirements of this Article 11.

11.6 Tenant acknowledges that it is solely responsible for insuring its own property and contents and that Landlord has no insurance for same.

11.7 If for any reason it shall be impossible to obtain fire and other hazard insurance on the buildings and improvements on the leased premises, in an amount and in the form and in insurance companies with industry standards, the Landlord may, if the Landlord so elects at any time thereafter, terminate this lease and the term hereof, upon giving to the Tenant 60 days notice in writing of the Landlord's intention so to do, and upon the giving of such notice, this lease and the term thereof shall terminate. If by reason of the use to which the premises are put by the Tenant or character of or the manner in which the Tenant's business is carried on, the insurance rates for fire and other hazards shall be increased, the Tenant shall upon demand, pay to the Landlord, as rent, the amounts by which the premiums for such insurance are increased. Such payment shall be paid with the next installment of rent but in no case later than one month after such demand, whichever occurs sooner.
11.8 Unless caused by the willful acts of Landlord, Tenant will not assign to any insurance company any right or cause of action for damages to property of Tenant located in the building or the premises which Tenant may acquire against Landlord during the term of this Lease, and Tenant expressly waives all rights of subrogation for such damage.

11.9 Unless caused by the willful acts of Tenant, Landlord will not assign to any insurance company any right or cause of action for damages to the building or the property of Landlord which Landlord may acquire against tenant during the term of this Lease, and Landlord expressly waives all rights of subrogation for such damage.

11.10 It is expressly understood that the waiver of subrogation set forth in Articles 11.8 and 11.9 will apply only to the extent that the loss in question is covered by insurance and only if the insurance coverage maintained by the parties will not be adversely affected thereby.

**ARTICLE 12. DAMAGE TO OR DESTRUCTION OF THE DEMISED PREMISES**

12.1 If there is any material damage to or destruction of the Demised Premises or any part thereof, Tenant promptly shall give written notice thereof to Landlord, generally describing the nature and extent of such damage or destruction.

12.2 If there is any damage to or destruction of the Demised Premises or any part thereof, Landlord shall promptly commence and complete, subject to Unavoidable Delays, the restoration, replacement or rebuilding the shell of the Demised Premises to its condition as of the effective date of this Lease but not including the construction or installation of a vault. Tenant, at Tenant’s expense whether or not the insurance proceeds, if any, on account of such damage or destruction shall be sufficient for the purpose, shall thereafter promptly commence and complete, subject to Unavoidable Delays, the restoration, replacement or rebuilding of the Demised Premises as nearly as possible to its value, condition and character immediately prior to such damage or destruction, but not including the construction or installation of a vault, with such Alterations as may be made at Tenant’s election pursuant to and subject to Article 6 herein. Pending the completion of such Restoration (as defined in Article 31 herein), Tenant shall perform all temporary work and take all such actions as may be necessary or desirable to protect and preserve the Demised Premises.

12.3 Insurance proceeds received by Landlord on account of any damage to or destruction of the Demised Premises or any part thereof, less the reasonable costs and expenses incurred by Landlord or Tenant in the collection thereof, including without limitation fees and expenses of adjusters and attorneys, shall be applied as hereinafter provided.

12.4 Net insurance proceeds received by Landlord on account of any damage to or destruction of Tenant’s improvements or Tenant’s Equipment shall, unless Tenant is in default under this Lease, be paid by Landlord to Tenant to reimburse Tenant for the cost of Restoration upon written request of Tenant accompanied by evidence, satisfactory to Landlord that the amount requested has been paid by Tenant or is then due and payable and is properly a part of
such cost, that there are no mechanics’ or similar liens for labor or materials theretofore supplied in connection with the Restoration, and that the balance of said proceeds after making the payment requested will be sufficient to pay the balance of the cost of Restoration. Upon receipt by Landlord of evidence satisfactory to Landlord that the Restoration has been completed and the cost thereof has been paid in full, and that there are no mechanics’ or similar liens for labor or materials supplied in connection therewith, the balance, if any, of such proceeds shall be paid to Landlord.

ARTICLE 13. TAKING OF THE DEMISED PREMISES

13.1 If there is a Taking of the fee of the entire Demised Premises, other than for a temporary use, this Lease shall terminate as of the date of such Taking. In case of a Taking, other than for temporary use, of such perpetual easement on the entire Demised Premises, or a Taking of at least thirty-five (35%) percent of the Demised Premises, Tenant may terminate this Lease by written notice to Landlord given within sixty (60) days after such Taking, as of a date specified in such notice within ninety days after such Taking. Any Taking of the Demised Premises of the character referred to in this Article 13, which results in the termination of this Lease, is referred to herein as a “Total Taking”.

13.2 If there is a Taking of the Demised Premises other than a Total Taking, this Lease shall remain in full force and effect as to the principal of the Demised Premises remaining immediately after such Taking, without any abatement or reduction of Rent, except as may be expressly provided in this Article 13, and Tenant, at Tenant’s expense whether or not the awards or payments, if any, on account of such Taking will be sufficient for the purpose, promptly shall commence and complete, subject to Unavoidable Delays, Restoration of the Demised Premises as nearly as possible to its value, condition and character immediately prior to such Taking, except for any reduction in area caused thereby, provided that in case of a Taking for temporary use Tenant shall not be required to effect Restoration (other than temporary work and actions necessary or desirable for the protection of the Demised Premises) until such Taking for a temporary use is terminated.

ARTICLE 14. QUIET ENJOYMENT

14.1 Landlord covenants that so long as Tenant is not in default hereunder in the payment of any Rent or compliance with or the performance of any of the terms, covenants or conditions of this Lease on Tenant’s part to be complied with or performed, Tenant shall not be hindered or molested by Landlord in Tenant’s enjoyment of the Demised Premises.

ARTICLE 15. RIGHT TO CURE TENANT’S DEFAULT

15.1 If Tenant fails to make any payment or to comply with or perform any term, covenant or condition of this Lease to be complied with or performed by Tenant, Landlord may, but shall be under no obligation to, after thirty (30) days’ written notice to Tenant, make such payment or perform or cause to be performed such work, labor, services, acts or things, and take such other steps as Landlord may reasonably deem advisable, to comply with any such term,
covenant or condition which is in default. Tenant shall reimburse Landlord (with interest at the rate of ten percent per annum) for all reasonable sums so paid by Landlord and all costs and expenses incurred by Landlord including reasonable attorney's fees in connection with the making of any payments, the performance of any act or other steps taken by Landlord pursuant to this Article 15.

ARTICLE 16. EVENTS OF DEFAULT AND TERMINATION

16.1 If any one or more of the following events ("Events of Default") shall occur:

(a) if Tenant shall fail to pay any Fixed Rent within fifteen (15) days after notice from Landlord that same is past due; or

(b) if Tenant shall fail to pay any Additional Rent, when and as the same becomes due and payable and such failure shall continue for more than thirty (30) days after notice from Landlord that same is past due; or

(c) if Tenant shall fail to comply with or perform any term, covenant or condition of Articles 7, 8 or 11, and such failure shall continue for more than thirty (30) days after Tenant receives notice from Landlord that same is past due; or

(d) if Tenant shall fail to comply with or perform any other term, covenant or condition hereof, and such failure shall continue for more than thirty (30) days after notice thereof from Landlord, and Tenant within said period, subject to Unavoidable Delays, shall not commence with due diligence and dispatch the curing of such default, or, having so commenced, thereafter shall fail or neglect to prosecute or complete with due diligence and dispatch the curing of such default for reasons other than Unavoidable Delays; or

(e) if Tenant shall make a general assignment for the benefit of creditors, or shall admit in writing Tenant’s inability to pay Tenant’s debts as they become due, or shall file a petition in bankruptcy, or shall be adjudicated a bankrupt or insolvent, or shall file a petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, or shall file an answer admitting, or shall fail to contest, the material allegations of a petition filed against Tenant in any such proceeding, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Tenant or any material part of Tenant’s properties; or

(f) if, within ninety days after the commencement of any proceeding against Tenant seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceeding shall not have been dismissed, or if, within ninety (90) days after the appointment without the consent of acquiescence of Tenant, of any trustee, receiver or liquidator of Tenant or of any material part of Tenant’s properties, such appointment shall not have been vacated; or

(g) if a final judgment for the payment of money shall be rendered against Tenant and, within sixty (60) days after the entry thereof, such judgment shall not have been dis-
charged or execution thereof stayed pending appeal, or if, within sixty (60) days after the expiration of any such stay, such judgment shall not have been discharged; then, and in any such Event of Default, and upon the expiration of any applicable notice, grace or cure period without completion of the cure of same, Landlord, at any time thereafter may give ten (10) Business Days’ written termination notice to Tenant, and upon the expiration of said ten (10) Business Day period, this Lease shall terminate and, subject to Article 21, the Lease Term shall expire and terminate by limitation, and all rights of Tenant under this Lease shall cease, unless before such date (i) all arrears of Rent (with interest at the rate of ten percent per annum) and all costs and expenses, including reasonable attorneys’ fees, incurred by or on behalf of Landlord hereunder, shall have been paid by Tenant, and (ii) all other defaults at the time existing under this Lease shall have been fully remedied to the reasonable satisfaction of Landlord. Tenant shall reimburse Landlord for all reasonable out-of-pocket costs and expenses, including reasonable attorneys’ fees, incurred by or on behalf of Landlord occasioned by or in connection with any default by Tenant under this Lease.

(h) Any monies due under this Lease from the Tenant to the Landlord for any reason whatsoever, including, but not limited to, late charges, payment for utilities, real estate taxes, damages, operating expenses, additional security or the like are deemed to be additional rent and Landlord is hereby empowered to collect same as if it was unpaid rent.

(i) In the event of the failure of either party to comply with the terms hereof if it becomes necessary for either party to hire or engage an attorney, the losing party agrees to pay all and any reasonable attorney’s fees, costs and expenses which may be incurred by the prevailing party. The Landlord shall have the right to collect those fees either in accordance with the terms of this Lease, as additional rent or in accordance with any other provisions provided by law. The Tenant shall have the right to collect these fees either in accordance with any other provisions provided by law or to deduct same from the next due payments of rent or additional rent.

ARTICLE 17. REPOSESSION

17.1 If an Event of Default shall have occurred and be continuing upon the expiration of any applicable notice, grace or cure period without completion of the cure of same, Landlord, whether or not the Lease Term shall have been terminated pursuant to Article 16, may enter upon and repossess the Demised Premises or any part thereof by force, summary proceedings, ejectment or otherwise, and may remove Tenant and all other persons and any and all property therefrom. Notwithstanding anything herein to the contrary, Landlord acknowledges that its right of reentry into the premises set forth in this Lease do not confer on it the authority to manufacture and/or dispense on the Demised Premises medical marijuana in accordance with article 33 of the Public Health Law and Landlord agrees to provide to the New York State Department of Health, Mayor Erastus Corning 2nd Tower, The Governor Nelson A. Rockefeller Empire State Plaza, Albany, NY 12237 with notification by certified mail of its intent to reenter the Demised Premises or to initiate dispossess proceedings or that this Lease is due to expire, at least 30 days prior to the date on which Landlord intends to
exercise a right of reentry or to initiate such proceedings or at least 60 days before the expiration of this Lease.

ARTICLE 18. RELETTING

18.1 At any time or from time to time after the repossession of the Demised Premises or any part thereof pursuant to Article 17, whether or not the Lease Term shall have been terminated pursuant to Article 16, Landlord may relet the Demised Premises or any part thereof for the account of Tenant, for such term or terms (which may be greater than or less than the period which would otherwise have constituted the balance of the Lease Term) and on such conditions (which may include concessions or free rent) and for such uses (subject to the limitations of Article 17.1) as Landlord, in Landlord’s absolute discretion, may determine, and may collect and receive the rents therefrom. Landlord shall not be responsible or liable for any failure to relet the Demised Premises or any part thereof or for any failure to collect any rent due upon any such reletting.

ARTICLE 19. ASSIGNMENT OF SUBRENTS

19.1 Tenant hereby irrevocably assigns to Landlord all rents due or to become due from any assignee of Tenant’s interest hereunder and any subTenant or any tenant or occupant of the Demised Premises or any part thereof, together with the right to collect and receive such rents; provided, however, that, so long as Tenant is not in default under this Lease, Tenant shall have the right to collect such rents for Tenant’s own use and purposes. Upon any default by Tenant under this Lease, Landlord shall have absolute title to such rents and the absolute right to collect the same. Landlord shall apply to the Rent due under this Lease the net amount (after deducting all reasonable costs and expenses incident to the collection thereof and the operation and maintenance, including repairs, of the Demised Premises) of any rents so collected and received by Landlord.

ARTICLE 20. TENANT’S EQUIPMENT

20.1 All Tenant’s Equipment (as defined in Article 31 herein) shall be the property of Tenant. Unless otherwise agreed to in writing by the parties, Tenant shall remove all its Equipment and Fixtures at its sole cost and expense. Any Tenant’s Equipment or Fixtures not removed by Tenant, at Tenant’s expense, within thirty (30) days after any repossession of the Demised Premises, whether or not this Lease has been terminated, shall be considered abandoned by Tenant and may be appropriated, sold, destroyed or otherwise disposed of by Landlord without notice to Tenant and without obligation to account therefor; and Tenant shall pay Landlord, on demand, all reasonable, out-of-pocket costs and expenses incurred by Landlord in removing, storing or disposing of any of Tenant’s Equipment and Fixtures including reasonable attorney’s fees, costs and expenses. Tenant shall immediately repair at Tenant’s expense all damage to the Demised Premises caused by any removal of Tenant’s Equipment or Fixtures therefrom, whether effected by Tenant or by any other person. Landlord shall not be responsible for any loss or damage to Tenant’s Equipment or Fixtures caused by the removal of same.
ARTICLE 21. SURVIVAL OF TENANT'S OBLIGATIONS AND DAMAGES

21.1 In the event Tenant’s use of the Demised Premises as a dispensary for medical marijuana shall be prohibited or restrained by operation of law, rule or regulation, Tenant shall have the right to terminate this Lease upon ninety (90) days’ notice to Landlord, in which event neither party shall have any further duty or obligation hereunder except for the payment of rent through the date of termination and except for such other duties or obligations as are specifically provided to survive the termination of this Lease.

21.2 If an Event of Default shall have occurred and be continuing upon the expiration of any applicable notice, grace or cure period without completion of the cure of same, and Landlord shall terminate this Lease or shall enter upon and repossess the Demised Premises, Tenant shall pay to Landlord all Rent up to the time of such termination or repossession, together with all reasonable costs and expenses incurred by Landlord in connection with such termination or repossession including attorneys’ fees, and thereafter Tenant, until the end of what would have been the Lease Term in the absence of such termination or repossession, and whether or not the Demised Premises or any part thereof shall have been releet, shall be liable to Landlord for, and shall pay to Landlord, as liquidated and agreed and current damages for Tenant’s default, (a) all Rent which would be payable under this Lease by Tenant in the absence of such termination or repossession, less (b) all net rents collected by Landlord from the tenants or subtenants of the Demised Premises, if any, and the net proceeds, if any, of any releeting affected for the account of Tenant pursuant to Article 18 after deducting from such proceeds all Landlord’s reasonable expenses in connection with such releeting and other sums owed Landlord, including without limitation all reasonable repossession costs, brokerage commissions, legal and accounting expenses, attorneys’ fees, employees’ expenses, promotional expenses, reasonable alteration costs, and expenses of preparation for such releeting. Tenant shall pay such current damages monthly on the Rent Payment Dates applicable in the absence of such termination or repossession, and Landlord shall be entitled to recover the same from Tenant on each such date.

21.3 Alternatively, at any time after such termination or repossession, Landlord shall be entitled to recover from Tenant, and Tenant shall pay to Landlord on demand, as and for liquidated and agreed final damages for Tenant’s default and in lieu of all other damages, an amount equal to the excess, if any, of (a) all Rent which would be payable under this Lease from the date of such demand (or, if it be earlier, the date to which Tenant shall have satisfied in full Tenant’s obligation under the preceding paragraph of this Article 21 to pay current damages) until what would be the then unexpired Lease Term in the absence of such termination or repossession discounted to a present value, over (b) the then fair net rental value of the Demised Premises for the same period. Upon the payment of such final damages, this Lease, if not already terminated, shall be deemed terminated. If any statute or rule of law shall validly limit the amount of such liquidated final damages to less than the amount above agreed upon, Landlord shall be entitled to the maximum amount allowable under such statute or rule of law.

ARTICLE 22. WAIVERS

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22.1 No failure by Landlord or Tenant to insist upon the strict performance of and compliance with any term, covenant or condition hereof or to exercise or enforce any right, power or remedy consequent upon a breach thereof, and no submission by Tenant or acceptance by Landlord of full or partial Rent during the continuance of any such breach, shall constitute a waiver of any such breach or of any such term, covenant or condition. No waiver of any breach of any term, covenant or condition of this Lease shall affect or alter this Lease, which shall continue in full force and effect, or the respective rights, powers or remedies of Landlord or Tenant with respect to any other then existing or subsequent breach.

22.2 LANDLORD AND TENANT HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER AGAINST THE OTHER, OR AS TO ANY MATTERS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, OR THEIR RELATIONSHIP AS LANDLORD AND TENANT, OR TENANT’S USE OR OCCUPANCY.

ARTICLE 23. LANDLORD’S REMEDIES CUMULATIVE

23.1 All of the rights, powers and remedies of Landlord provided for in this Lease or now or hereafter existing at law or in equity, or by statute or otherwise, shall be deemed to be separate, distinct, cumulative and concurrent. No one or more of such rights, powers or remedies, nor any mention of reference to any one or more of them in this Lease, shall be deemed to be in the exclusion of, or a waiver of, any other rights, powers or remedies provided for in this Lease, or now or hereafter existing at law or in equity, or by statute or otherwise. The exercise or enforcement by Landlord of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise or enforcement by Landlord of any or all of such other rights, powers or remedies.

ARTICLE 24. ESTOPPEL CERTIFICATES

24.1 Tenant shall execute, acknowledge and deliver to Landlord, promptly upon request, a certificate certifying: (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the Lease is in full force and effect, as modified, and identifying the modifications); (b) the dates to which Rent has been paid; (c) whether or not there is any existing default by Landlord or Tenant with respect to which a notice of default has been delivered, and if there is any such default, specifying the nature and extent thereof; and (d) whether or not there are any setoffs, defenses or counterclaims against the enforcement of any term, covenant or condition of this Lease. Any such certificate may be relied upon by any prospective purchaser or mortgagee of the Demised Premises or any part thereof.

ARTICLE 25. ASSIGNMENT, SUBLETTING AND MORTGAGES

25.1 Tenant expressly covenants that Tenant shall not voluntarily or involuntarily assign, encumber, mortgage or otherwise transfer this Lease, or sublet the Demised Premises or any part thereof, or suffer or permit the Demised Premises or any part thereof to be used or occupied by others, by operation of law or otherwise, without the prior written consent of Landlord in each
instance, which consent shall not be unreasonably withheld, delayed or conditioned. Absent such consent, any act or instrument purporting to do any of the foregoing shall be null and void.

25.2 If this Lease is assigned, whether or not in violation of the terms of this Article 25, Landlord may collect Rent from the assignee. If the Demised Premises or any part thereof are sublet or occupied by anybody other than Tenant, Landlord, after any default by Tenant, may collect rent from the subtenant or occupant, and apply the net amount collected to the Rent due hereunder. Such collection of rent by Landlord shall not be deemed a waiver of the provisions hereof, the acceptance of the assignee, subtenant or occupant as a tenant, or a release of Tenant from the further observance and performance by Tenant of the terms, covenants and conditions of this Lease.

25.3 The consent by Landlord to an assignment, encumbrance, transfer or subletting shall not in any way be deemed consent to any further assignment, encumbrance, transfer or subletting. In no event shall any permitted subTenant assign or encumber its sublease or further sublet all or any portion of its sublet space, or otherwise suffer or permit the sublet space or any part thereof to be used or occupied by others, without the prior written consent of Landlord in each instance, and each permitted sublease shall so provide in its terms.

25.4 Any such consent of Landlord shall be subject to the terms of this Lease and conditional upon there being no default by Tenant, beyond any grace period, under any term, covenant or condition of this Lease at the time that Landlord’s consent is requested.

25.5 Upon receiving Landlord’s written consent, a duly executed copy of the sublease or assignment shall be delivered to Landlord within thirty days after execution thereof. Any such sublease shall provide that the subTenant shall comply with all applicable terms, covenants and conditions of this Lease to be observed or performed by Tenant hereunder. Any such assignment shall contain an assumption by the assignee of all of the terms, covenants and conditions of this Lease to be observed or performed by Tenant.

25.6 Notwithstanding anything herein to the contrary, Tenant shall have the right to assign or sublease this Lease to an Affiliate upon reasonable notice to Landlord and without Landlord’s prior consent. For the purposes of this Article 25, the term “Affiliate” shall mean any entity which controls or is controlled by or under common control with Tenant, and the term “control” shall mean, in the case of a corporation, ownership or voting control, directly or indirectly, of at least fifty (50%) percent of all the voting stock, and in case of a joint venture, limited liability company, partnership or similar entity, ownership, directly or indirectly, of at least fifty (50%) percent of all the general or other partnership, membership (or similar) interests therein.

25.7 Tenant will pay Landlord’s reasonable costs and expenses, including reasonable legal fees, associated with the processing and documentation of any assignment, subletting, license, concession, creation of a security interest, granting of a collateral assignment, change of ownership or other transfer required by Tenant for which Landlord’s consent is required or sought. Landlord will not be required to take any action on any of matters referred to in the
preceding sentence until the required payment has been made by Tenant. Reasonable legal fees are expected to be $1,000 for each occurrence.

ARTICLE 26. SUBORDINATION AND ATTORNMENT

26.1 This Lease shall be subject and subordinate to all mortgages which may now or hereafter affect the Land, and to all renewals, modifications, consolidations, increases, replacements and extensions thereof; provided, however, the foregoing condition is subject to Tenant receiving a subordination, non-disturbance and attornment agreement from the mortgagor in a form reasonably acceptable to Tenant providing that so long as Tenant shall not be in default of this Lease, Tenant’s interest shall not be disturbed. In the event of any sale of the Demised Premises in a foreclosure of any such mortgage or the exercise by the holder of any such mortgages of any other remedies provided for by law or in such mortgage, Tenant, upon written request of the holder of the mortgage or the purchaser at such foreclosure or any person succeeding to the interest of the holder of the mortgage, shall attorn to such holder, purchaser or successor in interest, as the case may be, without change in the terms, covenants or conditions of this Lease. If such a request is made, this Lease shall not be deemed to be terminated by any foreclosure proceedings or other remedies for the enforcement of the mortgage by such holder, purchaser or successor in interest. The provisions of this Article 28 shall be self-operative and no further instrument of subordination and/or attornment shall be required. In confirmation of such subordination and/or attornment, Tenant promptly shall execute and deliver at Tenant’s expense any instrument that Landlord or the holder of any such mortgage may reasonably request to evidence such subordination and/or attornment.

ARTICLE 27. ENTRY BY LANDLORD

27.1 Subject to Tenant’s reasonable internal safety and security requirements and applicable statutes, codes, rules and regulations, including specifically but without limitation those that apply to the handling and dispensing of medical marijuana, Landlord and any authorized representatives of Landlord shall have the right to enter the Demised Premises, at all reasonable times and upon reasonable advance notice to Tenant, for the purpose of inspecting the same or for the purpose of doing any work permitted to be done by Landlord under this Lease, and to take other such actions permitted under this Lease. Nothing contained herein shall create or imply any duty on the part of Landlord to make any such inspection or do any such act. Subject to the limitations above, Landlord and representatives of Landlord shall have the right to enter the Demised Premises at all reasonable times upon reasonable prior notice for the purpose of showing the Demised Premises to prospective purchasers or mortgagees, and at any time during the six (6) month period preceding the expiration or termination of this Lease for the purpose of showing the same to prospective tenants. No such entry shall constitute an eviction of Tenant.

27.2 Notwithstanding anything above to the contrary, Landlord’s rights of entry shall at all times be restricted by and shall be in conformity with all applicable statutes, codes, rules and regulations, including specifically but without limitation those that apply to the handling and dispensing of medical marijuana, and shall in no case extend to vaults or other secured portions of the Demised Premises where money, medical marijuana and related items, securities or other
valuables, confidential documents, high security telecommunication servers or similar high security equipment are kept except in accordance with Tenant's security procedures. Tenant may, from time to time and upon reasonable advance notice to Landlord, designate certain areas of the Premises that Landlord shall be prohibited from entering, except in the case of an emergency, and then only if accompanied by an authorized Tenant representative and in conformity with applicable.

27.3 Subject to the conditions above, Tenant agrees to permit the Landlord and the Landlord's agents, employees or other representatives to show the premises to persons wishing to rent or purchase the same, and Tenant agrees that on or after six months next preceding the expiration of the term or renewal term hereof, the Landlord or the Landlord's agents, employees or other representatives shall have the right to place notices offering the premises for rent or for sale.

**ARTICLE 28. CONVEYANCE BY LANDLORD**

28.1 If the original or any successor Landlord shall convey or otherwise dispose of the Land and Building, Landlord shall thereupon be released from all obligations and liabilities of Landlord under this Lease (except those accruing prior to such conveyance or other disposition), and such obligations and liabilities shall be binding solely on the then owner of the Land and Building.

28.2 In any action brought to enforce the obligations or liabilities of Landlord under this Lease, any judgment or decree shall be enforceable against Landlord only to the extent of Landlord’s interest in the Land and Building, and no such judgment shall be the basis of execution on, or be a lien on, assets of Landlord other that Landlord’s interest in the Land and Building.

28.3 As material inducement for Tenant to enter into this Lease, Landlord and its respective successors and/or assigns, agree not to convey, assign, license, sell or lease any portion of the Building or any other property on the same street or avenue and within a 1000 feet of the Demised Premises, whether now owned or hereafter acquired by Landlord, without first prohibiting the use of such property to be conveyed, assigned, licensed, sold or leased for the operation of a school, day care facility, church, synagogue or other place of worship (the “Restriction”). The Restriction shall apply only as long as all of the following conditions exist: (i) Tenant is occupying the Demised Premises and operating as a medical marijuana dispensary and (ii) Tenant is not in default of a material term of this Lease beyond all applicable periods of notice and cure. Such Restriction shall be set forth and contained in any Memorandum of Lease and in any instrument of transfer as a covenant running with the Land for the benefit of Tenant. If, at any time, Landlord violates the Restriction, Landlord shall be liable to Tenant for any and all losses, costs (including, without limitation, attorneys’ fees and costs and any costs incurred by Tenant in connection with enforcing the Restriction) damages, demands, suits, proceedings, judgments, fines or penalties, whether groundless or not, whether threatened or actual, for, concerning, or with respect to, Landlord’s violation of the Restriction. In addition, Tenant shall
expressly have the right to bring an action in any court of competent jurisdiction to act to enforce the Restriction on behalf of the Landlord if the Landlord fails to do so.

**ARTICLE 29. END OF LEASE TERM AND HOLDOVER**

29.1 Upon the expiration or termination of the Lease Term, Tenant shall promptly quit, surrender and deliver to Landlord the Demised Premises, free of all tenancies or other rights of occupancy, with the Improvements thereon in good order and condition, ordinary wear and tear excepted, and shall remove all Tenant’s Equipment and Fixtures therefrom at its sole cost and expense. Any holding over or continued occupancy by Tenant after the expiration of the term of this Lease shall not operate to extend or renew this Lease or to imply or create a new Lease. In such event, Landlord shall have the right to immediately terminate the Tenant’s occupancy, or to treat Tenant’s occupancy as a month-to-month tenancy, in which event Tenant shall continue to pay rental charges equal to double the rental charges provided for during the last month of the Lease, and Tenant shall perform all obligations as shall be in effect and Tenant shall perform all obligations as shall be in effect immediately prior to the termination of the term hereof. In no event, however, shall Tenant be relieved of any liability to Landlord for damages resulting from such holding over.

**ARTICLE 30. BROKERAGE**

30.1 Landlord and Tenant each represents and warrants to the other that such party has not dealt with any broker or finder in connection with the Demised Premises or this Lease other than Pyramid Brokerage Company and Innovative Realty Solutions, Inc. (each a “Broker” and collectively the “Brokers”). Landlord agrees to pay all brokers fees in the amount of six percent of the lease amount. Landlord and Tenant each agrees to indemnify and hold the other harmless from and against any and all commission, liability, claim, loss, damage or expense, including reasonable attorneys’ fees, arising from any claims for brokerage or any other fee or commission by any person (other than Broker) with whom such party has dealt.

**ARTICLE 31. DEFINITIONS**

31.1 As used in this Lease, the following terms have the following respective meanings:

"Business Day" -- all days, excluding Saturdays, Sundays, and all days observed by either the State of New York, the United States of America or by the labor unions servicing the Building as legal holidays.

"default" -- any condition or event which constitutes, or which after notice or lapse of time or both would constitute, an Event of Default.

"Demised Premises" -- as defined in Article 1.

"Event of Default" -- as defined in Article 16.
“Fixed Rent” -- as defined in Article 2.

“Impositions” -- all taxes, [real estate and other municipal taxes], assessments (including without limitation all assessments for public improvements or benefits, whether or not commenced or completed prior to the date hereof and whether or not to be completed within the Lease Term), water and sewer rents and charges, charges for public utilities, excises, levies, license fees, permit fees, inspection fees and other authorization fees and other charges of every nature and kind whatsoever (including all interest and penalties thereon), in each case, whether general or special, ordinary or extraordinary, foreseen or unforeseen, of every character, which at any time during or in respect of the Lease Term may be assessed, levied, charged, confirmed or imposed on or in respect of or be a lien upon (a) the Demised Premises or any part thereof or any rent therefrom or any estate, right or interest therein, or (b) any occupancy, use or possession of or activity conducted on the Demised Premises or any part thereof. The term “Impositions” shall exclude, however, any income taxes assessed against Landlord, franchise, estate, inheritance or transfer taxes of Landlord, or any tax or charge in replacement or substitution of the foregoing or of a similar character; provided, however, that if at any time during the Lease Term the then prevailing method of taxation or assessment shall be changed so that the whole or any part of the Impositions theretofore payable by Tenant as above provided, shall instead be levied, charged, assessed or imposed whole or partially on the rents received by Landlord from the Demised Premises, or shall otherwise be imposed against Landlord in the form of a franchise tax or otherwise, then Tenant shall pay the same (and the same shall be deemed Impositions) at least twenty days prior to the last day upon which the same may be paid by Landlord without interest or penalty for the late payment thereof.

“Land” -- as defined in Article 1.

“Lease” -- this Lease, as at the time amended, modified or supplemented.

“Lease Term” -- as defined in Article 1, as the same may be extended or renewed.

“Tenant’s Equipment” -- all fixtures, safe deposit boxes, vaults, machinery, apparatus, furniture, furnishings and other equipment and all temporary or auxiliary structures installed by or at the request of Tenant in or about the Demised Premises or any part thereof, which (a) are not used and are not procured for use, in whole or in part, in connection with the operation, maintenance or protection of the Demised Premises.
“person” – an individual, a corporation, an association, a partnership, a joint venture, an organization, or other business entity, or a governmental or political unit or agency.

“Rent Commencement Date” – means the later of November 1, 2014 or sixty (60) days after the delivery of the Demised Premises by Landlord to Tenant in the condition required by this Lease.

“Rent Payment Date” – as defined in Article 2.

“Restoration” – all restorations, replacements, rebuildings, alterations, additions, temporary repairs and property protection to be performed in connection with a Taking of the Demised Premises or the damage to or destruction of the Building or Demised Premises.

“Taking” – a taking during the Lease Term of all or any part of the Demised Premises, or any leasehold or other interest therein or right accruing thereto, as the result of the exercise of the right of condemnation or eminent domain or a sale in lieu or in anticipation of such exercise or a change or grade affecting the Demised Premises or any part thereof.

“Total Taking” – as defined in Article 13.

“Unavoidable Delays” – delays due to strikes, acts of God, governmental restrictions, enemy action, riot, civil commotion, fire, unavoidable casualty or other causes beyond the control of Tenant, provided that no delay shall be deemed an Unavoidable Delay if the Demised Premises or any part thereof or interest therein or any Rent would be in any danger of being sold, forfeited, lost or interfered with, or if any Occupancy Tenant, Landlord or Tenant would be in danger of incurring any civil or criminal liability for failure to perform the required act. Lack of funds shall not be deemed a cause beyond the control of Tenant.

ARTICLE 32. NOTICES

32.1 All notices, demands, elections and other communications desired or required to be delivered or given under this Lease shall be in writing, and shall be deemed to have been delivered and given when delivered by hand or by nationally recognized overnight courier, or on the third Business Day after the same have been mailed by first class registered or certified mail, return receipt requested, postage prepaid, enclosed in a securely sealed envelope addressed to the party to which the same is to be delivered or given at such party’s address as set forth in this Lease or at such other address as said party shall have designated in writing in accordance with this Article 38.
All notices from Tenant to Landlord required or permitted by any provision of this Lease shall be direct to Landlord as follows:

1435 Upper Front, LLC
390 Berry Street, Suite 200
Brooklyn, New York 11249

with a copy to: Cummings Law Offices, PLLC
3000 Mt. Read Blvd., Suite 202
Rochester, New York 14616
Attention: James J. Cummings III

All notices from Landlord to Tenant required or permitted hereunder shall be directed as follows:

Far(M)ed New York, LLC
3095 Harlem Road
Cheektowaga, New York 14225

with a copy to: Phillips Lytle LLP
1400 First Federal Plaza
Rochester, NY 14614
Attention: Richard M. Beers, Jr, Esq.

with a copy by certified mail to: New York State Department of Health
Mayor Erastus Corning 2nd Tower
The Governor Nelson A. Rockefeller Empire State Plaza,
Albany, NY 12237

**ARTICLE 33. MISCELLANEOUS**

33.1 All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law, and are intended to be limited to the extent necessary so that they will not render this Lease invalid, unenforceable or not entitled to be recorded under any applicable law. If any term, covenant or condition of this Lease shall be held to be invalid, illegal or unenforceable, the validity of the other terms, covenants and conditions of this Lease shall in no way be affected thereby. If any interest or late charge provided for herein shall be deemed to be in excess of the maximum amount permitted under applicable law, Tenant shall be deemed to be entitled to the maximum amount permitted under applicable law.
33.2  This Lease shall be construed under the laws of New York State. Venue shall be within the County of New York in the State of New York.

33.3  The headings in this Lease are for purposes of reference only and shall not limit or define the meaning hereof.

33.4  This Lease may be changed or modified only by an instrument in writing signed by the party against which enforcement of such change or modification is sought.

33.5  This Lease shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto.

33.6  Tenant, within 14 days of the execution of this Lease, shall pay, as Tenant previously agreed, Landlord’s legal fees incurred in connection with the expedited preparation and finalization of this Lease, in the amount of $2,400.00. Payment shall be made directly to Landlord’s attorney:

James J. Cummings III, Esq.,
Cumming Law Offices, PLLC,
3000 Mt. Read Blvd., Suite 202
Rochester, New York 14616

33.7  Prior to taking possession, Tenant shall deliver to Landlord the executed Guaranty in the form attached as Schedule A.

ARTICLE 34. TENANT'S CONTINGENCIES

34.1  Tenant’s obligations under this Lease are contingent upon and subject to the satisfaction of each of the following matters on or before the date specified (in each case, the "Contingency Satisfaction Date"):

(a)  On or before August 31, 2015, Tenant shall have received final approval from the State of New York as a Registered Organization under the State of New York Medical Marijuana Program.

(b)  On or before August 31, 2015, Tenant shall have received all approvals, consents and authorities required by applicable statute, rule, code or regulation to operate the Demised Premises as a dispensary of medical marijuana under the State of New York Medical Marijuana Program and to display such signs as Tenant shall desire or require relating to such use.

If the foregoing contingencies have not been satisfied or waived by Tenant on or before the Contingency Satisfaction Date, then Tenant may terminate this Lease by giving written notice
to Landlord any time before all of the foregoing contingencies has (i) been satisfied or (ii) waived by both parties in writing.

ARTICLE 35. RIGHT OF FIRST REFUSAL TO PURCHASE

35.1 Landlord hereby grants Tenant a right of first refusal to purchase the Land and Building during the Term of this Lease. Should Landlord decide to sell the Land or Building during the term of this Lease, Landlord shall notify Tenant of the terms on which Landlord is willing to sell. Tenant shall have the option for a period of fifteen (15) days after receiving written notice to purchase the Land or Building on the terms stated in the notice. Should Tenant fail to exercise the option within the option period, Landlord shall have the right to sell the premises to a third party on the same terms stated in the notice to Tenant. Any sale on different terms reinstates Tenant's right of first refusal. If Landlord has not closed a sale of the property to such third party on such terms within six (6) months after Tenant's receipt of notice, Tenant's right of first refusal is reinstated, unless the Lease Term has expired.

ARTICLE 36. LIABILITY

36.1 The Landlord shall not be responsible for any loss or damage to any of Tenant's property, unless caused by the gross negligence or willful misconduct of Landlord. Unless caused by the Landlord's gross negligence or willful conduct, the Landlord shall not be liable for any personal injury, which may be sustained by the Tenant or any other person, as a consequence of the failure, breakage, leakage, or obstruction of the water, plumbing, steam, sewer, waste or soil pipes, roof, drains, leaders, gutters, valleys, down spouts or the like or of the electrical, gas, power, conveyor, refrigeration, sprinkler, air conditioning or heating systems, elevators or hoisting equipment. The Landlord shall not be liable for any damage or injury which may be sustained by Tenant or any other person by reason of the elements; or resulting from the carelessness, negligence or improper conduct on the part of any other Tenant or any other Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors; or attributable to any interference with, interruption of or failure, beyond the control of the Landlord, of any service to be furnished or supplied by Landlord.

36.2 The Landlord is not liable or responsible to the Tenant or to any servant, agent or employee of the Tenant nor to any patron or customer of the Tenant for any claim, injury, loss or damage suffered as the result of any theft or burglary (provided same are not due to The Landlord's willful acts or gross negligence). The Landlord is not responsible for security and it shall be the Tenant's sole obligation and expense to provide security it deems adequate to protect itself, its agents, servants or employees and its patrons and customers from any claim, injury, loss or damage from a theft or burglary. In addition, the Tenant agrees to indemnify and hold the Landlord harmless for any injury, loss or damage suffered by the Tenant, its agents, servants or employees and its patrons and customers (provided same are not due to the Landlord's willful acts or gross negligence).
IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease on the date first above written.

LANDLORD

1435 Upper Front, LLC

By: 
Name: ART WORCH
Its: Manager

TENANT

FAR(M)ED NEW YORK, LLC

By: 
Name: Enrico Atwell
Its: President
SCHEDULE A - Guaranty

"GOOD GUY" GUARANTY

THIS GOOD GUY GUARANTY ("Guaranty") is made as of June 3, 2015 by

EPHRAIM ATWAL, an individual residing at 245 Nottingham Terrace, Buffalo, New York 14216 ("Guarantor") with respect to that certain lease dated June 3, 2015 by and between 1435 UPPER FRONT LLC, having an address at 390 Berry Street, Suite 200, Brooklyn, New York 11249, ("Landlord"), and FAR(M)ED NEW YORK, LLC, a New York limited liability company having an address at 3095 Harlem Road, Cheektowaga, New York 14225 ("Tenant").

Guarantor hereby covenants and agrees as follows:

1. **Guaranty.** As limited by the provisions of Section 2 of this Guaranty, Guarantor hereby unconditionally, absolutely and irrevocably guarantees to Landlord (i) the prompt payment when due of the basic rent and any additional rent and taxes or assessments due under the Lease and all other fixed charges due under the Lease, and (ii) to pay on demand any and all expenses (including, without limitation, reasonable counsel fees and disbursements) incurred by Landlord in enforcing any rights under this Guaranty (collectively, the "Obligations"). This Guaranty is an absolute and unconditional guaranty of payment (and not of collection).

2. **Limitation of Liability.** Provided that Landlord has received no less than sixty (60) days prior written notice specifying the Surrender Date (as hereinafter defined), together with payment of all Obligations computed through the Surrender Date (excluding any accelerated rent, if any), all keys to the Demised Premises, and Tenant having left the Demised Premises in broom-clean, vacant condition, free of subtenants, occupants or any claims to possession or occupancy by third parties and otherwise in the condition required by the Lease and with no legal impediment to Landlords re-leasing the Demised Premises caused by or attributable to Tenant or Tenants occupancy (the date all of the foregoing are fully satisfied and complied with being the "Surrender Date"), then Guarantor shall be released from all liability with respect to any Obligations arising or accruing after the Surrender Date and this Guaranty shall thereafter be deemed terminated and of no further force or effect, but Guarantor shall continue to remain liable for all reasonable expenses (including, without limitation, counsel fees and disbursements) incurred by Landlord in enforcing any rights under this Guaranty or the Obligations.

3. **Waiver.** Guarantor hereby waives to the full extent permitted by law (i) notice of acceptance of this Guaranty and of any change in the financial condition of Tenant, (ii) promptness, diligence, and presentment and demand for payment, performance or observance of any of the Obligations, and (iii) protest, notice of dishonor, notice of default and any other notice with respect to any of the Obligations and/or this Guaranty.

4. **Amendment: Waiver.** No amendment or waiver of any provision of this Guaranty nor consent to any departure by Guarantor therefrom shall in any event be effective unless the same shall be
in writing and signed by Landlord, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No delay on the part of Landlord in exercising any rights hereunder or failure to exercise the same shall operate as a waiver of such rights and no notice to or demand on Guarantor shall be deemed to be a waiver of the obligations of Guarantor or of the right of Landlord to take further action without notice or demand. Guarantor shall not assign any rights under this Guaranty or delegate any duties under this Guaranty, without, in each instance, Landlord's prior written consent.

5. **Rights Cumulative.** All rights and remedies of Landlord under this Guaranty shall be cumulative and may be exercised singly or concurrently.

6. **Notices.** All notices and other communications which may be or are desired to be given hereunder shall be in writing and sent in accordance with ARTICLE 32 of the Lease.

7. **Continuing Guaranty.** This Guaranty is a continuing guaranty of payment (not performance) and shall (i) remain in full force and effect until the payment of the Obligations, as limited by Section 2 of this Guaranty (ii) be binding upon the Guarantor, its successors and assigns and (iii) inure to the benefit of and be enforceable by Landlord and its successors and assigns or by any person to whom Landlord's interest in the Lease or any part thereof, including the rents, may be assigned whether by way of mortgage or otherwise.

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Guarantor  

Dated 1/3/15

EPHRAIM ATWAL
Attachment D: Operating Plan

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:

Preface    Market Analysis and Financial Projections
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))
Section 1 – Cultivation and Extraction
Section 1i. Market Analysis and Financial Projections
Section 1ii.  Cultivation Standard Operating Procedures
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PRE-EXTRACTION AND MILLING EQUIPMENT
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LIST OF EQUIPMENT AND SPECIFICATIONS FOR CANNABIS TISSUE CULTURE LABORATORY
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LIST OF EQUIPMENT FOR QUANTATIVE/INDUSTRIAL EXTRACTION AND ISOLATION OF CHEMICAL CONSTITUENTS OF CANNABIS.
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Section 2: Transportation & Shipping
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Section 3: Dispensing Standard Operating Procedures
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Section 4: Devices
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Devices Available for Sale in Medical Marijuana Dispensary

Far(m)ed’s dispensaries will carry established brands of vaporizing devices to facilitate the consumption of medical marijuana products. While oils, salves, pills and transdermal product forms will be made available to patients and can be taken without the use of specialized devices, the concentrated oil form does require the assistance of devices to support consumption.

Reusable Vaporizing Pen: Atmos Raw
Included in the Atmos Rx RAW Vaporizer Kit:
(1) x Atmos Rx RAW Vaporizer Battery
(1) x Atmos Rx RAW Vaporizer Ceramic Heating Chamber
(1) x Spring
(1) x Mesh Filter
(1) x Glass Screen
(1) x Chamber Connector
(1) x Ceramic Filter
(1) x Rubber Mouthpiece
(1) x Cleaning Brush Tool
(1) x Wall Adapter
(1) x USB Charger
(1) x Packing Tool
(1) x User Manual

Specs:
Electronically Controlled, AtmosRx heats the material between 380 - 400 degrees F

Ten second safety timeout
Rechargeable Li-Ion Power Source
Ceramic Heating Chamber
Length = 5 inches
Diameter = 0.5 inch
Heat Up Time = 5 seconds
Full Charge Run Time for a completely charged battery = 2 hours
Wall Charger or any USB port charges the Internal Li-Ion Battery
Automatic Shut-Off Feature
Section 4: Devices

Reusable Vaporizing Pen: iPuff 2.0
The Vapr2.0 is ahead of its time, offering the most versatile mobile vaporizer package the industry has yet to see. Featuring a 3-in-1-atomizer system for concentrates, herbs, essential oils, and e-liquid the Vapr2.0 allows you to vape whatever product it is wish to vape. Features such as the full ceramic lining in the v1.3 atomizer assure users of vaping at the cleanest standards possible.
The Vapr2.0 pen set comes fully equipped with one a 350 mAh lithium ion battery with 14kt gold contacts, three interchangeable atomizers, a mouthpiece, a packing tool, protective rubber tips and charging kit which includes a car adapter.

The Vapr2.0 pen set includes:
1 Vapr2.0 battery
1 Tip
3 Atomizers (V1.3 for wax/oil, V2.2 for dry herb and V3.1 for liquids)
2 Protective tips
1 Packing tool
1 Wall adapter
1 Car adapter
1 Extendable USB cord
Section 4: Devices

Reusable Vaporizing Pen: Cloud Classic Go-Pen
Properties: Other
Place of Origin: Guangdong, China (Mainland)
Model Number: MEJOIN Elips
Model: Wax dry herb vaporizer pen
Color: Assorted
Battery capacity: 360mAh
Weight of total package: 185g
Weight of single device: 22g
Certificates: CE, RoHS, FCC
Warranty: 1 year
Brand Name: MEJOIN
Usage: Dry herbs, oils, wax

Disposable Vaporizing Pen: HanoSon
Properties: Other
Place of Origin: China
Model Number: BUD-DS80 Disposable e-Cigarette
Weight: 8g
ODM/OEM: Yes
Battery Capacity: 170 mAh
Length: 87 mm
Diameter: 8.5mm
Working Voltage: 3.3v - 4.2 v
Certification: CE, ROHS, FCC
Brand Name: HNS
Package: Plastic Tube
Capacity of Atomizer: 0.2ml
Section 5: Security Plan
Attachment D: Operating Plan

Section 5: Security and Control

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Section 6: Branding & Public Relations
Section 6: Standard Operating Procedures Manual

The purpose of this section is to lay out standard operating procedures as they relate to branding and public relations. It is important that products are presented in a responsible way that does not glamorize the product and accurately describes the contents and potency in the package and the potential risks associated with it. This section also describes the procedures necessary to properly store and transport product without affecting the quality. The section then goes on to explain the protocols for community and drug abuse education. Finally this section finishes with procedures for training staff and keeping them up-to-date on their training.
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A. Branding and Packaging Protocol

Introduction

Branding Introduction

To comply with the New York Compassionate Care Act branding and packaging protocols, Far(m)ed will produce five (5) brands of medical marijuana product with prior approval of the department. These brands will be constructed in four separate forms (see below). Each form will utilize medically-inspired, cannabinoi-d focused brands subject to departmental approval. Far(m)ed has no desire to have any affiliation with “street” slang, recreational culture, or images and symbols that would distract from their patient-centric, medically-focused, and research-based mission. As medical practitioners, with marketers with pharmaceutical experience, the group is well-versed in the processes of governmental approval to bring products and brands to market, and would never pursue messages that would convey representations of efficacy. The following section outlines the brands and their proposed delivery.

Brand 1: High CBD Low THC
Brand 2: Mid CBD Low THC
Brand 3: Equal THC and CBD
Brand 4: High THC Low CBD
Brand 5: Mid THC Low CBD

(1) liquid or oil preparations for metered oromucosal or sublingual administration or administration per tube;
(2) metered liquid or oil preparations for vaporization;
(3) capsules for oral administration; or
(4) any additional form and route of administration approved by the commissioner.

Smoking is not an approved route of administration.

Approved medical marijuana products are not incorporated into edible food products by the registered organization, unless approved by the commissioner.

Packaging Protocol

Far(m)ed packages final forms of medical marijuana products at the manufacturing site. The original seal will not broken except for quality testing at an approved laboratory, for adverse event investigations, by the department, or by the certified patient or designated caregiver pursuant to 1004.11 Manufacturing requirements for approved medical marijuana products.

Far(m)ed will comply with packaging requirements including packages that adhere to the following guidelines: child-resistant; tamper-proof/tamper-evident; light resistant; in a re-

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sealable package that minimizes oxygen exposure. Each package contains a unique identifier (lot) with the approved medical marijuana product\(^1\).

Each approved medical marijuana product is affixed with a product label that has been approved by the department prior to use. Each product label must be applied at the manufacturing facility, be easily readable, firmly affixed and include\(^2\):

1. the name, address and registration number of the registered organization;
2. the medical marijuana product form and brand designation;
3. the single dose THC and CBD content for the product set forth in milligrams (mg);
4. the medical marijuana product lot unique identifier (lot number or bar code);
5. the quantity included in the package;
6. the date packaged;
7. the date of expiration of the product;
8. the proper storage conditions;
9. Language with the proper warning label requirements.

Product Warning Label Requirements

Medical marijuana products are kept in original packaging and removed from the original packaging only when ready for use by the certified patient\(^3\). The following are product warnings that appear on each container:

1. “Keep secured at all times”;
2. “May not be resold or transferred to another person”;
3. “This product might impair the ability to drive”;
4. “KEEP THIS PRODUCT AWAY FROM CHILDREN” (even in the event that medical marijuana product is being given to the child under a practitioner’s care, this label would remain); and
5. “This product is for medicinal use only. Women should not consume during pregnancy or while breastfeeding except on the advice of the certifying practitioner, and in the case of breastfeeding mothers, including the infant’s pediatrician.”

Far(m)ed’s manufacturing partner has provided stability study data in the Extraction SOPs, and depends on product formulation, storage condition, and other environmental factors. The stability and expiration date of the final distributed medical marijuana product will be

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\(^1\) 1004.11 subsection (j) Manufacturing requirements for approved medical marijuana products

\(^2\) 1004.11 subsection (k) Manufacturing requirements for approved medical marijuana products

\(^3\) 1004.11 subsection (9) (i) Manufacturing requirements for approved medical marijuana products

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validated and must be stable for a minimum of 60 days under the specified storage conditions (light, temperature and humidity) when opened;

- Shelf-life of unopened medical marijuana products (e.g., packages or vials) are validated by ongoing stability testing according to a schedule determined by the department and an expiration date for unopened products are determined through the stability testing;
- Specifications regarding storage conditions address storage at the manufacturing facility once the package is sealed, during transport, at the dispensing facility, in the patient’s home and for samples retained for future testing.

No synthetic marijuana additives are used in the production of medical marijuana products. Far(m)ed’s approved standard operating procedures for the aforementioned activities must be followed, unless otherwise approved by the department.

Dispensing Facility Packaging Requirements

Far(m)ed’s dispensing facilities will affix a patient specific dispensing label (approved by the department), which is easily readable to each product, and includes:

1. the name and registry identification number of the certified patient and designated caregiver, if any;
2. the certifying practitioner’s name;
3. the dispensing facility name, address and phone number;
4. the dosing and administration instructions;
5. the quantity and date dispensed; and
6. any recommendation or limitation by the practitioner as to the use of medical marijuana.

The Far(m)ed dispensing facilities will place medical marijuana products in plain outer packages in accordance with state laws. Far(m)ed ensures that patients receive approved medical marijuana product from no more than two (2) distinct lots for any 30-day supply dispensed. The Far(m)ed dispensing facility includes a department approved package safety insert with each product package.

Information provided includes but not be limited to:

1. the medical marijuana product and brand;
2. a list of any excipients used;
3. a warning if there is any potential for allergens in the medical marijuana product;
4. contraindications;

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4 1004.11 subsection (9) (l) (2) Manufacturing requirements for approved medical marijuana products

5 1004.11 subsection (j & k) Requirements for dispensing facilities

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(5) language stating that “this product has not been analyzed by the FDA. There is limited information on the side effects of using this product and there may be associated health risks.”

The Far(m)ed dispensing facilities store medical marijuana product in a manner that ensures that there is no contamination or deterioration of the medical marijuana product or its packaging.
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B. Storage, Labeling & Shipping

Purpose

Far(m)ed will cultivate and process medical marijuana onsite at the same facility in distinct work areas. The cannabis plant, cured medical marijuana product, and processed medical marijuana product must be maintained in specific conditions to maximize the plant’s compounds and its ultimate efficacy. The following standard operating procedures have been designed to ensure consistency and standardization for the storage, labeling and shipping of high quality medical marijuana and medical marijuana product, free of mold, disease, heavy metals and other contaminants.

Commercial herbal (plant-based) storage methods are an important consideration during the primary curing of the plant, as care during this time preserves, and enhances, the ultimate medicinal properties of the active cannabinoids, terpenes and other compounds. Therefore, an effective quality assurance system is needed in order to maintain products at ideal conditions to facilitate reproducible quality. Once the product has been processed, it must be maintained at specific conditions to maintain stability.

When product is ready for delivery, efficient shipping operations are necessary so the product can return to stable environments at intended dispensary locations until it reaches its final destination with patients.

It is critical that medical marijuana is:

- Maintained with appropriate environmental controls after harvest, during the curing/plant storage phase.
- Manufactured, packaged, labeled, tested and stored hygienically to minimize contamination.
- Stored under proper conditions, which ensure the preservation of the therapeutic properties of the end product.
- Released on a lot-by-lot basis, with each lot being approved by the Quality Assurance Manager before sale.
- Shipped in a reliable, constant, and reproducible manner.
- Monitored in a way that reduces cultivation, processing, and storage errors.

Storage Protocol

Drying Equipment list:

- Temperature & Humidity-Controlled Dry/Cure Room (with easy-to-clean surfaces)
- Wire drying lines and mesh nets for drying
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Curing Schedule

Acceptable Drying & Curing Duration

Depending on size, marijuana flowers are normally properly cured 12-15 days, though under ideal conditions, the curing process continues to enhance the aroma, quality, and flavor of the medical marijuana for months.

<table>
<thead>
<tr>
<th>Ideal Parameters for Curing Medical Marijuana Flower</th>
<th>Temperature</th>
<th>Humidity</th>
</tr>
</thead>
</table>

Moisture Content

When drying and curing marijuana, it is optimal to target 7-10% overall moisture content by weight. Normally, less than 15% internal moisture content mitigates the risk of mold and fungus growth.

Weight Conversion Expectations

Normally, the overall weight conversion of 1,000g wet marijuana flower, fan leaves removed, stems intact, yields roughly 9-15% conversion into dry, cured medical product.

Storage Conditions

Pursuant to New York Department of Health regulations, all medical product is be stored in accordance with the security directive in a manner that ensures its quality and non-diversion at all times. All environments that contain or may potentially contain marijuana are regularly sanitized in accordance with the sanitation protocol.

The ideal conditions for the storage of pre-processed marijuana depend on what method of processing is employed. Because mechanically processed marijuana must be fresh, it would not be harvested until it is ready for processing. When a hand-manicure is intended, storage of the preprocessed plants take place under the ideal conditions of the environmental drying and curing chamber between 50 and 61°F and 50% RH. Storage of post- mechanically processed marijuana occurs in the environmental drying and curing chamber between 50 and 61°F and 50% RH. Storage of post-processed hand-manicured product is weighed, packaged internally, labeled and stored in the secure products vault on-site. When the mechanically processed marijuana has completed the drying and curing phase, it is be weighed, processed, packaged internally, labeled and stored in the secure products vault on-site.

When marijuana is held at the ideal conditions (below), and is properly monitored for contaminants, marijuana flowers can be stable for months to years. The decarboxylation and curing processes reach their end points, flavor and potency stabilize, and the marijuana may be sold or consumed. It is important to note that UV light degrades cannabinoids; so all storage must take place in periodic low-light or constant-dark conditions. One (1) year of storage is

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recommended, however, 2 years is the maximum retention time for products without batch re-testing.
Based upon the forecasts of the New York medical marijuana market, it is not anticipated that
product will be held in storage until the maximum time periods. On the contrary, assuming
market demand is a fraction of what is forecast, the expectation is that the medical marijuana
plant inventory will be processed into concentrates consistently, so there is more consumer-ready product available, should the market require it.

<table>
<thead>
<tr>
<th>Ideal Conditions for Long-Term Storage</th>
<th>Temperature</th>
<th>Humidity</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>50°F-61°F</td>
<td>50%</td>
</tr>
</tbody>
</table>

Once processed into concentrates, the medical marijuana product will be stored in secured
areas at 55°F until transport to medical marijuana dispensaries.

Contaminant Protection Protocol

When drying and curing medical marijuana, there are several contaminants and contaminant-causing factors that need to consistently monitored. Bacteria and mold spores are ubiquitous, meaning they occur on most surfaces and can be found nearly anywhere. The most likely factor contributing to contamination in a curing environment is a moist (above 65% RH), oxygenated, atmosphere coupled with temperatures between 50°F and 70°F. These conditions allow hyphae to form and invade tissue. The largest source of contamination in an environmentally controlled chamber is the entry and exit of personnel. Pursuant to New York Department of Health regulations, Gardeners entering the drying / curing room to store, monitor or remove product must ensure they are contaminant and pest-free, and must always wear protective gloves before handling any product.

While flowers are curing, they must be constantly monitored for mold or rot. When wet flowers are stacked or allowed to touch, these points of contact create sites, which encourage bud rot. Bud rot is normally caused by a clostridium contamination found on still-moist areas or flower-to-flower contact sites.

Species of molds commonly found on curing marijuana include Aspergillus, Penicillium, Rhizopus, and Mucor - among some of the more toxic species of molds to mammals. Aspergillus is rather ubiquitous, prefers slightly warmer climates and can quickly infest grows. Aspergillus has several toxic species commonly found on marijuana, including A. fumagatus, whose byproducts cause pneumonitis, to A. flavus, which excretes carcinogens onto it’s’ substrate.

Early Diagnosis

Contaminated marijuana often darkens in color and becomes brittle or crumbly. Anaerobic bacteria often turn marijuana a dark color. In marijuana stored in darkness, strands of mold look white to light grey. Exposed to light, molds often spawn colored spores. Generally, Rhizopus and Mucor produce grey or black spores while Penicillium species are light a blue to green; Aspergillus species are normally dark green or black in color.
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To check for aflatoxins, inspect the marijuana under an ultraviolet Wood’s Lamp. Material contaminated with aflatoxin-producing species A. flavus fluoresces a light green under ultraviolet light. These indicators are not meant to diagnose or treat contamination; they are to be used as a tool of early identification for common contaminants, and to aid in the removal of possible contaminants before they are allowed to spread. Pursuant to New York Department of Health regulations, Far(m)ed ensures all marijuana is properly batch tested and approved by a quality assurance person before it is made available for sale.

Labeling Policy

Each medical marijuana product brand, in its final form, shall be defined as having a specific concentration of total Tetrahydrocannabinol (THC) and total Cannabidiol (CBD) and shall have a consistent cannabinoid profile. The concentration of the following cannabinoids, at a minimum, shall be reported:

(i) Tetrahydrocannabinol (THC)
(ii) Tetrahydrocannabinol acid (THCA)
(iii) Tetrahydrocannabinivarin (THCV)
(iv) Cannabidiol (CBD)
(v) Cannabinadiolic acid (CBDA)
(vi) Cannabidivarine (CBDV)
(vii) Cannabinol (CBN)
(viii) Cannabigerol (CBG)
(ix) Cannabichromene (CBC)
(x) Any other cannabinoid component at > 0.1%

The final medical marijuana product shall not contain less than ninety-five percent (95%) or more than one hundred-five percent (105%) of the concentration of total THC or total CBD indicated on the label for this brand. Each brand shall have a maximum of 10mg total THC per dose.

Transportation and Shipping Policy

Purpose & Scope

To provide a detailed description of Far(m)ed proposed shipping methods from the production facility to one of the four retail dispensaries pursuant to New York Regulations 1004.13 Security requirements for manufacturing and dispensing facilities subsection (n).

Prior to transporting any approved medical marijuana product, a registered organization shall

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6 1004.11 subdivision (2) Manufacturing requirements for approved medical marijuana products

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complete a shipping manifest using a form determined by the department.7

- A copy of the shipping manifest must be transmitted to the dispensing facility that will receive the products and to the department at least two business days prior to transport.
- The registered organization shall maintain all shipping manifests and make them available to the department for inspection upon request, for a period of 5 years.

Far(m)ed shall only transport approved medical marijuana products from the production facility to the dispensing facilities. The approved medical marijuana products shall be transported in Far(m)ed’s transport vehicles, which possess locked, safe and secure storage (including secured storage units for maintaining temperature-sensitive products) compartments; in compartments not visible from outside the vehicle.

An employee of a registered organization, when transporting approved medical marijuana products, shall travel directly from the registered organization’s manufacturing facility to the dispensing facility and shall not make any unnecessary stops in between.

- Far(m)ed shall ensure that all approved medical marijuana product delivery times are randomized.
- Far(m)ed shall staff all transport vehicles with a minimum of two (2) employees.
- At least one (1) Far(m)ed Transport Team member shall remain with the vehicle at all times that the vehicle contains approved medical marijuana products.
- A Far(m)ed Transport Team member shall have access to a secure form of communication with employees at the registered organization’s manufacturing facility at all times that the vehicle contains approved medical marijuana products.
- A Far(m)ed Transport Team member shall possess a copy of the shipping manifest at all times when transporting or delivering approved medical marijuana products and shall produce it to the commissioner, the commissioner’s authorized representative or law enforcement official upon request.
- Transport Team drivers will possess appropriate insurance, driver’s license and badge credentials; other Transport Team members will possess identification and badge credentials.
- Once vehicles have product within, the Far(m)ed Transport Team employees shall only stop at predetermined and manifested licensee locations. Refueling, meals and breaks should be reserved for when the vehicle does not have product.

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7 1004.13 subsection (n) Security requirements for manufacturing and dispensing facilities.

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C. Community Benefits Plan

Introduction

While the principals of Far(m)ed have been deeply integrated into the Western New York area for generations, Far(m)ed recognizes the need to demonstrate continuous commitments to the communities in which they operate. There is recognition that staff members are not only an integral part of the business’s long-term success, but also a part of the communities. In addition to outreach programs, Far(m)ed also takes pride in the programs offered to internal staff. They represent an important part to the success of our organization. Far(m)ed is dedicated to serving communities in a variety of ways.

Community Outreach and Support

Far(m)ed is deeply committed to giving back to the community. From longstanding commitments to local Western New York causes to newly-developed relationships with causes related to our patients, there is a top-down mandate to maintain active engagement. In addition to financial support out of year end revenues, Far(m)ed commits to having monthly charity days, where a portion of proceeds is pledged to a local charity, and employees/staff of the company lend helping hands. From passing out flyers, to volunteering manual labor, to giving individuals in hospice some tender attention, Far(m)ed strives to align its deeply felt community commitment with the diversity of its owners, employees, and patients.

The following is a list of (growing) charities that Far(m)ed is committed to supporting:

• City Mission
• Hospice Foundation of Western New York
• American Cancer Society
• Alzheimer’s Association
• Friends of Night People
• Hauptmann Woodward Medical Research Institute
• Niagara Hospice
• Olmsted Center for Sight
• Parkinson’s Association of Western New York
• Roswell Park Cancer Institute and Roswell Park Alliance Foundation
• Suicide Prevention and Crisis Services
• Camp Good Days and Special Times
• National Multiple Sclerosis Society
• Literacy New York Buffalo-Niagara
• ALS Association
• Variety club
• Cradle beach
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Drug Abuse and Addiction Programs (i.e., D.A.R.E)

While medical marijuana offers respite for many sick patients, like any substance there is the potential for abuse. Far(m)ed is committed to offering education regarding proper consumption and use inside of its dispensaries, however the group will also work to support local drug abuse prevention and addiction programs in the surrounding areas.

- D.A.R.E. (Drug Abuse Resistance Education) is the highly acclaimed program that gives kids the skills they need to avoid involvement in drugs, gangs, and violence. D.A.R.E. is a police officer-led series of classroom lessons that teach children from kindergarten through 12th grade how to resist peer pressure and live productive drug and violence-free lives. [http://www.dare.org/new-york/](http://www.dare.org/new-york/)

Educational Goals

Employee, Patient and Community education is an essential aspect of our approach. Far(m)ed believes that education is key to the safe and appropriate use of medical marijuana. Far(m)ed’s educational goals include the following:

1. Employees: Employee education ensures that a patient receives the correct guidance for the safe consumption of medical marijuana. Training will help staff identify signs of abuse.
2. Patients: Patient education is essential and online (website), collateral materials, and dispensary personnel, Far(m)ed will deliver the most current information and news to patients.
3. Communities: Far(m)ed intends to invest in communities, its members, and its patients.
4. Medical/Research Community: Far(m)ed’s medical roots make this a priority audience. Far(m)ed looks to provide peer-to-peer educational seminars for doctors. Education of the medical community is a priority in the early phases of educational programs, with a focus on cannabis basics (risks, benefits), relevant plant and condition-based research, translational research, and patient dosing and condition matching. The goal is to provide current and accurate information to those who would make the required recommendations.
5. Educational: Given the science surrounding adolescent use of marijuana and the long-term affects, Far(m)ed supports programs that educate teens and children about the long term risks of marijuana on the developing brain.
6. Public Seminars: through periodic public seminars Far(m)ed strives to establish an educational outreach program that ensure the most current information is available.
7. Electronic: Through the website and approved marketing vehicles, Far(m)ed delivers educational information to patients, whether at home, the office or out in
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the community. Far(m)ed will ensure the latest and most update to science is accessible 24/7.

Educational Materials

Far(m)ed will produce and distribute educational materials for distribution in dispensaries, which will serve as an educational device to patients about marijuana dependency and where to seek proper resources for treatment programs.

- General Information on Substance Abuse
- Identifying Substance Abuse
- Effects of Marijuana Abuse
- Treatment Options

Employee Assistance Program

In addition to the community support outlined above, Far(m)ed will offer employees access to preventative programs and assistance. Far(m)ed offers an Employee Assistance Program (EAP) that helps identify and resolve problems related to alcohol and drug abuse. The EAP offers counseling, referrals and resources for both managers and employees in areas such as workplace relations, legal, financial, behavioral and substance abuse issues. The EAP will be offered to Far(m)ed staff.

The EAP can provide referrals to substance abuse counselors and rehabilitation facilities. If an employee must miss work to receive treatment, the EAP can prepare Far(m)ed and the employees for their transition back to work.

Employee Education

During training, employees learn about the impact of alcohol abuse and drug use in the workplace. The training will provide facts and information about drug abuse, information on addiction, and how Far(m)ed’s EAP will be utilized if alcohol or drug abuse is suspected. Please reference the following documents:

1. Emergency Action Plan
2. Grams to Shelf
3. HR Policies
4. Far(m)ed Training Program Compassionate Care Needs Program
5.

Compassionate Needs Savings Plan

Not all patients, particularly those suffering from debilitating conditions, are able to sustain the cost of accessing medical marijuana.

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Far(m)ed recognizes that most health problems are multi-factorial. Therefore, a Compassionate Needs Savings Program analyzes each patient's unique, yet specific situation and offers a personalized plan for resolution. This plan offers qualified patients a low cost or no-cost medication, as well as e-resources, to help to ease the burden of those individuals already facing difficult situations.

Patient Qualification Protocol

Far(m)ed does not provide compassionate need assistance for all patients. A protocol is used to select patients based on economic hardship. It is required that all patients complete the form titled “Application for the Compassionate Needs Savings Program”. Only patients diagnosed by a physician as having one of the following debilitating medical conditions are eligible:

- Cancer
- Positive status for human immunodeficiency virus or acquired immune deficiency syndrome, provided that the practitioner has obtained from the patient consent for disclosure of this information that meets the requirements set forth in sections twenty-seven hundred eighty and twenty-seven hundred eighty-two of the public health law
- Amyotrophic lateral sclerosis
- Parkinson's disease
- Multiple sclerosis
- Damage to the nervous tissue of the spinal cord with objective neurological indication of intractable spasticity
- Epilepsy
- Inflammatory bowel disease
- Neuropathies
- Huntington's disease
- Cachexia or wasting syndrome
- Severe or chronic pain resulting in substantial limitation of function
- Severe nausea
- Seizures
- Severe or persistent muscle spasms

* 80-1.2 subsection (8-9) Practitioner issuance of certification.

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D. Training & Specialized Education

Purpose

Far(m)ed has obtained the support of labor groups, and intends to operate an ethical, professional, nurturing and supportive work environment. While there are many transferrable skills, the trades of medical marijuana cultivation, processing and dispensing are new to the state of New York. It’s necessary to assist the locally-based labor force in developing the appropriate skill sets to perform in this highly-specialized business. The purpose of this document is to provide a detailed description of the training and continuing education opportunities that are provided to employees.

Training

Orientation and training for new hires will be provided for all Far(m)ed employees. The briefing and training includes security measure and controls training that covers prevention, theft, emergency, and confidentiality protocols.

Periodic Training

Throughout the year, mandatory refresher courses are completed by all employees of Far(m)ed, and are recorded. The purpose of periodic training is to re-familiarize employees with current standards. The following training is applicable to both new and seasoned employees and is meant to enhance overall safety and security, prevent or minimize potential incidents, and allow the staff to react confidently to crises or emergency situations.

As part of every training course, all trainees are required to pass a test demonstrating that they have learned the materials being presented.

Mandatory Subjects For All Employees Include:

1) Premise Security Procedures
2) Harassment
3) Health and Safety and General Standards of Conduct
4) Property and Equipment Care
5) Basic Emergency Response
6) Fire and Electrical Safety
7) Safety Protocol & Evacuation Procedures

Other Subjects That Could Be Considered For All Staff Include:

1) Delivery Transfer Training
2) Defensive and Safe-Driver Training
3) Effective Communication Procedures
4) Patient Relations

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5) First-aid/ Cardio-Pulmonary Resuscitation (CPR) and Emergency Medical Response
6) Incident Reporting

Mandatory Safety & Security Training for All Staff:

<table>
<thead>
<tr>
<th>Mandatory Training</th>
<th>Target Group</th>
<th>Time Frame</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic Safety and Security Course</td>
<td>All employees</td>
<td>Once every 5 years</td>
</tr>
<tr>
<td>(In-company) Refresher Safety &amp; Security Course (Obligatory)</td>
<td>All employees after following a safety &amp; security training</td>
<td>Once a year</td>
</tr>
<tr>
<td>Review of Company Policies: Patient Relations, Harassment, Basic Safety, Property and Equipment Care</td>
<td>All Employees</td>
<td>Once a year</td>
</tr>
<tr>
<td>Crisis Management</td>
<td>All employees</td>
<td>Once a year</td>
</tr>
<tr>
<td>First Aid and Emergency Medical Response</td>
<td>Select employees</td>
<td>Once a year</td>
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<td>Fire and Electrical Safety</td>
<td>All employees</td>
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<td>Evacuation Procedures</td>
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<td>Security Management</td>
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<tr>
<td>Training For Deliveries</td>
<td>Select employees</td>
<td>Once a year</td>
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Content of Periodic Training

The following are overviews of required periodical training for employees of Far(m)ed. These courses may overlap, or otherwise be combined into a multi-day employee educational course.

Basic Safety and Security

A course schedule focused on the following areas:

1) Security Awareness
Attachment D: Operating Plan

2) Proper Operation of Security Systems
3) Incident Reporting
4) Fire and Electrical Systems
5) Emergency First Response & Basic First Aid
6) Evacuation Procedures
7) Dealing with Employee or Patient Aggression
8) Standard Operating Procedures (SOP) Reviews
   a. Wash hands after contact with any potential contaminant
   b. Keep fingernails trimmed, filed and cleanable
   c. Keep long hair tied back
   d. Wear clean clothing
9) Simulations
10) Incident Analysis

Refresher Safety and Security Course

One-day on-site training courses are required to reinforce the knowledge and skills from previous Safety & Security training.

1) Emergency First Response / First Aid
2) Fire and Electrical Awareness
3) Dealing with Aggression
4) Evacuation

Far(m)ed Review of Company Policies

A course to reacquaint all employees of Far(m)ed with company policies relating to appropriate employee conduct focused on the following:

1) Patient Relations Policy
2) Standards of Conduct Policy
3) Harassment Policy
4) Property and Equipment Care Policy

Crisis Management

A Course Focusing on the Following Areas:

1) To identify the responsibilities of a crisis management team
2) To identify the tools and security procedures for crisis management
3) To effectively function as a team when managing a crisis situation
4) Simulation training
Attachment D: Operating Plan

5) Communication during a crisis
6) Effective response during a crisis

Specialized Training

Medical Marijuana Cultivation Facility Agents

See Cultivation Agent Training document for complete details. Cultivation Agents receive specialized training in the following areas:

1) Safety Procedures and Equipment
2) Cultivation Methods
3) Fertilization Methods
4) Signs of Problems or Infestations
5) Eradication and Disposal
   a. Approved Pesticides
6) Nutritional Needs at Various Stages of Development
7) Flushing, Trimming, Drying, Curing
8) Restarting the Garden
   a. Cloning
   b. Sorting
   c. Trash disposal

Packaging

Trained in and responsible for the following:
1) Safe and Proper Handling Techniques
2) Inventory Maintenance
   a. The statement “Important: Please read the New York State Department of Health document provided with this package before using medical marijuana. “
3) Compliance Requirements
   a. Weight/potency limitation
   b. Container requirements
      i. Child-resistant
      ii. Tamper-proof
   c. Contact with medical marijuana
   d. Keeping product dry and free from contamination
   e. A security feature that provides reasonable assurance to consumers that the container has not been opened prior to receipt

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Training for Facility & Quality Assurance/Trim Manager

A course focusing on the following areas:

1) Inventory
   a. System must document beginning inventory, acquisitions, harvests, sales, disbursements, disposal, and ending inventory
      i. Date on which medical marijuana plants are propagated by means other than sowing seeds and the total number of new plants propagated in this manner
      ii. Date on which marijuana seeds are sown and their total net weight on that date
      iii. Date on which medical marijuana is harvested and its net weight on that date
      iv. Date on which the drying process for medical marijuana is completed and its net weight on that date
      v. Date on which medical marijuana is packaged and its net weight on that date
      vi. Date on which medical marijuana is destroyed and its net weight on that date, before the destruction
   b. Organize independent quarterly physical inventory counts
   c. Reductions due to suspected criminal activity must be immediately reported to the State and proper law enforcement authorities

2) Compliance in packaging and labeling

3) Quality testing and control must be completed before a “lot” may be sold

4) Production standards

5) Odor control and sight

6) Record Keeping

7) Procedure development and implementation
   a. Sanitation
   b. Testing
      i. Sample size
      ii. Microbial test standards
      iii. Storage
      iv. Disposal of contaminated product
   b. Cleaning and maintenance
   c. Inventory management
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Dispensary Operations

The dispensary employees will have the greatest amount of contact with the general public, and therefore need to be versed in a variety of areas to be conversant with patients.

Trained in and responsible for the following:
1) Safety Procedures
2) Inventory Maintenance
3) The New York State Compassionate Care Act
4) How to Become a Patient
5) Compliance Requirements
6) Product Knowledge
7) Customer Service
8) Patient Advocacy
E. Visitor Log

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Section 7: Quality Assurance & Dispensing Error Prevention
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Section 7: Quality Assurance Plans

Dispensaries are required to detect, identify and prevent dispensing errors. Farmed strives for quality and one of the goals is to avoid dispensing errors any time throughout the process. Dispensing organizations are required to meet many specific obligations in order to stay compliant when handling patients. When employees and staff adhere to protocols and compliance requirements, the occasion for error and substandard products is reduced. This ultimately benefits patients as the end users.

At the medical marijuana dispensary, it begins with compliance, employee training, and the rigorous implementation of standard operating procedures in cultivation and manufacturing processes. It continues with Quality Assurance specialists and in-house testing, and it is maintained by controlling external variables that may affect inconsistent distribution. Finally, in the event of a recall due to tainted product, Far(m)ed will maintain excellent record-keeping so that all affected medical marijuana product batches can be destroyed, and more importantly, patients, can be immediately notified so that the situation can be controlled and mitigated, and the proper authorities notified.
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A. Dispensing Quality Assurance and Compliance

Dispensary Compliance: Detection Begins with Knowledge

Far(m)ed strives to limit or eliminate the risk of non-conforming product, and therefore prevention is the best method of eliminating quality assurance issues. That’s why Far(m)ed will employ rigorous quality assurance protocols designed by specialists in the field. Even recruitment of employees will include metrics that evaluate an employee’s appreciation of compliance, and knowledge of compliant behaviors (through parallel or transferrable career skill sets in other industries). All employees will be subjected to training that specifically provides education about the importance of adhering to standard procedures, with special attention to the details. However, should the event occur, Far(m)ed’s written policies and procedures address the following in the Compassionate Care Act.

Far(m)ed requires agents to comply with written policies and procedures as submitted in the Operations and Management Practices Plan approved by the Department for the security, storage, inventory and distribution of marijuana.

In addition to other standard protocols, establishment of an in-house testing laboratory will help identify nonconforming product before it ever leaves the facility, to be immediately destroyed.

1) Conduct mandatory and voluntary recalls of marijuana products initiated at the request of the Department and any voluntary action by the dispensing organization to remove defective or potentially defective marijuana from the market to promote public health and safety by replacing existing marijuana with improved products or packaging;
2) Prepare for, protect against, and handle any security crises affecting the operation of the dispensary;
3) Ensure outdated, damaged, deteriorated, misbranded or adulterated product is segregated from other product, destroyed and documented.
4) Ensure the oldest stock of marijuana product is distributed first.
5) Train agents to adhere to confidentiality requirements, specific uses of marijuana products, instruction regarding regulatory inspection preparedness and law-enforcement interaction; awareness of the legal requirements for maintaining status as an agent and other topics as specified by the dispensing organization or the Department. Agents receive eight hours of training annually minimum.

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6) Develop and maintain business records consistent with industry standards.
7) Inventory control, including:
   a. Tracking qualifying patient records, including purchases and denials.
   b. Disposal of unusable or damaged marijuana.
8) Patient education and support, including:
   a. Information about the purported effectiveness of various forms and methods of medical marijuana administration;
   b. Information about the purported effectiveness of strains of medical marijuana on specific conditions;
   c. Current educational information issued by New York Department of Health about the health risks associated with the use or abuse of marijuana;
   d. Whether possession of marijuana is illegal under federal law;
   e. Information about possible side effects;
   f. Prohibition on smoking medical marijuana in public places; and
   g. Any other appropriate patient education or support materials.
9) Far(m)ed maintains copies of the policies and procedures on the dispensary premises to provide to the Department upon request.
10) Far(m)ed reviews dispensing organization policies and procedures at least once every 12 months from the issue date of the registration and updates as needed or as requested by the Department.
11) Far(m)ed ensures that each principal officer and dispensary agent has a current agent identification card within immediate possession when at the dispensary or anytime in the performance of job duties.
12) Far(m)ed provides prompt written notice to the Department, including the date of the event, when a dispensing organization agent no longer:
    a. Serves as a principal officer of the dispensing organization; or
    b. Is employed by the dispensing organization.
13) Far(m)ed promptly documents and reports any loss or theft of marijuana from the dispensary to the appropriate law enforcement agency and the Department. It is the duty of any agent who becomes aware of the loss or theft to report it.
14) Far(m)ed’s registration and hours of operation information is posted conspicuously and accessibly to consumers.
15) Far(m)ed does not:
    a. Allow physicians to conduct physical examinations at the dispensary;
    b. Allow physicians to hold direct or indirect economic interest;
    c. Accept referrals of patients from physicians; or
    d. Allow physicians to advertise at the dispensary.

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Violation of any requirement under this Section may subject Far(m)ed and its employees to discipline, up to and including revocation of its registration.

B. Patient Access: Identification and Good Record Keeping

Far(m)ed employees will be trained in the literal and subjective understanding of compliance in New York. This will convey to standards of health, safety, compliance, and record-keeping. Employees will be provided with the tools to identify nonconforming product.

Should an employee identify prospective nonconforming product, specific action protocols will initiate. This will also be heavily indoctrinated as a part of training.

Accurate Records of Patient Purchases

Dispensaries will be required to maintain accurate records of patient purchases through their point of sale system. In the event of a product recall, the dispensary will immediately identify all patients who purchased medical marijuana product of the same batch as the nonconforming product. Information in the subsequent paragraphs will be identified, tracked and recorded, along with purchase information, so Far(m)ed can assess the breadth of the issue, from a consumption and recall point of view.

Upon determination of the breadth of the issue, Far(m)ed will follow appropriate protocols, depending on whether the issue is a recall (for non-conforming product), destruction (of expired product), or whatever action is most expedient and appropriate to protect the welfare of patients.

Patient data collection will consist of identification validation, as well as the verification that the patient is a legitimate participant of New York’s Compassionate Care Act:

All incoming patients are required to furnish appropriate credentials to be served. Patient eligibility requirements include the following:

- When a person applies for issuance or renewal of a registration as a certified patient, patient must:
  - Be a resident of New York State, or be receiving care and treatment in New York State; and
  - Possess a certification issued by a registered practitioner.

New York State Resident Applicants must demonstrate his or her New York State residency by submitting to the department a copy of information concerning his or her New York
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State Driver’s License or New York State Identification Card. If the applicant does not possess or cannot obtain a valid New York State Driver’s License or New York State Identification Card, the applicant must submit a copy of one or more of the following forms of documentation to establish that he or she is a New York resident:

- A copy of a government-issued identification card that contains the applicant’s name and New York State address. If the applicant is under the age of eighteen, the parent or legal guardian applying on behalf of the applicant must submit a copy of the parent or legal guardian’s state or government issued identification and a copy of the applicant’s birth certificate;
- A copy of a utility bill or other document indicating an applicant’s residency issued within the previous two months that contains the applicant’s name and address;
- A copy of a current lease or similar document indicating an applicant’s residency within New York State; or
- Such other documentation as approved by the department containing sufficient information to show proof of temporary residency in New York State.

Non-New York State Resident Applicants

Non-New York State Resident Applicants applying for registration who are not a resident of New York State but is receiving care and treatment in this state, may qualify for registration as a certified patient if the applicant otherwise meets the requirements of article thirty-three of the public health law and this subpart, and is temporarily residing in New York State for the purpose of receiving care and treatment from a practitioner registered with the department.

- The applicant must submit a copy of the following forms of documentation along with the application for registration:
- A copy of a state or government issued identification card that contains the applicant’s name and permanent address. If the applicant is under the age of eighteen, the parent or legal guardian applying on behalf of the applicant must submit a copy of the parent or legal guardian’s state or government issued identification and a copy of the applicant’s birth certificate.
- Proof of temporary residence in New York State, including, but not limited to a copy of a lease, utility bill, hospital bill, or such other documentation as approved by the department containing sufficient information to show proof of temporary residency in New York State. If the applicant is under the age of eighteen, the parent or legal

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1 1004.3 subsection (b) Application for registration as a certified patient.
2 1004.3 subsection (c) Application for registration as a certified patient.

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... guardian applying on behalf of the applicant must submit a copy of such documentation to show sufficient proof of the applicant's temporary residency in New York State; and

- A statement included in the applicant's patient certification indicating that the applicant is temporarily receiving care and treatment in New York.
- Nothing in this subpart is to be construed to grant to the applicant authorization to transport approved medical marijuana products outside of New York State.

Application for a Registry Identification Card Renewal or Amendment

To obtain, amend or renew a registry identification card, a certified patient must file a registry application with the department, on a form or in a manner determined by the department\(^3\).

For new applicants, if the applicant does not have a current valid New York State Driver's license, New York State Identification Card, or government issued identification containing a photograph, the applicant must provide a recent passport-style color photograph of the applicant's face, taken against a white background or backdrop. The photograph must be a true likeness of the applicant's actual appearance on the date the photograph was taken and not be altered to change any aspect of the applicant's physical appearance. The photograph shall not be taken more than thirty (30) days prior to the date of the application. The photograph is submitted in a form and manner described by the department, including as a digital file (jpeg) when appropriate, provided, however, the department may waive the requirements of this paragraph upon good cause shown. For amendments and renewal applications, the department may utilize a previously submitted photograph if the applicant attests it is a true likeness of the applicant on the date the amendment or renewal application is submitted\(^4\),

- A nonrefundable application fee of fifty dollars; provided, however, that the department may waive or reduce the fee in cases of financial hardship as determined by the department; and
- Acknowledgement that a false statement in the application is punishable under section 210.45 of the penal law;

\(^3\) 1004.3 subsection (d) Application for registration as a certified patient.

\(^4\) 1004.3 subsection (d) (3) Application for registration as a certified patient.
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If the applicant for a registry identification card is under the age of eighteen or a person who is otherwise incapable of consenting to medical treatment, an appropriate person must make the application over twenty-one years of age. In preparing the application, the applicant may designate up to two proposed designated caregivers who is either: (i) a parent or legal guardian of the certified patient; (ii) a person designated by a parent or legal guardian, or (iii) an appropriate person approved by the department upon a sufficient showing that no parent or legal guardian is appropriate or available.

- As a condition of registration of a certified patient who is a minor or is incapable of medical decision-making, the applicant must consent, in a manner determined by the department, to the certified patient’s use of an approved medical marijuana product, and must acknowledge that the parent, legal guardian or other appropriate person, as applicable, will control the acquisition and possession of the medical marijuana and any device used for its administration.
- Once the certified patient who is a minor or is incapable of medical decision-making is registered, the proposed designated caregiver(s) may apply for and, if approved, receive a designated caregiver registration in accordance with the requirements of section thirty-three hundred sixty-three of the public health law and section 80-1.4 of this subpart.

Prior to issuing or renewing a registry identification card, the department may verify the information submitted by the applicant. The applicant must provide, at the department’s request, such information and documentation, including any consents or authorizations to contact treating practitioners that may be necessary for the department to verify the information.

The department will approve, deny, or determine incomplete or inaccurate an application to issue or renew a registry identification card within thirty (30) days of receipt of the application. If the application is approved within the 30-day period, the department will issue a registry identification card as soon as is reasonably practicable. The department will notify the applicant in writing, by email, by telephone, or in another manner as determined appropriate by the department, if an application is incomplete or factually inaccurate, and must explain what documents or information is necessary for the department to consider the application complete and accurate.

An applicant must have thirty (30) days from the date of a notification of an incomplete or factually inaccurate application to submit the materials required to complete, revise, or

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5 1004.3 subsection (e) Application for registration as a certified patient.

6 1004.3 subsection (g) Application for registration as a certified patient.

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substantiate information in the application. If the applicant fails to submit the required materials within such thirty day time period, the department will deny the application.

Denied Applicant

Applicants whose applications are denied may submit a new application for an initial or renewal of a registry identification card, together with the applicable fee as set forth herein. Denied applicants will not be served by Far(m)ed.

- A certified patient may designate up to two designated caregivers either on the application for issuance or renewal of a registry identification card or in another manner determined by the department. The application must include the following information:
  - name of the proposed designated caregiver(s);
  - address of the proposed designated caregiver(s);
  - date of birth of the proposed designated caregiver(s);
  - any other individual identifying information concerning the proposed designated caregiver(s) required by the department.

Patient Verification

Patient Verification includes not only the validation that patients are legal participants in the New York Compassionate Care Act, but also monitoring to ensure that patients are only purchasing amounts permissible amounts of medical marijuana product in permissible time frames.

- Data Entry Requirements
  - Employee’s identification number;
  - The dispensing organization’s registry identification number;
  - The amount, type and strain of medical marijuana dispensed;
  - Identity of the individual to whom the medical marijuana was dispensed, whether the qualifying patient or a designated caregiver; and
  - The date and time the medical marijuana was dispensed.

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7 1004.3 subsection (j) Application for registration as a certified patient.

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C. Prevention: Dispensing Medical Marijuana Safely

Medical marijuana products are required by law to leave dispensary premises in approved packaging and labeling, in authorized quantities. Far(m)ed will be bulk packing product for easy dispensing in units, and will verify the quality of products before they are packaged; after they are packaged; and before they leave the dispensing area (as a part of daily inventory protocols, as well as verification of the product for tampering before it is packaged to leave the store).

Product will be stored out of the direct access of patients, which will minimize the risk of external cross-contamination or tampering, as only authorized employees will be handling product. In this way, the dispensary will operate similar to that of a pharmacy.

Far(m)ed will have the following protocols in place in the undesired event that there is a theft, an expiration, or a contamination of non-conforming product:

Reports of Loss or Theft of Marijuana

Reporting requirements: Inventory will be conducted on a daily basis, and any discrepancies will be immediately investigated and addressed. If, after an audit, the discrepancy is not resolved, then the Manager will be required to report a discrepancy to company leadership, record the discrepancy as an adjustment in BioTrack, and report the discrepancy to the appropriate State authorities. Failure to report loss or theft is cause for a Class A misdemeanor.

In the event that the loss is due to theft, the product loss will be appropriately investigated, including a review of security recordings as appropriate. Both internal (employee-focused) and external (patient or intruder-focused) thefts will have immediate consequences with law enforcement, with internal thefts resulting in an act of separation.

Destruction and Disposal of Marijuana Product

In the event of product expiration, contamination or non-conformance, Far(m)ed will advance the following actions:

Timeline and notification requirements

Far(m)ed employees will be required to follow state and company procedures, depending on the nature of, and extent of, the issue. Less severe issues, such as expired product, will be handled without patient notification, whereas a contamination will result in more

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aggressive and reactive actions. Far(m)ed will destroy marijuana in compliance with the New York Health Department Medical Use of Marijuana Regulations.

Rendering Marijuana Unusable
Destruction occurs in separate secure areas from other areas in the facility, and occurs in the presence of two other employees to witness the destruction, in accordance with New York regulations. Far(m)ed maintains records of each instance in which marijuana is destroyed.

Records of the following items will be executed by the employees responsible for the destruction, and both employees will sign the document.

- Destruction date
- Name/batch/identifiers of substance destroyed
- Lot #/Batch number
- Net weight (g) of destroyed product
- Location of destruction
- Brief description of method of destruction

Records will be kept on file for five or more years, and may be stored in offsite electronic formats for longer.
Section 8: Returns, Complaints, Adverse Events & Recalls
Section 8: Returns, Complaints, Adverse Events, Recalls

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Section 9: Quality Assurance for Cultivation and Extraction
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Section 9: Product Quality Assurance

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Attachment D: Operating Plan

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Attachment D:  Operating Plan

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Section 10: Tracking, Record Keeping and Retention
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Section 10: Tracking, Recordkeeping and Retention for Cultivation, Processing, and Manufacturing

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Attachment E: Organizational and Operational Documents

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.”
FAR(M)ED NEW YORK, LLC
STATE OF NEW YORK

DEPARTMENT OF STATE

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

WITNESS my hand and official seal of the Department of State, at the City of Albany, on April 17, 2015.

Anthony Giardina
Executive Deputy Secretary of State
ARTICLES OF ORGANIZATION
OF
FAR(M)ED NEW YORK, LLC

Under Section 203 of the Limited Liability Company Law

FIRST: The name of the limited liability company is Far(m)ed New York, LLC (the "Company").

SECOND: The nature of the business or purposes to be conducted or promoted is the acquiring, possessing, manufacturing, selling, delivering, transporting, distributing and/or dispensing marihuana for certified medical use. The Company 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 the State of New York in which the principal office of the Company will be located is Erie County.

FOURTH: The duration of the Company shall be perpetual.

FIFTH: The Secretary of State is designated as the agent of the Company upon whom process against it may be served. The post office address within this state to which the Secretary of State shall mail a copy of any process served upon it is:

Far(m)ed New York, LLC
3095 Harlem Road
Cheektowaga, NY 14225

SIXTH: The Articles of Organization shall be effective upon filing with the Department of State.

SEVENTH: The Company is to be managed by one or more managers.

EIGHTH: The Company shall have one or more classes of members having such relative rights, powers, preferences and limitations as provided in the Operating Agreement. The Company may, from time to time, establish in the manner provided for in the Operating Agreement, such additional classes of members having such relative rights, powers, preferences and limitations as provided in the Operating Agreement.
NINTH: The Company shall have the power to indemnify, to the fullest extent permitted by the Limited Liability Company Law of the State of New York, as amended from time to time, all persons whom it is permitted to indemnify.

[the remainder of this page is intentionally left blank]
IN WITNESS WHEREOF, the undersigned has executed this certificate as of April 17, 2015.

Dr. Ephraim Atwal
Sole Organizer
ARTICLES OF ORGANIZATION

OF

FAR(M)ED NEW YORK, LLC

Under and Pursuant to Section 203 of the Limited Liability Company Law
of the State of New York

Phillips Lytle LLP
One Canalside
125 Main Street
Buffalo, NY 14203

STATE OF NEW YORK
DEPARTMENT OF STATE

Filed Apr 17 2015

Customer Reference # FARM48178
OPERATING AGREEMENT

OF

FAR(m)ED NEW YORK, LLC

This Operating Agreement, dated as of April 17, 2015, is entered into by the undersigned.

WHEREAS, the undersigned wish to form a limited liability company known as Far(m)ed New York, LLC (the “Company”), pursuant to the Act, in order to acquire, possess, manufacture, sell, deliver, transport, distribute and/or dispense marihuana for certified medical use; and

WHEREAS, the undersigned desire to set forth their rights and obligations pursuant to the Act in connection with operating such Company.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned agree as follows:

ARTICLE I

DEFINITIONS

1.1 Definitions. In this Agreement, the following terms shall have the meanings set forth below:

"Act" means the New York Limited Liability Company Law, as amended and in effect from time to time.

"Adoption Agreement" shall have the meaning ascribed to it in Section 3.2(b).

"Affiliate" means any Person controlled by or under common control with a Person and any immediate family member of a Person.

"Agreement" means this Operating Agreement of Far(m)ed New York, LLC together with all the Schedules and Exhibits hereto.

"Articles of Organization" means the Articles of Organization of the Company filed or to be filed with the New York Department of State, as they may from time to time be amended.
"Authorization Date" shall have the meaning ascribed to it in Section 7.2(a).

"Available Unit Purchase Notice" shall have the meaning ascribed to it in Section 7.2(b).

"Available Units" shall have the meaning ascribed to it in Section 7.2(a).

"Board of Managers" means the Managers and such additional or successor Managers as are elected in accordance with this Agreement.

"Capital Account" means the capital account of a Member determined from the formation of the Company strictly in accordance with the rules set forth in Regulations Section 1.704-1(b)(2)(iv) and subject to Exhibit A hereto.

"Capital Contribution" means, with respect to any Member, the sum of the cash, cash equivalents and the Asset Value, as set forth on Schedule B hereto, of Contributed Property which such Member contributes to the Company pursuant to Section 5.1.

"Code" means the Internal Revenue Code of 1986, as amended and in effect from time to time, as interpreted by the applicable regulations thereunder. Any reference herein to a specific section or sections of the Code shall be deemed to include a reference to any corresponding provision of future law.

"Company" has the meaning ascribed to it in the recitals.

"Distribution" means any cash and other property distributed to a Member by the Company from the operations of the Company or from capital.

"Fiscal Year" means the fiscal year of the Company, which shall be the year ending December 31.

"Interested Member" shall have the meaning ascribed to it in Section 4.11.

"IRS" means the Internal Revenue Service of the U.S. Department of the Treasury.

"Liquidating Event" shall have the meaning ascribed to it in Section 8.2(a).

"Liquidator" shall have the meaning ascribed to it in Section 8.2(a).

"Managers" means Dr. Ephraim Atwal, Dr. Amar Atwal, and such additional or successor Managers as are elected in accordance with this Agreement.
"Member" shall mean each Person who or which executes a counterpart of this Agreement as a Member and each Person who or which may hereafter become a party to this Agreement, but shall not include any Person who ceases to be a Member, for any reason, in accordance with the terms of this Agreement. For all purposes, each Member, as defined herein, shall be deemed to be a "member" as such term is defined in the Act.

"Membership Interest" means an ownership interest in the Company representing a Capital Contribution by a Member. A Membership Interest includes any and all benefits to which the holder of such a Membership Interest may be entitled as provided in this Agreement, together with all obligations of such Person to comply with the terms and provisions of this Agreement. A Membership Interest may be expressed as a number of Membership Units. The ownership of Membership Units shall be evidenced by such form of certificate for units as the Board of Managers adopts from time to time. If no such form of certificate is adopted by the Board of Managers, the Membership Units shall be deemed to be uncertificated securities as defined in Section 8-102 of the New York Uniform Commercial Code.

"Membership Units" means the units evidencing a right to receive distributions and allocations of Net Income and Net Loss (and items thereof) of the Company issued to such Member in the numbers set forth opposite such Member’s name on Schedule A annexed hereto, as may be amended from time to time.

"Net Income" means, for any taxable period, the excess, if any, of the Company’s items of income and gain for such taxable period over the Company’s items of loss and deduction for such taxable period. The items included in the calculation of Net Income shall be determined in accordance with federal income tax accounting principles, subject to the specific adjustments provided for in Exhibit A.

"Net Loss" means, for any taxable period, the excess, if any, of the Company’s items of loss and deduction for such taxable period over the Company’s items of income and gain for such taxable period. The items included in the calculation of Net Loss shall be determined in accordance with federal income tax accounting principles, subject to the specific adjustments provided for in Exhibit A.

"Offer Notice" shall have the meaning ascribed to it in Section 7.2(a).

"Percentage Interest" means, as to a Member, his, her or its interest in the Company as determined by dividing the Membership Units owned by such Member by the total number of Membership Units then issued and outstanding and as specified in Schedule A attached hereto, as such Schedule may be amended from time to time.

"Permitted Transferee" means (a) the descendants of a Member, (b) a trust for the benefit of a Member’s descendants or other Members, (c) another Member or Members, (d) the personal representative of the estate of any Person described in clause (a) or (c), or (e) the Company.
"Person" means any natural person or any corporation, governmental authority, limited liability company, partnership, trust, unincorporated association or other entity.

"Regulations" means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

"Substituted Member" shall have the meaning ascribed to it Section 7.6(b).

"Tax Matters Partner" shall have the meaning ascribed to in Section 6.3(a).

"Terminating Capital Transaction" means any sale or other disposition of all or substantially all of the assets of the Company or a related series of transactions that, taken together, result in the sale or other disposition of all or substantially all of the assets of the Company.

"Transfer" shall have the meaning ascribed to it in Section 7.1.

"Transferring Holder" shall have the meaning ascribed to it in Section 7.2(a).

"Triggering Holder" shall have the meaning ascribed to it in Section 7.3.

ARTICLE II

ORGANIZATION

2.1 Formation. The parties have caused the formation of the Company pursuant to the Act by filing Articles of Organization with the New York Department of State.

2.2 Operating Agreement. This Agreement, including all of the Schedules and Exhibits hereto, shall constitute the "Operating Agreement" of the Company as such term is used in the Act.

ARTICLE III

MEMBERS

3.1 Names and Addresses. The names, addresses and Capital Contributions of the Members are as set forth in Schedule A to this Agreement.

3.2 Additional Members.

(a) A Person may be admitted as a Member after the date of this Agreement upon a vote of the Members in accordance with Section 3.7 hereof. At the time of such vote, the
Members shall also determine the Capital Contribution to be made by such Person and the number of Membership Units to be allocated to such Person upon admission as a Member.

(b) Notwithstanding the foregoing, no Person shall become a Member until such time as that Person has (i) executed and filed with the Company an adoption agreement (which has been countersigned by a duly authorized representative of the Company) whereby such Person has agreed to be bound by the terms and conditions of this Operating Agreement (the “Adoption Agreement,” in the form as substantially set forth on Exhibit C attached hereto) and (ii) made the Capital Contribution determined by the Members in accordance with Section 3.2(a).

(c) Upon the admission of an additional Member in accordance with this Section 3.2, the Board of Managers shall amend Schedule A to reflect the admission of such additional Member.

3.3 Books and Records. The Company shall keep books and records of accounts and minutes of all meetings of the Members. Such books and records shall be maintained on a cash basis in accordance with this Agreement and with generally accepted accounting principles.

3.4 Information. Each Member may inspect during ordinary business hours, and at the principal place of business of the Company, the Articles of Organization, this Agreement, the minutes of any meeting of the Members and any tax returns of the Company for the immediately preceding three Fiscal Years.

3.5 Meetings of Members. The Members shall meet at such times as meetings are called in accordance with the Operating Procedures set forth on Exhibit B. Meetings of Members and governance of the Company shall be in accordance with such Operating Procedures.

3.6 Voting Agreements. An agreement between two or more Members, if in writing and signed by the parties thereto, may provide that in exercising any voting rights, the Membership Units held by them shall be voted as therein provided, or as they may agree, or as determined in accordance with a procedure agreed upon by them.

3.7 Action by Vote of the Members. Except as otherwise provided in the Act, the Articles of Organization or this Agreement, whenever the Members are required or permitted to vote or otherwise act, the affirmative vote of Members holding not less than a [majority] of the Membership Units shall be the act of the Members.

ARTICLE IV

MANAGEMENT AND EXTRAORDINARY TRANSACTIONS

4.1 Management. The Company’s business shall be managed by the Board of Managers, who shall be elected by the Members in accordance with Section 3.7 hereof. Except
as otherwise provided in this Agreement, all management decisions shall be determined by the
Board of Managers in accordance with the Operating Procedures attached hereto as Exhibit B.

4.2 Duty of Manager. Each Manager shall perform his or her duties as a Manager in
good faith and with that degree of care which an ordinary prudent person in like position would
use under similar circumstances. In performing his or her duties, a Manager shall be entitled to
rely on information, opinions, reports and statements, including, without limitation, financial
statements and other financial data, in each case prepared by any Person as to matters the
Manager reasonably believes are within such Person’s professional or expert competence.

4.3 Number, Tenure and Qualifications of Manager. The Company shall have two
(2) Managers. The number of Managers of the Company may be amended from time to time by
vote of Members in accordance with Section 3.7 hereof. The Managers shall hold office until the
next annual meeting of Members or until a successor shall have been elected and qualified.

4.4 Powers of Managers. Except as otherwise set forth in this Agreement, including
without limitation Section 4.11, the Board of Managers shall have the power and authority, on
behalf of the Company, to (a) purchase, lease or otherwise acquire from, or sell, lease or
otherwise dispose of to, any Person any property; (b) open bank accounts and otherwise invest
the funds of the Company; (c) purchase insurance on the business and assets of the Company;
(d) commence lawsuits and other proceedings; (e) enter into any agreement, instrument or other
writing; (f) retain accountants, attorneys or other agents and (g) take any other lawful action that
the Board of Managers consider necessary, convenient or advisable in connection with any
business of the Company.

4.5 No Exclusive Duty to Company. The Managers shall not be required to manage
the Company as their sole and exclusive function, and they may have other business interests and
may engage in other activities in addition to those relating to the Company. Neither the
Company nor any Member shall have any right pursuant to this Agreement to share or participate
in such other business interests or activities or to the income or proceeds derived therefrom. The
Managers shall incur no liability to the Company or any Member as a result of engaging in any
other business interests or activities.

4.6 Resignation. A Manager may resign as Manager at any time on notice to the
Company. The resignation of a Manager shall take effect upon receipt of such notice or at any
later time specified in such notice. The resignation of a Manager who is also a Member shall not
affect the Manager’s rights as a Member and shall not constitute a withdrawal of a Member.

4.7 Removal. A Manager may be removed or replaced with or without cause by the
vote of the Members, entitled to vote thereon, in accordance with Section 3.7 hereof. The
removal of a Manager who is also a Member as a Manager shall not affect the Manager’s rights
as a Member and shall not constitute a withdrawal of such Member.

4.8 Vacancies. Any vacancy occurring for any reason on the Board of Managers may
be filled by the affirmative vote of the Members pursuant to Section 3.7. A Manager elected to
fill a vacancy on the Board of Managers shall be elected for the unexpired term of the Manager's predecessor in office and shall hold office until the expiration of such term and until the Manager's successor has been elected and qualified. A Manager chosen to fill a position resulting from an increase in the number of Managers shall hold office until the next annual meeting of Members and until a successor has been elected and qualified.

4.9 Salaries. The salaries and other compensation of the Managers shall be fixed from time to time by the vote of the Members in accordance with Section 3.7 hereof. No Manager shall be prevented from receiving such a salary or other compensation because such Manager is also a Member.

4.10 Officers.

(a) The Board of Managers may designate one or more individuals, including themselves, who may or may not be Members or Managers, as officers of the Company, who shall have such titles and exercise and perform such powers and duties as shall be assigned to them from time to time by the Board of Managers. Any officer may be removed by action of the Board of Managers at any time, with or without cause. Each officer shall hold office until his or her successor is elected and qualified. Any number of offices may be held by the same individual. The salaries and other compensation of the officers shall be fixed by the Board of Managers.

(b) In the case of the absence or illness of any officer of the Company, or for any other reason that the Board of Managers may deem sufficient, the Managers may delegate and assign, for the time being, the powers and duties of any officer to any other officer or to any Manager.

4.11 Extraordinary Transactions. Notwithstanding anything else in this Agreement, approval of the Members in accordance with Section 3.7 hereof, shall be necessary for the consummation of any of the following events:

(a) the transfer by a Member of any Membership Units;

(b) the dissolution of the Company as provided in Section 8.1(a);

(c) the dissolution of the Company within ninety (90) days following the bankruptcy, death, dissolution, incapacity or withdrawal of any Member or the occurrence of any other event that terminates the continued membership of any Member, as provided in Section 8.1(b);

(d) any Terminating Capital Transaction;

(e) the merger, consolidation or combination of the Company with any other Person;
(f) the incurrence of indebtedness by the Company;

(g) the sale, exchange, lease, pledge, or granting of a security interest in any of the assets of the Company other than in the ordinary course of its business;

(h) the admission of an additional Member;

(i) any change in the number of the Managers of the Company;

(j) any change in the compensation of any Manager or of any Member (or their Affiliates); or

(k) the purchase of Membership Units by the Company pursuant to Section 7.2.

(l) any proposed transaction or agreement between the Company and one or more of the Managers or Members, or between the Company and any other entity in which one or more of its managers or members are a Manager or Member of the Company; provided, however, that in the case of a transaction or agreement that meets the criteria set forth in this Section 4.11(m) and involves a Member of the Company (as applicable, an “Interested Member”), then the corresponding vote of the Members to approve such transaction or agreement shall not include the vote of the Membership Units held by such Interested Member.

4.12 Amendments. This Agreement and the Articles of Organization may be amended from time to time in writing in accordance with the following:

(a) upon a vote of the Members in accordance with Section 3.7,

(b) if the amendment is an amendment of Schedule A or Schedule B hereto, whenever required by a provision of this Agreement; or

(c) if the amendment is an amendment of the Articles of Organization of a type set forth in Section 213(b) of the Act, by the Board of Managers.

ARTICLE V

CAPITAL CONTRIBUTIONS, ALLOCATIONS AND DISTRIBUTIONS

5.1 Capital Contributions. At the time of the execution of this Agreement, the Members shall make the Capital Contributions set forth in Schedule A to this Agreement. Each Member shall own Membership Units in the amounts set forth for such Member in Schedule A and shall have a Percentage Interest in the Company as set forth in Schedule A. Schedule A and/or Schedule B shall be amended from time to time by the Board of Managers to the extent necessary to accurately reflect redemptions, Capital Contributions, the issuance of additional Membership Units, the admission of additional Members, or similar events having an effect on
any item set forth therein. The Members shall have no obligation to make any additional Capital Contributions or loans to the Company.

5.2 **Loans by Members.** A Member may, but is not obligated to, loan or cause to be loaned to the Company such additional sums as the Members deem appropriate and necessary for the conduct of the Company’s business; **provided, however,** that such loan, and the terms and conditions thereof, is approved by the vote of the Members in accordance with Section 3.7 hereof.

5.3 **Allocations.** For purposes of maintaining the Capital Accounts and in determining the rights of the Members among themselves, the Company’s items of income, gain, loss and deduction (computed in accordance with Exhibit A hereof) shall be allocated among the Members in each taxable year (or portion thereof) in accordance with Section 3 of Exhibit A.

5.4 **Distributions.** Except as otherwise provided in **Article VIII,** Distributions shall be made at such times and in such amounts as may be determined solely by the Board of Managers, to the Members, pro rata in accordance with their Percentage Interests.

5.5 **Distributions Upon Liquidation.** Proceeds from a Terminating Capital Transaction and any other cash received or reductions in reserves made after commencement of the liquidation of the Company shall be distributed to the Members in accordance with **Article VIII.**

5.6 **Tax Distributions.** Subject to any restrictions in any Company debt-financing arrangement then applicable, and subject to the Board of Managers’ sole discretion to retain any other amounts necessary to satisfy the Company’s obligations, the Company shall distribute quarterly to the Members in accordance with their Percentage Interest, to the extent cash is available to the Company, an amount sufficient to enable the Members to pay their U.S. federal income tax liabilities attributable to their respective distributive shares of Net Income of the Company (calculated for each Member net of any Net Loss of the Company previously allocated to such Member and not previously offset by allocations of Net Income), in each case assuming that each Member is taxable at the highest marginal U.S. federal and New York State income tax rate applicable to such Member. The amounts to be distributed to a Member as a tax distribution pursuant to this Section 5.6 in respect of any Fiscal Year shall be computed as if any distributions made pursuant to Section 5.4 during such Fiscal Year were a tax distribution in respect of such Fiscal Year. Any distribution made pursuant to this Section 5.6 shall be treated as an advance/additional distribution.

5.7 **Guaranteed Payment.** The Members hereby acknowledge and agree that for purposes of federal, state and local income taxes, excise taxes and employment taxes, and for purposes of any withholding obligations with respect to such taxes, no Member shall be treated as an employee of the Company and that any compensation for services received by a Member from, or on behalf of, the Company shall be treated as a guaranteed payment within the meaning of Section 707(c) of the Code. The Company shall have no obligation to withhold any amount from compensation paid to a Member. Each Member shall be solely responsible for payment of
all federal, state and local taxes due on any compensation received from the Company. Each Member shall indemnify and hold the Company harmless from and against any costs, damages, liabilities, interest, fines or penalties relating to such taxes or withholdings.

ARTICLE VI

TAXES

6.1 **Preparation of Tax Returns.** The Managers shall arrange for the preparation and timely filing of all returns of Company income, gains, deductions, losses and other items required of the Company for federal and state income tax purposes and shall use all reasonable efforts to furnish, within ninety (90) days of the close of each taxable year, the tax information reasonably required by Members for federal and state income tax reporting purposes.

6.2 **Tax Elections.** Except as otherwise provided herein, the Tax Matters Partner (as defined below) shall, in his sole and absolute discretion, determine whether to make any available election pursuant to the Code. The Tax Matters Partner shall have the right to seek to revoke any such election (including, without limitation, the election under Section 754 of the Code) upon the Tax Matters Partner’s determination in his sole and absolute discretion that such revocation is in the best interests of the Members.

6.3 **Tax Matters Partner.**

(a) **Dr. Ephraim Atwal** shall be the “Tax Matters Partner” of the Company for federal income tax purposes. Pursuant to Section 6230(c) of the Code, upon receipt of notice from the IRS of the beginning of an administrative proceeding with respect to the Company, the Tax Matters Partner shall furnish the IRS with the name, address, taxpayer identification number, and profits interest of each of the Members; provided, however, that such information is provided to the Company by the Members.

(b) The Tax Matters Partner is authorized, but not required:

(i) to enter into any settlement with the IRS with respect to any administrative or judicial proceedings for the adjustment of Company items required to be taken into account by a Member for income tax purposes (such administrative proceedings being referred to as a “tax audit” and such judicial proceedings being referred to as “judicial review”), and in the settlement agreement the Tax Matters Partner may expressly state that such agreement shall bind all Members, except that such settlement agreement shall not bind any Member (A) who (within the time prescribed pursuant to the Code and Regulations) files a statement with the IRS providing that the Tax Matters Partner shall not have the authority to enter into a settlement agreement on behalf of such Member or (B) who is a “notice partner” (as defined in Section 6231(a)(8) of the Code) or a member of a “notice group” (as defined in Section 6223(b)(2) of the Code);
(ii) in the event that a notice of a final administrative adjustment at the Company level of any item required to be taken into account by a Member for tax purposes (a "final adjustment") is mailed to the Tax Matters Partner, to seek judicial review of such final adjustment, including the filing of a petition for readjustment with the Tax Court or the filing of a complaint for refund with the United States Claims Court or the District Court of the United States for the district in which the Company's principal place of business is located;

(iii) to intervene in any action brought by any other Member for judicial review of a final adjustment;

(iv) to file a request for an administrative adjustment with the IRS and, if any part of such request is not allowed by the IRS, to file an appropriate pleading (petition or complaint) for judicial review with respect to such request;

(v) to enter into an agreement with the IRS to extend the period for assessing any tax which is attributable to any item required to be taken account by a Member for tax purposes, or an item affected by such item; and

(vi) to take any other action on behalf of the Members or the Company in connection with any tax audit or judicial review proceeding to the extent permitted by applicable law or regulations.

The taking of any action and the incurring of any expense by the Tax Matters Partner in connection with any such proceeding, except to the extent required by law, is a matter in the sole and absolute discretion of the Tax Matters Partner and the provisions relating to indemnification of the Managers set forth in Section 9.2 of this Agreement shall be fully applicable to the Tax Matters Partner in his capacity as such.

(c) The Tax Matters Partner shall receive no compensation for his services as such. All third party costs and expenses incurred by the Tax Matters Partner in performing his duties as such (including legal and accounting fees and expenses) shall be borne by the Company. Nothing herein shall be construed to restrict the Company from engaging an accounting firm to assist the Tax Matters Partner in discharging his duties hereunder.

6.4 Organizational Expenses. The Company shall elect to amortize organizational expenses, if any, incurred by it in organizing the Company and deduct such expenses ratably over the minimum period provided in Section 709 of the Code and the Regulations thereunder.

6.5 Withholding. Each Member hereby authorizes the Company to withhold from or pay on behalf of or with respect to such Member any amount of federal, state, local, or foreign taxes that the Company is required to withhold or pay with respect to any amount distributable or allocable to such Member pursuant to this Agreement, including, without limitation, any taxes required to be withheld or paid by the Company pursuant to Sections 1441, 1442, 1445, or 1446 of the Code. Any amount paid on behalf of or with respect to a Member shall constitute a loan
by the Company to such Member, which loan shall be repaid by such Member within fifteen (15) days after notice from the Company that such payment must be made.

ARTICLE VII

TRANSFERS OF MEMBERSHIP UNITS

7.1 Transfers in General. The sale, transfer, assignment, pledge or other disposition of any interest in any Membership Unit (whether with or without consideration and whether voluntarily or involuntarily or by operation of law), directly or indirectly, to another Person is referred to herein as a “Transfer” and to take such action is referred to herein as to “Transfer.” No Member shall Transfer any Membership Units (or any interest in any Membership Units), unless such Transfer is made (a) to a Permitted Transferee or (b) in compliance with the provisions of Section 7.1 and Section 7.2. In no event, shall any Transfer of Membership Units (other than to a Permitted Transferee or in a sale of the entire Company) pursuant to this Article VII be made by any Member for any consideration other than cash payable upon consummation of such Transfer or in installments over time.

7.2 Right of First Refusal.

(a) Notice of Proposed Transfer. Subject to the terms and conditions set forth in this Article VII, at least forty-five (45) days prior to the proposed Transfer of any Membership Units held by any Member, the transferring Member (the “Transferring Holder”) shall deliver a written notice (the “Offer Notice”) to the Company and each of the Members. The Offer Notice shall disclose in reasonable detail the identity of the prospective transferee(s), the number of Membership Units contemplated to be transferred (the “Available Units”), the cash price for the Membership Units and the other terms and conditions of the proposed Transfer. The Transferring Holder shall not consummate such proposed Transfer until at least (forty-five (45) days after the delivery of the Offer Notice, unless the parties to the Transfer have been finally determined pursuant to this Section 7.2 prior to the expiration of such 45-day period (the date of the first to occur of (x) the expiration of such 45-day period after delivery of the Offer Notice or (y) such final determination is referred to herein as the “Authorization Date”).

(b) Exercise of Right of First Refusal. The Company shall have ten (10) days from receipt of the Offer Notice to accept the Available Units offered in the Offer Notice in full or in part. To the extent that the Company has not agreed to purchase all of the Available Units, the Company shall notify each Member that such Member is entitled to purchase a portion of the remaining Available Units by delivering written notice (the “Available Unit Purchase Notice”) to the Members and the Transferring Holder within fifteen (15) days following delivery of the Offer Notice setting forth the maximum number of the remaining Available Units which such Members may purchase. The Members shall have thirty (30) days after delivery of the Available Unit Purchase Notice to elect, in writing, to purchase remaining Available Units. Remaining Available Units shall first be allocated to each such Member in an amount equal to the lesser of (A) the maximum amount specified by each such Member in such Members Available Unit Purchase Notice response and (B) such Member’s pro rata share of all Membership Units held by
all such Members. If all of the remaining Available Units offered to such Members are not fully subscribed by such Members, the un-subscribed Available Units shall be allocated to the Members purchasing their pro rata share and indicating in their response to the Available Unit Purchase Notice a desire to acquire any Available Units that are available because of under-subscription and if such Members collectively indicate an interest in acquiring additional Available Units in an amount in excess of the aggregate amount of Available Units remaining, such remaining Available Units will be allocated among such Members pro rata in accordance with their respective holdings of Membership Units.

(c) Closing of Transfer to Company and/or Members. If the Company and the Members have elected to purchase all of the remaining Available Units hereunder, the Transfer of such Available Units to the Company and the accepting Members shall be consummated as soon as practical after the delivery of the election notice(s) to the Transferring Holder, but in any event within fifteen (15) days after the Authorization Date.

(d) Transferring Holder’s Right to Transfer. If the Company and the Members do not elect, in the aggregate, to purchase all of the Available Units offered in the Offered Notice from the Transferring Holder, the Transferring Holder shall have the right, within the ninety (90) days following the Authorization Date, to Transfer all of such Available Units to the transferee(s) specified in the Offer Notice in the amounts specified in the Offer Notice at a price not less than the price per unit specified in the Offer Notice and on other terms no more favorable to the transferee(s) thereof than specified in the Offer Notice.

(e) Re-offer. Any Available Units not so Transferred within such 90-day period shall be reoffered to the Company and the Members pursuant to this Section 7.2 prior to any subsequent Transfer.

(f) Non-applicability. The provisions of this Section 7.2 shall not apply to a Transfer made to a Permitted Transferee or a Transfer where the consideration is not entirely cash.

7.3 Effect of Assignment.

(a) Termination of Rights. Any Member who shall assign any Membership Units or other interest in the Company shall cease to be a Member with respect to such Membership Units or other interest and shall no longer have any rights or privileges of a Member with respect to such Membership Units or other interest. A Transfer shall not otherwise eliminate the Member’s entitlement to any rights associated with the Member’s remaining interest and shall not cause the Member to be released from any liability to the Company or any other Person solely as a result of the Transfer.

(b) Deemed Agreement. Any Person who acquires in any manner whatsoever any Membership Units or other interest in the Company, irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof and any agreement pursuant to which the
Membership Units were acquired, as applicable, to have agreed to be subject to and bound by all of the terms and conditions of this Agreement that any predecessor in such Membership Units or other interest in the Company of such Person was subject to or by which such predecessor was bound.

(c) **Assignee’s Rights.** A Transfer of Membership Units permitted hereunder shall be effective as of the date of assignment and compliance with the conditions to such Transfer and such Transfer shall be shown on the books and records of the Company. Unless and until an assignee becomes a Substituted Member pursuant to Section 7.6, the Assignee shall not be entitled to any of the rights or privileges granted to a Member hereunder or under applicable law, other than the rights and privileges specifically granted to Assignees pursuant to this Agreement.

7.4 **Additional Restrictions on Transfer.**

(a) **Restrictions.** Membership Units are transferable only pursuant to (i) public offerings registered under the Securities Act, (ii) Rule 144 or Rule 144A of the Securities and Exchange Commission (or any similar rules then in force) if such rule is available, (iii) an exemption under applicable securities law, and (iv) other legally available means of transfer permitted by this Agreement.

(b) **Execution of Counterpart.** Each transferee of Membership Units or other interests in the Company shall, as a condition prior to such Transfer, execute and deliver to the Company an Adoption Agreement in the form of Exhibit C pursuant to which such Transferee shall agree to be bound by the provisions of this Agreement.

(c) **Notice.** In connection with the Transfer of any Membership Units, the holder of such Membership Units will deliver written notice to the Company describing in reasonable detail the Transfer or proposed Transfer.

(d) **Legal Opinion.** No Transfer of Membership Units or any other interest in the Company may be made unless in the opinion of counsel, satisfactory in form and substance to the Board of Managers (which opinion may be waived by the Board of Managers), such Transfer would not violate any federal securities laws or any state or provincial securities or “blue sky” laws (including any investor suitability standards) applicable to the Company or the interest to be Transferred, or cause the Company to be required to register as an “Investment Company” under the U.S. Investment Company Act of 1940, as amended. Such opinion of counsel shall be delivered in writing to the Company prior to the date of the Transfer.

7.5 **Assignees; Substituted Members.**

(a) Unless the assignee of any Membership Unit is admitted as a Substituted Member as provided in Section 7.6(b) (or is the Company or another Member), (i) the assignee
shall only have only the rights of the transferring Member in the Company income, gain, loss, deductions and distributions rights, (ii) the assignee shall have no right to vote on Company matters, inspect Company books and records or otherwise participate in Company affairs, and (iii) the interest of the assignee shall be disregarded for purposes of determining whether Members owning the required Membership Units have voted on any matter requiring a vote of the Members.

(b) An assignee of the whole or any portion of the transferring Member’s Membership Units, validly assigned pursuant to this Article VII, may become a “Substituted Member” in the place of the transferring Member, to the extent of the Membership Units validly transferred, if all of the following conditions are satisfied:

(i) A fully executed and acknowledged written instrument of assignment has been filed with the Company which sets forth the intention of the transferring Member that the assignee become a Substituted Member in its place, to the extent of the Membership Units assigned;

(ii) The assignee executes and acknowledges an Adoption Agreement and such other instruments, in form and substance reasonably satisfactory to the Board of Managers, as are reasonably necessary or desirable to effectuate the admission and to confirm the agreement of the assignee to be bound by all the terms and provisions of this Agreement with respect to the Membership Units acquired; and

(iii) The Board of Managers approves the admission of the assignee as a Substituted Member, provided, that no such approval shall be required to admit any assignee or transferee of any Person that acquired Membership Units pursuant to a transfer permitted by Article VII.

(c) Notwithstanding anything to the contrary in this Agreement, both the Company and the Board of Managers will be entitled to treat the transferring Member as its absolute owner in all respects, and will incur no liability for Distributions made in good faith to that Member, until a written assignment that conforms to the requirements of this Article VII has been received by the Company and accepted by the Board of Managers.

7.6 Amendment of Schedule. As soon as reasonably practicable following a transaction described in this Article VII, the Board of Managers will, without the need for the consent of the Members, amend Schedule A to reflect the names of the Members, the number of Membership Units held and the Percentage Interests of the Members immediately after the transaction. Such revised Schedule A shall replace in its entirety the Schedule A in effect immediately prior to the transaction. Upon the request of a Member, the Board of Managers will distribute the then-current Schedule A to the requesting Member.

7.7 Involuntary Transfer.
(a) Any Person who becomes the holder or possessor of any Membership Unit of the Company by virtue of any judicial process, attachment, bankruptcy, receivership, execution, or judicial sale, including, without limitation, any person to whom such Membership Unit shall have been transferred pursuant to a court order in a matrimonial action (regardless of whether such Membership Unit be deemed a voluntary or involuntary transfer), shall immediately offer all of such Membership Units to the Company whenever requested by the Company, at a purchase price equal to the then book value per Membership Unit as shown on the financial statements of the Company multiplied by the total number of Membership Units held by such Person.

(b) Any sale under this Section 7.8 shall be closed at the office of the Company at 10:00 a.m. on the thirtieth (30th) day following the date of the Company’s request described above in Section 7.8(a), or at such other time and place as shall be mutually agreeable to the parties to such closing. At such closing, the purchase price shall be paid in full in cash or by certified check.

7.8 Section 7704 Safe Harbor. In order to permit the Company to qualify for the benefit of a “safe harbor” under Section 7704 of the Code, notwithstanding anything to the contrary in this Agreement, no Transfer of any Membership Unit or economic interest shall be permitted or recognized by the Company or the Board of Managers (within the meaning of Regulations Section 1.7704-1(d)) if and to the extent that such Transfer would cause the Company to have more than 100 partners (within the meaning of Regulations Section 1.7704-1(h), including the look-through rule in Regulations Section 1.7704-1(h)(3)).

7.9 Legend.

In the event that certificated Membership Units are issued, such certificated Membership Units will bear the following legend:

"THE UNITS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”), OR APPLICABLE STATE SECURITIES LAWS (“STATE ACTS”) AND MAY NOT BE SOLD, ASSIGNED, PLEDGED, TRANSFERRED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR STATE ACTS OR AN EXEMPTION FROM REGISTRATION THEREUNDER. THE TRANSFER OF THE UNITS REPRESENTED BY THIS CERTIFICATE IS SUBJECT TO THE CONDITIONS SPECIFIED IN AN OPERATING AGREEMENT AS AMENDED AND MODIFIED FROM TIME TO TIME, GOVERNING THE ISSUER (THE “COMPANY”), BY AND AMONG ITS MEMBERS (THE “LLC AGREEMENT”), A COPY OF WHICH SHALL BE FURNISHED UPON REQUEST."
To the extent applicable, certificated Membership Units may also bear a legend in substantially the following form:

"THE UNITS REPRESENTED BY THIS CERTIFICATE MAY ALSO BE SUBJECT TO CERTAIN RESTRICTIONS SET FORTH IN THE LLC AGREEMENT AND/OR A SEPARATE AGREEMENT WITH THE INITIAL HOLDER, A COPY OF WHICH SHALL BE FURNISHED BY THE COMPANY UPON WRITTEN REQUEST AND WITHOUT CHARGE."

If a Member holding certificated Membership Units delivers to the Company an opinion of counsel, satisfactory in form and substance to the Board of Managers (which opinion may be waived by the Board of Managers), that no subsequent Transfer of such Membership Units will require registration under the Securities Act, the Company will promptly upon such contemplated Transfer deliver new certificated Membership Units which do not bear the portion of the restrictive legend relating to the Securities Act set forth in this Section 7.10.

7.10 Transfer Fees and Expenses. The transferor and transferee of any Membership Units or other interest in the Company shall be jointly and severally obligated to reimburse the Company for all reasonable expenses (including attorneys' fees and expenses) of any Transfer or proposed Transfer, whether or not consummated.

7.11 Void Assignment. Any Transfer by any holder in contravention of this Agreement or which would cause the Company to not be treated as a partnership for U.S. federal income tax purposes shall be void and ineffectual and shall not bind or be recognized by the Company or any other party. In the event of any Transfer in contravention of this Agreement, the purported transferee shall have no right to any profits, losses or Distributions of the Company or any other rights of a holder.

ARTICLE VIII

DISSOLUTION

8.1 Dissolution.

(a) The Company shall be dissolved and its affairs shall be wound up upon the affirmative vote of the Members in accordance with Section 3.7.

(b) In the event of the bankruptcy, death, dissolution or incapacity or of any Member or the occurrence of any other event that terminates the continued membership of any Member, the remaining Members shall have the right to continue the Company and the Company shall continue, unless within ninety (90) days after such event, the remaining Members vote in accordance with Section 3.7 to dissolve the Company.

8.2 Winding Up and Liquidation.
(a) Upon the occurrence of an event set forth in Section 8.1(a) (a "Liquidating Event"), the Company shall continue solely for the purposes of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors and Members. No Member shall take any action that is inconsistent with, or not necessary to, or appropriate for, the winding up of the Company's business and affairs. The Managers or, in the event there are no remaining Managers, any Person elected by a majority in interest of the Members (the Managers or such other Person being referred to herein as the "Liquidator"), shall be responsible for overseeing the winding up and dissolution of the Company and shall take full account of the Company's liabilities and property and the Company property shall be liquidated as promptly as is consistent with obtaining the fair value thereof, and the proceeds therefrom shall be applied and distributed in the following order:

(i) First, to the payment and discharge of all of the Company's debts and liabilities to its creditors, including Members who are creditors;

(ii) Second, to Members and former Members in satisfaction of liabilities for distributions under Section 507 or 509 of the Act; and

(iii) The balance, if any, to the Members in accordance with their Percentage Interests.

(b) Notwithstanding the provisions of Section 8.2(a) hereof which require liquidation of the assets of the Company, but subject to the order of priorities set forth therein, if prior to or upon dissolution of the Company, the Liquidator determines that an immediate sale of part or all of the Company's assets would be impractical or would cause undue loss to the Members, the Liquidator may, in its sole and absolute discretion, defer for a reasonable time the liquidation of any assets except those necessary to satisfy liabilities of the Company (including those to Members as creditors) and/or distribute to the Members, in lieu of cash, as tenants in common and in accordance with the provisions of Section 8.2(a) hereof, undivided interests in such Company assets as the Liquidator deems not suitable for liquidation. Any such distributions in kind shall be made only if, in the good faith judgment of the Liquidator, such distributions in kind are in the best interest of the Members, and shall be subject to such conditions relating to the disposition and management of such properties as the Liquidator deems reasonable and equitable and to any agreements governing the operation of such properties at such time. The Liquidator shall determine the fair market value of any property distributed in kind using such reasonable method of valuation as it may adopt.

(c) In the discretion of the Liquidator, a pro-rata portion of the distributions that would otherwise be made to the Members pursuant to this Article VIII may be:

(i) distributed to a trust established for the benefit of the Members for the purposes of liquidating Company assets, collecting amounts owed to the Company, and paying any contingent or unforeseen liabilities or obligations of the Company or the Members arising out of or in connection with the Company. The assets of any such trust shall be distributed to the Members from time to time, in the reasonable discretion of the Liquidator, in
the same proportions as the amount distributed to such trust by the Company would otherwise have been distributed to the Members pursuant to this Agreement; or

(ii) withheld or escrowed to provide a reasonable reserve for Company liabilities (contingent or otherwise) and to reflect the unrealized portion of any installment obligations owed to the Company, provided, that such withheld or escrowed amounts shall be distributed to the Members in the manner and order of priority set forth in Section 8.2(a) as soon as practicable.

8.3 *Articles of Dissolution.* Within ninety (90) days following the dissolution and the commencement of winding up of the Company, or at any other time there are no Members, articles of dissolution shall be filed with the New York Department of State pursuant to the Act.

8.4 *Compliance with Timing Requirements of Regulations.* In the event the Company is “liquidated” within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g), distributions shall be made pursuant to this Article VIII to the Members who have positive Capital Accounts in compliance with Regulations Section 1.704-1(b)(2)(ii)(b)(2). If any Member has a deficit balance in his Capital Account (after giving effect to all contributions, Distributions and allocations for all taxable years, including the year during which such liquidation occurs), such Member shall have no obligation to make any contribution to the capital of the Company with respect to such deficit, and such deficit shall not be considered a debt owed to the Company or to any other Person for any purpose whatsoever.

8.5 *Deemed Distribution and Recontribution.* Notwithstanding any other provision of this Article VIII, in the event the Company is considered liquidated within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g), but no Liquidating Event has occurred, the Company’s property shall not be liquidated, the Company’s liabilities shall not be paid or discharged, and the Company’s affairs shall not be wound up. Instead, for federal income tax purposes and for purposes of maintaining Capital Accounts pursuant to Exhibit A hereto, the Company shall be deemed to have distributed the property in kind to the Members, who shall be deemed to have assumed and taken such property subject to all Company liabilities, all in accordance with their respective Capital Accounts. Immediately thereafter, the Members shall be deemed to have recontributed the Company property in kind to the Company, which shall be deemed to have assumed and taken such property subject to all such liabilities.

8.6 *Rights of Members.* Except as otherwise provided in this Agreement, each Member shall look solely to the assets of the Company for the return of its Capital Account and shall have no right or power to demand or receive property other than cash from the Company. Except as otherwise provided in this Agreement, no Member shall have priority over any other Member as to the return of their Capital Account, Distributions, or allocations.

**ARTICLE IX**

**INDEMNIFICATION**
9.1 Limitation of Liability. Except as otherwise required by the Act, no Manager or officer, if any, shall be liable to the Company or any other Member for any loss or damage sustained by the Company or any Member unless such Manager or officer has failed to comply with Section 4.2 or 4.10, as the case may be, with respect to the actions or occurrences giving rise to such loss or damage.

9.2 Indemnification. To the maximum extent permitted under the Act, the Company shall indemnify and hold harmless each Manager and officer, if any, from and against all claims and demands unless such Manager and officer, if any, has acted (a) in bad faith, (b) with deliberate dishonesty or (c) for personal financial profit or other advantage to which he or she is not legally entitled, with respect to the actions or occurrences giving rise to such claims and demands.

9.3 Reimbursement. The Company shall promptly reimburse (and/or advance to the extent reasonably required) each Manager and officer, if any, for reasonable legal or other expenses (as incurred) of such Manager or officer, in connection with investigating, preparing to defend or defending any claim, lawsuit or other proceeding relating to any claim or demand for which such person may be indemnified pursuant to Section 9.2, provided, that if it is finally judicially determined that such person is not entitled to the indemnification provided by Section 9.2, then such person shall promptly reimburse the Company for any reimbursed or advanced expense.

ARTICLE X

GENERAL PROVISIONS

10.1 Notices. Except as otherwise provided in this Agreement or required by law, any notice, demand or other communication required or permitted to be given pursuant to this Agreement shall have been sufficiently given for all purposes if (a) delivered personally to the Person or to an executive officer of the Person to whom such notice, demand or other communication is directed or (b) sent by first-class mail, postage prepaid, addressed to the Person at his, her or its address set forth in this Agreement. Except as otherwise provided in this Agreement, any such notice shall be deemed to be given three business days after it was mailed.

10.2 Entire Agreement/Amendments. This Agreement and the Articles of Organization contain the entire agreement among the Members with respect to the subject matter hereof. No amendment of this Agreement or the Articles of Organization shall be effective unless made in accordance with Section 4.12 hereof.

10.3 Waiver. No failure of a Member to exercise, and no delay by a Member in exercising, any right or remedy under this Agreement shall constitute a waiver of such right or remedy. No waiver by a Member of any such right or remedy under this Agreement shall be effective unless made in a writing duly executed by all Members and specifically referring to each such right or remedy being waived.
10.4 **Severability.** If any of the terms of this Agreement are declared to be illegal or unenforceable by any court or tribunal of competent jurisdiction, such term or terms shall be null and void and shall be deemed deleted from this Agreement with respect to the jurisdiction of that court or tribunal; *provided, however,* that all the remaining terms hereof shall remain in full force and effect.

10.5 **Binding Effect and Benefit.** This Agreement shall be binding upon and inure to the benefit of all Members, and each of the permitted successors and assignees of the Members. No party may assign rights or delegate obligations hereunder except pursuant to the provisions hereof. Nothing in this Agreement is intended to benefit any person not a party hereto.

10.6 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

10.7 **Governing Law.** This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of New York, without regard to principles of conflict of laws.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

COMPANY:
FAR(M)ED NEW YORK, LLC

By:  
Name: Ephraim Atwal, MD
Title: President

MEMBERS:

Dr. Ephraim Atwal

Dr. Amar Atwal
Attachment E: Organizational and Operational Documents

SCHEDULE A

<table>
<thead>
<tr>
<th>Name and Address of Member</th>
<th>Capital Contribution</th>
<th>Number of Membership</th>
<th>Percentage Interest</th>
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<tbody>
<tr>
<td>Dr. Ephraim Atwal</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c/o Far(m)ed New York, LLC</td>
<td></td>
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<tr>
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<tr>
<td>Cheektowaga, NY 14225</td>
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<tr>
<td>Dr. Amar Atwal</td>
<td></td>
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</tr>
</tbody>
</table>

Redacted pursuant to N.Y. Public Officers Law, Art. 6
FAR(M)ED Organizational Chart

Far(m)ed New York LLC

Dr. Amar Atwal
Executive Vice President

Dr. Ephraim Atwal
President

Scientific Advisory Board

Cultivation

Processing

Dispensaries

Security

Admin

Research Projects

Veg Team

Flower Team

Clone Team

Mothers

Managers

Asst Managers

Pharmacists

Agents

In-House

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

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).
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.

<table>
<thead>
<tr>
<th>1. Business Name:</th>
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<tbody>
<tr>
<td>This is the name that was entered in Section A of the Application for Registration as a Registered Organization.</td>
</tr>
<tr>
<td>2. Name: Ephraim S. Atwal, MD</td>
</tr>
<tr>
<td>4. Briefly describe the role of this person or entity in the proposed registered organization: Owner</td>
</tr>
</tbody>
</table>

5. Will this person or entity come into contact with medical marijuana or medical marijuana products?  
- ☐ 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](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  - ☐ 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.

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<thead>
<tr>
<th>8. Phone:</th>
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Appendix A:
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<td>NY State Driver's License</td>
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17. Employment History for the Past 10 Years: Start with MOST RECENT employment and include employment during the last 10 years. Attach additional copies of page 3, if necessary.

Redacted pursuant to N.Y. Public Officers Law, Art. 6
Appendix A:
Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

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

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<td>Name of Employer:</td>
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<td>Position/Responsibilities:</td>
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<tr>
<th>Reason For Departure:</th>
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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

Redacted pursuant to N.Y. Public Officers Law, Art. 6
Appendix A:
Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members
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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.

Not applicable

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: [Signature]
Date: June 3rd, 2015

Notary Name: [Notary Name]
Notary Registration Number: 01RF 204 003 8

Notary (Notary Must Affix Stamp or Seal):
ELAINE T. RENOUF
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ERIE COUNTY
My Commission Expires April 17, 2015
Appendix A:
Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

Appendix A must be completed for all board members, officers, managers, owners, partners, principal stakeholders, directors, and members. For board members, officers, managers, owners, partners, directors, and members of the applicant that are not natural persons, Appendix A must be completed by each board member, officer, manager, owner, partner, director and member of that entity, going back to the level of ownership by a natural person. An Organizational Chart documenting your organizational structure must be included with this application.

<table>
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<tr>
<th>1. Business Name:</th>
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<tbody>
<tr>
<td>This is the name that was entered in Section A of the Application for Registration as a Registered Organization.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Name:</th>
<th>3. Title:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amar Atwal, MD</td>
<td>Vice President</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4. Briefly describe the role of this person or entity in the proposed registered organization:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>5. Will this person or entity come into contact with medical marijuana or medical marijuana products?</th>
</tr>
</thead>
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<tr>
<td>[ ] Yes  [ ] No</td>
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</tbody>
</table>

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</thead>
<tbody>
<tr>
<td>[ ] Yes  [ ] No</td>
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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: □□□□□□□□


15. Formal Education

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<thead>
<tr>
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<th>Address</th>
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<td>M.D.</td>
<td>Dec. 1973</td>
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<td>Education &amp; Research</td>
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Appendix A:
Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

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<th>Type of Professional License</th>
<th>License Number</th>
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<th>Expiration Date</th>
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<tr>
<td>Medical License</td>
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List any affiliations you have been associated with in the past 10 years. Affiliation, for the purpose of this section, includes serving as either a board member, officer, manager, owner, partner, principal stakeholder, director or member of the organization. Organizations outside of New York State must also be disclosed.

Have you owned or operated a business or had any affiliations with the operations of a business in New York, in the USA, or in other countries? ☐ Yes ☐ No

Redacted pursuant to N.Y. Public Officers Law, Art. 6
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<tr>
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</tr>
<tr>
<td>Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:</td>
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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.
Not applicable

<table>
<thead>
<tr>
<th>Signature:</th>
<th>Date: June 3rd, 2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Notary Name:</td>
<td>Notary Registration Number: 01 REN 40035</td>
</tr>
<tr>
<td>Notary (Notary Must Affix Stamp or Seal)</td>
<td>Date: 4/3/15</td>
</tr>
<tr>
<td>ELAINE T. RENOUF</td>
<td></td>
</tr>
<tr>
<td>NOTARY PUBLIC, STATE OF NEW YORK</td>
<td></td>
</tr>
<tr>
<td>QUALIFIED IN ERIE COUNTY</td>
<td></td>
</tr>
<tr>
<td>My Commission Expires April 17, 2018</td>
<td></td>
</tr>
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</table>
**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.

<p>| | |</p>
<table>
<thead>
<tr>
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<tbody>
<tr>
<td><strong>1. Business Name:</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>This is the name that was entered in Section A of the Application for Registration as a Registered Organization.</td>
</tr>
<tr>
<td><strong>2. Name:</strong> Ephraim S. Atwal, MD</td>
<td><strong>3. Title:</strong> President</td>
</tr>
<tr>
<td>4. Briefly describe the role of this person or entity in the proposed registered organization:</td>
<td>Owner</td>
</tr>
<tr>
<td><strong>5. Will this person or entity come into contact with medical marijuana or medical marijuana products?</strong></td>
<td></td>
</tr>
<tr>
<td>[ ] Yes [ ] No</td>
<td></td>
</tr>
<tr>
<td>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 <a href="http://www.identogo.com/FP/NewYork.aspx">http://www.identogo.com/FP/NewYork.aspx</a> using the ORI number NY0412500 and the Fingerprint Reason “Control Substance License.”</td>
<td></td>
</tr>
<tr>
<td><strong>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?</strong></td>
<td></td>
</tr>
<tr>
<td>[ ] Yes [ ] No</td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
</tr>
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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.

<table>
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<tr>
<th>8. Phone</th>
<th>9. Fax</th>
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<tr>
<th>15. Formal Education</th>
<th>Dates Attended</th>
<th>Degree</th>
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<tbody>
<tr>
<td>Institution</td>
<td>From</td>
<td>To</td>
</tr>
<tr>
<td>LSU/Ochsner</td>
<td>07/2008</td>
<td>06/2011</td>
</tr>
<tr>
<td>Ochsner Clinic Foundation</td>
<td>07/2007</td>
<td>06/2008</td>
</tr>
<tr>
<td>Louisiana State University</td>
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<td>Jagiellonian University</td>
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<td>2003</td>
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16. Licenses Held: List any and all licenses issued by a governmental or other regulatory entity.

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<tr>
<th>Type of Professional License</th>
<th>License Number</th>
<th>Institution Granting License (Mailing Address, Phone, Email)</th>
<th>Effective Date</th>
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Not applicable

20. The undersigned certifies, under penalty of perjury, that the information contained herein or attached hereto is accurate, true, and complete in all material respects.

Signature:  
Date: June 3rd, 2015

Notary Name:  
Notary Registration Number: O1RF 604003 S

Notary (Notary Must Affix Stamp or Seal)  
Date:

ELAINE T. RENOUF
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ERIE COUNTY
My Commission Expires April 17, 2015
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FAR(M)ED NEW YORK, LLC
OPERATING AGREEMENT

OF

FAR(M)ED NEW YORK, LLC

This Operating Agreement, dated as of April 17, 2015, is entered into by the undersigned.

WHEREAS, the undersigned wish to form a limited liability company known as Far(m)ed New York, LLC (the “Company”), pursuant to the Act, in order to acquire, possess, manufacture, sell, deliver, transport, distribute and/or dispense marihuana for certified medical use; and

WHEREAS, the undersigned desire to set forth their rights and obligations pursuant to the Act in connection with operating such Company.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned agree as follows:

ARTICLE I

DEFINITIONS

1.1 Definitions. In this Agreement, the following terms shall have the meanings set forth below:

“Act” means the New York Limited Liability Company Law, as amended and in effect from time to time.

“Adoption Agreement” shall have the meaning ascribed to it in Section 3.2(b).

“Affiliate” means any Person controlled by or under common control with a Person and any immediate family member of a Person.

“Agreement” means this Operating Agreement of Far(m)ed New York, LLC together with all the Schedules and Exhibits hereto.

“Articles of Organization” means the Articles of Organization of the Company filed or to be filed with the New York Department of State, as they may from time to time be amended.
"Authorization Date" shall have the meaning ascribed to it in Section 7.2(a).

"Available Unit Purchase Notice" shall have the meaning ascribed to it in Section 7.2(b).

"Available Units" shall have the meaning ascribed to it in Section 7.2(a).

"Board of Managers" means the Managers and such additional or successor Managers as are elected in accordance with this Agreement.

"Capital Account" means the capital account of a Member determined from the formation of the Company strictly in accordance with the rules set forth in Regulations Section 1.704-1(b)(2)(iv) and subject to Exhibit A hereto.

"Capital Contribution" means, with respect to any Member, the sum of the cash, cash equivalents and the Asset Value, as set forth on Schedule B hereto, of Contributed Property which such Member contributes to the Company pursuant to Section 5.1.

"Code" means the Internal Revenue Code of 1986, as amended and in effect from time to time, as interpreted by the applicable regulations thereunder. Any reference herein to a specific section or sections of the Code shall be deemed to include a reference to any corresponding provision of future law.

"Company" has the meaning ascribed to it in the recitals.

"Distribution" means any cash and other property distributed to a Member by the Company from the operations of the Company or from capital.

"Fiscal Year" means the fiscal year of the Company, which shall be the year ending December 31.

"Interested Member" shall have the meaning ascribed to it in Section 4.11.

"IRS" means the Internal Revenue Service of the U.S. Department of the Treasury.

"Liquidating Event" shall have the meaning ascribed to it in Section 8.2(a).

"Liquidator" shall have the meaning ascribed to it in Section 8.2(a).

"Managers" means Dr. Ephraim Atwal, Dr. Amar Atwal, and such additional or successor Managers as are elected in accordance with this Agreement.
"Member" shall mean each Person who or which executes a counterpart of this Agreement as a Member and each Person who or which may hereafter become a party to this Agreement, but shall not include any Person who ceases to be a Member, for any reason, in accordance with the terms of this Agreement. For all purposes, each Member, as defined herein, shall be deemed to be a "member" as such term is defined in the Act.

"Membership Interest" means an ownership interest in the Company representing a Capital Contribution by a Member. A Membership Interest includes any and all benefits to which the holder of such a Membership Interest may be entitled as provided in this Agreement, together with all obligations of such Person to comply with the terms and provisions of this Agreement. A Membership Interest may be expressed as a number of Membership Units. The ownership of Membership Units shall be evidenced by such form of certificate for units as the Board of Managers adopts from time to time. If no such form of certificate is adopted by the Board of Managers, the Membership Units shall be deemed to be uncertificated securities as defined in Section 8-102 of the New York Uniform Commercial Code.

"Membership Units" means the units evidencing a right to receive distributions and allocations of Net Income and Net Loss (and items thereof) of the Company issued to such Member in the numbers set forth opposite such Member's name on Schedule A annexed hereto, as may be amended from time to time.

"Net Income" means, for any taxable period, the excess, if any, of the Company's items of income and gain for such taxable period over the Company's items of loss and deduction for such taxable period. The items included in the calculation of Net Income shall be determined in accordance with federal income tax accounting principles, subject to the specific adjustments provided for in Exhibit A.

"Net Loss" means, for any taxable period, the excess, if any, of the Company's items of loss and deduction for such taxable period over the Company's items of income and gain for such taxable period. The items included in the calculation of Net Loss shall be determined in accordance with federal income tax accounting principles, subject to the specific adjustments provided for in Exhibit A.

"Offer Notice" shall have the meaning ascribed to it in Section 7.2(a).

"Percentage Interest" means, as to a Member, his, her or its interest in the Company as determined by dividing the Membership Units owned by such Member by the total number of Membership Units then issued and outstanding and as specified in Schedule A attached hereto, as such Schedule may be amended from time to time.

"Permitted Transferee" means (a) the descendants of a Member, (b) a trust for the benefit of a Member's descendants or other Members, (c) another Member or Members, (d) the personal representative of the estate of any Person described in clause (a) or (c), or (e) the Company.
“Person” means any natural person or any corporation, governmental authority, limited liability company, partnership, trust, unincorporated association or other entity.

“Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

“Substituted Member” shall have the meaning ascribed to it Section 7.6(b).

“Tax Matters Partner” shall have the meaning ascribed to it in Section 6.3(a).

“Terminating Capital Transaction” means any sale or other disposition of all or substantially all of the assets of the Company or a related series of transactions that, taken together, result in the sale or other disposition of all or substantially all of the assets of the Company.

“Transfer” shall have the meaning ascribed to it in Section 7.1.

“Transferring Holder” shall have the meaning ascribed to it in Section 7.2(a).

“Triggering Holder” shall have the meaning ascribed to it in Section 7.3.

ARTICLE II

ORGANIZATION

2.1 Formation. The parties have caused the formation of the Company pursuant to the Act by filing Articles of Organization with the New York Department of State.

2.2 Operating Agreement. This Agreement, including all of the Schedules and Exhibits hereto, shall constitute the “Operating Agreement” of the Company as such term is used in the Act.

ARTICLE III

MEMBERS

3.1 Names and Addresses. The names, addresses and Capital Contributions of the Members are as set forth in Schedule A to this Agreement.

3.2 Additional Members.

(a) A Person may be admitted as a Member after the date of this Agreement upon a vote of the Members in accordance with Section 3.7 hereof. At the time of such vote, the
Members shall also determine the Capital Contribution to be made by such Person and the number of Membership Units to be allocated to such Person upon admission as a Member.

(b) Notwithstanding the foregoing, no Person shall become a Member until such time as that Person has (i) executed and filed with the Company an adoption agreement (which has been countersigned by a duly authorized representative of the Company) whereby such Person has agreed to be bound by the terms and conditions of this Operating Agreement (the “Adoption Agreement,” in the form as substantially set forth on Exhibit C attached hereto) and (ii) made the Capital Contribution determined by the Members in accordance with Section 3.2(a).

(c) Upon the admission of an additional Member in accordance with this Section 3.2, the Board of Managers shall amend Schedule A to reflect the admission of such additional Member.

3.3 Books and Records. The Company shall keep books and records of accounts and minutes of all meetings of the Members. Such books and records shall be maintained on a cash basis in accordance with this Agreement and with generally accepted accounting principles.

3.4 Information. Each Member may inspect during ordinary business hours, and at the principal place of business of the Company, the Articles of Organization, this Agreement, the minutes of any meeting of the Members and any tax returns of the Company for the immediately preceding three Fiscal Years.

3.5 Meetings of Members. The Members shall meet at such times as meetings are called in accordance with the Operating Procedures set forth on Exhibit B. Meetings of Members and governance of the Company shall be in accordance with such Operating Procedures.

3.6 Voting Agreements. An agreement between two or more Members, if in writing and signed by the parties thereto, may provide that in exercising any voting rights, the Membership Units held by them shall be voted as therein provided, or as they may agree, or as determined in accordance with a procedure agreed upon by them.

3.7 Action by Vote of the Members. Except as otherwise provided in the Act, the Articles of Organization or this Agreement, whenever the Members are required or permitted to vote or otherwise act, the affirmative vote of Members holding not less than a [majority] of the Membership Units shall be the act of the Members.

ARTICLE IV

MANAGEMENT AND EXTRAORDINARY TRANSACTIONS

4.1 Management. The Company’s business shall be managed by the Board of Managers, who shall be elected by the Members in accordance with Section 3.7 hereof. Except
as otherwise provided in this Agreement, all management decisions shall be determined by the Board of Managers in accordance with the Operating Procedures attached hereto as Exhibit B.

4.2 Duty of Manager. Each Manager shall perform his or her duties as a Manager in good faith and with that degree of care which an ordinary prudent person in like position would use under similar circumstances. In performing his or her duties, a Manager shall be entitled to rely on information, opinions, reports and statements, including, without limitation, financial statements and other financial data, in each case prepared by any Person as to matters the Manager reasonably believes are within such Person’s professional or expert competence.

4.3 Number, Tenure and Qualifications of Manager. The Company shall have two (2) Managers. The number of Managers of the Company may be amended from time to time by vote of Members in accordance with Section 3.7 hereof. The Managers shall hold office until the next annual meeting of Members or until a successor shall have been elected and qualified.

4.4 Powers of Managers. Except as otherwise set forth in this Agreement, including without limitation Section 4.11, the Board of Managers shall have the power and authority, on behalf of the Company, to (a) purchase, lease or otherwise acquire from, or sell, lease or otherwise dispose of to, any Person any property; (b) open bank accounts and otherwise invest the funds of the Company; (c) purchase insurance on the business and assets of the Company; (d) commence lawsuits and other proceedings; (e) enter into any agreement, instrument or other writing; (f) retain accountants, attorneys or other agents and (g) take any other lawful action that the Board of Managers consider necessary, convenient or advisable in connection with any business of the Company.

4.5 No Exclusive Duty to Company. The Managers shall not be required to manage the Company as their sole and exclusive function, and they may have other business interests and may engage in other activities in addition to those relating to the Company. Neither the Company nor any Member shall have any right pursuant to this Agreement to share or participate in such other business interests or activities or to the income or proceeds derived therefrom. The Managers shall incur no liability to the Company or any Member as a result of engaging in any other business interests or activities.

4.6 Resignation. A Manager may resign as Manager at any time on notice to the Company. The resignation of a Manager shall take effect upon receipt of such notice or at any later time specified in such notice. The resignation of a Manager who is also a Member shall not affect the Manager’s rights as a Member and shall not constitute a withdrawal of a Member.

4.7 Removal. A Manager may be removed or replaced with or without cause by the vote of the Members, entitled to vote thereon, in accordance with Section 3.7 hereof. The removal of a Manager who is also a Member as a Manager shall not affect the Manager’s rights as a Member and shall not constitute a withdrawal of such Member.

4.8 Vacancies. Any vacancy occurring for any reason on the Board of Managers may be filled by the affirmative vote of the Members pursuant to Section 3.7. A Manager elected to
fill a vacancy on the Board of Managers shall be elected for the unexpired term of the Manager’s predecessor in office and shall hold office until the expiration of such term and until the Manager’s successor has been elected and qualified. A Manager chosen to fill a position resulting from an increase in the number of Managers shall hold office until the next annual meeting of Members and until a successor has been elected and qualified.

4.9 Salaries. The salaries and other compensation of the Managers shall be fixed from time to time by the vote of the Members in accordance with Section 3.7 hereof. No Manager shall be prevented from receiving such a salary or other compensation because such Manager is also a Member.

4.10 Officers.

(a) The Board of Managers may designate one or more individuals, including themselves, who may or may not be Members or Managers, as officers of the Company, who shall have such titles and exercise and perform such powers and duties as shall be assigned to them from time to time by the Board of Managers. Any officer may be removed by action of the Board of Managers at any time, with or without cause. Each officer shall hold office until his or her successor is elected and qualified. Any number of offices may be held by the same individual. The salaries and other compensation of the officers shall be fixed by the Board of Managers.

(b) In the case of the absence or illness of any officer of the Company, or for any other reason that the Board of Managers may deem sufficient, the Managers may delegate and assign, for the time being, the powers and duties of any officer to any other officer or to any Manager.

4.11 Extraordinary Transactions. Notwithstanding anything else in this Agreement, approval of the Members in accordance with Section 3.7 hereof, shall be necessary for the consummation of any of the following events:

(a) the transfer by a Member of any Membership Units;

(b) the dissolution of the Company as provided in Section 8.1(a);

(c) the dissolution of the Company within ninety (90) days following the bankruptcy, death, dissolution, incapacity or withdrawal of any Member or the occurrence of any other event that terminates the continued membership of any Member, as provided in Section 8.1(b);

(d) any Terminating Capital Transaction;

(e) the merger, consolidation or combination of the Company with any other Person;
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(f) the incurrence of indebtedness by the Company;

(g) the sale, exchange, lease, pledge, or granting of a security interest in any of the assets of the Company other than in the ordinary course of its business;

(h) the admission of an additional Member;

(i) any change in the number of the Managers of the Company;

(j) any change in the compensation of any Manager or of any Member (or their Affiliates); or

(k) the purchase of Membership Units by the Company pursuant to Section 7.2.

(l) any proposed transaction or agreement between the Company and one or more of the Managers or Members, or between the Company and any other entity in which one or more of its managers or members are a Manager or Member of the Company; provided, however, that in the case of a transaction or agreement that meets the criteria set forth in this Section 4.11(m) and involves a Member of the Company (as applicable, an “Interested Member”), then the corresponding vote of the Members to approve such transaction or agreement shall not include the vote of the Membership Units held by such Interested Member.

4.12 Amendments. This Agreement and the Articles of Organization may be amended from time to time in writing in accordance with the following:

(a) upon a vote of the Members in accordance with Section 3.7,

(b) if the amendment is an amendment of Schedule A or Schedule B hereto, whenever required by a provision of this Agreement; or

(c) if the amendment is an amendment of the Articles of Organization of a type set forth in Section 213(b) of the Act, by the Board of Managers.

ARTICLE V

CAPITAL CONTRIBUTIONS, ALLOCATIONS AND DISTRIBUTIONS

5.1 Capital Contributions. At the time of the execution of this Agreement, the Members shall make the Capital Contributions set forth in Schedule A to this Agreement. Each Member shall own Membership Units in the amounts set forth for such Member in Schedule A and shall have a Percentage Interest in the Company as set forth in Schedule A. Schedule A and/or Schedule B shall be amended from time to time by the Board of Managers to the extent necessary to accurately reflect redemptions, Capital Contributions, the issuance of additional Membership Units, the admission of additional Members, or similar events having an effect on
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any item set forth therein. The Members shall have no obligation to make any additional Capital Contributions or loans to the Company.

5.2 Loans by Members. A Member may, but is not obligated to, loan or cause to be loaned to the Company such additional sums as the Members deem appropriate and necessary for the conduct of the Company’s business; provided, however, that such loan, and the terms and conditions thereof, is approved by the vote of the Members in accordance with Section 3.7 hereof.

5.3 Allocations. For purposes of maintaining the Capital Accounts and in determining the rights of the Members among themselves, the Company’s items of income, gain, loss and deduction (computed in accordance with Exhibit A hereof) shall be allocated among the Members in each taxable year (or portion thereof) in accordance with Section 3 of Exhibit A.

5.4 Distributions. Except as otherwise provided in Article VIII, Distributions shall be made at such times and in such amounts as may be determined solely by the Board of Managers, to the Members, pro rata in accordance with their Percentage Interests.

5.5 Distributions Upon Liquidation. Proceeds from a Terminating Capital Transaction and any other cash received or reductions in reserves made after commencement of the liquidation of the Company shall be distributed to the Members in accordance with Article VIII.

5.6 Tax Distributions. Subject to any restrictions in any Company debt-financing arrangement then applicable, and subject to the Board of Managers’ sole discretion to retain any other amounts necessary to satisfy the Company’s obligations, the Company shall distribute quarterly to the Members in accordance with their Percentage Interest, to the extent cash is available to the Company, an amount sufficient to enable the Members to pay their U.S. federal income tax liabilities attributable to their respective distributive shares of Net Income of the Company (calculated for each Member net of any Net Loss of the Company previously allocated to such Member and not previously offset by allocations of Net Income), in each case assuming that each Member is taxable at the highest marginal U.S. federal and New York State income tax rate applicable to such Member. The amounts to be distributed to a Member as a tax distribution pursuant to this Section 5.6 in respect of any Fiscal Year shall be computed as if any distributions made pursuant to Section 5.4 during such Fiscal Year were a tax distribution in respect of such Fiscal Year. Any distribution made pursuant to this Section 5.6 shall be treated as an advance/additional distribution.

5.7 Guaranteed Payment. The Members hereby acknowledge and agree that for purposes of federal, state and local income taxes, excise taxes and employment taxes, and for purposes of any withholding obligations with respect to such taxes, no Member shall be treated as an employee of the Company and that any compensation for services received by a Member from, or on behalf of, the Company shall be treated as a guaranteed payment within the meaning of Section 707(c) of the Code. The Company shall have no obligation to withhold any amount from compensation paid to a Member. Each Member shall be solely responsible for payment of
all federal, state and local taxes due on any compensation received from the Company. Each Member shall indemnify and hold the Company harmless from and against any costs, damages, liabilities, interest, fines or penalties relating to such taxes or withholdings.

ARTICLE VI

TAXES

6.1 Preparation of Tax Returns. The Managers shall arrange for the preparation and timely filing of all returns of Company income, gains, deductions, losses and other items required of the Company for federal and state income tax purposes and shall use all reasonable efforts to furnish, within ninety (90) days of the close of each taxable year, the tax information reasonably required by Members for federal and state income tax reporting purposes.

6.2 Tax Elections. Except as otherwise provided herein, the Tax Matters Partner (as defined below) shall, in his sole and absolute discretion, determine whether to make any available election pursuant to the Code. The Tax Matters Partner shall have the right to seek to revoke any such election (including, without limitation, the election under Section 754 of the Code) upon the Tax Matters Partner’s determination in his sole and absolute discretion that such revocation is in the best interests of the Members.

6.3 Tax Matters Partner.

(a) Dr. Ephraim Atwal shall be the “Tax Matters Partner” of the Company for federal income tax purposes. Pursuant to Section 6230(c) of the Code, upon receipt of notice from the IRS of the beginning of an administrative proceeding with respect to the Company, the Tax Matters Partner shall furnish the IRS with the name, address, taxpayer identification number, and profits interest of each of the Members; provided, however, that such information is provided to the Company by the Members.

(b) The Tax Matters Partner is authorized, but not required:

(i) to enter into any settlement with the IRS with respect to any administrative or judicial proceedings for the adjustment of Company items required to be taken into account by a Member for income tax purposes (such administrative proceedings being referred to as a “tax audit” and such judicial proceedings being referred to as “judicial review”), and in the settlement agreement the Tax Matters Partner may expressly state that such agreement shall bind all Members, except that such settlement agreement shall not bind any Member (A) who (within the time prescribed pursuant to the Code and Regulations) files a statement with the IRS providing that the Tax Matters Partner shall not have the authority to enter into a settlement agreement on behalf of such Member or (B) who is a “notice partner” (as defined in Section 6231(a)(8) of the Code) or a member of a “notice group” (as defined in Section 6223(b)(2) of the Code);
(ii) in the event that a notice of a final administrative adjustment at the Company level of any item required to be taken into account by a Member for tax purposes (a "final adjustment") is mailed to the Tax Matters Partner, to seek judicial review of such final adjustment, including the filing of a petition for readjustment with the Tax Court or the filing of a complaint for refund with the United States Claims Court or the District Court of the United States for the district in which the Company’s principal place of business is located;

(iii) to intervene in any action brought by any other Member for judicial review of a final adjustment;

(iv) to file a request for an administrative adjustment with the IRS and, if any part of such request is not allowed by the IRS, to file an appropriate pleading (petition or complaint) for judicial review with respect to such request;

(v) to enter into an agreement with the IRS to extend the period for assessing any tax which is attributable to any item required to be taken account by a Member for tax purposes, or an item affected by such item; and

(vi) to take any other action on behalf of the Members or the Company in connection with any tax audit or judicial review proceeding to the extent permitted by applicable law or regulations.

The taking of any action and the incurring of any expense by the Tax Matters Partner in connection with any such proceeding, except to the extent required by law, is a matter in the sole and absolute discretion of the Tax Matters Partner and the provisions relating to indemnification of the Managers set forth in Section 9.2 of this Agreement shall be fully applicable to the Tax Matters Partner in his capacity as such.

(c) The Tax Matters Partner shall receive no compensation for his services as such. All third party costs and expenses incurred by the Tax Matters Partner in performing his duties as such (including legal and accounting fees and expenses) shall be borne by the Company. Nothing herein shall be construed to restrict the Company from engaging an accounting firm to assist the Tax Matters Partner in discharging his duties hereunder.

6.4 Organizational Expenses. The Company shall elect to amortize organizational expenses, if any, incurred by it in organizing the Company and deduct such expenses ratably over the minimum period provided in Section 709 of the Code and the Regulations thereunder.

6.5 Withholding. Each Member hereby authorizes the Company to withhold from or pay on behalf of or with respect to such Member any amount of federal, state, local, or foreign taxes that the Company is required to withhold or pay with respect to any amount distributable or allocable to such Member pursuant to this Agreement, including, without limitation, any taxes required to be withheld or paid by the Company pursuant to Sections 1441, 1442, 1445, or 1446 of the Code. Any amount paid on behalf of or with respect to a Member shall constitute a loan
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by the Company to such Member, which loan shall be repaid by such Member within fifteen (15) days after notice from the Company that such payment must be made.

ARTICLE VII

TRANSFERs OF MEMBERSHIP UNITS

7.1 Transfers in General. The sale, transfer, assignment, pledge or other disposition of any interest in any Membership Unit (whether with or without consideration and whether voluntarily or involuntarily or by operation of law), directly or indirectly, to another Person is referred to herein as a "Transfer" and to take such action is referred to herein as to "Transfer." No Member shall Transfer any Membership Units (or any interest in any Membership Units), unless such Transfer is made (a) to a Permitted Transferee or (b) in compliance with the provisions of Section 7.1 and Section 7.2. In no event, shall any Transfer of Membership Units (other than to a Permitted Transferee or in a sale of the entire Company) pursuant to this Article VII be made by any Member for any consideration other than cash payable upon consummation of such Transfer or in installments over time.

7.2 Right of First Refusal.

(a) Notice of Proposed Transfer. Subject to the terms and conditions set forth in this Article VII, at least forty-five (45) days prior to the proposed Transfer of any Membership Units held by any Member, the transferring Member (the "Transferring Holder") shall deliver a written notice (the "Offer Notice") to the Company and each of the Members. The Offer Notice shall disclose in reasonable detail the identity of the prospective transferee(s), the number of Membership Units contemplated to be transferred (the "Available Units"), the cash price for the Membership Units and the other terms and conditions of the proposed Transfer. The Transferring Holder shall not consummate such proposed Transfer until at least [forty-five (45)] days after the delivery of the Offer Notice, unless the parties to the Transfer have been finally determined pursuant to this Section 7.2 prior to the expiration of such 45-day period (the date of the first to occur of (x) the expiration of such 45-day period after delivery of the Offer Notice or (y) such final determination is referred to herein as the "Authorization Date").

(b) Exercise of Right of First Refusal. The Company shall have ten (10) days from receipt of the Offer Notice to accept the Available Units offered in the Offer Notice in full or in part. To the extent that the Company has not agreed to purchase all of the Available Units, the Company shall notify each Member that such Member is entitled to purchase a portion of the remaining Available Units by delivering written notice (the "Available Unit Purchase Notice") to the Members and the Transferring Holder within fifteen (15) days following delivery of the Offer Notice setting forth the maximum number of the remaining Available Units which such Members may purchase. The Members shall have thirty (30) days after delivery of the Available Unit Purchase Notice to elect, in writing, to purchase remaining Available Units. Remaining Available Units shall first be allocated to each such Member in an amount equal to the lesser of (A) the maximum amount specified by each such Member in such Members Available Unit Purchase Notice response and (B) such Member’s pro rata share of all Membership Units held by
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all such Members. If all of the remaining Available Units offered to such Members are not fully subscribed by such Members, the un-subscribed Available Units shall be allocated to the Members purchasing their pro rata share and indicating in their response to the Available Unit Purchase Notice a desire to acquire any Available Units that are available because of under-subscription and if such Members collectively indicate an interest in acquiring additional Available Units in an amount in excess of the aggregate amount of Available Units remaining, such remaining Available Units will be allocated among such Members pro rata in accordance with their respective holdings of Membership Units.

(c) Closing of Transfer to Company and/or Members. If the Company and the Members have elected to purchase all of the remaining Available Units hereunder, the Transfer of such Available Units to the Company and the accepting Members shall be consummated as soon as practical after the delivery of the election notice(s) to the Transferring Holder, but in any event within fifteen (15) days after the Authorization Date.

(d) Transferring Holder’s Right to Transfer. If the Company and the Members do not elect, in the aggregate, to purchase all of the Available Units offered in the Offered Notice from the Transferring Holder, the Transferring Holder shall have the right, within the ninety (90) days following the Authorization Date, to Transfer all of such Available Units to the transferee(s) specified in the Offer Notice in the amounts specified in the Offer Notice at a price not less than the price per unit specified in the Offer Notice and on other terms no more favorable to the transferee(s) thereof than specified in the Offer Notice.

(e) Re-offer. Any Available Units not so Transferred within such 90-day period shall be reoffered to the Company and the Members pursuant to this Section 7.2 prior to any subsequent Transfer.

(f) Non-applicability. The provisions of this Section 7.2 shall not apply to a Transfer made to a Permitted Transferee or a Transfer where the consideration is not entirely cash.

7.3 Effect of Assignment.

(a) Termination of Rights. Any Member who shall assign any Membership Units or other interest in the Company shall cease to be a Member with respect to such Membership Units or other interest and shall no longer have any rights or privileges of a Member with respect to such Membership Units or other interest. A Transfer shall not otherwise eliminate the Member’s entitlement to any rights associated with the Member’s remaining interest and shall not cause the Member to be released from any liability to the Company or any other Person solely as a result of the Transfer.

(b) Deemed Agreement. Any Person who acquires in any manner whatsoever any Membership Units or other interest in the Company, irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof and any agreement pursuant to which the
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Membership Units were acquired, as applicable, to have agreed to be subject to and bound by all of the terms and conditions of this Agreement that any predecessor in such Membership Units or other interest in the Company of such Person was subject to or by which such predecessor was bound.

(c) Assignee’s Rights. A Transfer of Membership Units permitted hereunder shall be effective as of the date of assignment and compliance with the conditions to such Transfer and such Transfer shall be shown on the books and records of the Company. Unless and until an assignee becomes a Substituted Member pursuant to Section 7.6, the Assignee shall not be entitled to any of the rights or privileges granted to a Member hereunder or under applicable law, other than the rights and privileges specifically granted to Assignees pursuant to this Agreement.

7.4 Additional Restrictions on Transfer.

(a) Restrictions. Membership Units are transferable only pursuant to (i) public offerings registered under the Securities Act, (ii) Rule 144 or Rule 144A of the Securities and Exchange Commission (or any similar rules then in force) if such rule is available, (iii) an exemption under applicable securities law, and (iv) other legally available means of transfer permitted by this Agreement.

(b) Execution of Counterpart. Each transferee of Membership Units or other interests in the Company shall, as a condition prior to such Transfer, execute and deliver to the Company an Adoption Agreement in the form of Exhibit C pursuant to which such Transferee shall agree to be bound by the provisions of this Agreement.

(c) Notice. In connection with the Transfer of any Membership Units, the holder of such Membership Units will deliver written notice to the Company describing in reasonable detail the Transfer or proposed Transfer.

(d) Legal Opinion. No Transfer of Membership Units or any other interest in the Company may be made unless in the opinion of counsel, satisfactory in form and substance to the Board of Managers (which opinion may be waived by the Board of Managers), such Transfer would not violate any federal securities laws or any state or provincial securities or “blue sky” laws (including any investor suitability standards) applicable to the Company or the interest to be Transferred, or cause the Company to be required to register as an “Investment Company” under the U.S. Investment Company Act of 1940, as amended. Such opinion of counsel shall be delivered in writing to the Company prior to the date of the Transfer.

7.5 Assignees; Substituted Members.

(a) Unless the assignee of any Membership Unit is admitted as a Substituted Member as provided in Section 7.6(b) (or is the Company or another Member), (i) the assignee
shall only have only the rights of the transferring Member in the Company income, gain, loss, deductions and distributions rights, (ii) the assignee shall have no right to vote on Company matters, inspect Company books and records or otherwise participate in Company affairs, and (iii) the interest of the assignee shall be disregarded for purposes of determining whether Members owning the required Membership Units have voted on any matter requiring a vote of the Members.

(b) An assignee of the whole or any portion of the transferring Member’s Membership Units, validly assigned pursuant to this Article VII, may become a “Substituted Member” in the place of the transferring Member, to the extent of the Membership Units validly transferred, if all of the following conditions are satisfied:

(i) A fully executed and acknowledged written instrument of assignment has been filed with the Company which sets forth the intention of the transferring Member that the assignee become a Substituted Member in its place, to the extent of the Membership Units assigned;

(ii) The assignee executes and acknowledges an Adoption Agreement and such other instruments, in form and substance reasonably satisfactory to the Board of Managers, as are reasonably necessary or desirable to effectuate the admission and to confirm the agreement of the assignee to be bound by all the terms and provisions of this Agreement with respect to the Membership Units acquired; and

(iii) The Board of Managers approves the admission of the assignee as a Substituted Member, provided, that no such approval shall be required to admit any assignee or transferee of any Person that acquired Membership Units pursuant to a transfer permitted by Article VII.

(c) Notwithstanding anything to the contrary in this Agreement, both the Company and the Board of Managers will be entitled to treat the transferring Member as its absolute owner in all respects, and will incur no liability for Distributions made in good faith to that Member, until a written assignment that conforms to the requirements of this Article VII has been received by the Company and accepted by the Board of Managers.

7.6 Amendment of Schedule. As soon as reasonably practicable following a transaction described in this Article VII, the Board of Managers will, without the need for the consent of the Members, amend Schedule A to reflect the names of the Members, the number of Membership Units held and the Percentage Interests of the Members immediately after the transaction. Such revised Schedule A shall replace in its entirety the Schedule A in effect immediately prior to the transaction. Upon the request of a Member, the Board of Managers will distribute the then-current Schedule A to the requesting Member.

7.7 Involuntary Transfer.
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(a) Any Person who becomes the holder or possessor of any Membership Unit of the Company by virtue of any judicial process, attachment, bankruptcy, receivership, execution, or judicial sale, including, without limitation, any person to whom such Membership Unit shall have been transferred pursuant to a court order in a matrimonial action (regardless of whether such Membership Unit be deemed a voluntary or involuntary transfer), shall immediately offer all of such Membership Units to the Company whenever requested by the Company, at a purchase price equal to the then book value per Membership Unit as shown on the financial statements of the Company multiplied by the total number of Membership Units held by such Person.

(b) Any sale under this Section 7.8 shall be closed at the office of the Company at 10:00 a.m. on the thirtieth (30th) day following the date of the Company’s request described above in Section 7.8(a), or at such other time and place as shall be mutually agreeable to the parties to such closing. At such closing, the purchase price shall be paid in full in cash or by certified check.

7.8 Section 7704 Safe Harbor. In order to permit the Company to qualify for the benefit of a “safe harbor” under Section 7704 of the Code, notwithstanding anything to the contrary in this Agreement, no Transfer of any Membership Unit or economic interest shall be permitted or recognized by the Company or the Board of Managers (within the meaning of Regulations Section 1.7704-1(d)) if and to the extent that such Transfer would cause the Company to have more than 100 partners (within the meaning of Regulations Section 1.7704-1(h), including the look-through rule in Regulations Section 1.7704-1(h)(3)).

7.9 Legend.

In the event that certificated Membership Units are issued, such certificated Membership Units will bear the following legend:

"THE UNITS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR APPLICABLE STATE SECURITIES LAWS ("STATE ACTS") AND MAY NOT BE SOLD, ASSIGNED, PLEDGED, TRANSFERRED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR STATE ACTS OR AN EXEMPTION FROM REGISTRATION THEREUNDER. THE TRANSFER OF THE UNITS REPRESENTED BY THIS CERTIFICATE IS SUBJECT TO THE CONDITIONS SPECIFIED IN AN OPERATING AGREEMENT AS AMENDED AND MODIFIED FROM TIME TO TIME, GOVERNING THE ISSUER (THE "COMPANY"), BY AND AMONG ITS MEMBERS (THE "LLC AGREEMENT"), A COPY OF WHICH SHALL BE FURNISHED UPON REQUEST."
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To the extent applicable, certificated Membership Units may also bear a legend in substantially the following form:

"THE UNITS REPRESENTED BY THIS CERTIFICATE MAY ALSO BE SUBJECT TO CERTAIN RESTRICTIONS SET FORTH IN THE LLC AGREEMENT AND/OR A SEPARATE AGREEMENT WITH THE INITIAL HOLDER, A COPY OF WHICH SHALL BE FURNISHED BY THE COMPANY UPON WRITTEN REQUEST AND WITHOUT CHARGE."

If a Member holding certificated Membership Units delivers to the Company an opinion of counsel, satisfactory in form and substance to the Board of Managers (which opinion may be waived by the Board of Managers), that no subsequent Transfer of such Membership Units will require registration under the Securities Act, the Company will promptly upon such contemplated Transfer deliver new certificated Membership Units which do not bear the portion of the restrictive legend relating to the Securities Act set forth in this Section 7.10.

7.10 Transfer Fees and Expenses. The transferor and transferee of any Membership Units or other interest in the Company shall be jointly and severally obligated to reimburse the Company for all reasonable expenses (including attorneys’ fees and expenses) of any Transfer or proposed Transfer, whether or not consummated.

7.11 Void Assignment. Any Transfer by any holder in contravention of this Agreement or which would cause the Company to not be treated as a partnership for U.S. federal income tax purposes shall be void and ineffectual and shall not bind or be recognized by the Company or any other party. In the event of any Transfer in contravention of this Agreement, the purported transferee shall have no right to any profits, losses or Distributions of the Company or any other rights of a holder.

ARTICLE VIII
DISSOLUTION

8.1 Dissolution.

(a) The Company shall be dissolved and its affairs shall be wound up upon the affirmative vote of the Members in accordance with Section 3.7.

(b) In the event of the bankruptcy, death, dissolution or incapacity or of any Member or the occurrence of any other event that terminates the continued membership of any Member, the remaining Members shall have the right to continue the Company and the Company shall continue, unless within ninety (90) days after such event, the remaining Members vote in accordance with Section 3.7 to dissolve the Company.

8.2 Winding Up and Liquidation.
Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

(a) Upon the occurrence of an event set forth in Section 8.1(a) (a "Liquidating Event"), the Company shall continue solely for the purposes of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors and Members. No Member shall take any action that is inconsistent with, or not necessary to, or appropriate for, the winding up of the Company’s business and affairs. The Managers or, in the event there are no remaining Managers, any Person elected by a majority in interest of the Members (the Managers or such other Person being referred to herein as the “Liquidator”), shall be responsible for overseeing the winding up and dissolution of the Company and shall take full account of the Company’s liabilities and property and the Company property shall be liquidated as promptly as is consistent with obtaining the fair value thereof, and the proceeds therefrom shall be applied and distributed in the following order:

(i) First, to the payment and discharge of all of the Company’s debts and liabilities to its creditors, including Members who are creditors;

(ii) Second, to Members and former Members in satisfaction of liabilities for distributions under Section 507 or 509 of the Act; and

(iii) The balance, if any, to the Members in accordance with their Percentage Interests.

(b) Notwithstanding the provisions of Section 8.2(a) hereof which require liquidation of the assets of the Company, but subject to the order of priorities set forth therein, if prior to or upon dissolution of the Company, the Liquidator determines that an immediate sale of part or all of the Company’s assets would be impractical or would cause undue loss to the Members, the Liquidator may, in its sole and absolute discretion, defer for a reasonable time the liquidation of any assets except those necessary to satisfy liabilities of the Company (including those to Members as creditors) and/or distribute to the Members, in lieu of cash, as tenants in common and in accordance with the provisions of Section 8.2(a) hereof, undivided interests in such Company assets as the Liquidator deems not suitable for liquidation. Any such distributions in kind shall be made only if, in the good faith judgment of the Liquidator, such distributions in kind are in the best interest of the Members, and shall be subject to such conditions relating to the disposition and management of such properties as the Liquidator deems reasonable and equitable and to any agreements governing the operation of such properties at such time. The Liquidator shall determine the fair market value of any property distributed in kind using such reasonable method of valuation as it may adopt.

(c) In the discretion of the Liquidator, a pro-rata portion of the distributions that would otherwise be made to the Members pursuant to this Article VIII may be:

(i) distributed to a trust established for the benefit of the Members for the purposes of liquidating Company assets, collecting amounts owed to the Company, and paying any contingent or unforeseen liabilities or obligations of the Company or the Members arising out of or in connection with the Company. The assets of any such trust shall be distributed to the Members from time to time, in the reasonable discretion of the Liquidator, in
the same proportions as the amount distributed to such trust by the Company would otherwise have been distributed to the Members pursuant to this Agreement; or

(ii) withheld or escrowed to provide a reasonable reserve for Company liabilities (contingent or otherwise) and to reflect the unrealized portion of any installment obligations owed to the Company, provided, that such withheld or escrowed amounts shall be distributed to the Members in the manner and order of priority set forth in Section 8.2(a) as soon as practicable.

8.3 Articles of Dissolution. Within ninety (90) days following the dissolution and the commencement of winding up of the Company, or at any other time there are no Members, articles of dissolution shall be filed with the New York Department of State pursuant to the Act.

8.4 Compliance with Timing Requirements of Regulations. In the event the Company is “liquidated” within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g), distributions shall be made pursuant to this Article VIII to the Members who have positive Capital Accounts in compliance with Regulations Section 1.704-1(b)(2)(ii)(b)(2). If any Member has a deficit balance in his Capital Account (after giving effect to all contributions, Distributions and allocations for all taxable years, including the year during which such liquidation occurs), such Member shall have no obligation to make any contribution to the capital of the Company with respect to such deficit, and such deficit shall not be considered a debt owed to the Company or to any other Person for any purpose whatsoever.

8.5 Deemed Distribution and Recontributions. Notwithstanding any other provision of this Article VIII, in the event the Company is considered liquidated within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g), but no Liquidating Event has occurred, the Company’s property shall not be liquidated, the Company’s liabilities shall not be paid or discharged, and the Company’s affairs shall not be wound up. Instead, for federal income tax purposes and for purposes of maintaining Capital Accounts pursuant to Exhibit A hereto, the Company shall be deemed to have distributed the property in kind to the Members, who shall be deemed to have assumed and taken such property subject to all Company liabilities, all in accordance with their respective Capital Accounts. Immediately thereafter, the Members shall be deemed to have recontributed the Company property in kind to the Company, which shall be deemed to have assumed and taken such property subject to all such liabilities.

8.6 Rights of Members. Except as otherwise provided in this Agreement, each Member shall look solely to the assets of the Company for the return of its Capital Account and shall have no right or power to demand or receive property other than such from the Company. Except as otherwise provided in this Agreement, no Member shall have priority over any other Member as to the return of their Capital Account, Distributions, or allocations.

ARTICLE IX

INDEMNIFICATION
9.1 **Limitation of Liability.** Except as otherwise required by the Act, no Manager or officer, if any, shall be liable to the Company or any other Member for any loss or damage sustained by the Company or any Member unless such Manager or officer has failed to comply with Section 4.2 or 4.10, as the case may be, with respect to the actions or occurrences giving rise to such loss or damage.

9.2 **Indemnification.** To the maximum extent permitted under the Act, the Company shall indemnify and hold harmless each Manager and officer, if any, from and against all claims and demands unless such Manager and officer, if any, has acted (a) in bad faith, (b) with deliberate dishonesty or (c) for personal financial profit or other advantage to which he or she is not legally entitled, with respect to the actions or occurrences giving rise to such claims and demands.

9.3 **Reimbursement.** The Company shall promptly reimburse (and/or advance to the extent reasonably required) each Manager and officer, if any, for reasonable legal or other expenses (as incurred) of such Manager or officer, in connection with investigating, preparing to defend or defending any claim, lawsuit or other proceeding relating to any claim or demand for which such person may be indemnified pursuant to Section 9.2, provided, that if it is finally judicially determined that such person is not entitled to the indemnification provided by Section 9.2, then such person shall promptly reimburse the Company for any reimbursed or advanced expense.

**ARTICLE X**

**GENERAL PROVISIONS**

10.1 **Notices.** Except as otherwise provided in this Agreement or required by law, any notice, demand or other communication required or permitted to be given pursuant to this Agreement shall have been sufficiently given for all purposes if (a) delivered personally to the Person or to an executive officer of the Person to whom such notice, demand or other communication is directed or (b) sent by first-class mail, postage prepaid, addressed to the Person at his, her or its address set forth in this Agreement. Except as otherwise provided in this Agreement, any such notice shall be deemed to be given three business days after it was mailed.

10.2 **Entire Agreement/Amendments.** This Agreement and the Articles of Organization contain the entire agreement among the Members with respect to the subject matter hereof. No amendment of this Agreement or the Articles of Organization shall be effective unless made in accordance with Section 4.12 hereof.

10.3 **Waiver.** No failure of a Member to exercise, and no delay by a Member in exercising, any right or remedy under this Agreement shall constitute a waiver of such right or remedy. No waiver by a Member of any such right or remedy under this Agreement shall be effective unless made in a writing duly executed by all Members and specifically referring to each such right or remedy being waived.
10.4 Severability. If any of the terms of this Agreement are declared to be illegal or unenforceable by any court or tribunal of competent jurisdiction, such term or terms shall be null and void and shall be deemed deleted from this Agreement with respect to the jurisdiction of that court or tribunal; provided, however, that all the remaining terms hereof shall remain in full force and effect.

10.5 Binding Effect and Benefit. This Agreement shall be binding upon and inure to the benefit of all Members, and each of the permitted successors and assignees of the Members. No party may assign rights or delegate obligations hereunder except pursuant to the provisions hereof. Nothing in this Agreement is intended to benefit any person not a party hereto.

10.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

10.7 Governing Law. This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of New York, without regard to principles of conflict of laws.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

COMPANY:

FAR(M)ED NEW YORK, LLC

By: ____________________________
Name: Ephraim Atwal, MD
Title: President

MEMBERS:

Dr. Ephraim Atwal

Dr. Amar Atwal
## Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

### SCHEDULE A

<table>
<thead>
<tr>
<th>Name and Address of Member</th>
<th>Capital Contribution</th>
<th>Number of Membership</th>
<th>Percentage Interest</th>
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<tr>
<td>Dr. Ephraim Atwal</td>
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<tr>
<td>c/o Far(m)ed New York, LLC</td>
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<tr>
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<tr>
<td>Dr. Amar Atwal</td>
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<tr>
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Redacted pursuant to N.Y. Public Officers Law, Art. 6
SCHEDULE B

VALUE OF CONTRIBUTED PROPERTY

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<th>Asset Value of Contributed Property</th>
<th>Adjusted Basis of Contributed Property</th>
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</tr>
</tbody>
</table>
STATE OF NEW YORK

DEPARTMENT OF STATE

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

WITNESS my hand and official seal of the Department of State, at the City of Albany, on April 17, 2015.

Anthony Giardina
Executive Deputy Secretary of State

Rev. 06/13
ARTICLES OF ORGANIZATION
OF
FAR(M)ED NEW YORK, LLC

Under Section 203 of the Limited Liability Company Law

FIRST: The name of the limited liability company is Far(m)ed New York, LLC (the “Company”).

SECOND: The nature of the business or purposes to be conducted or promoted is the acquiring, possessing, manufacturing, selling, delivering, transporting, distributing and/or dispensing marihuana for certified medical use. The Company 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 the State of New York in which the principal office of the Company will be located is Erie County.

FOURTH: The duration of the Company shall be perpetual.

FIFTH: The Secretary of State is designated as the agent of the Company upon whom process against it may be served. The post office address within this state to which the Secretary of State shall mail a copy of any process served upon it is:

Far(m)ed New York, LLC
3095 Harlem Road
Cheektowaga, NY 14225

SIXTH: The Articles of Organization shall be effective upon filing with the Department of State.

SEVENTH: The Company is to be managed by one or more managers.

EIGHTH: The Company shall have one or more classes of members having such relative rights, powers, preferences and limitations as provided in the Operating Agreement. The Company may, from time to time, establish in the manner provided for in the Operating Agreement, such additional classes of members having such relative rights, powers, preferences and limitations as provided in the Operating Agreement.
Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

NINTH: The Company shall have the power to indemnify, to the fullest extent permitted by the Limited Liability Company Law of the State of New York, as amended from time to time, all persons whom it is permitted to indemnify.

[the remainder of this page is intentionally left blank]
IN WITNESS WHEREOF, the undersigned has executed this certificate as of April 17, 2015.

[Signature]

Dr. Ephraim Atwal
Sole Organizer
ARTICLES OF ORGANIZATION

OF

FAR(M)ED NEW YORK, LLC

Under and Pursuant to Section 203 of the Limited Liability Company Law
of the State of New York

Phillips Lytle LLP
One Canalside
125 Main Street
Buffalo, NY 14203

Customer Reference # FARME48178
ORGANIZATIONAL CHART FOR FAR(M)ED NEW YORK, LLC
Far(m)ed Organizational Chart Showing Affiliates and Common Ownership

Dr. Amar Atwal

Lawta Associates, Inc.
Lawta Properties, LLC
3095 Harlem Road, Inc.
Atwal Farms, Inc.
Vision Equipment Associates, Inc.

Far(m)ed New York, LLC
Atwal Eye Care

Lawta Farms LLC
Wilson Farm Properties, LLC

Buffalo Ambulatory Services, Inc.
Forbidden Fruit Farms, LLC

Dr. Ephraim Atwal

A & M of Western New York
Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

3095 HARLEM ROAD, INC.
Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

BY - LAWS

OF

3095 HARLEM ROAD, INC.

(a New York corporation)

ARTICLE I

SHAREHOLDERS

1. CERTIFICATES REPRESENTING SHARES. Certificates representing shares shall set forth thereon the statements prescribed by Section 508, and, where applicable, by Sections 505, 616, 620, 709, and 1002, of the Business Corporation Law and by any other applicable provision of law and shall be signed by the Chairman or a Vice-Chairman of the Board of Directors, if any, or by the President or a Vice-President and by the Secretary or an Assistant Secretary or the Treasurer or an Assistant Treasurer and may be sealed with the corporate seal or a facsimile thereof. The signatures of the officers upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent or registered by a registrar other than the corporation itself or its employee, or if the shares are listed on a registered national security exchange. 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 such certificate is issued, it may be issued by the corporation with the same effect as if he were such officer at the date of its issue.

A certificate representing shares shall not be issued until the full amount of consideration therefor has been paid except as Section 504 of the Business Corporation Law may otherwise permit.

The corporation may issue a new certificate for shares in place of any certificate theretofore issued by it, alleged to have been lost or destroyed, and the Board of Directors may require the owner of any lost or destroyed certificate, or his legal representative, to give the corporation a bond sufficient to indemnify the corporation against any claim that may be made against it on account of the alleged loss or destruction of any such certificate or the issuance of any such new certificate.

2. FRACTIONAL SHARE INTERESTS. The corporation may issue certificates for fractions of a share where necessary to effect transactions authorized by the Business
Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

Corporation Law which shall entitle the holder, in proportion to his fractional holdings, to exercise voting rights, receive dividends, and participate in liquidating distributions; or it may pay in cash the fair value of fractions of a share as of the time when those entitled to receive such fractions are determined; or it may issue scrip 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 scrip shall not entitle the holder to any rights of a shareholder except as therein provided.

3. **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 attorney thereunto authorized by power of attorney duly executed and filed with the Secretary of the corporation or with a transfer agent or a registrar, if any, and on surrender of the certificate or certificates for such shares properly endorsed and the payment of all taxes due thereon.

4. **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 to or dissent from any proposal without a meeting, or for the purpose of determining shareholders entitled to receive payment of any dividend or the allotment of any rights, or for the purpose of any other action, the directors may fix, in advance, a date as the record date for any such determination of shareholders. Such date shall not be more than fifty days nor less than ten days before the date of such meeting, nor more than fifty days prior to any other action. If no record date is fixed, the record date for the determination of shareholders entitled to notice of or to vote at a meeting of shareholders shall be at the close of the business on the day next preceding the day on which notice is given, or, if no notice is given, the day on which the meeting is held; the record date for determining shareholders for any purpose other than that specified in the preceding clause shall be at the close of business on the day on which the resolution of the directors relating thereto is adopted. 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 paragraph, such determination shall apply to any adjournment thereof, unless directors fix a new record date under this paragraph for the adjourned meeting.

5. **MEANING OF CERTAIN TERMS.** As used herein in respect of the right to notice of a meeting of shareholders or a waiver thereof or to participate or vote thereat or to consent or dissent in writing in lieu of a meeting, as the case may be, the term "share" or "shares" or "shareholder" or "shareholders" refers to an outstanding share or shares and to a holder or holders of record of outstanding shares when the corporation is authorized to issue only one class of shares, and said reference is also intended to include any outstanding share or shares and any holder or holders of record of outstanding shares of any class upon which or upon whom the Certificate of Incorporation confers such rights where there are two or more classes or series of shares or upon which or upon whom the Business Corporation Law confers
such rights notwithstanding that the Certificate of Incorporation may provide for more than one class or series of shares, one or more of which are limited or denied such rights thereunder.

6. **SHAREHOLDER MEETINGS.**

   - **TIME.** The annual meeting shall be held on the date fixed, from time to time, by the directors, provided, that the first annual meeting shall be held on a date within thirteen months after the formation of the corporation, and each successive annual meeting shall be held on a date within thirteen months after the date of the preceding annual meeting. A special meeting shall be held on the date fixed by the directors except when the Business Corporation Law confers the right to fix the date upon shareholders.

   - **PLACE.** Annual meetings and special meetings shall be held at such place, within or without the State of New York, as the directors may, from time to time, fix. Whenever the directors shall fail to fix such place, or, whenever shareholders entitled to call a special meeting shall call the same, the meeting shall be held at the office of the corporation in the State of New York.

   - **CALL.** Annual meetings may be called by the directors or by any officer instructed by the directors to call the meeting. Special meetings may be called in like manner except when the directors are required by the Business Corporation Law to call a meeting, or except when the shareholders are entitled by said Law to demand the call of a meeting.

   - **NOTICE OR ACTUAL OR CONSTRUCTIVE WAIVER OF NOTICE.** Written notice of all meetings shall be given, stating the place, date, and hour of the meeting, and, unless it is an annual meeting, indicating that it is being issued by or at the direction of the person or persons calling the meeting. The notice of an annual meeting shall state that the meeting is called for the election of directors and for the transaction of other business which may properly come before the meeting, and shall (if any other action which could be taken at a special meeting is to be taken at such annual meeting) state the purpose or purposes. The notice of a special meeting shall in all instances state the purpose or purposes for which the meeting is called; and, at any such meeting, only such business may be transacted which is related to the purpose or purposes set forth in the notice. If the directors shall adopt, amend, or repeal a By-law regulating an impending election of directors, the notice of the next meeting for election of directors shall contain the statements prescribed by Section 601(b) of the Business Corporation Law. If any action is proposed to be taken which would, if taken, entitle shareholders to receive payment for their shares, the notice shall include a statement of that purpose and to that effect and shall be accompanied by a copy of Section 623 of the Business Corporation Law or an outline of its material terms. A copy of the notice of any meeting shall be given, personally or by first class mail, not less than ten days nor more than fifty days before the date of the meeting, unless the lapse of the prescribed period of time shall have been waived, to each shareholder at his record address or at such other address which he may have furnished by request in writing to the Secretary of the corporation. In lieu of giving a copy of such notice personally
or by first class mail as aforesaid, a copy of such notice may be given by third class mail not fewer than twenty-four nor more than fifty days before the date of the meeting. Notice by mail shall be deemed to be given when deposited, with postage thereon prepaid, in a post office or official depository under the exclusive care and custody of the United States post office department. If a meeting is adjourned to another time or place, and, if any announcement of the adjourned time or place is made at the meeting, it shall not be necessary to give notice of the adjourned meeting unless the directors, after adjournment, fix a new record date for the adjourned meeting. Notice of a meeting need not be given to any shareholder who submits a signed waiver of notice before or after the meeting. The attendance of a shareholder at a meeting without protesting prior to the conclusion of the meeting the lack of notice of such meeting shall constitute a waiver of notice by him.

- SHAREHOLDER LIST AND CHALLENGE. A list of shareholders as of the record date, certified by the Secretary or other officer responsible for its preparation or by the transfer agent, if any, shall be produced at any meeting of shareholders upon the request thereat or prior thereto of any shareholder. If the right to vote at any meeting is challenged, the inspectors of election, if any, or the person presiding thereat, shall require such list of shareholders to be produced as evidence of the right of the persons challenged to vote at such meeting, and all persons who appear from such list to be shareholders entitled to vote thereat may vote at such meeting.

- CONDUCT OF MEETING. Meetings of the shareholders shall be presided over by one of the following officers in the order of seniority and if present and acting - the Chairman of the Board, if any, the Vice-Chairman of the Board, if any, the President, a Vice-President, or, if none of the foregoing is in office and present and acting, by a chairman to be chosen by the shareholders. 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 an Assistant Secretary is present the chairman of the meeting shall appoint a secretary of the meeting.

- PROXY REPRESENTATION. Every shareholder may authorize another person or persons to act for him by proxy in all matters in which a shareholder is entitled to participate, whether by waiving notice of any meeting, voting or participating at a meeting, or expressing consent or dissent without a meeting. Every proxy must be signed by the shareholder or his attorney-in-fact. No proxy shall be valid after the expiration of eleven months from the date thereof unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the shareholder executing it, except as otherwise provided by the Business Corporation Law.

- INSPECTORS - APPOINTMENT. The directors, in advance of any meeting, may, but need not, appoint one or more inspectors to act at the meeting or any adjournment thereof. If an inspector or inspectors are not appointed, the person presiding at the meeting may, but need not, appoint one or more inspectors. In case any person who may be appointed
as an inspector fails to appear or act, the vacancy may be filled by appointment made by the directors in advance of the meeting or at the meeting by the person presiding thereat. Each inspector, if any, before entering upon the discharge of his duties, 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. The inspectors, if any, shall determine the number of shares outstanding and the voting power of each, the shares represented at the meeting, the existence of a quorum, the validity and effect of proxies, and shall receive votes, ballots, or consents, hear and determine all challenges and questions arising in connection with the right to vote, count and tabulate all votes, ballots, or consents, determine the result, and do such acts as are proper to conduct the election or vote with fairness to all shareholders. On request of the person presiding at the meeting or any shareholder, the inspector or inspectors, if any, shall make a report in writing of any challenge, question or matter determined by him or them and execute a certificate of any fact found by him or them.

- **QUORUM.** Except for a special election of directors pursuant to Section 603(b) of the Business Corporation Law, and except as herein otherwise provided, the holders of a majority of the outstanding shares shall constitute a quorum at a meeting of shareholders for the transaction of any business. When a quorum is once present to organize a meeting, it is not broken by the subsequent withdrawal of any shareholders. The shareholders present may adjourn the meeting despite the absence of a quorum.

- **VOTING.** Each share shall entitle the holder thereof to one vote. In the election of directors, a plurality of the votes cast shall elect. Any other action shall be authorized by a majority of the votes cast except where the Business Corporation Law prescribes a different proportion of votes.

7. **SHAREHOLDER ACTION WITHOUT MEETINGS.** Whenever shareholders are required or permitted to take any action by vote, such action may be taken without a meeting on written consent, setting forth the action so taken, signed by the holders of all shares.

**ARTICLE II**

**GOVERNING BOARD**

1. **FUNCTIONS AND DEFINITIONS.** The business of the corporation shall be managed under the direction of a governing board, which is herein referred to as the "Board of Directors" or "directors" notwithstanding that the members thereof may otherwise bear the titles of trustees, managers, or governors or any other designated title, and notwithstanding that only one director legally constitutes the Board. The word "director" or "directors" likewise herein refers to a member or to members of the governing board notwithstanding the designation of a different official title or titles. The use of the phrase "entire board" herein refers to the total number of directors which the corporation would have if there were no vacancies.
2. QUALIFICATIONS AND NUMBER. 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. The initial Board of Directors shall consist of persons. Thereafter, the number of directors constituting the entire board shall be at least three, except that, where all the shares are owned beneficially and of record by less than three shareholders, the number of directors may be less than three but not less than the number of such shareholders. Subject to the foregoing limitation and except for the first Board of Directors, such number may be fixed from time to time by action of the shareholders or of the directors, or, if the number is not so fixed, the number shall be . The number of directors may be increased or decreased by action of shareholders or of the directors, provided that any action of the directors to effect such increase or decrease shall require the vote of a majority of the entire Board. No decrease shall shorten the term of any incumbent director.

3. ELECTION AND TERM. The first Board of Directors shall be elected by the incorporator or incorporators and shall hold office until the first annual meeting of shareholders and until their successors have been elected and qualified. Thereafter, directors who are elected at an annual meeting of shareholders, and directors who are elected in the interim by the shareholders to fill vacancies and newly created directorships, shall hold office until the next annual meeting of shareholders and until their successors have been elected and qualified; and directors who are elected in the interim by the directors to fill vacancies and newly created directorships shall hold office until the next meeting of shareholders at which the election of directors is in the regular order of business and until their successors have been elected and qualified. In the interim between annual meetings of shareholders or of special meetings of shareholders called for the election of directors, newly created directorships and any vacancies in the Board of Directors, including vacancies resulting from the removal of directors for cause or without cause, may be filled by the vote of the remaining directors then in office, although less than a quorum exists.

4. MEETINGS.

- TIME. Meetings shall be held at such time as the Board shall fix, except that the first meeting of a newly elected Board shall be held as soon after its election as the directors may conveniently assemble.

- PLACE. Meetings shall be held at such place within or without the State of New York as shall be fixed by the Board.

- CALL. No call shall be required for regular meetings for which the time and place have been fixed. Special meetings may be called by or at the direction of the Chairman of the Board, if any, of the President, or of a majority of the directors in office.

- NOTICE OR ACTUAL OR CONSTRUCTIVE WAIVER. No notice shall be required for regular meetings for which the time and place have been fixed. Written, oral, or any other mode of notice of the time and place shall be given for special meetings in sufficient
time for the convenient assembly of the directors thereat. The notice of any meeting need not specify the purpose of the meeting. Any requirement of furnishing a notice shall be waived by any director who signs a waiver of notice before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to him.

- QUORUM AND ACTION. A majority of the entire Board shall constitute a quorum except when a vacancy or vacancies prevents such majority, whereupon a majority of the directors in office shall constitute a quorum, provided such majority shall constitute at least one-third of the entire Board. A majority of the directors present, whether or not a quorum is present, may adjourn a meeting to another time and place. Except as herein otherwise provided, the act of the Board shall be the act, at a meeting duly assembled, by vote of a majority of the directors present at the time of the vote, a quorum being present at such time.

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.

- CHAIRMAN OF THE MEETING. The Chairman of the Board, if any and if present and acting, shall preside at all meetings. Otherwise, the President, if present and acting, or any other director chosen by the Board, shall preside.

5. REMOVAL OF DIRECTORS. Any or all of the directors may be removed for cause or without cause by the shareholders. One or more of the directors may be removed for cause by the Board of Directors.

6. COMMITTEES. Whenever the Board of Directors shall consist of more than three members, the Board of Directors, by resolution adopted by a majority of the entire Board of Directors, may designate from their number three or more directors to constitute an Executive Committee and other committees, each of which, to the extent provided in the resolution designating it, shall have the authority of the Board of Directors with the exception of any authority the delegation of which is prohibited by Section 712 of the Business Corporation Law.

7. WRITTEN ACTION. Any action required or permitted to be taken by the Board of Directors or by any committee thereof may be taken without a meeting if all of the members of the Board of Directors or of any committee thereof consent in writing to the adoption of a resolution authorizing the action. The resolution and the written consents thereto by the members of the Board of Directors or of any such committee shall be filed with the minutes of the proceedings of the Board of Directors or of any such committee.
ARTICLE III

OFFICERS

The directors may elect or appoint a Chairman of the Board of Directors, a President, one or more Vice-Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, one or more Assistant Treasurers, and such other officers as they may determine. The President may but need not be a director. Any two or more offices may be held by the same person except the offices of President and Secretary; or, when all of the issued and outstanding shares of the corporation are owned by one person, such person may hold all or any combination of offices.

Unless otherwise provided in the resolution of election or appointment, each officer shall hold office until the meeting of the Board of Directors following the next annual meeting of shareholders and until his successor has been elected and qualified.

Officers shall have the powers and duties defined in the resolutions appointing them.

The Board of Directors may remove any officer for cause or without cause.

ARTICLE IV

STATUTORY NOTICES TO SHAREHOLDERS

The directors may appoint the Treasurer or other fiscal officer and/or the Secretary or any other officer to cause to be prepared and furnished to shareholders entitled thereto any special financial notice and/or any financial statement, as the case may be,
which may be required by any provision of law, and which, more specifically, may be required by Sections 510, 511, 515, 516, 517, 519, and 520 of the Business Corporation Law.

**ARTICLE V**

**BOOKS AND RECORDS**

The corporation shall keep correct and complete books and records of account and shall keep minutes of the proceedings of the shareholders, of the Board of Directors, and/or any committee which the directors may appoint, and shall keep at the office of the corporation in the State of New York or at the office of the transfer agent or registrar, if any, in said State, a record containing the names and addresses of all shareholders, the number and class of shares held by each, and the dates when they respectively became the owners of record thereof. Any of the foregoing books, minutes, or records may be in written form or in any other form capable of being converted into written form within a reasonable time.

**ARTICLE VI**

**CORPORATE SEAL**

The corporate seal, if any, shall be in such form as the Board of Directors shall prescribe.

**ARTICLE VII**

**FISCAL YEAR**

The fiscal year of the corporation shall be fixed, and shall be subject to change from time to time, by the Board of Directors.

**ARTICLE VIII**

**CONTROL OVER BY-LAWS**

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

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

The undersigned incorporator certifies that he has examined the foregoing By-Laws and has adopted the same as the first By-Laws of the corporation; that said By-Laws contain specific and general provisions, which, in order to be operative, must be adopted by the incorporator or incorporators or the shareholders entitled to vote in the election of directors; and that he has adopted each of said specific and general provisions in accordance with the requirements of the Business Corporation Law.

Dated: 2/29, 1996

[Signature]
Incorporator of

3095 HARLEM ROAD, INC.

I HEREBY CERTIFY that the foregoing is a full, true and correct copy of the By-Laws of 3095 HARLEM ROAD, INC., a New York corporation, as in effect on the date hereof.

WITNESS my hand and the seal of the corporation.

Dated: 2/29/96

[Signature]
Secretary of

3095 HARLEM ROAD, INC.

(SEAL)
CERTIFICATE OF INCORPORATION

OF

3095 HARLEM ROAD, INC.

Under Section 402 of the Business Corporation Law

IT IS HEREBY CERTIFIED THAT:

FIRST: The name of the corporation is:

3095 HARLEM ROAD, INC.

SECOND: The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the Business Corporation Law of the State of New York, exclusive of 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.

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

THIRD: The number of shares which the corporation shall have the authority to issue is: Two Hundred (200) shares without par value.

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

FIFTH: The Secretary of State is designated as the agent of the corporation upon whom process against the corporation may be served, and the address to which the Secretary of State shall mail a copy of any process against the corporation served upon him is:

    c/o The Corporation
    3095 Harlem Road
    Cheektowaga, NY 14225

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

IN WITNESS WHEREOF, this certificate has been subscribed this Thirtieth day of January, 1996 by the undersigned who affirms that the statements made herein are true under penalties of perjury.

Bonnie H Yerry

500 Central Avenue, Albany, NY 12206

Address

Incorporator
CERTIFICATE OF INCORPORATION

OF

3095 HARLEM ROAD, INC.

Section 402 of the Business Corporation Law

Filer:  David Korzak
3095 Harlem Road
Cheektowaga, NY 14225
A&M OF WESTERN NEW YORK, LLC
STATE OF NEW YORK
DEPARTMENT OF STATE

I hereby certify that the annexed copy for A & M OF WESTERN NEW YORK, LLC, File Number 060109000798 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 June 03, 2015.

Anthony Giardina
Executive Deputy Secretary of State

Rev. 06/07
Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

ARTICLES OF ORGANIZATION

OF

A & M OF WESTERN NEW YORK, LLC

Under Section 203 of the Limited Liability Company Law

FIRST: The name of the limited liability company is

A & M OF WESTERN NEW YORK, LLC

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

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

3095 Harlem Road
Buffalo, NY 14225

FOURTH: The limited liability company is to be managed by

(please check appropriate box):

[X] 1 or more members

[ ] A class or classes of members

[ ] 1 or more managers

[ ] A class or classes of managers


Tom D. Osgood, organizer
Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

ARTICLES OF ORGANIZATION
OF
A & M OF WESTERN NEW YORK, LLC

Under Section 203 of the Limited Liability Company Law

CSC 45

Filer:
Mangione Gold & Parlato
3343 Harlem Road
Buffalo, NY 14225
Cust Ref# 800140TDO

DRAWDOWN

STATE OF NEW YORK
DEPARTMENT OF STATE

JAN 09 2006

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### OPERATING AGREEMENT

OF

A & M OF WESTERN NEW YORK, LLC

a New York Limited Liability Company

EFFECTIVE DATE: January 9, 2009

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

OPERATING AGREEMENT
OF
A & M OF WESTERN NEW YORK, LLC
(A New York Limited Liability Company)

This Operating Agreement (this "Agreement") is made and entered into as of the 9th day of January 2006, by and among the undersigned (individually a "Member" and collectively the "Members"), as listed on Schedule I hereto.

WITNESSETH:

WHEREAS, the Members have organized a limited liability company under the laws of the State of New York to operate for the purposes and upon the terms and subject to the conditions set forth herein; and

WHEREAS, the Members desire to enter into this Agreement as the operating agreement of the Company in order to establish certain rules and procedures to govern the conduct of the business and affairs of the Company and certain agreements among themselves;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements set forth herein, the parties hereto, intending to be bound hereby, agree as follows:

1. DEFINITIONS.

1.1. Definitions.

As used in this Agreement, the following capitalized terms have the respective meanings set forth below. Other terms defined in this Agreement shall have the meanings respectively ascribed to them.

"Act" means the New York Limited Liability Company Law, as amended from time to time, and the corresponding provisions of any succeeding law. Any reference herein to a certain Section of the Act shall also refer to such Section as amended from time to time, and the corresponding sections of any succeeding law.

"Affiliate" means, with respect to any Person, (i) any Person who directly or indirectly controls, is controlled by or is under common control with such Person, (ii) any Person owning or controlling ten percent (10%) or more of the outstanding voting interests of such Person, (iii) any officer, director, trustee, member, manager or general partner of such Person, or (iv) any Person who is an officer, director, general partner, trustee, member, manager or holder of ten percent (10%) or more of the voting interests of any Person described in clauses (i) through (iii) of this sentence. For purposes hereof, the terms "controls," "is controlled by," and "is under common control with" shall mean the possession, direct or indirect, of the power to direct or
cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"Articles of Organization" shall mean the Articles of Organization of the Company filed or to be filed with the New York Secretary of State, as they may from time to time be amended.

"Capital Account" shall mean, with respect to each Member, the account established for each Member pursuant to Section 6.5. Members' Capital Accounts shall be determined and maintained in accordance with the rules of paragraph (b)(2)(iv) of Regulation Section 1.704-1 of the Code.

"Capital Account" means, with respect to any Member, the Capital Account established and maintained for such Member in accordance with the following provisions:

(a) Such Member's Capital Account shall be credited with such Member's Capital Contributions, such Member's distributive share of Profits and any items in the nature of income or gain that are specially allocated to such Member pursuant to Article 4 hereof, and the amount of any Company liabilities assumed by such Member or that are secured by any Company property distributed to such Member; and

(b) Such Member's Capital Account shall be debited with the amount of cash and the fair market value of any Company property distributed to such Member pursuant to any provision of this Agreement, such Member's distributive share of Losses and any items in the nature of expenses or losses that are specially allocated to such Member pursuant to Article 4 hereof, and the amount of any liabilities of such Member assumed by the Company or that are secured by any property contributed by such Member to the Company.

In the event all or a portion of a Membership Interest is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent he relates to the transferred Membership Interest. In determining the amount of any liability for purposes of the definition of the term "Capital Account" as used herein, Code Section 752(c) and any other applicable provisions of the Code and the Regulations shall be taken into account.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Regulation Section 1.704-1(b) and shall be interpreted and applied in a manner consistent with such Regulation. In the event the Members shall determine that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto (including, without limitation, debits or credits relating to liabilities which are secured by contributions or distributed property or which are assumed by the Company or any Member), are computed in order to comply with such Regulation, the Members may make such modification, provided that it is not likely to have a material effect on the amounts distributable to any Member pursuant to Article 11 [Dissolution] hereof upon the dissolution of the Company. The Members shall also (i) make any adjustments that he deems necessary, convenient or desirable to maintain equality between the Capital Accounts of the Members and the Members and the amount of Company capital reflected on the Company's
Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

balance sheet, as computed for book purposes, in accordance with Regulation Section 1.704-1(b)(2)(iv)(q), and (ii) make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Regulation Section 1.704-1(b).]

"Capital Contributions" shall mean the fair market value of the amounts contributed by the Members pursuant to Sections 6.1 and 3.2 B.

"Capital Contribution" shall mean any contribution by a Member to the capital of the Company in cash, property or services rendered or a promissory note or other obligation to contribute cash or property or to render services.

"Capital Contribution" means the total amount of cash and the fair market value of any other assets contributed (or deemed contributed under Regulation §1.704-1(b)(2)(iv)(d)) to the Company by a Member, net of liabilities assumed or to which the assets are subject.

["Capital Proceeds" means the net proceeds received by the Company from a Capital Transaction, after (i) the payment of all expenses, and all debts and liabilities of the Company associated with such Capital Transactions, and (ii) the establishment of any reserve with respect to the foregoing that the Members deems appropriate.] [Needed only if separate allocations or distributions for Capital Transactions are used]

["Capital Transaction" means any transaction not in the ordinary course of business which results in the Company's receipt of cash or other consideration [other than Capital Contributions], including, without limitation, proceeds of sales, exchanges or other dispositions of property not in the ordinary course of business, financings, refinancings, condemnations, recoveries of damage awards and insurance proceeds.] [Needed only if separate allocations or distributions for Capital Transactions are used]

"Code" means the Internal Revenue Code of 1986, as amended from time to time, and the corresponding provisions of any succeeding law.

"Company" shall refer to A & M of Western New York, LLC.

"Company" means A & M of Western New York, LLC, a limited liability company formed, operated and governed pursuant to and in accordance with the Act, the Articles and this Agreement.

"Distribution" means any cash and other property paid to a Member by the Company from the operations of the Company.

"Fiscal Year" shall mean the fiscal year of the Company, which shall be the year ending December 31.

"Involuntary Withdrawal" means, with respect to any Member, the occurrence of any of the events:

[Specify the events.]
Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

"Majority in Interest" of the Members means the Member or Members holding in the aggregate a majority of all outstanding Percentage Interests of the Company.

"Member" shall mean each Person who or which executes a counterpart of this Agreement as a Member and each Person who or which may hereafter become a party to this Agreement.

"Members" shall mean the person designated as such in this Agreement, any successor(s) to their interests as such in the Company; and any other person who, pursuant to this Agreement, shall become a Member, and any reference to a "Member" shall be to any one of the then Members.

"Membership Interest" means a Member’s aggregate rights and interests in the Company, including rights as a Member of the Company under the Act, the Articles and this Agreement.

"Membership Interests" shall mean with respect to the Company the value of all Capital Contributions and with respect to any Member the ratio of the value of the Capital Contributions of such Member to the aggregate value of all Capital Contributions.

"Membership Interest" shall mean a Member’s interest in the Company which shall be in the proportion that the Member’s share of Membership Units of the Company bears to the aggregate number of Membership Units of all the Members. A “majority in interest of the Members” and “two-thirds in interest of the Members” shall mean Members whose aggregate share of Membership Units of the Company constitute more than one-half or two-thirds, respectively, of the aggregate number of Membership Units of all the Members.

"Membership Unit" shall mean a Member’s Membership Interest as evidenced by a certificate issued by the Company and referred to as a “Membership Unit” or “Units”.

"Net Cash Flow" means all cash funds derived from operations of the Company (including interest received on reserves), or from any sales or dispositions of Company assets, refinancing of Company assets without reduction for any non-cash charges, but less cash funds used to pay current operating expenses and to pay or establish reasonable reserves for future expenses, debt payments, capital improvements, and replacements as determined by the Members. Net Cash Flow shall be increased by the reduction of any reserve previously established.

"Net Losses" shall mean the losses of the Company, if any; determined in accordance with generally accepted accounting principles.

"Net Profits" shall mean the income of the Company, if any; determined in accordance with generally accepted accounting principles.

"Operating Managers" shall mean the Member or Members selected by the Members in accordance with this Agreement to serve as Operating Manager or Operating Managers of the Company.
Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

"Percentage Interest" means, with respect to any Member, the percentage set forth opposite such Member's name on Schedule I hereto, as amended from time to time, and, with respect to any valid transferee of a Membership Interest, the Percentage Interest of the Member whose Membership Interest has been acquired by such transferee to the extent such transferee has validly succeeded to that Member's Membership Interest.

"Person" means any individual, corporation, partnership, limited liability company, joint venture, joint stock company, association, organization, agency, trust, estate, governmental or quasi-governmental authority, custodian, nominee or any other individual or entity in its own or any representative capacity.

"Regulation" means the income tax regulations, including any temporary regulations, from time to time promulgated under the Code.

"Selling Member" shall mean a Member desiring to sell a Membership Interest.

"Transfer," when used as a noun, means any transfer, sale, assignment, issuance, pledge, encumbrance, hypothecation, conveyance, grant, gift or other disposition (whether direct or indirect, voluntary, involuntary or by operation of law, and whether with or without consideration) and, when used as a verb, means to transfer, sell, assign, issue, pledge, encumber, hypothecate, convey, grant, give or otherwise dispose of (whether directly or indirectly, voluntarily, involuntarily or by operation of law, and whether with or without consideration).

2. THE COMPANY.

2.1. Organization.

The Company has been organized as an New York limited liability company pursuant to the provisions of the Act by the execution and filing of the Articles of Organization ("Articles") with the Secretary of State of the State of New York. Except as otherwise provided in the Articles or this Agreement or as otherwise required by the non-waivable provisions of the Act, the operation, administration and internal affairs of the Company and the rights and obligations of the Members shall be governed by this Agreement to the extent set forth herein.

2.2. Name.

The name of the Company shall be "A & M of Western New York, LLC" and all business of the Company shall be conducted in that name or any other or additional name or names that the Members select from time to time in accordance with applicable law.

2.3. Purposes and Powers.

The purposes of the Company are to engage in any lawful business or activity for which limited liability companies may be formed under the Act, including the sale of assets and dissolution of the Company. Except as expressly restricted by the Articles or this Agreement, the Company shall have the power and authority to take any and all lawful actions, to do all lawful things and to carry on all lawful business and activities necessary, convenient, desirable,
Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

appropriate or incidental to or for the furtherance of the foregoing purposes and to exercise all other powers, authority and rights that a limited liability company is entitled to exercise under the Act.

Purposes. The purpose of the Company is to conduct any lawful business for which limited liability companies may be organized and to do all things necessary or useful in connection with the foregoing.

2.4. Principal Office.

The principal office of the Company shall be located at 3095 Harlem Road, Buffalo, New York 14225 or at such other location as the Members may from time to time select, which location need not be in the State of New York. The Company may have such additional office or offices within or without the State of New York that the Members select from time to time.

2.5. Term.

The term of the Company commenced on the date upon which the Articles were filed with the Secretary of State of the State of New York and shall continue indefinitely, or until the Company is earlier dissolved and its affairs wound up in accordance with the provisions hereof or by operation of law.

2.6. Independent Ventures.

No business opportunities other than those actually engaged in by the Company shall be deemed to be the property of the Company. The Members and their Affiliates shall be absolutely and completely free to pursue, entitled to engage in and to hold interests in any other business and investment activity and venture of any type (including, without limitation, any activity or venture which may be competitive with or have an effect on the business of the Company or which is of a character consistent with the purpose of the Company), without having or incurring any obligation to offer any interest in such activity or venture to the Company or any Member. Neither the Company nor any Member shall, solely by virtue of the Company or this Agreement, have any right to participate in or to obtain any interest in or to any other business or investment activities or ventures of any kind in which any Member, or any Affiliate thereof, participates, or in any way derives income or other benefits. The provisions of this Section 2.6 are a material part of the consideration for the parties hereto entering into this Agreement, and are intended by the parties hereto to be a waiver of and to eliminate any right or claim by the Company or any Member to participate in any such activities or ventures, whether under any “business opportunity,” “fiduciary duty” or other similar or related doctrine or otherwise.

2.7. [Noncompetition and Independent Ventures.]

(a) While a person is a Member and for a period of two years after the person is no longer a Member (“Restricted Period”):
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(i) A Member will not, directly or indirectly, engage or invest in, own, manage, operate, finance, control, or participate in the ownership, management, operation, or control of, be employed by, associated with, or in any manner connected with, lend his or her name or any similar name to, lend his or her credit to, or render services or advice to, any business whose products or activities compete in whole or in part with the products or activities of the Company anywhere within the United States. Each Member agrees that this covenant is reasonable with respect to its duration, geographical area, and scope.

(ii) A Member will not, during the Restricted Period, directly or indirectly, either for himself or any other person, (A) induce or attempt to induce any employee of the Company to leave the employ of the Company, (B) in any way interfere with the relationship between the Company and any employee of the Company, (C) employ, or otherwise engage as an employee, independent contractor, or otherwise, any employee of the Company, or (D) induce or attempt to induce any customer, supplier, licensee, or business relation of the Company to cease doing business with the Company, or in any way interfere with the relationship between any customer, supplier, licensee, or business relation of the Company.

(iii) A Member will not, during the Restricted Period, directly or indirectly, either for himself or any other person, solicit the business of any person known to the Member to be a customer of the Company, whether or not Member had personal contact with such person, with respect to products or activities which compete in whole or in part with the products or activities of the Company.

(b) In the event of a breach by Member of any covenant set forth in Section 2.7(a) of this Agreement, the term of such covenant will be extended by the period of the duration of such breach;

(c) A Member will not, at any time during or after the Restricted Period, disparage the Company or any of its Members, officers, employees, or agents; and

(d) A Member will, during the Restricted Period, within ten days after accepting any employment, advise the Company of the identity of any employer of Member. The Company may serve notice upon each such employer that Member is bound by this Agreement and furnish each such employer with a copy of this Agreement or relevant portions thereof.

(e) Neither the Company nor any Member shall, solely by virtue of the Company or this Agreement, have any right to participate in or to obtain any interest in or to any other business or investment activities or ventures of any kind in which any Member, or any Affiliate thereof, participates, or in any way derives income or other benefits. The provisions of this Section 2.7(e) are a material part of the consideration for the parties hereto entering into this Agreement, and are intended by the parties hereto to be a waiver of and to eliminate any right or claim by the Company or any Member to participate in any such activities or ventures, whether under any “business opportunity,” “fiduciary duty” or other similar or related doctrine or otherwise.]
3. MEMBERS, CAPITAL CONTRIBUTIONS, CAPITAL ACCOUNTS AND MEMBERSHIP INTERESTS.

3.1. Members.

The name, address, taxpayer identification number, amount and type of initial Capital Contribution and Percentage Interest of each Member are set forth on Schedule I hereto, as from time to time amended in accordance with the terms hereof.

3.2. Initial Capital Contributions.

The Members have made initial Capital Contributions to the Company in cash in the amount set forth opposite their respective names on Schedule I hereto in exchange for their respective Percentage Interests as set forth in Schedule I hereto. Each Member admitted to the Company after the date of the Agreement, other than as a Substitute Member pursuant to Article 10 hereof, shall make a Capital Contribution to the Company in the amount and form required to be made by such Member in accordance with Section 3.10 hereof and such Member’s subscription or contribution agreement, and the Members shall have the authority to amend Schedule I to reflect such admission, such Capital Contribution and the resulting amended Percentage Interests.

3.3. No Additional Capital Contributions.

Except with the written consent of all of the Members, no Member shall be required to make any additional Capital Contributions to the Company beyond such Member’s initial Capital Contribution required pursuant to Section 3.2 hereof.

3.4. Return of Capital Contributions.

Except as otherwise provided in this Agreement, no Member shall have the right to withdraw, borrow, demand or otherwise receive the return of all or any part of his Capital Contribution. In the event a Member is entitled to receive all or any part of any Capital Contribution, such Member shall not have the right to receive any property other than cash except as may be specifically provided herein.

3.5. No Interest on Capital Contributions.

No Member shall be entitled to receive or be paid any interest, salary or draw with respect to his Capital Contributions or the amount in his Capital Account or for services rendered on behalf of the Company or otherwise solely in his capacity as a Member, except as otherwise provided in this Agreement.
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3.6. Capital Accounts.

The Company shall establish and maintain a separate Capital Account for each Member and for each permitted transferee of a Membership Interest. The Capital Account of each permitted transferee of a Membership Interest shall initially be equal to the Capital Account of the transferor as of the effective date of the Transfer.

3.7. No Requirement to Restore Negative Capital Account.

Notwithstanding any other provision in this Agreement to the contrary, no Member shall be obligated at any time, to the Company, to the other Members or to any creditor of the Company, to restore a Negative Capital Account.

3.8. Loans by Members.

Any Member may, but no Member shall be obligated to, loan or advance funds or guarantee loans to the Company upon terms and conditions deemed appropriate [commercially reasonable] by the Members, [provided that the interest payable by the Company shall not be greater than the rate (including points and other financing charges and fees) that would be charged to the Company by unaffiliated lenders on comparable loans]. Such loans may be evidenced by the Company's promissory notes. In making such loans or advances, the Member shall be treated as a creditor of the Company and not as a Member. Any such loan or advance shall constitute a loan from the Member to the Company, and shall in no event be deemed to constitute a Capital Contribution.

3.9. No Reliance by Creditors.

Notwithstanding anything herein to the contrary, no creditor of the Company shall be entitled to enforce the obligations of the Members under this Article 3 to make Capital Contributions or loans to the Company.

3.10. Issuance of Additional Membership Interests.

Except as otherwise provided in this Article 3 and in Article 10 hereof, the Company shall not issue any additional Membership Interests, and no Person shall be admitted to the Company as a Member, without the unanimous consent of the Members.

4. CASH DISTRIBUTIONS AND PROFIT AND LOSS ALLOCATIONS.

SIMPLE DISTRIBUTIONS BASED ON PERCENTAGE INTERESTS
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4.1. Distributions of Net Cash Flow.

(a) **Distributions.** Net Cash Flow, if any, shall be distributed to the Members in proportion to their respective Percentage Interests from time to time as determined in the sole discretion of the Members. [Provided however the Company shall distribute cash to the Members in an amount equal to the lesser of all available Net Cash Flow or a percentage of Company income equal to the highest marginal tax effected state and federal income tax rates applicable to any Member.] Such distribution shall be made no later than March 30 of the following year. [**Alternative:** Net Cash Flow for each Fiscal Year shall be distributed to the Members in proportion to their respective Percentage Interests no later than 90 days after the end of such Fiscal Year] [45 days after the end of each fiscal quarter] [monthly] [no less frequently than annually].

(b) **Amounts Withheld.** All amounts withheld pursuant to the Code or any provision of any state or local tax law with respect to any payment, distribution or allocation to the Company or the Members shall be treated as amounts distributed to the Members pursuant to this Section 4.1 for all purposes under this Agreement. The Company is authorized to withhold from distributions, or with respect to allocations, to the Members and to pay over to any federal, state or local government any amounts required to be so withheld pursuant to the Code or any provisions of any other federal, state or local law, and shall allocate any such amounts to the Members with respect to which such amount was withheld.

4.2. Allocation of Profits.

After giving effect to the special allocations set forth in Sections 4.5 through 4.10, profits shall be allocated among the Members in proportion to their respective Percentage Interests.

4.3. Allocation of Losses.

After giving effect to the special allocations set forth in Sections 4.5 through 4.10, losses shall be allocated among the Members in proportion to their respective Percentage Interests.

4.4. Allocations in General.

The distributive shares of tax items, except for profits and losses, shall be allocated to the Members pro rata based upon their respective Percentage Interests during the period over which such tax items were accrued. As provided in Section 12.2(b), the [tax matters partner or Majority in Interest of Members] shall have authority to make any special allocations for compliance with the provisions of subchapter K of the Code, including without limitation sections 704(b) and 704(c) thereof, and the Regulations promulgated thereunder.

4.5. Special Rule Regarding Members' Capital Accounts.

No Member shall be entitled to any allocation of Company losses if such allocation would result in the Member having a negative Capital Account balance [after increasing such Capital Account by any amount which the Member is obligated to restore or is deemed to be
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obligated to restore pursuant to Regulation §1.704-1(b)(2)(ii)(c), and decreasing such Capital Account balance by the items set forth in Regulation §1.704-1(b)(2)(ii)(d)(4)-(6) while any other Member has a positive Capital Account balance (after adjustment for such items). In such event, Company losses shall be allocated to the Members with positive Capital Accounts, as adjusted, until such Capital Accounts, as adjusted, have been reduced to zero.

4.6. Minimum Gain Chargeback.

If there is a net decrease in the Company's minimum gain (as such term is defined in Regulation §1.704-2) during any taxable year, each Member shall be allocated, before any other allocation is made of Company items for such taxable year, an amount equal to the greater of (i) such Member's share of the net decrease in Company minimum gain allocable to the disposition of Company property subject to nonrecourse liability, or (ii) the negative balance in such Member's Capital Account (after adjustment as described in Section 4.5 of this Agreement). This provision is intended to be a “minimum gain chargeback” as defined in Regulation §1.704-2, such Regulation being hereby incorporated by reference.

4.7. Member Minimum Gain Chargeback.

Except as otherwise provided in Regulation §1.704-2(i)(4), notwithstanding any other provisions of this Agreement, if there is a net decrease in member nonrecourse debt minimum gain attributable to a member nonrecourse debt during any Company Fiscal Year, each Member who has a share of the member nonrecourse debt minimum gain attributable to such member nonrecourse debt, determined in accordance with Regulation §1.704-2(i)(5), shall be specially allocated items of Company income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Member's share of the net decrease in member nonrecourse debt minimum gain attributable to such member nonrecourse debt, determined in accordance with Regulation §1.704-2(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Regulation §§1.704-2(i)(4) and 1.704-2(j)(2). This Section 4.7 is intended to comply with the minimum gain chargeback requirement in Regulation §1.704-2(i)(4) and shall be interpreted consistently therewith.

4.8. Qualified Income Offset.

Any Member who unexpectedly receives an adjustment, allocation or distribution as described in Regulation §1.704-1(b)(2)(ii)(d)(4)-(6) shall be allocated items of Company income and gain in an amount and manner to eliminate any deficit in such Member's Capital Account (after adjustment as described in Section 4.5 of this Agreement) as quickly as possible. This provision is intended to be a “qualified income offset” as defined in Regulation §1.704-1(b)(2)(ii)(d), such Regulation being hereby incorporated by reference.


In the event any Member has a deficit Capital Account at the end of any fiscal year which is in excess of the sum of (i) the amount such Member is obligated to restore pursuant to any
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 provision of this Agreement, and (ii) the amount such Member is deemed to be obligated to restore pursuant to the penultimate sentences of Regulation §§1.704-2(g)(1) and 1.704-2(i)(5), each such Member shall be specially allocated items of Company income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Section 4.9 shall be made only if and to the extent that such Member would have a deficit Capital Account in excess of such sum after all other allocations provided for in this Article 4 have been made as if Section 4.8 hereof and this Section 4.9 were not in the Agreement.

4.10. Curative Allocations.

The allocations set forth in Sections 4.5 through 4.9 hereof (the “Regulatory Allocations”) are intended to comply with certain requirements of the Regulations. It is the intent of the Members that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other items of Company income, gain, loss or deduction pursuant to this Section 4.10. Therefore, notwithstanding any other provision of this Agreement (other than the Regulatory Allocations), the Members shall make such offsetting special allocations of income, gain, loss or deduction in whatever manner they determine appropriate so that, after such offsetting allocations are made, each Member’s Capital Account balance is, to the extent possible, equal to the Capital Account balance such Member would have had if the Regulatory Allocations were not part of the Agreement and the Company items were allocated pursuant to Sections 4.2 and 4.3.

4.11. Distribution of Assets.

If any assets of the Company are distributed in kind to the Members, those assets shall be valued on the basis of their fair market value, and any Member entitled to any interest in those assets shall receive that interest as a tenant-in-common with all other Members so entitled. Unless the Members otherwise agree, the fair market value of the assets shall be determined in accordance with the appraisal process described in Section 11.2. The profit or loss for each unsold asset shall be determined as if the asset had been sold at its fair market value, and the profit or loss shall be allocated as provided in Sections 4.2 and 4.3 and shall be properly credited or charged to the Capital Accounts prior to the distribution of the assets in liquidation pursuant to Section 11.2.

5. MANAGEMENT.

5.1. Management by the Members.

(a) The Company shall be managed exclusively by its Members.

(b) Upon the terms and subject to the conditions set forth in this Agreement, the Members, acting by a Majority in Interest, have the full and exclusive right, power and authority to manage the business and affairs of the Company, including but not limited to the full and exclusive right to bind the Company, to enter into any contracts and transactions, and to make and obtain commitments on behalf of the Company to conduct and to further the business and the purposes of the Company.
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(c) The Members may delegate to a committee of Members, an individual Member, or an employee of the Company any management right, power, authority, responsibility or duty except as to any matter described in Section 5.3 [Unanimous Consent] of this Agreement.

5.2. No Authority of Individual Members.

(a) Except as otherwise expressly provided in this Agreement, whenever the “Members” are or the Company is permitted, authorized, empowered or directed to take or approve any action or to make any decision or determination, under this Agreement or otherwise, such may be accomplished only with the consent of a Majority in Interest of the Members.

(b) Except as authorized pursuant to Section 5.2(b) hereof or the non-waivable provisions of the Act, no individual Member shall have any right, power or authority to (i) control the business and affairs of the Company, (ii) act as an agent for or on behalf of the Company, (iii) bind the Company or any other Member in any way, (iv) enter into any contract or transaction or make any commitment on behalf of the Company, or (v) take any action or make any decision or determination to be made by the “Members” under or pursuant to this Agreement.

(c) In the event that any Member takes any action prohibited by Section 5.2(a) or (b) hereof without the consent of a Majority in Interest of the Members, then such action shall constitute a breach of this Agreement and the breaching Member shall indemnify and hold the non-breaching Members harmless from and against any and all losses, damages, costs, expenses, claims, obligations, or liabilities arising by such action.

5.3. Unanimous Consent Required for Certain Actions.

Notwithstanding any provision in this Agreement to the contrary, the Members shall not, without the prior written unanimous consent of all the Members, have the right, power and authority to:

(a) cause or permit the Company to engage in any activity, or to take any action, prohibited by law or contrary to this Agreement;

(b) take any action which would make it impossible to carry on the ordinary business or accomplish the purposes of the Company, except as otherwise provided in this Agreement;

(c) take any action which requires the consent or approval of the Members, either under this Agreement or the non-waivable provisions of the Act, without such consent or approval;

(d) take any action which would cause the termination of the Company for federal income tax purposes or the dissolution of the Company under the Act or this Agreement or cause the Company to be classified as an “association” taxable as a corporation under the Code;
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(e) take, or permit to be taken, any action that would cause any Member to be personally liable for any debt, liability or obligation of the Company or of any other Member, without the prior consent of such Member; or

(f) change or reorganize the Company into any other legal form.

5.4. Power and Authority of the Members.

Except to the extent otherwise provided in this Agreement or required by the non-waivable provisions of the Act, the Members shall have the full and exclusive right, power, authority, discretion and responsibility to manage, control, administer, direct and operate the business and affairs of the Company and to make all decisions and to take all actions for and on behalf of the Company necessary, convenient, desirable, appropriate or incidental in or to the furtherance of the purposes, business and objectives of the Company, including, without limitation, the right, power and authority to:

(a) purchase the Property from _____________ for $________ in accordance with the Agreement;

(b) execute, deliver, and perform the obligations of the Company under the _________ Agreement or contemplated in the Memorandum;

(c) acquire (by purchase, lease or otherwise), own, hold, manage, utilize, operate, maintain, improve, develop, construct, rehabilitate, lease (as lessor or lessee), repair, replace, grant options or easements with respect to, finance, lease, sell, dispose of, exchange, convey, assign, transfer, mortgage and pledge or otherwise dispose of any real or personal property, tangible or intangible, and any rights or interests therein;

(d) negotiate, enter into, execute, deliver and perform any action under any agreement, contract, document, notification, statement, report, certification, instrument and filing of any kind or nature (including, without limitation, those with federal, state and local agencies and commissions) as the Members shall determine, in their sole discretion, necessary, convenient, desirable, appropriate or incidental to or for the furtherance of the purposes of the Company, including granting or refraining from granting any waivers, covenants and approvals with respect to the foregoing; provided, however, that in the event the Members contracts for goods or services with Persons that are Affiliates of the Members, payments to such Persons shall not be more than the amounts that would be charged by unaffiliated third parties in arms-length negotiations for such goods or services;

(e) negotiate, enter into, execute, deliver and perform deeds, leases, mortgages, deeds to secure debt, mortgage notes, promissory notes, bills of sale, contracts or other instruments or binding undertakings relating to or purporting to convey or encumber assets of the Company; and the signature of the [a] Member[s] shall be necessary and sufficient to convey title to any real property owned by the Company or to execute any promissory notes, trust deeds, mortgages or other instruments of hypothecation, and all of the Members agree that a copy of this Agreement may be shown to the appropriate
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parties in order to confirm the same, and further agree that the signature of the [a] Member[s] shall be sufficient to execute any documents necessary to effectuate this or any other provision of this Agreement;

(f) care for, invest and distribute funds to the Members by way of cash, income, return of capital or otherwise;

(g) employ, engage, retain and terminate on behalf of the Company the services of employees, consultants, independent contractors, advisors and other representatives, including attorneys, accountants, appraisers and other agents, and delegate to such Persons the duty to manage or supervise any of the assets or operations of the Company and terminate such services;

(h) institute, prosecute, defend, settle, compromise, confess judgment and dismiss lawsuits and other judicial and administrative actions and proceedings, at law or in equity (including submissions of claims or liabilities of the Company to arbitration), brought by or on behalf of, or against, the Company, the Members, or the Members in connection with activities arising out of, connected with, or incidental to this Agreement upon such terms as the Members may determine and upon such evidence as [he] may deem sufficient and to engage counsel or others in connection therewith;

(i) borrow money and incur obligations on behalf of, and otherwise commit the credit of, the Company; become a surety, guarantor, indemnitor or accommodation party of or to any obligation; and draw, make, accept, endorse, sign and deliver any notes, drafts, debentures or other negotiable instruments, obligations commercial paper, debt securities or other evidences of indebtedness; and secure the same by mortgage, pledge, security interest or other lien on the property of the Company;

(j) obtain insurance for the Company and its business and properties;

(k) incur expenses and obligations and make payments which the Members, in their sole discretion, deems necessary, convenient, desirable, appropriate or incidental to or for the business, affairs, properties, obligations and purposes of the Company, to the extent that funds of the Company are available;

(l) repay, prepay (in whole or in part), refinance, renew, recast, increase, modify, restructure, consolidate or extend any indebtedness or liabilities affecting any or all of the Company's property on such terms as the Members deems appropriate;

(m) establish, maintain and draw upon checking and other accounts in the name of the Company in such banks, brokerage firms or other financial institutions as the Members may from time to time select, designating individuals with authority to sign or give instructions with respect to those accounts, and deposit or withdraw funds from such accounts;

(n) convene meetings of the Members as provided herein;

(o) establish reserves as provided herein;
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(p) make distributions to the Members as provided herein;

(q) prepare and cause to be prepared reports, statements and other information for distribution to the Members;

(r) prepare and file all necessary tax actions, forms, reports and statements, pay all taxes, assessments, fees and penalties applicable to the Company or its property, and withhold amounts from wages, compensation or distribution as necessary under the Code;

(s) maintain the books and records of the Company;

(t) determine the accounting methods and policies to be used in the preparation of any accounting or financial records, of the Company, subject to the restrictions set forth herein;

(u) make such filings with governmental and other authorities and take such other actions as may be necessary, convenient, desirable or appropriate to maintain the limited liability of the Members and to license, register or qualify the Company as a foreign limited liability company in any jurisdiction in which the Company is required to be so licensed, registered or qualified;

(v) effect a dissolution of the Company as provided herein;

(w) engage in any kind of activity and perform and carry out contracts and transactions of any kind necessary, convenient, desirable, appropriate or incidental to or for the accomplishment of the purposes of the Company and the obligations of the Company and the Members under this Agreement, as may be lawfully carried on or performed by a limited liability company under the Act; and

(x) take and do any and all acts and exercise any and all other authority and powers with respect to the Company or its business that are lawful and not prohibited by the Articles or this Agreement in order to effectuate any of the foregoing on such terms and conditions as the Members, in their discretion, determines to be necessary, convenient, desirable, appropriate or incidental to the purposes of the Company or the provisions of this Agreement.

5.5. Duties, Obligations and Liability of Members.

(a) The Members shall take all actions that are necessary or appropriate (i) for the continuation of the Company's valid existence as a limited liability company under the laws of the State of New York and of each other jurisdiction in which licensing, qualification or registration as a foreign limited liability company is necessary to enable the Company to conduct its business, and (ii) for the accomplishment of the Company's purposes, in accordance with the provisions of this Agreement and the Act.

(b) Each Member shall devote such time, attention and resources to the conduct and management of the business and affairs of the Company as shall be reasonably necessary
and appropriate to perform his duties hereunder and to carry out the business and purposes of the Company, but no Member shall be required to devote his full time to the performance of such duties.

(c) Each Member shall perform his duties as a Member in good faith, in a manner he reasonably believes to be in or not opposed to the best interests of the Company, and with the care that an ordinarily prudent person in a similar position would use under similar circumstances.

(d) In performing their duties or exercising their authority, other Members are entitled to rely on information, opinions, reports or statements, including but not limited to financial statements and other financial data, that are prepared or presented by (i) one or more Members, officers or employees of the Company who the Members reasonably believe are reliable and competent in the matters prepared or presented; and (ii) counsel, public accountants or other Persons as to matters that the Members reasonably believe are within the Person’s professional or expert competence.

(e) To the fullest extent permitted by law, no Member shall be personally liable to satisfy any debt, obligation or liability of the Company, whether arising in contract, tort or otherwise, solely by reason of being a Member. No Member does, in any way, guarantee (i) the return of all or any portion of the Members’ Capital Contributions, (ii) any income or profit to the Members from the operations of the Company or (iii) any distributions of Net Cash Flow to the Members.

(f) Except as otherwise provided in this Agreement or required by the non-waivable provisions of the Act, no Member shall be liable, responsible or accountable, in damages or otherwise, to the Company, any other Member, or any other Person for any loss, damage, expense or liability incurred by reason of the Member’s taking or failing to take any action on behalf of the Company in a manner reasonably believed by him to be within the scope of the authority granted to the Members by this Agreement unless it is proved, by clear and convincing evidence in a court of competent jurisdiction, that the Member’s action or failure to act was not in good faith, was not in a manner he reasonably believed to be in or not opposed to the best interests of the Company, was undertaken with deliberate intent to cause injury to the Company or with reckless disregard for the best interests of the Company, or resulted from the Member’s fraud or intentional breach of this Agreement. Any action performed or omitted by any Member on advice of counsel to the Company shall be conclusively deemed to have been performed or omitted in good faith.

(g) Notwithstanding any provision in the Agreement to the contrary, to the fullest extent permitted by law, no Member shall be liable, accountable or responsible, in damages or otherwise, to the Company, any Member or any other Person for any action, decision or omission by the Member under this Agreement, unless such action, decision or omission was due to fraud, bad faith or willful misconduct by such Member.
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5.6. Officers.

The Members may appoint such other officers and assistant officers as they may from time to time deem necessary or appropriate for the management of the Company. Any officers so appointed shall have such authority and perform such duties as the Members may, from time to time, assign to them; provided, however, that the power and authority of the officers cannot be any broader than the power of and authority of the Members as provided hereunder. The Members may assign titles to particular offices. Unless the Members decide otherwise, if the title given an officer is one commonly used for officers of a business corporation, then the assignment of such title shall constitute the delegation to such officer of the authority and duties that are commonly associated with that office. Any number of offices may be held by the same Person. Each officer of the Company shall hold office at the pleasure of the Members until his successor has been appointed and qualified or until his earlier death, resignation or removal. No officer needs to be a Member. The Members shall be empowered to fill all vacancies in office and to remove officers at any time with or without cause. The Members shall from time to time fix the salaries and other compensation, if any, of the officers of the Company.

5.7. Compensation and Reimbursement.

The Members shall be entitled to the distribution and allocations provided in Article 4 hereof, but no Member shall be entitled to any salary or other compensation (other than the reimbursement of expenses as provided below) from the Company without the written consent of a Majority in Interest of the Members. The Company is specifically authorized to reimburse, out of Company funds, any Member, officer, employee or agent of the Company (and their Affiliates) for any and all reasonable out-of-pocket costs and expenses incurred by any such Person in connection with the organization, formation or management of the Company and the acquisition and/or financing of the Property.

5.8. Transactions with Affiliates.

The Company is permitted to employ, retain, transact business or enter into contracts with or otherwise deal with any Person, notwithstanding that such Person is a Member or an Affiliate of the Company, or any Member, is otherwise employed or retained by, has a financial interest in, or has some other business relationship with the Company, or any Member, provided that such interest or relationship is known to all Members and, provided that, in the sole discretion of the Members, such dealings are on commercially reasonable terms to the Company [no less favorable to the Company than those that could be obtained in a similar transaction from an unaffiliated Person on an arm's-length basis]. If any contract, action or transaction meets the foregoing standards, then no vote of the Members shall be required to approve such contract, action or transaction solely by virtue of the affiliated relationship involved.

5.9. Bylaws.

The Members may, but are not required to, adopt bylaws that are not inconsistent with the non-waivable provisions of the Act, the Articles or this Agreement for the regulation of the Members, or any other matter affecting the management of the Company including, but not limited to, regulations relating to books and records of account, minutes of proceedings,
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meetings, requirements for notices of meetings, computation of time for notice, method of giving notice, quorum requirements, written action in lieu of a meeting, waiver of notice, proxies and officers.

5.10. Right to Rely on Members.

(a) Any Person dealing with the Company, other than a Member, may conclusively rely (without duty of further inquiry) upon a certificate signed by the Members as to: (i) the identity of the Members of the Company; (ii) the existence or nonexistence of any fact or facts which constitute conditions precedent to acts by the Members or are in any other manner germane to the affairs of the Company; (iii) the Person or Persons who are authorized to execute and deliver any contract, instrument or document of the Company; (iv) the authenticity of any copy of the Articles or this Agreement, and any amendments thereto or hereto; and (v) any action, decision or omission by the Company or any other matter whatsoever involving the Company, or the Members.

(b) Any Person dealing with the Company, other than a Member, may conclusively rely on the authority of the Members or any officer in taking any action in the name of the Company without inquiry into the provisions of this Agreement or compliance herewith, regardless of whether that action actually is taken in accordance with the provisions of this Agreement, unless the Member or such officer has in fact no authority to act for the Company in the particular matter and the Person with whom he is dealing has knowledge of the fact that the Members does not have that authority.

(c) The signature of all Members shall be necessary and sufficient to convey title to any property owned by the Company or to execute any promissory notes, trust deeds, mortgages or other instruments of hypothecation, and all of the Members agree that a copy of this Agreement may be shown to the appropriate parties in order to confirm the same, and further agree that the signature of all Members shall be sufficient to execute any “statement of limited liability company” or other documents necessary to effectuate this or any other provision of this Agreement.

5.11. Indemnification.

The Members shall be indemnified and the Company’s employees, officers and agents may be indemnified by the Company to the fullest extent possible under the Act.

6. MEETINGS OF THE MEMBERS.

6.1. Calling Meetings of the Members.

A meeting of the Members for any lawful purpose or purposes may be called at any time by any Member [by a Majority in Interest of the Members] by delivering to the Company a request in writing that specifies the purposes of the meeting. The Members calling the meeting shall give or cause to be given notice of such meeting to all other Members in accordance with the provisions of this Agreement and shall fix the date, time and place of the meeting in the notice. A meeting of the Members shall be held not less than fifteen (15) or more than sixty (60)
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days after the Company receives a request therefor. Notwithstanding anything to the contrary herein, no annual or regular meetings of the Members are required to be held.

6.2. Notice of Meetings; Waiver of Notice.

(a) Notice. Except as otherwise expressly required by law, written notice of each meeting of the Members shall be given not less than seven (7) nor more than sixty (60) days before the date of the meeting to each Member entitled to notice of the meeting by delivering a written or printed notice thereof personally or by mailing the notice in a postage-prepaid envelope addressed to the Member at the address set forth on Schedule I hereto or any other address furnished by such Member to the Company. If mailed, such notice shall be deemed delivered upon deposit in the United States mail addressed as set forth above. Each notice of a meeting shall state the date, time, place and purposes of the meeting. Only business within the purposes described in the notice may be conducted at the meeting.

(b) Waiver. Any Member, either before or after any meeting of the Members, may waive notice thereof in writing signed by such Member and filed or entered with the records of the meeting. Notice of a meeting will be deemed to have been waived by any Member who is present at such meeting either in person or by proxy, and who does not, before or at the commencement of the meeting, protest the lack of proper notice thereof.

6.3. Quorum.

At any meeting of the Members, the presence, in person or by proxy, of the holders of a Majority in Interest of the Members as of the record date of the meeting shall constitute a quorum for the transaction of business. If a quorum shall not be present at any meeting of the Members, a Majority in Interest of the Members present and entitled to vote thereat may adjourn the meeting from time to time, without any notice other than announcement at the meeting of the time and place of the holding of the adjourned meeting. At any reconvening of an adjourned meeting at which a quorum shall be present, any business may be transacted which could have been transacted at the original meeting if a quorum had been present.

6.4. Attendance by Electronic Equipment.

Any Member may participate in any meeting of the Members by means of conference telephone or similar communications equipment that enables all persons participating in the meeting to hear and speak to each other, and such participation shall constitute presence in person at such meeting. Any meeting of the Members may be held telephonically.

6.5. Action Without a Meeting by Consent in Writing.

Any action which may be authorized, taken or approved by the Members at a meeting or otherwise may be authorized, taken or approved without a meeting, without prior notice and without a vote, if one or more consents in writing (including by counterparts and by facsimiles followed by the signed copies), setting forth the action so authorized, taken or approved shall be signed by Members holding the requisite amount of Percentage Interests required for the
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authorization, taking or approval of the action indicating the consent of such Members and delivered to the Members. If any action is authorized, taken or approved in this manner, then the Company shall promptly send notice of such action to all Members. If any action by Members is authorized, taken or approved in writing without a meeting, any certificate or other document filed with the Secretary of State of the State of New York as to such action may state, in lieu of any statement required by the Act concerning any vote of Members, that written consent has been given in accordance with the provisions of the Agreement or that the action was authorized, taken or approved at a meeting of the Members and that any written notice required by the Agreement has been given.

7. LIABILITY AND INDEMNIFICATION.

7.1. Limited Liability of the Members.

(a) Except as otherwise provided in this Agreement or required by the non-waivable provisions of the Act, (i) the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, are solely the debts, obligations and liabilities of the Company and not of the Members, and (ii) no Member shall be personally liable to satisfy any judgment, decree or order of a court for, or shall be personally liable to satisfy in any other manner, any of the debts, liabilities or obligations of the Company, or any of the losses thereof, solely by reason of being a Member of the Company.

(b) The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or the management of its business and affairs under any provision of this Agreement or the Act shall not be grounds for imposing personal liability on any Member for any debt, obligation or liability of the Company.

Limitation of Liability. Each Member’s liability shall be limited as set forth in this Agreement, the New York Law and other applicable law. A member shall not be personally liable for any indebtedness, liability or obligation of the Company, except that such Member shall remain personally liable for the payment of his or her Capital Contribution and as otherwise set forth in this Agreement, the New York Law and any other applicable law.

8. BOOKS AND RECORDS.


The Members shall cause the Company to keep at its principal office complete and accurate books and records, reports and accounts pertaining to and reflecting the business and affairs of the Company, including all transactions involving the Company and minutes of all proceedings and all other consents and approvals of the Members. The books and records of the Company shall include, but not be limited to, (i) a current list of the full names, in alphabetical order, and last known business or residence addresses of each Member, along with the date upon which each Member became a Member, (ii) a copy of the Articles and any amendments thereto, (iii) a copy of this Agreement and any amendments hereto, (iv) executed copies of any written
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powers of attorney pursuant to which the Articles, this Agreement or any amendments thereto or hereto have been executed, (v) copies of the Company's federal, state and local income tax returns and reports for the three most recent years, (vi) copies of the financial statements of the Company for the three most recent years; (vii) a list of (A) the amount of cash, and a description and statement of the agreed value of any property or services, contributed or agreed to be contributed by each Member, (B) each time at which and each event upon which any additional Capital Contributions are to be made; (C) any right of the Company to make to a Member, or of a Member to receive, any distribution that includes a return of all or any part of his Capital Contribution, (D) each event upon the occurrence of which the Company is to be dissolved and its affairs wound up, and (viii) such other information regarding the affairs or status of the financial and business condition of the Company as the Members deem just and reasonable.

8.2. Members' Inspection Rights.

Subject to the provisions of Section 8.3 hereof, each Member or his duly authorized agent or attorney shall have the right, at reasonable times during ordinary business hours, upon reasonable written demand stating a specific purpose reasonably related to his Membership Interest, to either of the following, at the Member's sole discretion: (i) to examine and make copies of or abstracts from the books and records of the Company, at the requesting Member's expense, or (ii) to receive true and accurate copies of documents responsive to such a request, at the Company's expense.

8.3. Confidentiality.

Notwithstanding any other provision of this Agreement to the contrary, the Company shall have the right to keep confidential from the Members, for the period of time that the Members deem reasonable, any information (i) that the Members reasonably considers to be in the nature of trade secrets, (ii) the disclosure of which the Members in good faith reasonably believes is not in the best interests of the Company or could damage the Company or its business, or (iii) that the Company is required by law or by agreement with a third party to keep confidential.

8.4. Reports and Tax Information.

(a) Annual Reports. Within ninety (90) days after the end of each Fiscal Year, the Members shall cause to be prepared and delivered to each Member financial statements of the Company consisting of a balance sheet as of the end of such Fiscal Year, a statement of income or loss for such Fiscal Year, a statement of the Member's Capital Account as of the end of, and changes therein for, such Fiscal Year, and a statement of cash flow for the Fiscal Year. Except as provided in clause (b) below, such financial statements need not be audited by independent public accountants, but shall be prepared in accordance with generally accepted accounting principles and certified to by the Company as fairly and accurately representing in all material respects the financial condition and results of operations of the Company in accordance with the Company's system of accounting.
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(b) **Member's Right to Require Audit.** Any one or more of the Members shall at any time have the right, by giving written notice to the Company, to require the financial statements of the Company to be audited by a certified public accounting firm selected by the Members. If the request is made by a Majority in Interest of the Members, the expense of the audit shall be borne by the Company; otherwise, the Member or Members requesting the audit shall bear the expense of such audit.

(c) **Additional Reports.** The Members may also cause to be prepared on behalf of the Company such other reports as they may deem appropriate and shall furnish to any Member such additional information as such Member may reasonably request for the purpose of enabling the Member to comply in a timely manner with any reporting or filing requirements imposed by law. The Company shall bear the costs of furnishing all such information and reports to the Members.

(d) **Tax Information.** Within ninety (90) days after the end of each Fiscal Year, the Members shall also cause to be prepared and delivered to each Member, and to each other Person who was at any time during such Fiscal Year a Member or a transferee of a Membership Interest who was not admitted as a Substitute Member, the Person’s Schedule K-1 (Form 1065), and all other information reasonably necessary for the preparation of such Person’s federal, state and local tax returns.

8.5. **Accounting Matters.**

(a) **Fiscal Year.** The Fiscal Year of the Company shall be the calendar year.

(b) **Cash [Accrual] Method.** The accounting books and records of the Company shall be kept on a cash [accrual] basis [selected by the Members].

8.6. **Accounts.**

The Members shall establish and/or maintain one or more bank and investment accounts in the Company’s name for the funds of the Company. The Members shall determine the institution or institutions at which the accounts will be established and maintained, the number and types of accounts, and the Persons who will have depositing and drawing authority with respect to such accounts.

9. **TAXES.**

9.1. **Tax Returns.**

The Members shall cause all federal, state and local tax returns of the Company to be prepared and timely filed at the sole expense of the Company.

9.2. **Tax Matters Partner.**

A Majority in Interest of the Members shall designate one Member as the “tax matters partner” of the Company, as such term is defined under the Code, and the tax matters partner, as
such, shall have all of the rights, powers, responsibilities and obligations given to a tax matters partner under the Code, including but not limited to representing the Company and the Members before taxing authorities and courts in tax matters affecting the Company or Members in their capacities as Members, and shall provide prompt notice to each Member of the commencement of any governmental, administrative or judicial proceedings, involving any significant Company tax matters that may come to his attention, and keep the Members informed of any material development involved in the proceedings or matters. Notwithstanding the foregoing, the tax matters partner shall not enter into any settlement agreement or otherwise settle any dispute with the Internal Revenue Service or any other taxing authority affecting the tax treatment of Company items without the approval of a Majority in Interest of the Members. The Company shall pay and be responsible for any and all reasonable costs and expenses incurred by the tax matters partner in performing his duties as such, including, but not limited to, fees and expenses of counsel, accountants, appraisers and other professionals. In addition, the Company shall indemnify the tax matters partner, with respect to matters relating to serving as the tax matters partner, to the same extent as the Company is allowed to indemnify an indemnitee and advance expenses pursuant to the Act.

9.3. Tax Elections.

The Members shall have the exclusive right, power and authority on behalf of the Company to make any and all elections as to federal, state and local tax matters, permitted under the Code or otherwise, including, without limitation, elections of methods of depreciation and amortization and elections under Code Section 754. The decision to make or revoke an election, and the election itself, shall be in the Members’ sole and absolute discretion.

10. TRANSFERS OF MEMBERSHIP INTERESTS AND WITHDRAWALS OF MEMBERS.

10.1. Restrictions on Transfers of Membership Interests.

Except as otherwise provided in this Article 10, no Transfer of all or any portion of a Membership Interest or subsequent admission of a transferee as a Member of the Company shall be permitted under this Agreement without the prior written consent of all of the Members, which consent may be granted or withheld in the sole discretion of the Members.

10.2. Right of First Refusal.

A Member, during his or her lifetime, shall not sell, assign, pledge, or otherwise transfer or encumber in any manner or by any means whatsoever (either involuntary or voluntary, by operation of law or otherwise) all or any part of his or her Membership Interests without first providing written notice to the other Members. If a Member desires to sell any part or all of his or her Membership Interest (the “Selling Member”) such Selling Member shall first provide to the other Members a bona fide written offer by a third party (the “Third Party”) to purchase the Membership Interest which Selling Member wishes to accept. The other Members thereupon shall have the right, but not the obligation, to purchase all, but not less than all, of such Membership Interest of Selling Member. The terms for the purchase of such Membership Interest hereunder shall be transferred for the lesser of (i) the price set forth in paragraph ___ of
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this Agreement or (ii) the terms as set forth in the bona fide offer of the Third Party. Any election to purchase hereunder shall reflect the terms upon which the purchaser has elected to purchase the Membership Interest. If the other Member wishes to exercise his right to purchase, he must give written notice of his intent to exercise the right within thirty (30) days after receiving the bona fide offer from [Selling Member]. If the [other Member] does not exercise his rights to purchase, [Selling Member] may transfer such Membership Interest to the Third Party pursuant to the terms of the original offer, subject to the requirement that any transferee sign the written undertaking set forth in Section 10.14.

If Member does not sell all of its Membership Interest so offered within ninety (90) days (commencing on the date upon which Member had given notification to Member of its desire to sell such Membership Interest), then such Membership Interest previously released hereunder and still owned by Member shall again become subject to the terms and conditions of this Agreement.

10.3. Drag Along Rights.

In the event that a Member ("Majority Member") holding a majority of all outstanding Percentage Interests of the Company desires to sell all of his Membership Interest in the Company and the other Members do not exercise their rights under Section 10.2, then such Majority Member will include the Membership Interest in the Company owned by any other Members in such sale, and such other Members agree to sell all of their Membership Interest upon the same price and terms as the Majority Member is selling his Membership Interest.

10.4. Death of a Member.

Upon the death of a Member (the "Deceased Member"), the Company shall be obligated to purchase from the legally qualified personal representative of such Deceased Member (the "Personal Representative") the entire Membership Interest in the Company owned by the Deceased Member at the time of his death, and the Personal Representative shall be obligated to sell such Membership Interest to the Company.

The closing date for the purchase of such Membership Interest shall occur within one hundred twenty (120) days after the appointment of the Personal Representative. The purchase price and method of payment for the Membership Interest of a Deceased Member will be determined in the manner set forth in Sections 10.7 and 10.8 below.

10.5. Termination of Activity.

In the event any Member ("Terminated Member") is no longer providing services or actively participating in the business of the Company, for any reason other than death or Disability, then such Terminated Member shall be obligated to sell said Membership Interest to the Company or its designee and the Company at its option may purchase such Membership Interest. The purchase price and method of payment will be determined in the manner set forth in Sections 10.7 and 10.8 below.
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10.6. Disability of a Member.

Upon the Disability of a Member (the "Disabled Member"), the Company shall be obligated to purchase from the Disabled Member the entire Membership Interest in the Company owned by the Disabled Member, and the Disabled Member shall be obligated to sell such Membership Interest to the Company. The closing date for the purchase of such Membership Interest shall occur within sixty (60) days of a determination of a Member's Disability. The purchase price and method of payment shall be determined in the manner set forth in Sections 10.7 and 10.8 below.

A Member shall be deemed to be Disabled or have a Disability upon certification to the Company by a physician designated or approved by a Majority in Interest of the Members, that such Member is so mentally or physically disabled as to be wholly incapable of engaging full-time in his occupation or in any other occupation reasonably suited to him, considering his education, training and experience, and that such Disability is likely to be permanent. If the Members are unable to agree on a single physician to make the Disability determination, each Member shall appoint a physician. The physicians so selected shall then appoint one physician who shall make the Disability determination which shall be conclusive and binding on the parties.

10.7. Determination of Purchase Price.

In the event the Company or Member purchases a Member's entire Membership Interest in the Company pursuant to Sections 10.4, 10.5 or 10.6 above, the purchase price shall be determined as follows:

(a) The purchase price for any purchase pursuant to Sections 10.4, 10.5 or 10.6 shall be the selling Member's Percentage Interest multiplied by the Company value (the "Company Value"). The Company Value shall be equal to the greater of the Minimum Value or the Formula Price as set forth below:

(i) Minimum Value. The parties have agreed that the value of the Company shall be an amount equal to at least the initial Capital Contributions of the Members ("Minimum Value"); or

(ii) Formula Price. In the alternative, the value of the Company shall be equal to the sum of the following ("Formula Price"): 

(A) Book Value of the Company, plus

(B) Excess Earnings Value of the Company.

(iii) Book Value of the Company. The Book Value of the Company shall be determined as of the end of the most recent month prior to the occurrence of the triggering event. The term Book Value as used in this Agreement shall mean the book value of the Membership Interests, as of the applicable date, as determined by the then certified public accountant or public accountant servicing the
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Company. Such determination shall be made in accordance with sound accounting practice and shall be consistent with those customary and accepted accounting practices previously followed by the Company immediately prior to the applicable date. Such determination, when made and delivered in writing to the Company, shall be binding on all parties under this Agreement. Notwithstanding the foregoing, the following rules shall be adopted in determining Book Value:

(A) No allowance of any kind shall be made for trade names, goodwill or any similar intangible asset;

(B) All fixed assets shall be taken at the net depreciated value and according to the depreciation method currently used for and by the Company;

(C) Life insurance owned by the Company and payable to the Company as beneficiary shall be valued at its then cash surrender value as of the applicable valuation date; and

(D) Accounts receivable shall be included in the calculation of Book Value.

(iv) **Excess Earnings Value of the Company.** A determination of the Excess Earnings Value of the Company shall consist of the following five steps ("Excess Earnings Value"):

(A) **Step 1.** The Company shall first determine the Book Value of the Company as set forth in Section 10.7(b)(iii), above.

(B) **Step 2.** The Company shall then determine a weighted average pre-tax operating income of the Company for each of the past 12 operating quarters of the Company (or as many quarters as the Company has been in business), with the most recent four quarters given a weighting factor of three, the next four quarters a weighting factor of two, and the next preceding four quarters a weighting factor of one.

(C) **Step 3.** The Company shall then determine the Excess Earnings ("Excess Earnings") of the Company by deducting from Step #2 an amount equal to 10% of the Book Value of the Company as determined above. For example, if Book Value of the Company were $200,000, 10% of such Book Value would be $20,000. If the weighted average pre-tax operating income of the Company determined in Step #2 were $50,000, the Excess Earnings would be $30,000 ($50,000 minus $20,000).

(D) **Step 4.** The Excess Earnings shall be capitalized at a capitalization rate of 16 2/3% (six times such Excess Earnings). In the above example, if the Excess Earnings were $30,000, the capitalization of Excess Earnings, or the Excess Earnings Value of the Company, would be $180,000 (six times $30,000).
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(E) **Step 5.** The value of the business would be equal to the sum of Step #1 and Step #4. In the above example, assuming a Book Value of $200,000 and assuming an Excess Earnings Value to the Company of $180,000, the Formula Price of the Company would be $380,000. If a Member had a 5% Membership Interest in the Company, the 5% Membership Interest would then have a value of $19,000.

**10.8. Method of Payment of Purchase Price.**

If the Company or Members purchases a Member’s Membership Interest pursuant to Sections 10.4, 10.5 or 10.6 above, the selling Member or his Personal Representative shall transfer such Membership Interest to the Company or Member, as the case may be, at the time of the closing. Unless otherwise agreed to in writing by the parties, the purchase price shall be paid as follows: The purchase price shall be evidenced by the Company’s or Member’s, as the case may be, cognovit promissory note to the selling Member, the Disabled Member or the Personal Representative of the Deceased Member or the successor to the terminated Member, as the case may be. Such note shall have a face value equal to the purchase price, and shall be payable over a period of five (5) years in equal monthly installments of principal plus accrued interest on the unpaid balance beginning one month from the closing date. The note shall bear interest at the then Applicable Federal Rate. If the Company or Member, as the case may be, defaults for sixty (60) days or more in making the payments, the due dates for the entire amounts remaining unpaid shall be accelerated. Such note shall permit prepayment without penalty of all or any part of such principal.

**10.9. Insurance Policies.**

The Company may acquire insurance policies on the life of a Member, for key man or other Company business purposes, or to assist in funding the obligations of the Company under this Agreement. The Company shall be entitled to exercise all rights of ownership as to such insurance policies and shall be the absolute owner of such policies. If the Company decides to purchase insurance policies on the life of a Member, then such Member shall do the things as are necessary to assist the Company to purchase the insurance upon the life of such Member.

In the event a Member’s Membership Interest is repurchased hereunder prior to death and so long as there remains any balance of the purchase price due and owing, the Company agrees to continue in force all life insurance policies upon the life of such Member, which policies shall provide for notice to such Member prior to cancellation or termination for nonpayment or otherwise. In the event the Company wishes to cancel or surrender any such policy(s), the Member shall have the option to purchase such policy or policies at the then cash surrender value.

**10.10. Effect of Transfer in Compliance.**

(a) Upon compliance with the terms and conditions of this Article 10, a Transfer of all or any portion of a Membership Interest shall be permitted under this Agreement, shall be recognized by and binding upon the Company and the other Members, and shall not cause the dissolution, termination or winding up of the Company.
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(b) A Member who shall Transfer all of such Member’s Membership Interest in accordance with this Article 10 shall cease to be a Member of the Company, and shall no longer have any rights or privileges of a Member except that, unless and until the transferee of such Member is admitted to the Company as a Substitute Member in accordance with Section 10.14 hereof, such transferring Member shall retain all the liabilities and obligations of such Member under this Agreement.

10.11. Effect of Transfers Not in Compliance.

Any purported Transfer of a Membership Interest that is not made in compliance with the provisions of this Article 10 shall be invalid, null and void and of no force or effect whatsoever and shall not be recognized by the Company; provided, however, that if the Company is required to recognize a Transfer that is not in compliance with this Article 10 (or if the Company, in its sole discretion, elects to recognize a Transfer that is not in compliance with this Article 10), then the Membership Interest transferred shall be strictly limited to the transferor’s rights to allocations and distributions as provided by this Agreement with respect to the transferred Membership Interest, which allocations and distributions may be applied (without limiting any other legal or equitable rights of the Company) to satisfy any debts, obligations or liabilities for damages that the transferor or transferee of such Membership Interest may have to the Company. A Member attempting to make a Transfer not in compliance with this Article 10, notwithstanding any agreement or understanding he had with any such attempted transferee, shall retain all rights and obligations he had with respect to the Membership Interest prior to the purported Transfer.

10.12. Expenses of Transfer.

In the case of a Transfer or attempted Transfer of all or any portion of a Membership Interest, the Member effecting or attempting to effect such Transfer shall pay or reimburse and indemnify and hold harmless the Company and the other Members from all costs, expenses, liabilities and damages that any of such indemnified Persons incur (including, without limitation, incremental tax liabilities and attorneys' fees and expenses) as a result of or in connection with such Transfer or attempted Transfer and efforts to enforce the indemnity granted hereby.

10.13. Reasonableness of Restrictions on Transfer.

Each Member, by executing this Agreement and becoming a Member, acknowledges and agrees that the restrictions on Transfers of Membership Interests set forth in this Article 10 are reasonable in view of the purposes of the Company and this Agreement and the relationship of the Members, and are not more restrictive than necessary to accomplish those purposes.

10.14. Admission of Transferees as Substitute Members.

(a) Notwithstanding any provision of this Agreement to the contrary, no transferee shall have the right to become a Substitute Member upon the Transfer of all or any part of a Membership Interest from a Member, unless the conditions of Sections 10.1 through 10.12 hereof and all of the following additional conditions have been satisfied:
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(i) the transferor has given in writing the transferee the right to become a Substitute Member;

(ii) the transferee has become a party to this Agreement as a Member, and has executed such documents and instruments as the Company has reasonably requested as may be necessary or appropriate (including, without limitation, representations regarding suitability) to confirm such transferee as a Substitute Member of the Company and such transferee's agreement to be bound by all the terms and conditions hereof;

(iii) the transferee has paid or reimbursed the Company for all reasonable legal, filing and other costs that the Company incurred in connection with the admission of the transferee as a Substitute Member; and

(iv) A Majority in Interest of the non-transferring Members' consent in writing to the admission of the transferee as a Substitute Member, which consent shall be granted or withheld in the sole discretion of the Members.

(b) Upon the satisfaction of all of the conditions of this Section 10.14(a), the transferee shall thereupon become a Substitute Member of the Company ("Substitute Member"), and become subject to and bound by all of the rights and obligations of a Member hereunder. If so admitted, the Substitute Member shall have all the rights and powers and will be subject to all the restrictions and liabilities of the Member who originally assigned the Membership Interest of the Company. The admission of a Substitute Member shall not release any Member who previously assigned the Membership Interest from liability to the Company that may have existed prior to such substitution.

(c) This Agreement shall constitute the continuing, specific and express written consent of all Members to the admission of any Person as a Substitute Member pursuant to a Transfer effected in accordance with the provisions of this Section 10.14.

(d) The Company shall have the right, power and authority to amend this Agreement and Schedule I hereto as necessary to reflect the admission of a Substitute Member.

10.15. Obligations and Rights of Transferees.

A Transferee of a Membership Interest as a result of a Transfer that is effected in compliance with this Article 10 who is not admitted as a Substitute Member pursuant to Section 10.14 shall (unless the express terms of the Transfer otherwise provide) be deemed to have had assigned to him, and shall be entitled to receive, distributions from the Company and allocations of profits and losses (and items comprising profits and losses) of the Company attributable to the Membership Interest assigned to such transferee, but (irrespective of the terms of the Transfer) shall have no right to (i) become a Member, (ii) vote such Membership Interest with respect to any matter submitted to the Members for a vote, (iii) exercise any rights of a Member under the Act or this Agreement (including but not limited to access to information and to receipt of reports) other than those set forth in this Section 10.15, or (iv) act as an agent of the Company, the Members or any Member. A transferee of a Membership Interest who is not admitted as a
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Substitute Member pursuant to Section 10.14 hereof, whether or not he has accepted in writing the terms and conditions of this Agreement and assumed in writing the obligations of the transferor, shall be deemed, by acquisition of such Membership Interest, to have agreed to be subject to and bound by all the terms and conditions of this Agreement with the same effect as the transferor of such Membership Interest and, if such transferee desires to transfer such Interests, such transferee shall be subject to all the provisions of this Article 10 to the same extent and in the same manner as any Member desiring transfer of his Membership Interest. No such Transfer shall release the transferor of his obligations and duties under this Agreement.

10.16. Distributions and Allocations in Respect of Transferred Membership Interests.

In the event of the Transfer of any Membership Interest during any Fiscal Year of the Company in compliance with the provisions of this Article 10, profits, losses, each item thereof, and all other items attributable to the transferred Membership interest for such Fiscal Year shall be divided and allocated between the transferor and the transferee by taking into account their varying Membership Interests during the Fiscal Year in accordance with Code Section 706(d), using any conventions permitted by law and selected by the Members. All distributions made on or before ten (10) business days following the date the Members receives written notice of such Transfer shall be made to the transferor, and all distributions made thereafter shall be made to the transferee. Solely for purposes of making such allocations and distributions, the Company shall recognize such Transfer not later than the end of the calendar month during which it is given notice of such Transfer; provided, however, that if the Company is given notice of a Transfer at least ten (10) business days prior to the Transfer, then the Company shall recognize such Transfer as the date of such Transfer, and provided further that if the Company does not receive a notice stating the date such Membership Interest was transferred and such other information as the Members may reasonably require within thirty (30) days after the end of the Fiscal Year during which the Transfer occurs, then all such items shall be allocated, and all distributions shall be made, to the Person who, according to the books and records of the Company, was the owner of the Membership Interest on the last day of the Fiscal Year during which the Transfer occurs. No Member shall incur any liability for making allocations and distributions in accordance with the provisions of this Section 10.16, whether or not the Company or the Member has knowledge of any Transfer of a Membership Interest.

10.17. Withdrawal by a Member.

[A Member may not voluntarily withdraw from the Company] In the event of any involuntary withdrawal of a Member that results in a transfer of the entire Membership Interest of such Member to another Person, such transferee shall not become a Member, but shall have only the rights provided in the Act.
11. DISSOLUTION AND WINDING UP.

11.1. Dissolution Events.

The Company shall be dissolved and shall commence winding up its business and affairs only upon the occurrence of the earliest of the following events ("Dissolution Events"): 

(a) The expiration of the term of the Company as set forth in this Agreement;
(b) The unanimous written agreement of all Members to dissolve the Company;
(c) The entry of a decree of judicial dissolution of the Company;
(d) Any event which causes the number of Members to be less than the number required by the Act;
(e) The sale or other disposition of all or substantially all of the assets of the Company, unless a Majority in Interest of the Members determine in their sole discretion that it is in the best interests of the Company not to dissolve at such time; or
(f) The happening of any other event that makes it unlawful, impossible or impractical to carry on the business of the Company.

The withdrawal of a Member is not a Dissolution Event and the remaining Members are authorized to continue the business of the Company after such withdrawal.

The Members hereby agree that, notwithstanding any provision of the Act to the contrary, the Company shall not dissolve prior to the occurrence of a Dissolution Event. If it is determined, by a court of competent jurisdiction, that the Company has dissolved prior to the occurrence of a Dissolution Event, then the Members hereby agree to continue the business of the Company without winding up its affairs or liquidating its assets.

11.2. Winding Up and Liquidation.

(a) Upon the occurrence of a Dissolution Event, the Company shall continue solely for the purposes of winding up its affairs in an orderly manner, liquidating assets, and satisfying the claims of its creditors and Members. Neither the Company nor any Member shall take any action that is inconsistent with, or not necessary to or appropriate for, the winding up of the Company's business and affairs. One or more liquidating trustees (who may be a Member) selected by a Majority in Interest of the Members shall be responsible for overseeing the winding up and liquidation of the Company and shall cause the Company to pay, satisfy, discharge or make provision for payment out of Company funds for all debts, liabilities and obligations of the Company, actual or contingent, and all expenses of liquidation. A liquidating trustee appointed by the Members may (in the sole discretion of the Members and subject to applicable laws) receive compensation for any services performed pursuant to this Article 11. The Company’s affairs shall be wound up and the Company’s property shall be liquidated as promptly as is consistent with obtaining the
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fair value thereof, and the proceeds therefrom, to the extent sufficient therefore, shall be applied and distributed in the following order:

(i) First, to the extent permitted by law, to the creditors of the Company, including Members that are creditors, in payment and satisfaction of all the debts, liabilities and obligations of the Company (other than liabilities for distributions to Members);

(ii) Second, except as otherwise provided in this Agreement, to Members and former Members in satisfaction of liabilities for distributions to such Persons; and

(iii) The balance, if any, to Members in proportion to and to the extent of their positive Capital Account balances.

(b) For purposes of the liquidation of Company assets, the discharge of its liabilities and the distribution of the remaining funds and/or assets among the Members as above described, the trustee shall have the authority on behalf of the Company to sell, convey, exchange or otherwise transfer the assets of the Company on such terms and conditions as he determines appropriate, subject to the terms of this Agreement. In the event that any Company property is not or cannot or should not be sold, in the sole discretion of the trustee, so that distributions in kind to the Members are appropriate or necessary, or the Members desires to purchase any Company assets, the trustee shall cause such Company assets to be appraised by a qualified appraiser. The Members shall have the right and authority to purchase any Company assets at their appraised value, provided such appraisal was made by a Person who was not an Affiliate of the Members. Any excess of fair market value, as evidenced by such appraisal, over book value of any Company assets and any excess of book value over such fair market value of any Company assets shall be deemed gains or losses of the Company, as the case may be, and subject to the provisions of Article 4. The trustee is authorized to distribute assets in kind to the Members even if the percentage of the asset so distributed to any Member is greater or less than the percentage in which the Member shares in distributions. A reasonable time shall be allowed for the orderly liquidation of the assets of the Company and the discharge of liability to creditors such as to enable the Members to minimize losses during the liquidation period, and the trustee is authorized to continue the business of the Company, in its discretion for such time as is necessary to maximize its value as a going concern for eventual sale. Any return of all or any portion of the Capital Contributions by a Member to the capital of the Company shall be made solely from or out of Company assets.

(c) Notwithstanding the provisions of Section 11.2(a), the trustee shall have the right, in his reasonable discretion, to retain such amount as he deems necessary as a reserve for any contingent liability or obligations of the Company, which reserves, after the passage of a reasonable period of time, shall be distributed pursuant to the provisions of this Section 11.2.
11.3. Notice of Dissolution, Final Accounting.

In the event a Dissolution Event occurs, the trustee shall provide written notice thereof to each Member and each known transferee of a Membership Interest and to each known creditor of and claimant against the Company, and each other party with whom the Company regularly conducts business (as determined in the discretion of the Members). Within 90 days after the occurrence of a Dissolution Event, the trustee shall provide a statement to each Member setting forth the assets and liabilities of the Company. Upon dissolution of the Company, a final statement shall be prepared by the Members setting forth the assets and liabilities of the Company and the distribution of cash or property of the Company as prescribed above, and a copy of such statement shall be furnished to each Member within ninety (90) days after completion of winding up of Company business.

11.4. Compliance With Timing Requirements of Regulations.

In the event the Company is “liquidated” within the meaning of Regulation §1.704-1(b)(2)(ii)(g), then distributions shall be made pursuant to this Article 11 to the Members who have positive Capital Accounts in compliance with Regulation §1.704-1(b)(2)(ii)(b)(2). In the discretion of the trustee, a pro rata proportion of the distribution that would otherwise be made to the Members pursuant to this Article 11 may be:

(a) distributed to a trust established for the benefit of the Members for the purposes of liquidating Company assets, collecting amounts owed to the Company, and paying any contingent or unforeseen liabilities or obligations of the Company. The assets of any such trust shall be distributed to the Members from time to time, in the reasonable discretion of the trustee, in the same proportions as the amount distributed to such trust by the Company would otherwise have been distributed to the Members pursuant to this Agreement; or

(b) withheld to provide a reasonable reserve for Company liabilities (contingent or otherwise) and to reflect the unrealized portion of any installment obligations owed to the Company, provided that such withheld amounts shall be distributed to the Members as soon as practicable.

11.5. Deemed Distribution and Recontribition.

Notwithstanding any other provision of this Article 11, in the event the Company is “liquidated” within the meaning of Regulation §1.704-1(b)(2)(ii)(g) but no Dissolution Event has occurred, then the Company shall not be liquidated, the Company's liabilities shall not be paid or discharged, and the Company's affairs shall not be wound up. Instead, the Company shall be deemed to have distributed its property in kind to the Members, who shall be deemed to have assumed and taken subject to all Company liabilities, all in accordance with their respective Capital Accounts. Immediately thereafter, the Members shall be deemed to have recontributed the property in kind to the Company, which shall be deemed to have assumed and taken subject to all such liabilities.
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11.6. Rights and Obligations of Members.

Except as otherwise provided in this Agreement, the Members shall look solely to the assets of the Company for the return of their Capital Contributions and shall have no right or power to demand or receive property, other than cash from the Company, in return for their Capital Contributions.

12. MISCELLANEOUS.


Each Member hereby irrevocably makes, constitutes and appoints the other Members as his true and lawful attorneys-in-fact, granting unto such attorneys-in-fact full power and authority for him and in his name, place and stead, from time to time, to make, execute, sign, acknowledge, certify, swear to, verify, deliver, file and record: (i) Articles or one or more amended Articles or amendments to the Articles approved as provided in this Agreement; (ii) all instruments which evidence an amendment to this Agreement pursuant to the terms of this Agreement (whether or not such Member voted in favor of or otherwise approved such action); (iii) all documents which may be required to effect the dissolution and winding up of the Company and the cancellation of its Articles under the terms of this Agreement; (iv) all fictitious, trade or assumed name certificates required or permitted to be filed on behalf of the Company, (v) all certificates, forms, reports and other instruments necessary in order for the Company to be qualified, registered or licensed as a foreign limited liability company in any jurisdiction outside New York in the discretion of the Members; (vi) all documents necessary to reflect the admission, substitution, removal, withdrawal or termination of any Person as a Member in the Company in accordance with this Agreement; and (vii) all other documents, certificates and instruments which may be required or permitted by law to be filed on behalf of the Company or which the Members deem to be necessary to file and which are not inconsistent with this Agreement. The foregoing is a special and durable power of attorney coupled with an interest and (a) shall be irrevocable and survive the withdrawal of a Member from the Company and the Transfer of all or any portion of his Membership Interest, and (b) shall survive and not be affected by the death, disability, withdrawal, bankruptcy, insolvency, merger, consolidation, reorganization, dissolution or receivership of a Member.

12.2. Amendments.

(a) This Agreement may only be amended or modified upon the consent of a Majority in Interest of the Members (except that amendments of provisions relating to a specified percentage vote must be approved by that percentage vote). Upon the approval of an amendment, all Members shall be deemed to have consented to the amendment, except as provided below.

(b) Notwithstanding any provision of this Agreement to the contrary, this Agreement shall not be amended without the consent of each Member adversely affected if such amendment would (i) adversely affect the federal income tax treatment to be afforded a Member, (ii) increase or modify the liabilities or obligations of a Member or create an obligation by a Member to contribute additional funds or to loan funds or guarantee loans
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to the Company, or (iii) alter the method of determining, allocating or distributing the Company's profits, losses, Net Cash Flow or other items of like tenor. Notwithstanding any provision of this Agreement to the contrary, amendments to this Agreement which, in the opinion of counsel for the Company, are necessary to maintain the status of the Company as a "partnership" for federal or state tax law purposes, or to comply with subchapter K of the Code, may be made by the [Majority in Interest of the Members/tax matters partner] without the necessity of the consent of any of the Members.

12.3. Non-Disclosure.

The Members recognize and acknowledge that the Members will have access to trade secrets and other confidential information of the Company and that such trade secrets and confidential information constitute valuable, special and unique property of the Company. Each Member agrees not to communicate or otherwise divulge to, or use for the benefit of, anyone other than the Company, either during or after Member's association with the Company, any trade secrets or confidential information of the Company. It is understood and agreed that this restriction against disclosure will survive the termination of this Agreement and will last as long as all or any part of the trade secret or confidential information continues to have value to the Company and has not become generally known to the public.


This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to any conflict of laws, rule or principle that might require the governance or the construction of this Agreement under the laws of another jurisdiction. In the event of a direct conflict between any provision of this Agreement and (a) any provision of the Articles, or (b) any mandatory provision of the Act or (to the extent such statutes are incorporated into the Act) the statutes of New York, the applicable provision of the Articles, the Act or the statutes of New York, as the case may be, shall control.

12.5. Jurisdiction and Venue.

Any suit involving any dispute or matter arising under this Agreement may be brought in the courts of the State of New York, Monroe County, or such other county where the Company may relocate its principal place of business. Each member hereby irrevocably consents to the exercise of personal jurisdiction by any such court with respect to such proceedings.


Except as otherwise expressly set forth in this Agreement, all notices, demands, requests, approvals, consents, waivers or other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given: (a) upon receipt, if delivered personally or if transmitted by facsimile transmission (if transmission is confirmed in writing); (b) one business day after being delivered to a reputable overnight courier service, if properly marked for next day delivery; and (c) three business days after being mailed if sent by registered or certified mail, return receipt requested, postage prepaid, to the address set forth below:
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If to the Company, to the address set forth in Section 2.4 hereof or such other address as the Company shall have notified the Members.

If to a Member, to the address of such Member as set forth on the books and records of the Company.

12.7. Binding Effect.

Except as otherwise provided in this Agreement, this Agreement shall be binding upon and inure to the benefit of the Members and their respective heirs, legatees, legal representatives, successors and permitted assigns and transferees.


Section and other headings contained in this Agreement are for convenience of reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

12.9. Severability.

Each provision of this Agreement is intended to be severable from each other provision, so that if any term or provision hereof is illegal, invalid or unenforceable for any reason whatsoever, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of the remainder of this Agreement, which shall remain in full force and effect.

Alternative: [Arbitration. In the event of any dispute under this Agreement, such dispute shall be settled by arbitration in [Rochester, New York] in accordance with the then prevailing rules of the American Arbitration Association for commercial disputes; and judgment upon the award rendered may be entered in any court having jurisdiction thereof. The arbitrator shall have the power only to interpret and apply this Agreement, and shall have no power to alter or modify any express provisions of this Agreement or to make any award which by its terms affects any such alteration or modification.]

12.10. Further Assurances.

Each Member, upon the request of the Members, shall execute, acknowledge, deliver and/or file such additional certificates, documents and instruments and shall perform such additional acts as the Members deems reasonably necessary or appropriate for the Company to carry out its purposes or the provisions of this Agreement or to comply with applicable laws, rules and regulations.

12.11. Specific Performance.

Each Member agrees with the other Members that the Members would be irreparably damaged if any of the provisions of this Agreement are not performed in accordance with their
specific terms and that monetary damages would not provide an adequate remedy in such event. Accordingly, the Members agree that, in addition to any other remedy to which the nonbreaching Members may be entitled, at law or in equity, the nonbreaching Members shall be entitled to temporary, preliminary and/or permanent injunctive relief to prevent actual or threatened breaches of the provisions of this Agreement and specifically to enforce the terms and provisions hereof.


The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.


No Member or any successor-in-interest to any Member shall have the right while this Agreement remains in effect to have the assets or properties of the Company partitioned, or to file a complaint or institute any proceeding at law or in equity to have the property of the Company partitioned, and each Member, on behalf of itself, his successors, representatives, heirs and assigns, hereby irrevocably waives any such right.


A waiver or consent, express or implied, of or to any breach or default by any Person in the performance by that Person of his obligations hereunder is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person hereunder. Failure on the part of any Person to seek redress for any violation of or to insist upon strict adherence to any term or condition of this Agreement or to declare any Person in default, irrespective of how long such failure continues, does not constitute a waiver by that Person of his rights with respect to that or any subsequent breach or default.

12.15. No Third Party Beneficiaries.

This Agreement is entered into among the Members for the exclusive benefit of the Company, its Members and their successors and permitted assignees. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other Person. Except and only to the extent provided by applicable law, no creditor or third party shall have any rights under this Agreement or any agreement between the Company and any Member with respect to any Capital Contribution or otherwise.

12.16. Entire Agreement.

Except as otherwise provided herein, this Agreement constitutes the entire agreement and understanding of the Members relating to affairs of the Company and the conduct of its business and supersedes all prior agreements and understandings, whether oral or written, with respect thereto.
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This Agreement may be executed in any number of counterparts, including counterparts signed by less than all of the parties hereto, each of which shall be deemed an original and all of which, when taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Operating Agreement as of the date first set forth above.

MEMBERS:

Michael Madden

Jessica Atwal

Ephraim Atwal
AMARJIT S. ATWAL, MD, PC
BY-LAWS

OF

AMARJIT S. ATWAL, M.D., P.C.

ARTICLE I - OFFICES

The office of the Corporation shall be located in the City, County and State designated in the Certificate of Incorporation. The Corporation may also maintain offices at such other places within or without the United States as the Board of Directors may, from time to time, determine.

ARTICLE II - MEETING OF SHAREHOLDERS

Section 1 - Qualifications:

Each shareholder shall be authorized by law to practice in this State the profession which the Corporation is authorized to practice and each shareholder shall be or shall have been engaged in the practice of such profession in the Corporation or a predecessor entity, except as otherwise provided for by these By-Laws.

Section 2 - Annual Meetings:

The annual meeting of the shareholders of the Corporation shall be held within five months after the close of the fiscal year of the Corporation, for the purpose of electing directors, and transacting such other business as may properly come before the meeting.

Section 3 - Special Meetings:

Special meetings of the shareholders may be called at any time by the Board of Directors or by the President, and shall be called by the President or the Secretary at the written request of the holders of ten per cent (10%) of the shares then outstanding and entitled to vote thereat, or as otherwise required under the provisions of the Business Corporation Act.
Section 4 - Place of Meetings:

All meetings of shareholders shall be held at the principal office of the Corporation, or at such other places as within or without the State as shall be designated in the notices or waivers of notice of such meetings.

Section 5 - Notice of Meetings:

(a) Written notice of each meeting of shareholders, whether annual or special, stating the time when and place where it is to be held, shall be served either personally or by mail, not less than ten or more than fifty days before the meeting, upon each shareholder of record entitled to vote at such meeting, and to any other shareholder to whom the giving of notice may be required by law. Notice of a special meeting shall also state the purpose or purposes for which the meeting is called, and shall indicate that it is being issued by, or at the direction of, the person or persons calling the meeting. If, at any meeting, action is proposed to be taken that would, if taken, entitle shareholders to receive payment for their shares pursuant to the Business Corporation Law, the notice of such meeting shall include a statement of that purpose and to that effect. If mailed, such notice shall be directed to each such shareholder at his address, as it appears on the records of the shareholders of the Corporation, unless he shall have previously filed with the Secretary of the Corporation a written request that notices intended for him be mailed to some other address, in which case, it shall be mailed to the address designated in such request.

(b) Notice of any meeting need not be given to any person who may become a shareholder of record after the mailing of such notice and prior to the meeting, or to any shareholder who attends such meeting, in person or by proxy, or to any shareholder who, in person or by proxy, submits a signed waiver of notice either before or after such meeting. Notice of any adjourned meeting of shareholders need not be given, unless otherwise required by statute.

Section 6 - Quorum:

(a) Except as otherwise provided herein, or by statute, or in the Certificate of
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Incorporation (such Certificate and any amendments thereof being hereinafter collectively referred to as the "Certificate of Incorporation"), at all meetings of shareholders of the Corporation, the presence at the commencement of such meetings in person or by proxy of shareholders holding of record a majority of the total number of shares of the Corporation then issued and outstanding and entitled to vote, shall be necessary and sufficient to constitute a quorum for the transaction of any business. The withdrawal of any shareholder after the commencement of a meeting shall have no effect on the existence of a quorum, after a quorum has been established at such meeting.

(b) Despite the absence of a quorum at any annual or special meeting of shareholders, the shareholders, by a majority of the votes cast by the holders of shares entitled to vote thereon, may adjourn the meeting. At any such adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally called if a quorum had been present.

Section 7 - Voting:

(a) Except as otherwise provided by statute or by the Certificate of Incorporation, any corporate action, other than the election of directors to be taken by vote of the shareholders, shall be authorized by a majority of votes cast at a meeting of shareholders by the holders of shares entitled to vote thereon.

(b) Except as otherwise provided by statute or by the Certificate of Incorporation, at each meeting of shareholders, each holder of record of stock of the Corporation entitled to vote thereat, shall be entitled to one vote for each share of stock registered in his name on the books of the Corporation.

(c) Each shareholder entitled to vote or to express consent or dissent without a meeting, may do so by proxy; provided, however, that the instrument authorizing such proxy to act shall have been executed in writing by the shareholder himself, or by his attorney-in-fact thereunto duly authorized in writing. No proxy shall be valid after the expiration of eleven months from the date of its execution, unless the persons executing it shall have specified therein the length of time it is to continue in force. Such instrument shall be exhibited to the Secretary at the meeting and shall be filed with the records of the Corporation.
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(d) Any resolution in writing, signed by all of the shareholders entitled to vote thereon, shall be and constitute action by such shareholders to the effect therein expressed, with the same force and effect as if the same had been duly passed by unanimous vote at a duly called meeting of shareholders and such resolution so signed shall be inserted in the Minute Book of the Corporation under its proper date.

ARTICLE III - BOARD OF DIRECTORS

Section 1 - Qualifications:

Each member of the Board of Directors shall be at least 21 years of age and shall be authorized by law to practice in this State the profession which the Corporation is authorized to practice and shall be either a shareholder of the Corporation or engaged in the practice of such profession in the Corporation.

Section 2 - Number, Election and Term of Office:

(a) The number of the directors of the Corporation shall be ( ), unless and until otherwise determined by vote of a majority of the entire Board of Directors. The number of directors shall not be less than three, unless all of the outstanding shares are owned beneficially and of record by less than three shareholders, in which event the number of directors shall not be less than the number of shareholders.

(b) Except as may otherwise be provided herein or in the Certificate of Incorporation, the members of the Board of Directors of the Corporation, shall be elected by a majority of the votes cast at a meeting of shareholders, by the holders of shares entitled to vote in the election.

(c) Each director shall hold office until the annual meeting of the shareholders next succeeding his election, and until his successor is elected and qualified, or until his prior death, resignation or removal.
Section 3 - Duties and Powers:

The Board of Directors shall be responsible for the control and management of the affairs, property and interests of the Corporation, and may exercise all powers of the Corporation, except as are in the Certificate of Incorporation or by statute expressly conferred upon or reserved to the shareholders.

Section 4 - Annual and Regular Meetings; Notice:

(a) A regular annual meeting of the Board of Directors shall be held immediately following the annual meeting of the shareholders, at the place of such annual meeting of shareholders.

(b) The Board of Directors, from time to time, may provide by resolution for the holding of other regular meetings of the Board of Directors, and may fix the time and place thereof.

(c) Notice of any regular meeting of the Board of Directors shall not be required to be given and, if given, need not specify the purpose of the meeting; provided, however, that in case the Board of Directors shall fix or change the time or place of any regular meeting, notice of such action shall be given to each director who shall not have been present at the meeting at which such action was taken within the time limited, and in the manner set forth in paragraph (b) Section 5 of this Article III, with respect to special meetings, unless such notice shall be waived in the manner set forth in paragraph (c) of such Section 5.

Section 5 - Special Meetings; Notice:

(a) Special meetings of the Board of Directors shall be held whenever called by the President or by one of the directors, at such time and place as may be specified in the respective notices or waivers of notice thereof.
(b) Notice of special meetings shall be mailed directly to each director, addressed to him at his residence or usual place of business, at least two (2) days before the day on which the meeting is to be held, or shall be sent to him at such place by telegram, radio, or cable, or shall be delivered to him personally or given to him orally, not later than the day before the day on which the meeting is to be held. A notice, or waiver of notice, except as required by Section 8 of this Article III, need not specify the purpose of the meeting.

(c) Notice of any special meeting shall not be required to be given to any director who shall attend such meeting without protesting prior thereto or at its commencement, the lack of notice to him, or who submits a signed waiver of notice, whether before or after the meeting. Notice of any adjourned meeting shall not be required to be given.

Section 6 - Chairman:

At all meetings of the Board of Directors, the Chairman of the Board, if any and if present, shall preside. If there shall be no Chairman, or he shall be absent, then the President shall preside, and in his absence, a Chairman chosen by the Directors shall preside.

Section 7 - Quorum and Adjournments:

(a) At all meetings of the Board of Directors, the presence of a majority of the entire Board shall be necessary and sufficient to constitute a quorum for the transaction of business, except as otherwise provided by law, by the Certificate of Incorporation, or by these By-Laws.

(b) A majority of the directors present at the time and place of any regular or special meeting, although less than a quorum, may adjourn the same from time to time without notice, until a quorum shall be present.

Section 8 - Manner of Acting:

(a) At all meetings of the Board of Directors, each director present shall have one vote, irrespective of the number of shares of stock, if any, which he may hold.
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(b) Except as otherwise provided by statute, by the Certificate of Incorporation, or by these By-Laws, the action of a majority of the directors present at any meeting at which a quorum is present shall be the act of the Board of Directors. Any action authorized in writing, by all of the directors entitled to vote thereon and filed with the minutes of the Corporation shall be the act of the Board of Directors with the same force and effect as if the same had been passed by unanimous vote at a duly called meeting of the Board.

Section 9 - Vacancies:

Any vacancy in the Board of Directors occurring by reason of an increase in the number of directors, or by reason of the death, resignation, disqualification, removal (unless a vacancy created by the removal of a director by the shareholders shall be filled by the shareholders at the meeting at which the removal was effected) or inability to act of any director, or otherwise, shall be filled for the unexpired portion of the term by a majority vote of the remaining directors, though less than a quorum, at any regular meeting or special meeting of the Board of Directors called for that purpose.

Section 10 - Resignation:

Any director may resign at any time by giving written notice to the Board of Directors, the President or the Secretary of the Corporation. Unless otherwise specified in such written notice, such resignation shall take effect upon receipt thereof by the Board of Directors or such officer, and the acceptance of such resignation shall not be necessary to make it effective.

Section 11 - Removal:

Any director may be removed with or without cause at any time by the shareholders, at a special meeting of the shareholders called for that purpose, and may be removed for cause by action of the Board.
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Section 12 - Salary:

No stated salary shall be paid to directors, as such, for their services, but by resolution of the Board of Directors a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board; provided, however, that nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity and receiving reasonable compensation therefor.

Section 13 - Contracts:

(a) No contract or other transaction between this Corporation and any other Corporation shall be impaired, affected or invalidated nor shall any director be liable in any way by reason of the fact that any one or more of the directors of this Corporation is or are interested in, or is a director or officer, or are directors or officers of such other corporation, provided that such facts are disclosed or made known to the Board of Directors.

(b) Any director, personally and individually, may be a party to or may be interested in any contract or transaction of this Corporation, and no director shall be liable in any way by reason of such interest, provided that the fact of such interest be disclosed or made known to the Board of Directors, and provided that the Board of Directors shall authorize, approve or ratify such contract or transaction by the vote (not counting the vote of any such director) of a majority of a quorum, notwithstanding the presence of any such director at the meeting at which such action is taken. Such director or directors may be counted in determining the presence of a quorum at such meeting. This Section shall not be construed to impair or invalidate or in any way affect any contract or other transaction which would otherwise be valid under the law (common, statutory or otherwise) applicable thereto.

Section 14 - Committees:

The Board of Directors, by resolution adopted by a majority of the entire Board, may from time to time designate from among its members an executive committee and such other committees, and alternate members thereof, as they deem desirable, each
consisting of three or more members, with such powers and authority (to the extent permitted by law) as may be provided in such resolution. Each such committee shall serve at the pleasure of the Board.

**ARTICLE IV - OFFICERS**

**Section 1 - Number, Qualifications, Election and Term of Office:**

(a) The officers of the Corporation shall consist of a President, a Secretary, a Treasurer, and such other officers, including a Chairman of the Board of Directors, and one or more Vice Presidents, as the Board of Directors may, from time to time deem advisable. Any officer other than the Chairman of the Board of Directors may be, but is not required to be, a director of the Corporation. Any two or more offices may be held by the same person.

(b) Each officer shall be authorized by law to practice in this State the profession which the Corporation is authorized to practice and shall be either a shareholder of the Corporation or engaged in the practice of such profession in the Corporation, unless the Corporation shall have only one shareholder, in which event the aforementioned requirements contained in this paragraph shall not apply to the Secretary or Assistant Secretary of the Corporation.

(c) The officers of the Corporation shall be elected by the Board of Directors at the regular annual meeting of the Board following the annual meeting of shareholders.

(d) Each officer shall hold office until the annual meeting of the Board of Directors next succeeding his election, and until his successor shall have been elected and qualified, or until his death, resignation or removal.

**Section 2 - Resignation:**

Any officer may resign at any time by giving written notice of such resignation to the Board of Directors, or to the President or the Secretary of the Corporation. Unless otherwise specified in such written notice, such resignation shall take effect upon receipt thereof by the Board of Directors or by such officer, and the acceptance of such resignation shall not be necessary to make it effective.
Section 3 - Removal:

Any officer may be removed, either with or without cause, and a successor elected by the Board at any time.

Section 4 - Vacancies:

A vacancy in any office by reason of death, resignation, inability to act, disqualification, or any other cause, may at any time be filled for the unexpired portion of the term by the Board of Directors.

Section 5 - Duties of Officers:

Officers of the Corporation shall, unless otherwise provided by the Board of Directors, each have such powers and duties as generally pertain to their respective offices as well as such powers and duties as may be set forth in these By-Laws, or may from time to time be specifically conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Corporation.

Section 6 - Sureties and Bonds:

In case the Board of Directors shall so require, any officer, employee or agent of the Corporation shall execute to the Corporation a bond in such sum, and with such surety or sureties as the Board of Directors may direct, conditioned upon the faithful performance of his duties to the Corporation, including responsibility for negligence and for the accounting for all property, funds or securities of the Corporation which may come into his hands.

Section 7 - Shares of Other Corporations:

Whenever the Corporation is the holder of shares of any other corporation, any right or power of the Corporation as such shareholder (including the attendance, acting and voting at shareholders' meetings and execution of waivers, consents, proxies or other instruments) may be exercised on behalf of the Corporation by the President, any Vice President, or such other person as the Board of Directors may authorize.
ARTICLE V - DEATH OR DISQUALIFICATION OF SHAREHOLDERS
DIRECTORS, OFFICERS OR EMPLOYEES

Section 1 - Disqualification:

If any shareholder, director, officer or employee of the Corporation who has been
rendering professional service to the public becomes legally disqualified to practice his
profession within the State, he shall sever all employment with, and financial interests
(other than interests as a creditor) in the Corporation forthwith or as otherwise provided in
Section 3 of this Article. Such legal disqualification to practice his profession within the
State shall be deemed to constitute an irrevocable offer by the disqualified shareholder to
sell his shares to the Corporation pursuant to the provisions of Section 3 of this Article.

Section 2 - Death of Shareholder:

In the event of the death of a shareholder and the appointment of an executor,
administrator or other legal representative of the estate of the deceased shareholder, the
shares owned by the deceased shareholder shall be deemed offered for sale to the
Corporation pursuant to the provisions of Section 3 of this Article.

Section 3 - Purchase or Redemption of Shares:

Within six months after disqualification pursuant to the provisions of Section 1 of this
Article or within six months after the appointment of an executor, administrator or other
legal representative of the estate of a deceased shareholder, the Corporation shall purchase
or redeem the shares of the disqualified or deceased shareholder, at the book value of such
shares as of the end of the month immediately preceding the disqualification or death of
the shareholder, as determined from the books and records of the Corporation in
accordance with its regular method of accounting.

By-Laws - 11
ARTICLE VI - SHARES OF STOCK

Section 1 - Certificate of Stock:

(a) The certificates representing shares of the Corporation shall be in such form as shall be adopted by the Board of Directors, and shall be numbered and registered in the order issued. They shall bear the holder's name and the number of shares, shall be signed by (i) the Chairman of the Board or the President or a Vice President, and (ii) the Secretary or Treasurer, or any Assistant Secretary or Assistant Treasurer, shall bear a conspicuous legend referring to the restrictions on sale and transfer of said certificates, as required by applicable law and may bear the corporate seal.

(b) No certificate representing shares shall be issued until the full amount of consideration therefor has been paid, except as otherwise permitted by law.

(c) The Board of Directors may authorize the issuance of certificates for fractions of a share which shall entitle the holder to exercise voting rights, receive dividends and participate in liquidating distributions, in proportion to the fractional holdings; or it may authorize the payment in cash of the fair value of fractions of a share as of the time when those entitled to receive such fractions are determined; or it may authorize the issuance, subject to such conditions as may be permitted by law, of scrip in registered or bearer form over the signature of an officer or agent of the Corporation, exchangeable as therein provided for full shares, but such scrip shall not entitle the holder to any rights of a shareholder, except as therein provided.

Section 2 - Lost or Destroyed Certificates:

The holder of any certificate representing shares of the Corporation shall immediately notify the Corporation of any loss or destruction of the certificate representing the same. The Corporation may issue a new certificate in the place of any certificate theretofore issued by it, alleged to have been lost or destroyed. On production of such evidence of loss or destruction as the Board of Directors in its discretion may require, the Board of Directors may, in its discretion, require the owner of the lost or destroyed certificate, or his legal representatives, to give the Corporation a bond in such sum as the Board may direct, and with such surety or sureties as may be satisfactory to the Board, to indemnify
Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

the Corporation against any claims, loss, liability or damage it may suffer on account of the issuance of the new certificate. A new certificate may be issued without requiring any such evidence or bond when, in the judgment of the Board of Directors, it is proper to do so.

Section 3 - Transfers of Shares:

(a) Transfers of shares of the Corporation shall be made on the share records of the Corporation only by the holder of record thereof, in person or by his duly authorized attorney, upon surrender for cancellation of the certificate or certificates representing such shares, with an assignment or power of transfer endorsed thereon or delivered therewith, duly executed, with such proof of the authenticity of the signature and of authority to transfer and of payment of transfer taxes as the Corporation or its agents may require.

(b) The Corporation shall be entitled to treat the holder of record of any share or shares as the absolute owner thereof for all purposes and, accordingly, shall not be bound to recognize any legal, equitable or other claim to, or interest in, such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise expressly provided by law.

(c) No shareholder of the Corporation may sell or transfer his shares in the Corporation except to another individual who is eligible to have shares issued to him by the Corporation. Nothing contained in this section shall be construed to prohibit the transfer of shares by operation of law or court decree. No transferee of shares by operation of law or court decree may vote the shares for any purpose whatsoever except to the extent otherwise required by law. Any sale or transfer, except by operation of law or court decree or except if this Corporation has only one shareholder, may be made only after the same shall have been approved by the Board of Directors, or at a shareholders’ meeting specially called for such purpose by not less than a majority of the outstanding
Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

shares of the Corporation. At such shareholders’ meeting the shares held by the shareholder proposing to sell or transfer his shares may not be voted or counted for any purpose, unless all shareholders consent that such shares be voted or counted.

Section 4 - Record Date:

In lieu of closing the share records of the Corporation, the Board of Directors may fix, in advance, a date not exceeding fifty days, nor less than ten days, as the record date for the determination of shareholders entitled to receive notice of, or to vote at, any meeting of shareholders, or to consent to any proposal without a meeting, or for the purpose of determining shareholders entitled to receive payment of any dividends, or allotment of any rights, or for the purpose of any other action. If no record date is fixed, the record date for the determination of shareholders entitled to notice of or to vote at a meeting of shareholders shall be at the close of business on the day next preceding the day on which notice is given, or, if no notice is given, the day on which the meeting is held; the record date for determining shareholders for any other purpose shall be at the close of business on the day on which the resolution of the directors relating thereto is adopted. When a determination of shareholders of record entitled to notice of or to vote at any meeting of shareholders has been made as provided for herein, such determination shall apply to any adjournment thereof, unless the directors fix a new record date for the adjourned meeting.

ARTICLE VII - DIVIDENDS

Subject to applicable law, dividends may be declared and paid out of any funds available therefor, as often, in such amounts, and at such time or times as the Board of Directors may determine.

ARTICLE VIII - FISCAL YEAR

The fiscal year of the Corporation shall be fixed by the Board of Directors from time to time, subject to applicable law.
ARTICLE IX - CORPORATE SEAL

The corporate seal shall be in such form as shall be approved from time to time by the Board of Directors.

ARTICLE X - AMENDMENTS

Section 1 - By Shareholders:

All by-laws of the Corporation shall be subject to alteration or repeal, and new by-laws may be made, by a majority vote of the shareholders at the time entitled to vote in the election of directors.

Section 2 - By Directors:

The Board of Directors shall have power to make, adopt, alter, amend and repeal, from time to time, by-laws of the Corporation; provided, however, that the shareholders entitled to vote with respect thereto as in this Article above-provided may alter, amend or repeal by-laws made by the Board of Directors, except that the Board of Directors shall have no power to change the quorum for meetings of shareholders or of the Board of Directors, or to change any provisions of the by-laws with respect to the removal of directors or the filling of vacancies in the Board resulting from the removal by the shareholders. If any by-law regulating an impending election of directors is adopted, amended or repealed by the Board of Directors, there shall be set forth in the notice of the next meeting of shareholders for the election of directors, the by-law so adopted, amended or repealed, together with a concise statement of the changes made.

The undersigned Incorporator certifies that he has adopted the foregoing By-Laws as the first By-Laws of the Corporation, in accordance with the requirements of applicable law.

Dated: ____________________

[Signature]

Incorporator
Amarjit S. Atwal
CERTIFICATE OF INCORPORATION

OF

AMARJIT S. ATWAL, P. C.

The undersigned, who is licensed or otherwise legally authorized to run a professional service of medicine in the State of New York, hereby acknowledges the intention of forming a professional service corporation in accordance with Sections 402 and 1503 of the Business Corporation Law, and does hereby make, acknowledge and adopt the following Certificate of Incorporation for such corporation:

FIRST: The name of the corporation is AMARJIT S. ATWAL, P. C.

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

To engage in the practice of medicine as a professional corporation and to own and operate a medical clinic for the purposes of providing medical care and treatment;

To promote medical, surgical and scientific research and knowledge; to furnish related laboratory and clinical services, as to own real and personal property, enter into contracts and engage in any lawful business necessary for the rendering of such professional services;

To do everything necessary, proper or convenient for the accomplishment of any of the purposes herein set forth, and to do every other act and thing incidental thereto that is not forbidden by the laws of the State of New York or by the provisions of this
Certificate of Incorporation:

The purpose of this corporation shall be carried out only through officers, employees, and agents who are duly licensed or otherwise legally qualified to render professional medical services in the State of New York.

THIRD: The office of the corporation is to be located in the Village of Depew, Town of Cheektowaga, County of Erie and State of New York.

FOURTH: The corporation shall issue only one class of shares.

The aggregate number of authorized shares is two hundred (200) shares, having no par value.

FIFTH: The Secretary of the State of New York is hereby designated as the agent of the corporation upon whom process in any action or proceeding against it may be served and the address within the State to which the Secretary of State shall mail a copy of process in any action or proceeding against the corporation which may be served on him is: c/o Daniel G. Troolon, Esq., Attorney at Law, 210 Convention Tower, 43 Court St, Buffalo, New York, 14202.

SIXTH: The name and address of the individual who is to be the original shareholder of the corporation is as follows: [Redacted].

SEVENTH: The above-listed shareholder is authorized by law to practice the profession of medicine in the State of New York, and a certificate evidencing this authority is attached hereto.
EIGHTH: The corporation is to be managed by a Board of Directors. The number of directors constituting the original Board of Directors is one (1), and the name and address of the individual who is to be the original director is: AMARJIT S. ATWAL.

NINTH: The officer of the corporation shall be: AMARJIT S. ATWAL.

TENTH: The name and address of the individual who is to be the original officer is: AMARJIT S. ATWAL.

ELEVENTH: The above-listed original director and officer is authorized by law to practice the profession of medicine in the State of New York, and a certificate evidencing this authority is attached hereto.

TWELFTH: The original director and officer shall hold office until a successor is elected and qualifies, as provided in the By-Laws. Thereafter, the term of office of each director and officer shall be as provided in the By-Laws. The number of directors set forth herein and constituting the original Board of Directors shall be the authorized number of directors until such number is changed by a By-Law duly adopted by the shareholders.

THIRTEENTH: The corporation's initial accounting period for reporting the franchise tax on business corporations
imposed by Article 9-A of the Tax Law shall be July 1 through June 30.

IN WITNESS WHEREOF, I have made, signed and acknowledged this Certificate of Incorporation this 27th day of June, 1930.

[Signature]
STATE OF NEW YORK

COUNTY OF ERIE

On this 17th day of June, 1980, before me, the subscriber, personally appeared AMARJIT S. ATWAL, to me personally known and known to me to be the same person described in and who executed the within instrument, and he acknowledged to me that he executed the same.

[Signature]

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Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members
Pursuant to the provisions of Section 1501 of the Business Corporation Law, I hereby certify that each of the individuals named below, who are all of the persons named in the attached Certificate of Incorporation of Amarjit S. Atwal, P.C.,

a proposed professional service corporation, as the original shareholders, directors and officers thereof, is authorized by law to practice the profession set forth after his name.

I further certify that if such corporation will be authorized by law to practice more than one profession, one or more of such individuals is authorized to practice each profession which such proposed corporation will be authorized to practice.

THE ISSUANCE OF THIS CERTIFICATE DOES NOT CONSTITUTE APPROVAL OF THE CORPORATION NAME BY THE DEPARTMENT OF STATE.

<table>
<thead>
<tr>
<th>NAME &amp; RESIDENCE ADDRESS</th>
<th>PROFESSION</th>
<th>LICENSE OR CERTIFICATE NO.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amarjit S. Atwal</td>
<td>Medicine</td>
<td>131796</td>
</tr>
</tbody>
</table>

IN WITNESS WHEREOF, I have hereunto set my hand in the city of Albany this 7th day of October 1982.

(SEAL)

PLS-709
12/77 - 5,000

(Alan H. Beauchamp, M.D.)
Supervisor of Professional Licensing
CERTIFICATE OF INCORPORATION

OF

AMARJIT S. ATWAL, P. C.

DANIEL G. TRONOLONE, ESQ.
Attorney at Law
Office and Post Office Address:
210 Convention Tower
Buffalo, New York 14202
(716) 856-2626

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED DEC 12 1980

AMT OF CHECK $ 65
FILING FEE $ 25
TAX $
COPY $ 3.00
CERT $
REFUND $

BY:  

561079
CERTIFICATE OF AMENDMENT
OF THE
CERTIFICATE OF INCORPORATION OF
AMARJIT S. ATWAL, P. C.

Under Section 805 of the Business Corporation Law

IT IS HEREBY CERTIFIED THAT:

(1) The name of the corporation is:

AMARJIT S. ATWAL, P.C.

(2) The Certificate of Incorporation was filed at the Department of State of the State of New York on the 12th day of December, 1980.

(3) The Certificate of Incorporation is hereby amended to effect a change in corporate name:

Article FIRST of the Certificate is amended to read:

"FIRST: The name of the corporation is:

AMAR ATWAL, M. D., P. C."

(4) The foregoing amendment to the Certificate of Incorporation was authorized by vote of the Board of Director(s) followed by a vote of the Sole Shareholder of all the outstanding shares entitled to vote thereon.

IN WITNESS WHEREOF, this certificate has been subscribed this 5th day of March, 1997, by the undersigned, who affirm that the statements made herein are true under the penalties of perjury.

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

State of New York } ss:
Department of State

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

Witness my hand and seal of the Department of State on MAR 20 1997

[Signature]
Special Deputy Secretary of State

DOS-1266 (5/96)

corporate name:

Article FIRST of the Certificate is amended to read:

"FIRST: The name of the corporation is:

AMAR ATWAL, M. D., P. C."

(4) The foregoing amendment to the Certificate of Incorporation was authorized by vote of the Board of Director(s) followed by a vote of the Sole Shareholder of all the outstanding shares entitled to vote thereon.

IN WITNESS WHEREOF, this certificate has been subscribed this 5th day of March, 1997, by the undersigned, who affirm that the statements made herein are true under the penalties of perjury.

[Signature]
Amar Atwal, Sole Shareholder
CERTIFICATE OF AMENDMENT
OF THE
CERTIFICATE OF INCORPORATION OF
AMARJIT S. ATWAL, P.C.

Under §805 of the Business Corporation Law

FILER:

Falk & Siemer
10535 Main Street
Clarence, NY 14031

STATE OF NEW YORK
DEPARTMENT OF STATE

P.I.E.D. MAR 18 1997
TAXS ____________

ERIE

970318000124
ATWAL FARMS, INC.
(originally Atwal Peach Farm, Inc.)
BY-LAWS

OF

ATWAL FARMS, INC.

ARTICLE I - OFFICES

The office of the Corporation shall be located in the City and State designated in the Articles of Incorporation. The Corporation may also maintain offices at such other places within or without the United States as the Board of Directors may, from time to time, determine.

ARTICLE II - MEETING OF SHAREHOLDERS

Section 1 - Annual Meetings:

The annual meeting of the shareholders of the Corporation shall be held within five months after the close of the fiscal year of the Corporation, for the purpose of electing directors, and transacting such other business as may properly come before the meeting.

Section 2 - Special Meetings:

Special meetings of the shareholders may be called at any time by the Board of Directors or by the President, and shall be called by the President or the Secretary at the written request of the holders of ten per cent (10%) of the shares then outstanding and entitled to vote thereat, or as otherwise required under the provisions of the Business Corporation Act.

Section 3 - Place of Meetings:

All meetings of shareholders shall be held at the principal office of the Corporation, or at such other places as shall be designated in the notices or waivers of notice of such meetings.
Section 4 - Notice of Meetings:

(a) Except as otherwise provided by Statute, written notice of each meeting of shareholders, whether annual or special, stating the time when and place where it is to be held, shall be served either personally or by mail, not less than ten or more than fifty days before the meeting, upon each shareholder of record entitled to vote at such meeting, and to any other shareholder to whom the giving of notice may be required by law. Notice of a special meeting shall also state the purpose or purposes for which the meeting is called, and shall indicate that it is being issued by, or at the direction of, the person or persons calling the meeting. If, at any meeting, action is proposed to be taken that would, if taken, entitle shareholders to receive payment for their shares pursuant to Statute, the notice of such meeting shall include a statement of that purpose and to that effect. If mailed, such notice shall be directed to each such shareholder at his address, as it appears on the records of the shareholders of the Corporation, unless he shall have previously filed with the Secretary of the Corporation a written request that notices intended for him be mailed to the address designated in such request.

(b) Notice of any meeting need not be given to any person who may become a shareholder of record after the mailing of such notice and prior to the meeting, or to any shareholder who attends such meeting, in person or by proxy, or to any shareholder who, in person or by proxy, submits a signed waiver of notice either before or after such meeting. Notice of any adjourned meeting of shareholders need not be given, unless otherwise required by statute.

Section 5 - Quorum:

(a) Except as otherwise provided herein, or by statute, or in the Certificate of Incorporation (such Certificate and any amendments thereof being hereinafter collectively referred to as the "Certificate of Incorporation"), at all meetings of shareholders of the Corporation, the presence at the commencement of such meetings in person or by proxy of shareholders holding of record a majority of the total number of shares of the Corporation then issued and outstanding and entitled to vote, shall be necessary and
sufficient to constitute a quorum for the transaction of any business. The withdrawal of any shareholder after the commencement of a meeting shall have no effect on the existence of a quorum, after a quorum has been established at such meeting.

(b) Despite the absence of a quorum at any annual or special meeting of shareholders, the shareholders, by a majority of the votes cast by the holders of shares entitled to vote thereon, may adjourn the meeting. At any such adjourned meeting at which a quorum is present, any business may be transacted at the meeting as originally called if a quorum had been present.

Section 6 - Voting:

(a) Except as otherwise provided by statute or by the Certificate of Incorporation, any corporate action, other than the election of directors to be taken by vote of the shareholders, shall be authorized by a majority of votes cast at a meeting of shareholders by the holders of shares entitled to vote thereon.

(b) Except as otherwise provided by statute or by the Certificate of Incorporation, at each meeting of shareholders, each holder of record of stock of the Corporation entitled to vote thereat, shall be entitled to one vote for each share of stock registered in his name on the books of the Corporation.

(c) Each shareholder entitled to vote or to express consent or dissent without a meeting, may do so by proxy; provided, however, that the instrument authorizing such proxy to act shall have been executed in writing by the shareholder himself, or by his attorney-in-fact thereunto duly authorized in writing. No proxy shall be valid after the expiration of eleven months from the date of its execution, unless the persons executing it shall have specified therein the length of time it is to continue in force. Such instrument shall be exhibited to the Secretary at the meeting and shall be filed with the records of the Corporation.
(d) Any resolution in writing, signed by all of the shareholders entitled to vote thereon, shall be and constitute action by such shareholders to the effect therein expressed, with the same force and effect as if the same had been duly passed by unanimous vote at a duly called meeting of shareholders and such resolution so signed shall be inserted in the Minute Book of the Corporation under its proper date.

ARTICLE III - BOARD OF DIRECTORS

Section 1 - Number, Election and Term of Office:

(a) The number of the directors of the Corporation shall be ONE (1), unless and until otherwise determined by vote of a majority of the entire Board of Directors. The number of Directors shall not be less than three, unless all of the outstanding shares are owned beneficially and of record by less than three shareholders, in which event the number of directors shall not be less than the number of shareholders permitted by statute.

(b) Except as may otherwise be provided herein or in the Certificate of Incorporation, the members of the Board of Directors of the Corporation, who need not be shareholders, shall be elected by a majority of the votes cast at a meeting of shareholders, by the holders of shares, present in person or by proxy, entitled to vote in the election.

(c) Each director shall hold office until the annual meeting of the shareholders next succeeding his election, and until his successor is elected and qualified, or until his prior death, resignation or removal.

Section 2 - Duties and Powers:

The Board of Directors shall be responsible for the control and management of the affairs, property and interests of the Corporation, and may exercise all powers of the Corporation, except as are in the Certificate of Incorporation or by statute expressly conferred upon or reserved to the shareholders.

Section 3 - Annual and Regular Meetings; Notice:

(a) A regular annual meeting of the Board of Directors shall be held immediately following the annual meeting of the shareholders, at the place of such annual meeting of shareholders.
(b) The Board of Directors, from time to time, may provide by resolution for the holding of other regular meetings of the Board of Directors, and may fix the time and place thereof.

(c) Notice of any regular meeting of the Board of Directors shall not be required to be given and, if given, need not specify the purpose of the meeting; provided, however, that in case the Board of Directors shall fix or change the time or place of any regular meeting, notice of such action shall be given to each director who shall not have been present at the meeting at which such action was taken within the time limited, and in the manner set forth in paragraph (b) of Section 4 of this Article III, with respect to special meetings, unless such notice shall be waived in the manner set forth in paragraph (c) of such Section 4.

Section 4 - Special Meetings; Notice:

(a) Special meetings of the Board of Directors shall be held whenever called by the President or by one of the directors, at such time and place as may be specified in the respective notices or waivers of notice thereof.

(b) Except as otherwise required by statute, notice of special meeting shall be mailed directly to each director, addressed to him at his residence or usual place of business, at least two (2) days before the day on which the meeting is to be held, or shall be sent to him at such place by telegram, radio or cable, or shall be delivered to him personally or given to him orally, not later than the day before the day on which the meeting is to be held. A notice, or waiver of notice, except as required by Section 8 of this Article III, need not specify the purpose of the meeting.

(c) Notice of any special meeting shall not be required to be given to any director who shall attend such meeting without protesting prior thereto or at its commencement, the lack of notice to him, or who submits a signed waiver of notice, whether before or after the meeting. Notice of any adjourned meeting shall not be required to be given.

Section 5 - Chairman:

At all meetings of the Board of Directors the Chairman of the Board, if any and if present, shall preside. If there shall be no Chairman, or he shall be absent, then the President shall preside, and in his absence, a Chairman chosen by the directors shall preside.
Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

Section 6 - Quorum and Adjournments:

(a) At all meetings of the Board of Directors, the presence of a majority of the entire Board shall be necessary and sufficient to constitute a quorum for the transaction of business, except as otherwise provided by law, by the Certificate of Incorporation, or by these By-Laws.

(b) A majority of the directors present at the time and place of any regular or special meeting, although less than a quorum, may adjourn the same from time to time without notice, until a quorum shall be present.

Section 7 - Manner of Acting:

(a) At all meetings of the Board of Directors, each director present shall have one vote, irrespective of the number of shares of stock, if any, which he may hold.

(b) Except as otherwise provided by statute, by the Certificate of Incorporation, or these By-Laws, the action of a majority of the directors present at any meeting at which a quorum is present shall be the act of the Board of Directors. Any action authorized in writing, by all of the directors entitled to vote thereon and filed with the minutes of the corporation shall be the act of the Board of Directors with the same force and effect as if the same had been passed by unanimous vote at a duly called meeting of the Board.

Section 8 - Vacancies:

Any vacancy in the Board of Directors occurring by reason of an increase in the number of directors, or by reason of the death, resignation, disqualification, removal (unless a vacancy created by the removal of a director by the shareholders shall be filled by the shareholders at the meeting at which the removal was effected) or inability to act of any director, or otherwise, shall be filled for the unexpired portion of the term by a majority vote of the remaining directors, though less than a quorum, at any regular meeting or special meeting of the Board of Directors called for that purpose.

Section 9 - Resignation:

Any director may resign at any time by giving written notice to the Board of Directors, the President or the Secretary of the Corporation. Unless otherwise specified in such written notice, such resignation shall take effect upon receipt thereof by the Board of Directors or such officer, and the acceptance of such resignation shall not be necessary to make it effective.
Section 10 - Removal:

Any director may be removed with or without cause at any time by the affirmative vote of shareholders holding of record in the aggregate at least a majority of the outstanding shares of the Corporation at a special meeting of the shareholders called for that purpose, and may be removed for caused by action of the Board.

Section 11 - Salary:

No stated salary shall be paid to directors, as such, for their services, but by resolution of the Board of Directors a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board; provided, however, that nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

Section 12 - Contracts:

(a) No contract or other transaction between this Corporation and any other Corporation shall be impaired, affected or invalidated, nor shall any director be liable in any way by reason of the fact that any one or more of the directors of this Corporation is or are interested in, or is a director or officer, or are directors or officers of such other Corporation, provided that such facts are disclosed or made known to the Board of Directors.

(b) Any director, personally and individually, may be a party to or may be interested in any contract or transaction of this Corporation, and no director shall be liable in any way by reason of such interest, provided that the fact of such interest be disclosed or made known to the Board of Directors, and provided that the Board of Directors shall authorize, approve or ratify such contract or transaction by the vote (not counting the vote of any such director) of a majority of a quorum, notwithstanding the presence of any such director at the meeting at which such action is taken. Such director or directors may be counted in determining the presence of a quorum at such meeting. This Section shall not
be construed to impair or invalidate or in any way affect any contract or other transaction which would otherwise be valid under the law (common, statutory or otherwise) applicable thereto.

Section 13 - Committees:

The Board of Directors, by resolution adopted by a majority of the entire Board, may from time to time designate from among its members an executive committee and such other committees, and alternate members thereof, as they deem desirable, each consisting of three or more members, with such powers and authority (to the extent permitted by law) as may be provided in such resolution. Each such committee shall serve at the pleasure of the Board.

ARTICLE IV - OFFICERS

Section 1 - Number, Qualifications, Election and Term of Office:

(a) The officers of the Corporation shall consist of a President, a Secretary, a Treasurer, and such other officers, including a Chairman of the Board of Directors, and one or more Vice Presidents, as the Board of Directors may from time to time deem advisable. Any officer other than the Chairman of the Board of Directors may be, but is not required to be, a director of the Corporation. Any two or more offices may be held by the same person.

(b) The officers of the Corporation shall be elected by the Board of Directors at the regular annual meeting of the Board following the annual meeting of shareholders.

(c) Each officer shall hold office until the annual meeting of the Board of Directors next succeeding his election, and until his successor shall have been elected and qualified, or until his death, resignation or removal.

Section 2 - Resignation:

Any officer may resign at any time by giving written notice of such resignation to the Board of Directors, or to the President or the Secretary of the Corporation. Unless otherwise specified in such written notice, such resignation shall take effect upon receipt thereof by the Board of Directors or by such officer, and the acceptance of such resignation shall not be necessary to make it effective.
Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

Section 3 - Removal:

Any officer may be removed, either with or without cause, and a successor elected by a majority of the Board of Directors at any time.

Section 4 - Vacancies:

A vacancy in any office by reason of death, resignation, inability to act, disqualification, or any other cause, may at any time be filled for the unexpired portion of the term by the Board of Directors.

Section 5 - Duties of Officers:

Officers of the Corporation shall, unless otherwise provided by the Board of Directors, each have such powers and duties as generally pertain to their respective offices as well as such powers and duties as may be set forth in these By-laws, or may from time to time be specifically conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Corporation.

Section 6 - Sureties and Bonds:

In case the Board of Directors shall so require, any officer, employee or agent of the Corporation shall execute to the Corporation a bond in such sum, and with such surety or sureties as the Board of Directors may direct, conditioned upon the faithful performance of his duties to the Corporation, including responsibility for negligence and for the accounting for all property, funds or securities of the Corporation which may come into his hands.

Section 7 - Shares of Other Corporations:

Whenever the Corporation is the holder of shares of any other Corporation, any right or power of the Corporation as such shareholder (including the attendance, acting and voting at shareholders' meetings and execution of waivers, consents, proxies or other instruments) may be exercised on behalf of the Corporation by the President, any Vice President, or such other person as the Board of Directors may authorize.

ARTICLE V - SHARES OF STOCK

Section 1 - Certificate of Stock:

(a) The certificates representing shares of the Corporation shall be in such form as shall
be adopted by the Board of Directors, and shall be numbered and registered in the order
issued. They shall bear the holder’s name and the number of shares, and shall be signed
by (i) the Chairman of the Board or the President or a Vice President, and (ii) the
Secretary or Treasurer, or any Assistant Secretary or Assistant Treasurer, and shall bear
the corporate seal.

(b) No certificate representing shares shall be issued until the full amount of
consideration therefor has been paid, except as otherwise permitted by law.

c) To the extent permitted by law, the Board of Directors may authorize the issuance of
certificates for fractions of a share which shall entitle the holder to exercise voting rights,
receive dividends and participate in liquidating distributions, in proportion to the fractional
holdings; or it may authorize the payment in cash of the fair value of fractions of a share
as of the time when those entitled to receive such fractions are determined; or it may
authorize the issuance, subject to such conditions as may be permitted by law, of scrip in
registered or bearer form over the signature of an officer or agent of the Corporation,
exchangeable as therein provided for full shares, but such scrip shall not entitle the holder
to any rights of a shareholder, except as therein provided.

Section 2 - Lost or Destroyed Certificates:

The holder of any certificate representing shares of the Corporation shall immediately
notify the Corporation of any loss or destruction of the certificate representing the same.
The Corporation may issue a new certificate in the place of any certificate theretofore
issued by it, alleged to have been lost or destroyed. On production of such evidence of
loss or destruction as the Board of Directors in its discretion may require, the Board of
Directors may, in its discretion, require the owner of the lost or destroyed certificate, or
his legal representatives, to give the Corporation a bond in such sum as the Board may
direct, and with such surety or sureties as may be satisfactory to the Board, to indemnify
the Corporation against any claims, loss, liability or damage it may suffer on account of
the issuance of the new certificate. A new certificate may be issued without requiring any
such evidence or bond when, in the judgment of the Board of Directors, it is proper so to
do.
Section 3 - Transfers of Shares:

(a) Transfers of shares of the Corporation shall be made on the share records of the Corporation only by the holder of record thereof, in person or by his duly authorized attorney, upon surrender for cancellation of the certificate or certificates representing such shares, with an assignment or power of transfer endorsed thereon or delivered therewith, duly executed, with such proof of the authenticity of the signature and of authority to transfer and of payment of transfer taxes as the Corporation or its agents may require.

(b) The Corporation shall be entitled to treat the holder of record of any share or shares as the absolute owner thereof for all purposes and, accordingly, shall not be bound to recognize any legal, equitable or other claim to, or interest in, such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise expressly provided by law.

Section 4 - Record Date:

In lieu of closing the share records of the Corporation, the Board of Directors may fix, in advance, a date not exceeding fifty days, nor less than ten days, as the record date for the determination of shareholders entitled to receive notice of, or to vote at, any meeting of shareholders, or to consent to any proposal without a meeting, or for the purpose of determining shareholders entitled to receive payment of any dividends, or allotment of any rights, or for the purpose of any other action. If no record date is fixed, the record date for the determination of shareholders entitled to notice of or to vote at a meeting of shareholders shall be at the close of business on the day next preceding the day on which notice is given, or, if no notice is given, the day on which the meeting is held; the record date for determining shareholders for any other purpose shall be at the close of business on the day on which the resolution of the directors relating thereto is adopted. When a determination of shareholders of record entitled to notice of or to vote at any meeting of shareholders has been made as provided for herein, such determination shall apply to any adjournment thereof, unless the directors fix a new record date for the adjourned meeting.
ARTICLE VI - DIVIDENDS

Subject to applicable law, dividends may be declared and paid out of any funds available therefor, as often, in such amounts, and at such time or times as the Board of Directors may determine.

ARTICLE VII - FISCAL YEAR

The fiscal year of the Corporation shall be fixed by the Board of Directors from time to time, subject to applicable law.

ARTICLE VIII - CORPORATE SEAL

The corporate seal, if any, shall be in such form as shall be approved from time to time by the Board of Directors.

ARTICLE IX - AMENDMENTS

Section 1 - By Shareholders:

All by-laws of the Corporation shall be subject to alteration or repeal, and new by-laws may be made, by the affirmative vote of shareholders holding of record in the aggregate at least a majority of the outstanding shares entitled to vote in the election of directors at any annual or special meeting of shareholders, provided that the notice or waiver of notice of such meeting shall have summarized or set forth in full therein, the proposed amendment.

Section 2 - By Directors:

The Board of Directors shall have power to make, adopt, alter, amend and repeal, from time to time, by-laws of the Corporation; provided, however, that the shareholders entitled to vote with respect thereto as in this Article IX above-provided may alter, amend or repeal by-laws made by the Board of Directors, except that the Board of Directors shall have no power to change the quorum for meetings of shareholders or of the Board of Directors, or to change any provisions of the by-laws with respect to the removal of directors or the filling of vacancies in the Board resulting from the removal by the shareholders. If any by-law regulating an impending election of directors is adopted, amended or repealed by the Board of Directors, there shall be set forth in the notice of the next meeting of shareholders for the election of directors, the by-law so adopted, amended or repealed, together with a concise statement of the changes made.
ARTICLE X - INDEMNITY

(a) Any person made a party to any action, suit or proceeding, by reason of the fact that he, his testator or intestate representative is or was a director, officer or employee of the Corporation, or of any Corporation in which he served as such at the request of the Corporation, shall be indemnified by the Corporation against the reasonable expenses, including attorney’s fees, actually and necessarily incurred by him in connection with the defense of such action, suit or proceedings, or in connection with any appeal therein that such officer, director or employee is liable for negligence or misconduct in the performance of his duties.

(b) The foregoing right of indemnification shall not be deemed exclusive of any other rights to which any officer or director or employee may be entitled apart from the provisions of this section.

(c) The amount of indemnity to which any officer or any director may be entitled shall be fixed by the Board of Directors, except that in any case where there is no disinterested majority of the Board available, the amount shall be fixed by arbitration pursuant to then existing rules of the American Arbitration Association.

The undersigned Incorporator certifies that he has adopted the foregoing by-laws as the first by-laws of the Corporation.

Dated: 3-21-87

[Signature]
Incorporator
I, BILL JONES, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the corporate record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this APR 2 1997

Secretary of State
CERTIFICATE OF AMENDMENT OF ARTICLES OF INCORPORATION

of

ATWAL PEACH FARMS, INC.
(a California corporation)

To The Secretary of State
State of California

Pursuant to the provisions of the General Corporation Law of the State of California, the undersigned officers of the corporation hereinafter named do hereby certify as follows:

1. The name of the corporation is ATWAL PEACH FARMS, INC.

2. Article 1 of the Articles is amended to read:

"1. The name of the corporation is ATWAL FARMS, INC."

3. The amendments herein provided for have been approved by the corporation's Board of Directors.

4. The foregoing amendment of Articles of Incorporation has been duly approved by the required vote of shareholders in accordance with Section 902, California Corporations Code. The total number of outstanding shares of the corporation is 200. The number of shares voting in favor of the amendment equaled or exceeded the vote required. The percentage vote required was more than 50%.

Amar Atwal, President

Amar Atwal, Secretary

On this 31st day of March, 1997, in the City of Buffalo, in the State of New York, each of the undersigned does hereby declare under the penalty of perjury that he signed the foregoing Certificate of Amendment of Articles of Incorporation in the official capacity set forth beneath his signature, and that the statements set forth in said certificate are true of his own knowledge.

Notary Public

ANTHONY C. PARLATO
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 7/1/2000
BUFFALO AMBULATORY SERVICES LIFE INSURANCE PARTNERSHIP
Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

BUSINESS CERTIFICATE
(Partnership)

THE UNDERSIGNED do hereby certify that they are conducting or transacting business as members of a partnership under the name or designation of BUFFALO AMBULATORY SERVICES LIFE INSURANCE PARTNERSHIP at 3095 Harlem Road, Town of Cheektowaga, County of Erie, State of New York.

The full names of all the persons conducting or transacting such partnership including the full names of all the partners with the residence address of each such person are as follows:

Joseph M. Greco, M.D.
Kevin J. Barlog, M.D.
K. Kent Chevli, M.D.
Christopher J. Skomra, M.D.
Richard N. Gilbert, M.D.
Amarjit S. Atwal, M.D.
Carlo M. Perfetto, M.D.
Louis R. Baumann, M.D.
Christopher Kopp, M.D.
Scott Perrapato, D.O.
Anthony R. Ricottone, M.D.
George W. Pfohl, M.D.
Paul C. Holmwood, M.D.

IN WITNESS WHEREOF, the undersigned have made and signed this Certificate as of the 27th day of December, 2001.

Joseph M. Greco, M.D.
Kevin J. Barlog, M.D.
K. Kent Chevli, M.D.
Christopher J. Skomra, M.D.
Louis R. Baumann, M.D.
Christopher Kopp, M.D.
Scott Perrapato, D.O.
Anthony R. Ricottone, M.D.
PARTNER ACKNOWLEDGEMENT AND AGREEMENT

THIS PARTNER ACKNOWLEDGEMENT AND AGREEMENT, made this 1st day of April, 2014, is between JOSEPH M. GRECO, M.D., KEVIN T. BARLOG, M.D., KENT CHEVLI, M.D., CHRISTOPHER J. SKOMRA, M.D., RICHARD N. GILBERT, M.D., CARLO M. PERFETTO, M.D., LOUIS R. BAUMANN, M.D., CHRISTOPHER KOPP, M.D., ANTHONY R. RICOTTONE, M.D. and PHILLIP SEEREITER, M.D. (collectively, the “Urology Partners”), AMARJIT S. ATWAL, M.D. (“Dr. A. Atwal”), EPHRAIM S. ATWAL, M.D., (“Dr. E. Atwal”), PAUL C. HOLMWOOD, M.D. (“Dr. Holmwood”) and DAVID P. MONTESSANTI, M.D. (“Dr. Montesanti”).

WITNESSETH:

WHEREAS, the Urology Partners, Dr. A. Atwal, Dr. E. Atwal, Dr. Holmwood and Dr. Montesanti (collectively, the “Partners”) constituted all of the partners of Buffalo Ambulatory Services Life Insurance Partnership, a New York general partnership (the “Partnership”), as of April 1, 2014; and

WHEREAS, the Partners wish to acknowledge certain changes in the composition of the Partnership that became effective as of April 1, 2014, and the Current Partners (as hereafter defined) wish to state certain agreements between them relating to the Partnership and the Amended and Restated Partnership Agreement of the Partnership dated February 22, 2006 (the “Partnership Agreement”), all as more fully set forth herein.

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, the parties acknowledge, affirm and agree as follows:

(1) Dr. Holmwood and Dr. Montesanti ceased to be partners in the Partnership for all purposes, effective April 1, 2014. Dr. Holmwood and Dr. Montesanti acknowledge and agree that they have no rights or interests in the Partnership, or in any life insurance policies or other assets of the Partnership, as of the date hereof, whether under the Partnership Agreement or otherwise.

(2) Dr. E. Atwal acquired the [N%] interest in the Partnership formerly owned by George Pfohl, M.D., effective as of April 30, 2013. Effective as of April 1, 2014, Dr. E. Atwal was deemed to have succeeded to the aggregate [N%] interest in the Partnership then owned by Dr. Montesanti and Dr. Holmwood. Dr. E. Atwal agrees that he is bound by the terms of the Partnership Agreement as if he were a signatory thereto.

(3) The Partners ratify, adopt and approve the aforesaid changes in the composition of the Partnership, and all actions heretofore taken by David Korzak, as Manager of the Partnership, to effectuate the same.

(4) The Urology Partners, Dr. A. Atwal and Dr. E. Atwal (collectively, the “Current
Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

Partners”) agree that the ownership of the Partnership, as of April 1, 2014, and during the period subsequent to said date and through date hereof, is as follows:*

Joseph M. Greco, M.D.
Kevin T. Barlog, M.D.
K. Kent Chevli, M.D.
Christopher J. Skomra, M.D.
Richard N. Gilbert, M.D.
Carlo M. Perfetto, M.D.
Louis R. Baumann, M.D.
Christopher Kopp, M.D.
Anthony R. Ricottone, M.D.
Phillip J. Seereiter, M.D.
Amarjit S. Atwal, M.D.
Ephraim S. Atwal, M.D.

(5) The Current Partners agree that all references in the Partnership Agreement to the “Life Insurance Policy” shall refer to two (2) life insurance policies covering the life of Dr. A. Atwal (Policy No. [redacted], issued by North American Company for Life and Health Insurance of New York and Policy No. [redacted], issued by Reliastar Life Insurance Company of New York), respectively.

(6) Under the Partnership Agreement, the proceeds of said policies are to be distributed to the Current Partners and used to fund all or portions of amounts payable by them upon Dr. Atwal’s death pursuant to Sections 14(a)(i) and (ii) of the Fourth Amended and Restated Shareholders Agreement of Buffalo Ambulatory Services, Inc., dated April 1, 2006 (the “Mandatory Buy-Out Provisions”). However, the Partners have waived their respective rights and have been released from their respective obligations under the Mandatory Buy-Out Provisions and, as a result, the Mandatory Buy-Out Provisions are no longer of any force or effect. The Current Partners acknowledge that they nevertheless wish to keep the Partnership in existence (and the aforesaid policies in effect) at the present time.

(7) The Current Partners agree to amend and restate the Partnership Agreement in a manner consistent with the foregoing at their earliest convenience. Pending such execution, the Current Partners ratify, adopt and affirm the Partnership Agreement as being in full force and effect, subject to and consistent with the provisions hereof.

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

IN WITNESS WHEREOF, the parties have signed this Partner Acknowledgement and Agreement on the date first written above.

Joseph M. Greco, M.D.

Kevin T. Barlog, M.D.

Kent Chevli, M.D.

Christopher J. Skomra, M.D.

Richard N. Gilbert, M.D.

Carlo M. Perfetto, M.D.

Louis R. Baumann, M.D.

Christopher Kopp, M.D.

Anthony R. Ricottone, M.D.

Phillip J. Seereiter, M.D.

Amarjit S. Atwal, M.D.

Ephraim S. Atwal, M.D.

Paul C. Holmwood, M.D.

David P. Montesanti, M.D.
BUFFALO AMBULATORY SERVICES, INC.
CERTIFICATE OF INCORPORATION
OF
BUFFALO AMBULATORY SERVICES, INC.

under §402 of the Business Corporation Law

IT IS HEREBY CERTIFIED THAT:

1. The name of the Corporation is BUFFALO AMBULATORY SERVICES, INC.

2. The office of the corporation is to be located in the County of Erie, State of New York.

3. The aggregate number of shares which the corporation shall have the authority to issue is 20,000 common with a par value of $1.00 each.

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

   C/O Phillips, Lytle, Hitchcock, Blaine & Huber
   3400 Marine Midland Center
   Buffalo, N.Y. 14203

5. The purpose or purposes of the corporation are as follows:

   To engage in any lawful act or activity for which corporations may be organized under §402 of the Business Corporation Law.

This corporation 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.

The rights, powers, and privileges provided in this certificate are not to be deemed to be in limitation of similar, other or additional powers, rights, and privileges granted or permitted to a corporation by the Business Corporation Law, it being intended that this corporation shall have all the rights, powers, and privileges granted or permitted to a corporation by such statute.

To generally purchase or acquire property, personal and real as may be useful to the operation of this business, generally
to do and perform everything necessary to carry out the
aforesaid purposes.

IN WITNESS WHEREOF, I have made and subscribed this
Certificate this 22nd day of April 1986.

GLORIA J. AVERY

GLORIA J. AVERY

STATE OF NEW YORK)
COUNTY OF ALBANY )

SS:

On the 22nd day of April 1986, before me personally
came GLORIA J. AVERY, to me known to be the individual
described in, and who executed the foregoing instrument, and
duly acknowledged to me that she executed the same.

FRANK J. PANUCCI
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ALBANY COUNTY
NO. 4721156
COMMISSION EXPIRES JULY 31st, 1988
CERTIFICATE OF AMENDMENT

OF

CERTIFICATE OF INCORPORATION

OF

BUFFALO AMBULATORY SERVICES, INC.

Under Section 805 of the Business Corporation Law

THE UNDERSIGNED, being the President of BUFFALO AMBULATORY SERVICES, INC. (the “Corporation”), hereby certifies as follows:

FIRST: The name of the Corporation is BUFFALO AMBULATORY SERVICES, INC.

SECOND: The Certificate of Incorporation of the Corporation was filed by the Department of State on the 23rd day of April, 1986.

THIRD: The Certificate of Incorporation is hereby amended to add a paragraph seven with respect to the requirement of supermajority vote of the Board of Directors or shareholders for certain transactions.

To reflect such amendment, a paragraph seven is hereby added to read as follows:

"7. The following transactions shall require the approval of (a) the holders of at least eighty-five percent (85%) of the issued and outstanding shares of the corporation entitled to vote thereon; OR (b) unanimous approval of the Board of Directors:

(a) The acquisition (whether by purchase or lease) of any capital asset costing in excess of Fifty Thousand Dollars ($50,000);"
Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

(b) The borrowing of funds by the corporation in excess of Fifty Thousand Dollars ($50,000);

c) The hiring of employees outside the ordinary course of business;

d) The relocation of the corporation’s principal place of business;

e) Any change in methods of retirement plan funding;

(f) Any contracting with third party payors with respect to urology services; or

g) Any material modification of, or the election not to exercise any renewal option under, the lease under which the corporation is lessee covering premises located at 3095 Harlem Road, Cheektowaga, New York.”

FOURTH: The Certificate of Incorporation is hereby amended to add a paragraph eight with respect to the requirement of supermajority vote of the shareholders for certain transactions.

To reflect such amendment, a paragraph eight is hereby added to read as follows:

“8. The following transactions shall require the approval of the holders of at least eighty-five percent (85%) of the issued and outstanding shares of the corporation entitled to vote thereon:

(a) The dissolution of the corporation;

(b) Any merger or consolidation involving the corporation;

(c) Any material modification of the By-laws of the corporation; or

(d) Any sale or issuance by the corporation of any additional shares of stock in the corporation.”
FIFTH: The Certificate of Incorporation is hereby amended to add a paragraph nine with respect to this limitation on liability of members of the Board of Directors under certain circumstances.

To reflect such amendment, a paragraph nine is hereby added to read as follows:

"9. The personal liability of members of the Board of Directors to the corporation or its shareholders for damages for any breach of duty in such capacity shall be limited to the fullest extent permitted by the laws of the State of New York, including specifically, but not exclusively §402(b) of the Business Corporation Law, as the same now exists and as it may hereafter be amended. No members of the Board of Directors of the corporation shall be personally liable to the corporation or its shareholders for damages for breach of duty in such capacity; except that this provision shall not eliminate or limit the liability of any member of the Board of Directors if a judgment or other final adjudication adverse to such member establishes that such member’s acts or omissions were in bad faith or involved intentional misconduct or a knowing violation of law or that such member personally gained in fact a financial profit or other advantage to which such member was not legally entitled, or that such member’s acts violated section 719 of the Business Corporation Law, and provided that this provision shall not eliminate or limit the liability of any member or any act of omission prior to the adoption of this provision. Any repeal, amendment or other modification of this provision, whether by the Board of Directors or the shareholders of the corporation, shall be prospective only and shall not adversely affect any limitation on the personal liability of a member of the Board of Directors of the Corporation for acts or omissions occurring prior to the effective date of any such repeal or modification."
SIXTH: The foregoing amendments to the Certificate of Incorporation of the Corporation were duly authorized first by the unanimous written consent of the board of directors of the Corporation, followed by the unanimous written consent of the shareholders of the Corporation.

IN WITNESS WHEREOF, the undersigned has executed this Certificate this 10th day of March, 2000.

Amarjit S. Atwal, M.D., President
CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
BUFFALO AMBULATORY SERVICES, INC.
Under Section 805 of the Business Corporation Law

IC
STATE OF NEW YORK
DEPARTMENT OF STATE
APR 10 2000

FILING
TAXES
BY:
ERIE

DRAWDOWN

DAMON & MOREY LLP
ATTORNEYS AT LAW
1000 Cathedral Place
298 Main Street
Buffalo, New York 14203-4096
CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
BUFFALO AMBULATORY SERVICES, INC.

Under Section 805 of the Business Corporation Law:

The undersigned, being the sole stockholder and president of Buffalo Ambulatory Services, Inc., do hereby certify and set forth:

(1) The name on the Certificate of Incorporation is BUFFALO AMBULATORY SERVICES, INC.

(2) The date the Certificate of Incorporation was filed by the Department of the State was April 23, 1986.

Paragraph four of the Certificate of Incorporation which sets forth the address upon which the Secretary of State may serve process shall be amended to read as follows:

The Secretary of State is designated as agent of the corporation upon whom process against it may be served. The post office address to which the Secretary of State shall mail a copy of any process to which the Corporation served upon her is:

c/o Buffalo Ambulatory Services, Inc.
3095 Harlem Road
Cheektowaga, N.Y. 14225

Paragraph five of the Certificate of Incorporation which sets forth the powers and purposes of the Corporation shall be amended and read as follows:

The corporate powers and purposes shall be limited to the ownership and operation of Buffalo Ambulatory Services, Inc., including the operation of a free standing ambulatory surgery center located at 3095 Harlem Road, Cheektowaga, New York 14225.

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

4. A paragraph six which sets forth the stock restrictions shall hereby be added to the Certificate of Incorporation as follows:

No person shall own 10 percent or more of the stock of the corporation which unless he has been approved for such ownership by the Public Health Council;

All stock certificates of the corporation shall bear on the face thereof the following:

(1) no person shall own 10 percent or more of the corporation unless he has been approved for such ownership by the Public Health Council;

(2) a statement that any transfer, assignment or other disposition of 10 percent or more of the stock or of 10 percent of the voting rights thereunder of the corporation or the transfer, assignment or other disposition of the stock or voting rights of the corporation which results in the ownership or control of more than 10 percent of the stock or voting rights thereunder of the corporation by any person shall be subject to approval by the Public Health Council;

and

(3) a statement that no stock or voting rights thereunder of the corporation may be owned or controlled by another corporation.

This amendment to the Certificate of Incorporation of Buffalo Ambulatory Services, Inc., was authorized by vote of the Board of Directors followed by written consent of the Sole Shareholder.


IN WITNESS WHEREOF, this certificate of amendment has been subscribed this 21st day of July, 1989, by the undersigned, who affirms that the statements made herein are true under the penalties of perjury.

Amarjit Singh Atwal, M.D.
Sole Stockholder
August 17, 1989

A.S. Atwal, M.D.
Operator
Buffalo Ambulatory Services, Inc.
2695 Harlem Road
Cheektowaga, New York  14225

Re:  Application No. 860496 - Certificate of Amendment to Certificate of Incorporation of Buffalo Ambulatory Services, Inc.

Dear Dr. Atwal:

AFTER INQUIRY AND INVESTIGATION, and in accordance with action taken at a meeting of the Public Health Council held on the 16th day of December, 1988, I hereby certify that the Public Health Council consents to the filing of the Certificate of Amendment to the Certificate of Incorporation of Buffalo Ambulatory Services, Inc., dated July 21, 1989.

Sincerely,

Karen S. Westervelt
Executive Secretary

Attachment
BY-LAWS

OF

BUFFALO AMBULATORY SERVICES, INC.

ARTICLE I

OFFICES

Section 1. Principal Office - The principal office of the Corporation shall be as set forth in its Certificate of Incorporation.

Section 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

Section 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.

Section 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 any member 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.

Section 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.

Section 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, the Certificate of Incorporation or these By-Laws. 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. Notwithstanding the foregoing, the following actions shall require a quorum of not less than 85% of the holders of the issued and outstanding shares of stock of the Corporation:

(i) The acquisition (purchase or lease) of any capital asset costing in excess of Fifty Thousand Dollars ($50,000);

(ii) The borrowing of funds by the Corporation in excess of Fifty Thousand Dollars ($50,000);

(iii) The hiring of employees outside the ordinary course of business;

(iv) The relocation of the Corporation’s principal place of business;

(v) Any changes in methods of retirement plan funding;
Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

(vi) Any contracting with third party payors with respect to urology services;

(vii) Any material modification of, or the election not to exercise any renewal option under, the lease under which the Corporation is lessee covering premises located at 3095 Harlem Road, Cheektowaga, New York;

(viii) The dissolution of the Corporation;

(ix) Mergers or consolidations involving the Corporation;

(x) A material modification of the By-Laws of the Corporation; and

(xi) The sale or issuance by the Corporation of any additional shares of stock in the Corporation.

Section 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 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, the Certificate of Incorporation or these By-Laws. An abstention shall not count as a vote cast.

Section 6. Proxies - Every proxy shall be valid upon its being filed with the Secretary of the Corporation or with the Secretary of the meeting. 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.
Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

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.

Section 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.

Section 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.

Section 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.

Section 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.

Any one or more shareholders of the Corporation may participate in a meeting of shareholders 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.
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ARTICLE III

BOARD OF DIRECTORS

Section 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.

Section 2. Number and Qualification - The number of directors constituting the entire Board shall be three (3) or such other number 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 unanimous vote 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.

Section 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. Notwithstanding the foregoing, and for so long as any of the shareholders of the Corporation are urologists, at least one of the three members of the Board of Directors shall be a urologist who shall be selected by the vote of all urologists who are then shareholders of the Corporation.

In the case of a vacancy occurring in the Board of Directors for any reason, such vacancy may be filled by the shareholders at a special meeting duly called for such purpose.

Section 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; provided, however, that any member of the Board of Directors who is a urologist may not be removed without a majority vote of the shares of the Corporation owned by all urologist shareholders.

Section 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 any member of the Board of Directors then in office.

Section 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 four 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.

Section 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.

Section 8. Quorum Adjournment Voting - Except as otherwise provided by the Certificate of Incorporation or these By-Laws, 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. Except for actions requiring the unanimous vote of all members of the Board of Directors, 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 and these By-Laws, 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. Notwithstanding the foregoing, the unanimous vote of all members of the Board of Directors shall be required in order for the Board of Directors to take the following action:
Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

(i) The acquisition (purchase or lease) of any capital asset costing in excess of Fifty Thousand Dollars ($50,000);

(ii) The borrowing of funds by the Corporation in excess of Fifty Thousand Dollars ($50,000);

(iii) The hiring of employees outside the ordinary course of business;

(iv) The relocation of the Corporation’s principal place of business;

(v) Any changes in methods of retirement plan funding;

(vi) Any contracting with third party payors with respect to urology services; and

(vii) A material modification of, or the election not to exercise any renewal option under, the lease under which the Corporation is lessee covering premises located at 3095 Harlem Road, Cheektowaga, New York.

Section 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.

Section 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.

Section 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;
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(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;

(e) The amendment or repeal of any resolution of the Board of Directors which by its terms shall not be so amendable or repealable; and

(f) Any action requiring unanimous vote of the Board of Directors.

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

Section 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.

Section 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 shareholders 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.
Section 3. Removal - Any officer may be removed from office by the Board at any time with or without cause.

Section 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.

Section 5. Compensation - The compensation of each officer shall be such as the Board of Directors may from time to time determine.

Section 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.

Section 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.

Section 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.

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

Section 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

Section 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.

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

Section 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.

Section 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.

Section 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.

Section 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.

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

ARTICLE VII

STATUTORY NOTICES

The Board of Directors may appoint the Treasurer or any other officer of the Corporation to cause to be prepared and furnished to shareholders entitled thereto any special financial notice and/or statement which may be required by Section 510, 511, 516, and 520 of the Business Corporation Law or by any other applicable statute.

ARTICLE VIII

FISCAL YEAR

The fiscal year of the Corporation shall be fixed by the Board of Directors by resolution duly adopted, and, from time to time, by resolution duly adopted the Board of Directors may alter such fiscal year.

ARTICLE IX

CORPORATE SEAL

The Corporate seal shall have inscribed thereon the name of the Corporation, the year of its incorporation and the words “Corporate Seal” and “New York” and shall be in such form and contain such other words and/or figures as the Board of Directors shall determine. The Corporate seal may be used by printing, engraving, lithographing, stamping or otherwise making, placing or affixing, or causing to be printed, engraved, lithographed, stamped or otherwise made, placed or affixed, upon any paper or document, by any process whatsoever, an impression, facsimile or other reproduction of said Corporate seal.

ARTICLE X

BOOKS AND RECORDS

There shall be maintained at the principal office of the Corporation books of account of all the Corporation’s business and transactions.

There shall be maintained at the principal office of the corporation or at the office of the Corporation’s transfer agent a record containing the names and addresses of all shareholders, the number and class of shares held by such and the dates when they respectively became the owners of record thereof.
ARTICLE XI

INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS

Any person made or threatened to be made a party to an action or proceeding, whether civil or criminal, by reason of the fact that he, his testator or intestate, then, is, or was a director or officer of the Corporation, or then serves or has served on behalf of the corporation in such capacity at the request of the Corporation, shall be indemnified by the Corporation against reasonable expenses, judgments, fines and amounts actually and necessarily incurred in connection with the defense of such action or proceeding or in connection with an appeal therein, to the fullest extent permissible by the laws of the State of New York. Such right of indemnification shall not be deemed exclusive of any other rights to which such person may be entitled.

ARTICLE XII

AMENDMENTS

Subject to Section 613 of the Business Corporation Law, and except as otherwise set forth in these By-Laws the shares entitled at the time to vote in the election of directors and the Board of Directors by vote of a majority of the entire Board, shall have the power to amend or repeal these By-Laws, and to adopt new By-Laws, provided, however, that any by-law adopted, amended or repealed by the Board of Directors may be amended or repealed by a majority of the votes of the shares at the time entitled to vote thereon as herein provided. No amendment of the By-Laws pertaining to the election of directors or the procedures for the calling and conduct of a meeting of shareholders shall affect the election of directors or the procedures for the calling or conduct in respect of any meeting of shareholders unless notice thereof is given to the shareholders as provided in Section 3 of Article II hereof.

Dated: May ____, 2000
FORBIDDEN FRUIT
FARMS, LLC
Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

STATE OF NEW YORK
DEPARTMENT OF STATE

I hereby certify that the annexed copy for FORBIDDEN FRUIT FARMS, LLC, File Number 040607000660 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 June 03, 2015.

Anthony Giardina
Executive Deputy Secretary of State

Rev. 06/07

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ARTICLES OF ORGANIZATION

OF

FORBIDDEN FRUIT FARMS, LLC

Under Section Two Hundred Three Of The Limited Liability Company Law

The undersigned, being at least eighteen (18) years of age and acting as the organizer of Forbidden Fruit Farms, LLC, hereby adopts the following Articles of Organization under Section 203 of the New York Limited Liability Company Law:

I. NAME OF COMPANY

The name of the limited liability company is Forbidden Fruit Farms, LLC (the "Company").

II. OFFICE

The office of the Company is to be located in the County of Erie, State of New York.

III. PERIOD OF DURATION

The latest date on which the Company is to dissolve is May 31, 2054.

IV. AGENT FOR SERVICE OF PROCESS

The Secretary of State (the "Secretary") is hereby designated as the agent of the Company upon whom process against it may be served. The post office address within or without this state to which the Secretary shall mail a copy of any process against the Company served upon him or her is:

Forbidden Fruit Farms, LLC
3095 Harlem Road
Cheektowaga, New York 14225

V. LIABILITY OF MEMBERS

No Members of the Company are to be liable in their capacity as Members for any debts, obligations or liabilities of the Company.

VI. INDEMNIFICATION

The Company shall have the power to indemnify, to the fullest extent permitted by the New York Limited Liability Company Law, as amended from time to time, all persons whom it is permitted to indemnify pursuant thereto.
VII. MANAGEMENT

The property, business and affairs of the Company will be managed by a Manager appointed by the Members.

VIII. CLASSES OF MEMBERS

The Company shall initially have a single class of members. Additional classes of members may be created from time to time in accordance with the provisions of the Operating Agreement, having such relative rights, powers, preferences and limitations as may from time to time be established pursuant to the Operating Agreement, including rights, powers, preferences, limitations and duties senior to existing classes of members.

IN WITNESS WHEREOF, these Articles of Organization have been subscribed this 3rd day of June, 2004, by the undersigned who affirms that the statements made herein are true under the penalties of perjury.

Elaine A. Burzynski, Organizer
2645 Sheridan Drive
Tonawanda, New York 14150
ARTICLES OF ORGANIZATION
OF
FORBIDDEN FRUIT FARMS, LLC

Under Section 203 of the Limited Liability Company Law
of the State of New York

FILER: ACCOUNT #27
BLAIR & ROACH, LLP
2645 SHERIDAN DRIVE
TONAWANDA, NY 14150
REFERENCE# 4C4192

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED JUN 07 2004

699
OPERATING AGREEMENT

This Agreement, dated July 13, 2004, is among the individuals and entities signing it below.

WHEREAS, the individuals and entities signing this Agreement desire to form a limited liability company known as Forbidden Fruit Farms, LLC pursuant to the New York Limited Liability Company Law;

WHEREAS, the individuals and entities signing this Agreement desire to establish their respective rights and obligations pursuant to the New York Limited Liability Company Law in connection with forming such a limited liability company;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the individuals and entities signing this Agreement below agree as follows:

ARTICLE I
Definitions

1.1 Definitions. In this Agreement, the following terms shall have the meanings set forth below:

(a) "Articles of Organization" shall mean the Articles of Organization of the Company filed or to be filed with the New York Secretary of State, as they may from time to time be amended.

(b) "Capital Account" as of any date shall mean the Capital Contribution to the Company by a Member, adjusted as of such date pursuant to of this Agreement.

(c) "Capital Contribution" shall mean any contribution by a Member to the capital of the Company in cash, property or services rendered or a promissory note or other obligation to contribute cash or property or to render services.

(d) "Code" shall mean the Internal Revenue Code of 1986, as amended, or any superseding federal revenue statute.

(e) "Company" shall refer to Forbidden Fruit Farms, LLC.

(f) "Distribution" means any cash and other property paid to a Member by the Company from the operations of the Company.

(g) "Fiscal Year" shall mean the fiscal year of the Company, which shall be the year ending December 31.
Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

(h) "Membership Interests" shall mean with respect to the Company the value of all Capital Contributions and with respect to any Member the ratio of the value of the Capital Contribution of such Member to the aggregate value of all Capital Contributions.

(i) "Manager" shall mean each individual listed in the Articles of Organization or in Exhibit A to this Agreement as a manager of the Company or any other individual that succeeds him or her as such a manager pursuant to this Agreement.

(j) "Member" shall mean each Person who or which executes a counterpart of this Agreement as a Member and each Person who or which may hereafter become a party to this Agreement.

(k) "Net Losses" shall mean the losses of the Company, if any; determined in accordance with generally accepted accounting principals employed under the cash method of accounting.

(l) "Net Profits" shall mean the income of the Company, if any, determined in accordance with generally accepted accounting principles employed under the cash method of accounting.

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

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

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

(p) "Treasury Regulations" shall mean all proposed, temporary and final regulations promulgated under the Code as from time to time in effect.

ARTICLE II
Organization

2.1 Formation. One or more Persons has acted or will act as an organizer or organizers to form a limited liability company by preparing, executing and filing with the New York Secretary of state the Articles of Organization pursuant to the New York Act.

2.2 Name. The name of the Company is Forbidden Fruit Farms, LLC.

2.3 Principal Place of Business. The principal place of business of the Company within the State of New York shall be 3095 Harlem Road, Cheektowaga, New York 14225. The Company may establish any other places of business as the Manager may from time to time deem advisable.
2.4 Registered Agent. The Secretary of State has been designated as the agent of the Company upon whom process against the Company may be served. The post office address to which the Secretary of State shall mail a copy of any process against the Company served upon him/her is 3095 Harlem Road, Cheektowaga, New York 14225. The agent may be changed from time to time by amending the Articles of Organization pursuant to the New York Act.

2.5 Term. The latest date on which the Company is to dissolve is May 31, 2054.

2.6 Purposes. The Company is formed for any lawful business purpose or purposes.

ARTICLE III
Members

3.1 Names and Addresses. The names and addresses of the Members are as set forth in Exhibit B to this Agreement.

3.2 Additional Members. A Person may be admitted as a member after the date of this Agreement upon the vote or written consent of a majority of Membership Interests.

3.3 Books and Records. The Company shall keep books and records of accounts and minutes of all meetings of the Members. Such books and records shall be maintained on a cash basis in accordance with this Agreement.

3.4 Information. Each Member may inspect during ordinary business hours and at the principal place of business of the Company the Articles of Organization, the Operating Agreement, the minutes of any meeting of the Members and any tax returns of the Company for the immediately preceding three Fiscal Years.

3.5 Limitation of Liability. Each Member's liability shall be limited as set forth in this Agreement, the New York Act and other applicable law. A Member shall not be personally liable for any indebtedness, liability or obligation of the Company, except that such Member shall remain personally liable for the payment of his or her Capital Contribution of such Member and as otherwise set forth in this Agreement, the New York Act and any other applicable law.

3.6 Sale of All Assets. The Members shall have the right, by the vote or written consent of a majority of Membership Interests, to approve the sale, lease exchange or other disposition of all or substantially all of the assets of the Company.

3.7 Priority and Return of Capital. No Member shall have priority over any other Member, whether for the return of a Capital Contribution or for Net Profits, Net Losses or
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a Distribution; provided, however, that this Section shall not apply to loan or other indebtedness (as distinguished from a Capital Contribution) made by a Member to the Company.

3.8 Liability of a Member to the Company. A Member who or which rightfully receives the return of any portion of a Capital Contribution is liable to the Company only to the extent now or hereafter provided by the New York Act. A Member who or which receives a Distribution made by the Company in violation of this Agreement or made when the Company's liabilities exceed its assets (after giving effect to such Distribution) shall be liable to the Company for the amount of such Distribution.

3.9 Financial Adjustments. No Members admitted after the date of this Agreement shall be entitled to any retroactive allocation of losses, income or expense deductions incurred by the Company. The Manager may, at the discretion of the Manager, at the time a Member is admitted, close the books and records of the Company (as though the Fiscal Year had ended) or make pro rata allocations of loss, income and expense deductions to such Member for that portion of the Fiscal Year in which such Member was admitted in accordance with of the Code.

ARTICLE IV
Management

4.1 Management. The Company shall be managed by a Manager, the name and address of which is: LAWTA Properties, LLC, 3095 Harlem Road, Cheektowaga, New York 14225.

4.2 Number, Tenure and Qualifications of Manager. The Company shall initially have one (1) Manager, as indicated in the Articles of Organization. The number of Managers of the Company may be amended from time to time by the vote or written consent of a majority of Membership Interests. Each Manager shall hold office until the next annual meeting of Members or until a successor shall have been elected and qualified. The Manager shall be elected by the vote or written consent of a majority of Membership Interests and need not be residents of the State of New York or Members of the Company.

4.3 Powers of the Manager. Except as set forth in this Agreement, the Manager shall have power and authority, on behalf of the Company to (a) purchase, lease or otherwise acquire from, or sell, lease or otherwise dispose of, or any Person any property, (b) open bank accounts and otherwise invest the funds of the Company, (c) purchase insurance on the business and assets of the Company, (d) commence lawsuits and other proceedings, (e) enter into any agreement, instrument or other writing, (f) retain accountants, attorneys or other agents and (g) take any other lawful action that the Manager considers necessary, convenient or advisable in connection with any business of the Company.

4.4 Binding Authority. Unless authorized to do so by this Agreement or the Manager, no Person shall have any power or authority to bind the Company. No Person shall have any power or authority to bind the Company unless such Person has been authorized by the
Manager to act on behalf of the Company in accordance with the immediately preceding sentence.

4.5 Liability for Certain Acts. The Manager shall perform his, her or its duties in good faith, in a manner he, she or it reasonably believes to be in the best interests of the Company and with such care as an ordinarily prudent person in a similar position would use under similar circumstances. A Manager who so performs such duties shall not have any liability by reason of being or having been a Manager. The Manager shall not be liable to the Company or any Member for any loss or damage sustained by the Company or any Member, unless the loss or damage shall have been the result of the gross negligence or willful misconduct of such Manager. Without limiting the generality of the preceding sentence, a Manager does not in any way guaranty the return of any Capital Contribution to a Member or a profit for the Members from the operations of the Company.

4.6 No Exclusive Duty to Company. The Manager shall not be required to manage the Company as its sole and exclusive function and may have other business interests and may engage in other activities in addition to those relating to the Company. Neither the Company nor any Member shall have any right pursuant to this Agreement to share or participate in such other business interests or activities or to the income or proceeds derived therefrom. The Manager shall incur no liability to the Company or any Member as a result of engaging in any other business interests or activities.

4.7 Indemnification. The Company shall indemnify and hold harmless the Manager from and against all claims and demands to the maximum extent permitted under the New York Act.

4.8 Resignation. Any Manager may resign at any time by giving written notice to the Company. The resignation of any Manager shall take effect upon receipt of such notice or at any later time specified in such notice. Unless otherwise specified in such notice, the acceptance of the resignation shall not be necessary to make it effective. The resignation of the Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of a Member.

4.9 Removal. Any Manager may be removed or replaced with or without cause by the vote or written consent of a majority of Membership Interests. The removal of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of such Member.

4.10 Vacancies. Any vacancy occurring for any reason in the number of Managers may be filled by the unanimous vote or written consent of all the remaining Managers then in office; provided, however, that if there are no remaining Managers, each vacancy shall be filled by the vote or written consent of a majority of the Membership Interests. A Manager elected to fill a vacancy shall be elected for the unexpired term of the Manager's predecessor in office and shall hold office until the expiration of such term and until the Manager's successor has been elected and qualified. A Manager chosen to fill a position resulting from an increase in
the number of Managers shall hold office until the next annual meeting of Members and until a successor has been elected and qualified.

4.11 Salaries. The salaries and other compensation of the Manager shall be fixed from time to time by the vote or written consent of a majority of the Membership Interests. No Manager shall be prevented from receiving such a salary or other compensation because such Manager is also a Member.

4.12 Officers. The Manager may designate one or more individuals as officers of the Company, who shall have such titles and exercise and perform such powers and duties as shall be assigned to them from time to time by the Manager. Any officer may be removed by the Manager at any time, with or without cause. Each officer shall hold office until his or her successor is elected and qualified. Any number of offices may be held by the same individual. The salaries and other compensation of the officers shall be fixed by the Manager.

ARTICLE V
Meetings of Members

5.1 Annual Meeting. The annual meeting of the Members shall be held on each third Tuesday in March or at such other time as shall be determined by the vote or written consent of the Membership Interests for the purpose of the transaction of any business as may come before such meeting.

5.2 Special Meetings. Special meetings of the Members, for any purpose or purposes, may be called by any Manager or any Member holding not less than ten percent of the Membership Interests.

5.3 Place of Meetings. Meetings of the Members may be held at any place, within or outside the State of New York, for any meeting of the Members designated in any notice of such meeting. If no such designation is made, the place of any such meeting shall be the chief executive office of the Company.

5.4 Notice of Meetings. Written notice stating the place, day and hour of the meeting indicating that it is being issued by or at the direction of the person or persons calling the meeting, stating the purpose or purposes for which the meeting is called shall be delivered no fewer than ten nor more than sixty days before the date of the meeting.

5.5 Record Date. For the purpose of determining the Members entitled to notice of or to vote at any meeting of Members or any adjournment of such meeting, or Members entitled to receive payment of any Distribution, or to make a determination of Members for any other purpose, the date on which notice of the meeting is mailed or the date on which the resolution declaring Distribution is adopted, as the case may be, shall be the record date for making such a determination. When a determination of Members entitled to vote at any meeting of Members has been made pursuant to this Section, the determination shall apply to any adjournment of the meeting.
5.6 Quorum. Members holding not less than a majority of all Membership Interests, represented in person or by proxy, shall constitute a quorum at any meeting of Members. In the absence of a quorum at any meeting of Members, a majority of the Membership Interests so represented may adjourn the meeting from time to time for a period not to exceed sixty days without further notice. However, if the adjournment is for more than sixty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Member of record entitled to vote at such meeting. At an adjourned meeting at which a quorum shall be present or represented, any business may be transacted that might have been transacted at the meeting as originally noticed. The Members present at a meeting may continue to transact business until adjournment, notwithstanding the withdrawal during the meeting of Membership Interests whose absence results in less than a quorum being present.

5.7 Manner of Acting. If a quorum is present at any meeting, the vote or written consent of a majority of Members shall be the act of the Members, unless the vote of a greater or lesser proportion or number is otherwise required by the New York Act, the Articles of Organization or this Agreement.

(a) A Member may vote in person or by proxy executed in writing by the Member or by a duly authorized attorney-in-fact.

(b) Every proxy must be signed by the Member or his or her attorney-in-fact. No proxy shall be valid after the expiration of eleven months from the date thereof unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the Member executing it, except as otherwise provided in this Section.

(c) The authority of the holder of a proxy to act shall not be revoked by the incompetence or death of the Member who executed the proxy unless, before the authority is exercised, written notice of an adjudication of such incompetence or of such death is received by any Manager.

(d) Except when other provision shall have been made by written agreement between the parties, the record holder of a Membership Interest which he, she or it holds as pledgee or otherwise as security or which belong to another, shall issue to the pledgor or to such owner of such Membership Interest, upon demand therefor and payment of necessary expenses thereof, a proxy to vote or take other action thereon.

(e) A proxy which is entitled "irrevocable proxy" and which states that it is irrevocable, is irrevocable when it is held by (i) a pledgee, (ii) a Person who has purchased or agreed to purchase the shares, (iii) a creditor or creditors of the Company who extend or continue credit to the Company in consideration of the proxy if the proxy states that it was given in consideration of such extension or continuation of credit, the amount thereof, and the name of the person extending or continuing credit, (iv) a Person who has contracted to perform services as an officer of the Company, if a proxy is required by the contract of employment, if the proxy states that it was given in consideration of such contract of employment, the name of the
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employee and the period of employment contracted for, or (v) a nominee of any of the Persons described in clauses (i)-(iv) of this sentence.

(f) Notwithstanding a provision in a proxy, stating that it is irrevocable, the proxy becomes revocable after the pledge is redeemed, or the debt of the Company is paid, or the period of employment provided for in the contract of employment has terminated and, in a case provided for in Section 5.8(e)(iii) or (iv) of this Agreement, becomes revocable three years after the date of the proxy or at the end of the period, if any, specified therein, whichever period is less, unless the period of irrevocability is renewed from time to time by the execution of a new irrevocable proxy as provided in this Section. This paragraph does not affect the duration of a proxy under paragraph (b) of this Section.

(g) A proxy may be revoked, notwithstanding a provision making it irrevocable, by a purchaser of a Membership Interest without knowledge of the existence of such proxy.

5.9 Action by Members Without a Meeting.

(a) Whenever the Members of the Company are required or permitted to take any action by vote, such action may be taken without a meeting, without prior notice and without a vote, if a consent or consents, in writing, setting forth the action so taken shall be signed by the Members who hold the voting interests having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all of the Members entitled to vote therein were present and voted, and shall be delivered to the office of the Company, its principal place of business or a Manager, employee or agent of the Company. Delivery made to the office of the Company shall be by hand or by certified or registered mail, return receipt requested.

(b) Every written consent shall bear the date of signature of each Member who signs the consent, and no written consent shall be effective to take the action referred to therein unless, within sixty days of the earliest dated consent delivered in the manner required by this Section to the Company, written consents signed by a sufficient number of Members to take the action are delivered to the office the Company, its principal place of business or a Manager, employee or agent of the Company having custody of the records of the Company. Delivery made to such office, principal place of business of Manager, employee or agent shall be by hand or by certified or registered mail, return receipt requested.

(c) Prompt notice of the taking of the action without a meeting by less than unanimous written consent shall be given to each Member who have not consented in writing but who would have been entitled to vote thereon had such action been taken at a meeting.

5.10 Waiver of Notice. Notice of a meeting need not be given to any Member who submits a signed waiver of notice, in person or by proxy, whether before or after the meeting. The attendance of any Member at a meeting, in person or by proxy, without protesting
prior to the conclusion of the meeting the lack of notice of such meeting, shall constitute a waiver of notice by him or her.

5.11 Voting Agreements. An agreement between two or more Members, if in writing and signed by the parties thereto, may provide that in exercising any voting rights, the Membership Interest held by them shall be voted as therein provided, or as they may agree, or as determined in accordance with a procedure agreed upon by them.

ARTICLE VI
Capital Contributions

6.1 Capital Contributions. Each Member shall contribute the amount set forth in Exhibit B to this Agreement as the Capital Contribution to be made by him, her or it.

6.2 Additional Contributions. If at any time the Members determine upon the vote or written consent of a majority of Membership Interests that it is necessary or desirable for the Company to raise additional capital each shall contribute a portion of such additional capital in proportion to his or her interest as represented by the Membership Interests. If any Member fails to make such contribution, that amount shall be deducted from subsequent distributions of profit or draws thereon until paid in full with interest on the outstanding balance, if any.

6.3 Capital Accounts. A Capital Account shall be maintained for each Member. Each Member’s Capital Account shall be increased by the value of each Capital Contribution made by the Member, allocations to such Member of the Net Profits and any other allocations to such Member of income pursuant to the Code. Each Member’s Capital Account will be decreased by the value of each Distribution made to the Member by the Company, allocations to such Member of Net Losses and other allocations to such Member pursuant to the Code.

6.4 Transfers. Upon a permitted sale or other transfer of a Membership Interest in the Company, the Capital Account of the Member transferring his, her or its Membership Interests shall become the Capital Account of the Person to which or whom such Membership Interest is sold or transferred in accordance with Section 1.704-1(b)(2)(iv) of the Treasury Regulations.

6.5 Modifications. The manner in which Capital Accounts are to be maintained pursuant to this Section is intended to comply with the requirements of Section 704(b) of the Code. If in the opinion of the Manager the manner in which Capital Accounts are to be maintained pursuant to this Agreement should be modified to comply with Section 704(b) of the Code, then the method in which Capital Accounts are maintained shall be so modified; provided, however, that any change in the manner of maintaining Capital Accounts shall not materially alter the economic agreement between or among the Members.

6.6 Deficit Capital Account. Except as otherwise required in the New York Act or this Agreement, no Member shall have any liability to restore all or any portion of a deficit balance in a Capital Account.
6.7 Withdrawal or Reduction of Capital Contributions. A Member shall not receive from the Company any portion of a Capital Contribution until all indebtedness, liabilities of the Company, except any indebtedness, liabilities and obligations to Members on account of their Capital Contributions, have been paid or there remains property of the Company, in the sole discretion of the Manager, sufficient to pay them. A Member, irrespective of the nature of the Capital Contribution of such Member, has only the right to demand and receive cash in return for such Capital Contribution.

ARTICLE VII
Allocations and Distributions

7.1 Allocations of Profits and Losses. The Net Profits and the Net Losses for each Fiscal Year shall be allocated to each Member in accordance with the ratio of the value of his, her or its Capital Account to the value of all Capital Accounts in the aggregate.

7.2 Distributions. The Manager may from time to time, in the discretion of the Manager, make Distributions to the Members. All Distributions shall be made to the Members pro rata in proportion to their Membership Interests as of the record date set for such Distribution.

7.3 Offset. The Company may offset all amounts owing to the Company by a Member against any Distribution to be made to such Member.

7.4 Limitation Upon Distributions. No Distribution shall be declared and paid unless, after such Distribution is made, the assets of the Company are in excess of all liabilities of the Company.

7.5 Interest on and Return of Capital Contributions. No Member shall be entitled to interest on his, her or its Capital Contribution or to a return of his, her or its Capital Contribution, except as specifically set forth in this Agreement.

7.6 Accounting Period. The accounting period of the Company shall be the Fiscal Year.

ARTICLE VIII
Taxes

8.1 Tax Returns. The Manager shall cause to be prepared and filed all necessary federal and state income tax returns for the Company. Each member shall furnish to the Manager all pertinent information in its possession relating to Company Operations that is necessary to enable the Company's income tax returns to be prepared and filed.

8.2 Tax Elections. The Company shall make the following elections on the appropriate tax returns:
Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

(a) To adopt the calendar year as the Fiscal Year;

(b) To adopt the cash method of accounting and keep the Company's books and records on the income tax method;

(c) If a Distribution as described in Section 734 of the Code occurs or if a transfer of a Membership Interest described in Section 743 of the Code occurs, upon the written request of any Member, to elect to adjust the basis of the property of the Company pursuant to Section 754 of the Code;

(d) To elect to amortize the organizational expenses of the Company and the start-up expenditures of the Company under Section 195 of the Code ratably over a period of sixty months as permitted by Section 709(b) of the Code; and

(e) Any other election that the Manager may deem appropriate and in the best interests of the Members.

Neither the Company nor any Member may make an election for the Company to be excluded from the application of Subchapter R of Chapter 1 of Subtitle A of the Code or any similar provisions of applicable state law, and no provisions of this Agreement shall be interpreted to authorize any such election.

8.3 Tax Matters Partners. The Manager shall be designated a the "tax matters partner" of the Company pursuant to Section 6231(a)(7) of the Code. Any Manager who is designated "tax matters partner" shall take any action as may be necessary to cause each other Member to become a "notice partner" within the meaning of Section 6223 of the Code.

ARTICLE IX
Transferability

9.1 General. Except as set forth in this Agreement, no Member shall gift, sell, assign, pledge, hypothecate, exchange or otherwise transfer to another Person any portion of a Membership Interest.

9.2 Offer to Acquire. If a Member desires to sell a Membership Interest to another Person, such Member shall obtain from such Person a bona fide written offer to purchase such Membership Interest, stating the terms and conditions upon which the purchase is to be made. Such Member shall give written notification to the other Members of his, her or its intention to sell such Membership Interest and a copy of such bona fide written offer.

9.3 Right of First Refusal. Each Member other than the Selling Member, on a basis pro rata to the Membership Interests of each Member exercising his, her or its right of first refusal, shall have the right to exercise a right of first refusal to purchase all (but not less than all) of the Membership Interest proposed to be sold by the Selling Member upon the same terms and conditions as stated in the bona fide written offer by giving written notification to the Selling Member of his, her or its intention to do so within thirty days after receiving written notice from
the Selling Member. The failure of any Member to so notify the Selling Member of a desire to exercise such right of first refusal within such thirty-day period shall result in the termination of such right of first refusal and the Selling Member shall be entitled to consummate the sale of his, her or its Membership Interest with respect to which such right of first refusal has not been exercised to the Person offering to do so pursuant to the bona fide written offer. If the Selling Member fails to sell his, her or its Membership Interest within thirty days after receiving the right to do so, his, her or its right to do so terminates and the terms and conditions of this Section shall again be in effect.

9.4 Closing. If any Member gives written notice to the Selling Member of his, her or its desire to exercise such right of first refusal and to purchase all of the Selling Member's Interest upon the same terms and conditions as are stated in the written offer, such Member shall have the right to designate the time, date and place of closing within ninety days after receipt of written notification from the Selling Member of the bona fide offer.

9.5 Transferee Not a Member. No Person acquiring a Membership Interest pursuant to this Section other than a Member shall become a Member unless such Person is approved by the vote or written consent of a majority of Membership Interests. If no such approval is obtained, such Person's Membership Interest shall only entitle such Person to receive the distributions and allocations of profits and losses to which the Member from whom or which such Person received such Membership Interest would be entitled. Any such approval may be subject to any terms and conditions imposed by the Members.

9.6 Effective Date. Any sale of a Membership Interest or admission of a Member pursuant to this Article shall be deemed effective as of the last day of the calendar month in which such sale or admission occurs.

ARTICLE X
Dissolution

10.1 Dissolution. The Company shall be dissolved and its affairs shall be wound up upon the first to occur of the following:

(a) The latest date on which the Company is to dissolve, if any, as set forth in the Articles of Organization;

(b) The vote or written consent of a majority of Members; or

(c) The bankruptcy, death, dissolution, expulsion, incapacity or withdrawal of any Member or the occurrence of any other event that terminates the continued membership of any Member, unless within one hundred eighty days after such event the Company is continued by the unanimous vote or written consent of all of the remaining Members.

10.2 Winding Up. Upon the dissolution of the Company the Manager may, in the name of and for an on behalf of the Company, prosecute and defend suits, whether civil,
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criminal or administrative, sell and close the Company's business, dispose of and convey the Company's property, discharge the Company's liabilities and distribute to the Members any remaining assets of the Company, all without affecting the liability of Members. Upon winding up of the Company, the assets shall be distributed as follows:

(a) To creditors, including any Member who is a creditor, to the extent permitted by law, in satisfaction of liabilities of the Company, whether by payment or by establishment of adequate reserves, other than liabilities for distributions to Members under Section 507 or Section 509 of the New York Act;

(b) To Members and former Members in satisfaction of liabilities for Distributions under Section 507 or Section 509 of the New York Act; and

(c) To Members first for the return of their Capital Contributions, to the extent not previously returned, and second respecting their Membership Interests, in the proportions in which the Members share in Distributions in accordance with this Agreement.

10.3 Articles of Dissolution. Within ninety days following the dissolution and the commencement of winding up of the Company, or at any other time there are no Members, articles of dissolution shall be filed with the New York Secretary of State pursuant to the New York Act.

10.4 Deficit Capital Account. Upon a liquidation of the Company within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Treasury Regulations, if any Member has a Deficit Capital Account (after giving effect to all contributions, distributions, allocations and other adjustments for all Fiscal Years, including the Fiscal Year in which such liquidation occurs), the Member shall have no obligation to make any Capital Contribution, and the negative balance of any Capital Account shall not be considered a debt owed by the Member to the Company or to any other Person for any purpose.

10.5 Nonrecourse to Other Members. Except as provided by applicable law or as expressly provided in this Agreement, upon dissolution, each Member shall receive a return of his, her or its Capital Contribution solely from the assets of the Company. If the assets of the Company remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return any Capital Contribution of any Member, such Member shall have no recourse against any other Member.

10.6 Termination. Upon completion of the dissolution, winding up, liquidation, and distribution of the assets of the Company, the Company shall be deemed terminated.
ARTICLE XI
General Provisions

11.1 Notices. Any notice, demand or other communication required or permitted to be given pursuant to this Agreement shall have been sufficiently given for all purposes if (a) delivered personally to the party or to an executive officer of the party to whom such notice, demand or other communication is directed or (b) sent by registered or certified mail, postage prepaid, addressed to the Member or the Company at his, her or its address set forth in this Agreement. Except as otherwise provided in this Agreement, any such notice shall be deemed to be given three business days after the date on which it was deposited in a regularly maintained receptacle for the deposit of United States mail, addressed and sent as set forth in this Section.

11.2 Merger; Amendments. This Agreement contains the entire agreement among the Members with respect to the subject matter of this Agreement, and supersedes each course of conduct previously pursued or acquiesced in, and each oral agreement and representation previously made, by the Members with respect thereto, whether or not relied or acted upon. No course of performance or other conduct subsequently pursued or acquiesced in, and no oral agreement or representation subsequently made, by the Members, whether or not relied or acted upon, and no usage of trade, whether or not relied or acted upon, shall amend this Agreement or impair or otherwise affect any Member’s obligations pursuant to this Agreement or any rights and remedies of a Member pursuant to this Agreement. No amendment to this Agreement shall be effective unless made in a writing duly executed by all Members and specifically referring to each provision of this Agreement being amended.

11.3 Construction. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa.

11.4 Headings. The headings in this Agreement are for convenience only and shall not be used to interpret or construe any provision of this Agreement.

11.5 Waiver. No failure of a Member to exercise, and no delay by a Member in exercising, any right or remedy under this Agreement shall constitute a waiver of such right or remedy. No waiver by a Member of any such right or remedy under this Agreement shall be effective unless made in a writing duly executed by all Members and specifically referring to each such right or remedy being waived.

11.6 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. However, if any provision of this Agreement shall be prohibited by or invalid under such law, it shall be deemed modified to conform to the minimum requirements of such law or, if for any reason it is
not deemed so modified, it shall be prohibited or invalid only to the extent of such prohibition or invalidity without the remainder thereof or any other such provision being prohibited or invalid.

11.7 Binding. This Agreement shall be binding upon and inure to the benefit of all Members, and each of the successors and assignees or the Members, except that right or obligation of a Member under this Agreement may be assigned by such Member to another Person without first obtaining the written consent of all other Members.

11.8 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

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

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

LAWTA Properties, LLC

By: [Signature]

(title)

Ephraim S. Atwal

[Signature]

Vice President

Harpreet Singh
EXHIBIT A

Manager

LAWTA Properties, LLC
3095 Harlem Road
Cheektowaga, New York 14225
Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

**EXHIBIT B**

**Members**

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Membership Units</th>
<th>Capital Contribution</th>
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<tr>
<td>Ephraim S. Atwal</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Harpreet Singh</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Redacted pursuant to N.Y. Public Officers Law, Art. 6
LAWTA FARMS I, LLC
ARTICLES OF ORGANIZATION

OF

LAWTA FARMS I, LLC

Under Section 203 of the Limited Liability Company Law

FIRST: The name of the limited liability company is

LAWTA FARMS I, LLC

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

THIRD: The secretary of state is designated as agent of the limited liability company upon whom process against it may be served. The post office address within or without this state to which the secretary of state shall mail a copy of any process against the limited liability company served upon him or her is 3095 HARLEM ROAD, BUFFALO, NEW YORK, 14225.

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

[ ] 1 or more members
[ ] A class or classes of members
[X] 1 or more managers
[ ] A class or classes of managers

Robin J Molt
(signature)

Robin J Molt, Organizer
(name and title)
OPERATING AGREEMENT

OF

LAWTA FARMS I, LLC

This Operating Agreement ("Agreement") of LAWTA FARMS I, LLC (the "Company"), effective as of this 16th day of April, 2007, by, between, and among the undersigned confirms our understanding as to the matters contained herein.

The parties hereto agree as follows:

ARTICLE I

Definitions

SECTION 1.1 As used herein, the following terms and phrases shall have meanings indicated:

A. "Act" shall mean the New York Limited Liability Company Law, as amended.

B. "Capital Account" shall mean, with respect to each Member, the account established for each Member pursuant to Section 6.5, which will initially equal the Capital Contributions of such Member, and as adjusted from time to time as set forth in this Agreement. Members' Capital Accounts shall be determined and maintained in accordance with the rules of paragraph (b) (2) (iv) of Regulation Section 1.704-1 of the Code.

C. "Capital Contributions" shall mean the fair market value of the amounts contributed by the Members pursuant to Section 6.1.

D. "Code" shall mean the Internal Revenue Code of 1986, as amended, or corresponding provisions of subsequent revenue laws.

E. "Company" shall mean this limited liability company, to wit: LAWTA FARMS I, LLC.

F. "Distribution" shall mean any cash and other property paid to a Member by the Company from the operations of the Company.

G. "Operating Manager" shall mean the Member or Members selected by the Members in accordance with this Agreement to serve as Operating Manager or Operating Managers of the Company.
Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

H. "Members" shall mean the persons designated as such in Schedule A of this Agreement, and successor(s) to their interests as such in the Company; and any other person who pursuant to this Agreement shall become a Member shall be to any one of the then Members.

I. "Net Profits" and "Net Losses" shall mean the net profits or net loss, respectively, of the Company determined in accordance with Section 8.1.

J. The words "Membership Interest" shall mean a Member's interest in the Company which shall be in the proportion that the Member's share of Membership Units of the Company bears to the aggregate number of Membership Units of all the Members. A "majority in interest of the Members" and "two-thirds in interest of the Members" shall mean Members whose aggregate share of Membership Units of the Company constitute more than one-half or two-thirds, respectively, of the aggregate number of Membership Units of all the Members.

J. "Membership Unit" shall mean a Member's Membership Interest as evidenced by a certificate issued by the Company and referred to as a "Membership Unit" or "Units".

K. "Person" shall mean any natural person, corporation, partnership, joint venture, association, limited liability company or other business or legal entity.

ARTICLE II

Organization of the Company

SECTION 2.1 The purpose of the Company is to conduct any lawful business for which limited liability companies may be organized and to do all things necessary or useful in connection with the foregoing.

SECTION 2.2 The Company shall be "LAWTA FARMS I, LLC".

SECTION 2.3 The Members shall be Members in the Company and shall continue to do business under the name of the Company until the Operating Manager shall change the name or the Company shall terminate.

SECTION 2.4 The principal address of the Company shall be such place or places as the Operating Manager may determine. The Operating Manager will give notice to the Members promptly after any change in the location of the principal office of the Company.
SECTION 2.5 The term of the Company shall begin upon the filing of the Articles of Organization with the New York State Department of State and shall continue indefinitely, or until the Company is earlier dissolved and its affairs wound up in accordance with the provisions hereof or by operation of law.

ARTICLE III

Status of Members

SECTION 3.1 No Member will be bound by, or be personally liable for the expenses, liabilities, or obligations of the Company.

SECTION 3.2 No Member will be entitled to withdraw any part of his Capital Account or to receive any distributions from the Company except as expressly provided in this Agreement.

SECTION 3.3 No Member will have the right to require partition of the Company property or to compel any sale or appraisal of the Company's assets or any sale of a deceased Member's interest in the Company's assets, notwithstanding any provisions of law to the contrary.

ARTICLE IV

Meeting of Members

SECTION 4.1 An annual meeting of Members shall be held within five (5) months after the close of the fiscal year of the Company on such date and at the time and place (either within or without the State of its organization) as shall be fixed by the Operating Manager. At the annual meeting, the Members shall elect the Operating Manager and transact such other business as may properly be brought before the meeting.

SECTION 4.2 A special meeting of Members may be called at any time by the Operating Manager and shall be called by the Operating Manager at the request in writing of that Membership Interest specified in Schedule B of the Members 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 Members shall be confined to the purposes set forth in the notice thereof.

SECTION 4.3 Written notice of the time, place and purpose of every meeting of Members (and, if other than an annual meeting, the person or persons at whose direction the meeting is being called), shall be given by the Operating Manager to each Member of record entitled to vote at such meeting, not less than ten or more than sixty days prior to the date set for the meeting. Notice shall be given either personally or by mailing said notice by first class mail to each Member at his address appearing on the record book of the Company or at such other address supplied by him in writing to the Operating Manager of the Company for the purpose of receiving notice.
Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

A written waiver of notice setting forth the purposes of the meeting for which notice is waived, signed by the person or persons entitled to such notice, whether before or after the time of the meeting stated therein, shall be deemed equivalent to the giving of such notice. The attendance by a Member at a meeting either in person or by proxy without protesting the lack of notice thereof shall constitute a waiver of notice of such Member.

All notices 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 at the time and place of the adjourned meeting is made at the original meeting.

SECTION 4.4 The holders of a majority in interest of the Members present in person or represented by proxy, shall be requisite and shall constitute a quorum at all meetings or members except as otherwise provided by statute or the Articles of Organization. If, however, a quorum shall not be present or represented at any meeting of Members, the Members 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 Members.

SECTION 4.5 Every Member entitled to vote at any meeting shall be entitled to vote in accordance with his membership interest in the Company 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. Except as may otherwise be provided by statute, the Articles of Organization, or this Operating Agreement, any Company action shall be authorized by a majority interest of the votes cast by the Members entitled to vote thereon.

SECTION 4.6 Every proxy must be signed by the Member entitled to vote or by his duly authorized attorney-in-fact and shall be valid only if filed with the Operating Manager of the Company 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 statute. Unless the proxy by its terms provides for a specific revocation date and except as otherwise provided by statute, revocation of a proxy shall be effective unless and until such revocation is executed in writing by the Member who executed such proxy and the revocation is filed with the Operating Manager of the Company prior to the voting of the proxy.
SECTION 4.7 All meetings of Members shall be presided over by the Operating Manager, or if not present, by a Member thereby chosen by the Members at the meeting. The Operating Manager or the person presiding at the meeting shall appoint any person present to act as secretary of the meeting.

SECTION 4.8 For the purpose of determining the Members entitled to notice of, or to vote at any meeting of Members or any adjournment thereof or to express consent or dissent from any proposal without a meeting, or for the purpose of determining the Members entitled to receive payment of any distribution of Cash flow or the allotment of any rights, or for the purpose of any other action, the Operating Manager may fix, in advance, a date as the record date for any such determination of Members. Such date shall not be more than fifty nor less than ten days before the date of any meeting nor more than fifty days prior to any action taken without a meeting, the payment of any distribution of Cash Flow or the allotment of any rights, or any other action. When a determination of Members of record entitled to notice of, or to vote at any meeting of Members has been made as provided in this Section, such determination shall apply to any adjournment thereof, unless the Operating Manager fixes a new record date under this Section for the adjourned date.

SECTION 4.9 The Company shall be entitled to treat the holder of record of any Membership Interest as the holder in fact thereof and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such Membership Interest on the part of any other person whether or not it shall have express or other notice thereof, except as otherwise provided by the Act.

ARTICLE V

Management

SECTION 5.1 Management of the Company shall be vested in the Operating Manager of the Company. Except as otherwise provided in this Agreement, the Members shall not be entitled to participate in the day-to-day affairs and management of the Company. No Member will take part in or interfere in any manner with the conduct or control of the business of the Company or have any right or authority to act for or bind the Company except as provided in this Agreement.

SECTION 5.2 The Members hereby unanimously elect Amarjit S. Atwal as the initial Operating Manager of the Company, to serve until the first annual meeting of the Members and until his respective successor(s) shall be duly elected and qualified.

A. The Members shall elect one or more Persons as Operating Manager(s) at each annual meeting of the Company to serve until the next annual meeting of the Company and until their respective successors are duly elected and qualified. In addition, if any Person resigns or otherwise vacates the office of Operating Manager, the Members shall elect a replacement Manager to serve the remaining term of such office, unless one or more other Persons then serve as Operating Manager and the Members determine not to fill such
Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

vacancy. A Person may be removed as an Operating Manager by the Members with or without cause at any time. An Operating Manager may, but shall not be required to, be elected from among the Members. An Operating Manager may be a natural person or an Entity. Notwithstanding any of the foregoing provisions, the rights of the Members to elect and remove the Operating Manager shall be subject to the restrictions set forth in Section 5.2 B and Section 5.2 C hereof.

B. Each Operating Manager shall have the right to appoint a successor in interest.

C. For so long as Amarjit S. Atwal holds a Membership Interest, and has not consented otherwise in writing, each Member agrees at all times to vote his entire Membership Interest (whether in the election of the Operating Manager or in any vote to remove an Operating Manager) so as to cause Amarjit S. Atwal, or his successor in interest, to be the Operating Manager of the Company. At such time as Amarjit S. Atwal ceases to hold a Membership Interest or be a Member, the covenants contained in this Section shall terminate.

SECTION 5.3 Unless otherwise expressly provided by the New York Act, the Articles of Organization, or the terms of this Agreement, the vote, approval or consent of the Operating Manager, a majority of the Operating Managers (if more than one), determined on a per capita basis, shall be necessary and sufficient for the Operating Manager to take any action on behalf of the Company that the Operating Manager is authorized to take pursuant to the New York Act, the Articles of Organization or this Agreement.

SECTION 5.4 The Operating Manager may delegate to one or more Members the authority to execute any documents or take any other actions deemed necessary or desirable in furtherance of any action that they have authorized on behalf of the Company as provided in Section 5.3 hereof.

SECTION 5.5 If at any time there is only one Person serving as an Operating Manager, such Operating Manager shall be entitled to exercise all powers of the Operating Managers set forth in this Section, and all references in this Section and otherwise in this Agreement to Operating "Managers" shall be deemed to refer to such single Operating Manager.

SECTION 5.6 Any Person dealing with the Company, other than a Member, may rely on the authority of the Operating Manager in taking any action in the name of the Company, if such Operating Manager provides to such Person a copy of the applicable provision of this Agreement and/or the resolution or written consent of the Operating Manager or Members granting such authority, certified in writing by such Operating Manager to be genuine and correct and not to have been revoked, superseded or otherwise amended.

SECTION 5.7 An Operating Manager shall be entitled, but not required, to receive a reasonable salary for services rendered on behalf of the Company and/or in his capacity as Operating Manager. The amount of such salary shall be determined by the Operating Manager. The Company shall reimburse the Operating Manager for reasonable out-of-
Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

...pocket expenses that were or are incurred by the Operating Manager on behalf of the Company with respect to the start-up or operation of the Company, the on-going conduct of the Company's business, or the dissolution and winding up of the Company and its business.

SECTION 5.8 During the existence of the Company, the Operating Manager shall devote such time to the business of the Company as may reasonably be required to conduct its business in an efficient and profitable manner. The Operating Manager, for their own account and for the account of others, may engage in business ventures, which may compete with the business of the Company. Each Member hereby expressly consents to the continued and future ownership and operation by the other Members or the Operating Manager of such business ventures and waives any claim for damages or otherwise, or rights to participate therein or with respect to the operation and profits or losses thereof.

SECTION 5.9 The Company shall indemnify the Operating Manager, whether serving the Company or, at its request, any other Entity, to the full extent permitted by the New York Act, including, but not limited to, reasonable attorneys fees. The foregoing rights of indemnification shall not be exclusive of any other rights to which the Operating Manager may be entitled. The Operating Manager may, upon the approval of the Members, take such action as is necessary to carry out these indemnification provisions and may adopt, approve and amend from time to time such resolutions or contracts implementing such provisions or such further indemnification arrangements as may be permitted by law.

SECTION 5.10 The Company shall be managed by the Operating Manager and the conduct of the Company's business shall be controlled and conducted solely and exclusively by the Operating Manager in accordance with this Agreement. In addition to and not in limitation of any right and powers conferred by law or other provisions of this Agreement, the Operating Manager shall have and may exercise on behalf of the Company all powers an rights necessary, proper, convenient or advisable to effectuate and carry out the purposes, business and objectives of the Company, and to maximize Company profits. Such powers shall include, without limitation, the following:

A. Entering into, making and performing contracts, agreements, and other undertakings binding the Company that may be necessary, appropriate, or advisable in furtherance of the purposes of the Company;

B. Opening and maintaining bank accounts, investment accounts, and other arrangements, drawing checks and other orders for the payment of money, and designating individuals with authority to sign or give instructions with respect to those accounts and arrangements;

C. Collecting funds due to the Company;

D. Acquiring, utilizing, maintaining and disposing of any assets of the Company, in the ordinary course of business;

E. To the extent that funds of the Company are available therefore, paying debts and obligations of the Company;
F. Employing from time to time persons, firms, or corporations for the operation and management of various aspects of the Company's business, on such terms and for such compensation as the Operating Manager shall determine;

G. Making elections available to the Company under the Code;

H. Obtaining general liability, property, and other insurance for the Company, as the Operating Manager deems proper;

I. Establishing such procedures and policies, as the Operating Manager deems proper for the operation of the business as a going concern;

J. Determine the appropriate accounting method or methods to be used by the Company.

K. Commence lawsuits and other proceeding;

L. Retain accountants, attorneys or other agents to act on behalf of the Company;

M. Acquire, sell, assign, or otherwise transfer any interest in any property;

N. Create any indebtedness for borrowed money whether or not secured;

O. Designate one or more Members or employees of the Company to carry out the management decisions made in accordance with this Agreement;

P. Execute, acknowledge and deliver any and all instruments to effectuate the foregoing, and to take all such action in connection therewith as the Operating Manager deem necessary or appropriate.

SECTION 5.11 Notwithstanding the foregoing, the Operating Manager may not make any of the following management decisions without obtaining the consent of a majority interest of the Members:

A. To admit a person as a Member (in accordance with Article 9);

B. To file or consent to file a petition for or against the Company under any federal or state bankruptcy, insolvency or reorganization act;

C. To confess any judgment on behalf of the Company in excess of $5,000.00;

D. To do any act which makes it impossible to carry on the ordinary business of the Company;

E. To approve the dissolution of Company;
F. To approve the merger of the Company with another limited liability company;

G. To adopt, amend, restate, or revoke the Articles of Organization, subject to this Agreement and the Act.

SECTION 5.12 The Operating Manager shall serve designate a Tax Matters Member as such is defined in Code Section 6231 (a)(7).

SECTION 5.13 The Operating Manager may appoint such other officers and assistant officers as he may from time to time deem necessary or appropriate for the management of the Company. Any officers so appointed shall have such authority and perform such duties as the Operating Manager may, from time to time, assign to them. The Operating Manager may assign titles to particular offices. Unless the Operating Manager decides otherwise, if the title given an officer is one commonly used for officers of a business corporation, then the assignment of such title shall constitute the delegation of such officer of the authority and duties that are commonly associated with that office. Any number of offices may be held by the same Person. Each officer of the Company shall hold office at the pleasure of the Operating Manager, until his successor has been appointed and qualified, or until his earlier death, resignation, or removal. An officer need not be a Member. The Operating Manager shall be empowered to fill all vacancies in office and to remove officers at any time with or without cause. The Operating Manager shall from time to time fix the salaries and other compensation/benefits, if any, of the officers of the Company.

Any officer may resign at any time by giving written notice to the Operating Manager. 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.

SECTION 5.14 During the existence of the Company, the Operating Manager shall devote such time to the business of the Company as may reasonably be required to conduct its business in an efficient and profitable manner. The Operating Manager shall perform his duties in good faith, in a manner he reasonably believes to be in the best interest of the Company and with such care as an ordinarily prudent person in a similar position would use under similar circumstances.

SECTION 5.15 Any Person made or threatened to be made a part to an action or proceeding, whether civil or criminal, by reason of the fact that he, his testator or intestate, then is, or was an Operating Manager, Member, employee or agent of the Company, or then serves or has served on behalf of the Company in any capacity at the request of the Company, shall be indemnified by the Company against reasonable expenses, judgments, fines and amounts actually and necessarily incurred in connection with the defense of such action or proceeding or in connection with an appeal therein, to the fullest extent permissible by Act, including, but not limited to attorney fees. Such right of indemnification shall not be deemed exclusive of any other rights to which such person may be entitled.
SECTION 5.16  So long as any Person, by reason of the fact that he, his testator or intestate, then, is, or was an Operating Manager, Member, officer, employee, or agent of the Company, acts in good faith with respect to the conduct of the business and affairs of the Company, no such Person shall be liable or accountable to the Company or to any of the Members, in damages or otherwise, for any error of judgment, for the mistake of fact or of law, or for any other act or thing that he may do or refrain from doing in connection with the business and affairs of the Company, except for willful misconduct, gross negligence, or breach of fiduciary duty, and further except for breaches of contractual obligations or agreements between the Operating Manager and the Company.

ARTICLE VI

Capital

SECTION 6.1  The Members have contributed to the Company in exchange for their Membership Interests, the cash and other property as set forth on Schedule A, annexed hereto.

SECTION 6.2  The fair market value and the adjusted basis of the contributing Member of any other property other than cash contributed to the Company by a Member shall be set forth on Schedule A, annexed hereto.

SECTION 6.3  Except as expressly provided in this Agreement, no Member shall be required to make any additional contributions to the capital of the Company.

SECTION 6.4  No interest shall be paid on the Capital Account of any Member.

SECTION 6.5  A Capital Account shall be established for each Member on the books and records of the Company. Each Member's Capital Account shall be increased by the value of each Capital Contribution made by the Member, allocations to such Member of the Net Profits and any other allocations to such Member of income pursuant to the Code. Each Member's Capital Account will be decreased by the value of each Distribution made to the Member by the Company, allocations to such Member of the Net Losses and other allocations to such Member pursuant to the Code. If any assets of the Company are distributed to the Members in kind, the Capital Accounts of the Members shall be adjusted to reflect the difference between the fair market value of such assets on the date of distribution and the basis of the Company in such assets.

SECTION 6.6  In the event of a permitted transfer of a Membership Interest in the Company, the Capital Account of the transferor shall become the Capital Account of the transferee in proportion to the percentage of the transferor's interest transferred.
ARTICLE VII

Distributions

SECTION 7.1 Distributions shall be made to the Members as such times and in such amounts as determined by the Operating Manager from time to time. All Distributions shall be made to the Members in accordance with and in such proportions as the Operating Manager shall deem appropriate.

SECTION 7.2 Distributions shall be made from time to time in such manner as determined by the Operating Manager.

SECTION 7.3 No Distribution shall be declared and paid unless, after such Distribution is made, the assets of the Company are in excess of all liabilities of the Company.

SECTION 7.4 The Company is hereby authorized, at the discretion of the Operating Manager, to maintain and withhold from distribution a reserve, which, in his sole discretion is deemed necessary for the purpose of proper management and operation of the Company.

ARTICLE VIII

Profits and Losses

SECTION 8.1 The Net Profits and Net Losses of the Company shall be the net profits and net losses of the Company as determined for Federal income tax purposes.

SECTION 8.2 The Net Profits and Net Losses of the Company and each item of income, gain, loss, deduction or credit entering into the computation thereof, shall be allocated to the Members in the same proportions that they share in Distributions pursuant to Article 7 above, or if there is no Distribution, that they would have shared if there had been a Distribution. Any special allocations that may need to be made from time to time in accordance with the Code, or otherwise, shall be determined by the Operating Manager.

SECTION 8.3 Any Company gain or loss realized with respect to property, other than money, contributed to the company by a Member shall be shared among the Members pursuant to Code section 704(c) and regulation to be promulgated thereunder so as to take account of the difference between the Company basis and the fair market value of the property at the time of the contribution ("built-in gain or loss"). Such built-in gain or loss shall be allocated to the contributing Member upon the disposition of the property.
ARTICLE IX

Admission and Withdrawal of a Member

SECTION 9.1 Except as set forth in this Agreement, no Member shall withdraw from membership in the Company or gift, sell, assign, pledge, hypothecate, exchange, or otherwise transfer to another Person any portion of his Membership Interest.

SECTION 9.2 A Member may withdraw from membership in the Company at any time upon ninety (90) days prior written notice to the Company. The payment to the withdrawing member shall be paid in twelve (12) equal monthly installments, with the first such installment being paid within 90 days following the date of withdrawal, with full right of prepayment by the Company without penalty. The value of the withdrawing Member’s Capital Account shall be determined as of the last day of the month immediately preceding the date of withdrawal.

SECTION 9.3 If following the death, incapacity, bankruptcy or dissolution of a Member, the Company is continued in accordance herewith, the legal or personal representative of the Member or the Member’s estate shall be entitled to receive, with respect to such Member’s Membership Interest and on behalf of such Member or such Member’s estate, the distributions and allocations of profits and losses to which such Member would be entitled under this Agreement, but shall have no right to act as a Member. The legal or personal representative of the Member or the Member’s estate shall then be paid the value of the Member’s Capital Account in accordance herewith.

For purposes of this Agreement, incapacity includes a Member’s total and permanent disability. Total and permanent disability means a physical or mental condition of the Member resulting from a bodily injury or disease or mental disorder which in the judgment of the Company, based upon medical reports and other evidence satisfactory to the Company, renders the Member incapable of continuing his usual and customary services on behalf of the Company. If the Member cannot return to work on a full time basis within one year from the first day such Member was incapable of continuing his usual and customary services on behalf of the Company, such Member’s Membership Interest shall be redeemed by the Company and the Member shall be paid in cash his pro-rata share of the book value of the Company (not including goodwill), determined as of the last day of the month immediately preceding the date of payment. However, in the event that such book value amount is less than said Member’s Capital Account, than said Member’s Capital Account, than said Member shall be paid the amount of his Capital Account in full consideration of his Membership Interest for his pro-rata share as determined in accordance with his Membership Interest.

The Company shall purchase or redeem the Membership Interest of a Member in case of such Member’s death within six (6) months after the appointment of the executor or administrator or other legal representative of the estate of the deceased Member. The payment to the withdrawing Member shall be paid in twelve (12) equal consecutive monthly installments, with the first such installment being paid within ninety (90) days of
the appointment of the executor, administrator, or other legal representative of the estate, with full right of prepayment by the Company without penalty.

SECTION 9.4 If a Member desires to sell a Membership Interest to any Person, such Member ("Selling Member") shall obtain from such Person a bona fide written offer to purchase such Membership Interest, stating the terms and conditions upon which the purchase is to be made. Such Member shall then give written notification to the other Members of his or her intention to sell such Membership Interest and a copy of such bona fide written offer.

Each Member other than the Selling Member, on a basis pro-rata to the Membership Interests of each Member exercising his, her or its right of first refusal, shall have the right to exercise a right of first refusal to purchase all (but not less than all) of the Membership Interest proposed to be sold by the Selling Member upon the same terms and conditions as stated in the bona fide written offer by giving written notification to the Selling Member of his or her intention to do so within thirty (30) days after receiving written notice from the Selling Member. The failure of the other Members to so notify the Selling Member of a desire to exercise such right of first refusal within such thirty (30) day period shall result in the termination of such right of first refusal and the Selling Member shall be entitled to consummate the sale of his or her Membership Interest with respect to which such right of first refusal has not been exercised to the Person offering to do so pursuant to the bona fide written offer. If the Selling Member does not sell his or her Membership Interest within thirty days after receiving the right to do so, his or her right to do so terminates and the terms and conditions of this Section shall again be in effect.

If any Member gives written notice to the Selling Member of his or her desire to exercise such right of first refusal and to purchase all of the Selling Member’s Membership Interest upon the same terms and conditions as are stated in the written offer, such Member shall have the right to designate the time, date and place of closing, which time and date of closing shall be within ninety days after receipt of written notification from the Selling Member of the bona fide offer.

SECTION 9.5 No Person acquiring a Membership Interest pursuant to this Article, other than a Member, shall become a Member, unless such Person is approved by the prior consent of a majority interest of the other Members either in writing or at a meeting called for such purpose. Any such approval may be subject to any terms and conditions imposed by the Operating Manager or Members as they may deem appropriate.

If a transferee of a Membership Interest is not admitted as a Member as set forth in this Agreement, such transferee shall nevertheless, and only, be entitled to receive such Distributions and allocations of profits and losses from the Company as the transferring Member would have been entitled to receive under this Agreement with respect to such Membership Interest, had the transferring Member retained such Membership Interest.
SECTION 9.6 Notwithstanding the above, any Membership Interest that is held by a
custodian for a minor under the laws of the State of New York, or any other state, shall be
fully transferable and assignable to the minor, without an offer being made to the
Members, when the minor reaches the age of termination of such custodianship under the
applicable statute.

SECTION 9.7 A Person may be admitted as a Member after the date of this
Agreement upon the vote or written consent of a majority interest of the Members. At
the time of such vote, the Operating Manager shall determine the Capital Contribution to
be made by such Person and the Person’s Membership Interest upon admission as a
Member.

SECTION 9.8 Notwithstanding the foregoing, no Person shall become a Member until
such time as that Person has (i) executed and filed with the Company a written
instrument, satisfactory to the Operating Manager, agreeing to become a party to this
Agreement, and (ii) made the Capital Contribution determined by the Operating Manager
in accordance with the preceding paragraph.

SECTION 9.9 Upon the admission of an additional Member in accordance with this
Agreement, the Operating Manager shall amend Schedule A to reflect the admission of
such additional Member.

SECTION 9.10 The Members agree to sign such additional documents as may
be required in order to admit additional Members to the Company, pursuant to this
Agreement, as well as, among other things, to provide for the division of profits, losses
and Distributions among the Members.

SECTION 9.11 All costs and expenses incurred by the Company in connection with
the transfer of a Member’s interest, including any filing fees and publishing costs and the
fees and disbursements of counsel, shall be paid by the transferring Member.

SECTION 9.12 Each person who becomes a Member in the Company, by becoming a
Member, shall and does hereby ratify and agree to be bound by the terms and conditions
of this Agreement.

SECTION 9.13 Any transfer of a Membership Interest pursuant to this Agreement
shall be deemed effective as of the last day of the month in which such transfer occurred.
Any admission of a Member pursuant to this Agreement shall be deemed to be effective
as of the first day of the month following the month in which the admission occurred.

SECTION 9.14 Any transfer or other action in violation of this Article shall be void
and of no force or effect whatsoever.
ARTICLE X

Termination or Dissolution of Company

SECTION 10.1  The Company shall be terminated prior to the date of expiration of the term as provided in Section 2.5 if (a) a majority in interest of the Members consent that the Company should be terminated and dissolved, or (b) the Company is dissolved pursuant to this Agreement.

SECTION 10.2  The Company shall be terminated in the event any Member (i) withdraws or resigns from the Company; (ii) makes as assignment for the benefit of creditors, is the subject of an order for relief under Title 11 of the United States Code, files a petition or answer seeking for himself, any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law or regulation, files an answer or other pleading admitting or failing to consent the material allegations of a petition filed against him in any proceeding of this nature, seeks, consents to, or acquiesces in the appointment of a trustee, receiver or liquidator for of all or any substantial part of his properties; (iii) dies; or (iv) a judgment is entered by a court of competent jurisdiction adjudicating him incompetent to manage his person or his property.

SECTION 10.3  If the Company is dissolved, the owners of a majority in interest of the remaining Members may elect to reconstitute and continue the Company as a Successor Company upon the same conditions as are set forth in this Agreement. Any such election to continue the Company will not result in the creation of a new Company among the remaining Members, nor will such election require the amendment of this Agreement or the execution of an amended Agreement.

SECTION 10.4  Upon the termination and dissolution of the Company, the then Operating Manager, or Operating Managers, if any, or, if there is no Operating Manager, any person elected to perform such liquidation by the written consent of the owners of a majority interest of the Members, shall proceed to the dissolution of the Company.

Upon the dissolution of the Company the Members may, in the name of and for an on behalf of the Company, prosecute and defend suits, whether civil, criminal or administrative, sell and close the Company business, dispose of and convey the Company's property, discharge the Company's liabilities and distribute to the Members any remaining assets of the Company, all without affecting the liability of the Members. Upon winding up of the Company, the assets shall be distributed as follows:

(a) First, to creditors, including any Member who is a creditor, to the extent permitted by law, in satisfaction of liabilities of the Company, whether by payment or by establishment of adequate reserves, other than liabilities for distributions to Members under Section 507 or Section 509 of the New York Act;
Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

(b) Second, to Members and former Members in satisfaction of liabilities for Distributions under Section 507 or Section 509 of the New York Act; and

(c) Third, to Members first for the return of their Capital Contributions, to the extent not previously returned, and second respecting their Membership Interests, in the proportions in which the Members share in Distributions in accordance with this Agreement.

The Company may continue solely for the purposes of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors and Members. No Member shall take any action that is inconsistent with, or not necessary to or appropriate for, the winding up of the Company’s business and affairs.

SECTION 10.5 Upon a liquidation of the Company within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Treasury Regulations, if any Member has a negative Capital Account (after giving effect to all contributions, Distributions, allocations and other adjustments for all fiscal years, including the fiscal year in which such liquidation occurs), the Member shall have no obligation to make any Capital Contribution, and the negative balance of any Capital Account shall not be considered a debt owed by the Member to the Company or to any other Person for any purpose.

SECTION 10.6 Non-recourse to Other Members. Except as provided by applicable law or as expressly provided in this Agreement, upon dissolution, each Member shall receive a return of his Capital Contribution solely from the assets of the Company. If the assets of the Company remaining after the payment or discharge of the debts and liabilities of the Company are insufficient to return any Capital Contribution of any Member, such Member shall have no recourse against any other Member.

SECTION 10.7 Within ninety (90) days following the dissolution and the commencement of winding up of the Company, or at any other time there are no Members, Articles of Dissolution shall be filed with the New York Secretary of State pursuant to the New York Act, as well as any and all other documents necessary with respect to termination of the Company.

SECTION 10.8 Upon completion of the dissolution, winding up, liquidation, and distribution of the assets of the Company, the Company shall be deemed terminated.

SECTION 10.10 Each of the Members shall be furnished with a statement, reviewed by the Company’s independent public accountants, which shall set forth the assets and liabilities of the Company as of the date of the Company’s liquidation.

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ARTICLE X1

Books and Reports

SECTION 11.1 The Operating Manager shall cause the Company to maintain the following records:

A. Complete and accurate books of account, in which shall be entered, fully and accurately, each and every transaction of the Company, shall be kept by the Operating Manager at the principal office of the Company. The fiscal year of the Company shall be the calendar year. The books of account of the Company shall be kept in accordance with sound accounting practices and principles applied in a consistent manner by the Company; provided, however, that all methods of accounting and treating particular transactions shall be in accordance with the methods of accounting employed for Federal income tax purposes. All determinations by the Operating Manager with respect to the treatment of any item or its allocation for Federal, state or local tax purposes shall be binding upon all the Members unless the determination is inconsistent with any express provision of this Agreement.

B. A current list of the full name and last known mailing address of each Member set forth in alphabetical order together with the contribution and share in profits and losses of each Member; a copy of the Articles of Organization of the Company and any amendments thereto; a copy of the Company Operating Agreement and any amendments thereto; a copy of the Company’s federal, state and local income tax returns for the three most recent fiscal years.

C. Any Member shall have the right from time to time at his expense to have his accountants and representatives examine and/or audit the books and records of the Company and the information referred to in this Section, and the Operating Manager will make such books and records and information available for such examination and/or audits.

SECTION 11.2 No value shall be placed for any purpose upon the Company name or the right to its use, or upon the goodwill of the Company or its business. Upon termination or dissolution of the Company (without reconstitution thereof) as provided in this Agreement, neither the Company name or the right to its use, nor the goodwill of the Company, shall be considered as assets of the Company.

SECTION 11.3 The Operating Manager will cause to be sent to the Members within a reasonable period after the close of each year the following: (a) annual statements of the Company’s gross receipts and operating expenses, and the capital accounts of each Member, prepared by the Company’s independent public accountants, to be transmitted to each Member; and (b) a report to be transmitted to each Member.
indicating the Member’s share of the Company’s profit or loss for that year and the Member’s allocable share of all items of income, gain, loss, deduction, and credit, for Federal income tax purposes.

ARTICLE XII

Tax Elections

SECTION 12.1 In the event of a transfer of a Member’s interest, or upon the death of a Member, or in the event of the distribution of Company property to any part hereto, the Company may (but need not necessarily) file an election, in accordance with section 754 of the Code to cause the basis of the Company property to be adjusted for federal income tax purposes, as provided by Section 734 and 743 of the Code.

ARTICLE XIII

Miscellaneous

SECTION 13.1 Any notice or other communication under this Agreement shall be in writing and shall be considered given when mailed by registered or certified mail, return receipt requested, to the parties at the following addresses (or at such other address as a party shall be given to him):

A. If to the Company, to it in care of the Operating Manager at the address of the Company.

B. If to the Operating Manager, to them at the address of the Company.

C. If to any Member, to him at his address set forth on the books and records of the Company.

SECTION 13.2 This Agreement contains a complete statement of all of the arrangements among the parties with respect to the Company and cannot be changed or terminated orally or in any manner other than as provided for in this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement.

SECTION 13.3 This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.
SECTION 13.4 This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations of the jurisdiction in which the Company does business. If any provision of this Agreement, or the application thereof to any person or circumstance, shall for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected, but rather shall be enforced to the extent permitted by law.

SECTION 13.5 Anything hereinbefore in this Agreement to the contrary notwithstanding, all references to the property of the Company are deemed to include the profits, losses, and Distributions of the property.

SECTION 13.6 Irrespective of the place of execution or performance, this Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and to be performed in the State of New York.

SECTION 13.7 The captions, headings, and table of contents in this Agreement are solely for convenience of references and shall not affect its interpretation.

SECTION 13.8 This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall be deemed to constitute a single document.

SECTION 13.9 Whenever the context so requires, the male gender when used herein shall be deemed to include the female gender, the female gender shall be deemed to include the male gender, the singular shall be deemed to include the plural and the plural shall be deemed to include the singular.

SECTION 13.10 No failure of a Member to exercise, and no delay by a Member in exercising, any right or remedy under this Agreement shall constitute a waiver of such right or remedy. No waiver by a Member of any such right or remedy under this Agreement shall be effective unless made in writing duly executed by all Members and specifically referring to such right or remedy being waived.

SECTION 13.11 This Agreement shall be binding upon and inure to the benefit of all Members, and each of the permitted successors and assignees of the Members. No party may assign rights or delegate obligations hereunder except pursuant to the provisions hereof. Nothing in this Agreement is intended to benefit any person not a party hereto.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first above written.

Amarjit S. Atwal

Ephraim Atwal

Jessica Atwal

Harpreet Singh
IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first above written.

Amarjit S. Atwal

Ephraim Atwal

Jessica Atwal

Harpreet Singh
**APPENDIX A: AFFIDAVIT FOR BOARD MEMBERS, OFFICERS, MANAGERS, OWNERS, PARTNERS, PRINCIPAL STAKEHOLDERS, DIRECTORS, AND MEMBERS**

**SCHEDULE A**

**MEMBERS**

<table>
<thead>
<tr>
<th>Name and Address</th>
<th>Capital Contribution</th>
<th>Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amarjit S. Atwal</td>
<td>[redacted]</td>
<td>[redacted]</td>
</tr>
<tr>
<td>Ephraim Atwal</td>
<td>[redacted]</td>
<td>[redacted]</td>
</tr>
<tr>
<td>Jessica Atwal</td>
<td>[redacted]</td>
<td>[redacted]</td>
</tr>
<tr>
<td>Harpreet Singh</td>
<td>[redacted]</td>
<td>[redacted]</td>
</tr>
</tbody>
</table>
SCHEDULE B

MEMBER INTEREST REQUIRED FOR CALLING MEETING OF MEMBERS

The Membership interest required to call a meeting of Members shall be:

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

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

BY-LAWS

OF

VISION EQUIPMENT ASSOCIATES, INC.

ARTICLE I

OFFICES

Section 1. Principal Office - The principal office of the Corporation shall be as set forth in its Certificate of Incorporation.

Section 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

Section 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.

Section 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.

Section 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. Notice shall be given either personally or by mailing said notice by first class mail to each shareholder.

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

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.

Section 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.

Section 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.

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

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.

Section 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.

Section 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.

Section 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.

Section 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.

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.
ARTICLE III

BOARD OF DIRECTORS

Section 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.

Section 2. Number and Qualification - The number of directors constituting the entire Board shall not be less than one nor more than three (3), 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. Unless and until a different number shall be so fixed within the limits above specified, the Board shall consist of one (1) director. 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 twenty-one 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.

Section 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.

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

Section 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.

Section 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 four 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.

Section 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.

Section 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.

Section 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.

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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.

Section 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.

Section 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**

Section 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.
Section 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 shareholders 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.

Section 3. **Removal** - Any officer may be removed from office by the Board at any time with or without cause.

Section 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.

Section 5. **Compensation** - The compensation of each officer shall be such as the Board of Directors may from time to time determine.

Section 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 shareholders 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.

Section 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.

Section 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.
Section 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.

Section 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**

Section 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.

Section 2. **Consideration** - A certificate representing shares shall not be issued until the amount of consideration therefore determined to be stated capital pursuant to Section 506 of the BCL 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 BCL has been provided, except as provided in paragraphs (e) and (f) of Section 5052 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.
Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

Section 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.

Section 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.

Section 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.

Section 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 or 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.

Section 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.

**ARTICLE VII**

**STATUTORY NOTICES**

The Board of Directors may appoint the Treasurer or any other officer of the Corporation to cause to be prepared and furnished to shareholders entitled thereto any special financial notice and/or statement which may be required by Section 510, 511, 516, and 520 of the Business Corporation Law or by any other applicable statute.
ARTICLE VIII

FISCAL YEAR

The fiscal year of the Corporation shall be fixed by the Board of Directors by resolution duly adopted, and, from time to time, by resolution duly adopted the Board of Directors may alter such fiscal year.

ARTICLE IX

CORPORATE SEAL

The Corporate seal shall have inscribed thereon the name of the Corporation, the year of its incorporation and the words "Corporate Seal" and "New York" and shall be in such form and contain such other words and/or figures as the Board of Directors shall determine. The Corporate seal may be used by printing, engraving, lithographing, stamping or otherwise making, placing or affixing, or causing to be printed, engraved, lithographed, stamped or otherwise made, placed or affixed, upon any paper or document, by any process whatsoever, an impression, facsimile or other reproduction of said Corporate seal.

ARTICLE X

BOOKS AND RECORDS

There shall be maintained at the principal office of the Corporation books of account of all the Corporation's business and transactions.

There shall be maintained at the principal office of the Corporation or at the office of the Corporation's transfer agent a record containing the names and addresses of all shareholders, the number and class of shares held by such and the dates when they respectively became the owners of record thereof.

ARTICLE XI

INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS

Any person made or threatened to be made a party to an action or proceeding, whether civil or criminal; by reason of the fact that he, his testator or intestate, then, is, or was a director or officer of the Corporation, or then serves or has served on behalf of the corporation in such capacity at the request of the Corporation, shall be indemnified by the Corporation against reasonable expenses, judgments, fines and amounts actually and necessarily incurred in connection with the defense of such action or proceeding or in connection with an appeal therein, to the fullest extent permissible by the laws of the State of New York. Such right of indemnification shall not be deemed exclusive of any other rights to which such person may be entitled.
ARTICLE XII

AMENDMENTS

Subject to Section 613 of the Business Corporation Law, the shares entitled at the time to vote in the election of directors and the Board of Directors by vote of a majority of the entire Board, shall have the power to amend or repeal these By-Laws, and to adopt new By-Laws, provided, however, that any by-law adopted, amended or repealed by the Board of Directors may be amended or repealed by a majority of the votes of the shares at the time entitled to vote thereon as herein provided. No amendment of the By-Laws pertaining to the election of directors or the procedures for the calling and conduct of a meeting of shareholders shall affect the election of directors or the procedures for the calling or conduct in respect of any meeting of shareholders unless notice thereof is given to the shareholders as provided in Section 3 of Article II hereof.

Dated: August 24, 2001

[Signature]
Incorporator

By-Laws - 11
CERTIFICATE OF INCORPORATION
OF
VISION EQUIPMENT ASSOCIATES, INC.
Under Section 402 of the
Business Corporation Law

IT IS HEREBY CERTIFIED THAT:

1. The name of the Corporation is: Vision Equipment Associates, Inc.

2. The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized pursuant to the Business Corporation Law of the State of New York. The Corporation is not to engage in any act or activity requiring any consents or approvals by law.

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

3. The number of shares which the Corporation shall have the authority to issue is 200 shares of common stock with no par value.

4. The principal office of the Corporation is to be located in the County of Erie, State of New York.

5. The Secretary of State is designated as agent of the Corporation upon whom process against it may be served. The post office address to which the Secretary of State shall mail a copy of any process against the Corporation served upon him is:

c/o The Corporation
3095 Harlem Road
Cheektowaga, New York 14225

6. The personal liability of Directors to the Corporation or its shareholders for damages for any breach of duty in such capacity shall be limited to the fullest extent permitted by the laws of the State of New York, including specifically, but not exclusively §402(b) of the Business Corporation Law, as the same now exists and as it may hereafter be amended. No Director of the Corporation shall be personally liable to the Corporation or its shareholders for damages for breach of duty in such capacity, except that this provision shall not eliminate or limit the liability of any Director if a judgment or other final adjudication adverse to such Director establishes that such Director's acts or omissions were in bad faith or involved intentional misconduct or a knowing violation of law or that such Director personally gained in fact a financial profit or other advantage to which such Director was not legally entitled, or that such Director's acts violated section 719 of the Business Corporation Law, and provided that this provision shall not eliminate or limit the liability of any Director for any act of omission prior to the adoption of this provision. Any repeal, amendment or other modification of this provision, whether by the Board of Directors or the shareholders of the Corporation, shall be prospective only and shall not adversely affect any limitation on the personal liability of a Director of the
Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

Corporation for acts or omissions occurring prior to the effective date of any such repeal or modification.

7. Unless otherwise determined by the Board of Directors, no holder of stock of the Corporation shall be entitled, as a matter of right, to purchase or subscribe for any stock of any class which the Corporation may issue or sell, whether or not exchangeable for any stock of the Corporation of any class or classes and whether or not of unissued shares authorized by the Certificate of Incorporation of the Corporation as originally filed, or by any amendment of the Certificate of Incorporation, or out of shares of stock of the Corporation acquired by it after the issue thereof, and whether issued for cash, labor done, personal property, or real property, or leases of real property, or otherwise, nor shall he be entitled to any right of subscription to any such shares; nor, unless otherwise determined by the Board of Directors, shall any holder of any shares of stock of the Corporation be entitled, as a matter of right, to purchase or subscribe for any obligation which the Corporation may issue or sell that shall be convertible into or exchangeable for any share of the stock of the Corporation of any class or classes, or to which shall be attached or appurtenant any warrant or warrants or other instrument or instruments which shall confer upon the holder or holders of such obligation the right to subscribe for or purchase from the Corporation any shares of its stock of any class or classes.

The undersigned incorporator is of the age of eighteen (18) years or older.

IN WITNESS WHEREOF, this certificate has been subscribed to this 15 day of August, 2001, by the undersigned who affirms that the statements made herein are true under the penalties of perjury.

Lisa J. Brassard, Incorporator
2645 Sheridan Drive
Tonawanda, New York 14150
Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

CERTIFICATE OF INCORPORATION
OF
VISION EQUIPMENT ASSOCIATES, INC.

Under Section 402 of the Business Corporation Law
of the State of New York

Filed by:
ACCOUNT 27
Jack Quigley/ 4C-1795
c/o Nationwide Information Services, Inc.
52 James Street
Albany, NY 12207

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WILSON FARM PROPERTIES, LLC
(ORIGINALLY LAWTA FARMS II, LLC)
Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

OPERATING AGREEMENT

OF

WILSON FARM PROPERTIES, LLC

This Operating Agreement ("Agreement") of WILSON FARM PROPERTIES, LLC (the "Company"), effective as of this 16th day of April, 2007, by, between, and among the undersigned confirms our understanding as to the matters contained herein.

The parties hereto agree as follows:

ARTICLE I

Definitions

SECTION 1.1 As used herein, the following terms and phrases shall have meanings indicated:

A. "Act" shall mean the New York Limited Liability Company Law, as amended.

B. "Capital Account" shall mean, with respect to each Member, the account established for each Member pursuant to Section 6.5, which will initially equal the Capital Contributions of such Member, and as adjusted from time to time as set forth in this Agreement. Members' Capital Accounts shall be determined and maintained in accordance with the rules of paragraph (b)(2)(iv) of Regulation Section 1.704-1 of the Code,

C. "Capital Contributions" shall mean the fair market value of the amounts contributed by the Members pursuant to Section 6.1.

D. "Code" shall mean the Internal Revenue Code of 1986, as amended, or corresponding provisions of subsequent revenue laws.

E. "Company" shall mean this limited liability company, to wit: WILSON FARM PROPERTIES, LLC.

F. "Distribution" shall mean any cash and other property paid to a Member by the Company from the operations of the Company.

G. "Operating Manager" shall mean the Member or Members selected by the Members in accordance with this Agreement to serve as Operating Manager or Operating Managers of the Company.
H. "Members" shall mean the persons designated as such in Schedule A of this Agreement, and successor(s) to their interests as such in the Company; and any other person who pursuant to this Agreement shall become a Member shall be to any one of the then Members.

I. "Net Profits" and "Net Losses" shall mean the net profits or net loss, respectively, of the Company determined in accordance with Section 8.1.

J. The words "Membership Interest" shall mean a Member's interest in the Company which shall be in the proportion that the Member's share of Membership Units of the Company bears to the aggregate number of Membership Units of all the Members. A "majority in interest of the Members" and "two-thirds in interest of the Members" shall mean Members whose aggregate share of Membership Units of the Company constitute more than one-half or two-thirds, respectively, of the aggregate number of Membership Units of all the Members.

J. "Membership Unit" shall mean a Member's Membership Interest as evidenced by a certificate issued by the Company and referred to as a "Membership Unit" or "Units".

K. "Person" shall mean any natural person, corporation, partnership, joint venture, association, limited liability company or other business or legal entity.

ARTICLE II

Organization of the Company

SECTION 2.1 The purpose of the Company is to conduct any lawful business for which limited liability companies may be organized and to do all things necessary or useful in connection with the foregoing.

SECTION 2.2 The Company shall be "WILSON FARM PROPERTIES, LLC".

SECTION 2.3 The Members shall be Members in the Company and shall continue to do business under the name of the Company until the Operating Manager shall change the name or the Company shall terminate.

SECTION 2.4 The principal address of the Company shall be such place or places as the Operating Manager may determine. The Operating Manager will give notice to the Members promptly after any change in the location of the principal office of the Company.
Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

SECTION 2.5 The term of the Company shall begin upon the filing of the Articles of Organization with the New York State Department of State and shall continue indefinitely, or until the Company is earlier dissolved and its affairs wound up in accordance with the provisions hereof or by operation of law.

ARTICLE III

Status of Members

SECTION 3.1 No Member will be bound by, or be personally liable for the expenses, liabilities, or obligations of the Company.

SECTION 3.2 No Member will be entitled to withdraw any part of his Capital Account or to receive any distributions from the Company except as expressly provided in this Agreement.

SECTION 3.3 No Member will have the right to require partition of the Company property or to compel any sale or appraisal of the Company’s assets or any sale of a deceased Member’s interest in the Company’s assets, notwithstanding any provisions of law to the contrary.

ARTICLE IV

Meeting of Members

SECTION 4.1 An annual meeting of Members shall be held within five (5) months after the close of the fiscal year of the Company on such date and at the time and place (either within or without the State of its organization) as shall be fixed by the Operating Manager. At the annual meeting, the Members shall elect the Operating Manager and transact such other business as may properly be brought before the meeting.

SECTION 4.2 A special meeting of Members may be called at any time by the Operating Manager and shall be called by the Operating Manager at the request in writing of that Membership Interest specified in Schedule B of the Members 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 Members shall be confined to the purposes set forth in the notice thereof.

SECTION 4.3 Written notice of the time, place and purpose of every meeting of Members (and, if other than an annual meeting, the person or persons at whose direction the meeting is being called), shall be given by the Operating Manager to each Member of record entitled to vote at such meeting, not less than ten or more than sixty days prior to the date set for the meeting. Notice shall be given either personally or by mailing said notice by first class mail to each Member at his address appearing on the record book of the Company or at such other address supplied by him in writing to the Operating Manager of the Company for the purpose of receiving notice.
Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

A written waiver of notice setting forth the purposes of the meeting for which notice is waived, signed by the person or persons entitled to such notice, whether before or after the time of the meeting stated therein, shall be deemed equivalent to the giving of such notice. The attendance by a Member at a meeting either in person or by proxy without protesting the lack of notice thereof shall constitute a waiver of notice of such Member.

All notices 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 at the time and place of the adjourned meeting is made at the original meeting.

SECTION 4.4 The holders of a majority in interest of the Members present in person or represented by proxy, shall be requisite and shall constitute a quorum at all meetings or members except as otherwise provided by statute or the Articles of Organization. If, however, a quorum shall not be present or represented at any meeting of Members, the Members 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 Members.

SECTION 4.5 Every Member entitled to vote at any meeting shall be entitled to vote in accordance with his membership interest in the Company 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. Except as may otherwise be provided by statute, the Articles of Organization, or this Operating Agreement, any Company action shall be authorized by a majority interest of the votes cast by the Members entitled to vote thereon.

SECTION 4.6 Every proxy must be signed by the Member entitled to vote or by his duly authorized attorney-in-fact and shall be valid only if filed with the Operating Manager of the Company 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 statute. Unless the proxy by its terms provides for a specific revocation date and except as otherwise provided by statute, revocation of a proxy shall be effective unless and until such revocation is executed in writing by the Member who executed such proxy and the revocation is filed with the Operating Manager of the Company prior to the voting of the proxy.
SECTION 4.7 All meetings of Members shall be presided over by the Operating Manager, or if not present, by a Member thereby chosen by the Members at the meeting. The Operating Manager or the person presiding at the meeting shall appoint any person present to act as secretary of the meeting.

SECTION 4.8 For the purpose of determining the Members entitled to notice of, or to vote at any meeting of Members or any adjournment thereof or to express consent or dissent from any proposal without a meeting, or for the purpose of determining the Members entitled to receive payment of any distribution of Cash flow or the allotment of any rights, or for the purpose of any other action, the Operating Manager may fix, in advance, a date as the record date for any such determination of Members. Such date shall not be more than fifty nor less than ten days before the date of any meeting nor more than fifty days prior to any action taken without a meeting, the payment of any distribution of Cash Flow or the allotment of any rights, or any other action. When a determination of Members of record entitled to notice of, or to vote at any meeting of Members has been made as provided in this Section, such determination shall apply to any adjournment thereof, unless the Operating Manager fixes a new record date under this Section for the adjourned date.

SECTION 4.9 The Company shall be entitled to treat the holder of record of any Membership Interest as the holder in fact thereof and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such Membership Interest on the part of any other person whether or not it shall have express or other notice thereof, except as otherwise provided by the Act.

ARTICLE V

Management

SECTION 5.1 Management of the Company shall be vested in the Operating Manager of the Company. Except as otherwise provided in this Agreement, the Members shall not be entitled to participate in the day-to-day affairs and management of the Company. No Member will take part in or interfere in any manner with the conduct or control of the business of the Company or have any right or authority to act for or bind the Company except as provided in this Agreement.

SECTION 5.2 The Members hereby unanimously elect Amajit S. Atwal as the initial Operating Manager of the Company, to serve until the first annual meeting of the Members and until his respective successor(s) shall be duly elected and qualified.

A. The Members shall elect one or more Persons as Operating Manager(s) at each annual meeting of the Company, to serve until the next annual meeting of the Company and until their respective successors are duly elected and qualified. In addition, if any Person resigns or otherwise vacates the office of Operating Manager, the Members shall elect a replacement Manager to serve the remaining term of such office, unless one or more other Persons then serve as Operating Manager and the Members determine not to fill such
Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

vacancy. A Person may be removed as an Operating Manager by the Members with or without cause at any time. An Operating Manager may, but shall not be required to, be elected from among the Members. An Operating Manager may be a natural person or an Entity. Notwithstanding any of the foregoing provisions, the rights of the Members to elect and remove the Operating Manager shall be subject to the restrictions set forth in Section 5.2 B and Section 5.2 C hereof.

B. Each Operating Manager shall have the right to appoint a successor in interest.

C. For so long as Amarjit S. Atwal holds a Membership Interest, and has not consented otherwise in writing, each Member agrees at all times to vote his entire Membership Interest (whether in the election of the Operating Manager or in any vote to remove an Operating Manager) so as to cause Amarjit S. Atwal, or his successor in interest, to be the Operating Manager of the Company. At such time as Amarjit S. Atwal ceases to hold a Membership Interest or be a Member, the covenants contained in this Section shall terminate.

SECTION 5.3 Unless otherwise expressly provided by the New York Act, the Articles of Organization, or the terms of this Agreement, the vote, approval or consent of the Operating Manager, a majority of the Operating Managers (if more than one), determined on a per capita basis, shall be necessary and sufficient for the Operating Manager to take any action on behalf of the Company that the Operating Manager is authorized to take pursuant to the New York Act, the Articles of Organization or this Agreement.

SECTION 5.4 The Operating Manager may delegate to one or more Members the authority to execute any documents or take any other actions deemed necessary or desirable in furtherance of any action that they have authorized on behalf of the Company as provided in Section 5.3 hereof.

SECTION 5.5 If at any time there is only one Person serving as an Operating Manager, such Operating Manager shall be entitled to exercise all powers of the Operating Managers set forth in this Section, and all references in this Section and otherwise in this Agreement to Operating "Managers" shall be deemed to refer to such single Operating Manager.

SECTION 5.6 Any Person dealing with the Company, other than a Member, may rely on the authority of the Operating Manager in taking any action in the name of the Company, if such Operating Manager provides to such Person a copy of the applicable provision of this Agreement and/or the resolution or written consent of the Operating Manager or Members granting such authority, certified in writing by such Operating Manager to be genuine and correct and not to have been revoked, superseded or otherwise amended.

SECTION 5.7 An Operating Manager shall be entitled, but not required, to receive a reasonable salary for services rendered on behalf of the Company and/or in his capacity as Operating Manager. The amount of such salary shall be determined by the Operating Manager. The Company shall reimburse the Operating Manager for reasonable out-of-
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pocket expenses that were or are incurred by the Operating Manager on behalf of the Company with respect to the start-up or operation of the Company, the on-going conduct of the Company’s business, or the dissolution and winding up of the Company and its business.

SECTION 5.8 During the existence of the Company, the Operating Manager shall devote such time to the business of the Company as may reasonably be required to conduct its business in an efficient and profitable manner. The Operating Manager, for their own account and for the account of others, may engage in business ventures, which may compete with the business of the Company. Each Member hereby expressly consents to the continued and future ownership and operation by the other Members or the Operating Manager of such business ventures and waives any claim for damages or otherwise, or rights to participate therein or with respect to the operation and profits or losses thereof.

SECTION 5.9 The Company shall indemnify the Operating Manager, whether serving the Company or, at its request, any other Entity, to the full extent permitted by the New York Act, including, but not limited to, reasonable attorneys fees. The foregoing rights of indemnification shall not be exclusive of any other rights to which the Operating Manager may be entitled. The Operating Manager may, upon the approval of the Members, take such action as is necessary to carry out these indemnification provisions and may adopt, approve and amend from time to time such resolutions or contracts implementing such provisions or such further indemnification arrangements as may be permitted by law.

SECTION 5.10 The Company shall be managed by the Operating Manager and the conduct of the Company’s business shall be controlled and conducted solely and exclusively by the Operating Manager in accordance with this Agreement. In addition to and not in limitation of any right and powers conferred by law or other provisions of this Agreement, the Operating Manager shall have and may exercise on behalf of the Company all powers, rights necessary, proper, convenient or advisable to effectuate and carry out the purposes, business and objectives of the Company, and to maximize Company profits. Such powers shall include, without limitation, the following:

A. Entering into, making and performing contracts, agreements, and other undertakings binding the Company that may be necessary, appropriate, or advisable in furtherance of the purposes of the Company;

B. Opening and maintaining bank accounts, investment accounts, and other arrangements, drawing checks and other orders for the payment of money, and designating individuals with authority to sign or give instructions with respect to those accounts and arrangements;

C. Collecting funds due to the Company;

D. Acquiring, utilizing, maintaining and disposing of any assets of the Company, in the ordinary course of business;

E. To the extent that funds of the Company are available therefore, paying debts and obligations of the Company;
Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

F. Employing from time to time persons, firms, or corporations for the operation and management of various aspects of the Company's business, on such terms and for such compensation as the Operating Manager shall determine;

G. Making elections available to the Company under the Code;

H. Obtaining general liability, property, and other insurance for the Company, as the Operating Manager deems proper;

I. Establishing such procedures and policies, as the Operating Manager deems proper for the operation of the business as a going concern;

J. Determine the appropriate accounting method or methods to be used by the Company.

K. Commence lawsuits and other proceeding;

L. Retain accountants, attorneys or other agents to act on behalf of the Company;

M. Acquire, sell, assign, or otherwise transfer any interest in any property;

N. Create any indebtedness for borrowed money whether or not secured;

O. Designate one or more Members or employees of the Company to carry out the management decisions made in accordance with this Agreement;

P. Execute, acknowledge and deliver any and all instruments to effectuate the foregoing, and to take all such action in connection therewith as the Operating Manager deem necessary or appropriate.

SECTION 5.11 Notwithstanding the foregoing, the Operating Manager may not make any of the following management decisions without obtaining the consent of a majority interest of the Members:

A. To admit a person as a Member (in accordance with Article 9);

B. To file or consent to file a petition for or against the Company under any federal or state bankruptcy, insolvency or reorganization act;

C. To confess any judgment on behalf of the Company in excess of $5,000.00;

D. To do any act which makes it impossible to carry on the ordinary business of the Company;

E. To approve the dissolution of Company;
F. To approve the merger of the Company with another limited liability company;

G. To adopt, amend, restate, or revoke the Articles of Organization, subject to this Agreement and the Act.

SECTION 5.12 The Operating Manager shall serve designate a Tax Matters Member as such is defined in Code Section 6231 (a)(7).

SECTION 5.13 The Operating Manager may appoint such other officers and assistant officers as he may from time to time deem necessary or appropriate for the management of the Company. Any officers so appointed shall have such authority and perform such duties as the Operating Manager may, from time to time, assign to them. The Operating Manager may assign titles to particular offices. Unless the Operating Manager decides otherwise, if the title given to an officer is one commonly used for officers of a business corporation, then the assignment of such title shall constitute the delegation of such officer of the authority and duties that are commonly associated with that office. Any number of offices may be held by the same Person. Each officer of the Company shall hold office at the pleasure of the Operating Manager, until his successor has been appointed and qualified, or until his earlier death, resignation, or removal. An officer need not be a Member. The Operating Manager shall be empowered to fill all vacancies in office and to remove officers at any time with or without cause. The Operating Manager shall from time to time fix the salaries and other compensation/benefits, if any, of the officers of the Company.

Any officer may resign at any time by giving written notice to the Operating Manager. 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.

SECTION 5.14 During the existence of the Company, the Operating Manager shall devote such time to the business of the Company as may reasonably be required to conduct its business in an efficient and profitable manner. The Operating Manager shall perform his duties in good faith, in a manner he reasonably believes to be in the best interest of the Company and with such care as an ordinarily prudent person in a similar position would use under similar circumstances.

SECTION 5.15 Any Person made or threatened to be made a part to an action or proceeding, whether civil or criminal, by reason of the fact that he, his testator or intestate, then, is, or was an Operating Manager, Member, employee or agent of the Company, or then serves or has served on behalf of the Company in any capacity at the request of the Company, shall be indemnified by the Company against reasonable expenses, judgments, fines and amounts actually and necessarily incurred in connection with the defense of such action or proceeding or in connection with an appeal therein, to the fullest extent permissible by Act, including, but not limited to attorney fees. Such right of indemnification shall not be deemed exclusive of any other rights to which such person may be entitled.
SECTION 5.16 So long as any Person, by reason of the fact that he, his testator or intestate, then, is, or was an Operating Manager, Member, officer, employee, or agent of the Company, acts in good faith with respect to the conduct of the business and affairs of the Company, no such Person shall be liable or accountable to the Company or to any of the Members, in damages or otherwise, for any error of judgment, for the mistake of fact or of law, or for any other act or thing that he may do or refrain from doing in connection with the business and affairs of the Company, except for willful misconduct, gross negligence, or breach of fiduciary duty, and further except for breaches of contractual obligations or agreements between the Operating Manager and the Company.

ARTICLE VI

Capital

SECTION 6.1 The Members have contributed to the Company in exchange for their Membership Interests, the cash and other property as set forth on Schedule A, annexed hereto.

SECTION 6.2 The fair market value and the adjusted basis of the contributing Member of any other property other than cash contributed to the Company by a Member shall be set forth on Schedule A, annexed hereto.

SECTION 6.3 Except as expressly provided in this Agreement, no Member shall be required to make any additional contributions to the capital of the Company.

SECTION 6.4 No interest shall be paid on the Capital Account of any Member.

SECTION 6.5 A Capital Account shall be established for each Member on the books and records of the Company. Each Member's Capital Account shall be increased by the value of each Capital Contribution made by the Member, allocations to such Member of the Net Profits and any other allocations to such Member of income pursuant to the Code. Each Member's Capital Account will be decreased by the value of each Distribution made to the Member by the Company, allocations to such Member of the Net Losses and other allocations to such Member pursuant to the Code. If any assets of the Company are distributed to the Members in kind, the Capital Accounts of the Members shall be adjusted to reflect the difference between the fair market value of such assets on the date of distribution and the basis of the Company in such assets.

SECTION 6.6 In the event of a permitted transfer of a Membership Interest in the Company, the Capital Account of the transferor shall become the Capital Account of the transferee in proportion to the percentage of the transferor's interest transferred.
ARTICLE VII

Distributions

SECTION 7.1 Distributions shall be made to the Members as such times and in such amounts as determined by the Operating Manager from time to time. All Distributions shall be made to the Members in accordance with and in such proportions as the Operating Manager shall deem appropriate.

SECTION 7.2 Distributions shall be made from time to time in such manner as determined by the Operating Manager.

SECTION 7.3 No Distribution shall be declared and paid unless, after such Distribution is made, the assets of the Company are in excess of all liabilities of the Company.

SECTION 7.4 The Company is hereby authorized, at the discretion of the Operating Manager, to maintain and withhold from distribution a reserve, which, in his sole discretion is deemed necessary for the purpose of proper management and operation of the Company.

ARTICLE VIII

Profits and Losses

SECTION 8.1 The Net Profits and Net Losses of the Company shall be the net profits and net losses of the Company as determined for Federal income tax purposes.

SECTION 8.2 The Net Profits and Net Losses of the Company and each item of income, gain, loss, deduction or credit entering into the computation thereof, shall be allocated to the Members in the same proportions that they share in Distributions pursuant to Article 7 above, or if there is no Distribution, that they would have shared if there had been a Distribution. Any special allocations that may need to be made from time to time in accordance with the Code, or otherwise, shall be determined by the Operating Manager.

SECTION 8.3 Any Company gain or loss realized with respect to property, other than money, contributed to the company by a Member shall be shared among the Members pursuant to Code section 704(c) and regulation to be promulgated thereunder so as to take account of the difference between the Company basis and the fair market value of the property at the time of the contribution ("built-in gain or loss"). Such built-in gain or loss shall be allocated to the contributing Member upon the disposition of the property.
ARTICLE IX

Admission and Withdrawal of a Member

SECTION 9.1 Except as set forth in this Agreement, no Member shall withdraw from membership in the Company or gift, sell, assign, pledge, hypothecate, exchange, or otherwise transfer to another Person any portion of his Membership Interest.

SECTION 9.2 A Member may withdraw from membership in the Company at any time upon ninety (90) days prior written notice to the Company. The payment to the withdrawing member shall be paid in twelve (12) equal monthly installments, with the first such installment being paid within 90 days following the date of withdrawal, with full right of prepayment by the Company without penalty. The value of the withdrawing Member's Capital Account shall be determined as of the last day of the month immediately preceding the date of withdrawal.

SECTION 9.3 If following the death, incapacity, bankruptcy or dissolution of a Member, the Company is continued in accordance herewith, the legal or personal representative of the Member or the Member's estate shall be entitled to receive, with respect to such Member's Membership Interest and on behalf of such Member or such Member's estate, the distributions and allocations of profits and losses to which such Member would be entitled under this Agreement, but shall have no right to act as a Member. The legal or personal representative of the Member or the Member's estate shall then be paid the value of the Member's Capital Account in accordance herewith.

For purposes of this Agreement, incapacity includes a Member's total and permanent disability. Total and permanent disability means a physical or mental condition of the Member resulting from a bodily injury or disease or mental disorder which in the judgment of the Company, based upon medical reports and other evidence satisfactory to the Company, renders the Member incapable of continuing his usual and customary services on behalf of the Company. If the Member cannot return to work on a full time basis within one year from the first day such Member was incapable of continuing his usual and customary services on behalf of the Company, such Member's Membership Interest shall be redeemed by the Company and the Member shall be paid in cash his pro-rata share of the book value of the Company (not including goodwill), determined as of the last day of the month immediately preceding the date of payment. However, in the event that such book value amount is less than said Member's Capital Account, than said Member's Capital Account, than said Member shall be paid the amount of his Capital Account in full consideration of his Membership Interest for his pro-rata share as determined in accordance with his Membership Interest.

The Company shall purchase or redeem the Membership Interest of a Member in case of such Member's death within six (6) months after the appointment of the executor or administrator or other legal representative of the estate of the deceased Member. The payment to the withdrawing Member shall be paid in twelve (12) equal consecutive monthly installments, with the first such installment being paid within ninety (90) days of
the appointment of the executor, administrator, or other legal representative of the estate, with full right of prepayment by the Company without penalty.

SECTION 9.4 If a Member desires to sell a Membership Interest to any Person, such Member ("Selling Member") shall obtain from such Person a bona fide written offer to purchase such Membership Interest, stating the terms and conditions upon which the purchase is to be made. Such Member shall then give written notification to the other Members of his or her intention to sell such Membership Interest and a copy of such bona fide written offer.

Each Member other than the Selling Member, on a basis pro-rata to the Membership Interests of each Member exercising his, her or its right of first refusal, shall have the right to exercise a right of first refusal to purchase all (but not less than all) of the Membership Interest proposed to be sold by the Selling Member upon the same terms and conditions as stated in the bona fide written offer by giving written notification to the Selling Member of his or her intention to do so within thirty (30) days after receiving written notice from the Selling Member. The failure of the other Members to so notify the Selling Member of a desire to exercise such right of first refusal within such thirty (30) day period shall result in the termination of such right of first refusal and the Selling Member shall be entitled to consummate the sale of his or her Membership Interest with respect to which such right of first refusal has not been exercised to the Person offering to do so pursuant to the bona fide written offer. If the Selling Member does not sell his or her Membership Interest within thirty days after receiving the right to do so, his or her right to do so terminates and the terms and conditions of this Section shall again be in effect.

If any Member gives written notice to the Selling Member of his or her desire to exercise such right of first refusal and to purchase all of the Selling Member’s Membership Interest upon the same terms and conditions as are stated in the written offer, such Member shall have the right to designate the time, date and place of closing, which time and date of closing shall be within ninety days after receipt of written notification from the Selling Member of the bona fide offer.

SECTION 9.5 No Person acquiring a Membership Interest pursuant to this Article, other than a Member, shall become a Member, unless such Person is approved by the prior consent of a majority interest of the other Members either in writing or at a meeting called for such purpose. Any such approval may be subject to any terms and conditions imposed by the Operating Manager or Members as they may deem appropriate.

If a transferee of a Membership Interest is not admitted as a Member as set forth in this Agreement, such transferee shall nevertheless, and only, be entitled to receive such Distributions and allocations of profits and losses from the Company as the transferring Member would have been entitled to receive under this Agreement with respect to such Membership Interest, had the transferring Member retained such Membership Interest.
SECTION 9.6 Notwithstanding the above, any Membership Interest that is held by a custodian for a minor under the laws of the State of New York, or any other state, shall be fully transferable and assignable to the minor, without an offer being made to the Members, when the minor reaches the age of termination of such custodianship under the applicable statute.

SECTION 9.7 A Person may be admitted as a Member after the date of this Agreement upon the vote or written consent of a majority interest of the Members. At the time of such vote, the Operating Manager shall determine the Capital Contribution to be made by such Person and the Person’s Membership Interest upon admission as a Member.

SECTION 9.8 Notwithstanding the foregoing, no Person shall become a Member until such time as that Person has (i) executed and filed with the Company a written instrument, satisfactory to the Operating Manager, agreeing to become a party to this Agreement, and (ii) made the Capital Contribution determined by the Operating Manager in accordance with the preceding paragraph.

SECTION 9.9 Upon the admission of an additional Member in accordance with this Agreement, the Operating Manager shall amend Schedule A to reflect the admission of such additional Member.

SECTION 9.10 The Members agree to sign such additional documents as may be required in order to admit additional Members to the Company, pursuant to this Agreement, as well as, among other things, to provide for the division of profits, losses and Distributions among the Members.

SECTION 9.11 All costs and expenses incurred by the Company in connection with the transfer of a Member’s interest, including any filing fees and publishing costs and the fees and disbursements of counsel, shall be paid by the transferring Member.

SECTION 9.12 Each person who becomes a Member in the Company, by becoming a Member, shall and does hereby ratify and agree to be bound by the terms and conditions of this Agreement.

SECTION 9.13 Any transfer of a Membership Interest pursuant to this Agreement shall be deemed effective as of the last day of the month in which such transfer occurred. Any admission of a Member pursuant to this Agreement shall be deemed to be effective as of the first day of the month following the month in which the admission occurred.

SECTION 9.14 Any transfer or other action in violation of this Article shall be void and of no force or effect whatsoever.
ARTICLE X

Termination or Dissolution of Company

SECTION 10.1 The Company shall be terminated prior to the date of expiration of the term as provided in Section 2.5 if (a) a majority in interest of the Members consent that the Company should be terminated and dissolved, or (b) the Company is dissolved pursuant to this Agreement.

SECTION 10.2 The Company shall be terminated in the event any Member (i) withdraws or resigns from the Company; (ii) makes an assignment for the benefit of creditors, is the subject of an order for relief under Title 11 of the United States Code, files a petition or answer seeking to reorganize, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law or regulation, files an answer or other pleading admitting or failing to consent the material allegations of a petition filed against him in any proceeding of this nature, seeks, consents to, or acquiesces in the appointment of a trustee, receiver or liquidator for all or any substantial part of his properties; (iii) dies; or (iv) a judgment is entered by a court of competent jurisdiction adjudicating him incompetent to manage his person or his property.

SECTION 10.3 If the Company is dissolved, the owners of a majority in interest of the remaining Members may elect to reconstitute and continue the Company as a Successor Company upon the same conditions as are set forth in this Agreement. Any such election to continue the Company will not result in the creation of a new Company among the remaining Members, nor will such election require the amendment of this Agreement or the execution of an amended Agreement.

SECTION 10.4 Upon the termination and dissolution of the Company, the then Operating Manager, or Operating Managers, if any, or, if there is no Operating Manager, any person elected to perform such liquidation by the written consent of the owners of a majority interest of the Members, shall proceed to the dissolution of the Company.

Upon the dissolution of the Company the Members may, in the name of and for an on behalf of the Company, prosecute and defend suits, whether civil, criminal or administrative, sell and close the Company business, dispose of and convey the Company's property, discharge the Company's liabilities and distribute to the Members any remaining assets of the Company, all without affecting the liability of the Members. Upon winding up of the Company, the assets shall be distributed as follows:

(a) First, to creditors, including any Member who is a creditor, to the extent permitted by law, in satisfaction of liabilities of the Company, whether by payment or by establishment of adequate reserves, other than liabilities for distributions to Members under Section 507 or Section 509 of the New York Act;
Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

(b) Second, to Members and former Members in satisfaction of liabilities for Distributions under Section 507 or Section 509 of the New York Act; and

c) Third, to Members first for the return of their Capital Contributions, to the extent not previously returned, and second respecting their Membership Interests, in the proportions in which the Members share in Distributions in accordance with this Agreement.

The Company may continue solely for the purposes of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors and Members. No Member shall take any action that is inconsistent with, or not necessary to or appropriate for, the winding up of the Company's business and affairs.

SECTION 10.5 Upon a liquidation of the Company within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Treasury Regulations, if any Member has a negative Capital Account (after giving effect to all contributions, Distributions, allocations and other adjustments for all fiscal years, including the fiscal year in which such liquidation occurs), the Member shall have no obligation to make any Capital Contribution, and the negative balance of any Capital Account shall not be considered a debt owed by the Member to the Company or to any other Person for any purpose.

SECTION 10.6 Non-recourse to Other Members. Except as provided by applicable law or as expressly provided in this Agreement, upon dissolution, each Member shall receive a return of his Capital Contribution solely from the assets of the Company. If the assets of the Company remaining after the payment or discharge of the debts and liabilities of the Company are insufficient to return any Capital Contribution of any Member, such Member shall have no recourse against any other Member.

SECTION 10.7 Within ninety (90) days following the dissolution and the commencement of winding up of the Company, or at any other time there are no Members, Articles of Dissolution shall be filed with the New York Secretary of State pursuant to the New York Act, as well as any and all other documents necessary with respect to termination of the Company.

SECTION 10.8 Upon completion of the dissolution, winding up, liquidation, and distribution of the assets of the Company, the Company shall be deemed terminated.

SECTION 10.10 Each of the Members shall be furnished with a statement, reviewed by the Company's independent public accountants, which shall set forth the assets and liabilities of the Company as of the date of the Company's liquidation.
Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

ARTICLE XI

Books and Reports

SECTION 11.1 The Operating Manager shall cause the Company to maintain the following records:

A. Complete and accurate books of account, in which shall be entered, fully and accurately, each and every transaction of the Company, shall be kept by the Operating Manager at the principal office of the Company. The fiscal year of the Company shall be the calendar year. The books of account of the Company shall be kept in accordance with sound accounting practices and principles applied in a consistent manner by the Company; provided, however, that all methods of accounting and treating particular transactions shall be in accordance with the methods of accounting employed for Federal income tax purposes. All determinations by the Operating Manager with respect to the treatment of any item or its allocation for Federal, state or local tax purposes shall be binding upon all the Members unless the determination is inconsistent with any express provision of this Agreement.

B. A current list of the full name and last known mailing address of each Member set forth in alphabetical order together with the contribution and share in profits and losses of each Member; a copy of the Articles of Organization of the Company and any amendments thereto; a copy of the Company Operating Agreement and any amendments thereto; a copy of the Company’s federal, state and local income tax returns for the three most recent fiscal years.

C. Any Member shall have the right from time to time at his expense to have his accountants and representatives examine and/or audit the books and records of the Company and the information referred to in this Section, and the Operating Manager will make such books and records and information available for such examination and/or audits.

SECTION 11.2 No value shall be placed for any purpose upon the Company name or the right to its use, or upon the goodwill of the Company or its business. Upon termination or dissolution of the Company (without reconstitution thereof) as provided in this Agreement, neither the Company name or the right to its use, nor the goodwill of the Company, shall be considered as assets of the Company.

SECTION 11.3 The Operating Manager will cause to be sent to the Members within a reasonable period after the close of each year the following: (a) annual statements of the Company’s gross receipts and operating expenses, and the capital accounts of each Member, prepared by the Company’s independent public accountants, to be transmitted to each Member; and (b) a report to be transmitted to each Member
indicating the Member’s share of the Company’s profit or loss for that year and the Member’s allocable share of all items of income, gain, loss, deduction, and credit, for Federal income tax purposes.

ARTICLE XII
Tax Elections

SECTION 12.1 In the event of a transfer of a Member’s interest, or upon the death of a Member, or in the event of the distribution of Company property to any part hereto, the Company may (but need not necessarily) file an election, in accordance with section 754 of the Code to cause the basis of the Company property to be adjusted for federal income tax purposes, as provided by Section 734 and 743 of the Code.

ARTICLE XIII
Miscellaneous

SECTION 13.1 Any notice or other communication under this Agreement shall be in writing and shall be considered given when mailed by registered or certified mail, return receipt requested, to the parties at the following addresses (or at such other address as a party shall be given to him):

A. If to the Company, to it in care of the Operating Manager at the address of the Company.

B. If to the Operating Manager, to them at the address of the Company.

C. If to any Member, to him at his address set forth on the books and records of the Company.

SECTION 13.2 This Agreement contains a complete statement of all of the arrangements among the parties with respect to the Company and cannot be changed or terminated orally or in any manner other than as provided for in this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement.

SECTION 13.3 This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.
SECTION 13.4 This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations of the jurisdiction in which the Company does business. If any provision of this Agreement, or the application thereof to any person or circumstance, shall for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected, but rather shall be enforced to the extent permitted by law.

SECTION 13.5 Anything hereinbefore in this Agreement to the contrary notwithstanding, all references to the property of the Company are deemed to include the profits, losses, and Distributions of the property.

SECTION 13.6 Irrespective of the place of execution or performance, this Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and to be performed in the State of New York.

SECTION 13.7 The captions, headings, and table of contents in this Agreement are solely for convenience of references and shall not affect its interpretation.

SECTION 13.8 This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall be deemed to constitute a single document.

SECTION 13.9 Whenever the context so requires, the male gender when used herein shall be deemed to include the female gender, the female gender shall be deemed to include the male gender, the singular shall be deemed to include the plural and the plural shall be deemed to include the singular.

SECTION 13.10 No failure of a Member to exercise, and no delay by a Member in exercising, any right or remedy under this Agreement shall constitute a waiver of such right or remedy. No waiver by a Member of any such right or remedy under this Agreement shall be effective unless made in writing duly executed by all Members and specifically referring to such right or remedy being waived.

SECTION 13.11 This Agreement shall be binding upon and inure to the benefit of all Members, and each of the permitted successors and assignees of the Members. No party may assign rights or delegate obligations hereunder except pursuant to the provisions hereof. Nothing in this Agreement is intended to benefit any person not a party hereto.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first above written.

Amarjit S. Atwal

Ephraim Atwal

Jessica Atwal

Harpreet Singh
IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first above written.

Amarjit S. Atwal

Ephraim Atwal

Jessica Atwal

Harpreet Singh
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<thead>
<tr>
<th>Name and Address</th>
<th>Capital Contribution</th>
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<tr>
<td>Harpreet Singh</td>
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SCHEDULE B

MEMBER INTEREST REQUIRED FOR CALLING MEETING OF MEMBERS

The Membership interest required to call a meeting of Members shall be:

51 Percent
ARTICLES OF ORGANIZATION

OF

LAWTA FARMS II, LLC

Under Section 203 of the Limited Liability Company Law

FIRST: The name of the limited liability company is

LAWTA FARMS II, LLC

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

THIRD: The secretary of state is designated as agent of the limited liability company upon whom process against it may be served. The post office address within or without this state to which the secretary of state shall mail a copy of any process against the limited liability company served upon him or her is 3095 HARLEM ROAD, BUFFALO, NY, 14225.

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

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

Robin J Molt, Organizer
(name and title)
CERTIFICATE OF AMENDMENT
OF
ARTICLES OF ORGANIZATION
OF

LAWTA FARMS II, LLC

(Insert Name of Domestic Limited Liability Company)

Under Section 211 of the Limited Liability Company Law

FIRST: The name of the limited liability company is:

LAWTA FARMS II, LLC

If the name of the limited liability company has been changed, the name under which it was organized is:

SECOND: The date of filing of the articles of organization is: 4/16/2007

THIRD: The amendment effected by this certificate of amendment is as follows: (Set forth each amendment in a separate paragraph providing the subject matter and full text of each amended paragraph. For example, an amendment changing the name of the limited liability company would read as follows: Paragraph First of the Articles of Organization relating to the limited liability company name is hereby amended to read as follows: First: The name of the limited liability company is ... (new name) ...)

Paragraph [First] of the Articles of Organization relating to the name of the limited liability company is hereby amended to read as follows:

FIRST: The name of the limited liability company is WILSON FARM PROPERTIES, LLC

/s/ AMAR ATWAL
(Signature)

AMAR ATWAL
(Type or print name)

MANAGER
(Title of signer)
Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

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

ENTITY NAME: LAWTA ASSOCIATES, INC.

DOCUMENT TYPE: INCORPORATION (DOM. BUSINESS)

SERVICE COMPANY: NATIONWIDE INFORMATION SERVICES, INC. SERVICE CODE: 27*

FILED: 10/13/1999 DURATION: PERPETUAL CASH#: 991013000601 FILM #: 991013000588

ADDRESS FOR PROCESS

THE CORPORATION
2645 SHERIDAN DRIVE
TONAWANDA, NY 14150

REGISTERED AGENT

STOCK: 200 NPV

FILER

JACK QUIGLEY
NATIONWIDE INFORMATION SERVICES INC
52 JAMES ST.
ALBANY, NY 12207

FEES 245.00 PAYMENTS 245.00

FILING 125.00 CASH 0.00
TAX 10.00 CHECK 0.00
CERT 0.00 CHARGE 0.00
COPIES 10.00 DRAWDOWN 245.00
HANDLING 100.00 BILLED 0.00
REFUND 0.00

RC654 DOS-1025 (11/89)
Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

State of New York } s:
Department of State

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

Witness my hand and seal of the Department of State on OCT 13 1999

[Signature]

Special Deputy Secretary of State

DOS-1265 (5/96)
CERTIFICATE OF INCORPORATION

OF

LAWTA ASSOCIATES, INC.

Under Section 402 of the Business Corporation Law

IT IS HEREBY CERTIFIED THAT:

1. The name of the Corporation is: LAWTA Associates, Inc.

2. The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized pursuant to the Business Corporation Law of the State of New York. The Corporation is not to engage in any act or activity requiring any consents or approvals by law.

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

3. The number of shares which the Corporation shall have the authority to issue is 200 shares of common stock with no par value.

4. The principal office of the Corporation is to be located in the County of Erie, State of New York.

5. The Secretary of State is designated as agent of the Corporation upon whom process against it may be served. The post office address to which the Secretary of State shall mail a copy of any process against the Corporation served upon him is:

c/o The Corporation
2645 Sheridan Drive
Tonawanda, New York 14150

6. The personal liability of Directors to the Corporation or its shareholders for damages for any breach of duty in such capacity shall be limited to the fullest extent permitted by the laws of the State of New York, including specifically, but not exclusively §402(b) of the Business Corporation Law, as the same now exists and as it may hereafter be amended. No Director of the Corporation shall be personally liable to the Corporation or its shareholders for damages for breach of duty in such capacity, except that this provision shall not eliminate or limit the liability of any Director if a judgment or other final adjudication adverse to such Director establishes that such Director's acts or omissions were in bad faith or involved intentional misconduct or a knowing violation of law or that such Director personally gained in fact a financial profit or other advantage to which such Director was not legally entitled, or that such Director's acts violated section 719 of the Business Corporation Law, and provided that this provision shall not eliminate or limit the liability of any Director for any act of omission prior to the adoption of this provision. Any repeal, amendment or other modification of this provision, whether by the Board of Directors or the shareholders of the Corporation, shall be prospective only and shall not adversely affect any limitation on the personal liability of a Director of the
Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

Corporation for acts or omissions occurring prior to the effective date of any such repeal or modification.

7. Unless otherwise determined by the Board of Directors, no holder of stock of the Corporation shall be entitled, as a matter of right, to purchase or subscribe for any stock of any class which the Corporation may issue or sell, whether or not exchangeable for any stock of the Corporation of any class or classes and whether or not of unissued shares authorized by the Certificate of Incorporation of the Corporation as originally filed, or by any amendment of the Certificate of Incorporation, or out of shares of stock of the Corporation acquired by it after the issue thereof, and whether issued for cash, labor done, personal property, or real property, or leases of real property, or otherwise, nor shall he be entitled to any right of subscription to any such shares; nor, unless otherwise determined by the Board of Directors, shall any holder of any shares of stock of the Corporation be entitled, as a matter of right, to purchase or subscribe for any obligation which the Corporation may issue or sell that shall be convertible into or exchangeable for any share of the stock of the Corporation of any class or classes, or to which shall be attached or appurtenant any warrant or warrants or other instrument or instruments which shall confer upon the holder or holders of such obligation the right to subscribe for or purchase from the Corporation any shares of its stock of any class or classes.

The undersigned incorporator is of the age of eighteen (18) years or older.

IN WITNESS WHEREOF, this certificate has been subscribed to this 12th day of October, 1999, by the undersigned who affirms that the statements made herein are true under the penalties of perjury.

Linda J. Brassard, Incorporator
2645 Sheridan Drive
Tonawanda, New York 14150
CERTIFICATE OF INCORPORATION
OF
LAWTA ASSOCIATES, INC.

Under Section 402 of the Business Corporation Law
of the State of New York

Filed by:
Jack Quigley
c/o Nationwide Information Services, Inc.
52 James Street
Albany, NY 12207

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NIS
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STATE OF NEW YORK
DEPARTMENT OF STATE
FILED OCT 13 1999
By: SB SCB

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

BY-LAWS

OF

LAWTA ASSOCIATES, INC.

ARTICLE I

OFFICES

Section 1. Principal Office - The principal office of the Corporation shall be as set forth in its Certificate of Incorporation.

Section 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

Section 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.

Section 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.

Section 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. Notice shall be given either personally or by mailing said notice by first class mail to each shareholder.

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.

Section 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.

Section 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.

Section 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.

Section 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.

Section 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.

Section 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.

Section 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.

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.
ARTICLE III

BOARD OF DIRECTORS

Section 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.

Section 2. Number and Qualification - The number of directors constituting the entire Board shall not be less than one nor more than three (3), 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. Unless and until a different number shall be so fixed within the limits above specified, the Board shall consist of one (1) director. 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 twenty-one 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.

Section 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.

Section 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.
Section 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.

Section 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 four 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.

Section 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.

Section 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.

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

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.

Section 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.

Section 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

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

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.

Section 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.

Section 3. Removal - Any officer may be removed from office by the Board at any time with or without cause.

Section 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.

Section 5. Compensation - The compensation of each officer shall be such as the Board of Directors may from time to time determine.

Section 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.

Section 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.

Section 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
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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.

Section 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.

Section 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

Section 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.

Section 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 BCL 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 BCL has been provided, except as provided in paragraphs (e) and (f) of Section 5052 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
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shares, and may credit distributions in respect of the shares against the obligation, until the obligation is performed.

Section 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.

Section 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.

Section 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.

Section 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.

Section 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.

ARTICLE VII

STATUTORY NOTICES

The Board of Directors may appoint the Treasurer or any other officer of the Corporation to cause to be prepared and furnished to shareholders entitled thereto any special financial notice and/or statement which may be required by Section 510, 511, 516, and 520 of the Business Corporation Law or by any other applicable statute.
ARTICLE VIII

FISCAL YEAR

The fiscal year of the Corporation shall be fixed by the Board of Directors by resolution duly adopted, and, from time to time, by resolution duly adopted the Board of Directors may alter such fiscal year.

ARTICLE IX

CORPORATE SEAL

The Corporate seal shall have inscribed thereon the name of the Corporation, the year of its incorporation and the words "Corporate Seal" and "New York" and shall be in such form and contain such other words and/or figures as the Board of Directors shall determine. The Corporate seal may be used by printing, engraving, lithographing, stamping or otherwise making, placing or affixing, or causing to be printed, engraved, lithographed, stamped or otherwise made, placed or affixed, upon any paper or document, by any process whatsoever, an impression, facsimile or other reproduction of said Corporate seal.

ARTICLE X

BOOKS AND RECORDS

There shall be maintained at the principal office of the Corporation books of account of all the Corporation's business and transactions.

There shall be maintained at the principal office of the corporation or at the office of the Corporation's transfer agent a record containing the names and addresses of all shareholders, the number and class of shares held by such and the dates when they respectively became the owners of record thereof.

ARTICLE XI

INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS

Any person made or threatened to be made a party to an action or proceeding, whether civil or criminal, by reason of the fact that he, his testator or intestate, then, is, or was a director or officer of the Corporation, or then serves or has served on behalf of the corporation in such capacity at the request of the Corporation, shall be indemnified by the Corporation against reasonable expenses, judgments, fines and amounts actually and necessarily incurred in connection with the defense of such action or proceeding or in connection with an appeal therein, to the fullest extent permissible by the laws of the State of New York. Such right of indemnification shall not be deemed exclusive of any other rights to which such person may be entitled.
ARTICLE XII

AMENDMENTS

Subject to Section 613 of the Business Corporation Law, the shares entitled at the time to vote in the election of directors and the Board of Directors by vote of a majority of the entire Board, shall have the power to amend or repeal these By-Laws, and to adopt new By-Laws, provided, however, that any by-law adopted, amended or repealed by the Board of Directors may be amended or repealed by a majority of the votes of the shares at the time entitled to vote thereon as herein provided. No amendment of the By-Laws pertaining to the election of directors or the procedures for the calling and conduct of a meeting of shareholders shall affect the election of directors or the procedures for the calling or conduct in respect of any meeting of shareholders unless notice thereof is given to the shareholders as provided in Section 3 of Article II hereof.

Dated: October 15, 1999

[Signature]

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

RESOLUTIONS ADOPTED BY INCORPORATOR

OF

LAWTA ASSOCIATES, INC.

The undersigned, being the sole Incorporator of the corporation hereby adopts the following resolutions:

(1) RESOLVED, that a copy of the Certificate of Incorporation of the Corporation, together with the original receipt showing payment of the statutory organization tax and filing fee, be inserted in the Minute Book of the Corporation.

(2) RESOLVED, that the form of First By-Laws submitted to the meeting be, and the same hereby are, adopted as and for the By-Laws of the Corporation, and that a copy thereof be placed in the Minute Book of the Corporation, directly following the Certificate of Incorporation.

(3) RESOLVED, that the following persons be, and they hereby are, elected as Directors of the Corporation, to serve until the first annual meeting of shareholders, and until their successors are elected and qualify:

______________________________
Amarjit S. Atwal

______________________________

Dated: October 15, 1999

[Signature]
Incorporator
RESOLUTIONS ADOPTED BY SOLE DIRECTOR AND SHAREHOLDER

OF

LAWTA ASSOCIATES, INC.

The undersigned, being the sole Director and Shareholder, hereby adopts the following resolutions:

(1) RESOLVED, that the following persons be, and they hereby are, elected to the designated offices of the Corporation, to serve until their successors are elected and qualify:

President_________________________ Amarjit S. Atwal
Vice President_________________________ DAVID KORZAK
Secretary_________________________ Amarjit S. Atwal
Treasurer_________________________ Amarjit S. Atwal

(2) RESOLVED, that all the acts taken and resolutions adopted by the Incorporator are, approved, ratified and adopted.

(3) RESOLVED, that the form of seal submitted to this meeting be, and it hereby is, approved and adopted as the corporate seal of this Corporation, and that an impression thereof be made on the margin of these minutes.

(4) RESOLVED, that the specimen form of certificate annexed hereto be, and it hereby is, approved and adopted as the certificate representing the shares of this Corporation.

(5) RESOLVED, that the Corporation accept its appointment as Manager of LAWTA Properties, LLC under an Operating Agreement dated October 15, 1999.

(6) RESOLVED, that the Corporation is hereby authorized to enter into Administrative Services Agreements with Amer Atwal M.D.P.C. and/or Buffalo Ambulatory Services, Inc. upon such terms as the President of the Corporation shall determine.

(7) RESOLVED, that the Corporation is hereby authorized to enter into a Management Agreement with LAWTA Properties, LLC upon such terms as the President of the Corporation shall determine.

(8) RESOLVED, that the Corporation is hereby authorized to enter into Employment Agreements with David Korzak and Amarjit S. Atwal upon such terms as the President of the Corporation shall determine.
Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

(9) RESOLVED, that the Secretarial Certificate annexed hereto reflecting the banking arrangements of the Corporation be, and it hereby is, approved and the resolutions set forth therein adopted.

Dated: October 15, 1999

[Signature]
Director and Shareholder
Amarjit S. Atwal
Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

October 15, 1999

To the Board of Directors of
LAWTA Associates, Inc.

Gentlemen:

I hereby offer to purchase [redacted] shares of the common stock of your Corporation in consideration for the assignment, conveyance and transfer to your Corporation of [redacted] percent (%) of the Membership Interests of LAWTA Properties, LLC owned by me.

Very truly yours,

[Signature]

Amaqit S. Atwal
This is to certify that ______ is the owner of ______ shares of the above Corporation, fully paid and non-assessable shares of the above Corporation transferable only on the books of the Corporation by the holder hereof in person or by duly authorized attorney upon surrender of this Certificate properly endorsed.
Witness, the seal of the Corporation and the signatures of its duly authorized officers.
Dated ______

© 1999 CORPEx BANKNote CO., BAY SHORE N.Y.
Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

LAWTA PROPERTIES, LLC
ARTICLES OF ORGANIZATION
OF
LAWTA PROPERTIES, LLC
UNDER SECTION TWO HUNDRED THREE
OF THE LIMITED LIABILITY COMPANY LAW

The undersigned, being at least eighteen (18) years of age and acting as the organizer of LAWTA Properties, LLC, hereby adopts the following Articles of Organization under Section 203 of the New York Limited Liability Company Law:

I. NAME OF COMPANY

The name of the limited liability company is LAWTA Properties, LLC (the "Company").

II. OFFICE

The office of the Company is to be located in the County of Erie, State of New York.

III. PERIOD OF DURATION

The latest date on which the Company is to dissolve is October 1, 2049.

IV. AGENT FOR SERVICE OF PROCESS

The Secretary of State (the "Secretary") is hereby designated as the agent of the Company upon whom process against it may be served. The post office address within or without this state to which the Secretary shall mail a copy of any process against the Company served upon him or her is:

c/o LAWTA Properties, LLC
2645 Sheridan Drive
Tonawanda, New York 14150

V. MANAGEMENT

The Company shall be managed by a Manager appointed by the Members.

VI. LIABILITY OF MEMBERS

No Members of the Company are to be liable in their capacity as Members for any debts, obligations or liabilities of the Company.
I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

Witness my hand and seal of the Department of State on OCT 13 1999

Special Deputy Secretary of State

AGENT FOR SERVICE OF PROCESS

The Secretary of State (the "Secretary") is hereby designated as the agent of the Company upon whom process against it may be served. The post office address within or without this state to which the Secretary shall mail a copy of any process against the Company served upon him or her is:

c/o LAWTA Properties, LLC
2645 Sheridan Drive
Tonawanda, New York 14150

V.
MANAGEMENT

The Company shall be managed by a Manager appointed by the Members.

VI.
LIABILITY OF MEMBERS

No Members of the Company are to be liable in their capacity as Members for any debts, obligations or liabilities of the Company.
VI.

INDEMNIFICATION

The Company shall have the power to indemnify, to the fullest extent permitted by the New York Limited Liability Company Law, as amended from time to time, all persons whom it is permitted to indemnify pursuant thereto.

IN WITNESS WHEREOF, this certificate has been subscribed this 12th day of October, 1999, by the undersigned who affirms that the statements made herein are true under the penalties of perjury.

Lisa J. Brassard, Organizer
ARTICLES OF ORGANIZATION
OF
LAWTA PROPERTIES, LLC

Under Section 203 of the Limited Liability Company Law
of the State of New York

Filed by:

Jack Quigley
c/o Nationwide Information Services, Inc.
52 James Street
Albany, NY 12207

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED OCT 1 3 1999
TAX $ 27
BY:

3 99101300772
OPERATING AGREEMENT

This Agreement, dated October 16, 1999, is by and among the individuals and entities signing it below.

WHEREAS, the individuals and entities signing this Agreement desire to form a limited liability company known as LAWTA Properties, LLC pursuant to the New York Limited Liability Company Law;

WHEREAS, the individuals and entities signing this Agreement desire to establish their respective rights and obligations pursuant to the New York Limited Liability Company Law in connection with forming such a limited liability company;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the individuals and entities signing this Agreement below agree as follows:

ARTICLE I
Definitions

1.1 Definitions. In this Agreement, the following terms shall have the meanings set forth below:

(a) "Articles of Organization" shall mean the Articles of Organization of the Company filed or to be filed with the New York Secretary of State, as they may from time to time be amended.

(b) "Capital Account" as of any date shall mean the Capital Contribution to the Company by a Member, adjusted as of such date pursuant to of this Agreement.

(c) "Capital Contribution" shall mean any contribution by a Member to the capital of the Company in cash, property or services rendered or a promissory note or other obligation to contribute cash or property or to render services.

(d) "Code" shall mean the Internal Revenue Code of 1986, as amended, or any superseding federal revenue statute.

(e) "Company" shall refer to LAWTA Properties, LLC.

(f) "Distribution" means any cash and other property paid to a Member by the Company from the operations of the Company.

(g) "Fiscal Year" shall mean the fiscal year of the Company, which shall be the year ending December 31.

(h) "Membership Interests" shall mean with respect to the Company the value of all Capital Contributions and with respect to any Member the ratio of the value of the Capital Contribution of such Member to the aggregate value of all Capital Contributions.

(i) "Manager" shall mean the individual or entity designated as Manager pursuant to Article IV of this Agreement.
Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

(j) "Member" shall mean each Person who or which executes a counterpart of this Agreement as a Member and each Person who or which may hereafter become a party to this Agreement.

(k) "Net Losses" shall mean the losses of the Company, if any, determined in accordance with generally accepted accounting principles employed under the cash method of accounting.

(l) "Net Profits" shall mean the income of the Company, if any, determined in accordance with generally accepted accounting principles employed under the cash method of accounting.

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

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

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

(p) "Treasury Regulations" shall mean all proposed, temporary and final regulations promulgated under the Code as from time to time in effect.

ARTICLE II
Organization

2.1 Formation. One or more Persons has acted or will act as an organizer or organizers to form a limited liability company by preparing, executing and filing with the New York Secretary of state the Articles of Organization pursuant to the New York Act.

2.2 Name. The name of the Company is LAWTA Properties, LLC.

2.3 Principal Place of Business. The principal place of business of the Company within the State of New York shall be 3095 Harlem Road, Cheektowaga, New York 14225. The Company may establish any other places of business as the Manager may from time to time deem advisable.

2.4 Registered Agent. The Secretary of State has been designated as the agent of the Company upon whom process against the Company may be served. The post office address to which the Secretary of State shall mail a copy of any process against the Company served upon him/her is 3095 Harlem Road, Cheektowaga, New York 14225. The agent may be changed from time to time by amending the Articles of Organization pursuant to the New York Act.

2.5 Term. The latest date on which the Company is to dissolve is October 1, 2049.

2.6 Purposes. The Company is formed for any lawful business purpose or purposes.
ARTICLE III
Members

3.1 Names and Addresses. The names and addresses of the Members are as set forth in Exhibit A to this Agreement.

3.2 Additional Members. A Person may be admitted as a member after the date of this Agreement upon the vote or written consent of the Manager and a majority of Membership Interests.

3.3 Books and Records. The Company shall keep books and records of accounts and minutes of all meetings of the Members. Such books and records shall be maintained on a cash basis in accordance with this Agreement.

3.4 Information. Each Member may inspect during ordinary business hours and at the principal place of business of the Company the Articles of Organization, the Operating Agreement, the minutes of any meeting of the Members and any tax returns of the Company for the immediately preceding three Fiscal Years.

3.5 Limitation of Liability. Each Member's liability shall be limited as set forth in this Agreement, the New York Act and other applicable law. A Member shall not be personally liable for any indebtedness, liability or obligation of the Company, except that such Member shall remain personally liable for the payment of his or her Capital Contribution of such Member and as otherwise set forth in this Agreement, the New York Act and any other applicable law.

3.6 Priority and Return of Capital. No Member shall have priority over any other Member, whether for the return of a Capital Contribution or for Net Profits, Net Losses or a Distribution; provided, however, that this Section shall not apply to loan or other indebtedness (as distinguished from a Capital Contribution) made by a Member to the Company.

3.7 Liability of a Member to the Company. A Member who or which rightfully receives the return of any portion of a Capital Contribution is liable to the Company only to the extent now or hereafter provided by the New York Act. A Member who or which receives a Distribution made by the Company in violation of this Agreement or made when the Company's liabilities exceed its assets (after giving effect to such Distribution) shall be liable to the Company for the amount of such Distribution.

3.8 Financial Adjustments. No Members admitted after the date of this Agreement shall be entitled to any retroactive allocation of losses, income or expense deductions incurred by the Company. The Manager may, at the discretion of the Manager, at the time a Member is admitted, close the books and records of the Company (as though the Fiscal Year had ended) or make pro rata allocations of loss-, income and expense deductions to such Member for that portion of the Fiscal Year in which such Member was admitted in accordance with of the Code.

ARTICLE IV
Management

4.1 Management. The Company shall be managed by Amarjit S. Atwal or any entity owned and controlled by Amarjit S. Atwal free and clear of any claim or encumbrance asserted against Amarjit S. Atwal's ownership and control.

4.2 Number, Tenure and Qualifications of Manager. The Company shall initially have one (1) Manager. LAWTA Associates, Inc., 3095 Harlem Road, Cheektowaga,
New York 14225 is hereby approved and appointed Manager so long as Amarjit S. Atwal owns and controls LAWTA Associates, Inc. The Manager shall be elected by the vote or written consent of a majority of all Membership Interests and needs not be a resident of the State of New York or a Member of the Company.

4.3 Powers of the Manager. The Manager shall have the right, power and authority to manage, operate and control the Company, to do all things necessary or appropriate to carry on the business of the Company, including without limitation the right to:

(a) Manage the business of the Company, including through Persons employed by the Company for such purpose;

(b) Execute, deliver, make, modify or amend such documents and instruments, in the name of the Company, as the Manager may deem necessary or desirable in connection with the management of the business of the Company;

(c) Acquire, sell, transfer, assign, finance, convey, lease, mortgage or otherwise dispose of all or any part of the business of the Company and/or all or any part of the assets of the Company;

(d) Borrow money and otherwise obtain credit and other financial accommodations;

(e) Perform or cause to be performed all of the Company’s obligations under any agreement to which the Company is a party, including without limitation, any obligations of the Company or otherwise in respect to any indebtedness secured in whole or in part by, or by lien on, or security interest in, any asset(s) of the Company;

(f) Employ, engage, retain or deal with any Persons to act as employees, agents, brokers, accountants, lawyers or in such other capacity as the Manager may deem necessary or desirable;

(g) Appoint individuals to act as officers of the Company and delegate to such individuals such authority to act on behalf of the Company and such duties and functions as the Manager shall determine, including such duties as would normally be delegated to officers of a corporation holding similar offices;

(h) Adjust, compromise, settle or refer to arbitration any claim in favor of or against the Company or any of its assets, to make elections in connection with the preparation of any federal, state and local tax returns of the Company, and to institute, prosecute, and defend any legal action or any arbitration proceedings;

(i) Acquire and enter into any contract of insurance necessary or proper for the protection of the Company and/or any Member and/or the Manager;

(j) Make elections in connection with the preparation of any federal, state and local tax returns of the Company, and to institute, prosecute, and defend any legal action or any arbitration proceeding;

(k) Authorize, create, designate, determine or issue any new Membership Interests;

(l) Authorize, or set aside any sums for, the purchase, repurchase, redemption or other acquisition by the Company of any Membership Interests;
Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

(m) Authorize the merger, consolidation or similar combination with any other entity, or authorize the sale of all or substantially all of the assets of the Company;

(n) Approve a recapitalization, reclassification, reorganization, split or other similar event affecting the Membership Interests;

(o) Approve or pay any distributions to any Member;

(p) Effect the voluntary or involuntary dissolution, liquidation or winding-up of the Company;

(q) Enter into any management agreement by and between the Company and the Manager; and

(r) Perform any other act which the Manager may deem necessary or desirable for the Company or its business.

4.4 Binding Authority. Unless authorized to do so by the Manager, no Person shall have any power or authority to bind the Company. No Person shall have any power or authority to bind the Company unless such Person has been authorized by the Manager to act on behalf of the Company in accordance with the immediately preceding sentence.

4.5 Liability for Certain Acts. The Manager shall perform his, her or its duties in good faith, in a manner he, she or it reasonably believes to be in the best interests of the Company and with such care as an ordinarily prudent person in a similar position would use under similar circumstances. A Manager who so performs such duties shall not have any liability by reason of being or having been a Manager. The Manager shall not be liable to the Company or any Member for any loss or damage sustained by the Company or any Member, unless the loss or damage shall have been the result of the gross negligence or willful misconduct of such Manager. Without limiting the generality of the preceding sentence, a Manager does not in any way guaranty the return of any Capital Contribution to a Member or a profit for the Members from the operations of the Company.

4.6 No Exclusive Duty to Company. The Manager shall not be required to manage the Company as its sole and exclusive function and may have other business interests and may engage in other activities in addition to those relating to the Company. Neither the Company nor any Member shall have any right pursuant to this Agreement to share or participate in such other business interests or activities or to the income or proceeds derived therefrom. The Manager shall incur no liability to the Company or any Member as a result of engaging in any other business interests or activities.

4.7 Indemnification. The Company shall indemnify and hold harmless the Manager from and against all claims and demands to the maximum extent permitted under the New York Act.

4.8 Resignation. Any Manager may resign at any time by giving written notice to the Company. The resignation of any Manager shall take effect upon receipt of such notice or at any later time specified in such notice. Unless otherwise specified in such notice, the acceptance of the resignation shall not be necessary to make it effective. The resignation of the Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of a Member.
Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

4.9 Removal. The Manager may be removed or replaced with cause by the vote or written consent of a majority of Membership Interests. The removal of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of such Member.

4.10 Salaries. The salaries and other compensation of the Manager shall be fixed from time to time by the vote or written consent of at least a majority of the Membership Interests. No Manager shall be prevented from receiving such a salary or other compensation because such Manager is also a Member.

4.11 Officers. The Manager may designate one or more individuals as officers of the Company, who shall have such titles and exercise and perform such powers and duties as shall be assigned to them from time to time by the Manager. Any officer may be removed by the Manager at any time, with or without cause. Each officer shall hold office until his or her successor is elected and qualified. Any number of offices may be held by the same individual. The salaries and other compensation of the officers shall be fixed by the Manager.

ARTICLE V
Meetings of Members

5.1 Annual Meeting. The annual meeting of the Members shall be held at such time as shall be determined by the Manager for the purpose of the transaction of any business as may come before such meeting.

5.2 Special Meetings. Special meetings of the Members, for any purpose or purposes, may be called by the Manager.

5.3 Place of Meetings. Meetings of the Members may be held at any place, within or outside the State of New York, for any meeting of the Members designated in any notice of such meeting. If no such designation is made, the place of any such meeting shall be the chief executive office of the Company.

5.4 Notice of Meetings. Written notice stating the place, day and hour of the meeting indicating that it is being issued by or at the direction of the person or persons calling the meeting, stating the purpose or purposes for which the meeting is called shall be delivered no fewer than ten nor more than sixty days before the date of the meeting.

5.5 Record Date. For the purpose of determining the Members entitled to notice of or to vote at any meeting of Members or any adjournment of such meeting, or Members entitled to receive payment of any Distribution, or to make a determination of Members for any other purpose, the date on which notice of the meeting is mailed or the date on which the resolution declaring Distribution is adopted, as the case may be, shall be the record date for making such a determination. When a determination of Members entitled to vote at any meeting of Members has been made pursuant to this Section, the determination shall apply to any adjournment of the meeting.

5.6 Quorum. Members holding not less than a majority of all Membership Interests, represented in person or by proxy, shall constitute a quorum at any meeting of Members. In the absence of a quorum at any meeting of Members, a majority of the Membership Interests so represented may adjourn the meeting from time to time for a period not to exceed sixty days without further notice. However, if the adjournment is for more than sixty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Member of record entitled to vote at such meeting. At an adjourned meeting at which a quorum shall be present or represented, any business may be transacted that
might have been transacted at the meeting as originally noticed. The Members present at a meeting may continue to transact business until adjournment, notwithstanding the withdrawal during the meeting of Membership Interests whose absence results in less than a quorum being present.

5.7 Manner of Acting. If a quorum is present at any meeting, the vote or written consent of Members holding not less than a majority of Membership Interests shall be the act of the Members, unless the vote or lesser proportion or number is otherwise required by the New York Act, the Articles of Organization or this Agreement.

(a) A Member may vote in person or by proxy executed in writing by the Member or by a duly authorized attorney-in-fact.

(b) Every proxy must be signed by the Member or his or her attorney-in-fact. No proxy shall be valid after the expiration of eleven months from the date thereof unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the Member executing it, except as otherwise provided in this Section.

(c) The authority of the holder of a proxy to act shall not be revoked by the incompetence or death of the Member who executed the proxy unless, before the authority is exercised, written notice of an adjudication of such incompetence or of such death is received by the Manager.

(d) Except when other provision shall have been made by written agreement between the parties, the record holder of a Membership Interest which he, she or it holds as pledgee or otherwise as security or which belong to another, shall issue to the pledgee or to such owner of such Membership Interest, upon demand therefor and payment of necessary expenses thereof, a proxy to vote or take other action thereon.

(e) A proxy which is entitled "irrevocable proxy" and which states that it is irrevocable, is irrevocable when it is held by (i) a pledgee, (ii) a Person who has purchased or agreed to purchase the Membership Interests, (iii) a creditor or creditors of the Company who extend or continue credit to the Company in consideration of the proxy if the proxy states that it was given in consideration of such extension or continuation of credit, the amount thereof, and the name of the person extending or continuing credit, (iv) a Person who has contracted to perform services as an officer of the Company, if a proxy is required by the contract of employment, if the proxy states that it was given in consideration of such contract of employment, the name of the employee and the period of employment contracted for, or (v) a nominee of any of the Persons described in clauses (i)-(iv) of this sentence.

(f) Notwithstanding a provision in a proxy, stating that it is irrevocable, the proxy becomes revocable after the pledge is redeemed, or the debt of the Company is paid, or the period of employment provided for in the contract of employment has terminated and, in a case provided for in Section 5.8(e)(i) or (iv) of this Agreement, becomes revocable three years after the date of the proxy or at the end of the period, if any, specified therein, whichever period is less, unless the period of irrevocability is renewed from time to time by the execution of a new irrevocable proxy as provided in this Section. This paragraph does not affect the duration of a proxy under paragraph (b) of this Section.

(g) A proxy may be revoked, notwithstanding a provision making it irrevocable, by a purchaser of a Membership Interest without knowledge of the existence of such proxy.
5.9 Action by Members Without a Meeting.

(a) Whenever the Members of the Company are required or permitted to take any action by vote, such action may be taken without a meeting, without prior notice and without a vote, if a consent or consents, in writing, setting forth the action so taken shall be signed by the Members who hold the voting interests having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all of the Members entitled to vote therein were present and voted and shall be delivered to the office of the Company, its principal place of business or a Manager, employee or agent of the Company. Delivery made to the office of the Company shall be by hand or by certified or registered mail, return receipt requested.

(b) Every written consent shall bear the date of signature of each Member who signs the consent, and no written consent shall be effective to take the action referred to therein unless, within sixty days of the earliest dated consent delivered in the manner required by this Section to the Company, written consents signed by a sufficient number of Members to take the action are delivered to the office the Company, its principal place of business or a Manager, employee or agent of the Company having custody of the records of the Company. Delivery made to such office, principal place of business of Manager, employee or agent shall be by hand or by certified or registered mail, return receipt requested.

(c) Prompt notice of the taking of the action without a meeting by less than unanimous written consent shall be given to each Member who have not consented in writing but who would have been entitled to vote thereon had such action been taken at a meeting.

5.10 Waiver of Notice. Notice of a meeting need not be given to any Member who submits a signed waiver of notice, in person or by proxy, whether before or after the meeting. The attendance of any Member at a meeting, in person or by proxy, without protesting prior to the conclusion of the meeting the lack of notice of such meeting, shall constitute a waiver of notice by him or her.

5.11 Voting Agreements. An agreement between two or more Members, if in writing and signed by the parties thereto, may provide that in exercising any voting rights, the Membership Interest held by them shall be voted as therein provided, or as they may agree, or as determined in accordance with a procedure agreed upon by them.

ARTICLE VI
Capital Contributions

6.1 Capital Contributions. Each Member shall contribute the amount set forth in Exhibit A to this Agreement as the Capital Contribution to be made by him, her or it.

6.2 Additional Contributions. If at any time the Members determine upon the vote or written consent of a majority of Membership Interests that it is necessary or desirable for the Company to raise additional capital each shall contribute a portion of said additional capital in proportion to his or her interest as represented by the Membership Interests. If any Member fails to make such contribution, that amount shall be deducted from subsequent distributions of profit or draws thereon until paid in full with interest on the outstanding balance, if any.

6.3 Capital Accounts. A Capital Account shall be maintained for each Member. Each Member's Capital Account shall be increased by the value of each Capital Contribution made by the Member, allocations to such Member of the Net Profits and any other allocations to such Member of income pursuant to the Code. Each Member's Capital Account will be decreased by the
Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

value of each Distribution made to the Member by the Company, allocations to such Member of Net Losses and other allocations to such Member pursuant to the Code.

6.4 Transfers. Upon a permitted sale or other transfer of a Membership Interest in the Company, the Capital Account of the Member transferring his, her or its Membership Interests shall become the Capital Account of the Person to which or whom such Membership Interest is sold or transferred in accordance with Section 1.704-1(b)(2)(iv) of the Treasury Regulations.

6.5 Modifications. The manner in which Capital Accounts are to be maintained pursuant to this Section is intended to comply with the requirements of Section 704(b) of the Code. If in the opinion of the Manager the manner in which Capital Accounts are to be maintained pursuant to this Agreement should be modified to comply with Section 704(b) of the Code, then the method in which Capital Accounts are maintained shall be so modified; provided, however, that any change in the manner of maintaining Capital Accounts shall not materially alter the economic agreement between or among the Members.

6.6 Deficit Capital Account. Except as otherwise required in the New York Act or this Agreement, no Member shall have any liability to restore all or any portion of a deficit balance in a Capital Account.

6.7 Withdrawal or Reduction of Capital Contributions. A Member shall not receive from the Company any portion of a Capital Contribution until all indebtedness, liabilities of the Company, except any indebtedness, liabilities and obligations to Members on account of their Capital Contributions, have been paid or there remains property of the Company, in the sole discretion of the Manager, sufficient to pay them. A Member, irrespective of the nature of the Capital Contribution of such Member, has only the right to demand and receive cash in return for such Capital Contribution.

ARTICLE VII
Allocations and Distributions

7.1 Allocations of Profits and Losses. The Net Profits and the Net Losses for each Fiscal Year shall be allocated to each Member in accordance with the ratio of the value of his, her or its Capital Account to the value of all Capital Accounts in the aggregate.

7.2 Distributions. The Manager may from time to time, in the discretion of the Manager, make Distributions to the Members. All Distributions shall be made to the Members pro rata in proportion to their Membership Interests as of the record date set for such Distribution.

7.3 Offset. The Company may offset all amounts owing to the Company by a Member against any Distribution to be made to such Member.

7.4 Limitation Upon Distributions. No Distribution shall be declared and paid unless, after such Distribution is made, the assets of the Company are in excess of all liabilities of the Company.

7.5 Interest on and Return of Capital Contributions. No Member shall be entitled to interest on his, her or its Capital Contribution or to a return of his, her or its Capital Contribution, except as specifically set forth in this Agreement.

7.6 Accounting Period. The accounting period of the Company shall be the Fiscal Year.
ARTICLE VIII
Taxes

8.1 Tax Returns. The Manager shall cause to be prepared and filed all necessary federal and state income tax returns for the Company. Each member shall furnish to the Manager all pertinent information in its possession relating to Company Operations that is necessary to enable the Company's income tax returns to be prepared and filed.

8.2 Tax Elections. The Company shall make the following elections on the appropriate tax returns:

(a) To adopt the calendar year as the Fiscal Year;

(b) To adopt the cash method of accounting and keep the Company's books and records on the income tax method;

(c) If a Distribution as described in Section 734 of the Code occurs or if a transfer of a Membership Interest described in Section 743 of the Code occurs, upon the written request of any Member, to elect to adjust the basis of the property of the Company pursuant to Section 754 of the Code;

(d) To elect to amortize the organizational expenses of the Company and the start-up expenditures of the Company under Section 195 of the Code ratably over a period of sixty months as permitted by Section 709(b) of the Code; and

(e) Any other election that the Manager may deem appropriate and in the best interests of the Members.

Neither the Company nor any Member may make an election for the Company to be excluded from the application of Subchapter R of Chapter 1 of Subtitle A of the Code or any similar provisions of applicable state law, and no provisions of this Agreement shall be interpreted to authorize any such election.

8.3 Tax Matters Partners. The Manager shall be designated as the "tax matters partner" of the Company pursuant to Section 6231(a)(7) of the Code. Any Manager who is designated "tax matters partner" shall take any action as may be necessary to cause each other Member to become a "notice partner" within the meaning of Section 6223 of the Code.

ARTICLE IX
Transferability

9.1 General. Except as set forth in this Agreement, no Member shall gift, sell, assign, pledge, hypothecate, exchange or otherwise transfer to another Person any portion of a Membership Interest.

9.2 Offer to Acquire. If a Member desires to sell a Membership Interest to another Person, such Member shall obtain from such Person a bona fide written offer to purchase such Membership Interest, stating the terms and conditions upon which the purchase is to be made. Such Member shall give written notification to the other Members of his, her or its intention to sell such Membership Interest and a copy of such bona fide written offer.

9.3 Right of First Refusal. Each Member other than the Selling Member, on a basis pro rata to the Membership Interests of each Member exercising his, her or its right of first refusal, shall have the right to exercise a right of first refusal to purchase all (but not less than all)
Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

of the Membership Interest proposed to be sold by the Selling Member upon the same terms and conditions as stated in the bona fide written offer by giving written notification to the Selling Member of his, her or its intention to do so within thirty days after receiving written notice from the Selling Member. The failure of any Member to so notify the Selling Member of a desire to exercise such right of first refusal within such thirty-day period shall result in the termination of such right of first refusal and the Selling Member shall be entitled to consummate the sale of his, her or its Membership Interest with respect to which such right of first refusal has not been exercised to the Person offering to do so pursuant to the bona fide written offer. If the Selling Member fails to sell his, her or its Membership Interest within thirty days after receiving the right to do so, his her or its right to do so terminates and the terms and conditions of this Section shall again be in effect.

9.4 Closing. If any Member gives written notice to the Selling Member of his, her or its desire to exercise such right of first refusal and to purchase all of the Selling Member’s Interest upon the same terms and conditions as are stated in the written offer, such Member shall have the right to designate the time, date and place of closing within ninety days after receipt of written notification from the Selling Member of the bona fide offer.

9.5 Transferee Not a Member. No Person acquiring a Membership Interest pursuant to this Section other than a Member shall become a Member unless such Person is approved by the unanimous vote or written consent of all Membership Interests. If no such approval is obtained, such Person’s Membership Interest shall only entitle such Person to receive the distributions and allocations of profits and losses to which the Member from whom or which such Person received such Membership Interest would be entitled. Any such approval may be subject to any terms and conditions imposed by the Members.

9.6 Effective Date. Any sale of a Membership Interest or admission of a Member pursuant to this Article shall be deemed effective as of the last day of the calendar month in which such sale or admission occurs.

ARTICLE X
Dissolution

10.1 Dissolution. The Company shall be dissolved and its affairs shall be wound up upon the first to occur of the following:

(a) The latest date on which the Company is to dissolve, if any, as set forth in the Articles of Organization;

(b) The vote or written consent of at least two-thirds in interest of all Members; or

(c) The bankruptcy, death, dissolutions, expulsion, incapacity or withdrawal of any Member or the occurrence of any other event that terminates the continued membership of any Member, unless within one hundred eighty days after such event the Company is continued by the vote or written consent of a majority in interest of all of the remaining Members.

10.2 Winding Up. Upon the dissolution of the Company the Manager may, in the name of and for an on behalf of the Company, prosecute and defend suits, whether civil, criminal or administrative, sell and close the Company's business, dispose of and convey the Company's property, discharge the Company's liabilities and distribute to the Members any remaining assets of the Company, all without affecting the liability of Members. Upon winding up of the Company, the assets shall be distributed as follows:
Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

(a) To creditors, including any Member who is a creditor, to the extent permitted by law, in satisfaction of liabilities of the Company, whether by payment or by establishment of adequate reserves, other than liabilities for distributions to Members under Section 507 or Section 509 of the New York Act;

(b) To Members and former Members in satisfaction of liabilities for Distributions under Section 507 or Section 509 of the New York Act; and

(c) To Members first for the return of their Capital Contributions, to the extent not previously returned, and second respecting their Membership interests, in the proportions in which the Members share in Distributions in accordance with this Agreement.

10.3 Articles of Dissolution. Within ninety days following the dissolution and the commencement of winding up of the Company, or at any other time there are no Members, articles of dissolution shall be filed with the New York Secretary of State pursuant to the New York Act.

10.4 Deficit Capital Account. Upon a liquidation of the Company within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Treasury Regulations, if any Member has a Deficit Capital Account (after giving effect to all contributions, distributions, allocations and other adjustments for all Fiscal Years, including the Fiscal Year in which such liquidation occurs), the Member shall have no obligation to make any Capital Contribution, and the negative balance of any Capital Account shall not be considered a debt owed by the Member to the Company or to any other Person for any purpose.

10.5 Nonrecourse to Other Members. Except as provided by applicable law or as expressly provided in this Agreement, upon dissolution, each Member shall receive a return of his, her or its Capital Contribution solely from the assets of the Company. If the assets of the Company remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return any Capital Contribution of any Member, such Member shall have no recourse against any other Member.

10.6 Termination. Upon completion of the dissolution, winding up, liquidation, and distribution of the assets of the Company, the Company shall be deemed terminated.

ARTICLE XI
General Provisions

11.1 Notices. Any notice, demand or other communication required or permitted to be given pursuant to this Agreement shall have been sufficiently given for all purposes if (a) delivered personally to the party or to an executive officer of the party to whom such notice, demand or other communication is directed or (b) sent by registered or certified mail, postage prepaid, addressed to the Member or the Company at his, her or its address set forth in this Agreement. Except as otherwise provided in this Agreement, any such notice shall be deemed to be given three business days after the date on which it was deposited in a regularly maintained receptacle for the deposit of United States mail, addressed and sent as set forth in this Section.

11.2 Amendments. This Agreement contains the entire agreement among the Members with respect to the subject matter of this Agreement, and supersedes each course of conduct previously pursued or acquiesced in, and each oral agreement and representation previously made, by the Members with respect thereto, whether or not relied or acted upon. No course of performance or other conduct subsequently pursued or acquiesced in, and no oral agreement or representation subsequently made, by the Members, whether or not relied or acted
upon, and no usage of trade, whether or not relied or acted upon, shall amend this Agreement or impair or otherwise affect any Member’s obligations pursuant to this Agreement or any rights and remedies of a Member pursuant to this Agreement. No amendment to this Agreement shall be effective unless made in a writing duly executed by all Members and specifically referring to each provision of this Agreement being amended.

11.3 Construction. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa.

11.4 Headings. The headings in this Agreement are for convenience only and shall not be used to interpret or construe any provision of this Agreement.

11.5 Waiver. No failure of a Member to exercise, and no delay by a Member in exercising, any right or remedy under this Agreement shall constitute a waiver of such right or remedy. No waiver by a Member of any such right or remedy under this Agreement shall be effective unless made in a writing duly executed by all Members and specifically referring to each such right or remedy being waived.

11.6 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. However, if any provision of this Agreement shall be prohibited by or invalid under such law, it shall be deemed modified to conform to the minimum requirements of such law or, if for any reason it is not deemed so modified, it shall be prohibited or invalid only to the extent of such prohibition or invalidity without the remainder thereof or any other such provision being prohibited or invalid.

11.7 Binding. This Agreement shall be binding upon and inure to the benefit of all Members, and each of the successors and assignees of the Members, except that right or obligation of a Member under this Agreement may be assigned by such Member to another Person without first obtaining the written consent of all other Members.

11.8 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

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

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

Amarjit S. Atwal

LAWTA Associates, Inc.

By: ___________________________
President
EXHIBIT A

Members

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Membership Interests</th>
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<tbody>
<tr>
<td>1. Amarjit S. Atwal</td>
<td>Redacted pursuant to N.Y. Public Officers Law, Art. 6</td>
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<tr>
<td>2. LAWTA Associates, Inc.</td>
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Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

**EXHIBIT A**

AMENDED 11/2/99

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Membership</th>
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<tbody>
<tr>
<td>LAWTA Associates, Inc.</td>
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</table>

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

1. LAWTA Associates, Inc.

2. The C.A. Trust
Attachment F: Labor Peace Agreement

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.”
Labor Peace Agreement

This Labor Peace Agreement ("LPA") is entered into by and between Farming New York LLC (Employer) and the United Food and Commercial Workers ("UFCW"), District Union Local One (Union) as of May 27, 2015.

WHEREAS, Employer intends to submit an application to the New York State Department of Health to be licensed to manufacture and dispense medical marijuana, pursuant to Article 33 of the New York Public Health Law ("PHL"), one of the requirements of which is that the Employer document that it has entered into a LPA, as required by PHL § 3365(1);

WHEREAS, Union is a bona fide labor organization representing employees employed by various employers in New York State for purposes of collectively bargaining such employees’ terms and conditions of employment under the National Labor Relations Act ("NLRA");

WHEREAS, Union is attempting or intends to attempt to represent Employer’s employees for purposes of collectively bargaining their terms and conditions of employment under the NLRA;

WHEREAS, Employer and Union have already begun working together to design and formulate a neutral union choice atmosphere; and

WHEREAS, Employer has received sample contracts from other UFCW local unions across the United States;

THEREFORE, Employer and Union hereby agree as follows:

1. Employer will insure that its to-be-hired employees will enjoy a neutral atmosphere in which to make their decision about joining the Union.

2. Employer will use the sample contracts received from other UFCW local unions as a template for bargaining any collective bargaining contract for employees at Employer’s facility located at 683 Lake Street, Wilson, NY 14172, which will be its growing facility, and at the yet to be determined four dispensary locations.

3. Employer and the Union will to work together to make the facility and the dispensary locations great places to work, with livable wages, good benefits and great working conditions.

4. During the term of this LPA, Union and its members will not engage in any picketing, work stoppages, boycotts or other economic interference of Employer’s business.
5. This LPA will remain in effect until August 31, 2018.

FOR EMPLOYER:

FOR UNION:
United Food and Commercial Workers,
District Union Local One

Frank C. DeRiso, President UFCW Local One
International Vice President, UFCW

MARK A. MANNA

UFCW Local One
Wegman Area Director
Attachment F: Labor Peace Agreement

LABOR MANAGEMENT COOPERATION AGREEMENT

WHEREAS, Farm(med)ed ("Employer") and 1199SEIU/SEIU United Healthcare Workers East ("Union" or "1199SEIU") have held discussions concerning the establishment of a cooperative relationship that benefits the employees, the Employer and the community they serve;

WHEREAS, the parties desire to establish a relationship of mutual respect to assist the Employer in its licensing and regulatory activities; and ultimately to enhance the delivery of its care by maintaining a cooperative spirit between labor and management;

WHEREAS, the parties have held discussions concerning the method by which unrepresented employees of the Employer shall decide whether to select the Union for purposes of collective bargaining;

WHEREAS, the parties wish to insure that the proper rights of employees and management are honored and protected;

WHEREAS, the parties wish to avoid disruptions to the Employer’s operations;

NOW, THEREFORE, in consideration of the foregoing, the sufficiency of which is hereby acknowledged, the Employer and the Union agree to the following code of conduct and procedures for employees to make a decision about union representation.
A. Code of Conduct – The Employer shall notify the Union upon commencing hiring, and when a representative compliment of employees are hired the following shall apply:

1. The Employer and the Union agree that the Employees shall be entitled to make a decision regarding union representation free from coercion and intimidation.

2. No employee will be threatened or suffer any adverse action because he or she chooses to support or oppose the Union.

3. Employer Speech: The Employer agrees on behalf of itself, its supervisors, attorneys and agents that it will remain neutral on the question of representation of its employees by 1199SEIU and shall not in any way communicate with employees in the unit covered by this Agreement concerning 1199SEIU, the Union's organizing efforts, the employees' choice whether to join a union, the card count or NLRB election, or any other matter related to the card count, election or its employees' terms and conditions of employment other than specifically set forth herein. The Employer further agrees that it will apprise all of its supervisors and agents about the existence and terms of this Agreement and instruct them that they are required to abide by its terms. Notwithstanding the foregoing, the Employer may inform employees as to the date, time and location of the card count or NLRB election.

4. Union campaign: Any campaigning by the Union shall be carried out in a manner that will not disrupt operations. The Union agrees that all Union campaigning shall be factual, without any personal attacks and without any disparagement of the motive or mission of the Employer or its agents.

5. No group or one-on-one meetings: The Employer will not hold individual or group meetings of employees a subject of which is union representation.
Attachment F: Labor Peace Agreement

6. **Use of Consultants, Other Third Parties and Employee Groups:** The Employer and the Union shall not use consultants or other representatives or surrogates to engage in activities inconsistent with this Agreement. The Employer shall not sponsor or encourage any group of employees who advocate a vote against union representation.

**B. Union Access**

Upon execution of this Agreement, the Employer shall grant representatives of the Union reasonable access to Employees at the Employer's facilities through the following means:

1. The Union shall be allowed to post notices on mutually agreed, pre-selected bulletin boards.

2. **Upon request,** Union representatives shall be given access to the employees during non-working hours and to break area(s).

3. The Union shall not interfere with the operations of the Employer.

**C. Joint Statement**

At the Union's option, the Employer shall post a mutually agreed upon joint statement to employees, notifying employees that the Union seeks to represent them, that the parties have entered into this Agreement and apprising employees of their rights.

**D. Process for Union Recognition**

1. At the Union's option, the employees shall decide the question whether 1199SEIU shall be their collective bargaining representative, either by a majority showing in a card count or by majority vote in an election conducted by the National Labor Relations Board ("NLRB").

2. The Union shall serve the Employer with a Notice of its intent to Organize ("Notice of intent") in an appropriate unit. The Employer agrees that within 5 days of its receipt of the Union's Notice of Intent to Organize, it will provide the Union with a list of the names, job
titles, shifts, home telephone numbers and home addresses and e-mail addresses of all employees
in the unit identified in the Notice of Intent.

3. Card Count:
   a. If 1199SEIU invokes a card count procedure for recognition, it shall set forth the request in writing and specify the unit for which it seeks representation. Any dispute concerning unit composition, or the eligibility, including supervisory status, shall be referred to and resolved by the designated Arbitrator as set forth below in Section F.4. The Arbitrator’s rulings shall be final and binding. The Employer shall immediately produce a corrected eligibility list in conformance with the Arbitrator’s rulings.

b. A card count shall be conducted by Arbitrator on a date to be determined by the Union but in no event later than fifteen (15) days from the date the Union requests such count. At the card count, the Union shall furnish to the Arbitrator the standard authorization cards, executed by eligible employees, and the Employer shall furnish to the Arbitrator W-4 forms containing the signatures of employees on the eligibility list described above in Section E.3.a. The Arbitrator shall check the cards against the eligibility list and the signer’s signature on the W-4 form. If the Arbitrator certifies that the Union has been selected by a majority of eligible employees, the Employer agrees to immediately recognize the Union as the exclusive bargaining representative.

4. NLRB Notice of Voluntary Recognition following card count recognition:

   NLRB Petition
   a. The Employer agrees that if any other person or entity petitions the NLRB for any election in a unit in which the Employer has granted recognition to the Union, the Employer will join in any request by the Union that the NLRB dismiss the petition on the grounds of
recognition bar or, if the Employer and the Union have agreed to a collective bargaining agreement covering Employees at the time the petition is filed, on grounds of contract bar. If the petition is not dismissed, the Employer shall agree, at the request of the Union, to a Full Consent Election Agreement under Section 102.62(c) of the NLRB’s Rules and Regulations and consent to the same unit description and voter eligibility determination as in the card count.

b. At all times, including during the posting period and pre-election period, the Employer shall abide by Code of Conduct and Access provisions of the Agreement.

c. In cases where the Arbitrator finds that either the Union or the Employer has violated the rules of conduct set forth herein to the extent that the violation affected the outcome of the election, the Arbitrator retains his/her authority to issue an award that remedies the violation(s) and the party violating the rules of conduct shall join in a stipulation setting aside the results of the election and providing for a re-run election by the NLRB, provided that the objecting party has filed timely objections with the NLRB. However, if the Arbitrator does not find that the alleged violation(s) of the rules of conduct affected the outcome of the election, the objecting party shall withdraw its objections filed with the NLRB.

d. The parties agree that they will accept the certification of the results of the election by the Regional Director of the NLRB and shall not challenge the result of the election either before the National Labor Relations Board or in any Court.

E. Enforcement and Arbitration

1. The parties shall mutually designate an arbitrator to oversee the implementation of this Agreement. If they fail to agree upon an arbitrator then the American Arbitration Association process shall be used for arbitrator designation. Any disputes concerning compliance with this Agreement shall be referred to the Arbitrator.
2. The parties agree that upon the signing of this Agreement, they shall each designate a special representative for the purpose of enforcement of this Agreement. Any breach of the Agreement shall first be addressed by these special representatives within five (5) days after the breach occurred. If the special representatives are unable to resolve the dispute, the issue shall be submitted to the Arbitrator.

3. With the exception of unit composition and eligibility issues, described below in paragraph F.4, all disputes shall be heard within twenty-four (24) hours of a party's submission of the dispute to the Arbitrator. Any hearings may be conducted telephonically. The parties agree to be bound by the decisions of the Arbitrator who shall have the authority and broad discretion to award an appropriate remedy. All decisions of the Arbitrator under this Agreement shall be deemed final and binding by the parties to the Agreement, and shall be enforceable in any court of competent jurisdiction.

4. At the time the Employer provides the list of employees described above in Section E.2, it shall provide the Union with its position regarding the inclusion and exclusion of specific job classifications in the unit identified in the Notice of Intent. The special representatives shall immediately try to resolve any and all disagreements with respect to the inclusion or exclusion of any job classification in the unit or voter eligibility. If the parties are unable to resolve unit composition or voter eligibility issues between themselves within 7 days after the Employer provides the Union with its position, the dispute shall be presented to the Arbitrator in person or by telephone, within 5 days. The Arbitrator shall decide the issue no later than 3 business days from the date the dispute was presented to the Arbitrator. The Arbitrator shall decide all unit and voter eligibility issues in accordance with the rules and practices of the NLRA.
5. Neither party shall resort to the NLRB, court or other forum for review of the issues covered by the Arbitrator's award. The fees and expenses for the conduct of the card count or any other proceedings before the Arbitrator shall be shared equally and paid for jointly by the parties (exclusive of each party's attorneys' fees).

6. The Employer will not file any charges with the NLRB or any other administrative agency nor will it commence any other action in law or equity in connection with any alleged violation of this Agreement. Arbitration shall be the exclusive remedy for enforcement of this Agreement.

7. The Employer shall not withdraw recognition from the Union unless the Union is decertified by the National Labor Relations Board following an NLRB election.

F. Other Unions

The Employer agrees that if it enters into a labor management cooperation agreement or labor peace agreement with any other union during the duration of this Agreement that it will provide the Union with a copy of such agreement. To the extent such other agreement gives such other union any rights not contained in this Agreement, then upon written request from the Union requesting to be afforded such other rights, this Agreement shall be considered to be amended to include such additional rights as requested by the Union.
G. Upon recognition, the parties shall engage in good faith collective bargaining for an agreement which reflects prevailing industry terms. In return for such agreement, and interest arbitrations in the event of any dispute about initial terms and conditions, 1199 waives its right to strike. Moreover, the Union agrees that during the duration of this Agreement it and its members will not engage in any picketing, work stoppages, boycotts or other economic interference of the Employer’s business.

H. Duration

This Agreement shall be effective for a period of 24 months.

EMPLOYER

1199SEIU UNITED HEALTHCARE WORKERS EAST

By: ________________________________  By: ________________________________

Date: 5/29/15  Date: 5/29/15
Attachment G: Financial Statement

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.”
Question 87

Consultants and Advisors

1. Independent Contractor Consulting Agreement, dated May 12, 2015, by and between Far(m)ed New York, LLC and GMC & Associates, LLC (consulting agreement for advice and services to Far(m)ed New York, LLC in connection with preparation of application) ($225,000 to be paid to GMC & Associates, LLC for services rendered plus reimbursement for expenses incurred).

2. Subcontractor Agreement, dated May 2015, by and between GMC & Associates, LLC and PhytoSciences Consulting, LLC (Far(m)ed New York, LLC is a third-party beneficiary under this agreement; agreement contemplates consulting services to be provided by PhytoSciences Consulting, LLC in connection with design and operating procedures associated with extraction laboratory and processes for manufacturing cannabinoid specific byproducts) ($61,000 to be paid by Far(m)ed New York, LLC to PhytoSciences Consulting, LLC plus reimbursement for expenses incurred).

3. Consulting Fee Agreement, by and between Far(m)ed New York, LLC and Law Office of Jason Klein, PLLC (consulting agreement to provide services to Company in connection with preparation of application and other matters associated with application to be registered as Registered Organization) ($100,000 to be paid to Law Office of Jason Klein, PLLC for services rendered plus reimbursement for expenses incurred).

4. Agreement, by and between Far(m)ed New York, LLC and Gecko Designs, LLC (relating to services associated design of logo and website for Company) (total amount to be paid to Gecko Designs, LLC is $15,960 for services rendered).

5. Engagement Letter Agreement, by and between Far(m)ed New York, LLC and Phillips Lytle LLP (legal services) (billed in accordance with hourly rates).

6. Agreement by and between Far(m)ed New York, LLC and Pat Lynch Associates Inc. (government affairs and media relations).

7. Letter of Intent, dated June 3, 2015, by and between Far(m)ed New York, LLC and U.S. Security Associates, Inc. (relating to security services to be provided to Far(m)ed New York, LLC) (cost to be determined based on services to be provided).

8. Letter of Intent, dated May 29, 2015, by and between Far(m)ed New York, LLC and Sonitrol Security Systems of Buffalo, Inc. (relating to security services to be provided to Far(m)ed New York, LLC) (cost to be determined based on services to be provided).

9. Letter of Intent, dated May 29, 2015, by and between Far(m)ed New York, LLC and Brown Security Solutions, LLC (relating to security services to be provided to Far(m)ed New York, LLC) (cost to be determined based on services to be provided).

Material on this page contains information that, if disclosed, would constitute an unwarranted invasion of personal privacy and is exempt from disclosure under the Freedom of Information Law (FOIL) contained in Article 6 of the Public Officers Law.
10. Letter of Intent, dated May 29, 2015, by and between Far(m)ed New York, LLC and Peter M. Vito & Associates, Inc. (relating to security services to be provided to Far(m)ed New York, LLC) (cost to be determined based on services to be provided).

Lease Agreements

1. Lease Agreement, dated May 1, 2015, by and between Lawta Properties, LLC and Far(m)ed New York, LLC (relating to site of cultivation facility at 653 Lake Street, Wilson, New York) (Fixed Monthly Rent: $17,916).

2. Lease Agreement, dated as of June 1, 2015, by and between The Living Trust of Gerald and Carol Gradl and Far(m)ed New York, LLC (relating to site of dispensary facility at 6704 Transit Road, Cheektowaga, New York) (Fixed Annual Rent is as follows: Term Year 1: $36,000; Term Year 2: $36,724.73; Term Year 3: $37,454.40; Term Year 4: $38,203.00; Term Year 5: $38,967.06).

3. Lease Agreement, dated as of June 3, 2015, by and between 1435 Upper Front LLC and Far(m)ed New York, LLC (relating to site of dispensary facility at 1435 Upper Front Street, Binghamton, New York) (Fixed Annual Rent in Years 1, 2 and 3 of Term: $41,600; Fixed Annual Rent in Years 4 and 5 of Term: $44,200).

4. Lease Guaranty, dated as of June 3, 2015, executed by Ephraim Atwal in favor of 1435 Upper Front LLC.

5. Shopping Center Lease, dated as of June 2015, by and between Dicephalous Properties II Company, LLC and Far(m)ed New York, LLC (relating to site of dispensary facility at 330 Northern Lights Plaza, North Syracuse, New York) (Fixed Annual Rent During Years 1-5: $28,956.00; Fixed Annual Rent During Extension Term (Years 6-8: $32,004) (Years 7-13: $32,004).

6. Lease Agreement, dated June 3, 2015, by and between Frontier Center LLC and Far(m)ed New York, LLC (relating to site of dispensary facility at 2199 E. Henrietta Road, Henrietta, New York) (Fixed Annual Rent is as follows: Term Years 1-5: $57,336.00; Term Years 6-8: $63,069.60; Term Years 9-11: $69,376.56 and Term Years 12-14: $76,314.22).

Labor Agreements

1. Labor Management Agreement, dated May 29, 2015, by and between Far(m)ed New York, LLC and 1199SEIU United Healthworkers East.

2. Labor Peace Agreement, dated May 29, 2015, by and between Far(m)ed New York, LLC and United Food and Commercial Workers, District Union Local One.
Miscellaneous

1. Service Agreement, dated May 27, 2015, by and between Time Warner Cable Enterprises and Farm(ed) New York, LLC (relating to internet services at cultivation facility; $100 installation fee; monthly rate for internet service is $159.99).

2. Service Agreement, dated June 1, 2015, by and between Time Warner Cable Enterprises and Farm(ed) New York, LLC (relating to internet services at four dispensary sites; $100 installation fee at each site; monthly rate for internet service at three of the sites is $159.99; monthly rate for fourth site is $620.00).

Material on this page contains information that, if disclosed, would constitute an unwarranted invasion of personal privacy and is exempt from disclosure under the Freedom of Information Law (FOIL) contained in Article 6 of the Public Officers Law.
Attachment G: Financial Statement

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.”
Appendix B: Architectural Program

88. The applicant has completed “Appendix B – Architectural Program” and included the components set forth in 10 NYCRR § 1004.5(b)(11) and - (12).
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

<table>
<thead>
<tr>
<th>COMPANY INFORMATION</th>
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<tbody>
<tr>
<td>Business Name: FAR(M)ED NEW YORK, LLC</td>
</tr>
<tr>
<td>Facility Type: Manufacturing Facility ✔ Dispensing Facility ☐</td>
</tr>
<tr>
<td>Use and Occupancy Classification: Mixed Use F-1 &amp; B</td>
</tr>
<tr>
<td>Building Construction Type and Classification: IIA</td>
</tr>
<tr>
<td>Facility Address: 683 Lake Street, Wilson NY 14172</td>
</tr>
<tr>
<td>Primary Contact Telephone number: 716-847-7041</td>
</tr>
<tr>
<td>Primary Contact Fax number: 716-852-6100</td>
</tr>
</tbody>
</table>

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
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 |  ✔ | Fire Lane and/or Fire Apparatus Road |
| ✔  | Public Parking Spaces |  ✔ | Percentage of Green Space |
| ✔  | Staff Parking Spaces |  ✔ | Location of Emergency Power Systems |
| ✔  | Accessible Parking Spaces |  ✔ | Loading & Unloading |
| ✔  | Accessible Route(s) |  ✔ | Security Gates & Fences |

PART III – ENERGY SOURCES & ENGINEERING SYSTEMS:
Applicant shall provide the following minimum information to outline the specifications relating to the energy sources and engineering systems of each building included in the application.

| Energy Source: |
| ✔ Natural Gas |
| ✔ Solar |

| Engineering Systems: |
| ✔ Heating System: Type Boiler______, Size 125 HP Efficiency 80% Exist |

Ventilation Requirements

| Cooling System: Type ChillerDX______, Size 225 ton Efficiency 90% + |

Ventilation Requirements

| Ventilation & Humidification Systems: Type Exh. Fan______, Size 1.5 HP Efficiency 90% |

Ventilation Requirements 22" Duct plus Carbon Filter

| Electrical Distribution Available | See Below *** |
| ✔ Water Supply: Municipal Water Service 4" or Private Well Water |
| ✔ Sewage: Municipal Sewer System 6" or Private Septic System |
| ✔ Emergency Power System: Type Gas Gen______, Size 350kW Efficiency 90% |

*** 2,000 AMP transformer initially @ 4KV AC currently at the site and subsequently add an additional 2,000 AMP transformer @ 4KV AC
Appendix B – Architectural Program

<table>
<thead>
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<td>✔</td>
</tr>
</tbody>
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#### Select Project Type:
- [ ] New Building
- [ ] Repair
- [ ] Alteration Level 1
- [ ] Alteration Level 2
- [x] Alteration Level 3
- [ ] Change of Occupancy
- [ ] Addition
- [ ] Historic Building
- [x] Demolition
- [ ] Chapter 3. Prescriptive Compliance Method
- [ ] Chapter 13. Performance Compliance Method

#### Select Work Involved:
- [x] General Construction
- [ ] Structural
- [ ] Roofing
- [ ] Mechanical
- [ ] Asbestos Abatement/Environmental
- [ ] Plumbing
- [x] Electrical
- [ ] Fire Alarm
- [ ] Site Work
- [ ] Sprinkler
- [ ] Elevators
- [ ] Other: ___________________________

### CODE COMPLIANCE REVIEW
Applicant shall provide all applicable information in regards to the code topic and section listed below.

1. Code Compliance Review is based on the 2010 NY State Building Code for New Construction. If any other building code applies to the location or type of construction, provide applicable code and sections that most closely relates and references the code topic and information in the code sections listed below. Provide appropriate abbreviations for other applicable codes, such as: FC: Fire Code, PC: Plumbing Code, MC: Mechanical Code, FGC: Fuel Gas Code, ECC: Energy Conservation Code.
2. Provide the Required standard for each applicable code section. (i.e.: area, quantity, classification type, materials, hourly separation, etc.). If section does not apply, indicate one of the following with explanation: NA: Not Applicable, NR: Not Required, NP: Not Permitted
3. Provide your facilities “Actual” value for each required standard as per applicable code section.

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<tr>
<td>1</td>
<td>Use &amp; Occupancy Classification</td>
<td>302.1 - 312</td>
<td>508.3.2</td>
<td>Use &amp; occupancy of this facility. Identify all applicable materials, class and quantities regarding Table 307.1.</td>
<td>Mixed Use: F-1 &amp; B</td>
<td>Factory Moderate Hazard &amp; Business</td>
</tr>
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<tr>
<td>2</td>
<td>Combustible Storage</td>
<td>413</td>
<td>FC 315</td>
<td>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.</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>3</td>
<td>Hazardous Materials</td>
<td>414</td>
<td>307.1</td>
<td>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.</td>
<td>Not classified in Group H: Storage/use of materials for agricultural purposes on the premises</td>
<td>NA. Only NYS approved pesticides and fertilizers will be used for cultivation on site.</td>
</tr>
<tr>
<td>4</td>
<td>Hazardous Materials Control Areas</td>
<td>414.2</td>
<td>311.2 FC 2073</td>
<td>Provide additional information indicating number, size, materials stored, and quantity of each material.</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>5</td>
<td>Building Area &amp; Height</td>
<td>501-507</td>
<td>506.1 506.2 506.3</td>
<td>Provide the building area &amp; height Provide all calculations and cite applicable code sections for increased Building Area &amp; Heights allowed per building code(s).</td>
<td>Aa=84,250 SF/story</td>
<td>1st story = 77,080 SF 2nd story = 5,175 SF COMPLIES</td>
</tr>
<tr>
<td>6</td>
<td>Incidental Use Areas</td>
<td>508.2</td>
<td></td>
<td>Identify all Incidental Use Areas and required fire separation of occupancies on Building Plans.</td>
<td>Boiler, Storage, Waste= 1 hr or SprkIr</td>
<td>Sprinkler Provided</td>
</tr>
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<tr>
<td>7</td>
<td>Mixed Occupancies</td>
<td>508.3</td>
<td>508.3.3</td>
<td>Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).</td>
<td>Separated Occupancies. Between B and F-1 (w/ sprklr) = 1 hr</td>
<td>1 hr separation between F-1 and B provided</td>
</tr>
<tr>
<td>8</td>
<td>Nonseparated Uses</td>
<td>508.3.2</td>
<td></td>
<td>Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>9</td>
<td>Separated Uses (Ratio &lt; 1)</td>
<td>508.3.3</td>
<td></td>
<td>Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).</td>
<td>Separated Occupancies. Between B and F-1 (w/ sprklr) = 1 hr</td>
<td>1 hr separation between F-1 and B provided</td>
</tr>
<tr>
<td>10</td>
<td>Construction Classification</td>
<td>602</td>
<td></td>
<td>Provide Construction Classification per each building included in Application.</td>
<td>Type IIA. Non combustible materials.</td>
<td>Metal, CMU, GWB, Concrete</td>
</tr>
<tr>
<td>11</td>
<td>Fire Resistance Rating Reqmt for Building Elements</td>
<td>Table 601</td>
<td></td>
<td>Provide Fire Resistance Rating per each building element as per Table 601. Identify rating &amp; elements on Building Plans.</td>
<td>Type IIA = 1 fire resistance rating (except int non load bearing walls)</td>
<td>Type IIA = 1 hr bldg elements (except int non load bearing walls and ext walls all &gt; 30')</td>
</tr>
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<tr>
<td>12</td>
<td>Exterior Wall Fire-Resistance Rating</td>
<td>Table 602</td>
<td>Table 601</td>
<td>Identify required fire resistance rating of exterior walls on Building Plan(s).</td>
<td>Type II A, F-1, All: &gt;30’ = 0 hr; load bearing = 1 hr</td>
<td>Load bearing ext. walls = 1 hr rated</td>
</tr>
<tr>
<td>13</td>
<td>Exterior Fire Separation Distance</td>
<td>Table 602</td>
<td>Table 601</td>
<td>Identify required fire separation distance of exterior walls between Buildings on Plan.</td>
<td>F-1, 0 hour ext walls for &gt;30 feet</td>
<td>NA, F-1, 0 hr ext walls for &gt;30 ft. Closest bldg 34’ away.</td>
</tr>
<tr>
<td>14</td>
<td>Fire Walls</td>
<td>705</td>
<td></td>
<td>Provide code information and identify all applicable required Fire Wall(s) and fire resistance requirement on Building Plans.</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>15</td>
<td>Fire Barriers</td>
<td>706</td>
<td>1017, 1021 508, 1020</td>
<td>Provide code information and identify all applicable required Fire Barrier(s) and fire resistance requirement on Building Plans.</td>
<td>1 hr exit pass. 0 hr corridor F/B 1 hr between F-1 &amp; B</td>
<td>Occ. separation = 1 hr (F/B) Int. exit stair = 1 hr &lt; 4 stories</td>
</tr>
<tr>
<td>16</td>
<td>Shaft Enclosures</td>
<td>707</td>
<td></td>
<td>Provide code information and identify all applicable required Shaft Wall(s) and fire resistance requirement on Building Plans.</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>17</td>
<td>Fire Partitions</td>
<td>708</td>
<td>1017.1</td>
<td>Provide code information and identify all applicable required Fire Partition(s) and fire resistance requirement on Building Plans.</td>
<td>F: (sprklr) : 0 hr</td>
<td>NA</td>
</tr>
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<tr>
<td>18</td>
<td>Horizontal Assemblies</td>
<td>711</td>
<td></td>
<td>Provide code information and identify all applicable required Horizontal Assemblies and fire resistance requirement on Building Plans.</td>
<td>Floor assembly separates mixed use = 1 hr</td>
<td>2nd floor assembly = 1 hr</td>
</tr>
<tr>
<td>19</td>
<td>Fire Protection: Sprinkler System</td>
<td>903</td>
<td>903.2.3</td>
<td>Indicate Type of Sprinkler System: ✔ NFPA 13 ✔ NFPA 13 R ✔ NFPA 13D Provide code information of all applicable requirements for Automatic Sprinkler Systems with code section cited.</td>
<td>F-1 fire area exceeds 12,000 SF provide sprinkler</td>
<td>F-1 fire area = 73,938 SF. Provide.</td>
</tr>
<tr>
<td>20</td>
<td>Alt. Fire Extinguishing System</td>
<td>904</td>
<td></td>
<td>Provide code information of all applicable requirements for Alternative Automatic Fire-Extinguishing Systems with code section(s) cited.</td>
<td>NR</td>
<td>NR</td>
</tr>
<tr>
<td>21</td>
<td>Standpipe System</td>
<td>905</td>
<td></td>
<td>Provide code information of all applicable requirements for Standpipe Systems with code section(s) cited.</td>
<td>NR</td>
<td>NR</td>
</tr>
<tr>
<td>22</td>
<td>Fire Alarm &amp; Detection Systems</td>
<td>907</td>
<td></td>
<td>Provide code information of all applicable requirements for Fire Alarm System(s) with code section cited. Indicate Type of Fire Alarm System Addressable Hardwired (zoned)</td>
<td>F: provide if &gt; 100 occ</td>
<td>Design occ load = 275 provide</td>
</tr>
</tbody>
</table>

¹ Other Code as stated above.
² Required Code Value
³ Facility’s Actual Value
## Appendix B – Architectural Program

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<tr>
<td>23</td>
<td>Emergency Alarm System</td>
<td>908</td>
<td></td>
<td>Provide code information of all applicable requirements for Emergency Alarm Systems with code section cited.</td>
<td>NR</td>
<td>NR</td>
</tr>
<tr>
<td>24</td>
<td>Fire Department Connections</td>
<td>912</td>
<td></td>
<td>Identify Fire Department connections in accordance with NFPA applicable standard.</td>
<td>Existing bldg - 912.2.2 sign indicating location</td>
<td>Signage to be provided indicating requirements</td>
</tr>
<tr>
<td>25</td>
<td>Exits</td>
<td>1001.1 &amp;2</td>
<td></td>
<td>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.</td>
<td>See Door Schedule</td>
<td>See Door Schedule</td>
</tr>
<tr>
<td>26</td>
<td>Occupant Load</td>
<td>1004 &amp; Table 1004.1.1</td>
<td></td>
<td>Identify the use/name of each room, dimensions of each room, and Occupant Loads per each room on the Building Plans.</td>
<td>See Building Plan</td>
<td>See Building Plan</td>
</tr>
<tr>
<td>27</td>
<td>Egress Width</td>
<td>1005</td>
<td></td>
<td>Provide egress widths &amp; cite applicable code section(s) and requirement(s) on the Building Plans.</td>
<td>89 occ (2nd floor) x .2 = 18&quot; stair (44&quot; min) 275*.15=42&quot; (2) 44&quot; stair width 210&quot; egress width provided</td>
<td></td>
</tr>
<tr>
<td>28</td>
<td>Accessible Means of Egress</td>
<td>1007.1</td>
<td></td>
<td>Provide accessible means of egress as per Section 1007 &amp; cite applicable code section(s) and requirement(s) on the Building Plans.</td>
<td>2 accessible means of egress</td>
<td>1st floor all routes / exits accessible. 2nd floor infeasible.</td>
</tr>
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<tr>
<td>29</td>
<td>Doors, Gates, and Turnstiles</td>
<td>1008</td>
<td></td>
<td>Means of egress doors shall meet the requirements of this section.</td>
<td>Doors min 32&quot;, max 48&quot; leaf</td>
<td>All doors leafs 36&quot; wide</td>
</tr>
<tr>
<td>30</td>
<td>Interior Stairs</td>
<td>1009</td>
<td>1012</td>
<td>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.</td>
<td>Width min 44&quot; min hdrm 80&quot; riser max 7&quot; min 4&quot;. Tread width 11&quot; min; Inding 44 min. (cont.)</td>
<td>(cont.) metal stud &amp; GWB; handrail @ 34&quot;-38&quot;</td>
</tr>
<tr>
<td>31</td>
<td>Ramps</td>
<td>1010.1</td>
<td>1012</td>
<td>Identify the following information of each ramp, on the Building Plan(s): width; total vertical rise; length of ramp; and handrail height.</td>
<td>Egress - max 8% slope; landing width of ramp.</td>
<td>Existing ramp 8% slope 8'-0&quot; wide (ramp &amp; landings) handrails @ 34&quot;-38&quot;</td>
</tr>
<tr>
<td>32</td>
<td>Common Path of Travel</td>
<td>1014.3</td>
<td></td>
<td>Identify on the Building Plan(s): the length of the &quot;Common Path of Travel&quot; per each room as per applicable building code requirements.</td>
<td>F/B: max 75'</td>
<td>F/B: max 73'</td>
</tr>
<tr>
<td>33</td>
<td>Exit Doorway Arrangement</td>
<td>1015</td>
<td></td>
<td>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.</td>
<td>F/B: 2 exits if occ load &gt; 49 occ load 1-500 = 2 exits</td>
<td>2nd fl occ load: 89 = provide 2 exits. Total occ load: 364. 2 exits provided.</td>
</tr>
<tr>
<td>34</td>
<td>Corridor Fire Rating</td>
<td>1017.1</td>
<td></td>
<td>Identify, on the Building Plan(s): all corridors with required fire resistance and the applicable fire rating.</td>
<td>Sprinkler, B/F occ = 0 hr corridors</td>
<td>NA</td>
</tr>
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<td>35</td>
<td>Corridor Width</td>
<td>1017.2</td>
<td></td>
<td>Identify on the Building Plan(s): the width of all corridors. Provide applicable code section(s) and requirement(s).</td>
<td>Min 44” required</td>
<td>Min 96” provided</td>
</tr>
<tr>
<td>36</td>
<td>Dead End Corridor</td>
<td>1017.3</td>
<td></td>
<td>Corridors shall not exceed the maximum dead end corridor length as per applicable code.</td>
<td>Max 20’ long</td>
<td>Max 7”-6” long</td>
</tr>
<tr>
<td>37</td>
<td>Number of Exits and Continuity</td>
<td>1019</td>
<td></td>
<td>Identify on the Building Plan(s): required number of exits, continuity and arrangement as per the applicable code requirements.</td>
<td>1-500 occ load = min 2 exit/story</td>
<td>1st = 5 exits provided 2nd = 2 exits provided</td>
</tr>
<tr>
<td>38</td>
<td>Vertical Exit Enclosures</td>
<td>1020</td>
<td></td>
<td>Identify on the Building Plan(s): all applicable code requirements for each Vertical Exit Enclosure.</td>
<td>1 hr stair enclosure when &lt; 4 stories</td>
<td>2 stories = 1 hr stair enclosure</td>
</tr>
<tr>
<td>39</td>
<td>Exit Passageways</td>
<td>1021</td>
<td></td>
<td>Identify on the Building Plan(s): all applicable code requirements for each Exit Passageway.</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>40</td>
<td>Horizontal Exits</td>
<td>1022</td>
<td></td>
<td>Identify on the Building Plan(s): all applicable code requirements for each Horizontal Exit.</td>
<td>NA</td>
<td>NA</td>
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<td>41</td>
<td>Exterior Exit Ramps &amp; Stairways</td>
<td>1023</td>
<td></td>
<td>Identify on the Building Plan(s): all applicable code requirements for each exterior exit ramps and stairways.</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>42</td>
<td>Exit Discharge</td>
<td>1024</td>
<td></td>
<td>Identify on the Building Plan(s): all applicable code requirements for each Exit Discharge.</td>
<td>Same capacity as required exits</td>
<td>210&quot; exit discharge provided at grade.</td>
</tr>
<tr>
<td>43</td>
<td>Accessibility</td>
<td>1101.1 - 1110 &amp; ICC/A117. 1(03)</td>
<td></td>
<td>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.</td>
<td>See Building Plan</td>
<td>See Building Plan</td>
</tr>
<tr>
<td>44</td>
<td>Energy Conservation</td>
<td>2010 NYS ECC &amp; IECC 2012</td>
<td></td>
<td>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).</td>
<td>Zone 5: Ceiling R38 Roof R38 attic, Wall R13+R7.5ci</td>
<td>Same and &lt;1% fenestration w/ U value= 0.45</td>
</tr>
<tr>
<td>45</td>
<td>Emergency &amp; Standby Power</td>
<td>2702.1</td>
<td></td>
<td>Identify emergency &amp; Standby Power locations and specifications of the system to be provided.</td>
<td>Emergency power generator UL 2200 Listed</td>
<td>Emergency Gas Generator (UL 2200)</td>
</tr>
<tr>
<td>46</td>
<td>Smoke Control Systems</td>
<td>2702.2.2</td>
<td></td>
<td>Identify the Standby power for smoke control systems in accordance with Section 909.11 of NYS Building Code.</td>
<td>NR</td>
<td>NR</td>
</tr>
</tbody>
</table>
### Appendix B – Architectural Program

<table>
<thead>
<tr>
<th>No.</th>
<th>Topic</th>
<th>NYS Building Code Section</th>
<th>Other Code¹ (as Stated Above) &amp; Section</th>
<th>Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)</th>
<th>Required Code Value² /Allowed Code Value</th>
<th>Facility’s Actual Value³</th>
</tr>
</thead>
<tbody>
<tr>
<td>47</td>
<td>Plumbing Fixture Count</td>
<td>2902.1</td>
<td></td>
<td>Identify on the Building Plan(s): the minimum plumbing facilities as per applicable plumbing code(s).</td>
<td>See Building Plan</td>
<td>See Building Plan</td>
</tr>
<tr>
<td>48</td>
<td>Available Street Water Pressure</td>
<td></td>
<td></td>
<td>Provide the available street or well water pressure.</td>
<td>65 psi</td>
<td></td>
</tr>
<tr>
<td>49</td>
<td>Fire Apparatus Access Road</td>
<td>FC503.1</td>
<td>FC 503.6</td>
<td>Identify on the Site Plan: Fire Apparatus Road, Fire Lane and other Fire Service requirements per applicable Building and Fire Codes.</td>
<td>w/in 150’ of bldg 20’ wide</td>
<td>Provided See Site Plan</td>
</tr>
</tbody>
</table>
Appendix B: Architectural Program

For detailed information on the Security Plan indicating how the applicant will comply with the requirements of article 33 of the Public Health Law, the regulations and any other applicable law or rule, as required by 10 NYCRR § 1004.5(b)(11)(iv), please see ATTACHMENT H ("Security Plan") of this application.
<table>
<thead>
<tr>
<th>D</th>
<th>Task Name</th>
<th>Duration</th>
<th>Start</th>
<th>Finish</th>
<th>Predecessors</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Project Approval</td>
<td>1 day</td>
<td>Wed 7/1/15</td>
<td>Wed 7/1/15</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Town Board Approval</td>
<td>12 days</td>
<td>Thu 7/2/15</td>
<td>Mon 7/20/15</td>
<td>1</td>
</tr>
<tr>
<td>3</td>
<td>Planning Board Approval</td>
<td>12 days</td>
<td>Thu 7/2/15</td>
<td>Mon 7/20/15</td>
<td>1</td>
</tr>
<tr>
<td>4</td>
<td>Zoning Board of Appeals Approval</td>
<td>0 days</td>
<td>Thu 7/2/15</td>
<td>Thu 7/2/15</td>
<td>1</td>
</tr>
<tr>
<td>5</td>
<td>Preparation of Construction Documents</td>
<td>12 days</td>
<td>Thu 7/2/15</td>
<td>Mon 7/20/15</td>
<td>1</td>
</tr>
<tr>
<td>6</td>
<td>Building Permit</td>
<td>12 days</td>
<td>Thu 7/2/15</td>
<td>Mon 7/20/15</td>
<td>1</td>
</tr>
<tr>
<td>7</td>
<td>Bidding Phase</td>
<td>5 days</td>
<td>Tue 7/14/15</td>
<td>Mon 7/20/15</td>
<td>1</td>
</tr>
<tr>
<td>8</td>
<td>Contract Award Phase Per Each Contractor</td>
<td>53 days</td>
<td>Tue 7/21/15</td>
<td>Fri 10/2/15</td>
<td>7</td>
</tr>
<tr>
<td>9</td>
<td>GC</td>
<td>53 days</td>
<td>Tue 7/21/15</td>
<td>Fri 10/2/15</td>
<td>7</td>
</tr>
<tr>
<td>10</td>
<td>Civil/Site</td>
<td>53 days</td>
<td>Tue 7/21/15</td>
<td>Fri 10/2/15</td>
<td>7</td>
</tr>
<tr>
<td>11</td>
<td>Mechanical</td>
<td>53 days</td>
<td>Tue 7/21/15</td>
<td>Fri 10/2/15</td>
<td>7</td>
</tr>
<tr>
<td>12</td>
<td>Electrical</td>
<td>53 days</td>
<td>Tue 7/21/15</td>
<td>Fri 10/2/15</td>
<td>7</td>
</tr>
<tr>
<td>13</td>
<td>Security</td>
<td>53 days</td>
<td>Tue 7/21/15</td>
<td>Fri 10/2/15</td>
<td>7</td>
</tr>
<tr>
<td>14</td>
<td>Plumbing</td>
<td>53 days</td>
<td>Tue 7/21/15</td>
<td>Fri 10/2/15</td>
<td>7</td>
</tr>
<tr>
<td>15</td>
<td>Fire Protection</td>
<td>53 days</td>
<td>Tue 7/21/15</td>
<td>Fri 10/2/15</td>
<td>7</td>
</tr>
<tr>
<td>16</td>
<td>Alternative Energy</td>
<td>53 days</td>
<td>Tue 7/21/15</td>
<td>Fri 10/2/15</td>
<td>7</td>
</tr>
<tr>
<td>17</td>
<td>Construction Phase</td>
<td>53 days</td>
<td>Tue 7/21/15</td>
<td>Fri 10/2/15</td>
<td>7</td>
</tr>
</tbody>
</table>
DRAWING TITLES:

[Text content of the drawing titles]

[Image of a building and parking lot]

[Logo of FarmMed]

[Text: FarmMed]

[Text: Cloning Center]

[Text: Lake Ree, W L On, NY]
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

<table>
<thead>
<tr>
<th>COMPANY INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Name:</td>
</tr>
<tr>
<td>Facility Type:</td>
</tr>
<tr>
<td>Use and Occupancy Classification:</td>
</tr>
<tr>
<td>Building Construction Type and Classification:</td>
</tr>
<tr>
<td>Facility Address:</td>
</tr>
<tr>
<td>Primary Contact Telephone number:</td>
</tr>
<tr>
<td>Primary Contact Fax number:</td>
</tr>
</tbody>
</table>

**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
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

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 RTU _____, Size 2.5 ton ____ Efficiency 90% ____,
  Ventilation Requirements 14”/16” diameter duct
- Cooling System: Type RTU _____, Size 3.5 ton ____ Efficiency 90% ____,
  Ventilation Requirements 14”/16” diameter duct
- Ventilation & Humidification Systems:
  Type __________, Size ____________ , Efficiency ____________.
  Ventilation Requirements ________________________________
- Electrical Distribution Available 208VAC 3P
- Water Supply: Municipal Water Service 2” or Private Well Water ____________
- Sewage: Municipal Sewer System 4” or Private Septic System ____________
- Emergency Power System:
  Type ____________, Size ____________ Efficiency ____________.
## PART IV – BUILDING CODE COMPLIANCE: (pages 3-13)

CHECK ALL APPLICABLE CODES FOR THE FACILITY

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>✔</td>
<td>2010 BUILDING CODE OF NYS</td>
</tr>
<tr>
<td>✔</td>
<td>2010 FIRE CODE OF NYS</td>
</tr>
<tr>
<td>✔</td>
<td>2010 PLUMBING CODE OF NYS</td>
</tr>
<tr>
<td>✔</td>
<td>2010 MECHANICAL CODE OF NYS</td>
</tr>
<tr>
<td>✔</td>
<td>2010 FUEL GAS CODE OF NYS</td>
</tr>
<tr>
<td>✔</td>
<td>2010 PROPERTY MAINTENANCE CODE OF NYS</td>
</tr>
<tr>
<td>✔</td>
<td>2010 ENERGY CONSERVATION CONSTRUCTION CODE OF NYS</td>
</tr>
<tr>
<td>✔</td>
<td>2012 IECC COMMERCIAL PROVISIONS</td>
</tr>
<tr>
<td>✔</td>
<td>2010 EXISTING BUILDING CODE OF NYS</td>
</tr>
<tr>
<td>✔</td>
<td>NEC NATIONAL ELECTRIC CODE, (Specify Applicable Version)</td>
</tr>
<tr>
<td>✔</td>
<td>2014 NY CITY CONSTRUCTION CODE</td>
</tr>
<tr>
<td>✔</td>
<td>2008 NY CITY CONSTRUCTION CODE</td>
</tr>
<tr>
<td>✔</td>
<td>1968 NY CITY CONSTRUCTION CODE</td>
</tr>
<tr>
<td>✔</td>
<td>NFPA 101-06 LIFE SAFETY CODE</td>
</tr>
<tr>
<td>✔</td>
<td>ICC/ANSI A117.1-03 ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES</td>
</tr>
<tr>
<td></td>
<td>OTHER</td>
</tr>
</tbody>
</table>
Appendix B – Architectural Program

Select Project Type:
- [ ] New Building
- [ ] Repair
- [ ] Alteration Level 1
- [x] Alteration Level 2
- [ ] Change of Occupancy
- [ ] Addition
- [ ] Historic Building
- [x] Demolition
- [ ] Chapter 3. Prescriptive Compliance Method
- [ ] Chapter 13. Performance Compliance Method

Select Work Involved:
- [ ] General Construction
- [ ] Roofing
- [ ] Asbestos Abatement/Environmental
- [ ] Fire Alarm
- [ ] Structural
- [ ] Mechanical
- [ ] Plumbing
- [ ] Electrical
- [ ] Site Work
- [ ] Sprinkler
- [ ] Elevators
- [ ] Other: __________________________

CODE COMPLIANCE REVIEW
Applicant shall provide all applicable information in regards to the code topic and section listed below.

1. Code Compliance Review is based on the 2010 NY State Building Code for New Construction. If any other building code applies to the location or type of construction, provide applicable code and sections that most closely relates and references the code topic and information in the code sections listed below. Provide appropriate abbreviations for other applicable codes, such as: FC: Fire Code, PC: Plumbing Code, MC: Mechanical Code, FGC: Fuel Gas Code, ECC: Energy Conservation Code.

2. Provide the Required standard for each applicable code section. (i.e.: area, quantity, classification type, materials, hourly separation, etc.). If section does not apply, indicate one of the following with explanation: NA: Not Applicable, NR: Not Required, NP: Not Permitted

3. Provide your facilities “Actual” value for each required standard as per applicable code section.

<table>
<thead>
<tr>
<th>No.</th>
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<th>Required Code Value² /Allowed Code Value</th>
<th>Facility’s Actual Value³</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Use &amp; Occupancy Classification</td>
<td>302.1 - 312</td>
<td>508.3.2</td>
<td>Use &amp; occupancy of this facility. Identify all applicable materials, class and quantities regarding Table 307.1.</td>
<td>Mixed Use: Mercantile &amp; Business</td>
<td>Mercantile &amp; Business</td>
</tr>
</tbody>
</table>

¹ Use & Occupancy Classification

² Mixed Use: Mercantile & Business

³ Mercantile & Business
## Appendix B – Architectural Program

<table>
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<tr>
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<th>Facility’s Actual Value³</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Combustible Storage</td>
<td>413</td>
<td>FC 315</td>
<td>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.</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>3</td>
<td>Hazardous Materials</td>
<td>414</td>
<td></td>
<td>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.</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>4</td>
<td>Hazardous Materials</td>
<td>414.2</td>
<td>311.2 FC 2073</td>
<td>Provide additional information indicating number, size, materials stored, and quantity of each material.</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>5</td>
<td>Building Area &amp; Height</td>
<td>501-507</td>
<td></td>
<td>Provide the building area &amp; height. Provide all calculations and cite applicable code sections for increased Building Area &amp; Heights allowed per building code(s).</td>
<td>M: 4 stories, 12,500 SF</td>
<td>M: 1 story, 1,630 SF entire building</td>
</tr>
<tr>
<td>6</td>
<td>Incidental Use Areas</td>
<td>508.2</td>
<td></td>
<td>Identify all Incidental Use Areas and required fire separation of occupancies on Building Plans.</td>
<td>Storage over 100 SF provide 1 hour separation</td>
<td>1 hour rated fire barrier/door</td>
</tr>
</tbody>
</table>
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<th>Facility’s Actual Value³</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td>Mixed Occupancies</td>
<td>508.3</td>
<td>Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).</td>
<td>Separated spaces. See Building Plans.</td>
<td>Separated spaces See Building Plans</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Nonseparated Uses</td>
<td>508.3.2</td>
<td>Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).</td>
<td>NA</td>
<td>Separated uses per 508.3.3</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Separated Uses (Ratio &lt; 1)</td>
<td>508.3.3</td>
<td>Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).</td>
<td>Separated per 508.3.3 See Building Plan</td>
<td>Separated per 508.3.3 Separated per 508.3.3</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Construction Classification</td>
<td>602</td>
<td>Provide Construction Classification per each building included in Application.</td>
<td>Type IIIB - Combustible and Non-combustible materials CMU/metal stud/GWB walls, wood roof, &amp; conc. floors</td>
<td>Type IIIB - Combustible and Non-combustible materials</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Fire Resistance Rating Regm’t for Building Elements</td>
<td>Table 601</td>
<td>Table 602</td>
<td>Provide Fire Resistance Rating per each building element as per Table 601. Identify rating &amp; elements on Building Plans.</td>
<td>Type IIIB = 2 fire resistance Type IIIB = 2 fire resistance rating X&gt;30’ Load bearing ext. walls</td>
<td>Type IIIB = 2 fire resistance rating X&gt;30’ Load bearing ext. walls</td>
</tr>
</tbody>
</table>
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<th>Facility’s Actual Value³</th>
</tr>
</thead>
<tbody>
<tr>
<td>12</td>
<td>Exterior Wall Fire-Resistance Rating</td>
<td>Table 602</td>
<td>Identify required fire resistance rating of exterior walls on Building Plan(s).</td>
<td>All: = 0 fire resistance rating X&gt;30'</td>
<td>All: = 0 fire resistance rating X&gt;30'</td>
<td>All: = 0 fire resistance rating X&gt;30'</td>
</tr>
<tr>
<td>13</td>
<td>Exterior Fire Separation Distance</td>
<td>Table 602</td>
<td>Identify required fire separation distance of exterior walls between Buildings on Plan.</td>
<td>All: X&gt;30'</td>
<td>All: X&gt;30'</td>
<td>All: X&gt;30'</td>
</tr>
<tr>
<td>14</td>
<td>Fire Walls</td>
<td>705</td>
<td>Provide code information and identify all applicable required Fire Wall(s) and fire resistance requirement on Building Plans.</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>15</td>
<td>Fire Barriers</td>
<td>706</td>
<td>508.2.2</td>
<td>Provide code information and identify all applicable required Fire Barrier(s) and fire resistance requirement on Building Plans.</td>
<td>Incidental storage: 1 hr</td>
<td>Incidental storage: 1 hr</td>
</tr>
<tr>
<td>16</td>
<td>Shaft Enclosures</td>
<td>707</td>
<td>Provide code information and identify all applicable required Shaft Wall(s) and fire resistance requirement on Building Plans.</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>17</td>
<td>Fire Partitions</td>
<td>708</td>
<td>Provide code information and identify all applicable required Fire Partition(s) and fire resistance requirement on Building Plans.</td>
<td>M corridor &gt;30 occ, No Sprkl</td>
<td>M corridor: 1 hr</td>
<td>M corridor: 1 hr</td>
</tr>
</tbody>
</table>

¹ Other Code refers to any additional codes mentioned above.

² Required Code Value refers to the mandatory code values.

³ Facility’s Actual Value refers to the actual values used in the facility.
## Appendix B – Architectural Program

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</thead>
<tbody>
<tr>
<td>18</td>
<td>Horizontal Assemblies</td>
<td>711</td>
<td></td>
<td>Provide code information and identify all applicable required Horizontal Assemblies and fire resistance requirement on Building Plans.</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>19</td>
<td>Fire Protection: Sprinkler System</td>
<td>903</td>
<td></td>
<td>Indicate Type of Sprinkler System: ☐ NFPA 13 ☐ NFPA 13 R ☐ NFPA 13D Provide code information of all applicable requirements for Automatic Sprinkler Systems with code section cited.</td>
<td>M: fire area exceeds 12K SF or located &gt; 3 stories above grade or all fire areas exceed 24K SF</td>
<td>NR</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>M: 1,630 SF work area/all fire areas 1 story.</td>
</tr>
<tr>
<td>20</td>
<td>Alt. Fire Extinguishing System</td>
<td>904</td>
<td></td>
<td>Provide code information of all applicable requirements for Alternative Automatic Fire-Extinguishing Systems with code section(s) cited.</td>
<td>NR</td>
<td>NR</td>
</tr>
<tr>
<td>21</td>
<td>Standpipe System</td>
<td>905</td>
<td></td>
<td>Provide code information of all applicable requirements for Standpipe Systems with code section(s) cited.</td>
<td>NR</td>
<td>NR</td>
</tr>
<tr>
<td>22</td>
<td>Fire Alarm &amp; Detection Systems</td>
<td>907</td>
<td></td>
<td>Provide code information of all applicable requirements for Fire Alarm System(s) with code section cited. Indicate Type of Fire Alarm System ☐ Addressable ☐ Hardwired (zoned)</td>
<td>NR</td>
<td>NR</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>M: occ load &gt;= 500 or 100 persons above/ below discharge level.</td>
</tr>
</tbody>
</table>
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<th>Facility’s Actual Value³</th>
</tr>
</thead>
<tbody>
<tr>
<td>23</td>
<td>Emergency Alarm System</td>
<td>908</td>
<td></td>
<td>Provide code information of all applicable requirements for Emergency Alarm Systems with code section cited.</td>
<td>NR</td>
<td>NR</td>
</tr>
<tr>
<td>24</td>
<td>Fire Department Connections</td>
<td>912</td>
<td></td>
<td>Identify Fire Department connections in accordance with NFPA applicable standard.</td>
<td>Existing building- 912.2.2 sign indicating location</td>
<td>Signage to be provided indicating requirements</td>
</tr>
<tr>
<td>25</td>
<td>Exits</td>
<td>1001.1 &amp;2</td>
<td></td>
<td>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.</td>
<td>See Door Schedule</td>
<td>See Door Schedule</td>
</tr>
<tr>
<td>26</td>
<td>Occupant Load</td>
<td>1004 &amp; Table 1004.1.1</td>
<td></td>
<td>Identify the use/name of each room, dimensions of each room, and Occupant Loads per each room on the Building Plans.</td>
<td>See Building Plan</td>
<td>See Building Plan</td>
</tr>
<tr>
<td>27</td>
<td>Egress Width</td>
<td>1005</td>
<td></td>
<td>Provide egress widths &amp; cite applicable code section(s) and requirement(s) on the Building Plans.</td>
<td>No spnklr, M width=0.2in/occ Design occ load = 38</td>
<td>72” Egress Width Provided</td>
</tr>
<tr>
<td>28</td>
<td>Accessible Means of Egress</td>
<td>1007.1</td>
<td></td>
<td>Provide accessible means of egress as per Section 1007 &amp; cite applicable code section(s) and requirement(s) on the Building Plans.</td>
<td>Provide 1 accessible means of egress</td>
<td>All routes/exits are accessible</td>
</tr>
</tbody>
</table>
## Appendix B – Architectural Program

<table>
<thead>
<tr>
<th>No.</th>
<th>Topic</th>
<th>NYS Building Code Section</th>
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</tr>
</thead>
<tbody>
<tr>
<td>29</td>
<td>Doors, Gates, and Turnstiles</td>
<td>1008</td>
<td></td>
<td>Means of egress doors shall meet the requirements of this section.</td>
<td>Doors min 32”. Max 48” leaf</td>
<td>All door leaves 36” wide</td>
</tr>
<tr>
<td>30</td>
<td>Interior Stairs</td>
<td>1009</td>
<td></td>
<td>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.</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>31</td>
<td>Ramps</td>
<td>1010.1</td>
<td></td>
<td>Identify the following information of each ramp, on the Building Plan(s): width; total vertical rise; length of ramp; and handrail height.</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>32</td>
<td>Common Path of Travel</td>
<td>1014.3</td>
<td></td>
<td>Identify on the Building Plan(s): the length of the “Common Path of Travel” per each room as per applicable building code requirements.</td>
<td>M/B: Max 75'</td>
<td>M/B: Max 12'</td>
</tr>
<tr>
<td>33</td>
<td>Exit Doorway Arrangement</td>
<td>1015</td>
<td></td>
<td>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.</td>
<td>M&amp;B: 2 exits req if occ load &gt;49.</td>
<td>M&amp;B: design occ load 38. 2 exits provided anyway</td>
</tr>
<tr>
<td>34</td>
<td>Corridor Fire Rating</td>
<td>1017.1</td>
<td></td>
<td>Identify, on the Building Plan(s): all corridors with required fire resistance and the applicable fire rating.</td>
<td>See Building Plan</td>
<td>See Building Plan</td>
</tr>
</tbody>
</table>
## Appendix B – Architectural Program

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</thead>
<tbody>
<tr>
<td>35</td>
<td>Corridor Width</td>
<td>1017.2</td>
<td></td>
<td>Identify on the Building Plan(s): the width of all corridors. Provide applicable code section(s) and requirement(s).</td>
<td>Min 44” required</td>
<td>Min 60” provided</td>
</tr>
<tr>
<td>36</td>
<td>Dead End Corridor</td>
<td>1017.3</td>
<td></td>
<td>Corridors shall not exceed the maximum dead end corridor length as per applicable code.</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>37</td>
<td>Number of Exits and Continuity</td>
<td>1019</td>
<td></td>
<td>Identify on the Building Plan(s): required number of exits, continuity and arrangement as per the applicable code requirements.</td>
<td>1-500 occ/story = min 2 exits/story</td>
<td>Design occ load = 38 2 exits provided</td>
</tr>
<tr>
<td>38</td>
<td>Vertical Exit Enclosures</td>
<td>1020</td>
<td></td>
<td>Identify on the Building Plan(s): all applicable code requirements for each Vertical Exit Enclosure.</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>39</td>
<td>Exit Passageways</td>
<td>1021</td>
<td></td>
<td>Identify on the Building Plan(s): all applicable code requirements for each Exit Passageway.</td>
<td>Min 44” wide, 1 hr rated walls and 20 doors</td>
<td>Min 60” wide, 1 hr rated walls and 20 min doors.</td>
</tr>
<tr>
<td>40</td>
<td>Horizontal Exits</td>
<td>1022</td>
<td></td>
<td>Identify on the Building Plan(s): all applicable code requirements for each Horizontal Exit.</td>
<td>NA</td>
<td>NA</td>
</tr>
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## Appendix B – Architectural Program

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<th>Facility’s Actual Value³</th>
</tr>
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<tbody>
<tr>
<td>41</td>
<td>Exterior Exit Ramps &amp; Stairways</td>
<td>1023</td>
<td></td>
<td>Identify on the Building Plan(s): all applicable code requirements for each exterior exit ramps and stairways.</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>42</td>
<td>Exit Discharge</td>
<td>1024</td>
<td></td>
<td>Identify on the Building Plan(s): all applicable code requirements for each Exit Discharge.</td>
<td>Same capacity as required exits</td>
<td>72&quot; exit discharge provided at grade</td>
</tr>
<tr>
<td>43</td>
<td>Accessibility</td>
<td>1101.1 - 1110 &amp; ICC/A117. 1(03)</td>
<td></td>
<td>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.</td>
<td>See Building Plan</td>
<td>See building Plan</td>
</tr>
<tr>
<td>44</td>
<td>Energy Conservation</td>
<td>2010 NYS ECCC &amp; IECC 2012</td>
<td></td>
<td>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).</td>
<td>Zone 5: Ceiling R38 Roof R38 attic, Wall R13+R7.5ci</td>
<td>Same and 7% storefront fenestration w/ U value= 0.45</td>
</tr>
<tr>
<td>45</td>
<td>Emergency &amp; Standby Power</td>
<td>2702.1</td>
<td></td>
<td>Identify emergency &amp; Standby Power locations and specifications of the system to be provided.</td>
<td>Emergency power to exit signs &amp; egress lights</td>
<td>wall pack lights and Storage Batteries for exit signs</td>
</tr>
<tr>
<td>46</td>
<td>Smoke Control Systems</td>
<td>2702.2.2</td>
<td></td>
<td>Identify the Standby power for smoke control systems in accordance with Section 909.11 of NYS Building Code.</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>No.</td>
<td>Topic</td>
<td>NYS Building Code Section</td>
<td>Other Code¹ (as Stated Above) &amp; Section</td>
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<td>Facility's Actual Value³</td>
</tr>
<tr>
<td>-----</td>
<td>--------------------------------------</td>
<td>---------------------------</td>
<td>-----------------------------------------</td>
<td>--------------------------------------------------------------------------------------------------</td>
<td>------------------------------------------</td>
<td>--------------------------</td>
</tr>
<tr>
<td>47</td>
<td>Plumbing Fixture Count</td>
<td>2902.1</td>
<td></td>
<td>Identify on the Building Plan(s): the minimum plumbing facilities as per applicable plumbing code(s).</td>
<td>See Building Plan</td>
<td>See Building Plan</td>
</tr>
<tr>
<td>48</td>
<td>Available Street Water Pressure</td>
<td></td>
<td></td>
<td>Provide the available street or well water pressure.</td>
<td></td>
<td>50 psi</td>
</tr>
<tr>
<td>49</td>
<td>Fire Apparatus Access Road</td>
<td>FC503.1</td>
<td></td>
<td>Identify on the Site Plan: Fire Apparatus Road, Fire Lane and other Fire Service requirements per applicable Building and Fire Codes.</td>
<td>w/in 150' of building, 20' wide</td>
<td>Provided See Site Plan</td>
</tr>
</tbody>
</table>
Project: Clarence Dispensary 2
Date: Fri 3/29/15

Notes: We have reviewed the proposed site's zoning requirements and at this point do not anticipate any need for zoning changes.

Page 1
Warning: It is a violation of Section 7209, Subdivision 2 of the New York State Education Law for any person unless acting under the direction of a Licensed Architect or Professional Engineer to alter in any way plans, specifications, or reports to which the seal of a Licensed Architect or Professional Engineer has been applied.
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

<table>
<thead>
<tr>
<th>COMPANY INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Name:</td>
</tr>
<tr>
<td>Facility Type:</td>
</tr>
<tr>
<td>Use and Occupancy Classification:</td>
</tr>
<tr>
<td>Building Construction Type and Classification:</td>
</tr>
<tr>
<td>Facility Address:</td>
</tr>
<tr>
<td>Primary Contact Telephone number:</td>
</tr>
<tr>
<td>Primary Contact Fax number:</td>
</tr>
</tbody>
</table>

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
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.

<table>
<thead>
<tr>
<th>Entrance and Exits</th>
<th>Fire Lane and/or Fire Apparatus Road</th>
</tr>
</thead>
<tbody>
<tr>
<td>☑</td>
<td>☑</td>
</tr>
<tr>
<td>Public Parking Spaces</td>
<td>Percentage of Green Space</td>
</tr>
<tr>
<td>☑</td>
<td>☐</td>
</tr>
<tr>
<td>Staff Parking Spaces</td>
<td>Location of Emergency Power Systems</td>
</tr>
<tr>
<td>☑</td>
<td>☑</td>
</tr>
<tr>
<td>Accessible Parking Spaces</td>
<td>Loading &amp; Unloading</td>
</tr>
<tr>
<td>☑</td>
<td>☑</td>
</tr>
<tr>
<td>Accessible Route(s)</td>
<td></td>
</tr>
<tr>
<td>☑</td>
<td>☑</td>
</tr>
</tbody>
</table>

**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.

<table>
<thead>
<tr>
<th>Energy Source:</th>
</tr>
</thead>
<tbody>
<tr>
<td>☑ Natural Gas</td>
</tr>
<tr>
<td>☐ Oil</td>
</tr>
<tr>
<td>☑ Solar</td>
</tr>
<tr>
<td>☑ Electric</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Engineering Systems:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
<tr>
<td>☑ Heating System:</td>
</tr>
<tr>
<td>RTU __________, Size 5 ton ______ Efficiency 90% ______.</td>
</tr>
<tr>
<td>Ventilation Requirements: 18&quot;/20&quot; diameter duct.</td>
</tr>
<tr>
<td>☑ Cooling System:</td>
</tr>
<tr>
<td>RTU __________, Size 7 ton ______ Efficiency 90% ______.</td>
</tr>
<tr>
<td>Ventilation Requirements: 18&quot;/20&quot; diameter duct.</td>
</tr>
<tr>
<td>☐ Ventilation &amp; Humidification Systems:</td>
</tr>
<tr>
<td>Type __________, Size __________, Efficiency __________.</td>
</tr>
<tr>
<td>Ventilation Requirements: ____________________________</td>
</tr>
<tr>
<td>☑ Electrical Distribution Available: 208VAC 3P</td>
</tr>
<tr>
<td>☑ Water Supply: Municipal Water Service _______ or Private Well Water _______</td>
</tr>
<tr>
<td>☑ Sewage: Municipal Sewer System _______ or Private Septic System _______</td>
</tr>
<tr>
<td>☐ Emergency Power System:</td>
</tr>
<tr>
<td>Type __________, Size __________, Efficiency __________.</td>
</tr>
</tbody>
</table>
# Appendix B – Architectural Program

## PART IV – BUILDING CODE COMPLIANCE

(pages 3-13)

### CHECK ALL APPLICABLE CODES FOR THE FACILITY

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>✔️</td>
<td>2010 BUILDING CODE OF NYS</td>
</tr>
<tr>
<td>✔️</td>
<td>2010 FIRE CODE OF NYS</td>
</tr>
<tr>
<td>✔️</td>
<td>2010 PLUMBING CODE OF NYS</td>
</tr>
<tr>
<td>✔️</td>
<td>2010 MECHANICAL CODE OF NYS</td>
</tr>
<tr>
<td>✔️</td>
<td>2010 FUEL GAS CODE OF NYS</td>
</tr>
<tr>
<td>✔️</td>
<td>2010 PROPERTY MAINTENANCE CODE OF NYS</td>
</tr>
<tr>
<td>✔️</td>
<td>2010 ENERGY CONSERVATION CONSTRUCTION CODE OF NYS</td>
</tr>
<tr>
<td>✔️</td>
<td>2012 IECC COMMERCIAL PROVISIONS</td>
</tr>
<tr>
<td>✔️</td>
<td>2010 EXISTING BUILDING CODE OF NYS</td>
</tr>
<tr>
<td>✔️</td>
<td>NEC NATIONAL ELECTRIC CODE, (Specify Applicable Version)</td>
</tr>
<tr>
<td>☐</td>
<td>2014 NY CITY CONSTRUCTION CODE</td>
</tr>
<tr>
<td>☐</td>
<td>2008 NY CITY CONSTRUCTION CODE</td>
</tr>
<tr>
<td>☐</td>
<td>1968 NY CITY CONSTRUCTION CODE</td>
</tr>
<tr>
<td>✔️</td>
<td>NFPA 101-06 LIFE SAFETY CODE</td>
</tr>
<tr>
<td>✔️</td>
<td>ICC/ANSI A117.1-03 ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES</td>
</tr>
<tr>
<td>☐</td>
<td>OTHER</td>
</tr>
</tbody>
</table>
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

Select Work Involved:
✔ General Construction
☐ Roofing
☐ Asbestos Abatement/Environmental
☐ Fire Alarm

☐ Structural
✔ Mechanical
✔ Plumbing
✔ Electrical

☐ Site Work
☐ Sprinkler
☐ Elevators
☐ Other: ______________________________

CODE COMPLIANCE REVIEW
Applicant shall provide all applicable information in regards to the code topic and section listed below.

1. Code Compliance Review is based on the 2010 NY State Building Code for New Construction. If any other building code applies to the location or type of construction, provide applicable code and sections that most closely relates and references the code topic and information in the code sections listed below. Provide appropriate abbreviations for other applicable codes, such as: FC: Fire Code, PC: Plumbing Code, MC: Mechanical Code, FGC: Fuel Gas Code, ECC: Energy Conservation Code.

2. Provide the Required standard for each applicable code section. (i.e.: area, quantity, classification type, materials, hourly separation, etc.). If section does not apply, indicate one of the following with explanation: NA: Not Applicable, NR: Not Required, NP: Not Permitted

3. Provide your facilities’ “Actual” value for each required standard as per applicable code section.

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</tr>
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<tbody>
<tr>
<td>1</td>
<td>Use &amp; Occupancy Classification</td>
<td>302.1 - 312</td>
<td>508.3.2</td>
<td>Use &amp; occupancy of this facility. Identify all applicable materials, class and quantities regarding Table 307.1.</td>
<td>Mixed Use: Mercantile &amp; Business</td>
<td>Mercantile &amp; Business</td>
</tr>
</tbody>
</table>
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</thead>
<tbody>
<tr>
<td>2</td>
<td>Combustible Storage</td>
<td>413</td>
<td>FC 315</td>
<td>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.</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>3</td>
<td>Hazardous Materials</td>
<td>414</td>
<td></td>
<td>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.</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>4</td>
<td>Hazardous Materials Control Areas</td>
<td>414.2</td>
<td>311.2 FC 2073</td>
<td>Provide additional information indicating number, size, materials stored, and quantity of each material.</td>
<td>NA</td>
<td>NA</td>
</tr>
</tbody>
</table>
| 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).                                                                 | M: 4 stories, 12,500 SF                | M: 1 story, 9,089 SF entire building (4,816 SF work area) |
| 6   | Incidental Use Areas           | 508.2                     |                                         | Identify all Incidental Use Areas and required fire separation of occupancies on Building Plans.                                                                 | Storage areas are under 100 SF          | None Required            |
# Appendix B – Architectural Program

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</tr>
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<tbody>
<tr>
<td>7</td>
<td>Mixed Occupancies</td>
<td>508.3</td>
<td></td>
<td>Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).</td>
<td>Non separated uses</td>
<td>Non separated uses</td>
</tr>
<tr>
<td>8</td>
<td>Nonseparated Uses</td>
<td>508.3.2</td>
<td></td>
<td>Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).</td>
<td>Non separated occupancy. Mercantile occupancy most restrictive.</td>
<td>NA</td>
</tr>
<tr>
<td>9</td>
<td>Separated Uses (Ratio &lt; 1)</td>
<td>508.3.3</td>
<td></td>
<td>Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>10</td>
<td>Construction Classification</td>
<td>602</td>
<td></td>
<td>Provide Construction Classification per each building included in Application.</td>
<td>Type IIB. Non combustible materials</td>
<td>CMU/metal stud/GWB, steel joists &amp; deck, concrete floors.</td>
</tr>
<tr>
<td>11</td>
<td>Fire Resistance Rating Regm’t for Building Elements</td>
<td>Table 601</td>
<td></td>
<td>Provide Fire Resistance Rating per each building element as per Table 601. Identify rating &amp; elements on Building Plans.</td>
<td>Type IIB = 0 fire resistance rating</td>
<td>Type IIB = 0 fire resistance rating.</td>
</tr>
</tbody>
</table>
### Appendix B – Architectural Program

<table>
<thead>
<tr>
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<th>Facility’s Actual Value³</th>
</tr>
</thead>
<tbody>
<tr>
<td>12</td>
<td>Exterior Wall Fire-Resistance Rating</td>
<td>Table 602</td>
<td></td>
<td>Identify required fire resistance rating of exterior walls on Building Plan(s).</td>
<td>M, All: 0 hour ext walls for &gt;30 feet</td>
<td>M, IIB 0 hour exterior (CMU) walls</td>
</tr>
<tr>
<td>13</td>
<td>Exterior Fire Separation Distance</td>
<td>Table 602</td>
<td></td>
<td>Identify required fire separation distance of exterior walls between Buildings on Plan.</td>
<td>M, All: 2 hour ext walls for &lt;5 feet</td>
<td>M: 2 hour walls between tenants</td>
</tr>
<tr>
<td>14</td>
<td>Fire Walls</td>
<td>705</td>
<td></td>
<td>Provide code information and identify all applicable required Fire Wall(s) and fire resistance requirement on Building Plans.</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>15</td>
<td>Fire Barriers</td>
<td>706</td>
<td></td>
<td>Provide code information and identify all applicable required Fire Barrier(s) and fire resistance requirement on Building Plans.</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>16</td>
<td>Shaft Enclosures</td>
<td>707</td>
<td></td>
<td>Provide code information and identify all applicable required Shaft Wall(s) and fire resistance requirement on Building Plans.</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>17</td>
<td>Fire Partitions</td>
<td>708 1017.1</td>
<td></td>
<td>Provide code information and identify all applicable required Fire Partition(s) and fire resistance requirement on Building Plans.</td>
<td>M corridor &gt;30 occ, No Sprinkler</td>
<td>M corridor: 1 hr</td>
</tr>
</tbody>
</table>
## Appendix B – Architectural Program

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</tr>
</thead>
<tbody>
<tr>
<td>18</td>
<td>Horizontal Assemblies</td>
<td>711</td>
<td></td>
<td>Provide code information and identify all applicable required Horizontal Assemblies and fire resistance requirement on Building Plans.</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>19</td>
<td>Fire Protection: Sprinkler System</td>
<td>903</td>
<td></td>
<td>Indicate Type of Sprinkler System: □ NFPA 13 □ NFPA 13 R □ NFPA 13D Provide code information of all applicable requirements for Automatic Sprinkler Systems with code section cited.</td>
<td>M: fire area exceeds 12K SF or located &gt;3 stories above grade or all fire areas exceed 24K SF</td>
<td>NR M: 4,816 SF work area 1 story 9,089</td>
</tr>
<tr>
<td>20</td>
<td>Alt. Fire Extinguishing System</td>
<td>904</td>
<td></td>
<td>Provide code information of all applicable requirements for Alternative Automatic Fire-Extinguishing Systems with code section(s) cited.</td>
<td>NR</td>
<td>NR</td>
</tr>
<tr>
<td>21</td>
<td>Standpipe System</td>
<td>905</td>
<td></td>
<td>Provide code information of all applicable requirements for Standpipe Systems with code section(s) cited.</td>
<td>NR</td>
<td>NR</td>
</tr>
<tr>
<td>22</td>
<td>Fire Alarm &amp; Detection Systems</td>
<td>907</td>
<td></td>
<td>Provide code information of all applicable requirements for Fire Alarm System(s) with code section cited. Indicate Type of Fire Alarm System □ Addressable □ Hardwired (zoned)</td>
<td>NR M: occ load &gt;= 500 or 100 persons above/below discharge level.</td>
<td>NR M: 106 design occ load. 1 story.</td>
</tr>
</tbody>
</table>
## Appendix B – Architectural Program

<table>
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<tr>
<th>No.</th>
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</tr>
</thead>
<tbody>
<tr>
<td>23</td>
<td>Emergency Alarm System</td>
<td>908</td>
<td></td>
<td>Provide code information of all applicable requirements for Emergency Alarm Systems with code section cited.</td>
<td>NR</td>
<td>NR</td>
</tr>
<tr>
<td>24</td>
<td>Fire Department Connections</td>
<td>912</td>
<td></td>
<td>Identify Fire Department connections in accordance with NFPA applicable standard.</td>
<td>Existing building - 912.2.2 sign indication location</td>
<td>Signage to be provided indicating requirements</td>
</tr>
<tr>
<td>25</td>
<td>Exits</td>
<td>1001.1 &amp;2</td>
<td></td>
<td>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.</td>
<td>See Door Schedule</td>
<td>See Door Schedule</td>
</tr>
<tr>
<td>26</td>
<td>Occupant Load</td>
<td>1004 &amp; Table 1004.1.1</td>
<td></td>
<td>Identify the use/name of each room, dimensions of each room, and Occupant Loads per each room on the Building Plans.</td>
<td>See Building Plan</td>
<td>See Building Plan</td>
</tr>
<tr>
<td>27</td>
<td>Egress Width</td>
<td>1005</td>
<td></td>
<td>Provide egress widths &amp; cite applicable code section(s) and requirement(s) on the Building Plans.</td>
<td>No spnklr, M width=0.2in/occ Design occ load = 106</td>
<td>108&quot; Egress Width Provided</td>
</tr>
<tr>
<td>28</td>
<td>Accessible Means of Egress</td>
<td>1007.1</td>
<td></td>
<td>Provide accessible means of egress as per Section 1007 &amp; cite applicable code section(s) and requirement(s) on the Building Plans.</td>
<td>Provide 1 accessible means of egress</td>
<td>All routes / exits are accessible</td>
</tr>
</tbody>
</table>
### Appendix B – Architectural Program

<table>
<thead>
<tr>
<th>No.</th>
<th>Topic</th>
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<tbody>
<tr>
<td>29</td>
<td>Doors, Gates, and Turnstiles</td>
<td>1008</td>
<td></td>
<td>Means of egress doors shall meet the requirements of this section.</td>
<td>Doors min 32&quot;. Max 48&quot; leaf</td>
<td>All door leafs 36&quot; wide</td>
</tr>
<tr>
<td>30</td>
<td>Interior Stairs</td>
<td>1009</td>
<td></td>
<td>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.</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>31</td>
<td>Ramps</td>
<td>1010.1</td>
<td></td>
<td>Identify the following information of each ramp, on the Building Plan(s): width; total vertical rise; length of ramp; and handrail height.</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>32</td>
<td>Common Path of Travel</td>
<td>1014.3</td>
<td></td>
<td>Identify on the Building Plan(s): the length of the &quot;Common Path of Travel&quot; per each room as per applicable building code requirements.</td>
<td>M/B: Max 75'</td>
<td>M/B: Max</td>
</tr>
<tr>
<td>33</td>
<td>Exit Doorway Arrangement</td>
<td>1015</td>
<td></td>
<td>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.</td>
<td>M&amp;B: 2 exits required if occ load &gt;49.</td>
<td>M&amp;B design occ load 106 therefore 2 exits provided.</td>
</tr>
<tr>
<td>34</td>
<td>Corridor Fire Rating</td>
<td>1017.1</td>
<td></td>
<td>Identify, on the Building Plan(s): all corridors with required fire resistance and the applicable fire rating.</td>
<td>See Building Plan</td>
<td>See Building Plan</td>
</tr>
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<tbody>
<tr>
<td>35</td>
<td>Corridor Width</td>
<td>1017.2</td>
<td></td>
<td>Identify on the Building Plan(s): the width of all corridors. Provide applicable code section(s) and requirement(s).</td>
<td>Min 44” required</td>
<td>Min 52” provided</td>
</tr>
<tr>
<td>36</td>
<td>Dead End Corridor</td>
<td>1017.3</td>
<td></td>
<td>Corridors shall not exceed the maximum dead end corridor length as per applicable code.</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>37</td>
<td>Number of Exits and Continuity</td>
<td>1019</td>
<td></td>
<td>Identify on the Building Plan(s): required number of exits, continuity and arrangement as per the applicable code requirements.</td>
<td>1-500 occ/story = min 2 exits/story</td>
<td>Design occ load = 106 2 exits provided</td>
</tr>
<tr>
<td>38</td>
<td>Vertical Exit Enclosures</td>
<td>1020</td>
<td></td>
<td>Identify on the Building Plan(s): all applicable code requirements for each Vertical Exit Enclosure.</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>39</td>
<td>Exit Passageways</td>
<td>1021</td>
<td></td>
<td>Identify on the Building Plan(s): all applicable code requirements for each Exit Passageway.</td>
<td>Min 44” wide, 1 hr rated walls and 20 min doors</td>
<td>Min 52” wide, 1 hr rated walls and 20 min doors</td>
</tr>
<tr>
<td>40</td>
<td>Horizontal Exits</td>
<td>1022</td>
<td></td>
<td>Identify on the Building Plan(s): all applicable code requirements for each Horizontal Exit.</td>
<td>NA</td>
<td>NA</td>
</tr>
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<tr>
<td>41</td>
<td>Exterior Exit Ramps &amp; Stairways</td>
<td>1023</td>
<td></td>
<td>Identify on the Building Plan(s): all applicable code requirements for each exterior exit ramps and stairways.</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>42</td>
<td>Exit Discharge</td>
<td>1024</td>
<td></td>
<td>Identify on the Building Plan(s): all applicable code requirements for each Exit Discharge.</td>
<td>Same capacity as required exits</td>
<td>108” exit discharge provided at grade</td>
</tr>
<tr>
<td>43</td>
<td>Accessibility</td>
<td>1101.1 - 1110 &amp; ICC/A117.1(03)</td>
<td></td>
<td>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.</td>
<td>See Building Plan</td>
<td>See Building Plan</td>
</tr>
<tr>
<td>44</td>
<td>Energy Conservation</td>
<td>2010 NYS ECCC &amp; IECC 2012</td>
<td></td>
<td>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).</td>
<td>Zone 5: Ceiling R38 Roof R38 attic, Wall R13+R7.5ci</td>
<td>Same and 7% storefront fenestration w/ U value= 0.45</td>
</tr>
<tr>
<td>45</td>
<td>Emergency &amp; Standby Power</td>
<td>2702.1</td>
<td></td>
<td>Identify emergency &amp; Standby Power locations and specifications of the system to be provided.</td>
<td>Emergency power to exit signs &amp; egress lights</td>
<td>Wall pack lights and Storage Batteries for exit signs</td>
</tr>
<tr>
<td>46</td>
<td>Smoke Control Systems</td>
<td>2702.2.2</td>
<td></td>
<td>Identify the Standby power for smoke control systems in accordance with Section 909.11 of NYS Building Code.</td>
<td>NA</td>
<td>NA</td>
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<tr>
<td>47</td>
<td>Plumbing Fixture Count</td>
<td>2902.1</td>
<td></td>
<td>Identify on the Building Plan(s): the minimum plumbing facilities as per applicable plumbing code(s).</td>
<td>See Building Plan</td>
<td>See Building Plan</td>
</tr>
<tr>
<td>48</td>
<td>Available Street Water Pressure</td>
<td></td>
<td></td>
<td>Provide the available street or well water pressure.</td>
<td>NA</td>
<td>70 psi</td>
</tr>
<tr>
<td>49</td>
<td>Fire Apparatus Access Road</td>
<td>FC503.1</td>
<td></td>
<td>Identify on the Site Plan: Fire Apparatus Road, Fire Lane and other Fire Service requirements per applicable Building and Fire Codes.</td>
<td>w/in 150' of building 20' wide</td>
<td>Provided See Site Plan.</td>
</tr>
</tbody>
</table>
### Project Approval
- ID: 1
- Duration: 1 day
- Start: Wed 7/2/15
- Finish: Wed 7/2/15

### Town Board Approval
- ID: 2
- Duration: 30 days
- Start: Thu 7/2/15
- Finish: Thu 8/13/15

### Planning Board Approval
- ID: 3
- Duration: 30 days
- Start: Thu 7/2/15
- Finish: Thu 8/13/15

### Zoning Board of Appeals Approval
- ID: 4
- Duration: 0 days
- Start: Thu 7/2/15
- Finish: Thu 7/2/15

### Preparation of Construction Documents
- ID: 5
- Duration: 45 days
- Start: Thu 7/2/15
- Finish: Thu 8/20/15

### Building Permit
- ID: 6
- Duration: 35 days
- Start: Thu 7/2/15
- Finish: Thu 8/20/15

### Bidding Phase
- ID: 7
- Duration: 5 days
- Start: Fri 8/14/15
- Finish: Fri 8/19/15

### Contract Award Phase Per Each Contractor
- ID: 8
- Duration: 80 days
- Start: Fri 8/14/15
- Finish: Mon 12/14/15

### GC
- ID: 9
- Duration: 80 days
- Start: Fri 8/14/15
- Finish: Mon 12/14/15

### Site
- ID: 10
- Duration: 80 days
- Start: Fri 8/14/15
- Finish: Mon 12/14/15

### Mechanical
- ID: 11
- Duration: 80 days
- Start: Fri 8/14/15
- Finish: Mon 12/14/15

### Electrical
- ID: 12
- Duration: 80 days
- Start: Fri 8/14/15
- Finish: Mon 12/14/15

### Security
- ID: 13
- Duration: 80 days
- Start: Fri 8/14/15
- Finish: Mon 12/14/15

### Plumbing
- ID: 14
- Duration: 80 days
- Start: Fri 8/14/15
- Finish: Mon 12/14/15

### Fire Protection
- ID: 15
- Duration: 80 days
- Start: Fri 8/14/15
- Finish: Mon 12/14/15

### Construction Phase
- ID: 16
- Duration: 60 days
- Start: Mon 9/21/15
- Finish: Mon 12/14/15

---

**Note:** We have reviewed the proposed site zoning requirements and at this point do not anticipate any need for zoning changes.
For U.S. Guidelines, there are no schools or places of worship within 1,000 feet of the dispensary.

For Federal Recommendations, there are no schools, places of worship or parks within 1,000 feet of the dispensary.

Monroe County GIS Services Division

Notes

Legend
- Monroe County Parcels

For information and services related to Monroe County, please contact the County Clerk, Town Hall, or the Monroe County Planning Department at 585-741-6770. For information on the location of schools, places of worship, and parks, please refer to the Monroe County GIS Services Division.
# 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

<table>
<thead>
<tr>
<th>Business Name:</th>
<th>FAR(M)ED NEW YORK, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Facility Type:</td>
<td>Manufacturing Facility ☐  Dispensing Facility ✓</td>
</tr>
<tr>
<td>Use and Occupancy Classification:</td>
<td>Non-Separated Mixed Use: M &amp; B</td>
</tr>
<tr>
<td>Building Construction Type and Classification:</td>
<td>Type IIB</td>
</tr>
<tr>
<td>Facility Address:</td>
<td>330 Northern Lights Plaza, Syracuse NY 13212</td>
</tr>
<tr>
<td>Primary Contact Telephone number:</td>
<td>716-847-7041</td>
</tr>
<tr>
<td>Primary Contact Fax number:</td>
<td>716-852-6100</td>
</tr>
</tbody>
</table>

## 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
## 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.

<table>
<thead>
<tr>
<th>✓ Entrance and Exits</th>
<th>✓ Fire Lane and/or Fire Apparatus Road</th>
</tr>
</thead>
<tbody>
<tr>
<td>✓ Public Parking Spaces</td>
<td>□ Percentage of Green Space</td>
</tr>
<tr>
<td>✓ Staff Parking Spaces</td>
<td>□ Location of Emergency Power Systems</td>
</tr>
<tr>
<td>✓ Accessible Parking Spaces</td>
<td>✓ Loading &amp; Unloading</td>
</tr>
<tr>
<td>✓ Accessible Route(s)</td>
<td>□ Security Gates &amp; Fences</td>
</tr>
</tbody>
</table>

**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.

<table>
<thead>
<tr>
<th>Energy Source:</th>
<th>Oil</th>
<th>Other</th>
<th>Electric</th>
</tr>
</thead>
<tbody>
<tr>
<td>✓ Natural Gas</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Solar</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Engineering Systems:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>✓ Heating System: Type RTU , Size 2.5 ton , Efficiency 90% , Ventilation Requirements 14&quot;/16&quot; diameter duct</td>
<td></td>
</tr>
<tr>
<td>✓ Cooling System: Type RTU , Size 3.5 ton , Efficiency 90% , Ventilation Requirements 14&quot;/16&quot; diameter duct</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Ventilation &amp; Humidification Systems:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Type , Size , Efficiency , Ventilation Requirements</td>
<td></td>
</tr>
</tbody>
</table>

| Electrical Distribution Available 208VAC 3P | |
| Water Supply: Municipal Water Service 2" or Private Well Water | |
| Sewage: Municipal Sewer System 4" or Private Septic System | |

<table>
<thead>
<tr>
<th>Emergency Power System:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Type , Size , Efficiency</td>
<td></td>
</tr>
</tbody>
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Appendix B – Architectural Program

**PART IV – BUILDING CODE COMPLIANCE:**

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>☑ 2010 BUILDING CODE OF NYS</td>
<td></td>
</tr>
<tr>
<td>☑ 2010 FIRE CODE OF NYS</td>
<td></td>
</tr>
<tr>
<td>☑ 2010 PLUMBING CODE OF NYS</td>
<td></td>
</tr>
<tr>
<td>☑ 2010 MECHANICAL CODE OF NYS</td>
<td></td>
</tr>
<tr>
<td>☑ 2010 FUEL GAS CODE OF NYS</td>
<td></td>
</tr>
<tr>
<td>☑ 2010 PROPERTY MAINTENANCE CODE OF NYS</td>
<td></td>
</tr>
<tr>
<td>☑ 2010 ENERGY CONSERVATION CONSTRUCTION CODE OF NYS</td>
<td></td>
</tr>
<tr>
<td>☑ 2012 IECC COMMERCIAL PROVISIONS</td>
<td></td>
</tr>
<tr>
<td>☑ 2010 EXISTING BUILDING CODE OF NYS</td>
<td></td>
</tr>
<tr>
<td>☑ NEC NATIONAL ELECTRIC CODE, (Specify Applicable Version)</td>
<td></td>
</tr>
<tr>
<td>☑ 2014 NY CITY CONSTRUCTION CODE</td>
<td></td>
</tr>
<tr>
<td>☑ 2008 NY CITY CONSTRUCTION CODE</td>
<td></td>
</tr>
<tr>
<td>☑ 1968 NY CITY CONSTRUCTION CODE</td>
<td></td>
</tr>
<tr>
<td>☑ NFPA 101-08 LIFE SAFETY CODE</td>
<td></td>
</tr>
<tr>
<td>☑ ICC/ANSI A117.1-03 ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES</td>
<td></td>
</tr>
<tr>
<td>☑ OTHER</td>
<td></td>
</tr>
</tbody>
</table>
### 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
- [X] Demolition
- [ ] Chapter 3. Prescriptive Compliance Method
- [ ] Chapter 13. Performance Compliance Method

**Select Work Involved:**
- [X] General Construction
- [ ] Roofing
- [ ] Asbestos Abatement/Environmental
- [ ] Fire Alarm
- [ ] Structural
- [X] Mechanical
- [ ] Plumbing
- [ ] Electrical
- [ ] Site Work
- [ ] Sprinkler
- [ ] Elevators
- [ ] Other: __________

---

### CODE COMPLIANCE REVIEW

The 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, FGCC: 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 facility's "Actual" value for each required standard as per applicable code section.

<table>
<thead>
<tr>
<th>No.</th>
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<th>Facility's Actual Value²</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Use &amp; Occupancy</td>
<td>302.1 - 312</td>
<td>508.3.2</td>
<td>Use &amp; occupancy of this facility. Identify all applicable materials, class and quantities regarding Table 307.1.</td>
<td>Mixed Use: Mercantile &amp; Business</td>
<td>Mercantile &amp; Business</td>
</tr>
</tbody>
</table>

---

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## Appendix B – Architectural Program

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<tbody>
<tr>
<td>2</td>
<td>Combustible Storage</td>
<td>413</td>
<td>FC 315</td>
<td>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.</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>3</td>
<td>Hazardous Materials</td>
<td>414</td>
<td></td>
<td>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.</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>4</td>
<td>Hazardous Materials Control Areas</td>
<td>414.2</td>
<td>311.2</td>
<td>Provide additional information indicating number, size, materials stored, and quantity of each material.</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>5</td>
<td>Building Area &amp; Height</td>
<td>501-507</td>
<td></td>
<td>Provide the building area &amp; height. Provide all calculations and cite applicable code sections for increased Building Area &amp; Heights allowed per building code(s).</td>
<td>M: 4 stories, 12,500 SF</td>
<td>M: 1 story, 22,968 SF entire building (1,600 SF work area)</td>
</tr>
<tr>
<td>6</td>
<td>Incidental Use Areas</td>
<td>508.2</td>
<td></td>
<td>Identify all Incidental Use Areas and required fire separation of occupancies on Building Plans.</td>
<td>Storage areas are under 100 SF</td>
<td>None Required</td>
</tr>
</tbody>
</table>
# Appendix B – Architectural Program

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</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td>Mixed Occupancies</td>
<td>508.3</td>
<td></td>
<td>Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).</td>
<td>Non separated uses</td>
<td>Non separated uses</td>
</tr>
<tr>
<td>6</td>
<td>Nonseparated Uses</td>
<td>508.3.2</td>
<td></td>
<td>Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).</td>
<td>Non separated occupancy. Mercantile occupancy most restrictive.</td>
<td>Mercantile: 1 story 1,600 SF; no separation unless directed elsewhere in codes.</td>
</tr>
<tr>
<td>9</td>
<td>Separated Uses (Ratio &lt; 1)</td>
<td>508.3.3</td>
<td></td>
<td>Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>10</td>
<td>Construction Classification</td>
<td>602</td>
<td></td>
<td>Provide Construction Classification per each building included in Application.</td>
<td>Type IIB. Non combustible materials</td>
<td>CMU/metal stud/GWB, steel joists &amp; deck, concrete floors.</td>
</tr>
<tr>
<td>11</td>
<td>Fire Resistance Rating Reqmt for Building Elements</td>
<td>Table 601</td>
<td></td>
<td>Provide Fire Resistance Rating per each building element as per Table 601. Identify rating &amp; elements on Building Plans.</td>
<td>Type IIB = 0 fire resistance rating</td>
<td>Type IIB = 0 fire resistance rating</td>
</tr>
</tbody>
</table>
## Appendix B – Architectural Program

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<tbody>
<tr>
<td>12</td>
<td>Exterior Wall Fire-Resistance Rating</td>
<td>Table 602</td>
<td></td>
<td>Identify required fire resistance rating of exterior walls on Building Plan(s).</td>
<td>M, All: 0 hour ext walls for &gt;30 feet</td>
<td>M, IIB 0 hour exterior (CMU) walls</td>
</tr>
<tr>
<td>13</td>
<td>Exterior Fire Separation Distance</td>
<td>Table 602</td>
<td></td>
<td>Identify required fire separation distance of exterior walls between Buildings on Plan.</td>
<td>M, All: 2 hour ext walls for &lt;5 feet</td>
<td>M: 2 hour walls between tenants</td>
</tr>
<tr>
<td>14</td>
<td>Fire Walls</td>
<td>705</td>
<td></td>
<td>Provide code information and identify all applicable required Fire Wall(s) and fire resistance requirement on Building Plans.</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>15</td>
<td>Fire Barriers</td>
<td>706</td>
<td></td>
<td>Provide code information and identify all applicable required Fire Barrier(s) and fire resistance requirement on Building Plans.</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>16</td>
<td>Shaft Enclosures</td>
<td>707</td>
<td></td>
<td>Provide code information and identify all applicable required Shaft Wall(s) and fire resistance requirement on Building Plans.</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>17</td>
<td>Fire Partitions</td>
<td>708</td>
<td></td>
<td>Provide code information and identify all applicable required Fire Partition(s) and fire resistance requirement on Building Plans.</td>
<td>NA</td>
<td>NA</td>
</tr>
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# Appendix B – Architectural Program

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<tbody>
<tr>
<td>18</td>
<td>Horizontal Assemblies</td>
<td>711</td>
<td></td>
<td>Provide code information and identify all applicable required Horizontal Assemblies and fire resistance requirement on Building Plans.</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>19</td>
<td>Fire Protection: Sprinkler System</td>
<td>903</td>
<td></td>
<td>Indicate Type of Sprinkler System: □ NFPA 13 □ NFPA 13 R □ NFPA 13D Provide code information of all applicable requirements for Automatic Sprinkler Systems with code section cited.</td>
<td>M: fire area exceeds 12K SF or located &gt;3 stories above grade or all fire areas exceed 24K SF</td>
<td>NR</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>M: 1,600 SF work area 1 story 22,968</td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Alt. Fire Extinguishing System</td>
<td>904</td>
<td></td>
<td>Provide code information of all applicable requirements for Alternative Automatic Fire-Extinguishing Systems with code section(s) cited.</td>
<td>NR</td>
<td>NR</td>
</tr>
<tr>
<td>21</td>
<td>Standpipe System</td>
<td>905</td>
<td></td>
<td>Provide code information of all applicable requirements for Standpipe Systems with code section(s) cited.</td>
<td>NR</td>
<td>NR</td>
</tr>
<tr>
<td>22</td>
<td>Fire Alarm &amp; Detection Systems</td>
<td>907</td>
<td></td>
<td>Provide code information of all applicable requirements for Fire Alarm System(s) with code section cited. Indicate Type of Fire Alarm System □ Addressable □ Hardwired (zoned)</td>
<td>NR</td>
<td>NR</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>M: occ load &gt;= 500 or 100 persons above/below discharge level.</td>
<td></td>
<td></td>
</tr>
</tbody>
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<tr>
<td>23</td>
<td>Emergency Alarm System</td>
<td>908</td>
<td></td>
<td>Provide code information of all applicable requirements for Emergency Alarm Systems with code section cited.</td>
<td>NR</td>
<td>NR</td>
</tr>
<tr>
<td>24</td>
<td>Fire Department Connections</td>
<td>912</td>
<td></td>
<td>Identify Fire Department connections in accordance with NFPA applicable standard.</td>
<td>Existing building - 912.2.2 sign indication location</td>
<td>Signage to be provided indicating requirements</td>
</tr>
<tr>
<td>25</td>
<td>Exits</td>
<td>1001.1 &amp;2</td>
<td></td>
<td>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.</td>
<td>See Door Schedule</td>
<td>See Door Schedule</td>
</tr>
<tr>
<td>26</td>
<td>Occupant Load</td>
<td>1004 &amp; Table 1004.1.1</td>
<td></td>
<td>Identify the use/name of each room, dimensions of each room, and Occupant Loads per each room on the Building Plans.</td>
<td>See Building Plan</td>
<td>See Building Plan</td>
</tr>
<tr>
<td>27</td>
<td>Egress Width</td>
<td>1005</td>
<td></td>
<td>Provide egress widths &amp; cite applicable code section(s) and requirement(s) on the Building Plans.</td>
<td>No spnklr, M width=0.2in/occ Design occ load = 32</td>
<td>36&quot; Egress Width Provided</td>
</tr>
<tr>
<td>28</td>
<td>Accessible Means of Egress</td>
<td>1007.1</td>
<td></td>
<td>Provide accessible means of egress as per Section 1007 &amp; cite applicable code section(s) and requirement(s) on the Building Plans.</td>
<td>Provide 1 accessible means of egress</td>
<td>All routes / exits are accessible</td>
</tr>
</tbody>
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# Appendix B – Architectural Program

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<tr>
<td>29</td>
<td>Doors, Gates, and Turnstiles</td>
<td>1008</td>
<td>Means of egress doors shall meet the requirements of this section.</td>
<td>Doors min 32&quot;. Max 48&quot; leaf</td>
<td>All door leafs 36&quot; wide</td>
</tr>
<tr>
<td>30</td>
<td>Interior Stairs</td>
<td>1009</td>
<td>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.</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>31</td>
<td>Ramps</td>
<td>1010.1</td>
<td>Identify the following information of each ramp, on the Building Plan(s): width; total vertical rise; length of ramp; and handrail height.</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>32</td>
<td>Common Path of Travel</td>
<td>1014.3</td>
<td>Identify on the Building Plan(s): the length of the &quot;Common Path of Travel&quot; per each room as per applicable building code requirements.</td>
<td>M/B: Max 75'</td>
<td>M/B: Max 30'</td>
</tr>
<tr>
<td>33</td>
<td>Exit Doorway Arrangement</td>
<td>1015</td>
<td>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.</td>
<td>M&amp;B: 2 exits required if occ load &gt;49.</td>
<td>M&amp;B design occ load 106 therefore 2 exits provided.</td>
</tr>
<tr>
<td>34</td>
<td>Corridor Fire Rating</td>
<td>1017.1</td>
<td>Identify, on the Building Plan(s): all corridors with required fire resistance and the applicable fire rating.</td>
<td>See Building Plan</td>
<td>See Building Plan</td>
</tr>
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<tr>
<td>35</td>
<td>Corridor Width</td>
<td>1017.2</td>
<td></td>
<td>Identify on the Building Plan(s): the width of all corridors. Provide applicable code section(s) and requirement(s).</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>36</td>
<td>Dead End Corridor</td>
<td>1017.3</td>
<td></td>
<td>Corridors shall not exceed the maximum dead end corridor length as per applicable code.</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>37</td>
<td>Number of Exits and Continuity</td>
<td>1019</td>
<td>1015.1</td>
<td>Identify on the Building Plan(s): required number of exits, continuity and arrangement as per the applicable code requirements.</td>
<td>M/B: Space w/one means of egress. Occ load &lt; 49</td>
<td>M/B: Design occ load = 32; 1 means of egress</td>
</tr>
<tr>
<td>38</td>
<td>Vertical Exit Enclosures</td>
<td>1020</td>
<td></td>
<td>Identify on the Building Plan(s): all applicable code requirements for each Vertical Exit Enclosure.</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>39</td>
<td>Exit Passageways</td>
<td>1021</td>
<td></td>
<td>Identify on the Building Plan(s): all applicable code requirements for each Exit Passageway.</td>
<td>Min 44&quot; wide</td>
<td>Min 58&quot; provided</td>
</tr>
<tr>
<td>40</td>
<td>Horizontal Exits</td>
<td>1022</td>
<td></td>
<td>Identify on the Building Plan(s): all applicable code requirements for each Horizontal Exit.</td>
<td>NA</td>
<td>NA</td>
</tr>
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<tr>
<td>41</td>
<td>Exterior Exit Ramps &amp; Stairways</td>
<td>1023</td>
<td></td>
<td>Identify on the Building Plan(s): all applicable code requirements for each exterior exit ramps and stairways.</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>42</td>
<td>Exit Discharge</td>
<td>1024</td>
<td></td>
<td>Identify on the Building Plan(s): all applicable code requirements for each Exit Discharge.</td>
<td>Same capacity as required exits</td>
<td>36” exit discharge provided at grade</td>
</tr>
<tr>
<td>43</td>
<td>Accessibility</td>
<td>1101.1 - 1110 &amp; ICC/A117. 1(03)</td>
<td></td>
<td>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.</td>
<td>See Building Plan</td>
<td>See Building Plan</td>
</tr>
<tr>
<td>44</td>
<td>Energy Conservation</td>
<td>2010 NYS ECC &amp; IECC 2012</td>
<td></td>
<td>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).</td>
<td>Zone 5: Ceiling R38 Roof R38 attic, Wall R13+R7.5ci</td>
<td>Same and 7% storefront fenestration w/ U value= 0.45</td>
</tr>
<tr>
<td>45</td>
<td>Emergency &amp; Standby Power</td>
<td>2702.1</td>
<td></td>
<td>Identify emergency &amp; Standby Power locations and specifications of the system to be provided.</td>
<td>Emergency power to exit signs &amp; egress lights</td>
<td>Wall pack lights and Storage Batteries for exit signs</td>
</tr>
<tr>
<td>46</td>
<td>Smoke Control Systems</td>
<td>2702.2.2</td>
<td></td>
<td>Identify the Standby power for smoke control systems in accordance with Section 909.11 of NYS Building Code.</td>
<td>NA</td>
<td>NA</td>
</tr>
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<th>Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)</th>
<th>Required Code Value(^2) (Allowed Code Value)</th>
<th>Facility's Actual Value(^3)</th>
</tr>
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<tr>
<td>47</td>
<td>Plumbing Fixture Count</td>
<td>2902.1</td>
<td></td>
<td>Identify on the Building Plan(s): the minimum plumbing facilities as per applicable plumbing code(s).</td>
<td>See Building Plan</td>
<td>See Building Plan</td>
</tr>
<tr>
<td>48</td>
<td>Available Street Water Pressure</td>
<td></td>
<td></td>
<td>Provide the available street or well water pressure.</td>
<td>NA</td>
<td>75 psi</td>
</tr>
<tr>
<td>49</td>
<td>Fire Apparatus Access Road</td>
<td>FC503.1</td>
<td></td>
<td>Identify on the Site Plan: Fire Apparatus Road, Fire Lane and other Fire Service requirements per applicable Building and Fire Codes.</td>
<td>w/in 150' of building 20' wide</td>
<td>Provided See Site Plan.</td>
</tr>
</tbody>
</table>
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

<table>
<thead>
<tr>
<th>COMPANY INFORMATION</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Name:</td>
<td>FAR(M)ED NEW YORK, LLC</td>
</tr>
<tr>
<td>Facility Type:</td>
<td>Manufacturing Facility ☐  Dispensing Facility ☑</td>
</tr>
<tr>
<td>Use and Occupancy Classification:</td>
<td>Non-Separated Mixed Use: M &amp; B</td>
</tr>
<tr>
<td>Building Construction Type and Classification:</td>
<td>Type IIB</td>
</tr>
<tr>
<td>Facility Address:</td>
<td>1435 Upper Front Street, Binghamton NY 13901</td>
</tr>
<tr>
<td>Primary Contact Telephone number:</td>
<td>716-847-7041</td>
</tr>
<tr>
<td>Primary Contact Fax number:</td>
<td>716-852-6100</td>
</tr>
</tbody>
</table>

**PART I – ARCHITECTURAL PROGRAM & CONSTRUCTION TIMELINE:**
Applicant shall identify planning requirements, including but not limited to:

<table>
<thead>
<tr>
<th>Requirement</th>
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<tbody>
<tr>
<td>TOWN BOARD APPROVAL</td>
<td>☐</td>
</tr>
<tr>
<td>PLANNING BOARD APPROVAL</td>
<td>☐</td>
</tr>
<tr>
<td>ZONING BOARD OF APPEALS APPROVAL</td>
<td>☐</td>
</tr>
<tr>
<td>PREPARATION OF CONSTRUCTION DOCUMENTS</td>
<td>☑</td>
</tr>
<tr>
<td>BUILDING PERMIT</td>
<td>☑</td>
</tr>
<tr>
<td>BIDDING PHASE</td>
<td>☐</td>
</tr>
<tr>
<td>CONTRACT AWARD PHASE PER EACH APPLICABLE CONTRACTOR (Identify all that apply)</td>
<td>☑</td>
</tr>
<tr>
<td>COMMENCEMENT OF CONSTRUCTION</td>
<td>☑</td>
</tr>
<tr>
<td>COMPLETION OF CONSTRUCTION</td>
<td>☑</td>
</tr>
</tbody>
</table>
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.

<table>
<thead>
<tr>
<th>Details</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Entrance and Exits</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>Public Parking Spaces</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>Staff Parking Spaces</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>Accessible Parking Spaces</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>Accessible Route(s)</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>Fire Lane and/or Fire Apparatus Road</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>Percentage of Green Space</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Location of Emergency Power Systems</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>Loading &amp; Unloading</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>Security Gates &amp; Fences</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**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.

<table>
<thead>
<tr>
<th>Energy Source:</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Natural Gas</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>Solar</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Oil</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other ____________________</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electric</td>
<td>YES</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Engineering Systems:</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heating System:</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>Type RTU, Size 2.5 ton, Efficiency 90%</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>Ventilation Requirements 14&quot;/16&quot; diameter duct</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>Cooling System:</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>Type RTU, Size 3.5 ton, Efficiency 90%</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>Ventilation Requirements 14&quot;/16&quot; diameter duct</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>Ventilation &amp; Humidification Systems:</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>Type ____________________, Efficiency ________</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>Ventilation Requirements ____________________</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>Electrical Distribution Available 208VAC 3P</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>Water Supply:</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>Municipal Water Service 2&quot; or Private Well Water</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>Sewage:</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>Municipal Sewer System 4&quot; or Private Septic System</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>Emergency Power System:</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>Type ______________, Size ________________</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>Efficiency ______________</td>
<td>YES</td>
<td></td>
</tr>
</tbody>
</table>
Appendix B – Architectural Program

<table>
<thead>
<tr>
<th>CHECK ALL APPLICABLE CODES FOR THE FACILITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>✔️ 2010 BUILDING CODE OF NYS</td>
</tr>
<tr>
<td>✔️ 2010 FIRE CODE OF NYS</td>
</tr>
<tr>
<td>✔️ 2010 PLUMBING CODE OF NYS</td>
</tr>
<tr>
<td>✔️ 2010 MECHANICAL CODE OF NYS</td>
</tr>
<tr>
<td>✔️ 2010 FUEL GAS CODE OF NYS</td>
</tr>
<tr>
<td>✔️ 2010 PROPERTY MAINTENANCE CODE OF NYS</td>
</tr>
<tr>
<td>✔️ 2010 ENERGY CONSERVATION CONSTRUCTION CODE OF NYS</td>
</tr>
<tr>
<td>✔️ 2012 IECC COMMERCIAL PROVISIONS</td>
</tr>
<tr>
<td>✔️ 2010 EXISTING BUILDING CODE OF NYS</td>
</tr>
<tr>
<td>✔️ NEC NATIONAL ELECTRIC CODE, (Specify Applicable Version)</td>
</tr>
<tr>
<td>2014 NY CITY CONSTRUCTION CODE</td>
</tr>
<tr>
<td>2008 NY CITY CONSTRUCTION CODE</td>
</tr>
<tr>
<td>1968 NY CITY CONSTRUCTION CODE</td>
</tr>
<tr>
<td>✔️ NFPA 101-06 LIFE SAFETY CODE</td>
</tr>
<tr>
<td>✔️ ICC/ANSI A117.1-03 ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES</td>
</tr>
<tr>
<td>OTHER</td>
</tr>
</tbody>
</table>
# 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
- [x] Alteration Level 2
- [ ] Alteration Level 3
- [ ] Change of Occupancy
- [ ] Addition
- [ ] Historic Building
- [x] Demolition
- [x] Chapter 3. Prescriptive Compliance Method
- [ ] Chapter 13. Performance Compliance Method

## Select Work Involved:
Check all that apply.

- [x] General Construction
- [ ] Roofing
- [ ] Asbestos Abatement/Environmental
- [ ] Fire Alarm
- [ ] Structural
- [x] Mechanical
- [x] Plumbing
- [x] Electrical
- [ ] Site Work
- [ ] Sprinkler
- [ ] Elevators
- [ ] Other: _____________________

## CODE COMPLIANCE REVIEW
Applicant shall provide all applicable information in regards to the code topic and section listed below.

1. Code Compliance Review is based on the 2010 NY State Building Code for New Construction. If any other building code applies to the location or type of construction, provide applicable code and sections that most closely relates and references the code topic and information in the code sections listed below. Provide appropriate abbreviations for other applicable codes, such as: FC: Fire Code, PC: Plumbing Code, MC: Mechanical Code, FGC: Fuel Gas Code, ECC: Energy Conservation Code.

2. Provide the Required standard for each applicable code section. (i.e.: area, quantity, classification type, materials, hourly separation, etc.). If section does not apply, indicate one of the following with explanation: NA: Not Applicable, NR: Not Required, NP: Not Permitted

3. Provide your facilities “Actual” value for each required standard as per applicable code section.

<table>
<thead>
<tr>
<th>No.</th>
<th>Topic</th>
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<th>Required Code Value² /Allowed Code Value</th>
<th>Facility’s Actual Value³</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Use &amp; Occupancy Classification</td>
<td>302.1 - 312</td>
<td>508.3.2</td>
<td>Use &amp; occupancy of this facility. Identify all applicable materials, class and quantities regarding Table 307.1.</td>
<td>Mixed Use: Mercantile &amp; Business</td>
<td>Mercantile &amp; Business</td>
</tr>
</tbody>
</table>

¹ Use & Occupancy Classification

² Required Code Value

³ Facility’s Actual Value
## Appendix B – Architectural Program

<table>
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</thead>
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<tr>
<td>2</td>
<td>Combustible Storage</td>
<td>413</td>
<td>FC 315</td>
<td>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.</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>3</td>
<td>Hazardous Materials</td>
<td>414</td>
<td></td>
<td>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.</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>4</td>
<td>Hazardous Materials Control Areas</td>
<td>414.2</td>
<td>311.2</td>
<td>Provide additional information indicating number, size, materials stored, and quantity of each material.</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>5</td>
<td>Building Area &amp; Height</td>
<td>501-507</td>
<td></td>
<td>Provide the building area &amp; height. Provide all calculations and cite applicable code sections for increased Building Area &amp; Heights allowed per building code(s).</td>
<td>M: 4 stories, 12,500 SF</td>
<td>M: 1 story, 7,308 SF entire building (2,611 SF work area)</td>
</tr>
<tr>
<td>6</td>
<td>Incidental Use Areas</td>
<td>508.2</td>
<td></td>
<td>Identify all Incidental Use Areas and required fire separation of occupancies on Building Plans.</td>
<td>Storage over 100 SF provide 1 hour separation</td>
<td>1 hour rated fire barrier/door</td>
</tr>
</tbody>
</table>
## Appendix B – Architectural Program

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<th>Facility’s Actual Value³</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td>Mixed Occupancies</td>
<td>508.3</td>
<td></td>
<td>Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).</td>
<td>Non Separated Occupancies</td>
<td>Non Separated Occupancies</td>
</tr>
<tr>
<td>8</td>
<td>Nonseparated Uses</td>
<td>508.3.2</td>
<td></td>
<td>Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).</td>
<td>Non separated occupancy. Mercantile occupancy most restrictive.</td>
<td>Mercantile: 1 story, 7308 SF; no separation unless directed elsewhere in codes.</td>
</tr>
<tr>
<td>9</td>
<td>Separated Uses (Ratio &lt; 1)</td>
<td>508.3.3</td>
<td></td>
<td>Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>10</td>
<td>Construction Classification</td>
<td>602</td>
<td></td>
<td>Provide Construction Classification per each building included in Application.</td>
<td>Type IIB. Non combustible materials.</td>
<td>CMU/metal stud/GWB, steel joists &amp; deck, concrete floors.</td>
</tr>
<tr>
<td>11</td>
<td>Fire Resistance Rating Regm’t for Building Elements</td>
<td>Table 601</td>
<td></td>
<td>Provide Fire Resistance Rating per each building element as per Table 601. Identify rating &amp; elements on Building Plans.</td>
<td>Type IIB = 0 fire resistance rating.</td>
<td>Type IIB = 0 fire resistance rating.</td>
</tr>
</tbody>
</table>
## Appendix B – Architectural Program

<table>
<thead>
<tr>
<th>No.</th>
<th>Topic</th>
<th>NYS Building Code Section</th>
<th>Other Code(^1) (as Stated Above) &amp; Section</th>
<th>Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)</th>
<th>Required Code Value(^2) /Allowed Code Value</th>
<th>Facility’s Actual Value(^3)</th>
</tr>
</thead>
<tbody>
<tr>
<td>12</td>
<td>Exterior Wall Fire-Resistance Rating</td>
<td>Table 602</td>
<td>Identify required fire resistance rating of exterior walls on Building Plan(s).</td>
<td>M, All: 0 hour ext walls for &gt;30 feet</td>
<td>M, IIB: 0 hour exterior (CMU) walls</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Exterior Fire Separation Distance</td>
<td>Table 602</td>
<td>Identify required fire separation distance of exterior walls between Buildings on Plan.</td>
<td>Type IIB, M, All: 2 hour ext walls for &lt;5 feet</td>
<td>M: 2 hour walls between tenants</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Fire Walls</td>
<td>705</td>
<td>Provide code information and identify all applicable required Fire Wall(s) and fire resistance requirement on Building Plans.</td>
<td>NA</td>
<td>NA</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Fire Barriers</td>
<td>706</td>
<td>508.2.2 Provide code information and identify all applicable required Fire Barrier(s) and fire resistance requirement on Building Plans.</td>
<td>Incidental storage: 1 hr</td>
<td>Incidental storage: 1 hr</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Shaft Enclosures</td>
<td>707</td>
<td>Provide code information and identify all applicable required Shaft Wall(s) and fire resistance requirement on Building Plans.</td>
<td>NA</td>
<td>NA</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Fire Partitions</td>
<td>708</td>
<td>1017.1 Provide code information and identify all applicable required Fire Partition(s) and fire resistance requirement on Building Plans.</td>
<td>M corridor &gt;30 occ, No Sprkl</td>
<td>M corridor: 1 hr</td>
<td></td>
</tr>
</tbody>
</table>
## Appendix B – Architectural Program

<table>
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<tr>
<th>No.</th>
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<th>Facility’s Actual Value³</th>
</tr>
</thead>
<tbody>
<tr>
<td>18</td>
<td>Horizontal Assemblies</td>
<td>711</td>
<td></td>
<td>Provide code information and identify all applicable required Horizontal Assemblies and fire resistance requirement on Building Plans.</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>19</td>
<td>Fire Protection: Sprinkler System</td>
<td>903</td>
<td></td>
<td>Indicate Type of Sprinkler System: [ ] NFPA 13 [ ] NFPA 13 R [ ] NFPA 13D Provide code information of all applicable requirements for Automatic Sprinkler Systems with code section cited.</td>
<td>M: fire area exceeds 12K SF or located &gt; 3 stories above grade or all fire areas exceed 24K SF</td>
<td>NR  M: 2,611 SF work area 1 story 7308 SF all fire areas</td>
</tr>
<tr>
<td>20</td>
<td>Alt. Fire Extinguishing System</td>
<td>904</td>
<td></td>
<td>Provide code information of all applicable requirements for Alternative Automatic Fire-Extinguishing Systems with code section(s) cited.</td>
<td>NR</td>
<td>NR</td>
</tr>
<tr>
<td>21</td>
<td>Standpipe System</td>
<td>905</td>
<td></td>
<td>Provide code information of all applicable requirements for Standpipe Systems with code section(s) cited.</td>
<td>NR</td>
<td>NR</td>
</tr>
<tr>
<td>22</td>
<td>Fire Alarm &amp; Detection Systems</td>
<td>907</td>
<td></td>
<td>Provide code information of all applicable requirements for Fire Alarm System(s) with code section cited. Indicate Type of Fire Alarm System [ ] Addressable [ ] Hardwired (zoned)</td>
<td>NR</td>
<td>NR</td>
</tr>
</tbody>
</table>

¹ Other Code: As Stated Above
² Required Code Value: Required
³ Facility’s Actual Value: Actual
## Appendix B – Architectural Program

<table>
<thead>
<tr>
<th>No.</th>
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</tr>
</thead>
<tbody>
<tr>
<td>23</td>
<td>Emergency Alarm System</td>
<td>908</td>
<td></td>
<td>Provide code information of all applicable requirements for Emergency Alarm Systems with code section cited.</td>
<td>NR</td>
<td>NR</td>
</tr>
<tr>
<td>24</td>
<td>Fire Department Connections</td>
<td>912</td>
<td></td>
<td>Identify Fire Department connections in accordance with NFPA applicable standard.</td>
<td>Existing building- 912.2.2 sign indicating location</td>
<td>Signage to be provided indicating requirements</td>
</tr>
<tr>
<td>25</td>
<td>Exits</td>
<td>1001.1 &amp; 2</td>
<td></td>
<td>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.</td>
<td>See Door Schedule</td>
<td>See Door Schedule</td>
</tr>
<tr>
<td>26</td>
<td>Occupant Load</td>
<td>1004 &amp; Table 1004.1.1</td>
<td></td>
<td>Identify the use/name of each room, dimensions of each room, and Occupant Loads per each room on the Building Plans.</td>
<td>See Building Plan</td>
<td>See Building Plan</td>
</tr>
<tr>
<td>27</td>
<td>Egress Width</td>
<td>1005</td>
<td></td>
<td>Provide egress widths &amp; cite applicable code section(s) and requirement(s) on the Building Plans.</td>
<td>No sprklr, M width=0.2in/occ Design occ load = 61</td>
<td>108&quot; Egress Width Provided</td>
</tr>
<tr>
<td>28</td>
<td>Accessible Means of Egress</td>
<td>1007.1</td>
<td></td>
<td>Provide accessible means of egress as per Section 1007 &amp; cite applicable code section(s) and requirement(s) on the Building Plans.</td>
<td>Provide 1 accessible means of egress</td>
<td>All routes/exits are accessible</td>
</tr>
</tbody>
</table>
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<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>29</td>
<td>Doors, Gates, and Turnstiles</td>
<td>1008</td>
<td></td>
<td>Means of egress doors shall meet the requirements of this section.</td>
<td>Doors min 32”. Max 48” leaf</td>
<td>All door leaves 36” wide</td>
</tr>
<tr>
<td>30</td>
<td>Interior Stairs</td>
<td>1009</td>
<td></td>
<td>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.</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>31</td>
<td>Ramps</td>
<td>1010.1</td>
<td></td>
<td>Identify the following information of each ramp, on the Building Plan(s): width; total vertical rise; length of ramp; and handrail height.</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>32</td>
<td>Common Path of Travel</td>
<td>1014.3</td>
<td></td>
<td>Identify on the Building Plan(s): the length of the &quot;Common Path of Travel&quot; per each room as per applicable building code requirements.</td>
<td>M/B: Max 75'</td>
<td>M/B: Max 58'</td>
</tr>
<tr>
<td>33</td>
<td>Exit Doorway Arrangement</td>
<td>1015</td>
<td></td>
<td>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.</td>
<td>M&amp;B: 2 exits req if occ load &gt;49</td>
<td>M&amp;B: design occ load 61 therefore 2 exits provided</td>
</tr>
<tr>
<td>34</td>
<td>Corridor Fire Rating</td>
<td>1017.1</td>
<td></td>
<td>Identify, on the Building Plan(s): all corridors with required fire resistance and the applicable fire rating.</td>
<td>See Building Plan</td>
<td>See Building Plan</td>
</tr>
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</table>
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<th>Required Code Value² /Allowed Code Value</th>
<th>Facility’s Actual Value³</th>
</tr>
</thead>
<tbody>
<tr>
<td>35</td>
<td>Corridor Width</td>
<td>1017.2</td>
<td></td>
<td>Identify on the Building Plan(s): the width of all corridors. Provide applicable code section(s) and requirement(s).</td>
<td>Min 44” required</td>
<td>Min 60” provided</td>
</tr>
<tr>
<td>36</td>
<td>Dead End Corridor</td>
<td>1017.3</td>
<td></td>
<td>Corridors shall not exceed the maximum dead end corridor length as per applicable code.</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>37</td>
<td>Number of Exits and Continuity</td>
<td>1019</td>
<td></td>
<td>Identify on the Building Plan(s): required number of exits, continuity and arrangement as per the applicable code requirements.</td>
<td>1-500 occ/story = min 2 exits/story</td>
<td>Design occ load =61 2 exits provided</td>
</tr>
<tr>
<td>38</td>
<td>Vertical Exit Enclosures</td>
<td>1020</td>
<td></td>
<td>Identify on the Building Plan(s): all applicable code requirements for each Vertical Exit Enclosure.</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>39</td>
<td>Exit Passageways</td>
<td>1021</td>
<td></td>
<td>Identify on the Building Plan(s): all applicable code requirements for each Exit Passageway.</td>
<td>Min 44” wide, 1 hr rated walls and 20 doors</td>
<td>Min 60” wide, 1 hr rated walls and 20 min doors</td>
</tr>
<tr>
<td>40</td>
<td>Horizontal Exits</td>
<td>1022</td>
<td></td>
<td>Identify on the Building Plan(s): all applicable code requirements for each Horizontal Exit.</td>
<td>NA</td>
<td>NA</td>
</tr>
</tbody>
</table>
## Appendix B – Architectural Program

<table>
<thead>
<tr>
<th>No.</th>
<th>Topic</th>
<th>NYS Building Code Section</th>
<th>Other Code¹ (as Stated Above) &amp; Section</th>
<th>Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)</th>
<th>Required Code Value² /Allowed Code Value</th>
<th>Facility’s Actual Value³</th>
</tr>
</thead>
<tbody>
<tr>
<td>41</td>
<td>Exterior Exit Ramps &amp; Stairways</td>
<td>1023</td>
<td></td>
<td>Identify on the Building Plan(s): all applicable code requirements for each exterior exit ramps and stairways.</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>42</td>
<td>Exit Discharge</td>
<td>1024</td>
<td></td>
<td>Identify on the Building Plan(s): all applicable code requirements for each Exit Discharge.</td>
<td>Same capacity as required exits</td>
<td>108” Exit Discharge provided at grade</td>
</tr>
<tr>
<td>43</td>
<td>Accessibility</td>
<td>1101.1 - 1110 &amp; ICC/A117, 1(03)</td>
<td></td>
<td>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.</td>
<td>See Building Plan</td>
<td>See Building Plan</td>
</tr>
<tr>
<td>44</td>
<td>Energy Conservation</td>
<td>2010 NYS ECCC &amp; IECC 2012</td>
<td></td>
<td>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).</td>
<td>Zone 6:Ceiling R49, Roof R38 attic, Wall R13+R7.5ci</td>
<td>Same and 7% storefront fenestration w/ U value= 0.45</td>
</tr>
<tr>
<td>45</td>
<td>Emergency &amp; Standby Power</td>
<td>2702.1</td>
<td></td>
<td>Identify emergency &amp; Standby Power locations and specifications of the system to be provided.</td>
<td>Emergency power to exit signs &amp; egress lights</td>
<td>Wall pack lights and Storage Batteries for exit signs</td>
</tr>
<tr>
<td>46</td>
<td>Smoke Control Systems</td>
<td>2702.2.2 909.11</td>
<td></td>
<td>Identify the Standby power for smoke control systems in accordance with Section 909.11 of NYS Building Code.</td>
<td>NA</td>
<td>NA</td>
</tr>
</tbody>
</table>
## Appendix B – Architectural Program

<table>
<thead>
<tr>
<th>No.</th>
<th>Topic</th>
<th>NYS Building Code Section</th>
<th>Other Code¹ (as Stated Above) &amp; Section</th>
<th>Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)</th>
<th>Required Code Value² /Allowed Code Value</th>
<th>Facility’s Actual Value³</th>
</tr>
</thead>
<tbody>
<tr>
<td>47</td>
<td>Plumbing Fixture Count</td>
<td>2902.1</td>
<td></td>
<td>Identify on the Building Plan(s): the minimum plumbing facilities as per applicable plumbing code(s).</td>
<td>See Building Plan</td>
<td>See Building Plan</td>
</tr>
<tr>
<td>48</td>
<td>Available Street Water Pressure</td>
<td></td>
<td></td>
<td>Provide the available street or well water pressure.</td>
<td></td>
<td>90 psi</td>
</tr>
<tr>
<td>49</td>
<td>Fire Apparatus Access Road</td>
<td>FC503.1</td>
<td></td>
<td>Identify on the Site Plan: Fire Apparatus Road, Fire Lane and other Fire Service requirements per applicable Building and Fire Codes.</td>
<td>w/in 150' of building, 20' wide</td>
<td>Provided See Site Plan</td>
</tr>
</tbody>
</table>
1. Project Approval: 1 day, Start: Wed 7/2/15, Finish: Wed 7/2/15
2. Town Board Approval: 30 days, Start: Thu 7/2/15, Finish: Thu 8/13/15
3. Planning Board Approval: 30 days, Start: Thu 7/2/15, Finish: Thu 8/13/15
4. Zoning Board of Appeals Approval: 0 days, Start: Thu 7/2/15, Finish: Thu 7/2/15
5. Preparation of Construction Documents: 45 days, Start: Thu 7/2/15, Finish: Thu 9/3/15
6. Building Permit: 35 days, Start: Thu 7/2/15, Finish: Thu 8/20/15
7. Bidding Phase: 5 days, Start: Fri 8/14/15, Finish: Thu 8/20/15
8. Contract Award Phase Per Each Contractor: 80 days, Start: Fri 8/11/15, Finish: Mon 12/14/15
9. GC: 80 days, Start: Fri 8/21/15, Finish: Mon 12/14/15
10. Site: 80 days, Start: Fri 8/21/15, Finish: Mon 12/14/15
11. Mechanical: 80 days, Start: Fri 8/21/15, Finish: Mon 12/14/15
12. Electrical: 80 days, Start: Fri 8/21/15, Finish: Mon 12/14/15
14. Pluming: 80 days, Start: Fri 8/21/15, Finish: Mon 12/14/15
15. Fire Protection: 80 days, Start: Fri 8/21/15, Finish: Mon 12/14/15
16. Construction Phase: 60 days, Start: Mon 9/21/15, Finish: Mon 12/14/15

Notes: We have reviewed the proposed site's zoning requirements and at this point do not anticipate any need for zoning changes.
Redacted pursuant to N.Y. Public Officers Law, Art. 6
Attachment H: Security Plan of Proposed Manufacturing and Dispensing Facilities

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.”
Security Protocols

Purpose

To establish Security Standard Operating Procedures (SOPs) for Far(m)ed and place into
effect all controls required to safeguard employees, visitors and medical marijuana
products located at the five Far(m)ed locations:

Cultivation Center: 683 Lake Street, Wilson, NY 14172
Dispensary Site: 6704 Transit Road, East Amherst, NY 14051
Dispensary Site: 2199 E. Henrietta Rd, Henrietta, NY 14623
Dispensary Site: 330 Northern Lights Plaza, North Syracuse, NY 13212
Dispensary Site: 1435 Upper Front St., Binghamton, NY 13901

This effort is in accordance with local and state regulations and will provide special
security measures to ensure Far(m)ed is in full compliance with New York’s guidelines set
out in the requirements of article 33 of the New York Public Health Law. This protocol shall
comply with the New York Medical Marijuana regulations request to submit detailed floor
plans indicating the activities performed in each area (physical and cyber) consistent with
the requirements of section 1004.13 of this part1.

1 10004.5 Application for initial registration as a registration organization

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Attachment H: Security Plan

Cultivation Center

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Dispensary Locations

6704 Transit Road, Cheektowaga, New York 14221

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2199 East Henrietta Road, Henrietta, New York 14623

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330 Northern Lights Plaza, North Syracuse, New York 13212

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1435 Upper Front Street Binghamton, New York 13901

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All material on this page contain trade secrets that are exempt from disclosure under the Freedom of Information Law (FOIL) contained in Article 6 of the Public Officers Law.
Attachment I: Most Recent Financial Statement of the Applicant

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.”
If the Company is approved by New York State Department of Health to be registered as a Registered Organization, it is anticipated that the Company will continue to be funded exclusively on the basis of capital contributions made by its current members from the sources of income and capital that are respectively available to them. Although the current expectation is for the Company’s business operations to be fully funded by its members, the Company may, from time to time, evaluate opportunities to secure one or more additional sources of working capital to supplement or replace its existing sources of funding. Such additional sources of capital may include without limitation, obtaining one or more rounds of equity investment from investors and/or obtaining loans from one or more sources of debt capital.
Attachment I: Most Recent Financial Statement of the Applicant

FARMED NEW YORK, LLC
FINANCIAL STATEMENTS
FORTY TWO DAYS ENDED MAY 29, 2015

Bruce M. Zgoda
Certified Public Accountant
Clarence, New York
Attachment I: Most Recent Financial Statement of the Applicant

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INDEPENDENT ACCOUNTANTS’ REVIEW REPORT .............................................. 2

FINANCIAL STATEMENTS

Balance Sheet ...................................................................................... 3
Statement of Income and Members’ Equity .................................................. 4
Notes to Financial Statements ................................................................. 5

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INDEPENDENT ACCOUNTANTS’ REVIEW REPORT

To the Members
Farmed New York, LLC
Cheektowaga, New York

We have reviewed the accompanying balance sheet of Farmed New York, LLC as of May 29, 2015 and the related statement of income and members’ equity for the forty two days then ended. A review includes primarily applying analytical procedures to management’s financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with the accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the review in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. Those standards require us to perform procedures to obtain limited assurance that there are no material modifications that should be made to the financial statements. We believe that the results of our procedures provide a reasonable basis for our report.

Based on our review, with the exceptions noted in the following paragraph, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with the accounting principles generally accepted in the United States of America.

Accounting principles generally accepted in the United States of America require that property and equipment be depreciated over their estimated useful lives. The Company intends to record depreciation in accordance with income tax methods required for federal income tax purposes which does not allocate depreciation over the estimated useful lives of the assets. The effect of this departure on the financial statements has not been determined.

A statement of cash flows for the forty two days ended May 29, 2015 has not been presented. Accounting principles generally accepted in the United States of America require that such a statement be presented when the financial statements purport to present financial position and results of operation.

[Signature]

May 29, 2015
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Attachment I: Most Recent Financial Statement of the Applicant

Farmed New York, LLC
Balance Sheet
See Independent Accountants’ Review Report
May 29, 2015

**ASSETS**

<table>
<thead>
<tr>
<th>Current Assets</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash</td>
<td>$12,964</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fixed Assets</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Organizational Costs</td>
<td>29,998</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Other Assets</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Deposits</td>
<td>235,480</td>
</tr>
</tbody>
</table>

Total Assets $278,432

**LIABILITIES AND MEMBERS’ EQUITY**

| Members’ Equity - No par value, 100 Units authorized, 100 Units issued and outstanding | $278,432 |

Total Liabilities and Members’ Equity $278,432

The accompanying notes are an integral part of this statement.
Farmed New York, LLC  
Statement of Income and Members' Equity  
See Independent Accountants' Review Report  
Forty Two Days ended May 29, 2015

<table>
<thead>
<tr>
<th>Operating Expenses</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Licenses &amp; Permits</td>
<td>$200</td>
</tr>
<tr>
<td>Office Supplies</td>
<td>168</td>
</tr>
<tr>
<td><strong>Total Operating Expenses</strong></td>
<td><strong>368</strong></td>
</tr>
<tr>
<td>Income/(Loss) from Operations</td>
<td>(368)</td>
</tr>
<tr>
<td>Members' Equity, April 17, 2015</td>
<td>0</td>
</tr>
<tr>
<td>Members' Contributions</td>
<td>278,800</td>
</tr>
<tr>
<td>Members' Equity, May 29, 2015</td>
<td>$278,432</td>
</tr>
</tbody>
</table>

The accompanying notes are an integral part of this statement

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Attachment I: Most Recent Financial Statement of the Applicant

Farmed New York, LLC
Notes to Financial Statements
See Independent Accountants’ Review Report
May 29, 2015

1. Summary of Significant Accounting Policies

Date of Management’s Compilation

Management has evaluated subsequent events through May 29, 2015, the date on which the financial statements were available to be issued.

Income Taxes

The Company is a Limited Liability Company. It was formed on April 17, 2015. For tax purposes it is treated as a partnership. Members are taxed individually on their share of the partnership earnings. Partnership net income is allocated equally to the members after allowing for guaranteed payments to members.

This is an interim financial statement and the New York State filing fee has not been prorated.

Any penalty or interest is expensed when assessed.

Nature of Operations

The Company intends to acquire, possess, manufacture, sell, deliver, transport, distribute and/or dispense marijuana for certified medical use.

Cash and Cash Equivalents

For the purpose of the financial statements, the company considers all cash held in operating accounts, savings and C/D’s with less than a three month maturity to be cash and cash equivalents.

Basis of Accounting

These financial statements are interim financial statements for forty two days from the inception (April 17, 2015) of the limited liability company through May 29, 2015.

The Company maintains its records on the accrual basis.

Depreciation

Property and equipment are stated at cost. Expenditures for maintenance and repairs are charged against operations. Renewals and betterments that materially extend the life of the assets are capitalized.

The Company uses income tax depreciation methods (the modified accelerated cost recovery system with 5 - 7 year lives) instead of useful lives.

Organizational costs are amortized over 5 years using the straight line method.

Use of Estimates

Management uses estimates and assumptions in preparing financial statements. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reporting of revenues and expenses. Actual results could differ from those estimates.
Attachment I: Most Recent Financial Statement of the Applicant

Farmed New York, LLC  
Notes to Financial Statements  
See Independent Accountants’ Review Report  
May 29, 2015

2. Rent

The Company signed a lease agreement with Lawta Properties, LLC for a ten year lease commencing on January 1, 2016 and expiring on December 31, 2025, with two additional 5 year options. The monthly rent expense is $17,916.

Minimum lease payments due over the next five years are as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016</td>
<td>$214,992</td>
</tr>
<tr>
<td>2017</td>
<td>214,992</td>
</tr>
<tr>
<td>2018</td>
<td>214,992</td>
</tr>
<tr>
<td>2019</td>
<td>214,992</td>
</tr>
<tr>
<td>2020</td>
<td>214,992</td>
</tr>
</tbody>
</table>

3. Deposits

The Company’s deposits and future obligations are as follows as of May 29, 2015:

- **Geckodesigns**, - 50% deposit due for development of a website. Balance of $7,980 due within 10 days of completion of work.  
  Deposit: $7,980

- **Jason Klein, PLLC** - Retainer paid in full for legal consulting fee plus any out of pocket expenses. Work has not been completed.  
  Deposit: $100,000

- **GMC & Associates, LLC** - 50% due for deposit on consulting. Balance of $30,500 due upon completion and submission of application.  
  Deposit: $30,500

- **Good Meds** - Deposit required for consulting and travel expenses. Balance of $135,000 is due upon completion of work.  
  Deposit: $97,000

  Total Deposits: $235,480

The categorization of the above costs will be determined upon completion of the services.

4. Other Future Obligations

The Company has signed a contract with Patricia Lynch Associates, Inc. for consulting services. It is a $60,000 contract with $10,000 due per month. As of May 29, 2016, $20,000 has been paid and work completed. It has been categorized as Organizational Costs on the Balance Sheet and will be amortized over 5 years. The balance of $40,000 is due monthly upon completion of the work, beginning June 2015.
5. Uncertain Tax Positions

There are no open tax years for Federal and State audit inquiries. Management has determined that the Companies do not have any uncertain tax positions and associated unrecognized benefits or liabilities that materially impact the financial statements or related disclosures. Since tax matters are subject to some degree of uncertainty, there can be no assurance that the Companies' tax returns will not be challenged by the taxing authorities and that the Companies will not be subject to additional tax, penalties and interest as a result of such challenge. Generally, the Company's tax returns remain open for three years for Federal and State income tax examination. The Company is currently not subject to any audit inquiries.

6. Off-Balance Sheet Risk and Concentrations of Risk

The Financial Accounting Standards Board issued a Statement of Financial Accounting Standards No. 107 (as amended), Disclosures of Information about Financial Instruments with Off-Balance Sheet Risk and Financial Instruments with Concentrations of Credit Risk. The pronouncement requires disclosure of information about financial instruments for which risk could exceed amounts reflected in the financial statements and information about significant geographic, industry or other concentrations of credit risk for financial instruments. Thus, as of May 29, 2015, management believes there is currently no concentration of credit risk.

The Company maintains business accounts at M & T Bank which is secured by the Federal Deposit Insurance Corporation up to $250,000. At May 29, 2015, the Company's cash balance is secure.
Attachment I: Most Recent Financial Statement of the Applicant

AMARJIT S. ATWAL
FINANCIAL STATEMENTS
DECEMBER 31, 2014

Bruce M. Zgoda
Certified Public Accountant
Clarence, New York

Material on this page contains information that, if disclosed, would constitute an unwarranted invasion of personal privacy and is exempt from disclosure under the Freedom of Information Law (FOIL) contained in Article 6 of the Public Officers Law.
Attachment I: Most Recent Financial Statement of the Applicant

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INDEPENDENT ACCOUNTANTS' COMPILATION REPORT

Amarjit S. Atwal

We have compiled the accompanying statement of financial condition of Amarjit S. Atwal as of December 31, 2014. We have not audited or reviewed the accompanying financial statement and, accordingly, do not express an opinion or provide any assurance about whether the financial statement is in accordance with accounting principles generally accepted in the United States of America.

Amarjit Atwal is responsible for the preparation and fair presentation of the financial statement in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statement.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist Amarjit Atwal in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statement. During our compilation, we did become aware of a departure from accounting principles generally accepted in the United States of America that is described in the following paragraph.

Accounting principles generally accepted in the United States of America for personal financial statements require that a provision for estimated income taxes on the differences between the estimated current values of assets and the estimated current amounts of liabilities and their tax basis. Amarjit Atwal has informed us that the accompanying statement of financial condition does not include such a provision. The effect of this departure on the financial statement has not been determined.

June 1, 2015

[Signature]

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Attachment I: Most Recent Financial Statement of the Applicant
Redacted pursuant to N.Y. Public Officers Law, Art. 6

The accompanying notes are an integral part of this statement.

Material on this page contains information that, if disclosed, would constitute an unwarranted invasion of personal privacy and is exempt from disclosure under the Freedom of Information Law (FOIL) contained in Article 6 of the Public Officers Law.
Attachment I: Most Recent Financial Statement of the Applicant
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Attachment I: Most Recent Financial Statement of the Applicant

EPHRAIM ATWAL
FINANCIAL STATEMENTS
DECEMBER 31, 2014

Bruce M. Zgoda
Certified Public Accountant
Clarence, New York

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Attachment I: Most Recent Financial Statement of the Applicant

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INDEPENDENT ACCOUNTANTS’ COMPILATION REPORT

Ephraim Atwal

We have compiled the accompanying statement of financial condition of Ephraim Atwal as of December 31, 2014. We have not audited or reviewed the accompanying financial statement and, accordingly, do not express an opinion or provide any assurance about whether the financial statement is in accordance with accounting principles generally accepted in the United States of America.

Ephraim Atwal is responsible for the preparation and fair presentation of the financial statement in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statement.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist Ephraim Atwal in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statement. During our compilation, we did become aware of a departure from accounting principles generally accepted in the United States of America that is described in the following paragraph.

Accounting principles generally accepted in the United States of America for personal financial statements require that a provision for estimated income taxes on the differences between the estimated current values of assets and the estimated current amounts of liabilities and their tax basis. Ephraim Atwal has informed us that the accompanying statement of financial condition does not include such a provision. The effect of this departure on the financial statement has not been determined.

 Bruce M. Zgoda, CPA

June 1, 2015
Attachment I: Most Recent Financial Statement of the Applicant
Redacted pursuant to N.Y. Public Officers Law, Art. 6

The accompanying notes are an integral part of this statement.
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Attachment K: Proof of Internet Connectivity

92. The applicant has attached proof from the local internet service provider(s) that all of the applicant’s manufacturing and dispensing facilities are located in an area with internet connectivity and labeled this attachment as “Attachment K.” Internet connectivity will be required to support the use of a Seed-to-Sale Solution approved by the Department to record the registered organization’s permitted activities.
To Whom It May Concern;

Please be advised that at the following addresses we will be providing or have provided internet connection:

- 683 Lake St Wilson NY 14172
- 330 Northern Lights Dr North Syracuse NY 13212
- 1435 Upper Front Binghamton NY 13901
- 2199 E Henrietta Rd Rochester NY 14623
- 6035 Transit Rd East Amherst NY 14051

Please let me know if there are any questions and/or concerns.

Thank you!!

**Ann-Lynn Nelson**
*Account Manager 1 Proactive-East Region*
Time Warner Cable Business Class
3179 Erie Blvd E
Suite 230
Syracuse, NY 13214
*ann-lynn.nelson@twcable.com*
Phone: 315-883-5731
Fax: 315-433-5095
Tech Support: 1-877-636-3278
www.twc.com/Business
Service Agreement

This Time Warner Cable Business Class Service Agreement ("Service Agreement") in addition to the Time Warner Cable Business Class Terms and Conditions ("Terms and Conditions") and any Time Warner Cable Business Class Service Orders (each, a "Service Order"), constitute the Master Agreement by and between customer identified below ("Customer") and Time Warner Cable ("TWC" or "Operator") and is effective as of the date last signed below.

Time Warner Cable Information

Time Warner Cable Enterprises LLC
Street: 3179 Erie Blvd E
City: Syracuse
State: NY
Zip Code: 13214
Contact: Ann-Lynn Nelson
Telephone: (315) 883-5731
Facsimile: (315) 433-5095

Customer Information

CustomerName (Exact Legal Name):
Farned New York LLC

Billing Address: 683 Lake St
Suite: 
City: Wilson
State: NY
Zip Code: 14172
Billing Contact Name: 
David Kozak
Phone: (716) 896-8831
E-mail: davidk@twvalec.com

Authorized Contact Name: 
David Kozak
Phone: (716) 896-8831
E-mail: davidk@twvalec.com

Agreement

THIS SERVICE AGREEMENT HEREBY INCORPORATES BY REFERENCE THE TERMS AND CONDITIONS (AVAILABLE AT WWW.TWCBC.COM/LEGAL), A COPY OF WHICH WILL BE PROVIDED TO CUSTOMER UPON REQUEST. BY EXECUTING THIS SERVICE AGREEMENT BELOW, CUSTOMER ACKNOWLEDGES THAT: (1) CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS, INCLUDING SECTION 21 THEREOF, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE DISPUTES RELATING TO THE TIME WARNER CABLE BUSINESS CLASS SERVICES AGREEMENT THROUGH ARBITRATION; AND (2) BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP VARIOUS RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY.

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

Electronic Signature Disclosure

Authorized Signature for 
Time Warner Cable Enterprises LLC
By: Ann-Lynn Nelson
Name (printed): Ann-Lynn Nelson
Title: Account Manager
Date: May 27, 2015
Authorized Signature for Customer
By: Ephraim S. Atwal, MD
Name (printed): Ephraim S. Atwal, MD
Title: Manager
Date: May 27, 2015

Ephraim S. Atwal, MD
E-signed 2015-05-27 03:55PM EDT
davidk@twvalec.com
Manager

Ann-Lynn Nelson
E-signed 2015-05-27 03:57PM EDT
ann-lynn.nelson@twcable.com
Account Manager

Adobe Document Cloud Transaction Number: XNUPHJS2F680X3
Attachment K: Proof of Internet Connectivity

Special Terms

Electronic Signature Disclosure
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Authorized Signature for Time Warner Cable Enterprises LLC
Printed Name and Title
Date Signed

Authorized Signature for Customer
Printed Name and Title
Date Signed

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### New and Revised Services and Monthly Charges At 683 Lake St, Wilson NY 14172

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Sales Price</th>
<th>Monthly Recurring Total</th>
<th>Contract Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>High Speed Data 15Mx2M</td>
<td>1</td>
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<td>$159.99</td>
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<td></td>
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</tbody>
</table>

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<table>
<thead>
<tr>
<th>Business Name</th>
<th>Farmed New York LLC</th>
<th>Customer Type: Tax Exempt Certificate #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal Tax ID</td>
<td>Tax Exempt Status</td>
<td></td>
</tr>
<tr>
<td>Billing Address</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Attention To:</td>
<td></td>
<td>Account Number</td>
</tr>
<tr>
<td>683 Lake St Wilson NY 14172</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Billing Contact</td>
<td></td>
<td></td>
</tr>
<tr>
<td>David Korzak</td>
<td>(716) 896-8831</td>
<td><a href="mailto:davidk@atwalec.com">davidk@atwalec.com</a></td>
</tr>
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</tr>
<tr>
<td>Technical Contact</td>
<td>Technical Contact</td>
<td>Technical Contact Email Address</td>
</tr>
<tr>
<td></td>
<td>Phone</td>
<td></td>
</tr>
</tbody>
</table>

Internet and Video Order Information For 683 Lake St Wilson NY 14172

Service Type

High Speed Internet (HSD)
<table>
<thead>
<tr>
<th>Business Name</th>
<th>Farming New York LLC</th>
<th>Customer Type:</th>
</tr>
</thead>
<tbody>
<tr>
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<tr>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

**Internet and Video Order Information For 6704 Transit Rd Buffalo NY 14221**

<table>
<thead>
<tr>
<th>Service Type</th>
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</thead>
<tbody>
<tr>
<td>High Speed Internet (HSD)</td>
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**Internet and Video Order Information For 1435 Upper Front St Binghamton NY 13901**

<table>
<thead>
<tr>
<th>Service Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>High Speed Internet (HSD)</td>
</tr>
</tbody>
</table>
## Internet and Video Order Information

**2199 E Henrietta Rd, Rochester NY 14623**

### Service Type

- **High Speed Internet (HSD)**

### Dedicated Internet, Metro Ethernet, and Private Line Service

**Order Information For 330 Northern Lights Dr, North Syracuse NY 13212**

<table>
<thead>
<tr>
<th>Site Name</th>
<th>Address Location</th>
<th>Location Type</th>
<th>Bandwidth</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>330 Northern Lights Dr, North Syracuse, NY 13212</td>
<td></td>
<td></td>
</tr>
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</table>

### New and Revised Services and Monthly Charges

**At 330 Northern Lights Dr, North Syracuse NY 13212**

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Sales Price</th>
<th>Monthly Recurring Total</th>
<th>Contract Term</th>
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</thead>
<tbody>
<tr>
<td>1 Static IP</td>
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<td>$20.00</td>
<td>$20.00</td>
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<tr>
<td>Dedicated Internet Access 10M</td>
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<td>$600.00</td>
<td>36 Months</td>
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<tr>
<td><strong>Total</strong></td>
<td></td>
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---

**Ephraim Atwal md**
E-signed 2015-06-01 04:38PM EDT
davidk@atwalec.com
MANGER

**Ann-Lynn Nelson**
E-signed 2015-06-01 04:40PM EDT
ann-lynn.nelson@twcable.com
Account Manager
### Attachment K: Proof of Internet Connectivity

#### One Time fees At 2199 E Henrietta Rd, Rochester NY 14623

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<th>Description</th>
<th>Quantity</th>
<th>Sales Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACCOUNT SETUP FEE - DEDICATED ACCESS</td>
<td>1</td>
<td>$500.00</td>
<td>$500.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td><strong>$500.00</strong></td>
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</tbody>
</table>

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Ephraim Atwal md
E-signed 2015-06-01 04:38PM EDT
davidk@atwalec.com
Manager

Ann-Lynn Nelson
E-signed 2015-06-01 04:40PM EDT
ann-lynn.nelson@twcable.com
Account Manager
Attachment K: Proof of Internet Connectivity

Service Agreement

This Time Warner Cable Business Class Service Agreement ("Service Agreement") in addition to the Time Warner Cable Business Class Terms and Conditions ("Terms and Conditions") and any Time Warner Cable Business Class Service Orders (each, a "Service Order"), constitute the Master Agreement by and between customer identified below ("Customer") and Time Warner Cable ("TWC" or "Operator") and is effective as of the date last signed below.

Time Warner Cable Information

Time Warner Cable Enterprises LLC
Street: 3179 Erie Blvd E
City: Syracuse
State: NY
Zip Code: 13214
Contact: Ann-Lynn Nelson
Telephone: (315) 883-5731
Facsimile: (315) 433-5095

Customer Information

Customer Name (Exact Legal Name): Farmed New York LLC

Billing Address: Suite: City: State: Zip Code:
683 Lake St Wilson NY 14172

Billing Contact Name: E-mail:
David Kozak davidk@atwalec.com

Authorized Contact Name: E-mail:
David Kozak davidk@atwalec.com

Phone: (716) 896-8831

Agreement

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Electronic Signature Disclosure

Authorized Signature for Time Warner Cable Enterprises LLC

By: Ann-Lynn Nelson
Name (printed): Ann-Lynn Nelson
Title: Account Manager
Date: Jun 1, 2015

Authorized Signature for Customer

By: Ephraim Atwal md
Name (printed): Ephraim Atwal md
Title: MANGER
Date: Jun 1, 2015

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MANGER

Ann-Lynn Nelson
E-signed 2015-06-01 04:40PM EDT
ann-lynn.nelson@twcable.com
Account Manager
Attachment L: Timeline

93. The applicant has attached a timeline demonstrating the estimated timeframe from growing marijuana to production of a final approved product, and labeled this attachment as “Attachment L.”
Far(m)ed Operations Timeline

<table>
<thead>
<tr>
<th>Pre-Licensure</th>
<th>Designed completed, plans submitted</th>
</tr>
</thead>
<tbody>
<tr>
<td>Licensure</td>
<td>Permits awarded, construction begins, employee hiring</td>
</tr>
<tr>
<td>Month 1 (post-licensure)</td>
<td>Phase 1 Employee Hiring, Employees training</td>
</tr>
<tr>
<td>Month 2 (post-licensure)</td>
<td>TCO awarded on Veg Room, Veg Process Begins</td>
</tr>
<tr>
<td>Month 3 (post-licensure)</td>
<td>CO awarded</td>
</tr>
<tr>
<td>Month 4 (post-licensure)</td>
<td>Flowering stage begins, Veg room reset</td>
</tr>
<tr>
<td>Month 5 (post-licensure)</td>
<td>Phase 2 Employee Hiring</td>
</tr>
<tr>
<td>Month 6 (post-licensure)</td>
<td>Phase 3 Employee Hiring, Harvesting, processing, packaging, delivery</td>
</tr>
</tbody>
</table>

Pre-Licensure (Now)
(Design is completed; Plans Submitted)

Included in Far(m)ed’s comprehensive application to the Department of Health is a complete set of architectural, MEP and structural engineering drawings. While the drawings are required as part of the application submission, they also serve as a springboard for Far(m)ed to seamlessly transition from the pre-licensure phase to the building phase for its proposed cultivation facility and retail centers.

Submitting all the required drawings to the appropriate jurisdictions prior to licensure, will allow for the Department of Health application review and the various Building Departments to happen simultaneously. Furthermore, Far(m)ed will begin to bid out the construction job(s) to competitive General Contractors. Far(m)ed understands that submitting these plans prior to a license award includes variable financial risk and is prepared to undertake said risk to ensure all necessary cultivation and retail deadlines are met.

Far(m)ed will begin its hiring process for all positions at the cultivation facility.

Post-Licensure (Months 1-3)
(Permits awarded; Construction begins; Temporary Certificate of Occupancy in 60 days – Vegetative process begins; Certificate of Occupancy in 30 days – Flowering process begins)

Assuming Far(m)ed is awarded a license from the New York Department of Health, pursuit of a Certificate of Occupancy (CO) for both the cultivation and retail properties will begin in earnest. With building permits presumably in hand, Far(m)ed anticipates a three month construction timeline on its cultivation facility, specifically targeting a temporary Certificate of Occupancy (TCO) for the vegetative areas of the cultivation facility. Under the TCO, Far(m)ed will begin propagating its genetics. Additionally, simultaneous construction of each of the four
corresponding retail centers will be underway with a goal to complete all locations in 2-3 months.

Far(m)ed will begin its employee training process in immediately following the hiring process in month one. While advanced training in horticulture is a lengthy pursuit, basic medical marijuana cultivation principles can be learned from an expert in two months; including on – the-job training.

**Certificate of Occupancy Awarded and Flowering of Medical Marijuana Begins (Months 4-5)**
(Flowing specifically selected strains of medical marijuana in 56 days)

Upon the award of a CO from the local building department, Far(m)ed will immediately begin the flowering phase of its Cultivation operation. Through proven marijuana cultivation methodology, Far(m)ed will transition its genetics from their vegetative state into their designated room to undergo an eight-week flowering cycle. Far(m)ed has ensured that each particular genetic strain utilized on its first cultivation cycle will fully mature and be completely ready to harvest at 56 days or less.

**Harvesting, Drying and Processing (Month 6)**
(Harvesting, processing, packaging, quality control and delivery in 7 days and continuing through 30 days; Garden cycle reset)

Far(m)ed is committed to the highest standards of drying and curing its medical marijuana in preparation for extraction, however, it also maintains the knowledge and ability to process ‘live’ plants. While extracting from fresh plants is not the most efficient method of processing but it will allow to expedite the time frame by an entire week and will produce a popular, terpene rich oil known as ‘live resin’. Concurrently, to processing, packaging and delivering a select batch of plants for live resin oil, Far(m)ed will cure the remaining harvest group and continue processing ‘cured’ marijuana for standard oil extractions. Oil will continue to be processed, packaged and delivered throughout month six of licensure.
Attachment M: Statement of Ability to Comply with All Applicable State and Local Laws Relating to Activities

94. The applicant has attached a statement and/or documentation showing that the applicant is able to comply with all applicable state and local laws and regulations relating to the activities in which it intends to engage under the registration, pursuant to 10 NYCRR § 1004.5(b)(8), and labeled this attachment as “Attachment M.”
AFFIDAVIT OF AMAR ATWAL

This Affidavit is submitted in support of my application for medical marijuana licensure in the State of New York.

I, Dr. Amar Atwal M.D., first being duly sworn, depose and say the following under the penalty of perjury:

1. I am willing and able to comply with all applicable state and local laws and regulations pertaining to the activities set forth in my application for medical marijuana licensure in New York State.

FURTHER THE AFFIANT SAYETH NOT.

DATED: June 3, 2015

By: Amar Atwal

Subscribed and sworn to before me this 3 day of June, 2015.

Notary Public
My commission expires 4/17/18

ELAINE T. RENOUFF
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ERIE COUNTY
My Commission Expires April 17, 2018
AFFIDAVIT OF EPHRAIM ATWAL

This Affidavit is submitted in support of my application for medical marijuana licensure in the State of New York.

I, Dr. Ephraim Atwal M.D., first being duly sworn, depose and say the following under the penalty of perjury:

1. I am willing and able to comply with all applicable state and local laws and regulations pertaining to the activities set forth in my application for medical marijuana licensure in New York State.

FURTHER THE AFFIANT SAYETH NOT.

DATED: June 30, 2015

By: Ephraim Atwal M.D.

Subscribed and sworn to before me this 3 day of June, 2015.

Notary Public
My commission expires 4/17/18.

JANE T. RENOUF
Notary Public, State of New York
Commission Expires April 17, 2018
Attachment N: Patient and Physician Outreach Plan

Patient and Physician Education Plan Introduction

Redacted pursuant to N.Y. Public Officers Law, Art. 6
Attachment N: Patient and Physician Outreach Plan

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

Material designated on this page contains trade secrets that are exempt from disclosure under the Freedom of Information Law (FOIL) contained in Article 6 of the Public Officers Law.
Attachment N: Patient and Physician Outreach Plan

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