Application & Criteria

RO Application
DOH-5138
Medical Marihuana

NEW YORK STATE | Department of Health

Medical Marijuana Program
Application for Registration as a Registered Organization

Section A: Business Entity Information

1. Business Name: LabCare, Inc.

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

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

4. Phone: 855-934-3837

5. Fax: 866-753-4277

6. Email: DrKathy@NYSLabCare.com

7. Business Address: 2655 Millersport Hwy, 972

8. City: Getzville

9. State: NY

10. ZIP Code: 14068

11. Mailing Address (if different than Business Address): 31 Clearwater Drive

12. City: Amherst

13. State: NY

14. ZIP Code: 14228

Section B: Primary Contact Information

15. Name: Kathleen M. Casacci

16. Title: Dr.

17. Phone: 716-863-8147

18. Fax:

19. Email: drkathy@NYSLabCare.com

20. Mailing Address: 31 Clearwater Drive

21. City: Amherst

22. State: NY

23. ZIP Code: 14228

Section C: Proposed Manufacturing Facility Information

24. Proposed Facility Name: LabCare, Inc.

25. Proposed Facility Address: 2080 Military Road

26. City: Tonawanda

27. State: **NY**

28. ZIP Code: 14150

29. County:
Erie

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

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

31. Proposed Hours of Operation:

Monday:	8 to 5	Friday:	8 to 5
Tuesday:	8 to 5	Saturday:	12 to 5
Wednesday:	8 to 5	Sunday:	to
Thursday:	8 to 5		

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

32. Proposed Facility Name:		
33. Proposed Facility Address:		
34. City:	35. State: **NY**	36. ZIP Code:
37. County:	38. Property Status (choose one): ☐ 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	Friday:	to
Tuesday:	to	Saturday:	to
Wednesday:	to	Sunday:	to
Thursday:	to		

Section D: Proposed Dispensing Facility #1 Information

40. Proposed Facility Name: LabCare Erie County Dispensary		
41. Proposed Facility Address: 35 Crosspoint Drive		
42. City: Amherst	43. State: **NY**	44. ZIP Code: 14068
45. County: Erie	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:	9 to 9	Friday:	9 to 9
Tuesday:	9 to 9	Saturday:	12 to 6
Wednesday:	9 to 9	Sunday:	12 to 6
Thursday:	9 to 9		

Section E: Proposed Dispensing Facility #2 Information

48. Proposed Facility Name: LabCare Rochester Facility		
49. Proposed Facility Address: 14 Courtney Drive		
50. City: Fairport	51. State: **NY**	52. ZIP Code: 14450
53. County: Monroe	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.**	

55. Proposed Hours of Operation:

Monday:	9 to 9	Friday:	9 to 9
Tuesday:	9 to 9	Saturday:	12 to 6
Wednesday:	9 to 9	Sunday:	12 to 6
Thursday:	9 to 9		

Section F: Proposed Dispensing Facility #3 Information

56. Proposed Facility Name: LabCare Rome Dispensary

57. Proposed Facility Address: 200 Dominick Street West

58. City: Rome	59. State: **NY**	60. ZIP Code: 13440

61. County: Oneida

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

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

63. Proposed Hours of Operation:

Monday:	9 to 9	Friday:	9 to 9
Tuesday:	9 to 9	Saturday:	12 to 6
Wednesday:	9 to 9	Sunday:	12 to 6
Thursday:	9 to 9		

Section G: Proposed Dispensing Facility #4 Information

64. Proposed Facility Name: LabCare Syracuse Dispensary

65. Proposed Facility Address: 416 Grant Blvd.

66. City: Syracuse	67. State: **NY**	68. ZIP Code: 13206

69. County: Onondaga

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

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

71. Proposed Hours of Operation:

Monday:	9 to 9	Friday:	9 to 9
Tuesday:	9 to 9	Saturday:	12 to 6
Wednesday:	9 to 9	Sunday:	12 to 6
Thursday:	9 to 9		

Section H: Legal Disclosures

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

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

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

OR

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

☐ **Yes** ☑ **No**

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

74.

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

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

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

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

75. Has construction, lease, rental, or purchase of the manufacturing facility been completed? ☑ **Yes** ☐ **No**

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

76. Has construction, lease, rental, or purchase of the dispensing facilities been completed? ☑ **Yes** ☐ **No**

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

Section I: Required Attachments

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

77. ☑ The applicant has enclosed a non-refundable application fee in the amount of $10,000.
Applications received without the $10,000 application fee will not be considered.

78. ☑ The applicant has enclosed a conditionally refundable registration fee in the amount of $200,000.
Applications received without the $200,000 registration fee will not be considered.
The $200,000 registration fee will be refunded to applicants that are not selected as registered organizations.

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

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

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

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

83. ☑ The applicant has attached an operating plan that includes a detailed description of the applicant's manufacturing processes, transporting, distributing, sale and dispensing policies or procedures, and contains the components set forth in 10 NYCRR § 1004.5(b)(4), and labeled the operating plan as "**Attachment D – Operating Plan**" with the information clearly labeled and divided into the following sections:

    Section 1 - Manufacturing (§ 1004.5(b)(4))
    Section 2 - Transport and Distribution (§ 1004.5(b)(4))
    Section 3 - Dispensing and Sale (§ 1004.5(b)(4))
    Section 4 - Devices (§ 1004.5(b)(4)(i))
    Section 5 - Security and Control (§ 1004.5(b)(4)(ii))
    Section 6 - Standard Operating Procedure (§ 1004.5(b)(4)(iii))
    Section 7 - Quality Assurance Plans (§ 1004.5(b)(4)(iv))
    Section 8 - Returns, Complaints, Adverse Events and Recalls (§ 1004.5(b)(4)(v))
    Section 9 - Product Quality Assurance (§ 1004.5(b)(4)(vi))
    Section 10- Recordkeeping (§ 1004.5(b)(4)(vii))

84. ☑ The applicant has attached copies of the organizational and operational documents of the applicant, pursuant 10 NYCRR § 1004.5(b)(5), which must include the identification of all those holding an interest or ownership in the applicant and the percentage of interest or ownership held, and labeled this attachment as "**Attachment E.**"

85. ☑ "**Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members**" has been completed for each of the board members, officers, managers, owners, partners, principal stakeholders, directors, and any person or entity that is a member of the applicant setting forth the information required in PHL § 3365(1)(a)(iv) and 10 NYCRR § 1004.5(b)(6).

86. ☑ The applicant has attached documentation that the applicant has entered into a labor peace agreement with a bona fide labor organization that is actively engaged in representing or attempting to represent the applicant's employees, pursuant to PHL § 3365(1)(a)(iii) and 10 NYCRR § 1004.5(b)(7), and labeled this attachment as "**Attachment F.**"

87. ☑ The applicant has attached a financial statement setting forth all elements and details of any business transactions connected with the application, including but not limited to all agreements and contracts for consultation and/or arranging for the assistance in preparing the application, pursuant to 10 NYCRR § 1004.5(b)(10), and labeled this attachment as "**Attachment G.**"

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

89. ☑ The applicant has attached the security plan of the applicant's proposed manufacturing and dispensing facilities indicating how the applicant will comply with the requirements of Article 33 of the Public Health Law, 10 NYCRR Part 1004, and any other applicable state or local law, rule, or regulation, and labeled this attachment as "**Attachment H.**"

90. ☑ The applicant has attached the most recent financial statement of the applicant prepared in accordance with generally accepted accounting principles (GAAP) applied on a consistent basis and certified by an independent certified public accountant, in accordance with the requirements of 10 NYCRR § 1004.5(b)(16), and labeled this attachment as "**Attachment I.**"

91. ☑ The applicant has attached a staffing plan for staff to be involved in activities related to the cultivation of marijuana, the manufacturing and/or dispensing of approved medical marijuana products, and/or staff with oversight responsibilities for such activities that includes the requirements set forth in 10 NYCRR § 1004.5(b)(18) of the regulations and labeled this attachment as "**Attachment J.**"

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

93. ☑ The applicant has attached a timeline demonstrating the estimated timeframe from growing marijuana to production of a final approved product, and labeled this attachment as "**Attachment L.**"

94. ☑ The applicant has attached a statement and/or documentation showing that the applicant is able to comply with all applicable state and local laws and regulations relating to the activities in which it intends to engage under the registration, pursuant to 10 NYCRR § 1004.5(b)(8), and labeled this attachment as "**Attachment M.**"

Section J: Attestation and Signature

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

95. Signature: ►

96. Date Signed:

97. Print Name: Dr. Kathleen Casacci

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 Registration Number:
Notary (Notary Must Affix Stamp or Seal)	Date:

Summation Of What Sets LabCare's Application Apart

When considering the many applicants for a registered organization, we implore you to consider some of the following summarized advantages to working with LabCare.

1. LabCare is owned by Dr. Kathleen Casacci, a medical professional who has dedicated her professional career to alleviating pain and suffering of others.

2. LabCare is a disabled woman-owned business with proactive affirmative action plans to ensure continued social and economic balance among our community. They are also proactively hiring veterans and the legally disabled.

3. LabCare members wrote over 99% of our application, and it was specifically designed around the NYS DOH regulations. Many competitors are unable to produce unique content and instead purchased other state protocols that don't fit well into the NYS requirements.

4. LabCare uses only organic and natural insect and disease controls, ensuring high quality medicine for those patients with suppressed immune systems.

5. LabCare is operated by board members with expansive laboratory, hydroponic, and pharmaceutical production experience. Our wide array of backgrounds, adaptability, and tremendous work ethic will ensure we can overcome any unexpected task.

6. LabCare's production facility can produce more than an estimated 7,000lbs. of medical marihuana per month at full capacity, far exceeding the anticipated patient demand.

7. LabCare has all necessary real estate leases, architecture, security, and site plans in order. There is no need for new construction, permits, or other possible delays.

8. LabCare has executed all the leases for our growing facility and the four dispensary sites.

9. LabCare has an aggressive timeline that ensures patients have access to medicine before the January 2016 deadline (if allowable).

10. LabCare has also provided full staffing information for each employee at each dispensary and the main production facility. This includes NYS licensed pharmacists ready to start employment once LabCare is licensed.

11. LabCare has worked closely with the Local 338 Union and was the first NYS marihuana applicant to sign a labor peace agreement with their leader, Joseph Fontano.

12. LabCare has proposed a charitable foundation program to ensure low income patients receive safe access to medical marihuana. In addition to the low income program, LabCare will also establish charitable donations to a variety of patient advocacy organizations & research institutes.

13. LabCare members have spent the last ten months working with local politicians, patient advocacy groups, and business professionals to ensure proper social integration.

14. LabCare is growing unique varieties of marihuana, not found in other state models. These plants are uniquely suited to the NYS DOH program, since only extracted oil based products may be sold. They allow for customized active compounds for patients, while also increasing the speed of products to market.

15. LabCare has submitted many thousands of pages of information outlining our compliance with all regulations, security protocols, cultivation methodologies, and means of surpassing all registered organization requirements.

Application Criteria:

In addition to all required attachments, sections, and appendixes; we are providing further supporting documents to clarify our qualifications for additional required application criteria.

"The Department shall review all information and documentation submitted by the applicant, and consider the criteria set forth in PHL § 3365 and 10 NYCRR § 1004.6, in making its determination. The applicant's submissions should demonstrate how it will meet said criteria"

Those specific criteria we'd like to provide ancillary documentation for are as follows:

"that, if selected, the applicant is ready, willing, and able to properly carry on the activities set forth in 10 NYCRR Part 1004"

"that it is in the public interest that such registration be granted to the applicant;"

"the moral character and competence of board members, officers, managers, owners, partners, principal stakeholders, directors, and members of the applicant's organization"

"the ability to produce sufficient quantities of approved medical marijuana products, as further described in 10 NYCRR § 1004.11, as necessary to meet the needs of certified patients"

Ready, Willing, And Able

"that, if selected, the applicant is ready, willing, and able to properly carry on the activities set forth in 10 NYCRR Part 1004"

LabCare, Inc., Inc. is a NYS company run by long time NYS residents with the both the means and intentions of completely fulfilling all the NYS DOH medical marihuana program requirements. LabCare, Inc., Inc. is a woman owned and operated company, headed by Dr. Kathleen Marie Casacci. LabCare, Inc.'s application will show our ability to comply with all applicable state and local laws and regulations, and go beyond all requirements to fulfill and carry out the DOH's submission requests. The NYS medical marihuana program is very unique in both its setup and implementation requirements. It is far different from other state programs, and needs a specialized approach to meet the NYS DOH needs. While many competing applications may base their production, analytical, and dispensing models on other states, LabCare, Inc., Inc. is focused on a more efficient and customized business model uniquely suited to the requirements of our state's program. This includes hiring in-state experts to increase the number of in-state jobs and promote project financial disbursement within NYS.

Our focus is on legal compliance, patient care, and diversion control as our primary objectives, while producing pharmaceutical grade marihuana products in a reproducible and stable manner.

Public Best Interest

"that it is in the public interest that such registration be granted to the applicant;"

The board members of LabCare have been meeting with various members of the community that would potential be impacted by the medical marihuana program. We've provided presentations and covered LabCare's focus on ensuring NYS DOH regulation compliance, coupled with a strong focus on patient needs. Below are sample letters of support for LabCare from members of the public, including Kevin Hartwick's support from the Erie County Legislature.

Letter From Dr. Kathleen Casacci Regarding LabCare's Charitable Foundation

As a dentist, I have always encouraged community support by collecting donations for local Meals on Wheels and local food banks within my dental practice. I am active in my church and recognize when we encourage community involvement, we can achieve much more together.

The first part of our charitable foundation will address low income patients who may not be able to afford medical marihuana. LabCare will establish a "Community Giveback Program" after one year of operation to assist our low income patients. A minimum of 3% of net sales generated from the NYS DOH medical marihuana program will be set aside for LabCare, Inc. patients, administered by LabCare, Inc., as they are available. The charitable funds will made available to cover prescription expenses at LabCare, Inc. dispensaries. Patients may qualify through a NYS DOH low income patient approval list.

The second part addresses a more personal passion of mine. [redacted] years ago my [redacted] in [redacted] when he [redacted] to [redacted]. He left his [redacted] and the [redacted] in [redacted] There are many other soldiers who return from conflicts with broken bodies and souls. These wounded warriors continue to live with the scars of their service to our country, many times finding the cost of becoming whole overwhelming and never quite living up to the sacrifices they made.

Since an early age, my [redacted] has been passionate about helping veterans who suffer from depleted function, due to the need for prosthetic limb replacements. She declared that her life would be dedicated to learning how to design better prosthetics, ones that could potentially "feel", touch, and look like the limbs that were lost. She never lost sight of that goal and is currently a [redacted] at [redacted] studying [redacted].

The need for more research and funding to provide limb replacements for our veterans is incredibly important. We at LabCare recognize that with this great opportunity to provide medicine to the severely afflicted identified by the compassionate care act, comes great responsibility to provide assistance for the greater good. LabCare is pledging 2.5% of its net profits beginning from 2016 till 2018 to The Wounded Warriors project for both prosthetic replacement and research to find better mobility solutions. Additionally, a minimum of an additional 2.5% of net profits will be made available to other organizations who have supported the Compassionate Care Act, and or would benefit from medical marihuana.

In addition to the Community Give Back Program, we will continue commit a minimum of 5% of net profit to charitable organizations after 2018 by establishing The LabCare Foundation. The LabCare Foundation will accept applications from charitable organizations and determine eligibility, distribute funds within our geographic service area. We will also continue to promote community involvement by hold fundraising charitable auction events to support various organizations that may help improve the quality of life for their members. These efforts will raise awareness of our positive social impact and benefit many individuals beyond what medical marihuana in NYS will provide.

LabCare is deeply committed to assisting our patients, and to show our commitment to those in need, we will establish a charitable foundation for low income patients. After one year of operation LabCare, Inc., Inc. will establish a dedicated charitable fund specifically for those that cannot afford their recommended medication. A minimum of 3% of net sales generated from the NYS DOH medical marihuana program will be set aside for LabCare, Inc. patients, administered by LabCare, Inc., Inc. as they is available. The charitable funds will made available to cover prescription expenses at LabCare, Inc. dispensaries. Patients may qualify for the program through a NYS DOH low income patient approval list.

Community Give Back Program

Lisa & Mark Valle

Parent Advocates

Representing: Their [redacted]

Meeting Date : September 12, 2014 **Time of Meeting : 11:30am**

Meeting Location :
Wheatfield Family Dentistry
3349 Niagara Falls Blvd
North Tonawanda, NY 14120

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

Daniel J. Casacci, President of LabCare, Inc., gave a presentation to Lisa and Mark Valle to better understand patient needs from locals within our community. Lisa and Mark's [redacted] has [redacted] and they wanted to make sure that the cannabis extract would not have any residual contaminates. Mrs. Valle has been one of our strongest supporters. Please see her attached letter of recommendation in the latter parts of our application.

Phone: [redacted]
E-mail:

1/7/2015

Dept. Of Health Applicant Reviewer,

My name is Lisa Valle, a parent advocate for my [redacted] My [redacted] has [redacted] and as a result suffers [redacted] I have been supporting medical marihuana access in NYS since before the passing of the law. I, and many of my fellow advocates, call your office on a daily basis to express our frustration at a lack of an emergency access program, and to explain the dire need for qualified registered organizations to produce medical marihuana products immediately.

I am also a [redacted] resident and have been in frequent contact with the owners of LabCare since the passing of the law. They spoke with my [redacted] and I at their family owned medical office giving a presentation on their program design. It was very impressive and showed not only that they knew exactly what we were looking for from a producer, but showed great compassion as well. They asked for our feedback and during our correspondence I've always felt like they care for the patients they'll be potentially servicing. Many parents, myself included, worry that a producer other than Labcare will be picked that has the financial qualifications and means to implement a program, but will be unresponsive to our concerns.

For these reasons I wholeheartedly endorse them for the WNY license as a producer and distributor of cannabis, and hope they are given the best possible consideration to help my [redacted] and other critically ill members of WNY.

If you have any questions feel free to contact me at [redacted]

Sincerely,

Lisa Valle

Lisa Valle

31 Clearwater Dr
Amherst, NY 14228
(716)510-8627 Phone
www.NYSLabCare.com

March 9, 2015

The Erie County Legislature
Hon. Karen McCarthy
Clerk of the Legislature
Health and Human Services
92 Franklin St 4th floor
Buffalo, NY 14202

Daniel J Casacci
31 Clearwater Dr
Amherst, New York 14228

716-510-8627
Dan@NYSLabCare.com
www.NYSLabCare.Com

Dear Ms McCarthy:

My name is Dr. Kathleen M Casacci and I represent LabCare Inc. [redacted] and I founded LabCare, Inc. with the sole intention to bring medical cannabis to Erie County and Western NY. We feel we have one of the strongest applications to present to the NYS Department Of Health.

We have recently secured a 60,000 sq foot facility in Erie county that we would like to utilize as a growing facility. We would like to meet with the Erie County Legislature to present our business plan and garner support for our application. We estimate that our facility will service more than 20,000 individuals that will qualify for treatment with medical cannabis. The excise tax generated from medical cannabis has the potential to bring more than $1,500,000 to Erie County in new tax revenue if the growing facility is located in Erie County.

The selection process with the Department of Health and Governor Cuomo will begin soon and we would like the support of the Erie County legislature when we submit our application. We respectfully request an opportunity to present our proposal as soon as possible.

Thank you for your consideration,

Official request " For Clock In"

Kathleen M Casacci DDS, MAGD, AFAAID

Daniel J Casacci

Kathleen M Casacci DDS, MAGD, AFAAID

Daniel J Casacci BA, MBA

cc: Hon. Lynne M. Dixon, Hon. John J Mills, Hon. Joseph C. Lorigo, Hon. Betty Jean Grant

ERIE COUNTY LEGISLATURE

HON. KEVIN R. HARDWICK
LEGISLATOR

May 14, 2015

The Honorable Andrew M. Cuomo
Governor
NTS State Capitol Building
Albany, NY 12224

Honorable Howard A. Zucker
New York State Commission of Health
Corning Tower
Empire State Plaza
Albany, NY 12237

Dear Governor Cuomo and Commission Zucker,

I write in support of LabCare's application for a medical Marijuana license. I understand that the growing facility will be located in Erie County and the excise tax revenues and jobs it creates will greatly benefit our community. It is also my understanding that one of the dispensary locations will be in Amherst, New York.

The facility's proximity to the I-990 will provide access for potential patients, as there are almost 1.2 million people in the greater Erie-Niagara region.

During your selection process, I ask that you consider LabCare as out choice for Western New York.

Sincerely,

Kevin R. Hardwick
Erie County Legislator – 4th District

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We have garnered support from many members of legislature both in the Senate, Assemblyman, local political representatives, and an array of economic development leaders. Many political parties wish to maintain a level of support while remaining unbiased for applicants. They understand the need for qualified companies such as LabCare, Inc. to implement programs within the local community, while also avoiding favoritism among applicants. We have reached out and found that our integration into the WNY community would be well received on many levels of government, and we're shown our commitment to working within our local community to ensure proper public approval and careful integration. Below are information sheets on the dates, times, and summation of our meetings and/or correspondence with these various representatives.

Dr. Gale R. Burstein

Commissioner of Health
Representing Erie County New York

Meeting Date : August 4, 2014 **Time of Meeting : 10:00am**

Meeting Location: Rath County Office Building
95 Franklin St. Room 910
Buffalo New York 14202

Daniel J. Casacci, President of LabCare, Inc., and Dr. Kathleen M. Casacci, Owner of LabCare, Inc. gave a presentation to Dr. Gale Burstein and Executive Assistant Ben Swanekamp. We spoke in depth regarding the impact to WNY patients and the possible interrelationship between LabCare, Inc. and the local Erie County Department Of Health. Dr. Burnstein expressed interested and requested we consider using their local facility for third party laboratory analysis if it was permitted by the State. Since our presentation we've followed up with Mr. Swanekamp on the status and progress of our application.

Erie County Health Department
95 Franklin St Room 910
Buffalo, NY 14202

Phone: 716-858-6976
E-mail: Gale.Burstein@erie.gov

NEW YORK STATE
Department of Health
Information for a Healthy New York

Diane Savino

New York State Senator
Representing The 23rd Senate District

Meeting Date : October 15, 2014 **Time of Meeting : 3:00pm**

Meeting Location: Senator Savino's Office
36 Richmond Terrace, Suite 112
Staten Island, NY 10301

Daniel J Casacci, President of LabCare, Inc., gave a PowerPoint presentation to Senator Diane Savino describing in detail the business plan of the company. As the 'mother' of the bill she is uniquely familiar with all the registered organization requires to comply with the law and was supportive of our business plan. We also showed examples of possible NYS medical marihuana ID cards, application forms, low income forms, and ancillary paperwork designed on other state systems. LabCare representatives also met with her at the ICA event in Manhattan.

District Office
36 Richmond Terrace Suite 112
Staten Island NY 10301

Phone: 718-727-9406
E-mail: savino@nysenate.gov

John Ceretto

Member of the Assembly
Representing the 145th District

Meeting Date : August 1, 2014 **Time of Meeting : 1:00pm**

Meeting Location : Assemblyman Ceretto's Office
1700 Pine Ave.
Niagara Falls, NY 14301

Daniel J. Casacci, President of LabCare, Inc., and Dr. Kathleen M. Casacci, Owner of LabCare, Inc. met with Assemblyman John Ceretto and Chief of Staff William Angus. During the meeting we spoke of the job impact, economic development, and tax revenue gains for a WNY marihuana facility. We also received subsequent follow up calls and a follow up meeting several months later with Mr. Angus regarding local patient concerns, and responded with our understanding of the regulations.

Assembly District 145 Office
800 Main St Suite 2C
Niagara Falls, NY 1430

Phone: 716-282-6062 E-mail: cerettoj@assembly.state.ny.us

Julie Netherland

Deputy State Director New York
Representing Drug Policy Alliance/ Compassionate Care NY

Meeting Date : August 27, 2014 **Time of Meeting : 7:00pm**

Meeting Location: Monroe Community College
1000 E Henrietta Rd
Rochester, New York 14623

Daniel J Casacci, President of LabCare, Inc., met with Julie Netherland to discuss LabCare's interest in becoming a candidate for growing medical marihuana at Monroe Community College. LabCare, Inc. has been in close contact with the Compassionate Care organization since late July, 2014 through various leading members. LabCare, Inc. has provided sample documents, best industry practices, and helped patients we know, such as Nathan Nocera, network with their organization. While Compassionate Care NY cannot officially support an individual registered organization before the application approval, we have been in close contact to understand patient needs.

Drug Policy Alliance
131 West 33rd Street
New York. NY 10001

Phone: (212) 613-8063
E-mail: jnetherland@drugpolicy.org

We are the Drug Policy Alliance.

Michael Ranzenhofer

New York State Senator
Representing The 61st Senate District

Meeting Date : October 23, 2014 **Time of Meeting : 9:00am**

Meeting Location: Senator Ranzenhofer's Office
8203 Main Street, Suite 4
Williamsville, New York 14221

Daniel J. Casacci, President of LabCare, Inc., gave a PowerPoint presentation to Senator Michael Ranzenhofer describing in detail the business plan of the company. LabCare also showed its "LifeLine" early access program and asked for the Senators' support, as residents in the local district. Lisa Valle, a parent advocate, also had a follow up meeting in March 2015 further endorsing our bid as a registered organization.

District Office
368203 Main St.
Williamsville, NY 14221

Phone: 716-631-8695
E-mail: ranz@nysenate.gov

MICHAEL H. RANZENHOFER
SENATOR, 61ST DISTRICT

CHAIRMAN
COMMITTEE ON CORPORATIONS,
AUTHORITIES & COMMISSIONS

THE SENATE
STATE OF NEW YORK
ALBANY

PLEASE RESPOND TO:
8203 MAIN STREET
SUITE 4
WILLIAMSVILLE, NEW YORK 14221
(716) 631-8695
(585) 454-0322
(716) 634-4321 FAX

LEGISLATIVE OFFICE BUILDING
ROOM 848
ALBANY, NEW YORK 12247
(518) 455-3161
(518) 426-6963 FAX
E-MAIL: RANZ@NYSENATE.GOV

October 31, 2014

Mr. Daniel Casacci
LabCare
31 Clearwater Dr.
Amherst, NY 14228

Dear Mr. Casacci,

It was my sincere pleasure that you visited with me and Gabriella Ortiz in my Clarence office to discuss your interest in becoming a medical marijuana grower in New York State. I appreciate hearing from organizations in the community about what they are doing and how we can work together.

My staff and I are always available to answer your questions and listen to your concerns. Please feel free to contact my District Office at (716) 631-8695 if we can be of assistance to you in the future. I can also be reached by email at: Ranz@nysenate.gov.

Again, thanks for coming to meet with me in my district office.

Sincerely,

Mike Ranzenhofer

MICHAEL H. RANZENHOFER
State Senator- 61st District

MHR: rab

P.S. I invite you to visit my website, ranzenhofer.nysenate.gov, to sign up for my e-mail updates and connect with me on Facebook.

Daniel Corum

Chief of Staff
Representing Senator Marc Panepinto-60th Senate District

Meeting Date : March 6, 2015 **Time of Meeting : 12:00pm**

Meeting Location: Walter J. Mahoney Building
65 Court Street, Rm. 213
Buffalo New York 14202

Dr. Kathleen Casacci & Daniel J Casacci, President of LabCare, Inc., talked to Daniel Corum in detail about the business plan of the company to bring medical marihuana to the citizens of Erie County New York. We also talked about the excise tax levied by New York State on marihuana grower and how it would benefit Erie County.

Walter J. Mahoney Building
65 Court Street, Rm. 213
Buffalo, New York 14202

Phone: (716) 854-8705
E-mail: corum@nysenate.gov

Holly Anderson

Executive Director
Representing Breast Cancer Coalition of Rochester

Meeting Date : August 27, 2014 **Time of Meeting : 7:00pm**

Meeting Location: Monroe Community College
1000 E Henrietta Rd
Rochester, New York 14623

Daniel J. Casacci, President of LabCare, Inc., met with Holly Anderson to discuss LabCare's interest in becoming a candidate for growing medical marihuana while attending the Breast Cancer Coalition sponsored event at the Monroe Community College. During the Compassionate Care Group organized event we heard from patient advocates on their concerns for the program implementation. Holly expressed her support for candidates that avoided use of endocrine disrupting pesticides, and we provided a packet of information that explained our responsible pest control program. Dan followed up with her Rochester office in person, but due to illness she was unavailable.

Breast Cancer Coalition of Rochester Phone: (585) 473-8177 E-mail: Holly@BCCR.org
840 University Avenue
Rochester, NY 14607

Breast Cancer Coalition of Rochester

Nicholas Langworthy

Chairman
Representing Erie County Republican Committee

Meeting Date : May 1, 2015 **Time of Meeting : 2:00pm**

Meeting Location : Erie County Republican Committee
715 Main St. Suite 102
Buffalo, NY 14203

Daniel J. Casacci, President of LabCare, Inc., and Dr. Kathleen M. Casacci, Owner of LabCare, Inc. met with Chairman Nicholas Langworthy. During the meeting we spoke of the job impact, economic development, and tax revenue gains for an Erie County marihuana facility.

ECRC
715 Main St, Suite 102
Buffalo, NY 14203

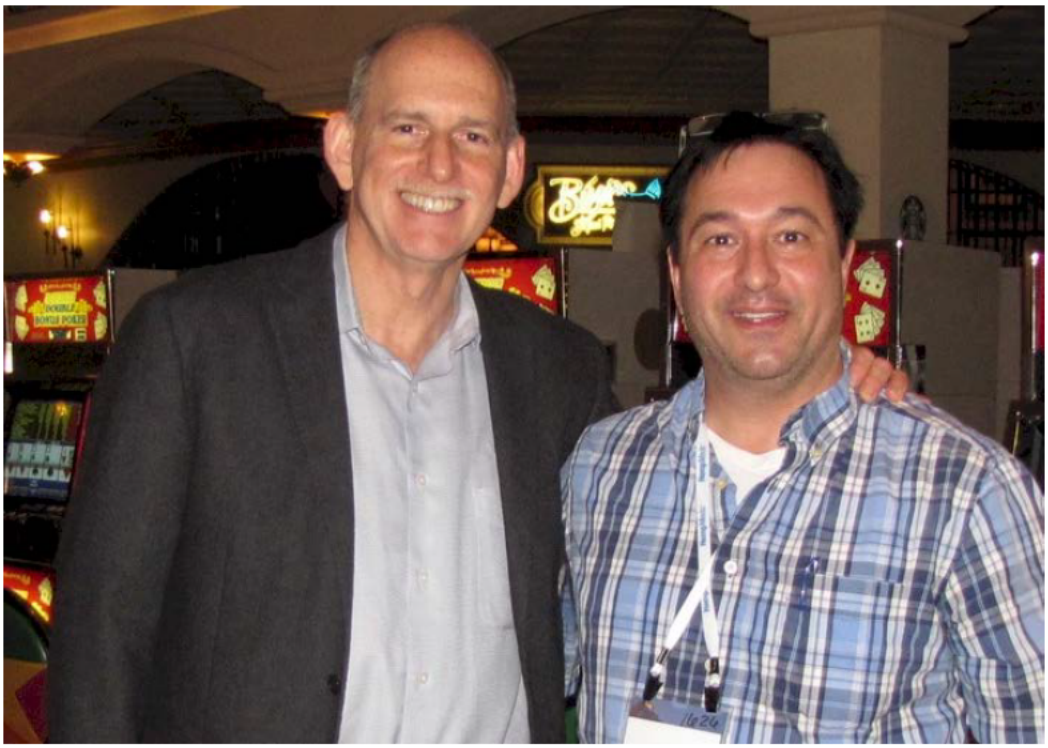
Phone: 716-856-8700 E-mail: nlangworthy@ecgop.com

Ethan Nadelmann

Executive Director
Representing the Drug Policy Alliance

Meeting Date : November 13, 2014 **Time of Meeting : 1:00pm**

Meeting Location: Marijuana Business Conference & Expo
3700 W. Flamingo Rd
Las Vegas, Nevada 89103



Daniel J. Casacci, President of LabCare, Inc., spoke with Ethan Nadelmann regarding the DPA's stance on medical marihuana and their goals for industry change and rescheduling. Mr. Casacci covered topics founds in his recent TED talks and discussed NYS DOH implementation and how best to deal with social and legal impact for new medical marihuana organizations. Mr. Casacci also thanked Mr. Nedelmann for all his hard work.

Drug Policy Alliance
131 West 33rd Street
New York. NY 10001

Phone: (212) 613-8063
E-mail: enadelmann@drugpolicy.org

We are the Drug Policy Alliance.

Joseph Robach

New York State Senator
Representing The 56th Senate District

Meeting Date : September 16, 2014 **Time of Meeting : 3:00pm**

Meeting Location: Senator Robach's Office
2300 W. Ridge Rd
Rochester NY 14626

Daniel J. Casacci, President of LabCare, Inc., met with and presented to Senator Robach a detailed example of LabCare's business model in Rochester. Senator Robach was very supportive and described much of the constituency influence from Rochester on the passing of the Compassionate Care Act in the legislature. LabCare also showed its "LifeLine" early access program and asked for the Senators' support.

Senator Joe Robach
2300 W. Ridge Rd
Rochester, NY 14626

Phone: (585) 225-3650
E-mail: robach@nysenate.gov

Dr. Donald Trump

President & CEO
Representing Roswell Park Cancer Institute

Meeting Date : July 28, 2014 **Time of Meeting : 9:30am**
Meeting Location: Telephone

Daniel J. Casacci, President of LabCare, Inc., spoke with Dr. Donald Trump about the medical marihuana program in New York State and how it might benefit the Roswell Park Cancer Institute's patients. We spoke of the possibility of dispensary locations within the Roswell medical campus but Dr. Trump was concerned with losing federal grants for the Institute. He was very supportive and passed our information along to the palliative care division and emphasized the need for further clinical research as opposed to anecdotal information currently available. We discussed our hopes for funding and spearheading future clinical research as those programs may become available through the NYS DOH at a future date.

Roswell Park Cancer Institute
Elm and Carlton St
Buffalo, NY 14263

Phone: 716-845-2300 E-mail: Donald.Trumo@RoswellPark.org

Deb Aumick & Martha Luboch

Constituent Specialist & Correspondence Director
Representing Senator Cathy Young 57th District

Meeting Date : August 12, 2014 **Time of Meeting : 10:00am**

Meeting Location: 57th Senate District Office
700 W State St
Olean, NY 14760

Daniel J. Casacci, President of LabCare, Inc., gave a presentation to Deb Aumick and Martha Luboch who represent Senator Cathy Young. The presentation described the plans of LabCare to bring medical marihuana to the citizens of the town of Olean New York. While Senator Young did not support the legalization of the bill, her and her staff are committed to the wellbeing of their constituents. They suggested ways to integrate with the local community through town hall meetings. In addition, they provided several recommendations to local medical staff and various care facilities to help garner additional support for our bid.

Westgate Plaza Phone: 716-372-4901
700 W State St. E-mail: aumick@nysenate.gov
Olean, NY 14760 E-mail: cyoung@senate.state.ny.us

Patrick McCarthy

Managing Director
Representing Medical Marihuana Industry Alliance

Meeting Date : September 18, 2014 **Time of Meeting : 11:30am**

Meeting Location: MCIA
146 State Street
Albany, NY 12207

Daniel J. Casacci, President of LabCare, Inc., gave a presentation to Patrick McCarthy about becoming a candidate for growing medical marihuana in NY and integration into the lobbying group MCIA. During this meeting Mr. Casacci presented information on a 'LifeLine' emergency access program, and physical examples of medical marihuana cards. Mr. McCarthy shared his extensive knowledge on the NYS DOH position and legislation, and together we discussed the requirements for careful integration into the social and political fabric of NYS. During the following months LabCare representatives have kept in frequent contact with Mr. McCarthy, particularly as we provided critical responses to help craft MCIA white paper positions.

Mercury
11 North Pearl Street Suite 1101
Albany, NY 12207

Phone: (518) 380-5065
E-mail: pmccarthy@mercuryllc.com

Anthony Masiello

Former Mayor of Buffalo, New York
Representing Masiello Martucci Calabrese And Associates

Meeting Date : May 14, 2015 **Time of Meeting : 11:00am**

Meeting Location: Wheatfield Family Dentistry
3349 Niagara Falls Blvd
North Tonawanda, NY 14120

Dr. Kathleen, CEO of LabCare, Inc., gave a presentation to former Buffalo Mayor Anthony Masiello about becoming a registered organization for growing medical marihuana in Erie County. The presentation described the plans of LabCare to bring medical marihuana to the citizens of Western New York and to work closely with diverse and unionized labor. Mr. Masiello is also representing LabCare's interests in Albany.

Cathedral Place
298 Main St., Suite 300
Buffalo, NY 14202

Phone: (716) 923-4156
E-mail: tony@mmcassoc.com

Lynn Marinelli

Director of Intergovernmental Relations
Representing Empire State Development Corporation

Meeting Date : August 21, 2014 **Time of Meeting : 9:00am**

Meeting Location: Empire State Development
95 Perry Street Suite 500
Buffalo New York 14203

Daniel J Casacci, President of LabCare, Inc., gave a presentation to Lynn Marinelli about the regulations in the Compassion Care Act law. Mr. Casacci also described the plans of LabCare to bring medical marihuana to the citizens of Western New York. Ms. Marinelli was very supportive and the topics of job expansion, tax revenues, and business development were at the forefront of the conversation.

Empire State Development
95 Perry St. Suite 500
Buffalo, NY 14203

Phone: 716-846-8216
E-mail: LMarinelli@esd ny.gov

NEW YORK STATE OF OPPORTUNITY. Empire State Development

Michael Kearns

Member of the Assembly
Representing the 142nd District

Meeting Date : July 30, 2014 **Time of Meeting : 9:00am**

Meeting Location: Assemblyman Kearn's Office
1074 Union Rd
West Seneca, NY 14224

Christopher Casacci met with Assemblyman Kearns and provided a one hour presentation on LabCare's plan to apply for the NYS DOH medical marijuana program. The Assemblyman was very excited to hear about our proposed program methodologies and offered his support to help us in any way he was able. Since that initial meeting we have been in contact with his office through his senior staff agent, Bill Licata.

Assembly District 142 Office Phone: 716-608-6099 E-mail: kearnsm@assembly.state ny.us
1074 Union Rd
West Seneca, NY 14224

Michael Brisky

District Director
Representing Assemblyman Joseph M. Giglio
148th District

Meeting Date : August 12, 2014 **Time of Meeting : 11:30am**

Meeting Location: 57th Senate District Office
700 W State St
Olean, NY 14760

Daniel J Casacci, President of LabCare, Inc., gave a presentation to Michael Brisky who represents Assemblyman Joseph Giglio. The presentation described the plans of LabCare to bring medical marihuana to the citizens of the town of Olean New York.

Westgate Plaza
700 W State St.
Olean, NY 14760

Phone: 716-373-7103
E-mail: giglioj@assembly.state ny.us

Edward Draves

Partner
Representing Medical Marihuana Industry Alliance

Meeting Date : September 5, 2014 **Time of Meeting : 1:00pm**

Meeting Location : Wheatfield Family Dentistry
3349 Niagara Falls Blvd
North Tonawanda, NY 14120

Daniel J. Casacci, President of LabCare, Inc., gave a presentation to Ed Draves about becoming a candidate for growing medical marihuana in NY and integration into the lobbying group MCIA. Ed Draves stated the presentation was outstanding, and LabCare, Inc. signed a contract to join the regulatory lobbying group . Follow up meetings with Mr. Draves included a Manhattan conference, Senator Diane Savino's meeting, and several phone follow up correspondence regarding white paper regulation recommendations.

Bolton St Johns
146 State Street
Albany, NY 12207

Phone: (518) 462-4620 E-mail: draves@boltonstjohns.com

S. Thomas Dodson

Executive Director
Representing New York State Buffalo Psychiatric Center

Meeting Date : August 12, 2014 **Time of Meeting : 4:30pm**
Meeting Location: Telephone

Daniel J Casacci, President of LabCare, Inc., gave a description to S. Thomas Dodson of the regulations in the Compassion Care Act law. Mr. Casacci also described the plans of LabCare to bring medical marihuana to the citizens of Western New York. Mr. Dodson showed an interest for medical marihuana with post traumatic stress disorder patients.

Buffalo Psychiatric Center
400 Forest Avenue
Buffalo, NY 14213

Phone: 716-816-2001 E-mail: thomas.Dodson@omh.ny.gov

New York State Office of Mental Health

Robert Davison

Press Secretary
Representing Senator Tim Kennedy - 63rd Senate District

Meeting Date : March 20, 2015 **Time of Meeting : 11:00am**

Meeting Location: District Office
2239 South Park Ave
Buffalo New York 14220

Dr. Kathleen Casacci & Daniel J Casacci, President of LabCare, Inc., talked to Robert Davison in detail about the business plan of the company to bring medical marihuana to the citizens of Erie County New York. We also talked about the excise tax levied by New York State on marihuana grower and how it would benefit Erie County.

District Office
2239 South Park Ave.
Buffalo, New York 14220

Phone: (716) 826-2683
E-mail: kennedy@nysenate.gov

Lisa Reid

Senior Vice President
Representing Medical Marihuana Industry Alliance

Meeting Date : October 11, 2014 **Time of Meeting : 11:30am**

Meeting Location: ICA Conference NYC
153 Broadway
New York, NY 10036

Daniel J. Casacci, President of LabCare, Inc., met with Lisa Reid about becoming a candidate for growing medical marihuana in NY and integration into the lobbying group MCIA. Ms. Reid shared her extensive knowledge on the NYS DOH position and legislation, and together we discussed the requirements for careful integration into the social and political fabric of NYS. During the following months LabCare representatives have kept in frequent contact with Ms. Reid, particularly as we provided critical responses to help craft MCIA white paper positions.

Mercury
194 Washington Ave
Suite 420
New York, NY 12210

Phone: (518) 650-8405
E-mail: lreid@mercuryllc.com

Senator Ted O'Brian

Ranking Member, Senate Banks and Environmental
Representing The 55th Senate District

Meeting Date : September 16, 2015 **Time of Meeting : 9:30am**

Meeting Location: Senator O'Brian's Office
2494 Browncroft Blvd
Rochester NY 14625

Daniel J. Casacci, President of LabCare, Inc., gave a PowerPoint presentation to Senator O'Brian and his Director of Public Affairs, Thomas J. Morrisey describing in detail the business plan of the company. Mr. Casacci discussed with O'Brian his strong local support groups like the Breast Cancer Coalition and how best to service their needs. He was very impressed with all the information provided and asked for a copy of our business plan.

Senator Ted O'Brian
2494 Browncroft Blvd.
Rochester, NY 14625

Phone: (585) 218-0034
E-mail: obrian@nysenate.gov

Stefan I. Mychajliw

Comptroller
Representing Erie County New York

Meeting Date : March 6, 2015 **Time of Meeting : 9:00am**

Meeting Location: Rath County Office Building
95 Franklin St. Room 1100
Buffalo New York 14202

Dr. Kathleen Casacci & Daniel J Casacci, President of LabCare, Inc., talked to Erie County Comptroller Stefan Mychajliw in detail about the business plan of the company to bring medical marihuana to the citizens of Erie County New York. We also talked about the excise tax levied by New York State on marihuana grower and how it would benefit Erie County.

Rath County Office Building
95 Franklin St Room 1100
Buffalo, NY 14202

Phone: 716-858-8400
E-mail: Comptroller@Erie.gov

ERIE COUNTY COMPTROLLER
HON. STEFAN I. MYCHAJLIW

May 20, 2015

Dr. Kathleen M. Casacci
LabCare, Inc.
31 Clearwater Drive
Amherst, New York 14228

Dear Dr. Casacci:

I am writing to express my enthusiastic support of your application to the New York State Department of Health to grow and dispense medical grade cannabis. As you are aware, New York State will soon award five licenses to companies to provide this service, and it is likely that our region will only be awarded one of those. For many reasons, it makes sense that the license be granted to an Erie County company.

Geographically, Erie County anchors the state to the west, providing a home for the largest group of state residents outside of New York City. Additionally, major transportation arteries connect Erie County to all of our neighboring counties as well as Ontario, Canada, making it the most convenient municipality in Western New York for people to access. This is an incredibly important factor, considering many of the people traveling here for access to medical cannabis may be sick. As Erie County Comptroller, I cannot ignore the fiscal benefits to a host county, and I think the millions in additional revenue it will bring will help the county continue to expand and grow, without raising taxes.

I believe in the science that affirms medical grade cannabis can truly help people treat and overcome illness. Now that New York State has legalized it and set forth on a path to grow and dispense it regionally, we must make sure it is accessible to those who need it. I believe that accessibility is best achieved, for Western New Yorkers, here in Erie County, and that is why I support your application.

Sincerely,

STEFAN I. MYCHAJLIW
Erie County Comptroller

OFFICE OF ERIE COUNTY COMPTROLLER STEFAN I. MYCHAJLIW • 95 FRANKLIN STREET • ROOM 1100 • BUFFALO, N.Y. • 14202
PHONE: (716) 858-8400 • FAX: (716) 858-6195 • E:MAIL: COMPTROLLER@ERIE.GOV
WHISTLEBLOWER HOTLINE FOR REPORTING WASTE, FRAUD & ABUSE: (716)858-7722 OR E-MAIL: WHISTLEBLOWER@ERIE.GOV

Joseph Fontano

Secretary - Treasurer
Representing The United Food and Commercial Workers

Meeting Date : September 5, 2014 **Time of Meeting : 1:00pm**

Meeting Location: Wheatfield Family Dentistry
3349 Niagara Falls Blvd.
North Tonawanda, NY 14120

Daniel J. Casacci, President of LabCare, Inc., gave a presentation to Joe Fontano about becoming a candidate for growing medical marihuana at Dr. Kathleen Casacci's medical office. The presentation described the plans of LabCare to bring medical marihuana to the citizens of Western New York and to work closely with unionized labor. Mr. Fontano has been very supportive of our application and LabCare, Inc. was the first marihuana company to sign a net neutrality agreement with UFCW Local 338. We worked closely on drafting an agreement template that complied with NYS DOH regulations, and met the needs of UFCW Local 338. Dan also met with Mr. Fontano at the Manhattan ICA conference and has been in frequently contact.

Local 338
1505 Kellum Place
Mineola, NY 11501

Phone: (516) 294-1338
E-mail: jfontano@local338.org

George Maziarz

Senator - Vice President Pro Tempore
Representing The 62nd Senate District

Meeting Date : July 18, 2015 **Time of Meeting : 1:30pm**

Meeting Location: Alrich City Center
175 Walnut St
Lockport, New York 14094

Daniel J Casacci, President of LabCare, Inc., gave a PowerPoint presentation to Senator George Maziarz describing in detail the business plan of the company. LabCare asked for the Senators' support and gave him a copy of the presentation.

Senator George Maziarz
175 Walnut St. Suite 6
Lockport, NY 14094

Phone: 716-434-0680
E-mail: maziarz@nysenate.gov

Susan Langdon & Michael Casale

Director of Project Development & Deputy Commissioner
Representing Niagara County Industrial Development Agency

Meeting Date : August 5, 2014 **Time of Meeting : 1:00pm**

Meeting Location: NCIDA Building
6311 Inducon Corporate Drive
Sanborn, NY 14132

Daniel J. Casacci, President of LabCare, Inc., gave a presentation to Susan Langdon and Michael Casale. The topics of discussion included socially responsible power hydroelectric power use and ensuring LabCare, Inc. was able to allocate the proper power for high capacity marihuana production. Mrs. Langdon And Mr. Casale provided supporting recommendations on the best ways to apply for state programs and ensure proper infrastructure integration.

NCIDA Building
6311 Inducon Corporate Dr
Sanborn, NY 14132

Phone: 716-278-8750
E-mail: susan.langdon@niagaracounty.com
E-mail: michael.casale@niagaracounty.com

Niagara County Center for Economic Development

Moral Character And Competence Of Board Members

"the moral character and competence of board members, officers, managers, owners, partners, principal stakeholders, directors, and members of the applicant's organization"

Dr. Kathleen Casacci - CEO

My name is Dr. Kathleen Marie Casacci and I am the Owner, CEO, and Medical Director of LabCare, Inc. Throughout my career, I have shown a high level of drive, adaptability, and ethics in every aspect of my life. I have partaken in community service, volunteer work, and focused on improving my local community. I have consistently proven my ability to provide excellence, professionalism, and follow through; regardless of circumstance.

Dr. Kathleen M. Casacci's Background

Born Kathleen Marie [redacted] in [redacted], she attended the [redacted] school district until an [redacted] in [redacted] at the age of [redacted] Kathleen knew from an early age she wanted to be a dentist or surgeon. At that time, it wasn't popular for a woman to become a doctor or medical professional, especially coming from a family where no one had gone to college. He parents, although supportive, encouraged her to pursue a "different" and less intensive professional career. She found herself in a radiological technology program sponsored by Mount St. Mary's hospital in Lewiston. She graduated [redacted] years later at the age of [redacted] effectively being not only the youngest licensed technologist in NYS, but also the most outstanding academic student in her class.

Kathleen then began working at a local hospital, The Erie County Medical Center, as a staff technologist. During her ten years at ECMC, she became the union representative for a department of seventy technologists. In addition, she expanded her education into the field of ultrasound technology, as well as computed axial tomography. These skills served her well, but later decided to push her education into a more challenging field, and purse her lifelong passion as a female dentist. She worked on research project with Columbia Scientific in conjunction with Glen McGiverny, a prosthodontist at UB to determine the best way to scan stints for future dental implants from 1987-89.

She meet her [redacted] of [redacted] years when they were both [redacted] years old and now they have [redacted]), as well as [redacted] from their [redacted]

When her [redacted] was just [redacted] both [redacted] and Kathleen decided to return to school in an effort to provide a better life for their [redacted] and pursue life long education goals. Kathleen worked full time midnight shifts at ECMC, while attending SUNY Buffalo State during the day. [redacted] attended evening classes at the University Of Buffalo and Canisius College. Kathleen applied to SUNY Buffalo State school of Dental Medicine and was accepted for the fall of 1989.

During her attendance at SUNY Buffalo State Dental School, Kathleen continued to work forty hour weekend shifts at both Sister's of Charity Hospital in Buffalo as a CAT scan technologist and at ECMC as a staff technologist. [redacted]

Despite raising her [redacted] and balancing a tremendous workload, Kathleen continued to excel at school. She was driven to be the best in her field and graduated Cum Laude 2/90 in her dental class. She won multiple scholarships for class rank and achievements including the Carl Lasher scholarship (top five in class) and the William Tucker Scholarship (top twenty in class). She even finished her bachelor's degree in 1991,

while in Dental school, to go on to win the Women's Professional Business and education scholarship.

Kathleen was a pediatric dentistry and prosthodontics minor, while also partaking in an oral surgery and special needs dentistry externship. Kathleen scored in the 92nd percentile in all sections of her National Boards. She was inducted into the Omicron Kappa Upsilon Dental honor society at graduation and received the following awards:

- The American College of Dentistry award for most outstanding student of 1993
- Steven B Totten Memorial Award for cancer research effort
- The American Society of Children's Dentistry outstanding professional award.

The first year after graduation, Kathleen held [redacted] as a staff dentist, including working for the Erie County Department Of Health. She began working as a clinical instructor in the restorative dentistry department. Kathleen attended SUNY Buffalo State pursuing her Master's Degree in Oral Sciences from 1993-1994, during that first year after dental school. She then became [redacted] with her [redacted], and was able to finish the course work, but was unable to complete the final draft of her research paper to receive her Masters degree. [redacted] after her [redacted] was [redacted] in [redacted] she founded and started her dental practice "Wheatfield Family Dentistry".

Kathleen's [redacted], was [redacted] with [redacted]. When she was diagnosed in [redacted], after which Kathleen traveled to the Institute for Learning Abilities. There she learned to [redacted] She then proceeded to provided [redacted] with her [redacted] every [redacted] for [redacted]. At the end of the program, [redacted] went from [redacted]. Thanks in part to Kathleen's commitment she is currently a [redacted] at [redacted]

Dr. Kathleen Casacci has devoted her entire professional career to serving her patients and focusing on her continuing education. She was the school dentist for Niagara Wheatfield School district for twelve years, providing dental health month education to 2nd grade students and providing dental supplies. Her practice, Wheatfield Family Dentistry, has collected food donations for the local food banks for the last fifteen years and participates in the local Meals on Wheels program. Kathleen was also a Sunday school teacher at Clarence United Methodist Church.

Dr. Casacci has never been satisfied with stagnancy regarding her education, and has completed over 3000 hours of continuing education to date. She is trained in straight wire orthodontics, bio esthetic dentistry, and did post graduate esthetic dentistry modules. In addition, she partook in a continuum of esthetic dentistry and endodontic therapy during 1998. She received both a fellowship in 2001 and mastership in 2012, from the American Academy of General Dentistry. She is now an Associate Fellow in the American Academy of Implant Dentistry since 2013. She has also been certified in ACLS and IV sedation dentistry since 2012. She has been a member of the American Dental Association since 1991.

Post Script from Dr. Kathleen Casacci

My entire career is been devoted to moving forward with my education while focusing on patient care and maintaining the highest level of ethics. When my family and I heard about Compassionate Care Act being signed into law in July of 2014, we felt very passionate that we could engage the program and make a significant positive difference in our community. The combined skillset of myself, my [redacted], my [redacted] and my [redacted] provide us a unique ability to comply with all the requirements put forth by the NYS DOH. I humbly implore you to consider giving LabCare the opportunity to provide the critically ill patients of NYS with life changing medical marihuana. I can assure you we will exceed your expectations and perform in the highest level of ethics, professionalism, and compliance.

TRINITY CHURCH
UNITED METHODIST
2100 Whitehaven Road, P.O. Box 38
Grand Island, NY 14072

From the Desk of
The Rev. Larry R. Baird
senior pastor

May 12, 2015

To Whom It May Concern:

I am writing today as a reference for Kathy and [redacted] in regard to their application for a medical marijuana license with the New York State Department of Health.

I can without reservation attest to their moral and ethical standing in the community, and in my personal acquaintance with them. If given this opportunity I know they will conduct themselves and the business within the highest standards possible. I believe that they are exactly the kind of people you would approve of in this field.

Most sincerely yours,

Larry R. Baird+ ASM

The Rev. Larry R. Baird
senior pastor
former District Superintendent, Upper New York Conference, The United Methodist Church

Personal Information

LARRY R. BAIRD

[redacted]

Date of Birth - [redacted]

I. Education

[redacted]

B.A., Lycoming College – 1971
M.Div., Colgate- Rochester Divinity School – 1974
Annual Continuing Education Events

II. Work Experience

[redacted]

III. Other Involvements

2 terms as Dean of the Western New York Appointive Cabinet
Board of Ordained Ministry (WNY)

- Registrar
- Chair, Division of Continuing Effectiveness
- Ordination Coordinator

Chair of Church Growth and Evangelism (WNY)
Chair of Camps, Conference, and Retreats (WNY)
New Area Conference Team (Upstate NY)
Northeast Jurisdiction Committee on Evangelism - 1980-4
Confessing Movement within The United Methodist Church – Board of Directors
Chautauqua United Methodist House, Board of Trustees

Dean, Youth Fishing Camp (Faith Building and Fishing)
Candidacy Mentor
Beechwood / Blocher Board of Directors – Ethics Committee Chair
Kiwanis International – Past Distinguished President, Local Club
Ecumenical clergy groups in appointments – 3 times chairperson

IV. Personal Development

- Renewal Study Leaves : 2007 Renewal Leave
- Racial Diversity Training – 3 day seminar with Dr. Kenneth Hardy
  Lombard Mediation Training
  Natural Church Development Training
  Alban Institute Training for Middle Judicatory Leaders – Leader's Role in Conflict
  DISC Training with Personal and Group Conference Staff Mentoring
  Family Process in Church and Synagogue with Edwin Friedman
- Language Facility : NT Greek, Latin, French
- Special Interests [redacted]

Christopher Casacci - Production Manager

In my career, I have partaken in a wide variety of trades that have given me both a wealth of experience and an expansive skill set ideally suited to working in the LabCare, Inc. marihuana production facility. These include more than seven years' experience with good agricultural practices with various fruit and vegetable plants. [redacted]

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

From a management role I have trained technical support staff, assembly workers, and sales teams on how to fully implement their positions to maximize their abilities. I have worked with CAD drawings, injection molded components, and product testing. This includes GS1 barcode labeling, product component sourcing, and warehouse inventory tracking systems.

My personal experience extends to familiarity with medical technologies, particularly in the field of laboratory animal science as a certified laboratory animal technologist. From creating animal anesthetic to working with viral vectors for genetic modification I am very comfortable with a wide array of medical related concepts and have received certification on high security laboratory protocols.

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

While my experience and abilities range across such a broad spectrum, the main predominant factor has been my adaptability to new business challenges in the indoor gardening field. My role with LabCare, Inc. will consist of designing and implementing all protocols to ensure both the quantity and quality of marihuana produced for the state exceeds all expectations from both the patients and their doctors. I will also help oversee many security protocols, ensure GLP's, and SOP's exceed all requirements in the regulations to prevent diversion and create a positive social impact. It would be an honor and a privilege to work with NYS and LabCare, Inc. to implement a turn-key medical marihuana solution to fulfill the States needs for the critically ill.

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

Below are two letters of recommendation regarding my character, as well as a letter regarding my USDA compliance/competence running an animal laboratory. Finally, are letters from TSA and DMV regarding my background clearance for transport of hazardous materials, which requires rigorous background clearance.

D.L. Boone Consulting, Inc.
694 Ridge Road
Lewiston, NY 14092
Ph. (716) 998-8730

January 21, 2015

Dear Sir or Madam:

My name is [redacted] and I am writing this letter to inform the reader of my work experience with Mr. Christopher Casacci.

For approximately [redacted] I was employed by Chris as Sales Manager for his company, Sunlight Solutions, Incorporated. At the time I took that position, the company had already been in business for a number of years and had a fine reputation in the industry. Sunlight Solutions was a manufacturer of complete indoor gardening systems.

Chris had founded the company, designed all the equipment we sold and set up and managed all the processes for manufacturing it.

My background (both education and experience) is in [redacted] and [redacted] so my coming to work for Chris involved a rather extensive learning curve in the field of indoor gardening. Because Chris is an excellent teacher, I was able to become competent enough to handle all sales tasks and even many customer issues involving growing plants in an indoor environment. Having said that, however, whenever occasions arose which were beyond my capabilities, Chris was always available to satisfy customer needs and enhance their "growing experience." Nobody else I have ever met knows more about indoor gardening than Chris Casacci.

Furthermore, in my years with Chris I was very favorably impressed with his attitude. He was competent in running the business and, more important to me, he was always careful to treat both customers and employees in an honest and honorable manner.

In summary, I consider Christopher Casacci to be a capable and honest businessman who is an expert in the area of gardening – both indoor and outdoor. Should the reader have questions, please feel free to contact me.

Yours truly,

[redacted]

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

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

12/31/14

To Whom It May Concern:

I was asked by Christopher Casacci to provide a letter of recommendation as a long standing customer of Sunlight Solutions Hydroponics. I have known Chris for over [redacted] and have called on countless occasions to ask for help with technical support for my indoor garden. Whether it was complex issues of pH balancing or PAR ratings for understanding my grow light issues, Chris always had the answer. I have gone to many hydro shops and talked to many manufacturers and always got the run around. Either people didn't know the answers or wouldn't take the time to really help a customer in need. That was never the case with Chris, he always was willing to help, no matter how small the problem he really cared about me and customer service. He is the most knowledgeable person I know regarding hydroponics and indoor growing, and while I'm not an expert, I know where to go when I need one. He is a stand up business owner and definitely knows the industry inside out.

Chris is plethora of knowledge and I highly recommend him.

Sincerely

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

[redacted]cell

[redacted]Home email [redacted]

Specialized Care for Avian & Exotic Pets

www.BuffaloBirdNerd.com

Laura Wade
DVM, Dipl ABVP (Avian)

June 5, 2009

Dear FDA official,

On May 20, 2009, I visited Chistopher Casacci's new *Neon Mice* facility in Niagara Falls, NY. Chris provided me a complete tour of the facilities and I was able to inspect a representative sample of mice and rats in the colony. The facility was well-designed, very clean and the animals were in good condition and well-cared for. Examples of Chris's attention to details included the presence of a wall-mounted hand-sanitizer and accurate geneology markings on all animal cage bins. Employee safety was excellent as care staff were noted to be wearing masks and gloves.

In addition, Chris provided me with several of his ACLAM-derived guidelines and protocols for anesthesia, gonadectomy, and tattooing and showed me his organized medical record system. He acquires mice from a reputable company that does excellent disease screening. The mice did not appear to exhibit significant cannibalism, tumors, malocclusions, limb deformities or signs of infectious disease. The does appeared to produce significantly large litters and neonatal pups exhibited milk spots. The juveniles exhibited good hair coats and a very limited number of adults exhibited scratch marks from cagemates (due to lack of hair protection from the fluorescence mutation). Unlike the majority of his colleagues in this industry, Chis is extremely knowledgeable and appears to have thought through all important details necessary for a successful rodent breeding business. He is eager to maintain twice-annual veterinary inspections. Although not required, Chris is interested in following USDA guidelines, which I think will add credibility to his business. I have worked with several other area facilities as a consultant in a similar fashion, including a USDA-accredited pet store in Buffalo. Currently, *Neon Mice* would meet USDA compliance in regards to the facility and animal care requirements. In my opinion, his facility is on par with the Department of Laboratory Animal Medicine at the University of Buffalo.

My practice is exclusively devoted to exotic pets and I completed a two-year exotic animal residency (full CV available on my website under "About Dr. Wade"). In addition, I am a USDA-accredited veterinarian. Although much of my work is with individual companion animals, I have a growing flock and breeding colony clientele.

Feel free to contact me with any questions or concerns you might have.

Sincerely,

Laura Wade, DVM, Dipl. ABVP (Avian)

LOCATED AT: Broadway Veterinary Clinic, PC • 5915 Broadway • Lancaster, NY 14086
P: (716) 651-0144 • F: (716) 681-4585 • BuffaloBirdNerd@gmail.com

U.S. Department of Homeland Security
Office of Transportation Threat Assessment and Credentialing
Arlington, VA 20598

Transportation Security Administration

September 5, 2013

CHRISTOPHER D CASACCI
[redacted]

Re: TSA Determination of Eligibility, CHRISTOPHER D CASACCI, CDL # [redacted]

Dear Mr. CASACCI

The Transportation Security Administration (TSA) has reviewed your application to obtain or renew your Hazardous Materials Endorsement (HME), pursuant to Title 49, Code of Federal Regulations (C.F.R.), part 1572. You currently meet the requirements to hold an HME.

Accordingly, this letter serves as a determination that you meet the eligibility requirements to hold an HME, as set forth in 49 C.F.R. section 1572.15(d)(1). TSA will notify the licensing state that you may obtain or renew your HME.

Sincerely,

Robert Freeman, Director
Adjudication Center
Office of Transportation Threat Assessment and Credentialing

000005-000030

NEW YORK STATE
DEPARTMENT OF MOTOR VEHICLES

C D CASACCI
[redacted]

Date: 02/06/2014
CID: [redacted]

Your application for a hazardous materials endorsement included background checks by the Transportation Security Administration (TSA) and the NYS Department of Motor Vehicles pursuant to Section 501 (6) of the New York Vehicle and Traffic Law.

Based on the result of the background checks you have been qualified to transport hazardous materials.

You must go to a DMV issuing office to obtain your updated CDL license with the HazMat endorsement.

Please complete the enclosed MV-44 (Application for Driver License or Non-Driver ID Card), and bring it, along with a copy of your current USDOT Medical Examiner's Certificate with this letter when you visit the issuing office.

There will be no fee for this transaction.

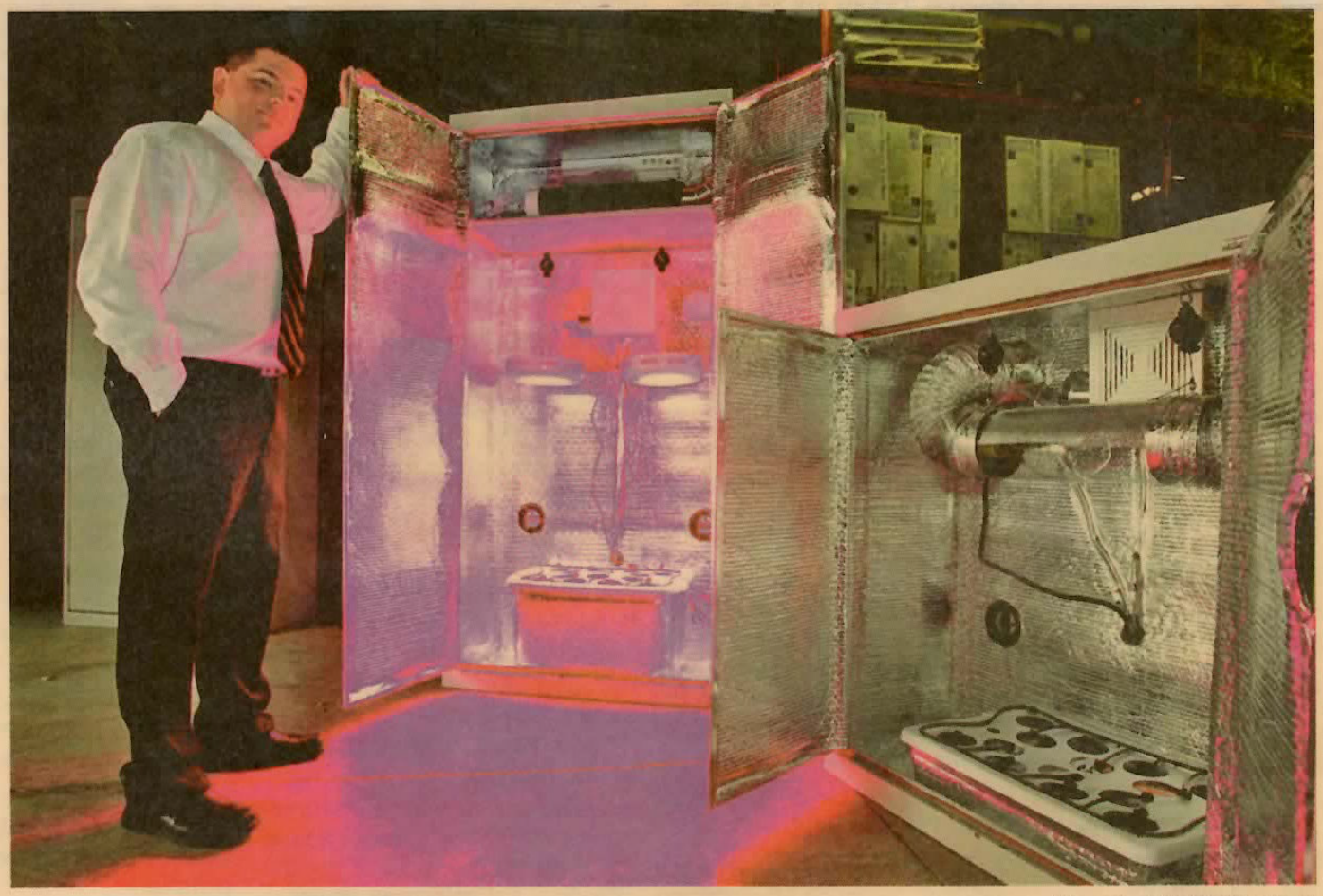
Please contact our office at (518) 408-2997 with any questions regarding this matter.

Sincerely,

The HazMat Unit

bdp

THE BUFFALO NEWS Wednesday, October 21, 2009



Harry Scull Jr./Buffalo News

Christopher D. Casacci, owner of Sunlight Solutions, displays equipment manufactured by his company, which specializes in hydroponic units for greenhouses and is looking to build a 7,500-square-foot plant.

Seeking a break to expand

With a tax incentive, producer of equipment for greenhouses would add jobs in Wheatfield

BY THOMAS J. PROHASKA

NEWS NIAGARA REPORTER

WHEATFIELD — A company that produces hydroponic equipment for greenhouses is seeking to build a larger plant with help from a tax break from the Niagara County Industrial Development Agency.

Christopher D. Casacci, owner of Sunlight Solutions, is currently leasing space in an IDA-owned incubator building on Niagara Falls Boulevard. He wants to construct a

Nov. 18.

"We're growing at the seams. We don't have enough office space," Casacci said. "Also, our rent rate [at the incubator] would be more than our mortgage if we moved."

Casacci, an East Amherst resident, started his company in 2003 in North Tonawanda. It moved to what was then the Prime Outlets Mall for a year before shifting to Wheatfield.

The company's objective is to supply residential growers hydroponic equipment for greenhouses.

Sunlight Solutions now has about $2 million in annual sales. Besides its equipment assembly and shipping, it carries plant food, lighting systems and gardening equipment.

Another applicant at last week's IDA meeting was Casacci's mother, Dr. Kathleen M. Casacci, a dentist.

Her practice, Wheatfield Family Dentistry, has been operating for 15 years. She seeks to move from 3571 Niagara Falls Blvd. to a building she will buy at 3349 Niagara Falls Blvd.

The latter building, according to IDA Assistant Director Lawrence D. Witul, is a former kennel next to a shooting club. It would be converted into a 2,500-square-foot dental of-

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

Daniel J. Casacci

Daniel Casacci has a wide array of industrial, packaging, management, and pharmaceutical processing experience. He brings a high degree of competence regarding operations and troubleshooting on many of the various equipment we'll be using at our facility for drying, processing, and packaging equipment. [redacted]

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

Daniel also has immersed himself in the NYS medical marihuana program during the past ten months, carefully considering how best to comply with the NYS DOH regulations. Dan has also spent time in Colorado, carefully inspecting all aspects of other legal medical marihuana industries to best emulate a safe, diversion free model in NY. Below are some examples of industry leaders he has met with to clearly understanding their operating methodologies.

Lily C. Colley

Representing Dixie Elixirs

Meeting Date : February 24, 2015 **Time of Meeting : 3:30pm**

Meeting Location: Dixie Elixirs
4990 Oakland Street
Denver, Colorado 80239

Daniel J. Casacci, President of LabCare, Inc., met with Lily Colley and discussed Dixie Elixir's business model and best practices. We covered topics such as the 'Start Low, Go Slow' consumer safety programs, and how similar informational messages could be conveyed in NY. LabCare, Inc. representatives toured the clean room area and processing centers. We also discussed designs, product extract infusion, and dosing stability.

Dixie Elixirs
4990 Oakland St.
Denver, CO 80239

Phone: 303-945-3965
E-mail: lcolley@dixieelixirs.com

Marc Harvill

Licensing Service Coordinator
Representing Medicine Man

Meeting Date : February 25, 2015 **Time of Meeting : 1:00pm**

Meeting Location: Medicine Man
4750 Nome Street
Denver, Colorado 80239

Daniel J. Casacci, President of LabCare, Inc., spoke with Marc Harvill and the operators of Medicine Man (the largest Colorado based marihuana grower) in detail about the business plan of the company to bring medical marihuana to the citizens of Western NY. Dan toured the entire facility and we discussed in detail all the different techniques for growing marihuana in an indoor facility on an industrial scale. These include the severe limitations on greenhouse production due to the inability to closely control growing conditions. It was very clear that "Medicine Man" has a business model based on selling 'flowers/buds', not pharmaceutical based extracts with rigorously laboratory tested requirements. Thus, their methodologies used for production based on NY DOH regulations are not comparable or efficient if emulated.

Medicine Man
4750 Nome St
Denver, CO 80239

Phone: (303)481-4419
E-mail: marc@medicinemantechnologies.com

MEDICINE MAN

Ian James

Sales Manager
Representing M.J. Freeway

Meeting Date : July 29, 2014 **Time of Meeting : 4:30pm**
Meeting Location: Webinar

Ian James, Sales Manager of M.J. Freeway, gave a webinar presentation to LabCare, Inc. about the benefits of using their tracking software for marihuana production and dispensing. M.J. Freeway is one of the top three companies that produces marihuana tracking software. In addition we received training on their inventory management system and tested the various system attributes to ensure NYS DOH compliance. We met Mr. James in person during the Marijuana Business Conference & Expo 2014 in Arizona while comparing M.J. Freeway against BioTrack Software.

M.J. Freeway
40 W. Littleton Blvd.
Littleton, CO 80120
Phone: 888-932-6537 E-mail: Ian@MJFreeway.com

MJ FREEWAY SOFTWARE SOLUTIONS
Track every gram

Andrew DeAngelo

Vice President
Representing Harborside Health Center

Meeting Date : November 13, 2014 **Time of Meeting : 3:00pm**

Meeting Location: Marijuana Business Conference & Expo
3700 W. Flamingo Rd
Las Vegas, Nevada 89103

Daniel J Casacci, President of LabCare, Inc., talked to Andrew DeAngelo in detail about the business plan of the company to bring medical marihuana to the citizens of Western NY. It is LabCare's hope to model our dispensaries after the Harborside dispensary model. Topics of discussion included security, facility design, handicapped accessibility needs, and maintaining high levels of professionalism in terms of interior design.

Harborside Health Center
1840 Embarcadero
Oakland, CA 94606

Phone: (888) 994-2726
E-mail: Andrew.DeAngelo@harborsidehealthcenter.com

Trent Woloveck

Chief Operating Officer
Representing American Marihuana Company Inc.

Meeting Date : February 26, 2015 **Time of Meeting : 9:00am**

Meeting Location: American Marihuana Company Inc.
3457 Ringsby Ct. Unit 111
Denver, Colorado 80216

Daniel J. Casacci, President of LabCare, Inc., spoke with Trent Woloveck in detail about the business plan of the company to bring medical marihuana to the citizens of Western New York. Topics discussed included good agricultural practices, integration with Colorado based marihuana consultants, and industry concerns.

American Marihuana Company
3457 Ringsby Ct. Unit 111
Denver, CO 80216

Phone: (614) 271-4349
E-mail: trent@americanmarihuanaconsulting.com

American Cannabis Company
growing the next frontier

Christopher Taylor

CFO

Representing Advanced Marihuana Solutions

Meeting Date : February 23, 2015 **Time of Meeting : 3:00pm**

Meeting Location: Advanced Marihuana Solutions
4445 Northpark Dr. Suite 102
Colorado Springs, Colorado 80907

Daniel J. Casacci, President of LabCare, Inc., met with Christopher Taylor of Advanced Marihuana Solutions to discuss Marihuana company successes and failures in the Colorado market. These include banking limitations for companies, their employees, and IRS 280E implications. Mr. Taylor may be an assisting accountant for LabCare, Inc. and has experience filing hundreds of marihuana related tax returns.

General Marihuana (ACS)
4445 Northpark Dr Suite102
Colorado Springs, CO 80907

Phone: 719-332-4176
E-mail: chris@advmarihuana.com

Raymond W. Walter
Assemblyman 146th District

Ranking Minority Member
Economic Development, Job Creation,
Commerce and Industry Committee

The Assembly
State of New York
Albany

Committees

Health
Housing
Insurance
Ways and Means

May 26, 2015

Mr. Howard Zucker
Acting Commissioner
New York State Department of Health
Corning Tower
Empire State Plaza
Albany, NY 12237

Dear Commissioner Zucker:

I would like to express my support for the application LabCare, Inc. to become a Registered Organization licensed to operate under the Compassionate Care Act to manufacture and dispense medical marijuana.

LabCare has a 60,000 square foot facility in Erie County. This proximity to the Buffalo Niagara Medical Campus and Roswell Park Cancer Institute also provides a great advantage. Having these facilities close by allows for an opportunity for research and the development of related industries. The greater potential for secondary start-up businesses and the effect those will have on the tax base and employment opportunities should be strongly taken into consideration.

As a New York State Assemblyman, I fully support LabCare, Inc.'s application to become a licensed Registered Organization to manufacture and dispense medical marijuana. Please do not hesitate to contact me, if you have any questions or if I can further assist

Very Truly Yours,

Raymond W. Walter
Member of Assembly

Albany Office: Room 550, Legislative Office Building, Albany, New York 12248*518-455-4618*Fax 518-455-5023
District Office: 5555 Main Street, Williamsville, New York 14221*716-634-1895*Fax 634-1250
Email: Walterr@assemly.state.ny.us

Section

H

RO Application
DOH-5138
Medical Marihuana

Section H: Legal Disclosures

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

Appendix

A

RO Application
DOH-5138
Medical Marihuana

Appendix A: Affidavits

Attached are the affidavits for the only four shareholders and board members that have equity in LabCare, Inc. There are no other board members, officers, managers, owners, partners, principle stakeholders, directors, or members. An organizational structure further clarifying this statement is included in the staffing section listed as "Attachment J".

"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."

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

Appendix A **must** be completed for all board members, officers, managers, owners, partners, principal stakeholders, directors, and members. For board members, officers, managers, owners, partners, directors, and members of the applicant that are not natural persons, Appendix A must be completed by each board member, officer, manager, owner, partner, director and member of that entity, going back to the level of ownership by a natural person. **An Organizational Chart documenting your organizational structure must be included with this application.**

1. Business Name: LabCare, Inc.

This is the name that was entered in Section A of the Application for Registration as a Registered Organization.

2. Name: Dr. Kathleen Marie Casacci	3. Title: CEO-Medical Director

4. Briefly describe the role of this person or entity in the proposed registered organization:

As the primary owner and stockholder, Dr. Kathleen Marie Casacci will act as medical director for LabCare,.Inc. The Dispensary manager will report directly to Dr. Casacci with oversight of hiring practices, reviews of employees in the dispensaries, patient or physician problem resolution. Dr. Casacci will also be a liaison to the NYSDOH, and the "public face" of LabCare,Inc.. She will work to coordinate and ensure proper output expectations from the production facility, partake in government and public relations, and above all ensure the quality of pharmaceutical grade medical marihuana for patients.

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 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.

8. Phone: [redacted]			9. Fax:		
10. Email: [redacted]					
11. Residence Address: [redacted]					
12. City: [redacted]		13. State: [redacted]		14. ZIP Code: [redacted]	
15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
Mount St. Mary's Hospital,	5300 Military Rd. Lewiston , New York 14092	7/77	6/79	L.R.T, L.T radiologic technology	7/77
SUNY@ Buffalo	12 Capen Hall University at Buffalo Buffalo, NY 14260	1/85	7/89	B.A. Psychology	1/91
SUNY@Buffalo School of Dental Medicine	327 Squire Hall Buffalo, NY 14214	8/89	5/93	Doctor of Dental Surgery	5/93
SUNY @Buffalo School of Dental Medicine	327 Squire Hall Buffalo, NY 14214	8/93	5/94	(Masters oral Sciences)	

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

16. Licenses Held: List any and all licenses issued by a governmental or other regulatory entity.

Type of Professional License	License Number	Institution Granting License (Mailing Address, Phone, Email)	Effective Date	Expiration Date
Doctor of Dental Surgery	044773-1	NYSDOH Corning Tower, Empire State Plaza Albany, NY 12237	6/17/2014	05/31/2017
Moderate Sedation Permit	044773-1	NYSDOH Corning Tower, Empire State Plaza Albany, NY 12237	04/23/2013	3/31/2016
DEA Schedule II, III, IV and V	[redacted]	Drug Enforcement Agency 8701 Morrissette Drive. Springfield, VA 22152	07/152014	06/31/17

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

Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:	Ending Date of Employment:	
Name of Supervisor for Reference:	Supervisor Phone Number:	
Position/Responsibilities:		
Reason For Departure:		
Name of Employer:		
Type of Business:		
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:	Ending Date of Employment:	
Name of Supervisor for Reference:	Supervisor Phone Number:	
Position/Responsibilities:		
Reason For Departure:		
Name of Employer:		
Type of Business:		
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:	Ending Date of Employment:	
Name of Supervisor for Reference:	Supervisor Phone Number:	
Position/Responsibilities:		
Reason For Departure:		
Name of Employer:		

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

Type of Business:		
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:	Ending Date of Employment:	
Name of Supervisor for Reference:	Supervisor Phone Number:	
Position/Responsibilities:		
Reason For Departure:		
Name of Employer:	Type of Business:	
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:	Ending Date of Employment:	
Name of Supervisor for Reference:	Supervisor Phone Number:	
Position/Responsibilities:		
Reason For Departure:		

18. Offices Held or Ownership Interest in Other Businesses

List any affiliations you have been associated with in the past 10 years. Affiliation, for the purpose of this section, includes serving as either a board member, officer, manager, owner, partner, principal stakeholder, director or member of the organization. Organizations outside of New York State must also be disclosed.

Have you owned or operated a business or had any affiliations with the operations of a business in New York, in the USA, or in other countries? ☑ Yes ☐ No

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

Appendix A:
Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members
Redacted pursuant to N.Y. Public Officers Law, Art. 6

From: To:	Name and Address of Business:	
Business Type:	Office Held/Nature of Interest:	☐ open ☐ closed ☐ proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		
From: To:	Name and Address of Business:	
Business Type:	Office Held/Nature of Interest:	☐ open ☐ closed ☐ proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		

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

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.

As a medical practitioner I am licensed and familiar with working with controlled substances, and have both state and federal licenses. I have operated in a managerial capacity as the owner of my dental practice, and in various leadership capacities among co-workers and among other medical professionals. I am an extremely hardworking and committed woman, and have met any challenges that have been put before me. I am deeply committed to ensuring the success of our organization if chosen as a registered organization, and will work in any capacity I can to meet or exceed compliance requirements. Alleviating the pain and suffering of others has always been the primary focus of my medical career, and I will extend my existing experience to continuing that passion with the NYS DOH medical marihuana program.

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:
Notary Name:	Notary Registration Number:
Notary (Notary Must Affix Stamp or Seal)	Date:

NEW YORK STATE | Department of Health

Medical Marijuana Program
Application for Registration as a Registered Organization

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

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.

As a medical practitioner I am licensed and familiar with working with controlled substances, and have both state and federal licenses. I have operated in a managerial capacity as the owner of my dental practice, and in various leadership capacities among co-workers and among other medical professionals. I am an extremely hardworking and committed woman, and have met any challenges that have been put before me. I am deeply committed to ensuring the success of our organization if chosen as a registered organization, and will work in any capacity I can to meet or exceed compliance requirements. Alleviating the pain and suffering of others has always been the primary focus of my medical career, and I will extend my existing experience to continuing that passion with the NYS DOH medical marihuana program.

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: Kathleen M Cusmano DDS	Date: 5/15/15
Notary Name: Kathleen S Belson	Notary Registration Number: NO. 01-BE6304990
Notary (Notary Must Affix Stamp or Seal)	Date: 5/15/15

KATHLEEN S. BELSON
Notary Public - State of New York
No. 01-BE6304990
Qualified in Niagara County
My Commission Exp. 06/02/2018

THE UNIVERSITY OF THE STATE OF NEW YORK

EDUCATION DEPARTMENT

BE IT KNOWN THAT

CASACCI KATHLEEN MARIE
STE 6
3571 NIAGARA FALLS BL
N TONAWANDA NY 14120-1200

IS CERTIFIED IN
DENTAL PARENTERAL CONSCIOUS SEDATION
IN THE PRACTICE OF DENTISTRY IN THE STATE OF NEW YORK

FOR THE PERIOD BEGINNING 04/23/13 AND ENDING 03/31/16
IN WITNESS WHEREOF THE EDUCATION DEPARTMENT GRANTS THIS CERTIFICATE
UNDER ITS SEAL AT ALBANY, NEW YORK

PRESIDENT OF THE UNIVERSITY
AND COMMISSIONER OF EDUCATION

CERTIFICATION NUMBER
000237
DENTISTRY LICENSE NUMBER
044773

DEPUTY COMMISSIONER
FOR THE PROFESSIONS

EXECUTIVE SECRETARY
STATE BOARD FOR DENTISTRY

8177623

THE UNIVERSITY OF THE STATE OF NEW YORK

EDUCATION DEPARTMENT

BE IT KNOWN THAT

KATHLEEN MARIE CASACCI

HAVING GIVEN SATISFACTORY EVIDENCE OF THE COMPLETION OF PROFESSIONAL AND OTHER REQUIREMENTS PRESCRIBED BY LAW IS QUALIFIED TO PRACTICE

DENTISTRY

IN THE STATE OF NEW YORK

IN WITNESS WHEREOF THE EDUCATION DEPARTMENT GRANTS THIS LICENSE UNDER ITS SEAL AT ALBANY, NEW YORK THIS FIFTEENTH DAY OF JULY, 1993.

LICENSE NUMBER
044773

PRESIDENT OF THE UNIVERSITY AND COMMISSIONER OF EDUCATION

EXECUTIVE SECRETARY
STATE BOARD FOR DENTISTRY

736741

CASACCI, KATHLEEN M DDS
3349 NIAGARA FALLS BLVD
NORTH TONAWANDA, NY 14120-0000-000

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
[redacted]	08-31-2017	$731

SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N, 3,3N,4,5,	PRACTITIONER	07-15-2014

CASACCI, KATHLEEN M DDS
3349 NIAGARA FALLS BLVD
NORTH TONAWANDA, NY 14120-0000

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
UNITED STATES DEPARTMENT OF JUSTICE
DRUG ENFORCEMENT ADMINISTRATION
WASHINGTON D.C. 20537

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
UNITED STATES DEPARTMENT OF JUSTICE
DRUG ENFORCEMENT ADMINISTRATION
WASHINGTON D.C. 20537

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
[redacted]	08-31-2017	$731

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CASACCI, KATHLEEN M DDS
3349 NIAGARA FALLS BLVD
NORTH TONAWANDA, NY 14120-0000

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Form DEA-223 (4/07)

The University of the State of New York
Education Department
Office of the Professions

REGISTRATION CERTIFICATE

Do not accept a copy of this certificate

License Number: 044773-1 Certificate Number: 8453300

CASACCI KATHLEEN MARIE
3349 NIAGARA FALLS
BLVD
NORTH TONAWANDA NY 14120-0000

is registered to practice in New York State through 05/31/2017 as a(n)
DENTIST

LICENSEE/REGISTRANT

EXECUTIVE SECRETARY

COMMISSIONER OF EDUCATION

DEPUTY COMMISSIONER
FOR THE PROFESSIONS

This document is valid only if it has not expired, name and address are correct, it has not been tampered with and is an original - not a copy. To verify that this registration certificate is valid or for more information please visit ***www.op.nysed.gov.***

Moral Character And Competence Of Board Members

"the moral character and competence of board members, officers, managers, owners, partners, principal stakeholders, directors, and members of the applicant's organization"

Dr. Kathleen Casacci - CEO

My name is Dr. Kathleen Marie Casacci and I am the Owner, CEO, and Medical Director of LabCare, Inc. Throughout my career, I have shown a high level of drive, adaptability, and ethics in every aspect of my life. I have partaken in community service, volunteer work, and focused on improving my local community. I have consistently proven my ability to provide excellence, professionalism, and follow through; regardless of circumstance.

Dr. Kathleen M. Casacci's Background

Born Kathleen Marie [redacted] in [redacted], she attended the [redacted] school district until an [redacted] in [redacted] at the age of [redacted] Kathleen knew from an early age she wanted to be a dentist or surgeon. At that time, it wasn't popular for a woman to become a doctor or medical professional, especially coming from a family where no one had gone to college. He parents, although supportive, encouraged her to pursue a "different" and less intensive professional career. She found herself in a radiological technology program sponsored by Mount St. Mary's hospital in Lewiston. She graduated [redacted] years later at the age of [redacted] effectively being not only the youngest licensed technologist in NYS, but also the most outstanding academic student in her class.

Kathleen then began working at a local hospital, The Erie County Medical Center, as a staff technologist. During her ten years at ECMC, she became the union representative for a department of seventy technologists. In addition, she expanded her education into the field of ultrasound technology, as well as computed axial tomography. These skills served her well, but later decided to push her education into a more challenging field, and purse her lifelong passion as a female dentist. She worked on research project with Columbia Scientific in conjunction with Glen McGiverny, a prosthodontist at UB to determine the best way to scan stints for future dental implants from 1987-89.

She meet her [redacted] of [redacted] years when they were both [redacted] years old and now they have [redacted]), as well as [redacted] from their [redacted]

When her [redacted] was just [redacted], both [redacted] and Kathleen decided to return to school in an effort to provide a better life for their [redacted] and pursue life long education goals. Kathleen worked full time midnight shifts at ECMC, while attending SUNY Buffalo State during the day. [redacted] attended evening classes at the University Of Buffalo and Canisius College. Kathleen applied to SUNY Buffalo State school of Dental Medicine and was accepted for the fall of 1989.

During her attendance at SUNY Buffalo State Dental School, Kathleen continued to work forty hour weekend shifts at both Sister's of Charity Hospital in Buffalo as a CAT scan technologist and at ECMC as a staff technologist. [redacted]

Despite raising her [redacted] and balancing a tremendous workload, Kathleen continued to excel at school. She was driven to be the best in her field and graduated Cum Laude 2/90 in her dental class. She won multiple scholarships for class rank and achievements including the Carl Lasher scholarship (top five in class) and the William Tucker Scholarship (top twenty in class). She even finished her bachelor's degree in 1991,

while in Dental school, to go on to win the Women's Professional Business and education scholarship.

Kathleen was a pediatric dentistry and prosthodontics minor, while also partaking in an oral surgery and special needs dentistry externship. Kathleen scored in the 92nd percentile in all sections of her National Boards. She was inducted into the Omicron Kappa Upsilon Dental honor society at graduation and received the following awards:

- The American College of Dentistry award for most outstanding student of 1993
- Steven B Totten Memorial Award for cancer research effort
- The American Society of Children's Dentistry outstanding professional award.

The first year after graduation, Kathleen held [redacted] as a staff dentist, including working for the Erie County Department Of Health. She began working as a clinical instructor in the restorative dentistry department. Kathleen attended SUNY Buffalo State pursuing her Master's Degree in Oral Sciences from 1993-1994, during that first year after dental school. She then became [redacted] with her [redacted], and was able to finish the course work, but was unable to complete the final draft of her research paper to receive her Masters degree. [redacted] after her [redacted] was [redacted] in [redacted] she founded and started her dental practice "Wheatfield Family Dentistry".

Kathleen's [redacted], was [redacted] with [redacted]. When she was diagnosed in [redacted], after which Kathleen traveled to the Institute for Learning Abilities. There she learned to [redacted]. She then proceeded to provided [redacted] with her [redacted] every [redacted] for [redacted]. At the end of the program, [redacted] went from [redacted]. Thanks in part to Kathleen's commitment she is currently a [redacted] at [redacted]

Dr. Kathleen Casacci has devoted her entire professional career to serving her patients and focusing on her continuing education. She was the school dentist for Niagara Wheatfield School district for twelve years, providing dental health month education to 2nd grade students and providing dental supplies. Her practice, Wheatfield Family Dentistry, has collected food donations for the local food banks for the last fifteen years and participates in the local Meals on Wheels program. Kathleen was also a Sunday school teacher at Clarence United Methodist Church.

Dr. Casacci has never been satisfied with stagnancy regarding her education, and has completed over 3000 hours of continuing education to date. She is trained in straight wire orthodontics, bio esthetic dentistry, and did post graduate esthetic dentistry modules. In addition, she partook in a continuum of esthetic dentistry and endodontic therapy during 1998. She received both a fellowship in 2001 and mastership in 2012, from the American Academy of General Dentistry. She is now an Associate Fellow in the American Academy of Implant Dentistry since 2013. She has also been certified in ACLS and IV sedation dentistry since 2012. She has been a member of the American Dental Association since 1991.

Post Script from Dr. Kathleen Casacci

My entire career is been devoted to moving forward with my education while focusing on patient care and maintaining the highest level of ethics. When my family and I heard about Compassionate Care Act being signed into law in July of 2014, we felt very passionate that we could engage the program and make a significant positive difference in our community. The combined skillset of myself, my [redacted], my [redacted] and my [redacted] provide us a unique ability to comply with all the requirements put forth by the NYS DOH. I humbly implore you to consider giving LabCare the opportunity to provide the critically ill patients of NYS with life changing medical marihuana. I can assure you we will exceed your expectations and perform in the highest level of ethics, professionalism, and compliance.

TRINITY CHURCH
UNITED METHODIST
2100 Whitehaven Road, P.O. Box 38
Grand Island, NY 14072

From the Desk of
The Rev. Larry R. Baird
senior pastor

May 12, 2015

To Whom It May Concern:

I am writing today as a reference for Kathy and [redacted]n regard to their application for a medical marijuana license with the New York State Department of Health.

I can without reservation attest to their moral and ethical standing in the community, and in my personal acquaintance with them. If given this opportunity I know they will conduct themselves and the business within the highest standards possible. I believe that they are exactly the kind of people you would approve of in this field.

Most sincerely yours,

Larry R. Baird

The Rev. Larry R. Baird
senior pastor
former District Superintendent, Upper New York Conference, The United Methodist Church

Personal Information

LARRY R. BAIRD

[redacted]

Date of Birth – [redacted]

I. Education

[redacted]

B.A., Lycoming College – 1971
M.Div., Colgate- Rochester Divinity School – 1974
Annual Continuing Education Events

II. Work Experience

[redacted]

III. Other Involvements

2 terms as Dean of the Western New York Appointive Cabinet
Board of Ordained Ministry (WNY)

- Registrar
- Chair, Division of Continuing Effectiveness
- Ordination Coordinator

Chair of Church Growth and Evangelism (WNY)
Chair of Camps, Conference, and Retreats (WNY)
New Area Conference Team (Upstate NY)
Northeast Jurisdiction Committee on Evangelism - 1980-4
Confessing Movement within The United Methodist Church – Board of Directors
Chautauqua United Methodist House, Board of Trustees

Dean, Youth Fishing Camp (Faith Building and Fishing)
Candidacy Mentor
Beechwood / Blocher Board of Directors – Ethics Committee Chair
Kiwanis International – Past Distinguished President, Local Club
Ecumenical clergy groups in appointments – 3 times chairperson

IV. Personal Development

- Renewal Study Leaves : 2007 Renewal Leave
- Racial Diversity Training – 3 day seminar with Dr. Kenneth Hardy
  Lombard Mediation Training
  Natural Church Development Training
  Alban Institute Training for Middle Judicatory Leaders – Leader's Role in Conflict
  DISC Training with Personal and Group Conference Staff Mentoring
  Family Process in Church and Synagogue with Edwin Friedman
- Language Facility : NT Greek, Latin, French
- Special Interests [redacted]

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

Appendix A **must** be completed for all board members, officers, managers, owners, partners, principal stakeholders, directors, and members. For board members, officers, managers, owners, partners, directors, and members of the applicant that are not natural persons, Appendix A must be completed by each board member, officer, manager, owner, partner, director and member of that entity, going back to the level of ownership by a natural person. **An Organizational Chart documenting your organizational structure must be included with this application.**

1. Business Name: LabCare, Inc.

This is the name that was entered in Section A of the Application for Registration as a Registered Organization.

2. Name: Daniel Joseph Casacci	3. Title: President

4. Briefly describe the role of this person or entity in the proposed registered organization:

Daniel will act as the corporate representative, overseeing all general activities in both the production and dispensing facilities. These activities include program oversight, ensuring quality control compliance, SOP compliance checks, program oversight, networking and cyber infrastructure troubleshooting, and conflict resolution management. The lead managers in each department will report to Daniel with the overall program details, potential problems, and help multiple departments properly interact.

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 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.

8. Phone: [redacted]			9. Fax:		
10. Email: [redacted]					
11. Residence Address: [redacted]					
12. City [redacted]		13. State: [redacted]		14. ZIP Code: [redacted]	
15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received

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

Erie Community College North	6205 Main St, Williamsville, NY 14221	1979	1981	Associates in Applied Science (Electronic Tech)	1981
University of New York at Buffalo	12 Capen Hall, Buffalo, New York 14260	1984	1988	Bachelor of Arts in Psychology	1988
Canisius College	2001 Main St, Buffalo, NY 14208	1993	1995	Masters in Business Administration	1995

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

16. Licenses Held: List any and all licenses issued by a governmental or other regulatory entity.

Type of Professional License	License Number	Institution Granting License (Mailing Address, Phone, Email)	Effective Date	Expiration Date

17. Employment History for the Past 10 Years: Start with MOST RECENT employment and include employment during the last 10 years. Attach additional copies of page 3, if necessary.

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

Appendix A:
Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members
Redacted pursuant to N.Y. Public Officers Law, Art. 6

Name of Employer:		
Type of Business:		
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:	Ending Date of Employment:	
Name of Supervisor for Reference:	Supervisor Phone Number:	
Position/Responsibilities:		
Reason For Departure:		
Name of Employer:		

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

Type of Business:		
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:	Ending Date of Employment:	
Name of Supervisor for Reference:	Supervisor Phone Number:	
Position/Responsibilities:		
Reason For Departure:		
Name of Employer:	Type of Business:	
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:	Ending Date of Employment:	
Name of Supervisor for Reference:	Supervisor Phone Number:	
Position/Responsibilities:		
Reason For Departure:		

18. Offices Held or Ownership Interest in Other Businesses

List any affiliations you have been associated with in the past 10 years. Affiliation, for the purpose of this section, includes serving as either a board member, officer, manager, owner, partner, principal stakeholder, director or member of the organization. Organizations outside of New York State must also be disclosed.

Have you owned or operated a business or had any affiliations with the operations of a business in New York, in the USA, or in other countries? ☐ **Yes** ☑ **No**

From:	Name and Address of Business:	
To:		
Business Type:	Office Held/Nature of Interest:	☐ **open** ☐ **closed** ☐ **proposed**
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		

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

From: To:	Name and Address of Business:	
Business Type:	Office Held/Nature of Interest:	☐ open ☐ closed ☐ proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		
From: To:	Name and Address of Business:	
Business Type:	Office Held/Nature of Interest:	☐ open ☐ closed ☐ proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		
From: To:	Name and Address of Business:	
Business Type:	Office Held/Nature of Interest:	☐ open ☐ closed ☐ proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		

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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:
Notary Name:	Notary Registration Number:
Notary (Notary Must Affix Stamp or Seal)	Date:

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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: Dan Marasco	Date: 5/15/15
Notary Name: Kathleen A Belson	Notary Registration Number: NO. 01-BE6304990
Notary (Notary Must Affix Stamp or Seal) KATHLEEN S. BELSON Notary Public - State of New York No. 01-BE6304990 Qualified in Niagara County My Commission Exp. 06/02/2018	Date: 5/15/15

Daniel J. Casacci

Daniel Casacci has a wide array of industrial, packaging, management, and pharmaceutical processing experience. He brings a high degree of competence regarding operations and troubleshooting on many of the various equipment we'll be using at our facility for drying, processing, and packaging equipment. [redacted]

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

Daniel also has immersed himself in the NYS medical marihuana program during the past ten months, carefully considering how best to comply with the NYS DOH regulations. Dan has also spent time in Colorado, carefully inspecting all aspects of other legal medical marihuana industries to best emulate a safe, diversion free model in NY. Below are some examples of industry leaders he has met with to clearly understanding their operating methodologies.

Lily C. Colley

Representing Dixie Elixirs

Meeting Date : February 24, 2015 **Time of Meeting : 3:30pm**

Meeting Location: Dixie Elixirs
4990 Oakland Street
Denver, Colorado 80239

Daniel J. Casacci, President of LabCare, Inc., met with Lily Colley and discussed Dixie Elixir's business model and best practices. We covered topics such as the 'Start Low, Go Slow' consumer safety programs, and how similar informational messages could be conveyed in NY. LabCare, Inc. representatives toured the clean room area and processing centers. We also discussed designs, product extract infusion, and dosing stability.

Dixie Elixirs
4990 Oakland St.
Denver, CO 80239

Phone: 303-945-3965
E-mail: lcolley@dixieelixirs.com

Marc Harvill

Licensing Service Coordinator
Representing Medicine Man

Meeting Date : February 25, 2015 **Time of Meeting : 1:00pm**

Meeting Location: Medicine Man
4750 Nome Street
Denver, Colorado 80239

Daniel J. Casacci, President of LabCare, Inc., spoke with Marc Harvill and the operators of Medicine Man (the largest Colorado based marihuana grower) in detail about the business plan of the company to bring medical marihuana to the citizens of Western NY. Dan toured the entire facility and we discussed in detail all the different techniques for growing marihuana in an indoor facility on an industrial scale. These include the severe limitations on greenhouse production due to the inability to closely control growing conditions. It was very clear that "Medicine Man" has a business model based on selling 'flowers/buds', not pharmaceutical based extracts with rigorously laboratory tested requirements. Thus, their methodologies used for production based on NY DOH regulations are not comparable or efficient if emulated.

Medicine Man
4750 Nome St
Denver, CO 80239

Phone: (303)481-4419
E-mail: marc@medicinemantechnologies.com

MEDICINE MAN

Ian James

Sales Manager
Representing M.J. Freeway

Meeting Date : July 29, 2014 **Time of Meeting : 4:30pm**
Meeting Location: Webinar

Ian James, Sales Manager of M.J. Freeway, gave a webinar presentation to LabCare, Inc. about the benefits of using their tracking software for marihuana production and dispensing. M.J. Freeway is one of the top three companies that produces marihuana tracking software. In addition we received training on their inventory management system and tested the various system attributes to ensure NYS DOH compliance. We met Mr. James in person during the Marijuana Business Conference & Expo 2014 in Arizona while comparing M.J. Freeway against BioTrack Software.

M.J. Freeway
40 W. Littleton Blvd.
Littleton, CO 80120
Phone: 888-932-6537 E-mail: Ian@MJFreeway.com

MJ FREEWAY SOFTWARE SOLUTIONS
Track every gram

Andrew DeAngelo

Vice President
Representing Harborside Health Center

Meeting Date : November 13, 2014 **Time of Meeting : 3:00pm**

Meeting Location: Marijuana Business Conference & Expo
3700 W. Flamingo Rd
Las Vegas, Nevada 89103

Daniel J Casacci, President of LabCare, Inc., talked to Andrew DeAngelo in detail about the business plan of the company to bring medical marihuana to the citizens of Western NY. It is LabCare's hope to model our dispensaries after the Harborside dispensary model. Topics of discussion included security, facility design, handicapped accessibility needs, and maintaining high levels of professionalism in terms of interior design.

Harborside Health Center
1840 Embarcadero
Oakland, CA 94606

Phone: (888) 994-2726
E-mail: Andrew.DeAngelo@harborsidehealthcenter.com

Trent Woloveck

Chief Operating Officer
Representing American Marihuana Company Inc.

Meeting Date : February 26, 2015 **Time of Meeting : 9:00am**

Meeting Location: American Marihuana Company Inc.
3457 Ringsby Ct. Unit 111
Denver, Colorado 80216

Daniel J. Casacci, President of LabCare, Inc., spoke with Trent Woloveck in detail about the business plan of the company to bring medical marihuana to the citizens of Western New York. Topics discussed included good agricultural practices, integration with Colorado based marihuana consultants, and industry concerns.

American Marihuana Company
3457 Ringsby Ct. Unit 111
Denver, CO 80216

Phone: (614) 271-4349
E-mail: trent@americanmarihuanaconsulting.com

American Cannabis Company
growing the next frontier

Christopher Taylor

CFO

Representing Advanced Marihuana Solutions

Meeting Date : February 23, 2015 **Time of Meeting : 3:00pm**

Meeting Location: Advanced Marihuana Solutions
4445 Northpark Dr. Suite 102
Colorado Springs, Colorado 80907

Daniel J. Casacci, President of LabCare, Inc., met with Christopher Taylor of Advanced Marihuana Solutions to discuss Marihuana company successes and failures in the Colorado market. These include banking limitations for companies, their employees, and IRS 280E implications. Mr. Taylor may be an assisting accountant for LabCare, Inc. and has experience filing hundreds of marihuana related tax returns.

General Marihuana (ACS)
4445 Northpark Dr Suite102
Colorado Springs, CO 80907

Phone: 719-332-4176
E-mail: chris@advmarihuana.com

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

Appendix A **must** be completed for all board members, officers, managers, owners, partners, principal stakeholders, directors, and members. For board members, officers, managers, owners, partners, directors, and members of the applicant that are not natural persons, Appendix A must be completed by each board member, officer, manager, owner, partner, director and member of that entity, going back to the level of ownership by a natural person. **An Organizational Chart documenting your organizational structure must be included with this application.**

1. Business Name: LabCare, Inc.

This is the name that was entered in Section A of the Application for Registration as a Registered Organization.

2. Name: Christopher Dean Casacci, L.A.T.G.	3. Title: Production Manager

4. Briefly describe the role of this person or entity in the proposed registered organization:

Christopher will be overseeing all production and processing of marihuana within the LabCare facility. This includes critical decision making regarding SOP implementation and changes for marihuana growing, facility parameters, and processing equipment. As the acting production manager with years of GAP experience, he will oversee compliance with GAP and HACCP programs. In addition his background as a Laboratory Animal Technologist will lend well to his assistance with laboratory GLP's and SOP integration.

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 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.

Yes, on 11/5/2004 plead guilty to attempted forgery (making a fake ID). I was young, foolish, and made a terrible mistake which resulted in my being placed on probation. Due to my non-violent nature and full compliance with authorities I was never handcuffed, jailed, or even brought into to a police station. I was released from probation early for good behavior and having a perfect record of attendance, behavior, and full reformation of my life. I also received a full 'certificate of relief of disabilities' in 2014, and have no criminal issue prior or since that one incident. I have also received full rehabilitation to travel into Canada, and the NYS Department Of Transportation has issued me a CDL with hazmat license endorsement due to federal and state background clearance. I have also lead a full law abiding life since this mistake in my youth.

8. Phone: [redacted]			9. Fax:		
10. Email: [redacted]					
11. Residence Address: [redacted]					
12. City: [redacted]		13. State: [redacted]		14. ZIP Code: [redacted]	
15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received

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

Canisius College	2001 Main St. Buffalo, NY 14208	2000	2002		
AALAS	9190 Crestwyn Hills Dr. Memphis, TN 38125-8538	2005	2009	Laboratory Animal Technologist	2009

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

16. Licenses Held: List any and all licenses issued by a governmental or other regulatory entity.

Type of Professional License	License Number	Institution Granting License (Mailing Address, Phone, Email)	Effective Date	Expiration Date
LATG	000046873	AALAS, 9190 Crestwyn Hills Dr. Memphis, TN 38125-8538 (901) 754-8620, info@aalas.org	2009	2016
Well Driller	NYRD10937	NYS DEC 625 Broadway, Albany, NY 12233-3508; (518)402-8086 dow.nyswaterwells@dec.ny.gov	2013	2014

17. Employment History for the Past 10 Years: Start with MOST RECENT employment and include employment during the last 10 years. Attach additional copies of page 3, if necessary.

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

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

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

Name of Employer:		
Type of Business:		
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:	Ending Date of Employment:	
Name of Supervisor for Reference:	Supervisor Phone Number:	
Position/Responsibilities:		
Reason For Departure:		
Name of Employer:		

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

Type of Business:		
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:	Ending Date of Employment:	
Name of Supervisor for Reference:	Supervisor Phone Number:	
Position/Responsibilities:		
Reason For Departure:		
Name of Employer:	Type of Business:	
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:	Ending Date of Employment:	
Name of Supervisor for Reference:	Supervisor Phone Number:	
Position/Responsibilities:		
Reason For Departure:		

18. Offices Held or Ownership Interest in Other Businesses

List any affiliations you have been associated with in the past 10 years. Affiliation, for the purpose of this section, includes serving as either a board member, officer, manager, owner, partner, principal stakeholder, director or member of the organization. Organizations outside of New York State must also be disclosed.

Have you owned or operated a business or had any affiliations with the operations of a business in New York, in the USA, or in other countries? ☑ Yes ☐ No

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

Appendix A:
Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members
Redacted pursuant to N.Y. Public Officers Law, Art. 6

<table>
<tr><td>From:</td><td rowspan="2">Name and Address of Business:</td><td></td></tr>
<tr><td>To:</td><td></td></tr>
<tr><td>Business Type:</td><td>Office Held/Nature of Interest:</td><td>☐ open ☐ closed ☐ proposed</td></tr>
<tr><td colspan="3">Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:</td></tr>
</table>

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

19. Affirmative Statement of Qualifications

For individuals who have not previously served as a director/officer nor have had managerial experience, please include a statement below explaining how you are qualified to operate the proposed facility. This statement should include, but not be limited to, any relevant community/volunteer background and experience.

In my career, I have partaken in a wide variety of trades that have given me both a wealth of experience and an expansive skill set ideally suited to working in the LabCare, Inc. marihuana production facility. These include more than seven years experience with good agricultural practices with various fruit and vegetable plants. During the past 12 years I have owned and operated a large scale hydroponics manufacturing facility, managing over 25 employees. I helped design and implement many indoor gardening devices ranging from hydroponics systems to new lighting technologies. Whether it was FedBiz grants for indoor agriculture, consulting for out of state medical marihuana dispensaries, or assisting with new retail stores I have worked on countless projects that will suit my experience well with LabCare, Inc. From a management role I have trained technical support staff, assembly workers, and sales teams on how to fully implement their positions to maximize their abilities. I have worked with CAD drawings, injection molded components, and product testing. This includes GS1 barcode labeling, product component sourcing, and warehouse inventory tracking systems. My personal experience extends to familiarity with medical technologies, particularly in the field of laboratory animal science as a certified laboratory animal technologist. From creating animal anesthetic to working with viral vectors for genetic modification I have received certification on many high security laboratory protocols. In 2009 I also applied for : NIDA RFP No. N01DA-10-7773 - Production, Analysis, and Distribution of Cannabis and Marijuana Cigarettes, and Related Materials with the DEA for the federal marihuana production program. Due to the NYS regulations at the time I agreed to withdraw my application since the possibility of a NYS schedule I production license wasn't feasible by the existing NYS narcotics code enforcement.

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:
Notary Name:	Notary Registration Number:
Notary (Notary Must Affix Stamp or Seal)	Date:

NEW YORK STATE | Department of Health

Medical Marijuana Program
Application for Registration as a Registered Organization

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

19. Affirmative Statement of Qualifications

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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: Christopher D Ponacci	Date: 5/15/15
Notary Name: Kathleen A Belson	Notary Registration Number: No. BE6304990
Notary (Notary Must Affix Stamp or Seal) KATHLEEN S. BELSON Notary Public - State of New York No. 01-BE6304990 Qualified in Niagara County My Commission Exp. 06/02/2018	Date: 5/15/15

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

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

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

LATG™

HAVING BEEN EXAMINED AND FOUND TO BE QUALIFIED BASED ON THE REQUIREMENTS ESTABLISHED BY THE CERTIFICATION & REGISTRY BOARD AND APPROVED BY THE AALAS BOARD OF TRUSTEES

Christopher D Casacci

Laboratory Animal Technologist

January 3, 2009

Larry L. Barbour
Chair, Certification & Registry Bo

Scott E.
President, AALAS

FLATG™

Christopher Casacci

REGISTERED LABORATORY ANIMAL TECHNOLOGIST

1/31/2011
exp. date

AMERICAN ASSOCIATION FOR LABORATORY ANIMAL SCIENCE

Christopher Casacci - Production Manager

In my career, I have partaken in a wide variety of trades that have given me both a wealth of experience and an expansive skill set ideally suited to working in the LabCare, Inc. marihuana production facility. These include more than seven years' experience with good agricultural practices with various fruit and vegetable plants [redacted]

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

From a management role I have trained technical support staff, assembly workers, and sales teams on how to fully implement their positions to maximize their abilities. I have worked with CAD drawings, injection molded components, and product testing. This includes GS1 barcode labeling, product component sourcing, and warehouse inventory tracking systems.

My personal experience extends to familiarity with medical technologies, particularly in the field of laboratory animal science as a certified laboratory animal technologist. From creating animal anesthetic to working with viral vectors for genetic modification I am very comfortable with a wide array of medical related concepts and have received certification on high security laboratory protocols.

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

While my experience and abilities range across such a broad spectrum, the main predominant factor has been my adaptability to new business challenges in the indoor gardening field. My role with LabCare, Inc. will consist of designing and implementing all protocols to ensure both the quantity and quality of marihuana produced for the state exceeds all expectations from both the patients and their doctors. I will also help oversee many security protocols, ensure GLP's, and SOP's exceed all requirements in the regulations to prevent diversion and create a positive social impact. It would be an honor and a privilege to work with NYS and LabCare, Inc. to implement a turn-key medical marihuana solution to fulfill the States needs for the critically ill.

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

Below are two letters of recommendation regarding my character, as well as a letter regarding my USDA compliance/competence running an animal laboratory. Finally, are letters from TSA and DMV regarding my background clearance for transport of hazardous materials, which requires rigorous background clearance.

D.L. Boone Consulting, Inc.
694 Ridge Road
Lewiston, NY 14092
Ph. (716) 998-8730

January 21, 2015

Dear Sir or Madam:

My name is [redacted] and I am writing this letter to inform the reader of my work experience with Mr. Christopher Casacci.

For approximately [redacted] I was employed by Chris as Sales Manager for his company, Sunlight Solutions, Incorporated. At the time I took that position, the company had already been in business for a number of years and had a fine reputation in the industry. Sunlight Solutions was a manufacturer of complete indoor gardening systems.

Chris had founded the company, designed all the equipment we sold and set up and managed all the processes for manufacturing it.

My background (both education and experience) is in [redacted] and [redacted] so my coming to work for Chris involved a rather extensive learning curve in the field of indoor gardening. Because Chris is an excellent teacher, I was able to become competent enough to handle all sales tasks and even many customer issues involving growing plants in an indoor environment. Having said that, however, whenever occasions arose which were beyond my capabilities, Chris was always available to satisfy customer needs and enhance their "growing experience." Nobody else I have ever met knows more about indoor gardening than Chris Casacci.

Furthermore, in my years with Chris I was very favorably impressed with his attitude. He was competent in running the business and, more important to me, he was always careful to treat both customers and employees in an honest and honorable manner.

In summary, I consider Christopher Casacci to be a capable and honest businessman who is an expert in the area of gardening – both indoor and outdoor. Should the reader have questions, please feel free to contact me.

Yours truly

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

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

12/31/14

To Whom It May Concern:

I was asked by Christopher Casacci to provide a letter of recommendation as a long standing customer of Sunlight Solutions Hydroponics. I have known Chris for over [redacted] and have called on countless occasions to ask for help with technical support for my indoor garden. Whether it was complex issues of pH balancing or PAR ratings for understanding my grow light issues, Chris always had the answer. I have gone to many hydro shops and talked to many manufacturers and always got the run around. Either people didn't know the answers or wouldn't take the time to really help a customer in need. That was never the case with Chris, he always was willing to help, no matter how small the problem he really cared about me and customer service. He is the most knowledgeable person I know regarding hydroponics and indoor growing, and while I'm not an expert, I know where to go when I need one. He is a stand up business owner and definitely knows the industry inside out.

Chris is plethora of knowledge and I highly recommend him.

Sincerely,

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

[redacted]cell

[redacted]Home email [redacted]

Specialized Care for Avian & Exotic Pets

www.BuffaloBirdNerd.com

Laura Wade
DVM, Dipl ABVP (Avian)

June 5, 2009

Dear FDA official,

On May 20, 2009, I visited Chistopher Casacci's new *Neon Mice* facility in Niagara Falls, NY. Chris provided me a complete tour of the facilities and I was able to inspect a representative sample of mice and rats in the colony. The facility was well-designed, very clean and the animals were in good condition and well-cared for. Examples of Chris's attention to details included the presence of a wall-mounted hand-sanitizer and accurate geneology markings on all animal cage bins. Employee safety was excellent as care staff were noted to be wearing masks and gloves.

In addition, Chris provided me with several of his ACLAM-derived guidelines and protocols for anesthesia, gonadectomy, and tattooing and showed me his organized medical record system. He acquires mice from a reputable company that does excellent disease screening. The mice did not appear to exhibit significant cannibalism, tumors, malocclusions, limb deformities or signs of infectious disease. The does appeared to produce significantly large litters and neonatal pups exhibited milk spots. The juveniles exhibited good hair coats and a very limited number of adults exhibited scratch marks from cagemates (due to lack of hair protection from the fluorescence mutation). Unlike the majority of his colleagues in this industry, Chis is extremely knowledgeable and appears to have thought through all important details necessary for a successful rodent breeding business. He is eager to maintain twice-annual veterinary inspections. Although not required, Chris is interested in following USDA guidelines, which I think will add credibility to his business. I have worked with several other area facilities as a consultant in a similar fashion, including a USDA-accredited pet store in Buffalo. Currently, *Neon Mice* would meet USDA compliance in regards to the facility and animal care requirements. In my opinion, his facility is on par with the Department of Laboratory Animal Medicine at the University of Buffalo.

My practice is exclusively devoted to exotic pets and I completed a two-year exotic animal residency (full CV available on my website under "About Dr. Wade"). In addition, I am a USDA-accredited veterinarian. Although much of my work is with individual companion animals, I have a growing flock and breeding colony clientele.

Feel free to contact me with any questions or concerns you might have.

Sincerely,

Laura Wade, DVM, Dipl. ABVP (Avian)

LOCATED AT: Broadway Veterinary Clinic, PC • 5915 Broadway • Lancaster, NY 14086
P: (716) 651-0144 • F: (716) 681-4585 • BuffaloBirdNerd@gmail.com

U.S. Department of Homeland Security
Office of Transportation Threat Assessment and Credentialing
Arlington, VA 20598

Transportation Security Administration

September 5, 2013

CHRISTOPHER D CASACCI
[redacted]

Re: TSA Determination of Eligibility, CHRISTOPHER D CASACCI, CDL # [redacted]

Dear Mr. CASACCI

The Transportation Security Administration (TSA) has reviewed your application to obtain or renew your Hazardous Materials Endorsement (HME), pursuant to Title 49, Code of Federal Regulations (C.F.R.), part 1572. You currently meet the requirements to hold an HME.

Accordingly, this letter serves as a determination that you meet the eligibility requirements to hold an HME, as set forth in 49 C.F.R. section 1572.15(d)(1). TSA will notify the licensing state that you may obtain or renew your HME.

Sincerely,

Robert Freeman, Director
Adjudication Center
Office of Transportation Threat Assessment and Credentialing

000005-000030

NEW YORK STATE
DEPARTMENT OF MOTOR VEHICLES

C D CASACCI
[redacted]

Date: 02/06/2014
CID: [redacted]

Your application for a hazardous materials endorsement included background checks by the Transportation Security Administration (TSA) and the NYS Department of Motor Vehicles pursuant to Section 501 (6) of the New York Vehicle and Traffic Law.

Based on the result of the background checks you have been qualified to transport hazardous materials.

You must go to a DMV issuing office to obtain your updated CDL license with the HazMat endorsement.

Please complete the enclosed MV-44 (Application for Driver License or Non-Driver ID Card), and bring it, along with a copy of your current USDOT Medical Examiner's Certificate with this letter when you visit the issuing office.

There will be no fee for this transaction.

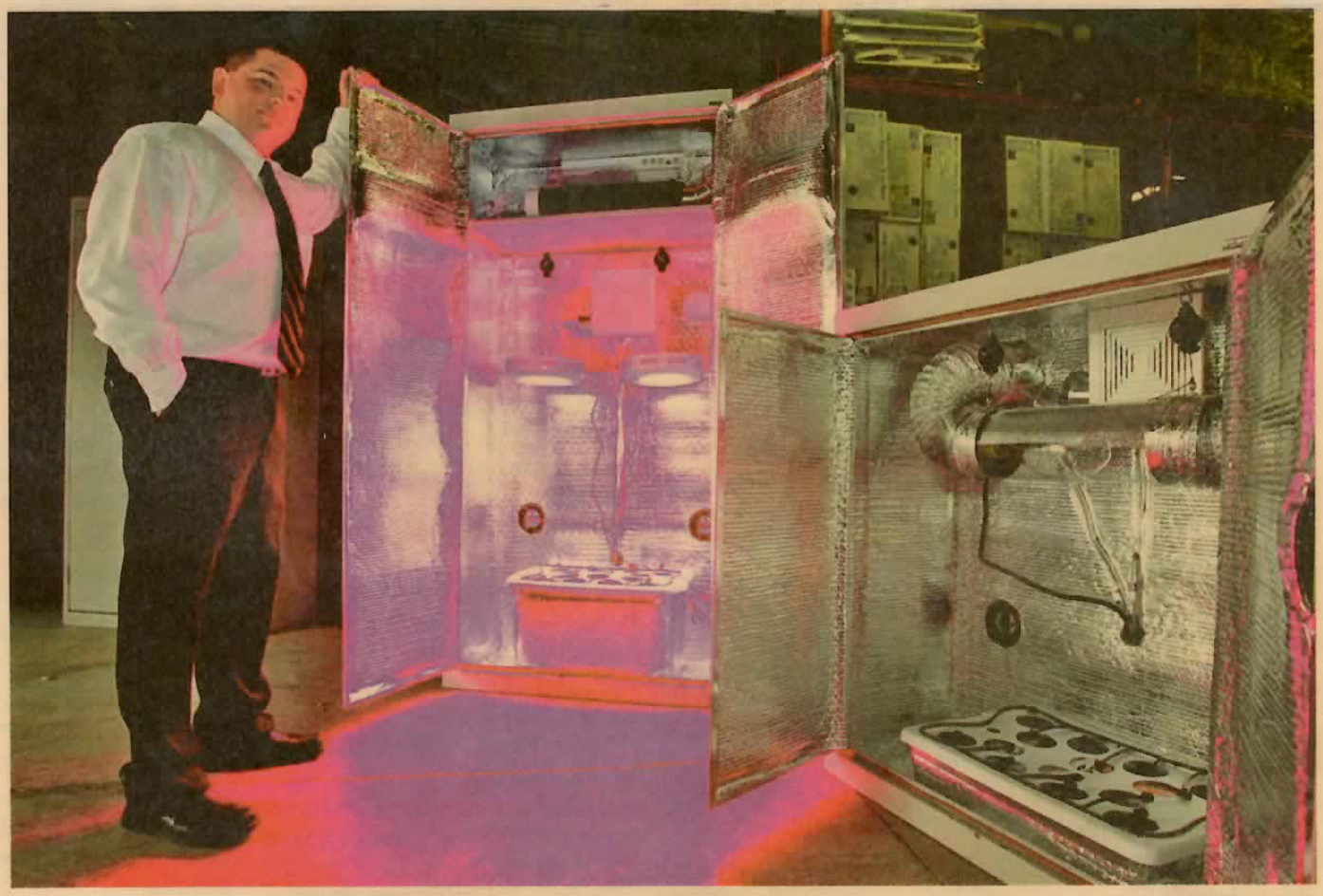
Please contact our office at (518) 408-2997 with any questions regarding this matter.

Sincerely,

The HazMat Unit

bdp

THE BUFFALO NEWS Wednesday, October 21, 2009



Harry Scull Jr./Buffalo News

Christopher D. Casacci, owner of Sunlight Solutions, displays equipment manufactured by his company, which specializes in hydroponic units for greenhouses and is looking to build a 7,500-square-foot plant.

Seeking a break to expand

With a tax incentive, producer of equipment for greenhouses would add jobs in Wheatfield

BY THOMAS J. PROHASKA

NEWS NIAGARA REPORTER

WHEATFIELD — A company that produces hydroponic equipment for greenhouses is seeking to build a larger plant with help from a tax break from the Niagara County Industrial Development Agency.

Christopher D. Casacci, owner of Sunlight Solutions, is currently leasing space in an IDA-owned incubator building on Niagara Falls Boulevard. He wants to construct a

Nov. 18.

"We're growing at the seams. We don't have enough office space," Casacci said. "Also, our rent rate [at the incubator] would be more than our mortgage if we moved."

Casacci, an East Amherst resident, started his company in 2003 in North Tonawanda. It moved to what was then the Prime Outlets Mall for a year before shifting to Wheatfield.

The company's objective is to supply residential growers hydroponic equipment for greenhouses.

Sunlight Solutions now has about $2 million in annual sales. Besides its equipment assembly and shipping, it carries plant food, lighting systems and gardening equipment.

Another applicant at last week's IDA meeting was Casacci's mother, Dr. Kathleen M. Casacci, a dentist.

Her practice, Wheatfield Family Dentistry, has been operating for 15 years. She seeks to move from 3571 Niagara Falls Blvd. to a building she will buy at 3349 Niagara Falls Blvd.

The latter building, according to IDA Assistant Director Lawrence D. Witul, is a former kennel next to a shooting club. It would be converted into a 2,500-square-foot dental of-

N.Y. Public Officers Law, Art. 6

New York State Department Of Health
Albany, NY

Date: May 22, 2015

Re: Michael J. Casacci

TO WHOM IT MAY CONCERN:

My name is [redacted]nd I am submitting to you this character reference letter regarding Mr. Michael J. Casacci.

I have had the great fortune of knowing Michael for approximately [redacted] through my employment at Wheatfield Family Dentistry, where I myself have and still am employed.

I had the privilege to have the opportunity to experience Michael develop into the man he is today. H e worked along side of me in the dental practice as a chairside and infection control assistant. Even as a young adolescent Michael displayed a tremendous amount of maturity. He had the ability to converse with patients of all ages making sure they were confortable about their procedures and could intelligently answer their questions . Michael is extremely charismatic and can adapt to any situation. He stays on task until completion. He is knowledgeable in researching topics and gets the right people the right answers. Michael is passionate in finishing what he starts with a lot of attention to detail.

In conclusion Michael J. Casacci is an extremely a trustworthy individual who resonates honesty, respect, and integrity with the people he meets and the responsibilites he is given.

Respectfully submitted

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

THE JACQUIE HIRSCH FOR A.L.L. FOUNDATION™

Believe with us!

June 3, 2015

New York State Department of Health

To Whom It May Concern:

This letter is to recommend the Casacci Family and their new company LabCare for your consideration and approval. This recommendation comes two fold, first as a family friend of several decades and secondly as a supporter of the controlled and regulated use of medical marijuana.

I was Chris and Michael's [redacted] n their [redacted] when they were involved in the [redacted] Much of my time was spent with Chris as an [redacted] I found him to be very driven and goal oriented. He was kind and considerate to his [redacted] and staff alike. Chris is a broad minded individual with a strong entrepreneurial spirit.

As a family, I found them to be educated, close knit, supportive of one another, and hard working.

I am a supporter of the use of medical marijuana after watching my [redacted] and [redacted] for the treatment of [redacted] When she was in [redacted] and having a [redacted] she tried a form of medical marijuana and it helped. She [redacted] the [redacted] for [redacted] and [redacted] at [redacted]

Respectfully,

Torey L. Hirsch Sr., President Greater Buffalo Gymnastic & Fitness Center

Vice President, Jacquie Hirsch For A.L.L. Foundation

CANCER & LEUKEMIA
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1641 North French Road, Getzville NY 14068 (716) 639-0020 www.Jacquieforall.org

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

Appendix A **must** be completed for all board members, officers, managers, owners, partners, principal stakeholders, directors, and members. For board members, officers, managers, owners, partners, directors, and members of the applicant that are not natural persons, Appendix A must be completed by each board member, officer, manager, owner, partner, director and member of that entity, going back to the level of ownership by a natural person. **An Organizational Chart documenting your organizational structure must be included with this application.**

1. Business Name: LabCare, Inc.

This is the name that was entered in Section A of the Application for Registration as a Registered Organization.

2. Name: Michael Joseph Casacci	3. Title: Public Relations

4. Briefly describe the role of this person or entity in the proposed registered organization:

While he has over eight years of managerial experience working with Park West Galleries, his role will consist of mostly sales, marketing (within NYS DOH approved regulations), and managing the social impact within the community. He will be a liason to LabCare in Albany, and assist with various public image related tasks. As a licensed auctioneer he will also be assisting with LabCare's charity events.

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 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:
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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.

8. Phone: [redacted]	9. Fax:
10. Email: [redacted]	
11. Residence Address: [redacted]	
12. City: [redacted]	13. State: [redacted] 14. ZIP Code: [redacted]

15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
Florida Auctioneer Academy	670 W. Montrose St. Clemont, FL 34711	2013	2013	Colonel (Auctioneer)	5/14/2013
New York Institute Of Massage	Eastern Hills Annex 4701 Transit Rd, Williamsville, NY 14221	2004	2005	1100 Hour Certification	
University of Buffalo	North Campus 12 Capen Hall Buffalo, NY 14260	2002	2004		

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

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16. Licenses Held: List any and all licenses issued by a governmental or other regulatory entity.

Type of Professional License	License Number	Institution Granting License (Mailing Address, Phone, Email)	Effective Date	Expiration Date
Auctioneer Licence	AU4506	Florida Department of Business Professional Regulations 1940 N. Monroe St.	5/14/2013	11/30/2015
Massage Therapy License	018680	NY State Office Of Professions State Edu. Building 2nd Floor, Albany, NY 12234	9/28/05	Not Registered

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.

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

Name of Employer:		
Type of Business:		
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:	Ending Date of Employment:	
Name of Supervisor for Reference:	Supervisor Phone Number:	
Position/Responsibilities:		
Reason For Departure:		
Name of Employer:		
Type of Business:		
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:	Ending Date of Employment:	
Name of Supervisor for Reference:	Supervisor Phone Number:	
Position/Responsibilities:		
Reason For Departure:		
Name of Employer:		

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City:	State:	Zip Code:
Starting Date of Employment:	Ending Date of Employment:	
Name of Supervisor for Reference:	Supervisor Phone Number:	
Position/Responsibilities:		
Reason For Departure:		
Name of Employer:	Type of Business:	
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:	Ending Date of Employment:	
Name of Supervisor for Reference:	Supervisor Phone Number:	
Position/Responsibilities:		
Reason For Departure:		

18. Offices Held or Ownership Interest in Other Businesses

List any affiliations you have been associated with in the past 10 years. Affiliation, for the purpose of this section, includes serving as either a board member, officer, manager, owner, partner, principal stakeholder, director or member of the organization. Organizations outside of New York State must also be disclosed.

Have you owned or operated a business or had any affiliations with the operations of a business in New York, in the USA, or in other countries? ☐ **Yes** ☑ **No**

From:	Name and Address of Business:	
To:		
Business Type:	Office Held/Nature of Interest:	☐ **open** ☐ **closed** ☐ **proposed**
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		

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

From: To:	Name and Address of Business:	
Business Type:	Office Held/Nature of Interest:	☐open ☐closed ☐proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		
From: To:	Name and Address of Business:	
Business Type:	Office Held/Nature of Interest:	☐open ☐closed ☐proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		
From: To:	Name and Address of Business:	
Business Type:	Office Held/Nature of Interest:	☐open ☐closed ☐proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		

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

19. Affirmative Statement of Qualifications

For individuals who have not previously served as a director/officer nor have had managerial experience, please include a statement below explaining how you are qualified to operate the proposed facility. This statement should include, but not be limited to, any relevant community/volunteer background and experience.

20. The undersigned certifies, under penalty of perjury, that the information contained herein or attached hereto is accurate, true, and complete in all material respects.

Signature:	Date:
Notary Name:	Notary Registration Number:
Notary (Notary Must Affix Stamp or Seal)	Date:

NEW YORK STATE | Department of Health

Medical Marijuana Program

Application for Registration as a Registered Organization

Appendix A:

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

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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: 5/15/15
Notary Name: Kathleen A Belson	Notary Registration Number: No. 01-BE6304990
Notary (Notary Must Affix Stamp or Seal)	Date: 5/15/15

KATHLEEN S. BELSON
Notary Public - State of New York
No. 01-BE6304990
Qualified in Niagara County
My Commission Exp. 06/02/2018

May 21, 2015

To Whom It May Concern,

My name is [redacted] and I am writing this letter of recommendation for Michael Casacci. I have known Michael fo[redacted] and have always known him to be a person of good moral and ethical character both professionally and personally. He places high importance on family relationships and values. Michael has generously helped my extended family financially and shown sincere kindness toward my wife, my three daughters and myself. As an assistant pastor of our local church I often speak of issues regarding morality, my faith and community. I feel that he is an exemplary member of society.

Sincerely,

[redacted]

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

Appendix

B-1

RO Application
DOH-5138
Medical Marihuana

Fairport Architectural Details

Appendix B has been broken up into five sub sections for convenience and ease of accessibility for physical copies. Appendix B1-5 is broken down by real estate locations as follows:

1. **Appendix "B-1" Fairport Dispensary Architectural Plan**
2. **Appendix "B-2" Amherst Dispensary Architectural Plan**
3. **Appendix "B-3" Syracuse Dispensary Architectural Plan**
4. **Appendix "B-4" Rome Dispensary Architectural Plan**
5. **Appendix "B-5" Tonawanda Production Facility Architectural Plan**

"1004.6 b (11) evaluation of the applicant's proposed operating plan and suitability of the proposed manufacturing and dispensing facilities, including but not limited to the suitability of the location and architectural and engineering design of the proposed facilities. Department approval of the applicant's operating plan and architectural and engineering design of the proposed facilities shall be required for issuance of a registration."

LabCare has four dispensaries and one production facility located throughout NYS. Each facility has its own site plans, sketches, and full descriptions to fully comply with the following NYS DOH regulations:

"1004.6 B (11) architectural program and sketches of the applicant's proposed manufacturing and dispensing facility(ies) including the following:

(i) site plans;

(ii) schematic architectural and engineering design drawings and single line sketches in an appropriate scale showing the relationship of various buildings to each other, room configurations, major exit corridors, exit stair locations, and circulation along with existing buildings if additions or alterations are part of the project;

(iii)outline specifications for the type of construction proposed including a description of energy sources, type and location of engineering systems proposed for heating, cooling, ventilation and electrical distribution, water supply and sewage;"

In addition, LabCare and its representatives agree not to make any substantial alterations to the structure or architectural design of any building proposed, with the written approval of the DOH to remain complain with NYS DOH regulation:

"1004.10 8 (4) make substantial alterations to the structure or architectural design of a manufacturing or dispensing facility without prior written approval of the department"

This section is meant to coincide and act as support documentation for the Appendix B form provided by the DOH. In all cases we broke images down into smaller building plan layouts and site plans so they could be more visible read on an 8.5x11 sheet of paper, so it could be inserted and viewed properly as a combined pdf file.

LabCare's Monroe County Fairport Dispensary Facility Architectural Plan

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

Part I LabCare's Rochester Dispensary Construction Timeline

Below is the construction timeline for our Rochester dispensary. The entire site can be repaired to fully functional operation less than six weeks. This includes scheduling of security staff between each dispensary, outdoor signage, and all required repairs.

Rochester Dispensary Facility Project Schedule

LabCare, Inc.

Project Lead:	Michael Chamberlain
Project Start Date:	License Issuance Date
Display Week:	1

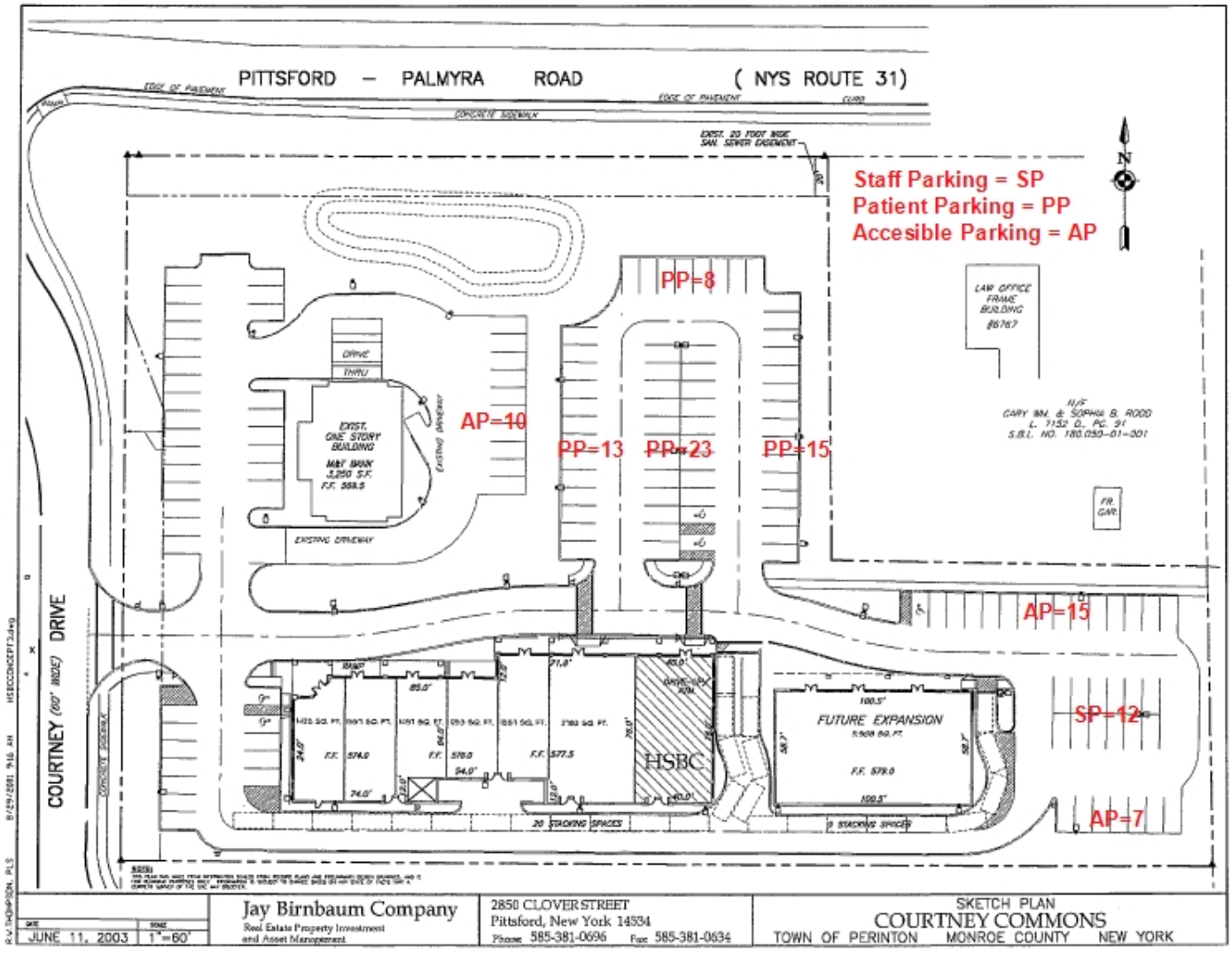
WBS	Task Description	Lead Agent	Company	Calendar Days To Process Task	Equipment Lead Time	Week 1							Week 2							Week 3							Week 4							Week 5							Week 6						
						M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S

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

Part II – Site Plan (Public Parking Spaces, Staff Parking Spaces, Accessible Parking Spaces)

"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."

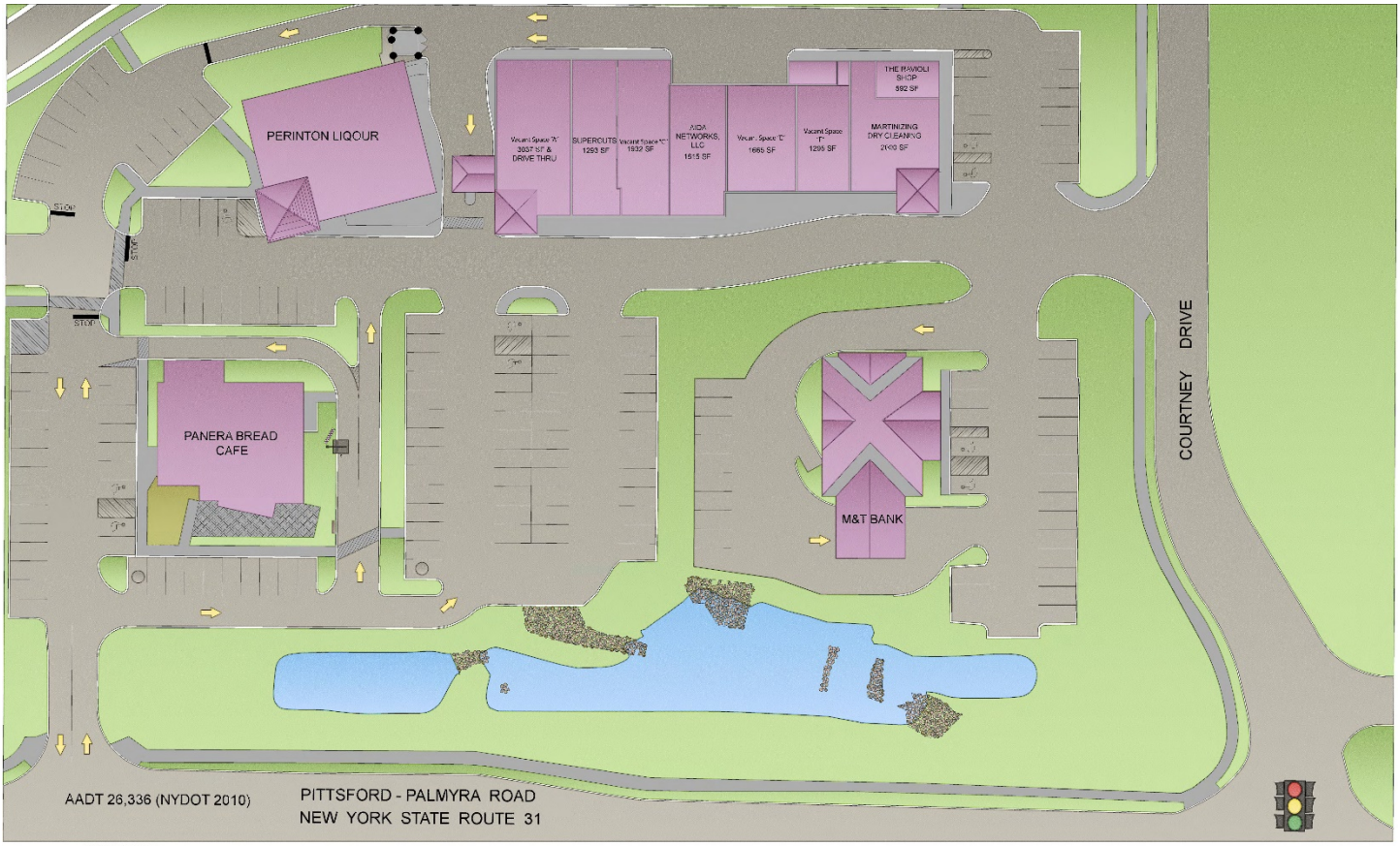
There are 140 total parking spots in the plaza, with 103 spots within the immediate parking lot of the Fairport Facility. Twelve parking spaces are for staff, 51 are for patient parking, and 77 are public parking surrounding the building. The dimensions and locations are listed below.



Part II – Percentage Of Green Space

"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."

There is a total of 37 % green space at the Fairport dispensary.



COURTNEY COMMONS

MRB group
Engineering, Architecture, Surveying, P.C.

Part II – Fire Lane and/or Fire Apparatus Road

"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."

There are two fire hydrants shown on the map, along with the fire lane as required by the town ordinance. The fire lane has been highlighted in red for easier viewing, however the street curves slightly around the highlighted zone. The dimensions are listed along the side of the street and locations are listed below and zoomed in for easy visibility.

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

Part II – Loading And Unloading

"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."

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

Part II – Accessible Routes

"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."

Our Rochester dispensary has accessible routes inbound from Crosspoint Parkway. The routes into the plaza are marked with red arrows in the associated image below.

Part II – Entrances And Exits

"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."

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

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

Part III – Energy & Engineering

Each section of Part III for our Fairport dispensary is filled out on the included Appendix B form.

Select Project Type And Work Involved

"Check all that apply"

This facility will not require any major construction changes. All changes to the building constitute minor 'repairs' to change for our specific use. The occupancy type does not change as well. All changes fall under 2010 NYS building code:

"402.1 Scope. Repairs, as defined in Chapter 2, include the patching or restoration or replacement of damaged materials, elements, equipment or fixtures for the purpose of maintaining such components in good or sound condition with respect to existing loads or performance requirements."

Code Compliance Review

"Applicant shall provide all applicable information in regards to the code topic and section below."

On the main Appendix B form as supplied by the NYS DOH is our Fairport Facility actual values and required code vales. However, in many instances a requirement for laying out the associated section on a site plan is required. In order to clearly comply with this requirement we have included this ancillary section to properly organize all of the required layouts.

#1: Use & Occupancy Classification NYS Building Code 302.1-312

"Use & occupancy of this facility. Identify all applicable materials, class, and quantities regarding Table 307.1"

Our Fairport dispensing facility is listed under 304.1 Business Group B due to its previous status as a bank. Our current use will not change the classification, and it will remain Group B as a dispensary as the best related category in the building code related to 'professional services' such as a dentist. Below is a copy of the certificate of occupancy.

"304.1 Business Group B. Business Group B occupancy includes, among others, the use of a building or structure, or a portion thereof, for office, professional or service-type transactions, including storage of records and accounts. Business occupancies shall include, but not be limited to, the following: banks, professional services (architects, attorneys, dentists, physicians, engineers, etc.)"

#2, #3, #4: Use & Occupancy Classification NYS Building Code 302.1-312

Our Fairport dispensing facility will not have any combustible storage, hazardous materials, and thus require no hazardous material storage areas. This is complaint with local and state laws regarding this facility.

#5: Building Area And Height NYS Building Code 501-507

"Provide the building area & height. Provide all calculations and cite applicable code sections for increased Building Area & Heights allowed per building code"

Our Fairport dispensary will not have any modifications to the building height or area. It will be internal repairs only. The building area is 3,000 square feet with a height of 19'7" as pictured below. It is Type 2A with an automatic sprinkler system. The base increasable size is 37,500 square with 300% for the sprinkler

(112,500 total increased potential). However, there is not enough practical room to expand to this size, and the formula is tabular, plus perimeter, plus sprinkler. The stories increase to two for height as well.

TABLE 503 ALLOWABLE HEIGHT AND BUILDING AREAS[a]

Height limitations shown as stories and feet above grade plane. Area limitations as determined by the definition of 'Area, building,' per story

		TYPE OF CONSTRUCTION								
		TYPE I		TYPE II		TYPE III		TYPE IV	TYPE V	
		A	B	A	B	A	B	HT	A	B
GROUP	HGT(feet) HGT(S)	UL	160	65	55	65	55	65	50	40
A-1	S	UL	5	3	2	3	2	3	2	1
	A	UL	UL	15,500	8,500	14,000	8,500	15,000	11,500	5,500
A-2	S	UL	11	3	2	3	2	3	2	1
	A	UL	UL	15,500	9,500	14,000	9,500	15,000	11,500	6,000
A-3	S	UL	11	3	2	3	2	3	2	1
	A	UL	UL	15,500	9,500	14,000	9,500	15,000	11,500	6,000
A-4	S	UL	11	3	2	3	2	3	2	1
	A	UL	UL	15,500	9,500	14,000	9,500	15,000	11,500	6,000
A-5	S	UL	UL	UL	UL	UL	UL	UL	UL	UL
	A	UL	UL	UL	UL	UL	UL	UL	UL	UL
B	S	UL	11	5	4	5	4	5	3	2
	A	UL	UL	37,500	23,000	28,500	19,000	36,000	18,000	9,000

504.2 Automatic sprinkler system increase. Where a building is equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1, the value specified in Table 503 for maximum height is increased by 20 feet (6096 mm) and the maximum number of stories is increased by one. These increases are permitted in addition to the area increase in accordance with Sections 506.2 and 506.3. For Group R buildings equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.2, the value specified in Table 503 for maximum height is increased by 20 feet (6096 mm) and the maximum number of stories is increased by one, but shall not exceed 60 feet (18 288 mm) or four stories, respectively.

506.2 Frontage increase. Every building shall adjoin or have access to a public way to receive an area increase for frontage. Where a building has more than 25 percent of its perimeter on a public way or open space having a minimum width of 20 feet (6096 mm), the frontage increase shall be determined in accordance with the following:

$$I_f = [\, F/P - 0.25 \,](W/30) \quad \text{(Equation 5-2)}$$

where:

I_f = Area increase due to frontage.

F = Building perimeter that fronts on a public way or open space having 20 feet (6096 mm) open minimum width (feet).

P = Perimeter of entire building (feet).

W = Width of public way or open space (feet) in accordance with Section 506.2.1.

506.3 Automatic sprinkler system increase. Where a building is equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1, the area limitation in Table 503 is permitted to be increased by an additional 200 percent ($I_s = 2$) for buildings with more than one story above grade plane and an additional 300 percent ($I_s = 3$) for buildings with no more than one story above grade plane. These increases are permitted in addition to the height and story increases in accordance with Section 504.2.

506.4 Area determination. The maximum area of a building with more than one story above grade plane shall be determined by multiplying the allowable area of the first story (Aa), as determined in Section 506.1, by the number of stories above grade plane as listed below:

1. For buildings with two stories above grade plane, multiply by 2;
2. For buildings with three or more stories above grade plane, multiply by 3; and
3. No story shall exceed the allowable area per story (Aa), as determined in Section 506.1, for the occupancies on that story.

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

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

#6: Incidental Use Areas NYS Building Code 508.2

"Identify all Incidental Use Areas and required fire separation of occupancies on Building Plans."

This facility has no incidental use areas that require fire separation

TABLE 508.2 INCIDENTAL USE AREAS

ROOM OR AREA	SEPARATION AND/OR PROTECTION
Furnace room where any piece of equipment is over 400,000 Btu per hour input	1 hour or provide automatic fire-extinguishing system
Rooms with boilers where the largest piece of equipment is over 15 psi and 10 horsepower	1 hour or provide automatic fire-extinguishing system
Refrigerant machinery rooms	1 hour or provide automatic sprinkler system
Parking garage (Section 406.2)	2 hours; or 1 hour and provide automatic fire-extinguishing system
Hydrogen cut-off rooms, not classified as Group H	1-hour in Group B, F, M, S and U occupancies. 2-hour in Group A, E, I and R occupancies.
Incinerator rooms	2 hours and automatic sprinkler system
Paint shops, not classified as Group H, located in occupancies other than Group F	2 hours; or 1 hour and provide automatic fire-extinguishing system
Laboratories and vocational shops, not classified as Group H, located in Group E or I-2 occupancies	1 hour or provide automatic fire-extinguishing system
Laundry rooms over 100 square feet	1 hour or provide automatic fire-extinguishing system
Storage rooms over 100 square feet[b]	1 hour or provide automatic fire-extinguishing system
Group I-3 cells equipped with padded surfaces	1 hour
Group I-2 waste and linen collection rooms	1 hour
Waste and linen collection rooms over 100 square feet	1 hour or provide automatic fire-extinguishing system
Stationary storage battery systems having a liquid capacity of more than 100 gallons used for facility standby power, emergency power or uninterrupted power supplies	1-hour in Group B, F, M, S and U occupancies. 2-hour in Group A, E, I and R occupancies.

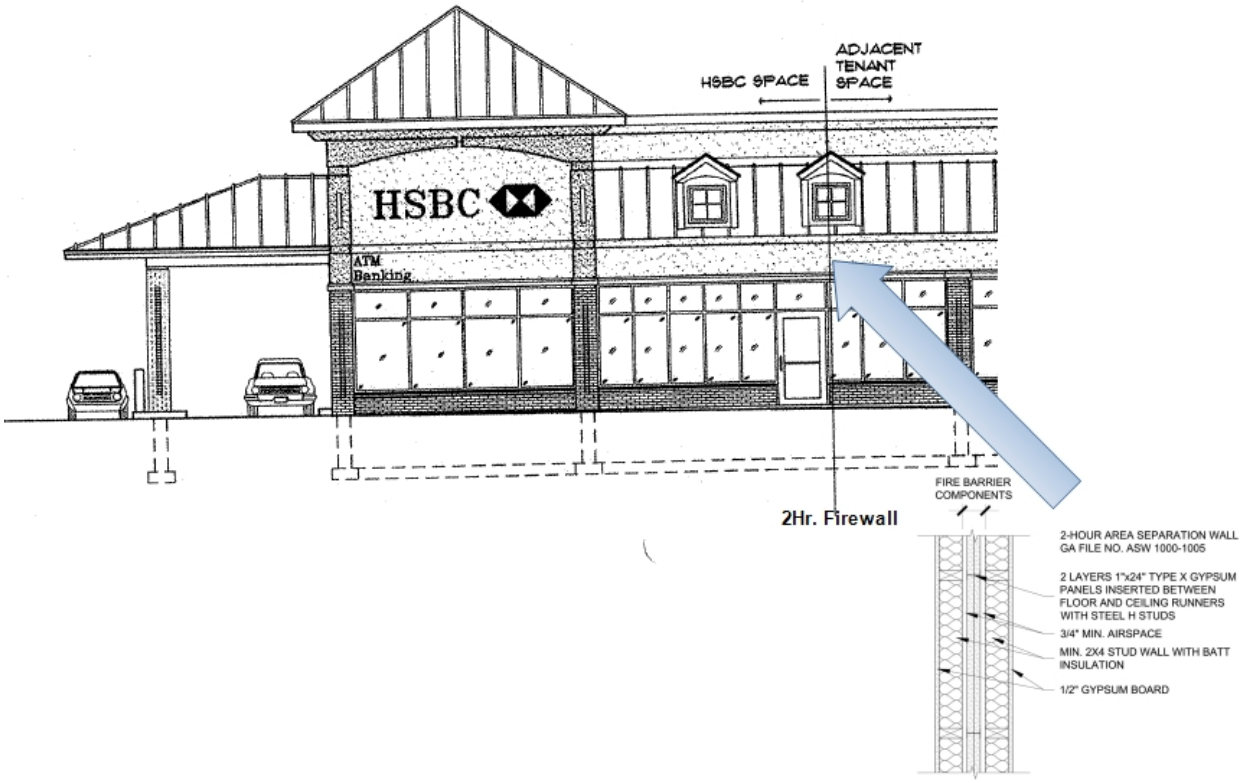
#9: Separated Uses NYS Building Code 508.3

"Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s)."

This facility shares a 2 hour separation wall with the adjacent business tenant and is compliant with local fire code.

TABLE 508.3.3 REQUIRED SEPARATION OF OCCUPANCIES (HOURS)

	A[e], E[e]		I		R[d]		B[b]		F-2, S-2[c,d],U[d]		M[b]		F-1, S-1		H-1		H-2		H-3, H-4, H-5	
OCCUPANCY	S	NS	S	NS	S	NS	S	NS	S	NS	S	NS	S	NS	S	NS	S	NS	S	NS
A[e], E[e]	N	N	1	2	1	2	1	2	N	1	1	2	1	2	NP	NP	3	4	2	3[a]
I	-	-	N	N	1	NP	1	2	1	2	1	2	1	2	NP	NP	3	NP	2	NP
R[d]	-	-	-	-	N	N	1	2	1	2	1	2	1	2	NP	NP	3	NP	2	NP
B[b]	-	-	-	-	-	-	N	N	1	2	1	2	1	2	NP	NP	2	3	1	2[a]
F-2, S-2[c,d], U[d]	-	-	-	-	-	-	-	-	N	N	1	2	1	2	NP	NP	3	4	2	3[a]
M[b]	-	-	-	-	-	-	-	-	-	-	N	N	1	2	NP	NP	2	3	1	2[a]
F-1, S-1	-	-	-	-	-	-	-	-	-	-	-	-	N	N	NP	NP	2	3	1	2[a]
H-1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N	NP	NP	NP	NP	NP
H-2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N	NP	1	NP
H-3, H-4, H-5	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N	NP



#10: Construction Classification NYS Building Code 602

"Provide construction classification per each building included in the Application."

Our Fairport dispensary is classified as "Type 2A" according to building code 602.

#11: Fire Resistance Rating For Building Elements NYS Building Table 601

"Provide Fire Resistance Rating per each building element as per Table 601. Identify rating & elements on Building Plans"

Our Fairport dispensary is classified as "Type 2A" according to building code 602, and according to Table 601 requires 1 hour rating for the fire resistant rating requirements for exterior walls and a 2 hour fire rating for the separated use for the adjacent business suites. The facility has 0hr rating for the floor (ground level), and 1hr for roof construction.

TABLE 601 FIRE-RESISTANCE RATING REQUIREMENTS FOR BUILDING ELEMENTS (hours)

	TYPE I		TYPE II		TYPE III		TYPE IV	TYPE V	
BUILDING ELEMENT	**A**	**B**	**A[e]**	**B**	**A[e]**	**B**	**HT**	**A[e]**	**B**
Structural frame[a]	3[b]	2[b]	1	0	1	0	HT	1	0
Bearing walls									
Exterior[g]	3	2	1	0	2	2	2	1	0
Interior	3[b]	2[b]	1	0	1	0	1/HT	1	0
Nonbearing walls and partitions Exterior	See Table 602								
Nonbearing walls and partitions Interior[f]	0	0	0	0	0	0	See Section 602.4.6	0	0
Floor construction Including supporting beams and joists	2	2	1	0	1	0	HT	1	0
Roof construction Including supporting beams and joists	$1^1/_2$[c]	1[c, d]	1[c, d]	0[d]	1[c, d]	0[c, d]	HT	1[c, d]	0

#12 & #13: Exterior Wall Fire Resistance Rating/Separation Table 602

"Identify required fire resistance rating of exterior walls on Building Plan. Identify fire separation distance of exterior walls between builds on Plan."

Below is table 602 from the NYS 2010 construction code. Our Fairport facility is type 2A with occupancy group B. The interior adjacent wall in the plaza has a 2hr fire rating as shown in #9, and a 1hr fire rating for the exterior. The 1hr firewall is shown in purple and the 2hr separation firewall is in dark red on the diagram below.

SECTION 602 CONSTRUCTION CLASSIFICATION

TABLE 602 FIRE-RESISTANCE RATING REQUIREMENTS FOR EXTERIOR WALLS BASED ON FIRE SEPARATION DISTANCE[a, e]

FIRE SEPARATION DISTANCE = X (feet)	TYPE OF CONSTRUCTION	OCCUPANCY GROUP H	OCCUPANCY GROUP F-1, M, S-1	OCCUPANCY GROUP A, B, E, F-2, I, R, S-2, U[b]
X<5[c]	All	3	2	1
5£X<10	IA	3	2	1
	Others	2	1	1
10£X<30	IA, IB	2	1	1[d]
	IIB, VB	1	0	0
	Others	1	1	1[d]
X³30	All	0	0	0

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

The building is 25’ feet from the nearest nearby building, as shown below.

#14, #15: Fire Walls And Fire Barriers

“Provide code information and identify all applicable required Fire Walls and fire resistance requires on Building Plans. Provide code information and identify all applicable required Fire Barriers and fire resistance requires on Building Plans.””

Our Fairport facility complies with 70 and 706 of NYS building code of building separation requirements. Both firewalls and separations are shown on the previous diagrams and with separations shown. There are 2 layers of ½” either side drywall plus 1 5/8” stud (U419) plus a 1hr. rating credit for sprinkler system.

“705.1 General. Each portion of a building separated by one or more fire walls that comply with the provisions of this section shall be considered a separate building. The extent and location of such fire walls shall provide a complete separation. Where a fire wall also separates occupancies that are required to be separated by a fire barrier wall, the most restrictive requirements of each separation shall apply.”

TABLE 706.3.9 FIRE-RESISTANCE RATING REQUIREMENTS FOR FIRE BARRIER ASSEMBLIES BETWEEN FIRE AREAS

OCCUPANCY GROUP	FIRE-RESISTANCE RATING (hours)
H-1, H-2	4
F-1, H-3, S-1	3
A, B, E, F-2, H-4, H-5, I, M, R, S-2	2
U	1

#16, #17, #18: Shaft Enclosures, Fire Partitions, Horizontal Assemblies NYS Code 707,708, 711

“Provide code information and identify all applicable required Shaft Wall(s) and fire resistance requirement on Building Plans. Provide code information and identify all applicable required Fire Partition(s) and fire resistance requirement on Building Plans. Provide code information and identify all applicable required Horizontal Assemblies and fire resistance requirement on Building Plans.”

Our Fairport facility does not require vertical shafts and so section 707 is not applicable.

"707.1 General. The provisions of this section shall apply to vertical shafts where such shafts are required to protect openings and penetrations through floor/ceiling and roof/ceiling assemblies. Shaft enclosures shall be constructed as fire barriers in accordance with Section 706 or horizontal assemblies in accordance with Section 711, or both."

Our Fairport dispensary does not require fire partitions and so section 708 is not applicable.

"708.1 General. The following wall assemblies shall comply with this section: Walls separating dwelling units in the same building. Walls separating sleeping units in occupancies in Group R-1 hotel, R-2 and I-1 occupancies. Walls separating tenant spaces in covered mall buildings as required by Section 402.7.2. Corridor walls as required by Section 1017.1. Elevator lobby separation as required by Section 707.14.1. or residential aircraft hangars."

Our Fairport dispensary does not require horizontal assemblies and so section 711 is not applicable.

"711.1 General. Floor and roof assemblies required to have a fire-resistance rating shall comply with this section."

#19: Fire Protection: Sprinkler System NYS Building Code 903

"Indicate Type Of Sprinkler System and provide code information of all applicable requirements for Automatic Sprinkler Systems with code section cited"

"903.2.1.2 Group A-2. An automatic sprinkler system shall be provided for Group A-2 occupancies where one of the following conditions exists:
1. The fire area exceeds 5,000 square feet (465 m^2);
2. The fire area has an occupant load of 100 or more; or
3. The fire area is located on a floor other than the level of exit discharge.
903.3.1.1 NFPA 13 sprinkler systems. Where the provisions of this code require that a building or portion thereof be equipped throughout with an automatic sprinkler system in accordance with this section, sprinklers shall be installed throughout in accordance with NFPA 13 except as provided in Section 903.3.1.1.1.
903.3.1.1.1 Exempt locations. Automatic sprinklers shall not be required in the following rooms or areas where such rooms or areas are protected with an approved automatic fire detection system, in accordance with Section 907.2, that will respond to visible or invisible particles of combustion. Sprinklers shall not be omitted from any room merely because it is damp, of fire-resistance-rated construction or contains electrical equipment.
1. Any room where the application of water, or flame and water, constitutes a serious life or fire hazard.
2. Any room or space where sprinklers are considered undesirable because of the nature of the contents, when approved by the code enforcement official.
3. Generator and transformer rooms separated from the remainder of the building by walls and floor/ceiling or roof/ceiling assemblies having a fire-resistance rating of not less than 2 hours.
4. In rooms or areas that are of noncombustible construction with wholly noncombustible contents.
903.3.3 Obstructed locations. Automatic sprinklers shall be installed with due regard to obstructions that will delay activation or obstruct the water distribution pattern. Automatic sprinklers shall be installed in or under covered kiosks, displays, booths, concession stands, or equipment that exceeds 4 feet (1219 mm) in width. Not less than a 3-foot (914 mm) clearance shall be maintained between automatic sprinklers and the top of piles of combustible fibers.

903.4 Sprinkler system monitoring and alarms. All valves controlling the water supply for automatic sprinkler systems, pumps, tanks, water levels and temperatures, critical air pressures and water-flow switches on all sprinkler systems shall be electrically supervised.

903.4.1 Signals. Alarm, supervisory and trouble signals shall be distinctly different and shall be automatically transmitted to an approved central station, remote supervising station or proprietary supervising station as defined in NFPA 72 or, when approved by the code enforcement official, shall sound an audible signal at a constantly attended location.

”

#20: Alt. Fire Extinguishing System NYS Building Code 904

"Provide code information of all applicable requirements for Alternative Automatic Fire-Extinguishing Systems with code section(s) cited."

Our Fairport dispensary does not require an alternative fire extinguishing system.

"904.2 Where required. Automatic fire-extinguishing systems installed as an alternative to the required automatic sprinkler systems of Section 903 shall be approved by the code enforcement official. Automatic fire-extinguishing systems shall not be considered alternatives for the purposes of exceptions or reductions allowed by other requirements of this code."

#21: Standpipe System NYS Building Code 905

"Provide code information of all applicable requirements for Standpipe Systems with code section(s) cited."

This facility does not require a standpipe system due its facility height being under the required specifications listed in NYS building code 905.

"905.3 Required installations. Standpipe systems shall be installed where required by Sections 905.3.1 through 905.3.7 and in the locations indicated in Sections 905.4, 905.5 and 905.6. Standpipe systems are allowed to be combined with automatic sprinkler systems.
905.3.1 Building height. Class III standpipe systems shall be installed throughout buildings where the floor level of the highest story is located more than 30 feet (9144 mm) above the lowest level of the fire department vehicle access, or where the floor level of the lowest story is located more than 30 feet (9144 mm) below the highest level of fire department vehicle access."

#22: Fire Alarm Detection System NYS Building Code 907

"Provide code information of all applicable requirements for Fire Alarm Systems with code section cited"

This facility features a fire alarm detection system that is up to code.

“ 907.1.1 Construction documents. Construction documents for fire alarm systems shall be submitted for review and approval prior to system installation. Construction documents shall include, but not be limited to, all of the following:

1. A floor plan which indicates the use of all rooms.
2. Locations of alarm-initiating and notification appliances.
3. Alarm control and trouble signaling equipment.
4. Annunciation.
5. Power connection.
6. Battery calculations.
7. Conductor type and sizes.
8. Voltage drop calculations.
9. Manufacturers, model numbers and listing information for equipment, devices and materials.
10. Details of ceiling height and construction.
11. The interface of fire safety control functions."

#23: Emergency Alarm System NYS Building Code 908

"Provide code information of all applicable requirements for Emergency Alarm Systems with code section cited."

Our Fairport dispensary is a Group B occupancy, not Group H, therefore it is not required to have an emergency alarm system as put forth in NYS building code 908.

"908.1 Group H occupancies. Emergency alarms for the detection and notification of an emergency condition in Group H occupancies shall be provided in accordance with Section 414.7."

"414.7 Emergency alarms. Emergency alarms for the detection and notification of an emergency condition in Group H occupancies shall be provided as set forth herein"

#24: Fire Department Connections NYS Building Code 912

"Identify Fire Department connections in accordance with NFPA applicable standards."

Our Fairport dispensary is located on Kenney Place, Courtney Drive, And Hwy 41, which has fire department connections that fully comply with section 912 of the NYS building code. The building has a full

sprinkler system and hardwired smoke monitoring system.

Our facility also has backflow protection to comply with section 912.5. All ancillary requirements such as location, signage, locking hydrant caps externally are well marked. Below are the fire code cited references and images showing the backflow protection system.

"912.1 Installation. Fire department connections shall be installed in accordance with the NFPA standard applicable to the system design and shall comply with Sections 912.2 through 912.5.

912.2 Location. With respect to hydrants, driveways, buildings and landscaping, fire department connections shall be so located that fire apparatus and hose connected to supply the system will not obstruct access to the buildings for other fire apparatus. The location of fire department connections shall be approved.

912.2.1 Visible location. Fire department connections shall be located on the street side of buildings, fully visible and recognizable from the street or nearest point of fire department vehicle access or as otherwise approved by the code enforcement official.

912.2.2 Existing buildings. On existing buildings, wherever the fire department connection is not visible to approaching fire apparatus, the fire department connection shall be indicated by an approved sign mounted on the street front or on the side of the building. Such sign shall have the letters "FDC" at least 6 inches (152 mm) high and words in letters at least 2 inches (51 mm) high or an arrow to indicate the location. All such signs shall be subject to the approval of the code enforcement official.

912.3 Access. Immediate access to fire department connections shall be maintained at all times and without obstruction by fences, bushes, trees, walls or any other object for a minimum of 3 feet (914 mm).

912.3.1 Locking fire department connection caps. The code enforcement official is authorized to require locking caps on fire department connections for water-based fire protection systems where the responding fire department carries appropriate key wrenches for removal.

912.4 Signs. A metal sign with raised letters at least 1 inch (25 mm) in size shall be mounted on all fire department connections serving automatic sprinklers, standpipes or fire pump connections. Such signs shall read: AUTOMATIC SPRINKLERS, STANDPIPES or TEST CONNECTION, or a combination thereof as applicable.

912.5 Backflow protection. The potable water supply to automatic sprinkler and standpipe systems shall be protected against backflow as required by the Plumbing Code of New York State."

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

#25: Exits NYS Building Code 1001.1 & 2

"Identify on the Building Plans and documents, per each door, the following information: door width, door height, direction of swing, type of construction, hourly rating, and door closure"

Below is a copy of the door dimensions, hourly rating, swing type, door closer, and all information required for #25. All doors swing outward, exterior doors are 36", not rated, construction and door closures are shown below.

"1001.1 General. Buildings or portions thereof shall be provided with a means of egress system as required by this chapter. The provisions of this chapter shall control the design, construction and arrangement of means of egress components required to provide an approved means of egress from structures and portions thereof.

1001.2 Minimum requirements. It shall be unlawful to alter a building or structure in a manner that will reduce the number of exits or the capacity of the means of egress to less than required by this code."

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

This information is shown in #17 and in the ancillary diagrams below

DOOR SCHEDULE

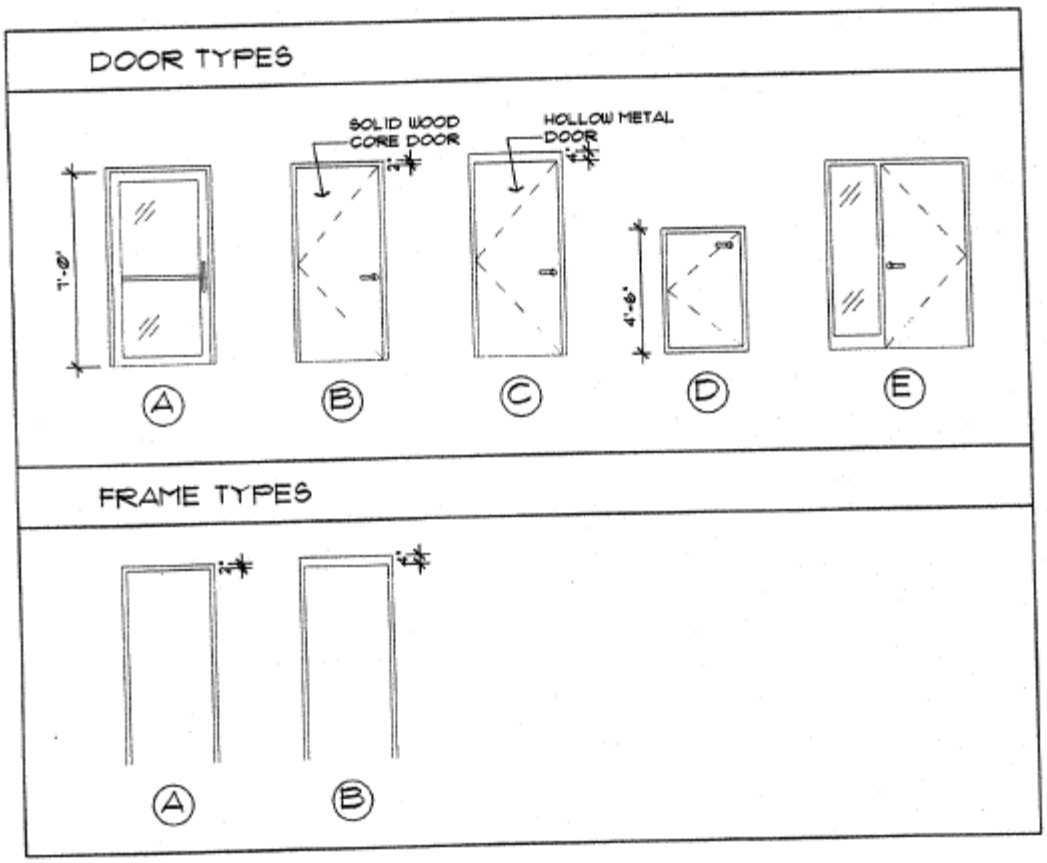
No	DOOR Width	Height	Thick	Mat'l.	Typ.	Fin.	Label	Thres.	Glass	FRAME Material	Type	Finish	Hardware Sets	Remarks
1	3'-8"	7'-0"	1¾"	ALUM.	A	MANUF.		ALUM.	TEMP. INSUL.	ALUM.		ALUM.	1	
2	3'-8"	7'-0"	1¾"	ALUM.	A	MANUF.		ALUM.	TEMP.	ALUM.		ALUM.	6	
3	3'-0"	7'-0"	1¾"	WD.	E			WOOD		MTL.		PT.	7	
4	3'-0"	7'-0"	1¾"	WD.	B			ALUM.		MTL.		PT.	4	
5	3'-0"	7'-0"	1¾"	WD.	B			WOOD		MTL.		PT.	3	
6	3'-0"	4'-6"	1¾"	WD.	D			WOOD		MTL.		PT.	8	
7	3'-0"	4'-6"	1¾"	WD.	D			WOOD		MTL.		PT.	8	
8	3'-0"	7'-0"	1¾"	WD.	B			WOOD		MTL.		PT.	3	
9	3'-0"	7'-0"	1¾"	WD.	B			ALUM.		MTL.		PT.	9	
10	3'-0"	7'-0"	1¾"	WD.	B			WOOD		MTL.		PT.	9	
11	3'-0"	7'-0"	1¾"	WD.	B			WOOD		MTL.		PT.	4	
12	3'-0"	7'-0"	1¾"	WD.	B			WOOD		MTL.		PT.	8	
13	3'-0"	7'-0"	1¾"	WD.	B			WOOD		MTL.		PT.	7	
14	3'-0"	7'-0"	1¾"	WD.	B			WOOD		MTL.		PT.	9	
15	3'-0"	7'-0"	1¾"	WD.	B			WOOD		MTL.		PT.	3	
16	3'-0"	7'-0"	1¾"	WD.	B			WOOD		MTL.		PT.	8	
17	3'-0"	7'-0"	1¾"	WD.	B			WOOD		MTL.		PT.	3	
18	3'-8"	7'-0"	1¾"	MTL.	C			MTL.		MTL.		MTL.	1	INSULATED

HARDWARE SPEC.

HARDWARE	MANUFACTURER
SIMPLEX LOCKSET-	SIMPLEX LP 1000 FOR HOLLOW METAL DOORS
SIMPLEX LOCKSET-	SIMPLEX LP 3000 FOR NARROW STILE DOORS
ENTRANCE LOCK	BEST 9K SERIES W/16K LEVER HANDLE
STORE ROOM LOCK	BEST 9K SERIES W/16K LEVER HANDLE
PRIVACY LOCK	BEST 9K SERIES W/14L LEVER HANDLE
CYLINDER LOCK	BEST E SERIES
ELECTRIC STRIKE	ADAMS RITE, SERIES 4500 625 FINISH, 12V d.c. (VERIFY W/ ELECTRICIAN BEFORE ORDERING)
CLOSER-	LCN#4040 SERIES W/ HOLD OPEN AS NOTED
CONCEALED CLOSER-	LCN#2013H SERIES W/ HOLD OPEN AS NOTED
HINGES-	STANLEY FBB179 STANLEY FINISH #652 SATIN STAINLESS STEEL
DOOR STOP-	H.B. IVES #436 FLOOR MOUNTED W/ RISER #435 IN CARPETED AREA
SILENCERS-	H.B. IVES #20 (AT ALL HOLLOW METAL DOOR FRAMES) H.B. IVES #21 (AT ALL WOOD DOOR FRAMES)
KAWNEER PUSH/PULL	PUSH CP 11: PULL CO9, FINISH TO MATCH DOORS
PUSH EXIT BOLT	VON DUPRIN SERIES 99 EXIT DEVICES
SWEEP-	STANLEY #5070 OR EQUAL @ KAWNEER DOORS
THRESHOLD-	STANLEY SADDLE THRESHOLDS SIZE & MODEL # AS REQUIRED
PADDLE LATCH-	#4590 ADAMS RITE
WIRE PULLS-	IVES #8102-6
SLIDING DOOR HARDWARE	STANLEY SERIES 1700 HARDWARE SET, FASCIA TRACK 1754 W/ BALL BEARINGS AND FLOOR GUIDE
FLUSH BOLT	ADAMS RITE SERIES 1870 W/ BEST CYLINDER LOCK ABOVE
CYLINDER OPERATED-	FINISH TO MATCH DOORS
NOTE:	ALL HARDWARE FINISH SHALL BE US10 SATIN BRONZE UNLESS NOTED OTHERWISE ALL LOCKSETS TO BE MASTER KEYED TO THE BANK STAND 7 PIN BEST INTERCHANGE CORE SYSTEM ALL HARDWARE TO MEET ADA STANDARDS

HARDWARE SCHEDULE

1. CONCEALED CLOSER
   PUSH/PULL
   OFFSET PIVOT
   THRESHOLD & SWEEPS
   FLUSH BOLT CYLINDER OPERATED W/ DUSTPROOF SOCKET
   PADDLE LATCH AND PUSH/PULL
2. SIMPLEX LOCKSET
   ELECTRIC STRIKE
   CONCEALED CLOSER
   1 1/2" PAIR HINGES
   SILENCERS DOOR STOP
3. PRIVACY LOCK
   1 1/2" PAIR HINGES
   SILENCERS DOOR STOP
4. SIMPLEX LOCKSET
   1 1/2" PAIR HINGES
   CLOSER
   DOOR STOP
   SILENCERS
5. OFFICE LOCK
   1 1/2" PAIR HINGES
   SILENCERS
   CLOSER W/ HOLD OPEN
   DOOR STOP
6. CYLINDER LOCK
   FLUSH BOLT FINGER LATCH
   CONCEALED CLOSER
   PADDLE LATCH & PUSH/PULL
   OFFSET PIVOT
7. PUSH/PULL CYLINDER LOCK
   1 1/2" PAIR HINGES
   SILENCERS
   DOOR STOP
   CLOSER
8. CLOSET LOCKSET
   1 1/2" PAIR HINGES
   SILENCERS
9. STORE ROOM LOCKSET
   1 1/2" PAIR HINGES
   SILENCERS
   DOOR STOP


DOOR TYPES
SOLID WOOD CORE DOOR
HOLLOW METAL DOOR
7'-0"
4'-6"
A
B
C
D
E
FRAME TYPES
A
B

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

#26: Occupancy Load Building Code 1004 And Table 1004.1

"Identify the use/name of each room, dimensions of each room, and occupant loads per each room on the Building Plans"

Each room is identified on the plans with use, dimensions, and occupancy load per room. The maximum occupancy load for this building based up each rooms use is 21 for employees and a maximum of 57 with visitor use.

"1004.1 Design occupant load. In determining means of egress requirements, the number of occupants for whom means of egress facilities shall be provided shall be determined in accordance with this section. Where occupants from accessory areas egress through a primary space, the calculated occupant load for the primary space shall include the total occupant load of the primary space plus the number of occupants egressing through it from the accessory area.

1004.1.1 Areas without fixed seating. The number of occupants shall be computed at the rate of one occupant per unit of area as prescribed in Table 1004.1.1. For areas without fixed seating, the occupant load shall not be less than that number determined by dividing the floor area under consideration by the occupant per unit of area factor assigned to the occupancy as set forth in Table 1004.1.1. Where an intended use is not listed in Table 1004.1.1, the code enforcement official shall establish a use based on a listed use that most nearly resembles the intended use."

Below is a truncated version of Table 1004.1.1 as it relates to this dispensary

Function Of Space	Floor Area In Sq. Ft. Per Occupant
Business Areas	100 gross

"1004.2 Increased occupant load. The occupant load permitted in any building, or portion thereof, is permitted to be increased from that number established for the occupancies in Table 1004.1.1, provided that all other requirements of the code are also met based on such modified number and the occupant load does not exceed one occupant per 7 square feet (0.65 m^2) of occupiable floor space. Where required by the code enforcement official, an approved aisle, seating or fixed equipment diagram substantiating any increase in occupant load shall be submitted. Where required by the code enforcement official, such diagram shall be posted."

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

#27 And #28: Egress Width, And Accessible Means Of Egress NYS Building Code 1005 and 1007.1

"Provide egress widths & cite applicable code section(s) and requirement(s) on the Building Plans"

"Provide accessible means of egress as per Section 1007 & cite applicable code section(s) and requirement(s) on the Building Plans."

The Fairport dispensary complies with all local and state code regarding egress width and accessibility, according to table 1005.1 and 1007.1. There are two egresses in the facility with each door being 36". Our facility occupancy is 57, with 0.2 inches per occupant through non-stairway egresses is 11.4" of required egress out of 72" available egress and 44" allotted by law.

"1005.1 Minimum required egress width. The means of egress width shall not be less than required by this section. The total width of means of egress in inches (mm) shall not be less than the total occupant load served by the means of egress multiplied by the factors in Table 1005.1 and not less than specified elsewhere in this code. Multiple means of egress shall be sized such that the loss of any one means of egress shall not reduce the available capacity to less than 50 percent of the required capacity. The maximum capacity required from any story of a building shall be maintained to the termination of the means of egress.

"1007.1 Accessible means of egress required. Accessible means of egress shall comply with this section. Accessible spaces shall be provided with not less than one accessible means of egress. Where more than one means of egress is required by Section 1015.1 or 1019.1 from any accessible space, each accessible portion of the space shall be served by not less than two accessible means of egress."

TABLE 1005.1 EGRESS WIDTH PER OCCUPANT SERVED

	WITHOUT SPRINKLER SYSTEM		WITH SPRINKLER SYSTEM[a]	
OCCUPANCY	Stairways (inches per occupant)	Other egress components (inches per occupant)	Stairways (inches per occupant)	Other egress components (inches per occupant)
Occupancies other than those listed below	0.3	0.2	0.2	0.15

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

29: Doors, Gates, And Turnstiles NYS Building Code 1008

"Means of egress doors shall meet the requirements of this section."

The Fairport dispensary complies with all local and state code regarding egress doors. There are no gates or turnstiles at this facility. All doors feature appropriate exit devices.

The NYS building code states:

"1008.1 Doors. Means of egress doors shall meet the requirements of this section. Doors serving a means of egress system shall meet the requirements of this section and Section 1018.2. Doors provided for egress purposes in numbers greater than required by this code shall meet the requirements of this section.

Means of egress doors shall be readily distinguishable from the adjacent construction and finishes such that the doors are easily recognizable as doors. Mirrors or similar reflecting materials shall not be used on means of egress doors. Means of egress doors shall not be concealed by curtains, drapes, decorations or similar materials.

1008.1.1 Size of doors. The minimum width of each door opening shall be sufficient for the occupant load thereof and shall provide a clear width of not less than 32 inches (813 mm). Clear openings of doorways with swinging doors shall be measured between the face of the door and the stop, with the door open 90 degrees (1.57 rad). Where this section requires a minimum clear width of 32 inches (813 mm) and a door opening includes two door leaves without a mullion, one leaf shall provide a clear opening width of 32 inches (813 mm). The maximum width of a swinging door leaf shall be 48 inches (1219 mm) nominal. Means of egress doors in a Group I-2 occupancy used for the movement of beds shall provide a clear width not less than 41.5 inches (1054 mm). The height of doors shall not be less than 80 inches (2032 mm).

As both stated and shown in earlier sections on doors, all external egress doors are 36", with internal doors of 32". All doors are clearly visible and distinguishable from the background. No doors are concealed or made of mirror like substances.

DOOR SCHEDULE

No	DOOR Width	Height	Thick	Mat'l.	Typ.	Fin.	Label	Thres.	Glass	FRAME Material	Type	Finish	Hardware Sets	Remarks
1	3'-8"	7'-0"	1¾"	ALUM.	A	MANUF.		ALUM.	TEMP. INSUL	ALUM.		ALUM.	1	
2	3'-8"	7'-0"	1¾"	ALUM.	A	MANUF.		ALUM.	TEMP.	ALUM.		ALUM.	6	
3	3'-0"	7'-0"	1¾"	WD.	E			WOOD		MTL.		PT.	7	
4	3'-0"	7'-0"	1¾"	WD.	B			ALUM.		MTL.		PT.	4	
5	3'-0"	7'-0"	1¾"	WD.	B			WOOD		MTL.		PT.	3	
6	3'-0"	4'-6"	1¾"	WD.	D			WOOD		MTL.		PT.	8	
7	3'-0"	4'-6"	1¾"	WD.	D			WOOD		MTL.		PT.	8	
8	3'-0"	7'-0"	1¾"	WD.	B			WOOD		MTL.		PT.	3	
9	3'-0"	7'-0"	1¾"	WD.	B			ALUM.		MTL.		PT.	9	
10	3'-0"	7'-0"	1¾"	WD.	B			WOOD		MTL.		PT.	9	
11	3'-0"	7'-0"	1¾"	WD.	B			WOOD		MTL.		PT.	4	
12	3'-0"	7'-0"	1¾"	WD.	B			WOOD		MTL.		PT.	8	
13	3'-0"	7'-0"	1¾"	WD.	B			WOOD		MTL.		PT.	7	
14	3'-0"	7'-0"	1¾"	WD.	B			WOOD		MTL.		PT.	9	
15	3'-0"	7'-0"	1¾"	WD.	B			WOOD		MTL.		PT.	3	
16	3'-0"	7'-0"	1¾"	WD.	B			WOOD		MTL.		PT.	8	
17	3'-0"	7'-0"	1¾"	WD.	B			WOOD		MTL.		PT.	3	
18	3'-8"	7'-0"	1¾"	MTL.	C			MTL.		MTL.		MTL.	1	INSULATED

30: Interior Stairs NYS Building Code 1009

"Identify the following information for each stairway on the Building Plan(s): the width of stairways; the height, width, depth and number of risers and treads; dimensions of landings; stairway construction type; and handrail height."

The Fairport dispensary does not contain any stairs, so this question is not applicable.

#31: Ramps NYS Building Code 10010.1

"Identify the following information of each ramp, on the Building Plan(s): width; total vertical rise; length of ramp; and handrail height."

The Fairport dispensary has two handicapped accessible curb ramps. One for the main facility parking lot and building entrance, and another for ancillary parking. Both ramps are marked on the building plan, and both ramps share the same vertical rise and length of ramp. There is no ramp in the actual building, so provision 10010 doesn't apply due to the exception, except in regards to ICC/ANSI A117.1 compliance. The curb ramps are ICC/ANSI A1171 compliant.

"1010.1 Scope. The provisions of this section shall apply to ramps used as a component of a means of egress. Exceptions: 2. Curb ramps shall comply with ICC/ANSI A117.1."

Below are the ICC/ANSI A117.1 excerpts that pertain to our Rochester Dispensaries curbs:

"406.3 Sides of Curb Ramps. Where provided, curb ramp flares shall not be steeper than 1:10.
406.4 Width. Curb Ramps shall be 36 inches minimum in width, exclusive of flared sides
406.5 Floor Surface. Floor surfaces of curb ramps shall comply with section 302
406.6 Location. Curb Ramps and the flared sides of the curb ramps shall be located so they do not

Curb ramps and the flared sides of curb ramps shall be located so they do not project into vehicular traffic lanes, parking spaces, or parking access aisles. Curb ramps at marked crossings shall be wholly contained within the markings, excluding any flared sides.

406.7 Landings shall be provided at the tops of curb ramps. The clear length of the landing shall be 36 inches (915 mm) minimum. The clear width of the landing shall be at least as wide as the curb ramp, excluding flared sides, leading to the landing.

406.8 Obstructions. Curb ramps shall be located or protected to prevent their obstruction by parked vehicles.

406.9 Handrails. Handrails are not required on curb ramps."

Our proposed facilities curbs have a 38" wide ramp that flares in such a way as to not project into traffic, with clear landings and the slope is 1:6, under the requirement of 1:10. Note: no handrails are need as per this compliant specification.

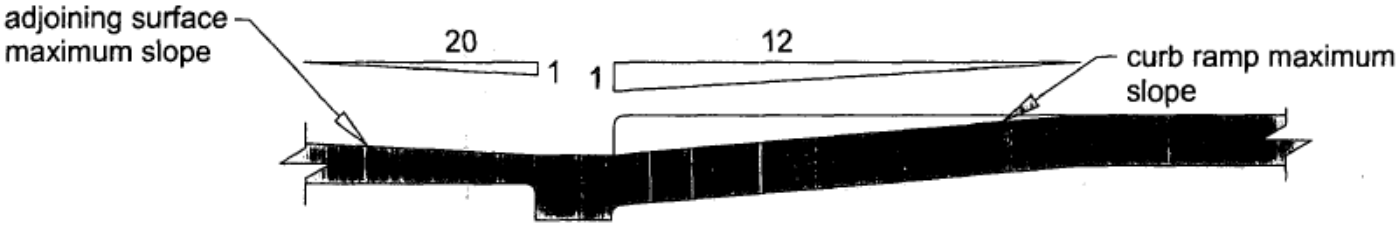
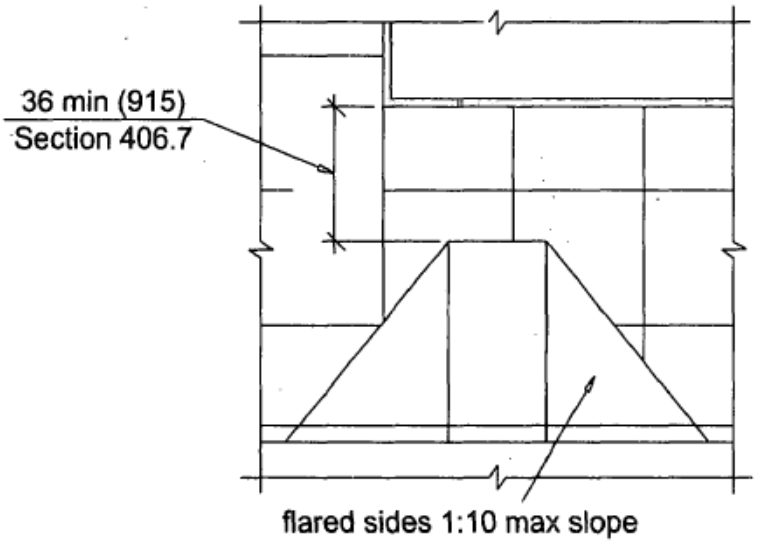


Fig. 406.2
Counter Slope of Surfaces Adjacent to Curb Ramps



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

#32: Common Path Of Travel NYS Building Code 1014.3

"Identify on the Building Plan(s): the length of the "Common Path of Travel" per each room as per applicable building code requirements."

The Fairport dispensary is a Group B with an egress travel limit of 150ft. All rooms are under 75ft of travel to the nearest egress as shown on the layout below, with the max distance being 71ft.

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

"1014.3 Common path of egress travel. In occupancies other than Groups H-1, H-2 and H-3, the common path of egress travel shall not exceed 75 feet (22 860 mm). In Group H-1, H-2 and H-3 occupancies, the common path of egress travel shall not exceed 25 feet (7620 mm). For common path of egress travel in Group A occupancies having fixed seating, see Section 1025.8."

#33: Exit Doorway Arrangement NYS Building Code 1014.3

"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."

This facility is a Group B occupancy with a max occupants of 57, which requires two egresses for the facility. Both of which are shown on the plan below, along with each rooms occupancy value

"1015.1 Exit or exit access doorways required. Two exits or exit access doorways from any space shall be provided where one of the following conditions exists:
1. The occupant load of the space exceeds the values in Table 1015.1.
2. The common path of egress travel exceeds the limitations of Section 1014.3.
3. Where required by Sections 1015.3, 1015.4 and 1015.5."

TABLE 1015.1 SPACES WITH ONE MEANS OF EGRESS

OCCUPANCY	MAXIMUM OCCUPANT LOAD
A, B,E[a], F, M, U	49
H-1, H-2, H-3	3
H-4, H-5, I-1, I-3, I-4, R	10
S	29

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

#33: Corridor Fire Rating NYS Building Code 1017.1

"Identify, on the Building Plan(s): all corridors with required fire resistance and the applicable fire rating."

The Fairport dispensary is a Type 2A, with an occupancy of 57 and which requires 0 hour fire rating for corridors due to the sprinkler system.

"1017.1: Exception 4. A fire-resistance rating is not required for corridors in an occupancy in Group B which is a space requiring only a single means of egress complying with Section 1015.1"

TABLE 1017.1 CORRIDOR FIRE-RESISTANCE RATING

OCCUPANCY	OCCUPANT LOAD SERVED BY CORRIDOR	REQUIRED FIRE-RESISTANCE RATING (hours)	
		Without sprinkler system	With sprinkler system[c]
H-1, H-2, H-3	All	Not Permitted	1
H-4, H-5	Greater than 30	Not Permitted	1
A, B, E, F, M, S, U	Greater than 30	1	0
R	Greater than 10	Not Permitted	0.5
I-2[a], I-4	All	Not Permitted	0
I-1, I-3	All	Not Permitted	1[b]

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

#35: Corridor Width NYS Building Code 1017.2

"Identify on the Building Plan(s): the width of all corridors. Provide applicable code section(s) and requirement(s)."

The Rochester dispensary has one main front entrance corridor with a width of 48". This complies with NYS building code 1017.2, as it is above 44".

"1017.2 Corridor width. The minimum corridor width shall be as determined in Section 1005.1, but not less than 44 inches (1118 mm)."

#36: Corridor Width NYS Building Code 1017.3

"Corridors shall not exceed the maximum dead end corridor length as per applicable code.

This site has no dead end corridors. This section is not applicable.

#37: Number of Exits and Continuity NYS Building Code 1019

"Identify on the Building Plan(s): required number of exits, continuity and arrangement as per the applicable code requirements."

This site has two exits. It is a single story facility.

TABLE 1019.1 MINIMUM NUMBER OF EXITS FOR OCCUPANT LOAD

OCCUPANT LOAD (persons per story)	MINIMUM NUMBER OF EXITS (per story)
1-500	2
501-1,000	3
More than 1,000	4

"1019.1 Minimum number of exits. All rooms and spaces within each story shall be provided with and have access to the minimum number of approved independent exits required by Table 1019.1 based on the occupant load of the story, except as modified in Section 1015.1 or 1019.2. For the purposes of this chapter, occupied roofs shall be provided with exits as required for stories. The required number of exits from any story, basement or individual space shall be maintained until arrival at grade or the public way."

#38: Vertical Exit Enclosures NYS Building Code 1020

"Identify on the Building Plan(s): all applicable code requirements for each Vertical Exit Enclosure."

The Fairport dispensary has no vertical exit enclosures. These section is not applicable.

#39: Exit Passageways NYS Building Code 1021

"Identify on the Building Plan(s): all applicable code requirements for each Exit Passageway"

The Fairport dispensary has one egress passageway that also serves as a corridor. It is marked below in highlighted blue. This passageway will remain unobstructed at all times as a matter of our facility operating plan.

"1021.1 Exit passageway. Exit passageways serving as an exit component in a means of egress system shall comply with the requirements of this section. An exit passageway shall not be used for any purpose other than as a means of egress."

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

#41: Exterior Exit Ramps & Stairways NYS Building Code 1023

"Identify on the Building Plan(s): all applicable code requirements for each Horizontal Exit."

This facility has no exterior exit ramps or stairways.

#42: Exit Discharge NYS Building Code 1023

"1024.1 General. Exits shall discharge directly to the exterior of the building. The exit discharge shall be at grade or shall provide direct access to grade. The exit discharge shall not reenter a building."

This dispensary site has two exit discharges as identified below.

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

#43: Accessibility 1101.1-1110 & ICC/A117.1(03)

"Identify on the Building Plan(s): all applicable code requirements such that the design and construction of each building/facility provides accessibility to physically disabled persons."

The Fairport dispensary has a curb type handicapped accessible ramp, and handicapped accessible front door width. Each aspect of the facility FULLY complies with the accessibility law. In addition it has secure floor that complies with ICC/A117.1(03)-*302.2:*

"Carpet or carpet tile shall be securely attached and shall have a firm cushion, pad, or backing or no cushion or pad. Carpet or carpet tile shall have a level loop, textured loop, level cut pile, or level cut/uncut pile texture. The pile shall be ½ inch (13 mm) maximum in height. Exposed edges of carpet shall be fastened to the floor and shall have trim along the entire length of the exposed edge. Carpet edge trim' shall comply with Section 303."

The facility also features open floor space dimensions, clear of obstructions that allows for adequate wheelchair access and mobility within the facility to comply with section 305.3. It also meets all guidelines for accessible routes listed in section 401.1.

"305.3 Size. The clear floor space shall be 48 inches (1220 mm) minimum in length and 30 inches (760mm) minimum in width."

"401.1 Scope. Accessible routes required by the scoping provisions adopted by the administrative authority shall comply with the applicable provisions of Chapter 4.

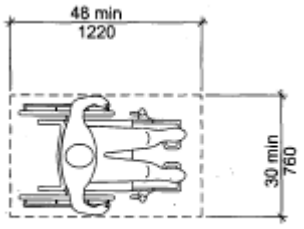


Fig. 305.3
Size of Clear Floor Space

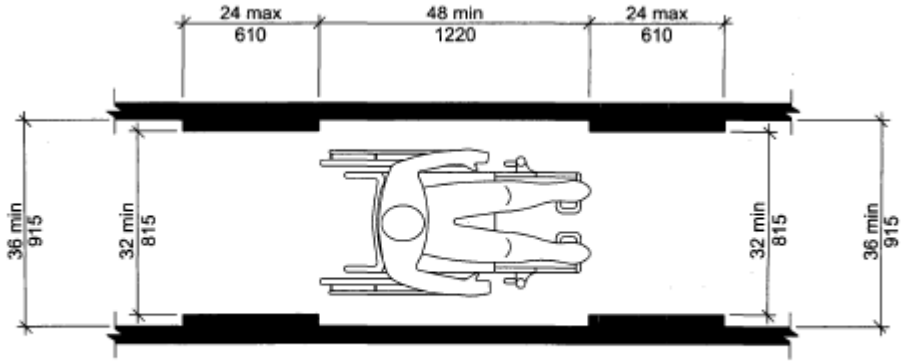


Fig. 403.5
Clear Width of an Accessible Route

The facility will be clear of protruding objects to comply with all of section 307.

"307.1 General. Protruding objects on circulation paths shall comply with Section 307."

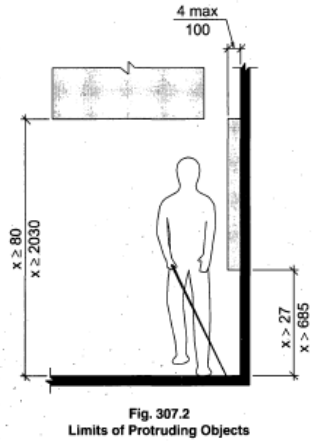


Fig. 307.2
Limits of Protruding Objects

The facility will have adequate knee and toe clearance to comply with section 306.

"306.1 General. Where space beneath an element is included as part of clear floor space at an element, clearance at an element, or a turning space, the space shall comply with Section 306. Additional space beyond knee and toe clearance shall be permitted beneath elements."

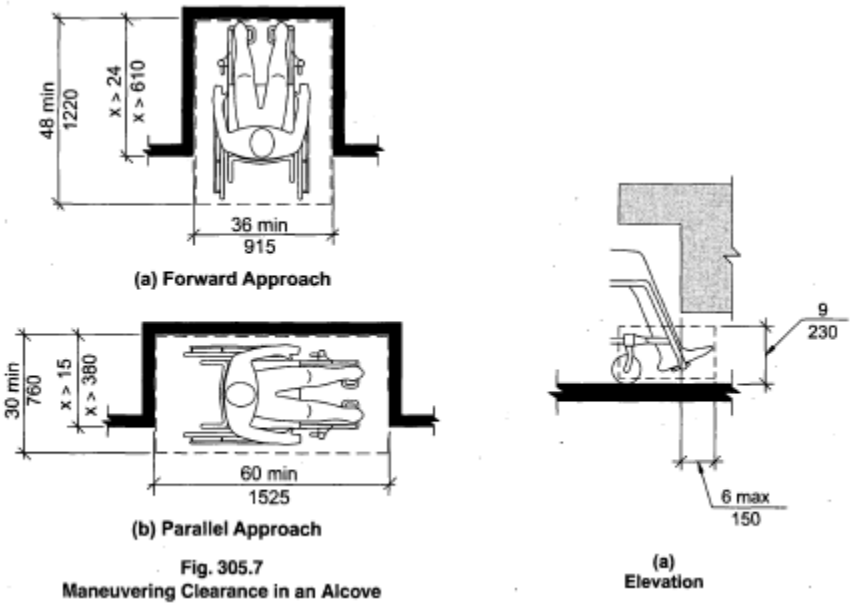


Fig. 305.7
Maneuvering Clearance in an Alcove

The facility will operate in such a manner as to comply with all of section 308 regarding handicapped accessible reach.

"308.1 General. Reach ranges shall comply with Section 308."

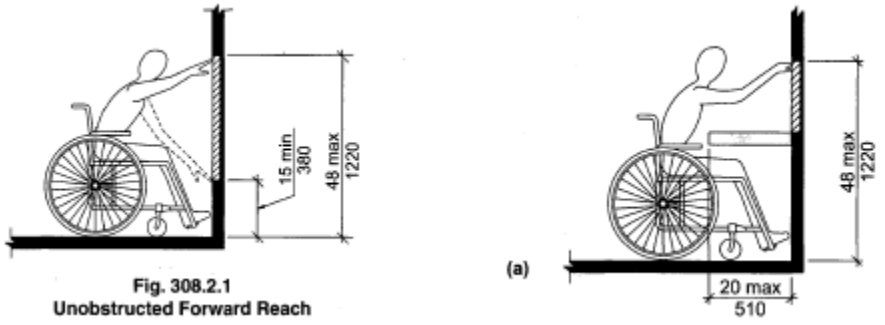


Fig. 308.2.1
Unobstructed Forward Reach

Our Fairport dispensary facility meets all section 309 compliance requirements. This includes an operable table at the cashier counter with a handicapped accessible parts.

"309.1 General. Operable parts required to be accessible shall comply with Section 309."

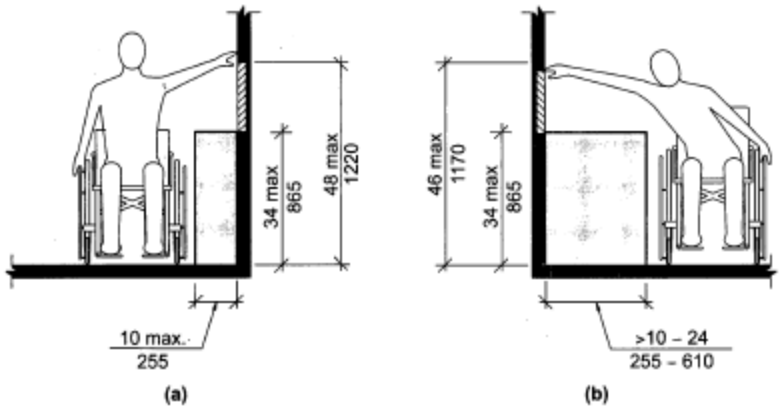


Fig. 308.3.2
Obstructed High Side Reach

Our Fairport dispensary features handicapped accessible bathrooms. This includes door swing, mirrors, handrails, and toilet height. However, due to our building being type 2A, there is an exception allowed by law for foregoing the vertical grab bar. Our facility does not have vertical grab bars, only horizontal, as required by law.

"603.1 General. Accessible toilet and bathing rooms shall comply with Section 603."
"In Type A and Type B units, the vertical grab bar component is not required."

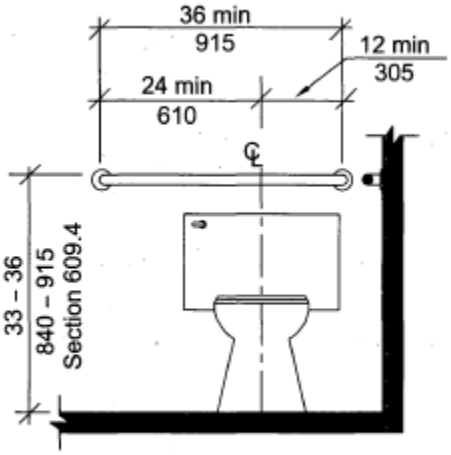


Fig. 604.5.2
Rear Wall Grab Bar for Water Closet

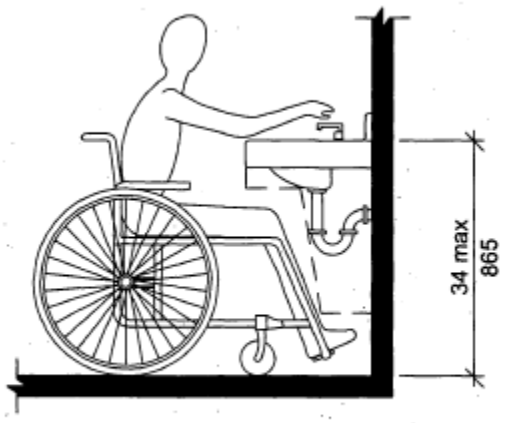


Fig. 606.3
Height of Lavatories and Sinks

Our Fairport facility is fully compliant with all additional interior ICC/A117.1(03) requirements. In addition all external elements such as ramp elevation ratios and handicapped parking are also compliant listed in earlier sections.

#44: Energy Conservation 2010 NYS ECCC & IECC 2012

"Identify the R-Value and U-Value of each construction component and assembly of the building envelope as required in the applicable energy and building code(s)."

All of the required R and U values for this facility are to IECC code.

#45 and #46: Emergency & Standby Power & Smoke Control Systems NYS Building Code 2702

"Identify emergency & Standby Power locations and specifications of the system to be provided."
"Identify the Standby power for smoke control systems in accordance with Section 909.11 of NYS Building Code."

The Fairport dispensary features a battery backup interior exit lighting system with 90 minute capacity. The facility also features a monitored fire and sprinkler system with a battery backup.

"2702.1 Installation. Emergency and standby power systems required by this code or the Fire Code of New York State shall be installed in accordance with this code, NFPA 110 and 111.
"2702.2.2 Smoke control systems. Standby power shall be provided for smoke control systems in accordance with Section 909.11."

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

EXIT

FIRE
EXTINGUISHER

#47: Plumbing Fixture Count NYS Building Code 2902.1

"Identify on the Building Plan: the minimum plumbing facilities as per applicable plumbing code."

Below are two images that correlate to question 47, with the top image being the facility layout and the following image as the legend for plumbing facility location. There are two toilets and two sinks in the facility.

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

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

#49: Fire Apparatus Access Road NYS Building Code FC503.1

"Identify on the Site Plan: Fire Apparatus Road, Fire Lane and other Fire Service requirements per applicable Building and Fire Codes."

Pictured Below is the Fairport dispensaries fire lane, hydrant, and apparatus road and the location is compliant with FC503.1

Appendix B: Architectural Program

A SEPARATE "APPENDIX B" SHALL BE COMPLETED FOR EACH SEPARATE BUILDING AND/OR FACILITY INCLUDED IN THE ORGANIZATION'S BUSINESS PLAN

COMPANY INFORMATION	
Business Name:	LabCare, Inc.
Facility Type:	Manufacturing Facility ☐ Dispensing Facility ☐
Use and Occupancy Classification:	Business Group B
Building Construction Type and Classification:	Type 2A
Facility Address:	14 Courtney Drive, Fairport, NY 14450
Primary Contact Telephone number:	855-934-3837
Primary Contact Fax number:	

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 ☐ Oil ☑ Electric
☐ Solar ☐ Other _____

Engineering Systems:

☑ Heating System: Type N. Gas, Size 10 Ton Efficiency 94%,
Ventilation Requirements Powered

☑ Cooling System: Type A/C, Size 10 Ton Efficiency 94%,
Ventilation Requirements Powered

☑ Ventilation & Humidification Systems:
Type Powered, Size _____, Efficiency _____,
Ventilation Requirements _____

☑ Electrical Distribution Available 200 Amp

☑ Water Supply: Municipal Water Service YES or Private Well Water _____

☑ Sewage: Municipal Sewer System YES or Private Septic System _____

☐ Emergency Power System:
Type _____, Size _____ Efficiency _____,

Appendix B – Architectural Program

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

Appendix B – Architectural Program

Select Project Type: Check all that apply. Refer to the Existing Building Code for definitions.	☐ New Building ☑ Repair ☐ Alteration Level 1 ☐ Alteration Level 2	☐ Alteration Level 3 ☐ Change of Occupancy ☐ Addition ☐ Historic Building	☐ Demolition ☐ Chapter 3. Prescriptive Compliance Method ☐ Chapter 13. Performance Compliance Method
Select Work Involved: Check all that apply.	☐ General Construction ☐ Roofing ☐ Asbestos Abatement/Environmental ☐ Fire Alarm	☐ Structural ☐ Mechanical ☐ Plumbing ☐ Electrical	☐ Site Work ☐ Sprinkler ☐ Elevators ☑ Other: Minor Repairs

CODE COMPLIANCE REVIEW

Applicant shall provide all applicable information in regards to the code topic and section listed below.

1 Code Compliance Review is based on the 2010 NY State Building Code for New Construction. If any other building code applies to the location or type of construction, provide applicable code and sections that most closely relates and references the code topic and information in the code sections listed below. Provide appropriate abbreviations for other applicable codes, such as: **FC:** ***Fire Code*****, PC:** ***Plumbing Code*****, MC:** ***Mechanical Code*****, FGC:** ***Fuel Gas Code*****, ECCC:** ***Energy Conservation Code.***

2. Provide the Required standard for each applicable code section. (i.e.: area, quantity, classification type, materials, hourly separation, etc.). If section does not apply, indicate one of the following with explanation: **NA:** *Not Applicable*, **NR:** *Not Required*, **NP:** *Not Permitted*

3 Provide your facilities "Actual" value for each required standard as per applicable code section.

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
1	Use & Occupancy Classification	302.1 - 312	N/A	Use & occupancy of this facility. Identify all applicable materials, class and quantities regarding Table 307.1.	304.1 Business Group B	304.1 Business Group B

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
2	Combustible Storage	413	N/A	All combustible storage areas and rooms, as per applicable Building and Fire Codes. Identify all combustible stored materials, area and room dimensions, all required fire separations, and exit requirements.	N/R-See Attachment	N/R-See Attachment
3	Hazardous Materials	414	N/A	All hazardous materials stored or used as per applicable Building and Fire Codes. Identify all combustible stored materials, area and room dimensions, all required fire separations, and exit requirements.	N/R-See Attachment	N/R-See Attachment
4	Hazardous Materials Control Areas	414.2	N/A	Provide additional information indicating number, size, materials stored, and quantity of each material.	N/R-See Attachment	N/R-See Attachment
5	Building Area & Height	501-507	N/A	Provide the building area & height Provide all calculations and cite applicable code sections for increased Building Area & Heights allowed per building code(s).	N/R	Area: 3,000 Height: 19'7" See Attached For Increase Allotment Up To 112,500sq/ft
6	Incidental Use Areas	508.2	N/A	Identify all Incidental Use Areas and required fire separation of occupancies on Building Plans.	N/A	N/R-See Attachment

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
7	Mixed Occupancies	508.3	N/A	Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	N/R	N/R
8	Nonseparated Uses	508.3.2	N/A	Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	N/R	N/R
9	Separated Uses (Ratio < 1)	508.3.3	N/A	Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	2 Hr	2 Hr- See Attached
10	Construction Classification	602	N/A	Provide Construction Classification per each building included in Application.	2A	Type 2A -See Attachment
11	Fire Resistance Rating Reqm't for Building Elements	Table 601	N/A	Provide Fire Resistance Rating per each building element as per Table 601. Identify rating & elements on Building Plans.	See Attached	See Attached-1hr interior and 2hr exterior

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
12	Exterior Wall Fire-Resistance Rating	Table 602	N/A	Identify required fire resistance rating of exterior walls on Building Plan(s).	1hr	1hr - See Attached
13	Exterior Fire Separation Distance	Table 602	N/A	Identify required fire separation distance of exterior walls between Buildings on Plan.	N/R-See Attachment	See Attachment
14	Fire Walls	705	N/A	Provide code information and identify all applicable required Fire Wall(s) and fire resistance requirement on Building Plans.	See Attachment	See Attachment
15	Fire Barriers	706	N/A	Provide code information and identify all applicable required Fire Barrier(s) and fire resistance requirement on Building Plans.	N/R-See Attachment	N/R-See Attachment
16	Shaft Enclosures	707	N/A	Provide code information and identify all applicable required Shaft Wall(s) and fire resistance requirement on Building Plans.	N/R-See Attachment	N/R-See Attachment
17	Fire Partitions	708	N/A	Provide code information and identify all applicable required Fire Partition(s) and fire resistance requirement on Building Plans.	N/R-See Attachment	N/R-See Attachment

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
18	Horizontal Assemblies	711	N/A	Provide code information and identify all applicable required Horizontal Assemblies and fire resistance requirement on Building Plans.	N/R-See Attachment	N/R-See Attachment
19	Fire Protection: Sprinkler System	903	N/A	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.	See Attachment	See Attachment
20	Alt. Fire Extinguishing System	904	N/A	Provide code information of all applicable requirements for Alternative Automatic Fire-Extinguishing Systems with code section(s) cited.	N/R-See Attachment	N/R-See Attachment
21	Standpipe System	905	N/A	Provide code information of all applicable requirements for Standpipe Systems with code section(s) cited.	N/R-See Attachment	N/R-See Attachment
22	Fire Alarm & Detection Systems	907	N/A	Provide code information of all applicable requirements for Fire Alarm System(s) with code section cited. Indicate Type of Fire Alarm System ☐ Addressable ☐ Hardwired (zoned)	See Attachment	See Attachment

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
23	Emergency Alarm System	908	N/A	Provide code information of all applicable requirements for Emergency Alarm Systems with code section cited.	N/R-See Attachment	N/R-See Attachment
24	Fire Department Connections	912	N/A	Identify Fire Department connections in accordance with NFPA applicable standard.	See Attachment	Backflow And Related Data Posted In Attachment
25	Exits	1001.1 &2	N/A	Identify on the Building Plans and documents, per each door, the following information: door width, door height, direction of swing, type of construction, hourly rating, and door closures.	See Attachment	36", Outward Swing, Automatic Closures, NR, Aluminum, See Attachment
26	Occupant Load	1004 & Table 1004.1.1	N/A	Identify the use/name of each room, dimensions of each room, and Occupant Loads per each room on the Building Plans.	See Attachment	57
27	Egress Width	1005	N/A	Provide egress widths & cite applicable code section(s) and requirement(s) on the Building Plans	44"	36" x 2 =72"- See Attached
28	Accessible Means of Egress	1007.1	N/A	Provide accessible means of egress as per Section 1007 & cite applicable code section(s) and requirement(s) on the Building Plans.	2	2 Egresses- See Attached

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
29	Doors, Gates, and Turnstiles	1008	N/A	Means of egress doors shall meet the requirements of this section.	See Attached	36" Doors - See Attached
30	Interior Stairs	1009	N/A	Identify the following information for each stairway on the Building Plan(s): the width of stairways; the height, width, depth and number of risers and treads; dimensions of landings; stairway construction type; and handrail height.	N/A	N/A-No stairs
31	Ramps	1010.1	N/A	Identify the following information of each ramp, on the Building Plan(s): width; total vertical rise; length of ramp; and handrail height.	N/R - Outside Curb Handicapped Accessible	N/R - Outside Curb Handicapped Accessible
32	Common Path of Travel	1014.3	N/A	Identify on the Building Plan(s): the length of the "Common Path of Travel" per each room as per applicable building code requirements.	1014.3 Compliant: <75Ft. Path For Group B-Layout	<75'-See Attachment
33	Exit Doorway Arrangement	1015	N/A	Identify on the Building Plan(s): applicable building code requirements for all Exits and Exit Access Doorways per each room and required exits in all buildings.	2 Egresses	2 Egresses Provided- See Attachment
34	Corridor Fire Rating	1017.1	N/A	Identify, on the Building Plan(s): all corridors with required fire resistance and the applicable fire rating.	0 Hour	0 Hour-See Attached

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
35	Corridor Width	1017.2	N/A	Identify on the Building Plan(s): the width of all corridors. Provide applicable code section(s) and requirement(s).	44"	48" - See Attached Plan
36	Dead End Corridor	1017.3	N/A	Corridors shall not exceed the maximum dead end corridor length as per applicable code.	N/A	N/A
37	Number of Exits and Continuity	1019	N/A	Identify on the Building Plan(s): required number of exits, continuity and arrangement as per the applicable code requirements.	2 Exits	2 Exits - See Attached
38	Vertical Exit Enclosures	1020	N/A	Identify on the Building Plan(s): all applicable code requirements for each Vertical Exit Enclosure.	N/R	N/A-No Vertical Exits
39	Exit Passageways	1021	N/A	Identify on the Building Plan(s): all applicable code requirements for each Exit Passageway.	N/R	1 Exit Passageway/Corridor See Attachment
40	Horizontal Exits	1022	N/A	Identify on the Building Plan(s): all applicable code requirements for each Horizontal Exit.	N/R	N/R

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
41	Exterior Exit Ramps & Stairways	1023	N/A	Identify on the Building Plan(s): all applicable code requirements for each exterior exit ramps and stairways.	N/R	N/R-Neither Ramps Nor Stairways
42	Exit Discharge	1024	N/A	Identify on the Building Plan(s): all applicable code requirements for each Exit Discharge.	Two	Two-See Attached
43	Accessibility	1101.1 - 1110 & ICC/A117. 1(03)	N/A	Identify on the Building Plan(s): all applicable code requirements such that the design and construction of each building/facility provides accessibility to physically disabled persons.	Full Compliance	Full ICCA/A117 Compliant Bathrooms, Ramp, Doors -See Attached
44	Energy Conservation	2010 NYS ECCC & IECC 2012	N/A	Identify the R-Value and U-Value of each construction component and assembly of the building envelope as required in the applicable energy and building code(s).	See Attached	Local Zoning Compliant R & U
45	Emergency & Standby Power	2702.1	N/A	Identify emergency & Standby Power locations and specifications of the system to be provided.	See Attached	Fire, Exit Signs, Standby Lights, Etc. - See Attached
46	Smoke Control Systems	2702.2.2	N/A	Identify the Standby power for smoke control systems in accordance with Section 909.11 of NYS Building Code.	See Attached	See Attached

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
47	Plumbing Fixture Count	2902.1	N/A	Identify on the Building Plan(s): the minimum plumbing facilities as per applicable plumbing code(s).	See Attached	2 Sinks, 2 Toilets - See Attached
48	Available Street Water Pressure		N/A	Provide the available street or well water pressure.	N/A	55PSI
49	Fire Apparatus Access Road	FC503.1	N/A	Identify on the Site Plan: Fire Apparatus Road, Fire Lane and other Fire Service requirements per applicable Building and Fire Codes.	See Attached	See Attached

Appendix

B-2

RO Application
DOH-5138
Medical Marihuana

Amherst Architectural Details

Appendix B has been broken up into five sub sections for convenience and ease of accessibility for physical copies. Appendix B1-5 is broken down by real estate locations as follows:

1. **Appendix "B-1" Fairport Dispensary Architectural Plan**
2. **Appendix "B-2" Amherst Dispensary Architectural Plan**
3. **Appendix "B-3" Syracuse Dispensary Architectural Plan**
4. **Appendix "B-4" Rome Dispensary Architectural Plan**
5. **Appendix "B-5" Tonawanda Production Facility Architectural Plan**

"1004.6 b (11) evaluation of the applicant's proposed operating plan and suitability of the proposed manufacturing and dispensing facilities, including but not limited to the suitability of the location and architectural and engineering design of the proposed facilities. Department approval of the applicant's operating plan and architectural and engineering design of the proposed facilities shall be required for issuance of a registration."

LabCare has four dispensaries and one production facility located throughout NYS. Each facility has its own site plans, sketches, and full descriptions to fully comply with the following NYS DOH regulations:

"1004.6 B (11) architectural program and sketches of the applicant's proposed manufacturing and dispensing facility(ies) including the following:

(i) site plans;

(ii) schematic architectural and engineering design drawings and single line sketches in an appropriate scale showing the relationship of various buildings to each other, room configurations, major exit corridors, exit stair locations, and circulation along with existing buildings if additions or alterations are part of the project;

(iii)outline specifications for the type of construction proposed including a description of energy sources, type and location of engineering systems proposed for heating, cooling, ventilation and electrical distribution, water supply and sewage;"

In addition, LabCare and its representatives agree not to make any substantial alterations to the structure or architectural design of any building proposed, with the written approval of the DOH to remain complain with NYS DOH regulation:

"1004.10 8 (4) make substantial alterations to the structure or architectural design of a manufacturing or dispensing facility without prior written approval of the department"

This section is meant to coincide and act as support documentation for the Appendix B form provided by the DOH. In all cases we broke images down into smaller building plan layouts and site plans so they could be more visible read on an 8.5x11 sheet of paper, so it could be inserted and viewed properly as a combined pdf file.

LabCare's Erie County Amherst Dispensary Facility Architectural Plan

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

Part I LabCare's Amherst Dispensary Construction Timeline

Below is the construction timeline for our Amherst dispensary. The entire site can be repaired to fully functional operation less than six weeks. This includes scheduling of security staff between each dispensary, outdoor signage, and all required repairs.

Amherst Dispensary Facility Project Schedule

LabCare, Inc.

Project Lead:	Michael Chamberlain
Project Start Date:	License Issuance Date
Display Week:	1

WBS	Task Description	Lead Agent	Company	Calendar Days To Process Task	Equipment Lead Time	Week 1							Week 2							Week 3							Week 4							Week 5							Week 6						
						M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S

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

Part II – Site Plan (Public Parking Spaces, Staff Parking Spaces, Accessible Parking Spaces)

"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."

There are 174 total parking spots in the plaza, with 109 spots within the immediate parking lot of the Amherst Facility. Five parking spaces are for staff, thirteen spaces are for patient parking, and 91 are public parking surrounding the building. The dimensions and locations are listed below.

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

Part II – Percentage Of Green Space

"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."

There is a total of 54.5% green space at the Amherst Facility with 12% being the local town zoning ordinance requirement. The dimensions and locations are listed below.

ZONING ORDINANCE REQUIRED	PROVIDED
ZONED GB	
SITE AREA: 3.777 ACRES	
BUILDING SETBACKS -	EXISTING/FUTURE
FRONT - 60'	60.88'/70.77'
SIDE - 25'	227.88'/79.35'
REAR - 25'	73.84'/209.75'
PARKING SETBACKS -	
FRONT - 10'	10.98'
SIDE - 5'	34.50'
REAR - N/A	-
LANDSCAPE AREA -	
TOTAL SITE (12% REQ'D)	54.5%
INTERIOR PARKING (5% REQ')	7.3%
PARKING REQUIREMENTS -	
55 CROSSPOINT = 156 REQUIRED	109 - 3 (PATIO)
35 CROSSPOINT = 18 REQUIRED (2,587.5 nsf / 150 sf)	18
TOTAL REQUIRED = 174	TOTAL PROVIDED = 122 (INCLUDES 8HC) = 52 CARPARK DEFICIT

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

KEY	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	QTY
7	MALUS PRAIRIEFIRE	PRAIRIEFIRE CRABAPPLE	2 1/2"	B/B	1
8	MALUS PINK SPIRE	PINK SPIRE CRABAPPLE	2 1/2"	B/B	2
9	EUONYMUS ALATUS COMPACTA	DWARF BURNING BUSH	30-36"	B/B	14
13	BUXUS GREEN VELVET	GREEN VELVET BOXWOOD	15-18"	B/B	53
24	JUNIPERUS CHINENSIS HETZI	UPRIGHT HETZI JUNIPER	4'	B/B	14

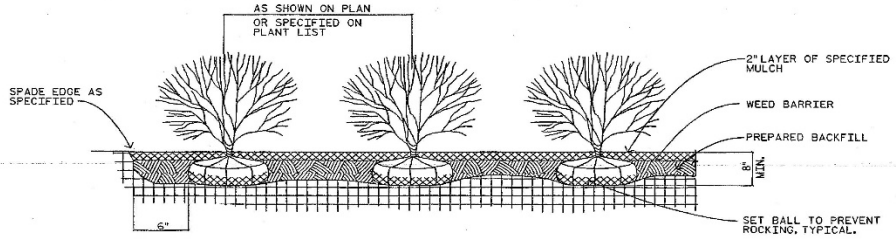
GENERAL LANDSCAPING NOTES :

1. ALL PLANTING BED AREAS TO BE BACKFILLED WITH AT LEAST 18" OF SCREENED ORGANIC NON-SHREDDED TOPSOIL AND SPADE EDGED.

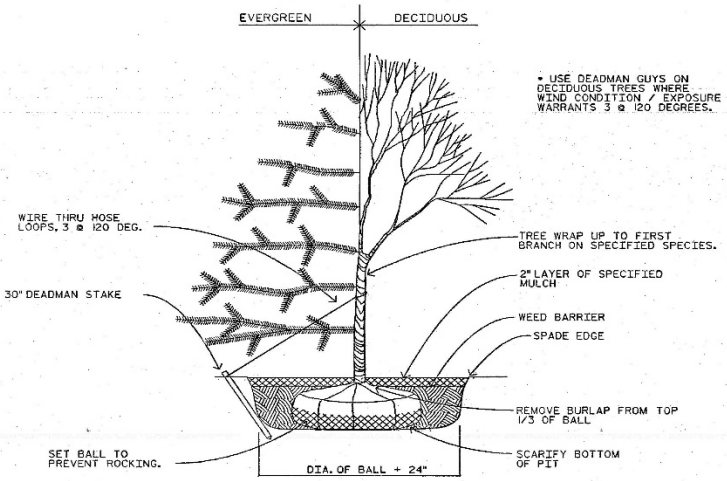
2. ALL PLANTINGS TO BE MULCHED WITH 2" DOUBLE-SHREDDED HARDWOOD BARK MULCH, INSTALL WEED BARRIER FABRIC UNDER ALL MULCHED AREAS.

3. OWNER AND CONTRACTOR SHALL TAKE ALL REASONABLE MEASURES TO PROTECT EXISTING TREES WHICH ARE TO BE PRESERVED FROM ALL POSSIBLE TYPES OF ROOT, TRUNK AND LIMB DAMAGE; INCLUDING BUT NOT LIMITED TO, RETAINING WALLS WHICH PREVENT FILLING ON TOP OF ROOTS.

4. ALL DUMPSTERS, TRASH CONTAINERS, MECHANICAL EQUIPMENT, UTILITY STRUCTURES, MULTIPLE METER BOARDS, GENERATORS, RPZ'S AND SIMILAR APPURTANANCES, INCLUDING THOSE WHICH ARE MOUNTED ON ANY PART OF A PRIMARY STRUCTURE SHALL BE APPROPRIATELY SCREENED WITH PLANTINGS. REFER TO ENGINEERING DRAWINGS FOR EQUIPMENT LOCATIONS, AND SCREEN ON ALL SIDES WITH PLANT No. 24.



SHRUB PLANTING DETAIL
N.T.S.



TREE PLANTING DETAIL
N.T.S.

35 & 55 CROSSPOINT PARKWAY
CROSSPOINT BUSINESS PARK
AMHERST, NEW YORK

LANDSCAPE PLAN

UNILAND DEVELOPMENT COMPANY
University Corporate Center · 100 Corporate Pkwy · Amherst, N.Y. 14226
716-834-5000

STATE OF NEW YORK
LORELL B. DEPEW
No. 080185
LICENSED PROFESSIONAL ENGINEER

APPROVED
SEP 13 2005
TOWN OF AMHERST
BUILDING DEPT.

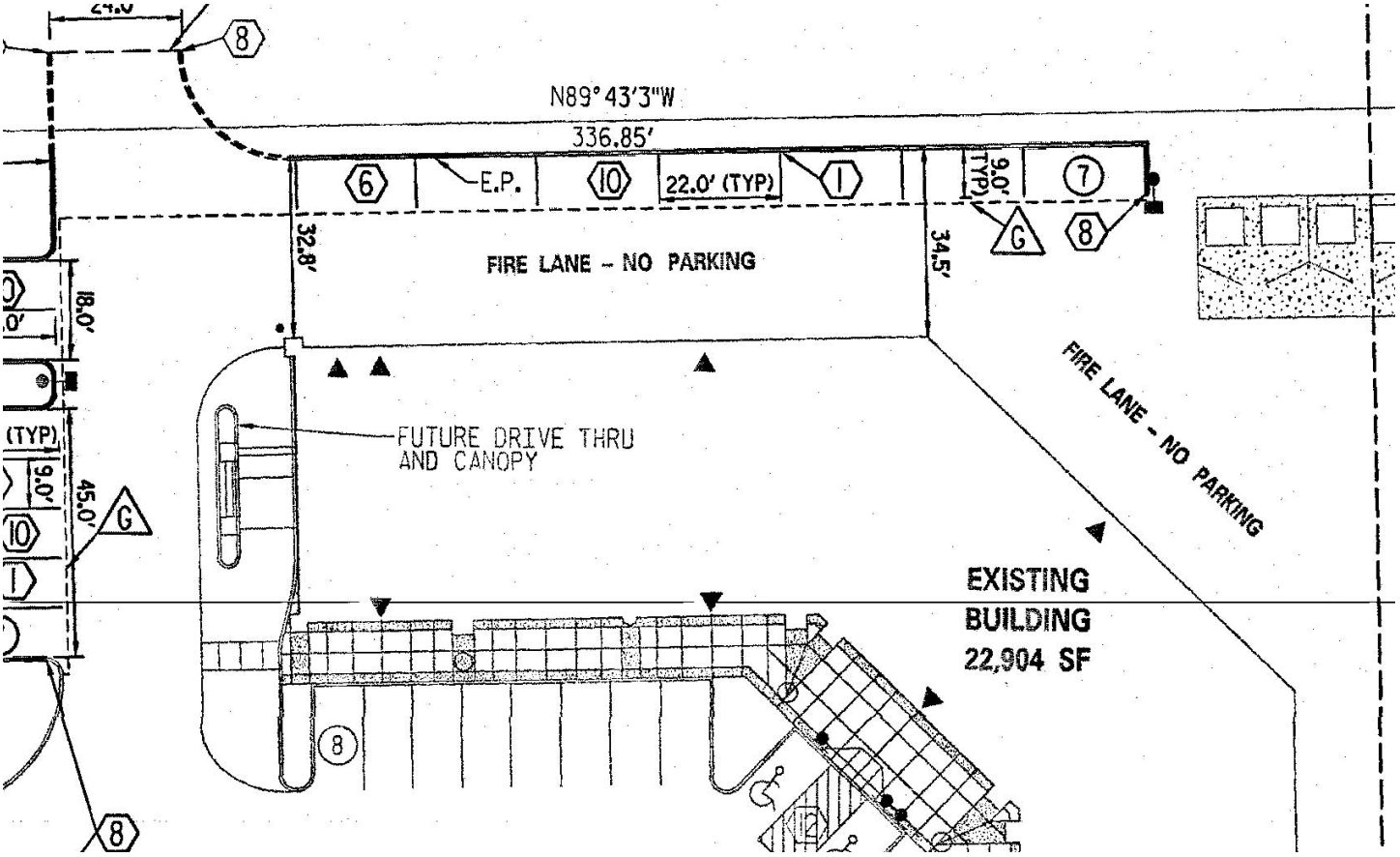
C&S Engineers, Inc.
90 Broadway
Buffalo, New York 14203

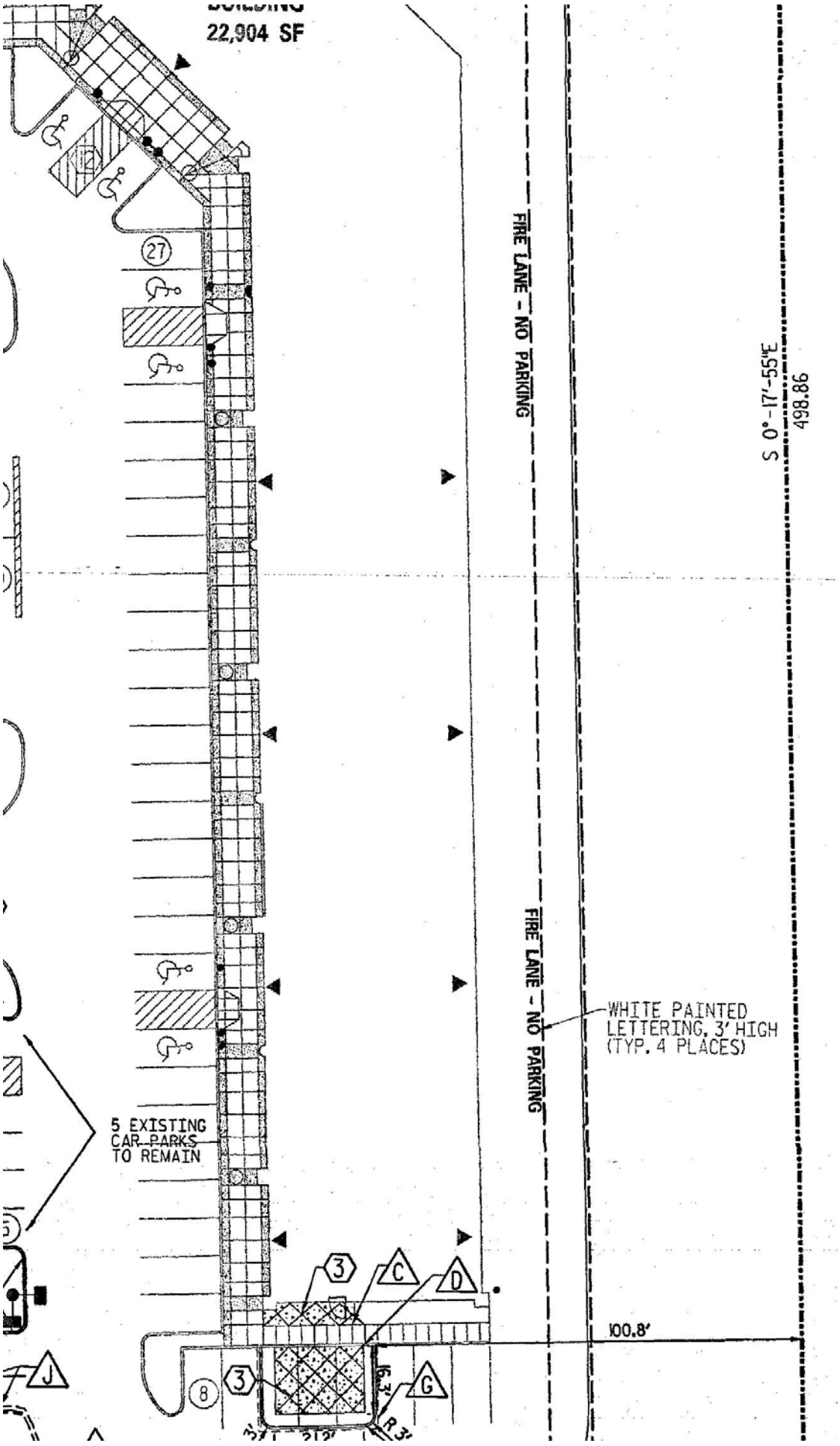
Part II – Fire Lane and/or Fire Apparatus Road

"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."

There is a one fire hydrant shown on the map, along with the fire lane as required by the town ordinance. The fire lane has been highlighted in red for easier viewing, however the street curves slightly around the highlighted zone. The dimensions are listed along the side of the street and locations are listed below and zoomed in for easy visibility.

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


N89°43'3"W
336.85'
E.P.
22.0' (TYP)
9.0' (TYP)
FIRE LANE - NO PARKING
32.8'
34.5'
18.0'
(TYP)
9.0'
45.0'
FUTURE DRIVE THRU
AND CANOPY
FIRE LANE - NO PARKING
EXISTING
BUILDING
22,904 SF


22,904 SF
FIRE LANE - NO PARKING
FIRE LANE - NO PARKING
S 0°-17'-55"E
498.86'
WHITE PAINTED
LETTERING, 3' HIGH
(TYP. 4 PLACES)
5 EXISTING
CAR PARKS
TO REMAIN
100.8'
27
12
3
C
D
J
8
3
G

Part II – Loading And Unloading

"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."

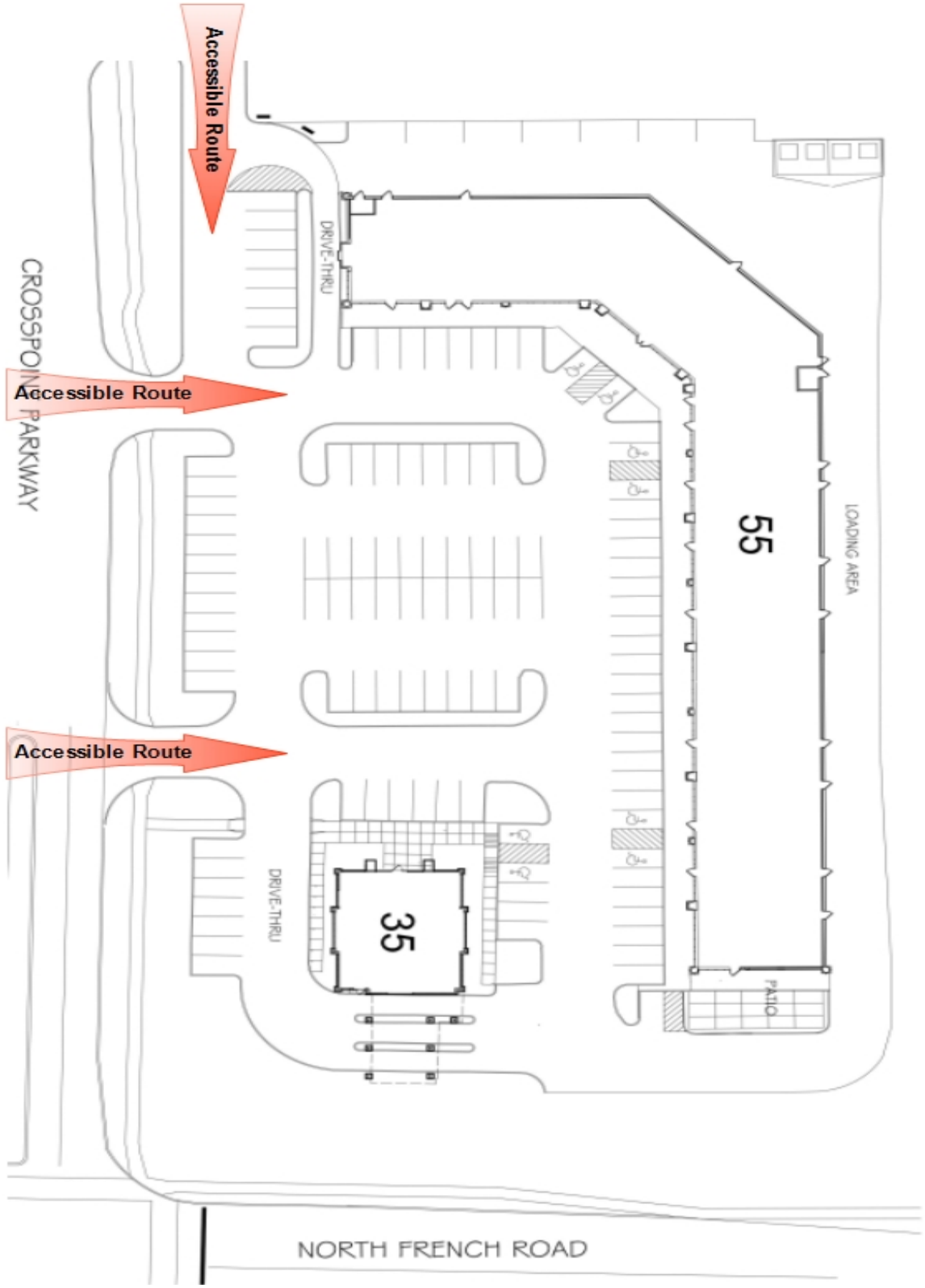
Our Amherst dispensary is located in a standalone section of the strip plaza without its own direct loading and unloading zone. It does share a community truck entrance path for the plaza. Deliveries at the dispensary will be done by entry through the 'rear' facility door located on the back left side of the building near the staff parking. The section marked in light blue indicates the loading and unloading zones for this site. The dimensions and locations are listed below.

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

Part II – Accessible Routes

"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."

[redacted]



Part II – Entrances And Exits

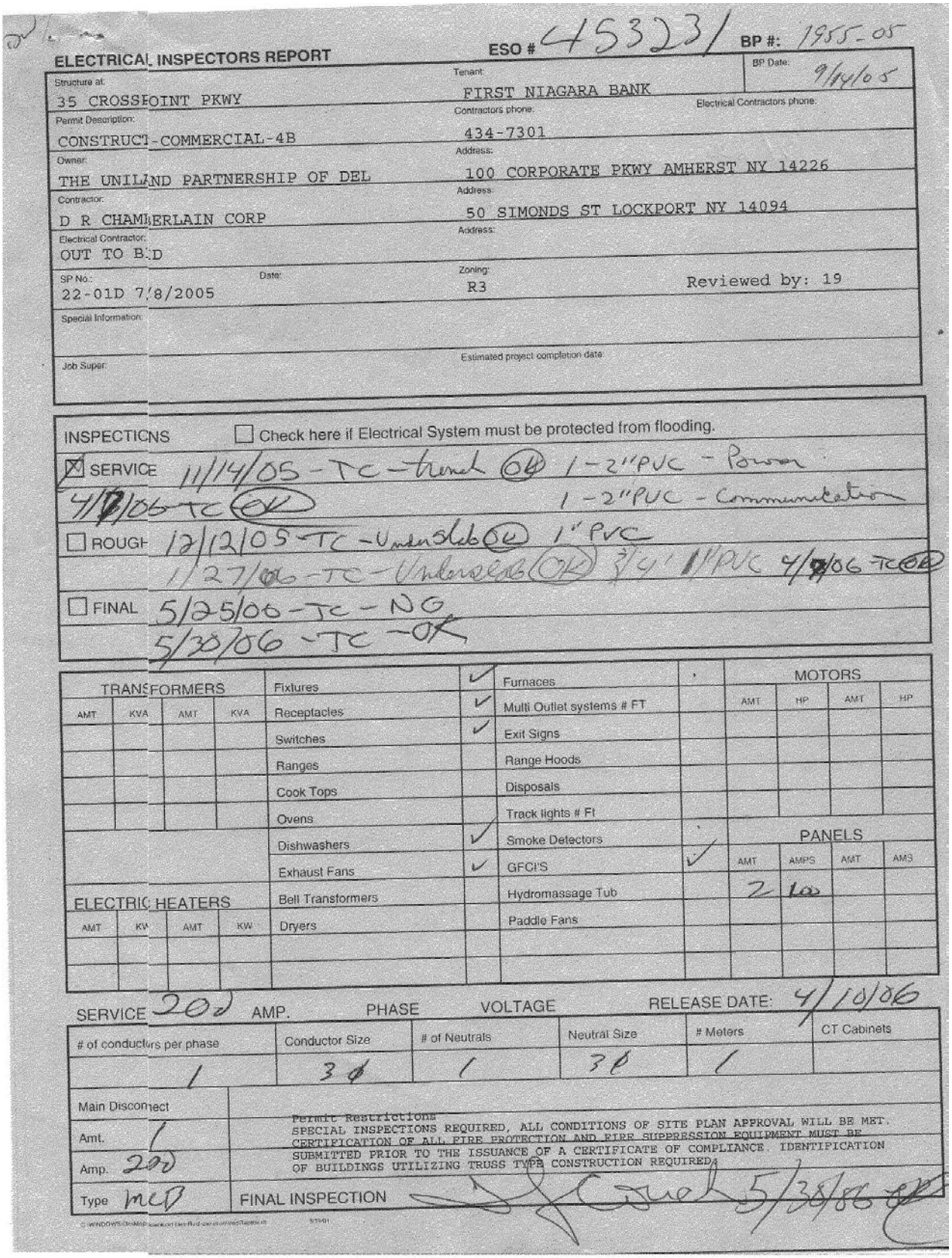
"Applicant shall provide the appropriate details for each of the following by identifying the location and dimension on the Site Plan attached to the application for each building location."

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

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

Part III – Energy & Engineering

Each section of Part III for our Amherst dispensary is filled out on the included Appendix B form, however ancillary support documents are included here.



ELECTRICAL INSPECTORS REPORT

ESO # 453231 BP #: 1955-05

Structure at: 35 CROSSPOINT PKWY
Tenant: FIRST NIAGARA BANK
BP Date: 9/14/05
Permit Description: CONSTRUCT-COMMERCIAL-4B
Contractors phone: 434-7301
Electrical Contractors phone:
Owner: THE UNILAND PARTNERSHIP OF DEL
Address: 100 CORPORATE PKWY AMHERST NY 14226
Contractor: D R CHAMBERLAIN CORP
Address: 50 SIMONDS ST LOCKPORT NY 14094
Electrical Contractor: OUT TO BID
Address:
SP No.: 22-01D
Date: 7/8/2005
Zoning: R3
Reviewed by: 19
Special Information:
Job Super:
Estimated project completion date:

INSPECTIONS ☐ Check here if Electrical System must be protected from flooding.

☒ SERVICE 11/14/05 - TC - trench OK 1-2"PVC - Power
1-2"PVC - Communication
4/[illegible]/06 TC OK

☐ ROUGH 12/12/05 - TC - Underslab OK 1" PVC
1/27/06 - TC - Underslab OK 3/4" PVC 4/[illegible]/06 TC OK

☐ FINAL 5/25/06 - TC - NG
5/30/06 - TC - OK

TRANSFORMERS AMT	KVA	AMT	KVA

ELECTRIC HEATERS AMT	KW	AMT	KW

Fixtures	✓	Furnaces	
Receptacles	✓	Multi Outlet systems # FT	
Switches	✓	Exit Signs	
Ranges		Range Hoods	
Cook Tops		Disposals	
Ovens		Track lights # Ft	
Dishwashers	✓	Smoke Detectors	✓
Exhaust Fans	✓	GFCI'S	
Bell Transformers		Hydromassage Tub	
Dryers		Paddle Fans	

MOTORS AMT	HP	AMT	HP

PANELS AMT	AMPS	AMT	AMPS
2	100		

SERVICE 200 AMP. PHASE VOLTAGE RELEASE DATE: 4/10/06

# of conductors per phase	Conductor Size	# of Neutrals	Neutral Size	# Meters	CT Cabinets
1	3/0	1	3/0	1	

Main Disconnect
Amt. 1
Amp. 200
Type MCB

Permit Restrictions
SPECIAL INSPECTIONS REQUIRED, ALL CONDITIONS OF SITE PLAN APPROVAL WILL BE MET. CERTIFICATION OF ALL FIRE PROTECTION AND FIRE SUPPRESSION EQUIPMENT MUST BE SUBMITTED PRIOR TO THE ISSUANCE OF A CERTIFICATE OF COMPLIANCE. IDENTIFICATION OF BUILDINGS UTILIZING TRUSS TYPE CONSTRUCTION REQUIRED.

FINAL INSPECTION 5/30/06

Select Project Type And Work Involved

"Check all that apply"

This facility will not require any major construction changes. All changes to the building constitute minor 'repairs' to change for our specific use. The occupancy type does not change as well. All changes fall under 2010 NYS building code:

"402.1 Scope. Repairs, as defined in Chapter 2, include the patching or restoration or replacement of damaged materials, elements, equipment or fixtures for the purpose of maintaining such components in good or sound condition with respect to existing loads or performance requirements."

Code Compliance Review

"Applicant shall provide all applicable information in regards to the code topic and section below."

On the main Appendix B form as supplied by the NYS DOH is our Amherst Facility actual values and required code vales. However, in many instances a requirement for laying out the associated section on a site plan is required. In order to clearly comply with this requirement we have included this ancillary section to properly organize all of the required layouts.

#1: Use & Occupancy Classification NYS Building Code 302.1-312

"Use & occupancy of this facility. Identify all applicable materials, class, and quantities regarding Table 307.1"

Our Amherst dispensing facility is listed under 304.1 Business Group B due to its previous status as a bank. Our current use will not change the classification, and it will remain Group B as a dispensary as the best related category in the building code related to 'professional services' such as a dentist. Below is a copy of the certificate of occupancy.

"304.1 Business Group B. Business Group B occupancy includes, among others, the use of a building or structure, or a portion thereof, for office, professional or service-type transactions, including storage of records and accounts. Business occupancies shall include, but not be limited to, the following: banks, professional services (architects, attorneys, dentists, physicians, engineers, etc.)"

Town of Amherst
Certificate of Occupancy

Date June 9. 2006

No.: 31423

BP No.: 1955-05

Issued: 9/14/05

This Certifies that the building located at and known as

35 CROSSPOINTE PARKWAY

S.B.L. 20.00-1-62.121 Sub Lot No. Pt. Fl 59, Map Cover No. ---

Twp. 12, R 7

and used as 2.439 ft^2 one story, single-tenant commercial building, B (Business – Bank)

(KIND OF OCCUPANCY)

Occupancy Classification, Type VB Construction Classification

FIRST NIAGARA BANK

has been inspected and the use thereof conforms to the Town of Amherst Zoning Ordinance, the New York State Uniform Fire Prevention and Building Code and other applicable laws as of this date and is hereby:

☐ Approved

☒ Approved subject to submittal of an approvable final survey and elevation certificate by June 19, 2006. Completion of all site work in accordance with the approved site plan no later than June 30, 2006.

Any alteration or change of the property or change in the use voids this certificate and a new certificate will be required.

Thomas C. Fletcher
COMMISSIONER OF BUILDING

This document is official only when embossed with the seal of the Building Department

#2, #3, #4: Use & Occupancy Classification NYS Building Code 302.1-312

Our Amherst dispensing facility will not have any combustible storage, hazardous materials, and thus require no hazardous material storage areas. This is complaint with local and state laws regarding this facility.

		NR	Req'd	Prov	Exist
N. Application of Flammable Liquids Extinguishing	[B] 416 Pg. 70 [F] Chap. 15 Pg. 143	X			
O. Explosion Control	[F] 911 Pg. 84 [M] 310 Pg. 22	X			
P. Emergency Alarms Group H	[B] 908 Pg. 186	X			
Q. Hazardous Exhaust Systems	[M] 510 Pg. 39	X			
R. Dust Stock & Refuse Conveying Systems	[M] 511 Pg. 40	X			
10. Locks and Latches (Panic Hdw)	[F] 1003.3.1.8, 1003.3.1.9, Pg. 99 [B] 1003.3.1.9 Pg. 213	X			
11. Emergency Power	[F] 604 Pg. 35 [B] 2702 Pg. 611 [B] 1003.2.11.2 Pg. 204	X			
12. Emergency Lighting	[B] 1003.2.11 Pg. 204 [F] 604 Pg. 35, 1003.2.11 Pg. 92 (2 exits)		X	X	
A. Exit Lights	[F]1003.2.10 Pg. 91 [B] 411.7 Pg. 50 [B] 1003.2.10 Pg. 203 * (1 exit emergency lights not required)		X	X	
13. Area of Refuge	[B] 1003.2.13.5 Pg. 207	X			
14. Manual Gas Shut off	[FG] 409 Pg. 53	X			
15. Smoke Proof Enclosure	[B] 1005.3.2.5 Pg. 225, [B] 405.8.2 Pg 39	X			
16. Knox Boxes	[F] 506 pg. 30	X			
17. Fire Apparatus Access Road	[F] 503.3 Pg. 29	X			
18. Fire Dept Access to Equip	[F] 510 Pg. 32	X			
19. Elevators (Recall, Size, Etc.)	[F] 607 Pg. 39 [B] Chap. 30 Pg. 621	X			

SIGNAGE:

		REQ'D	NR
1) No Smoking	[F] 310.3 Pg. 20,2208 8.1.2.6, 2305.3, 2703.7.1, 3404.2.3.1		X
2) Evacuation Plan	[F] 404 Pg. 23, 404.6 Pg. 24, 408.9		X
3) Firelane, Fire Access Roads	[F] 503.3 Pg. 30		X
4) Stairway Access to Roof	[F] 504.2 Pg. 30		X
5) Address	[F] 505 Pg. 30	X	
6) Street Sign	[F] 505.2 Pg. 30		X
7) Shaftway Markings	[F] 507.2 Pg. 31		X
8) LPG Warning	[F] 507.5 Pg. 31		X
9) Fire Dept. Access to Equipment	[F] 510 Pg. 32 F.X.	X	
10) Industrial Oil Burning Equipment	[F] 603.1.6.1 Pg. 34		X
11) Electrical Rooms	[F] 605.3.1 Pg. 37		X
12) Refrigerant Emergency	[F] 606.7 Pg. 38		X
13) Refrigerant Control Box	[F] 606.9.3.4 Pg. 38		X
14) Elevator Warning Sign	[F] 607.2 Pg. 39		X
15) Fire Doors	[F] 703.2.1 Pg. 43		X
16) Warning Fire Exiting System	[F] 904.3.4 Pg. 59		X
17) Standpipe Cabinet	[F] 905.7.1 Pg. 63 [B] 905.7.1 Pg. 177		X
18) F.A. Manual Pull	[F] 907.4.4 Pg. 72	X	
19) Fire Dept. Connections	[F] 912.4 Pg. 85		X
20) Occupant Load	[F] 1003.2.2.4 Pg. 89 [B] 1003.2.2.5 Pg. 201		X
21) Area of Refuge	[F] 1003.2.13.5.5 Pg. 94		X
22) Locks and Latches	[F] 1003.3.1.8 (2) Pg. 98		X
23) Delayed Egress Locks	[F] 1003.3.1.8.2 Pg. 98		X
24) Stairway Floor Numbers	[F] 1005.3.2.4 Pg. 108 [B] 1005.3.2.4 Pg. 225		X
25) Welding	[F] 1503.2.7 Pg. 144		X
26) Electrostatic	[F] 1506.9 Pg. 151		X
27) Live Load	[B] 1603.3 Pg. 285		X
28) Warning Fruit Ripening	[F] 1607 Pg. 153		X
29) Warning Fumigation	[F] 1703.3.1 Pg. 155		X
30) Service Station Pumps	[F] 2205.6 Pg. 177		X
31) Marine Service Station	[F] 2209.5.7 Pg. 184		X
32) Haz. Mat.	[F] 2703.5, 2703.6, Pg. 219		X
33) Haz. Mat.	[F] 2703.8.7.2 Pg. 221		X
34) Haz. Mat.	[F] 2703.11.3 10 Pg. 224		X
35) Cryogenic Fluids	[F] 3203.4.1 Pg. 244		X
36) Flam. And Comb. Liquids	[F] 3403.5 Pg. 258		X
37) Flam. And Comb. Liquid Tanks	[F] 3404.2.3 Pg. 262		X
38) Well Drilling	[F] 3406 Pg. 288		X

NA: Not applicable NR: Not required NS: Not shown on drawings SOD. Shown on drawings

\\Amherstinfo\building\FORMS\FIREDIV\FireProtectionEquipReview2004.rtf08/08/05

#5: Building Area And Height NYS Building Code 501-507

"Provide the building area & height. Provide all calculations and cite applicable code sections for increased Building Area & Heights allowed per building code"

This facility will not have any modifications to the building height or area. It will be internal repairs only. The building area is 2,870 square feet with a height of 21'4" as pictured below. . It is Type 5B with an automatic sprinkler system. The base increasable size is 9,000 square with 300% for the sprinkler (27,000 total increased potential). However, there is not enough practical room to expand to this size, and the formula is tabular, plus perimeter, plus sprinkler. The stories increase to two for height as well.

TABLE 503 ALLOWABLE HEIGHT AND BUILDING AREAS[a]

Height limitations shown as stories and feet above grade plane. Area limitations as determined by the definition of 'Area, building,' per story

		TYPE OF CONSTRUCTION								
		TYPE I		TYPE II		TYPE III		TYPE IV	TYPE V	
		A	B	A	B	A	B	HT	A	B
GROUP	HGT(feet) HGT(S)	UL	160	65	55	65	55	65	50	40
A-1	S	UL	5	3	2	3	2	3	2	1
	A	UL	UL	15,500	8,500	14,000	8,500	15,000	11,500	5,500
A-2	S	UL	11	3	2	3	2	3	2	1
	A	UL	UL	15,500	9,500	14,000	9,500	15,000	11,500	6,000
A-3	S	UL	11	3	2	3	2	3	2	1
	A	UL	UL	15,500	9,500	14,000	9,500	15,000	11,500	6,000
A-4	S	UL	11	3	2	3	2	3	2	1
	A	UL	UL	15,500	9,500	14,000	9,500	15,000	11,500	6,000
A-5	S	UL	UL	UL	UL	UL	UL	UL	UL	UL
	A	UL	UL	UL	UL	UL	UL	UL	UL	UL
B	S	UL	11	5	4	5	4	5	3	2
	A	UL	UL	37,500	23,000	28,500	19,000	36,000	18,000	9,000

504.2 Automatic sprinkler system increase. Where a building is equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1, the value specified in Table 503 for maximum height is increased by 20 feet (6096 mm) and the maximum number of stories is increased by one. These increases are permitted in addition to the area increase in accordance with Sections 506.2 and 506.3. For Group R buildings equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.2, the value specified in Table 503 for maximum height is increased by 20 feet (6096 mm) and the maximum number of stories is increased by one, but shall not exceed 60 feet (18 288 mm) or four stories, respectively.

506.2 Frontage increase. Every building shall adjoin or have access to a public way to receive an area increase for frontage. Where a building has more than 25 percent of its perimeter on a public way or open space having a minimum width of 20 feet (6096 mm), the frontage increase shall be determined in accordance with the following:

$$If = [\ F/P - 0.25\ ](W/30) \quad \text{(Equation 5-2)}$$

where:
If = Area increase due to frontage.
F = Building perimeter that fronts on a public way or open space having 20 feet (6096 mm) open

minimum width (feet).

P = Perimeter of entire building (feet).

W = Width of public way or open space (feet) in accordance with Section 506.2.1.

506.3 Automatic sprinkler system increase. Where a building is equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1, the area limitation in Table 503 is permitted to be increased by an additional 200 percent (Is = 2) for buildings with more than one story above grade plane and an additional 300 percent (Is = 3) for buildings with no more than one story above grade plane. These increases are permitted in addition to the height and story increases in accordance with Section 504.2.

506.4 Area determination. The maximum area of a building with more than one story above grade plane shall be determined by multiplying the allowable area of the first story (Aa), as determined in Section 506.1, by the number of stories above grade plane as listed below:

1. For buildings with two stories above grade plane, multiply by 2;
2. For buildings with three or more stories above grade plane, multiply by 3; and
3. No story shall exceed the allowable area per story (Aa), as determined in Section 506.1, for the occupancies on that story.

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

#6: Incidental Use Areas NYS Building Code 508.2

"Identify all Incidental Use Areas and required fire separation of occupancies on Building Plans."

This facility has no incidental use areas that require fire separation

TABLE 508.2 INCIDENTAL USE AREAS

ROOM OR AREA	SEPARATION AND/OR PROTECTION
Furnace room where any piece of equipment is over 400,000 Btu per hour input	1 hour or provide automatic fire-extinguishing system
Rooms with boilers where the largest piece of equipment is over 15 psi and 10 horsepower	1 hour or provide automatic fire-extinguishing system
Refrigerant machinery rooms	1 hour or provide automatic sprinkler system
Parking garage (Section 406.2)	2 hours; or 1 hour and provide automatic fire-extinguishing system
Hydrogen cut-off rooms, not classified as Group H	1-hour in Group B, F, M, S and U occupancies. 2-hour in Group A, E, I and R occupancies.
Incinerator rooms	2 hours and automatic sprinkler system
Paint shops, not classified as Group H, located in occupancies other than Group F	2 hours; or 1 hour and provide automatic fire-extinguishing system
Laboratories and vocational shops, not classified as Group H, located in Group E or I-2 occupancies	1 hour or provide automatic fire-extinguishing system
Laundry rooms over 100 square feet	1 hour or provide automatic fire-extinguishing system
Storage rooms over 100 square feet[b]	1 hour or provide automatic fire-extinguishing system
Group I-3 cells equipped with padded surfaces	1 hour
Group I-2 waste and linen collection rooms	1 hour
Waste and linen collection rooms over 100 square feet	1 hour or provide automatic fire-extinguishing system
Stationary storage battery systems having a liquid capacity of more than 100 gallons used for facility standby power, emergency power or uninterrupted power supplies	1-hour in Group B, F, M, S and U occupancies. 2-hour in Group A, E, I and R occupancies.

#9: Separated Uses NYS Building Code 508.3

"Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s)."

This facility is standalone and does not require separated use.

TABLE 508.3.3 REQUIRED SEPARATION OF OCCUPANCIES (HOURS)

	A[e], E[e]		I		R[d]		B[b]		F-2, S-2[c,d],U[d]		M[b]		F-1, S-1		H-1		H-2		H-3, H-4, H-5	
OCCUPANCY	S	NS	S	NS	S	NS	S	NS	S	NS	S	NS	S	NS	S	NS	S	NS	S	NS
A[e], E[e]	N	N	1	2	1	2	1	2	N	1	1	2	1	2	NP	NP	3	4	2	3[a]
I	-	-	N	N	1	NP	1	2	1	2	1	2	1	2	NP	NP	3	NP	2	NP
R[d]	-	-	-	-	N	N	1	2	1	2	1	2	1	2	NP	NP	3	NP	2	NP
B[b]	-	-	-	-	-	-	N	N	1	2	1	2	1	2	NP	NP	2	3	1	2[a]
F-2, S-2[c,d], U[d]	-	-	-	-	-	-	-	-	N	N	1	2	1	2	NP	NP	3	4	2	3[a]
M[b]	-	-	-	-	-	-	-	-	-	-	N	N	1	2	NP	NP	2	3	1	2[a]
F-1, S-1	-	-	-	-	-	-	-	-	-	-	-	-	N	N	NP	NP	2	3	1	2[a]
H-1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N	NP	NP	NP	NP	NP
H-2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N	NP	1	NP
H-3, H-4, H-5	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N	NP

#10: Construction Classification NYS Building Code 602

"Provide construction classification per each building included in the Application."

Our Amherst dispensary is classified as "Type 5B Wood Frame" according to building code 602 as shown below:

"602.5 Type V. Type V construction is that type of construction in which the structural elements, exterior walls and interior walls are of any materials permitted by this code."

#11: Fire Resistance Rating For Building Elements NYS Building Table 601

"Provide Fire Resistance Rating per each building element as per Table 601. Identify rating & elements on Building Plans"

Our Amherst dispensary is classified as "Type 5B Wood Frame" according to building code 602, and according to Table 601 requires 0 hours for the fire resistant rating requirements, and thus is not applicable and not required to be show on building plans.

TABLE 601 FIRE-RESISTANCE RATING REQUIREMENTS FOR BUILDING ELEMENTS (hours)

BUILDING ELEMENT	TYPE I		TYPE II		TYPE III		TYPE IV	TYPE V	
	A	B	A[e]	B	A[e]	B	HT	A[e]	B
Structural frame[a]	3[b]	2[b]	1	0	1	0	HT	1	0
Bearing walls									
Exterior[g]	3	2	1	0	2	2	2	1	0
Interior	3[b]	2[b]	1	0	1	0	1/HT	1	0
Nonbearing walls and partitions Exterior	See Table 602								
Nonbearing walls and partitions Interior[f]	0	0	0	0	0	0	See Section 602.4.6	0	0
Floor construction Including supporting beams and joists	2	2	1	0	1	0	HT	1	0
Roof construction Including supporting beams and joists	$1^1/_2$[c]	1[c, d]	1[c, d]	0[d]	1[c, d]	0[c, d]	HT	1[c, d]	0

#12 & #13: Exterior Wall Fire Resistance Rating/Separation Table 602

"Identify required fire resistance rating of exterior walls on Building Plan. Identify fire separation distance of exterior walls between builds on Plan."

Below is table 602 from the NYS 2010 construction code. Our Amherst facility is type 5B with occupancy group B. However, both interior and exterior walls are rated as zero hours.

SECTION 602 CONSTRUCTION CLASSIFICATION

TABLE 602 FIRE-RESISTANCE RATING REQUIREMENTS FOR EXTERIOR WALLS BASED ON FIRE SEPARATION DISTANCE[a, e]

FIRE SEPARATION DISTANCE = X (feet)	TYPE OF CONSTRUCTION	OCCUPANCY GROUP H	OCCUPANCY GROUP F-1, M, S-1	OCCUPANCY GROUP A, B, E, F-2, I, R, S-2, U[b]
X<5[c]	All	3	2	1
5£X<10	IA	3	2	1
	Others	2	1	1
10£X<30	IA, IB	2	1	1[d]
	IIB, VB	1	0	0
	Others	1	1	1[d]
X³30	All	0	0	0

The required fire resistance rating and fire separation distance is 0, and therefore is not required to be shown on the plan. However, the building is 30' feet from the nearest nearby building, and we created a quick diagram for good measure.

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

#14, #15: Fire Walls And Fire Barriers

"Provide code information and identify all applicable required Fire Walls and fire resistance requires on Building Plans. Provide code information and identify all applicable required Fire Barriers and fire resistance requires on Building Plans.""

Our Amherst facility is a standalone facility that does not require fire walls to comply with 70 or 706 of NYS building code of building separation requirements. Therefore, there are neither fire walls nor fire barriers in the facility, and thus are not shown on Plans.

"705.1 General. Each portion of a building separated by one or more fire walls that comply with the provisions of this section shall be considered a separate building. The extent and location of such fire walls shall provide a complete separation. Where a fire wall also separates occupancies that are required to be separated by a fire barrier wall, the most restrictive requirements of each separation shall apply."

TABLE 706.3.9 FIRE-RESISTANCE RATING REQUIREMENTS FOR FIRE BARRIER ASSEMBLIES BETWEEN FIRE AREAS

OCCUPANCY GROUP	FIRE-RESISTANCE RATING (hours)
H-1, H-2	4
F-1, H-3, S-1	3
A, B, E, F-2, H-4, H-5, I, M, R, S-2	2
U	1

#16, #17, #18: Shaft Enclosures, Fire Partitions, Horizontal Assemblies NYS Code 707,708, 711

"Provide code information and identify all applicable required Shaft Wall(s) and fire resistance requirement on Building Plans. Provide code information and identify all applicable required Fire Partition(s) and fire resistance requirement on Building Plans. Provide code information and identify all applicable required Horizontal Assemblies and fire resistance requirement on Building Plans."

Our Amherst facility does not require vertical shafts and so section 707 is not applicable.

"707.1 General. The provisions of this section shall apply to vertical shafts where such shafts are required to protect openings and penetrations through floor/ceiling and roof/ceiling assemblies. Shaft enclosures shall be constructed as fire barriers in accordance with Section 706 or horizontal assemblies in accordance with Section 711, or both."

Our Amherst dispensary does not require fire partitions and so section 708 is not applicable.

"708.1 General. The following wall assemblies shall comply with this section: Walls separating dwelling units in the same building. Walls separating sleeping units in occupancies in Group R-1 hotel, R-2 and I-1 occupancies. Walls separating tenant spaces in covered mall buildings as required by Section 402.7.2. Corridor walls as required by Section 1017.1. Elevator lobby separation as required by Section 707.14.1. or residential aircraft hangars."

Our Amherst dispensary does not require horizontal assemblies and so section 711 is not applicable.

"711.1 General. Floor and roof assemblies required to have a fire-resistance rating shall comply with this section."

#19: Fire Protection: Sprinkler System NYS Building Code 2902.1

"Indicate Type Of Sprinkler System and provide code information of all applicable requirements for Automatic Sprinkler Systems with code section cited"

Below is the commercial fire dwelling review sheet that covers the N/A status of the sprinkler system, along with the cited code section to fully comply with #19 of the building code requirement.

COMMERCIAL & MULTIPLE DWELLING
FIRE PROTECTION EQUIPMENT REVIEW

Owner: FIRST NIAGARA BANK

Date: 8-15-05

Location: 35 CROSS POINT PARKWAY

Reviewed By: ARCHITECT

☒ New Construction ☐ Reconstruction/Alteration ☐ Addition ☐ New System ☐ Change of Use

	TOPIC	CODE SECTION		YES	NO	NR	Req'd	Prov	Exist
1.	Occupancy Classification	[B] Chap 3 17-32	BUSINESS GROUP B						
2.	Occupant Load	[B] Table 1003 2.2.2 Pg. 201	27, ACTUAL 6-10 STAFF						
3	Type of Construction	[B] Chap. 6 Pg. 79 Table 601 Pg. 81	TYPE 5B (THOUGH 95% NC)						
4	Number of Stories		ONE						
5.	Height and Fire Area	[B] Table 503 Pg. 72 – ACTUAL 2,875 ϕ	NA						
6.	Area Modification	[B] 506 Pg. 74	NA						
	A. Frontage		NA						
	B. Sprinklers		NA						
7.	Height Modification	[B] 504 Pg. 73	NA						
8.	Special Occupancies	[B] Chap. 4 Pg 33							
	A. Covered Malls	[B] 402 Pg. 33 [F] 907.2.20		☐	☒				
	B. High Rise Building	[B] 403 Pg. 36 [F] 907.2.12		☐	☒				
	C. Atriums	[B] 404 Pg. 37 [F] 907.2.12.3		☐	☒				
	D. Underground Building	[B] 405 Pg. 38 [F] 907.2.19		☐	☒				
	E. Motor Vehicle Related	[B] 406 Pg. 39 [F] Chap. 22 Pg. 175		☐	☒				
	F. Group I-2	[B] 407 Pg. 43		☐	☒				
	G. Group I-3	[B] 408 Pg. 44		☐	☒				
	H. Motion Picture Proj Room	[B] 409 Pg. 46		☐	☒				
	I. Stages and Platforms	[B] 410 Pg. 47		☐	☒				
	J. Special Amusement Bldgs	[B] 411 Pg. 49 [F] 907.2.11		☐	☒				
	K. Aircraft Related	[B] 412 Pg. 50 [F] Chap. 11 Pg 125		☐	☒				
	L. Combustible Storage	[B] 413 Pg. 52 [F] 907.2.14 [F] Chap 23, [F] 315 pg. 22		☐	☒				
	M. Hazardous Materials	[B] 414 Pg. 52 [F] Chap. 27 Page 209		☐	☒				
	N. Groups H-1 through H-5	[B] 415 Pg. 56		☐	☒				
	O. Application of Flam Finishes	[B] 416 Pg. 70 [F] Chap. 15 Pg. 143		☐	☒				
	P. Drying Rooms	[B] 417 Pg. 70		☐	☒				
	Q. Organic Coatings	[B] 418 Pg. 70 [F] Chap. 20 Pg. 169		☐	☒				
	R. Lead Acid Batteries	[F] 608.6 Pg. 40		☐	☒				
9.	Fire Protection Equipment	[B] Chap. 9 Pg. 165 [F] Chap. 9 Pg. 51				NR	Req'd	Prov	Exist
	A. Sprinkler	[F] 903 Pg. 55 [B] 903 Pg. 168				☒	☐	☐	☐
	B. Standpipes	[F] 905 Pg. 62 [B] 905 pg. 175				☒	☐	☐	☐
	C. Hydrants	[F] 508 Pg. 31	Public ☐			☒	☐	☐	☐
	D. Water Source	[F] 508 Pg. 31				☒	☐	☐	☐
	1. Sprinkler Water Supply	[F] 903.3.5 Pg. 58 [B] 903.3.5 Pg. 172				☒	☐	☐	☐
	2. Back Flow Preventor	[P] 608.16.4				☐	☒	☒	☐
	3. F.D. Connections	[F] 912 Pg. 85				☒	☐	☐	☐
	E. Fire and Smoke Detection	[F] 907 Pg. 65 & [B] 907 Pg. 177				☐	☒	☒	☐
	1. A/V's and Alarms	[F] 907 10 Pg. 73 [B] 907 9 Pg. 184				☐	☒	☒	☐
	2. Construction Documents	[F] 907.1.1				☒	☐	☐	☐
	3. Monitoring	[F] 907.15				☒	☐	☐	☐
	F. Alt Automatic Fire Ext	[F] 904 Pg. 59 [B] 904 Pg. 173				☒	☐	☐	☐
	G Fire Extinguishers	[F] 906 Pg. 64, 904.11.5 Pg. 61 [B] 906 Pg. 177				☐	☒	☒	☐
	H. Smoke Control	[F] 909 Pg. 75 [B] 909 Pg. 187 [M] 513 Pg. 42, Index Pg. 761[B]				☒	☐	☐	☐
	1. Smoke Vents	[F] 910 Pg. 82 [B] 910 Pg. 196 [M] 311 Pg. 22 [B] 3004 Pg. 622				☒	☐	☐	☐
	I. Fire Pumps	[F] 913 Pg. 85				☒	☐	☐	☐
	J. Gasoline Pump Ext	[F] 2206.8 Pg 181				☒	☐	☐	☐
	K. Fire Command Center	[F] 509 Pg. 32 [B] 911 Pg. 198				☒	☐	☐	☐
	L. Exhaust Hood Extinguisher	[F] 904.11 Pg. 61				☒	☐	☐	☐
	Commercial Cooking System	[F] 609.8 Pg. 41 [M] 509				☒	☐	☐	☐
	1) Com Cooking Hoods	[F] 609 Pg. 40 [M] 506&507 Pg. 35-37				☒	☐	☐	☐
	M. Duct Smoke Detection Control (Fan Shutdown)	[M] Pg. 50 606.607 Pg. 51 >2000 cfm				☒	☐	☐	☐

\\Amherstinfo building\FORMS\FIRE\WFireProtectionEquipReview2004.rtf03/08/05

#20: Alt. Fire Extinguishing System NYS Building Code 904

"Provide code information of all applicable requirements for Alternative Automatic Fire-Extinguishing Systems with code section(s) cited."

Our Amherst dispensary features an automatic sprinkler system, and thus NYS building 904 does not apply to our facility.

"904.2 Where required. Automatic fire-extinguishing systems installed as an alternative to the required automatic sprinkler systems of Section 903 shall be approved by the code enforcement official. Automatic fire-extinguishing systems shall not be considered alternatives for the purposes of exceptions or reductions allowed by other requirements of this code."

#21: Standpipe System NYS Building Code 905

"Provide code information of all applicable requirements for Standpipe Systems with code section(s) cited."

Our Amherst dispensary features does not require a standpipe system due its facility height being under the required specifications listed in NYS building code 905.

"905.3 Required installations. Standpipe systems shall be installed where required by Sections 905.3.1 through 905.3.7 and in the locations indicated in Sections 905.4, 905.5 and 905.6. Standpipe systems are allowed to be combined with automatic sprinkler systems.
905.3.1 Building height. Class III standpipe systems shall be installed throughout buildings where the floor level of the highest story is located more than 30 feet (9144 mm) above the lowest level of the fire department vehicle access, or where the floor level of the lowest story is located more than 30 feet (9144 mm) below the highest level of fire department vehicle access."

#22: Fire Alarm Detection System NYS Building Code 907

"Provide code information of all applicable requirements for Fire Alarm Systems with code section cited"

Our Amherst dispensing facility contains a hardwired fire alarm that is compliant with all local Amherst town codes. Below is a copy of a test report by the installing company, Amherst Alarm, along with the relevant code sections cited and checked off for the installed hardware from the integrated fire system.

" 907.1.1 Construction documents. Construction documents for fire alarm systems shall be submitted for review and approval prior to system installation. Construction documents shall include, but not be limited to, all of the following:

1. A floor plan which indicates the use of all rooms.
2. Locations of alarm-initiating and notification appliances.
3. Alarm control and trouble signaling equipment.
4. Annunciation.
5. Power connection.
6. Battery calculations.
7. Conductor type and sizes.
8. Voltage drop calculations.
9. Manufacturers, model numbers and listing information for equipment, devices and materials.
10. Details of ceiling height and construction.
11. The interface of fire safety control functions."

COMMERCIAL & MULTIPLE DWELLING
FIRE PROTECTION EQUIPMENT REVIEW

Owner: [FIRST NIAGARA BANK] UNILAND
Date: 8/17/05
Location: 35 CROSSPOINT PKWY.
Reviewed By: RJA+DG

☐ New Construction ☐ Reconstruction/Alteration ☐ Addition ☐ New System ☐ Change of Use

	TOPIC	CODE SECTION			YES	NO
1.	Occupancy Classification	[B] Chap 3 17-32	(11 R)	B		
2.	Occupant Load	[B] Table 1003.2.2.2 Pg. 201		27		
3.	Type of Construction	[B] Chap. 6 Pg. 79 Table 601 Pg. 81		5B - (MOSTLY N.C. 4B)		
4.	Number of Stories			ONE		
5.	Height and Fire Area	[B] Table 503 Pg. 72	2,875 ACTUAL	NA		
6.	Area Modification	[B] 506 Pg. 74	9,000 ALLOWABLE			
	A. Frontage					
	B. Sprinklers					
7.	Height Modification	[B] 504 Pg. 73				
8.	Special Occupancies	[B] Chap. 4 Pg 33				
	A. Covered Malls	[B] 402 Pg. 33 [F] 907.2.20			☐	☒
	B. High Rise Building	[B] 403 Pg. 36 [F] 907.2.12			☐	☐
	C. Atriums	[B] 404 Pg. 37 [F] 907.2.12.3			☐	☐
	D. Underground Building	[B] 405 Pg. 38 [F] 907.2.19			☐	☐
	E. Motor Vehicle Related	[B] 406 Pg. 39 [F] Chap. 22 Pg. 175			☐	☐
	F. Group I-2	[B] 407 Pg. 43			☐	☐
	G. Group I-3	[B] 408 Pg. 44			☐	☐
	H. Motion Picture Proj Room	[B] 409 Pg. 46			☐	☐
	I. Stages and Platforms	[B] 410 Pg. 47			☐	☐
	J. Special Amusement Bldgs	[B] 411 Pg. 49 [F] 907.2.11			☐	☐
	K. Aircraft Related	[B] 412 Pg. 50 [F] Chap. 11 Pg 125			☐	☐
	L. Combustible Storage	[B] 413 Pg. 52 [F] 907.2.14 [F] Chap. 23, [F] 315 pg. 22			☐	☐
	M. Hazardous Materials	[B] 414 Pg. 52 [F] Chap. 27 Page 209			☐	☐
	N. Groups H-1 through H-5	[B] 415 Pg. 56			☐	☐
	O. Application of Flam Finishes	[B] 416 Pg. 70 [F] Chap. 15 Pg. 143			☐	☐
	P. Drying Rooms	[B] 417 Pg. 70			☐	☐
	Q. Organic Coatings	[B] 418 Pg. 70 [F] Chap. 20 Pg. 169			☐	☐
	R. Lead Acid Batteries	[F] 608.6 Pg. 40			☐	☐
9.	Fire Protection Equipment	[B] Chap. 9 Pg. 165 [F] Chap. 9 Pg. 51			NR	Req'd	Prov	Exist
	A. Sprinkler	[F] 903 Pg. 55 [B] 903 Pg. 168			☒	☐	☐	☐
	B. Standpipes	[F] 905 Pg. 62 [B] 905 pg. 175			☒	☐	☐	☐
	C. Hydrants	[F] 508 Pg. 31	Public ☒		☐	☐	☐	☐
	D. Water Source	[F] 508 Pg. 31			☒	☐	☐	☐
	1. Sprinkler Water Supply	[F] 903.3.5 Pg. 58 [B] 903.3.5 Pg. 172			☒	☐	☐	☐
	2. Back Flow Preventor	[P] 608.16.4			☒	☐	☐	☐
	3. F.D. Connections	[F] 912 Pg. 85			☒	☐	☐	☐
	E. Fire and Smoke Detection	[F] 907 Pg. 65 & [B] 907 Pg. 177			☒	☐	☐	☐
	1. A/V's and Alarms	[F] 907.10 Pg. 73 [B] 907.9 Pg. 184			☒	☐	☐	☐
	2. Construction Documents	[F] 907.1.1			☒	☐	☐	☐
	3. Monitoring	[F] 907.15			☒	☐	☐	☐
	F. Alt Automatic Fire Ext	[F] 904 Pg. 59 [B] 904 Pg. 173			☒	☐	☐	☐
(*)	G. Fire Extinguishers	[F] 906 Pg. 64, 904.11.5 Pg. 61 [B] 906 Pg. 177	SOD A-1		☐	☒	☒	☐
	H. Smoke Control	[F] 909 Pg. 75 [B] 909 Pg. 187 [M] 513 Pg. 42, Index Pg. 761[B]			☒	☐	☐	☐
	1. Smoke Vents	[F] 910 Pg. 82 [B] 910 Pg. 196 [M] 311 Pg. 22 [B] 3004 Pg. 622			☒	☐	☐	☐
	I. Fire Pumps	[F] 913 Pg. 85			☒	☐	☐	☐
	J. Gasoline Pump Ext	[F] 2206.8 Pg 181			☒	☐	☐	☐
	K. Fire Command Center	[F] 509 Pg. 32 [B] 911 Pg. 198			☒	☐	☐	☐
	L. Exhaust Hood Extinguisher	[F] 904.11 Pg. 61			☒	☐	☐	☐
	Commercial Cooking System	[F] 609.8 Pg. 41 [M] 509			☒	☐	☐	☐
	1) Com Cooking Hoods	[F] 609 Pg. 40 [M] 506&507 Pg. 35-37			☒	☐	☐	☐
(*)	M. Duct Smoke Detection Control (Fan Shutdown)	[M] Pg. 50 606.607 Pg. 51 >2000 cfm	SOD E-3		☐	☒	☒	☐
	N. Application of Flammable Liquids Extinguishing	[B] 416 Pg. 70 [F] Chap. 15 Pg. 143			☒	☐	☐	☐

AMHERST ALARM, INC.
435 LAWRENCE BELL DRIVE
AMHERST, NY 14221
(716) 632-4600 FAX (716) 632-1156
http://www.amherstalarm.com
NYS License # 12000015868

FIRE PROTECTION SYSTEM CERTIFICATION CONTINUATION SHEET

Name First Niagara Bank

Address 35 Crosspoint
Amherst NY

PERIPHERAL FUNCTION TEST

PAGE OF

DEVICE TYPE	DEVICE LOCATION	ALM	TRBL	Zone or Circuit	Note #	DEVICE TYPE	DEVICE LOCATION	ALM	TRBL	Zone or Circuit	Note #
PSD	OFFICE 106	X	X	2		A/V	Front Entrance	X	X	L-1	
PSD	105	X	X			A/V	open middle Area	X	X	L-1	
PSD	104	X	X			A/V	open middle Area	X	X	L-1	
PSD	103	X	X			V	Mens Room	X	X	L-1	
PSD	Area Behind Tellers	X	X	2-5		V	Ladies Room	X	X	L-1	
PSD	OFFICE 100	X	X			PS	Front Door	X	X	2-1	
PSD	112	X	X								
PSD	115	X	X								
PSD	114	X	X								
PSD	112	X	X								
PSD	open middle area	X	X	2-5							
PSD	Electric Room	X	X								
RR	ATTIC 1	X	X	2-2							
RR	Attic 2	X	X	2-2							
RR	ATTIC 3	X	X	2-2							
RR	ATTIC 4	X	X	2-2							
RR	Janitor closet	X	X	2-2							
PDD	Above office 116	X	X	2-6							
PDD	Above office 104	X	X	2-6							

NOTATIONS Failures and Recommendations Found During Test

1	NEED LIFT TO REACH

PDD=Photo Duct Smoke Detector
IDD=Ion Duct Smoke Det
BD=Beam Detector
PS=Pull Station
HT=Fixed Temp Heat Detector
RR=Rate Of Rise Heat Detector
TS=Tamper Switch
WF=Water Flow
FP=Fire Phone
DH=Door Holder

H=Horn Only
A/V=Audio Visual
V=Visual Only
B=Bell Only
NCS=Nurse Call Station

AMHERST ALARM, INC.
435 Lawrence Bell Drive
Amherst, NY 14221
www.amherstalarm.com
(716) 632-4600 Fax (716) 632-1156
NYS License No. 12000015868

FIRE ALARM SYSTEM TEST REPORT

ADDRESS 25 Community Dr	CITY Amherst	ZIP	TIME IN TIME OUT
NAME OF FACILITY Fire + Niagara Tower			PHONE
OCCUPIED AS Clinic			DATE INSPECTED 5-19-06
PRIMARY POWER 120 VOLTS CIRCUIT BREAKER # 39 LOCATION 1st Floor	VOLTAGE: BATTERY 27.1 VOLTS CHARGE CIRCUIT ____ VOLTS UNDER FULL LOAD 27.2 VOLTS		

TYPE OF TEST ____ MONTHY ____ SEMI ANNUALLY ____ ANNUALLY ____ QUARTERLY X ACCEPTANCE

ITEM	YES	NO	N/A	ITEM	YES	NO	N/A	ITEM	YES	NO	N/A
TROUBLE SIGNAL AC POWER OFF	X			CIRCUITS CHECKED FOR ELECTRICAL SUPERVISION	X			GEN. ALARM AUTOMATIC TIME DELAY: MIN.		X	
SYSTEM OPERATES ON STANDBY POWER	X			CONTROL PANEL CHECKED PER NFPA 72	X			SYSTEM WIRING CONFORMS TO NEC STANDARDS	X		
SIGNALS OPERATE ON AC POWER	X			AUXILIARY EQUIP. OPERATES (ELEVATORS, FANS, DAMPERS)	X			KEY TO PANEL AVAILABLE	X		
SIGNALS OPERATE ON STANDBY POWER	X			CENTRAL STATION OR REMOTE CONNECTION	X			OPERATING INSTRUCTIONS AT PANEL	X		

PANEL MFG. MODEL: NUMBER INIATING ZONES 6 NUMBER SIGNAL ZONES 2

TYPE OF EQUIPMENT	NO. OF UNITS IN BLDG	NO. OF UNITS TESTED	SATISFACTORY YES	SATISFACTORY NO	SATISFACTORY N/A	TYPE OF EQUIPMENT	NO. OF UNITS IN BLDG.	NO. OF UNITS TESTED	SATISFACTORY YES	SATISFACTORY NO	SATISFACTORY N/A
BELLS, HORNS, CHIMES, VOICE ALARM, SPEAKERS	5	5	X			DUCT DETECTORS	2	2	X		
VISUAL ALARM DEVICES	5	5	X			SPECIAL EXTINGUISHING SYSTEMS					
TROUBLE INDICATORS	1	1	X			ANNUNCIATORS					
HEAT DETECTORS	5	5	X			ELEVATOR RECALL					
WATER FLOW SWITCHES						PHONE JACKS					
AUTOMATIC FIRE SPRINKLER SUPERVISORY SWITCHES						FIRE & SMOKE DAMPERS					
SMOKE DETECTORS	12		X			DOOR RELEASE (DEVICE CONTROLLED)					
MANUAL PULL STATIONS	1	1	X			AUTO DOOR UNLOCKS (FAILSAFE)					
GENERATOR STARTS						AUTO DOOR RELEASE (FAIL SAFE)					
VENTILATION CONTROLS OPERATE	2	2	X			OTHER					

NO. OF SMOKE DETECTOR CALIBRATION CHECKS PERFORMED	2		
NO. OF SMOKE DETECTORS CLEANED	2	IF QUARTERLY ZONES OR FLOORS TESTED	
LIST ANY PROBLEMS FOUND			
All Devices and Functions Have been tested in accordance with N.F.P.A. 72, Chapter 7 and are in 100% working order. Y N			
ALARM AGENT: (Signature)	EMPLOYEE NO. 1142	PHONE: 632-4600	
GENERAL CONTRACTOR OR FACILITY REPRESENTATIVE: (Signature)		DATE 5-19-06	

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

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

PIPE MATERIALS

1. STORM SEWERS
   - A. CORRUGATED POLYETHYLENE PIPE (HDPE)
     1. SMOOTH INTERIOR PIPE
     2. CONFORM TO AASHTO M252/M294 REQUIREMENTS
     3. ACCEPTABLE PRODUCTS: HANCOR, ADS OR EQUAL
   - B. CORRUGATED METAL PIPE (CMP) (IF INDICATED)
     1. ASTM A-444, AASHTO M-281 W/ 2.00 OZ. OF ZINC PER SQ. FT
     2. AASHTO M-36
     3. 16 GAUGE MINIMUM THICKNESS

2. SANITARY SEWERS
   1. ASTM D-3034, SDR35 PVC
   2. JOINTS - BELL & SPIGOT W/ O-RING GASKETS, MEETING ASTM D3212
   3. NSF APPROVED, TYPE 1, GRADE 1 PVC MEETING ASTM D-1784

3. WATER SERVICE
   1. TYPE "K" COPPER PIPE (DOMESTIC SERVICE)
   2. AWWA C900 PVC OR CLASS 52 DIP (FIRE SERVICE)

#25: Exits NYS Building Code 1001.1 & 2

"Identify on the Building Plans and documents, per each door, the following information: door width, door height, direction of swing, type of construction, hourly rating, and door closure"

All doors swing outward, exterior doors are 36", not rated, construction and door closures are shown below. Below is a copy of the door dimensions, hourly rating, swing type, door closer, and all information required for #25, as it relates to:

"1001.1 General. Buildings or portions thereof shall be provided with a means of egress system as required by this chapter. The provisions of this chapter shall control the design, construction and arrangement of means of egress components required to provide an approved means of egress from structures and portions thereof.

1001.2 Minimum requirements. It shall be unlawful to alter a building or structure in a manner that will reduce the number of exits or the capacity of the means of egress to less than required by this code."

This information is shown in #17 and in the ancillary diagrams below (door width 36", 0 hour rating, door swing outward, etc.).

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

TOPIC	CODE SECTION	PAGE NO.	REQUIRED/ALLOWED	ACTUAL
14. Space				
Min. Rm. Dimensions	BC-1207.1	251	≥ 7'	Complies
Min. Ceiling Height	BC-1207.2	251	7' – 6"	≥ 8'
15. Ventilation (Nat. or Mech.)	BC-1202.1	249	Mech.	Mech.
16. Light (Nat. or Mech.)	BC-1204.1	250	Natural or Mech.	Both
17. Exits				
One Exit Permitted	BC Table 1005.2.2	224	<50 Occup 75' to Exit	27 Occ. Load Actual=6 < 75'
Emergency Egress	BC-1009.1	235	NA	NA
Distance of Travel	BC-Table 1004.2.4	220	200'	60'
Corridor Wall Fire Rating	BC-Table 1004.3.2.1	222	0 HR	NR
Corridor Width	BC-1004.3.2.2	221	36"	44" +
Door Width	BC-1003.3.1.1	208	32" Clear	36" +
Door Swing	BC-1003.3.1.2	208	Exit. Swing Out	Complies
Panic Hardware	BC-1003.3.1.9	213	NR	NR
Dead End Corridors	BC-1004.3.2.3	222	NA	NA
18. Stairs				
Riser	BC-1003.3.3.3	213	NA	NA
Tread	BC-1003.3.3.3	213	NA	NA
Width(Between handrails)	BC-1003.3.3.1	213	NA	NA
Headroom	BC-1003.3.3.2	213	NA	NA
Vertical Rise	BC-1003.3.3.6	215	NA	NA
Handrails	BC-1003.3.3.11	215	NA	NA
19. Structural				
Snow Loading---Ground	BC Fig 1608.2	296	50 psf	50 psf
Snow Loading---Roof (calc)	ASCE 7- 98		35 psf	35 psf
Drifting Snow	BC-1608.7	295	65 psf @ low roof	65 psf @ low roof
Ponding	BC-1608.3.5	295	NA	NA
Floor Loading	BC Table 1607.1	291	100 psf	100 psf
Balcony Loading	BC-Table 1607.1	291	NA	NA
Wind Loading	BC-1609	297	90 mph 3 sec. Gust	Complies
Seismic Loading (calc)	BC-1614	315	Design Cat. C	Complies
Foundation Depth	BC-1805.2	398	48"	48" min.
20. Interior Finishes	BC-Table 803.4	161	A,B, C	A
21. Exterior Wall Coverings	BC-Table 1405.2	257	Req'd	Complies
Exterior Finishes	BC-Table 1406.2	261	NA	NA
Combustible			NA	NA

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

INTERIOR DOOR TYPES

SCALE : 1/4"= 1'-0"

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

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

INTERIOR FINISHES PLAN

SCALE : 1/4" = 1'-0"

KEY TO SYMBOL

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

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

#26: Occupancy Load Building Code 1004 And Table 1004.1

"Identify the use/name of each room, dimensions of each room, and occupant loads per each room on the Building Plans"

Each room is identified on the plans with use, dimensions, and occupancy load per room. There is also the official Amherst certificate of occupancy included as well. The maximum occupancy load for this building based up each rooms use is 24 occupants.

"1004.1 Design occupant load. In determining means of egress requirements, the number of occupants for whom means of egress facilities shall be provided shall be determined in accordance with this section. Where occupants from accessory areas egress through a primary space, the calculated occupant load for the primary space shall include the total occupant load of the primary space plus the number of occupants egressing through it from the accessory area.

1004.1.1 Areas without fixed seating. The number of occupants shall be computed at the rate of one occupant per unit of area as prescribed in Table 1004.1.1. For areas without fixed seating, the occupant load shall not be less than that number determined by dividing the floor area under consideration by the occupant per unit of area factor assigned to the occupancy as set forth in Table 1004.1.1. Where an intended use is not listed in Table 1004.1.1, the code enforcement official shall establish a use based on a listed use that most nearly resembles the intended use."

Below is a truncated version of Table 1004.1.1 as it relates to this dispensary

Function Of Space	Floor Area In Sq. Ft. Per Occupant
Business Areas	100 gross

"1004.2 Increased occupant load. The occupant load permitted in any building, or portion thereof, is permitted to be increased from that number established for the occupancies in Table 1004.1.1, provided that all other requirements of the code are also met based on such modified number and the occupant load does not exceed one occupant per 7 square feet (0.65 m^2) of occupiable floor space. Where required by the code enforcement official, an approved aisle, seating or fixed equipment diagram substantiating any increase in occupant load shall be submitted. Where required by the code enforcement official, such diagram shall be posted."

#27 And #28: Egress Width And Accessible Means Of Egress NYS Building Code 1005 and 1007.1

"Provide egress widths & cite applicable code section(s) and requirement(s) on the Building Plans"

"Provide accessible means of egress as per Section 1007 & cite applicable code section(s) and requirement(s) on the Building Plans."

The Amherst dispensary complies with all local and state code regarding egress width and accessibility, according to table 1005.1 and 1007.1. There are two egresses in the facility, although only one is required by code. Our facility occupancy is 24, with 0.2 inches per occupant through non-stairway egresses is 4.8" of required egress out of 72" available egress and 44" being the minimum allotted by law.

"1005.1 Minimum required egress width. The means of egress width shall not be less than required by this section. The total width of means of egress in inches (mm) shall not be less than the total occupant load served by the means of egress multiplied by the factors in Table 1005.1 and not less than specified elsewhere in this code. Multiple means of egress shall be sized such that the loss of any one means of egress shall not reduce the available capacity to less than 50 percent of the required capacity. The maximum capacity required from any story of a building shall be maintained to the termination of the means of egress.

"1007.1 Accessible means of egress required. Accessible means of egress shall comply with this section. Accessible spaces shall be provided with not less than one accessible means of egress. Where more than one means of egress is required by Section 1015.1 or 1019.1 from any accessible space, each accessible portion of the space shall be served by not less than two accessible means of egress."

TABLE 1005.1 EGRESS WIDTH PER OCCUPANT SERVED

	WITHOUT SPRINKLER SYSTEM		WITH SPRINKLER SYSTEM[a]	
OCCUPANCY	**Stairways (inches per occupant)**	**Other egress components (inches per occupant)**	**Stairways (inches per occupant)**	**Other egress components (inches per occupant)**
Occupancies other than those listed below	0.3	0.2	0.2	0.15

TOPIC	CODE SECTION	PAGE NO.	REQUIRED/ALLOWED	ACTUAL
14. Space				
Min. Rm. Dimensions	BC-1207.1	251	≥ 7'	Complies
Min. Ceiling Height	BC-1207.2	251	7' – 6"	≥ 8'
15. Ventilation (Nat. or Mech.)	BC-1202.1	249	Mech.	Mech.
16. Light (Nat. or Mech.)	BC-1204.1	250	Natural or Mech.	Both
17. Exits				
One Exit Permitted	BC Table 1005.2.2	224	<50 Occup 75' to Exit	27 Occ. Load Actual=6 < 75'
Emergency Egress	BC-1009.1	235	NA	NA
Distance of Travel	BC-Table 1004.2.4	220	200'	60'
Corridor Wall Fire Rating	BC-Table 1004.3.2.1	222	0 HR	NR
Corridor Width	BC-1004.3.2.2	221	36"	44" +
Door Width	BC-1003.3.1.1	208	32" Clear	36" +
Door Swing	BC-1003.3.1.2	208	Exit. Swing Out	Complies
Panic Hardware	BC-1003.3.1.9	213	NR	NR
Dead End Corridors	BC-1004.3.2.3	222	NA	NA
18. Stairs				
Riser	BC-1003.3.3.3	213	NA	NA
Tread	BC-1003.3.3.3	213	NA	NA
Width(Between handrails)	BC-1003.3.3.1	213	NA	NA
Headroom	BC-1003.3.3.2	213	NA	NA
Vertical Rise	BC-1003.3.3.6	215	NA	NA
Handrails	BC-1003.3.3.11	215	NA	NA
19. Structural				
Snow Loading---Ground	BC Fig 1608.2	296	50 psf	50 psf
Snow Loading---Roof (calc)	ASCE 7- 98		35 psf	35 psf
Drifting Snow	BC-1608.7	295	65 psf @ low roof	65 psf @ low roof
Ponding	BC-1608.3.5	295	NA	NA
Floor Loading	BC Table 1607.1	291	100 psf	100 psf
Balcony Loading	BC-Table 1607.1	291	NA	NA
Wind Loading	BC-1609	297	90 mph 3 sec. Gust	Complies
Seismic Loading (calc)	BC-1614	315	Design Cat. C	Complies
Foundation Depth	BC-1805.2	398	48"	48" min.
20. Interior Finishes	BC-Table 803.4	161	A,B, C	A
21. Exterior Wall Coverings	BC-Table 1405.2	257	Req'd	Complies
Exterior Finishes	BC-Table 1406.2	261	NA	NA
Combustible			NA	NA

29: Doors, Gates, And Turnstiles NYS Building Code 1008

"Means of egress doors shall meet the requirements of this section."

The Amherst dispensary complies with all local and state code regarding egress doors. There are no gates or turnstiles at this facility. All doors feature appropriate exit devices. The NYS building code states:

"1008.1 Doors. Means of egress doors shall meet the requirements of this section. Doors serving a means of egress system shall meet the requirements of this section and Section 1018.2. Doors provided for egress purposes in numbers greater than required by this code shall meet the requirements of this section.

Means of egress doors shall be readily distinguishable from the adjacent construction and finishes such that the doors are easily recognizable as doors. Mirrors or similar reflecting materials shall not be used on means of egress doors. Means of egress doors shall not be concealed by curtains, drapes, decorations or similar materials.

1008.1.1 Size of doors. The minimum width of each door opening shall be sufficient for the occupant load thereof and shall provide a clear width of not less than 32 inches (813 mm). Clear openings of doorways

with swinging doors shall be measured between the face of the door and the stop, with the door open 90 degrees (1.57 rad). Where this section requires a minimum clear width of 32 inches (813 mm) and a door opening includes two door leaves without a mullion, one leaf shall provide a clear opening width of 32 inches (813 mm). The maximum width of a swinging door leaf shall be 48 inches (1219 mm) nominal. Means of egress doors in a Group I-2 occupancy used for the movement of beds shall provide a clear width not less than 41.5 inches (1054 mm). The height of doors shall not be less than 80 inches (2032 mm).

As both stated and shown in earlier sections on doors, all external egress doors are 36", with internal doors of 32". All doors are clearly visible and distinguishable from the background. No doors are concealed or made of mirror like substances.

30: Interior Stairs NYS Building Code 1009

"Identify the following information for each stairway on the Building Plan(s): the width of stairways; the height, width, depth and number of risers and treads; dimensions of landings; stairway construction type; and handrail height."

The Amherst dispensary does not contain any stairs, so this question is not applicable.

#31: Ramps NYS Building Code 10010.1

"Identify the following information of each ramp, on the Building Plan(s): width; total vertical rise; length of ramp; and handrail height."

The Amherst dispensary has two handicapped accessible curb ramps. One for the main facility parking lot and building entrance, and another for ancillary parking. Both ramps are marked on the building plan, and both ramps share the same vertical rise and length of ramp. There is no ramp in the actual building, so provision 10010 doesn't apply due to the exception, except in regards to ICC/ANSI A117.1 compliance. The curb ramps are ICC/ANSI A1171 compliant.

"1010.1 Scope. The provisions of this section shall apply to ramps used as a component of a means of egress. Exceptions: 2. Curb ramps shall comply with ICC/ANSI A117.1."

Below are the ICC/ANSI A117.1 excerpts that pertain to our Amherst Dispensaries curbs:

"406.3 Sides of Curb Ramps. Where provided, curb ramp flares shall not be steeper than 1:10.
406.4 Width. Curb Ramps shall be 36 inches minimum in width, exclusive of flared sides
406.5 Floor Surface. Floor surfaces of curb ramps shall comply with section 302
406.6 Location. Curb Ramps and the flared sides of the curb ramps shall be located so they do not Curb ramps and the flared sides of curb ramps shall be located so they do not project into vehicular traffic lanes, parking spaces, or parking access aisles. Curb ramps at marked crossings shall be wholly contained within the markings, excluding any flared sides.
406.7 Landings shall be provided at the tops of curb ramps. The clear length of the landing shall be 36 inches (915 mm) minimum. The clear width of the landing shall be at least as wide as the curb ramp, excluding flared sides, leading to the landing.
406.8 Obstructions. Curb ramps shall be located or protected to prevent their obstruction by parked vehicles.
406.9 Handrails. Handrails are not required on curb ramps."

Our proposed facilities curbs have a 38" wide ramp that flares in such a way as to not project into traffic, with clear landings and the slope is 1:6, under the requirement of 1:10. Note: no handrails are need as per this compliant specification.

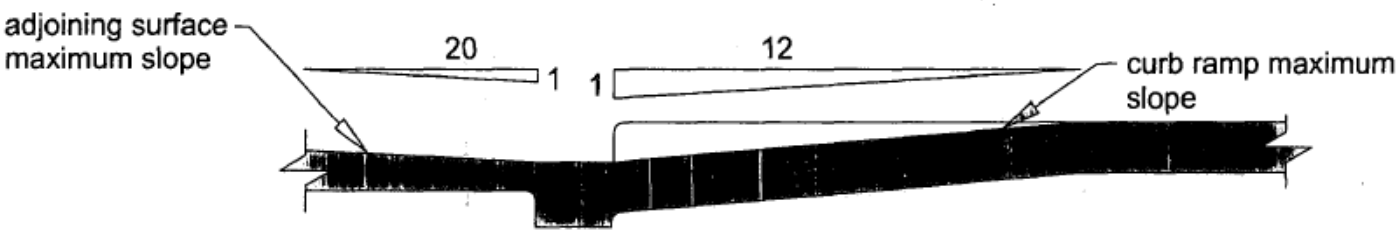
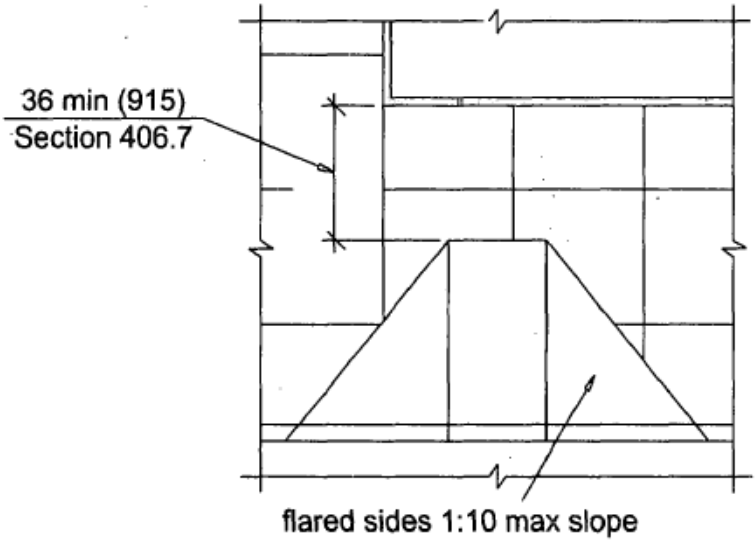


Fig. 406.2
Counter Slope of Surfaces Adjacent to Curb Ramps



#32: Common Path Of Travel NYS Building Code 1014.3

"Identify on the Building Plan(s): the length of the "Common Path of Travel" per each room as per applicable building code requirements."

The Amherst dispensary is a Group B with an egress travel limit of 75ft. All rooms are under 75ft of travel to the nearest egress as shown on the layout below, with the max distance being 46ft.

"1014.3 Common path of egress travel. In occupancies other than Groups H-1, H-2 and H-3, the common path of egress travel shall not exceed 75 feet (22 860 mm). In Group H-1, H-2 and H-3 occupancies, the common path of egress travel shall not exceed 25 feet (7620 mm). For common path of egress travel in Group A occupancies having fixed seating, see Section 1025.8."

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

TOPIC	CODE SECTION	PAGE NO.	REQUIRED/ALLOWED	ACTUAL
14. Space				
Min. Rm. Dimensions	BC-1207.1	251	≥ 7'	Complies
Min. Ceiling Height	BC-1207.2	251	7' – 6"	≥ 8'
15. Ventilation (Nat. or Mech.)	BC-1202.1	249	Mech.	Mech.
16. Light (Nat. or Mech.)	BC-1204.1	250	Natural or Mech.	Both
17. Exits				
One Exit Permitted	BC Table 1005.2.2	224	<50 Occup 75' to Exit	27 Occ. Load Actual=6 < 75'
Emergency Egress	BC-1009.1	235	NA	NA
Distance of Travel	BC-Table 1004.2.4	220	200'	60'
Corridor Wall Fire Rating	BC-Table 1004.3.2.1	222	0 HR	NR
Corridor Width	BC-1004.3.2.2	221	36"	44" +
Door Width	BC-1003.3.1.1	208	32" Clear	36" +
Door Swing	BC-1003.3.1.2	208	Exit. Swing Out	Complies
Panic Hardware	BC-1003.3.1.9	213	NR	NR
Dead End Corridors	BC-1004.3.2.3	222	NA	NA
18. Stairs				
Riser	BC-1003.3.3.3	213	NA	NA
Tread	BC-1003.3.3.3	213	NA	NA
Width(Between handrails)	BC-1003.3.3.1	213	NA	NA
Headroom	BC-1003.3.3.2	213	NA	NA
Vertical Rise	BC-1003.3.3.6	215	NA	NA
Handrails	BC-1003.3.3.11	215	NA	NA
19. Structural				
Snow Loading---Ground	BC Fig 1608.2	296	50 psf	50 psf
Snow Loading---Roof (calc)	ASCE 7- 98		35 psf	35 psf
Drifting Snow	BC-1608.7	295	65 psf @ low roof	65 psf @ low roof
Ponding	BC-1608.3.5	295	NA	NA
Floor Loading	BC Table 1607.1	291	100 psf	100 psf
Balcony Loading	BC-Table 1607.1	291	NA	NA
Wind Loading	BC-1609	297	90 mph 3 sec. Gust	Complies
Seismic Loading (calc)	BC-1614	315	Design Cat. C	Complies
Foundation Depth	BC-1805.2	398	48"	48" min.
20. Interior Finishes	BC-Table 803.4	161	A,B, C	A
21. Exterior Wall Coverings	BC-Table 1405.2	257	Req'd	Complies
Exterior Finishes	BC-Table 1406.2	261	NA	NA
Combustible			NA	NA

#33: Exit Doorway Arrangement NYS Building Code 1014.3

"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."

The Amherst dispensary is a Group B occupancy with a max occupants of 24, which requires only ONE egress from the main building. However, two egresses are featured in the building. Both of which are shown on the plan below, along with each rooms occupancy value

"1015.1 Exit or exit access doorways required. Two exits or exit access doorways from any space shall be provided where one of the following conditions exists:
1. The occupant load of the space exceeds the values in Table 1015.1.
2. The common path of egress travel exceeds the limitations of Section 1014.3.
3. Where required by Sections 1015.3, 1015.4 and 1015.5."

TABLE 1015.1 SPACES WITH ONE MEANS OF EGRESS

OCCUPANCY	MAXIMUM OCCUPANT LOAD
A, B,E[a], F, M, U	49
H-1, H-2, H-3	3
H-4, H-5, I-1, I-3, I-4, R	10
S	29

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

#33: Corridor Fire Rating NYS Building Code 1017.1

"Identify, on the Building Plan(s): all corridors with required fire resistance and the applicable fire rating."

The Amherst dispensary is a Type 5B, which requires 0 hour fire rating for corridors. Since it is a single egress Group B it does not require a fire resistance rating for corridors. This question is not applicable.

"1017.1: Exception 4. A fire-resistance rating is not required for corridors in an occupancy in Group B which is a space requiring only a single means of egress complying with Section 1015.1"

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

#35: Corridor Width NYS Building Code 1017.2

"Identify on the Building Plan(s): the width of all corridors. Provide applicable code section(s) and requirement(s)."

The Amherst dispensary has one main front entrance corridor with a width of 56". This complies with NYS building code 1017.2, as it is above 44".

"1017.2 Corridor width. The minimum corridor width shall be as determined in Section 1005.1, but not less than 44 inches (1118 mm)."

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

#36: Corridor Width NYS Building Code 1017.3

"Corridors shall not exceed the maximum dead end corridor length as per applicable code.

The Amherst dispensary has no dead end corridors. This section is not applicable.

#37: Number of Exits and Continuity NYS Building Code 1019

"Identify on the Building Plan(s): required number of exits, continuity and arrangement as per the applicable code requirements."

The Amherst dispensary has two exits, but its occupancy load and type 5B requires only one. It is a single story facility.

TABLE 1019.1 MINIMUM NUMBER OF EXITS FOR OCCUPANT LOAD

OCCUPANT LOAD (persons per story)	MINIMUM NUMBER OF EXITS (per story)
1-500	2
501-1,000	3
More than 1,000	4

"1019.1 Minimum number of exits. All rooms and spaces within each story shall be provided with and have access to the minimum number of approved independent exits required by Table 1019.1 based on the occupant load of the story, except as modified in Section 1015.1 or 1019.2. For the purposes of this chapter, occupied roofs shall be provided with exits as required for stories. The required number of exits from any story, basement or individual space shall be maintained until arrival at grade or the public way."

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

#38: Vertical Exit Enclosures NYS Building Code 1020

"Identify on the Building Plan(s): all applicable code requirements for each Vertical Exit Enclosure."

The Amherst dispensary has no vertical exit enclosures. These section is not applicable.

#39: Exit Passageways NYS Building Code 1021

"Identify on the Building Plan(s): all applicable code requirements for each Exit Passageway"

The Amherst dispensary has one egress passageway that also serves as a corridor. It is marked below in highlighted blue. This passageway will remain unobstructed at all times as a matter of our facility operating plan.

"1021.1 Exit passageway. Exit passageways serving as an exit component in a means of egress system shall comply with the requirements of this section. An exit passageway shall not be used for any purpose other than as a means of egress."

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

#41: Exterior Exit Ramps & Stairways NYS Building Code 1023

"*Identify on the Building Plan(s): all applicable code requirements for each Horizontal Exit.*"

The Amherst dispensary has no exterior exit ramps or stairways.

#42: Exit Discharge NYS Building Code 1023

"*1024.1 General. Exits shall discharge directly to the exterior of the building. The exit discharge shall be at grade or shall provide direct access to grade. The exit discharge shall not reenter a building.*"

The Amherst dispensary has two exit discharges as identified below.

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

#43: Accessibility 1101.1-1110 & ICC/A117.1(03)

"*Identify on the Building Plan(s): all applicable code requirements such that the design and construction of each building/facility provides accessibility to physically disabled persons.*"

The Amherst dispensary has a curb type handicapped accessible ramp, and handicapped accessible front door width. Each aspect of the facility FULLY complies with the accessibility law. In addition it has secure floor that complies with ICC/A117.1(03)-*302.2:*

"*Carpet or carpet tile shall be securely attached and shall have a firm cushion, pad, or backing or no*

cushion or pad. Carpet or carpet tile shall have a level loop, textured loop, level cut pile, or level cut/uncut pile texture. The pile shall be ½ inch (13 mm) maximum in height. Exposed edges of carpet shall be fastened to the floor and shall have trim along the entire length of the exposed edge. Carpet edge trim' shall comply with Section 303."

The facility also features open floor space dimensions, clear of obstructions that allows for adequate wheelchair access and mobility within the facility to comply with section 305.3. It also meets all guidelines for accessible routes listed in section 401.1.

"*305.3 Size. The clear floor space shall be 48 inches (1220 mm) minimum in length and 30 inches (760mm) minimum in width."*

"401.1 Scope. Accessible routes required by the scoping provisions adopted by the administrative authority shall comply with the applicable provisions of Chapter 4.

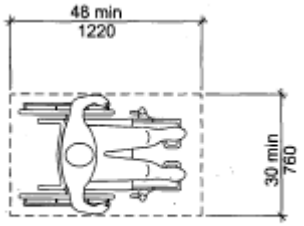


Fig. 305.3
Size of Clear Floor Space

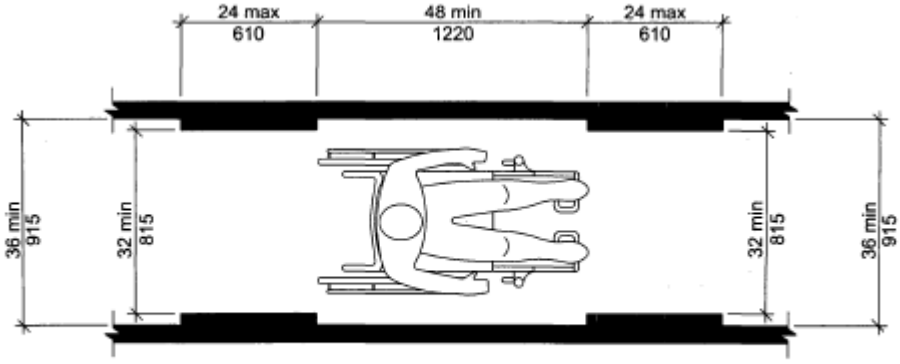


Fig. 403.5
Clear Width of an Accessible Route

The facility will be clear of protruding objects to comply with all of section 307.

"307.1 General. Protruding objects on circulation paths shall comply with Section 307."

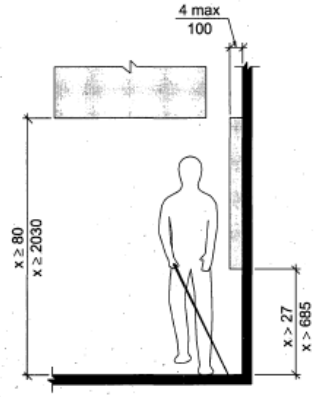


Fig. 307.2
Limits of Protruding Objects

The facility will have adequate knee and toe clearance to comply with section 306.

"306.1 General. Where space beneath an element is included as part of clear floor space at an element, clearance at an element, or a turning space, the space shall comply with Section 306. Additional space beyond knee and toe clearance shall be permitted beneath elements."

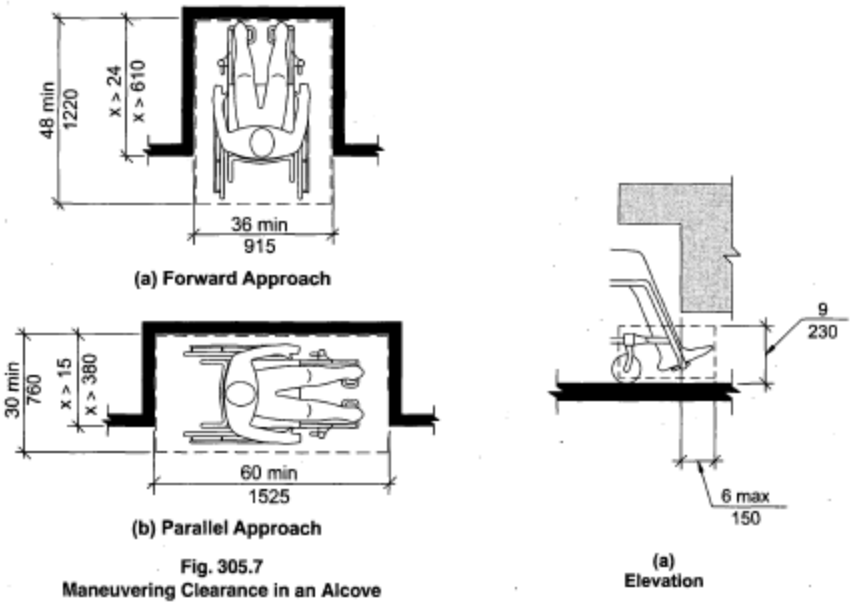


Fig. 305.7
Maneuvering Clearance in an Alcove

The facility will operate in such a manner as to comply with all of section 308 regarding handicapped accessible reach.

"308.1 General. Reach ranges shall comply with Section 308."

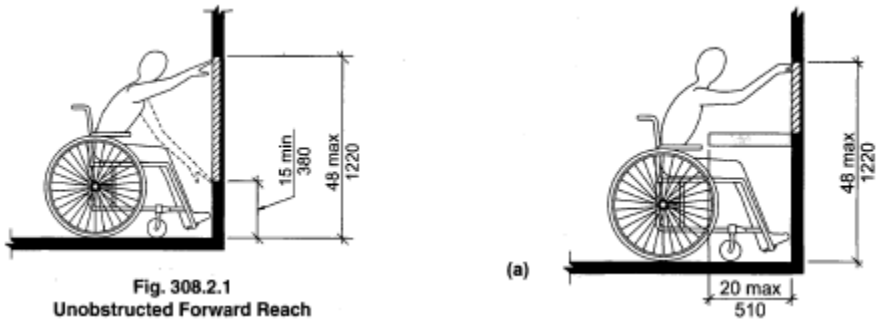


Fig. 308.2.1
Unobstructed Forward Reach

Our Amherst dispensary facility meets all section 309 compliance requirements. This includes an operable table at the cashier counter with a handicapped accessible parts.

"309.1 General. Operable parts required to be accessible shall comply with Section 309."

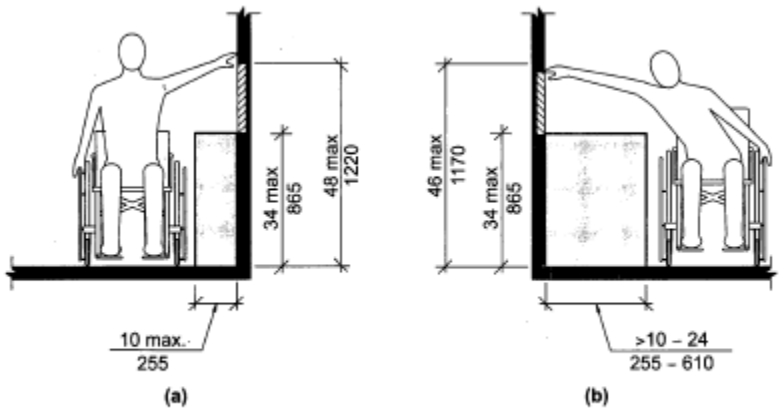


Fig. 308.3.2
Obstructed High Side Reach

Our Amherst dispensary features handicapped accessible bathrooms. This includes door swing, mirrors, handrails, and toilet height. However, due to our building being type B, there is an exception allowed by law for foregoing the vertical grab bar. Our facility does not have vertical grab bars, only horizontal, as required by law.

"603.1 General. Accessible toilet and bathing rooms shall comply with Section 603."
"In Type A and Type B units, the vertical grab bar component is not required."

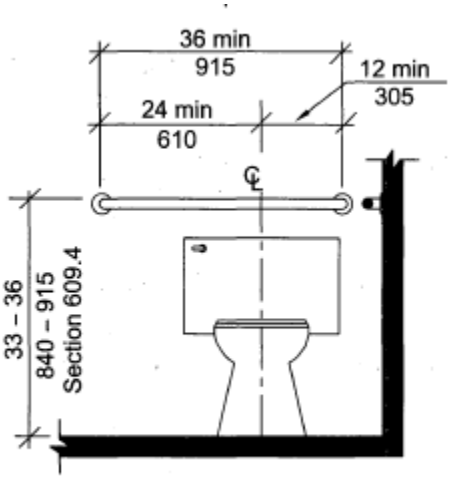


Fig. 604.5.2
Rear Wall Grab Bar for Water Closet

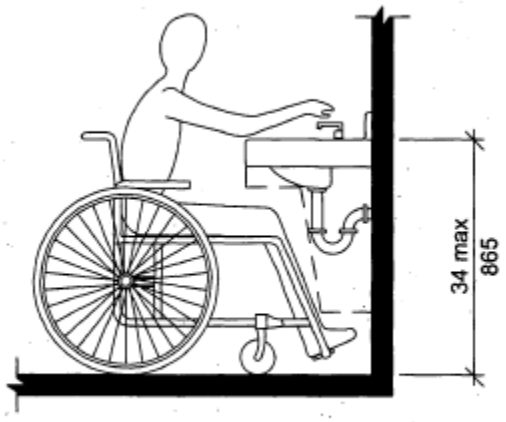


Fig. 606.3
Height of Lavatories and Sinks

Our Amherst facility is fully compliant with all additional interior ICC/A117.1(03) requirements. In addition all external elements such as ramp elevation ratios and handicapped parking are also compliant listed in earlier sections.

#44: Energy Conservation 2010 NYS ECCC & IECC 2012

"Identify the R-Value and U-Value of each construction component and assembly of the building envelope as required in the applicable energy and building code(s)."

All of the required R and U value calculations are listed in the signed architectural forms below.

Permit Number

Checked By/Date

Mechanical Compliance Certificate
New York State Energy Conservation Construction Code

COM*check-EZ* Software Version 2.4 Release 2c
Data filename: J:\04-750\CrosspointComchek.cck

Section 1: Project Information

Project Name:	First Niagara Bank Cross Point Branch bank
Designer/Contractor:	George Lukaszewicz Architects PC
Document Author:	Laurie A. Hauer-LaDuca
Notes:	Bank/ Financial Institution

Section 2: General Information

Building Location (for weather data):	Erie, New York
Climate Zone:	14a
Heating Degree Days (base 65 degrees F):	6747
Cooling Degree Days (base 65 degrees F):	462

Project Description (check one):
X New Construction __ Addition __ Alteration __ Unconditioned Shell (File Affidavit)

Section 3: Mechanical Systems List

Quantity	System Type & Description
1	HVAC System 1: Heating: Duct Furnace, Gas, Heating Capacity Unknown / Cooling: Rooftop Package Unit, Capacity >=65 - <90 kBtu/h, Air-Cooled Condenser / Multiple-Zone
1	HVAC System 2: Heating: Duct Furnace, Gas, Heating Capacity Unknown / Cooling: Rooftop Package Unit, Capacity <65 kBtu/h, Air-Cooled Condenser / Single Zone

Section 4: Requirements Checklist

Bldg. Dept. Use		Requirements Specific To: HVAC System 1
[ ]	1.	Equipment minimum efficiency: Duct Furnace (Gas): 80% Ec
[ ]	2.	Minimum one temperature control device per zone
[ ]	3.	Equipment minimum efficiency: Rooftop Package Unit: 10.3 EER
[ ]	4.	Discharge dampers prohibited with fan motors >25 hp
[ ]	5.	Systems serving more than one zone must be VAV systems
[ ]	6.	Single-duct VAV terminals reduce primary air before reheating
[ ]	7.	Controls capable of resetting supply air temp (SAT) by 25% of SAT-room temp difference
[ ]	8.	Fan motor demand <=50% design kW at 50% design flow - calculations required
[ ]	9.	Motorized, automatic shutoff dampers required on exhaust and outdoor air supply openings - Exception: Gravity dampers acceptable in buildings <3 stories

Section 4: Compliance Statement

The proposed lighting design represented in this document is consistent with the building plans, specifications and other calculations submitted with this permit application. The proposed lighting system has been designed to meet the 90.1 ('89) Code requirements in COM*check-EZ* Version 2.4 Release 2c and to comply with the mandatory requirements in the Requirements Checklist.

DENNIS DRZEWIECKI
Principal Lighting Designer-Name

Dennis Drzewiecki
Signature

8-11-05
Date

Lighting Application Worksheet
90.1 ('89) Code
COM*check-EZ* Software Version 2.4 Release 2c

Section 1: Allowed Lighting Power Calculation

A Area Category	B Floor Area (ft2)	C Total Allowed Watts (watts/ft2)	D Allowed Watts (B x C)
Bank/Financial Institution	2875	2	5750
		Total Allowed Watts =	5750

Section 2: Actual Lighting Power Calculation

A Fixture ID	B Fixture Description / Lamp Description / Wattage Per Lamp / Ballast	C Lamps/ Fixture	D # of Fixtures	E Fixture Watt.	F (D x E)
Type A	2 X 4 Recessed Fluorescent / 48" T8 32W / Electronic	3	23	96	2208
Type B	2 X 2 Recessed Fluorescent / 24" T8U 32W / Electronic	2	7	64	448
Type C	2 X 4 Recessed Fluorescent w/k / 48" T8 32W / Magnetic	3	7	96	672
Type D	1 X 4 Surface Mounted Fluores / 48" T8 32W / Electronic	2	1	64	64
Type E	Downlight / Other / Electronic	1	10	42	420
Type F	Cove Light / 48" T8 32W / Electronic	2	4	64	256
Type F1	Cove Light / 36" T8 25W / Electronic	2	12	50	600
Type H	Downlight / Twin Tube 18W / Electronic	2	1	36	36
Type K	Wall Washer / Other / Electronic	1	2	42	84
			Total Actual Watts =		4788

Section 3: Compliance Calculation
If the *Total Allowed Watts* minus the *Total Actual Watts* is greater than or equal to zero, the building complies.

Total Allowed Watts =	5750
Total Actual Watts =	4788
Project Compliance =	962

Lighting PASSES: Design 17% better than code

Permit Number

Checked By/Date

Lighting Compliance Certificate
90.1 ('89) Code

COM*check-EZ* Software Version 2.4 Release 2c
Data filename: C:\Program Files\Check\COMcheck-EZ\FNB-Crosspoint.cck

Section 1: Project Information

Project Name:	First Niagara Bank - Crosspoint Getzville, New York 14068
Designer/Contractor:	George Lukaszewicz Architects
Document Author:	Laurie Hauer-LaDuca, R.A.

Section 2: General Information

Building Use Description by: Activity Type

Activity Type(s)	Floor Area
Bank/Financial Institution	2875

Project Description (check one):
X New Construction __ Addition __ Alteration __ Unconditioned Shell (File Affidavit)

Section 3: Requirements Checklist

Bldg. |
Dept. |
Use |

[ ] | **Interior Lighting**

1. Total actual watts must be less than or equal to total allowed watts

Allowed Watts	Actual Watts	Complies(Y/N)
5750	4788	YES

Exterior Lighting

[ ] 2. Type(s) of exterior lighting sources:
__Fluorescent __Metal Halide __High-Pr. Sodium
Exceptions:
Specialized signal, directional, and marker lighting; lighting highlighting exterior features of historic buildings; advertising signage; safety or security lighting; low-voltage landscape lighting.

Controls, Switching, and Wiring

[ ] 3. Master switch at entry to hotel/motel guest room.
[ ] 4. Minimum of two switches, dimmer, or occupancy sensor in each space.
Exceptions:
Only one luminaire in space;
Security lighting, 24 hour lighting;
The area is a corridor, storage, restroom, retail sales area or lobby.
[ ] 5. Photocell/astronomical time switch on exterior lights.
Exceptions: Areas requiring lighting during daylight hours
[ ] 6. Tandem wired one-lamp and three-lamp ballasted luminaires.
Exceptions:
Electronic high-frequency ballasted luminaires not on same switch

Climate-Specific Requirements

Component Name/Description	Gross Area	Cavity R-Value	Cont. R-Value	Proposed U-Factor	Budget U-Factor
Roof 1: Metal Roof with Thermal Blocks	2875	23.0	0.0	0.061	0.055
Exterior Wall 1: Metal Frame, 16" o.c.	3552	19.0	0.0	0.114	0.080
Window 1: Metal Frame with Thermal Break, Double Pane with Low-E Tinted, SHGC 0.44, PF 0.17	354	---	---	0.320	0.554
Window 2: Metal Frame with Thermal Break, Double Pane with Low-E Tinted, SHGC 0.44, PF 0.17	300	---	---	0.320	0.554
Door 1: Glass, Tinted, SHGC 0.44, PF 0.17	41	---	---	0.320	0.554
Door 2: Glass, Tinted, SHGC 0.44, PF 0.17	78	---	---	0.320	0.554
Floor 1: Unheated Slab-On-Grade, Vertical 4 ft.	217	---	11.0	---	---

(a) Budget U-factors are used for software baseline calculations ONLY, and are not code requirements.

Envelope PASSES: Design 8% better than code

Section 4: Compliance Statement

The proposed envelope design represented in this document is consistent with the building plans, specifications and other calculations submitted with this permit application. The proposed envelope system has been designed to meet the New York State Energy Conservation Construction Code requirements in COM*check-EZ* Version 2.4 Release 2c and to comply with the mandatory requirements in the Requirements Checklist.
When a Registered Design Professional has stamped and signed this page, they are attesting that to the best of his/her knowledge, belief, and professional judgment, such plans or specifications are in compliance with this Code.

LAURIE HAUER-LADUCA — Principal Envelope Designer-Name

Laurie Hauer-LaDuca — Signature

7-25-05 — Date

Permit Number

Checked By/Date

Envelope Compliance Certificate
New York State Energy Conservation Construction Code

COM*check-EZ* Software Version 2.4 Release 2c
Data filename: J:\04-750\CrosspointComchek.cck

RECEIVED
AUG 18 2005
TOWN OF AMHERST
BUILDING DEPT.

Section 1: Project Information

Project Name:	First Niagara Bank Cross Point Branch bank
Designer/Contractor:	George Lukaszewicz Architects PC
Document Author:	Laurie A. Hauer-LaDuca
Notes:	Bank/ Financial Institution

Section 2: General Information

Building Location (for weather data):	Erie, New York
Climate Zone:	14a
Heating Degree Days (base 65 degrees F):	6747
Cooling Degree Days (base 65 degrees F):	462

Building Type	Floor Area
Other	2875

Project Description (check one):
X New Construction __ Addition __ Alteration __ Unconditioned Shell (File Affidavit)

Section 3: Requirements Checklist

Bldg. Dept. Use		
		Air Leakage, Component Certification, and Vapor Retarder Requirements
[ ]	1.	All joints and penetrations are caulked, gasketed, weather-stripped, or otherwise sealed.
[ ]	2.	Windows, doors, and skylights certified as meeting leakage requirements.
[ ]	3.	Component R-values & U-factors labeled as certified.
[ ]	4.	Fireplaces installed with tight fitting non-combustible fireplace doors.
[ ]	5.	Dampers integral to the building envelope are equipped with motorized dampers.
[ ]	6.	Cargo doors and loading dock doors are weather sealed.
[ ]	7.	Recessed lighting fixtures are sealed or gasketed.
[ ]	8.	Vapor retarder installed.

TOPIC	CODE SECTION	PAGE NO.	REQUIRED/ALLOWED	ACTUAL
30. Energy Code				
Prescriptive Method	ECCC-Table 602.1(1)	50	NA	NA
High Truss Credit	ECCC-602.1.2	51	NA	NA
Pipe Insulation-Heating	ECC-Table	44	YES	1"
Duct Insulation-Heating	503.3.3.1	45	YES	1"
Pipe Insulation-Hot Water	ECCC-Table	47	YES	1"
HWH Heat Trap	503.3.3.3	47	NA	NA
MECcheck Compliance Report	ECCC-Table 504.2 ECCC-504.7 Computer Software Required		Min. Insul. Values	Complies

NOTES:

SLAB: R-11 (2" Rigid, 4'-0" Vert)
WALL: R-19 (6" High Density Batt)
CEILING/ROOF: R-23 (3" Rigid 0ver / MTL.Deck)

SIGNATURE & DATE 7-7-05

#45 and #46: Emergency & Standby Power & Smoke Control Systems NYS Building Code 2702

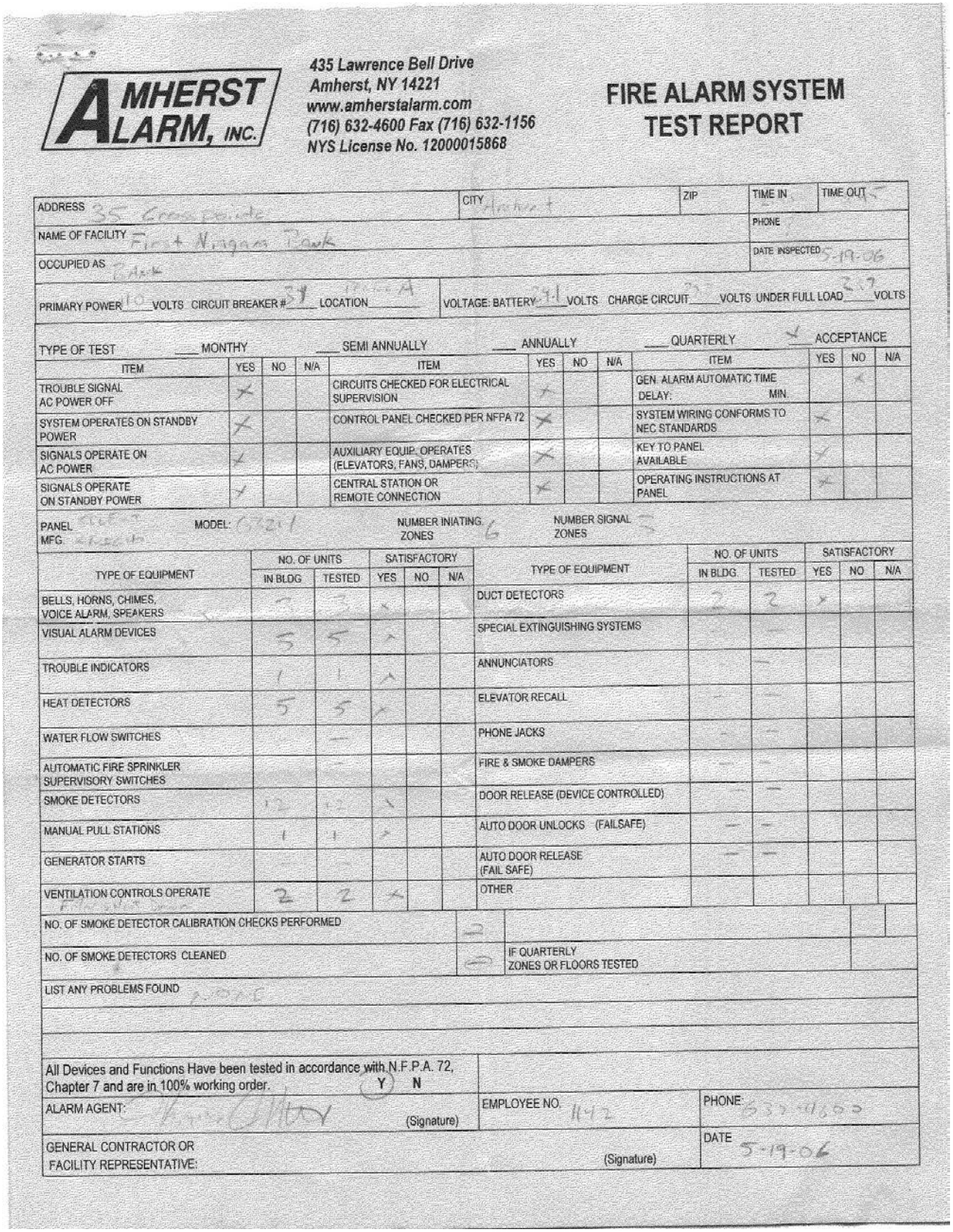
"Identify emergency & Standby Power locations and specifications of the system to be provided."
"Identify the Standby power for smoke control systems in accordance with Section 909.11 of NYS Building Code."

This facility features appropriate exit signs and backup emergency lights within the building.

The Amherst dispensary features a battery backup system as an integrated part of the fire system design and the smoke control system is able to run in standby mode. This complies with NYS building code 2702 parts 2702.1 and 2702.2.2. See the attached test report regarding standby mode below from Amherst Alarm.

"2702.1 Installation. Emergency and standby power systems required by this code or the Fire Code of New

York State shall be installed in accordance with this code, NFPA 110 and 111.
"2702.2.2 Smoke control systems. Standby power shall be provided for smoke control systems in accordance with Section 909.11."



AMHERST ALARM, INC.
435 Lawrence Bell Drive
Amherst, NY 14221
www.amherstalarm.com
(716) 632-4600 Fax (716) 632-1156
NYS License No. 12000015868

FIRE ALARM SYSTEM TEST REPORT

ADDRESS 35 Crosspointe	CITY Amherst	ZIP	TIME IN / TIME OUT
NAME OF FACILITY First Niagara Bank			PHONE
OCCUPIED AS Bank			DATE INSPECTED 5-19-06
PRIMARY POWER 120 VOLTS CIRCUIT BREAKER # 39 LOCATION Panel A	VOLTAGE: BATTERY 27.1 VOLTS CHARGE CIRCUIT 27.7 VOLTS UNDER FULL LOAD 27.7 VOLTS		

TYPE OF TEST ___ MONTHY ___ SEMI ANNUALLY ___ ANNUALLY ___ QUARTERLY X ACCEPTANCE

ITEM	YES	NO	N/A	ITEM	YES	NO	N/A	ITEM	YES	NO	N/A
TROUBLE SIGNAL AC POWER OFF	X			CIRCUITS CHECKED FOR ELECTRICAL SUPERVISION	X			GEN. ALARM AUTOMATIC TIME DELAY: MIN.		X	
SYSTEM OPERATES ON STANDBY POWER	X			CONTROL PANEL CHECKED PER NFPA 72	X			SYSTEM WIRING CONFORMS TO NEC STANDARDS	X		
SIGNALS OPERATE ON AC POWER	X			AUXILIARY EQUIP. OPERATES (ELEVATORS, FANS, DAMPERS)	X			KEY TO PANEL AVAILABLE	X		
SIGNALS OPERATE ON STANDBY POWER	X			CENTRAL STATION OR REMOTE CONNECTION	X			OPERATING INSTRUCTIONS AT PANEL	X		

PANEL MFG. Silent Knight MODEL: 6721 NUMBER INIATING ZONES 6 NUMBER SIGNAL ZONES 5

TYPE OF EQUIPMENT	NO. OF UNITS IN BLDG	NO. OF UNITS TESTED	SATISFACTORY YES	SATISFACTORY NO	SATISFACTORY N/A	TYPE OF EQUIPMENT	NO. OF UNITS IN BLDG.	NO. OF UNITS TESTED	SATISFACTORY YES	SATISFACTORY NO	SATISFACTORY N/A
BELLS, HORNS, CHIMES, VOICE ALARM, SPEAKERS	7	7	X			DUCT DETECTORS	2	2	X		
VISUAL ALARM DEVICES	5	5	X			SPECIAL EXTINGUISHING SYSTEMS	—	—			
TROUBLE INDICATORS	1	1	X			ANNUNCIATORS	—	—			
HEAT DETECTORS	5	5	X			ELEVATOR RECALL	—	—			
WATER FLOW SWITCHES	—	—				PHONE JACKS	—	—			
AUTOMATIC FIRE SPRINKLER SUPERVISORY SWITCHES	—	—				FIRE & SMOKE DAMPERS	—	—			
SMOKE DETECTORS	12	12	X			DOOR RELEASE (DEVICE CONTROLLED)	—	—			
MANUAL PULL STATIONS	1	1	X			AUTO DOOR UNLOCKS (FAILSAFE)	—	—			
GENERATOR STARTS	—	—				AUTO DOOR RELEASE (FAIL SAFE)	—	—			
VENTILATION CONTROLS OPERATE	2	2	X			OTHER					

NO. OF SMOKE DETECTOR CALIBRATION CHECKS PERFORMED	2		
NO. OF SMOKE DETECTORS CLEANED	2	IF QUARTERLY ZONES OR FLOORS TESTED	

LIST ANY PROBLEMS FOUND None

All Devices and Functions Have been tested in accordance with N.F.P.A. 72, Chapter 7 and are in 100% working order. Y N

ALARM AGENT: (Signature)	EMPLOYEE NO. 1142	PHONE 632-4600	
GENERAL CONTRACTOR OR FACILITY REPRESENTATIVE: (Signature)		DATE 5-19-06	

#47: Plumbing Fixture Count NYS Building Code 2902.1

"Identify on the Building Plan: the minimum plumbing facilities as per applicable plumbing code."

Below are two images that correlate to question 47, with the top image being the facility layout and the following image as the legend for plumbing facility location.

TABLE 2902.1—continued MINIMUM NUMBER OF REQUIRED PLUMBING FIXTURES[a] [P]

NO.	CLASSIFICATION	OCCUPANCY	DESCRIPTION	WATER CLOSETS (URINALS SEE SECTION 419.2 OF THE *PLUMBING CODE OF NEW YORK STATE*)		LAVATORIES		BATHTUBS/ SHOWERS	DRINKING FOUNTAINS (SEE SECTION 410.1 OF THE *PLUMBING CODE OF NEW YORK STATE*)	OTHER[f]
				MALE	FEMALE	MALE	FEMALE			
2	Business (see Sections 2902.2, 2902.4 and 2902.4.1)	B	Buildings for the transaction of business, professional services, other services involving merchandise, office buildings, banks, light industrial and similar uses	1 per 25 for the first 50 and 1 per 50 for the remainder exceeding 50	1 per 25 for the first 50 and 1 per 50 for the remainder exceeding 50	1 per 40 for the first 80 and 1 per 80 for the remainder exceeding 80	1 per 40 for the first 80 and 1 per 80 for the remainder exceeding 80	—	1 per 100	1 service sink

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

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

TOPIC	CODE SECTION	PAGE NO.	REQUIRED/ALLOWED	ACTUAL
27. Plumbing Code				
Fixture Count	PC-Table 403.1	21	1 WC 1 LAV	2 WC 2 LAV
Water Supply				
Service Pipe Size	PC-603	33	¾"	¾"
Fixture Size Pipe	PC-603.1	33	¾"	¾"
Pipe Material	PC-Table 605.4	36	Copper	Copper
Labor Law Art. 10-A	UFPBC-904.6	12, 340	NA	NA
Pipe Insulation	See Energy Code		YES	1"
Lawn Irrigation	PC-608.16.5	44	NA	NA
Pipe Freezing	PC-305.6	14	Protected	Yes
Sanitary Drainage				
Drain Pipe Size	PC-Table 709.1	54	Varies	Complies
Drain Size Material	PC-702	47	PVC	PVC
Vent Size	PC-Table 910.4	63	3"	3"
Pipe Hangers	PC-Table 308.5	17	4'	5'-6"
Air Admittance Valves	PC-917	67	NA	NA
28. Mechanical Code				
Ventilation Rates	MC-Table 403.3	24	20 CFM/PP	Complies
Propane Below Grade	MC-502.8.10.1	31	NA	NA
Dryer Exhaust	MC-504	33	NA	NA
Kitchen Exhaust	MC-506	34	NA	NA
Kitchen Hoods	MC-507	37	NA	NA
Kitchen Make-Up Air	MC-508	39	NA	NA
Chimney Termination	MC-Table 511.2	41	NA	NA
Air Plenums	MC-602	47	YES	Complies
Fire & Smoke Dampers	MC-607.5.1	52	NA	NA
Combustion Air	MC-701	55	YES	Complies
Confined Spaces-Def.	MC-202	5	NA	NA
29. Fuel Gas Code				
Appliance Location	FGC-303	18	NA	NA
Combustion Air	FGC-304	19	REQUIRED	PROVIDED
Clearance to Combust	FGC-Table 308.2	25	CLEARANCE	COMPLIES
Pipe Material	FGC-403	46	Schedule 40	Schedule 40
Shut Off Valves	FGC-409	53	Schedule 40	Schedule 40
Chimney Termination	FGC-Fig. 503.5.4	63	NA	NA
Gas Vent Termination	FGC-Fig. 503.6.6	65	24"	24"
Exit Termination Location	FGC-503.8	68	NA	NA
Clothes Dryer Exhaust	FGC-613	96	NA	NA
Unvented Room Heaters	FGC-620	99	NA	NA

#49: Fire Apparatus Access Road NYS Building Code FC503.1

"Identify on the Site Plan: Fire Apparatus Road, Fire Lane and other Fire Service requirements per applicable Building and Fire Codes."

Pictured Below is the Amherst dispensaries fire lane, hydrant, and apparatus road and the location is compliant with FC503.1

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

NEW YORK STATE | Department of Health

Medical Marijuana Program
Application for Registration as
a Registered Organization

Appendix B: Architectural Program

A SEPARATE "APPENDIX B" SHALL BE COMPLETED FOR EACH SEPARATE BUILDING AND/OR FACILITY INCLUDED IN THE ORGANIZATION'S BUSINESS PLAN

COMPANY INFORMATION	
Business Name:	LabCare, Inc.
Facility Type:	Manufacturing Facility ☐ Dispensing Facility ☑
Use and Occupancy Classification:	Business Group B
Building Construction Type and Classification:	Type 5B
Facility Address:	35 Crosspoint Drive, Amherst, NY 14068
Primary Contact Telephone number:	855-934-3837
Primary Contact Fax number:	
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 ☐ Oil ☑ Electric
☐ Solar ☐ Other _____

Engineering Systems:
☑ Heating System: Type Gas, Size 10 Efficiency 96%,
Ventilation Requirements _____
☑ Cooling System: Type A/C, Size 10 Efficiency 96%,
Ventilation Requirements _____
☑ Ventilation & Humidification Systems:
Type Powered, Size N/A, Efficiency N/A,
Ventilation Requirements _____
☑ Electrical Distribution Available 100 Amp
☑ Water Supply: Municipal Water Service YES or Private Well Water _____
☑ Sewage: Municipal Sewer System YES or Private Septic System _____
☐ Emergency Power System:
Type _____, Size _____ Efficiency _____,

Appendix B – Architectural Program

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

Appendix B – Architectural Program

Select Project Type: Check all that apply. Refer to the Existing Building Code for definitions.	☐ New Building ☑ Repair ☐ Alteration Level 1 ☐ Alteration Level 2	☐ Alteration Level 3 ☐ Change of Occupancy ☐ Addition ☐ Historic Building	☐ Demolition ☐ Chapter 3. Prescriptive Compliance Method ☐ Chapter 13. Performance Compliance Method
Select Work Involved: Check all that apply.	☐ General Construction ☐ Roofing ☐ Asbestos Abatement/Environmental ☐ Fire Alarm	☐ Structural ☐ Mechanical ☐ Plumbing ☐ Electrical	☐ Site Work ☐ Sprinkler ☐ Elevators ☑ Other: Minor Repairs

CODE COMPLIANCE REVIEW

Applicant shall provide all applicable information in regards to the code topic and section listed below.

1. Code Compliance Review is based on the 2010 NY State Building Code for New Construction. If any other building code applies to the location or type of construction, provide applicable code and sections that most closely relates and references the code topic and information in the code sections listed below. Provide appropriate abbreviations for other applicable codes, such as: **FC:** ***Fire Code*****, PC:** ***Plumbing Code*****, MC:** ***Mechanical Code*****, FGC:** ***Fuel Gas Code*****, ECCC:** ***Energy Conservation Code.***
2. Provide the Required standard for each applicable code section. (i.e.: area, quantity, classification type, materials, hourly separation, etc.). If section does not apply, indicate one of the following with explanation: **NA:** *Not Applicable*, **NR:** *Not Required*, **NP:** *Not Permitted*
3. Provide your facilities "Actual" value for each required standard as per applicable code section.

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
1	Use & Occupancy Classification	302.1 - 312	N/A	Use & occupancy of this facility. Identify all applicable materials, class and quantities regarding Table 307.1.	304.1 Business Group B	304.1 Business Group B

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
2	Combustible Storage	413	N/A	All combustible storage areas and rooms, as per applicable Building and Fire Codes. Identify all combustible stored materials, area and room dimensions, all required fire separations, and exit requirements.	N/R-See Attachment	N/R-See Attachment
3	Hazardous Materials	414	N/A	All hazardous materials stored or used as per applicable Building and Fire Codes. Identify all combustible stored materials, area and room dimensions, all required fire separations, and exit requirements.	N/R-See Attachment	N/R-See Attachment
4	Hazardous Materials Control Areas	414.2	N/A	Provide additional information indicating number, size, materials stored, and quantity of each material.	N/R-See Attachment	N/R-See Attachment
5	Building Area & Height	501-507	N/A	Provide the building area & height Provide all calculations and cite applicable code sections for increased Building Area & Heights allowed per building code(s).	N/A	Area: 2,870 Height: 21'4", Increasable to 27,000 Sq./Ft.
6	Incidental Use Areas	508.2	N/A	Identify all Incidental Use Areas and required fire separation of occupancies on Building Plans.	N/A	N/R-See Attachment

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
7	Mixed Occupancies	508.3	N/A	Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	N/R-See Attachment	N/R-See Attachment
8	Nonseparated Uses	508.3.2	N/A	Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	N/R-See Attachment	N/R-See Attachment
9	Separated Uses (Ratio < 1)	508.3.3	N/A	Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	N/R-See Attachment	N/R-See Attachment
10	Construction Classification	602	N/A	Provide Construction Classification per each building included in Application.	N/A	Type 5B Wood Frame-See Attachment
11	Fire Resistance Rating Reqm't for Building Elements	Table 601	N/A	Provide Fire Resistance Rating per each building element as per Table 601. Identify rating & elements on Building Plans.	N/R-See Attachment	N/R-See Attachment

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
12	Exterior Wall Fire-Resistance Rating	Table 602	N/A	Identify required fire resistance rating of exterior walls on Building Plan(s).	N/R-See Attachment	N/R-See Attachment
13	Exterior Fire Separation Distance	Table 602	N/A	Identify required fire separation distance of exterior walls between Buildings on Plan.	N/R-See Attachment	N/R-See Attachment
14	Fire Walls	705	N/A	Provide code information and identify all applicable required Fire Wall(s) and fire resistance requirement on Building Plans.	N/R-See Attachment	N/R-See Attachment
15	Fire Barriers	706	N/A	Provide code information and identify all applicable required Fire Barrier(s) and fire resistance requirement on Building Plans.	N/R-See Attachment	N/R-See Attachment
16	Shaft Enclosures	707	N/A	Provide code information and identify all applicable required Shaft Wall(s) and fire resistance requirement on Building Plans.	N/R-See Attachment	N/R-See Attachment
17	Fire Partitions	708	N/A	Provide code information and identify all applicable required Fire Partition(s) and fire resistance requirement on Building Plans.	N/R-See Attachment	N/R-See Attachment

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
18	Horizontal Assemblies	711	N/A	Provide code information and identify all applicable required Horizontal Assemblies and fire resistance requirement on Building Plans.	N/R-See Attachment	N/R-See Attachment
19	Fire Protection: Sprinkler System	903	N/A	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.	N/R-See Attachment	N/R-See Attachment
20	Alt. Fire Extinguishing System	904	N/A	Provide code information of all applicable requirements for Alternative Automatic Fire-Extinguishing Systems with code section(s) cited.	N/R-See Attachment	N/R-See Attachment
21	Standpipe System	905	N/A	Provide code information of all applicable requirements for Standpipe Systems with code section(s) cited.	N/R-See Attachment	N/R-See Attachment
22	Fire Alarm & Detection Systems	907	N/A	Provide code information of all applicable requirements for Fire Alarm System(s) with code section cited. Indicate Type of Fire Alarm System ☐ Addressable ☑ Hardwired (zoned)	YES-See Attachment	YES-See Attachment

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
23	Emergency Alarm System	908	N/A	Provide code information of all applicable requirements for Emergency Alarm Systems with code section cited.	N/R-See Attachment	N/R-See Attachment
24	Fire Department Connections	912	N/A	Identify Fire Department connections in accordance with NFPA applicable standard.	See Attachment	Backflow And Related Data Posted In Attachment
25	Exits	1001.1 &2	N/A	Identify on the Building Plans and documents, per each door, the following information: door width, door height, direction of swing, type of construction, hourly rating, and door closures.	See Attachment	36", outward swing, aluminum/glass, 0Hr, Auto Closures - See Attachment
26	Occupant Load	1004 & Table 1004.1.1	N/A	Identify the use/name of each room, dimensions of each room, and Occupant Loads per each room on the Building Plans.	See Attachment	See Attachment
27	Egress Width	1005	N/A	Provide egress widths & cite applicable code section(s) and requirement(s) on the Building Plans	44"	36"x2 = 72" - See Attached
28	Accessible Means of Egress	1007.1	N/A	Provide accessible means of egress as per Section 1007 & cite applicable code section(s) and requirement(s) on the Building Plans.	1 Egress-See Attached	2 Egresses- See Attached

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
29	Doors, Gates, and Turnstiles	1008	N/A	Means of egress doors shall meet the requirements of this section.	36"	36" Doors - See Attached
30	Interior Stairs	1009	N/A	Identify the following information for each stairway on the Building Plan(s): the width of stairways; the height, width, depth and number of risers and treads; dimensions of landings; stairway construction type; and handrail height.	N/R	N/A-No stairs
31	Ramps	1010.1	N/A	Identify the following information of each ramp, on the Building Plan(s): width; total vertical rise; length of ramp; and handrail height.	N/R - Outside Curb Handicapped Accessible	N/R Inside - Outside Curb Handicapped Accessible
32	Common Path of Travel	1014.3	N/A	Identify on the Building Plan(s): the length of the "Common Path of Travel" per each room as per applicable building code requirements.	1014.3 Compliant: <75Ft. Path For Group B-Layout	46', <75'-See Attachment
33	Exit Doorway Arrangement	1015	N/A	Identify on the Building Plan(s): applicable building code requirements for all Exits and Exit Access Doorways per each room and required exits in all buildings.	Type B-1015.1 Compliant Layout Exits (<49 people per single egress)	2 Egresses Provided- See Attachment
34	Corridor Fire Rating	1017.1	N/A	Identify, on the Building Plan(s): all corridors with required fire resistance and the applicable fire rating.	0 Hour	0 Hour-See Attached

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
35	Corridor Width	1017.2	N/A	Identify on the Building Plan(s): the width of all corridors. Provide applicable code section(s) and requirement(s).	44"	56" - See Attached Plan
36	Dead End Corridor	1017.3	N/A	Corridors shall not exceed the maximum dead end corridor length as per applicable code.	N/R	N/A
37	Number of Exits and Continuity	1019	N/A	Identify on the Building Plan(s): required number of exits, continuity and arrangement as per the applicable code requirements.	1 Exit	2 Exits - See Attached
38	Vertical Exit Enclosures	1020	N/A	Identify on the Building Plan(s): all applicable code requirements for each Vertical Exit Enclosure.	N/R	N/A-No Vertical Exits
39	Exit Passageways	1021	N/A	Identify on the Building Plan(s): all applicable code requirements for each Exit Passageway.	N/R	1 Exit Passageway/Corridor See Attachment
40	Horizontal Exits	1022	N/A	Identify on the Building Plan(s): all applicable code requirements for each Horizontal Exit.	N/R	N/R

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
41	Exterior Exit Ramps & Stairways	1023	N/A	Identify on the Building Plan(s): all applicable code requirements for each exterior exit ramps and stairways.	N/R	N/R-Neither Ramps Nor Stairways
42	Exit Discharge	1024	N/A	Identify on the Building Plan(s): all applicable code requirements for each Exit Discharge.	One	Two-See Attached
43	Accessibility	1101.1 - 1110 & ICC/A117. 1(03)	N/A	Identify on the Building Plan(s): all applicable code requirements such that the design and construction of each building/facility provides accessibility to physically disabled persons.	Full Compliance	Full ICCA/A117 Compliant Bathrooms, Ramp, Doors -See Attached
44	Energy Conservation	2010 NYS ECCC & IECC 2012	N/A	Identify the R-Value and U-Value of each construction component and assembly of the building envelope as required in the applicable energy and building code(s).	See Attached	Local Zoning Compliant R & U
45	Emergency & Standby Power	2702.1	N/A	Identify emergency & Standby Power locations and specifications of the system to be provided.	See Attached	See Attached
46	Smoke Control Systems	2702.2.2	N/A	Identify the Standby power for smoke control systems in accordance with Section 909.11 of NYS Building Code.	See Attached	See Attached

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
47	Plumbing Fixture Count	2902.1	N/A	Identify on the Building Plan(s): the minimum plumbing facilities as per applicable plumbing code(s).	See Attached	See Attached
48	Available Street Water Pressure		N/A	Provide the available street or well water pressure.	N/A	45PSI
49	Fire Apparatus Access Road	FC503.1	N/A	Identify on the Site Plan: Fire Apparatus Road, Fire Lane and other Fire Service requirements per applicable Building and Fire Codes.	See Attached	See Attached

Appendix

B-3

RO Application
DOH-5138
Medical Marihuana

Syracuse Architectural Details

Appendix B has been broken up into five sub sections for convenience and ease of accessibility for physical copies. Appendix B1-5 is broken down by real estate locations as follows:

1. **Appendix "B-1" Fairport Dispensary Architectural Plan**
2. **Appendix "B-2" Amherst Dispensary Architectural Plan**
3. **Appendix "B-3" Syracuse Dispensary Architectural Plan**
4. **Appendix "B-4" Rome Dispensary Architectural Plan**
5. **Appendix "B-5" Tonawanda Production Facility Architectural Plan**

"1004.6 b (11) evaluation of the applicant's proposed operating plan and suitability of the proposed manufacturing and dispensing facilities, including but not limited to the suitability of the location and architectural and engineering design of the proposed facilities. Department approval of the applicant's operating plan and architectural and engineering design of the proposed facilities shall be required for issuance of a registration."

LabCare has four dispensaries and one production facility located throughout NYS. Each facility has its own site plans, sketches, and full descriptions to fully comply with the following NYS DOH regulations:

"1004.6 B (11) architectural program and sketches of the applicant's proposed manufacturing and dispensing facility(ies) including the following:

(i) site plans;

(ii) schematic architectural and engineering design drawings and single line sketches in an appropriate scale showing the relationship of various buildings to each other, room configurations, major exit corridors, exit stair locations, and circulation along with existing buildings if additions or alterations are part of the project;

(iii)outline specifications for the type of construction proposed including a description of energy sources, type and location of engineering systems proposed for heating, cooling, ventilation and electrical distribution, water supply and sewage;"

In addition, LabCare and its representatives agree not to make any substantial alterations to the structure or architectural design of any building proposed, with the written approval of the DOH to remain complain with NYS DOH regulation:

"1004.10 8 (4) make substantial alterations to the structure or architectural design of a manufacturing or dispensing facility without prior written approval of the department"

This section is meant to coincide and act as support documentation for the Appendix B form provided by the DOH. In all cases we broke images down into smaller building plan layouts and site plans so they could be more visible read on an 8.5x11 sheet of paper, so it could be inserted and viewed properly as a combined pdf file.

LabCare's Onondaga County Syracuse Dispensary Facility Architectural Plan

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

Part I LabCare's Syracuse Dispensary Construction Timeline

Below is the construction timeline for our Syracuse dispensary. The entire site can be repaired to fully functional operation less than six weeks. This includes scheduling of security staff between each dispensary, outdoor signage, and all required repairs.

Syracuse Dispensary Facility Project Schedule

LabCare, Inc.

Project Lead:	Michael Chamberlain
Project Start Date:	License Issuance Date
Display Week:	1

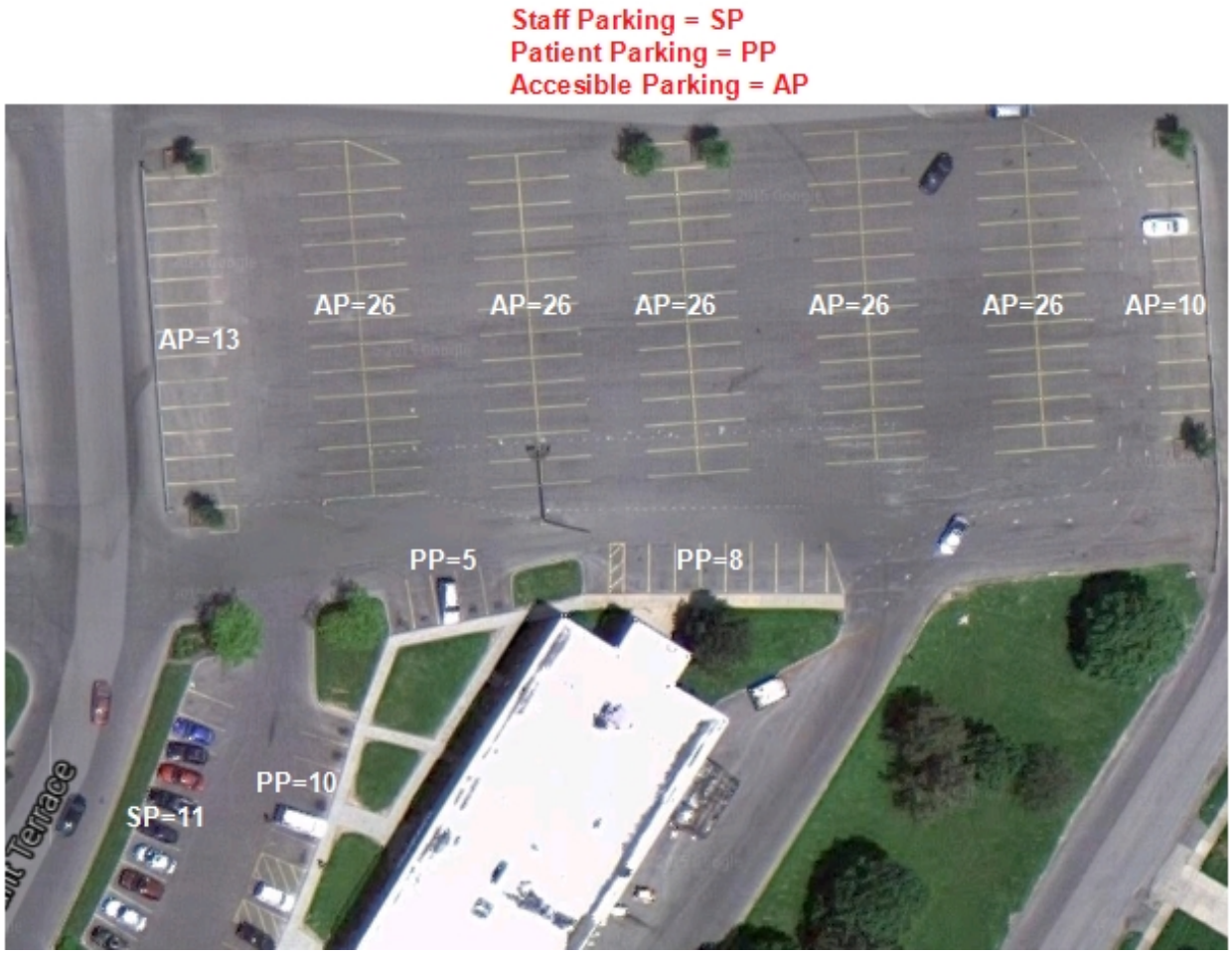
WBS	Task Description	Lead Agent	Company	Calendar Days To Process Task	Equipment Lead Time	Week 1							Week 2							Week 3							Week 4							Week 5							Week 6						
						M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S

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

Part II – Site Plan (Public Parking Spaces, Staff Parking Spaces, Accessible Parking Spaces)

"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."

There are 187 total parking spots in the immediate area of the plaza, with additional accessible parking within walking distance. There are 23 patient parking locations and 11 for staff.109 spots within the immediate parking lot of the Syracuse Facility. The dimensions and locations are listed below.



Part II – Percentage Of Green Space

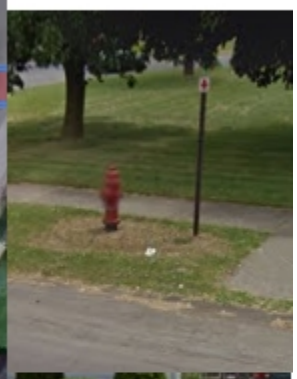
"Applicant shall provide the appropriate details for each of the following by identifying the location and dimension on the Site Plan attached to the application for each building location."

There is a total of 27% green space at the Syracuse Facility.

Part II – Fire Lane and/or Fire Apparatus Road

"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."

There are two fire hydrant shown on the map, along with the fire lane as required by the town ordinance. The fire lane has been highlighted in red for easier viewing, however the street curves slightly around the highlighted zone.



Part II – Loading And Unloading

"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."

Our Syracuse dispensary is located in a strip plaza without a shared loading and unloading zone. It does share a community truck entrance path for the plaza. Deliveries at the dispensary will be done by entry through the 'rear' facility door located on the back left side of the building near the staff parking. The section marked in light blue indicates the loading and unloading zones for this site. The dimensions and locations are listed below.

Part II – Accessible Routes

"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."

Our Syracuse dispensary has accessible routes inbound from Grant Terrace, Grant Blvd, and Swansea Dr. The routes into the plaza are marked with red arrows in the associated image below.

Part II – Entrances And Exits

"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."

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

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

Part III – Energy & Engineering

Each section of Part III for our Syracuse dispensary is filled out on the included Appendix B form, however ancillary support documents are included here.

Select Project Type And Work Involved

"Check all that apply"

This facility will not require any major construction changes. All changes to the building constitute minor 'repairs' to change for our specific use. The occupancy type does not change as well. All changes fall under 2010 NYS building code:

"402.1 Scope. Repairs, as defined in Chapter 2, include the patching or restoration or replacement of damaged materials, elements, equipment or fixtures for the purpose of maintaining such components in good or sound condition with respect to existing loads or performance requirements."

Code Compliance Review

"Applicant shall provide all applicable information in regards to the code topic and section below."

On the main Appendix B form as supplied by the NYS DOH is our Syracuse Facility actual values and required code values. However, in many instances a requirement for laying out the associated section on a site plan is required. In order to clearly comply with this requirement we have included this ancillary section to properly organize all of the required layouts.

#1: Use & Occupancy Classification NYS Building Code 302.1-312

"Use & occupancy of this facility. Identify all applicable materials, class, and quantities regarding Table 307.1"

Our Syracuse dispensing facility is listed under 304.1 Business Group B due to its previous status as a bank. Previously the original certification of occupancy was for a restaurant, before the site was converted to a bank and the occupancy changed to B. Our current use will not change the classification, and it will remain Group B as a dispensary as the best related category in the building code related to 'professional services' such as a dentist.

"304.1 Business Group B. Business Group B occupancy includes, among others, the use of a building or structure, or a portion thereof, for office, professional or service-type transactions, including storage of records and accounts. Business occupancies shall include, but not be limited to, the following: banks, professional services (architects, attorneys, dentists, physicians, engineers, etc.)"

#2, #3, #4: Use & Occupancy Classification NYS Building Code 302.1-312

Our Syracuse dispensing facility will not have any combustible storage, hazardous materials, and thus require no hazardous material storage areas. This is compliant with local and state laws regarding this facility.

#5: Building Area And Height NYS Building Code 501-507

"Provide the building area & height. Provide all calculations and cite applicable code sections for increased Building Area & Heights allowed per building code"

This facility will not have any modifications to the building height or area. It will be internal repairs only. The building area is 3,051 square feet with a height of 16'7" as pictured below. It is Type 2B with an automatic sprinkler system. The base increasable size is 23,000 square with no sprinkler expansion. However, there is not enough practical room to expand to this size, and the formula is tabular, plus perimeter.

TABLE 503 ALLOWABLE HEIGHT AND BUILDING AREAS[a]

Height limitations shown as stories and feet above grade plane. Area limitations as determined by the definition of 'Area, building,' per story

		TYPE OF CONSTRUCTION								
		TYPE I		TYPE II		TYPE III		TYPE IV	TYPE V	
		A	B	A	B	A	B	HT	A	B
GROUP	HGT(feet) HGT(S)	UL	160	65	55	65	55	65	50	40
A-1	S	UL	5	3	2	3	2	3	2	1
	A	UL	UL	15,500	8,500	14,000	8,500	15,000	11,500	5,500
A-2	S	UL	11	3	2	3	2	3	2	1
	A	UL	UL	15,500	9,500	14,000	9,500	15,000	11,500	6,000
A-3	S	UL	11	3	2	3	2	3	2	1
	A	UL	UL	15,500	9,500	14,000	9,500	15,000	11,500	6,000
A-4	S	UL	11	3	2	3	2	3	2	1
	A	UL	UL	15,500	9,500	14,000	9,500	15,000	11,500	6,000
A-5	S	UL	UL	UL	UL	UL	UL	UL	UL	UL
	A	UL	UL	UL	UL	UL	UL	UL	UL	UL
B	S	UL	11	5	4	5	4	5	3	2
	A	UL	UL	37,500	23,000	28,500	19,000	36,000	18,000	9,000

504.2 Automatic sprinkler system increase. Where a building is equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1, the value specified in Table 503 for maximum height is increased by 20 feet (6096 mm) and the maximum number of stories is increased by one. These increases are permitted in addition to the area increase in accordance with Sections 506.2 and 506.3. For Group R buildings equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.2, the value specified in Table 503 for maximum height is increased by 20 feet (6096 mm) and the maximum number of stories is increased by one, but shall not exceed 60 feet (18 288 mm) or four stories, respectively.

506.2 Frontage increase. Every building shall adjoin or have access to a public way to receive an area increase for frontage. Where a building has more than 25 percent of its perimeter on a public way or open space having a minimum width of 20 feet (6096 mm), the frontage increase shall be determined in accordance with the following:

$$If = [\ F/P - 0.25\ ](W/30) \quad \text{(Equation 5-2)}$$

where:

If = Area increase due to frontage.

F = Building perimeter that fronts on a public way or open space having 20 feet (6096 mm) open minimum width (feet).

P = Perimeter of entire building (feet).

W = Width of public way or open space (feet) in accordance with Section 506.2.1.

506.3 Automatic sprinkler system increase. Where a building is equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1, the area limitation in Table 503 is permitted to be increased by an additional 200 percent (Is = 2) for buildings with more than one story above grade plane and an additional 300 percent (Is = 3) for buildings with no more than one story above grade plane. These increases are permitted in addition to the height and story increases in accordance with Section 504.2.

506.4 Area determination. The maximum area of a building with more than one story above grade plane shall be determined by multiplying the allowable area of the first story (Aa), as determined in Section 506.1, by the number of stories above grade plane as listed below:

1. For buildings with two stories above grade plane, multiply by 2;
2. For buildings with three or more stories above grade plane, multiply by 3; and
3. No story shall exceed the allowable area per story (Aa), as determined in Section 506.1, for the occupancies on that story.

#6: Incidental Use Areas NYS Building Code 508.2

"Identify all Incidental Use Areas and required fire separation of occupancies on Building Plans."

This facility has no incidental use areas that require fire separation

TABLE 508.2 INCIDENTAL USE AREAS

ROOM OR AREA	SEPARATION AND/OR PROTECTION
Furnace room where any piece of equipment is over 400,000 Btu per hour input	1 hour or provide automatic fire-extinguishing system
Rooms with boilers where the largest piece of equipment is over 15 psi and 10 horsepower	1 hour or provide automatic fire-extinguishing system
Refrigerant machinery rooms	1 hour or provide automatic sprinkler system
Parking garage (Section 406.2)	2 hours; or 1 hour and provide automatic fire-extinguishing system
Hydrogen cut-off rooms, not classified as Group H	1-hour in Group B, F, M, S and U occupancies. 2-hour in Group A, E, I and R occupancies.
Incinerator rooms	2 hours and automatic sprinkler system
Paint shops, not classified as Group H, located in occupancies other than Group F	2 hours; or 1 hour and provide automatic fire-extinguishing system
Laboratories and vocational shops, not classified as Group H, located in Group E or I-2 occupancies	1 hour or provide automatic fire-extinguishing system
Laundry rooms over 100 square feet	1 hour or provide automatic fire-extinguishing system
Storage rooms over 100 square feet[b]	1 hour or provide automatic fire-extinguishing system
Group I-3 cells equipped with padded surfaces	1 hour
Group I-2 waste and linen collection rooms	1 hour
Waste and linen collection rooms over 100 square feet	1 hour or provide automatic fire-extinguishing system
Stationary storage battery systems having a liquid capacity of more than 100 gallons used for facility standby power, emergency power or uninterrupted power supplies	1-hour in Group B, F, M, S and U occupancies. 2-hour in Group A, E, I and R occupancies.

#9: Separated Uses NYS Building Code 508.3

"Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s)."

This facility shares a 2 hour separation wall with the adjacent business tenant and is compliant with local fire code. As a type 2B, group B, there is no fire wall requirement.

TABLE 508.3.3 REQUIRED SEPARATION OF OCCUPANCIES (HOURS)

	A[e], E[e]		I		R[d]		B[b]		F-2, S-2[c,d],U[d]		M[b]		F-1, S-1		H-1		H-2		H-3, H-4, H-5	
OCCUPANCY	S	NS	S	NS	S	NS	S	NS	S	NS	S	NS	S	NS	S	NS	S	NS	S	NS
A[e], E[e]	N	N	1	2	1	2	1	2	N	1	1	2	1	2	NP	NP	3	4	2	3[a]
I	-	-	N	N	1	NP	1	2	1	2	1	2	1	2	NP	NP	3	NP	2	NP
R[d]	-	-	-	-	N	N	1	2	1	2	1	2	1	2	NP	NP	3	NP	2	NP
B[b]	-	-	-	-	-	-	N	N	1	2	1	2	1	2	NP	NP	2	3	1	2[a]
F-2, S-2[c,d], U[d]	-	-	-	-	-	-	-	-	N	N	1	2	1	2	NP	NP	3	4	2	3[a]
M[b]	-	-	-	-	-	-	-	-	-	-	N	N	1	2	NP	NP	2	3	1	2[a]
F-1, S-1	-	-	-	-	-	-	-	-	-	-	-	-	N	N	NP	NP	2	3	1	2[a]
H-1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N	NP	NP	NP	NP	NP
H-2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N	NP	1	NP
H-3, H-4, H-5	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N	NP

#10: Construction Classification NYS Building Code 602

"Provide construction classification per each building included in the Application."

Our Syracuse dispensary is classified as "Type 2B" according to building code 602 as shown below:

#11: Fire Resistance Rating For Building Elements NYS Building Table 601

"Provide Fire Resistance Rating per each building element as per Table 601. Identify rating & elements on Building Plans"

Our Syracuse dispensary is classified as "Type 2B" according to building code 602, and according to Table 601 requires 0 hours for the fire resistant rating requirements, and thus is not applicable and not required to be show on building plans.

TABLE 601 FIRE-RESISTANCE RATING REQUIREMENTS FOR BUILDING ELEMENTS (hours)

BUILDING ELEMENT	TYPE I		TYPE II		TYPE III		TYPE IV	TYPE V	
	A	B	A[e]	B	A[e]	B	HT	A[e]	B
Structural frame[a]	3[b]	2[b]	1	0	1	0	HT	1	0
Bearing walls									
Exterior[g]	3	2	1	0	2	2	2	1	0
Interior	3[b]	2[b]	1	0	1	0	1/HT	1	0
Nonbearing walls and partitions Exterior	See Table 602								
Nonbearing walls and partitions Interior[f]	0	0	0	0	0	0	See Section 602.4.6	0	0
Floor construction Including supporting beams and joists	2	2	1	0	1	0	HT	1	0
Roof construction Including supporting beams and joists	$1^1/_2$[c]	1[c, d]	1[c, d]	0[d]	1[c, d]	0[c, d]	HT	1[c, d]	0

#12 & #13: Exterior Wall Fire Resistance Rating/Separation Table 602

"Identify required fire resistance rating of exterior walls on Building Plan. Identify fire separation distance of exterior walls between builds on Plan."

Below is table 602 from the NYS 2010 construction code. Our Syracuse facility is type 2B with occupancy group B. The interior adjacent wall in the plaza has a 2hr fire rating, and a 0hr fire rating for the exterior. The 0hr firewall is shown in grey and the 2hr separation firewall is in dark red on the diagram below.

SECTION 602 CONSTRUCTION CLASSIFICATION

TABLE 602 FIRE-RESISTANCE RATING REQUIREMENTS FOR EXTERIOR WALLS BASED ON FIRE SEPARATION DISTANCE[a, e]

FIRE SEPARATION DISTANCE = X (feet)	TYPE OF CONSTRUCTION	OCCUPANCY GROUP H	OCCUPANCY GROUP F-1, M, S-1	OCCUPANCY GROUP A, B, E, F-2, I, R, S-2, U[b]
X<5[c]	All	3	2	1
5£X<10	IA	3	2	1
	Others	2	1	1
10£X<30	IA, IB	2	1	1[d]
	IIB, VB	1	0	0
	Others	1	1	1[d]
X³30	All	0	0	0

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

#14, #15: Fire Walls And Fire Barriers

"Provide code information and identify all applicable required Fire Walls and fire resistance requires on Building Plans. Provide code information and identify all applicable required Fire Barriers and fire resistance requires on Building Plans.""

Our Syracuse facility complies with 70 and 706 of NYS building code of building separation requirements. The firewall located on the diagram in # 9 is Roxul firewall 2HR hour fire rated for both sides.

"705.1 General. Each portion of a building separated by one or more fire walls that comply with the provisions of this section shall be considered a separate building. The extent and location of such fire walls shall provide a complete separation. Where a fire wall also separates occupancies that are required to be separated by a fire barrier wall, the most restrictive requirements of each separation shall apply."

TABLE 706.3.9 FIRE-RESISTANCE RATING REQUIREMENTS FOR FIRE BARRIER ASSEMBLIES BETWEEN FIRE AREAS

OCCUPANCY GROUP	FIRE-RESISTANCE RATING (hours)
H-1, H-2	4
F-1, H-3, S-1	3
A, B, E, F-2, H-4, H-5, I, M, R, S-2	2
U	1

#16, #17, #18: Shaft Enclosures, Fire Partitions, Horizontal Assemblies NYS Code 707,708, 711

"Provide code information and identify all applicable required Shaft Wall(s) and fire resistance requirement on Building Plans. Provide code information and identify all applicable required Fire Partition(s) and fire resistance requirement on Building Plans. Provide code information and identify all applicable required Horizontal Assemblies and fire resistance requirement on Building Plans."

Our Syracuse facility does not require vertical shafts and so section 707 is not applicable.

"707.1 General. The provisions of this section shall apply to vertical shafts where such shafts are required to protect openings and penetrations through floor/ceiling and roof/ceiling assemblies. Shaft enclosures shall be constructed as fire barriers in accordance with Section 706 or horizontal assemblies in accordance with Section 711, or both."

Our Syracuse dispensary does not require fire partitions and so section 708 is not applicable.

"708.1 General. The following wall assemblies shall comply with this section: Walls separating dwelling units in the same building. Walls separating sleeping units in occupancies in Group R-1 hotel, R-2 and I-1 occupancies. Walls separating tenant spaces in covered mall buildings as required by Section 402.7.2. Corridor walls as required by Section 1017.1. Elevator lobby separation as required by Section 707.14.1. or residential aircraft hangars."

Our Syracuse dispensary does not require horizontal assemblies and so section 711 is not applicable.

"711.1 General. Floor and roof assemblies required to have a fire-resistance rating shall comply with this section."

#19: Fire Protection: Sprinkler System NYS Building Code 2902.1

"Indicate Type Of Sprinkler System and provide code information of all applicable requirements for Automatic Sprinkler Systems with code section cited"

This building does not require or have a sprinkler system.

#20: Alt. Fire Extinguishing System NYS Building Code 904

"Provide code information of all applicable requirements for Alternative Automatic Fire-Extinguishing Systems with code section(s) cited."

Our Syracuse dispensary does not require a sprinkler or alternate fire extinguisher system due to the

combination of occupancy and construction type.

"904.2 Where required. Automatic fire-extinguishing systems installed as an alternative to the required automatic sprinkler systems of Section 903 shall be approved by the code enforcement official. Automatic fire-extinguishing systems shall not be considered alternatives for the purposes of exceptions or reductions allowed by other requirements of this code."

#21: Standpipe System NYS Building Code 905

"Provide code information of all applicable requirements for Standpipe Systems with code section(s) cited."

Our Syracuse dispensary features does not require a standpipe system due its facility height being under the required specifications listed in NYS building code 905.

"905.3 Required installations. Standpipe systems shall be installed where required by Sections 905.3.1 through 905.3.7 and in the locations indicated in Sections 905.4, 905.5 and 905.6. Standpipe systems are allowed to be combined with automatic sprinkler systems.
905.3.1 Building height. Class III standpipe systems shall be installed throughout buildings where the floor level of the highest story is located more than 30 feet (9144 mm) above the lowest level of the fire department vehicle access, or where the floor level of the lowest story is located more than 30 feet (9144 mm) below the highest level of fire department vehicle access."

#22: Fire Alarm Detection System NYS Building Code 907

"Provide code information of all applicable requirements for Fire Alarm Systems with code section cited"

Our Syracuse dispensing facility does not contain a fire alarm detection system. This section is not required.

" 907.1.1 Construction documents. Construction documents for fire alarm systems shall be submitted for review and approval prior to system installation. Construction documents shall include, but not be limited to, all of the following:

1. A floor plan which indicates the use of all rooms.
2. Locations of alarm-initiating and notification appliances.
3. Alarm control and trouble signaling equipment.
4. Annunciation.
5. Power connection.
6. Battery calculations.
7. Conductor type and sizes.
8. Voltage drop calculations.
9. Manufacturers, model numbers and listing information for equipment, devices and materials.
10. Details of ceiling height and construction.
11. The interface of fire safety control functions."

#23: Emergency Alarm System NYS Building Code 908

"Provide code information of all applicable requirements for Emergency Alarm Systems with code section cited."

Our Syracuse dispensary is a Group B occupancy, not Group H, therefore it is not required to have an

emergency alarm system as put forth in NYS building code 908.

"908.1 Group H occupancies. Emergency alarms for the detection and notification of an emergency condition in Group H occupancies shall be provided in accordance with Section 414.7."

"414.7 Emergency alarms. Emergency alarms for the detection and notification of an emergency condition in Group H occupancies shall be provided as set forth herein"

#24: Fire Department Connections NYS Building Code 912

"Identify Fire Department connections in accordance with NFPA applicable standards."

Our Syracuse dispensary is located on Grant St, which has fire hydrant and other fire department connections that fully comply with section 912 of the NYS building code. Our facility does not have backflow protection, as there is no sprinkler system. All ancillary requirements such as location, signage, locking hydrant caps externally are well marked. Below are the fire code cited references and images showing the backflow protection system.

"912.1 Installation. Fire department connections shall be installed in accordance with the NFPA standard applicable to the system design and shall comply with Sections 912.2 through 912.5.

912.2 Location. With respect to hydrants, driveways, buildings and landscaping, fire department connections shall be so located that fire apparatus and hose connected to supply the system will not obstruct access to the buildings for other fire apparatus. The location of fire department connections shall be approved.

912.2.1 Visible location. Fire department connections shall be located on the street side of buildings, fully visible and recognizable from the street or nearest point of fire department vehicle access or as otherwise approved by the code enforcement official.

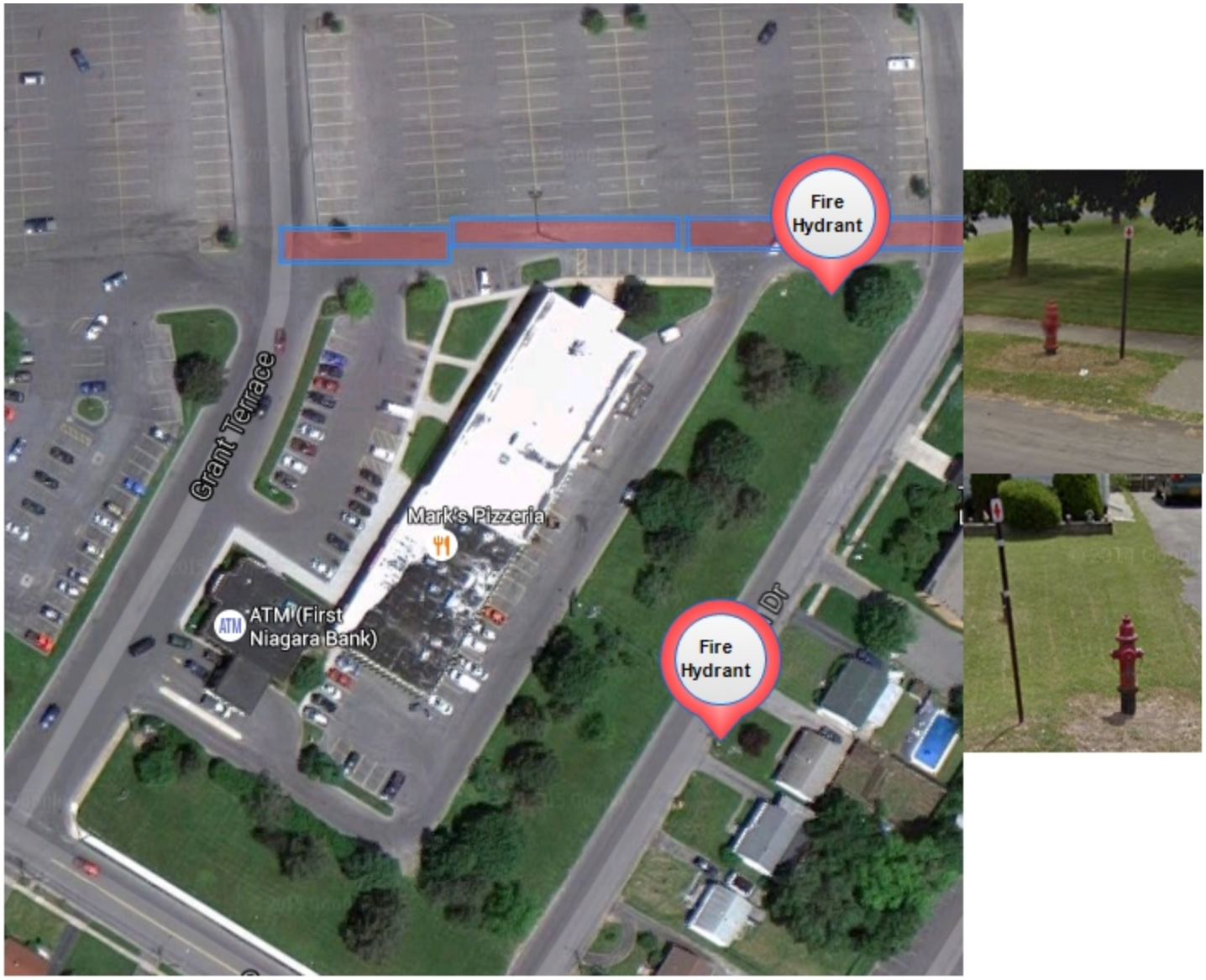
912.2.2 Existing buildings. On existing buildings, wherever the fire department connection is not visible to approaching fire apparatus, the fire department connection shall be indicated by an approved sign mounted on the street front or on the side of the building. Such sign shall have the letters "FDC" at least 6 inches (152 mm) high and words in letters at least 2 inches (51 mm) high or an arrow to indicate the location. All such signs shall be subject to the approval of the code enforcement official.

912.3 Access. Immediate access to fire department connections shall be maintained at all times and without obstruction by fences, bushes, trees, walls or any other object for a minimum of 3 feet (914 mm).

912.3.1 Locking fire department connection caps. The code enforcement official is authorized to require locking caps on fire department connections for water-based fire protection systems where the responding fire department carries appropriate key wrenches for removal.

912.4 Signs. A metal sign with raised letters at least 1 inch (25 mm) in size shall be mounted on all fire department connections serving automatic sprinklers, standpipes or fire pump connections. Such signs shall read: AUTOMATIC SPRINKLERS, STANDPIPES or TEST CONNECTION, or a combination thereof as applicable.

912.5 Backflow protection. The potable water supply to automatic sprinkler and standpipe systems shall be protected against backflow as required by the Plumbing Code of New York State."



#25: Exits NYS Building Code 1001.1 & 2

"Identify on the Building Plans and documents, per each door, the following information: door width, door height, direction of swing, type of construction, hourly rating, and door closure"

Below is a copy of the door dimensions, hourly rating, swing type, door closer, and all information required for #25, as it relates to:

"1001.1 General. Buildings or portions thereof shall be provided with a means of egress system as required by this chapter. The provisions of this chapter shall control the design, construction and arrangement of means of egress components required to provide an approved means of egress from structures and portions thereof.

1001.2 Minimum requirements. It shall be unlawful to alter a building or structure in a manner that will reduce the number of exits or the capacity of the means of egress to less than required by this code."

This information is shown in #17 and in the ancillary diagrams below (door width 36", doors swing outward, etc.).

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

#26: Occupancy Load Building Code 1004 And Table 1004.1

"Identify the use/name of each room, dimensions of each room, and occupant loads per each room on the Building Plans"

Each room is identified on the plans with use, dimensions, and occupancy load per room. The maximum occupancy load for this building based up each rooms use is 24 for employees and a maximum of 49 with visitor use.

"1004.1 Design occupant load. In determining means of egress requirements, the number of occupants for whom means of egress facilities shall be provided shall be determined in accordance with this section. Where occupants from accessory areas egress through a primary space, the calculated occupant load for the primary space shall include the total occupant load of the primary space plus the number of occupants egressing through it from the accessory area.

"1004.1.1 Areas without fixed seating. The number of occupants shall be computed at the rate of one occupant per unit of area as prescribed in Table 1004.1.1. For areas without fixed seating, the occupant load shall not be less than that number determined by dividing the floor area under consideration by the occupant per unit of area factor assigned to the occupancy as set forth in Table 1004.1.1. Where an intended use is not listed in Table 1004.1.1, the code enforcement official shall establish a use based on a listed use that most nearly resembles the intended use."

Below is a truncated version of Table 1004.1.1 as it relates to this dispensary

Function Of Space	Floor Area In Sq. Ft. Per Occupant
Business Areas	100 gross

"1004.2 Increased occupant load. The occupant load permitted in any building, or portion thereof, is permitted to be increased from that number established for the occupancies in Table 1004.1.1, provided that all other requirements of the code are also met based on such modified number and the occupant load does not exceed one occupant per 7 square feet (0.65 m^2) of occupiable floor space. Where required by the code enforcement official, an approved aisle, seating or fixed equipment diagram substantiating any increase in occupant load shall be submitted. Where required by the code enforcement official, such diagram shall be posted."

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

27 And #28: Egress Width And Accessible Means Of Egress NYS Building Code 1005 and 1007.1

"Provide egress widths & cite applicable code section(s) and requirement(s) on the Building Plans"

"Provide accessible means of egress as per Section 1007 & cite applicable code section(s) and requirement(s) on the Building Plans."

The Syracuse dispensary complies with all local and state code regarding egress width and accessibility, according to table 1005.1 and 1007.1. There are two egresses in the facility, although only one is required by code. Our facility occupancy is 49, with 0.2 inches per occupant through non-stairway egresses is 9.8" of required egress out of 90" available egress.

"1005.1 Minimum required egress width. The means of egress width shall not be less than required by this section. The total width of means of egress in inches (mm) shall not be less than the total occupant load served by the means of egress multiplied by the factors in Table 1005.1 and not less than specified elsewhere in this code. Multiple means of egress shall be sized such that the loss of any one means of egress shall not reduce the available capacity to less than 50 percent of the required capacity. The maximum capacity required from any story of a building shall be maintained to the termination of the means of egress.

"1007.1 Accessible means of egress required. Accessible means of egress shall comply with this section. Accessible spaces shall be provided with not less than one accessible means of egress. Where more than one means of egress is required by Section 1015.1 or 1019.1 from any accessible space, each accessible portion of the space shall be served by not less than two accessible means of egress."

TABLE 1005.1 EGRESS WIDTH PER OCCUPANT SERVED

	WITHOUT SPRINKLER SYSTEM		WITH SPRINKLER SYSTEM[a]	
OCCUPANCY	Stairways (inches per occupant)	Other egress components (inches per occupant)	Stairways (inches per occupant)	Other egress components (inches per occupant)
Occupancies other than those listed below	0.3	0.2	0.2	0.15

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

29: Doors, Gates, And Turnstiles NYS Building Code 1008

"Means of egress doors shall meet the requirements of this section."

The Syracuse dispensary complies with all local and state code regarding egress doors. There are no gates or turnstiles at this facility. All doors feature appropriate exit devices.

"1008.1 Doors. Means of egress doors shall meet the requirements of this section. Doors serving a means of egress system shall meet the requirements of this section and Section 1018.2. Doors provided for egress purposes in numbers greater than required by this code shall meet the requirements of this section.

Means of egress doors shall be readily distinguishable from the adjacent construction and finishes such that the doors are easily recognizable as doors. Mirrors or similar reflecting materials shall not be used on means of egress doors. Means of egress doors shall not be concealed by curtains, drapes, decorations or similar materials.

1008.1.1 Size of doors. The minimum width of each door opening shall be sufficient for the occupant load thereof and shall provide a clear width of not less than 32 inches (813 mm). Clear openings of doorways with swinging doors shall be measured between the face of the door and the stop, with the door open 90 degrees (1.57 rad). Where this section requires a minimum clear width of 32 inches (813 mm) and a door opening includes two door leaves without a mullion, one leaf shall provide a clear opening width of 32 inches (813 mm). The maximum width of a swinging door leaf shall be 48 inches (1219 mm) nominal. Means of egress doors in a Group I-2 occupancy used for the movement of beds shall provide a clear width not less than 41.5 inches (1054 mm). The height of doors shall not be less than 80 inches (2032 mm).

As both stated and shown in earlier sections on doors, all external egress doors are 36", with internal doors of 32". All doors are clearly visible and distinguishable from the background. No doors are concealed or made of mirror like substances.

30: Interior Stairs NYS Building Code 1009

"Identify the following information for each stairway on the Building Plan(s): the width of stairways; the height, width, depth and number of risers and treads; dimensions of landings; stairway construction type; and handrail height."

The Syracuse dispensary does not contain any stairs, so this question is not applicable.

#31: Ramps NYS Building Code 10010.1

"Identify the following information of each ramp, on the Building Plan(s): width; total vertical rise; length of ramp; and handrail height."

The Syracuse dispensary has two handicapped accessible curb ramps. One for the main facility parking lot and building entrance, and another for ancillary parking. Both ramps are marked on the building plan, and both ramps share the same vertical rise and length of ramp. There is no ramp in the actual building, so provision 10010 doesn't apply due to the exception, except in regards to ICC/ANSI A117.1 compliance. The curb ramps are ICC/ANSI A1171 compliant.

"1010.1 Scope. The provisions of this section shall apply to ramps used as a component of a means of egress. Exceptions: 2. Curb ramps shall comply with ICC/ANSI A117.1."

Below are the ICC/ANSI A117.1 excerpts that pertain to our Syracuse Dispensaries curbs:

"406.3 Sides of Curb Ramps. Where provided, curb ramp flares shall not be steeper than 1:10.
406.4 Width. Curb Ramps shall be 36 inches minimum in width, exclusive of flared sides
406.5 Floor Surface. Floor surfaces of curb ramps shall comply with section 302
406.6 Location. Curb Ramps and the flared sides of the curb ramps shall be located so they do not Curb ramps and the flared sides of curb ramps shall be located so they do not project into vehicular traffic lanes, parking spaces, or parking access aisles. Curb ramps at marked crossings shall be wholly contained within the markings, excluding any flared sides.
406.7 Landings shall be provided at the tops of curb ramps. The clear length of the landing shall be 36 inches (915 mm) minimum. The clear width of the landing shall be at least as wide as the curb ramp, excluding flared sides, leading to the landing.
406.8 Obstructions. Curb ramps shall be located or protected to prevent their obstruction by parked vehicles.
406.9 Handrails. Handrails are not required on curb ramps."

Our proposed facilities curbs have a 38" wide ramp that flares in such a way as to not project into traffic, with clear landings and the slope is 1:6, under the requirement of 1:10. Note: no handrails are need as per this compliant specification.

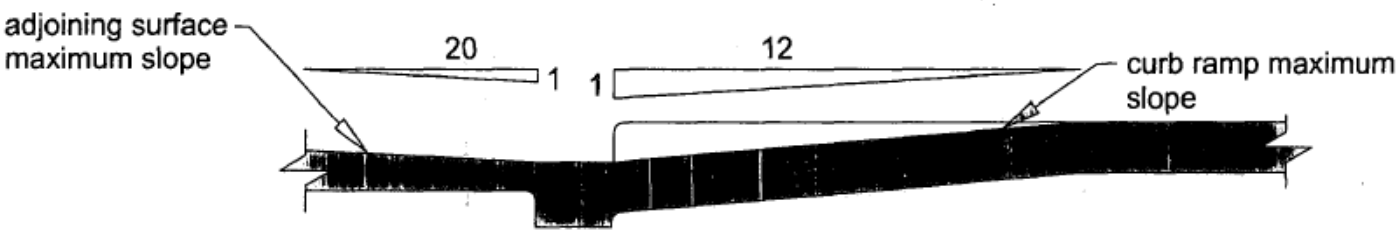
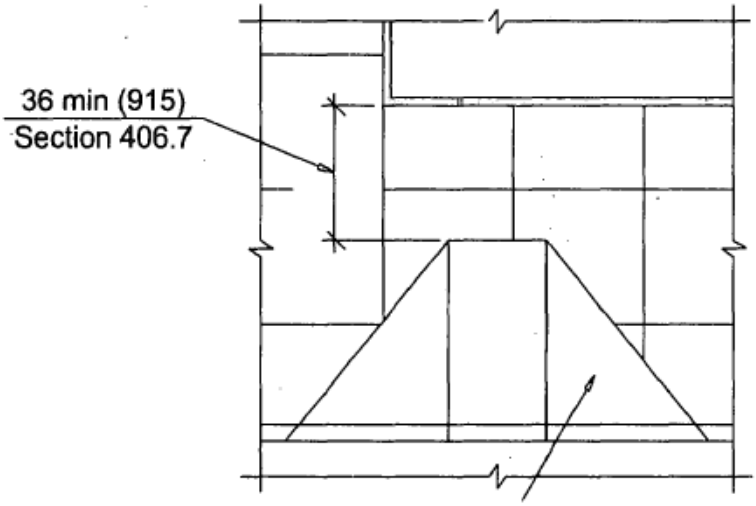
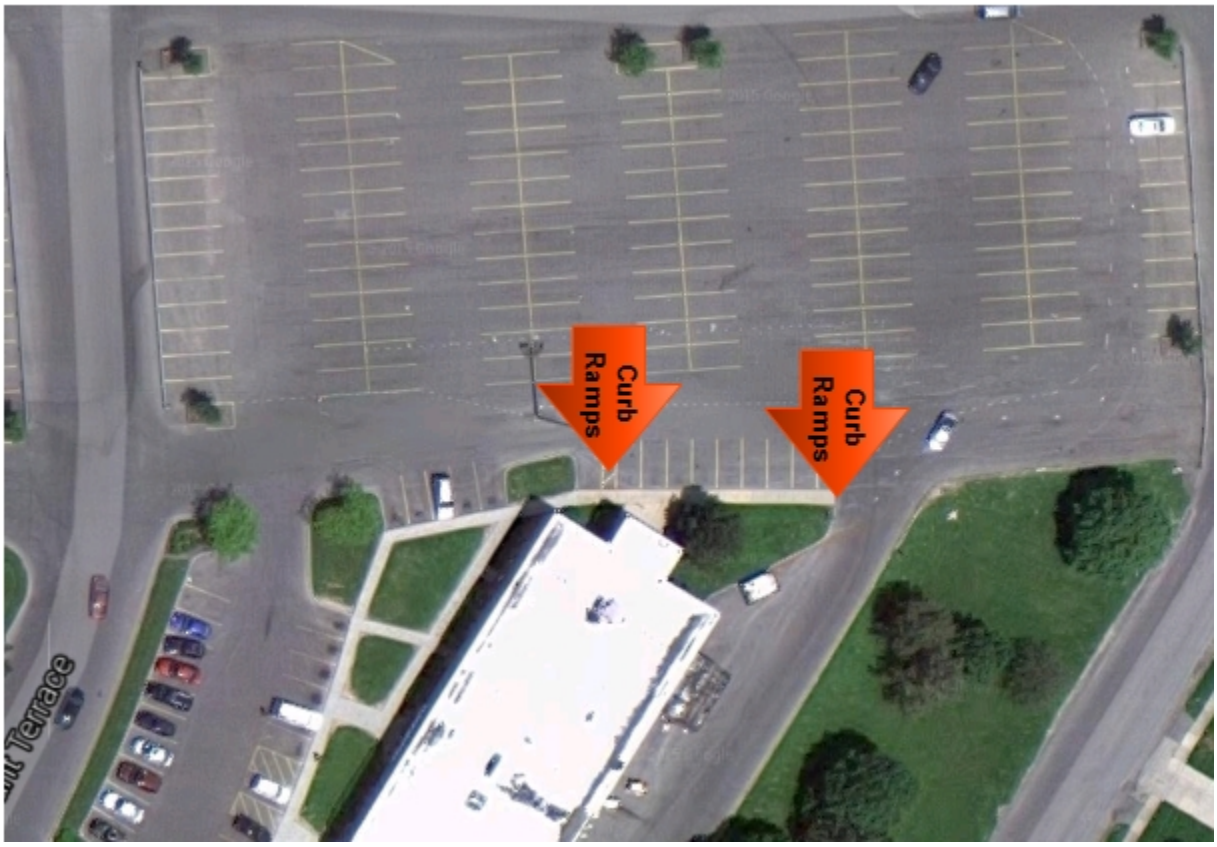


Fig. 406.2
Counter Slope of Surfaces Adjacent to Curb Ramps





#32: Common Path Of Travel NYS Building Code 1014.3

"Identify on the Building Plan(s): the length of the "Common Path of Travel" per each room as per applicable building code requirements."

The Syracuse dispensary is a Group B with an egress travel limit of 75ft. All rooms are under 75ft of travel to the nearest egress as shown on the layout below, with the max distance being 46ft.

"1014.3 Common path of egress travel. In occupancies other than Groups H-1, H-2 and H-3, the common path of egress travel shall not exceed 75 feet (22 860 mm). In Group H-1, H-2 and H-3 occupancies, the common path of egress travel shall not exceed 25 feet (7620 mm). For common path of egress travel in Group A occupancies having fixed seating, see Section 1025.8."

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

#33: Exit Doorway Arrangement NYS Building Code 1014.3

"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."

This facility is a Group B occupancy with a max occupants of 49, which requires two egresses for the facility. Both of which are shown on the plan below, along with each rooms occupancy value

"1015.1 Exit or exit access doorways required. Two exits or exit access doorways from any space shall be provided where one of the following conditions exists:
1. The occupant load of the space exceeds the values in Table 1015.1.
2. The common path of egress travel exceeds the limitations of Section 1014.3.
3. Where required by Sections 1015.3, 1015.4 and 1015.5."

TABLE 1015.1 SPACES WITH ONE MEANS OF EGRESS

OCCUPANCY	MAXIMUM OCCUPANT LOAD
A, B,E[a], F, M, U	49
H-1, H-2, H-3	3
H-4, H-5, I-1, I-3, I-4, R	10
S	29

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

#33: Corridor Fire Rating NYS Building Code 1017.1

"Identify, on the Building Plan(s): all corridors with required fire resistance and the applicable fire rating."

The Syracuse dispensary is a Type 2B, which requires 0 hour fire rating for corridors, with service to less than 30 load served by corridor. This question is not applicable.

TABLE 1017.1 CORRIDOR FIRE-RESISTANCE RATING

OCCUPANCY	OCCUPANT LOAD SERVED BY CORRIDOR	REQUIRED FIRE-RESISTANCE RATING (hours)	
		Without sprinkler system	With sprinkler system[c]
H-1, H-2, H-3	All	Not Permitted	1
H-4, H-5	Greater than 30	Not Permitted	1
A, B, E, F, M, S, U	Greater than 30	1	0
R	Greater than 10	Not Permitted	0.5
I-2[a], I-4	All	Not Permitted	0
I-1, I-3	All	Not Permitted	1[b]

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

#35: Corridor Width NYS Building Code 1017.2

"Identify on the Building Plan(s): the width of all corridors. Provide applicable code section(s) and requirement(s)."

The Syracuse dispensary has one side corridor with a width of 56". This complies with NYS building code 1017.2, as it is above 44". See the image in #33

"1017.2 Corridor width. The minimum corridor width shall be as determined in Section 1005.1, but not less than 44 inches (1118 mm)."

#36: Corridor Width NYS Building Code 1017.3

"Corridors shall not exceed the maximum dead end corridor length as per applicable code.

This site has no dead end corridors. This section is not applicable.

#37: Number of Exits and Continuity NYS Building Code 1019

"Identify on the Building Plan(s): required number of exits, continuity and arrangement as per the applicable code requirements."

The Syracuse dispensary has two exits, but its occupancy load and type 5B requires only one. It is a single story facility.

TABLE 1019.1 MINIMUM NUMBER OF EXITS FOR OCCUPANT LOAD

OCCUPANT LOAD (persons per story)	MINIMUM NUMBER OF EXITS (per story)
1-500	2
501-1,000	3
More than 1,000	4

"1019.1 Minimum number of exits. All rooms and spaces within each story shall be provided with and have access to the minimum number of approved independent exits required by Table 1019.1 based on the occupant load of the story, except as modified in Section 1015.1 or 1019.2. For the purposes of this chapter, occupied roofs shall be provided with exits as required for stories. The required number of exits from any story, basement or individual space shall be maintained until arrival at grade or the public way."

#38: Vertical Exit Enclosures NYS Building Code 1020

"Identify on the Building Plan(s): all applicable code requirements for each Vertical Exit Enclosure."

The Syracuse dispensary has no vertical exit enclosures. These section is not applicable.

#39: Exit Passageways NYS Building Code 1021

"Identify on the Building Plan(s): all applicable code requirements for each Exit Passageway"

The Syracuse dispensary has one egress passageway that also serves as a corridor. It is marked below in highlighted blue. This passageway will remain unobstructed at all times as a matter of our facility operating plan.

"1021.1 Exit passageway. Exit passageways serving as an exit component in a means of egress system shall comply with the requirements of this section. An exit passageway shall not be used for any purpose other than as a means of egress."

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

#41: Exterior Exit Ramps & Stairways NYS Building Code 1023

"Identify on the Building Plan(s): all applicable code requirements for each Horizontal Exit."

The Syracuse dispensary has no exterior exit ramps or stairways.

#42: Exit Discharge NYS Building Code 1023

"1024.1 General. Exits shall discharge directly to the exterior of the building. The exit discharge shall be at grade or shall provide direct access to grade. The exit discharge shall not reenter a building."

The Syracuse dispensary has two exit discharges as identified below.

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

#43: Accessibility 1101.1-1110 & ICC/A117.1(03)

"Identify on the Building Plan(s): all applicable code requirements such that the design and construction of each building/facility provides accessibility to physically disabled persons."

The Syracuse dispensary has a curb type handicapped accessible ramp, and handicapped accessible front door width. Each aspect of the facility FULLY complies with the accessibility law. In addition it has secure floor that complies with ICC/A117.1(03)-*302.2:*

"Carpet or carpet tile shall be securely attached and shall have a firm cushion, pad, or backing or no cushion or pad. Carpet or carpet tile shall have a level loop, textured loop, level cut pile, or level cut/uncut pile texture. The pile shall be ½ inch (13 mm) maximum in height. Exposed edges of carpet shall be fastened to the floor and shall have trim along the entire length of the exposed edge. Carpet edge trim' shall comply with Section 303."

The facility also features open floor space dimensions, clear of obstructions that allows for adequate wheelchair access and mobility within the facility to comply with section 305.3. It also meets all guidelines for accessible routes listed in section 401.1.

"305.3 Size. The clear floor space shall be 48 inches (1220 mm) minimum in length and 30 inches (760mm) minimum in width."

"401.1 Scope. Accessible routes required by the scoping provisions adopted by the administrative authority shall comply with the applicable provisions of Chapter 4.

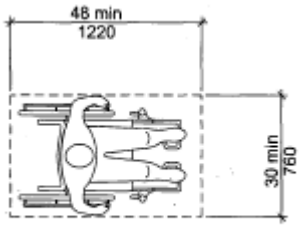


Fig. 305.3
Size of Clear Floor Space

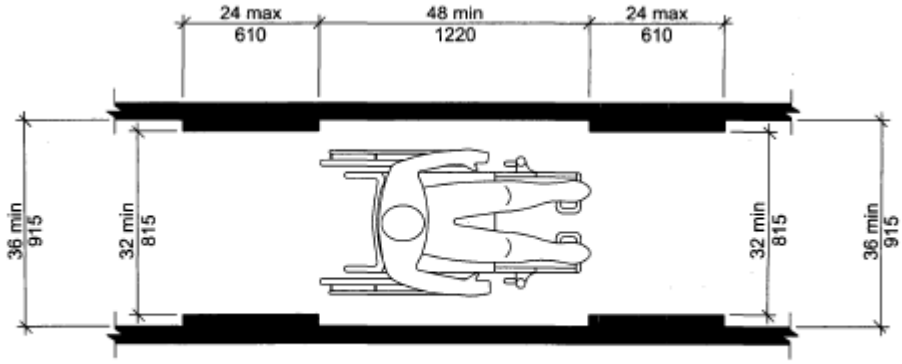


Fig. 403.5
Clear Width of an Accessible Route

The facility will be clear of protruding objects to comply with all of section 307.

"307.1 General. Protruding objects on circulation paths shall comply with Section 307."

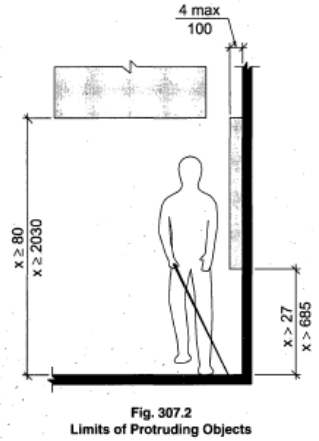


Fig. 307.2
Limits of Protruding Objects

The facility will have adequate knee and toe clearance to comply with section 306.

"306.1 General. Where space beneath an element is included as part of clear floor space at an element, clearance at an element, or a turning space, the space shall comply with Section 306. Additional space beyond knee and toe clearance shall be permitted beneath elements."

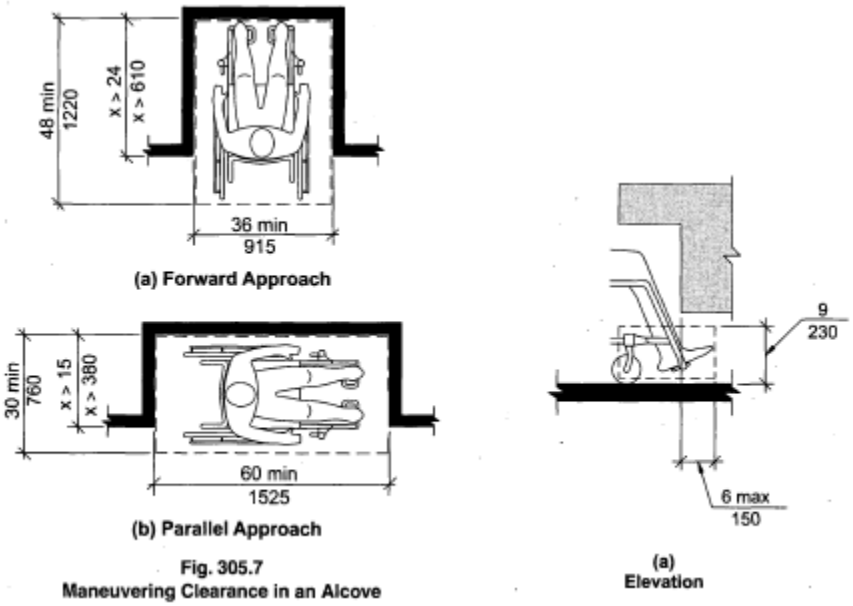


Fig. 305.7
Maneuvering Clearance in an Alcove

The facility will operate in such a manner as to comply with all of section 308 regarding handicapped accessible reach.

"308.1 General. Reach ranges shall comply with Section 308."

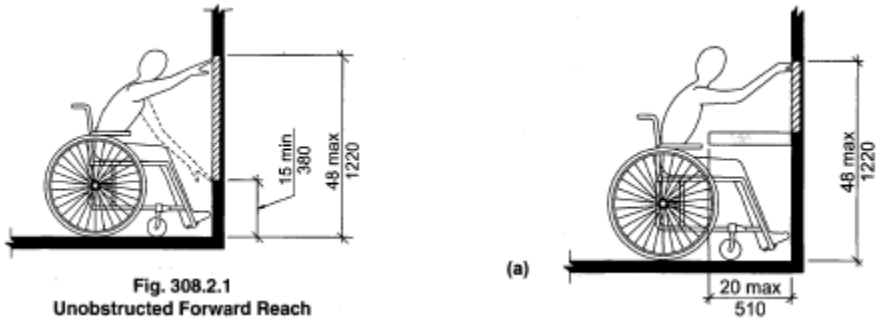


Fig. 308.2.1
Unobstructed Forward Reach

Our Syracuse dispensary facility meets all section 309 compliance requirements. This includes an operable table at the cashier counter with a handicapped accessible parts.

"309.1 General. Operable parts required to be accessible shall comply with Section 309."

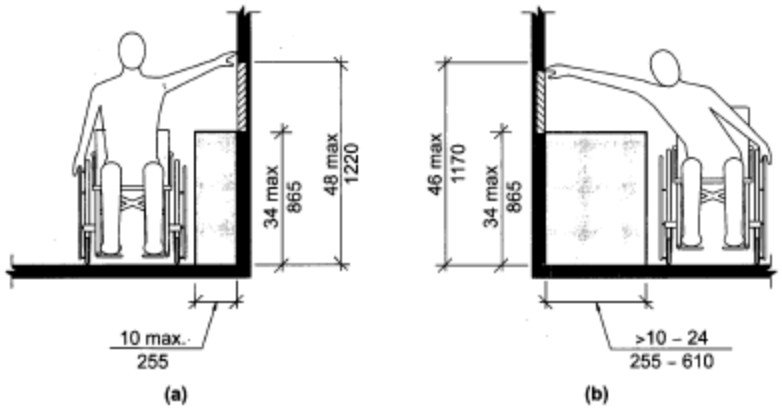


Fig. 308.3.2
Obstructed High Side Reach

Our Syracuse dispensary features handicapped accessible bathrooms. This includes door swing, mirrors, handrails, and toilet height. However, due to our building being type B, there is an exception allowed by law for foregoing the vertical grab bar. Our facility does not have vertical grab bars, only horizontal, as required by law.

"603.1 General. Accessible toilet and bathing rooms shall comply with Section 603."
"In Type A and Type B units, the vertical grab bar component is not required."

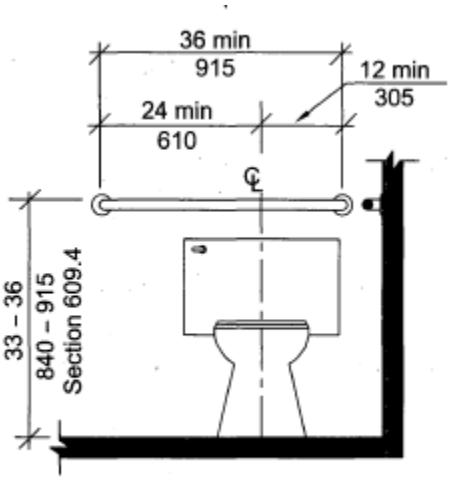


Fig. 604.5.2
Rear Wall Grab Bar for Water Closet

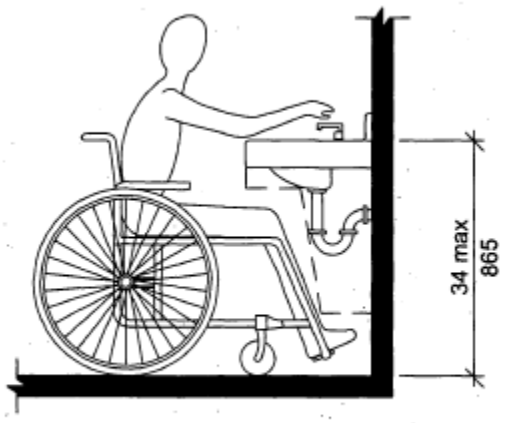


Fig. 606.3
Height of Lavatories and Sinks

Our Syracuse facility is fully compliant with all additional interior ICC/A117.1(03) requirements. In addition all external elements such as ramp elevation ratios and handicapped parking are also compliant listed in earlier sections.

#44: Energy Conservation 2010 NYS ECCC & IECC 2012

"Identify the R-Value and U-Value of each construction component and assembly of the building envelope as required in the applicable energy and building code(s)."

All of the required R and U value calculations are listed in the signed architectural forms below.

#45 and #46: Emergency & Standby Power & Smoke Control Systems NYS Building Code 2702

"Identify emergency & Standby Power locations and specifications of the system to be provided."
"Identify the Standby power for smoke control systems in accordance with Section 909.11 of NYS Building Code."

The Syracuse dispensary features a battery backup system as an integrated part of the fire system design and the smoke control system is able to run in standby mode. This complies with NYS building code 2702 parts 2702.1 and 2702.2.2. See the attached test report regarding standby mode below from Syracuse Alarm.

"2702.1 Installation. Emergency and standby power systems required by this code or the Fire Code of New York State shall be installed in accordance with this code, NFPA 110 and 111.
"2702.2.2 Smoke control systems. Standby power shall be provided for smoke control systems in accordance with Section 909.11."

This facility features appropriate exit signs and backup emergency lights within the building.

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

#47: Plumbing Fixture Count NYS Building Code 2902.1

"Identify on the Building Plan: the minimum plumbing facilities as per applicable plumbing code."

Below are the images that show the plumbing facilities and fixtures in the building, in accordance with 2902.1.

TABLE 2902.1—continued MINIMUM NUMBER OF REQUIRED PLUMBING FIXTURES[a] [P]

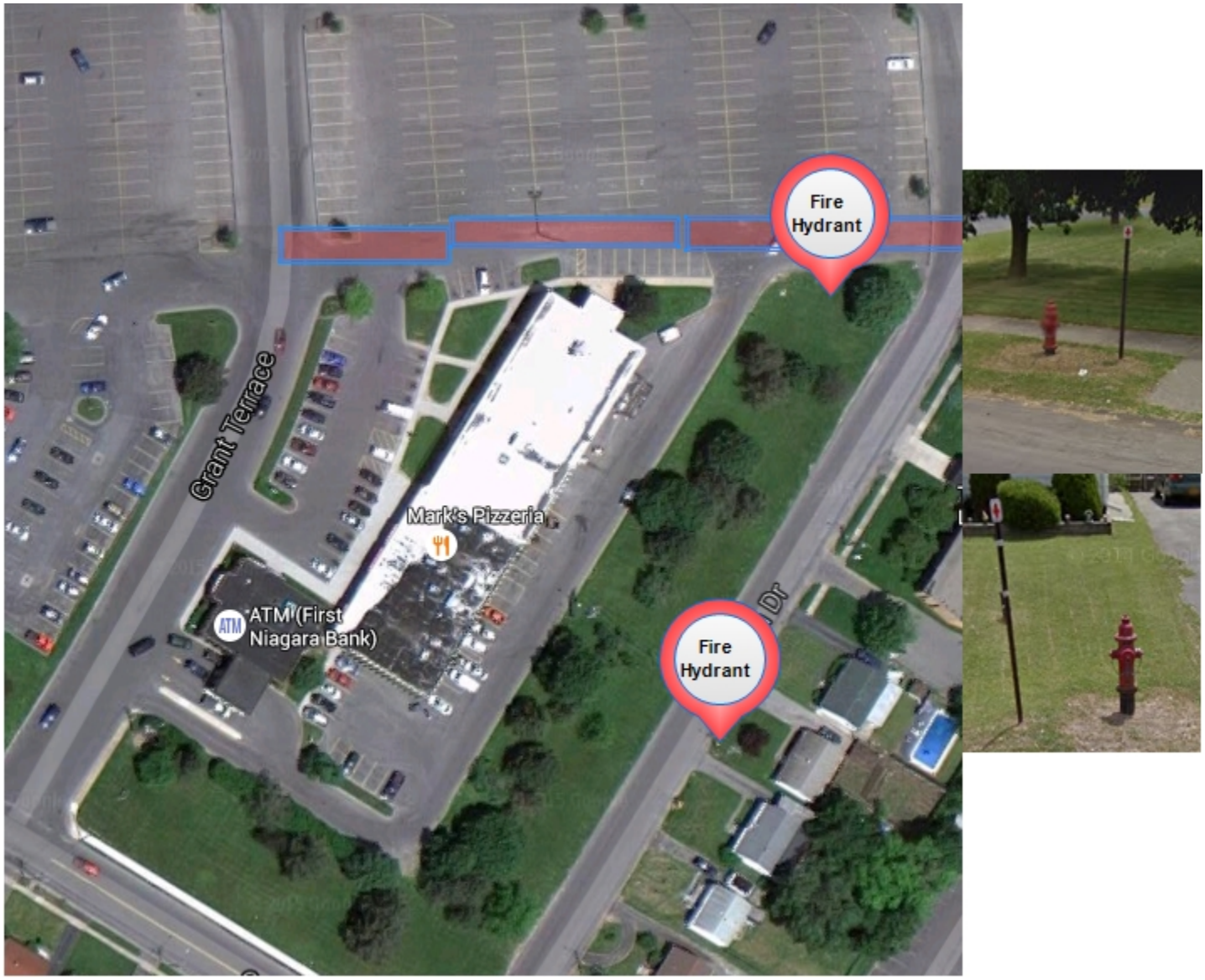
NO.	CLASSIFICATION	OCCUPANCY	DESCRIPTION	WATER CLOSETS (URINALS SEE SECTION 419.2 OF THE *PLUMBING CODE OF NEW YORK STATE*)		LAVATORIES		BATHTUBS/ SHOWERS	DRINKING FOUNTAINS (SEE SECTION 410.1 OF THE *PLUMBING CODE OF NEW YORK STATE*)	OTHER[f]
				MALE	FEMALE	MALE	FEMALE			
2	Business (see Sections 2902.2, 2902.4 and 2902.4.1)	B	Buildings for the transaction of business, professional services, other services involving merchandise, office buildings, banks, light industrial and similar uses	1 per 25 for the first 50 and 1 per 50 for the remainder exceeding 50	1 per 25 for the first 50 and 1 per 50 for the remainder exceeding 50	1 per 40 for the first 80 and 1 per 80 for the remainder exceeding 80	1 per 40 for the first 80 and 1 per 80 for the remainder exceeding 80	—	1 per 100	1 service sink

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

#49: Fire Apparatus Access Road NYS Building Code FC503.1

"Identify on the Site Plan: Fire Apparatus Road, Fire Lane and other Fire Service requirements per applicable Building and Fire Codes."

Pictured Below is the Syracuse dispensaries fire lane, hydrant, and apparatus road and the location is compliant with FC503.1



NEW YORK STATE | Department of Health

Medical Marijuana Program
Application for Registration as
a Registered Organization

Appendix B: Architectural Program

A SEPARATE "APPENDIX B" SHALL BE COMPLETED FOR EACH SEPARATE BUILDING AND/OR FACILITY INCLUDED IN THE ORGANIZATION'S BUSINESS PLAN

COMPANY INFORMATION	
Business Name:	LabCare, Inc.
Facility Type:	Manufacturing Facility ☐ Dispensing Facility ☑
Use and Occupancy Classification:	Business Group B
Building Construction Type and Classification:	Type 2B
Facility Address:	416 Grant Blvd, Syracuse, NY 13206
Primary Contact Telephone number:	855-934-3837
Primary Contact Fax number:	

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 ☐ Oil ☑ Electric
☐ Solar ☐ Other _____

Engineering Systems:

☑ Heating System: Type Gas, Size 10 Ton Efficiency 95%,
Ventilation Requirements _____

☑ Cooling System: Type A/C, Size 10 Ton Efficiency 95%,
Ventilation Requirements _____

☑ Ventilation & Humidification Systems:
Type Powered, Size _____, Efficiency _____,
Ventilation Requirements _____

☑ Electrical Distribution Available 200 Amp

☑ Water Supply: Municipal Water Service YES or Private Well Water _____

☑ Sewage: Municipal Sewer System YES or Private Septic System _____

☐ Emergency Power System:
Type _____, Size _____ Efficiency _____,

Appendix B – Architectural Program

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

NEW YORK STATE | Department of Health

Medical Marijuana Program
Application for Registration as a Registered Organization

Appendix B – Architectural Program

Select Project Type:
Check all that apply. Refer to the Existing Building Code for definitions.

- ☐ New Building
- ☑ Repair
- ☐ Alteration Level 1
- ☐ Alteration Level 2
- ☐ Alteration Level 3
- ☐ Change of Occupancy
- ☐ Addition
- ☐ Historic Building
- ☐ Demolition
- ☐ Chapter 3. Prescriptive Compliance Method
- ☐ Chapter 13. Performance Compliance Method

Select Work Involved:
Check all that apply.

- ☐ General Construction
- ☐ Roofing
- ☐ Asbestos Abatement/Environmental
- ☐ Fire Alarm
- ☐ Structural
- ☐ Mechanical
- ☐ Plumbing
- ☐ Electrical
- ☐ Site Work
- ☐ Sprinkler
- ☐ Elevators
- ☑ Other: Minor Repairs

CODE COMPLIANCE REVIEW

Applicant shall provide all applicable information in regards to the code topic and section listed below.

1. Code Compliance Review is based on the 2010 NY State Building Code for New Construction. If any other building code applies to the location or type of construction, provide applicable code and sections that most closely relates and references the code topic and information in the code sections listed below. Provide appropriate abbreviations for other applicable codes, such as: **FC:** ***Fire Code*****, PC:** ***Plumbing Code*****, MC:** ***Mechanical Code*****, FGC:** ***Fuel Gas Code*****, ECCC:** ***Energy Conservation Code.***
2. Provide the Required standard for each applicable code section. (i.e.: area, quantity, classification type, materials, hourly separation, etc.). If section does not apply, indicate one of the following with explanation: **NA:** *Not Applicable*, **NR:** *Not Required*, **NP:** *Not Permitted*
3. Provide your facilities "Actual" value for each required standard as per applicable code section.

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
1	Use & Occupancy Classification	302.1 - 312	N/A	Use & occupancy of this facility. Identify all applicable materials, class and quantities regarding Table 307.1.	Business Group B	Business Group B

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
2	Combustible Storage	413	N/A	All combustible storage areas and rooms, as per applicable Building and Fire Codes. Identify all combustible stored materials, area and room dimensions, all required fire separations, and exit requirements.	N/R-See Attachment	N/R-See Attachment
3	Hazardous Materials	414	N/A	All hazardous materials stored or used as per applicable Building and Fire Codes. Identify all combustible stored materials, area and room dimensions, all required fire separations, and exit requirements.	N/R-See Attachment	N/R-See Attachment
4	Hazardous Materials Control Areas	414.2	N/A	Provide additional information indicating number, size, materials stored, and quantity of each material.	N/R-See Attachment	N/R-See Attachment
5	Building Area & Height	501-507	N/A	Provide the building area & height Provide all calculations and cite applicable code sections for increased Building Area & Heights allowed per building code(s).	N/A	Area: 3,050 Height: 16'7" See Attached For Increase Allotment Up To 23,000sqft
6	Incidental Use Areas	508.2	N/A	Identify all Incidental Use Areas and required fire separation of occupancies on Building Plans.	N/R-See Attachmet	N/R-See Attachment

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
7	Mixed Occupancies	508.3	N/A	Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	N/R-See Attachment	N/R-See Attachment
8	Nonseparated Uses	508.3.2	N/A	Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	N/R-See Attachment	N/R-See Attachment
9	Separated Uses (Ratio < 1)	508.3.3	N/A	Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	None	2Hr - See Attachment
10	Construction Classification	602	N/A	Provide Construction Classification per each building included in Application.	N/A	Type 2B
11	Fire Resistance Rating Reqm't for Building Elements	Table 601	N/A	Provide Fire Resistance Rating per each building element as per Table 601. Identify rating & elements on Building Plans.	N/R-See Attachment	N/R-See Attachment

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No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
12	Exterior Wall Fire-Resistance Rating	Table 602	N/A	Identify required fire resistance rating of exterior walls on Building Plan(s).	N/R-See Attachment	N/R-See Attachment
13	Exterior Fire Separation Distance	Table 602	N/A	Identify required fire separation distance of exterior walls between Buildings on Plan.	N/R-See Attachment	N/R-See Attachment
14	Fire Walls	705	N/A	Provide code information and identify all applicable required Fire Wall(s) and fire resistance requirement on Building Plans.	N/R-See Attachment	N/R-See Attachment
15	Fire Barriers	706	N/A	Provide code information and identify all applicable required Fire Barrier(s) and fire resistance requirement on Building Plans.	N/R-See Attachment	Roxul firewall 1HR Both Sides - See Attached
16	Shaft Enclosures	707	N/A	Provide code information and identify all applicable required Shaft Wall(s) and fire resistance requirement on Building Plans.	N/R-See Attachment	N/R-See Attachment
17	Fire Partitions	708	N/A	Provide code information and identify all applicable required Fire Partition(s) and fire resistance requirement on Building Plans.	N/R-See Attachment	N/R-See Attachment

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No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
18	Horizontal Assemblies	711	N/A	Provide code information and identify all applicable required Horizontal Assemblies and fire resistance requirement on Building Plans.	N/R-See Attachment	N/R-See Attachment
19	Fire Protection: Sprinkler System	903	N/A	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.	N/R-See Attachment	N/R-See Attachment
20	Alt. Fire Extinguishing System	904	N/A	Provide code information of all applicable requirements for Alternative Automatic Fire-Extinguishing Systems with code section(s) cited.	N/R-See Attachment	N/R-See Attachment
21	Standpipe System	905	N/A	Provide code information of all applicable requirements for Standpipe Systems with code section(s) cited.	N/R-See Attachment	N/R-See Attachment
22	Fire Alarm & Detection Systems	907	N/A	Provide code information of all applicable requirements for Fire Alarm System(s) with code section cited. Indicate Type of Fire Alarm System ☐ Addressable ☑ Hardwired (zoned)	N/R	N/R

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
23	Emergency Alarm System	908	N/A	Provide code information of all applicable requirements for Emergency Alarm Systems with code section cited.	N/R-See Attachment	N/R-See Attachment
24	Fire Department Connections	912	N/A	Identify Fire Department connections in accordance with NFPA applicable standard.	N/R	N/R
25	Exits	1001.1 &2	N/A	Identify on the Building Plans and documents, per each door, the following information: door width, door height, direction of swing, type of construction, hourly rating, and door closures.	See Attachment	See Attachment
26	Occupant Load	1004 & Table 1004.1.1	N/A	Identify the use/name of each room, dimensions of each room, and Occupant Loads per each room on the Building Plans.	See Attachment	See Attachment
27	Egress Width	1005	N/A	Provide egress widths & cite applicable code section(s) and requirement(s) on the Building Plans	See Attached	36" - See Attached
28	Accessible Means of Egress	1007.1	N/A	Provide accessible means of egress as per Section 1007 & cite applicable code section(s) and requirement(s) on the Building Plans.	2 Egress-See Attached	2 Egresses- See Attached

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No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
29	Doors, Gates, and Turnstiles	1008	N/A	Means of egress doors shall meet the requirements of this section.	32" Doors	36" Doors - See Attached
30	Interior Stairs	1009	N/A	Identify the following information for each stairway on the Building Plan(s): the width of stairways; the height, width, depth and number of risers and treads; dimensions of landings; stairway construction type; and handrail height.	N/A	N/A-No stairs
31	Ramps	1010.1	N/A	Identify the following information of each ramp, on the Building Plan(s): width; total vertical rise; length of ramp; and handrail height.	N/R - Outside Curb Handicapped Accessible	N/R - Outside Curb Handicapped Accessible
32	Common Path of Travel	1014.3	N/A	Identify on the Building Plan(s): the length of the "Common Path of Travel" per each room as per applicable building code requirements.	1014.3 Compliant: <75Ft. Path For Group B-Layout	52'-<75'See Attachment
33	Exit Doorway Arrangement	1015	N/A	Identify on the Building Plan(s): applicable building code requirements for all Exits and Exit Access Doorways per each room and required exits in all buildings.	Type B-1015.1 Compliant Layout Exits (<49 people per single egress)	2 Egresses Provided- See Attachment
34	Corridor Fire Rating	1017.1	N/A	Identify, on the Building Plan(s): all corridors with required fire resistance and the applicable fire rating.	0 Hour	0 Hour-See Attached

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No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
35	Corridor Width	1017.2	N/A	Identify on the Building Plan(s): the width of all corridors. Provide applicable code section(s) and requirement(s).	44"	56" - See Attached Plan
36	Dead End Corridor	1017.3	N/A	Corridors shall not exceed the maximum dead end corridor length as per applicable code.	N/A	N/A
37	Number of Exits and Continuity	1019	N/A	Identify on the Building Plan(s): required number of exits, continuity and arrangement as per the applicable code requirements.	2 Exits	2 Exits - See Attached
38	Vertical Exit Enclosures	1020	N/A	Identify on the Building Plan(s): all applicable code requirements for each Vertical Exit Enclosure.	N/R	N/A-No Vertical Exits
39	Exit Passageways	1021	N/A	Identify on the Building Plan(s): all applicable code requirements for each Exit Passageway.	N/R	2 Exit Passageway/Corridor See Attachment
40	Horizontal Exits	1022	N/A	Identify on the Building Plan(s): all applicable code requirements for each Horizontal Exit.	N/R	N/R

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No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
41	Exterior Exit Ramps & Stairways	1023	N/A	Identify on the Building Plan(s): all applicable code requirements for each exterior exit ramps and stairways.	N/R	N/R-Neither Ramps Nor Stairways
42	Exit Discharge	1024	N/A	Identify on the Building Plan(s): all applicable code requirements for each Exit Discharge.	Two	Two-See Attached
43	Accessibility	1101.1 - 1110 & ICC/A117. 1(03)	N/A	Identify on the Building Plan(s): all applicable code requirements such that the design and construction of each building/facility provides accessibility to physically disabled persons.	See Attached	Full ICCA/A117 Compliant Bathrooms, Ramp, Doors -See Attached
44	Energy Conservation	2010 NYS ECCC & IECC 2012	N/A	Identify the R-Value and U-Value of each construction component and assembly of the building envelope as required in the applicable energy and building code(s).	See Attached	Local Zoning Compliant R & U
45	Emergency & Standby Power	2702.1	N/A	Identify emergency & Standby Power locations and specifications of the system to be provided.	See Attached	Fire, Exit Signs, Standby Lights, Etc. - See Attached
46	Smoke Control Systems	2702.2.2	N/A	Identify the Standby power for smoke control systems in accordance with Section 909.11 of NYS Building Code.	N/R	N/R

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
47	Plumbing Fixture Count	2902.1	N/A	Identify on the Building Plan(s): the minimum plumbing facilities as per applicable plumbing code(s).	See Attached	2 Sinks, 2 Toilets, 1 utility - See Attached
48	Available Street Water Pressure		N/A	Provide the available street or well water pressure.	N/A	50PSI
49	Fire Apparatus Access Road	FC503.1	N/A	Identify on the Site Plan: Fire Apparatus Road, Fire Lane and other Fire Service requirements per applicable Building and Fire Codes.	See Attached	See Attached

Appendix

B-4

RO Application
DOH-5138
Medical Marihuana

Rome Architectural Details

Appendix B has been broken up into five sub sections for convenience and ease of accessibility for physical copies. Appendix B1-5 is broken down by real estate locations as follows:

1. **Appendix "B-1" Fairport Dispensary Architectural Plan**
2. **Appendix "B-2" Amherst Dispensary Architectural Plan**
3. **Appendix "B-3" Syracuse Dispensary Architectural Plan**
4. **Appendix "B-4" Rome Dispensary Architectural Plan**
5. **Appendix "B-5" Tonawanda Production Facility Architectural Plan**

"1004.6 b (11) evaluation of the applicant's proposed operating plan and suitability of the proposed manufacturing and dispensing facilities, including but not limited to the suitability of the location and architectural and engineering design of the proposed facilities. Department approval of the applicant's operating plan and architectural and engineering design of the proposed facilities shall be required for issuance of a registration."

LabCare has four dispensaries and one production facility located throughout NYS. Each facility has its own site plans, sketches, and full descriptions to fully comply with the following NYS DOH regulations:

"1004.6 B (11) architectural program and sketches of the applicant's proposed manufacturing and dispensing facility(ies) including the following:

(i) site plans;

(ii) schematic architectural and engineering design drawings and single line sketches in an appropriate scale showing the relationship of various buildings to each other, room configurations, major exit corridors, exit stair locations, and circulation along with existing buildings if additions or alterations are part of the project;

(iii)outline specifications for the type of construction proposed including a description of energy sources, type and location of engineering systems proposed for heating, cooling, ventilation and electrical distribution, water supply and sewage;"

In addition, LabCare and its representatives agree not to make any substantial alterations to the structure or architectural design of any building proposed, with the written approval of the DOH to remain complain with NYS DOH regulation:

"1004.10 8 (4) make substantial alterations to the structure or architectural design of a manufacturing or dispensing facility without prior written approval of the department"

This section is meant to coincide and act as support documentation for the Appendix B form provided by the DOH. In all cases we broke images down into smaller building plan layouts and site plans so they could be more visible read on an 8.5x11 sheet of paper, so it could be inserted and viewed properly as a combined pdf file.

Part II – Site Plan (Public Parking Spaces, Staff Parking Spaces, Accessible Parking Spaces)

"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."

There are 250 total parking spots adjacent to the Rome Dispensary, with 22 spots within the immediate parking lot in front of this particular site. Twenty parking spaces are for staff, 22 spaces are for patient parking, and 208 are public parking surrounding the building, with the majority being available in a public ramp behind the building.

LabCare's Rome Dispensary Construction Timeline

Below is the construction timeline for our Rome dispensary. The entire site can be repaired to fully functional operation less than six weeks. This includes scheduling of security staff between each dispensary, outdoor signage, and all required repairs.

Rome Dispensary Facility Project Schedule

LabCare, Inc.

Project Lead:	Michael Chamberlain
Project Start Date:	License Issuance Date
Display Week:	1

WBS	Task Description	Lead Agent	Company	Calendar Days To Process Task	Equipment Lead Time	Week 1							Week 2							Week 3							Week 4							Week 5							Week 6						
						M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S

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

Staff Parking = SP
Patient Parking = PP
Accesible Parking = AP
PP=8

Right Side Of The
Building Street Parking
PP=14

Street View - Sep 2013
SP=20
AP=208
PUBLIC
PARKING

Part II – Percentage Of Green Space

"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."

There is a total of 44.7% green space at the Rome Facility.

Part II – Fire Lane and/or Fire Apparatus Road

"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."

There is a one fire hydrant shown on the map, along with the fire lane as required by the town ordinance. The fire lane has been highlighted in red for easier viewing, however the street curves slightly around the highlighted zone. Please note that the loading and unloading zone does not encroach on the fire lane.

Part II – Loading And Unloading

"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."

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

Part II – Accessible Routes

"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."

Our Rome dispensary has accessible routes inbound from N. Washington Street (one way), Gigliotti Ave, and W. Dominic Street. The routes into the facility are marked with red arrows in the associated image below.

Part II – Entrances And Exits

"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."

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

Part III – Energy & Engineering

Each section of Part III for our Rome dispensary is filled out on the included Appendix B form.

Select Project Type And Work Involved

"Check all that apply"

This facility will not require any major construction changes. All changes to the building constitute minor 'repairs' to change for our specific use. The occupancy type does not change as well. All changes fall under 2010 NYS building code:

"402.1 Scope. Repairs, as defined in Chapter 2, include the patching or restoration or replacement of damaged materials, elements, equipment or fixtures for the purpose of maintaining such components in good or sound condition with respect to existing loads or performance requirements."

Code Compliance Review

"Applicant shall provide all applicable information in regards to the code topic and section below."

On the main Appendix B form as supplied by the NYS DOH is our Rome Facility actual values and required code vales. However, in many instances a requirement for laying out the associated section on a site plan is required. In order to clearly comply with this requirement we have included this ancillary section to properly organize all of the required layouts.

#1: Use & Occupancy Classification NYS Building Code 302.1-312

"Use & occupancy of this facility. Identify all applicable materials, class, and quantities regarding Table 307.1"

This facility is listed under 304.1 Business Group B due to its previous status as a bank. Our current use will not change the classification, and it will remain Group B as a dispensary as the best related category in the building code related to 'professional services' such as a dentist. Below is a copy of the certificate of occupancy.

"304.1 Business Group B. Business Group B occupancy includes, among others, the use of a building or structure, or a portion thereof, for office, professional or service-type transactions, including storage of records and accounts. Business occupancies shall include, but not be limited to, the following: banks, professional services (architects, attorneys, dentists, physicians, engineers, etc.)"

#2, #3, #4: Use & Occupancy Classification NYS Building Code 302.1-312

Our Rome dispensing facility will not have any combustible storage, hazardous materials, and thus require no hazardous material storage areas. This is complaint with local and state laws regarding this facility.

#5: Building Area And Height NYS Building Code 501-507

"Provide the building area & height. Provide all calculations and cite applicable code sections for increased Building Area & Heights allowed per building code"

This facility will not have any modifications to the building height or area. It will be internal repairs only. We will be utilizing 9,460 square feet with a height of 30' as pictured below. It is Type 5A with an automatic sprinkler system. The base increasable size is 18,000 square with 300% for the sprinkler (54,000 total increased potential) and 200% increase for 2nd story. The formula is tabular, plus perimeter, plus sprinkler for a total of 108,000 square feet..

TABLE 503 ALLOWABLE HEIGHT AND BUILDING AREAS[a]

Height limitations shown as stories and feet above grade plane. Area limitations as determined by the definition of 'Area, building,' per story

		TYPE OF CONSTRUCTION								
		TYPE I		TYPE II		TYPE III		TYPE IV	TYPE V	
		A	B	A	B	A	B	HT	A	B
GROUP	HGT(feet) HGT(S)	UL	160	65	55	65	55	65	50	40
A-1	S	UL	5	3	2	3	2	3	2	1
	A	UL	UL	15,500	8,500	14,000	8,500	15,000	11,500	5,500
A-2	S	UL	11	3	2	3	2	3	2	1
	A	UL	UL	15,500	9,500	14,000	9,500	15,000	11,500	6,000
A-3	S	UL	11	3	2	3	2	3	2	1
	A	UL	UL	15,500	9,500	14,000	9,500	15,000	11,500	6,000
A-4	S	UL	11	3	2	3	2	3	2	1
	A	UL	UL	15,500	9,500	14,000	9,500	15,000	11,500	6,000
A-5	S	UL	UL	UL	UL	UL	UL	UL	UL	UL
	A	UL	UL	UL	UL	UL	UL	UL	UL	UL
B	S	UL	11	5	4	5	4	5	3	2
	A	UL	UL	37,500	23,000	28,500	19,000	36,000	18,000	9,000

504.2 Automatic sprinkler system increase. Where a building is equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1, the value specified in Table 503 for maximum height is increased by 20 feet (6096 mm) and the maximum number of stories is increased by one. These increases are permitted in addition to the area increase in accordance with Sections 506.2 and 506.3. For Group R buildings equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.2, the value specified in Table 503 for maximum height is increased by 20 feet (6096 mm) and the maximum number of stories is increased by one, but shall not exceed 60 feet (18 288 mm) or four stories, respectively.

506.2 Frontage increase. Every building shall adjoin or have access to a public way to receive an area increase for frontage. Where a building has more than 25 percent of its perimeter on a public way or open space having a minimum width of 20 feet (6096 mm), the frontage increase shall be determined in accordance with the following:

$$If = [\ F / P - 0.25\ ](W / 30) \quad \text{(Equation 5-2)}$$

where:

If = Area increase due to frontage.

F = Building perimeter that fronts on a public way or open space having 20 feet (6096 mm) open minimum width (feet).

P = Perimeter of entire building (feet).

W = Width of public way or open space (feet) in accordance with Section 506.2.1.

506.3 Automatic sprinkler system increase. Where a building is equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1, the area limitation in Table 503 is permitted to be increased by an additional 200 percent (Is = 2) for buildings with more than one story above grade plane and an additional 300 percent (Is = 3) for buildings with no more than one story above grade plane. These increases are permitted in addition to the height and story increases in accordance with Section 504.2.

506.4 Area determination. The maximum area of a building with more than one story above grade plane shall be determined by multiplying the allowable area of the first story (Aa), as determined in Section 506.1, by the number of stories above grade plane as listed below:

1. For buildings with two stories above grade plane, multiply by 2;
2. For buildings with three or more stories above grade plane, multiply by 3; and
3. No story shall exceed the allowable area per story (Aa), as determined in Section 506.1, for the occupancies on that story.

Our Rome dispensary will not have any modifications to the building height or area. It will be internal repairs only. The building area is 2,840 square feet with a height of 21’4” as pictured below.

#6: Incidental Use Areas NYS Building Code 508.2

“Identify all Incidental Use Areas and required fire separation of occupancies on Building Plans.”

This facility has no incidental use areas that require fire separation

TABLE 508.2 INCIDENTAL USE AREAS

ROOM OR AREA	SEPARATION AND/OR PROTECTION
Furnace room where any piece of equipment is over 400,000 Btu per hour input	1 hour or provide automatic fire-extinguishing system
Rooms with boilers where the largest piece of equipment is over 15 psi and 10 horsepower	1 hour or provide automatic fire-extinguishing system
Refrigerant machinery rooms	1 hour or provide automatic sprinkler system
Parking garage (Section 406.2)	2 hours; or 1 hour and provide automatic fire-extinguishing system
Hydrogen cut-off rooms, not classified as Group H	1-hour in Group B, F, M, S and U occupancies. 2-hour in Group A, E, I and R occupancies.
Incinerator rooms	2 hours and automatic sprinkler system
Paint shops, not classified as Group H, located in occupancies other than Group F	2 hours; or 1 hour and provide automatic fire-extinguishing system
Laboratories and vocational shops, not classified as Group H, located in Group E or I-2 occupancies	1 hour or provide automatic fire-extinguishing system
Laundry rooms over 100 square feet	1 hour or provide automatic fire-extinguishing system
Storage rooms over 100 square feet[b]	1 hour or provide automatic fire-extinguishing system

Group I-3 cells equipped with padded surfaces	1 hour
Group I-2 waste and linen collection rooms	1 hour
Waste and linen collection rooms over 100 square feet	1 hour or provide automatic fire-extinguishing system
Stationary storage battery systems having a liquid capacity of more than 100 gallons used for facility standby power, emergency power or uninterrupted power supplies	1-hour in Group B, F, M, S and U occupancies. 2-hour in Group A, E, I and R occupancies.

#9: Separated Uses NYS Building Code 508.3

"Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s)."

This facility shares a 2 hour separation wall with the adjacent business tenant and is compliant with local fire code.

TABLE 508.3.3 REQUIRED SEPARATION OF OCCUPANCIES (HOURS)

	A[e], E[e]		I		R[d]		B[b]		F-2, S-2[c,d], U[d]		M[b]		F-1, S-1		H-1		H-2		H-3, H-4, H-5	
OCCUPANCY	**S**	**NS**	**S**	**NS**	**S**	**NS**	**S**	**NS**	**S**	**NS**	**S**	**NS**	**S**	**NS**	**S**	**NS**	**S**	**NS**	**S**	**NS**
A[e], E[e]	N	N	1	2	1	2	1	2	N	1	1	2	1	2	NP	NP	3	4	2	3[a]
I	-	-	N	N	1	NP	1	2	1	2	1	2	1	2	NP	NP	3	NP	2	NP
R[d]	-	-	-	-	N	N	1	2	1	2	1	2	1	2	NP	NP	3	NP	2	NP
B[b]	-	-	-	-	-	-	N	N	1	2	1	2	1	2	NP	NP	2	3	1	2[a]
F-2, S-2[c,d], U[d]	-	-	-	-	-	-	-	-	N	N	1	2	1	2	NP	NP	3	4	2	3[a]
M[b]	-	-	-	-	-	-	-	-	-	-	N	N	1	2	NP	NP	2	3	1	2[a]
F-1, S-1	-	-	-	-	-	-	-	-	-	-	-	-	N	N	NP	NP	2	3	1	2[a]
H-1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N	NP	NP	NP	NP	NP
H-2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N	NP	1	NP
H-3, H-4, H-5	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N	NP

#10: Construction Classification NYS Building Code 602

"Provide construction classification per each building included in the Application."

Our Rome dispensary is classified as "Type 5A" according to building code 602 as shown below:

"602.5 Type V. Type V construction is that type of construction in which the structural elements, exterior walls and interior walls are of any materials permitted by this code."

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

#11: Fire Resistance Rating For Building Elements NYS Building Table 601

"Provide Fire Resistance Rating per each building element as per Table 601. Identify rating & elements on Building Plans"

Our Rome dispensary is classified as "Type 5A" according to building code 602, and according to Table 601 requires 1 hours for the fire resistant rating requirements. The facility has 0hr rating for the floor (ground level), and 1hr for roof construction.

TABLE 601 FIRE-RESISTANCE RATING REQUIREMENTS FOR BUILDING ELEMENTS (hours)

BUILDING ELEMENT	TYPE I		TYPE II		TYPE III		TYPE IV	TYPE V	
	A	B	A[e]	B	A[e]	B	HT	A[e]	B
Structural frame[a]	3[b]	2[b]	1	0	1	0	HT	1	0
Bearing walls									
Exterior[g]	3	2	1	0	2	2	2	1	0
Interior	3[b]	2[b]	1	0	1	0	1/HT	1	0
Nonbearing walls and partitions Exterior	See Table 602								
Nonbearing walls and partitions Interior[f]	0	0	0	0	0	0	See Section 602.4.6	0	0
Floor construction Including supporting beams and joists	2	2	1	0	1	0	HT	1	0
Roof construction Including supporting beams and joists	$1^1/_2$[c]	1[c, d]	1[c, d]	0[d]	1[c, d]	0[c, d]	HT	1[c, d]	0

#12 & #13: Exterior Wall Fire Resistance Rating/Separation Table 602

"Identify required fire resistance rating of exterior walls on Building Plan. Identify fire separation distance of exterior walls between builds on Plan."

Below is table 602 from the NYS 2010 construction code. Our Rome facility is type 5A with occupancy group B. However, both interior and exterior walls are rated as zero hours.

SECTION 602 CONSTRUCTION CLASSIFICATION

TABLE 602 FIRE-RESISTANCE RATING REQUIREMENTS FOR EXTERIOR WALLS BASED ON FIRE SEPARATION DISTANCE[a, e]

FIRE SEPARATION DISTANCE = X (feet)	TYPE OF CONSTRUCTION	OCCUPANCY GROUP H	OCCUPANCY GROUP F-1, M, S-1	OCCUPANCY GROUP A, B, E, F-2, I, R, S-2, U[b]
X<5[c]	All	3	2	1
5£X<10	IA	3	2	1
	Others	2	1	1
10£X<30	IA, IB	2	1	1[d]
	IIB, VB	1	0	0
	Others	1	1	1[d]
X³30	All	0	0	0

The required fire resistance rating and fire separation distance is 0, and therefore is not required to be shown on the plan. The building is 8' feet from the nearest nearby building as shown below.

#14, #15: Fire Walls And Fire Barriers

"Provide code information and identify all applicable required Fire Walls and fire resistance requires on Building Plans. Provide code information and identify all applicable required Fire Barriers and fire resistance requires on Building Plans.""

Below is table 602 from the NYS 2010 construction code. Our Rome facility is type 5A with occupancy group B. The interior rear adjacent wall in the plaza has a 2hr fire rating, and a 0hr fire rating for the exterior. The 0hr firewall is shown in grey and the 2hr separation firewall is in dark red on the diagram below.

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

"705.1 General. Each portion of a building separated by one or more fire walls that comply with the provisions of this section shall be considered a separate building. The extent and location of such fire walls shall provide a complete separation. Where a fire wall also separates occupancies that are required to be separated by a fire barrier wall, the most restrictive requirements of each separation shall apply."

TABLE 706.3.9 FIRE-RESISTANCE RATING REQUIREMENTS FOR FIRE BARRIER ASSEMBLIES BETWEEN FIRE AREAS

OCCUPANCY GROUP	FIRE-RESISTANCE RATING (hours)
H-1, H-2	4
F-1, H-3, S-1	3
A, B, E, F-2, H-4, H-5, I, M, R, S-2	2
U	1

#16, #17, #18: Shaft Enclosures, Fire Partitions, Horizontal Assemblies NYS Code 707,708, 711

"Provide code information and identify all applicable required Shaft Wall(s) and fire resistance requirement on Building Plans. Provide code information and identify all applicable required Fire Partition(s) and fire resistance requirement on Building Plans. Provide code information and identify all applicable required Horizontal Assemblies and fire resistance requirement on Building Plans."

Our Rome facility does not require vertical shafts and so section 707 is not applicable.

"707.1 General. The provisions of this section shall apply to vertical shafts where such shafts are required to protect openings and penetrations through floor/ceiling and roof/ceiling assemblies. Shaft enclosures shall be constructed as fire barriers in accordance with Section 706 or horizontal assemblies in accordance with Section 711, or both."

Our Rome dispensary does not require fire partitions and so section 708 is not applicable.

"708.1 General. The following wall assemblies shall comply with this section: Walls separating dwelling units in the same building. Walls separating sleeping units in occupancies in Group R-1 hotel, R-2 and I-1 occupancies. Walls separating tenant spaces in covered mall buildings as required by Section 402.7.2. Corridor walls as required by Section 1017.1. Elevator lobby separation as required by Section 707.14.1. or residential aircraft hangars."

Our Rome dispensary does not require horizontal assemblies and so section 711 is not applicable.

"711.1 General. Floor and roof assemblies required to have a fire-resistance rating shall comply with this section."

#19: Fire Protection: Sprinkler System NYS Building Code 2902.1

"Indicate Type Of Sprinkler System and provide code information of all applicable requirements for Automatic Sprinkler Systems with code section cited"

Below is diagram for the installation of the sprinkler system, along with cited code.

903.2.1.2 Group A-2. An automatic sprinkler system shall be provided for Group A-2 occupancies where one of the following conditions exists:

1. The fire area exceeds 5,000 square feet (465 m^2);

2. The fire area has an occupant load of 100 or more; or

3. The fire area is located on a floor other than the level of exit discharge.

903.3.1.1 NFPA 13 sprinkler systems. Where the provisions of this code require that a building or portion thereof be equipped throughout with an automatic sprinkler system in accordance with this section, sprinklers shall be installed throughout in accordance with NFPA 13 except as provided in Section 903.3.1.1.1.

903.3.1.1.1 Exempt locations. Automatic sprinklers shall not be required in the following rooms or areas where such rooms or areas are protected with an approved automatic fire detection system, in accordance with Section 907.2, that will respond to visible or invisible particles of combustion. Sprinklers shall not be omitted from any room merely because it is damp, of fire-resistance-rated construction or contains electrical equipment.

1. Any room where the application of water, or flame and water, constitutes a serious life or fire hazard.

2. Any room or space where sprinklers are considered undesirable because of the nature of the contents, when approved by the code enforcement official.

3. Generator and transformer rooms separated from the remainder of the building by walls and floor/ceiling or roof/ceiling assemblies having a fire-resistance rating of not less than 2 hours.

4. In rooms or areas that are of noncombustible construction with wholly noncombustible contents.

903.3.3 Obstructed locations. Automatic sprinklers shall be installed with due regard to obstructions that will delay activation or obstruct the water distribution pattern. Automatic sprinklers shall be installed in or under covered kiosks, displays, booths, concession stands, or equipment that exceeds 4 feet (1219 mm) in width. Not less than a 3-foot (914 mm) clearance shall be maintained between automatic sprinklers and the top of piles of combustible fibers.

903.4 Sprinkler system monitoring and alarms. All valves controlling the water supply for automatic sprinkler systems, pumps, tanks, water levels and temperatures, critical air pressures and water-flow switches on all sprinkler systems shall be electrically supervised.

903.4.1 Signals. Alarm, supervisory and trouble signals shall be distinctly different and shall be automatically transmitted to an approved central station, remote supervising station or proprietary supervising station as defined in NFPA 72 or, when approved by the code enforcement official, shall sound an audible signal at a constantly attended location.

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

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

#20: Alt. Fire Extinguishing System NYS Building Code 904

"Provide code information of all applicable requirements for Alternative Automatic Fire-Extinguishing Systems with code section(s) cited."

This dispensary features an automatic sprinkler system, and thus NYS building code 904 does not apply to our facility.

"904.2 Where required. Automatic fire-extinguishing systems installed as an alternative to the required automatic sprinkler systems of Section 903 shall be approved by the code enforcement official. Automatic fire-extinguishing systems shall not be considered alternatives for the purposes of exceptions or reductions allowed by other requirements of this code."

#21: Standpipe System NYS Building Code 905

"Provide code information of all applicable requirements for Standpipe Systems with code section(s) cited."

Our Rome dispensary features does not require a standpipe system due its facility height being under the required specifications listed in NYS building code 905.

"905.3 Required installations. Standpipe systems shall be installed where required by Sections 905.3.1 through 905.3.7 and in the locations indicated in Sections 905.4, 905.5 and 905.6. Standpipe systems are allowed to be combined with automatic sprinkler systems.
905.3.1 Building height. Class III standpipe systems shall be installed throughout buildings where the floor level of the highest story is located more than 30 feet (9144 mm) above the lowest level of the fire department vehicle access, or where the floor level of the lowest story is located more than 30 feet (9144 mm) below the highest level of fire department vehicle access."

#22: Fire Alarm Detection System NYS Building Code 907

"Provide code information of all applicable requirements for Fire Alarm Systems with code section cited"

Our Rome dispensing facility contains a hardwired fire alarm that is compliant with all local codes.

" 907.1.1 Construction documents. Construction documents for fire alarm systems shall be submitted for review and approval prior to system installation. Construction documents shall include, but not be limited to, all of the following:

1. A floor plan which indicates the use of all rooms.
2. Locations of alarm-initiating and notification appliances.
3. Alarm control and trouble signaling equipment.
4. Annunciation.
5. Power connection.
6. Battery calculations.
7. Conductor type and sizes.
8. Voltage drop calculations.
9. Manufacturers, model numbers and listing information for equipment, devices and materials.
10. Details of ceiling height and construction.
11. The interface of fire safety control functions."

#23: Emergency Alarm System NYS Building Code 908

"Provide code information of all applicable requirements for Emergency Alarm Systems with code section cited."

This facility is a Group B occupancy, not Group H, therefore it is not required to have an emergency alarm system as put forth in NYS building code 908.

"908.1 Group H occupancies. Emergency alarms for the detection and notification of an emergency condition in Group H occupancies shall be provided in accordance with Section 414.7."

"414.7 Emergency alarms. Emergency alarms for the detection and notification of an emergency condition in Group H occupancies shall be provided as set forth herein"

#24: Fire Department Connections NYS Building Code 912

"Identify Fire Department connections in accordance with NFPA applicable standards."

Our Rome dispensary is located on W Dominic St., which has fire hydrant and other fire department connections that fully comply with section 912 of the NYS building code. Our facility also has backflow protection to comply with section 912.5. All ancillary requirements such as location, signage, locking hydrant caps externally are well marked. Below are the fire code cited references and images showing the backflow protection system.

"912.1 Installation. Fire department connections shall be installed in accordance with the NFPA standard applicable to the system design and shall comply with Sections 912.2 through 912.5.

912.2 Location. With respect to hydrants, driveways, buildings and landscaping, fire department connections shall be so located that fire apparatus and hose connected to supply the system will not obstruct access to the buildings for other fire apparatus. The location of fire department connections shall be approved.

912.2.1 Visible location. Fire department connections shall be located on the street side of buildings, fully visible and recognizable from the street or nearest point of fire department vehicle access or as otherwise approved by the code enforcement official.

912.2.2 Existing buildings. On existing buildings, wherever the fire department connection is not visible to approaching fire apparatus, the fire department connection shall be indicated by an approved sign mounted on the street front or on the side of the building. Such sign shall have the letters "FDC" at least 6 inches (152 mm) high and words in letters at least 2 inches (51 mm) high or an arrow to indicate the location. All such signs shall be subject to the approval of the code enforcement official.

912.3 Access. Immediate access to fire department connections shall be maintained at all times and without obstruction by fences, bushes, trees, walls or any other object for a minimum of 3 feet (914 mm).

912.3.1 Locking fire department connection caps. The code enforcement official is authorized to require locking caps on fire department connections for water-based fire protection systems where the responding fire department carries appropriate key wrenches for removal.

912.4 Signs. A metal sign with raised letters at least 1 inch (25 mm) in size shall be mounted on all fire department connections serving automatic sprinklers, standpipes or fire pump connections. Such signs shall read: AUTOMATIC SPRINKLERS, STANDPIPES or TEST CONNECTION, or a combination thereof as applicable.

912.5 Backflow protection. The potable water supply to automatic sprinkler and standpipe systems shall be protected against backflow as required by the Plumbing Code of New York State."

#25: Exits NYS Building Code 1001.1 & 2

"Identify on the Building Plans and documents, per each door, the following information: door width, door height, direction of swing, type of construction, hourly rating, and door closure"

All doors swing outward, exterior doors are 95", not rated, construction and door closures are shown below. Below is a copy of the door dimensions, hourly rating, swing type, door closer, and all information required for #25, as it relates to:

"1001.1 General. Buildings or portions thereof shall be provided with a means of egress system as required by this chapter. The provisions of this chapter shall control the design, construction and arrangement of means of egress components required to provide an approved means of egress from structures and portions thereof.

1001.2 Minimum requirements. It shall be unlawful to alter a building or structure in a manner that will reduce the number of exits or the capacity of the means of egress to less than required by this code."

This information is shown in #17 and in the ancillary diagrams below (door width 96", 0 hour rating, doors swing outward, etc.).

Product Type	French
Door Material	Steel
Glass Type	10-lite
Glass Insulation	Dual-pane
Color	N/A
Movement/Swing	In
Brickmould	No
Handle	Right
Handle Set Included	No
Screen Included	Yes
Weatherstripping	Yes
Warranty	1-year limited
Finish	Primed white
Rough Opening Height (Inches)	80

Rough Opening Width (Inches)	96
Lockset Bore	Yes
Jamb Width (Inches)	4.625
Actual Door Height (Inches)	79.5
Actual Door Width (Inches)	95.5
Maintenance	Paint
Fully assembled	Yes
ENERGY STAR Qualified Northern Zone	No
ENERGY STAR Qualified North/Central Zone	No
ENERGY STAR Qualified South/Central Zone	No
ENERGY STAR Qualified Southern Zone	No
Series	N/A
Handle Finish	N/A (no handle)
Hinge Finish	Polished brass

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

#26: Occupancy Load Building Code 1004 And Table 1004.1

"Identify the use/name of each room, dimensions of each room, and occupant loads per each room on the Building Plans"

Each room is identified on the plans with use, dimensions, and occupancy load per room. The maximum occupancy load for this building based up each rooms use is 70 occupants.

"1004.1 Design occupant load. In determining means of egress requirements, the number of occupants for whom means of egress facilities shall be provided shall be determined in accordance with this section. Where occupants from accessory areas egress through a primary space, the calculated occupant load for the primary space shall include the total occupant load of the primary space plus the number of occupants egressing through it from the accessory area.

1004.1.1 Areas without fixed seating. The number of occupants shall be computed at the rate of one occupant per unit of area as prescribed in Table 1004.1.1. For areas without fixed seating, the occupant load shall not be less than that number determined by dividing the floor area under consideration by the occupant per unit of area factor assigned to the occupancy as set forth in Table 1004.1.1. Where an intended use is not listed in Table 1004.1.1, the code enforcement official shall establish a use based on a listed use that most nearly resembles the intended use."

Below is a truncated version of Table 1004.1.1 as it relates to this dispensary

Function Of Space	Floor Area In Sq. Ft. Per Occupant
Business Areas	100 gross

"1004.2 Increased occupant load. The occupant load permitted in any building, or portion thereof, is permitted to be increased from that number established for the occupancies in Table 1004.1.1, provided that all other requirements of the code are also met based on such modified number and the occupant load does not exceed one occupant per 7 square feet (0.65 m^2) of occupiable floor space. Where required by the code enforcement official, an approved aisle, seating or fixed equipment diagram substantiating any increase in occupant load shall be submitted. Where required by the code enforcement official, such diagram shall be posted."

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

#27 And #28: Egress Width And Accessible Means Of Egress NYS Building Code 1005 and 1007.1

"Provide egress widths & cite applicable code section(s) and requirement(s) on the Building Plans"

"Provide accessible means of egress as per Section 1007 & cite applicable code section(s) and requirement(s) on the Building Plans."

The Rome dispensary complies with all local and state code regarding egress width and accessibility, according to table 1005.1 and 1007.1. There are two egresses in the facility. Our facility occupancy is 70, with 0.2 inches per occupant through non-stairway egresses is 14" of required egress out of 191" available egress.

"1005.1 Minimum required egress width. The means of egress width shall not be less than required by this section. The total width of means of egress in inches (mm) shall not be less than the total occupant load served by the means of egress multiplied by the factors in Table 1005.1 and not less than specified elsewhere in this code. Multiple means of egress shall be sized such that the loss of any one means of egress shall not reduce the available capacity to less than 50 percent of the required capacity. The maximum capacity required from any story of a building shall be maintained to the termination of the means of egress.

"1007.1 Accessible means of egress required. Accessible means of egress shall comply with this section. Accessible spaces shall be provided with not less than one accessible means of egress. Where more than one means of egress is required by Section 1015.1 or 1019.1 from any accessible space, each accessible portion of the space shall be served by not less than two accessible means of egress."

TABLE 1005.1 EGRESS WIDTH PER OCCUPANT SERVED

	WITHOUT SPRINKLER SYSTEM		WITH SPRINKLER SYSTEM[a]	
OCCUPANCY	Stairways (inches per occupant)	Other egress components (inches per occupant)	Stairways (inches per occupant)	Other egress components (inches per occupant)
Occupancies other than those listed below	0.3	0.2	0.2	0.15

29: Doors, Gates, And Turnstiles NYS Building Code 1008

"Means of egress doors shall meet the requirements of this section."

The Rome dispensary complies with all local and state code regarding egress doors. There are no gates or turnstiles at this facility. The NYS building code states:

"1008.1 Doors. Means of egress doors shall meet the requirements of this section. Doors serving a means of egress system shall meet the requirements of this section and Section 1018.2. Doors provided for egress purposes in numbers greater than required by this code shall meet the requirements of this section.

Means of egress doors shall be readily distinguishable from the adjacent construction and finishes such that the doors are easily recognizable as doors. Mirrors or similar reflecting materials shall not be used on means of egress doors. Means of egress doors shall not be concealed by curtains, drapes, decorations or similar materials.

1008.1.1 Size of doors. The minimum width of each door opening shall be sufficient for the occupant load thereof and shall provide a clear width of not less than 32 inches (813 mm). Clear openings of doorways with swinging doors shall be measured between the face of the door and the stop, with the door open 90 degrees (1.57 rad). Where this section requires a minimum clear width of 32 inches (813 mm) and a door opening includes two door leaves without a mullion, one leaf shall provide a clear opening width of 32 inches (813 mm). The maximum width of a swinging door leaf shall be 48 inches (1219 mm) nominal. Means of egress doors in a Group I-2 occupancy used for the movement of beds shall provide a clear width not less than 41.5 inches (1054 mm). The height of doors shall not be less than 80 inches (2032 mm).

As both stated and shown in earlier sections on doors, all external egress doors are 36", with internal doors of 32". All doors are clearly visible and distinguishable from the background. No doors are concealed or made of mirror like substances.

30: Interior Stairs NYS Building Code 1009

"Identify the following information for each stairway on the Building Plan(s): the width of stairways; the height, width, depth and number of risers and treads; dimensions of landings; stairway construction type; and handrail height."

The Rome dispensary has no accessible public stairs for our facility. The stairway in the building is not accessible by our section of the facility.

#31: Ramps NYS Building Code 10010.1

"Identify the following information of each ramp, on the Building Plan(s): width; total vertical rise; length of ramp; and handrail height."

The Rome dispensary has five handicapped accessible curb ramps. Two for the main facility parking lot and building entrance, and another three for the side entrance. All ramps are marked below, and all ramps share the same vertical rise and length of ramp. There is no ramp in the actual building, so provision 10010 doesn't apply due to the exception, except in regards to ICC/ANSI A117.1 compliance. The curb ramps are ICC/ANSI A1171 compliant.

"1010.1 Scope. The provisions of this section shall apply to ramps used as a component of a means of egress. Exceptions: 2. Curb ramps shall comply with ICC/ANSI A117.1."

Below are the ICC/ANSI A117.1 excerpts that pertain to our Rome Dispensaries curbs:

"406.3 Sides of Curb Ramps. Where provided, curb ramp flares shall not be steeper than 1:10.
406.4 Width. Curb Ramps shall be 36 inches minimum in width, exclusive of flared sides
406.5 Floor Surface. Floor surfaces of curb ramps shall comply with section 302
406.6 Location. Curb Ramps and the flared sides of the curb ramps shall be located so they do not
Curb ramps and the flared sides of curb ramps shall be located so they do not project into vehicular traffic lanes, parking spaces, or parking access aisles. Curb ramps at marked crossings shall be wholly contained within the markings, excluding any flared sides.
406.7 Landings shall be provided at the tops of curb ramps. The clear length of the landing shall be 36 inches (915 mm) minimum. The clear width of the landing shall be at least as wide as the curb ramp, excluding flared sides, leading to the landing.
406.8 Obstructions. Curb ramps shall be located or protected to prevent their obstruction by parked vehicles.
406.9 Handrails. Handrails are not required on curb ramps."

Our proposed facilities curbs have a 38" wide ramp that flares in such a way as to not project into traffic, with clear landings and the slope is 1:6, under the requirement of 1:10. Note: no handrails are need as per this compliant specification.

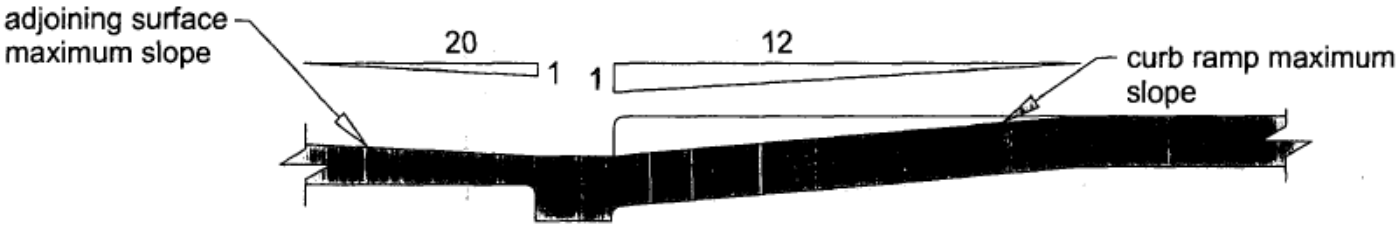
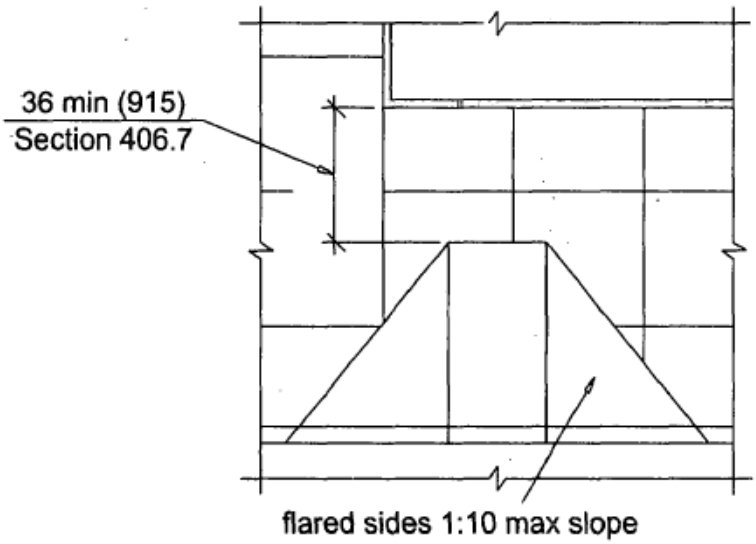
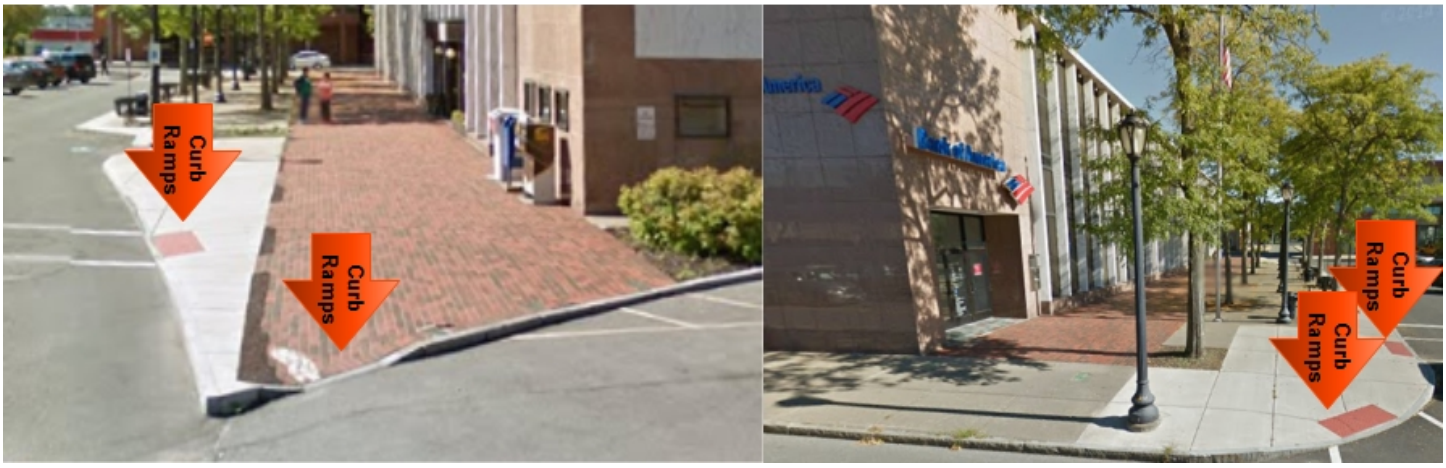


Fig. 406.2
Counter Slope of Surfaces Adjacent to Curb Ramps





#32: Common Path Of Travel NYS Building Code 1014.3

"Identify on the Building Plan(s): the length of the "Common Path of Travel" per each room as per applicable building code requirements."

The Rome dispensary is a Group B with an egress travel limit of 150ft. All rooms are under 150ft of travel to the nearest egress as shown on the layout below, with the max distance being 146ft. The allotment of increased travel is permissible due to the sprinkler system.

"1014.3 Common path of egress travel. In occupancies other than Groups H-1, H-2 and H-3, the common path of egress travel shall not exceed 75 feet (22 860 mm). In Group H-1, H-2 and H-3 occupancies, the common path of egress travel shall not exceed 25 feet (7620 mm). For common path of egress travel in Group A occupancies having fixed seating, see Section 1025.8."

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

#33: Exit Doorway Arrangement NYS Building Code 1014.3

"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."

The Rome dispensary is a Group B occupancy with a max occupants of 70, which requires two egresses from the main building. Both egresses are shown on the plan below, along with each room's occupancy value

"1015.1 Exit or exit access doorways required. Two exits or exit access doorways from any space shall be provided where one of the following conditions exists:
1. The occupant load of the space exceeds the values in Table 1015.1.
2. The common path of egress travel exceeds the limitations of Section 1014.3.
3. Where required by Sections 1015.3, 1015.4 and 1015.5."

TABLE 1015.1 SPACES WITH ONE MEANS OF EGRESS

OCCUPANCY	MAXIMUM OCCUPANT LOAD
A, B,E[a], F, M, U	49
H-1, H-2, H-3	3
H-4, H-5, I-1, I-3, I-4, R	10
S	29

#33: Corridor Fire Rating NYS Building Code 1017.1

"Identify, on the Building Plan(s): all corridors with required fire resistance and the applicable fire rating."

The Rome dispensary is a Type 5A, with a sprinkler system which requires 0 hour fire rating for corridors. This question is not applicable.

TABLE 1017.1 CORRIDOR FIRE-RESISTANCE RATING

OCCUPANCY	OCCUPANT LOAD SERVED BY CORRIDOR	REQUIRED FIRE-RESISTANCE RATING (hours)	
		Without sprinkler system	With sprinkler system[c]
H-1, H-2, H-3	All	Not Permitted	1
H-4, H-5	Greater than 30	Not Permitted	1
A, B, E, F, M, S, U	Greater than 30	1	0
R	Greater than 10	Not Permitted	0.5
I-2[a], I-4	All	Not Permitted	0
I-1, I-3	All	Not Permitted	1[b]

#35: Corridor Width NYS Building Code 1017.2

"Identify on the Building Plan(s): the width of all corridors. Provide applicable code section(s) and requirement(s)."

The Rome dispensary has no corridors. This section is not applicable.

#36: Corridor Width NYS Building Code 1017.3

"Corridors shall not exceed the maximum dead end corridor length as per applicable code.

The Rome dispensary has no dead end corridors. This section is not applicable.

#37: Number of Exits and Continuity NYS Building Code 1019

"Identify on the Building Plan(s): required number of exits, continuity and arrangement as per the

applicable code requirements."

The Rome dispensary has two exits to comply with table 1019.1

TABLE 1019.1 MINIMUM NUMBER OF EXITS FOR OCCUPANT LOAD

OCCUPANT LOAD (persons per story)	MINIMUM NUMBER OF EXITS (per story)
1-500	2
501-1,000	3
More than 1,000	4

"1019.1 Minimum number of exits. All rooms and spaces within each story shall be provided with and have access to the minimum number of approved independent exits required by Table 1019.1 based on the occupant load of the story, except as modified in Section 1015.1 or 1019.2. For the purposes of this chapter, occupied roofs shall be provided with exits as required for stories. The required number of exits from any story, basement or individual space shall be maintained until arrival at grade or the public way."

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

#38: Vertical Exit Enclosures NYS Building Code 1020

"Identify on the Building Plan(s): all applicable code requirements for each Vertical Exit Enclosure."

The Rome dispensary has no vertical exit enclosures. These section is not applicable.

#39: Exit Passageways NYS Building Code 1021

"Identify on the Building Plan(s): all applicable code requirements for each Exit Passageway"

The Rome dispensary has two egress passageways. It is marked below in highlighted blue.

"1021.1 Exit passageway. Exit passageways serving as an exit component in a means of egress system shall comply with the requirements of this section. An exit passageway shall not be used for any purpose other than as a means of egress."

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

#41: Exterior Exit Ramps & Stairways NYS Building Code 1023

"Identify on the Building Plan(s): all applicable code requirements for each Horizontal Exit."

The Rome dispensary has no exterior exit ramps or stairways.

#42: Exit Discharge NYS Building Code 1023

"1024.1 General. Exits shall discharge directly to the exterior of the building. The exit discharge shall be at grade or shall provide direct access to grade. The exit discharge shall not reenter a building."

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

#43: Accessibility 1101.1-1110 & ICC/A117.1(03)

"Identify on the Building Plan(s): all applicable code requirements such that the design and construction of each building/facility provides accessibility to physically disabled persons."

The Rome dispensary has a curb type handicapped accessible ramp, and handicapped accessible front door width. Each aspect of the facility FULLY complies with the accessibility law. In addition it has secure floor that complies with ICC/A117.1(03)-*302.2:*

"Carpet or carpet tile shall be securely attached and shall have a firm cushion, pad, or backing or no cushion or pad. Carpet or carpet tile shall have a level loop, textured loop, level cut pile, or level cut/uncut pile texture. The pile shall be ½ inch (13 mm) maximum in height. Exposed edges of carpet shall be fastened to the floor and shall have trim along the entire length of the exposed edge. Carpet edge trim' shall comply with Section 303."

The facility also features open floor space dimensions, clear of obstructions that allows for adequate wheelchair access and mobility within the facility to comply with section 305.3. It also meets all guidelines for accessible routes listed in section 401.1.

"305.3 Size. The clear floor space shall be 48 inches (1220 mm) minimum in length and 30 inches (760mm) minimum in width."

"401.1 Scope. Accessible routes required by the scoping provisions adopted by the administrative authority shall comply with the applicable provisions of Chapter 4.

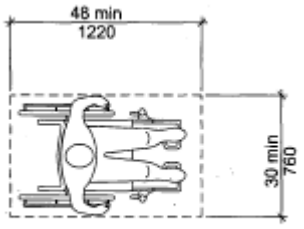


Fig. 305.3
Size of Clear Floor Space

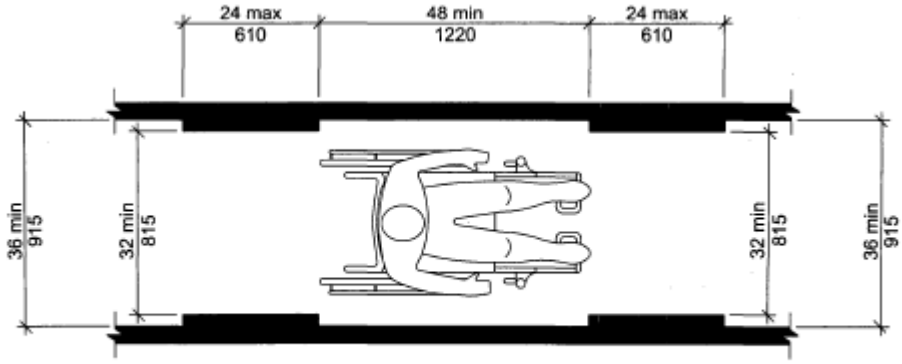


Fig. 403.5
Clear Width of an Accessible Route

The facility will be clear of protruding objects to comply with all of section 307.

"307.1 General. Protruding objects on circulation paths shall comply with Section 307."

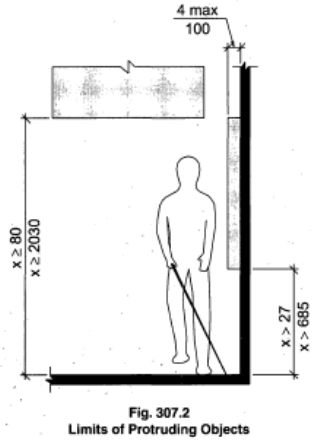


Fig. 307.2
Limits of Protruding Objects

The facility will have adequate knee and toe clearance to comply with section 306.

"306.1 General. Where space beneath an element is included as part of clear floor space at an element, clearance at an element, or a turning space, the space shall comply with Section 306. Additional space beyond knee and toe clearance shall be permitted beneath elements."

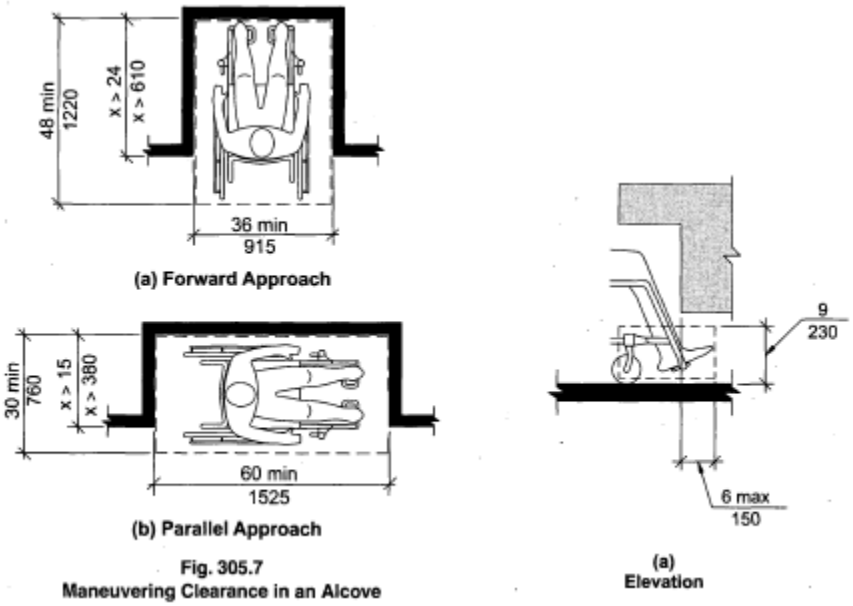


Fig. 305.7
Maneuvering Clearance in an Alcove

The facility will operate in such a manner as to comply with all of section 308 regarding handicapped accessible reach.

"308.1 General. Reach ranges shall comply with Section 308."

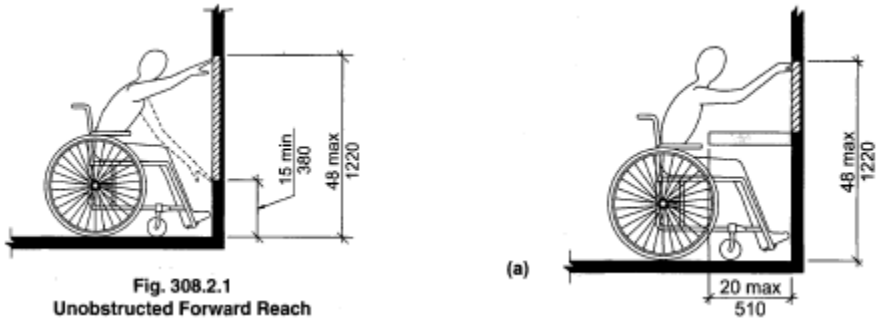


Fig. 308.2.1
Unobstructed Forward Reach

Our Rome dispensary facility meets all section 309 compliance requirements. This includes an operable table at the cashier counter with a handicapped accessible parts.

"309.1 General. Operable parts required to be accessible shall comply with Section 309."

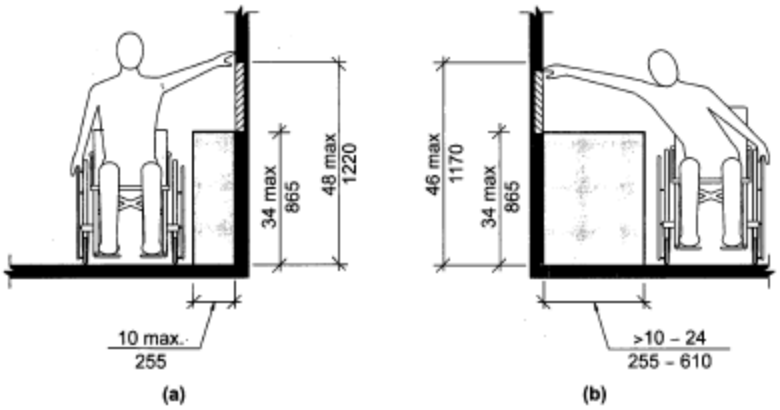


Fig. 308.3.2
Obstructed High Side Reach

Our Rome dispensary features handicapped accessible bathrooms. This includes door swing, mirrors, handrails, and toilet height. However, due to our building being type B, there is an exception allowed by law for foregoing the vertical grab bar. Our facility does not have vertical grab bars, only horizontal, as required by law.

"603.1 General. Accessible toilet and bathing rooms shall comply with Section 603."
"In Type A and Type B units, the vertical grab bar component is not required."

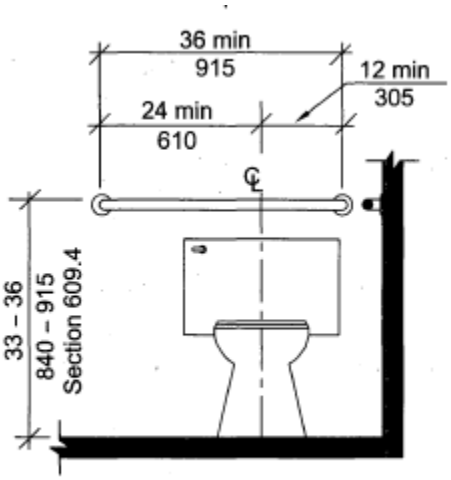


Fig. 604.5.2
Rear Wall Grab Bar for Water Closet

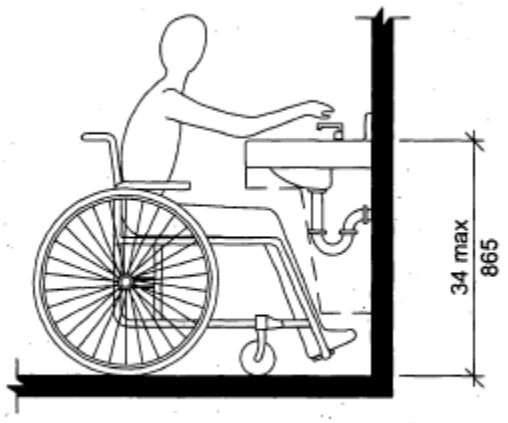


Fig. 606.3
Height of Lavatories and Sinks

Our Rome facility is fully compliant with all additional interior ICC/A117.1(03) requirements. In addition all external elements such as ramp elevation ratios and handicapped parking are also compliant listed in earlier sections.

#44: Energy Conservation 2010 NYS ECCC & IECC 2012

"Identify the R-Value and U-Value of each construction component and assembly of the building envelope as required in the applicable energy and building code(s)."

All of the required R and U value calculations are listed in the signed architectural forms below.

#45 and #46: Emergency & Standby Power & Smoke Control Systems NYS Building Code 2702

"Identify emergency & Standby Power locations and specifications of the system to be provided."
"Identify the Standby power for smoke control systems in accordance with Section 909.11 of NYS Building Code."

The Rome dispensary features a battery backup system as an integrated part of the fire system design and the smoke control system is able to run in standby mode. This complies with NYS building code 2702 parts 2702.1 and 2702.2.2.

"2702.1 Installation. Emergency and standby power systems required by this code or the Fire Code of New York State shall be installed in accordance with this code, NFPA 110 and 111.
"2702.2.2 Smoke control systems. Standby power shall be provided for smoke control systems in accordance with Section 909.11."

#47: Plumbing Fixture Count NYS Building Code 2902.1

"Identify on the Building Plan: the minimum plumbing facilities as per applicable plumbing code."

Below are two images that correlate to question 47, with the top image being the facility layout and the following image as the legend for plumbing facility location.

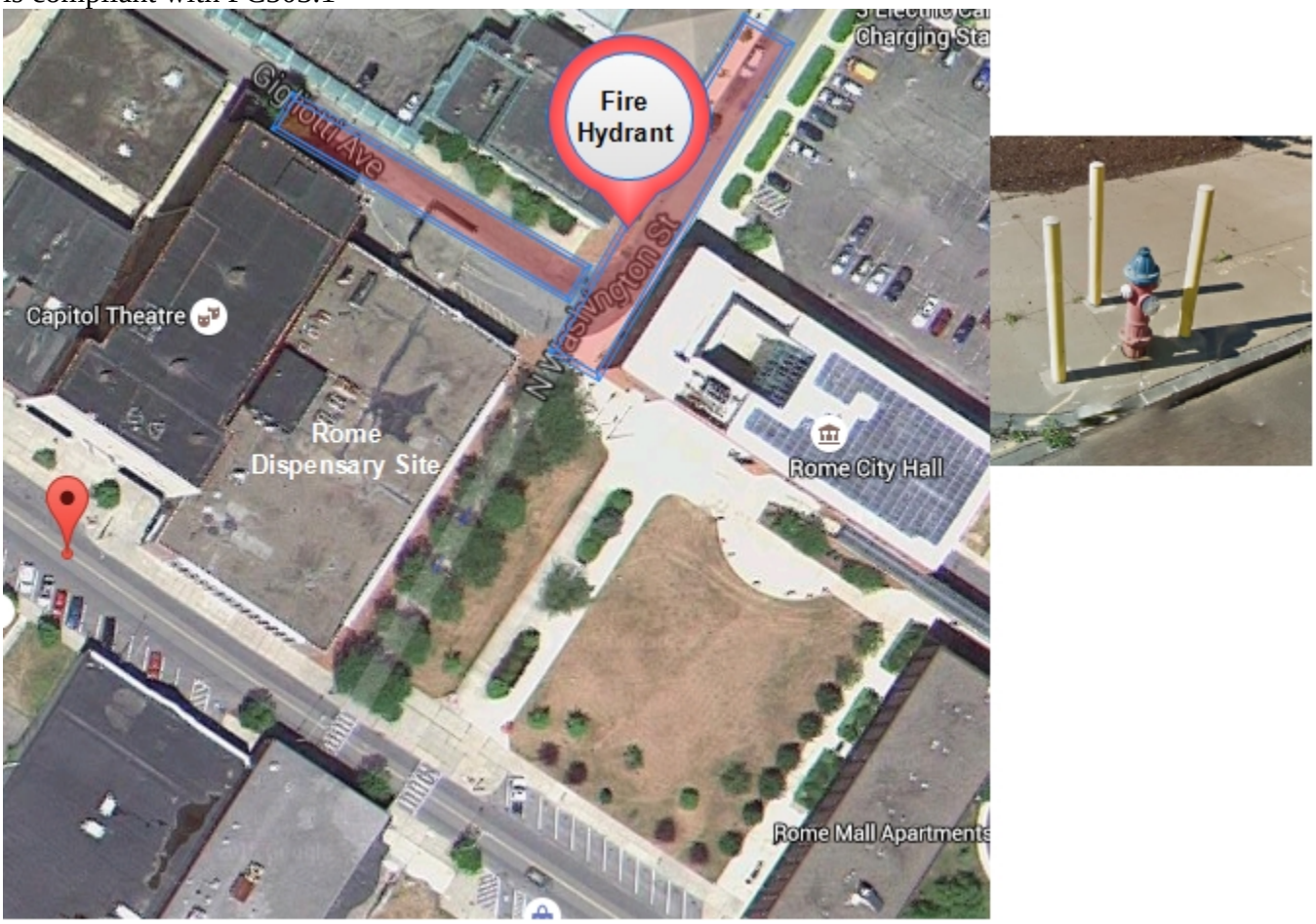
TABLE 2902.1—continued MINIMUM NUMBER OF REQUIRED PLUMBING FIXTURES[a] [P]

NO.	CLASSIFICATION	OCCUPANCY	DESCRIPTION	WATER CLOSETS (URINALS SEE SECTION 419.2 OF THE *PLUMBING CODE OF NEW YORK STATE*)		LAVATORIES		BATHTUBS/ SHOWERS	DRINKING FOUNTAINS (SEE SECTION 410.1 OF THE *PLUMBING CODE OF NEW YORK STATE*)	OTHER[f]
				MALE	FEMALE	MALE	FEMALE			
2	Business (see Sections 2902.2, 2902.4 and 2902.4.1)	B	Buildings for the transaction of business, professional services, other services involving merchandise, office buildings, banks, light industrial and similar uses	1 per 25 for the first 50 and 1 per 50 for the remainder exceeding 50	1 per 25 for the first 50 and 1 per 50 for the remainder exceeding 50	1 per 40 for the first 80 and 1 per 80 for the remainder exceeding 80	1 per 40 for the first 80 and 1 per 80 for the remainder exceeding 80	—	1 per 100	1 service sink

#49: Fire Apparatus Access Road NYS Building Code FC503.1

"Identify on the Site Plan: Fire Apparatus Road, Fire Lane and other Fire Service requirements per applicable Building and Fire Codes."

Pictured Below is the Rome dispensaries fire lane, hydrant, and apparatus road and the location is compliant with FC503.1



NEW YORK STATE | Department of Health

Medical Marijuana Program
Application for Registration as
a Registered Organization

Appendix B: Architectural Program

A SEPARATE "APPENDIX B" SHALL BE COMPLETED FOR EACH SEPARATE BUILDING AND/OR FACILITY INCLUDED IN THE ORGANIZATION'S BUSINESS PLAN

COMPANY INFORMATION	
Business Name:	LabCare, Inc.
Facility Type:	Manufacturing Facility ☑ Dispensing Facility ☐
Use and Occupancy Classification:	F-2
Building Construction Type and Classification:	
Facility Address:	2080 Military Road, Tonawanda, NY 14150
Primary Contact Telephone number:	855-934-3837
Primary Contact Fax number:	

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 ☐ Oil ☑ Electric
☐ Solar ☐ Other _____

Engineering Systems:
☑ Heating System: Type Gas, Size 30 Ton Efficiency 94%,
Ventilation Requirements _____
☑ Cooling System: Type A/C, Size 30 Ton Efficiency 94%,
Ventilation Requirements _____
☑ Ventilation & Humidification Systems:
Type Powered, Size _____, Efficiency _____,
Ventilation Requirements _____
☑ Electrical Distribution Available 1 MegaWatt Expand 6.5
☑ Water Supply: Municipal Water Service Yes or Private Well Water _____
☑ Sewage: Municipal Sewer System YES or Private Septic System _____
☐ Emergency Power System:
Type _____, Size _____ Efficiency _____,

Appendix B – Architectural Program

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

Appendix B – Architectural Program

Select Project Type: Check all that apply. Refer to the Existing Building Code for definitions.	☐ New Building ☑ Repair ☐ Alteration Level 1 ☐ Alteration Level 2	☐ Alteration Level 3 ☐ Change of Occupancy ☐ Addition ☐ Historic Building	☐ Demolition ☐ Chapter 3. Prescriptive Compliance Method ☐ Chapter 13. Performance Compliance Method
Select Work Involved: Check all that apply.	☑ General Construction ☐ Roofing ☐ Asbestos Abatement/Environmental ☐ Fire Alarm	☐ Structural ☐ Mechanical ☐ Plumbing ☐ Electrical	☐ Site Work ☐ Sprinkler ☐ Elevators ☐ Other:_____

CODE COMPLIANCE REVIEW

Applicant shall provide all applicable information in regards to the code topic and section listed below.

1. Code Compliance Review is based on the 2010 NY State Building Code for New Construction. If any other building code applies to the location or type of construction, provide applicable code and sections that most closely relates and references the code topic and information in the code sections listed below. Provide appropriate abbreviations for other applicable codes, such as: **FC:** ***Fire Code*****, PC:** ***Plumbing Code*****, MC:** ***Mechanical Code*****, FGC:** ***Fuel Gas Code*****, ECCC:** ***Energy Conservation Code.***
2. Provide the Required standard for each applicable code section. (i.e.: area, quantity, classification type, materials, hourly separation, etc.). If section does not apply, indicate one of the following with explanation: **NA:** *Not Applicable*, **NR:** *Not Required*, **NP:** *Not Permitted*
3. Provide your facilities "Actual" value for each required standard as per applicable code section.

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
1	Use & Occupancy Classification	302.1 - 312	N/A	Use & occupancy of this facility. Identify all applicable materials, class and quantities regarding Table 307.1.	Type 2B Group F	Type 2B Group F

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
2	Combustible Storage	413	N/A	All combustible storage areas and rooms, as per applicable Building and Fire Codes. Identify all combustible stored materials, area and room dimensions, all required fire separations, and exit requirements.	N/A (All)	N/A (All)
3	Hazardous Materials	414	N/A	All hazardous materials stored or used as per applicable Building and Fire Codes. Identify all combustible stored materials, area and room dimensions, all required fire separations, and exit requirements.	N/A (All)	N/A (All)
4	Hazardous Materials Control Areas	414.2	N/A	Provide additional information indicating number, size, materials stored, and quantity of each material.	N/A (All)	N/A (All)
5	Building Area & Height	501-507	N/A	Provide the building area & height Provide all calculations and cite applicable code sections for increased Building Area & Heights allowed per building code(s).	Area: 56,840sf; Height: 29'4"	Area: 56,840sf; Height: 29'4" See Attached For Increase Allotment Up To 97,400sq/ft
6	Incidental Use Areas	508.2	N/A	Identify all Incidental Use Areas and required fire separation of occupancies on Building Plans.	N/A (All)	N/A (All) (No TABLE 508.2 factors)

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
7	Mixed Occupancies	508.3	N/A	Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	N/A	N/A
8	Nonseparated Uses	508.3.2	N/A	Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	N/A	N/A
9	Separated Uses (Ratio < 1)	508.3.3	N/A	Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	N/A	N/A
10	Construction Classification	602	N/A	Provide Construction Classification per each building included in Application.	Type 2B	Type 2B
11	Fire Resistance Rating Reqm't for Building Elements	Table 601	N/A	Provide Fire Resistance Rating per each building element as per Table 601. Identify rating & elements on Building Plans.	N/R-See Attachment	N/R-See Attachment

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
12	Exterior Wall Fire-Resistance Rating	Table 602	N/A	Identify required fire resistance rating of exterior walls on Building Plan(s).	N/R	N/R
13	Exterior Fire Separation Distance	Table 602	N/A	Identify required fire separation distance of exterior walls between Buildings on Plan.	N/R	N/R
14	Fire Walls	705	N/A	Provide code information and identify all applicable required Fire Wall(s) and fire resistance requirement on Building Plans.	N/R	N/R
15	Fire Barriers	706	N/A	Provide code information and identify all applicable required Fire Barrier(s) and fire resistance requirement on Building Plans.	N/R	N/R
16	Shaft Enclosures	707	N/A	Provide code information and identify all applicable required Shaft Wall(s) and fire resistance requirement on Building Plans.	N/R-See Attachment	N/R-See Attachment
17	Fire Partitions	708	N/A	Provide code information and identify all applicable required Fire Partition(s) and fire resistance requirement on Building Plans.	N/R-See Attachment	N/R-See Attachment

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
18	Horizontal Assemblies	711	N/A	Provide code information and identify all applicable required Horizontal Assemblies and fire resistance requirement on Building Plans.	N/R-See Attachment	N/R-See Attachment
19	Fire Protection: Sprinkler System	903	N/A	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.	N/R-See Attachment	N/R-See Attachment
20	Alt. Fire Extinguishing System	904	N/A	Provide code information of all applicable requirements for Alternative Automatic Fire-Extinguishing Systems with code section(s) cited.	N/R-See Attachment	N/R-See Attachment
21	Standpipe System	905	N/A	Provide code information of all applicable requirements for Standpipe Systems with code section(s) cited.	N/R-See Attachment	N/R-See Attachment
22	Fire Alarm & Detection Systems	907	N/A	Provide code information of all applicable requirements for Fire Alarm System(s) with code section cited. Indicate Type of Fire Alarm System ☐ Addressable ☑ Hardwired (zoned)	Yes, Required	Yes, Sonitrol System -See Attached

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[2]
23	Emergency Alarm System	908	N/A	Provide code information of all applicable requirements for Emergency Alarm Systems with code section cited.	N/R-See Attachment	N/R-See Attachment
24	Fire Department Connections	912	N/A	Identify Fire Department connections in accordance with NFPA applicable standard.	See Attachment	See Attachment
25	Exits	1001.1 &2	N/A	Identify on the Building Plans and documents, per each door, the following information: door width, door height, direction of swing, type of construction, hourly rating, and door closures.	See Attached	36", outward swing, aluminum/glass, 0Hr, Auto Closures - See Attachment
26	Occupant Load	1004 & Table 1004.1.1	N/A	Identify the use/name of each room, dimensions of each room, and Occupant Loads per each room on the Building Plans.	See Attached	218 - See Attached
27	Egress Width	1005	N/A	Provide egress widths & cite applicable code section(s) and requirement(s) on the Building Plans	43.6"	218"
28	Accessible Means of Egress	1007.1	N/A	Provide accessible means of egress as per Section 1007 & cite applicable code section(s) and requirement(s) on the Building Plans.	5 Egress-See Attached	8 Egresses-See Attached

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
29	Doors, Gates, and Turnstiles	1008	N/A	Means of egress doors shall meet the requirements of this section.	36"	36" Doors - See Attached
30	Interior Stairs	1009	N/A	Identify the following information for each stairway on the Building Plan(s): the width of stairways; the height, width, depth and number of risers and treads; dimensions of landings; stairway construction type; and handrail height.	N/R	N/R
31	Ramps	1010.1	N/A	Identify the following information of each ramp, on the Building Plan(s): width; total vertical rise; length of ramp; and handrail height.	N/R - Outside Curb Handicapped Accessible	N/R - Outside Curb Handicapped Accessible
32	Common Path of Travel	1014.3	N/A	Identify on the Building Plan(s): the length of the "Common Path of Travel" per each room as per applicable building code requirements.	See Attached	See Attached
33	Exit Doorway Arrangement	1015	N/A	Identify on the Building Plan(s): applicable building code requirements for all Exits and Exit Access Doorways per each room and required exits in all buildings.	See Attached	See Attached
34	Corridor Fire Rating	1017.1	N/A	Identify, on the Building Plan(s): all corridors with required fire resistance and the applicable fire rating.	Type B-1hr.-layout	Type B-1hr.-layout - See Attached

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
35	Corridor Width	1017.2	N/A	Identify on the Building Plan(s): the width of all corridors. Provide applicable code section(s) and requirement(s).	Layout-corridor width-at least 44", see #27 for answer	
36	Dead End Corridor	1017.3	N/A	Corridors shall not exceed the maximum dead end corridor length as per applicable code.	N/A	N/A
37	Number of Exits and Continuity	1019	N/A	Identify on the Building Plan(s): required number of exits, continuity and arrangement as per the applicable code requirements.	5	8 -See Attached
38	Vertical Exit Enclosures	1020	N/A	Identify on the Building Plan(s): all applicable code requirements for each Vertical Exit Enclosure.	N/R	N/R
39	Exit Passageways	1021	N/A	Identify on the Building Plan(s): all applicable code requirements for each Exit Passageway.	N/R	N/R
40	Horizontal Exits	1022	N/A	Identify on the Building Plan(s): all applicable code requirements for each Horizontal Exit.	N/R	N/R

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
41	Exterior Exit Ramps & Stairways	1023	N/A	Identify on the Building Plan(s): all applicable code requirements for each exterior exit ramps and stairways.	See Attached	See Attached
42	Exit Discharge	1024	N/A	Identify on the Building Plan(s): all applicable code requirements for each Exit Discharge.	See Attached	See Attached
43	Accessibility	1101.1 - 1110 & ICC/A117. 1(03)	N/A	Identify on the Building Plan(s): all applicable code requirements such that the design and construction of each building/facility provides accessibility to physically disabled persons.	Full Compliance	Full ICCA/A117 Compliant Bathrooms, Ramp, Doors -See Attached
44	Energy Conservation	2010 NYS ECCC & IECC 2012	N/A	Identify the R-Value and U-Value of each construction component and assembly of the building envelope as required in the applicable energy and building code(s).	E. County-5A	Local Zoning Compliant R & U
45	Emergency & Standby Power	2702.1	N/A	Identify emergency & Standby Power locations and specifications of the system to be provided.	See Attached	See Attached
46	Smoke Control Systems	2702.2.2	N/A	Identify the Standby power for smoke control systems in accordance with Section 909.11 of NYS Building Code.	N/R	N/R

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
47	Plumbing Fixture Count	2902.1		Identify on the Building Plan(s): the minimum plumbing facilities as per applicable plumbing code(s).	See Attached	See Attached
48	Available Street Water Pressure			Provide the available street or well water pressure.	N/R	55PSI
49	Fire Apparatus Access Road	FC503.1		Identify on the Site Plan: Fire Apparatus Road, Fire Lane and other Fire Service requirements per applicable Building and Fire Codes.	See Attached	See Attached

Appendix

B-5

RO Application
DOH-5138
Medical Marihuana

Tonawanda Architectural Details

Appendix B has been broken up into five sub sections for convenience and ease of accessibility for physical copies. Appendix B1-5 is broken down by real estate locations as follows:

1. **Appendix "B-1" Fairport Dispensary Architectural Plan**
2. **Appendix "B-2" Amherst Dispensary Architectural Plan**
3. **Appendix "B-3" Syracuse Dispensary Architectural Plan**
4. **Appendix "B-4" Rome Dispensary Architectural Plan**
5. **Appendix "B-5" Tonawanda Production Facility Architectural Plan**

"1004.6 b (11) evaluation of the applicant's proposed operating plan and suitability of the proposed manufacturing and dispensing facilities, including but not limited to the suitability of the location and architectural and engineering design of the proposed facilities. Department approval of the applicant's operating plan and architectural and engineering design of the proposed facilities shall be required for issuance of a registration."

LabCare has four dispensaries and one production facility located throughout NYS. Each facility has its own site plans, sketches, and full descriptions to fully comply with the following NYS DOH regulations:

"1004.6 B (11) architectural program and sketches of the applicant's proposed manufacturing and dispensing facility(ies) including the following:

(i) site plans;

(ii) schematic architectural and engineering design drawings and single line sketches in an appropriate scale showing the relationship of various buildings to each other, room configurations, major exit corridors, exit stair locations, and circulation along with existing buildings if additions or alterations are part of the project;

(iii)outline specifications for the type of construction proposed including a description of energy sources, type and location of engineering systems proposed for heating, cooling, ventilation and electrical distribution, water supply and sewage;"

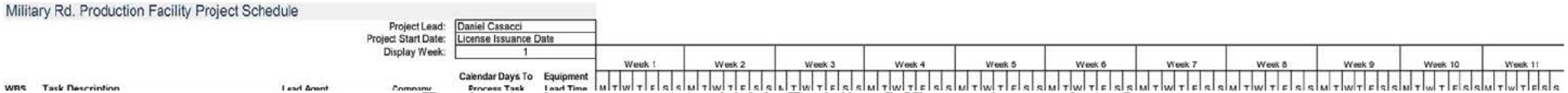
In addition, LabCare and its representatives agree not to make any substantial alterations to the structure or architectural design of any building proposed, with the written approval of the DOH to remain complain with NYS DOH regulation:

"1004.10 8 (4) make substantial alterations to the structure or architectural design of a manufacturing or dispensing facility without prior written approval of the department"

This section is meant to coincide and act as support documentation for the Appendix B form provided by the DOH. In all cases we broke images down into smaller building plan layouts and site plans so they could be more visible read on an 8.5x11 sheet of paper, so it could be inserted and viewed properly as a combined pdf file.

LabCare's Tonawanda Production Facility Construction Timeline

Below is the construction timeline for our Tonawanda production facility. The entire site can be repaired to fully functional operation less than eleven weeks. This includes scheduling of security staff between each dispensary, outdoor signage, and all required repairs. While it will take 11 weeks to get fully operational, we can have some areas ready to plant seeds, with 24 hour security supervision within 30 days.



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

LabCare's Erie County Tonawanda Production Facility Architectural Plan

Our Tonawanda based manufacturing and production facility is located in Erie County and has over 56,000 square foot of space.

Each section of Appendix B provided by the DOH as part of the application is properly filled out to be fully compliant with the regulations required by NYS. All of the required ancillary layout and site plant attachments are shown in this portion of the application. Due to the size constraints of standard 8.5"x11" paper, a broad overview of each layout is shown, along with zoomed in sections to help identify the required elements to comply with the application.

Part II – Site Plan (Public Parking Spaces, Staff Parking Spaces, Accessible Parking Spaces)

"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."

There are 69 total parking spots in the facilities, with room for additional parking spots if required. All parking spots are available for staff, as no patients will be entering the facility. The dimensions and locations are listed below.

Part II – Percentage Of Green Space

"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."

There is a total of 59.2% green space at the Tonawanda Facility with 8% being the local town zoning ordinance requirement. This facility was built in 1950, prior to local zoning requirements for any green space. The dimensions and locations are listed below.

Part II – Fire Lane and/or Fire Apparatus Road

"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."

Due to the age of the building there is no town ordinance or site maps related to fire lanes. However, in for quick accessibility of fire suppression services, all LabCare staff will adhere to the proposed fire lane shown on the following map. There is also one fire hydrant shown on the map, along with the proposed fire lane. The proposed fire lane has been highlighted in red for easier viewing, however the street curves slightly around the highlighted zone. The dimensions are listed along the side of the street and locations are listed below and zoomed in for easy visibility.

Part II – Loading And Unloading

"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."

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

Part II – Accessible Routes

"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."

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

Part II – Entrances And Exits

"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."

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

Part III – Energy & Engineering

Each section of Part III for our Tonawanda production is filled out on the included Appendix B form. The water line into the building is 4" with a PSI rating of 55. However, unlike the dispensaries, the production facility requires upgrades to achieve our compliance standards for both HVAC design, and our class 10,000 clean room. The production area of the facility will also receive a 2" thick spray foam insulation coating, along with a vapor barrier polyurethane to prevent moisture damage. Finally, there is a power upgrade to 6.5 megawatt of power from the current 1MW capacity through Frey Electric.

MJ # MECHANICAL SERVICES, INC.

HVAC Installation:
Retrofit Equipment:
Preventive Maintenance &
Emergency Service:

Sheet Metal & Custom Pipe Fabrication:
Design Build: NEBB Certified Balancing: Cleanrooms & Laboratories: Building Controls: Medical Gas Piping

May 28, 2015

Mr. Chris Casacci
NYSLabCare

Re: 2080 Military Road
ISO 7 – Class 10,000 Clean Room
MJ Bid #4274

PROPOSAL

DESIGN CRITERIA

- Air Changes: 50 per hour
- Temperature: 70°F – 74°F
- Relative Humidity: 45% - 55% year round

SCOPE OF WORK

As per our walk-thru and your requirements, we propose to provide the following:

Clean Room:

- Complete ceiling grid system to include Gordon 1-1/2" gasketed grids
- Vapor-proof tiles
- (16) high efficiency vapor-proof sealed fluorescent lights
- Seven (7) MAC 10 fan powered HEPA filters (30% pre-filters & 99.97% final filters)
- All associated hardware & material to support grid system & components

HVAC:

- Environmental heating & cooling unit
  - 3 tons of cooling
  - 10 KW of electric heat within air handler
  - SCR controls
  - Remote condensing unit to be located on roof with fan modulation & low ambient kit

- One (1) 4,500 CFM direct drive fan at ¾" static pressure
  - Aluminum construction
  - To be ducted into MAC 10's from low room side stainless steel return air grilles. This will scrub air continuously.

- Neptronic Humidifier
  - Stainless steel duct wand
  - Humidistat

Anti-Room:

- One (1) 2 x 2 MAC 10 HEPA filter with low room side return (Based on room being 6' x 6')

Product Pass-Thru:

- One (1) 24" x 24" stainless steel pass-thru with view glass & door interlocks

Controls:

- SCR controller for heat
- Humidistat & digital thermostat
- Anti-Room & Clean Room magnehelic gauges to measure pressurization with visual alarm
- Low voltage wiring

Ductwork:

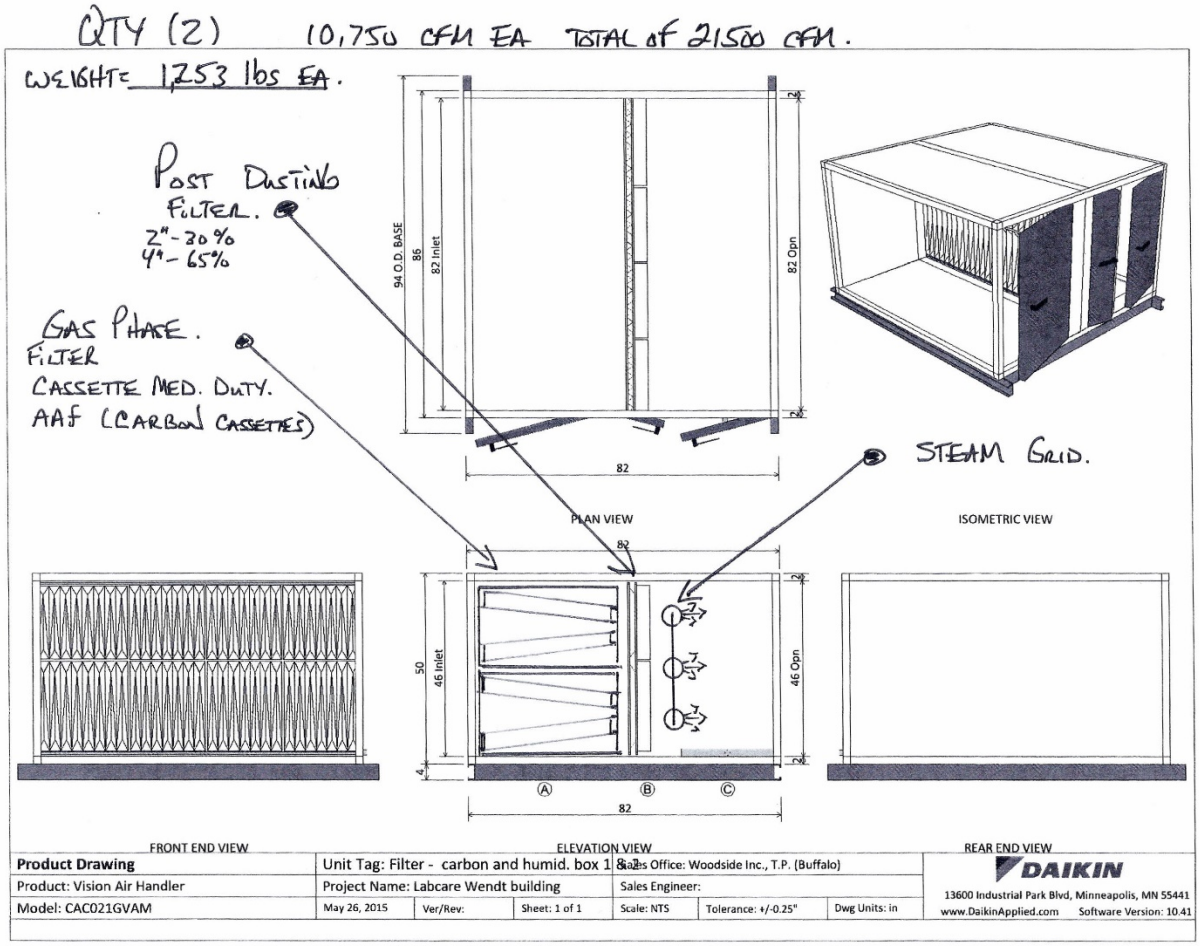
- All return duct grilles to be stainless steel
- Based on duct chases being provide in wall
- All supply & return duct to have balancing dampers
- All ductwork to be TDF style & Lindab gasketed
- Supply & return duct will be wrapped with FSK insulation
- Duct to be constructed of prime galvanized G60 steel

Miscellaneous:

The complete project will include the following:

- Refrigeration piping with insulation
- Water & drain piping for humidifier within 50 ft.
- Rigging, crane & truck charges
- CAD drawings

- Check, test & start
- NEBB certified balancing with report
- Third party clean room certification to meet federal guidelines & requirements

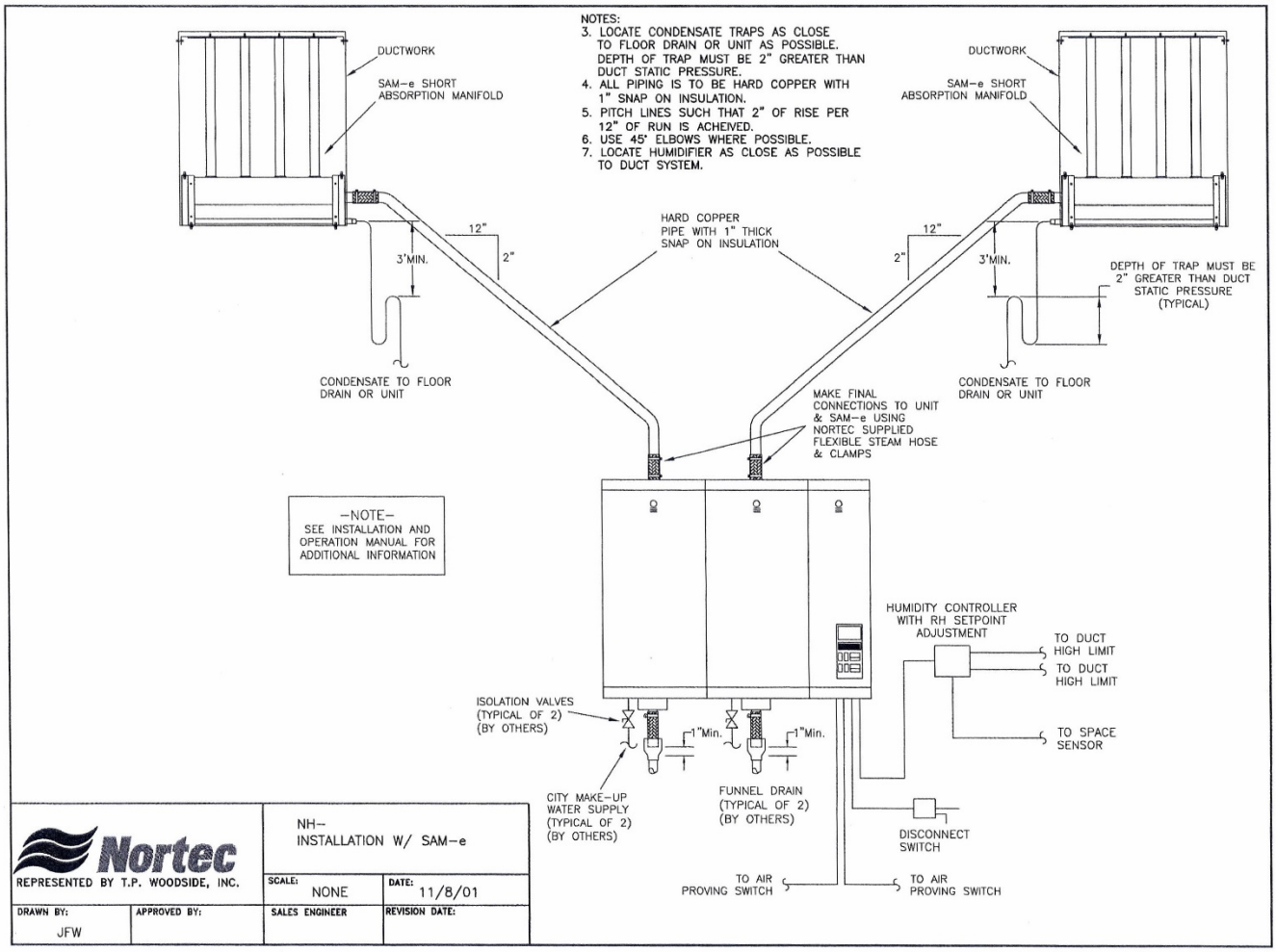


Data Sheet

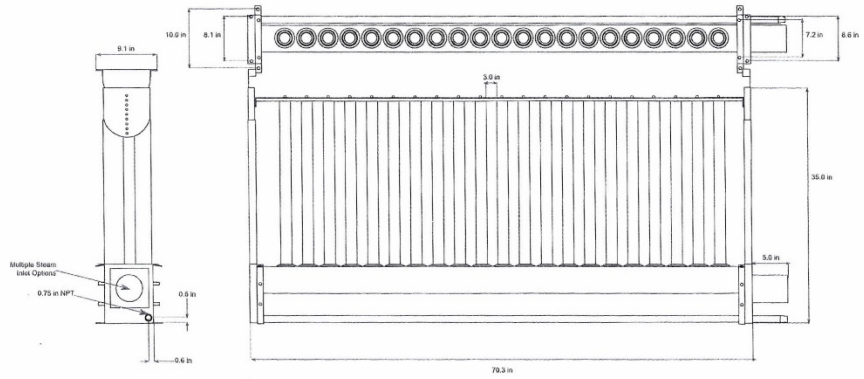
Product Name: NH-EL 100/440-480/3

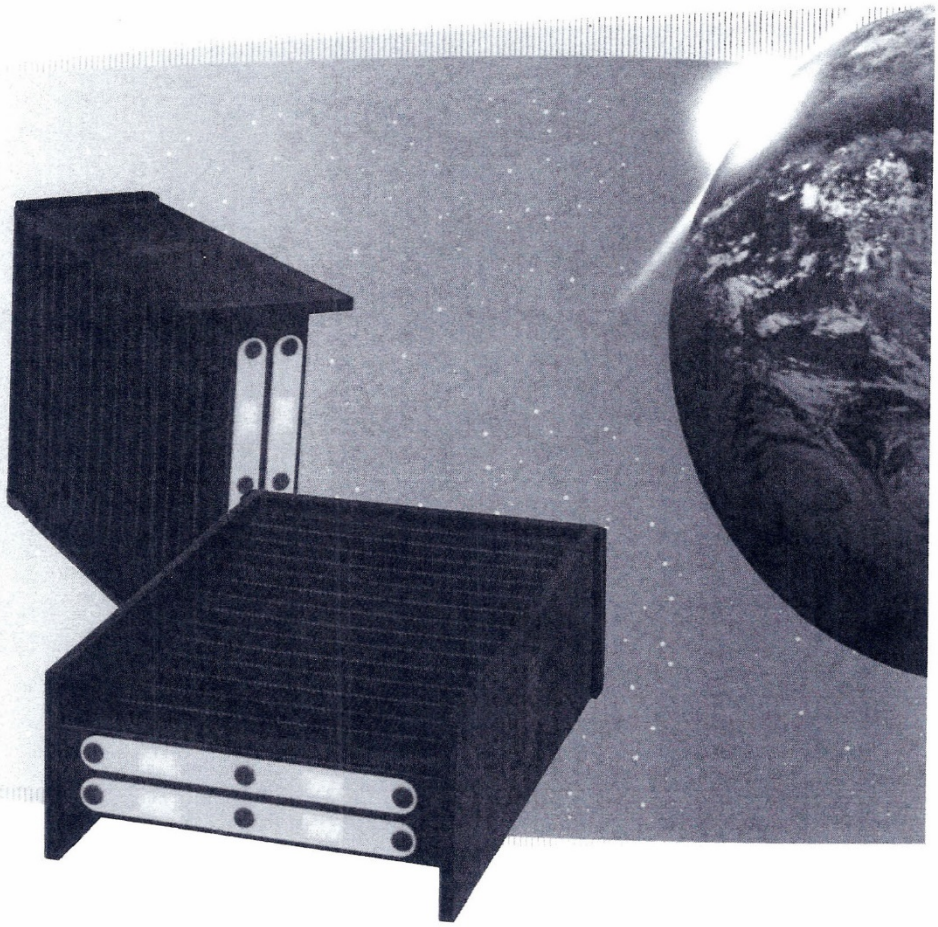
Product Number: 2573417

Performance		Dimensions	
Nominal Capacity	100.00 lbs/h	Height	30.70 in
Output Range Minimum	20.00 lbs/h	Width	20.90 in
Output Range Maximum	100.00 lbs/h	Depth	15.80 in
Rated Power	37.40 kW	Net Weight	85.00 lbs
Power Circuit	440-480/3/60 V/(phase)/Hz	Full Weight	150.00 lbs
Rated Current	45.00 A	Front Clearance	36.00 in
Maximum Current	60.00 A	Left Clearance	0.00 in
Minimum Water Pressure	30.00 psig	Right Clearance	0.00 in
Maximum Water Pressure	80.00 psig	Ceiling Clearance	12.00 in
Controlled Circuits	1.00	Floor Clearance	24.00 in
Cylinders	1.00	Supply Water O D	0.50
Fill Rate	0.90 GPM	Drain Water O D	1.18 in
Drain Rate	1.72 GPM	Steam Outlet O D	1.75


NOTES:
3. LOCATE CONDENSATE TRAPS AS CLOSE TO FLOOR DRAIN OR UNIT AS POSSIBLE. DEPTH OF TRAP MUST BE 2" GREATER THAN DUCT STATIC PRESSURE.
4. ALL PIPING IS TO BE HARD COPPER WITH 1" SNAP ON INSULATION.
5. PITCH LINES SUCH THAT 2" OF RISE PER 12" OF RUN IS ACHEIVED.
6. USE 45° ELBOWS WHERE POSSIBLE.
7. LOCATE HUMIDIFIER AS CLOSE AS POSSIBLE TO DUCT SYSTEM.
DUCTWORK
SAM-e SHORT ABSORPTION MANIFOLD
DUCTWORK
SAM-e SHORT ABSORPTION MANIFOLD
12"
2"
3'MIN.
HARD COPPER PIPE WITH 1" THICK SNAP ON INSULATION
12"
2"
3'MIN.
DEPTH OF TRAP MUST BE 2" GREATER THAN DUCT STATIC PRESSURE (TYPICAL)
CONDENSATE TO FLOOR DRAIN OR UNIT
CONDENSATE TO FLOOR DRAIN OR UNIT
MAKE FINAL CONNECTIONS TO UNIT & SAM-e USING NORTEC SUPPLIED FLEXIBLE STEAM HOSE & CLAMPS
-NOTE-
SEE INSTALLATION AND OPERATION MANUAL FOR ADDITIONAL INFORMATION
HUMIDITY CONTROLLER WITH RH SETPOINT ADJUSTMENT
TO DUCT HIGH LIMIT
TO DUCT HIGH LIMIT
TO SPACE SENSOR
ISOLATION VALVES (TYPICAL OF 2) (BY OTHERS)
1"Min.
1"Min.
CITY MAKE-UP WATER SUPPLY (TYPICAL OF 2) (BY OTHERS)
FUNNEL DRAIN (TYPICAL OF 2) (BY OTHERS)
DISCONNECT SWITCH
TO AIR PROVING SWITCH
TO AIR PROVING SWITCH
Nortec
REPRESENTED BY T.P. WOODSIDE, INC.
NH-
INSTALLATION W/ SAM-e
SCALE: NONE
DATE: 11/8/01
DRAWN BY: JFW
APPROVED BY:
SALES ENGINEER
REVISION DATE:

Zone(2) : Dynamic Drawing





AmericanAirFilter

SAAF™ Cassette Medium Duty

1-Inch V-Bank, 18-Inch Deep Gas Filtration Cassette

Better Air is Our Business® AAF INTERNATIONAL

Gas Phase Filters For McQuay Air Handlers and Applied Rooftop Systems

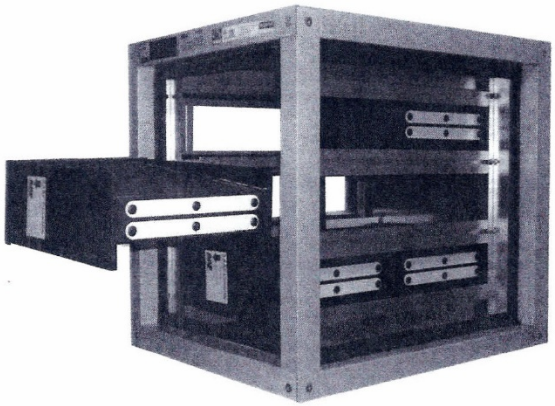
How can I take advantage of the performance and IAQ benefits of gas phase filtration for removing odors and/or chemical contaminants from my building?

In the past, the complexities and added cost to apply and maintain gas-phase filters limited their use to industrial or specialized applications where higher concentrations of gaseous contaminants made them a requirement. Now the technology has advanced to where more applications can benefit from the enhanced performance and IAQ they provide with a justifiable financial return.

With the help of our sister company, American Air Filter (AAF), McQuay has developed an integral gas-phase filtration system for our applied rooftop and air handler products that can be specified to meet your requirements.

Features

- **Fully engineered and factory installed.** McQuay gas phase filtration systems are designed specifically for the units in which they are being used. They are not a field add-on. This eliminates the design work, labor and cost required to field-install a filter rack in the unit cabinet or ductwork. Software design tools, backed by sample testing, help determine the right gas phase filter system and the most effective media for your application. AAF's experience in particulate and gas-phase filtration combined with McQuay's experience in applying filters in HVAC equipment is unmatched in the industry.
- **Easy monitoring.** Outputs from the system selection software provide a recommended service schedule to help avoid guesswork as to when the media is saturated and in need of replacement. Actual filter conditions can be verified by collecting a sample of the media through easy-to-access sampling ports. Space conditions can be verified using SAAF™ reactivity monitoring coupons. Media samples and/or coupons are sent to AAF for analysis.
- **Easy maintenance.** Snap-together, square-edged and lightweight filter cassettes make replacement easy and mess-free. Side access to the cassettes makes them easy to remove and replace. The saturated media is non-toxic; requiring no added expense for special disposal.
- **30% lower pressure drop than competitive systems.** See Figure 1 on page 2 for details.The leak-resistant, aerodynamic design of the delivery mechanism (filter track and cassette) helps conserve energy by reducing airflow resistance.
- **Lower first cost.** Side access and single-pass filtration reduces section size, helping to lower unit first cost.
- **Safe.** All AAF filter media choices are certified to the most rigid quality standards. They are UL Class 1 certified safe and non-flammable (including carbon media) and require no special disposal procedures.



McQuay Air Conditioning

Engineered for flexibility and performance.™

AmericanAirFilter

SAAF™ Cassette Medium Duty

1-Inch V-Bank, 18-Inch Deep Gas Filtration Cassette

- ***Form and fit unlike any other 18"-deep, 1" gas filtration cassette***
- ***Improved fit and sealing, even when deployed in older cassette holding systems***
- ***Enhanced media utilization design***
- ***No-glue design eliminates problems from spills, off-gassing, bypass, and leakages***
- ***Multiple patents pending***
- ***Filled cassettes rated UL Class 2***

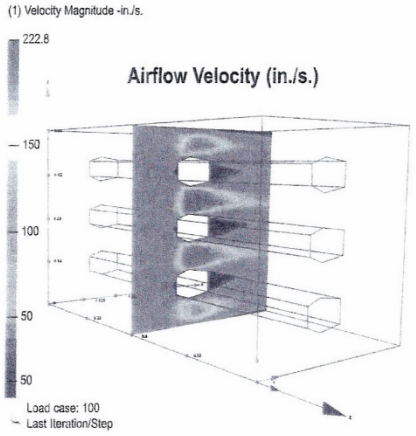
AAF International's SAAF™ Cassette Medium Duty is the best 1" V-bank, 18"-deep gas filtration cassette in the industry. AAF designs, manufactures, and performs QC compliance on these cassettes under ISO 9001:2000 and other applicable global quality certifications.

High Tech Features

The SAAF™ Cassette Medium Duty is constructed from High Impact Polystyrene (HIPS) and comes pre-filled with SAAF Chemical Media. High technology design tools were employed to validate the design and confirm better performance. Computational Fluid Dynamics (CFD) modeling and performance tests confirm optimal design. The resulting design and construction surpasses any competitor's cassettes in the market, while allowing users a truly better design with value-enhancing features. The design retrofits easily and performs better than older legacy cassettes in existing installations.

Efficiency and Performance

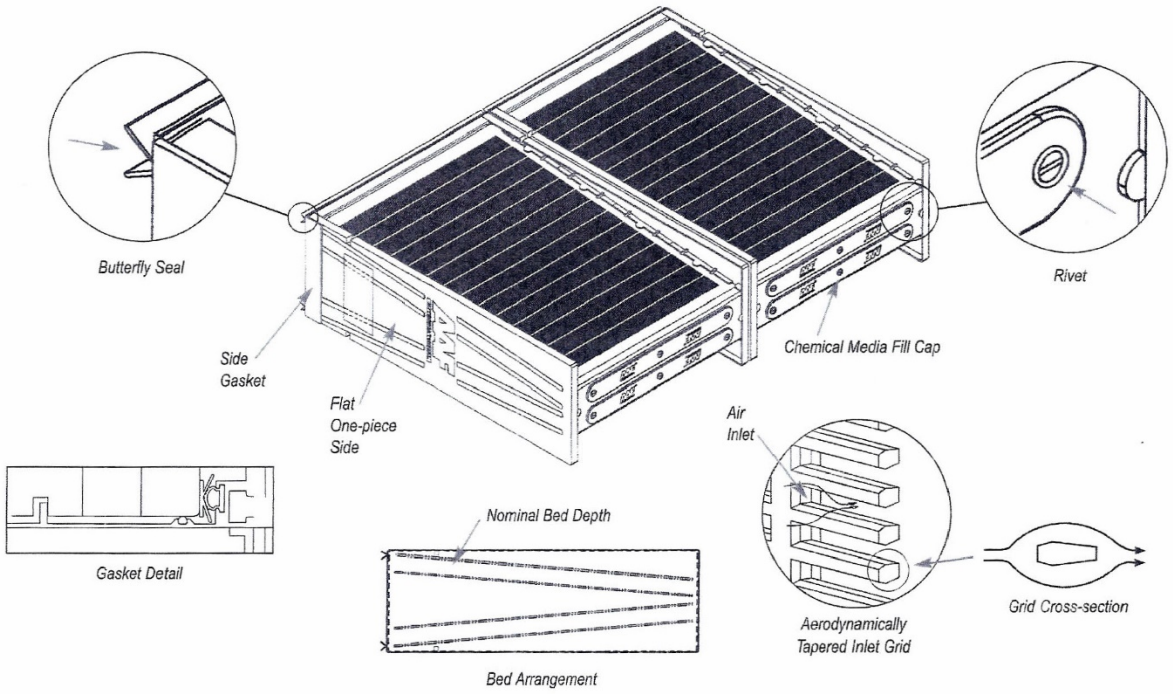
Most legacy cassette manufacturers state that their cassettes operate at >90% removal efficiencies. In reality, these efficiencies are not cassette efficiencies. In an installation, removal efficiency is dependent on the precise sealing of the chemical media delivery mechanism, i.e. the cassette with the cassette holding mechanism. Due to looser manufacturing tolerances, testing of most legacy cassettes shows removal efficiencies as low as 65%.



AAF's patent pending cassette design offers improved airflow characteristics to ensure full media utilization.

Design, Construction, and Patents

SAAF Cassettes perform and operate at the optimum gas filtration efficiency due to various patent pending features.



SAAF-V - Patent pending enhanced media utilization design eliminates the 'nose cavity' typically created by legacy cassettes. Nose cavities 'cocoon' up to 30% of the chemical media keeping it isolated from airflow contact at all times during the life of the cassette. SAAF Cassettes are the only cassettes which utilize 92% of all chemical media in the cassette - outperforming legacy cassettes by 25%.

SAAF-T-Snap - Patent pending design provides a high pressure, no-glue snap assembly. This rigid construction excludes harmful glues, solvents, or MEK's from the manufacturing process. The SAAF-T-Snap design, unlike legacy cassettes, has no see-through holes in the solid end plates. This allows for better structural integrity and eliminates gas by-pass problems. The entire SAAF Chemical Media in the cassette can be used specifically to overcome the external gaseous contaminants, not contaminants from the cassette itself. SAAF Cassettes are the ideal choice in cleanroom or high-precision applications where zero off-gassing products are mandatory.

SAAF-T-Butterfly Seal and **SAAF-T-Groove -** Designs provide near absolute sealing, even in existing retrofit applications.

SAAF-T-Seal - Patent pending plastic rivets secure the solid fill caps at multiple points and secure against bursts or leaks in normal usage. Older legacy cassettes use stickers, labels, or low friction end caps that have high instances of failure and chemical media spillage.

SAAF-T-Track - System utilizes the **SAAF-T-Groove** feature and provides a compression fit that eliminates by-pass. The solid top and bottom rail system on SAAF Cassettes eliminates yet another by-pass zone.

Cassette-To-Cassette Mating Seals - Smooth mating end panels with no penetrations or outward turned flanges allow excellent cassette-to-cassette sealing.

SAAF-T-Screens - Patent pending and precision engineering allow optimized apertures for better media retention and better energy efficiency through improved aerodynamics and reduced pressure drop.

AmericanAirFilter

SAAF™ Cassette Medium Duty

Applications

SAAF Cassette Medium Duty is used for gas removal applications in:

- *Odor control applications at wastewater treatment plants*
- *Odor control for exhaust air streams*
- *Purification of pressurization air for corrosion control*
- *Outdoor air purification for cleanroom or pharmaceutical airflows*
- *Higher concentration airflows in institutional or commercial establishments*
- *Airflows in museums, archives, or historical facilities*
- *Energy savings related applications*

General Specifications and Application Parameters

Nominal Size
6 x 24 x 18 inches (One cassette is made up of two halves for easy lifting.)

Airflow
Designed for 500 FPM (2.5 m/s) face velocity or 500 CFM (850 m³/h) airflow per cassette

Pressure Drop
0.31 in. w.g. @ 500 FPM (77 Pa @ 2.5 m/s) face velocity

Construction
100% recyclable/incinerable High Impact Polystyrene (HIPS) plastic

UL Rating
Class 2 (when tested in accordance with UL Standard 900 and ULC-S111)*

Chemical Filter Bed Depth
1" (25mm) nominal

Chemical Media Capacity
0.5 cubic feet (0.014 m³)

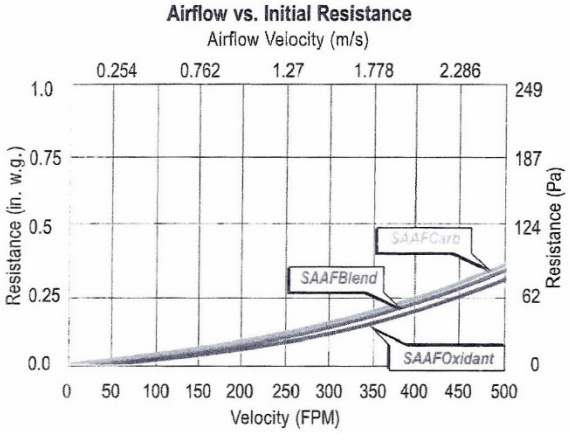
Contains Chemical Media
Various (as stated in submittal or as approved)

Humidity Range
5% - 99% RH

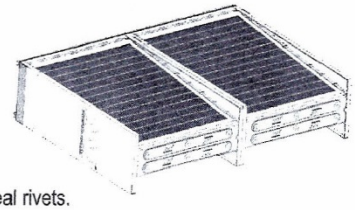
Temperature
-4˚F to 125˚F

* Consult AAF sales representative for media/module combinations.

Performance Data



Disposal and Recycle Instructions



1. Remove the cassette after use.
2. Empty out the SAAF Chemical media by removing the SAAF-T-Seal rivets.
3. Depending on the SAAF Chemical media in use, the media may be sent for regular landfill or disposed of according to applicable local, state, and federal regulations.
4. The empty cassette can then be sent for plastic recycling or for incineration.
5. The empty cassette is completely incinerable/recyclable.

AAF INTERNATIONAL®
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Louisville, Kentucky 40223-6169
www.aafintl.com
Customer Service 888.AAF.2003
Fax 888.223.6500

GPF-1-108D AUG '09 DC 3M

AAF has a policy of continuous product research and improvement and reserves the right to change design and specifications without notice.

ISO Certified Firm

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LABCARE, INC.
WENDT BUILDING

One (1) AAON PACKAGED ROOFTOP SYSTEM WITH THE FOLLOWING:

TAG	CFM SUPPLY FAN	RETURN AIR CFM	VOLTAGE	ESP EXT.	POWER EXH	COOLING	HEATING (Input)	WEIGHT
RTU-1	21,500 CFM	21,500	460-3-60	4.25"	(2) 20 HP	60 TONS	None	6,034 LBS.

Unit is to be complete with the following features:

- Package cooling provided with modulating scroll VFD Controlled compressor on the 1st circuit. On/Off compressor on the 2nd circuit.
- Modulating condenser reheat for dehumidification controls (provided with dehumidistat)
- 0°F Low ambient cooling for circuit #1 and also for circuit #2
- Supply Fan / Direct drive plug fan provided with VFD
- Variable speed condenser fan to provide stable head pressure control
- One (1) set of MERV-7 pre-filters (Eff. – 30% - one set only provided)
- One (1) set of MERV-11 post-filters (Eff. – 65% - one set only provided)
- Direct drive backward curved plenum fan (supply fan) provided with VFD
- Sight glass
- Standard grey polyurethane paint on exterior of the unit
- Stainless steel drain pan
- Hinged (foam-filled), double wall access doors in each section
- Factory-installed disconnect switch (thru-the-door)
- Double wall (foam-filled R-13) construction
- Remote safety shutdown terminals

Factory-installed AAON Controls System (which includes the following)

- unitary controller (card) (factory-installed)
- discharge temperature sensor (to be field-installed in the duct by M.C.)
- space temperature sensor (to be field-installed by M.C.)
- space pressure control (to be provided w/pressure transducer)
- remote control panel with display (to be installed by M.C.)

We do not include:

1. Receiving, rigging, storage or installation of any kind
2. Isolation/service valves, piping, pipe insulation, leak testing, evacuating, charging refrigerant circuits or refrigerant
3. Power supply wiring, control wiring, branch circuit protection
4. First-year labor warranty or preventative maintenance service

TWO (2) FILTER HOUSING COMPLETE WITH THE FOLLOWING:

TAG	QTY	CFM	Filter Sq. /Ft. Area	Post Dusting Filter	Weight
Carbon Filter Box 1 & 2	2	10,750 (max)	36.2 Cassette Sq. / Ft.	2"-30% 4"-65%	1,253 lbs. Ea.

- 2" foam Injected panels double wall Housing (R –13 construction)
- Hinged Access Doors (one Side)
- Thirty Six (36) Qty cassette med duty carbon
- Post Dusting Filter
  2" - 30% pleated MERV-8
  4" - 65% MERV-11
- Humidifier Grid - (see humidifier option). To be field installed.
- Provided with stainless steel drain pan section

EXCLUSIONS: (*Please note: We do not include the following*)

- Receiving, rigging, unloading or storage
- **Wiring by others (from the rapid unit to the filter housings)**
- **Filter housing stand by others**

One (1) Nortec Steam Humidifier (100 lb. per hr.) Optional not in base price

Qty.	Model	Max. Capacity	Min. Capacity	Arrangement	Manifold
1	NHRS	100 Lb./Hr.	10.0 Lb./Hr.	Horizontal Air flow	(2) Duct Mount Distributor

- Provided with duct mount high limit
- Provided with air proving switch
- Provided with modulating control humidistat
- Nortec two (2) steam manifold to be field-mounted in supply duct
- Voltage: 480/1/60

RN UNITS 26-70 TON

AAON®

100% RETURN AIR

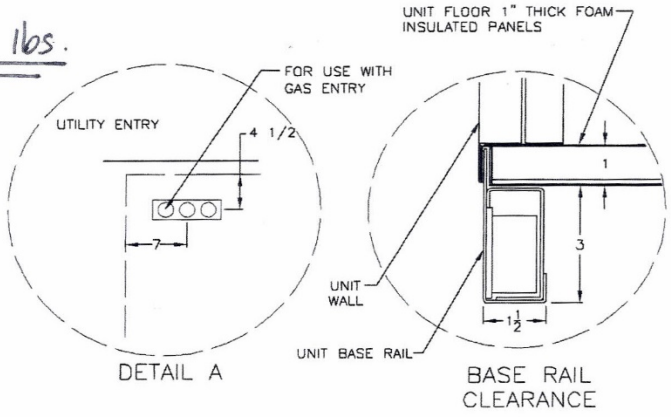
Unit WEIGHT = 6,034 lbs.

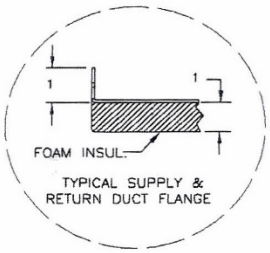
CLEARANCES

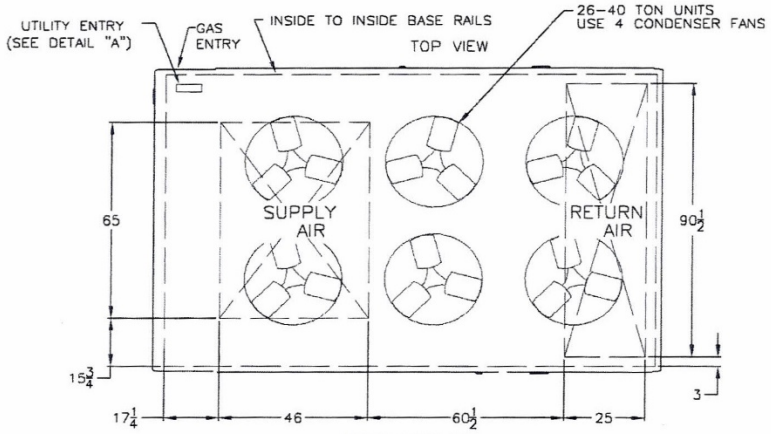
LOCATION	UNIT SIZE 26–70 TON
RETURN AIR BACK	48
VENT SIDE FRONT	48
LEFT SIDE	48
RIGHT SIDE	70
TOP	UNOBSTRUCTED

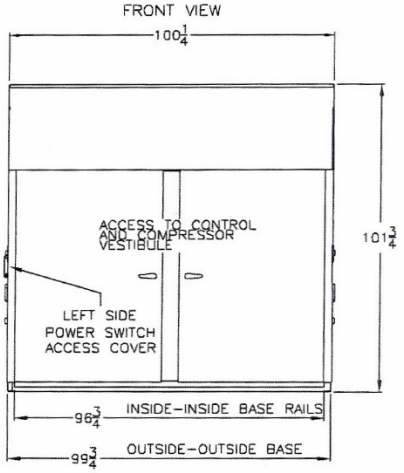
NOTE: RIGHT AND LEFT SIDE UNIT CLEARANCES ARE INTERCHANGEABLE ON UNITS THAT DO NOT HAVE THE HYDRONIC HEATING OPTION. (UNITS WITH HYDRONIC HEAT MUST HAVE 70" RIGHT SIDE ACCESS FOR SERVICE.)

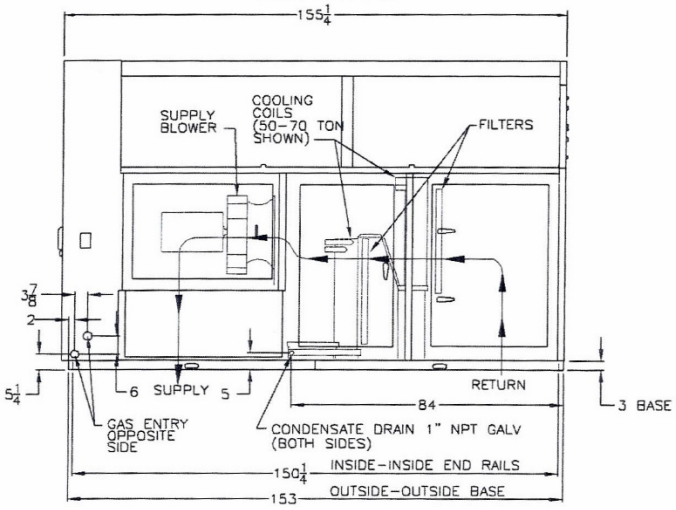
NOTE: 26–40 TON UNITS INCLUDES A SINGLE COOLING COIL. 50–70 TON UNIT INCLUDE TWO COOLING COILS.











RND–00100M NEW 02/11/14 JRL

ALL DIMENSIONS ARE IN INCHES

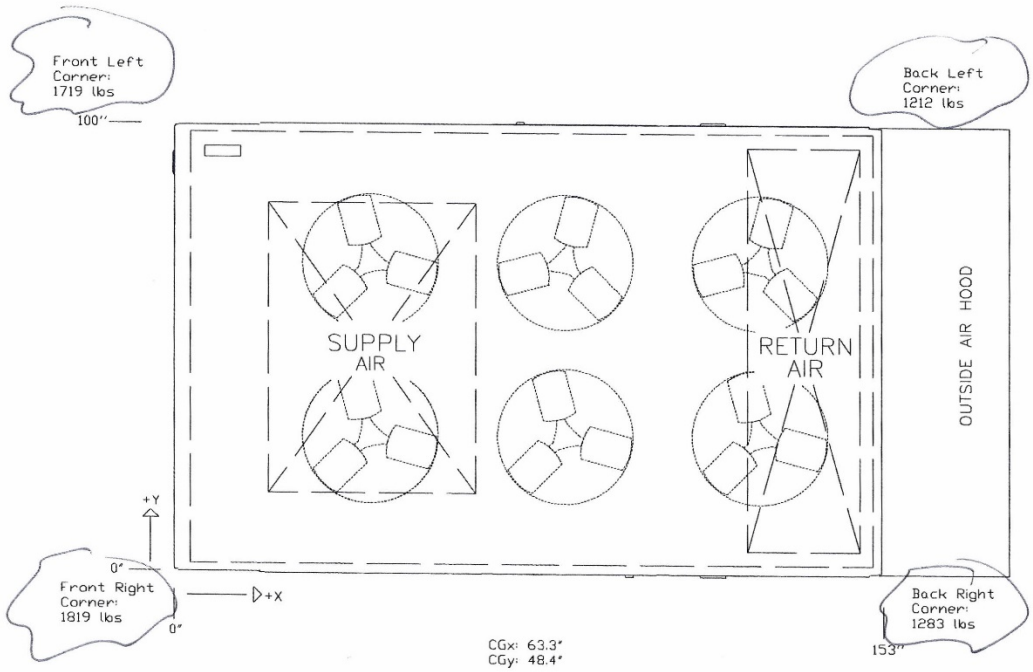
Date Created/Modified: 5/22/2015 6:21:43 AM Using Ver 4.228 (OSN# 6995472)

Date Printed: 5/22/2015 6:32:14 AM

RND CABINET
AIR COOLED CONDENSING UNIT

AAON

RN-060-3-0-EA0A-000:5000-00K-GFM-AF0-0DNCH02-00-0000000AB



CGx: 63.3"
CGy: 48.4"

Total Weight:
6034 lbs (±5%)

Disclaimer:
This weight estimate does not account for any SPAs.

Date Created/Modified: 5/22/2015 6:21:43 AM Using Ver 4.228 (OSN# 6995472)

Date Printed: 5/22/2015 6:32:14 AM

FREY
ELECTRIC CONSTRUCTION CO.

May 19, 2015

Lab Care
Military Road
Tonawanda, N.Y. 14150

Re: 23kV Service Entrance Switchgear and Transformers

Mr. Daniel J. Casacci,

We are pleased to provide you with a quote to provide the required field labor to furnish and install the necessary equipment and miscellaneous materials for a new two line incoming 23kV service with switchgear, transformer's and feeders, based on review and approval by National Grid. Our scope of work will include the following:

- Furnish and install one new concrete housekeeping pad for the new 23kV switchgear and transformer.
- Furnish and install four 4" PVC underground conduits and 35kV cable feeder within 150 feet from the existing power company pole to the switchgear, location to be determined during site visit.

- Furnish and install one new five section 23kV NEMA 3R outdoor, Category B (accessible by authorized personnel only) service entrance switchgear as follows:
  - Section #1- two 600-ampere 38kV non-fused load interrupter switch with key interlocks. Three 27kV station class lighting arrestors, rear termination section with bottom entry and copper ground bus.
  - Section #2- one 23kV fused section and fuses.
  - Section #3- Utility metering section; PT/CT compartment with provisions for mounting utility provided CT's and PT's.
  - Section #4- Transition section for connection to the 5000kVA station type transformer.

- Furnish and install one 5000kVA three phase, station class 23kV to 480/277-volt liquid filled transformer, specifications attached. Approval drawings available 2-3 weeks after order and transformer 16-18 weeks lead time after approval and release base on factory loading at release.

- Note all of the above will be in accordance with National Grid specifications.

24/7 EMERGENCY SERVICE ISO CERTIFIED
100 Pearce Avenue, Tonawanda, New York 14150
Phone: (716) 874-1710 Fax: (716) 874-0203
www.Frey-Electric.com
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T.P. Woodside, Inc.
Representing Quality Environmental & Power Conditioning Systems
60 Lawrence Bell Drive • Williamsville, New York 14221-7074
(716) 631-9640 • Fax (716) 631-5471

LAB CARE / WENDT BUILDING.

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

Select Project Type And Work Involved

"Check all that apply"

This facility will not require any major construction changes. All changes to the building constitute minor 'repairs' to change for our specific use. All changes fall under 2010 NYS building code:

"402.1 Scope. Repairs, as defined in Chapter 2, include the patching or restoration or replacement of damaged materials, elements, equipment or fixtures for the purpose of maintaining such components in good or sound condition with respect to existing loads or performance requirements."

Code Compliance Review

"Applicant shall provide all applicable information in regards to the code topic and section below."

On the main Appendix B form as supplied by the NYS DOH is our Tonawanda facility actual values and required code vales. However, in many instances a requirement for laying out the associated section on a site plan is required. In order to clearly comply with this requirement we have included this ancillary section to properly organize all of the required layouts.

#1: Use & Occupancy Classification NYS Building Code 302.1-312

"Use & occupancy of this facility. Identify all applicable materials, class, and quantities regarding Table 307.1"

Our Tonawanda production dispensing facility is listed under 306.1 Factory Industrial Group F due to its previous status as a factory. The occupancy type changes to F-2, and zoning approval has already been sought. Group F is the category of a marihuana production facility as the best related category in the building code related to 'manufacturing and processing' of pharmaceutical grade materials. The Town Of Tonawanda sees no reason not to approve the change, and we should have a decision within the next two weeks of this submission.

"306.1 Factory Industrial Group F occupancy includes, among others, the use of a building or structure, or a portion thereof, for assembling, disassembling, fabricating, finishing, manufacturing, packaging, repair or processing operations that are not classified as a Group H hazardous or Group S storage occupancy."

#2, #3, #4: Use & Occupancy Classification NYS Building Code 302.1-312

Our Tonawanda production facility will not have any combustible storage, hazardous materials, and thus require no hazardous material storage areas. This is complaint with local and state laws regarding this facility. All fertilizers, pesticides, and cleaning supplies are exempt from this regulation due to their non-volatile and organic nature.

#5: Building Area And Height NYS Building Code 501-507

"Provide the building area & height. Provide all calculations and cite applicable code sections for increased Building Area & Heights allowed per building code"

Our Tonawanda production facility not have any modifications to the building height or area. It will be internal repairs only. The building area is 56,820 square feet with a height of 29'4" as pictured below. It is Type 2B without an automatic sprinkler system. The base increasable size is 37,500 square with increase for perimeter totaling 97,400 square feet.

TABLE 503 ALLOWABLE HEIGHT AND BUILDING AREAS[a]

Height limitations shown as stories and feet above grade plane. Area limitations as determined by the definition of 'Area, building,' per story

		TYPE OF CONSTRUCTION								
		TYPE I		TYPE II		TYPE III		TYPE IV	TYPE V	
		A	B	A	B	A	B	HT	A	B
GROUP	HGT(feet) HGT(S)	UL	160	65	55	65	55	65	50	40
A-1	S	UL	5	3	2	3	2	3	2	1
	A	UL	UL	15,500	8,500	14,000	8,500	15,000	11,500	5,500
A-2	S	UL	11	3	2	3	2	3	2	1
	A	UL	UL	15,500	9,500	14,000	9,500	15,000	11,500	6,000
A-3	S	UL	11	3	2	3	2	3	2	1
	A	UL	UL	15,500	9,500	14,000	9,500	15,000	11,500	6,000
A-4	S	UL	11	3	2	3	2	3	2	1
	A	UL	UL	15,500	9,500	14,000	9,500	15,000	11,500	6,000
A-5	S	UL	UL	UL	UL	UL	UL	UL	UL	UL
	A	UL	UL	UL	UL	UL	UL	UL	UL	UL
B	S	UL	11	5	4	5	4	5	3	2
	A	UL	UL	37,500	23,000	28,500	19,000	36,000	18,000	9,000

This facility will not have any modifications to the building height or area. It will be internal repairs only. The building area is 3,051 square feet with a height of 19'4" as pictured below.

504.2 Automatic sprinkler system increase. Where a building is equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1, the value specified in Table 503 for maximum height is increased by 20 feet (6096 mm) and the maximum number of stories is increased by one. These increases are permitted in addition to the area increase in accordance with Sections 506.2 and 506.3. For Group R buildings equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.2, the value specified in Table 503 for maximum height is increased by 20 feet (6096 mm) and the maximum number of stories is increased by one, but shall not exceed 60 feet (18 288 mm) or four stories, respectively.

506.2 Frontage increase. Every building shall adjoin or have access to a public way to receive an area increase for frontage. Where a building has more than 25 percent of its perimeter on a public way or open space having a minimum width of 20 feet (6096 mm), the frontage increase shall be determined in accordance with the following:

$$If = [\, F/P - 0.25 \,](W/30) \qquad \text{(Equation 5-2)}$$

where:

If = Area increase due to frontage.

F = Building perimeter that fronts on a public way or open space having 20 feet (6096 mm) open minimum width (feet).

P = Perimeter of entire building (feet).

W = Width of public way or open space (feet) in accordance with Section 506.2.1.

506.3 Automatic sprinkler system increase. Where a building is equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1, the area limitation in Table 503 is permitted to be increased by an additional 200 percent (Is = 2) for buildings with more than one story above grade plane and an additional 300 percent (Is = 3) for buildings with no more than one story above grade plane. These increases are permitted in addition to the height and story increases in accordance with Section 504.2.

506.4 Area determination. The maximum area of a building with more than one story above grade plane shall be determined by multiplying the allowable area of the first story (Aa), as determined in Section 506.1, by the number of stories above grade plane as listed below:

1. For buildings with two stories above grade plane, multiply by 2;
2. For buildings with three or more stories above grade plane, multiply by 3; and
3. No story shall exceed the allowable area per story (Aa), as determined in Section 506.1, for the occupancies on that story.

#6: Incidental Use Ares NYS Building Code 508.2

"Identify all Incidental Use Areas and required fire separation of occupancies on Building Plans."

This facility has no incidental use areas that require fire separation

TABLE 508.2 INCIDENTAL USE AREAS

ROOM OR AREA	SEPARATION AND/OR PROTECTION
Furnace room where any piece of equipment is over 400,000 Btu per hour input	1 hour or provide automatic fire-extinguishing system
Rooms with boilers where the largest piece of equipment is over 15 psi and 10 horsepower	1 hour or provide automatic fire-extinguishing system
Refrigerant machinery rooms	1 hour or provide automatic sprinkler system
Parking garage (Section 406.2)	2 hours; or 1 hour and provide automatic fire-extinguishing system
Hydrogen cut-off rooms, not classified as Group H	1-hour in Group B, F, M, S and U occupancies. 2-hour in Group A, E, I and R occupancies.
Incinerator rooms	2 hours and automatic sprinkler system
Paint shops, not classified as Group H, located in occupancies other than Group F	2 hours; or 1 hour and provide automatic fire-extinguishing system
Laboratories and vocational shops, not classified as Group H, located in Group E or I-2 occupancies	1 hour or provide automatic fire-extinguishing system
Laundry rooms over 100 square feet	1 hour or provide automatic fire-extinguishing system
Storage rooms over 100 square feet[b]	1 hour or provide automatic fire-extinguishing system
Group I-3 cells equipped with padded surfaces	1 hour
Group I-2 waste and linen collection rooms	1 hour
Waste and linen collection rooms over 100 square feet	1 hour or provide automatic fire-extinguishing system
Stationary storage battery systems having a liquid capacity of more than 100 gallons used for facility standby power, emergency power or uninterrupted power supplies	1-hour in Group B, F, M, S and U occupancies. 2-hour in Group A, E, I and R occupancies.

#9: Separated Uses NYS Building Code 508.3

"Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s)."

This facility has no separation or shared occupancy.

TABLE 508.3.3 REQUIRED SEPARATION OF OCCUPANCIES (HOURS)

	A[e], E[e]		I		R[d]		B[b]		F-2, S-2[c,d],U[d]		M[b]		F-1, S-1		H-1		H-2		H-3, H-4, H-5	
OCCUPANCY	S	NS	S	NS	S	NS	S	NS	S	NS	S	NS	S	NS	S	NS	S	NS	S	NS
A[e], E[e]	N	N	1	2	1	2	1	2	N	1	1	2	1	2	NP	NP	3	4	2	3[a]
I	-	-	N	N	1	NP	1	2	1	2	1	2	1	2	NP	NP	3	NP	2	NP
R[d]	-	-	-	-	N	N	1	2	1	2	1	2	1	2	NP	NP	3	NP	2	NP
B[b]	-	-	-	-	-	-	N	N	1	2	1	2	1	2	NP	NP	2	3	1	2[a]
F-2, S-2[c,d], U[d]	-	-	-	-	-	-	-	-	N	N	1	2	1	2	NP	NP	3	4	2	3[a]
M[b]	-	-	-	-	-	-	-	-	-	-	N	N	1	2	NP	NP	2	3	1	2[a]
F-1, S-1	-	-	-	-	-	-	-	-	-	-	-	-	N	N	NP	NP	2	3	1	2[a]
H-1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N	NP	NP	NP	NP	NP
H-2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N	NP	1	NP
H-3, H-4, H-5	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N	NP

#10: Construction Classification NYS Building Code 602

"Provide construction classification per each building included in the Application."

Our Tonawanda production facility is classified as "Type 2B" according to building code 602 as shown below:

"602.2 Type I and II construction are those types of construction in which the building elements listed in Table 601 are of noncombustible materials, except as permitted in Section 603 and elsewhere in this code."

#11: Fire Resistance Rating For Building Elements NYS Building Table 601

"Provide Fire Resistance Rating per each building element as per Table 601. Identify rating & elements on Building Plans"

Our Tonawanda production is classified as "Type 2B" according to building code 602, and according to Table 601 requires 0 hours for the fire resistant rating requirements, and thus is not applicable and not required to be show on building plans.

TABLE 601 FIRE-RESISTANCE RATING REQUIREMENTS FOR BUILDING ELEMENTS (hours)

BUILDING ELEMENT	TYPE I		TYPE II		TYPE III		TYPE IV	TYPE V	
	A	B	A[e]	B	A[e]	B	HT	A[e]	B
Structural frame[a]	3[b]	2[b]	1	0	1	0	HT	1	0
Bearing walls									
Exterior[g]	3	2	1	0	2	2	2	1	0
Interior	3[b]	2[b]	1	0	1	0	1/HT	1	0
Nonbearing walls and partitions Exterior	See Table 602								
Nonbearing walls and partitions Interior[f]	0	0	0	0	0	0	See Section 602.4.6	0	0
Floor construction Including supporting beams and joists	2	2	1	0	1	0	HT	1	0
Roof construction Including supporting beams and joists	$1^1/_2$[c]	1[c, d]	1[c, d]	0[d]	1[c, d]	0[c, d]	HT	1[c, d]	0

#12 & #13: Exterior Wall Fire Resistance Rating/Separation Table 602

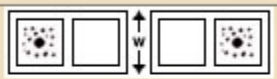
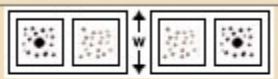
"Identify required fire resistance rating of exterior walls on Building Plan. Identify fire separation distance of exterior walls between builds on Plan."

Below is table 602 from the NYS 2010 construction code. Our Tonawanda facility is type 2B with occupancy group F. However, the exterior walls are 8" cinder block with 1hr fire rating

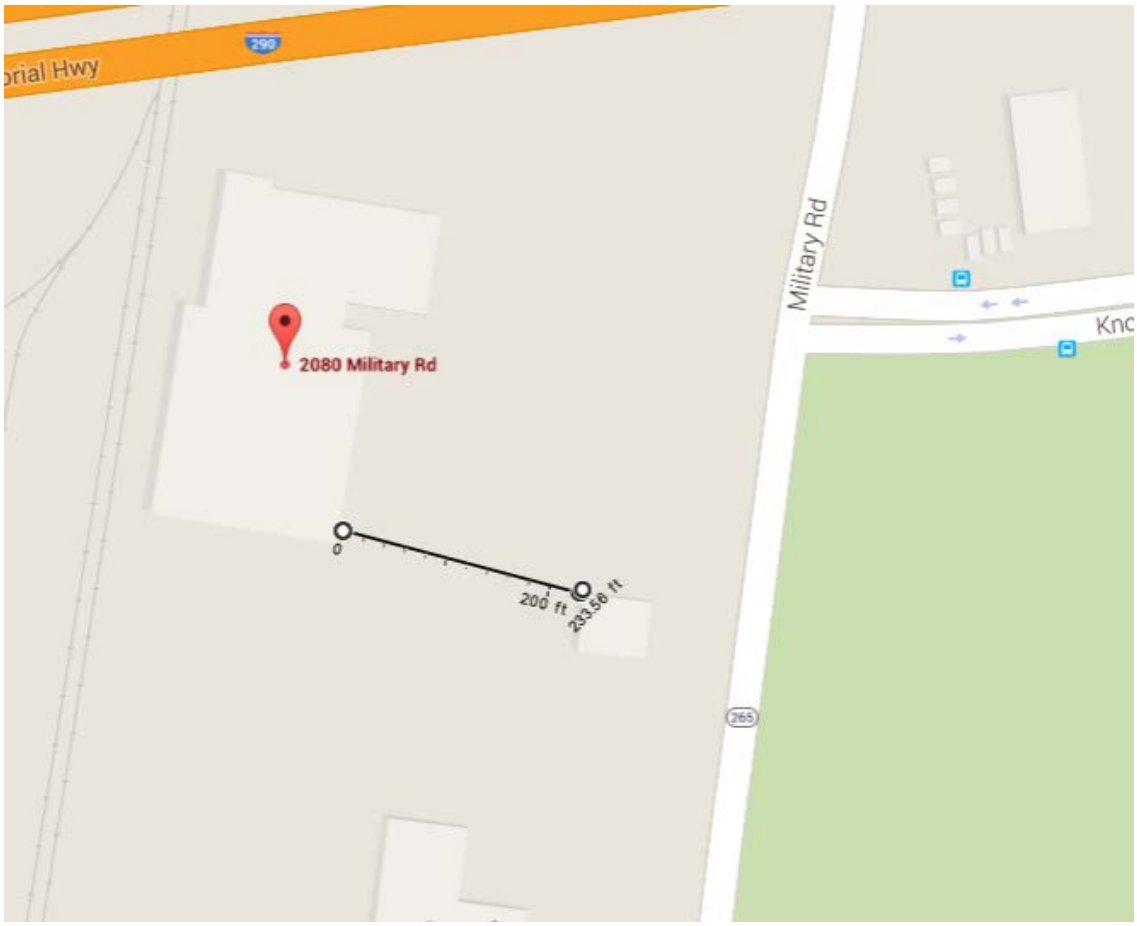
SECTION 602 CONSTRUCTION CLASSIFICATION

TABLE 602 FIRE-RESISTANCE RATING REQUIREMENTS FOR EXTERIOR WALLS BASED ON FIRE SEPARATION DISTANCE[a, e]

FIRE SEPARATION DISTANCE = X (feet)	TYPE OF CONSTRUCTION	OCCUPANCY GROUP H	OCCUPANCY GROUP F-1, M, S-1	OCCUPANCY GROUP A, B, E, F-2, I, R, S-2, U[b]
X<5[c]	All	3	2	1
5£X<10	IA	3	2	1
	Others	2	1	1
10£X<30	IA, IB	2	1	1[d]
	IIB, VB	1	0	0
	Others	1	1	1[d]
X³30	All	0	0	0

Wight (W)		Fire Resistance Rating	
nominal	specified	 partial grouted or hollow masonry	 solid grouted masonry
4"	3 5/8"	less than 1 hour	1 hour
6"	5 5/8"	1 hour	3 hour
8"	7 5/8"	1 hour	4 hour
8" special	7 5/8"	2 hour	4 hour
10"	9 5/8"	2 hour	4 hour
12"	11 5/8"	2 hour	4 hour

The required fire resistance rating and fire separation distance is 0, and therefore is not required to be shown on the plan. However, the buildings closest corner is 233’ feet from the nearest nearby building (Tim Horton’s), and we created a quick diagram for good measure.



#14, #15: Fire Walls And Fire Barriers

“Provide code information and identify all applicable required Fire Walls and fire resistance requires on Building Plans. Provide code information and identify all applicable required Fire Barriers and fire resistance requires on Building Plans.””

Our Tonawanda production facility is a standalone facility that does not require fire walls to comply with 70 or 706 of NYS building code of building separation requirements. Therefore, there are neither fire walls nor fire barriers in the facility, and thus are not shown on Plans.

“705.1 General. Each portion of a building separated by one or more fire walls that comply with the provisions of this section shall be considered a separate building. The extent and location of such fire walls shall provide a complete separation. Where a fire wall also separates occupancies that are required to be separated by a fire barrier wall, the most restrictive requirements of each separation shall apply.”

TABLE 706.3.9 FIRE-RESISTANCE RATING REQUIREMENTS FOR FIRE BARRIER ASSEMBLIES BETWEEN FIRE AREAS

OCCUPANCY GROUP	FIRE-RESISTANCE RATING (hours)
H-1, H-2	4
F-1, H-3, S-1	3
A, B, E, F-2, H-4, H-5, I, M, R, S-2	2
U	1

#16, #17, #18: Shaft Enclosures, Fire Partitions, Horizontal Assemblies NYS Code 707,708, 711

"Provide code information and identify all applicable required Shaft Wall(s) and fire resistance requirement on Building Plans. Provide code information and identify all applicable required Fire Partition(s) and fire resistance requirement on Building Plans. Provide code information and identify all applicable required Horizontal Assemblies and fire resistance requirement on Building Plans."

Our Tonawanda production facility does not require vertical shafts and so section 707 is not applicable.

"707.1 General. The provisions of this section shall apply to vertical shafts where such shafts are required to protect openings and penetrations through floor/ceiling and roof/ceiling assemblies. Shaft enclosures shall be constructed as fire barriers in accordance with Section 706 or horizontal assemblies in accordance with Section 711, or both."

Our Tonawanda production facility does not require fire partitions and so section 708 is not applicable.

"708.1 General. The following wall assemblies shall comply with this section: Walls separating dwelling units in the same building. Walls separating sleeping units in occupancies in Group R-1 hotel, R-2 and I-1 occupancies. Walls separating tenant spaces in covered mall buildings as required by Section 402.7.2. Corridor walls as required by Section 1017.1. Elevator lobby separation as required by Section 707.14.1. or residential aircraft hangars."

Our Tonawanda production facility does not require horizontal assemblies and so section 711 is not applicable.

"711.1 General. Floor and roof assemblies required to have a fire-resistance rating shall comply with this section."

#19: Fire Protection: Sprinkler System NYS Building Code 2902.1

"Indicate Type Of Sprinkler System and provide code information of all applicable requirements for Automatic Sprinkler Systems with code section cited"

This facility was built in 1950, prior to the availability or requirements of sprinkler systems. The facility features monitored smoke/heat detectors through Sonitrol, but not does not feature a sprinkler system.

#20: Alt. Fire Extinguishing System NYS Building Code 904

"Provide code information of all applicable requirements for Alternative Automatic Fire-Extinguishing Systems with code section(s) cited."

Our Tonawanda production features an automatic sprinkler system, and thus NYS building 904 does not apply to our facility.

"904.2 Where required. Automatic fire-extinguishing systems installed as an alternative to the required automatic sprinkler systems of Section 903 shall be approved by the code enforcement official. Automatic fire-extinguishing systems shall not be considered alternatives for the purposes of exceptions or reductions allowed by other requirements of this code."

#21: Standpipe System NYS Building Code 905

"Provide code information of all applicable requirements for Standpipe Systems with code section(s) cited."

Our Tonawanda production features does not require a standpipe system due its facility height being under the required specifications listed in NYS building code 905.

"905.3 Required installations. Standpipe systems shall be installed where required by Sections 905.3.1 through 905.3.7 and in the locations indicated in Sections 905.4, 905.5 and 905.6. Standpipe systems are allowed to be combined with automatic sprinkler systems.
905.3.1 Building height. Class III standpipe systems shall be installed throughout buildings where the floor level of the highest story is located more than 30 feet (9144 mm) above the lowest level of the fire department vehicle access, or where the floor level of the lowest story is located more than 30 feet (9144 mm) below the highest level of fire department vehicle access."

#22: Fire Alarm Detection System NYS Building Code 907

"Provide code information of all applicable requirements for Fire Alarm Systems with code section cited"

Our Tonawanda production dispensing facility contains a hardwired fire alarm that is compliant with all local Tonawanda town codes. The fire system is installed and maintained by Sonitrol, and below is the relevant code sections cited and checked off for the installed hardware from the integrated fire system.

"907.1.1 Construction documents. Construction documents for fire alarm systems shall be submitted for review and approval prior to system installation. Construction documents shall include, but not be limited to, all of the following:
1. A floor plan which indicates the use of all rooms.
2. Locations of alarm-initiating and notification appliances.
3. Alarm control and trouble signaling equipment.
4. Annunciation.
5. Power connection.
6. Battery calculations.
7. Conductor type and sizes.
8. Voltage drop calculations.
9. Manufacturers, model numbers and listing information for equipment, devices and materials.
10. Details of ceiling height and construction.
11. The interface of fire safety control functions."

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

#23: Emergency Alarm System NYS Building Code 908

"Provide code information of all applicable requirements for Emergency Alarm Systems with code section cited."

Our Tonawanda production is a Group F occupancy, not Group H, therefore it is not required to have an emergency alarm system as put forth in NYS building code 908.

"908.1 Group H occupancies. Emergency alarms for the detection and notification of an emergency condition in Group H occupancies shall be provided in accordance with Section 414.7."

"414.7 Emergency alarms. Emergency alarms for the detection and notification of an emergency condition in Group H occupancies shall be provided as set forth herein"

#24: Fire Department Connections NYS Building Code 912

"Identify Fire Department connections in accordance with NFPA applicable standards."

Our Tonawanda production is located on Military Road, which has fire hydrant and other fire department connections that fully comply with section 912 of the NYS building code. Our facility also has a fire hydrant located in the parking lot for easy access. All ancillary requirements such as location, signage, locking hydrant caps externally are well marked. Below are the fire code cited references and images showing the backflow protection system.

"912.1 Installation. Fire department connections shall be installed in accordance with the NFPA standard applicable to the system design and shall comply with Sections 912.2 through 912.5.

912.2 Location. With respect to hydrants, driveways, buildings and landscaping, fire department connections shall be so located that fire apparatus and hose connected to supply the system will not obstruct access to the buildings for other fire apparatus. The location of fire department connections shall be approved.

912.2.1 Visible location. Fire department connections shall be located on the street side of buildings, fully visible and recognizable from the street or nearest point of fire department vehicle access or as otherwise approved by the code enforcement official.

912.2.2 Existing buildings. On existing buildings, wherever the fire department connection is not visible to approaching fire apparatus, the fire department connection shall be indicated by an approved sign mounted on the street front or on the side of the building. Such sign shall have the letters "FDC" at least 6 inches (152 mm) high and words in letters at least 2 inches (51 mm) high or an arrow to indicate the location. All such signs shall be subject to the approval of the code enforcement official.

912.3 Access. Immediate access to fire department connections shall be maintained at all times and without obstruction by fences, bushes, trees, walls or any other object for a minimum of 3 feet (914 mm).

912.3.1 Locking fire department connection caps. The code enforcement official is authorized to require locking caps on fire department connections for water-based fire protection systems where the responding fire department carries appropriate key wrenches for removal.

912.4 Signs. A metal sign with raised letters at least 1 inch (25 mm) in size shall be mounted on all fire department connections serving automatic sprinklers, standpipes or fire pump connections. Such signs shall read: AUTOMATIC SPRINKLERS, STANDPIPES or TEST CONNECTION, or a combination thereof as applicable.

912.5 Backflow protection. The potable water supply to automatic sprinkler and standpipe systems shall be protected against backflow as required by the Plumbing Code of New York State."

#25: Exits NYS Building Code 1001.1 & 2

"Identify on the Building Plans and documents, per each door, the following information: door width, door height, direction of swing, type of construction, hourly rating, and door closure"

Below is a copy of the door dimensions, hourly rating, swing type, door closer, and all information required for #25, as it relates to:

"1001.1 General. Buildings or portions thereof shall be provided with a means of egress system as required by this chapter. The provisions of this chapter shall control the design, construction and arrangement of means of egress components required to provide an approved means of egress from structures and portions thereof.

1001.2 Minimum requirements. It shall be unlawful to alter a building or structure in a manner that will reduce the number of exits or the capacity of the means of egress to less than required by this code."

This information is shown in #17 and in the ancillary diagrams below (door width 36", door swing outward, etc.).

Tonawanda Facility Class B Exit Doors: 1 1/2 hour rated opening (Class B). Openings are in enclosures of vertical communication through buildings. The glass areas does not exceed 100 square inches per individual door

DIMENSIONS

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

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

#26: Occupancy Load Building Code 1004 And Table 1004.1

"Identify the use/name of each room, dimensions of each room, and occupant loads per each room on the Building Plans"

Each room is identified on the plans with use, dimensions, and occupancy load per room. The maximum occupancy load for this building based up each rooms use is 218 occupants.

"1004.1 Design occupant load. In determining means of egress requirements, the number of occupants for whom means of egress facilities shall be provided shall be determined in accordance with this section. Where occupants from accessory areas egress through a primary space, the calculated occupant load for the primary space shall include the total occupant load of the primary space plus the number of occupants egressing through it from the accessory area.

1004.1.1 Areas without fixed seating. The number of occupants shall be computed at the rate of one occupant per unit of area as prescribed in Table 1004.1.1. For areas without fixed seating, the occupant load shall not be less than that number determined by dividing the floor area under consideration by the occupant per unit of area factor assigned to the occupancy as set forth in Table 1004.1.1. Where an intended use is not listed in Table 1004.1.1, the code enforcement official shall establish a use based on a listed use that most nearly resembles the intended use."

Below is a truncated version of Table 1004.1.1 as it relates to this production facility

Function Of Space	Floor Area In Sq. Ft. Per Occupant
Agricultural Building	300 gross
H-5 Fabrication And Manufacturing	200 gross
Business Areas	100 gross
Industrial Areas	100 gross
Storage And Stock	300 gross
Locker Rooms	50 gross

"1004.2 Increased occupant load. The occupant load permitted in any building, or portion thereof, is permitted to be increased from that number established for the occupancies in Table 1004.1.1, provided that all other requirements of the code are also met based on such modified number and the occupant load does not exceed one occupant per 7 square feet (0.65 m^2) of occupiable floor space. Where required by the code enforcement official, an approved aisle, seating or fixed equipment diagram substantiating any increase in occupant load shall be submitted. Where required by the code enforcement official, such diagram shall be posted."

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

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

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

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

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

#27 And #28: Egress Width And Accessible Means Of Egress NYS Building Code 1005 and 1007.1

"Provide egress widths & cite applicable code section(s) and requirement(s) on the Building Plans"

"Provide accessible means of egress as per Section 1007 & cite applicable code section(s) and requirement(s) on the Building Plans."

The Tonawanda production facility complies with all local and state code regarding egress width and accessibility, according to table 1005.1 and 1007.1. There are eight egresses in the facility, although the building was built prior to the current code requirement. Our facility occupancy is 218, with 0.2 inches per occupant through non-stairway egresses is 43.6" of required egress out of 288" available egress (factoring in no less than 50% required capacity). See building plans in other #'s.

"1005.1 Minimum required egress width. The means of egress width shall not be less than required by this section. The total width of means of egress in inches (mm) shall not be less than the total occupant load served by the means of egress multiplied by the factors in Table 1005.1 and not less than specified elsewhere in this code. Multiple means of egress shall be sized such that the loss of any one means of egress shall not reduce the available capacity to less than 50 percent of the required capacity. The maximum capacity required from any story of a building shall be maintained to the termination of the means of egress.

"1007.1 Accessible means of egress required. Accessible means of egress shall comply with this section. Accessible spaces shall be provided with not less than one accessible means of egress. Where more than one means of egress is required by Section 1015.1 or 1019.1 from any accessible space, each accessible portion of the space shall be served by not less than two accessible means of egress."

TABLE 1005.1 EGRESS WIDTH PER OCCUPANT SERVED

	WITHOUT SPRINKLER SYSTEM		WITH SPRINKLER SYSTEM[a]	
OCCUPANCY	Stairways (inches per occupant)	Other egress components (inches per occupant)	Stairways (inches per occupant)	Other egress components (inches per occupant)
Occupancies other than those listed below	0.3	0.2	0.2	0.15

29: Doors, Gates, And Turnstiles NYS Building Code 1008

"Means of egress doors shall meet the requirements of this section."

The Tonawanda production facility complies with all local and state code regarding egress doors. There are no gates or turnstiles at this facility. No egresses will be blocked or obstructed. The NYS building code states:

"1008.1 Doors. Means of egress doors shall meet the requirements of this section. Doors serving a means of egress system shall meet the requirements of this section and Section 1018.2. Doors provided for egress purposes in numbers greater than required by this code shall meet the requirements of this section.

Means of egress doors shall be readily distinguishable from the adjacent construction and finishes such that the doors are easily recognizable as doors. Mirrors or similar reflecting materials shall not be used on means of egress doors. Means of egress doors shall not be concealed by curtains, drapes, decorations or similar materials.

1008.1.1 Size of doors. The minimum width of each door opening shall be sufficient for the occupant load thereof and shall provide a clear width of not less than 32 inches (813 mm). Clear openings of doorways with swinging doors shall be measured between the face of the door and the stop, with the door open 90 degrees (1.57 rad). Where this section requires a minimum clear width of 32 inches (813 mm) and a door opening includes two door leaves without a mullion, one leaf shall provide a clear opening width of 32 inches (813 mm). The maximum width of a swinging door leaf shall be 48 inches (1219 mm) nominal. Means of egress doors in a Group I-2 occupancy used for the movement of beds shall provide a clear width not less than 41.5 inches (1054 mm). The height of doors shall not be less than 80 inches (2032 mm).

As both stated and shown in earlier sections on doors, all external egress doors are 36", with internal doors at a minimum of 36". All doors are clearly visible and distinguishable from the background. No doors are concealed or made of mirror like substances.

30: Interior Stairs NYS Building Code 1009

"Identify the following information for each stairway on the Building Plan(s): the width of stairways; the height, width, depth and number of risers and treads; dimensions of landings; stairway construction type; and handrail height."

The Tonawanda production facility does not contain any stairs, so this question is not applicable.

#31: Ramps NYS Building Code 10010.1

"Identify the following information of each ramp, on the Building Plan(s): width; total vertical rise; length of ramp; and handrail height."

The Tonawanda production has one handicapped accessible ramp in the building that meets ICC/ANSI A117.1 compliance and loading ramp. The handicapped accessible ramp has a 3' 7" height with 5'7" Width and 19' length. The railing is 36" in height.

The parking ramp is for loading and is exempt from the 2010 building code:

"10010.3 Vehicle ramps in parking garages for pedestrian exit access shall not be required to comply with Sections 1010.3 through 1010.9 when they are not an accessible route serving accessible parking spaces, other required accessible elements or part of an accessible means of egress."

Both ramps are marked on the building plan, and the ramp diagram shows vertical rise and length of ramp. The handicapped accessible ramp has a 3' 10" height with 8' Width and 44'7” length. The railing is 36" in height. Both ramps are outlined in red for clearer visibility. Ramp: 3' 10" Tall

The internal facility ramp is fully ICC/ANSI A1171 compliant.

Below are the ICC/ANSI A117.1 excerpts that pertain to our Tonawanda production Dispensaries ramps:

“405.7 Ramps shall have landings at bottom and top of each ramp run. Landings shall comply with Section 405.7.
405.7.1 Landings shalI have a slope not steeper than 1:48 and shall comply with Section 302.
405.7.2 Clear width of landings shall be at least as wide as the widest ramp run leading to the landing.
405.7.3 Landings shall have a clear length of 60 inches (1525 mm) minimum.
405.7.4 Ramps that change direction shall be sized to provide a turning space complying with Section 304.3.
405.7.5 Where doorways are adjacent to a ramp landing, maneuvering clearances required by Sections 404.2.3 and 404.3.2 shall be permitted to overlap the landing area. Where doors that are subject to locking are adjacent to a ramp landing, landings shall be sized to provide a turning space complying with Section 304.3.
405.8 Ramp runs with a rise greater than 6 inches (150 mm) shall have handrails complying with Section 505.
405.9 Edge protection complying with Section 405.9.1 or 405.9.2 shall be provided on each side of ramp runs and at each side of ramp landings.
405.9.1 The floor surface of the ramp run or ramp landing shall extend 12 inches (305 mm) minimum beyond the inside face of a railing complying with Section 505.
405.9.2 A curb. or barrier shall be provided that prevents the passage of a 4-inch (100 mm) diameter sphere where any portion of the sphere is within 4 inches (100 mm) of the floor.
405.10 Landings subject to wet conditions shall be designed to prevent the accumulation of water.”

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

#32: Common Path Of Travel NYS Building Code 1014.3

"Identify on the Building Plan(s): the length of the "Common Path of Travel" per each room as per applicable building code requirements."

The Tonawanda production facility is a Group F with an egress travel limit of 75ft. The building was created prior to current egress code requirements. All office rooms are under 75ft of travel to the nearest egress as shown on the layout below. The open warehouse is over 75' from the nearest egress due the age of the building. All egresses are marked in a highlighted red box with red arrows showing the common path of travel. Note that there are other dock doors and additional exits which don't factor into true common paths of egress travel.

"1014.3 Common path of egress travel. In occupancies other than Groups H-1, H-2 and H-3, the common path of egress travel shall not exceed 75 feet (22 860 mm). In Group H-1, H-2 and H-3 occupancies, the common path of egress travel shall not exceed 25 feet (7620 mm). For common path of egress travel in Group A occupancies having fixed seating, see Section 1025.8."

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

#33: Exit Doorway Arrangement NYS Building Code 1014.3

"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."

The Tonawanda production facility is a Group F occupancy with a max occupants of 218, which requires FIVE egresses from the building. However, EIGHT egresses are featured in the building.

"1015.1 Exit or exit access doorways required. Two exits or exit access doorways from any space shall be provided where one of the following conditions exists:
1. The occupant load of the space exceeds the values in Table 1015.1.
2. The common path of egress travel exceeds the limitations of Section 1014.3.
3. Where required by Sections 1015.3, 1015.4 and 1015.5."

TABLE 1015.1 SPACES WITH ONE MEANS OF EGRESS

OCCUPANCY	MAXIMUM OCCUPANT LOAD
A, B,E[a], F, M, U	49
H-1, H-2, H-3	3
H-4, H-5, I-1, I-3, I-4, R	10
S	29

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

#33: Corridor Fire Rating NYS Building Code 1017.1

"Identify, on the Building Plan(s): all corridors with required fire resistance and the applicable fire rating."

The Tonawanda production facility is a Type F without a sprinkler system, which requires 1 hour fire rating for corridors.

TABLE 1017.1 CORRIDOR FIRE-RESISTANCE RATING

OCCUPANCY	OCCUPANT LOAD SERVED BY CORRIDOR	REQUIRED FIRE-RESISTANCE RATING (hours)	
		Without sprinkler system	With sprinkler system[c]
H-1, H-2, H-3	All	Not Permitted	1
H-4, H-5	Greater than 30	Not Permitted	1
A, B, E, F, M, S, U	Greater than 30	1	0

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

#35: Corridor Width NYS Building Code 1017.2

"Identify on the Building Plan(s): the width of all corridors. Provide applicable code section(s) and requirement(s)."

The Tonawanda production has one main front entrance corridor with a width of 80". This complies with NYS building code 1017.2, as it is above 44".

"1017.2 Corridor width. The minimum corridor width shall be as determined in Section 1005.1, but not

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

#36: Corridor Width NYS Building Code 1017.3

"Corridors shall not exceed the maximum dead end corridor length as per applicable code.

The Tonawanda production has no dead end corridors. This section is not applicable.

#37: Number of Exits and Continuity NYS Building Code 1019

"Identify on the Building Plan(s): required number of exits, continuity and arrangement as per the applicable code requirements."

The Tonawanda production has eight exits, but its occupancy load and type 1F requires only five. It is a single story facility.

TABLE 1019.1 MINIMUM NUMBER OF EXITS FOR OCCUPANT LOAD

OCCUPANT LOAD (persons per story)	MINIMUM NUMBER OF EXITS (per story)
1-500	2
501-1,000	3
More than 1,000	4

"1019.1 Minimum number of exits. All rooms and spaces within each story shall be provided with and have access to the minimum number of approved independent exits required by Table 1019.1 based on the occupant load of the story, except as modified in Section 1015.1 or 1019.2. For the purposes of this chapter, occupied roofs shall be provided with exits as required for stories. The required number of exits from any story, basement or individual space shall be maintained until arrival at grade or the public way."

#38: Vertical Exit Enclosures NYS Building Code 1020

"Identify on the Building Plan(s): all applicable code requirements for each Vertical Exit Enclosure."

The Tonawanda production facility has no vertical exit enclosures. These section is not applicable.

#39: Exit Passageways NYS Building Code 1021

"Identify on the Building Plan(s): all applicable code requirements for each Exit Passageway"

The Tonawanda production facility has one egress passageway that also serves as a corridor. It is marked below in highlighted blue.

"1021.1 Exit passageway. Exit passageways serving as an exit component in a means of egress system shall comply with the requirements of this section. An exit passageway shall not be used for any purpose other than as a means of egress."

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

#41: Exterior Exit Ramps & Stairways NYS Building Code 1023

"Identify on the Building Plan(s): all applicable code requirements for each Horizontal Exit."

The Tonawanda production facility has no exterior exit ramps or stairways.

#42: Exit Discharge NYS Building Code 1023

"1024.1 General. Exits shall discharge directly to the exterior of the building. The exit discharge shall be at grade or shall provide direct access to grade. The exit discharge shall not reenter a building."

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

#43: Accessibility 1101.1-1110 & ICC/A117.1(03)

"Identify on the Building Plan(s): all applicable code requirements such that the design and construction of each building/facility provides accessibility to physically disabled persons."

The internal facility has one ramp that is fully ICC/ANSI A1171 compliant.

Below are the ICC/ANSI A117.1 excerpts that pertain to our Tonawanda production ramps:

"405.7 Ramps shall have landings at bottom and top of each ramp run. Landings shall comply with Section 405.7.
405.7.1 Landings shalI have a slope not steeper than 1:48 and shall comply with Section 302.
405.7.2 Clear width of landings shall be at least as wide as the widest ramp run leading to the landing.
405.7.3 Landings shall have a clear length of 60 inches (1525 mm) minimum.
405.7.4 Ramps that change direction shall be sized to provide a turning space complying with Section 304.3.
405.7.5 Where doorways are adjacent to a ramp landing, maneuvering clearances required by Sections 404.2.3 and 404.3.2 shall be permitted to overlap the landing area. Where doors that are subject to locking are adjacent to a ramp landing, landings shall be sized to provide a turning space complying with Section 304.3.
405.8 Ramp runs with a rise greater than 6 inches (150 mm) shall have handrails complying with Section 505.
405.9 Edge protection complying with Section 405.9.1 or 405.9.2 shall be provided on each side of ramp runs and at each side of ramp landings.
405.9.1 The floor surface of the ramp run or ramp landing shall extend 12 inches (305 mm) minimum beyond the inside face of a railing complying with Section 505.
405.9.2 A curb. or barrier shall be provided that prevents the passage of a 4-inch (100 mm) diameter sphere where any portion of the sphere is within 4 inches (100 mm) of the floor.
405.10 Landings subject to wet conditions shall be designed to prevent the accumulation of water."

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

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

#44: Energy Conservation 2010 NYS ECCC & IECC 2012

"Identify the R-Value and U-Value of each construction component and assembly of the building envelope as required in the applicable energy and building code(s)."

"*IECC 2012 C101.4.1 Existing buildings. Except as specified in this chapter, this code shall not be used to require the removal, alteration or abandonment of, nor prevent the continued use and maintenance of, an existing building or building system lawfully in existence at the time of adoption of this code."*

Erie County falls under 5A for IECC 2012 classifications based on climate. All of the required R and U value calculations are listed in the signed architectural forms below. The building is fully up to code for R and U values.

45 and #46: Emergency & Standby Power & Smoke Control Systems NYS Building Code 2702

"Identify emergency & Standby Power locations and specifications of the system to be provided."
"Identify the Standby power for smoke control systems in accordance with Section 909.11 of NYS Building Code."

The Tonawanda production facility has a features a battery backup system as an integrated part of the fire system design and the smoke control system is able to run in standby mode. This complies with NYS building code 2702 parts 2702.1 and 2702.2.2.

"2702.1 Installation. Emergency and standby power systems required by this code or the Fire Code of New York State shall be installed in accordance with this code, NFPA 110 and 111.
"2702.2.2 Smoke control systems. Standby power shall be provided for smoke control systems in accordance with Section 909.11."

#47: Plumbing Fixture Count NYS Building Code 2902.1

"Identify on the Building Plan: the minimum plumbing facilities as per applicable plumbing code."

Below are two images that correlate to question 47, with the top image being the facility layout and the following image as the legend for plumbing facility location. The building occupancy is 218. There are three male and three female toilets in separate bathrooms, along with 3 additional urinals in the men's room. There is one water fountain in the main corridor, and a unisex bathroom. There are 14 toilets, 6 urinals, one shower, 8 sinks, and 2 utility basins.

NO.	CLASSIFICATION	OCCUPANCY	DESCRIPTION	WATER CLOSETS (URINALS SEE SECTION 419.2 OF THE *PLUMBING CODE OF NEW YORK STATE*)		LAVATORIES		BATHTUBS/ SHOWERS	DRINKING FOUNTAINS (SEE SECTION 410.1 OF THE *PLUMBING CODE OF NEW YORK STATE*)	OTHER[f]
				MALE	FEMALE	MALE	FEMALE			

4	Factory and industrial	F-1 and F-2	Structures in which occupants are engaged in work fabricating, assembling or processing of products or materials	1 per 100	1 per 100	1 per 100	1 per 100	See Section 411 of the *Plumbing Code of New York State*	1 per 400	1 service sink

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

#49: Fire Apparatus Access Road NYS Building Code FC503.1

"Identify on the Site Plan: Fire Apparatus Road, Fire Lane and other Fire Service requirements per applicable Building and Fire Codes."

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

NEW YORK STATE | Department of Health

Medical Marijuana Program
Application for Registration as
a Registered Organization

Appendix B: Architectural Program

A SEPARATE "APPENDIX B" SHALL BE COMPLETED FOR EACH SEPARATE BUILDING AND/OR FACILITY INCLUDED IN THE ORGANIZATION'S BUSINESS PLAN

COMPANY INFORMATION	
Business Name:	LabCare, Inc.
Facility Type:	Manufacturing Facility ☐ Dispensing Facility ☑
Use and Occupancy Classification:	Business Group B
Building Construction Type and Classification:	Type 5A
Facility Address:	200 Dominick Street West, Rome, NY 13440
Primary Contact Telephone number:	855-934-3837
Primary Contact Fax number:	

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 ☐ Oil ☑ Electric
☐ Solar ☐ Other _____

Engineering Systems:
☑ Heating System: Type Boiler, Size Central Efficiency 96%,
Ventilation Requirements _____
☑ Cooling System: Type A/C, Size 20Ton Efficiency 93%,
Ventilation Requirements _____
☑ Ventilation & Humidification Systems:
Type Powered, Size _____, Efficiency _____,
Ventilation Requirements _____
☑ Electrical Distribution Available 400 Amp Service
☑ Water Supply: Municipal Water Service YES or Private Well Water _____
☑ Sewage: Municipal Sewer System YES or Private Septic System _____
☐ Emergency Power System:
Type _____, Size _____ Efficiency _____,

Appendix B – Architectural Program

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

Appendix B – Architectural Program

Select Project Type: Check all that apply. Refer to the Existing Building Code for definitions.	☐ New Building ☑ Repair ☐ Alteration Level 1 ☐ Alteration Level 2	☐ Alteration Level 3 ☐ Change of Occupancy ☐ Addition ☐ Historic Building	☐ Demolition ☐ Chapter 3. Prescriptive Compliance Method ☐ Chapter 13. Performance Compliance Method
Select Work Involved: Check all that apply.	☐ General Construction ☐ Roofing ☐ Asbestos Abatement/Environmental ☐ Fire Alarm	☐ Structural ☐ Mechanical ☐ Plumbing ☐ Electrical	☐ Site Work ☐ Sprinkler ☐ Elevators ☑ Other: Minor Repairs

CODE COMPLIANCE REVIEW

Applicant shall provide all applicable information in regards to the code topic and section listed below.

1. Code Compliance Review is based on the 2010 NY State Building Code for New Construction. If any other building code applies to the location or type of construction, provide applicable code and sections that most closely relates and references the code topic and information in the code sections listed below. Provide appropriate abbreviations for other applicable codes, such as: **FC:** ***Fire Code,*** **PC:** ***Plumbing Code,*** **MC:** ***Mechanical Code,*** **FGC:** ***Fuel Gas Code,*** **ECCC:** ***Energy Conservation Code.***
2. Provide the Required standard for each applicable code section. (I.e.: area, quantity, classification type, materials, hourly separation, etc.). If section does not apply, indicate one of the following with explanation: **NA:** *Not Applicable,* **NR:** *Not Required,* **NP:** *Not Permitted*
3. Provide your facilities "Actual" value for each required standard as per applicable code section.

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
1	Use & Occupancy Classification	302.1 - 312	N/A	Use & occupancy of this facility. Identify all applicable materials, class and quantities regarding Table 307.1.	304.1 Business Group B	304.1 Business Group B

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
2	Combustible Storage	413	N/A	All combustible storage areas and rooms, as per applicable Building and Fire Codes. Identify all combustible stored materials, area and room dimensions, all required fire separations, and exit requirements.	N/R-See Attachment	N/R-See Attachment
3	Hazardous Materials	414	N/A	All hazardous materials stored or used as per applicable Building and Fire Codes. Identify all combustible stored materials, area and room dimensions, all required fire separations, and exit requirements.	N/R-See Attachment	N/R-See Attachment
4	Hazardous Materials Control Areas	414.2	N/A	Provide additional information indicating number, size, materials stored, and quantity of each material.	N/R-See Attachment	N/R-See Attachment
5	Building Area & Height	501-507	N/A	Provide the building area & height Provide all calculations and cite applicable code sections for increased Building Area & Heights allowed per building code(s).	N/A	Area: 9,460Height: 32' See Attached For Increase Allotment Up To 112,500sq/ft
6	Incidental Use Areas	508.2	N/A	Identify all Incidental Use Areas and required fire separation of occupancies on Building Plans.	N/A	N/R-See Attachment

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
7	Mixed Occupancies	508.3	N/A	Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	N/R-See Attachment	N/R-See Attachment
8	Nonseparated Uses	508.3.2	N/A	Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	N/R-See Attachment	N/R-See Attachment
9	Separated Uses (Ratio < 1)	508.3.3	N/A	Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	N/R-See Attachment	N/R-See Attachment
10	Construction Classification	602	N/A	Provide Construction Classification per each building included in Application.	N/A	Type 5B Wood Frame-See Attachment
11	Fire Resistance Rating Reqm't for Building Elements	Table 601	N/A	Provide Fire Resistance Rating per each building element as per Table 601. Identify rating & elements on Building Plans.	N/R-See Attachment	N/R-See Attachment

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
12	Exterior Wall Fire-Resistance Rating	Table 602	N/A	Identify required fire resistance rating of exterior walls on Building Plan(s).	N/R-See Attachment	N/R-See Attachment
13	Exterior Fire Separation Distance	Table.602	N/A	Identify required fire separation distance of exterior walls between Buildings on Plan.	N/R-See Attachment	N/R-See Attachment
14	Fire Walls	705	N/A	Provide code information and identify all applicable required Fire Wall(s) and fire resistance requirement on Building Plans.	N/R-See Attachment	N/R-See Attachment
15	Fire Barriers	706	N/A	Provide code information and identify all applicable required Fire Barrier(s) and fire resistance requirement on Building Plans.	N/R-See Attachment	N/R-See Attachment
16	Shaft Enclosures	707	N/A	Provide code information and identify all applicable required Shaft Wall(s) and fire resistance requirement on Building Plans.	N/R-See Attachment	N/R-See Attachment
17	Fire Partitions	708	N/A	Provide code information and identify all applicable required Fire Partition(s) and fire resistance requirement on Building Plans.	N/R-See Attachment	N/R-See Attachment

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
18	Horizontal Assemblies	711	N/A	Provide code information and identify all applicable required Horizontal Assemblies and fire resistance requirement on Building Plans.	N/R-See Attachment	N/R-See Attachment
19	Fire Protection: Sprinkler System	903	N/A	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.	N/R-See Attachment	N/R-See Attachment
20	Alt. Fire Extinguishing System	904	N/A	Provide code information of all applicable requirements for Alternative Automatic Fire-Extinguishing Systems with code section(s) cited.	N/R-See Attachment	N/R-See Attachment
21	Standpipe System	905	N/A	Provide code information of all applicable requirements for Standpipe Systems with code section(s) cited.	N/R-See Attachment	N/R-See Attachment
22	Fire Alarm & Detection Systems	907	N/A	Provide code information of all applicable requirements for Fire Alarm System(s) with code section cited. Indicate Type of Fire Alarm System ☐ Addressable ☑ Hardwired (zoned)	YES-See Attachment	YES-See Attachment

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
23	Emergency Alarm System	908	N/A	Provide code information of all applicable requirements for Emergency Alarm Systems with code section cited.	N/R-See Attachment	N/R-See Attachment
24	Fire Department Connections	912	N/A	Identify Fire Department connections in accordance with NFPA applicable standard.	See Attachment	Backflow And Related Data Posted In Attachment
25	Exits	1001.1 &2	N/A	Identify on the Building Plans and documents, per each door, the following information: door width, door height, direction of swing, type of construction, hourly rating, and door closures.	See Attachment	See Attachment
26	Occupant Load	1004 & Table 1004.1.1	N/A	Identify the use/name of each room, dimensions of each room, and Occupant Loads per each room on the Building Plans.	See Attachment	See Attachment
27	Egress Width	1005	N/A	Provide egress widths & cite applicable code section(s) and requirement(s) on the Building Plans	See Attached	36" - See Attached
28	Accessible Means of Egress	1007.1	N/A	Provide accessible means of egress as per Section 1007 & cite applicable code section(s) and requirement(s) on the Building Plans.	1 Egress-See Attached	2 Egresses- See Attached

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
29	Doors, Gates, and Turnstiles	1008	N/A	Means of egress doors shall meet the requirements of this section.	32" Doors	36" Doors - See Attached
30	Interior Stairs	1009	N/A	Identify the following information for each stairway on the Building Plan(s): the width of stairways; the height, width, depth and number of risers and treads; dimensions of landings; stairway construction type; and handrail height.	N/R	N/A-No stairs
31	Ramps	1010.1	N/A	Identify the following information of each ramp, on the Building Plan(s): width; total vertical rise; length of ramp; and handrail height.	Layout-Ramps	
32	Common Path of Travel	1014.3	N/A	Identify on the Building Plan(s): the length of the "Common Path of Travel" per each room as per applicable building code requirements.	1014.3 Compliant: <75Ft. Path For Group B-Layout	46', <75'-See Attachment
33	Exit Doorway Arrangement	1015	N/A	Identify on the Building Plan(s): applicable building code requirements for all Exits and Exit Access Doorways per each room and required exits in all buildings.	Type B-1015.1 Compliant Layout Exits (<49 people per single egress)	2 Egresses Provided- See Attachment
34	Corridor Fire Rating	1017.1	N/A	Identify, on the Building Plan(s): all corridors with required fire resistance and the applicable fire rating.	0 Hour	0 Hour-See Attached

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
35	Corridor Width	1017.2	N/A	Identify on the Building Plan(s): the width of all corridors. Provide applicable code section(s) and requirement(s).	44"	56" - See Attached Plan
36	Dead End Corridor	1017.3	N/A	Corridors shall not exceed the maximum dead end corridor length as per applicable code.	N/R	N/A
37	Number of Exits and Continuity	1019	N/A	Identify on the Building Plan(s): required number of exits, continuity and arrangement as per the applicable code requirements.	1 Exit	2 Exits - See Attached
38	Vertical Exit Enclosures	1020	N/A	Identify on the Building Plan(s): all applicable code requirements for each Vertical Exit Enclosure.	N/R	N/A-No Vertical Exits
39	Exit Passageways	1021	N/A	Identify on the Building Plan(s): all applicable code requirements for each Exit Passageway.	N/R	1 Exit Passageway/Corridor See Attachment
40	Horizontal Exits	1022	N/A	Identify on the Building Plan(s): all applicable code requirements for each Horizontal Exit.	N/R	N/R

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
41	Exterior Exit Ramps & Stairways	1023	N/A	Identify on the Building Plan(s): all applicable code requirements for each exterior exit ramps and stairways.	N/R	N/R-Neither Ramps Nor Stairways
42	Exit Discharge	1024	N/A	Identify on the Building Plan(s): all applicable code requirements for each Exit Discharge.	One	Two-See Attached
43	Accessibility	1101.1 - 1110 & ICC/A117. 1(03)	N/A	Identify on the Building Plan(s): all applicable code requirements such that the design and construction of each building/facility provides accessibility to physically disabled persons.	See Attached	See Attached
44	Energy Conservation	2010 NYS ECCC & IECC 2012	N/A	Identify the R-Value and U-Value of each construction component and assembly of the building envelope as required in the applicable energy and building code(s).	See Attached	See Attached
45	Emergency & Standby Power	2702.1	N/A	Identify emergency & Standby Power locations and specifications of the system to be provided.	See Attached	See Attached
46	Smoke Control Systems	2702.2.2	N/A	Identify the Standby power for smoke control systems in accordance with Section 909.11 of NYS Building Code.	See Attached	See Attached

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
47	Plumbing Fixture Count	2902.1	N/A	Identify on the Building Plan(s): the minimum plumbing facilities as per applicable plumbing code(s).	See Attached	See Attached
48	Available Street Water Pressure		N/A	Provide the available street or well water pressure.	N/A	45PSI
49	Fire Apparatus Access Road	FC503.1	N/A	Identify on the Site Plan: Fire Apparatus Road, Fire Lane and other Fire Service requirements per applicable Building and Fire Codes.	See Attached	See Attached

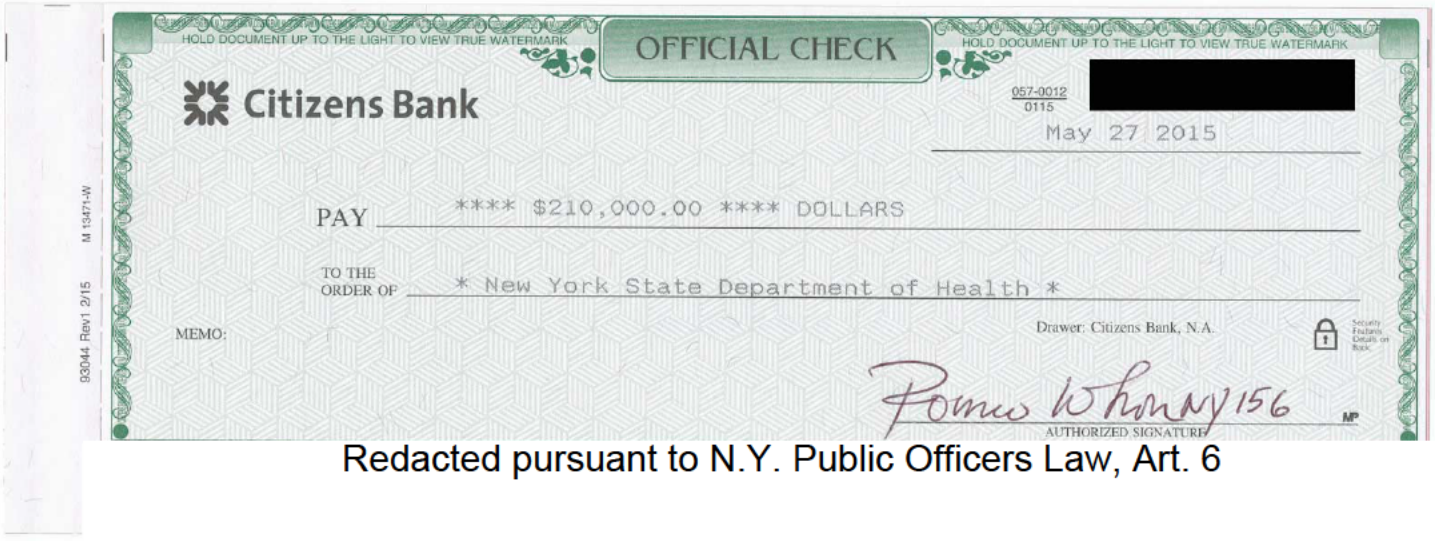
Application Fees

RO Application
DOH-5138
Medical Marihuana

Application #77 And #78: Application Fee And Registration Fee

We have included our non-refundable $10,000 application fee, as well as our $200,000 registration fee as a certified check made out to the "New York State Department of Health".

"(1) Applications shall be accompanied by a non-refundable application fee in the amount of $10,000. (2) The registration fee for the registration period shall be $200,000. Applicants shall submit the registration fee by certified check at the time of submission of the application. The registration fee shall be returned to the applicant if the applicant is not granted a registration under this part."


HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

OFFICIAL CHECK

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

Citizens Bank

057-0012
0115

[redacted]

May 27 2015

PAY **** $210,000.00 **** DOLLARS

TO THE ORDER OF * New York State Department of Health *

MEMO:

Drawer: Citizens Bank, N.A.

AUTHORIZED SIGNATURE

93044 Rev1 2/15 M 13471-W

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

Attachment

A

RO Application
DOH-5138
Medical Marihuana

Section A: Property Identification

We have identified one production facility and four additional dispensaries geographically distributed across the western portion of NYS. The four dispensaries are located in different counties, none of which are adjacent to the other. The production facility is located in Tonawanda, NY, and the dispensaries all comply with the guidelines put forth by the NYS DOH in the application instructions.

"that the applicant's four proposed dispensing facilities are geographically distributed. To be geographically distributed, the proposed dispensing facilities of an applicant must be located in multiple counties across New York State to best serve certified patients in the Medical Marijuana Program state-wide. Geographic distribution will not be demonstrated by the applicant if the proposed dispensing facilities of the applicant are all concentrated in counties of New York State that are neighboring or in close proximity."

As stated in "Attachment C", we also have surety bond approval for alternate locations if the ones included in this attachment are not ideal for registered organization distribution throughout the state based on applicant submissions.

This section shows full compliance with NYS DOH regulation:

1004.5 b (2) identification of all real property, buildings and facilities that will be used in manufacturing, as defined in Section 1004.11 of this part, and dispensing of the medical marihuana products;

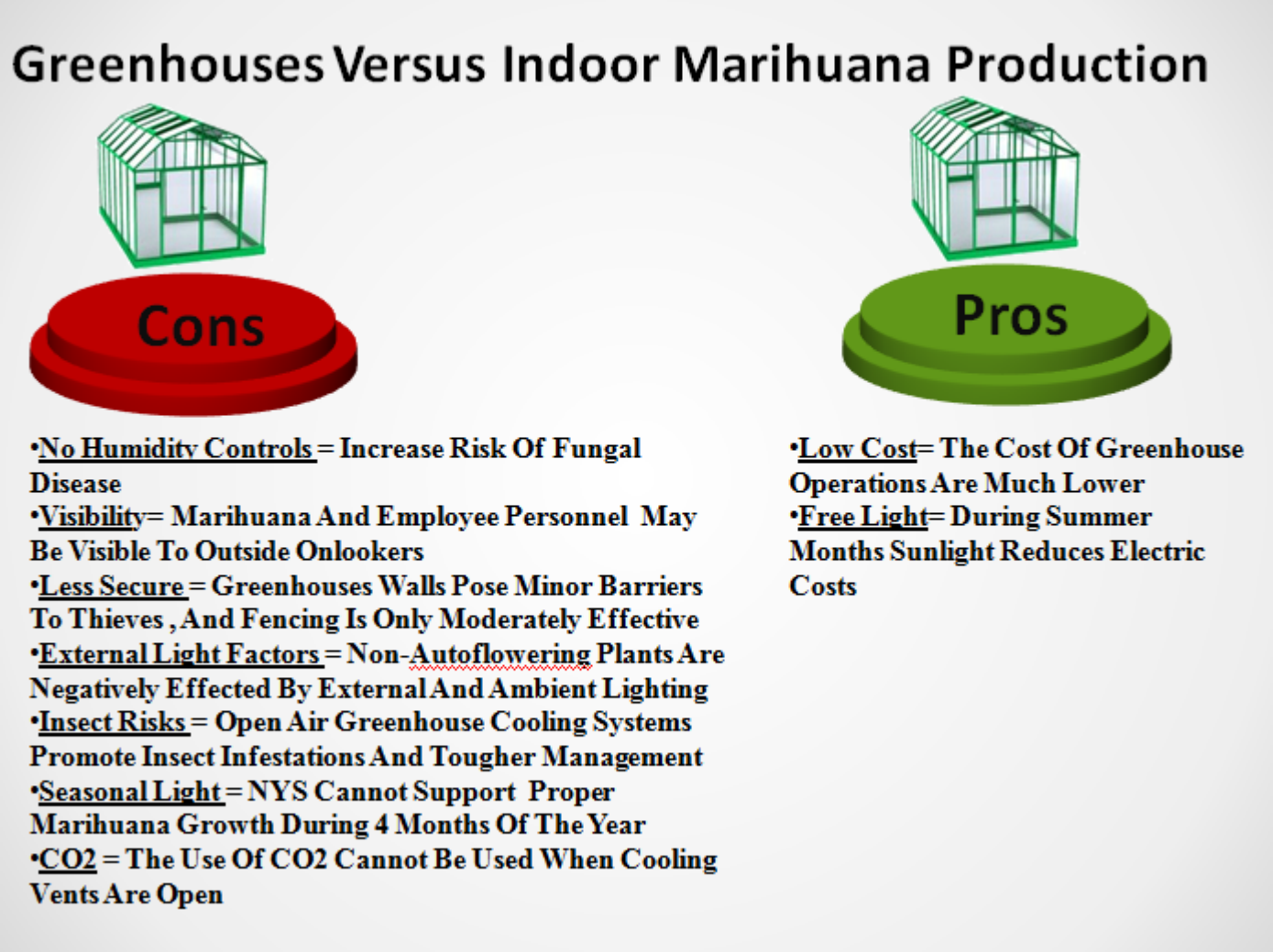
Below are basic information sheets on each potential dispensary. The layouts of each site blown up in greater views in both the architecture (Appendix B) and security plan (Attachment H) portions of the application. We chose existing banks as potential dispensary sites for several reasons.

1. All sites contain high security Hamilton vaults or safes that exceed NYS Article 33 and Part 80.13 NYS Controlled Substance Manufacturing requirements for vaults/safes.
2. All sites feature staging areas for patients with buzz in doors for added security.
3. All sites are handicapped accessible for both parking lots, counters, and other architectural code compliance.
4. All sites are 2,800-9,500 square feet, allow for 24-42 seats in each waiting area.
5. All sites have a dedicated surveillance room.
6. All sites have at least two dedicated pharmacist office stations for patient consultation.
7. All sites feature optional drive thru service (if this use is one day permitted by the DOH).
8. None of the sites require construction permits, or any alterations that could delay the timeline for full dispensary roll outs.
9. All facilities can be appropriately modified with repairs and décor to emulate an extremely professional medical atmosphere.

When considering possible sites for a proper marihuana production facility several key factors came into play:

1. Can we truly secure the site against theft and comply with diversion control requirements?
2. Is the facility located over 1,000 feet away from places of worship and schools?
3. Is the facility far enough away from residential areas to ensure no community acceptance issues?
4. Is the facility large enough to meet the demands of the possible patient load for this program, with considerations for additional potential disease inclusions (arthritis, PTSD, etc.)?
5. Can we get enough power to the facility to truly utilize the space?
6. Can we utilize the existing infrastructure in such a way as to avoid the need for new construction permits and other potential time delaying factors that would impact our timeline's credibility?

The answer to all the above questions is a resounding yes for this particular site. We also considered large greenhouses, but chose to avoid them for several reasons.



The only practical way for us to meet the required six month deadline was to utilize an existing facility and reduce all the work required to 'repair' level. This avoids the need for new building permits, new zoning compliance, and other factors that would potentially have a negative impact on the timeline.

Our production facility was carefully chosen due the ability to expand internal power to over seven megawatts, providing enough lighting and climate control to service a great deal more patients than we will have requesting service. This will ensure at least one year of inventory for each brand, and ensure we can

supply all of our dispensary sites. In addition it is securable, has a large enough square footage to operate within our operating plan, and is located in an industrial area away from residents, churches, or schools.

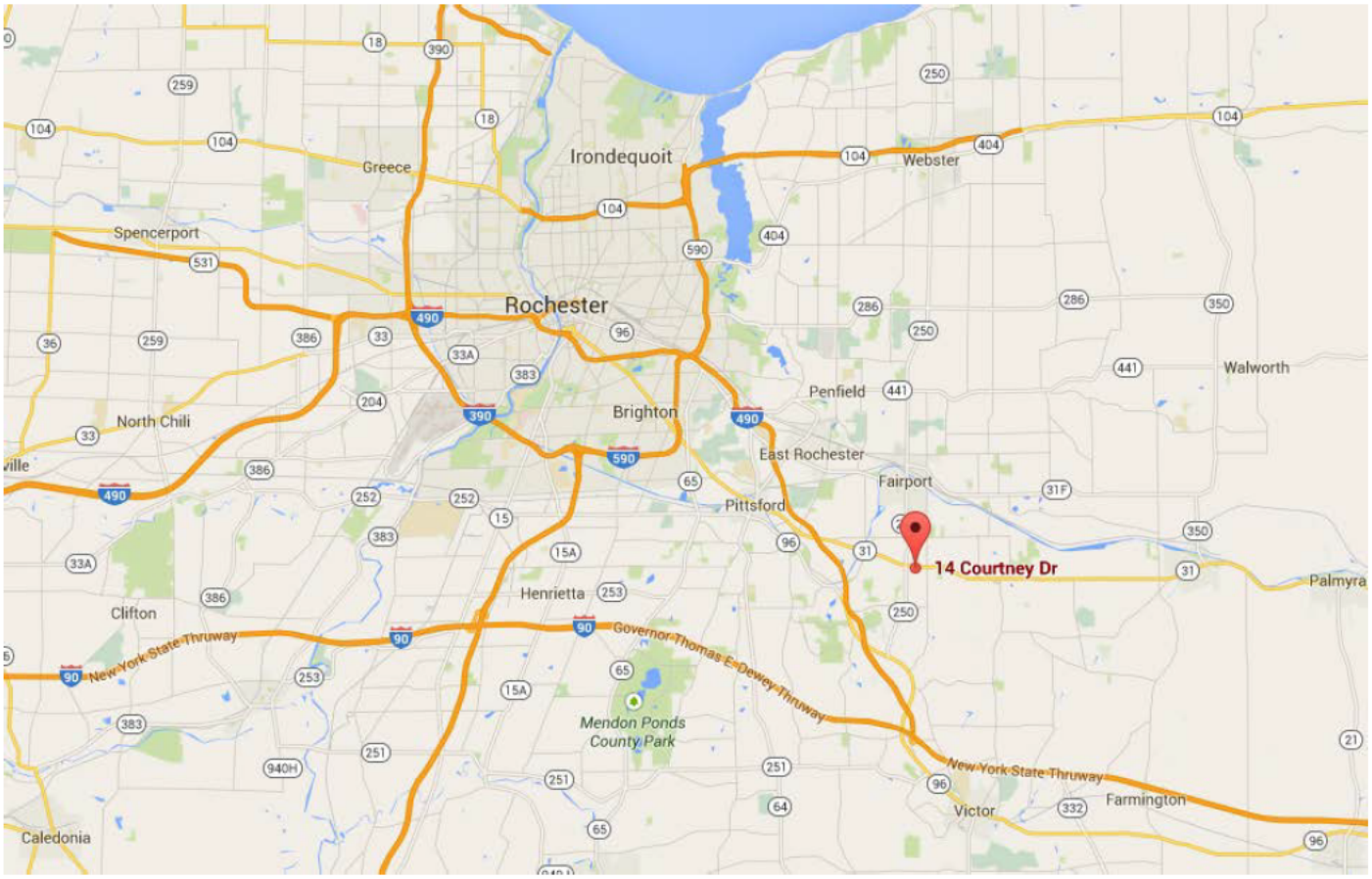
14 Courtney Drive

Location: Fairport, New York 14450
County: Monroe
Facility Type: Medical Marihuana Dispensary

LabCare Dispensary Sites

Executive Summary

Our dispensary at 14 Courtney Drive, in Fairport, NY is strategically located in the southern portion of Monroe County. The facility is off of Highway 31 which is exit 26 from the NY Interstate 490. The NY Interstate 490 makes a circular path around the greater Rochester area assuring quick access to the dispensary. The NY Interstate 90 also connects to the NY Interstate 490 allowing patients from surrounding areas to have direct thruway access to our dispensary. Fairport is an upscale and safe neighborhood ensuring security for our patients and dispensary. The 3,000sq.ft. facility is a former bank with teller windows and safes.



LabCare, Inc. Proposed Rochester Dispensary

City of Rochester, NY

LabCare

14 Courtney Drive

Location: Fairport, New York 14450
County: Monroe
Facility Type: Medical Marihuana Dispensary

LabCare, Inc. Proposed Rochester Dispensary

City of Rochester, NY

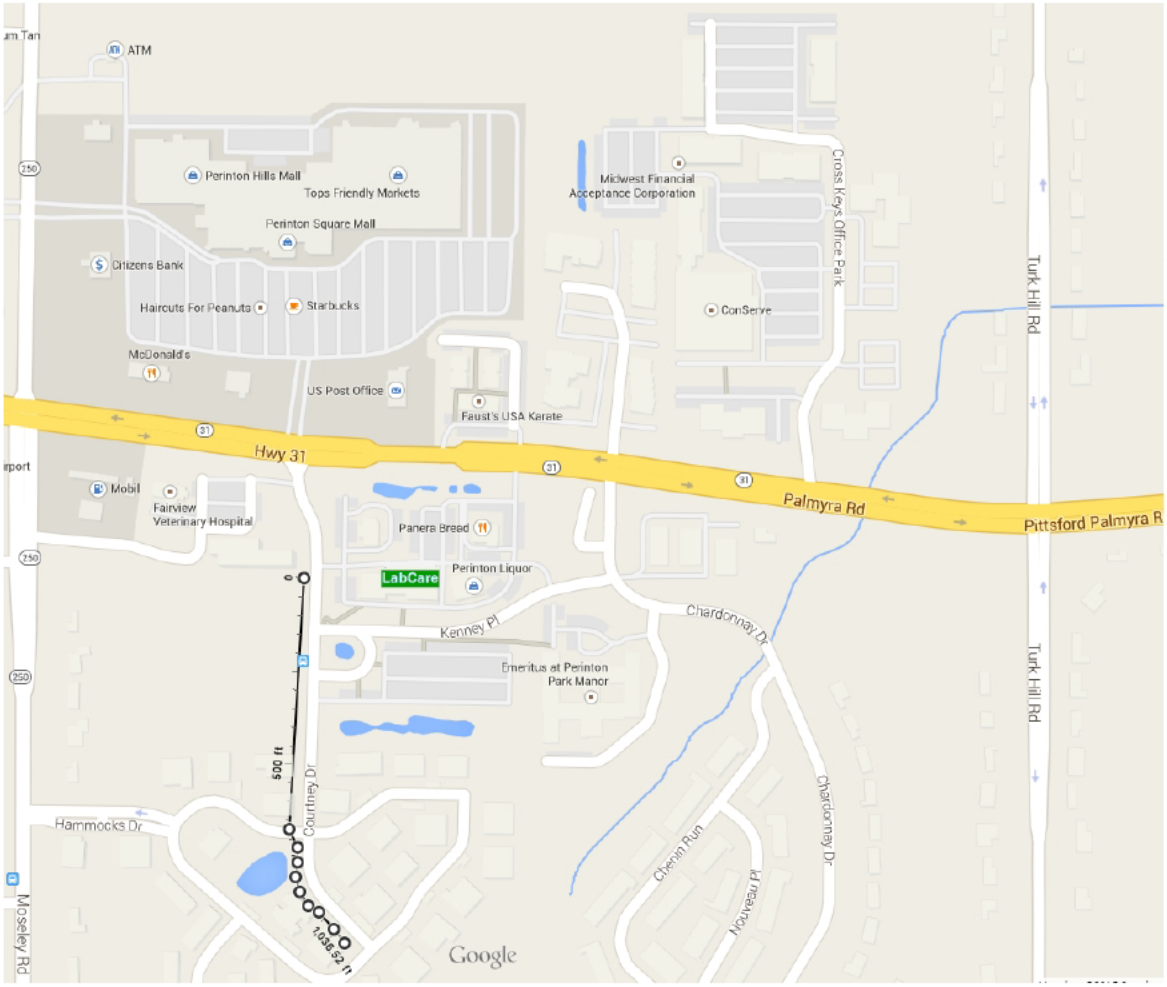
LabCare

14 Courtney Drive

Location: Fairport, New York 14450
County: Monroe
Facility Type: Medical Marihuana Dispensary

1,000 Foot Rule

The LabCare, Inc. Buffalo/Niagara dispensary is not located on the same street or avenue and within one thousand feet of a building occupied exclusively as a school, church, synagogue or other place of worship.



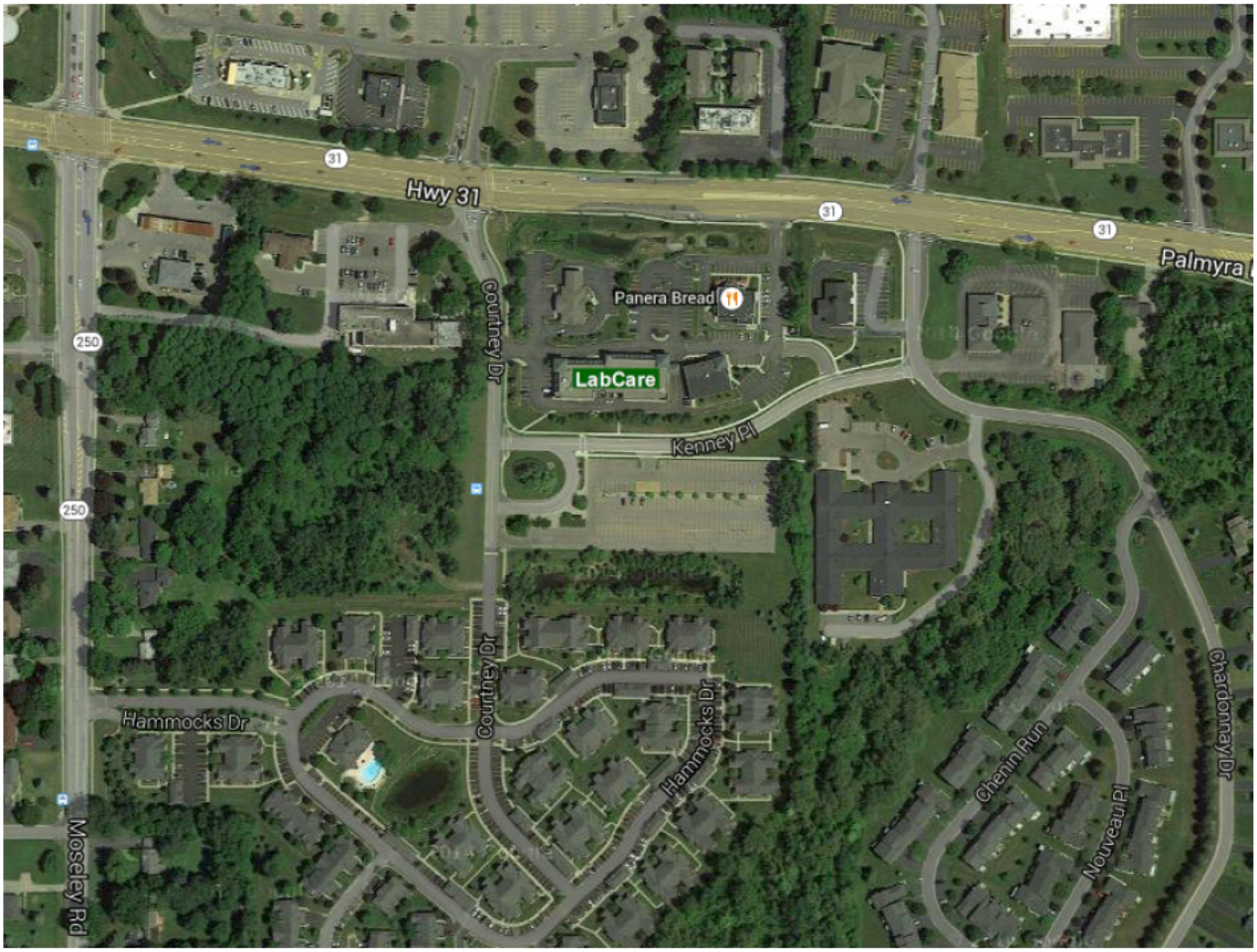
LabCare, Inc. Proposed Rochester Dispensary

City of Rochester, NY

LabCare

14 Courtney Drive

Location: Fairport, New York 14450
County: Monroe
Facility Type: Medical Marihuana Dispensary



Courtney Commons Current Tenants:

- Martinizing Dry Cleaning
- M&T Bank
- Panera Bread
- SuperCuts
- Net 360
- Perinton Liquor

LabCare, Inc. Proposed Rochester Dispensary

City of Rochester, NY

LabCare

14 Courtney Drive

Location: Fairport, New York 14450
County: Monroe
Facility Type: Medical Marihuana Dispensary

Dispensary Layout

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

LabCare, Inc. Proposed Rochester Dispensary

City of Rochester, NY

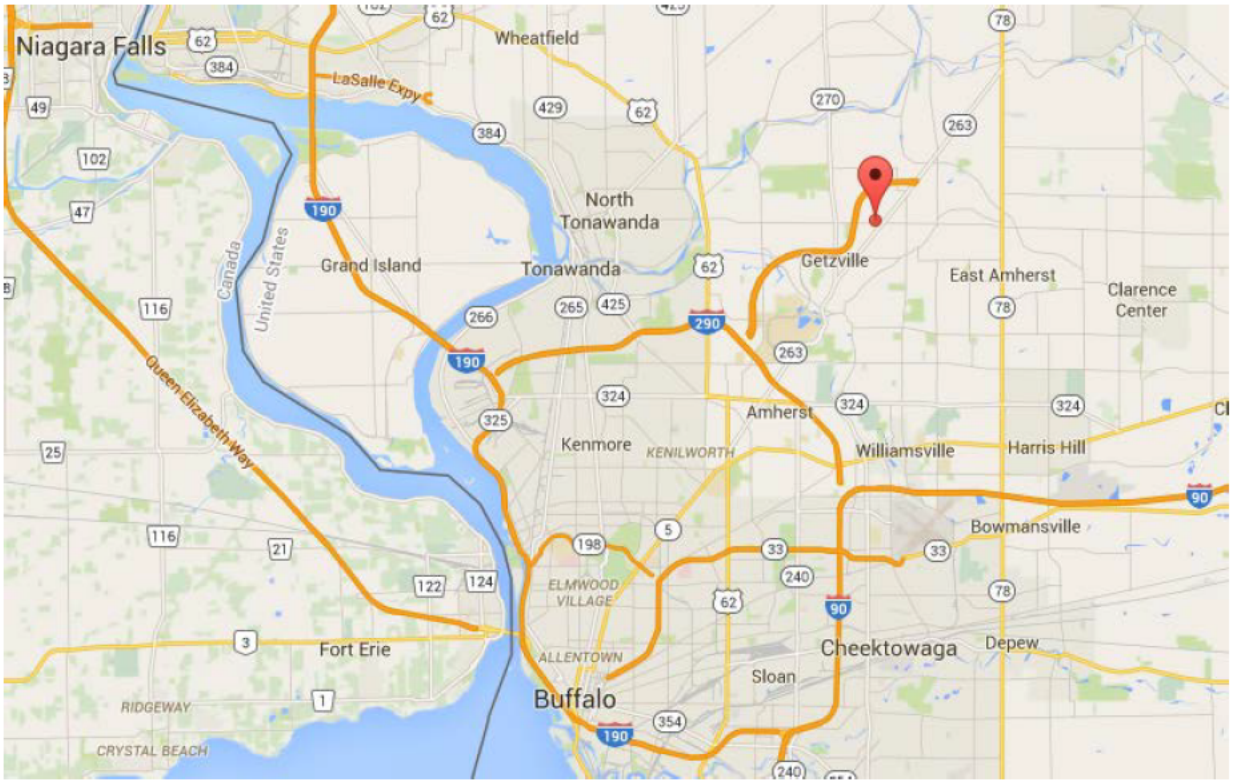
LabCare

35 CrossPoint Parkway

Location: Amherst, New York 14068
County: Erie
Facility Type: Medical Marihuana Dispensary

Executive Summary

Our dispensary at 35 CrossPoint Parkway in Amherst, NY is strategically located between the populations of both Erie and Niagara County. The facility is 2,350 ft. away from the NY Interstate 990 Exit 4 which is in turn connected to the NY Interstate 290. The NY Interstate 290 makes a circular path around the greater Buffalo area assuring quick access to the dispensary. The NY Interstate 190 also connects to the NY Interstate 290 allowing patients from Niagara Falls to have direct thruway access to our dispensary. Amherst is an upscale and safe neighborhood ensuring security for our patients and dispensary. The 2,875 sq.ft. facility is a former bank with teller windows and safes.



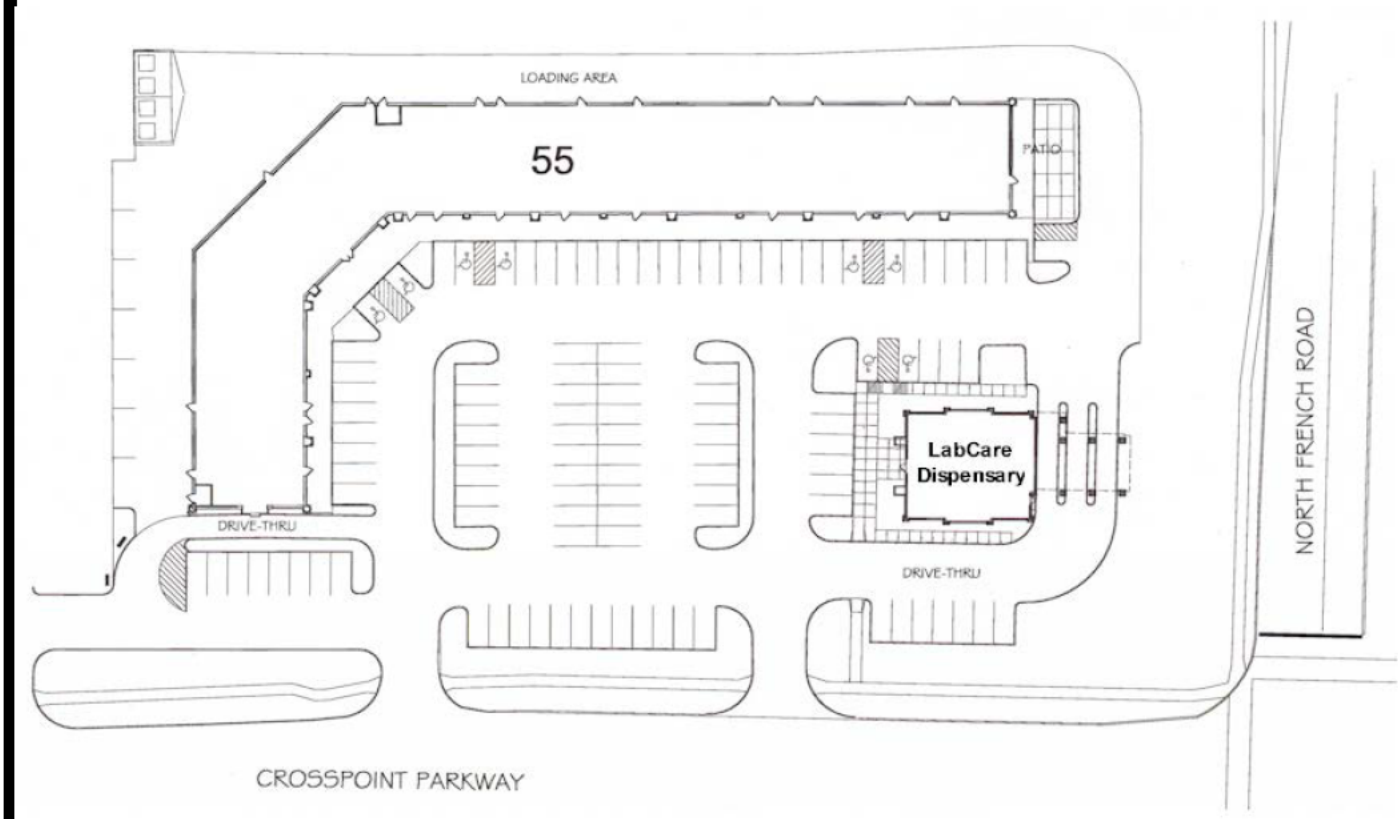
LabCare, Inc. Proposed Buffalo/Niagara Dispensary

35 CrossPoint Parkway

Location: Amherst, New York 14068
County: Erie
Facility Type: Medical Marihuana Dispensary

CrossPoint Square

Amherst's CrossPoint Square retail plaza delivers the perfect combination of strategic location with high visibility, excellent demographics, and heavy regional traffic. Situated at the main entrance to CrossPoint Business Park, this inviting retail center caters to 6,400 daily employees who work at CrossPoint. On weekdays, North Amherst residents and a steady flow of commuters find the plaza's central location and ease of access a convenient reason to visit. Prominently located between the active Interstate 990 exits for Millersport Highway and North French Road, the plaza features appealing architecture, and ample patient parking.



LabCare, Inc. Proposed Buffalo/Niagara Dispensary

35 CrossPoint Parkway

Location: Amherst, New York 14068
County: Erie
Facility Type: Medical Marihuana Dispensary

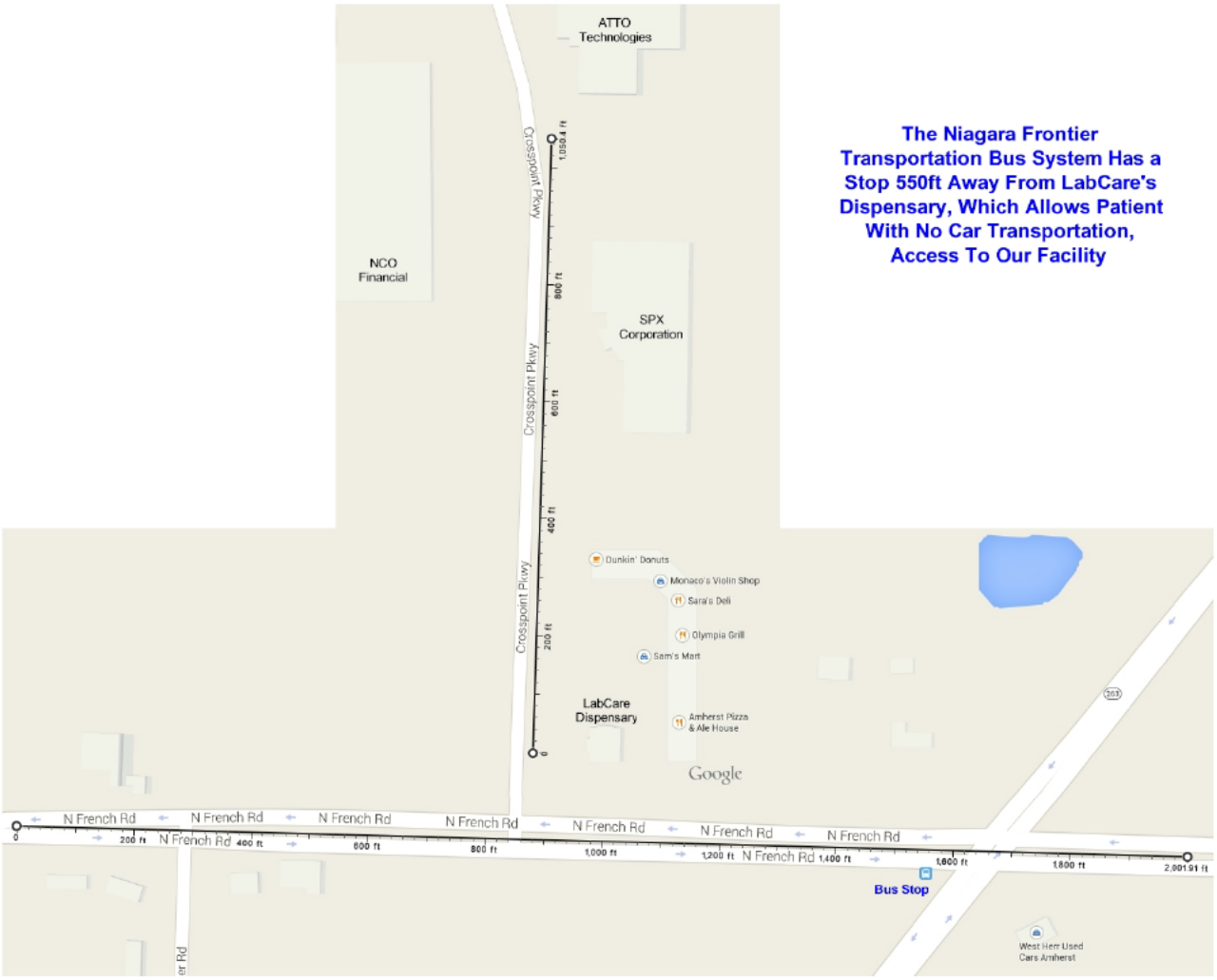
LabCare, Inc. Proposed Buffalo/Niagara Dispensary

35 CrossPoint Parkway

Location: Amherst, New York 14068
County: Erie
Facility Type: Medical Marihuana Dispensary

1,000 Foot Rule

The LabCare, Inc. Buffalo/Niagara dispensary is not located on the same street or avenue and within one thousand feet of a building occupied exclusively as a school, church, synagogue or other place of worship.



The Niagara Frontier Transportation Bus System Has a Stop 550ft Away From LabCare's Dispensary, Which Allows Patient With No Car Transportation, Access To Our Facility

LabCare, Inc. Proposed Buffalo/Niagara Dispensary

35 CrossPoint Parkway

Location: Amherst, New York 14068
County: Erie
Facility Type: Medical Marihuana Dispensary

Dispensary Layout

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

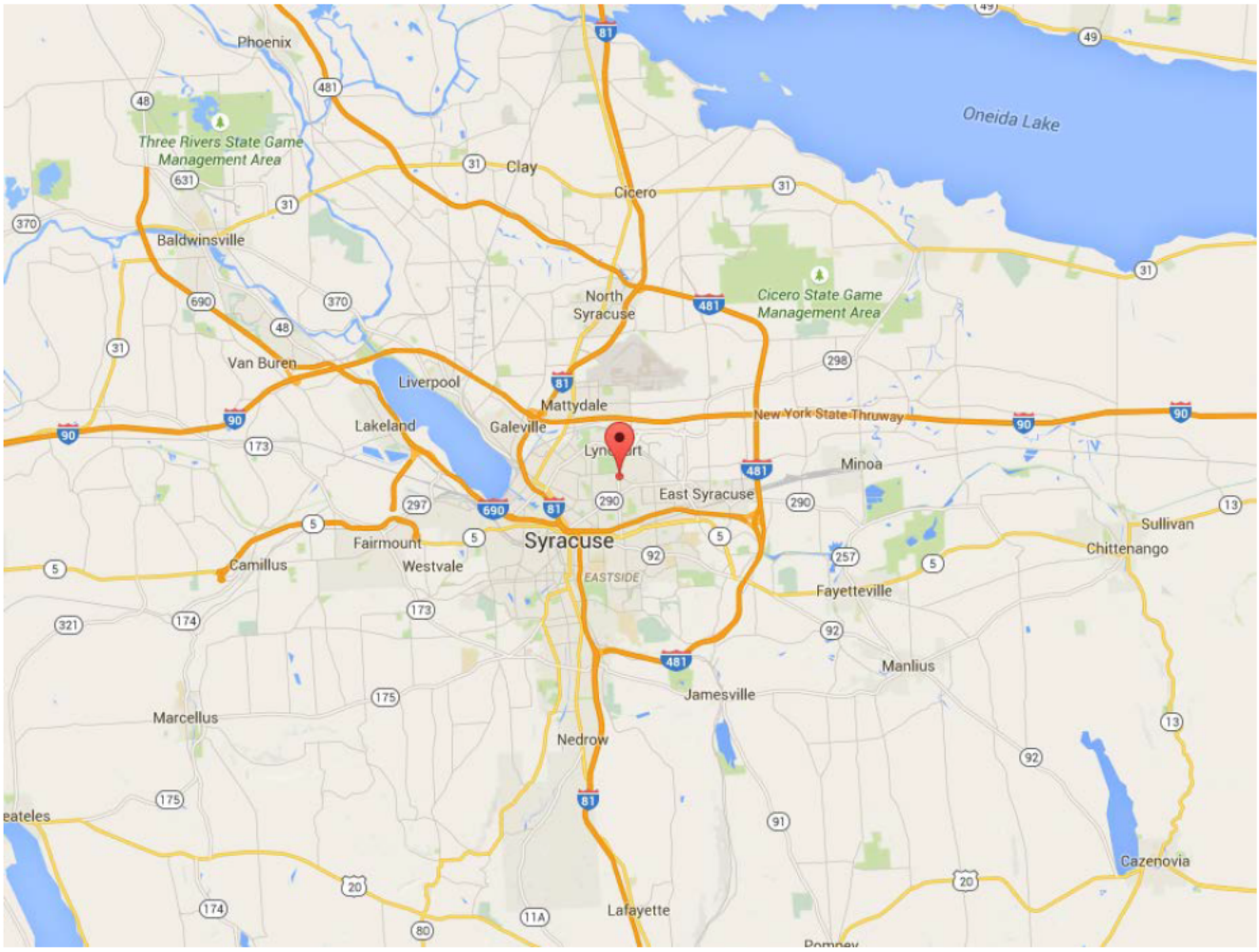
LabCare, Inc. Proposed Buffalo/Niagara Dispensary

416 Grant Boulevard

Location: Syracuse, New York 13206
County: Onondaga
Facility Type: Medical Marihuana Dispensary

Executive Summary

Our dispensary at 416 Grant Boulevard, Syracuse, NY is strategically located in the heart of Syracuse. The facility is off of Highway 298 which is exit 35 from the NY Interstate 90. The NY Interstate 90 also connects to the NY Interstate 481 and NY Interstate 81 allowing patients from surrounding areas to have direct thruway access to our dispensary. The 3,051sq.ft. facility is a former bank w/teller windows and safes.



LabCare, Inc. Proposed Syracuse Dispensary

416 Grant Boulevard

Location: Syracuse, New York 13206
County: Onondaga
Facility Type: Medical Marihuana Dispensary

Shop City Plaza

This is a prosperous and successful neighborhood shopping center located at the crossroads of 3 of Syracuse's most enduring neighborhoods: Eastwood, Lyncourt and the north side of Syracuse. There is a broad spectrum of tenants anchored by a P&C shopping center.

TENANT	SF
1- P&C GROCERY	51,704
2- DOT'S	4,959
2A- AVAILABLE	5,691
2B- BOOST	1,350
3- AUTHENTIC SPORTSWEAR	1,440
4- RENT-A-CENTER	3,600
5- FAMILY DOLLAR	7,466
6- A.J. WRIGHT	25,178
9- ATLAS CHIROPRACTIC	2,130
10- LIQUOR	2,080
11- H&R BLOCK	4,244
12- EMPIRE VISION	4,000
13- VALU HOME CENTERS	25,716
14C- RITE-AID	14,499
14B- DOLLAR TREE	12,756
14A- CHINESE BUFFET	9,150
15- ADVANCE AUTO	12,325

TENANT	SF
16- VCA ANIMAL HOSPITAL	3,660
17- McDONALD'S	4,000
18- M&T BANK	5,720
19- AVAILABLE	1,848
21- HSBC BANK	3,264
22- STATE FARM	1,316
23- CURVES FOR WOMEN	1,200
24- MARK'S PIZZERIA	1,140
25- U.S. COAST GUARD	1,140
26- NAIL ART	1,425
27- BLOCKBUSTER VIDEO	6,832
28- LabCare	3,000
29- SWEET CHUNKY'S BBQ	4,000
30- FISH COVE	1,730
31- CHINA HOUSE	1,950
32- AVAILABLE	2,904
33- NEXXUS SALON	1,886
34- CHARTER ONE BANK	1,800

LabCare, Inc. Proposed Syracuse Dispensary

LabCare

416 Grant Boulevard

Location: Syracuse, New York 13206
County: Onondaga
Facility Type: Medical Marihuana Dispensary

Some of the Shop City Plaza Tenants:

P&C Grocery	Dot's	Boost
Authentic Sports Wear	Rent-A-Center	Family Dollar
A.J. Wright	Atlas Chiropractic	Liquor
H&R Block	Empire Vision	Value Home Centers
Rite-Aid	Dollar Tree	Chinese Buffet
Advance Auto	VCA Animal Hospital	McDonald's
HSBC Bank	State Farm	Curves for Woman
U.S Coast Guard	Nail Art	NEXXUS Salon

LabCare, Inc. Proposed Syracuse Dispensary

416 Grant Boulevard

Location: Syracuse, New York 13206
County: Onondaga
Facility Type: Medical Marihuana Dispensary

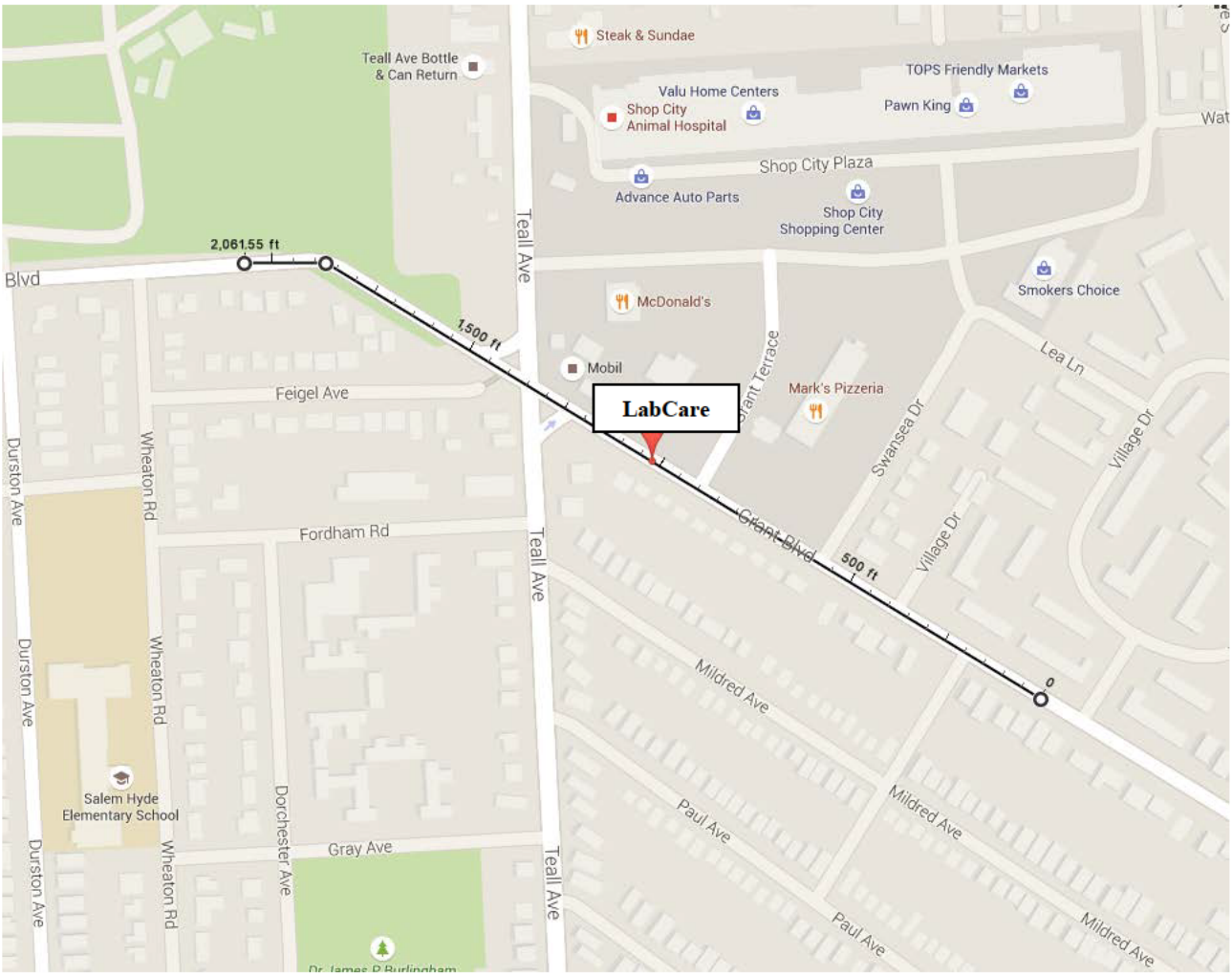
LabCare, Inc. Proposed Syracuse Dispensary

416 Grant Boulevard

Location: Syracuse, New York 13206
County: Onondaga
Facility Type: Medical Marihuana Dispensary

1,000 Foot Rule

The LabCare, Inc. Syracuse dispensary is not located on the same street or avenue and within one thousand feet of a building occupied exclusively as a school, church, synagogue or other place of worship.



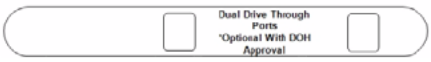
LabCare, Inc. Proposed Syracuse Dispensary

416 Grant Boulevard

Location: Syracuse, New York 13206
County: Onondaga
Facility Type: Medical Marihuana Dispensary

Dispensary Layout

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



Syracuse Dispensary

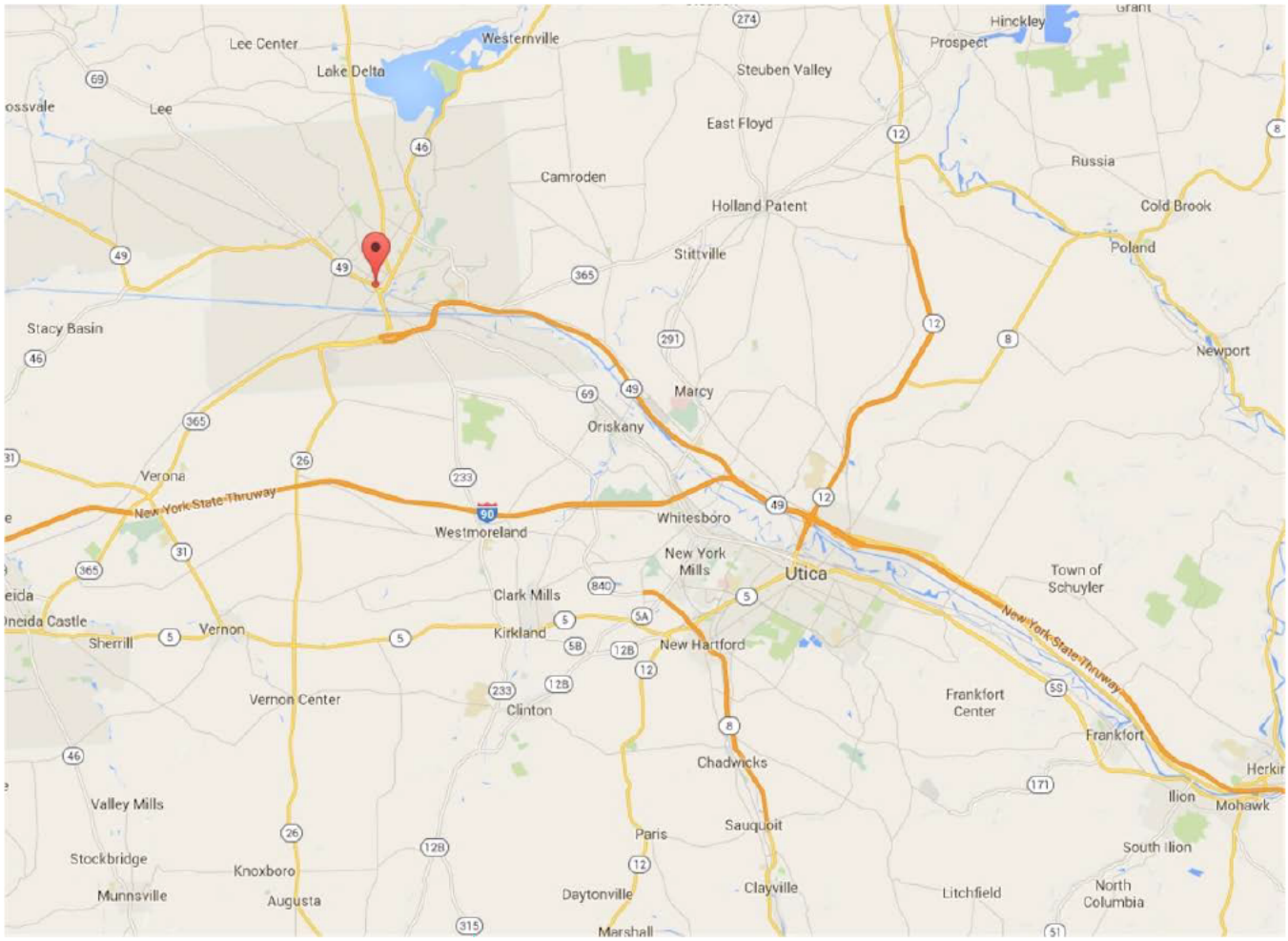
LabCare, Inc. Proposed Syracuse Dispensary

200 Dominick Street West

Location: Rome, New York 13440
County: Oneida
Facility Type: Medical Marihuana Dispensary

Executive Summary

Our dispensary at 200 Dominick Street West, Rome, NY is strategically located in the middle of Oneida County between the cities of Oneida and Utica. The location also services the patients in Mohawk and Herkimer New York. The facility is conveniently located only 15 miles off of the Interstate 90 whether patients are traveling either West or East. The 8,944sqft facility is a former bank with teller windows & safes.



LabCare, Inc. Proposed Rome Dispensary

City of Rome
Official Website of the City of Rome

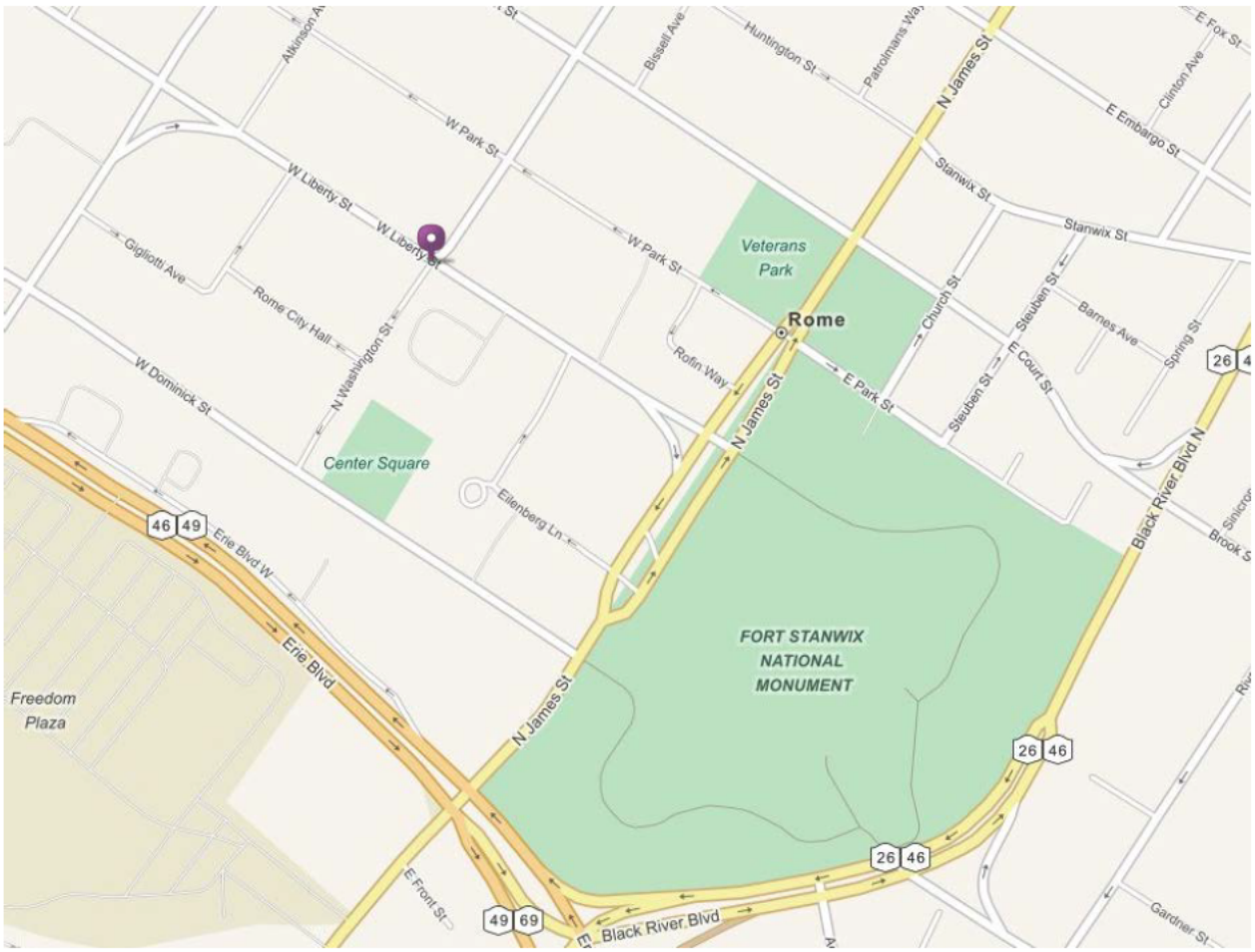
LabCare

200 Dominick Street West

Location: Rome, New York 13440
County: Oneida
Facility Type: Medical Marihuana Dispensary

Center Square (City Hall Plaza)

Formerly known as the City Hall Green, the park was renamed the Joseph A. Griffo Center Square. Griffo Square comprises the grassy area behind City Hall between West Liberty Street and East Dominick Street. It is designed to serve the population of Rome and surrounding communities. The dispensary is served by a small parking lot off West Dominick Street and an addition parking lot off of North George Street parking garage which are in walking distance.



LabCare, Inc. Proposed Rome Dispensary

City of Rome
Official Website of the City of Rome

200 Dominick Street West

Location: Rome, New York 13440
County: Oneida
Facility Type: Medical Marihuana Dispensary

LabCare, Inc. Proposed Rome Dispensary

City of Rome
Official Website of the City of Rome

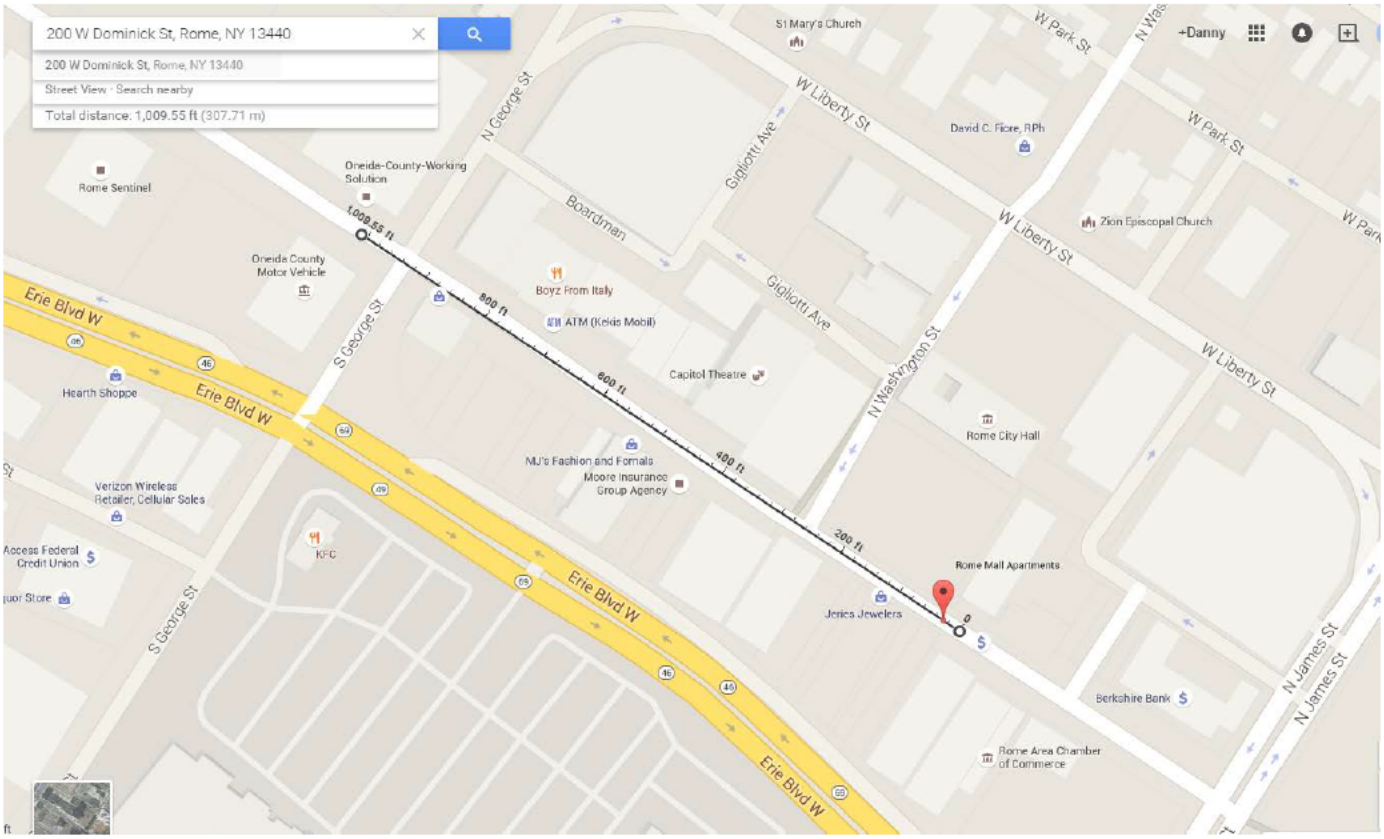
LabCare

200 Dominick Street West

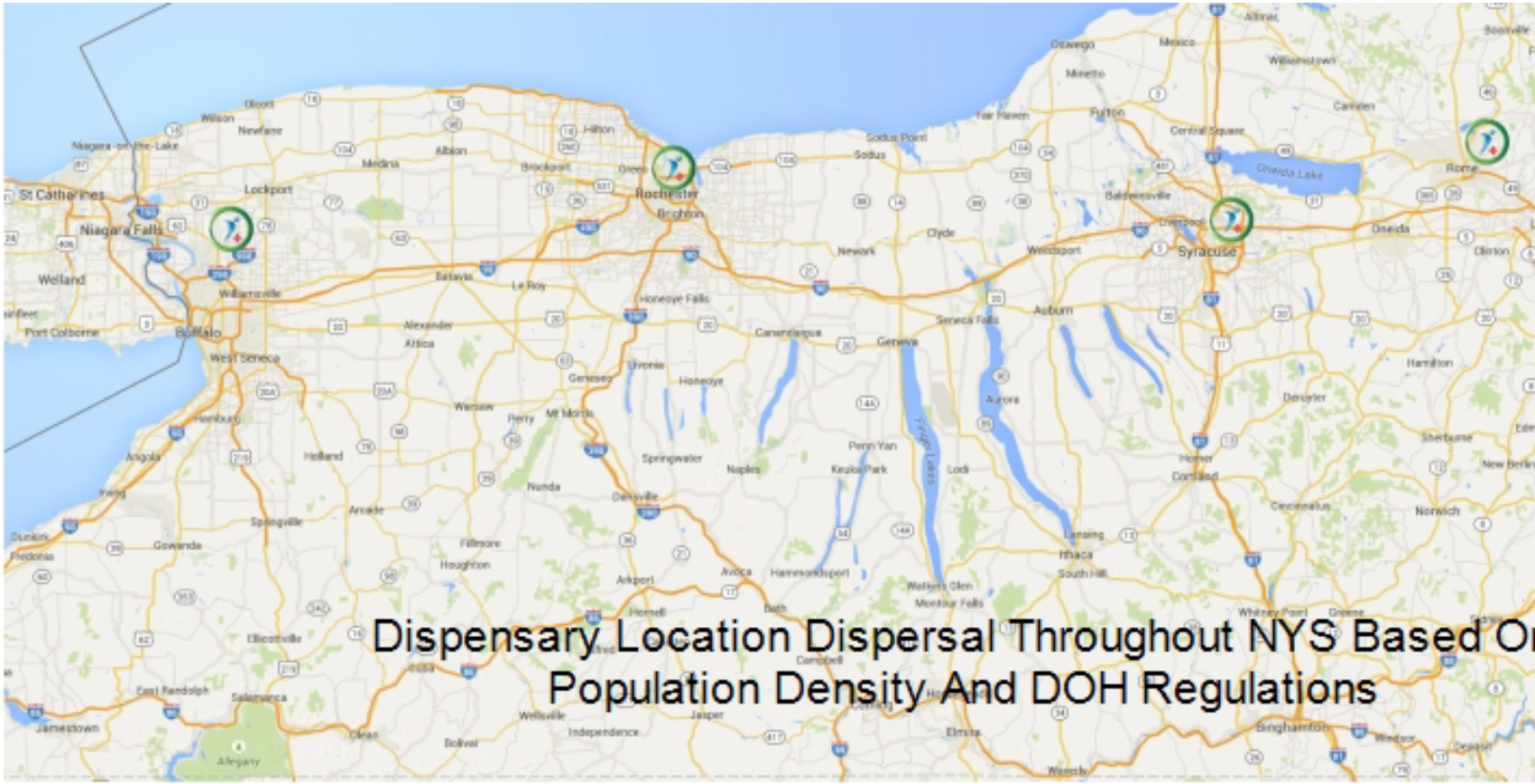
Location: Rome, New York 13440
County: Oneida
Facility Type: Medical Marihuana Dispensary

1,000 Foot Rule

The LabCare, Inc. Rome dispensary is not located on the same street or avenue and within one thousand feet of a building occupied exclusively as a school, church, synagogue or other place of worship.



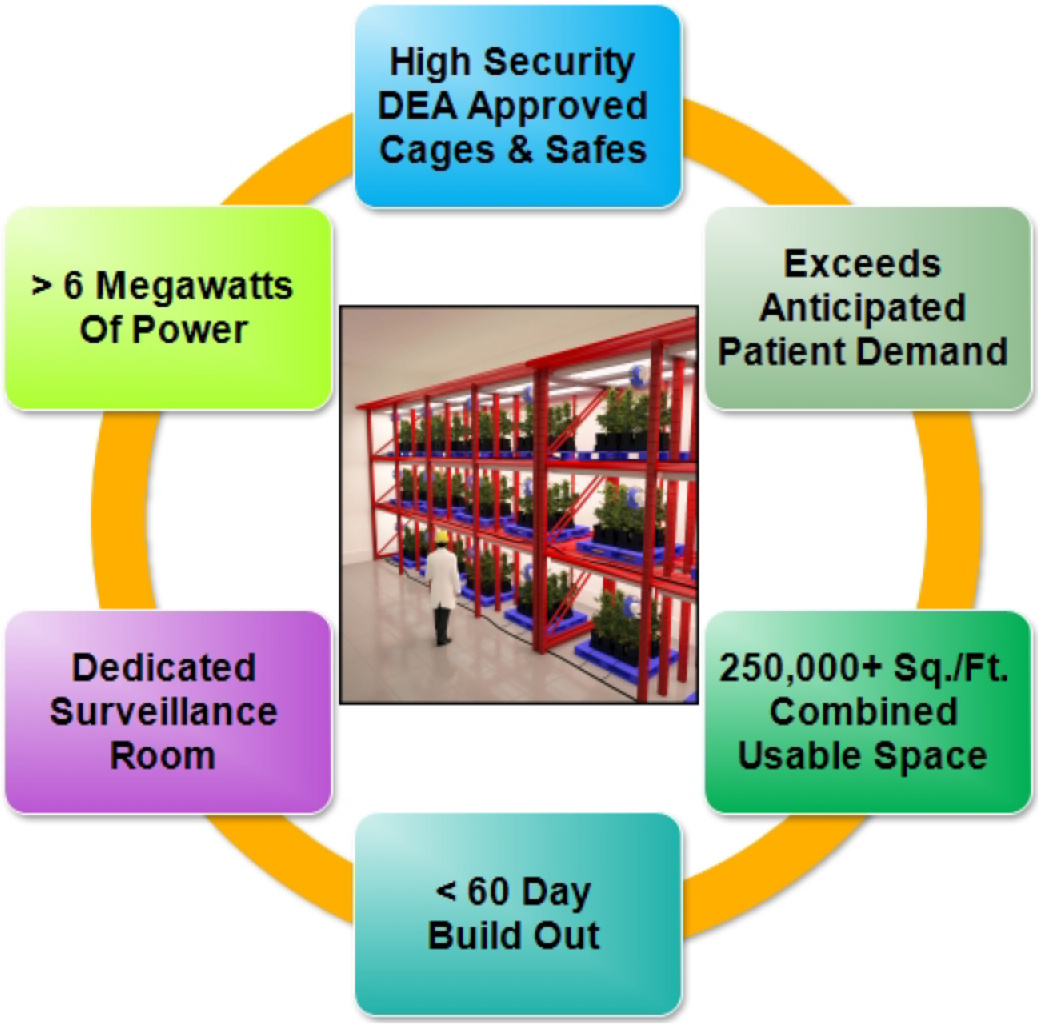
LabCare, Inc. Proposed Rome Dispensary


Dispensary Location Dispersal Throughout NYS Based O
Population Density And DOH Regulations
Rochester
Syracuse
Buffalo
Niagara Falls
Rome

2080 Military Rd

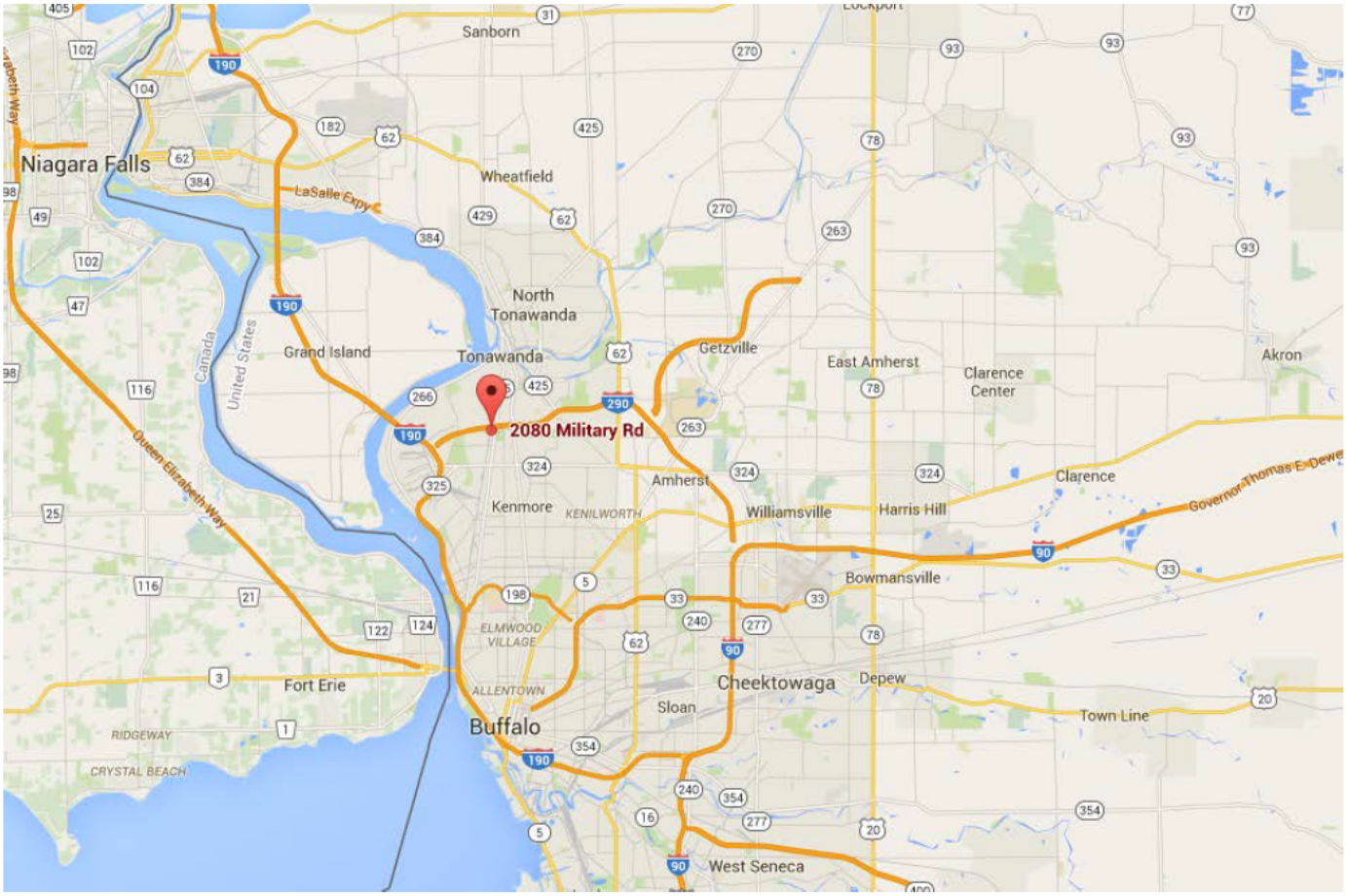
Location: Tonawanda, New York 14150
County: Erie
Facility Type: Medical Marihuana Growing Facility

LabCare Production Facility



Executive Summary

Our growing facility is located at 2080 Military Rd in Tonawanda, NY. The facility has 58,000 sq.ft. of manufacturing floor space, most of which has 27ft high ceilings. Current electrical service into the building is one megawatt which can be upgraded to eight megawatts. It should be noted that our projections indicate that one megawatt can provide enough lighting power to service over 10,000 patients. This single facility will be able to provide all the medical grade pharmaceutical grade marihuana production needed to properly supply our four dispensary sites.



LabCare, Inc. Proposed Growing Facility

Town of Tonawanda

LabCare

2080 Military Rd

Location: Tonawanda, New York 14150
County: Erie
Facility Type: Medical Marihuana Growing Facility

LabCare, Inc. Proposed Growing Facility

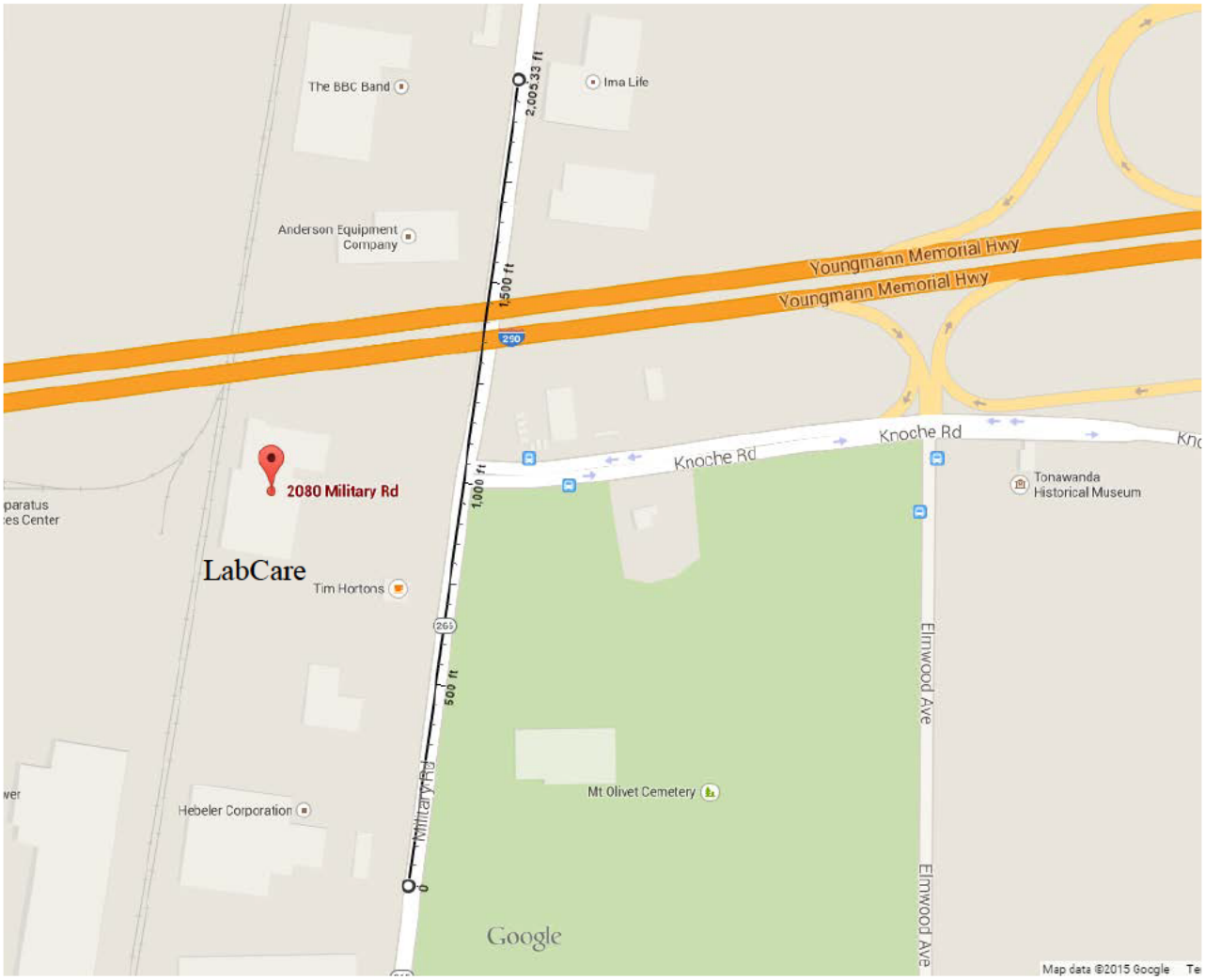
town of tonawanda

2080 Military Rd

Location: Tonawanda, New York 14150
County: Erie
Facility Type: Medical Marihuana Growing Facility

1,000 Foot Rule

The LabCare, Inc. growing facility is not located on the same street or avenue and within one thousand feet of a building occupied exclusively as a school, church, synagogue or other place of worship.



LabCare, Inc. Proposed Growing Facility

Production Facility Centralized In Tonawanda, NY
St Catharines
Niagara Falls
Welland
Buffalo
Lockport
Rochester
Syracuse
Utica
Ithaca
Jamestown
Binghamton

Attachment

B

RO Application
DOH-5138
Medical Marihuana

Section B: Equipment Identification

"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."

This section covers all of the equipment used to manufacture, process, transport, distribute, sell, and dispense our marihuana infused products. The equipment used for each process is listed by main category heading. Each equipment item has a picture, description, vendor, and associated department listed. We also have BiotrackTHC seed-to-sale software integration in all aspects of our operation, and Shimadzu LabSolutions software for analytical equipment recording.

Equipment – Grow Light Fixtures

Department: Manufacturing
Facility Type: Production Facility

Description

The light penetration from our T-5 HO fluorescent fixtures only reaches 24"-32" into the plant canopy effectively. This makes them ideal for vegetative plant stages in taller marihuana plants, or from start to finish with shorter varieties. Normal T-5 lights do not have the penetration ability to properly grow marihuana plants, except in the case of high output bulbs, which have roughly, double the intensity of typical fluorescent grow lights. Since our auto-flowering marihuana plants will be roughly 28" tall, these lights will more than suffice for adequate lighting conditions. Therefore, will be using these high output lighting systems for growing from start to finish in our production facility.

SLIM STAR 4' - 8 LAMP

FLUORESCENT T5 GROWLIGHT

Vendor: High Yield Lighting

Equipment –Light Hangers

Department: Manufacturing
Facility Type: Production Facility

Description

Each light fixture will have a set of light hangers which will allow for different light fixture height at various stages of plant growth. The hangers are easily adjustable by hand. As part of the scheduled plant maintenance attendants will check the plant height versus the fixture height and make corrections accordingly.

Vendor: Sunlight Supply Inc.

Sunlight Supply, Inc.
National Garden Wholesale

Equipment –Grow Light System

Department: Manufacturing
Facility Type: Production Facility

Description

Each light fixture will have 8 bulbs, which are Pure Par Veg T5 High Output Fluorescent Grow Lamps. They are considered the most advanced T5HO lamps on the market with a highly specialized lighting spectrum output. The lamps have been engineered so as to pinpoint the exact wavelengths associated with plant growth by using a highly specialized phosphorescent coating. The lamp produces a unique "purple" color that matches the lighting spectrums widely known to produce maximum plant growth.

Vendor: High Yield Lighting

Equipment –Vertical Storage Water Tank

Department: Manufacturing
Facility Type: Production Facility

Description

The plastic storage water tank we chose is ideal for long term storing of safe potable drinking water. These green plastic water tanks are made from FDA approved polyethylene resins and are safe for human consumption of drinking water. Our reverse osmosis system will feed directly into the storage tank. Later, as demand increases from the plants, a pump will activate and dispense the water.

Vendor: Plastic Mart

Equipment –Handheld CO2, Temperature and Humidity Monitor

Department: Manufacturing
Facility Type: Production Facility

Description

In our growing area we will be using Titan Controls Atlas 5 which is a hand held CO2, temperature and humidity monitor. The plant attendants will each carry one of these units and as the check the plant areas. They will take readings and record them for each rack system.

Vendor: Titan Controls

Equipment –All In One Tank Meter

Department: Manufacturing
Facility Type: Production Facility

Description

While we have handheld meters to spot check each tank, we'll also have fixed pH, temperature, and TDS testing units affixed to each tank. This all-in-one meter will give us a live and constant reading of all presets in the tank, and alarm notifications when levels of fertilizer and pH exit the acceptable tolerance range. The readings on the fixed meter and our handheld devices should be the same if both devices are properly calibrated. This unit has simple push button pH calibration, and no calibration requirements for TDS and temperature. It measures 0.0– 14.0 pH, 0– 5.0 EC, 0– 50 CF, 0–2500 TDS, 0–3500 ppm, 0-50 °C, 32-122 ° on a large digital display.

Vendor: Bluelabs Corporation Limited

Equipment –Soil Moisture and PH Digital Meter

Department: Manufacturing
Facility Type: Production Facility

Description

We will be using a small handheld soil moisture meter for confirming the proper functioning of the AutoPot system. The soil moisture of our plants should be at a constant 80%, with the tolerance range of 60-90% being acceptable. This device measures the soil moisture, and confirms the pH of the soil. We will be testing the pH at each main reservoir tank, but spot checking each pots soil mix is also a good quality control practice that is built into our daily worksheets. This device has a moisture range of 1-8, with #1 representing wet and #8 representing dry. The device should ready #1-#5 at all times, which is a range of 60-90% moisture content in the soil mix. This handheld unit also has a pH range of 3.0-8.0 and an accuracy of ±0.2 pH, less than our digital meters, but enough for spot confirmation of acceptable pH tolerance ranges.

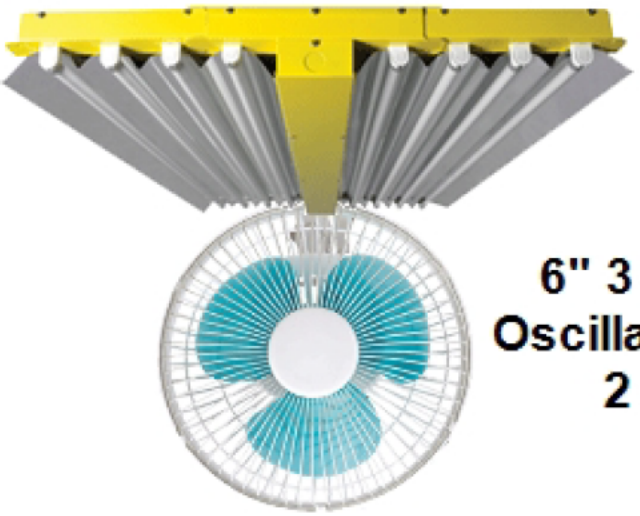
Vendor: Control Wizard Products

Equipment –Cooling Fans

Department: Manufacturing
Facility Type: Production Facility

Description

Each pallet will have it's own 6" oscillating fan that will be attached to the underside of the light fixture. The fan is powered by a six foot 240v plug that can use the same recepticle as the lighting fixture it is attached to. It has two speeds to allow the grower more freedom on the amount of cooling and airflow to each pallet during various plant stages. Proper air circulation helps balance CO2 levels around the plant, cool the lighting fixture, strengthen plant stems, reduce fungal disease, reduce insect infestations, and increase plant growth.



6" 3 Blade Fan
Oscillating Feature
2 Speeds
240v

Vendor: Holmes Products

Equipment –PH Digital Meter

Department: Manufacturing
Facility Type: Production Facility

Description

PH meters measure the pH or how acidic versus basic the solution is. In the section on fertilizer deficiencies we charged how an imbalanced pH has a negative impact on the plants ability to uptake nutrients and grow properly. This meter is a handheld unit that works well for spot checking each tanks pH on each pallet rack level, and for spot checking the pH of the water in the lower section of each AutoPot.

Vendor: HM Digital Inc.

Equipment –TDS Digital Meter

Department: Manufacturing
Facility Type: Production Facility

Description

TDS or total dissolved solids meters are an easy and effective way of testing nutrient levels in our facility reservoirs. They measure the total combined content of the nutrients held in solution, and not individual components such as specific levels of nitrogen or phosphorus. This unit we'll be using for spot checking does both TDS and EC readings. The unit automatically adjusts for temperature to ensure accurate readings.

Vendor: HM Digital Inc.

Equipment – Reverse Osmosis Filter

Department: Manufacturing
Facility Type: Production Facility

Description

All of the plants in our production facility are fed with public water supply (PWS) and the output is run through two 1,000GPD commercial reverse osmosis filters. This device filters out sediments, chlorine, fluoride, and other possible contaminants from the PWS. It features sediment pre-filters, 1 micron reverse osmosis filter, 160 PSI pressure gauge, and stainless steel membrane housing. This device outputs pure zero TDS (total dissolved solids) water which fills a large 400 gallon holding tank.

Vendor: AquaFX

The Leaders in Reverse Osmosis

Equipment – AutoPot Automatic Watering System

Department: Manufacturing
Facility Type: Production Facility

Description

In our growing area we will be using the AutoPot automatic water system to water all of our medical marihuana plants. The automatic system removes the element of human error for the growing requirements. Each AutoPot unit is fed from a local reservoir which has unique fertilizer formulation. An air stone is also added to the AutoPot in order to aerate the medical marihuana plants and increase yield.

Vendor: Autopot Watering Systems USA

Equipment – Vertical Lift

Department: Manufacturing
Facility Type: Production Facility

Description

For maintenance applications where our plant attendants have to be able to reach high places we have chosen the Wav 50 vertical lift. The vertical lift has an outside turning radius of 47.5 inches, meaning its turning circle is 34% tighter than what is common for its class. The Wav 50-118 can be used on grades as steep as 15% under full load. Electric vehicles are used instead of internal combustion engine based vehicles to prevent airborne contamination of the medical marihuana.

Vendor: Crown Equipment Corporation

Equipment – Electric Rider Fork Lift

Department: Manufacturing
Facility Type: Production Facility

Description

The Toyota 7 series electric rider fork lift is used to move pallets of medical marihuana around the LabCare grow facility. Electric vehicles are used instead of internal combustion engine based vehicles to prevent airborne contamination of the medical marihuana.

Vendor: Toyota Industrial Equipment

Equipment –Automatic Air Blower System

Department: Manufacturing
Facility Type: Production Facility

Description

In our growing area we will be using the Republic Manufacturing regenerative blower HRB500 to supply all the low pressure air required by our air stones. The regenerative blower is sized to handle the needs of all the air requirements of our growing system. There will be a check valve and a pressure dial indicator that will mount on the blower conduit connection for visual pressure confirmation.

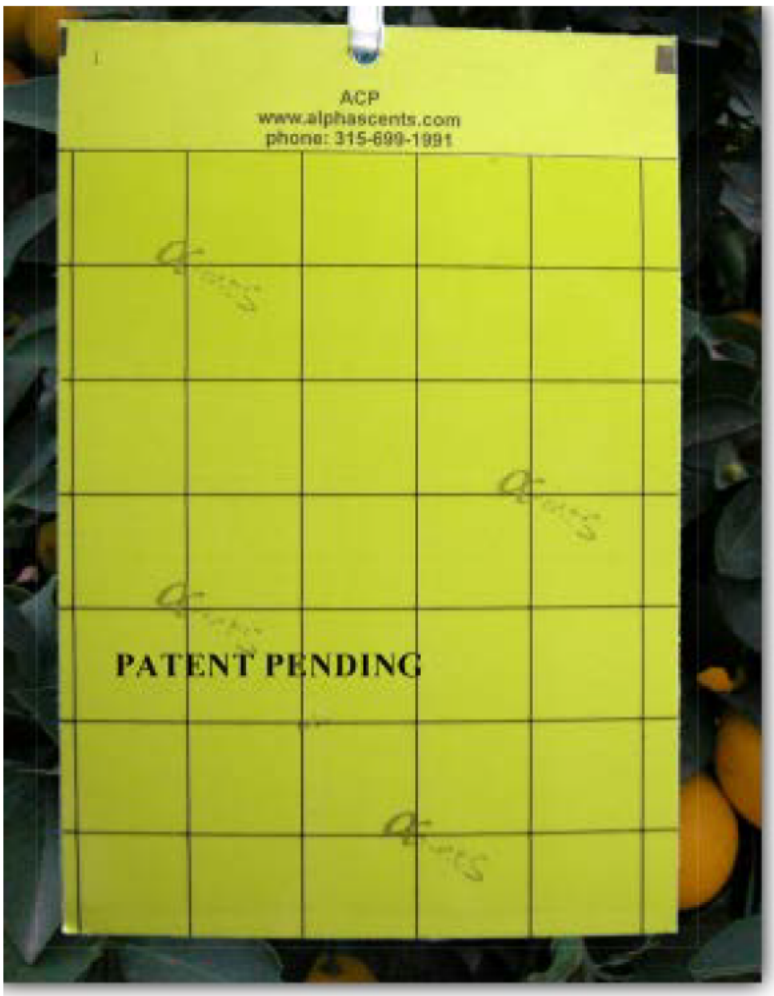
Vendor: Republic Manufacturing

Equipment –Insect Sticky Traps

Department: Manufacturing
Facility Type: Production Facility

Description

In the center of each pallet will be a thin vertical post to support the hanging of various insect sticky traps. These traps are used for identification of potential insect problems before outbreaks reach unmanageable levels. Sticky traps must be checked daily, and replaced when the insect load on the trap reaches more than 25% of the glue surface.



Vendor: Alpha Scent Traps

Equipment – Drug Terminator Portable Incinerator

Department: Manufacturing
Facility Type: Production Facility

Description

The LabCare Drug Terminator portable incinerator is used to destroy all left over plant material after extraction and turns them into ash in a safe and efficient manner. It is also used to destroy any expired or recalled final products. . The incinerator burns drugs and related materials rendering them to a non-retrievable state in order to prevent their diversion to illicit purposes. An intense whirlwind of fire is created by the high velocity air blowers, rendering drugs and related materials in a non-retrievable state. This is the same equipment that is used by the DEA and other law enforcement agencies to dispose of expired or unused medication collected during prescription drug take back programs.

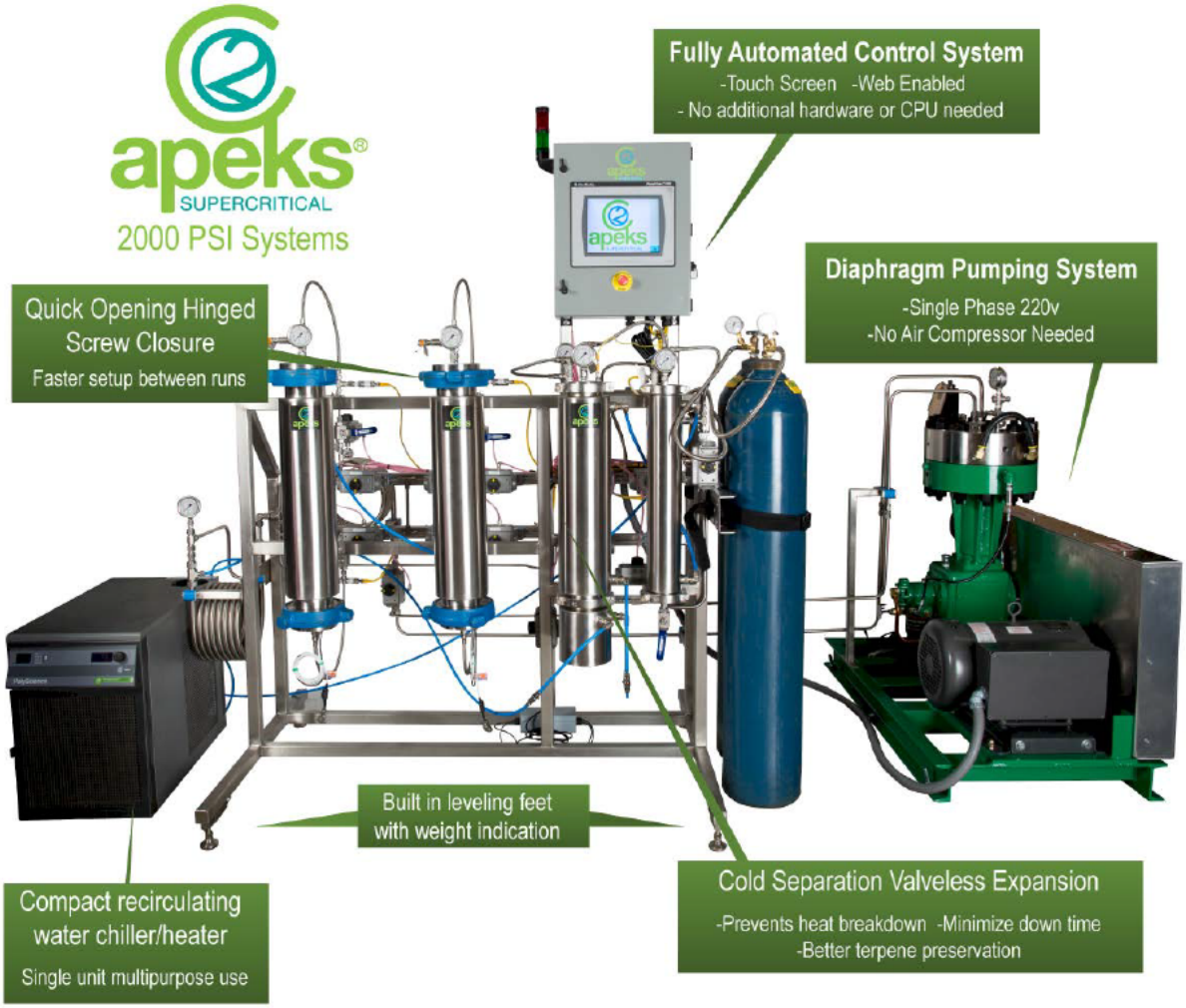
Vendor: Elastec American Marine

Equipment – CO2 Medical Marihuana Extractor

Department: Manufacturing
Facility Type: Production Facility

Description

LabCare has chosen the Apeks Supercritical 5000-40L Series for our CO2 extraction system. This high capacity sytem is used to remove the cannabinoid oils and terpenes from the medical marihuana plant material using CO2 as a solvent. This large 40L unit can hold over 20lbs. of dried marihuana material, and Apeks unique low temperature canister system allows for better terpene survivability versus other CO2 extraction units.



Vendor: Apeks Fabrication

Equipment –Automatic Humidifier

Department: Manufacturing
Facility Type: Production Facility

Description

It is unlikely we'll have a need for a humidifier in our production facility due to the presence of plants, moist growing media, water, and other sources of humidity in the growing area. However, in the winter months, or possible due to the air conditioning system, a need to increase the humidity may arise. We chose the Aprilaire Model 800 humidifier for several reasons as a source of supplementary humidity. First, it runs independently of our HVAC system and can accommodate large areas. It also is able to delivers optimum levels of humidity control with the automatic digital humidifier control built into the unit.

Vendor: Aprilaire

Equipment –Automatic Dehumidifier System

Department: Manufacturing
Facility Type: Production Facility

Description

Too much humidity can cause mold and pest problems in a medical marihuana growing facility. The Quest Dual uses a refrigeration system similar to air conditioners which removes heat and moisture from incoming air, and adds heat to the air that is discharged. Hot, high pressure refrigerant gas is routed from the compressor to the condenser coil. The refrigerant is cooled and condensed by giving up its heat to the air that is about to be discharged from the unit. The refrigerant liquid then passes through a filter/drier and capillary tubing which cause the refrigerant pressure and temperature to drop. It next enters the evaporator coil where it absorbs heat from the incoming air and evaporates.

Vendor: Therma-Stor, LLC

Equipment –CO2 Generator

Department: Manufacturing
Facility Type: Production Facility

Description

CO2 is used by growers of medical marihuana to increase yield from the plants. The Atlas 1 CO2 Monitor/Controller has an adjustable CO2 set point, elevation correction adjustment and a user calibration feature. These adjustments are made with the "Increase" and "Decrease" buttons located on the front of the monitor/controller. The Atlas 1 is also equipped with a photocell that detects day/night conditions and will automatically disable the load output of the CO2 monitor/controller during our production areas dark cycle.

Vendor: Titan Controls

Equipment – Digital Scale

Department: Manufacturing
Facility Type: Production Facility

Description

We have selected the A&D Weighing HL-WP Series digital scales which are the latest addition to the popular TITAN waterproof digital scales. In addition to the high resolution (1/3000) feature, the HL-WP comes standard with stainless steel body making it both dust and water proof. The HL-WP is even “Dishwasher Safe". This scale integrates with Biotrac for use in our production facility to ensure diversion compliance.

Vendor: A&D Engineering

Equipment – Laminar Flow Hood

Department: Processing -Laboratory
Facility Type: Production Facility

Description

The LabCare Steamline SCV-6A2 is a vertical laminar flow hood which removes toxic fumes from the air space of laboratory workers. The laminar flow hood features Class 100 (US Fed Std 209E) / ISO Class 5 product protection with 99.999% (at 0.3 microns) HEPA-filtered vertical laminar air. All components of the cabinet are cleanroom compatible and do not particulate. Air Cleanliness within Working Area is: ISO 14644.1 Class 4, US Federal Standard 209E Class 10 / 2.5, AS 1386 Class 2.5, JIS B9920 Class 4, BS5295 Class D, Class M100, 000 as per KS 27030.1 and other equivalent cleanliness classifications of the VDI 2083 and AFNOR X44101.

Vendor: Steamline Laboratory Products

Equipment – High Pressure Liquid Chromatography (HPLC)

Department: Processing -Laboratory
Facility Type: Production Facility

Description

The Prominence-i LC-2030 is a completely integrated HPLC system designed for Innovative, Intuitive, and Intelligent operation. A touchscreen control panel or LabSolutions software guides users of all experience levels to program methods and sample injection sequences. Ethernet configuration allows connectivity with a smart device (phone or tablet) for system control and monitoring. Routine operations such as startup, analysis, report output, and shutdown can be completely automated. An ambient autosampler and UV detector are standard, with available ports for an additional Shimadzu and 3rd party detector.

Vendor: Shimadzu Corporation

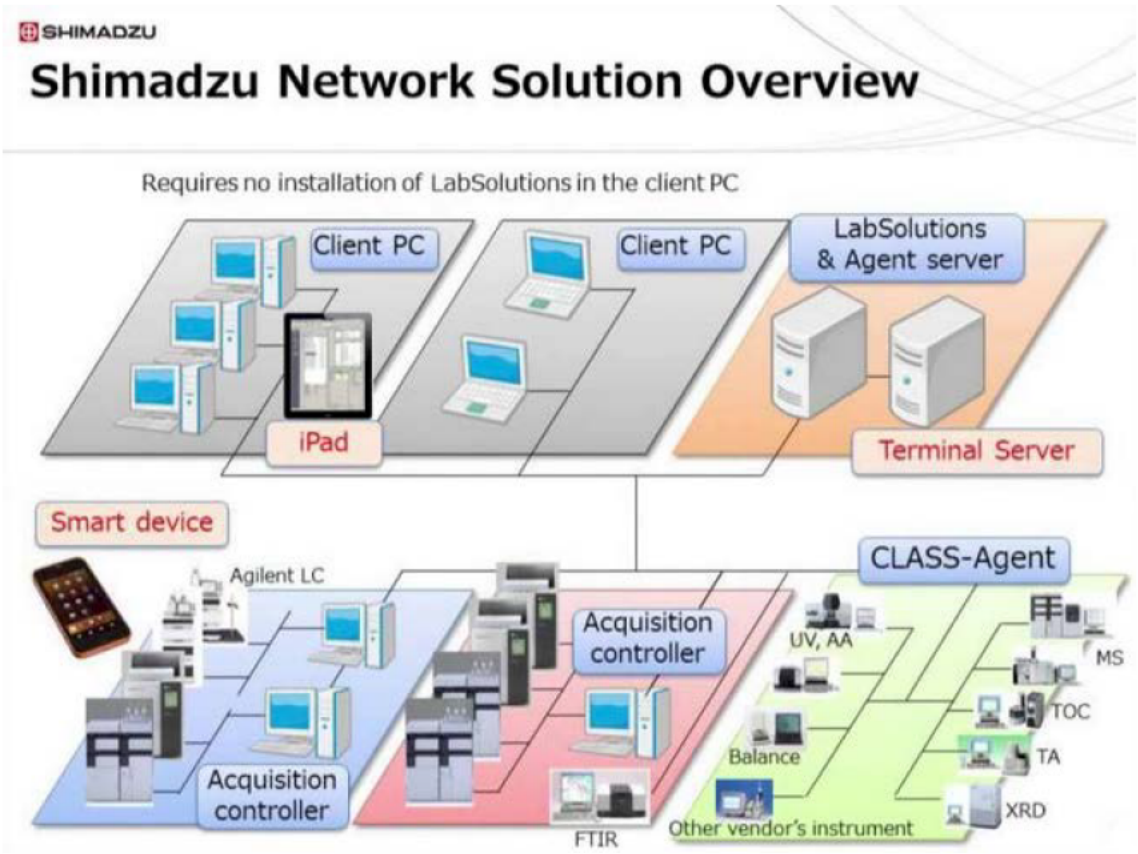
SHIMADZU
Excellence in Science

Equipment – LabSolutions 21CFR11 Compliant DataBase Software

Department: Processing -Laboratory
Facility Type: Production Facility

Description

The LabSolutions DataBase software enables control and use of GC and HPLC instruments, including a GPC system, for analysis with the same interface, which simplifies the management of analytical instruments in our laboratory. With its easy-to-understand analysis windows, the LabSolutions DataBase software provides the optimal environment for molecular weight distribution calculations, as well as qualitative and quantitative analysis via multiple detectors. The LabSolutions DataBase software features Automation of analysis process workflow, overlap injection function to shorten analysis time, and a diverse range of report formats to be used by the NYS DOH.



Vendor: Shimadzu Corporation

SHIMADZU
Excellence in Science

Equipment – Single Quadrupole Gas Chromatograph-Mass Spectrometer

Department: Processing -Laboratory
Facility Type: Production Facility

Description

The GCMS-QP2010 Ultra is Shimadzu's most advanced gas chromatograph mass spectrometer. It has a newly designed and patented technology called ASSP™ (Advanced Scan Speed Protocol) that allows this GC-MS to scan at 20,000 u/sec without sensitivity loss or spectral distortion. Our GCMS-QP2010 Ultra has the AOC-20s Auto sampler which comes with a 150-position sample tray, and the most recent version of the NIST Mass Spectral library.

Vendor: Shimadzu Corporation

SHIMADZU
Excellence in Science

Equipment – Gas Chromatography Headspace Sampler

Department: Processing -Laboratory
Facility Type: Production Facility

Description

LabCare's Shimadzu's HS-20 Gas Chromatography Headspace Sampler achieves accurate analysis of a wide range of volatile compounds and enables simultaneous analysis of low to high boiling point compounds. The unique configuration of flow lines and the oven enable the analysis of high boiling point compounds while minimizing carryover. The headspace sampler heats liquid or solid samples sealed in a container to a certain temperature, and introduce the volatile compounds that diffuse into the gaseous phase into our gas chromatograph mass spectrometer (GCMS). It includes a 90-position sample tray which can accommodate standard 10-mL and 20-mL HS vials without special adapters.

Vendor: Shimadzu Corporation

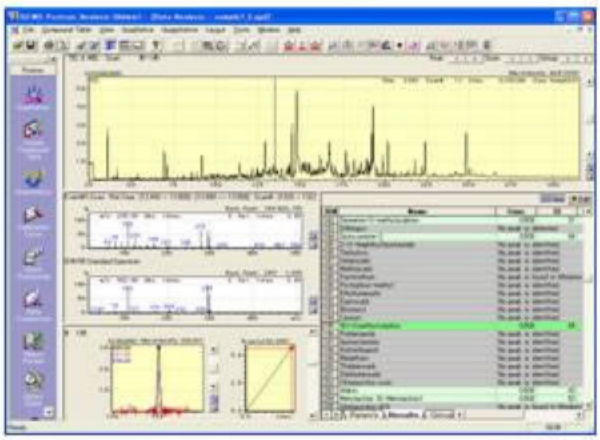
SHIMADZU
Excellence in Science

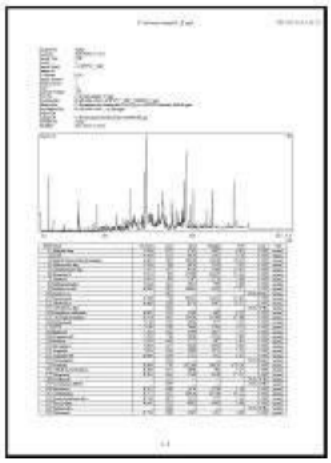
Equipment – Pesticide Library

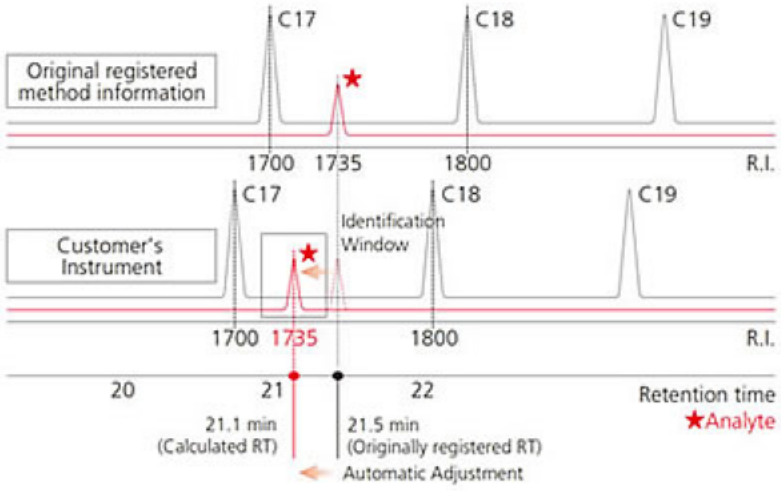
Department: Processing -Laboratory
Facility Type: Production Facility

Description

This database is a private library generated using GCMS-QP2010 series instruments. It contains 578 EI and 383 NCI spectra. The spectra also contain linear retention index data which can be helpful in positive compound identification. The database contains method files for easy system set-up. 542 pesticides supported by GC/MS Pesticide Library are registered.







Vendor: Shimadzu Corporation

SHIMADZU
Excellence in Science

Equipment – UniBloc Moisture Analyzer

Department: Processing-Laboratory
Facility Type: Production Facility

Description

We will be using the Shimadzu Unibloc Moisture Analyzer MOC63u for determining moisture content of our marijuana plant product. The MOC63u measures the moisture content using the thermogravimetric method where the moisture is determined from the weight loss of a sample dried by heating.

Vendor: Shimadzu Corporation

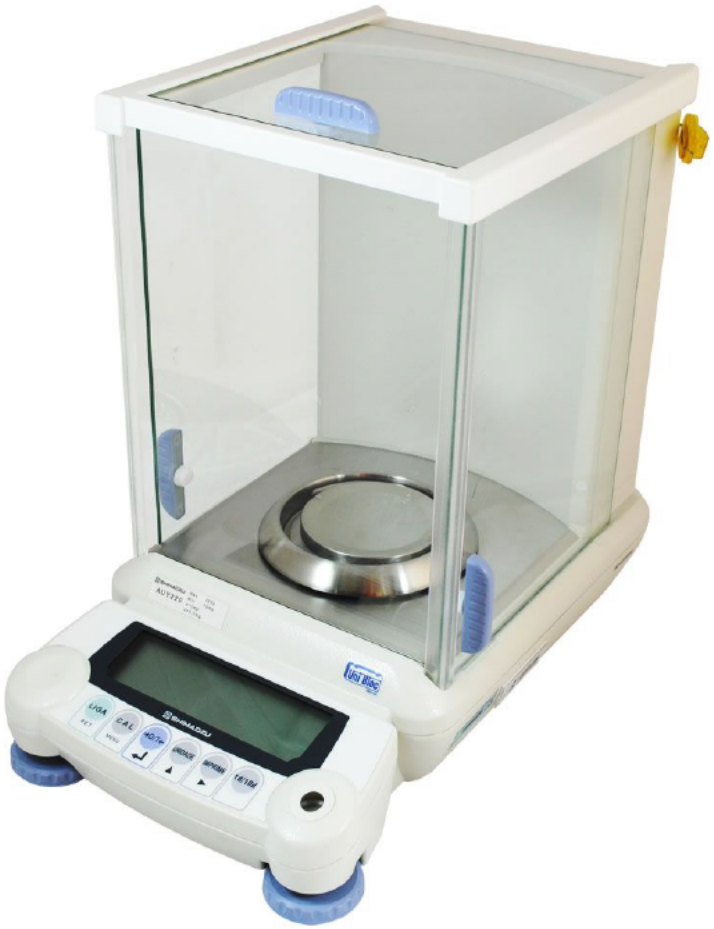
SHIMADZU
Excellence in Science

Equipment – Analytic Balance

Department: Processing - Laboratory
Facility Type: Production Facility

Description

We will be using the Shimadzu Aux 120 Analytic Balance for accurately weighing lab samples. Analyzer MOC63u for determining moisture content of our marijuana plant product. The MOC63u measures the moisture content using the thermogravimetric method where the moisture is determined from the weight loss of a sample dried by heating.



Vendor: Shimadzu Corporation

SHIMADZU
Excellence in Science

Equipment –Magnetic Stirrer

Department: Processing - Laboratory
Facility Type: Production Facility

Description

The magnetic stirrer is a laboratory device, that will be used by us, which employs a rotating magnetic field to cause a stir bar (also called "flea") immersed in a liquid to spin very quickly, thus stirring it. Because of its small size, a stirring bar is more easily cleaned and sterilized than other stirring devices. They do not require lubricants which could contaminate the medical marihuana in the reaction vessel.

Vendor: IKA

Equipment –Vibratory Shaker

Department: Processing - Laboratory
Facility Type: Production Facility

Description

The vibratory lab shaker is used to make medical marihuana oil samples more homogeneous prior to testing. The shaker is suitable for short-time operation (touch function), activated by pressing shaker top attachment. The shaker has a wide range of speeds and has 3 interchangeable attachments and 7 inserts (e.g. Eppendorf tubes, microtiter plates, Erlenmeyer flasks 250 ml etc.)

Vendor: IKA

Equipment – Tabletop Centrifuge

Department: Processing - Laboratory
Facility Type: Production Facility

Description

The centrifuge is a piece of equipment that puts an object in rotation around a fixed axis (spins it in a circle), applying a potentially strong force perpendicular to the axis of spin (outward). In a laboratory centrifuge that uses sample tubes like the one we will be using, the radial acceleration causes denser particles to settle to the bottom of the tube, while low-density substances rise to the top.

Vendor: IKA

Equipment – Hot Plate Stirrer

Department: Processing - Laboratory
Facility Type: Production Facility

Description

The hot plate stirrer is used in our lab to mix solutions at the same time heating them. Advanced microprocessor controls allow quick, precise adjustment of speed and temperature. The large, backlit LCD display provides constant visualization of the speed and temperature while a safety LED indicates when the top plate is above 50°C. A probe is used for applications that require precise temperature control. When connected, the probe provides direct feedback to the microprocessor, which continuously adjusts and maintains the selected temperature in the sample within ±0.5°C.

Vendor: Benchmark Scientific

Equipment – Distillation Apparatus

Department: Processing - Laboratory
Facility Type: Production Facility

Description

As part of our winterization process for removing wax from medical marihuana vape oil we use a distillation apparatus. The deluxe distillation apparatus kit we will purchase has all the glassware and stands we need to get started with distillation in the lab. The borosilicate glassware in this set includes a 300 mm sealed Graham condenser, 50 mm diameter Kjeldahl distillation ball, 500 ml flat-bottomed boiling flask and 500 ml Erlenmeyer flask. Other equipment in the kit includes a 4" x 6" support stand, adjustable clamp, tripod burner stand, wire gauze with ceramic center, and rubber stoppers.

Vendor: Home Science Tools

Equipment – Vacuum Pump

Department: Processing - Laboratory
Facility Type: Production Facility

Description

A vacuum pump is a device that removes gas molecules from a sealed volume in order to leave behind a partial vacuum. As part of our winterization process for removing wax and fats from medical marihuana vaporizer oil we use a laboratory vacuum pump. This ensures the highest quality of product is available for our patients.

Vendor: Vacuubrand

Equipment – Advanced Chemistry Labware

Department: Processing - Laboratory
Facility Type: Production Facility

Description

This Advanced Chemistry Labware Kit contains all the glassware and equipment we need for more advanced chemistry experiments. It includes 80 pieces of lab equipment, including 4 beakers, 6 flasks, 12 test tubes, 2 graduated cylinders, 6 bottles, 8 rubber stoppers, a burner and stand, safety equipment, and more. This is a typical example of some of the glassware that will be used in our facility.

Vendor: Home Science Tools

Equipment – Medical Marihuana Grinder

Department: Processing - Raw Materials
Facility Type: Production Facility

Description

The W-8-L laboratory scale medical marihuana hammer mill is used to grind and mechanically separate marihuana plant material. Grinding is accomplished by internal plates pressing plant material against the side housing. A variable frequency drive is used for controlling motor speed which also determines particle size.

Vendor: Schutte Buffalo Hammer Mills

Equipment – Medical Marihuana Rolling Drying Carts and Trays

Department: Processing - Raw Materials
Facility Type: Production Facility

Description

The 109188P261X is a full size 18 gauge aluminum perforated medical marihuana drying tray. The drying tray is stored in the 109RACKECON, rolling 20 tray capacity, end loading portable drying cart. The drying trays and cart are loaded into the LabCare drying system.

Vendor: Webstaurant Store

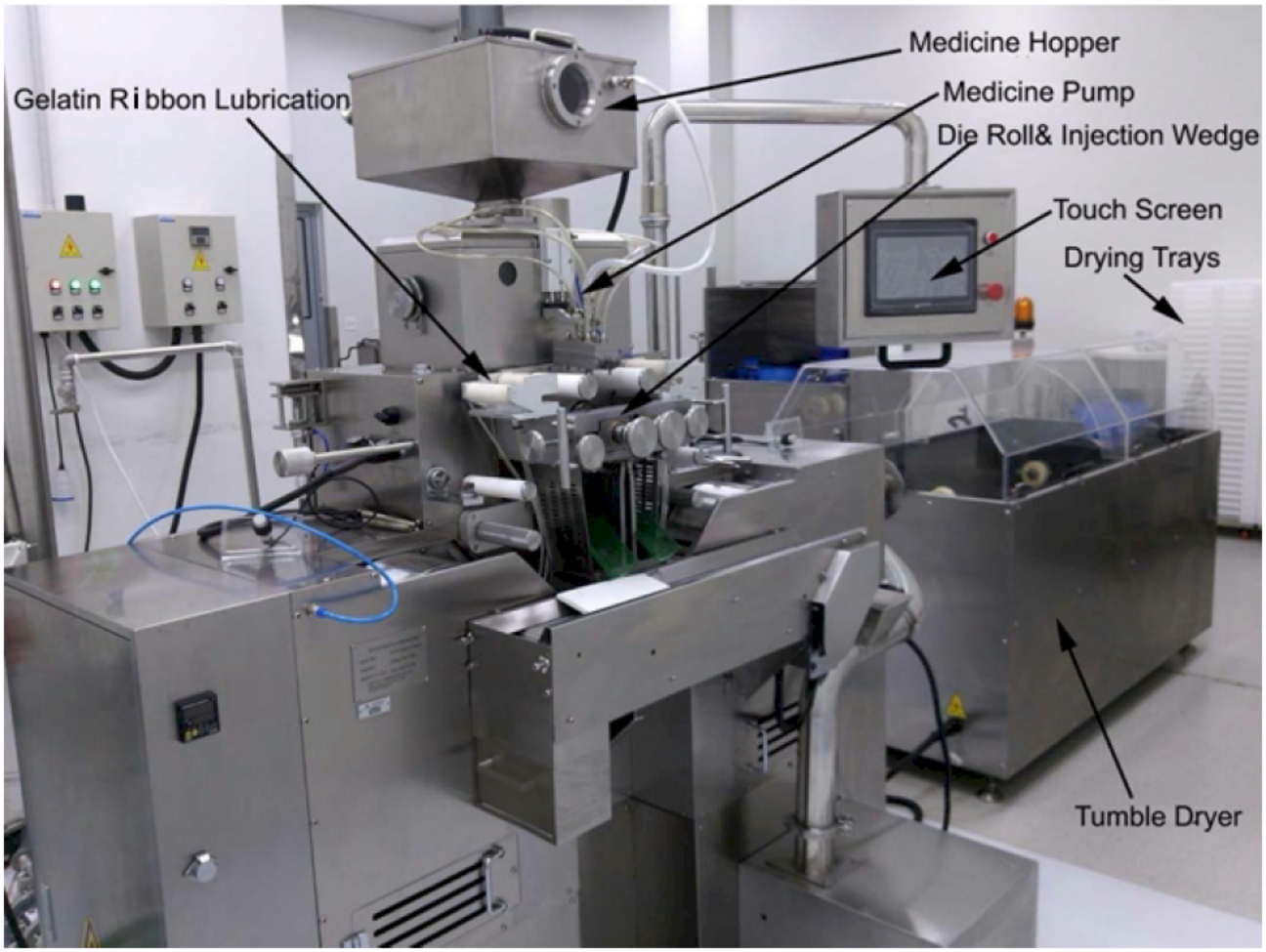
WebstaurantStore

Equipment – SoftGel Encapsulation Machine

Department: Processing - Pharmaceuticals
Facility Type: Production Facility

Description

The S403 SoftGel Encapsulation Machine injects marijuana extracted oil into a gelatin encapsulated pill. Since it uses a rotary die for forming the capsules, it can produce a wide variety of shapes and sizes. It also has the ability to melt any residual gelatin and recycle it for later use. As a system the RJWJ200C SoftGel Encapsulation Machine takes raw marijuana oil and makes a finished dried product ready to be packaged.



Vendor: Beijing Kunyou Pharmatech Co.

Equipment – Tumble Dryer

Department: Processing - Pharmaceuticals
Facility Type: Production Facility

Description

The TD-2 SoftGel Encapsulation Machine Tumble Dryer is used to take the output from the gelatin encapsulated pill production section of the machine and dry the pills prior to packaging. Tumble dryer is made of stainless steel, with 4 sections in each line. Each tumble dryer is provided with an independent transmission system which can run clockwise (drying) or anticlockwise (delivering materials).

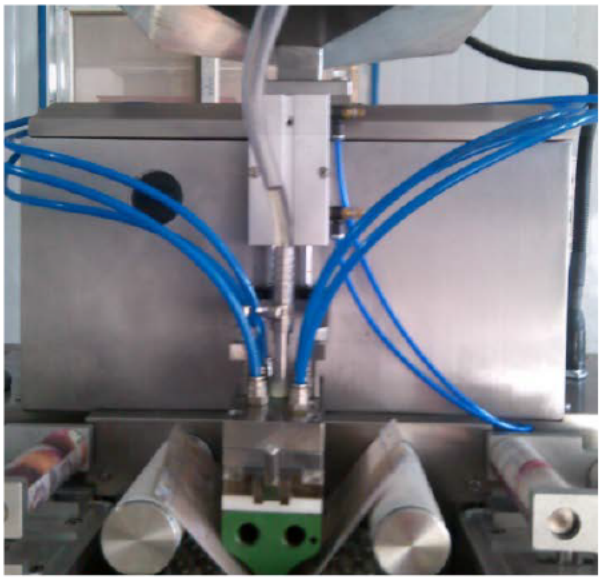
Vendor: Beijing Kunyou Pharmatech Co.

Equipment – Medicine Pump

Department: Processing - Pharmaceuticals
Facility Type: Production Facility

Description

The medicine pumping head is used to deliver marijuana oils to the encapsulation section of the machine. There a six plunders that very accurately dispense the marijuana oil with a 2ml maximum volume per stroke. The dosage can be adjusted by a hand wheel. All materials comply with GMP.



Vendor: Beijing Kunyou Pharmatech Co.

Equipment – Die Rolls

Department: Processing - Pharmaceuticals
Facility Type: Production Facility

Description

The die roll includes two opposing die rolls that are used to form the encapsulated pills. The die rolls are made from high hardness aviation aluminum alloy. The injection wedge is made from copper coated with a Polytetrafluoroethylene (*PTFE*)

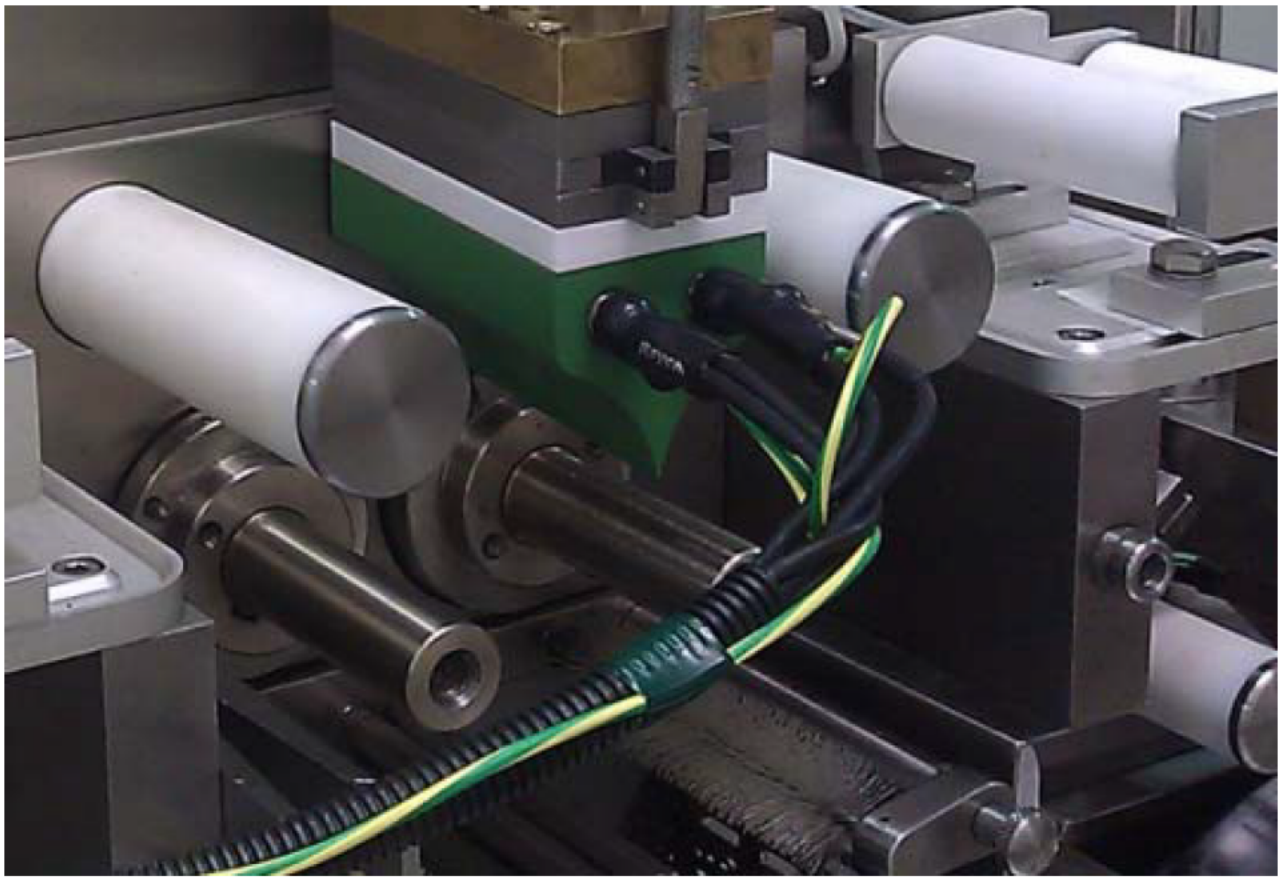
Vendor: Beijing Kunyou Pharmatech Co.

Equipment – Gelatin Ribbon Lubrication

Department: Processing - Pharmaceuticals
Facility Type: Production Facility

Description

The micro lubrication system is specially designed for soft capsule production; micro-volume paraffin oil is filtered and evenly daubed on gelatin ribbon. We do not need to use solvent to clean finished soft capsules which protects patients.



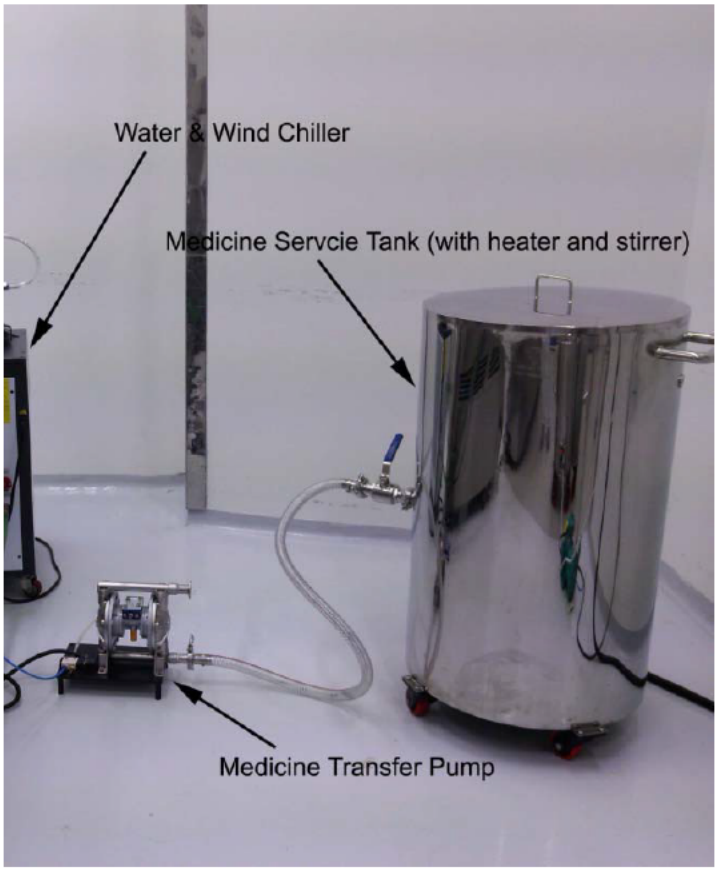
Vendor: Beijing Kunyou Pharmatech Co.

Equipment – Marihuana Oil Hopper

Department: Processing - Pharmaceuticals
Facility Type: Production Facility

Description

The marihuana oil hopper has two layer construction and is equipped with a temperature sensor. A stirrer is mounted on the lid in order to agitate the medicine as the process requires. The medicine supply pump will load marijuana oil from the medicine service tank to hopper automatically by means of a level sensor.



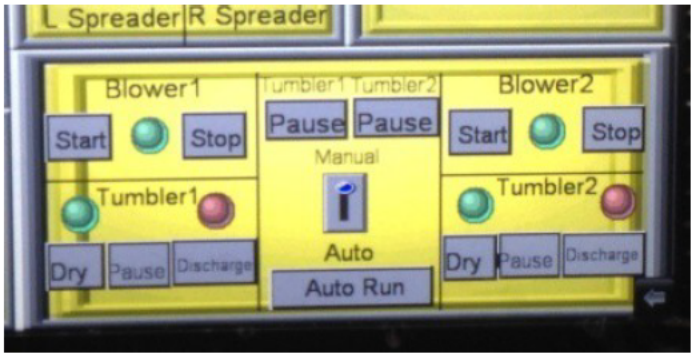
Vendor: Beijing Kunyou Pharmatech Co.

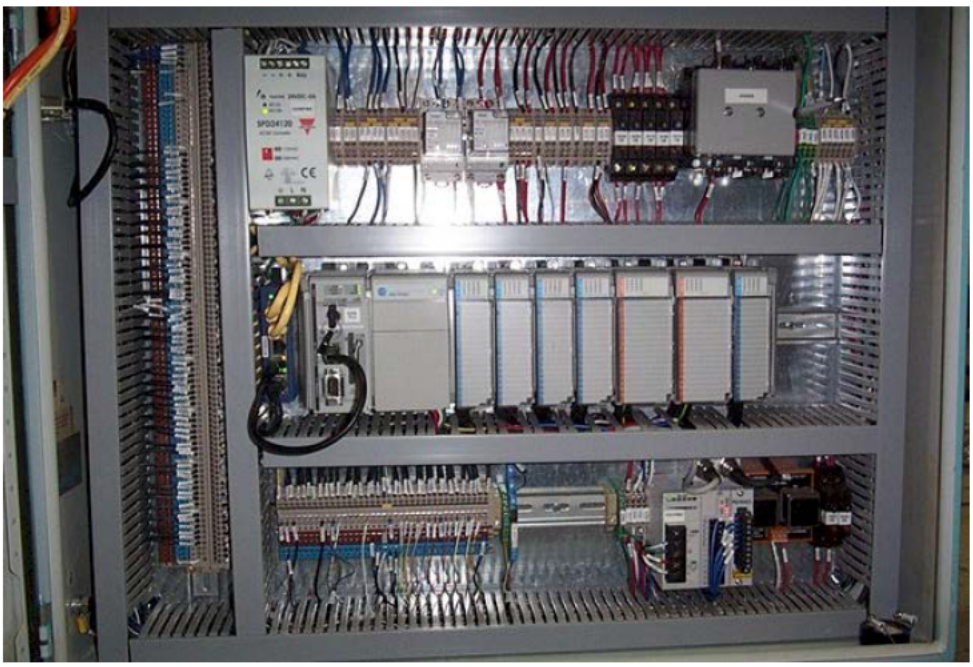
Equipment – Gelatin Ribbon Lubrication

Department: Processing - Pharmaceuticals
Facility Type: Production Facility

Description

The heart of the encapsulation machine is the programmable logic controller (PLC). The PLC runs all the automation software that is used to control the operation of the machine.





Vendor: Beijing Kunyou Pharmatech Co.

Equipment – Water Chiller

Department: Processing - Pharmaceuticals
Facility Type: Production Facility

Description

The industrial grade chiller provides cold water and air to cool the gelatin cooling drum. Also, a fan under each cooling drum will blow cold air on the gelatin cooling drums.

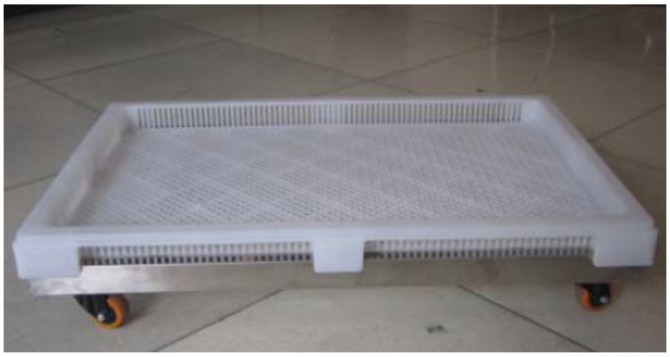
Vendor: Beijing Kunyou Pharmatech Co.

Equipment – Tray and Trolleys

Department: Processing - Pharmaceuticals
Facility Type: Production Facility

Description

The drying trays are made from FDA approved food grade polypropylene. The trolleys are made from stainless steel with casters underneath. After the encapsulated pill are tumbled dry they are placed in drying trays.



Vendor: Beijing Kunyou Pharmatech Co.

Equipment – Softgep Printing head

Department: Processing - Pharmaceuticals
Facility Type: Production Facility

Description

The CP400 softgel printing head is an automated printer that deposits FDA food grade colors onto the encapsulated gelatin capsule. LabCare uses the printing head to print important dosage and strain information on each gelatin capsule.

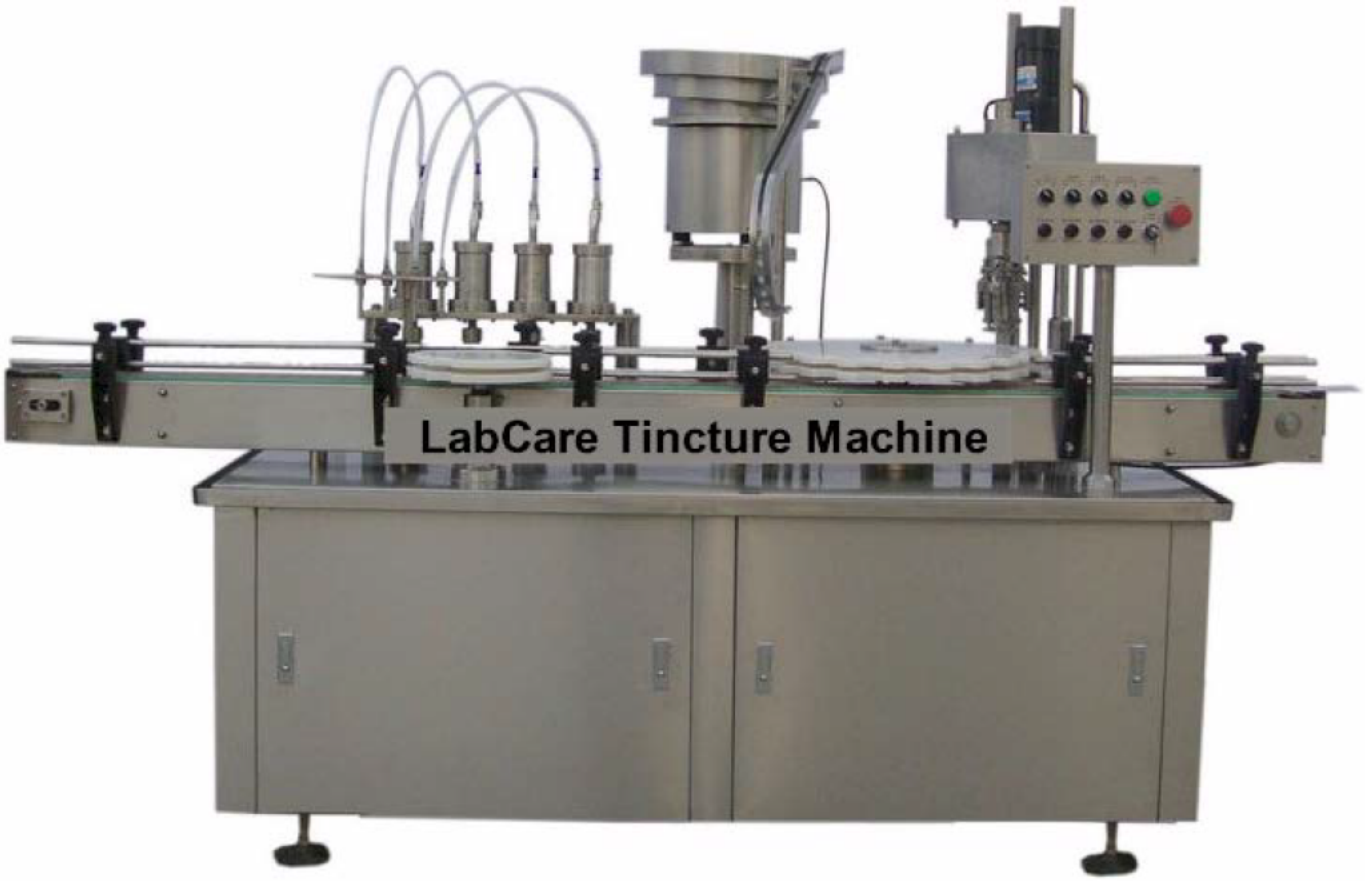
Vendor: Beijing Kunyou Pharmatech Co.

Equipment – Automatic Medical Marihuana Tincture Bottling Machine

Department: Processing - Pharmaceuticals
Facility Type: Production Facility

Description

The NP-VF automatic medical marihuana tincture bottling machine dispenses medical marihuana tinctures into bottles. The machine uses a peristaltic pump to accurately measure dosages. The operator uses a touch screen to program the machine.



Vendor: NPack Automation Equipment

Equipment –Medical Marihuana Tincture Bottles

Department: Processing - Pharmaceuticals
Facility Type: Production Facility

Description

The medical marihuana tincture bottles come with an integrated dosage dropper that is sealed on the bottle. The seal also receives a shrink wrapped tamper resistance label for additional safety.

Vendor: NPack Automation Equipment

Equipment – Input Supply Vibratory Feeder

Department: Processing - Pharmaceuticals
Facility Type: Production Facility

Description

The input supply vibratory feeder acts as a hopper and bottle indexer. The medical marihuana tincture bottles are feed to the machine section where the bottle are filled with medical marihuana.

Vendor: NPack Automation Equipment

Equipment – Tincture Bottle Filling Station

Department: Processing - Pharmaceuticals
Facility Type: Production Facility

Description

The tincture bottle filling station indexes each bottle and lines it up so it can be filled by the dispensing nozzle. Later it is rotated to the section that attaches the dropper top.

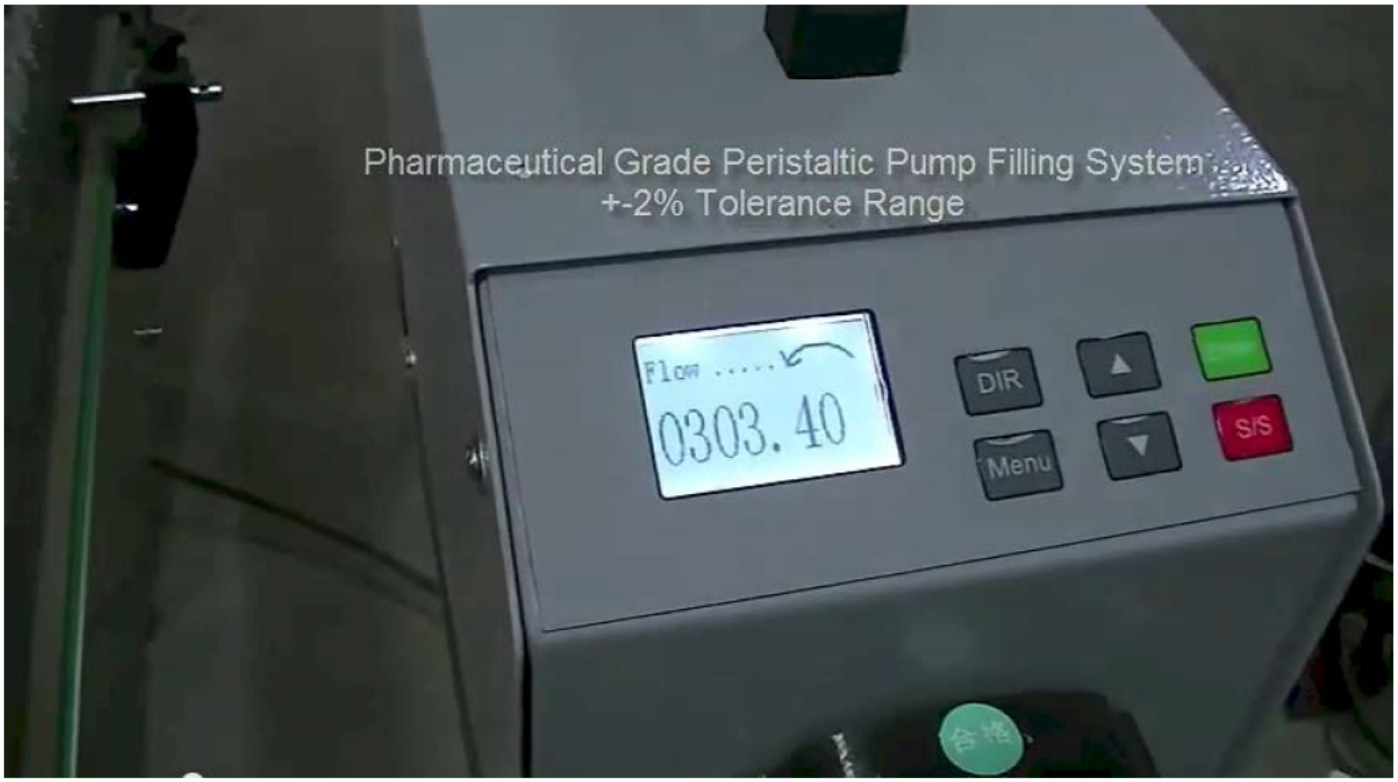
Vendor: NPack Automation Equipment

Equipment – Peristaltic Pump Filling Station

Department: Processing - Pharmaceuticals
Facility Type: Production Facility

Description

The pharmaceutical grade peristaltic pump filling station accurately fills each tincture bottle with a fluid tolerance range of +/- 2%. The operator can adjust the fill amount by using the up and down arrows found on the control panel.



Vendor: NPack Automation Equipment

Equipment – Automatic Child Proof Top Station

Department: Processing - Pharmaceuticals
Facility Type: Production Facility

Description

The automatic child proof top attaching station indexes the medical marihuana tincture bottle and seals the product. The product is then sent by a conveyor to the accumulator section where it will later be fed into the shrink wrap machine to make it tamper proof.

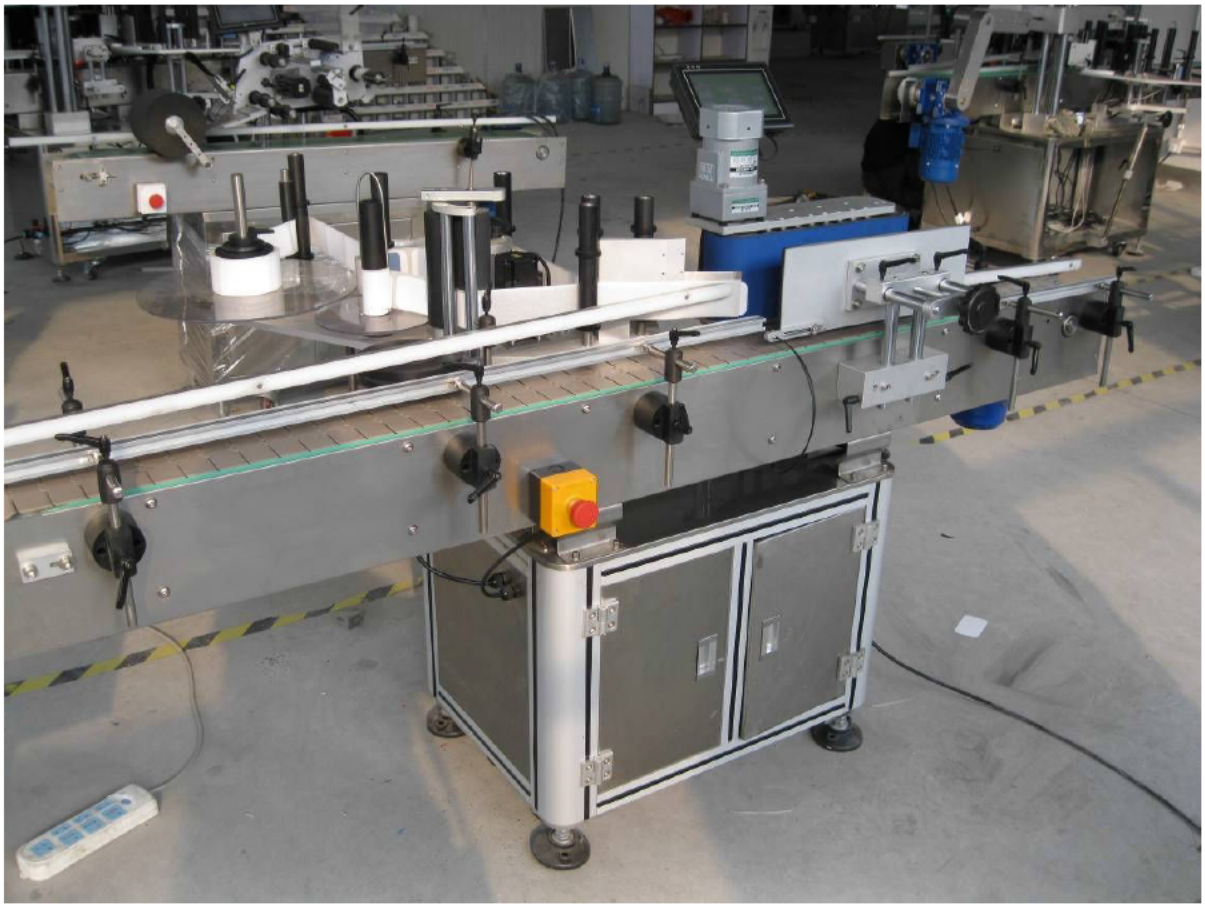
Vendor: NPack Automation Equipment

Equipment – Automatic Medical Marihuana Tincture Bottle Labeling

Department: Processing - Pharmaceuticals
Facility Type: Production Facility

Description

The NP-RL is a round bottle vertical self-adhesive labeling machine use on LabCare tincture bottles. The machine is controlled by a programmable logic controller (PLC) along with an operator touch screen. It will synchronize speed with the dispensing section and it will detect a low or missing label.



Vendor: NPack Automation Equipment

Equipment – Collection Tincture Bottle Table

Department: Processing - Pharmaceuticals
Facility Type: Production Facility

Description

After the tincture bottle is shrink wrapped, the bottles are sent to the tincture bottle table. The tincture bottle table acts as accumulator for the finished product.

Vendor: NPack Automation Equipment

Equipment – Automatic Medical Marihuana Vaporizer Oil Machine

Department: Processing - Pharmaceuticals
Facility Type: Production Facility

Description

The NP-MFC automatic medical marihuana vape oil machine dispenses medical marihuana vape oil into bottles. The machine uses a peristaltic pump to accurately measure dosages. The operator uses a touch screen to program the machine.

Vendor: NPack Automation Equipment

Equipment –Medical Marihuana Vape Oil Bottles

Department: Processing - Pharmaceuticals
Facility Type: Production Facility

Description

The NP-MFC automatic medical Marihuana vape oil machine dispenses medical Marihuana vape oil into bottles. The machine uses a peristaltic pump to accurately measure dosages. The operator uses a touch screen to program the machine.

Vendor: NPack Automation Equipment

Equipment – Input Supply Vibratory Feeder

Department: Processing - Pharmaceuticals
Facility Type: Production Facility

Description

The input supply vibratory feeder acts as a hopper and bottle cap indexer. The medical marihuana vape oil bottle caps are feed to the machine section where the bottle caps are screwed on the bottles.

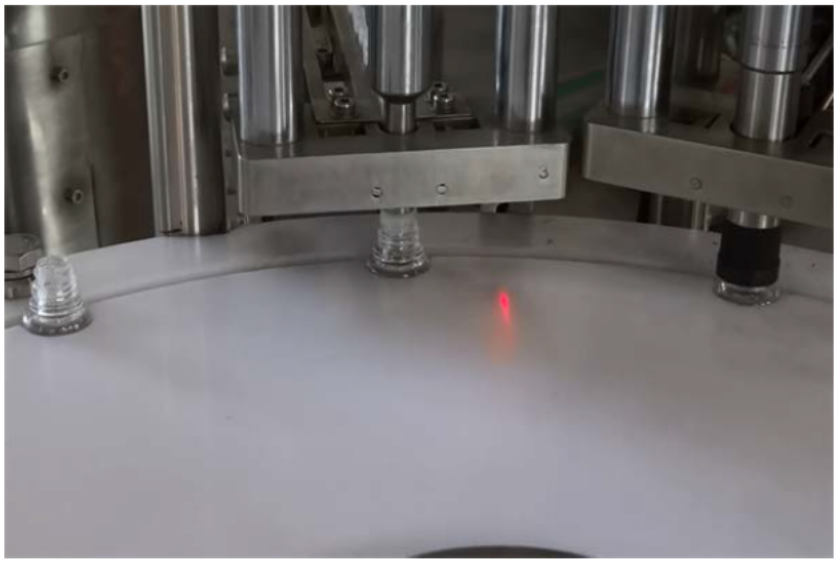
Vendor: NPack Automation Equipment

Equipment – Head Filling/Dropper Top Station

Department: Processing - Pharmaceuticals
Facility Type: Production Facility

Description

The head filling station indexes each bottle and lines it up so it can be filled by the dispensing nozzle. Later it is rotated to the section that attaches the dropper top.



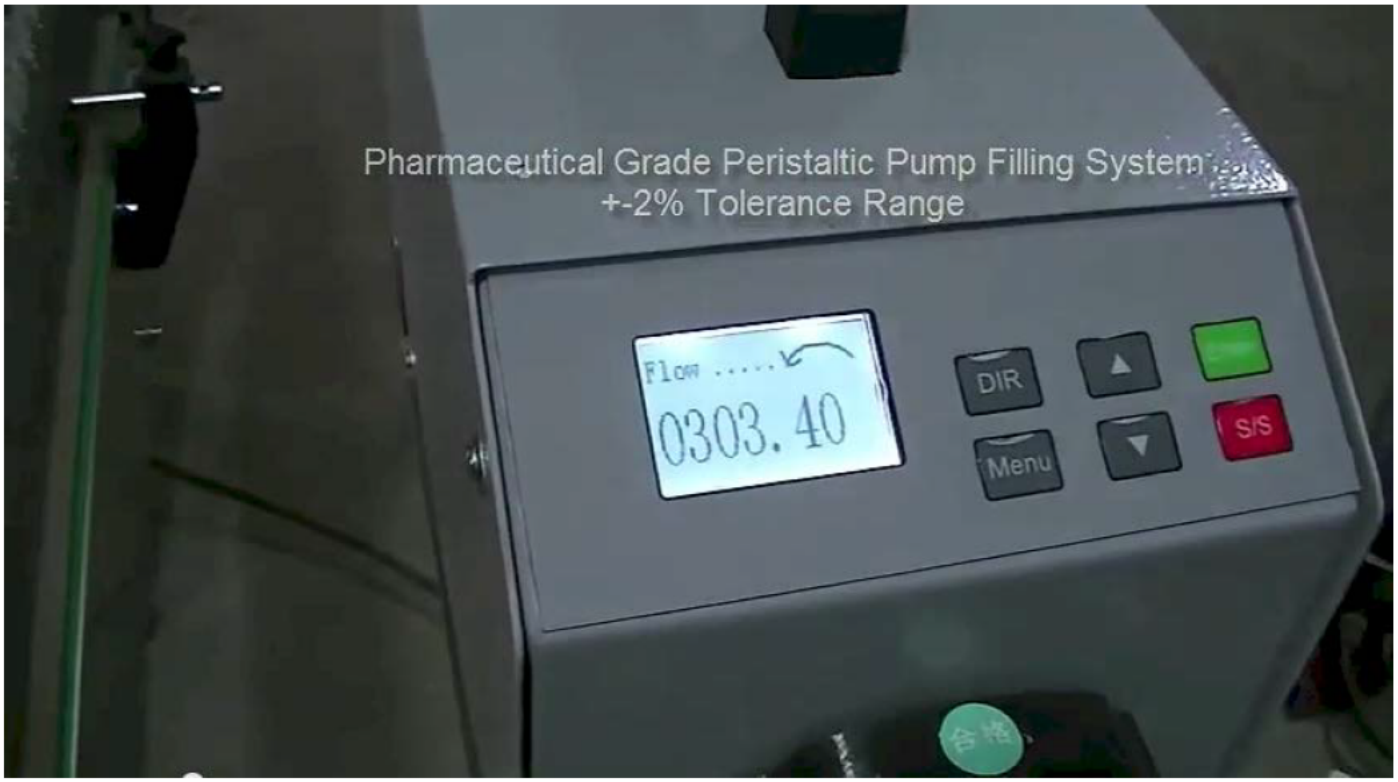
Vendor: NPack Automation Equipment

Equipment – Peristaltic Pump Filling Station

Department: Processing - Pharmaceuticals
Facility Type: Production Facility

Description

The pharmaceutical grade peristaltic pump filling station accurately fills each vape oil bottle with a fluid tolerance range of +/- 2%. The operator can adjust the fill amount by using the up and down arrows found on the control panel.



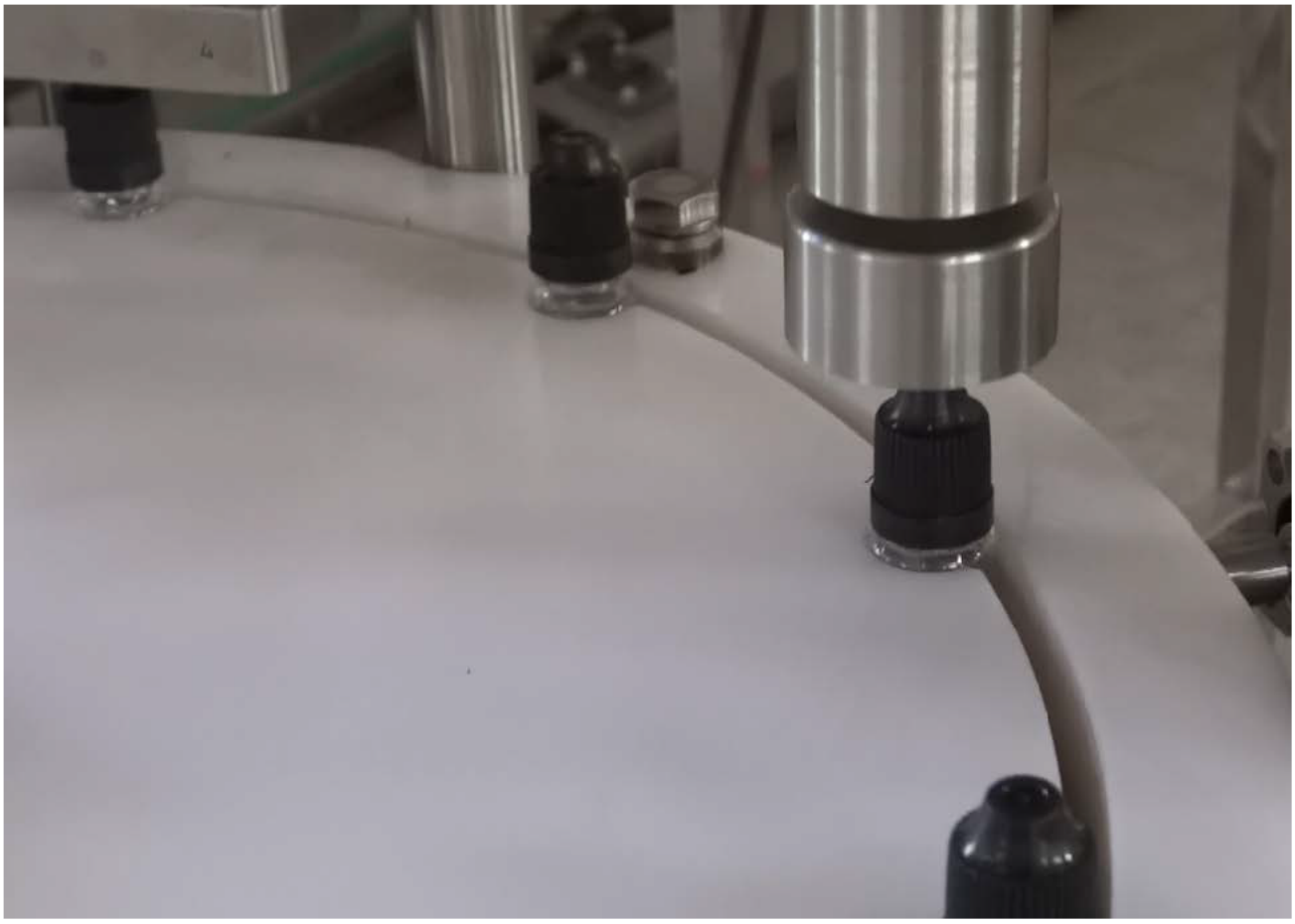
Vendor: NPack Automation Equipment

Equipment – Automatic Child Proof Top Station

Department: Processing - Pharmaceuticals
Facility Type: Production Facility

Description

The automatic child proof top attaching station indexes the medical marihuana vape oil and seals the product. The product is then sent by a conveyor to the accumulator section where it will later be fed into the shrink wrap machine to make it tamper proof.



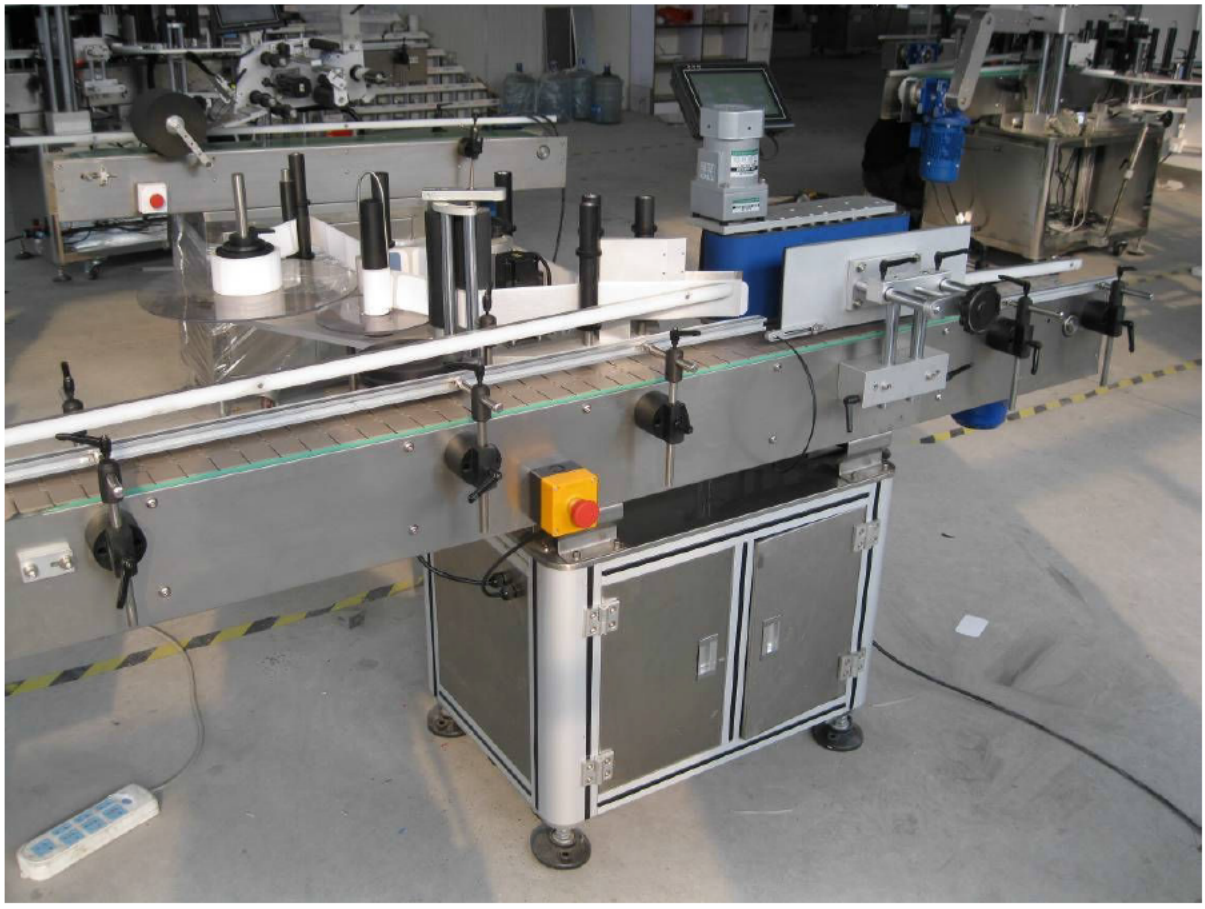
Vendor: NPack Automation Equipment

Equipment – Automatic Medical Marihuana Vape Oil Labeling

Department: Processing - Pharmaceuticals
Facility Type: Production Facility

Description

The NP-RL is a round bottle vertical self-adhesive labeling machine use on LabCare vape oil bottles. The machine is controlled by a programmable logic controller (PLC) along with an operator touch screen. It will synchronize speed with the dispensing section and it will detect a low or missing label.



Vendor: NPack Automation Equipment

Equipment – Collection Vaporizer Oil Bottle Table

Department: Processing - Pharmaceuticals
Facility Type: Production Facility

Description

After the vaporizer oil bottle is shrink wrapped, the bottles are sent to the vaporizer oil table. The vaporizer oil table acts as accumulator for the finished product.

Vendor: NPack Automation Equipment

Equipment –Bottling Un-scrambler Machine

Department: Processing - Pharmaceuticals
Facility Type: Production Facility

Description

The LP-200 machine uses a special mechanism (compressed air is not needed) to arrange disorderly bottles and keep their mouths upwards when they are delivered downstream. If the next working procedure lacks a bottle, the unscramble machine will continue working to ensure working continuity. If bottles are jammed in the next working procedure, the machine will stop automatically. The machine has the function of photoelectric inspection to ensure reliable and smooth running. The product conforms to requirements of GMP.

Vendor: LT Pharmaceutical

Equipment – Automatic Electronic Bottles Counting Machine

Department: Processing - Pharmaceuticals
Facility Type: Production Facility

Description

The LTEC-16 Automatic Electronic counting machine is special for counting tablets, soft gelatin, and hard capsule. This machine uses 16 sets of counting sensors for counting with 16 guide ways and two distribution heads. The advantage of the machine is you do not have to change molds when you change the counting object, you only need to adjust the counting table height. The machine comes with an operator touch screen and PLC Controls for convenient running.

Vendor: LT Pharmaceutical

Equipment – Automatic Linear High Speed Capping Machine

Department: Processing - Pharmaceuticals
Facility Type: Production Facility

Description

The LTCG-160 capping machine uses three groups of friction rollers to screw on caps. Screwed caps are not easily damaged by the screwing unit. And if caps are not screwed tightly or tilted, they will be found and rejected automatically. It also provides PLC controls, variable frequency controls and photoelectric controls.

Vendor: LT Pharmaceutical

Equipment – Automatic Cap Elevator

Department: Processing - Pharmaceuticals
Facility Type: Production Facility

Description

The SG-1 machine is specially used in lifting bottle caps to the lid-revolver portion of the bottle capping machine. The hopper can be fully loaded then the operator can attend to other things.

Vendor: LT Pharmaceutical

Equipment – Automatic Induction Aluminum Foil Sealing Machine

Department: Processing - Pharmaceuticals
Facility Type: Production Facility

Description

The LTLF-1 is used to add a foil seal to the top of the medical marihuana pill bottles. It has an intermediate frequency power supply that allows for adjustment of both the frequency and current. It also automatically tracks changes of load current and makes adjustment in time. If there is no bottle in the specified position, it will stop automatically. Even if the mouth of the bottle is moist, the machine still seals perfectly.

Vendor: LT Pharmaceutical

Equipment – Automatic Round Bottle Labeling Machine

Department: Processing - Pharmaceuticals
Facility Type: Production Facility

Description

The MT-200 model vertical type round bottle labeling machine comes with an automatic labeling process, a simple operation, high speed running, and accurate labeling positioning. There is automatic sensor equipped on the machine that will sense the passing of bottles and give feedback to the PLC. When the PLC gets the signal, it knows to index the stepper motor and apply a label to the bottle while it is moving.

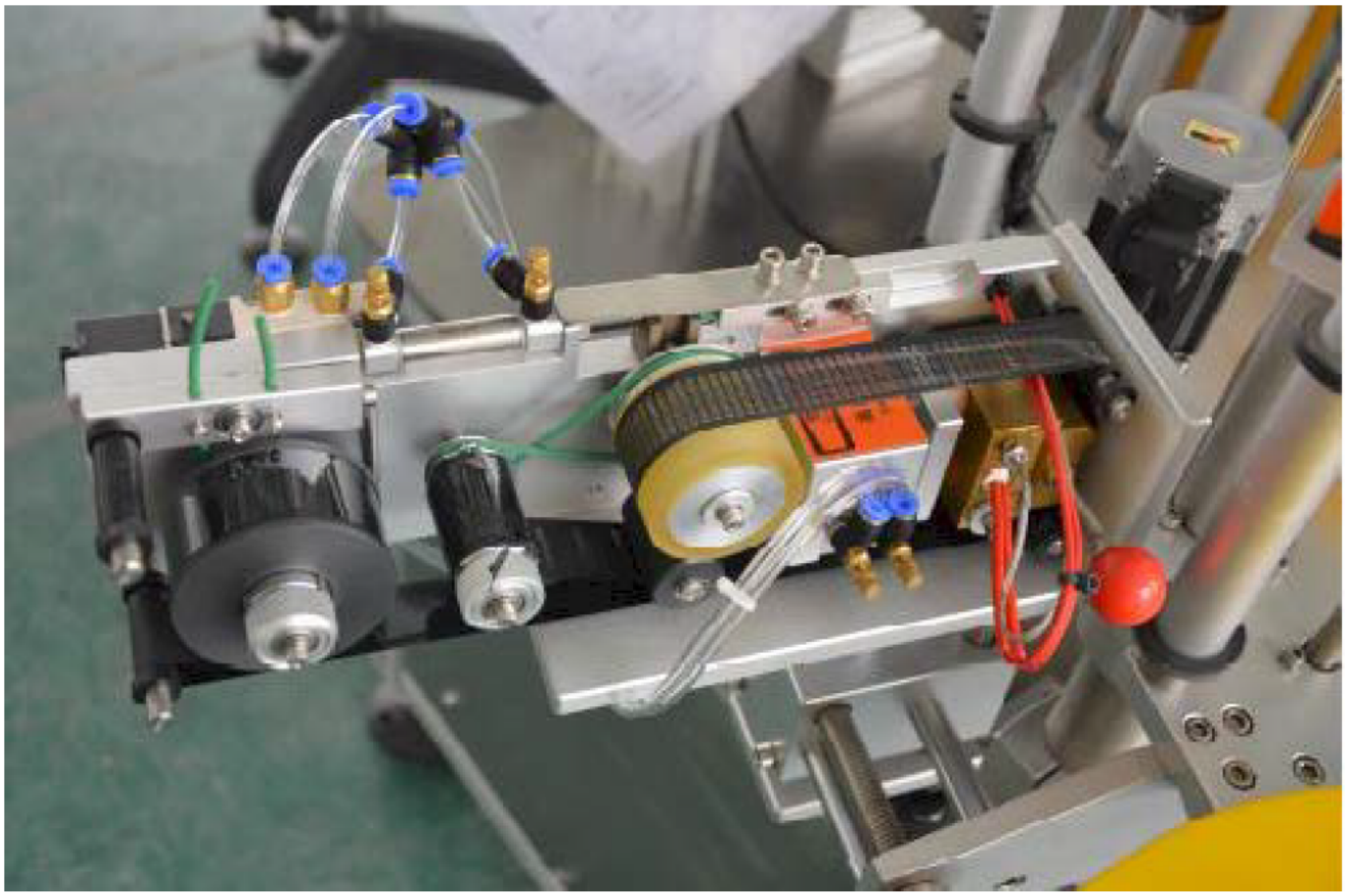
Vendor: LT Pharmaceutical

Equipment – Automatic Medical Marihuana Bottle Coding Machine

Department: Processing - Pharmaceuticals
Facility Type: Production Facility

Description

The coding machine for medical marihuana capsule bottles prints a batch number on the outside of the bottle. This is used for quality monitoring and if need be for a recall. It is also used in dispensing for large monthly recommendation to make sure all the bottles come from the same lot.



Vendor: LT Pharmaceutical

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

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Equipment –Dispensary Label Printers

Department: Distribution And Selling
Facility Type: Dispensary

Description

LabCare will be using the Zebra GK420t Healthcare printer. The GK420t Healthcare printers are designed with a medical grade power supply that meets IEC 60601-1 standards to further protect patient and staff safety by reducing the risk of electrical shock. These printers will integrate with our software so it can printer patient specific information on bottle labels.

Vendor: Zebra Technologies Corporation

Equipment –Dispensary Receipt Printers

Department: Distribution And Selling
Facility Type: Dispensary

Description

LabCare will be using the Star Micronis printer for printing patient receipts. The Star Micronics printer is compatible with our company's management software. The printer includes an internal power supply, interface cable, power cable, complete mounting kits and a paper roll. Included operating system drivers allow for 'Plug & Play' automatic installation.

Vendor: Star Micronics Inc.

Equipment –Cash Drawer

Department: Distribution And Selling
Facility Type: Dispensary

Description

LabCare will be using the Star Micronis cash drawer for patient payment point of sale. The Star Micronics cash drawer is compatible with our company's management software. Star's SMD2 Cash Drawer is equipped with the ability to communicate via standard printer driven interface with included cable or Star's DK-AirCash wireless communication option for WiFi, Ethernet, Bluetooth 2.1 with Android and Windows support or Apple MFi certified Bluetooth with iOS support.

Vendor: Star Micronics Inc.

Equipment –BioTrack THC Software

Department: Production, Transport, Distribution, And Selling
Facility Type: Production Dispensaries

Description

LabCare will be using BioTrack THC management software. BioTrack THC management software is a true vertically integrated seed to sale solution. The software contains modules for: grow-house management, inventory management, patient/dispensary POS management, and accounting/reports management. It will be integrated as a tracking and reporting mechanism across all vertical aspects of LabCare operations.

Vendor: Bio-Tech Medical Software, Inc.

BioTrackTHC
The Only Seed to Sale Solution

Equipment – Computer Server

Production, Transport, Distribution, And Selling
Facility Type: Production Dispensaries

Description

LabCare will be using Dell PowerEdge T11011 Tower servers to run the BioTrack THC management software in the growing facility and dispensaries. All servers will be in a locked surveillance room to conform to NYS DOH medical marihuana program regulations.

Vendor: Dell

Equipment – Client Computer

Distribution, And Selling
Facility Type: Production Dispensaries

Description

LabCare will be using Dell Inspiron 23" Touch All In One client computer to run the BioTrack THC management software in the growing facility and dispensaries. The client computer has a 4th Generation Intel® Core™ i7-4710MQ Processor and 12GB Dual Channel DDR3L 1600MHz memory.

Vendor: Dell

Equipment –Child Proof Bags

Department: Distribution And Selling
Facility Type: Dispensary

Description

LabCare, Inc. will offer the option to its patient of receiving their medical cannabis products in a lockable child proof bag. This solves the problem of keeping medication secure and out of the hands of children. These bags are compliant to ASTM D3475 Standards.

Vendor: FunkSac

Equipment –Child Proof Bottles

Department: Distribution And Selling
Facility Type: Dispensary

Description

LabCare, Inc. will provide all of its dispensed medical marihuana in child proof palm turn prescription bottles. These bottles conform to USP Light & Tight Standards as well as CPSC Child-Resistant and Senior Use Requirements.

Vendor: Gold Star International

Product – LabCare Lock Bottle

Department: Distribution And Selling
Facility Type: Dispensary

Description

Patient's children and their friends are naturally curious. Experimenting with powerful prescription drugs is not healthy. It is best to stop it before it starts. LabCare's Safer Lock safely secures medical marihuana capsules in a small, convenient and portable container. Using a combination locking mechanism secures the lid until the patient opens it.

Vendor: Gatekeeper Innovation

Marihuana Oil Vaporizer Kit

Department: Distribution And Selling
Facility Type: Dispensary

Description

- LabCare Dispensed Vaporizer Cartridges w/ Doctor Recommendation
- Battery Compartment Charges in a USB Port
- 115Vac Adaptor Plug Included
- A Stylish Carrying Case Holds All Vaporizer Parts
- Available In Three Colors: White, Pink and Black
- Each Kit Comes with a Refillable Vaporizer Oil Cartridge

Vendor: SWDT CO, . Ltd

Product – The LabCare iStick

Department: Distribution And Selling
Facility Type: Dispensary

Description

The LabCare iStick 50W is a battery base for medical marihuana vaporizer cartridges. The iStick is fully adjustable with a display. Powerful vapor can be generated due to the expanded range of output voltage (2V-10V) and wattage (5W-50W), with 4400 mAh battery capacity. It retains a strong spring connector and wear-resistant stainless steel thread. Moreover, the additional temperature alarm function makes it high-safety even in strong vaporizing.

Vendor: Eleaf

Product – The LabCare Volcano

Department: Distribution And Selling
Facility Type: Dispensary

Description

The advantages of the LabCare Volcano Digit include its large LED display, which immediately and visually informs the user about the operating status, as well as the electronic control system. Precise electronic control with temperature accuracy ±2.7°F and automatic switch off.

Vendor: Storz & Bickel America Inc.

Product – The Herbalizer

Department: Distribution And Selling
Facility Type: Dispensary

Description

LabCare will be offering the Herbalizer which is the most advanced vaporizer we could find in the marketplace. The Herbalizer heats medical marihuana oils to within +/- 5°F instantly. The Herbalizer allows for direct inhalation through a tube or through an inflated balloon. For patients that need assistance vaporizing, there is also a fan that can be turned on. This unit was designed by two former NASA engineers and is very well constructed.

Vendor: Herbalizer

Equipment – Axial View Simultaneous Emission Spectrometer with Autosampler

Department: Laboratory Area
Facility Type: Medical Cannabis Grow

Description

In the chemical field, the ICPE-9810 Axial View Simultaneous Atomic Emission Spectrometer with Autosampler is used for a broad range of analysis in order to manage trace amounts of hazardous metals in the manufacturing process, manage additive elements essential to the functionality of a product, and manage the environment of the entire factory. Therefore, it is desirable to have a robust, highly stable system able to reliably accept the injection of a broad variety of samples, regardless of the type of solvent (aqueous/organic) or the presence of matrices.

Vendor: Shimadzu Corporation

SHIMADZU
Excellence in Science

Equipment – Multiwave GO Digester

Department: Laboratory Area
Facility Type: Medical Cannabis Grow

Description

Based on the short digestion process times provided by the TURBO heating and TURBO cooling concept, a superior sample throughput of up to 12 samples in 18 minutes is possible. The newly designed DMC Directed Multimode Cavity provides the best of both monomode and multimode microwaves. As in a monomode system, the microwaves are directed to the sample, providing highly efficient heating in a small-footprint system. As in a multimode system, more than one sample can be digested in a single run.

Vendor: Anton Paar

Attachment

C

RO Application
DOH-5138
Medical Marihuana

Section C: Lease Agreements And Real Estate

LabCare has secured lease agreements and proof of proper use for each real estate properly associated with our application submission. We have the right to use each facility for the premise requirements put forth by operating as a registered organization through the NYS DOH.

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

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

Below are the lease agreements for all four dispensaries and the production facility. Each lease agreement has the required verbiage, as required by the NYS DOH regulations. These include the following statement:

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

In addition we include statements that restrict access to landlords, so any entry into the facility is with compliance of the visitor regulation portion of the law. The visitor regulation states:

"All persons not permitted on the premises of a dispensing facility pursuant to paragraph (1) of this subdivision, but who have been authorized, in writing, to enter the facility by the department shall obtain a visitor identification badge from a dispensing facility employee prior to entering the dispensing facility. A dispensing facility employee shall escort and monitor the visitor at all times while the visitor is in the dispensing facility. The visitor identification badge shall be visible at all times. The dispensing facility shall require the visitor to return the identification badge to a dispensing facility employee upon exiting the dispensing facility."

Our lease requirement to limit access to the landlord is stated as follows in each of the lease agreements:

"The secure nature of the business requires that the owner or their representatives will not be allowed inside the facility unless accompanied by authorized LabCare personnel. No recording devices will be allowed inside the facility other than devices owned by LabCare, Inc."

We have identified one production facility and four additional dispensaries geographically distributed across the western portion of NYS. The production facility is located in Tonawanda, NY, and the dispensaries all comply with the guidelines put forth by the NYS DOH in the application instructions.

"that the applicant's four proposed dispensing facilities are geographically distributed. To be geographically distributed, the proposed dispensing facilities of an applicant must be located in multiple counties across New York State to best serve certified patients in the Medical Marijuana Program state-wide. Geographic distribution will not be demonstrated by the applicant if the proposed dispensing facilities of the applicant are all concentrated in counties of New York State that are neighboring or in close proximity."

In addition, we have also qualified for a $2,000,000 surety bond for additional DOH confidence in our ability to follow through with the required program, if one is required. Alternative, if the DOH would prefer a different real estate location to the ones provided in this application proposal, we can maintain flexibility with regards to the dispensary locations. Ultimately, we wanted to provide both options to clarify our flexibility of location requirements, and to exhibit our due diligence regarding properties already allocated and planned according to the regulation guidelines.

LabCare's $2,000,000 Surety Bond LOI

KAERCHER INSURANCE

December 30, 2014

Letter of Intent - Approval of Bonding Placement

LabCare, Inc
3349 Niagara FallsBlvd
Niagara Falls, NY 14120

The above named applicant has met all underwritingand financial criterion in order to be approved for Bonding through Kaercher Insurance as a licensed representative of Great American, Hudson and Ironshore Insurance Company.

The Bond for $2,000,000 will be issued upon approval from the State of New York according to the timeline set forth.

Karen Canton

Karen Canton
Kaercher Insurance
9555 Hillwood Dr Suite 140
Las Vegas, NV. 89134
(702)304-7891

LabCare's Erie County Amherst Dispensary Facility Lease

Attachment C - LabCare, Inc.

LEASE AGREEMENT

THE UNILAND PARTNERSHIP OF DELAWARE L.P.

AND

LABCARE, INC.

DANIEL J. CASACCI and

KATHLEEN M. CASACCI

Date: May 19, 2015

Lease No. 7945

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LEASE AGREEMENT

THIS LEASE AGREEMENT, made this 19th day of May, 2015 by and between **THE UNILAND PARTNERSHIP OF DELAWARE L.P.,** a Delaware limited partnership, University Corporate Centre, 100 Corporate Parkway, Suite 500, Amherst, New York 14226 ("Landlord") and **LABCARE, INC.,** a New York corporation, 31 Clearwater Drive, Amherst, New York 14228, and **DANIEL J. CASACCI**, an individual residing at [redacted], and **KATHLEEN M. CASACCI,** an individual residing at [redacted] (jointly and severally referred to herein as "Tenant").

1.0: FUNDAMENTAL TERMS AND ATTACHMENTS.

1.1. The following is a definitional summary of certain fundamental terms used in this Lease.

1.1.1. **LANDLORD**: THE UNILAND PARTNERSHIP OF DELAWARE L.P., a Delaware limited partnership, University Corporate Centre, 100 Corporate Parkway, Suite 500, Amherst, New York 14226.

1.1.2. **TENANT:** LABCARE, INC., a New York corporation, 31 Clearwater Drive, Amherst, New York 14228, and DANIEL J. CASACCI, an individual residing

at [redacted] and KATHLEEN M. CASACCI, an individual residing at [redacted] jointly and severally.

1.1.3. **DEMISED PREMISES**: The area known as Suite 100 in the building as shown on Schedule "B".

1.1.4. **BASE YEAR**: Base Year shall be defined as the first twelve (12) months of the Lease Term.

1.1.5. **BUILDING COMMON AREA PERCENTAGE**: 100%.

1.1.6. **BUILDING**: 35 CrossPoint Parkway, Getzville, New York and surrounding property shown on Schedule "A".

1.1.7. **COMMENCEMENT DATE**: The Lease Term hereof shall commence on the first day of the month following Tenant's acceptance of the Leased Premises pursuant to Section "7.0" herein.

1.1.8. **COMMON AREAS**: Those areas of the Building and Complex that are used or available for use by multiple tenants and their invitees.

1.1.9. **COMPLEX:** The buildings and surrounding property known as CrossPoint Business Park, Getzville, New York. Landlord reserves the right to modify the

Complex with the addition or deletion of buildings as the case may be, and in which case, Tenant's Complex Area Percentage to be proportionately adjusted as called for in the Lease.

1.1.10. **COMPLEX AREA PERCENTAGE**: 0.26%.

1.1.11. **CONSTRUCTION COMPLETION DATE**: Intentionally deleted.

1.1.12. **CONSTRUCTION DELAY DATE**: Intentionally deleted.

1.1.13. **CONSTRUCTION TERMINATION DATE**: Intentionally deleted.

1.1.14. **HAZARDOUS SUBSTANCE:** Any substance the release of or the exposure to which is prohibited, limited or regulated by any environmental law, or which poses a hazard to human health because of its toxicity, including, without limitation, crude oil and any fraction thereof and radioactive substances. However, the term "Hazardous Substance" includes neither:

(A) a substance used in the cleaning and maintenance of the Complex, if the quantity and manner of its use are customary, prudent and do not violate applicable law, nor

(B) automotive motor oil in immaterial quantities, if leaked from vehicles in the ordinary course of the operation of the

Complex and cleaned up in accordance with reasonable property management procedures and in a manner that violates no applicable law.

1.1.15. **INITIAL ANNUAL RATE PER SQUARE FOOT**: SIXTEEN AND 88/100 ($16.88) DOLLARS.

1.1.16. **LEASED PREMISES**: Approximately TWO THOUSAND EIGHT HUNDRED SEVENTY-FIVE (2,875) square feet including the Demised Premises, plus a pro rata share of Common Areas.

1.1.17. **LEASE TERM**: Five (5) years commencing on the Commencement Date.

1.1.18. **LEASE YEAR**: The twelve (12) month period of each calendar year during the Lease Term pro-rated for any partial year.

1.1.19. **MONTHLY BASE RENT:** FOUR THOUSAND FORTY-FOUR AND 00/100 ($4,044.00) DOLLARS.

1.1.20. **NORMAL BUILDING HOURS**: Shall mean 8:00 a.m. to 6:00 p.m. Monday through Friday and 8:00 a.m. to 1:00 p.m. on Saturday. Notwithstanding the foregoing, Tenant shall have access to the Demised Premises 24 hours per day, 7 days per week.

1.1.21. **NOTIFICATION ADDRESS**:

1. TENANT NOTIFICATION ADDRESS:

Tenant: **Copy:**

LabCare, Inc.
35 CrossPoint Parkway, Suite 100
Getzville, New York 14068
Attn: Mr. Daniel Casacci

2. LANDLORD NOTIFICATION ADDRESS:

Landlord: **Copy:**

The Uniland Partnership of Delaware L.P.
c/o Uniland Property Management Corporation
University Corporate Centre
100 Corporate Parkway
Suite 500
Amherst, New York 14226
Attn: Director of Property Management

Uniland Development Company
University Corporate Centre
100 Corporate Parkway, Suite 500
Amherst, New York 14226
Attn: Corporate Counsel

1.1.22. **PERMITTED USE:** Office and medical marijuana dispensary.

1.1.23. **REGULATIONS:** All federal, state and local laws, rules and regulations, including, but not limited to the Americans With Disabilities Act. The Building is currently zoned General Business District (GB) under the Town of Amherst Zoning Ordinance.

1.1.24. **SECURITY DEPOSIT**: FOUR THOUSAND FORTY-FOUR AND 00/100 ($4,044.00) DOLLARS.

1.1.25. **TENANT'S PROPORTIONATE SHARE**: Shall mean Tenant's cost of expenses allocated pursuant to Section "13.0" herein.

1.2. SCHEDULES: The following schedules are attached hereto and, by this reference, incorporated herein ("Schedules").

1.2.1. Schedule "A" Site Plan.

1.2.2. Schedule "B" Demised Premises.

1.2.3. Schedule "C" Acknowledgement of Possession.

1.2.4. Schedule "D" Estoppel Certificate.

1.2.5. Schedule "E" Hazardous Substance Compliance Certificate.

1.2.6. Schedule "F" Rules and Regulations.

2.0: TERM. Landlord leases to Tenant and Tenant hereby takes the Leased Premises more specifically designated on Schedule "A" and Schedule "B" for the Lease Term which shall commence on the Commencement Date.

3.0: RENT.

3.1. Monthly Base rent shall be payable, whether or not any invoice is rendered as follows:

3.1.1. The first Monthly Base Rent on or before the signing of the Lease which shall be applied as the Lease Term's first month's rent and thereafter, the Monthly Base Rent shall be payable on the first day of the second month of the Lease Term and on the first day of each and every calendar month thereafter during the Lease Term.

3.2. No payment by Tenant or receipt by Landlord of a lesser amount than that stipulated herein or which may thereafter be designated as Monthly Base Rent or Additional Rent shall be deemed to be other than on account of the earliest stipulated Base or Additional

Rent then owing; nor shall any endorsement or statement 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 the Monthly Base Rent or Additional Rent or pursue any other remedy provided herein.

3.3. If Tenant fails to pay by the 10th of the month, all Monthly Base Rent, Additional Rent or other sums then due and owing, Tenant shall be liable for and Landlord shall collect, a monthly late charge of five (5%) percent of the outstanding balance then due and owing. Tenant shall be responsible for Landlord's fees and expenses for returned checks.

3.4. All rents shall be paid to Landlord or authorized agent at University Corporate Centre, 100 Corporate Parkway, Suite 500, Amherst, New York 14226, or at such other places as may be designated by Landlord from time to time. All rents are payable in United States funds.

4.0: SECURITY DEPOSIT. With the execution of this Lease, Tenant shall deposit with Landlord the Security Deposit. In the event the Tenant faithfully performs all terms and conditions of this Lease, including final payment of all Monthly Base Rent and Additional Rent due and owing through the end of the Lease Term or any subsequent renewal term, the Security Deposit shall be returned to Tenant by Landlord within thirty (30) days of the termination of the Lease or the end of the final renewal term.

5.0: CONSTRUCTION OF DEMISED PREMISES. Tenant shall accept the Demised Premises "as-is".

6.0: DELAYS IN CONSTRUCTION. Intentionally deleted.

7.0: POSSESSION. The Demised Premises shall be considered ready for possession by Tenant and Tenant shall accept the Demised Premises as ready upon (i) the execution of the Lease by both parties; (ii) Tenant obtaining the license(s) from the New York State Department of Health necessary to engage in the Permitted Use and Landlord receiving a copy of all such license(s); and (iii) Tenant waiving all lease contingencies based on receiving all necessary government approvals to operate a medical marijuana dispensary; and thereupon Tenant shall simultaneously execute and deliver to Landlord the acknowledgement of possession statement, Schedule "C" herein. Schedule "C" shall definitively determine the Commencement Date.

8.0: EARLY ENTRY. Tenant shall accept the Demised Premises whenever deemed ready for possession, as described in Section "7.0" herein, and shall pay prorated Base Rent and Additional Rent for said early occupancy based upon the Initial Annual Rate Per Square Foot until the Commencement Date. Upon Tenant's early entry onto the Demised Premises, all terms and conditions of this Lease shall apply as if the Lease Term had commenced except as otherwise stated herein.

9.0: USE. The Demised Premises shall be used and occupied by Tenant for the Permitted Use and for no other purpose. Tenant's Permitted Use of the Demised Premises shall be consistent with the following:

9.1. Tenant shall not cause odor, vibration, fumes, noise and/or nuisance within or beyond the confines of the Demised Premises and its use shall not result in the deterioration of the Demised Premises, the Building or the Complex.

9.2 Tenant shall be prohibited from offering for sale glass pipes, tubed apparatus and other implements typically used to smoke marijuana.

9.3. Tenant shall place waste and refuse matter in waste cans or sealed plastic bags which shall be provided by Tenant. Tenant shall deposit only acceptable commercial waste in the receptacle. Acceptable commercial waste shall be that waste accepted for removal by Landlord's or Tenant's waste hauler at standard rates. Presently, said acceptable commercial waste shall not include: Hazardous Substance; pathological waste; industrial waste; asbestos waste; tires; batteries; oil and any wastes packed in drums or drums themselves or any waste, the disposal of which requires a permit from any government or governmental agency. In the future, such waste shall not include wastes at any time deemed unacceptable by any appropriate governmental authority or by Landlord's or Tenant's waste hauler, or any waste which Landlord's or Tenant's waste hauler would remove at a cost above standard rates.

9.3.1. Tenant shall indemnify and hold Landlord harmless from all costs and expense, including but not limited to, reasonable attorneys fees, charges, fines and penalties for Tenant's deposit of any unacceptable waste in the trash receptacle or dumpster.

9.4. Tenant shall, at all times hereunder, comply with all applicable rules and Regulations. Without limiting the generality of the foregoing, Tenant, in its use of the Demised Premises, the Building and Complex, shall duly comply with all requirements of the New York State Environmental Conservation Law, New York State Navigation Law and other relevant New York State Laws and the regulations promulgated thereunder. In the event of any release by Tenant of a Hazardous Substance, Tenant, at Landlord's direction, shall promptly undertake and diligently pursue to completion the appropriate and legally authorized remedial and clean-up action of the Demised Premises, the Building or the Complex so affected by the release.

9.4.1. Tenant shall provide Landlord with copies of any notification of releases of Hazardous Substance which are given by, or on behalf of the Tenant to any Federal, State or local agencies or authorities with respect to the Demised Premises.

9.4.2. Tenant shall defend, indemnify, and hold harmless the Landlord, its employees, agents, officers and directors from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses related to Tenant's release of any Hazardous Substance upon the Demised Premises, the Building or the Complex.

9.4.3. Upon Landlord's written request, Tenant shall deliver to Landlord, no more than once per year, written certification of its compliance with the provisions of this Section "9.0", Schedule "E" herein. Such certification shall list all Hazardous Substance and the quantities thereof used on the Demised Premises from the Commencement Date to the date the certificate is executed.

9.5. Tenant's use of the Demised Premises and that of its employees and visitors shall be in harmony with Landlord's other tenants and visitors to the Building or Complex. Tenant's use of the Demised Premises and that of its employees and visitors shall not disrupt vehicular and/or pedestrian traffic flows to the Building or Complex. Tenant's use of the Demised Premises and that of its employees and visitors shall be consistent with the rules and regulations of the Demised Premises, Building and Complex provided said rules and regulations are applied equally. Should Tenant's use of the Demised Premises and that of its employees and visitors disrupt the harmony of the Building or Complex; disrupt the orderly flow of vehicular and/or pedestrian traffic to the Building or Complex; or be inconsistent with the rules and regulations promulgated by Landlord, Tenant shall be solely responsible for Landlord's cost to secure such compliance.

10.0: SUBLETTING. Provided Tenant remains financially and legally responsible for all the terms and conditions of this Lease, Tenant may sublet the Demised Premises or assign the Lease with Landlord's prior written consent which consent shall not be unreasonably withheld. Prior to Tenant offering the Demised Premises for sublease or Lease for assignment, Tenant shall give Landlord written notice of its desire to sublet the Demised Premises or assign the Lease. Landlord shall have thirty (30) days from the receipt of said notice to advise Tenant that it is terminating the Lease and taking possession of the Demised Premises as of a date mutually agreeable to the parties, but in no event later than ninety (90) days from the date of Tenant's notice to Landlord. In the event Tenant does, with Landlord's consent, sublet the Demised Premises or a portion thereof, or assigns this Lease, Landlord shall receive an executed copy of the sublease or assignment within ten (10) days from the date of execution or Landlord's consent shall be null and void. Notwithstanding the above, no subtenant or assignee shall be able to sublease or further assign the lease or sublease.

11.0: MAINTENANCE AND REPAIRS. The payment responsibility for maintenance and repair shall be determined by Section "13.0", performance responsibility for the actual work shall be determined by this Section "11.0":

11.1. Landlord:

11.1.1. Shall replace the structural portions of the Demised Premises and Building, including: roof, exterior walls (excluding window glass), foundations, floor slab, (excluding floor finishings such as tile, carpeting and the like).

11.1.2. Shall maintain and repair the exterior portions of the Building, including but not limited to, such elements as roof repairs, caulking, painting, repointing, and sealing of floors, walls and window glass.

11.1.3. Shall maintain the Property and the Complex including, but not limited to landscape and shrubbery maintenance, including replacement when necessary; lawn care, including watering, lawn fertilizing, spraying and replanting when necessary; maintain the pedestrian walks, parking lots, driveways and access roads including snow removal, sealing, striping, patching and resurfacing.

11.1.4. Shall maintain all electrical systems, servicing the Property, the Building and the Complex. Such responsibility shall include maintenance of the electrical systems up to demising wall of the Demised Premises only, and not the electrical systems within the Demised Premises.

11.2. Tenant.

11.2.1. Shall maintain, repair and replace when necessary, all mechanical systems of the Demised Premises including but not limited to the plumbing, fire protection and heating, ventilating and air cooling system. Such maintenance, repair and replacement shall include, but not be limited to, scheduled periodic maintenance, inspection, cleaning and recommended replacement of all equipment and parts. Notwithstanding the above, provided Tenant has throughout the Lease Term had routine and regular maintenance performed on the mechanical systems through a documented maintenance contract, Landlord shall be responsible for the replacement of same.

11.2.2. Shall be responsible for the maintenance, repair and replacement of all electrical systems from the point in which said electrical systems enter the Demised Premises at its demising wall and continuing throughout the Demised Premises.

11.2.3. Shall be responsible for the maintenance, repair and when necessary replacement of the interior portions of the Demised Premises, including, but not limited to, interior walls and wall finishings, carpeting and other floor finishes, ceiling tiles, lavatories, and fixtures therein, and shall surrender same in as good a condition as received, normal wear and tear excepted and including all necessary janitorial services.

11.2.4. Shall maintain, in so far as in its power, utility service to the Demised Premises (gas, electric, water and sewer) in sufficient amount to prevent damage to the Demised Premises or deterioration thereof.

11.2.5. All maintenance, repairs and alterations made by the Tenant shall be done immediately as needed and shall be completed in a good and workmanlike manner. In performing such maintenance, Tenant shall comply with all Federal, State and municipal laws, rules, orders and ordinances, and any regulations at any time issued or enforced, applicable to the Demised Premises.

12.0: UTILITIES. Tenant agrees that it shall be financially responsible for all utilities, including water, gas, electric, and any other utility service delivered to the Demised Premises, Common Areas and the Complex. Tenant shall contract directly with all utility companies which deliver services directly to the Demised Premises. In the event that any such service cannot be separately metered and Tenant cannot contract directly with the utility company for such service, Landlord shall re-bill Tenant for its proportionate use of that particular utility service through a

single meter which Landlord will then operate and control. Tenant's financial responsibility for Demised Premises, Common Area and Complex Area utilities shall be determined by Section "13.0".

13.0: ADDITIONAL RENT. Additional Rent means all payments that this Lease requires Tenant to make, whether to Landlord or a third party, except Monthly Base Rent, whether or not this Lease designates any payment as Additional Rent. Additional Rent includes, but is not limited to, payments of Security Deposits, reimbursement of Landlord's costs where stated, and all other payments this Lease requires Tenant to make, except Monthly Base Rent. To the extent that any Additional Rent arises from Tenant's obligation to reimburse Landlord for any nonrecurring payment (not defined as Tenant's Proportionate Share of costs and expenses), Landlord may require Tenant to pay it before, simultaneously with, or as a condition to Landlord's making such payment.

13.1. Definitions:

13.1.1. As Additional Rent hereunder, Tenant shall pay to Landlord its Proportionate Share of the expenses enumerated in Section 13.2 below. For purpose of this Section "13.0", "Proportionate Share" shall be determined as follows:

13.1.1.1. Tenant's Proportionate Share shall be one hundred (100%) percent of the cost for those Section 13.2 expenses listed below which affect the Demised Premises only.

13.1.1.2. Tenant's Proportionate Share for those Section 13.2 expenses which affect the building as a whole, shall be a percentage of the costs of those expenses which percentage shall have the square footage of the Leased Premises as the

numerator and the square footage of the building in which the Leased Premises is located as the denominator. This percentage shall be Tenant's Building Common Area Percentage.

13.1.1.3. Tenant's Proportionate Share of the costs of those Section 13.2 expenses chargeable to Tenant hereunder which affect the Complex shall be a percentage of said expenses, the percentage of which is determined by the square footage of the Leased Premises as the numerator and the square footage of the buildings of the Complex as the denominator. The resulting percentage shall be Tenant's Building Complex Area Percentage.

13.2. Tenant Expenses:

13.2.1. Insurance.

13.2.1.1. Tenant's Proportionate Share of Landlord's Commercial General Liability and Special Perils insurance premiums. Landlord shall, at the request of the Tenant, provide an explanation of any premium increase hereunder.

13.2.2. Taxes.

13.2.2.1. Tenant's Proportionate Share of all state, municipal and local taxes (except gift, estate, inheritance, succession, and income taxes, if any, on the interest of the Landlord) assessments, levies and other charges general and special ordinary and extraordinary, in whatever name, nature and kind, including but not limited to Payment in Lieu of Taxes, so called PILOTs, (except as specified above) that are, or may be, during the Lease Term or any renewal (beginning with the commencement of the Lease Term) levied, assessed, imposed or charged on the Demised Premises, Building or Complex and all of which may be levied, assessed, imposed, or charged on or against the leasehold estate hereby created during the Lease Term. Tenant's Proportionate Share of taxes shall be prorated to reflect the Lease Commencement and Termination Dates with the date the taxes are due and payable. The taxes,

assessments, levies and other charges, shall be paid in the name of the Landlord, and Landlord shall pay the same as specified above whether such taxes or charges become due and payable during the Lease Term or any renewal, or subsequent to the expiration or sooner termination hereof.

13.2.2.2. If, at any time during the Lease Term, the present method of taxation or assessment shall be changed so that the whole or any part of the taxes, assessments, levies or charges now levied, assessed and imposed on the real estate hereby demised and improvements thereon, shall be transferred to the rentals received from such real property in whole or in part, or against such rentals in whole or in part, or if partly on such real estate and partly on such rentals, Tenant shall pay such Proportionate Share of taxes and assessments levied and assessed on such rentals as shall proportionately relieve the taxes and assessments on such real estate, it being the intention of the parties hereto that Landlord shall receive the rents reserved herein without deduction of taxes (except gift, estate, inheritance, succession, and income taxes on the interest of the Landlord), assessments, levies, or charges in respect to the real estate and improvements and also on such rentals.

13.2.2.3. It is understood and agreed that Tenant will be liable for all such real estate taxes which are due and payable during the Lease Term or any subsequent renewal thereof.

13.2.2.4. Tenant shall have the right, at its own cost and expense, to contest any taxes or assessments in the name of Landlord, and Landlord shall reasonably cooperate in any proceedings arising out of Tenant's exercise of this right. In the event that Landlord undertakes any action for the reduction of real estate taxes, Tenant shall be responsible for its Proportionate Share of all fees and disbursements of Landlord advanced in such action

Landlord shall credit it's proportionate share of tax refunded against rent owed or if no rent is due and owing, Landlord shall, within thirty (30) days of the receipt of or credit for the refund by the taxing authority, remit Tenant's proportionate share of tax refunded.

13.2.3. Maintenance and Repairs.

13.2.3.1. Tenant shall pay to Landlord the cost to replace structural portions of the Demised Premises or Building, when such replacement is necessitated by Tenant's negligence.

13.2.3.2. Tenant's Proportionate Share of Landlord's cost of maintenance and repair responsibilities referenced in Section "11.0" Subsections 11.1.2 through 11.1.4 herein.

13.2.4. Utilities.

13.2.4.1. Tenant's Proportionate Share of Landlord's cost of utility expense for all utilities servicing the Property and Complex areas.

13.3. Billing:

13.3.1. All Additional Rent due and owing under this Section "13.0" shall be paid by Tenant to Landlord within thirty (30) days following the date of the billing by Landlord for same. Landlord shall bill Tenant, no sooner than monthly, for Additional Rent expenses due under this Section "13.0".

13.3.2. The Additional Rent required to be paid by the Tenant to the Landlord, under this Section "13.0" hereof, may at the option of the Landlord, be estimated for a full Lease year and billed monthly in advance at the rate of one-twelfth ($1/12^{th}$) of such estimate. The Landlord shall make an adjustment based upon actual costs within ninety (90) days of the end of each Lease Year ("Lease Year Reconciliation"). Any monies due and owing to Landlord following the Lease Year reconciliation shall be paid by Tenant to Landlord within thirty (30)

days of the date of billing. Any such monies due and owing Tenant as a result of the Lease Year reconciliation shall be credited by Landlord against the next future installments of Additional Rent owed by Tenant to Landlord or paid over to Tenant in cash in the event the Lease Term has expired.

13.4. Dispute Resolution:

13.4.1. In the event that Tenant disputes any Monthly Base Rent or Additional Rent billed by Landlord, Tenant must nonetheless pay same to Landlord within the time provided herein or be in default of the Lease. The propriety of such billing shall not be a defense to any action taken by Landlord for Tenant's failure to pay any Monthly Base Rent or Additional Rent as provided herein. In the event Tenant disputes any Monthly Base Rent or Additional Rent, which has been billed to and timely paid by Tenant, Landlord shall in good faith, diligently review the disputed item with Tenant within forty five (45) days of written notification by Tenant of the specific dispute. If the parties cannot come to an agreement, the dispute shall be resolved as provided for in this Lease. In the event Tenant then is owed a credit for Monthly Base Rent or Additional Rent disputed, Landlord shall credit same against: (i): Any Additional Rent due and owing by Tenant (ii): Monthly Base Rent due and owing by Tenant; (iii) The balance shall be paid by Landlord to Tenant within ten (10) days following the next Monthly Base Rent due date following such determination. Said Tenant's credit shall be issued by Landlord at the next rental billing period following such determination.

13.4.2. Tenant shall have the right once every Lease Year, at its sole cost and expense, and with reasonable notice to Landlord, to review Landlord's substantiating records with respect to Additional Rent Charges. Such review shall occur in Landlord's office at a time and date mutually agreeable to the parties.

13.4.3. Tenant waives its right to dispute or challenge any Additional Rent, billing or charge rendered longer than thirteen (13) months after the initial invoice date.

14.0: LIABILITY. Landlord and Tenant shall not be liable for, and Landlord and Tenant agree to indemnify, defend, and forever hold harmless the other, its agents, servants, and employees from and against claims, damages, costs (including but not limited to court costs and attorney fees) resulting from injury or damage to the other, its agents, servants or employees or any other person(s) claiming through the other, unless such liabilities shall result solely from an act or omission of the other, its agents, servants, or employees. Landlord and Tenant hereby release one another from all liability for any loss or damage to real or personal property to the extent such loss is covered by insurance carried by or required to be carried by the party who incurred such loss, and each party waives any right of subrogation on behalf of its respective insurance carrier.

15.0: INSURANCE. The parties shall maintain the following insurance coverages:

15.1. Landlord:

15.1.1. Building. Landlord shall maintain Special Perils Coverage Insurance on a building replacement cost basis.

15.1.2. Liability. Landlord shall maintain Commercial General Liability Insurance of a minimum of ONE MILLION and 00/100 ($1,000,000.00) DOLLARS and TWO MILLION and 00/100 ($2,000,000.00) DOLLARS in the aggregate, which coverage may be provided under Landlord's excess or umbrella policy.

15.2. Tenant:

15.2.1. Liability. Tenant shall maintain Commercial General Liability insurance of a minimum of ONE MILLION and 00/100 ($1,000,000.00) DOLLARS per occurrence and TWO MILLION and 00/100 ($2,000,000.00) DOLLARS in the aggregate, which coverage may be provided under Tenant's excess or umbrella liability policy.

15.3. Certificate of Insurance:

15.3.1. Tenant shall provide Landlord with a certificate of insurance providing proof of such insurance. Tenant shall provide Landlord with a certificate of insurance showing Landlord as an additional insured. This certificate shall provide for a ten (10) day written notice to Landlord in the event of cancellation or material change of coverage. This insurance may be provided as part of the blanket coverage by Tenant.

16.0: COMPLIANCE WITH LAWS.

16.1. Subject to Landlord's duties and obligations of maintenance and repair as contained in Sections "11.0" Tenant, throughout the Lease Term and any subsequent renewals thereof, shall comply with all statutes, ordinances, and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to Tenant's use of the Leased Premises.

16.2. The notice of any violation given to Tenant by Landlord or any governmental or quasi-governmental agency or the commencement or pendency of any municipal, state or Federal proceeding alleging a violation which would affect the Tenant's use of the Leased Premises shall, at the option of the Landlord, be deemed a breach hereof, providing, however, the notice of such violation or the commencement of such proceedings shall not be a breach hereof, if:

16.2.1. Tenant immediately takes action to comply with such statute, ordinance or other requirements, or

16.2.2. Tenant, in good faith, contests such proceeding to a final determination and thereafter complies with such order as may issue. (In any such contest, Tenant will take such action(s), including deposit of security, as may be reasonably necessary to prevent a forfeiture of Landlord's title.)

16.3. Notwithstanding this Section "16.0", if after Tenant has been found to be in violation of any Regulation, pertaining to Tenant's use of the Leased Premises, and Tenant fails to immediately correct the same, Landlord shall have the right to take whatever action necessary to place the Leased Premises in compliance with any such Regulation and to charge Tenant the costs thereof as Additional Rent for this action.

17.0: LANDLORD'S ACCESS.

17.1. Tenant shall permit Landlord, or Landlord's agent, at reasonable times and upon reasonable notice, to enter upon the Demised Premises for the purpose of inspecting the same and will permit Landlord, at any time within one hundred twenty (120) days prior to the expiration of Lease, to place upon the Building any usual "To Let" or "For Lease" signs and at reasonable times and upon reasonable notice permit persons desiring to lease the same to inspect the Demised Premises thereafter.

17.2. Landlord shall, with advance notice to Tenant and with a representative of Tenant present, have the right to enter Demised Premises for the purpose of performing maintenance, repairs or structural alterations to said Demised Premises or Building. Any such repairs or structural alterations will be made with reasonable dispatch and in a manner to interfere as little as possible with Tenant's use and enjoyment of the Demised Premises.

18.0: SIGNAGE.

18.1. Landlord reserves the right to maintain uniformity and conformity for all exterior signs including window signage of all tenants of the Building and/or Complex. Tenant's signage shall be in conformity with all relevant Regulations.

18.2. Landlord reserves the right to maintain uniformity and conformity for all interior signs. Landlord, at Tenant's request, shall provide Tenant with specifications for its signage and Tenant may, at its own expense, construct or install a sign in accordance with the aforesaid specifications.

18.3. All requests for permission to erect, apply, and/or install signage must be made in writing to the Landlord and include a graphic illustration of the proposed sign. Landlord shall respond within fifteen (15) days to Tenant's request with either approval or disapproval of the proposed signage and shall be subject to all Regulations.

19.0: CONDEMNATION.

19.1. If the Demised Premises and the Building, or any portion thereof, is taken by public authorities, through condemnation or by Deed in lieu thereof, or be acquired for public or quasi-public purposes, the rights of the parties shall be as follows:

19.1.1. If less than twenty-five (25%) percent of the Demised Premises is taken, or if none of the Demised Premises is taken, but less than twenty-five (25%) percent of the parking (such that same cannot be replaced on the Property), is taken, then the Landlord shall restore the Demised Premises, the Building or the parking as the case may be, to the end that same shall be restored as far as practical to the condition existing immediately prior to such

taking. If said taking reduces the size of the Demised Premises then there shall be a proportionate reduction in the Monthly Base Rent.

19.1.2. If more than twenty five (25%) percent of the Demised Premises is taken, or more than fifty (50%) percent of the parking (such that same cannot be replaced in the Complex) on the Property is taken, then Tenant shall have the option of terminating this Lease by giving to Landlord within thirty (30) days of the condemnation or taking written notice that it is terminating the Lease effective thirty (30) days thereafter. In the event Tenant so exercises its option to terminate, any unearned rent shall be refunded to Tenant. If Tenant does not exercise its option to terminate, the rent shall be reduced in proportion to the reduction in size to the Demised Premises.

19.1.3. Notwithstanding the above, in the event of a condemnation or taking to the extent of more than twenty-five (25%) percent of the Building, Landlord shall have the option, with ten (10) days written notice given to Tenant within thirty (30) days of the condemnation or taking to terminate this Lease effective thirty (30) days thereafter. In such case, all unearned rents shall be refunded to Tenant.

19.1.4. Tenant shall not be entitled to any part of the award or awards made as a result of the condemnation or taking provided, however, Tenant may make a claim for the loss of Tenant's fixtures, loss of business and relocation expenses.

19.1.5. Notwithstanding anything in this Section "19.0" to the contrary, Landlord shall not be required to repair or rebuild the Demised Premises, the Building or parking during the last year of the original term or the last year of any renewal term hereof unless Landlord opts in writing to do so.

20.0: DESTRUCTION.

20.1. If the Demised Premises or the Building is damaged or destroyed by fire or other casualty, the rights of the parties shall be determined as follows:

20.1.1. Within twenty (20) days of the damage or destruction to the Demised Premises or the Building, Landlord shall notify Tenant of the length of time that the repairs will take to complete, or notify Tenant that the Building has been damaged or destroyed to the extent of more than one-half (1/2) of its replacement cost.

20.1.2. If the repairs to the Demised Premises or the Building can be completed within ninety (90) days of the date of such notice, Landlord shall forthwith repair same, and the Lease shall continue with rent abated in proportion to the floor area of the Demised Premises lost because of the damage or destruction. In the event that Landlord notifies Tenant that the repairs will take longer than ninety (90) days to complete, Tenant shall have five (5) days from the date of such notice to advise Landlord whether Tenant wishes to have Landlord complete the repairs with the Lease to continue and the rent proportionately abated as provided herein, or that Tenant wishes to terminate the Lease. If Tenant notifies Landlord that it wishes the Lease to continue, Landlord shall have one hundred fifty (150) days from the date of such notification to complete the repairs to the Demised Premises or the Building.

20.1.3. If the repairs shall take longer than one hundred fifty (150) days to complete, Landlord shall have the right to terminate this Lease. If Landlord shall so notify the Tenant that the repairs shall take longer than one hundred fifty (150) days, Landlord shall also notify Tenant whether or not Landlord is terminating the Lease. If Landlord notifies Tenant that it is willing to complete the repairs and not terminate the Lease, Tenant shall have five (5) days from the date of said notice to notify Landlord whether it wishes to have the Lease continue, with

rent proportionately abated, or whether it wishes to terminate the Lease. If either party shall elect to so terminate this Lease, the Lease shall be terminated and all unearned rents shall be refunded to Tenant by Landlord from the date Tenant vacates the Demised Premises.

20.1.4. In the event that the damage or destruction to the Demised Premises or the Building is due to the fault or negligence of Tenant, Tenant's servants, employees, agents, visitors or licensees, the damage or destruction shall still be repaired by Landlord as provided herein, however, there will be no apportionment of rent.

20.1.5. In the event that Landlord shall notify Tenant that the Building is located is destroyed to the extent of at least one-half (1/2) of its replacement cost, Landlord shall notify Tenant of whether it wishes to terminate the Lease or wishes to repair the Building in which the Demised Premises is located. Tenant shall have five (5) days from the date of such notice to notify Landlord of whether it wishes the Lease to continue, with rent proportionately abated as provided herein, or terminate this Lease. In the event that either party desires to terminate this Lease, this Lease shall be so terminated and all unearned rent shall be returned by Landlord to Tenant from the date of Tenant vacating the Demised Premises.

21.0: CONTINUOUS OCCUPANCY.

21.1. Tenant may, with thirty (30) days advance written notice to Landlord, vacate the Demised Premises, provided Tenant shall continue to abide by all the terms and conditions of this Lease.

21.2. Notwithstanding the above, if any of the following shall occur, Tenant shall be in default of this Lease, and Landlord shall have the right to terminate this Lease with Tenant being responsible for rent throughout the balance of the Lease Term: (i) if a receiver

shall be appointed to take over the business of Tenant; (ii) if Tenant makes a general assignment for the benefit of creditors; (iii) if Tenant shall take or suffer any action under any insolvency or bankruptcy act; (iv) if Tenant is placed in an involuntary bankruptcy, and Tenant shall not vacate same within ninety (90) days from the date of filing of such insolvency or bankruptcy action.

22.0: LIEN PROHIBITION. If a notice of any lien be filed against the Demised Premises for, or purporting to be for, labor or material alleged to have been furnished, or to be furnished to, or for any party hereto, at the Demised Premises or for utilities or other services provided to the Demised Premises on behalf of Tenant, and if the Tenant shall fail to take such action as shall cause such lien to be removed from the record by discharge, deposit or bonding proceedings, within thirty (30) days after Tenant or Landlord received notice of the filing of such lien, Landlord may pay the amount of such lien or discharge the same by deposit or by bonding proceedings, and in the event of such deposit or bonding proceedings, Landlord may require the lienor to prosecute an appropriate action to enforce the lienor's claim. Any amount paid or expense incurred by Landlord in exercising its rights herein shall be immediately due by Tenant to Landlord as Additional Rent.

23.0: IMPROVEMENTS. Tenant shall make no modifications, alterations or improvements to the structural components of the building in which the Demised Premises is a part, including, but not limited to floors, roof, outside or bearing walls, pillars, posts or columns without Landlord's prior written consent. Tenant shall furnish to Landlord a copy of the plans and specifications for such improvements thirty (30) days prior to the commencement of same.

Title to any and all improvements by Tenant made to the Demised Premises during the Lease Term shall vest in Landlord, as of the end of the Lease Term or any earlier termination thereof. Tenant may, upon termination hereof, remove all of its trade fixtures but shall repair, or pay as additional rent for repairs necessary for damages to, the Demised Premises occasioned by removal of Tenant's trade fixtures. Any property of Tenant remaining on the Demised Premises as of the termination of the Lease Term shall be deemed abandoned by Tenant and Landlord shall have the right to dispose of same as it sees fit. The Landlord's cost of removing the abandoned property shall be an Additional Rent expense of Tenant.

24.0: TENANT DEFAULT AND RIGHT OF REENTRY.

24.1. Should Tenant be in default of any of the terms of this Lease, beyond any applicable grace period, Landlord, besides other rights and remedies it may have, shall have the immediate right of reentry and may remove all persons and property from the Demised Premises. Any such property found on the Demised Premises may be moved by Landlord and stored in a public warehouse or elsewhere at the cost of, and for the account of, Tenant.

24.2. Should Landlord elect to reenter, or should it take possession pursuant to legal proceedings or any notice provided by law, Landlord shall have the option of either: (i) terminating this Lease or (ii) it may, from time to time, without terminating this Lease, relet the Demised Premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such terms and conditions as Landlord, in its sole discretion, may deem advisable, with the right to alter or repair the Demised Premises upon such reletting.

In the event of such reletting without termination of the Lease, Tenant shall be immediately liable to pay to Landlord as Additional Rent, in addition to any other amounts then due hereunder at the option of Landlord, either:

24.2.1. the cost and expense of such reletting and such alterations and/or repairs and any amount by which the balance of the rent reserved under the Lease herein for the period of such reletting (but not beyond the term hereof) exceeds the amount agreed to be paid as rent for such period, or;

24.2.2. credit the rents actually received by Landlord from such reletting (a) to the repayment of indebtedness other than rent due hereunder; (b) then to the cost and expenses of reletting and alterations or repairs; (c) then to the payment of rent due and unpaid hereunder, and (d) the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable. Tenant shall be credited only with rent actually received by Landlord. Tenant shall, in such event, pay any deficiency between the amount due from Tenant to Landlord and the amount credited. No such reentry or taking possession by Landlord shall be construed as an election to terminate this Lease unless written notice of such intention is given, or unless termination be declared by a court of competent jurisdiction.

24.3. Should Landlord at any time terminate this Lease for any breach thereof, Landlord shall have the right to accelerate all Monthly Base Rent and Additional Rent that may be due and owing for the balance of the Lease Term. Landlord shall credit against the accelerated Monthly Base Rent and Additional Rent due and owing, the reasonable value of rents likely to be received during the then remainder of the Lease Term.

24.4. As a condition precedent to Tenant being in default of the Lease:

24.4.1. Landlord shall give Tenant notice in writing of Tenant's failure to pay Rent and Additional Rent or any other obligations satisfied by payment of money, and if Tenant shall pay the same within ten (10) days of receipt of said notice, Tenant shall not be in default or breach of this Lease;

24.4.2. Landlord shall give Tenant notice in writing of any other default or breach which cannot be corrected by the payment of money, and if Tenant shall correct the same within ten (10) days of receipt of said notice, Tenant shall not be in default or breach hereunder provided, or, if the breach or default is such that it may not be corrected within said ten (10) day period, but Tenant commences to correct the same within said period and diligently continues to correct same, Tenant shall not be in default or breach hereof.

25.0: LANDLORD'S NOTICE. As a condition precedent to Landlord being in breach of any of the terms and conditions of this Lease, Tenant shall give to Landlord notice in writing of such breach or default, and if Landlord shall correct same within thirty (30) days of the receipt of said notice, Landlord shall not be in breach or default hereunder provided, or, if the breach or default is such that it may not be corrected within said thirty (30) day period, but Landlord commences to correct same within said period and diligently continues to correct same, Landlord shall not be in default or breach hereof.

26.0: ACCESS ROAD.

26.1. Landlord grants to Tenant the right of non-exclusive ingress and egress along the private road. Such road shall be for the use and enjoyment of ingress and egress and installation of utilities and services by owners, lawful occupants and Tenants of Landlord.

Neither Landlord, nor Tenant, shall obstruct such access road. Landlord grants to Tenant the right of non-exclusive ingress and egress through the parking areas. The right of non-exclusive ingress and egress shall be for the use and enjoyment for ingress, egress, parking and installation of utilities and services by owners, lawful occupants and tenants of Landlord.

26.2. Providing Tenant is not in default of the Lease, and a mortgagee shall foreclose on any mortgage affecting the Demised Premises, access road, or any other premises enjoying the use of said road, the use and enjoyment by Tenant of the right of way for ingress and egress shall not be disturbed by said action to foreclose said mortgage. Tenant shall execute any documents required by Landlord or its mortgagee to enforce the terms and conditions of this section provided said does not diminish Tenant's rights hereunder.

27.0: SUBORDINATION. This Lease shall be subject and subordinate at all times to the lien of any present or future mortgages, or any leases given in connection with an Industrial Revenue Bond financing, and all advances made or thereafter to be made upon the security thereof; provided, however, that any such mortgage or mortgages, or such lease or leases, shall provide that in any foreclosure proceeding, Tenant will not be made a party thereunder and in any sale in such foreclosure proceeding, this Lease shall remain undisturbed and in full force and effect provided Tenant is not in default thereunder. Tenant shall execute any document required by Landlord or its mortgagee to enforce the terms and conditions of this Section provided said document does not diminish Tenant's rights hereunder.

If for any reason (including as a result of a foreclosure of the mortgage or the granting of a deed in lieu of foreclosure), any mortgagee or any person claiming by, through or under mortgagee (hereinafter, collectively "Mortgagee") or any successor (as owner) to Landlord shall

come into possession of or title to the Property, Tenant agrees, at the election and upon the demand of any such Mortgagee or successor to Landlord, to attorn from time to time to any such Mortgagee or successor to Landlord upon the then terms and conditions of this Lease, which shall remain in full force and effect, for the remainder of the Term provided that such Mortgagee or successor to Landlord, or receiver caused to be appointed by any of the foregoing, as the case may be, shall be entitled to possession or title to the Property. Such attornment shall be self operative upon any such demand by Mortgagee or successor to Landlord.

28.0: METHOD OF NOTICE. Any notice or demand which, under the terms of this Lease or under any statute, must or may be given by the parties hereto shall be in writing and shall be given or made by personal service, or made by mailing, the mailing shall be by certified or registered mail return receipt requested, or by nationally recognized overnight delivery service addressed to the respective party's Notification Address, or such other address as each of the parties hereto may from time to time designate by notice to the other. Any such notice shall be effective as of the day in which same is received by the noticed party.

If personally delivered, then notices shall be effective when received as evidenced by affidavit of the person making such delivery. If sent by overnight courier delivery service, then notices shall be deemed to have been received by the addressee on the next business day following the date so sent. If mailed, then notices or other communications shall be deemed to have been received by the addressee on the date received as evidenced by the return receipt.

The inability to make delivery because of changed address of which no notice was given, or by reason of rejection or refusal to accept delivery of any notice shall be deemed to be receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept.

29.0: ATTORNEY EXPENSES.

29.1. If either party shall at any time be in default hereunder and if either party shall institute an action or summary proceeding against the offending party based upon such default, then the losing party will reimburse the prevailing party for the expense of attorneys' fees and disbursements thereby incurred by the prevailing party, so far as the same are reasonable in amount. Also, so long as Tenant shall be a tenant hereunder, the amount of such expenses shall be deemed to be "Additional Rent" hereunder and shall be due from Tenant to Landlord on the first day of the month following the billing by Landlord of such respective expenses.

29.2. Tenant shall be responsible for Landlord's reasonable attorneys fees billed as a result of a review of any document submitted to Landlord by Tenant for Landlord's review.

30.0: COMMON AREAS. Landlord grants to Tenant hereby, their respective heirs, agents, licensees, invitees and assigns, the right of non-exclusive ingress and egress through the Property and the Common Areas. Tenant shall have the non-exclusive use of Common Areas which Common Areas shall be maintained free of any and all obstructions, restrictions and the like.

31.0: TELEPHONE AND DATA SERVICES. The installation, maintenance and eventual removal of telephone, security and computer service to and throughout the Demised Premises shall be the responsibility of the Tenant. Tenant shall be solely responsible for the installation of telephone, security and computer service to the Demised Premises. The failure to

have such services up and ready upon the Demised Premises being ready for Tenant's possession pursuant to Section "7.0" herein shall not negate Tenant's acceptance of the Demised Premises pursuant thereto. Landlord grants to Tenant an easement or right of way that may be necessary over the Building for installation and maintenance of such telephone, security and computer service, provided same shall not interfere with Landlord, or Landlord's other tenants' use and enjoyment of the Building or their particular Demised Premises. Notwithstanding the provisions of Section "7.0", maintenance of telephone security and computer wiring and equipment shall be the responsibility of Tenant for the term of the Lease. Installation of wiring and equipment shall comply with all Regulations. All such wiring installed by Tenant shall become the property of the Landlord as of the date of the termination of the Lease.

32.0: JURY WAIVER. In the event that Landlord must proceed by summary proceeding to enforce any provision of the Lease, Tenant and Landlord hereby waive whatever right they may have to a jury trial with regard to any issues of law or fact in said proceeding.

33.0: INVALIDITY. The invalidity or unenforceability of any provisions of this Lease shall in no way affect the validity or enforceability of any other provision hereof. No failure of Landlord to enforce any term hereof shall be deemed to be a waiver.

34.0: PARKING. Landlord shall provide car parks for Tenant within the parking area as shown on Schedule "A". Landlord, at its sole option and discretion, reserves the right throughout the term of this Lease to assign Tenant specific car parks.

35.0: SUCCESSION. This Lease is binding upon and inures to the benefit of the assigns and successors in interest to the parties.

36.0: RULES AND REGULATIONS. Tenant shall comply with all reasonable rules and regulations which Landlord may establish from time to time for the protection and welfare of the Tenant, the Building, and all other tenants and occupants thereof. All such rules and regulations shall be uniformly applicable to all tenants and occupants of the Building to which it applies, and shall not interfere with Tenant's intended use of the Demised Premises.

37.0: QUIET ENJOYMENT. Landlord shall, at all times during the term of this Lease, allow Tenant quiet enjoyment of said Demised Premises.

38.0: FINANCING COOPERATION. Tenant will use its best efforts to cooperate with Landlord in satisfying the reasonable requirements of Landlord's mortgagee. Upon the commencement of the Lease Term, and at reasonable intervals thereafter, Tenant shall execute and return to Landlord the attached Schedule "D" Estoppel Certificate. Any such cooperation given by Tenant to Landlord in fulfillment of its obligations under this section shall not materially alter Tenant's rights under this Lease.

39.0: FINANCIAL STATEMENT. Tenant shall furnish to Landlord within ninety (90) days of the close of each fiscal year during the term of this Lease, its latest financial statement. This statement shall be for the confidential use of Landlord and its mortgagee only and for no other purpose.

40.0: ARBITRATION. Any dispute between Landlord and Tenant arising out of the provisions of this Lease, excluding whether Rent and/or Additional Rent was actually paid by Tenant to Landlord, shall be submitted to arbitration in such a manner as the parties may agree upon, or if they cannot agree, in accordance with the rules of the American Arbitration Association. As a condition precedent to such arbitration, Tenant must be current, and remain so throughout the arbitration, with all Monthly Base Rent and Additional Rent claimed by Landlord to be due and owing under this Lease, including payment of the Monthly Base Rent and/or Additional Rent disputed by Tenant.

41.0: JURISDICTION. The parties agree that venue for any judicial action shall be the County of Erie, State of New York. If either party does not maintain an office or residence in the County of Erie, State of New York at the time of the commencement of any action under this Lease, then such party hereby designates the Secretary of State for the State of New York as its agent for the service of process. Any matters involving this Lease shall be governed by the laws of the State of New York.

42.0: NO RECORDING. Neither this Lease nor any memorandum thereof shall be recorded.

43.0: SECTION CAPTIONS. Section headings set forth herein are for the convenience of the parties only, and the same shall not be deemed to limit or expand the terms and conditions set forth herein.

44.0: TENANT FURNITURE, FIXTURES AND EQUIPMENT. Except as otherwise specifically provided in this Lease, Tenant shall be solely responsible for its furniture, fixtures and equipment, modular walls or partitions, all communications, computers and telephone equipment and shall bear the sole cost and expense of any and all maintenance, installation and disassembly, removal, moving or storage of same.

45.0: LANDLORD'S REENTRY INTO THE DEMISED PREMISES UNDER NEW YORK PUBLIC HEALTH LAW. The Landlord acknowledges that its rights of reentry into the Demised 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 New York 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 Demised Premises or to initiate dispossess proceedings or that the Lease is due to expire, at lease 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.

46.0: LANDLORD TERMINATION RIGHT. In the event Tenant has not obtained the license(s) from the New York State Department of Health necessary to engage in the Permitted Use by July 1, 2015 (the "Termination Date"), then Landlord shall be permitted to terminate this Lease at any time on or after the Termination Date by written notice to Tenant, which termination shall be effective upon Tenant's receipt of such notice.

47.0: TENANT TERMINATION RIGHT. In the event the State of New York terminates the medical marijuana program enacted under Article 33 of the New York Health Law, then Tenant shall be permitted to terminate this Lease by (a) providing Landlord conclusive evidence of termination of such program, (b) providing Landlord two (2) months' prior written notice of such Lease termination, and simultaneously (c) paying Landlord a fee equal to six (6) months' rent.

48.0: ENTIRE AGREEMENT. This Lease and the Schedules and Riders attached, if any, form a part of this Lease together with the rules and regulations now or in the future adopted and promulgated by Landlord pursuant to Section "36.0" hereof, and set forth all of the covenants, promises, assurances, agreements, representations, conditions, warranties, statements and understandings ("Representations") between the Landlord and Tenant concerning the Demised Premises and there are no representations either oral or written between them other than those in this Lease.

This Lease supersedes and revokes all previous negotiations, arrangements, letters of intent, offers to lease, lease proposals, brochures, Representations and information conveyed, whether oral or in writing between the parties hereto or their respective representatives or any other person purporting to represent the Landlord or Tenant. Tenant acknowledges that it has not been induced to enter into this Lease by any representations not set forth in this Lease, that it has not relied on any such representations, no such representations shall be used in the interpretation or construction of this lease, and Landlord shall have no liability for any consequences arising as a result of any such representations.

Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon the Landlord or Tenant unless in writing and signed by each of them.

[Remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above mentioned.

THE UNILAND PARTNERSHIP OF DELAWARE L.P.

By: UNIVEST I CORPORATION
General Partner

By: _____
Nancy R. Dobson, Executive Vice President and Secretary

LABCARE, INC.

By: _____

_____
Daniel J. Casacci

_____
Kathleen M. Casacci

STATE OF NEW YORK)
) SS:
COUNTY OF ERIE)

On the 19TH day of MAY, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared NANCY R. DOBSON, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

LYUBOV S GOELZ
NOTARY PUBLIC, STATE OF NEW YORK
REGISTRATION NO. 01GO6105503
QUALIFIED IN ERIE COUNTY
COMMISSION EXPIRES FEBRUARY 9, 2016

STATE OF NEW YORK)
) SS:
COUNTY OF ERIE)

On the 15TH day of MAY, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared DANIEL CASACCI, 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.

LYUBOV S GOELZ
NOTARY PUBLIC, STATE OF NEW YORK
REGISTRATION NO. 01GO6105503
QUALIFIED IN ERIE COUNTY
COMMISSION EXPIRES FEBRUARY 9, 2016

STATE OF NEW YORK)
) SS:
COUNTY OF ERIE)

On the 15 day of May, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Daniel J Casacci, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Kathleen S Belson

KATHLEEN S. BELSON
Notary Public - State of New York
No. 01-BE6304990
Qualified in Niagara County
My Commission Exp. 06/02/2018

STATE OF NEW YORK)
) SS:
COUNTY OF ERIE)

On the 15 day of May, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Kathleen M Casacci, 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.

Kathleen S Belson

KATHLEEN S. BELSON
Notary Public - State of New York
No. 01-BE6304990
Qualified in Niagara County
My Commission Exp. 06/02/2018

35 & 55 CrossPoint Parkway

CrossPoint Business Park **Amherst, New York**

Building Plan

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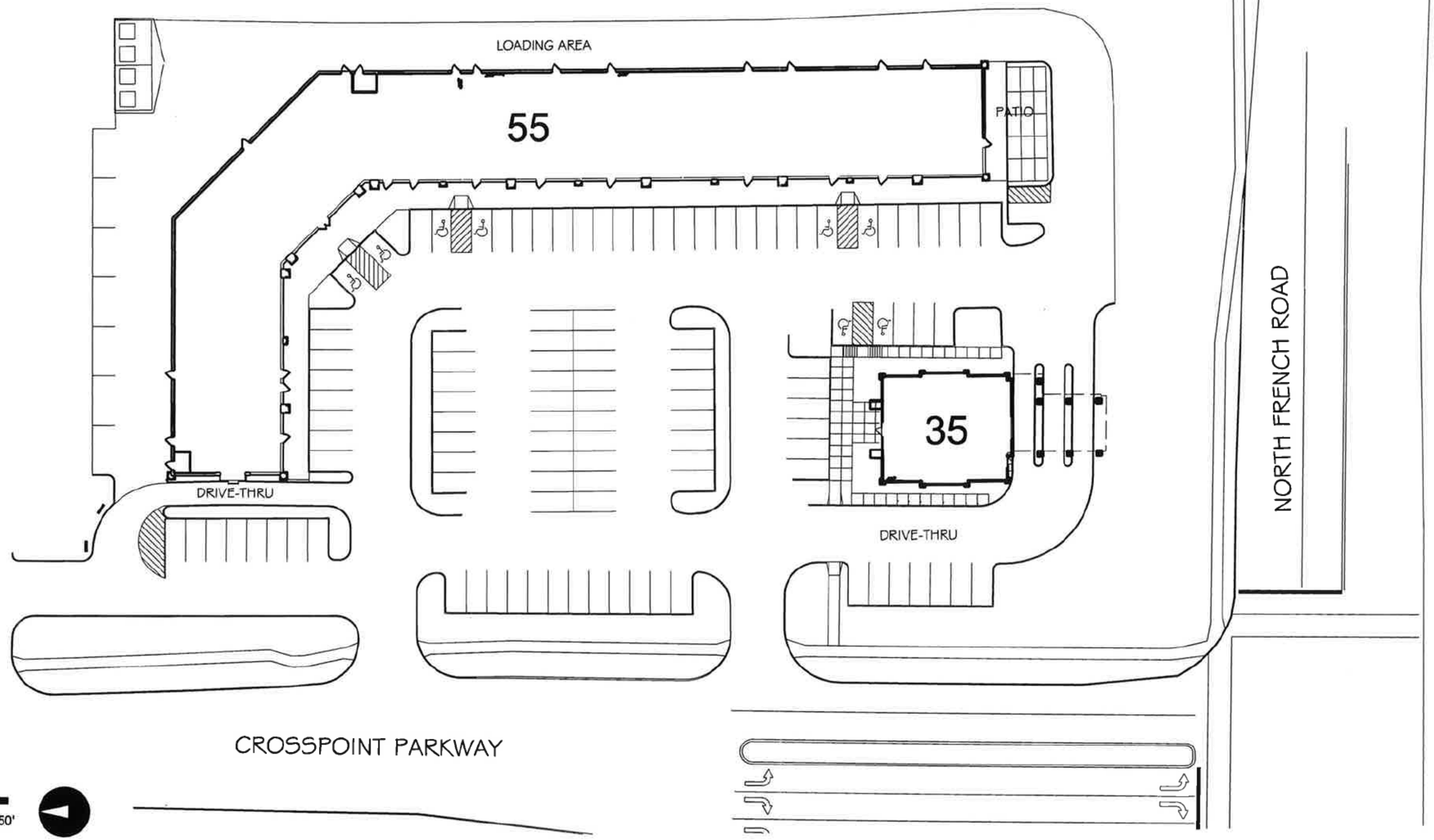
6320.99-SitePlan.pdf



This drawing, agreement, Exhibit and/or specification, is hereby identified and acknowledged as forming a part of the contract documents.
Dated 5/19/15 Schedule A

THE UNILAND PARTNERSHIP OF DELAWARE L.P.
Witness Lessor/Landlord
BY

LAB CARE, INC.
Witness Lessee/Tenant
BY

08/13/09

UNILAND DEVELOPMENT COMPANY
Amherst, New York 716.834.5000 uniland.com

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

This drawing, agreement, Exhibit and/or specification, is hereby identified and acknowledged as forming a part of the contract documents.
Dated 5/12/15 Schedule B

THE UNILAND PARTNERSHIP OF DELAWARE L.P.
Witness Lessor/Landlord
BY

LAB CARE, INC.

DANIEL J. CASACCI and KATHLEEN M. CASACCI
Witness Lessee/Tenant
BY

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

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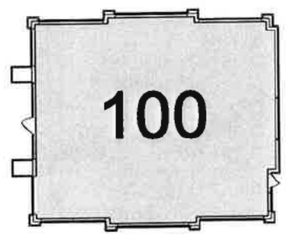

Location Plan

35 CrossPoint Parkway Suite 100 | **CrossPoint Business Park** | **Amherst, New York**

Uniland DEVELOPMENT

LabCare, Inc.
Proposed Floor Plan | Project #7945.00 | 05/12/15
University Corporate Centre | 100 Corporate Parkway | Suite 500 | Amherst, NY 14226-1295 | 716.834.5000 | uniland.com

SCHEDULE "C"

Tenant shall, on its own stationery, provide to Landlord upon acceptance or possession of the premises, the following:

"To Whom It May Concern:

On _____, 2015, THE UNILAND PARTNERSHIP OF DELAWARE L.P. entered into a Lease Agreement (Lease No. 7945), with LABCARE, INC., Daniel J. Casacci and Kathleen M. Casacci, for approximately TWO THOUSAND EIGHT HUNDRED SEVENTY-FIVE (2,875) square feet of office space located at 35 CrossPoint Parkway, Suite 100, Getzville, New York 14068. On the _____day of _____, 2015, Landlord tendered and Tenant accepted possession of the premises "as-is".

It is agreed by the parties that the Lease Commencement Date is _____, 2015 and the Lease Termination Date is _____, 2020."

SCHEDULE "D"

TENANT ESTOPPEL LETTER

_____

_____

_____

_____

Gentlemen:

The undersigned, a Tenant under a Lease dated _____ (the "Lease") between the undersigned and * (Landlord) for space comprising * (*) square feet ("Leased Premises") in the Building located at the * (the "Property"), understands that the Landlord is about to mortgage the property to _____

_____

in connection with which the Landlord's interest in the Lease may be collaterally assigned to the mortgagee.

The undersigned provides the following information to the best of its knowledge with respect to the Lease:

(a) The undersigned has accepted possession of the Demised Premises and has commenced paying rent under the Lease.

(b) The remaining term of the Lease, including any option or renewal term, is _____, expiring on _____.

(c) The annual base rent being paid is $ _____ .

(d) The amount of any advanced rent held by Landlord or any other party is _____.

(e) The date through which rent has been paid is _____.

(f) There are no outstanding defaults, notices of default, claims or offsets arising out of its leasehold (or if any, detail same).

(g) The Lease has not been modified or amended as of this date.

(h) The undersigned has not received notice of any prior assignment of the Landlord's interest under the Lease.

*

Dated: _____ _____

SCHEDULE "E"

ENVIRONMENTAL CONDITIONS QUESTIONNAIRE

FOR CALENDAR YEAR _____

TENANT: _____

PROPERTY ADDRESS: _____ **SUITE NO.** _____

TYPE OF BUSINESS: _____

DESCRIPTION OF CURRENT USE: _____

_____

1. Has your company received or applied for permits for the following activities on the Leased Premises:

   A. Air Emission sources
      Yes _____ No _____
   B. Water discharge (SPDES) (NPDES)
      Yes _____ No _____
   C. Storage or disposal of industrial, hazardous, medical or other wastes
      Yes _____ No _____
   D. Hauling or transporting of waste materials
      Yes _____ No _____
   E. Above or below ground storage tanks
      Yes _____ No _____
   F. Storage or handling of hazardous, flammable, explosive materials
      Yes _____ No _____

   If yes, copies of permits and related material must be submitted with this report.

2. Has your company received any present or previous violation notifications against the permits detailed in question No. 1?
   Yes _____ No _____

3. Has your company installed or caused to be installed any above or underground storage tanks on or about the Leased Premises?
   Yes _____ No _____

4. Does any electrical equipment, transformer, or capacitor, which your company has installed or caused to be installed, used, or stored on the Leased Premises, contain polychlorinated biphenols (PCB's)?
Yes _____ No _____

5. Has your company received notification concerning the unauthorized presence of hazardous or medical wastes on the Leased Premises?
Yes _____ No_____

6. Has your company agreed to any directive or order requiring compliance with any environmental law or regulation on the Leased Premises?
Yes _____ No _____

7. Has the Leased Premises ever been used for the disposal or storage of any type of hazardous or medical waste, solid, liquid or gas?
Yes _____ No _____

8. Will any wastes currently generated at the Leased Premises not be accepted by a municipal sewage disposal system, off-site solid waste energy recovery facility, or sanitary landfill?
Yes _____ No _____

9. Have there been any current or previous environmental, hazardous or medical waste inspections or investigations conducted on the Leased Premises by any governmental or regulatory body?
Yes _____ No _____

10. Have you noticed any liquids, discolorations, or suspect odors infiltrating the Leased Premises from adjacent premises or areas?
Yes _____ No _____

11. Have you noticed any visual signs of waste, chemical or other types of storage on adjacent premises or properties?
Yes _____ No _____

12. If any questions are answered with a "Yes", please provide any pertinent information below. If additional explanation is necessary or related documents are to be provided please submit them with the completed questionnaires.

_____

_____

_____

_____

Company: _____

Signature: _____ Date: _____

Name (Printed): _____

Title: _____

SCHEDULE F

LANDLORD RULES AND REGULATIONS

All references to Tenant include Tenant's employees, agents, visitors, contractors, subcontractors, and invitees. Rules and Regulations are applicable at all times including times before, during, and after business hours.

Common Areas
Interior and exterior Common Areas are intended for the quiet enjoyment of all tenants. Sidewalks, entrances, passages, vestibules, stairways, corridors and other Common Areas of the Building shall not be obstructed by the Tenant or used by the Tenant for any reason other than the intended use. Considerate and professional behavior by Tenants is required at all times. Use of Common Areas as a storage space is strictly prohibited.

Deliveries
All deliveries must be made to designated loading areas. Tenants shall be responsible to inform all companies making deliveries of the proper delivery procedures. Specific details regarding timing, use of wall, floor, and elevator protection, and designation of entrances and exits to be used must be arranged in advance. Any hand trucks or similar delivery and moving apparatus must be properly equipped to safeguard against damage to the Demised Premises, Building and/or the Complex.

Driving Practices
All users of the Complex and Building shall comply with traffic signage. Caution is to be used with maximum speeds not to exceed 10 miles per hour or other posted limit.

Fire
In the event of a fire emergency, everyone must follow fire safety practices and leave the Building in an orderly fashion. If possible, after leaving the structure for a safe location, notify authorities first and then Landlord.

Garbage and Trash Removal
All garbage and trash must be placed only in proper containers, removed on a daily basis, and never be placed in a Common Area.

Heavy Equipment or Furniture
Tenant must obtain Landlord's permission regarding the weight and position of safes, file cabinets, or other heavy equipment or furniture in order to verify floor load capacity.

Lighting
Promotional spot lighting, flashing lights, strobe lights, and/or neon lighting visible to the exterior of the Demised Premises or Building is prohibited.

Loading Zones
All loading zones must be kept free and clear of obstructions, pallets, and/or other debris. Loading zones may not be used for employee or visitor parking.

Move In/Move Out
All moving of furniture and/or equipment, files, etc., from or to the Demised Premises shall be coordinated with Landlord. During moves, all finished flooring shall be protected with a hard surface material throughout the entire area of the move, including Common Area carpets and flooring and all carpets and flooring within the Demised Premises. Door openings, walls, and elevators must also be protected.

Noise, Odors, etc.
Tenant shall not make or permit any disturbing noise and/or vibrations, odor, or other annoyance so as to interfere with other Tenants of the Building. All Tenants of the Building shall operate their respective businesses in such a manner as to ensure quiet enjoyment of all users of the Building and the Complex.

Parking
All parking areas shall be subject to the exclusive control and management of Landlord. Tenants, their employees, agents, visitors, contractors, subcontractors, and invitees shall park only in areas designated or assigned by Landlord.
Tenants shall respect areas designated as restricted, reserved, or assigned. Parking in handicap spaces is prohibited unless done so with the proper permit. Parking in fire lanes, roadway areas, entrances, restricted areas, or any area other than specified parking areas is strictly prohibited.
Designated visitor parking is intended for the sole use and benefit of all Tenant visitors expected to be in the Building for periods not exceeding two (2) hours. All employees and long term visitors must use the general parking areas.
Parking is for licensed, registered, insured vehicles only. No storage parking of any vehicles, trailers, etc., is allowed.
No vehicle in excess of a gross vehicle weight of 7,500 pounds, including any load, is allowed at any time.
Vehicles that are in violation of parking rules may be ticketed and may be towed at the vehicle owner's expense.

Public Gatherings
Tenant will not use the Complex or Common Areas of the Building for promotions or gatherings of any kind without Landlord's permission.

Security
Tenant will not compromise the security of the Building and Grounds at any time, including but not limited to the blocking doors open or overriding automatic locking devices.

Signage
Tenant is permitted to have identification signs conforming to the Building standard only. No signs, lettering, or banners shall be affixed by Tenant to any part of the exterior building or any exterior part of the Demised Premises (including, but not limited to, the entrance door and glass sidelight) or any part of the interior of the Demised Premises that is visible to the exterior of the Building and/or Common Area without Landlord approval.

Smoking
In accordance with the applicable local, state, federal or other municipal ordinances and Landlord-established regulations, there shall be no smoking in any interior Common Area. Smoking outside the Building will be allowed only in designated areas.

Solicitation/Distribution
Solicitation, peddling, distribution, canvassing, advertising or distributing other promotional materials within the Building or the Complex is prohibited.

Tenant Contractors
Access to the roof or Building mechanical rooms without prior consent of the Landlord is prohibited. All contractors granted access to these areas must take the necessary safety precautions and adhere to all accepted industry standards. The Landlord retains the right to monitor and/or supervise any work that is being performed.

Windows
Other than the Building's specified standards, window coverings, blinds, shades, etc. visible to the exterior may not be installed. Windows in the Demised Premises shall not be covered or obstructed. Tenant should refrain from placing articles on window sills.

General
No animals, except seeing-eye guides, are allowed in any Demised Premises, Building, Common Areas, or on Complex grounds.
The use of alcohol on the exterior grounds is prohibited.
Rules and Regulations are subject to change by Landlord.

Updated: January 2012

LabCare's Erie County Tonawanda Production Facility Facility Lease

Attachment C - LabCare, Inc.

COMMERCIAL LEASE AGREEMENT (TRIPLE NET)

Date of Agreement: July 1, 2014

1. **PARTIES.** This Agreement is between LabCare, Inc. ("Tenant") and Chapin 2080 Military LLC ("Landlord"). The undersigned are authorized representatives of Tenant and Landlord.

2. **PREMISES.** Subject to the terms and conditions in this Agreement, Landlord leases to Tenant, and Tenant leases from Landlord, 2080 Military, Tonawanda, New York ("Premises"), consisting of approximately 58,000 square feet.

3. **AGREEMENT TERM.** The term of this Agreement begins on August 1, 2015 , and ends at 11:59 p.m. on August 31, 2020 ("Agreement Term"). If Tenant vacates before the Agreement Term ends, Tenant shall be liable for the balance of the rent for the remainder of the Agreement Term.

4. **RENEWAL TERM.** If Tenant is not in default under this Agreement, Tenant shall have the option to renew this Agreement for two (2) extended term(s) of five (5) year(s) ("Renewal Term"). If Tenant chooses to exercise this renewal option, Tenant shall give Landlord written notice of Tenant's intention to renew at least 90 days prior to the expiration of the initial Agreement Term. The Renewal Term shall continue upon the same terms and conditions in this Agreement, except the annual; Base Rent for the first year of the Renewal Term shall be increased by 6% for each Renewal Term.

5. **BASE RENT.** For the first year of this Agreement Term, Tenant shall pay to Landlord an annual base rent of $246,500 payable in 12 equal installments of $20,541.67 per month ("Base Rent"), due to Landlord in full on the first business day of each month; Base Rate will increase each year by 2%

6. **PRORATION OF FIRST MONTH'S BASE RENT.** If applicable, Tenant shall pay to Landlord the pro-rated monthly Base Rent

7. **RENT CHANGES.** Landlord may change the rental amount or other Agreement terms subsequent to the Agreement Term by providing written notice to Tenant 30 days prior to the end of the Agreement Term. If Tenant becomes a holdover tenant or a month-to-month tenant, Landlord may change the rental amount or contract terms by providing written notice to Tenant at least 30 days prior to the end of such month-to-month tenancy.

8. **SECURITY DEPOSIT.** Tenant has deposited with Landlord the amount of $20,000.00 as security deposit against any breach of this Agreement by Tenant including but not limited to: damage to the Premises or Center, except for ordinary wear and tear; abandonment of the Premises; nonpayment of rent; late charges; and attorney's fees. Tenant may not apply the security deposit to the last month's rent or any other charges. Within the maximum time allowed under

applicable state law, Landlord shall return Tenant's security deposit with an itemized security deposit settlement statement listing any deductions.

9. **CHARGES AND FEES**: If Tenants fails to pay the rent in full by the first business day of the month, Tenant shall pay Landlord a late charge of $200. If any payment offered by Tenant to Landlord for rent or any other amount due under this Agreement is returned for lack of sufficient funds, a stop-payment, or any other reason, Tenant shall pay Landlord an insufficient funds fee of $50 plus late charges until Landlord receives acceptable payment. Landlord and Tenant agree that the charges and fees are a reasonable estimate of the administrative costs incurred by Landlord. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.

10. **TRIPLE NET PAYMENT - MAINTENANCE, REPAIR, TAXES AND UTILITIES**:

A. Landlord and Tenant intend for this Agreement to be a true triple net lease. All costs and expenses associated with operating, servicing, managing, maintaining and repairing the Premises shall be paid for by Tenant ("Operating Expenses").

i. Landlord shall keep the roof, windows, HVAC repairs and parking lot of the Premises in good repair except that Landlord shall not be required to make any repairs occasioned by the act or negligence of Tenant, its employees, subtenants, licensees and concessionaires.

ii. Except as otherwise provided herein, Tenant is responsible for and shall pay for all maintenance and repair services for the Premises including but not limited to interior and exterior repair, janitorial service and grounds maintenance. Tenant shall notify Landlord immediately of any emergency repairs. Tenant shall keep the Premises in good, clean condition and shall at its sole cost and expense, make all needed repairs and replacements, including replacement of cracked or broken glass, except for repairs and replacements required to be made by Landlord under this section. If any repairs required to be made by Tenant hereunder are not made within ten (10) days after written notice delivered to Tenant by Landlord, Landlord may at its option make such repairs without liability to Tenant for any loss or damage which may result by reason of such repairs, and Tenant shall pay to Landlord upon demand as additional rent hereunder the cost of such repairs plus interest. At the termination of this lease, Tenant shall deliver the Premises in good order and condition, normal wear and tear excepted. Normal wear and tear means deterioration which occurs without negligence, carelessness, accident or abuse.

B. In addition to the cost of repairs and maintenance, Operating Expenses also include but are not limited to the following:

i. Taxes and other Assessments. Tenants shall pay all taxes and other assessments against the Premises, including but not limited to real estate and personal property taxes (excluding the personal property of Landlord).

ii. Utilities. Tenant shall pay all utilities supplying to the Premises. Tenant shall be solely responsible for all utilities provided to the Premises.

iii. Insurance. Tenant shall pay for of Landlord's insurance policy premiums for the Premises, including but not limited to fire flood and hazard insurance. Landlord's insurance shall not cover Tenant's personal property. Tenant's obligation under this subsection is an addition to Tenant's insurance obligation set forth in Paragraph 17.

11. **TENANT IMPROVEMENTS:** As additional consideration for the Base Rent, Landlord shall provide the improvements set forth on Schedule A hereto for Tenant's benefit, use and enjoyment.

12. **OPTION TO PURCHASE**: The Tenant, as part of the consideration herein, is hereby granted the exclusive right, option and privilege of purchasing Premises during the term of this Lease or any extension thereof. Tenant may exercise this option by providing written notice to the Landlord at least thirty (30) days prior to the Annual Buyout Strike Date. The Annual Buyout Strike Date shall, each year, be the anniversary of the commencement of the Agreement Term, August 1, 2015. The Purchase Price of the Premises shall be as follows:

Buyout Strike Date	**Purchase Price**	
12 Months	$ 2,850,000	
24 Months	$ 2,920,250	
36 Months	$ 2,965,804	
48 Months	$ 3,011,666	
60 Months	$ 3,057,841	

The Purchase Price shall be updated upon any renewal term of this Lease. Closing and settlement shall be at a title company or attorney's office designated by the Landlord. All closing costs and any points, fees and/or charges imposed by the Tenant's lender shall be the sole responsibility of the Lender. Landlord shall only be responsible for its pro-rated share of the ad valorem taxes due as of the date of closing. IT IS THE TENANT'S SOLE RESPONSIBILITY TO ARRANGE FINANCING FOR THE TRANSACTIONS. LANDLORD HAS

MADE NO REPRESENTATIONS TO TENANT REGARDING THE AVAILABILITY OF FINANCING OF TENANT'S ABILITY TO QUALIFY FOR FINANCING.

13. **NOTICE TO QUIT AND HOLDOVER:** At least 30 days prior to the expiration of the Agreement Term, Tenant shall provide Landlord with written notice of Tenant's intention to vacate the Premises but the end of the Agreement Term. If such notice is not timely given, Tenant shall be liable for the rent due for the following month if the Premises are not rented to another tenant, If Tenant continues in possession of the Premises after the expiration of the Agreement Term, Tenant continues in possession of the Premises after the expiration of the Agreement Term, Tenant shall be deemed a holdover tenant and its tenancy shall be a month-to-month tenancy. During such month-to-month tenancy, the monthly rent shall increase to $6,000 and all other terms and conditions of the Agreement shall remain in effect, and Tenant must provide 30 days' written notice to Landlord of Tenant's intention to vacate the Premises. Landlord may elect not to renew this Agreement by providing written notice to Tenant 30 days prior to the end of the Agreement Term. Landlord may terminate a month-to-month tenancy by providing written notice to quit at least 30 days prior to the end of such month-to-month tenancy.

14. **PERMITTED USE OF PREMISES**. Tenant shall use the Premises for the following retail purpose only: Marijuana production. Tenant shall not use the Premises for any other purpose - retail or otherwise - without the prior written consent of the Landlord. Tenant shall not use the Premises in such a manner that: (A) violates any State law or ordinance, including State laws prohibiting the use, possession, or sale of the illegal drugs; (B) damages the Premises; (C) involves storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device; (D) creates waste; or (E) disturbs the peace and quiet of any other tenant. Tenant is responsible for the behavior of its agents, employees, guests and invitees.

15. **POSSESSION OF THE PREMISES**. Tenant shall be responsible for paying rent and complying with all terms of this Agreement after signing this Agreement, even if Tenant fails to take possession of the Premises. If Tenant fails to possess the Premises within seven days of the beginning of the Agreement Term, Landlord shall have the right to terminate this Agreement.

16. **DELAY OF OCCUPANCY**. In the event Tenant's occupancy of the Premises is delayed for constructions, repairs, cleaning, a holdover tenant, or any circumstances beyond the control of Landlord, this Agreement shall remain in effect, subject to the abatement of rent on a daily basis during the delay for the first seven days of the Agreement Term. If the delay of occupancy is longer than seven days, Tenant may terminate this Agreement by delivering written notice to Landlord. After such termination, Landlord's liability to Tenant is limited to the return of all sums previously paid by Tenant to Landlord under this Agreement.

17. **TENANT INSURANCE**. Tenant shall maintain at its own cost and expense at all times its own comprehensive commercial general liability insurance policy with a limit of no less than $1,000,000 per occurrence and any other insurance policies as the Lender's financial institution may from time to time request. Such policies shall name Landlord as an additional insured and shall protect both Landlord and Tenant from any claim, loss or liability arising from Tenant's occupancy of the Premises. Tenant's insurance company shall be subject to Landlord's approval, which approval shall not be unreasonably withheld. Upon Landlord's written request, Tenant shall provide Landlord with a copy of Tenant's current comprehensive commercial general liability insurance policy.

18. **SMOKING**. There shall be no smoking in the Premises by Tenant or Tenant's guests.

19. **ANIMAL RESTRICTIONS**. Except for service animals for the disabled, no animal is allowed in the Premises at any time.

20. **SIGNAGE**. Prior to installing any signage on or about the Premises, Tenant shall obtain Landlord's written approval and consent. Tenant shall install all signage at Tenant's sole expense. Tenant shall maintain its signage in good condition, and shall remove all of its signage at the termination of this Agreement. Landlord shall not be responsible for maintenance or repair of any of Tenant's signage.

21. **REIMBURSEMENT**. Tenant shall immediately reimburse Landlord for any loss, damage, cost, or repair caused by Tenant or Tenant's guest. Tenant's unpaid balances will incur interest at the highest lawful rate.

22. **MAINTENANCE AND REPAIRS**. Tenant shall maintain the Premises in good, safe and sanitary condition. Tenant shall make all necessary repairs to the Premises, at Tenant's expense. Repairs must conform to a professional standard of quality. Repairs include but are not limited to routine repairs of floors, walls, ceilings, and other parts of the Premises.

23. **SURRENDER**. Upon termination of the tenancy, Tenant shall return the Premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear. Tenant has examined the Premises, including appliances, fixtures, carpets, and paint, and has found them to be in good, safe, and clean condition and repair, except as noted in the inspection checklist, if any.

24. **RENOVATIONS AND ALTERATIONS.** Tenant shall notify Landlord of its intention to perform renovations at least thirty (30) days' prior to the commencement of such renovations. Landlord must approve in writing all Tenant renovations to the property prior to their commencement. Failure to notify the Landlord and receive written authorization for any such renovations shall result in liquidated damages in the amount necessary to restore the Premises to their condition prior to such unauthorized renovations. In addition, Tenant shall not

make any alterations to the Premises without the prior written consent of Landlord. Any alterations that Tenant performs with Landlord's consent must conform to a professional standard of quality. Any alteration performed by Tenant shall become the property of Landlord, and Tenant shall not be entitled to any compensation for such alteration.

25. **COMPLIANCE WITH LAWS**. Tenant shall, at Tenant's sole expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders and requirements regulating Tenant's use of the Premises. Landlord shall be responsible for compliance with any statute, ordinance, rule, regulation, order or requirement that is not related specifically to Tenant's use of the Premises.

26. **QUIET ENJOYMENT**. Subject to the terms and conditions of this Agreement, including but not limited to the provisions of Paragraph 25, Tenant shall be entitled to quiet enjoyment of the Premises so long as Tenant is not in default under this Agreement.

27.

LANDLORD'S RIGHT TO ACCESS. The secure nature of the business requires that the owner or their representatives will not be allowed inside the facility unless accompanied by authorized LabCare personnel. No recording devices will be allowed inside the facility other than devices owned by LabCare, Inc. Landlord may enter the Premises at reasonable times for the following purposes: (A) to inspect the Premises; (B) to show the Premises to prospective purchasers, lenders or tenants; or (C) to make repairs, improvements or additions to the Premises. Landlord's access shall not unreasonably interfere with Tenant's business on the Premises. Landlord may, at any time during this Agreement, place a "for sale" sign on or about the Premises. Landlord may, during the last 90 days before the expiration of this Agreement, as amended or renewed, place a "for lease" sign on or about the Premises.

28. **LIEN AND PERSONAL PROPERTY**.. If Tenant leaves behind any personal property after move-out, abandonment, or eviction, Landlord shall have the right to remove and dispose of said personal property in any manner that Landlord chooses at Tenant's sole risk and expense, without any recourse by Tenant. Tenant shall indemnify Landlord for any cost or against any claim for damages in association with the removal, disposal, or storage of such personal property.

29. **INDEMNIFICATION**. Tenant shall indemnify and hold harmless Landlord and Landlord's agents, employees, partners, officers, directors, managers, members, and shareholders from all liability and claims for any personal injury or property damage caused by the act, omission or negligence of Tenant or Tenant's guest or invitee.

30. **SUBORDINATION**. This Agreement is subordinate to any existing or future mortgage or deed of trust.

31. **ESTOPPEL CERTIFICATES**. Within 20 days of Landlord's written request to Tenant, Tenant shall provide Landlord with a complete, accurate written statement certifying the existence and terms of this Agreement as well as any other requested information related to this Agreement. Tenant shall provide this information in the form and manner requested by Landlord.

32. **RELEASE OF TENANT INFORMATION TO THIRD PARTIES**. Tenant authorizes Landlord to provide normal business information about Tenant, including Tenant's rental history, to a third party who requests the information for a legitimate governmental, judicial, law enforcement, or business purpose.

33. **CONDEMNATION**. If any part of the Premises material to Tenant's use of the Premises is condemned, this Agreement shall end and all condemnation proceeds shall belong to Landlord.

34. **DAMAGE AND DESTRUCTION**. In the case the Premises are destroyed by fire or other casualty, if the Premises cannot be repaired within 90 days, this Agreement shall terminate as of the date of the destruction. If the Premises can be repaired, at a cost not to exceed any insurance proceeds received by Landlord, all rent shall abate until the Premises are restored to their previous condition, and this Agreement shall continue in full force and effect. If Tenant causes such destruction, rent shall not abate. If the cost to repair and restore exceeds all insurance proceeds received by Landlord, Landlord shall have the option to terminate this Agreement with 60 days' written notice to Tenant.

35. **NO PARTNERSHIP OR JOINT VENTURE**. Landlord is not and shall not be a partner or joint venturer of Tenant.

36. **FORCE MAJEURE**. If Landlord or Tenant cannot reasonably perform its obligations under this Agreement because of a natural disaster, war, terrorist activities, strike, lockout, labor trouble, civil commotion, an act of God, or any other event beyond Landlord's or Tenant's control (except for non-availability of funds), the party shall not be in breach of this Agreement if the party diligently performs the obligations after the end of the force majeure event. The non-performing party shall give written notice to the other party as soon as commercially practicable in the event of non-performance due to a force majeure event.

37. **ASSIGNMENT, SUBLETTING, AND RELEASE**. Tenant shall have the right, without Landlord's consent, to assign this Agreement to an entity with which Tenant merges or consolidates, any subsidiary of Tenant, any entity under common control with Tenant, or a purchaser of substantially all of Tenant's assets. Except as set forth above, Tenant shall not sublease any part of the Premises or assign this Agreement without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Landlord agrees to release Tenant from this Agreement if Tenant finds a replacement tenant, acceptable to Landlord, who will sign a new lease for the remaining term. The replacement tenant must

pass Landlord's background check(s), and must be similar in character and quality to other tenants on the Center. Landlord may charge Tenant a reasonable administrative fee for any assignment, sublet, or release.

38. **GROUNDS FOR TERMINATION OF TENANCY**. The failure of Tenant or Tenant's guests or invitees to comply with any term of this Agreement, including payment of rent, the misrepresentation of any material fact on Tenant's rental application, Tenant's bankruptcy or abandonment, or any other occurrence provided under law shall be grounds for termination of the tenancy, with appropriate notice to Tenant and procedures as required by law. Upon default by Tenant, all remaining rent shall be accelerated and immediately due, if Landlord provides written notice to Tenant.

39. **ATTORNEY'S FEES**. Tenant shall pay for Landlord's legal fees and court costs associated with any default by Tenant. In any action or legal proceeding to enforce any part of this Agreement, the prevailing party shall recover reasonable attorney's fees and court costs.

40. **NOTICES**. Unless otherwise specified in this Agreement, under law, or as otherwise agreed to in writing between Landlord and Tenant, all notices provided by this Agreement shall be in writing and shall be delivered to the other party personally, or sent by first class mail, postage prepaid, or securely and conspicuously posted, as follows:

    A. To Tenant: the Premises, or at Tenant's last known address

    B. To Landlord: Chapin 2080 Military LLC, PO Box 492, Amherst NY 14226

41. **ADDITIONAL PROVISIONS**. Additional provisions are as follows: Tenant shall have the option to rent the adjacent unit as long as Tenant provides written notice to Landlord by _____.

42. **VALIDITY OF EACH PART**. If any portion of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.

43. **CONTINGENCIES**. The performance of each party's rights and obligations under this Lease Agreement is contingent on the following two conditions (1) Chapin 2080 Military LLC successfully consummating the purchase of the Premises from the seller (2) and that the purchase price is no greater than $2,400,000. If either of those conditions are not met by September 15, 2015, then this lease shall be null, void and unenforceable.

44. **ENTIRE AGREEMENT**. This Agreement constitutes the entire agreement between Landlord and Tenant. No promises or representations, other than those contained herein or implied by law, have been made by Landlord or Tenant. Any addendum or modification to this Agreement must be in writing and signed by Landlord and Tenant.

45. **Brokers.** Landlord and tenant respectively represent and warrant to each other that neither of them has consulted or negotiated with any broker or finder with regard to the Building except Pyramid Brokerage Company of Buffalo, Inc. whose fees and commissions shall be paid by Landlord. Each party hereto agrees to indemnify, defend and hold the other party harmless from and against all other claims for brokerage commissions and finder's fees arising from or attributable to the acts or omissions of the indemnifying party or any party or entity acting or purportedly acting on behalf of the indemnifying party.

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

47. Execution of the lease is contingent on LabCare, Inc. receiving and maintaining a license from New York State to grow/dispense medical marijuana with the Department of Health approval of the facility.

48. For the first 6 months, after the currently tenants have moved out of the building, we propose paying only the tax amount of in order to do building repairs and modifications to the existing facility. Our intention is to put in several hundred thousand dollars` worth of building improvements including epoxy sealed floors, sealed ceilings, office space improvements, security and other permanent changes to the property. We will also be adding an additional 2 to 3 Megawatt permanent electrical substation for the facility. In addition we ask that we are allowed to occupy the phase three area prior to the current tenant moving out and not paying any rent. (As long as we have a New York State growing license)

49. LabCare, Inc. will have the use of office dividers, desks, chairs, tables, vault, and window treatments for the duration of the rental period which shall be included in the lease price.

Dated as of the date first set forth above.

LANDLORD	TENANT
Signature:	Signature
By: Scott Cassety	By: Daniel J Casacci
Title: Managing Member	Title: President

SCHEDULE A
TENANT IMPROVEMENTS

1. Tenant will provide all improvements; Landlord will not be responsible for any improvements. All improvements must be reviewed by landlord.

LabCare's Monroe County Fairport Dispensary Facility Lease

Attachment C - LabCare, Inc.

AGREEMENT OF LEASE

By and Between

JAY BIRNBAUM – COURTNEY COMMONS, LLC

As Landlord,

and

LABCARE, INC.

As Tenant,

LOCATION: Courtney Commons
S/E Corner of Pittsford-Palmyra Road
and Courtney Drive
Town of Perinton, Monroe County
New York

DATE: _____ _____, 2015

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LEASE

AGREEMENT OF LEASE, made the _____ day of _____, 2015, by and between JAY BIRNBAUM – COURTNEY COMMONS, LLC, a New York limited liability company, with an office c/o Jay Birnbaum Company, 2850 Clover Street, Pittsford, New York 14534 (hereinafter called "Landlord") and LABCARE, INC., a New York corporation, with an address of at 31 Clearwater Drive, Amherst, New York 14228 (hereinafter called "Tenant").

WITNESSETH:

SECTION 1

DEMISED PREMISES

1.1 The Landlord hereby leases to the Tenant and the Tenant hereby takes from the Landlord, for the term and upon the terms, covenants and conditions set forth in this Lease premises located at the S/E corner of Pittsford-Palmyra Road (NYS Route 31) and Courtney Drive, Town of Perinton, Monroe County, New York, known as Courtney Commons ("Shopping Center"); more specifically, approximately 3,037 square feet described as Suite "A" in a commercial building ("Building"), together with all rights, privileges, easements and appurtenances belonging thereto, hereinafter referred to as the "Demised Premises", and described on Exhibit "A" attached hereto.

SECTION 2

USE

2.1 Tenant shall use the Demised Premises for the legal by sale of medical marihuana as duly authorized by the State of New York,

2.2 The Tenant shall not, without Landlord's permission, use or allow upon the Demised Premises anything which will invalidate any policy of insurance now or hereafter carried on the Building or on any of the contents thereof, or which may be dangerous, or which will cause an increase in the rate of public liability insurance or fire insurance on the Building or contents in any of the other business establishments of the Shopping Center, whether of the Landlord or of other tenants; if Landlord grants said permission, it shall be solely on the condition that Tenant will pay on demand any increase in public liability insurance premiums or fire insurance premiums on the Building or on the contents of the Building resulting from said use; nor permit any objectionable noise; nor permit any offensive odors to be emitted; nor do or permit anything tending to create a nuisance or to disturb any other tenant or the occupants of neighboring property; nor do anything tending to injure the reputation of the Shopping Center, and Tenant shall not conduct or allow upon the Demised Premises any business which is contrary to law.

2.3 Tenant may at any time cease operation of its business on the Demised Premises and Tenant's sole and exclusive liability hereunder shall be limited to the guaranteed minimum rent and additional rent provided that Tenant shall continue to perform all other covenants of Tenant provided in this Lease. If Tenant closes the Demised Premises to the general public for sixty (60) consecutive days, for reasons other than repair, restoration, remodeling, casualty, eminent domain, or assignment/subletting, Landlord shall have the option, to be exercised within fifteen (15) days after the end of said sixty (60) days, to terminate this Lease upon ten (30) days written notice to Tenant. If Landlord elects to terminate this Lease, Tenant shall surrender the Demised Premises as herein provided and shall be released and relieved of any and all further obligations hereunder, effective as of the date of termination of the Lease.

SECTION 3

TERM

3.1 The term of this Lease shall be for a period of sixty-three (63) months commencing on the date August 1, 2015 ("Commencement Date"), and ending on the last day of the sixty-third month following the Commencement Date occurs, which is October 31, 2020. If these dates change, Landlord and Tenant agree to sign a letter confirming the Commencement Date and Rent Commencement Date (as hereinafter defined) as each occurs.

3.2 The term "Lease Year" shall mean each twelve-month period beginning on the Rent Commencement Date and each yearly anniversary thereafter, provided the Rent Commencement Date is on the first day of the month. If the Rent Commencement Date is on any other day than the first day of the month, then the Lease Year shall begin on the first day of the second month following the end of the month during which the Rent Commencement Date occurs. Any period prior to the first Lease Year or any period subsequent to the last Lease Year within the term of the Lease, as it may be extended, shall be adjusted with respect to guaranteed minimum rental, additional rent, or any other matters or charges provided in this Lease in which the Lease Year is a factor.

3.3 Tenant shall have possession of the Demised Premises on the Commencement Date subject to the terms of this Lease for the purpose of making all improvements and installations necessary for the opening of its business.

SECTION 4

RENT

4.1 Tenant covenants and agrees to pay to Landlord, c/o Jay Birnbaum Company, 2850 Clover Street, Pittsford, New York 14534 or such other place as the Landlord may

from time to time designate by written notice, guaranteed annual rent, in advance, in equal monthly installments beginning on the first day of the first month following the Rent Commencement Date or if the Rent Commencement Date is on the first day of a month, then on the Rent Commencement Date, and on the first day of each and every month during said term, without any setoff or deduction whatever, in the amounts set forth in the Rent Schedule attached as Exhibit "C" to this Lease.

4.2 Any rent due for the period from the Rent Commencement Date and the first day of the next month after the Rent Commencement Date shall be pro-rated and paid upon the Rent Commencement Date.

4.3 It is intended that this Lease yield to Landlord a gross return from the Demised Premises equal to the guaranteed annual rent, which may be referred to herein as "rent".

4.4 Guaranteed annual rent shall be paid without notice, demand, counterclaim, setoff, deduction, defense or abatement.

4.5 The Rent Commencement Date shall be November 1, 2015.

SECTION 5

IMPOSITIONS

5.1 For the purpose of this Section 5, the term "Impositions" shall mean all real property taxes, assessments, embellishments, sewer and water taxes and charges, pollution, pure water, and other environmental control charges, and other governmental charges, general and special, ordinary and extraordinary, of any kind or nature assessed, levied, confirmed, imposed or which become a lien upon the Shopping Center, including the Demised Premises, for and in respect of any tax period during the term of this Lease. Landlord shall pay all Impositions.

5.2 If Landlord desires to protest, appeal, or institute proceedings with respect to the Impositions assessed against the Shopping Center of which the Demised Premises are a part, Tenant agrees to cooperate with Landlord in such protest, appeal or other proceedings.

SECTION 6

COMMON AREAS

6.1 The parking areas, driveways, walks, curbs, landscaped areas, entrances and exits, and all other areas within the Shopping Center of which the Demised Premises are a part designated by Landlord for the common use or benefit of its tenants are referred to herein as the "Common Areas". Landlord may, at any time and from time to time, construct any new structures upon the Common Areas and make any changes in the plan, layout, design, area or size of the Common Areas and the lighting which it, in its sole and exclusive discretion, may deem advisable. Landlord may at any time close a portion of the Common Areas to make repairs or changes therein or to effect construction, repairs or changes to the Shopping Center, to prevent the acquisition of public rights in such areas, or to discourage non-customer parking. Tenant shall have the non-exclusive right, in common with Landlord and all others to whom Landlord has granted or may hereafter grant such right, to use the Common Areas for their intended purpose; provided that all delivery vehicles shall be parked only at the rear of the Building (as shown on Exhibit "A" to this Lease) and all employees of Tenant shall park only in the New York State Park-n-Ride lot adjoining the Shopping Center to the south.

6.2 Landlord agrees to operate, manage, equip, light, repair and maintain the Common Areas and to cause the parking areas and access and ingress roads to be suitably paved and marked for parking and traffic flow and to be reasonably free of refuse, snow and ice. Landlord may deposit accumulated ice and snow on portions of the Common Areas as may be necessary

under the circumstances. If any ice cannot be removed with reasonable effort on the part of Landlord, it will be sufficient for Landlord to spread sand or other abrasive substance over the ice, but when it is convenient to remove such ice, it shall be Landlord's obligation to remove the same. Landlord agrees to fill any potholes in the parking area and to reseal and restripe the parking area, and to resurface the parking area as Landlord reasonably deems necessary. Landlord will also maintain and replace, as necessary, the sidewalks on and adjoining the Common Areas, the front elevation installations and the signage in the Common Areas.

SECTION 7

OPTION TO RENEW

7.1 The Landlord covenants to renew this Lease for one (1) additional period of five (5) years (such period being a "Renewal Term"), at the option of the Tenant, under the same terms and conditions (excepting the clause relative to renewal and excepting as hereinafter provided), provided the Tenant has duly performed the agreements, terms and conditions herein set forth and provided that Tenant shall have given to Landlord notice in writing of it election to renew, not later than six (6) months before the expiration of this Lease. If prior to the expiration of this Lease, Tenant has not given Landlord notice in writing of its election to renew as provided herein, then the Tenant holding over shall be deemed to be a tenant from month to month only, upon the same terms and conditions as specified in this Lease, except that the monthly rent shall be 125% of the monthly rent in effect on the last month of the term of this Lease. If the Tenant does not vacate the Demised Premises at the end of a Renewal Term, then the Tenant holding over shall be deemed to be a tenant from month to month only, upon the same terms and conditions as specified in this Lease, except that the monthly rent shall be 125% of the monthly rent in effect on the last month of the Renewal Term.

7.2 Tenant shall pay to Landlord for the Demised Premises during the Renewal Term, in lawful money of the United States, a guaranteed monthly or annual rent, in equal monthly installments, in advance and without effect or deduction, on the first day of each and every month of the Renewal Term. The amount of guaranteed annual rent shall be as provided in Exhibit "C" to this Lease.

SECTION 8

INSURANCE

8.1 Tenant shall maintain, in an approved casualty company qualified to do business in the State of New York, at its own expense, as additional rent, public liability and property damage insurance with coverage of at least $2,000,000 naming Landlord and any designee of Landlord, including any master lessor and mortgagee, as additional insureds. Each such insurance policy shall contain a contractual liability endorsement specifically covering the indemnities set forth in this Lease. Liability insurance shall cover physical or property damage to continuous or adjacent property owned by the Landlord for acts caused by Tenant, its agents, employees, invitees, and customers. Should the Tenant fail to pay the premium on said policies, Landlord may pay the same and charge the cost thereof to the Tenant as additional rent on the next rental payment date. Tenant further agrees to maintain at its own expense fire and casualty insurance covering all of its fixtures and contents placed in or upon the Demised Premises, and also all plate glass. Written confirmation for the above policies (ACORD 28 for property damage and ACORD 25S for liability or substantially equivalent documentation) shall be furnished to Landlord on or before the commencement of the term of this Lease and shall contain an endorsement by the insurer agreeing to give Landlord thirty (30) days' written notice before canceling the coverage for any reason.

8.2 Landlord and Tenant each hereby release the other, its officers, directors, employees and agents, from liability or responsibility (to the other or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage to Demised Premises covered by valid and collectable fire insurance with standard extended coverage endorsement, even if such fire and other casualty shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible. However this release shall apply only to loss or damage:

(a) Actually recovered from the insurance company; and

(b) Occurring during the period of time as the releasor's fire or extended coverage insurance policies shall contain a clause or endorsement to the effect that any release shall not adversely affect or impair such policies or prejudice the right of the releasor to recover thereunder.

Landlord and Tenant each agree that any fire and extended coverage insurance policies carried by each of them respectively and covering the Demised Premises or their contents will include a clause or endorsement as set forth above as long as the same shall be obtainable without extra cost, or, if extra cost shall be charged therefor, so long as the other party pays such extra cost. If an extra cost shall be chargeable therefor, each party shall advise the other of the amount of the extra cost.

SECTION 9

ALTERATIONS

9.1 Tenant, with the consent of Landlord, and, if required by any mortgage, the consent of Landlord's mortgagee, may make changes, alterations, additions, or improvements in, on

or to the Demised Premises, necessary to use and occupy the Demised Premises, at its own cost and expense upon the following terms and conditions:

(a) The Tenant shall notify the Landlord in writing, specifying in detail the alterations or additions contemplated.

(b) Such notice shall be accompanied by a plan, blue print or diagram showing such proposed alterations or additions, and a bid or contract signed by a reputable builder or contractor, undertaking to perform said work as shown in said plan, blue print or diagram for a specified cost stated therein.

(c) The Landlord shall, within fifteen (15) days of receipt of such notice, indicate in writing its approval or disapproval of said contemplated alterations or additions.

(d) If the Landlord approves thereof and the specified cost as above stated is less than $10,000.00, such approval shall constitute the necessary consent to such alterations or additions. If, however, the aforesaid specified cost is in excess of $10,000.00, then no consent of the Landlord shall be valid or binding upon it until the Tenant furnishes the Landlord a certificate or policy of liability insurance in the total amount of $2,000,000 protecting Landlord from any liability for injury to persons or property arising, directly, or indirectly, from the making of such alterations or additions by Tenant, and a bond agreeing to indemnify the Landlord against any and all claims, losses or damages resulting from the failure of the Tenant, its agents, servants and employees or independent contractors to fully complete said alterations or additions in accordance with said plans or blueprint, or to fully pay therefor. Such policy and such bond shall be in a recognized insurance company or surety company authorized to do business in the State of New York, satisfactory to Landlord and in form satisfactory to Landlord.

(e) Tenant shall conform to all applicable laws and ordinances of the appropriate governmental authorities having jurisdiction over the Demised Premises.

9.2 Notwithstanding the foregoing, Tenant may not increase the floor area of the Demised Premises or make alterations affecting the roof, structural walls or HVAC equipment, but may make interior non-structural alterations and all required repairs pursuant to this Lease.

SECTION 10

IMPROVEMENTS AND FIXTURES

10.1 All construction, alterations, additions and improvements, whether temporary or permanent, fixed or movable, made and maintained in or on the Demised Premises, either by the Tenant or Landlord, but excluding the Landlord's Personal Property (as defined in Section 10.2 of this Lease) and installed by Tenant and attached to interior walls, shall become the sole property of the Landlord, and may not be removed by the Tenant, upon termination of this Lease, provided, however, should Tenant request and Landlord give the Tenant the right of removal, and/or following Tenant's removal of the items included in Tenant's Work, Tenant shall restore the Demised Premises to substantially the same condition as prior to installation of the removed item(s) at its sole expense.

10.2 Tenant shall have use of all vaults, under counter steel, and the security system now in the Demised Premises. Tenant shall also have use of all furniture, including, without limitation, desks, tables, chairs and window treatments now in the Demised Premises (collectively the "Landlord's Personal Property"), which shall be left in the Demised Premises upon expiration of this Lease. Landlord will provide Tenant with an inventory list of Landlord's Personal Property prior to the Commencement Date.

SECTION 11

REPAIR, MAINTENANCE AND CONDITION OF PREMISES

11.1 Tenant accepts the Demised Premises in "as-is" condition.

11.2 Throughout the term of this Lease, Landlord shall make all necessary repairs to the foundations, non-party walls, the roof and other repairs that must be capitalized for income tax purposes. Landlord shall also hire a reputable contractor to perform a preventative maintenance service contract on the HVAC system in the Demised Premises ("HVAC Maintenance Contract"). Tenant shall make all other non-structural repairs to the exterior and interior of the Demised Premises, and to the fixtures and equipment, including, but no limited to, the maintenance of all plumbing and electrical fixtures and equipment, and interior gas line and related fixtures from the interior wall to the furnace, which repairs shall be in quality and class equal to the original work. Upon the expiration or other termination of the term of this Lease, Tenant shall remove all property of the Tenant as provided in Section 10 and shall quit and surrender to the Landlord the Demised Premises, broom clean, and in good order and condition, ordinary wear excepted.

11.3 Tenant shall keep the Demised Premises clean, both inside and outside, and in first class condition, at its own expense and will remove the garbage and other refuse from the Demised Premises. Tenant also agrees to keep the parking area adjoining the Demised Premises free from rubbish, dirt, garbage and other refuse, and to keep the sidewalk area in front of the Demised Premises free from snow, ice and rubbish. Tenant agrees to keep all accumulated trash in covered containers and to have the same regularly put in the dumpsters at the Shopping Center provided by Landlord, and shall not keep such trash inside the Demised Premises. In the event Tenant fails to keep the Demised Premises and other portions heretofore described in proper

condition, the Landlord may cause the same to be done for the Tenant, and the Tenant hereby agrees to pay the expenses hereof on demand, as additional rent.

11.4 Landlord represents that the HVAC, plumbing, water heater and electrical systems serving the Demised Premises will be in good working order on the Commencement Date.

SECTION 12

UTILITIES AND SERVICES

12.1 Tenant shall pay directly to the utility company involved, as additional rent, for all utility services to the Demised Premises, including, but not limited to, sewer rent, heat, power, electricity, gas and any taxes or assessments related to the above utilities.

12.2 Tenant shall pay as additional rent, with ten (10) days after delivery of an invoice, the charge for water to the Demised Premises, as determined by Landlord based upon a submeter.

12.3 Tenant shall always maintain the heat within the Demised Premises to adequately protect the Building and utility lines therein.

12.4 Within ten (10) days after a bill is rendered therefor, Tenant shall pay to Landlord a sum equivalent to any sewer rent or charge, or any other tax, rent, levy or charge imposed in connection with Tenant's use, consumption or supply of water, water system, or sewerage connection or system. If any sewer or water rent, charge, tax or levy is imposed against the shopping area, Tenant shall pay such bill within ten (10) days after Landlord renders a statement therefor.

12.5 Tenant authorizes Landlord to obtain billing records for all utility services to the Demised Premises during the term of this Lease from the providers of such utility services, as more particularly set forth in Exhibit B to this Lease.

SECTION 13

SIGNS

13.1 Tenant shall erect only one (1) sign on the facade of the Building advertising the Tenant's business as shall be approved by the Landlord, in writing, as to the size, type, and location thereof, which approval by the Landlord shall not be unreasonably withheld. All signs shall be channel letters with black faces and otherwise compatible with the signage design in the Shopping Center and shall conform to and meet all requirements of the proper governmental authorities having jurisdiction. All permits and licenses for signs shall be obtained by Tenant. Tenant shall not exhibit, inscribe, paint or affix any other sign, advertisement, notice or other lettering on any part of the exterior of the Demised Premises, on the Building or on the roof without first obtaining the Landlord's written approval therefor.

13.2 Tenant shall at all time maintain any sign or lettering as may be approved in good condition and repair and shall save Landlord harmless from injury to persons or property arising from the erection and maintenance of any such sign. Tenant agrees to repair any damage to the roof, roofing bond, or walls of the Demised Premises resulting from the installation, use and removal of any signs. Upon vacating the Demised Premises, Tenant agrees to remove all signs and repair all damage caused by such removal.

SECTION 14

MECHANIC'S LIENS

14.1 Tenant shall indemnify and save harmless Landlord against all loss, liability, cost, attorneys' fees, damages or interest charges as a result of any mechanic's lien or other lien filed against the Demised Premises as a result of any act or omission or as a result of any repairs, improvements, alterations or additions made by Tenant or its agents or employees. Tenant shall, within ten (10) days of the filing of any such lien and notice given to Tenant, remove, pay or cancel said lien or secure the payment of any such lien or liens by bond or other acceptable security. Landlord, at its option, after ten (10) days' written notice to Tenant, may pay the said lien or bond it in its discretion without inquiring into the validity thereof and Tenant shall forthwith reimburse Landlord for the total expense incurred by Landlord in discharging or bonding the said lien as additional rent hereunder. Tenant shall have the right, at all times and at its own expense, to contract and defend on behalf of Tenant or Landlord, any action involving the cancellation, validity or removal of such lien or liens, upon giving adequate security to the Landlord for payment of such lien.

SECTION 15

LIABILITY

15.1 "Claims" shall mean any claims, suits, proceedings, causes of action, responsibility, liability, demands, judgments and executions.

15.2 Landlord and Landlord's agents and employees shall not be liable for, and Tenant waives, any and all Claims for damages to persons and property sustained by Tenant or Tenant's agents, employees, assigns, licensees, concessionaires, invitees, or any person claiming through said parties resulting from any accident or occurrence in or upon the Demised Premises, excepting only Claims caused by the negligence of Landlord, its agents and employees. Said waiver shall include, but not be limited to, Claims for damage to person or property resulting from

any equipment or appurtenance out of repair, defective electrical, heating, air-conditioning, plumbing, sewer, water system or installations or from the operation of said equipment or installation, or damage by broken glass, ice, water, snow, gas entering the Demised Premises, or for the acts, omissions or negligence of trespassers.

15.3 The Tenant shall be liable for any damage to the Building or property therein which may be caused by its act or negligence or the acts of its agents, employees or customers and the Landlord may, at its option, repair such damage and the said Tenant shall thereupon reimburse and compensate the Landlord as additional rent within five (5) days after rendition of a statement by the Landlord for the total cost of such repair and damage. Tenant hereby indemnifies and agrees to save harmless Landlord, any master lessor and mortgagee from and against any and all Claims, excepting only Claims caused by the negligence of Landlord, its agents and employees, which either (i) arise from or are in connection with Tenant's possession, use, occupation, management, repair, maintenance or control of the Demised Premises, or any portion thereof; (ii) arise from or are in connection with any act or omission of Tenant, or Tenant's agents; (iii) result from any default, breach, violation or non-performance of this Lease or any provision therein by Tenant; or (iv) result in injury to person or property or loss of life sustained in or about the Demised Premises. Tenant shall defend any actions, suits and proceedings which may be brought against Landlord, any such master lessor or mortgagee with respect to the foregoing or in which they may be impleaded. Tenant shall pay, satisfy and discharge any judgments, orders and decrees which may be recovered against Landlord, any such master lessor, or mortgagee in connection with the foregoing, and shall reimburse Landlord, any such master lessor or mortgagee for all expenses and attorneys' fees incurred in connection therewith and for any and all sums paid out in settlement of any Claims.

15.4 Notwithstanding anything to the contrary provided in this Lease or any law, there shall be absolutely no personal liability on the part of the Landlord with respect to any of the terms, covenants, obligations and conditions of the Lease to be performed by Landlord hereunder, and Tenant shall look solely to the interest of Landlord in the Demised Premises in satisfaction of each and every remedy of Tenant hereunder. Such exculpation of personal liability is absolute and without exception whatsoever.

SECTION 16

COMPLIANCE WITH LAWS

16.1 Tenant shall comply with all valid requirements of the fire underwriters of any duly constituted public authority, or with the requirements of any federal, state, county or local law or ordinance, including without limitation those relating to toxic and hazardous substances and other environmental matters, applicable to the use and occupancy of the Demised Premises and any repairs or work performed on the Demised Premises by Tenant. Tenant agrees to indemnify, defend and save Landlord harmless from and against any penalty, damage or charge imposed for any violation by Tenant and its successors, assigns, sublessees, licensees, agents and employees; provided that the preceding shall not impose upon Tenant any obligations or liabilities relating to environmental matters in existence on the Commencement Date.

16.2 Tenant shall not use, store, or bring into the Demised Premises and "hazardous and toxic substances" except as may be necessary for Tenant's business in compliance with applicable law and regulation. For purposes of this section, "hazardous and toxic substances" includes, without limit, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, the Hazardous

Materials Transportation Act, as amended, the New York State Environmental Conservation Law, the Resource Conservation and Recovery Act, as amended, and in the regulations adopted and publications promulgated pursuant thereto.

SECTION 17

SUBORDINATION

17.1 Tenant herein agrees that this Lease and any optional renewal thereof is subordinate to any and all master leases, first mortgages, or consolidated first mortgages, deeds of trust, or renewals, modifications, and extensions thereof, or to any other forms or methods of financing or refinancing of the Demised Premises, Building or Shopping Center, or of any part of Demised Premises, whether such master leases, mortgages, deeds of trust or other forms or methods of financing or refinancing are now or are hereafter executed, delivered and recorded, and Tenant does herein covenant that it will, upon demand at any time, execute, acknowledge and deliver any and all instruments that may be necessary or proper to further evidence this subordination and if Tenant shall fail at any time to execute and deliver any such subordination instruments, upon request by Landlord, its assigns or successors, in addition to any other remedies available to it, may execute, acknowledge and deliver such subordination instruments as the attorney-in-fact of Tenant and in Tenant's name and place, and for such purpose Tenant does hereby irrevocably appoint Landlord, its assigns or successors, as its attorney-in-fact.

17.2 If the Demised Premises or the Shopping Center are encumbered by a mortgage and such mortgage is foreclosed, or if the Demised Premises or Shopping Center are sold pursuant to such foreclosure or by reason of a default under said mortgage, then notwithstanding such foreclosure, such sales, or such default (i) Tenant shall not disaffirm this Lease or any of its

obligations hereunder, and (ii) at the request of the applicable mortgagee or purchaser at such foreclosure or sale, Tenant shall attorn to such mortgagee or purchaser under the terms of this Lease for the balance of the unexpired term hereof, including renewal options.

17.3 If Landlord's interest in the Demised Premises is a leasehold interest, at any time, and if Landlord's leasehold interest is terminated for any reason, then, notwithstanding such termination, the dispossession of Landlord from the Demised Premises or the Shopping Center, or any default by Landlord, as lessee, under any master lease, (i) Tenant shall not disaffirm this Lease or any of its obligations hereunder, and (ii) at the request of such master lessor, Tenant shall attorn to the applicable master lessor under the terms of this Lease for the balance of the unexpired term hereof, including renewal options.

SECTION 18

LANDLORD'S RIGHT OF ENTRY

18.1 The Landlord acknowledges that its rights of reentry into the Demised Premises do not confer on it the authority to manufacture and/or dispense on the Demised Premises medical marihuana in accordance with Article 33 of the Public Health Law and agrees to provide the New York State Department of Health, Mayor Erastus Corning 2nd Tower, The Governor Nelson A. Rockefeller Empire State Plaza, Albany, New York 12237, with notification by certified mail of its intent to reenter the Demised Premises or to initiate dispossess proceeding or that the Lease is due to expire, at least 30 days prior to the date on which the Landlord intends to exercise a right of reentry or to initiate such proceedings or at least 60 days before expiration of the Lease. The secure nature of the Tenant's business requires that the Landlord or its representatives will not be allowed inside the Demised Premises unless accompanied by authorized LabCare personnel. No

recording devices will be allowed inside the Demised Premises other than devices owned by LabCare, Inc.

18.2 Subject to the conditions of Section 18.1, Landlord and its authorized agents shall have the right to enter the Demised Premises during normal business hours (and in the case of emergency, at any time) for the purpose of inspecting the general condition and state of repair of the Demised Premises and to show the Demised Premises to any prospective purchasers or tenants.

18.3 During the final ninety (90) days of the Lease term or the Renewal Term (as the case may be), Landlord and its authorized agents shall have the right to erect adjacent to the Demised Premises a customary sign advertising the Demised Premises for lease or for sale.

18.4 Notwithstanding the foregoing, Landlord and Tenant agree that Landlord and/or the appropriate authorities (such as fire and police) must have access to the Demised Premises in the event of emergency, and Tenant shall provide Landlord with one or more emergency contacts to come to the Demised Premises at any time to give Landlord such emergency access.

SECTION 19

ASSIGNMENT AND SUBLETTING

19.1 Tenant shall not encumber this Lease nor mortgage nor hypothecate this leasehold estate of Tenant created hereby. The Tenant shall not assign this Lease. This Lease may not be assigned by operation of law.

19.2 Tenant may not sublet the Demised Premises.

SECTION 20

DEFAULT BY TENANT

20.1 If any one or more of the following events ("events of default") shall happen:

(a) In the event Tenant shall be in default in the payment of guaranteed annual rent pursuant to Section 4 of this Lease, and such default is not cured within ten (10) days after receipt of written notice thereof from Landlord.

(b) In the event Tenant shall be in default in the performance of any other covenants, terms, conditions, provisions, rules and regulations of this Lease excepting those items listed in the above Section 20.1(a), and if such default is not cured within twenty (20) days after written notice thereof given by Landlord excepting such defaults that cannot be cured completely within such 20-day period, and Tenant, within said 20-day period, promptly commences to proceed with diligence and in good faith to remedy such default.

(c) If the Tenant shall become insolvent or shall file, or there be filed against Tenant, a petition for dissolution, or if Tenant shall make application for relief under any State or local insolvency law, or shall make a general assignment for the benefit of creditors, or if a receiver or trustee shall be appointed for the Tenant's property, or if the interest of the Tenant in the Demised Premises shall be offered for sale or sold under execution or other process of law;

THEN, and in any such event of default Landlord at any time thereafter may give written notice to Tenant specifying such event of default or events of default and stating that this Lease and the term hereby demised shall expire and terminate on the date specified in such notice, which shall be at least ten (10) days after the date of such notice; and upon the date specified in such notice this

Lease and all rights of Tenant hereunder, including any renewal privileges, shall expire and terminate, and Tenant shall remain liable as hereinafter provided.

20.2 In the event of the insolvency of Tenant, or in the event a petition is filed by or against Tenant under any Chapter of the Bankruptcy laws of the United States, then in such event Tenant shall have ninety (90) days from the date of filing such petition to either affirm or reject this Lease, and Tenant's failure to do either within the ninety (90) days period shall constitute a material breach of this Lease on Tenant's part.

20.3 If Tenant's interest in this Lease is offered for sale under the direction of the Bankruptcy Court or any other court having jurisdiction over Tenant's bankruptcy or insolvency proceedings, Landlord shall have a right of first refusal to purchase Tenant's interest in the Lease for the same consideration offered by the successful bidder at such sale.

20.4 Landlord, in addition to all other remedies given to Landlord in law or equity, may, upon the happening of any of the events of default, and without terminating this Lease, re-enter the Demised Premises by summary proceedings or otherwise and dispossess the Tenant.

In the event of such re-entry, Landlord shall have the right to remove all persons therefrom, to recover the possession thereof by legal proceedings or otherwise, and to use such force to enter and regain possession thereof as Landlord shall deem proper without being liable to any civil action or criminal prosecution therefor. No such re-entry by Landlord shall be deemed a termination of this Lease or an acceptance of a surrender of this Lease. In the event of such re-entry, Landlord shall have the right to relet or subdivide the Demised Premises for any period equal to or greater or less than the remainder of the original term of this Lease, for any rental which it may deem reasonable, to any other Tenant which Landlord may select, and for any use and purpose which the Landlord may designate.

20.5 At any time and from time to time after such expiration or termination, Landlord may relet the Demised Premises or any part thereof, in the name of the Landlord, or otherwise, for such term or terms (which may be greater or lesser than the period which would otherwise have constituted the balance of the term of this Lease) and on such conditions as Landlord, in its sole discretion, may determine and may collect and receive the rent therefor. Landlord shall in no way be responsible for any failure to relet the Demised Premises or any part thereof, or for any failure to collect any rent due upon such reletting.

20.6 No such expiration or termination of this Lease shall relieve Tenant of its liability and obligations under this Lease, and such liability and obligations shall survive any such expiration or termination. In the event of any such expiration or termination, whether or not the Demised Premises or any part thereof shall have been relet, Tenant shall pay to Landlord the rent, any additional rent and all other charges required to be paid by Tenant up to the time of such expiration or termination of this Lease, and thereafter Tenant, until the end of what would have been the term of this Lease in the absence of such expiration or termination, shall be liable to Landlord for, and shall pay to Landlord, as and for liquidated and agreed current damages for Tenant's default:

(a) The equivalent of the amount of the rent, and any additional rent and charges which would be payable under this Lease by the Tenant if the Lease were still in effect; LESS

(b) The net proceeds of any reletting effected pursuant to the provisions of Paragraph 20.5 hereof, after deduction of all of Landlord's reasonable expenses in connection with such reletting, including, without limitation, all reasonable repossession costs, brokerage

commissions, legal expenses, attorneys' fees, and alteration costs and expenses of preparation for such reletting including architectural and engineering costs.

The Tenant shall pay such current damages (herein called "deficiency") to Landlord monthly on the date on which the rent would have been payable under this Lease if the Lease were still in effect, and Landlord shall be entitled to recover from Tenant each monthly deficiency as the same shall arise. Nothing herein contained shall limit or prejudice the right of Landlord to prove for and obtain as liquidated damages by reason of such termination, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, such damages are to be proved, whether or not such amount be greater to, or less than, the amount of the difference referred to above.

(c) In the event of a default by Tenant of any of the terms, provisions, covenants, conditions, rules and regulations of this Lease, Landlord shall have the right to injunction and the right to invoke any remedy permitted to Landlord in law or in equity. All remedies available to Landlord are declared to be cumulative and concurrent. No termination of this Lease, nor any taking or recovering of possession of the Demised Premises shall deprive Landlord of any of its remedies or actions against Tenant for past or future rent, nor shall the bringing of any action for rent or other default be construed as a waiver of the right to obtain possession of the Demised Premises.

20.7 Tenant hereby expressly waives any and all right of redemption or re-entry or repossession or to restore the operation of this Lease in case Tenant shall be dispossessed by a judgment or by warrant of any court or judge or in the case of re-entry or repossession by Landlord or in case of any expiration or termination of this Lease, Landlord and 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, Tenant's use or occupancy of the Demised Premises, or any claim of injury or damages, except in the case of any action, proceeding or counterclaim brought by either Landlord or Tenant against the other for personal injury or property damage.

20.8 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 or additional rent during the continuance of such breach shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No covenant, agreement, term or condition of this Lease to be performed or complied with by the Tenant, and no breach thereof shall be waived, altered or modified except by a written instrument executed by Landlord. No waiver of any breach shall affect or alter this Lease, but each and every covenant, agreement, term and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

20.9 If Tenant shall fail to pay, when the same is due and payable, any rent or additional rent, or amounts or charges, such unpaid amounts shall bear interest from the due date thereof to the date of payment at three percent (3%) above the average "prime rate" ("Default Rate") published from time to time by The Wall Street Journal or an equivalent alternative publication.

20.10 In case suit shall be brought for recovery of possession of the Demised Premises, for the recovery of rent or any other amount due under the provisions of the Lease, or because of the breach of any other covenant herein contained on the part of Tenant to be kept or

performed, and a breach shall be established, Tenant shall pay to Landlord all expenses incurred therefore, including attorneys' fees and court costs.

20.11 If Tenant shall be in default hereunder, Landlord may declare the entire rental for the balance of the term, including the guaranteed annual rental herein provided for plus the highest average monthly aggregate additional rental paid by Tenant during any prior Lease Year, immediately due and payable at once.

20.12 If Tenant shall default in the performance of any of its covenants, obligations, or agreements contained in this Lease, other than the obligation to pay rent, Landlord, after seven (7) days written notice to Tenant specifying such default (or shorter notice if any emergency exists) may (but without any obligation to do so) perform the same for the account and at the expense of Tenant, and the amount of any payment made or any other reasonable expenses, including reasonable attorneys' fees incurred by Landlord for curing such default, with interest thereon at the Default Rate, shall be payable by Tenant to Landlord on demand.

20.13 In the event of any reletting by Landlord pursuant to this Article 20, Tenant shall be obligated to continue to pay to Landlord monthly rent and additional rent and charges which are payable under this Lease by Tenant, less the net proceeds of any such reletting after deducting therefrom all of the Landlord's reasonable expenses in connection with such reletting, including, without limitation, all reasonable repossession costs, brokerage commissions, legal expenses, attorneys' fees, and alteration costs and expenses of preparation for such reletting, including architectural and engineering costs.

SECTION 21

DAMAGE AND DESTRUCTION

21.1 If the Demised Premises shall be damaged by fire or other causes, without default or neglect of Tenant, its servants, employees, agents, visitors, or licensees, but are not wholly untenantable, the damage shall be promptly repaired by Landlord at its own expense provided the proceeds from insurance policies are made available to Landlord. In such event, the Lease shall not terminate, but shall remain in full force and effect, and the rent shall be apportioned according to the part of the Demised Premises usable by Tenant. Due allowance shall be made for delays from labor troubles, material shortages, or any other causes, whether similar or dissimilar to the foregoing, beyond Landlord's control. If, however, the Demised Premises are rendered wholly untenantable by fire and other causes and the Landlord does not intend to rebuild the same, or the Building of which the Demised Premises are a part shall be so damaged, whether the Demised Premises themselves are damaged or not, that Landlord determines to demolish or not rebuild the Building, then in any of such events the Landlord may, within ninety (90) days after such damage or destruction, give Tenant notice in writing of its decision, and thereupon this Lease shall terminate three (3) days after such notice is given, and the Tenant shall immediately vacate the Demised Premises and surrender the same to the Landlord, paying rent and other charges to the time the Demised Premises are surrendered to Landlord. If, however, within said ninety (90) days, Landlord shall notify Tenant that it intends to repair or rebuild the Demised Premises, then this Lease shall not terminate but shall remain in full force and effect, except that the rent shall abate while Demised Premises are wholly untenantable. In no event shall Landlord be required to expend a sum for repairing or rebuilding the Demised Premises in excess of the amount of insurance proceeds available to Landlord for such repairing or rebuilding.

21.2 Notwithstanding the provisions of Section 21.1 of this Lease, Tenant may elect to terminate this Lease by written notice to Landlord in the event the repair or rebuilding of the Demised Premises is not completed, to an extent that permits Tenant to resume its normal operations, within ninety (90) days after such damage or destruction.

21.3 Tenant hereby waives all rights to terminate this Lease it may have by reason of damage to the Demised Premises as a result of fire and other casualty pursuant to any presently existing or hereafter enacted statute or other law.

21.4 Landlord represents that it will maintain during the term of this Lease full replacement value insurance on the Building containing the Demised Premises.

SECTION 22

EMINENT DOMAIN

22.1 Within this Section 22, the following words have the following meaning:

(a) Award: means the award for or proceeds of any Taking, less all expenses in connection therewith, including reasonable attorneys' fees.

(b) Taking: means the taking of or damage to the Demised Premises or any portion thereof, as the case may be, as the result of the exercise of any power of eminent domain, condemnation, or purchase under threat thereof or in lieu thereof.

(c) Taking Date: means, with respect to any taking, the date on which the condemning authority shall have the right to possession of the Demised Premises, or any portion thereof, as the case may be.

22.2 In the event of a Taking of the whole of the Demised Premises, other than a Taking for temporary use, this Lease shall automatically terminate as of the Taking Date. In the event of a Taking of any portion of the Demised Premises:

(a) Landlord may, at its option, terminate this Lease by giving notice to Tenant within thirty (30) days after the date of such Taking.

(b) Tenant may, at its option if the Taking materially interferes with Tenant's Permitted Use, terminate this Lease by giving notice to Landlord within thirty (30) days after the date of such Taking.

22.3 In the event of a Taking of a portion of the Demised Premises, other than a Taking for Temporary use, and if this Lease shall not terminate or be terminated under the provisions of Section 22.2 hereof, guaranteed minimum rent shall be reduced in the proportion that the area so taken bears to the entire area contained within the Demised Premises. If a part of the Demised Premises are taken, Landlord may restore or cause to be restored the remainder of the Demised Premises to the extent practicable; however, Landlord may refuse to restore the remainder of the Demised Premises. If Landlord refuses to restore the remainder of the Demised Premises and gives Tenant notice of such refusal, either party thereafter may cancel this Lease by giving notice to the other within thirty (30) days after the date of Landlord's notice.

22.4 If there is a Taking of the Demised Premises for temporary use, this Lease shall continue in full force and effect, and Tenant shall continue to comply with all of the provisions hereof, except as such compliance shall be rendered impossible or impracticable by reason of such Taking and rent shall abate during the course of such Taking.

22.5 All Awards arising from a total or partial Taking of the Demised Premises, the Building, or of Tenant's leasehold interest, awarded to Landlord or Tenant, shall belong to and be the property of Landlord without any participation by Tenant. Tenant hereby assigns to Landlord any share of such Award which may be awarded to Tenant.

22.6 Tenant shall have the right to make separate claim for the value of its trade fixtures, removal expenses, and relocation expenses as long as the Award granted to Tenant shall not reduce the Award to which Landlord will otherwise be entitled.

SECTION 23

SURRENDER OF PREMISES

23.1 The Tenant shall and will, on the last day of the term hereof, as it may be extended, or upon any earlier termination of this Lease, or upon re-entry by Landlord upon the Demised Premises pursuant to Section 20 hereof, surrender and deliver up the Demised Premises into the possession and use of the Landlord without fraud or delay and in good order, condition and repair, reasonable wear and tear excepted, free and clear of all lettings and occupancies other than subleases then terminable at the option of the Landlord thereof or subleases to which the Landlord shall have specifically consented, and free and clear of all liens and encumbrances other than those, if any, created by the Landlord.

23.2 Tenant authorizes Landlord to obtain billing records for all utility services to the Demised Premises before and after the surrender of the Demised Premises, as more particularly set forth in Exhibit "B" to this Lease, which covenant shall survive termination of this Lease for any reason.

SECTION 24

BUSINESS OPERATIONS

24.1 Intentionally omitted.

24.2 Tenant shall keep the Demised Premises (including exterior and interior portions of all windows, doors and all other glass) in a neat and clean condition.

24.3 Tenant shall pay before delinquency any and all taxes, assessments and public charges levied, assessed or imposed upon Tenant's business or upon Tenant's fixtures, furnishings or equipment in the Demised Premises.

24.4 Tenant shall pay when due and as due all license fees, permit fees and charges of a similar nature for the conduct by Tenant or any subtenant of any business or undertaking authorized hereunder to be conducted in the Demised Premises.

24.5 Intentionally Omitted.

24.6 Tenant agrees not to permit the accumulation or burning of any rubbish or garbage in the Demised Premises.

24.7 Tenant shall observe all reasonable rules and regulations established by Landlord from time to time for the Shopping Center, provided Tenant shall be given at least five (5) days' notice thereof.

24.8 Tenant shall not use the sidewalk adjacent to or any other space outside the Demised Premises for display, sale or any other similar undertaking without the prior consent of Landlord in each instance.

24.9 Tenant shall not use the plumbing facilities for any purpose other than that for which they were constructed, or dispose of any substances therein which may clog, erode, or damage the plumbing, pipes, lines, or conduits of the Building, whether through the utilization of "garbage disposal" units or otherwise. Tenant shall install and maintain a backflow preventer and grease trap in compliance with applicable building and health codes.

SECTION 25

INTERPRETATION

25.1 Every term, condition, agreement or provision contained in this Lease which imposes an obligation shall be deemed to be also a covenant by Tenant.

25.2 Any references herein to subtenants or licensees shall not be deemed to imply that any subtenants or licensees are permitted hereunder. Any references herein to any extensions or renewals of the term or any period during which Tenant may be in possession after the expiration of the term shall not be deemed to imply that any extension or renewal of the term is contemplated hereby or that Tenant shall be permitted to remain in possession after the expiration of the term.

25.3 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 as to which is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

25.4 The captions of this Lease are for convenience and reference only and in no way define, limit or describe the scope or intent of this Lease, nor in any way affect this Lease.

25.5 Anything in this Lease to the contrary notwithstanding:

(a) Any provision hereof which permits or requires a party to take any particular action shall be deemed to require the party to cause such action to be taken; and

(b) Any provision hereof which requires any party not to take any particular action shall be deemed to require the party not to permit such action to be taken by any person or by operation of law.

25.6 This Lease may be executed in several counterparts; but the counterparts shall constitute but one and the same instrument.

25.7 Wherever a requirement is imposed on any party hereto, it shall be deemed that such party shall be required to

perform such requirement at its own expense unless it is specifically otherwise provided herein.

25.8 Notwithstanding anything else to the contrary in this Lease, Landlord shall not be deemed to be a partner of Tenant or a joint venturer with Tenant.

25.9 The singular includes the plural and the plural includes the singular.

25.10 Wherever it is provided herein that a party may perform an act or do anything, it shall be construed that that party may, but shall not be obligated to, so perform or so do.

25.11 The following words and phrases shall be construed as follows:

(a) "At any time" shall be construed as, "At any time and from time to time".

(b) "Any" shall be construed as "any and all".

(c) "Including" shall be construed as "including but not limited to".

25.12 This Lease shall be construed and enforced in accordance with the laws of the State of New York. Any judicial proceeding regarding this Lease shall be commenced in Monroe County.

25.13 Upon the execution and delivery hereof, this instrument shall constitute the entire agreement between the Landlord and Tenant for the Demised Premises. This Lease cannot be changed orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

25.14 All amounts payable under this Lease shall be payable in coin or currency of the United States of America which at the time of payment is legal tender for public and private debts.

25.15 Any restriction on or requirement imposed upon Tenant hereunder shall be deemed to extend to Tenant's subtenants, concessionaires, and licensees and it shall be Tenant's obligations to cause the foregoing to comply with such restriction or requirement.

25.16 This Lease shall be of no force unless and until it is executed by both Landlord and Tenant.

SECTION 26

NOTICES

26.1 All notices, demands and requests under this Lease shall be in writing. All such notices, demands and requests shall have been deemed to have been properly given if sent by United States Certified Mail, postage prepaid, addressed to the Landlord at:

Jay Birnbaum Company
2580 Clover Street
Pittsford, New York 14534

and to the Tenant at:

LabCare, Inc.
31 Clearwater Drive
Amherst, New York 14228
Phone: 716-510-8627
Fax: 716-694-1777
E-mail: dan@nyslabcare.com

or to such other persons and addresses as the Landlord and Tenant may from time to time designate by written notice addressed to one another. Notices, demands and requests which shall be served

by Certified Mail upon Landlord or the Tenant in the manner aforesaid, shall be deemed sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be mailed by United States Certified Mail as aforesaid in any Post Office or Branch Office regularly maintained by the United States Government or with a recognized overnight delivery service.

SECTION 27

MISCELLANEOUS PROVISIONS

27.1 Recordation. The Landlord and Tenant agree, if requested, to execute a Memorandum of Lease in compliance with Section 291-C of the Real Property Law of the State of New York for the purpose of establishing the Commencement Date and Rent Commencement Date and recording this Lease. The Memorandum of Lease, but not this Lease, may be recorded by either party at the expense of the requesting party.

27.2 Broker's Commission. Landlord and Tenant warrant that Pyramid Broker Company of Rochester, Inc. ("Broker") is the only broker assisting on this Lease, and that neither Landlord nor Tenant has had any dealings with any other realtor, broker or agent in connection with this Lease. Landlord agrees to pay Broker a commission pursuant to a separate agreement. Each party each agrees to indemnify and save the other harmless against any and all claims for any other brokerage commissions arising out of such party's action or inaction. Landlord's member Jay Birnbaum is a licensed real estate broker but will claim no commission.

27.3 Conditions, Covenants, Etc. The conditions, covenants and agreements in the aforesaid Lease contained, to be kept and performed by the parties hereto shall be binding upon and inure to the benefit of said respective parties, their legal representatives, successors and assigns. This clause shall not be construed to permit any assignment or subletting, unless otherwise permitted in this Lease, without Landlord's consent. The term "Landlord" as used in this Lease

means only the owner for the time being of the Demised Premises so that in the event of a lease of the Demised Premises, the Landlord shall be and hereby is entirely freed and relieved of all covenants and obligations of Landlord hereunder and it shall be deemed and construed without further agreement between the parties or their successors in interest, or between the parties and the purchaser at any such sale, or any lessee of the Demised Premises, that the purchaser or lessee of the Demised Premises has assumed and agreed to carry out any and all covenants and obligations of Landlord hereunder.

27.4 Certificates. Tenant agrees that at any time and from time to time, upon not less than twenty (20) days' prior notice by Landlord to execute, acknowledge and deliver to Landlord, a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), the commencement date and the dates to which the basic rent and other charges have been paid in advance, if any, and stating whether or not to the best knowledge of the signer of such certificate, Landlord is in default in the performance of any covenant, agreement, or condition contained in this Lease, and, if so, specifying each such default of which the signer may have knowledge, it being intended that any such statement delivered pursuant to this paragraph may be relied upon by any prospective purchaser of the fee of the Demised Premises or of Landlord's interest in this Lease, or any mortgagee of such interests.

27.5 Covenant of Quiet Enjoyment. Landlord covenants and agrees that upon Tenant paying the rental, additional rental and other charges provided for herein, and performing all of the covenants and conditions on Tenant's part to be observed and performed, the Tenant shall and may peaceably and quietly have, hold and enjoy the Demised Premises hereby demised, for the term aforesaid, subject, however, to the terms of this Lease, mortgage, and other instruments

hereinbefore mentioned in Section 17. Tenant expressly agrees for itself, its successors and assigns that this covenant and all other covenants of Landlord hereunder shall be binding upon Landlord only so long as Landlord remains the owner of the Demised Premises.

27.6 Force Majeure. In the event that either Landlord or Tenant shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of Act of God, strikes, lock-outs, labor troubles, inability to procure materials (including energy), power, casualty, inclement weather, restrictive governmental laws, orders or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Paragraph shall not operate to excuse Tenant from prompt payment of rent, additional rent or any other payments required by the terms of this Lease.

27.7 Termination of License. Notwithstanding any other provision of this Lease to the contrary, if the License (as defined in Section 28.1(b) of this Lease) is terminated for any reason other than Tenant's wilful default on the terms and conditions of the License, Tenant may terminate this Lease on thirty (30) days prior written notice to Landlord and payment to Landlord of the unamortized portion of the brokerage commission paid by Landlord pursuant to Section 27.2 of this Lease.

SECTION 28

CONTINGENCIES

28.1

(a) The issuance to Tenant by the duly constituted public authorities of such permits, certificates, variances, exceptions, licenses, authorizations, approvals and changes

(including by way of illustration and not limitation, zoning variances, zoning exceptions and building permits, each being referred to in this Lease as a "Permit") as may be required to permit the use of the Demised Premises by Tenant for the intended purchase. Landlord agrees to cooperate with Tenant but at no expense to Landlord in obtaining the Permits and prosecuting any appeals in connection therewith and to execute any documents submitted by Tenant with respect thereto.

(b) Tenant's receipt of a license from the State of New York Department of Health ("License") to dispense medical marihuana at the Demised Premises and to grow medical marihuana at another site**.**

(c) Tenant obtaining and providing to Landlord written evidence, satisfactory to Landlord in its sole discretion, that the permitted use of the Demised Premises is lawful.

28.2 If, any of such conditions specified in Subsection 28.1 have not been met on or before the sixtieth (60th) day after the date of this Lease ("Approval Period"), and Landlord or Tenant has not waived the satisfaction of such conditions and elected to commence this Lease, Landlord and Tenant may terminate this Lease, any deposit shall be returned, and, except for willful breach default, neither party shall have any further liability hereunder.

28.3 During the Approval Period, Landlord may continue to offer the Demised Premises for Lease to another tenant, and if Landlord notifies Tenant in writing that it has another Tenant for the Demised Premises, this Lease shall be null and void.

SECTION 29

GUARANTY

29.1 The attached Guaranty of Lease is made a part of this Lease.

IN WITNESS WHEREOF, Landlord and Tenant have signed and sealed this Lease as of the day and year first above written.

LANDLORD:

JAY BIRNBAUM – COURTNEY COMMONS, LLC

By:_____
Jay Birnbaum, Sole Member

TENANT:

LABCARE, INC.

By:_____
Daniel Casacci, President

STATE OF NEW YORK)
COUNTY OF MONROE) ss.:

On the _____ day of _____, in the year 2015 before me, the undersigned, a Notary Public in and for said State, personally appeared JAY BIRNBAUM, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

STATE OF NEW YORK)
COUNTY OF _____) ss.:

On the _____ day of _____, in the year 2015 before me, the undersigned, a Notary Public in and for said State, personally appeared DANIEL CASACCI, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

GUARANTY OF LEASE

IN CONSIDERATION of the letting of the Demised Premises to the Tenant and the sum of $1.00 paid to the undersigned by the Landlord, the undersigned (collectively or individually "Guarantor") do/does hereby covenant and agree, to and with the Landlord and the Landlord's legal representatives, that if default shall at any time be made by the Tenant in the payment of the rent and the performance of the covenants contained in the Lease, on the Tenant's part to be paid and performed, that the Guarantor will well and truly pay the guaranteed annual rent and additional rent, or any arrears thereof, that may remain due unto the Landlord, and also pay all damages that may arise in consequence of the non-performance of covenants of the Lease, or either of them, without requiring notice of any such default from the Landlord. The Guarantor hereby waives all right to trial by jury in any action or proceeding hereinafter instituted by the Landlord, to which the Guarantor may be a party.

The Guarantor unconditionally agrees that he/she will not assert, and does hereby waive, any right he may have against Tenant for indemnity, subrogation, reimbursement, contribution, or any other claim to Tenant's assets thereby relinquishing any right he/she may have to be a creditor of Tenant.

IN WITNESS WHEREOF, the undersigned has set his/her hand this _____ day of _____, 2015.

_____
Daniel Casacci

STATE OF NEW YORK)
COUNTY OF MONROE) ss.:

On the _____ day of _____ in the year 2015 before me, the undersigned, a Notary Public in and for said State, personally appeared DANIEL CASACCI, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

EXHIBITS

A - Demised Premises

B – Utility Billing Authorization

C – Rent Schedule

D - Lease Summary

EXHIBIT A

Demised Premises

EXHIBIT B

Utility Billing Information for Demised Premises

Tenant hereby authorizes and directs all providers of utility services to the Demised Premises which are billed to and paid by Tenant to deliver to Landlord upon request, before or after the expiration of this Lease, billing and services information and records regarding such utility services, and Tenant waives any rights it may have to request the utility service providers to withhold such information and records from Landlord.

Date:_____

TENANT

LABCARE, INC.

By:_____
Daniel Casacci, Presiden

EXHIBIT C

Rent Schedule

Term	Years	Annual	Monthly
	1	$94,906.25	$7,908.85
	2	$97,753.44	$8,146.12
	3	$100,686.04	$8,390.50
	4	$103,706.62	$8,642.22
	5	$106,817.82	$8,901.49
RENEWAL TERM			
	6	$110,022.36	$9,168.53
	7	$113,323.03	$9,443.59
	8	$116,722.72	$9,726.90
	9	$120,224.40	$10,018.70
	10	$123,831.13	$10,319.26

EXHIBIT D

Lease Summary

Option:	1 @ 5 years, 6 months notice
Option Rent:	Exhibit C
Percentage Rent:	N/A
Pro-Rata:	N/A
Taxes:	N/A
CAM:	N/A
Tenants Insurance:	$2,000,000.00
Landlord Repairs:	Foundations, non-party walls, roof and HVAC repairs.
Tenant Repairs:	All non-structural repairs; plumbing, fixtures, equipment, etc.
Security Deposit:	[?]
Broker:	Pyramid Brokerage Company of Rochester, Inc.
Notice & Demands:	Via Certified Mail

Tenant:
Lab Care, Inc.
31 Clearwater Drive
Amherst, New York 14228
Phone: (716) 510-8627
Fax: (716) 694-1777
E-mail: Dan@NYSLabCare.com

Landlord:
Jay Birnbaum Company
2850 Clover Street
Pittsford, New York 14534
Phone: (585) 381-0696
Fax: (585) 381-0634
Email: [redacted]

IN WITNESS WHEREOF, Landlord and Tenant have signed and sealed this Lease as of the day and year first above written.

LANDLORD:

JAY BIRNBAUM - COURTNEY COMMONS, LLC

By:_____
Jay Birnbaum, Sole Member

TENANT:

LABCARE, INC.

By:_____
Daniel Casacci, President

STATE OF NEW YORK)
COUNTY OF MONROE) ss.:

On the 27th day of May, in the year 2015 before me, the undersigned, a Notary Public in and for said State, personally appeared JAY BIRNBAUM, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

ROCHELLE A. SULLI
Notary Public, State of New York
No. 5006499
Qualified in Steuben County
My Commission Expires January 4, 2019

STATE OF NEW YORK)
COUNTY OF Erie) ss.:

On the 27th day of May, in the year 2015 before me, the undersigned, a Notary Public in and for said State, personally appeared DANIEL CASACCI, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

SARA C. CHRISTOPHER
Notary Public - State of New York
No. 01-CH6254052
Qualified in Erie County
My Commission Expires 01/09/2016

{2899593: }

GUARANTY OF LEASE

IN CONSIDERATION of the letting of the Demised Premises to the Tenant and the sum of $1.00 paid to the undersigned by the Landlord, the undersigned (collectively or individually "Guarantor") do/does hereby covenant and agree, to and with the Landlord and the Landlord's legal representatives, that if default shall at any time be made by the Tenant in the payment of the rent and the performance of the covenants contained in the Lease, on the Tenant's part to be paid and performed, that the Guarantor will well and truly pay the guaranteed annual rent and additional rent, or any arrears thereof, that may remain due unto the Landlord, and also pay all damages that may arise in consequence of the non-performance of covenants of the Lease, or either of them, without requiring notice of any such default from the Landlord. The Guarantor hereby waives all right to trial by jury in any action or proceeding hereinafter instituted by the Landlord, to which the Guarantor may be a party.

The Guarantor unconditionally agrees that he/she will not assert, and does hereby waive, any right he may have against Tenant for indemnity, subrogation, reimbursement, contribution, or any other claim to Tenant's assets thereby relinquishing any right he/she may have to be a creditor of Tenant.

IN WITNESS WHEREOF, the undersigned has set his/her hand this 27th day of May, 2015.

Daniel Casacci

STATE OF NEW YORK)
COUNTY OF ~~MONROE~~ Erie) ss.:

On the 27th day of May in the year 2015 before me, the undersigned, a Notary Public in and for said State, personally appeared DANIEL CASACCI, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

SARA C. CHRISTOPHER
Notary Public - State of New York
No. 01-CH6254052
Qualified in Erie County
My Commission Expires 01/09/2016

EXHIBIT B

Utility Billing Information for Demised Premises

Tenant hereby authorizes and directs all providers of utility services to the Demised Premises which are billed to and paid by Tenant to deliver to Landlord upon request, before or after the expiration of this Lease, billing and services information and records regarding such utility services, and Tenant waives any rights it may have to request the utility service providers to withhold such information and records from Landlord.

Date: May 27 2015

TENANT

LABCARE, INC.

By: _____

Daniel Casacci, Presiden

LabCare's Onondaga County Syracuse Dispensary Facility Lease

Attachment C - LabCare, Inc.

ARTICLE I
BASIC LEASE PROVISIONS
ENUMERATION OF EXHIBITS

SECTION 1.01 BASIC LEASE PROVISIONS.

DATE: May 27, 2015

LANDLORD: Shop City PW/LB, LLC
Address of Landlord: 314 Fifth Avenue, Third Floor
New York, NY 10001
Attention: Guy Tuvia

TENANT: Lab Care, Inc.
Address of Tenant: 31 Clearwater Drive
Amherst NY 14228
Attention: Dan Casacci, President
[Email: DAN@NYSLABCARE.com

PERMITTED USE (Section 2.01, 2.08): The operation of a medical marihuana dispensary in accordance with New York State laws and regulations.

TENANT'S TRADE NAME (Section 2.08): LabCare Inc.

SHOPPING CENTER (Section 2.01): Shop City Shopping Center situated in the Town of Syracuse, County of Onondaga, and State of New York. ("Shopping Center")

LEASED PREMISES (Section 2.01): That portion of the Shopping Center formerly occupied by Partners Trust Bank. Landlord shall deliver such space to Tenant in its present, "as is" condition.

LEASE COMMENCEMENT DATE: Shall be the date of execution of this Lease, which is May 27, 2015. Tenant shall have access to the Leased Premises in advance of the Rent Commencement Date in order to build out the interior of the Leased Premises and otherwise prepare same for Tenant's anticipated use. Tenant's plans are attached hereto as Exhibit C ("Tenant's Work")

LEASE CONTINGENCY: This Lease and the parties' respective obligations hereunder, are expressly contingent upon Tenant's receiving a license from the New York State Department of Health to operate the Permitted Use. If said contingency is not satisfied by August 1, 2015 either Landlord or Tenant shall have the right to terminate this Lease by giving written notice of such termination to the other and, thereafter, both parties shall be released from any further obligations hereunder. Notwithstanding the above, if during the Term, a license from the New York State Department of Health to operate the Permitted Use is not renewed, then Tenant shall have the right to terminate this lease upon twelve (12) months prior written notice.

RENT COMMENCEMENT DATE: Shall be the date that is the earlier of (i) one-hundred and twenty (120) days after Tenant's receiving a license from the New York State Department of Health to operate the Permitted Use or (ii) when Tenant first conducts business in the Premises.

LEASE YEAR: If the Rent Commencement Date is other than the first day of a calendar month, the first Lease year shall be the period of time from said Rent Commencement Date to the end of the month in which said Rent

KMC

Commencement Date shall occur plus the following twelve (12) calendar months. Each Lease Year thereafter shall be a successive period of twelve (12) calendar months.

TERM: The Term of this Lease shall commence on the Lease Commencement Date and continue for five (5) years from the Rent Commencement Date.

EXPIRATION DATE: The last calendar day of the month in the final Lease Year.

FIXED RENT (Section 3.01):

Year	Monthly Fixed Rent
1	5,083.33
2	5,235.83
3	5,392.91
4	5,554.70
5	5,721.34

PREPAID RENT: One month's Fixed Rent paid upon execution of this Lease to be applied to the first installment(s) of Fixed Rent due hereunder.

OPTION FOR RENEWAL: Provided the Tenant has duly performed the agreements, terms and conditions herein set forth and provided that Tenant shall have given to Landlord notice in writing of it election to renew, not later than twelve (12) months before the expiration of this Lease Term, Landlord covenants to renew this Lease for one (1) additional period of five (5) years (such period being a "Renewal Term"), at the option of the Tenant, under the same terms and conditions, except that the Fixed Rent (excepting the clause relative to renewal and excepting as hereinafter provided) shall be as follows:

Year	Monthly Fixed Rent
6	5,892.98
7	6,069.77
8	6,251.86
9	6,439.41
10	6,632.60

SECURITY DEPOSIT (Section 3.07): Two (2) month's Fixed Rent.

BROKER (Section 17.10)

Commission will be paid to Joseph Scripa as per separate agreement, by Landlord. Landlord and Tenant represent and warrant to each other that they have dealt with no other brokers in connection with this transaction other than Joseph Scripa. Tenant indemnifies Landlord against claims by any other Broker.

GUARANTOR: Dr. Kathleen Casacci

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

GUARANTOR'S ADDRESS:

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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.

This section has been intentionally deleted.

ARTICLE II
DEMISE OF LEASED PREMISES

SECTION 2.01 DESCRIPTION AND GENERAL OBLIGATIONS.

Landlord warrants to Tenant that it owns and controls land containing the Leased Premises, together with the certain buildings and improvements thereon depicted on attached Exhibit A, or those building and improvements planned for construction, all of which constitute the Shopping Center. In consideration of the Rent, covenants and agreements reserved and contained in this Lease, Landlord hereby leases and demises a portion of the Shopping Center hereinafter known as the Leased Premises consisting of +/- 3,050 rentable square feet in the Shopping Center. Tenant rents the Premises from Landlord in order that Tenant shall continuously operate its business operations thereon in accordance with its Permitted Use (see Section 2.08), subject only to the terms and conditions herein contained and all liens, encumbrances, easements, restrictions, zoning laws, and governmental or other regulations that affect or will affect the Shopping Center.

The Leased 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 slab, above any dropped ceilings and two feet below the roof deck, the exterior portions of the Leased Premises (other than the storefront), and the right to install, maintain, use, repair and replace pipes, ductwork, conduits, utility lines, and wires in the Leased Premises. Landlord agrees that where possible all work in the Leased Premises shall be performed in a manner which shall not unreasonably interfere with the normal business operations of Tenant.

SECTION 2.02 USE OF ADDITIONAL AREA.

The use and occupation by the Tenant of the Leased Premises shall include the right, as long as this Lease is in full force and effect to use, in common with the others, the Common Areas, which shall include Common Areas in the Shopping Center and outside the Shopping Center including but not limited to areas for vehicular parking, and vehicular and pedestrian ingress and egress to a public right of way, together with such other areas 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. Landlord reserves the right at any time to relocate the building, automobile parking areas and other Common Areas; to change the number of buildings, buildings' dimensions, the number of floors in any of the buildings, store dimensions, Common Areas, the identity and type of other stores and tenancies, and the right to construct other buildings or improvements in the Shopping Center from time to time and to construct double-deck or elevated parking facilities. The term "Common Areas" as used in this Lease shall mean all facilities furnished in the Shopping Center and designated by Landlord for the general use, in common, of occupants of the Shopping Center, including Tenant, its officers, agents, employees, and customers, which facilities may include, but are not limited to, the parking areas, roadways, loading platforms, drainage and plumbing systems, pylon, monument or other shared signage, roof, exterior supporting walls, gutters, lights, canopies, ramps, landscaped areas and

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installment shall be paid prior to the Rent Commencement Date. Fixed Rent for any partial calendar month during the Term shall be prorated on a per diem basis.

SECTION 3.02 INTENTIONALLY DELETED.

SECTION 3.03 INTENTIONALLY DELETED.

SECTION 3.04 INTENTIONALLY DELETED.

SECTION 3.05 INTENTIONALLY DELETED.

SECTION 3.06 INTENTIONALLY DELETED.

SECTION 3.07 SECURITY DEPOSIT.

Tenant has concurrently with the execution of this Lease deposited with Landlord the sum set forth in Section 1.01 (hereinafter sometimes referred to as the "Security Deposit") as security for the full performance of every provision of this Lease by Tenant. Landlord may apply all or any part of the Security Deposit to cure any default by Tenant hereunder, and Tenant shall promptly restore to the Security Deposit all amounts so applied upon invoice. If Tenant shall fully perform each provision of this Lease, any portion of the Security Deposit which has not been appropriated by Landlord in accordance with the provisions thereof shall be returned to Tenant without interest within thirty (30) days after the expiration of the Lease Term. Landlord may deliver the funds deposited hereunder by Tenant to the purchaser or transferee of Landlord's interest in the Leased Premises in the event that such interest be sold or transferred, and, in the event the purchaser or transferee assumes the obligations of Landlord, thereupon Landlord shall be discharged from any further liability with respect to such deposit.

SECTION 3.08 INTENTIONALLY DELETED.

SECTION 3.09 PAST DUE RENT AND ADDITIONAL RENT.

Tenant shall pay a 10% late fee for Rent and Additional Rent that is not paid or at least postmarked by the 5th day of the month that such Rent and Additional Rent is due.

ARTICLE IV
OPERATING COSTS AND TAXES

SECTION 4.01 OPERATING COSTS.

Together with the Fixed Rent, Tenant shall pay its proportionate share of the operating costs as Additional Rent in advance on the first day of each month during the Term currently estimated at $1.50 per square foot or $381.25 per month. For the purposes of determining Tenant's pro-rata share herein, such share shall be the percentage resulting from dividing the number of square feet of the Premises set forth in paragraph 1.01 of this Lease by the total number of leasable square feet of space in the Shopping Center as of the execution hereof .Operating costs shall include costs associates with the management of the Shopping Center and in connection with the operation, maintenance, repair and/or replacement of the Common Areas, parking lot surfaces and sidewalks, including, but not limited to snow, ice, garbage, lighting, trash removal, landscaping, sweeping.

SECTION 4.02 TAXES.

Together with the Fixed Rent, Tenant shall pay its proportionate share of the property taxes imposed on the Shopping Center as Additional Rent in advance on the first day of each month during the Term currently estimated at $1.50 per square foot or $381.25 per month. For the purposes of determining Tenant's pro-rata share herein, such share shall be the percentage resulting from dividing the number of square feet of the Premises set forth in paragraph 1.01 of this Lease by the total number of leasable square feet of space in the Shopping Center as of the execution hereof.

SECTION 4.02 INSURANCE.

Together with the Fixed Rent, Tenant shall pay its proportionate share of the cost of insuring the Shopping Center as Additional Rent in advance on the first day of each month during the Term currently estimated at $0.50 per square foot or $127.08 per month. For the purposes of determining Tenant's pro-rata share herein, such share shall be the percentage resulting from dividing the number of square feet of the Premises set forth in paragraph 1.01 of this Lease by the total number of leasable square feet of space in the Shopping Center as of the execution hereof.

ARTICLE V
DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration")

SECTION 5.01 INTENTIONALLY DELETED.

ARTICLE VI
UTILITIES

SECTION 6.01 TENANT RESPONSIBILITIES.

Tenant shall, make application for, obtain, pay for, and be solely responsible for all utilities required, used or consumed in the Leased 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 service (herein sometimes collectively referred to as the "Utility Services"). In the event that any charge for any utility supplied to the Leased 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, in Landlord's sole and absolute discretion, shall elect to supply any of the Utility Services, then Tenant shall pay to Landlord the costs of its utility consumption, 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 reasonable alteration, repair or improvement of the Leased Premises or the Shopping Center. Landlord will make every reasonable effort to avoid interruptions or curtailment in utility services to the Tenant.

ARTICLE VII
INSTALLATION, MAINTENANCE, OPERATION AND REPAIR

SECTION 7.01 TENANT INSTALLATION.

Tenant shall, at Tenant's sole expense and liability, install and 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 Leased 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 Leased Premises 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, wall coverings, or similar Tenant improvements which shall become the property of Landlord upon surrender of the Leased Premises by Tenant for whatever reason. Tenant shall not attach any fixtures or articles to any portion of the Leased Premises, nor make any alterations, additions, improvements, or changes or perform any other work whatsoever in and to the Leased Premises, other than minor interior, cosmetic and decorative changes which do not exceed Ten Thousand and No/100 Dollars ($10,000.00) in the aggregate per Lease Year, without in each instance obtaining the prior written approval of Landlord, which shall not be unreasonably withheld. Any alterations, additions, improvements, changes to the Leased Premises or other work permitted herein shall be made by Tenant at Tenant's sole cost and expenses. Tenant's plans are attached hereto as Exhibit C ("Tenant's Work").

SECTION 7.02 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 Leased Premises), encumbrance or other charge upon the Leased 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 Leased 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 required to insure payment thereof and to prevent any sale, foreclosure or forfeiture of the Leased 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 receipt of proof of such payment and release of satisfaction, Landlord will promptly return to Tenant such security as Landlord shall have received in connection with such contest.

SECTION 7.03 SIGNS, AWNINGS AND CANOPIES.

Tenant will not place or suffer to be placed or maintained on any exterior door, wall or window of the Leased Premises any sign, awning or canopy, or advertising matter or other thing of any kind, and will not place or maintain any exterior lighting, plumbing fixture or protruding object or any decoration, lettering or advertising matter on the glass of any window or door of the Leased Premises or the landscaped areas, Common Areas or other parts of the Shopping Center without first obtaining Landlord's written approval and consent. Tenant further agrees to maintain such sign, awning, canopy, decoration, lettering, advertising matter or other thing as may be approved in good condition and repair at all times. Landlord agrees that in addition to store front signage, Tenant shall be entitled to occupy sign space on each side of the Shopping Center pylon sign, similar to other similarly situated tenants in the Shopping Center.

SECTION 7.04 MAINTENANCE BY TENANT.

Tenant shall, at Tenant's expense, maintain all aspects of the plumbing, electrical, HVAC, heating, and cooling systems and at all times keep the Leased Premises and appurtenances thereto in good order and condition. Tenant shall be responsible for the replacement of Tenant's equipment and fixtures, and all broken glass (with glass of the same size and quality), and shall, in a manner reasonably satisfactory to Landlord, decorate and paint the Leased Premises at least once every five (5) years 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 interior of the Leased Premises (including, without limitation, all modifications to any fire sprinkler system located within the Leased Premises, if existing). Tenant shall have no obligations to make repairs, replacements or improvements to structural elements of the Building, such as the roof, foundation, exterior walls, or exterior utility components, 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. Landlord's approval of plans and specifications shall not create any responsibility on the part of Landlord for their accuracy, sufficiency or compliance with applicable laws, rules or regulations. All such work shall be performed in a good and workmanlike manner. All Tenant work and all such additions, improvements, and alterations thereto shall become the property of the Landlord upon the expiration or earlier termination of this Lease. Notwithstanding anything to the contrary contained in the Lease, Tenant agrees to accept the Leased Premises and all its systems in "as is" condition and Tenant acknowledges that it shall be responsible at its sole cost and expenses to perform all work necessary to prepare and maintain the Premises for its use.

SECTION 7.05 MAINTENANCE BY LANDLORD.

Landlord shall keep Common Areas in reasonable repair, including but not limited to snow removal in the parking lot and along the perimeter of the Premises. Tenant will not be responsible for removing any snow except for snow directly in front of the exterior doorways. Tenant shall promptly give Landlord written notice of the necessity for any repairs for which the Landlord is responsible. Any repairs necessitated by the negligence or recklessness of Tenant, its concessionaires, officers, agents, employees, licensees, or invitees shall be paid for by Tenant. Landlord shall have the obligation to repair the Building structural components of the Leased Premises. Landlord shall be responsible to ensure that exterior utility infrastructure is in good and working order to ensure that the Leased Premises can receive utility service at all times during the Lease. Landlord, at its sole cost and expense, shall repair or replace the roof foundation and structural repairs and replacements necessary to ensure structural soundness of the Shopping Center.

SECTION 7.06 INTENTIONALLY DELETED.

ARTICLE VIII
OPERATING RULES AND REGULATIONS

SECTION 8.01 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 in compliance of all laws, and in a professional manner.

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

(3) All garbage and refuse shall be kept in the kind of container specified by Landlord, and shall be placed outside of the Leased Premises, prepared for collection in the manner and at the time and places specified by Landlord. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use same at Tenant's cost. Tenant shall pay the cost of removal of any of Tenant's refuse or rubbish.

(4) No radio or television or other electronic device or satellite dish shall be installed without first obtaining in each instance Landlord's consent in writing. No aerial or dish shall be erected on the roof or exterior walls of the Leased Premises or on the grounds without in each instance, the written consent of Landlord. Any aerial or dish so installed without such written consent shall be subject to removal without notice at any time. Landlord will not unreasonably deny permission.

(5) No loudspeakers, televisions, phonographs, radios, or other video or audio devices shall be used in a manner so as to be heard or seen outside of the Leased Premises without the prior written consent of Landlord.

(6) If the Leased Premises are equipped with heating facilities separate from those in the remainder of the Shopping Center, Tenant shall keep the Leased Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.

(7) The exterior areas immediately adjoining the Leased Premises shall be kept clean and free from 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 without the written permission of the Landlord.

(8) Tenant and Tenant's employees shall park their vehicles only in those parking areas designated for that purpose by Landlord. Tenant shall furnish Landlord with State automobile license numbers assigned to Tenant's vehicle or vehicles, and vehicles of Tenant's employees, within ten (10) days after taking possession of the Leased Premises and shall thereafter notify Landlord of any changes within five (5) days after such changes occur.

(9) 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.

(10) Provided Tenant is responsible for the existence of pests in the leased Premises, Tenant shall use at Tenant's cost such pest extermination contractor as Landlord may direct and at such intervals as Landlord may require.

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(11) Tenant shall not burn any trash or garbage of any kind in or about the Leased Premises, the Shopping Center, or within one mile of the outside property lines of the Shopping Center.

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

(13) Tenant shall not commit or suffer to be committed any waste upon the Leased 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 Leased Premises may be located, or in the Shopping Center.

(14) Tenant shall, at Tenant's sole cost and expense, comply with all of the requirements of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to the Leased Premises, and shall faithfully observe in the use of the Leased Premises all municipal and county ordinances and state and federal 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, including, without limitation, Title III of the Americans with Disabilities Act of 1990 ("ADA") and the U.S. Occupational Safety and Health Administration ("OSHA"). Notwithstanding the foregoing, Landlord shall cause the structural portions of the Shopping Center, including the Leased Premises, to comply with all applicable statutes, ordinances, rules, regulations, orders and requirements now or hereafter applicable thereto; including, but not limited to, any requirements imposed under ADA or OSHA; provided, however, if with respect to the Leased Premises, such compliance is necessitated by reason of Tenant's particular manner of using the Leased Premises, then such compliance will be accomplished by Tenant at its expense. 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 and promulgate additional rules and regulations applicable to the Leased Premises and the Shopping Center.

ARTICLE IX
INSURANCE

SECTION 9.01 (A) LANDLORD'S COVERAGE.

Landlord agrees to carry, or cause to be carried Commercial General Liability Insurance on the Shopping Center, providing coverage of not less than $2,000,000 Combined Single Limit for Bodily Injury, including Death and Property Damage Liability arising out of any one occurrence. Landlord shall have the right to carry or cause to be carried additional types of insurance in whatever limits Landlord chooses. Tenant understands and acknowledges that Landlord may have a blanket insurance policy which may be allocated by Landlord among the properties owned or managed by Landlord as Landlord, in Landlord's reasonable opinion, deems appropriate.

SECTION 9.01 (B) TENANT'S COVERAGE.

Tenant shall maintain at its sole expense during the term hereof commercial general liability insurance with insurance companies with a minimum AM Best rating or A-VIII or higher, authorized to transact business in New York State, covering Tenant, and naming Landlord and Landlord's mortgagee as an additional insured, providing single limit coverage of not less than $2,000,000.00 bodily injury, including death and personal injury, and property damage for any one occurrence in the Leased Premises, and $3,000,000.00 per location

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general aggregate. Tenant shall also keep in force rent insurance as well as fire and extended coverage, vandalism and malicious mischief insurance, including, but not limited to, a standard "all risk" policy insuring and protecting against all risk of physical loss or damage to Tenant's improvements and property, including, but not limited to, inventory, trade fixtures, furnishings and other personal property for the full replacement cost thereof. Tenant will cause such insurance policies to name Landlord as an additional loss payee. In addition, Tenant shall keep in force Workers' Compensation or similar insurance to the extent required by law. Tenant shall deliver said policies or certificates thereof to Landlord at least five (5) days prior to the commencement of Tenant's work. Should Tenant fail to effect 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 thirty (30) days' prior written notice before the policy or policies in question shall be altered or canceled.

SECTION 9.02 INCREASE IN FIRE INSURANCE PREMIUM.

(1) Tenant shall not keep, use, sell or offer for sale in or upon the Leased Premises any article nor conduct the operation of its business in a manner which may be prohibited by the standard form of fire insurance casualty 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 Leased Premises or the Shopping Center, resulting from the type of merchandise sold or manner of operation by Tenant in the Leased Premises, whether or not Landlord has consented to the same. In determining whether increased premiums are the result of Tenant's use of the Leased Premises, a schedule, issued by the organization making the insurance rate on the Leased Premises, showing the various components of such rate, shall be conclusive evidence of the several items and charges which make up the fire insurance rate on the Leased Premises.

(2) In the event Tenant's occupancy causes any increase of premium for the fire and/or casualty rates on the Leased 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 or other casualty. Invoices 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. Landlord will provide written notification should such events occur and provide Tenant with estimated additional charges, thirty (30) days prior to these charges being implemented.

SECTION 9.03 INDEMNIFICATION.

Tenant hereby agrees to indemnify and hold Landlord harmless from any and all claims, damages, liabilities or expenses arising out of (a) Tenant's use of the Leased Premises or the Shopping Center, (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 Leased Premises, the Shopping Center, or any part thereof or any appurtenances thereto arising out of repair, or due to the happening of any accident, including, but not limited to, any 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 Shopping Center. 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 willful acts or acts of negligence of Landlord or its contractors or employees, and then only to the extent not covered by insurance to be obtained by Tenant in accordance with Section 9.01 hereof.

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SECTION 9.04 MUTUAL RELEASE, WAIVER OF SUBROGATION.

This section has been intentionally deleted.

ARTICLE X
CASUALTY AND CONDEMNATION

SECTION 10.01 FIRE, EXPLOSION OR OTHER CASUALTY.

In the event the Leased Premises are damaged by fire, explosion or any other casualty to an extent which is less than fifty percent (50%) of the cost of replacement of the Leased Premises, the damage, except as provided in Section 10.02, 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. If: (a) Landlord is not required to repair as hereinabove provided, or (b) the Leased Premises shall be damaged to the extent of fifty percent (50%) or more of the cost of replacement, or (c) the building of which the Leased Premises are a part is damaged to the extent of twenty-five percent (25%) or more of the cost of replacement, or (d) the buildings (taken in the aggregate) in the Shopping Center shall be damaged to the extent more than twenty-five percent (25%) or more of the cost of replacement, then Landlord may elect either to repair or rebuild the Leased Premises or the building or buildings, Landlord or Tenant may terminate this Lease upon giving notice of such election in writing within ninety (90) days after the occurrence of the event causing the damage. If the casualty, repairing or rebuilding shall render the Leased Premises untenable, in whole or in part, and the damage shall not have been due to the default or neglect of Tenant, a proportionate abatement of the Fixed 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 untenable bears to the floor area of the Leased Premises.

SECTION 10.02 INTENTIONALLY DELETED.

SECTION 10.03 CONDEMNATION.

If the whole of the Leased 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 Shopping Center 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. In the event of a partial taking which does not result in the termination of this Lease, Fixed Rent shall be apportioned according to the part of the Leased Premises remaining unusable by Tenant.

SECTION 10.04 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 Leased Premises or Shopping Center, 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 Leased Premises or otherwise, the Tenant hereby assigns to Landlord all of 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

SECTION 10.05 RESTORATION.

In the event of a taking in respect of which this Lease is not terminated, this Lease and the term hereof shall continue in full force and effect and Landlord forthwith shall attempt to restore the remaining portions of the Leased Premises and the Shopping Center to an architectural whole; provided, however, that in no event shall Landlord be require to expend in connection with such restoration more than the amount of any condemnation award actually received by Landlord.

ARTICLE XI
DEFAULT AND REMEDIES

SECTION 11.01 DEFAULTS DEFINED.

In the event that Tenant (a) fails to pay all or any portion of any Rent, Additional Rent or other sum due from Tenant hereunder within five (5) 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 Leased Premises as herein required; (e) commits an act in violation of this Lease; (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 11.01(f) 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 Leased Premises; or (h) is otherwise in breach of Tenant's obligations hereunder and shall not have cured same within ten (10) 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 of the Leased Premises and without terminating this Lease re-enter and resume possession of the Leased Premises and/or declare this Lease terminated, and may thereupon in either event remove all persons and property from the Leased Premises, with or without resort to process of any court, either by force or otherwise. Notwithstanding such re-entry by Landlord, Tenant hereby indemnifies, holds Landlord harmless and will defend Landlord 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 Leased Premises abrogate Tenant's agreement to pay rent and additional charges due hereunder for the full term hereof. Following re-entry of the Leased Premises by Landlord, Tenant shall continue to pay all such Rent as same becomes due under the terms of this Lease, together with all other expenses incurred by Landlord in regaining possession, until such time, if any, as Landlord relets same and the Leased Premises are occupied by such successor, it being understood that Landlord shall have no obligations to mitigate Tenant's damages by reletting the Leased Premises. The balance, if any, shall be applied against the deficiency between all amounts received hereunder and sums to be received by Landlord on reletting, which deficiency Tenant shall pay to Landlord in full, within five (5) days of notice of same from Landlord. Tenant shall have no right to any proceeds of reletting that remain following application of same in the manner set forth herein.

SECTION 11.02 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.

SECTION 11.03 BANKRUPTCY.

Landlord and Tenant acknowledge that the Leased Premises are located in a shopping center as the term is used in Title 11 of the United States Code relating to Bankruptcy, as amended ("Bankruptcy Code") and are subject to the terms of Section 365(b) thereunder. If Landlord shall not be permitted to terminate this Lease as hereinabove provided because of the provisions of the 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. 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 of the source of rent reserved hereunder due will not decline from the levels anticipated, and (3) 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, Utility Services, or other charges therefore.

SECTION 11.04 SELF HELP.

If either Tenant defaults in the performance of any obligation imposed on it by this Lease and does not cure such default within thirty (30) days after written notice from Landlord specifying the default (or does not within said period commence and diligently proceed to cure such default), Landlord, without waiver of or prejudice to any other right or remedy it may have, shall have the right, at any time thereafter, to cure such default for the account of the Tenant, and the Tenant shall reimburse Landlord invoice for any reasonable amount paid and any expense or contractual liability so incurred. The amount in default, together with interest due thereon, shall become Additional Rent due and payable upon invoice.

In the event of emergencies, or where necessary to prevent injury to persons or damage to property, Landlord may cure a default by Tenant before the expiration of the waiting period, but after giving such written or oral notice to Tenant as is reasonably practical under all of the circumstances.

ARTICLE XII
ASSIGNMENT AND SUBLETTING

SECTION 12.01 ASSIGNMENT AND SUBLETTING.

Except as otherwise specified herein, Tenant shall not, voluntarily, involuntarily or by operation of law, sell, mortgage, pledge, or in any manner transfer or assign this Lease, in whole or in part, nor sublet all or any part of the Leased Premises, nor license concessions or lease departments therein, without first obtaining the written consent of the Landlord which consent shall not be unreasonably withheld by Landlord. At least thirty (30) days prior to the transfer, Tenant shall furnish Landlord with (a) all documents related to the transfer; (b) all financial statements of the proposed transferee, including, but not limited to, the most recent income, balance sheet and changes thereto, in audited form, if available; (c) any other relevant information that Landlord has theretofore reasonably requested regarding the proposed transfer; and (d) a statement signed by an authorized

officer of an assignee in the case of an assignment agreeing that the assignee will be liable for all obligations thereafter arising under this Lease. Within thirty (30) days from receipt of Tenant's request for transfer, Landlord shall respond to Tenant's request and consent will not be unreasonably withheld or delayed.

Consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting and shall not constitute a release of the Tenant hereunder. This prohibition includes any subletting or assignment which would otherwise occur by operation of law, merger, consolidation, and, reorganization, transfer or other change of Tenant's corporate or proprietary structure, except as authorized in Section 12.04 below.

SECTION 12.02 INTENTIONALLY DELETED

SECTION 12.03 WITHHOLDING OF CONSENT.

Notwithstanding the above, it shall not be unreasonable for Landlord to withhold its consent if:

(i) the credit rating of the proposed transferee is not sufficient to assure ability to pay rent, at the time of the request for transfer or as of the date of execution of this Lease;

(ii) the proposed transferee does not have at least two (2) years of relevant retail experience;

(iii) the proposed transferee's business, in Landlord's reasonable opinion, is not equal to, or greater than, the class, quality or standard of operation of Tenant's business;

(iv) the proposed transferee's use conflicts with any exclusive use granted by Landlord to any other tenant in the Shopping Center and consent to transfer would cause Landlord to default under its exclusivity provision with such other tenant or any restrictions set forth in applicable Declaration and REA;

(v) the proposed transferee is then in default under any other lease with Landlord or Landlord's related entities, subsidiaries, or any members or partners of Landlord, or;

(vi) Tenant or the proposed transferee has failed to provide Landlord the information set forth in Section 12.01 herein.

SECTION 12.04 INTENTIONALLY DELETED

ARTICLE XIII
RIGHT OF ENTRY

SECTION 13.01 RIGHT OF 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 marihuana in accordance with article 33 of the Public Health Law and agrees to provide the New York State Department of Health, Mayor Erastus Corning 2nd Tower, The Governor Nelson A. Rockefeller Empire State Plaza, Albany, N.Y. 12237, with notification by certified mail of its intent to reenter the premises or to initiate dispossess proceedings or that the lease is due to expire, at least 30 days prior to the date on which the landlord intends to exercise a right of reentry or to initiate such proceedings or at least 60 days before expiration of the lease.

The secure nature of the business requires that the owner or their representatives will not be allowed inside the facility unless accompanied by authorized LabCare personnel. No recording devices will be allowed inside the facility other than devices owned by LabCare, Inc.. Reasonable access will be provided at reasonable times to show prospective purchasers or tenants of the building, in accordance with NYS DOH visitor regulation protocols. During the six (6) months prior to the expiration of the Lease Term or any renewal term, Landlord may exhibit the Leased Premises to prospective tenants or purchasers, and place upon the Leased Premises the usual notices "For Lease" or "For Sale," which notices Tenant shall permit to remain thereon without molestation.

ARTICLE XIV
TENANT'S PROPERTY AND EMERGENCY NOTIFICATION

SECTION 14.01

This section has been intentionally deleted.

SECTION 14.02 NOTICES BY TENANT.

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

ARTICLE XV
SUBORDINATION, NONDISTURBANCE AND ATTORNMENT

SECTION 15.01 ATTORNMENT.

If any proceedings are brought for foreclosure, or if the power of sale under any mortgage, deed of trust or deed to secure debt made by Landlord covering the Leased Premises is exercised, Tenant shall attorn to the purchaser upon the foreclosure or sale and recognize the purchaser as the Landlord under this Lease.

SECTION 15.02 SUBORDINATION AND NONDISTURBANCE.

Tenant's rights shall be subordinate to the interest of any ground lessor and to the lien of any mortgage or deed of trust in force or later placed against the Shopping Center, upon any building placed later upon the Shopping Center and to all advances made upon the security thereof. The ground lessor or the mortgagee or beneficiary named in the mortgage or trust deed shall agree that Tenant's peaceable possession of the Leased Premises shall not be disturbed if Tenant is not in default under this Lease. Any mortgagee or beneficiary of Landlord may, at its option, subordinate its mortgage or trust deed to this Lease. This ARTICLE is self-operative, and no further documentation of Tenant's subordination and attornment is required, however Tenant shall execute any subordination agreement requested by Landlord, any mortgagor or beneficiary of Landlord upon written request.

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SECTION 15.03 MORTGAGEE'S APPROVAL.

If any mortgagee of the Shopping Center requires any modification of the terms and provisions of this Lease as a condition to such financing as Landlord may desire, then Landlord shall have the right to cancel this Lease if Tenant fails or refuses to approve and execute such modification(s) within thirty (30) days after Landlord's request thereof, provided said request is made prior to the Commencement Date. Upon such cancellation by Landlord, this Lease shall be null and void and neither party shall have any liability either for damages or otherwise to the other by reason of such cancellation. In no event, however, shall Tenant be required to agree, and Landlord shall not have any right of cancellation for Tenant's refusal to agree, to any modification of the provisions of this Lease relating to: the amount of Rent or other charges reserved herein; the size and/or location of the Leased Premises; the duration and/or Commencement Date of the term; or the reduction of the improvements to be made by Landlord to the Leased Premises prior to delivery of possession.

SECTION 15.04 ESTOPPEL CERTIFICATE.

Within ten (10) days after request therefor by Landlord, or in the event that upon any sale, assignment or hypothecation of the Leased 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 Rent and other charges have been paid.

ARTICLE XVI
SURRENDER OF LEASED PREMISES

SECTION 16.01 CONDITION ON SURRENDER.

At the expiration or earlier termination of this Lease, Tenant shall surrender the Leased 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 Leased Premises caused by the removal of any furniture, trade fixtures or other personal property placed in the Leased Premises.

SECTION 16.02 HOLDING OVER.

If Tenant remains in possession of the Leased Premises after the expiration of the Term without a new lease (even if Tenant has paid and Landlord has accepted rent), Tenant shall be deemed to be occupying the Leased Premises as a tenant from month to month, subject to the covenants, conditions and agreements of this Lease. The monthly rental shall be computed based on $1/6^{th}$ of the rental payable to Landlord during the last 12-month period of the Term. If Tenant fails to surrender the Leased Premises on the termination of this Lease, Tenant shall, in addition to other liabilities to Landlord, indemnify, defend and hold Landlord harmless from loss and liability resulting from that failure including, but not limited to, claims made by a succeeding tenant. The exercise of Landlord's rights shall not be interpreted to allow Tenant to continue in possession, nor shall it be deemed an election to extend the Term beyond a month-to-month basis. If Landlord, in its sole discretion, determines to permit Tenant to remain in the Leased Premises on a month-to-month basis, the month-to-month tenancy shall be terminable on thirty (30) days, prior written notice given by either party to the other party. This section will not be applicable if there are good faith negotiations going on between the Tenant and Landlord.

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ARTICLE XVII
MISCELLANEOUS

SECTION 17.01 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 preceding 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 condition of this Lease shall be deemed to have been waived by Landlord, unless such waiver be in writing by Landlord.

SECTION 17.02 QUIET ENJOYMENT.

Landlord covenants that Tenant, upon paying Rent and all sums due from Tenant to Landlord, and performing and observing all of Tenant's obligations under this Lease, shall peacefully and quietly have, hold and enjoy the Leased Premises and the appurtenances throughout the Lease Term without interference by the Landlord, subject, nevertheless, to the other terms and provisions of this Lease.

SECTION 17.03 ACCORD AND SATISFACTION.

No payment by Tenant or receipt by Landlord of a lesser amount than the Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated Rent, nor shall any endorsement or statement 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 17.04 ENTIRE AGREEMENT.

This Lease and the Exhibits and Rider, 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 Leased 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 in writing and signed by them.

SECTION 17.05 NO PARTNERSHIP OR JOINT VENTURE.

Landlord does not, in any way or for any purpose, become a partner of Tenant in the conduct of its business, or otherwise, or a member of a joint enterprise with Tenant.

SECTION 17.06 INTENTIONALLY DELETED

SECTION 17.07 NOTICES.

Any notice, demand, request or other instrument which may be or are required to be given under this Lease shall be in writing and shall be delivered personally or sent by either United States certified mail postage prepaid, expedited mail service, overnight delivery or authenticated electronic transmission unless otherwise specifically set forth in this Lease 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

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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 at the time of refusal, whichever is earlier.

SECTION 17.08 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 17.09 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, be the same one or more; 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 17.10 BROKER'S COMMISSION.

Tenant warrants that it has had no dealings with any broker or agent in connection with this Lease, except as designated in Section 1.01, and covenants to pay, hold harmless and indemnify Landlord from and against any and all cost, expense or liability for any compensation, commissions and charges claimed by any broker or agent with respect to this Lease or the negotiation thereof.

SECTION 17.11 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, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

SECTION 17.12 EXECUTION OF LEASE.

The submission of this Lease for examination does not constitute a reservation of or option for the Leased Premises and this Lease becomes effect as a Lease only upon execution and delivery thereof by Landlord and Tenant. If Tenant is a corporation, LLC, partnership, or other legally recognized business entity authorized to do business in New York State, 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 17.13 INTENTIONALLY DELETED.

SECTION 17.14 APPLICABLE LAW.

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The laws of the State of New York shall govern the validity, performance and enforcement of this Lease without regard to its conflicts of law principles, that venue is proper in Onondaga County and that all parties agree to the in personam jurisdiction and waive any objections thereto.

SECTION 17.15 INTENTIONALLY DELETED.

SECTION 17.16 INTENTIONALLY DELETED.

SECTION 17.17 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 17.18 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, even if not specifically mentioned in said sections containing such obligation.

SECTION 17.19 COUNTERCLAIM AND JURY TRIAL.

In the event that the Landlord commences any summary proceedings or action for non-payment of Rent or other charges provided for in this Lease, Tenant shall not interpose any counterclaim of any nature or description in any such proceeding or action. Tenant and Landlord both waive a trial by jury of any or all issues arising in any action or proceeding between the parties hereto or their successors, under or connected with this Lease, or any of its provisions.

SECTION 17.20 REPRESENTATIONS.

Tenant acknowledges that neither Landlord nor Landlord's agents, employees or contractors have made any representations or promises of any kind with respect to the Leased Premises, the Shopping Center or this Lease except as expressly set forth herein.

SECTION 17.21 PERSONAL GUARANTEE.

Principal shall execute a personal guarantee attached hereto as Exhibit B

SECTION 17.22 JOINT AND SEVERAL LIABILITY.

If there is more than one Tenant, the obligations imposed by this Lease upon Tenant shall be joint and several. If there is (are) guarantor(s) of Tenant's obligations, the obligation imposed on Tenant shall be joint and several obligations of Tenant and such Guarantor(s). Landlord need not first proceed against the Tenant before proceeding against such Guarantor(s). The Guarantor(s) shall not be released from their guaranty for any reason whatsoever including amendments to the Lease, waivers of default of Tenant, failure to give the Guarantor(s) any notices to be given Tenant, or release of any party liable for payment of Tenant's obligations under this Lease. This Section shall survive this Lease.

SECTION 17.23 MISCELLANEOUS.

Notwithstanding any provision of this Lease to the contrary, the Term shall commence, if at all, not later than twenty-one (21) years after the date of this Lease. All provisions of the Lease have been negotiated by both

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parties at arm's length and neither party shall be deemed the scrivener of this Lease. The Lease shall not be construed for or again either party by reason of the authorship or alleged authorship of any provision hereof.

The parties hereto agree that all references in this Lease to statutes shall be deemed to refer to such statutes or regulations as they may be amended from time to time and to any successor statute or regulation hereto.

IN WITNESS WHEREOF, the parties hereto have executed this lease this 27 day of May, 20 15, first above written.

LANDLORD

Shop City PW/LB, LLC.

By: _____

Its: _____

TENANT

Lab Care, Inc.

By: Kathleen M Casucci DDS

Its: CEO

Exhibit A
Site Plan

Exhibit B
Personal Guaranty

The undersigned, Kathleen Casacci, an individual with a residence at [redacted] hereinafter called the "Guarantor", in consideration of the execution and delivery of a certain Standard Shopping Center Lease dated May 27, 2015 ("the Lease"), pursuant to which **SHOP CITY PW/LB, LLC**. with principal office at: 314 Fifth Avenue, Third Floor, New York, NY 10001 (hereinafter and in the Lease called "Landlord") has leased to: **Lab Care, Inc.** (hereinafter and in the Lease called "Tenant") certain premises containing approximately 3,050 square feet of space situate in the Shopping Center located in the Town of Syracuse, County of Onondaga, and State of New York as more fully described in the Lease, and for other good and valuable consideration paid to Guarantor by Landlord, the receipt and sufficiency of which 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 the Lease, for the entire Term of the Lease, including the payment of all amounts that may be or become payable by Tenant to or for the benefit of Landlord under the Lease.

Guarantor hereby agrees with Landlord that this Guaranty is unconditional and irrevocable, and Guarantor hereby 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 or non-monetary obligation of Tenant under the Lease, (c) the right to require Landlord first to proceed against Tenant prior to proceeding against Guarantor for enforcement of Guarantor's obligations under this Guaranty, and (d) notice of any amendment, assignment or modification of the Lease or any of the provisions contained in the Lease.

Guarantor further agrees that the validity of this Guaranty and Guarantor's obligations under this Guaranty 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 the Lease. If more than one person signs this Guaranty, their obligations shall be joint and several.

This Guaranty shall be binding on Guarantor and Guarantor's heirs, executors, administrators, successors, assigns and legal representatives and shall benefit Landlord and Landlord's successors, assigns and legal representatives.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed on this 27 day of May, 2015.

Rachel M Casacci.

Kathleen Casacci
Address:

Exhibit C
Tenant's Work

IN WITNESS WHEREOF, the parties hereto have executed this lease this 21 day of May, 2015, first above written.

LANDLORD

Shop City PWALB, LLC

By: _____

Its: Managing Principal

TENANT

Lab Care, Inc.

By: _____

Its: its CEO

LabCare's Oneida County Rome Dispensary Facility Lease

LETTER OF INTENT
(LEASE)

May 22, 2015

Lilac Group-Rome Inc.
5 Rigger Drive
Monroe, NY 10950

Dear Mr. Niederman:

This letter will serve as an expression of our mutual intent to enter into a lease between the undersigned as Tenant and you as Landlord with respect to approximately **9,460±** rentable square feet located in premises known as **the Former Bank of America located at 200 West Dominick Street Rome, NY 13440**. It is our mutual intent that a lease be negotiated between us setting for the business terms described on Exhibit A attached hereto and otherwise containing terms and conditions mutually acceptable to both of us.

Both parties acknowledge and agree that this is a Letter of Intent and as such is only an expression of our present intention and desire to conduct negotiations with respect to the leasing by the undersigned from you of the premises described in this letter. This Letter of Intent is subject in all respects to each of us conducting such inquiries and due diligence as we deem appropriate and to the negotiation, execution and delivery of a lease which is in all respects satisfactory to both of us.

Notwithstanding anything to the contrary contained in this letter, both of us agree that Pyramid Brokerage Company, Inc. ("Pyramid Brokerage Company") has been instrumental in bringing about the transaction contemplated by this letter and you as Landlord agree to pay to Pyramid Brokerage Company a commission equal to 8% of (a) the gross rent payable during the initial lease term, such amounts to be due and payable by Landlord upon the execution and delivery of the lease contemplated hereby and (b) the gross rent payable upon the exercise of any option to extend the lease term or any lease of additional space in the above-described premises. Except and only to the extent provided for in the immediately preceding sentence, this Letter of Intent shall have no binding effect upon either of the parties hereto and as such no party shall have any obligation other than as set forth in the immediately preceding sentence other than as is provided for in the definitive lease executed and delivered by both parties. The provisions of this paragraph supplement but do not replace or supercede the provisions of any separate listing, commission or similar agreement between Pyramid Brokerage Company and you as Landlord.

IF YOU DO NOT FULLY UNDERSTAND THIS DOCUMENT, WE RECOMMEND THAT YOU CONSULT AN ATTORNEY BEFORE SIGNING.

DATED: May 22, 2015

TENANT
By: Daniel J. Casacci
Daniel J. Casacci, President

The undersigned agrees to the terms and conditions of the herein above set forth Letter of Intent.

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

Rev. 3/2002

By: _____ 5/26/2015
Joseph Niederman, Vice President

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

EXHIBIT A
Certain Business Terms

The following are the business terms referred to in the above-set forth Letter of Intent:

1. Landlord Name: **Lilac Group-Rome Inc.**

2. Tenant Name: **LabCare, Inc. (FEIN: [redacted] with an address at 31 Clearwater Drive, Amherst, NY 14228**

3. Building Address: **200 West Dominick Street – Tax ID #242.049-1-26**

4. Description of Premises by Square Footage and Floor Location: **9,460± RSF known as the existing Bank of America suite located in the Southwest side of the building. (The tunnel and drive through teller space is not included in the leased premises).**

5. Use of Premises: **Medical Marijuana Dispensary**

6. Initial Lease Term: **5 Years (60 months)**

7. Target Lease Commencement Date: **Delivery by Landlord by August 1, 2015 with term and rent commencement to begin the sooner of the first day open for business or no later than November 1, 2015.**

8. Base Rent Amount: **$7,300.00/Month – NNN Plus Utilities (All building expenses will be reimbursed on a pro rata basis).**

9. Rent Escalation: **N/A**

10. Additional Rent/Operating Expenses: **N/A**

11. Landlord Improvements included in Base Rent or Dollar Amount of Allowance: **N/A**

12. Security Deposit: **Equal to the First and Last Month's Rent ($14,600.00) which is due upon NYS Department of Health Site Approval.**

13. Common Area Charges: **N/A**

14. Required Permits: **Responsibility of Tenant to obtain all Licenses and any additional permits required to legally operate a medical marijuana dispensary.**

15. Provision/Payment for Utilities: **Separate Utilities for the Leased Premises shall be the Tenant's responsibility (Utilities will either be metered separately or reimbursed on a pro rata basis).**

16. Landlord Maintenance Responsibility: **Structural and HVAC.**

17. Tenant Maintenance Responsibility: **Maintenance Contract, Trash Removal, and Interior Cleaning for the Leased Premises.**

18. Assignment/Sublease Authority: **Tenant must not assign the Lease or Sublet all or part of the Leased Premises.**

19. Option to Renew Lease: **One (1), Five (5) Year renewal option at $7,500.00/Month – NNN Plus Utilities.**

20. Option for Additional Space: **N/A**

21. Insurance Requirements: **As requested by Landlord and as required by State/Federal Law.**

22. Parking: **N/A**

23. Signage: **Any changes or additions shall be at Tenant's expense and must first have Landlord and Governmental approval.**

24. Miscellaneous Considerations:
Tenant Improvements: Any work performed on the Leased Premises must first have Landlord and Governmental approval. The Lessee will share all records of capital improvements with the Landlord upon request.

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

Execution of the lease is contingent on LabCare, Inc. receiving and maintaining a license from New York State to grow/dispense medical marijuana with the Department of Health approval of the facility. We should know around July 2015 if we are awarded the license.

The first three months of the lease are rent free in order to do building repairs and modifications to the existing facility. Our intention is to put in tens of thousands of dollars worth of building improvements including a secure buzz in entry way, office space improvements, high level security, and other permanent changes to the property with landlord approval (internal & external). These modifications will take approximately four months to complete and will need New York State Department of Health and Police approval prior to our official occupancy.

The secure nature of the business requires that the owner or their representatives will not be allowed inside the facility unless accompanied by authorized LabCare personnel. No recording devices will be allowed inside the facility other than devices owned by LabCare, Inc.

LabCare, Inc. will have the use of office dividers, desks, chairs, tables, vault, and window treatments for the duration of the rental period which shall be included in the lease price.

Attachment

D1

RO Application
DOH-5138
Medical Marihuana

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Attachment

D2

RO Application
DOH-5138
Medical Marihuana

Section D 2: Transportation And Distribution

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Attachment

D3

RO Application
DOH-5138
Medical Marihuana

Attachment D3: Dispensing and Sale

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Attachment

D4

RO Application
DOH-5138
Medical Marihuana

Section D 4: Devices

At LabCare, we have two main categories of devices, vaporizers and child proof containers. Vaporizers are intended to be used with our vaporizer oil product line. We have four vaporizer styles we'll be selling in our dispensaries. The first vaporizer is a low cost, easy to use unit that is compact, and features either a disposable or re-usable atomizer. This unit is pre-set and dialed in for the correct temperature for vaporizing marihuana oil and the user can simply inhale to use it. The second is a high end, top of the line, vaporizer pen with greater functionality. This may be preferable for those that wish to change settings and are more tech savvy. We also carry a lower cost volcano vaporizer bag system for those that prefer this device style. Finally, we have a top of the line volcano vaporizer system that is regarded to be the most technologically advanced vaporizer available.

In regards to our child resistant locking devices, we have several options available, each complying with DOH regulation:

1004.11 5 (i) The registered organization shall package the approved medical marihuana product such that it is child-resistant, tamper-proof/tamper-evident, light-resistant, and in a resealable package that minimizes oxygen exposure"

Our first child resistant locking device is a standard amber prescription bottle with ASTM D3475 – 14 compliant locking mechanisms. All marihuana products will be loaded into these compliant prescription bottles and packaged at the production facility. For those that wish an additional layer of security we have Compliant Child Resistant Exit Bags that are designed to to ASTM D3475 standards and feature compliance with 16 CFR 1700.20. Finally, we have a prescription bottle with a combination locking mechanism.

This section complies with NYS DOH regulation:

"*1004.5 b 4 (i) a detailed description of any devices used with approved medical marihuana products to be offered or sold by the registered organization"*

Marihuana Oil Vaporizer Kit

Department: Distribution And Selling
Facility Type: Dispensary

Description

- LabCare Dispensed Vaporizer Cartridges w/ Doctor Recommendation
- Battery Compartment Charges in a USB Port
- 115Vac Adaptor Plug Included
- A Stylish Carrying Case Holds All Vaporizer Parts
- Available In Three Colors: White, Pink and Black
- Each Kit Comes with a Refillable Vaporizer Oil Cartridge

Vendor: SWDT CO, . Ltd

Product – The LabCare iStick

Department: Distribution And Selling
Facility Type: Dispensary

Description

The LabCare iStick 50W is a battery base for medical marihuana vaporizer cartridges. The iStick is fully adjustable with a display. Powerful vapor can be generated due to the expanded range of output voltage (2V-10V) and wattage (5W-50W), with 4400 mAh battery capacity. It retains a strong spring connector and wear-resistant stainless steel thread. Moreover, the additional temperature alarm function makes it high-safety even in strong vaporizing.

Vendor: Eleaf

Product – The LabCare Volcano

Department: Distribution And Selling
Facility Type: Dispensary

Description

The advantages of the LabCare Volcano Digit include its large LED display, which immediately and visually informs the user about the operating status, as well as the electronic control system. Precise electronic control with temperature accuracy ±2.7°F and automatic switch off.

Vendor: Storz & Bickel America Inc.

Product – The Herbalizer

Department: Distribution And Selling
Facility Type: Dispensary

Description

LabCare will be offering the Herbalizer which is the most advanced vaporizer we could find in the marketplace. The Herbalizer heats medical marihuana oils to within +/- 5°F instantly. The Herbalizer allows for direct inhalation through a tube or through an inflated balloon. For patients that need assistance vaporizing, there is also a fan that can be turned on. This unit was designed by two former NASA engineers and is very well constructed.

Vendor: Herbalizer

Product – LabCare Lock Bottle

Department: Distribution And Selling
Facility Type: Dispensary

Description

Patient's children and their friends are naturally curious. Experimenting with powerful prescription drugs is not healthy. It is best to stop it before it starts. LabCare's Safer Lock safely secures medical marihuana capsules in a small, convenient and portable container. Using a combination locking mechanism secures the lid until the patient opens it.

Vendor: Gatekeeper Innovation

Product – Childproof Discrete Bag

Department: Distribution And Selling
Facility Type: Dispensary

Description

LabCare, Inc. will offer the option to its patient of receiving their medical cannabis products in a lockable child proof bag. This solves the problem of keeping medication secure and out of the hands of children. These bags are compliant to ASTM D3475 Standards.

Vendor: FunkSac

Equipment –Child Proof Bottles

Department: Distribution And Selling
Facility Type: Dispensary

Description

LabCare, Inc. will provide all of its dispensed medical marihuana in child proof palm turn prescription bottles. These bottles conform to USP Light and Tight Standards as well as CPSC Child-Resistant and Senior Use Requirements.

Vendor: Gold Star International

Attachment

D5

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Medical Marihuana

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Attachment

D6-1

RO Application
DOH-5138
Medical Marihuana

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Attachment

D6-2

RO Application
DOH-5138
Medical Marihuana

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Attachment

D6-3

RO Application
DOH-5138
Medical Marihuana

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Attachment

D6-4

RO Application
DOH-5138
Medical Marihuana

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D6-5

RO Application
DOH-5138
Medical Marihuana

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D6-6

RO Application
DOH-5138
Medical Marihuana

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Attachment

D7

RO Application
DOH-5138
Medical Marihuana

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Attachment

D8

RO Application
DOH-5138
Medical Marihuana

Section D 8: Returns, Complaints, Adverse Events and Recalls

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Attachment

D9

RO Application
DOH-5138
Medical Marihuana

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Attachment

D10

RO Application
DOH-5138
Medical Marihuana

Section D 10: Record Keeping

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Attachment

E

RO Application
DOH-5138
Medical Marihuana

Section E: Organizational Documents

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."

Below are copies of all organizational documents as required on the application and in full compliance with NYS DOH regulation:

1004.5 (5) copies of the organizational and operational documents of the applicant, including but not limited to, as applicable: the certificate of incorporation, bylaws, articles of organization, partnership agreement, operating agreement and other applicable documents and agreements, and all amendments thereto;

Articles Of Incorporation

ACKNOWLEDGEMENT COPY

CERTIFICATE OF INCORPORATION
OF
Lab Care, Inc.

Under Section 402 of the Business Corporation Law

I, the undersigned, a natural person of at least 18 years of age, for the purpose of forming a corporation under Section 402 of the Business Corporation Law of the State of New York hereby certify:

FIRST: The name of the corporation is:

Lab Care, Inc.

SECOND: This corporation is formed to engage in any lawful act or activity for which a corporation may be organized under the Business Corporation Law, provided that it is not formed to engage in any act or activity requiring the consent or approval of any state official, department, board, agency or other body without such consent or approval first being obtained.

THIRD: The county, within this state, in which the office of the corporation is to be located is ERIE.

FOURTH: The total number and value of shares of common stock which the corporation shall have authority to issue is: 200 SHARES WITH NO PAR VALUE.

FIFTH: The Secretary of State is designated as agent of the corporation upon whom process against it may be served. The address within or without this state to which the Secretary of State shall mail a copy of any process against the corporation served upon him or her is:

Bartolomei & Associates
335 Buffalo Ave
Niagara Falls, NY 14303

I certify that I have read the above statements, I am authorized to sign these Certificate of Incorporation, that the above statements are true and correct to the best of my knowledge and belief and that my signature typed below constitutes my signature.

Daniel J. Casacci (signature)

Daniel J. Casacci, INCORPORATOR
31 Clearwater Dr
Amherst, NY 14228

Filed by:
Cassie Stumpf
335 Buffalo Ave
Niagara Falls, NY 14303

ACKNOWLEDGEMENT COPY

New York State Department of State
Division of Corporations, State Records and Uniform Commercial Code
One Commerce Plaza, 99 Washington Avenue
Albany, NY 12231
www.dos.state.ny.us

CERTIFICATE OF AMENDMENT OF THE CERTIFICATE OF INCORPORATION OF

Lab Care, Inc.

(Insert Name of Domestic Corporation)

Under Section 805 of the Business Corporation Law

FIRST: The name of the corporation is:

Lab Care, Inc.

If the name of the corporation has been changed, the name under which it was formed is:

SECOND: The date of filing of the certificate of incorporation with the Department of State is:

12/3/2014

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 corporation would read as follows: Paragraph *First* of the Certificate of Incorporation relating to *the corporation name* is hereby amended to read as follows: *First: The name of the corporation is ... (new name) ...*)

Paragraph First of the Certificate of Incorporation relating to the corporate name

is hereby amended to read in its entirety as follows:

First: The name of the corporation is LabCare, Inc.

Paragraph _____ of the Certificate of Incorporation relating to

_____

is hereby amended to read in its entirety as follows:

_____

FOURTH: The certificate of amendment was authorized by: *(Check the appropriate box)*

☐ The vote of the board of directors followed by a vote of a majority of all outstanding shares entitled to vote thereon at a meeting of shareholders.

☒ The vote of the board of directors followed by the unanimous written consent of the holders of all outstanding shares.

(Signature)

Cassie Stumpf

(Name of Signer)

Filer

(Title of Signer)

CERTIFICATE OF AMENDMENT
OF THE
CERTIFICATE OF INCORPORATION
OF

Lab Care, Inc.

(Insert Name of Domestic Corporation)

Under Section 805 of the Business Corporation Law

Filer's Name Bartolomei & Associates

Address 335 Buffalo Ave

City, State and Zip Code Niagara Falls, NY 14303

NOTE: This form was prepared by the New York State Department of State. It does not contain all optional provisions under the law. You are not required to use this form. You may draft your own form or use forms available at legal stationery stores. The Department of State recommends that all documents be prepared under the guidance of an attorney. The certificate must be submitted with a $60 filing fee, plus the required tax on shares pursuant to §180 of the Tax Law, if applicable.

For Office Use Only

State Filling Receipt

N.Y.S. DEPARTMENT OF STATE
DIVISION OF CORPORATIONS AND STATE RECORDS ALBANY, NY 12231-0001

ONLINE FILING RECEIPT

ENTITY NAME: LAB CARE, INC.

DOCUMENT TYPE: INCORPORATION (DOM. BUSINESS) COUNTY: ERIE

FILED:12/03/2014 DURATION:PERPETUAL CASH#:141203010281 FILE#:141203010281
DOS ID:4674954

FILER:
CASSIE STUMPF
335 BUFFALO AVE
NIAGARA FALLS, NY 14303

EXIST DATE
12/03/2014

ADDRESS FOR PROCESS:
BARTOLOMEI & ASSOCIATES
335 BUFFALO AVE
NIAGARA FALLS, NY 14303

REGISTERED AGENT:

STOCK: 200 NPV

The corporation is required to file a Biennial Statement with the Department of State every two years pursuant to Business Corporation Law Section 408. Notification that the Biennial Statement is due will only be made via email. Please go to www.email.ebiennial.dos.ny.gov to provide an email address to receive an email notification when the Biennial Statement is due.

SERVICE COMPANY: ** NO SERVICE COMPANY **
SERVICE CODE: 00

FEE:	135.00	PAYMENTS	135.00
FILING:	125.00	CHARGE	135.00
TAX:	10.00	DRAWDOWN	0.00
PLAIN COPY:	0.00		
CERT COPY:	0.00		
CERT OF EXIST:	0.00		

DOS-1025 (04/2007)

Authentication Number: 1412030299 To verify the authenticity of this document you may access the Division of Corporation's Document Authentication Website at http://ecorp.dos.ny.gov

N. Y. S. DEPARTMENT OF STATE
DIVISION OF CORPORATIONS AND STATE RECORDS ALBANY, NY 12231-0001

FILING RECEIPT

ENTITY NAME: LABCARE, INC.

DOCUMENT TYPE: AMENDMENT (DOMESTIC BUSINESS) NAME

COUNTY: ERIE

FILED:12/09/2014 DURATION:********* CASH#:141209000510 FILM #:141209000483

FILER:

BARTOLOMEI & ASSOCIATES
335 BUFFALO AVE

NIAGARA FALLS, NY 14303

ADDRESS FOR PROCESS:

REGISTERED AGENT:

SERVICE COMPANY: ** NO SERVICE COMPANY ** SERVICE CODE: 00

FEES	85.00	PAYMENTS	85.00
FILING	60.00	CASH	0.00
TAX	0.00	CHECK	0.00
CERT	0.00	CHARGE	85.00
COPIES	0.00	DRAWDOWN	0.00
HANDLING	25.00	OPAL	0.00
		REFUND	0.00

DOS-1025 (04/2007)

NYS Department of State
Division of Corporations
Entity Information

The information contained in this database is current through May 8, 2015.

Selected Entity Name: CREDIT FREE SOLUTIONS, LLC

Selected Entity Status Information

Current Entity Name: LABCARE, INC.

DOS ID #: 4674954

Initial DOS Filing Date: DECEMBER 03, 2014

County: ERIE

Jurisdiction: NEW YORK

Entity Type: DOMESTIC BUSINESS CORPORATION

Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

BARTOLOMEI & ASSOCIATES
335 BUFFALO AVE
NIAGARA FALLS, NEW YORK, 14303

Registered Agent

NONE

This office does not record information regarding the names and addresses of officers, shareholders or directors of nonprofessional corporations except the chief executive officer, if provided, which would be listed above. Professional corporations must include the name(s) and address(es) of the initial officers, directors, and shareholders in the initial certificate of incorporation, however this information is not recorded and only available by viewing the certificate.

***Stock Information**

# of Shares	Type of Stock	$ Value per Share
200	No Par Value	

Name History

Filing Date	Name Type	Entity Name
DEC 09, 2014	Actual	LABCARE, INC.
DEC 03, 2014	Actual	LAB CARE, INC.

EIN Federal Information

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 04-17-2015

Employer Identification Number: [redacted]

Form: SS-4

Number of this notice: CP 575 A

LABCARE
31 CLEARWATER DR
AMHERST, NY 14228

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN [redacted] This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 941	10/31/2015
Form 940	01/31/2016
Form 1120	04/17/2015

After our review of your information, we have determined that you have not filed tax returns for the above-mentioned tax period(s) dating as far back as 2015. Please file your return(s) by 05/02/2015. If there is a balance due on the return(s), penalties and interest will continue to accumulate from the due date of the return(s) until it is filed and paid. If you were not in business or did not hire any employees for the tax period(s) in question, please file the return(s) showing you have no liabilities.

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.

* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.

* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is LABC. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

(IRS USE ONLY) 575A 04-17-2015 LABC B 9999999999 SS-4

Keep this part for your records. CP 575 A (Rev. 7-2007)

Return this part with any correspondence
so we may identify your account. Please
correct any errors in your name or address.

CP 575 A

9999999999

Your Telephone Number
( ) -
_____

Best Time to Call
_____

DATE OF THIS NOTICE: 04-17-2015
EMPLOYER IDENTIFICATION NUMBER: [redacted]
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

LABCARE
31 CLEARWATER DR
AMHERST, NY 14228

Shareholder Agreement

Shareholders' Agreement of LabCare, Inc.

1 Partners to the Agreement

LabCare, Inc. is a potential medical marihuana registered organization, a company applying to the NYS Department Of Health to be registered in New York State (hereinafter referred also as the Company) as a medical marihuana registered organization applicant (hereinafter referred also as Company services),

Partners:

a Dr. Kathleen Marie Casacci, 31 Clearwater Drive, Amherst, NY 14228, (hereinafter referred also as KMC)
b Daniel Joseph Casacci, 31 Clearwater Drive, Amherst, NY 14228, (hereinafter referred also as DJC)
c Christopher Dean Casacci, 110 Autumn Creek Lane, Apt. C, East Amherst, NY 14051, (hereinafter referred also as CDC)
d Michael Joseph Casacci, 244 Biscayne Blvd. Unit 2302, Miami, FL 33132, (hereinafter referred also as MJC)

2 Ownership of the shares

The ownership of the shares (total 200) is presented in the table below.

Shareholder	**Number of shares**	**%**
Dr. Kathleen Marie Casacci	[redacted]	[redacted]
Daniel Joseph Casacci		
Christopher Dean Casacci		
Michael Joseph Casacci		

3 Background & Rational and the Spirit of this Agreement

This Shareholders' Agreement defines the co-operation principles between the Partners, and related measures and responsibilities.

The Partners have recognized a growing market opportunity to provide company services to critically ill patients of NYS. The Partners have agreed upon pursuing this opportunity by their engagement with The Company.

The goal of the Partners is to develop The Company rapidly into a full scale provider of medical marihuana infused, pharmaceutical grade, products to residents of NYS. The initial protocols, NYS application form, and business plan will be submitted to the NYS Department Of Health by June 5th, 2015. The Company will continue to develop all operating and business plans continuously based on the market feedback and opportunities.

The purpose of this Agreement is to protect the interests of the Partners. It is not meant to punish a Partner who unintentionally breaches this Agreement and discontinues his or her misconduct after notification from other Partners.

In this spirit, the Partners agree not to sell The Company's shares to outsiders when share disposal restriction provisions of this Shareholders' Agreement (hereinafter referred also as Agreement) restrict the selling of the shares.

4 General Commitments

The Partners agree to the following:

We, as the Partners to this Agreement, agree to conduct our tasks in the field of The Company's business operations in the interests of the Company. All immaterial and other property rights created during or directly related to The Company business development process will become property of The Company unless agreed otherwise in written by all Partners.

Tasks and/or roles of the Partners:

Dr. Kathleen Marie Casacci – CEO/Medical Director

Main tasks and responsibilities:

- Government and public relations
- Dispensary oversight and management
- Quality control compliance with the State

Related incentive plan presented in Exhibit C

Daniel Joseph Casacci – President

Main tasks & responsibilities:

- Overseeing all facilities
- Handling conflict resolutions
- Ensuring proper department interaction
- Program oversight and modifications
- Assisting with NYS DOH compliance and diversion control
- Response for all security related concerns

Christopher Dean Casacci – Production Manager

Main tasks and responsibilities:

- Ensure proper production facility management
- Overseeing all production and processing compliance
- Ensuring GAP's and SOP's are utilized
- Participate as an active managerial role as needed
- Inventory control management

Michael Joseph Casacci – Public Relations

Main tasks and responsibilities:

- Ensuring a positive corporate image

- Interacting with government relations issues
- Coordinating public events and charity auctions
- Interfacing with physicians as permitted by DOH regulations

5 Proceedings

By default, each Partner can freely vote in a shareholders' meeting. However, the Partners agree on two exceptions to the above:

Firstly, if more than 2/3 of the shares owned by the Partners are supporting certain voting behavior, then all Partners will vote in agreement with the 2/3 majority of Partners. The purpose is to ascertain that the Partners will be unified, acting as a single group, even in the situations when there would be other shareholders in the Company than the Partners alone.

Secondly, certain decisions will require support by Partners holding at least 90% of all Partner shares; otherwise all Partners agree to vote against these decisions. The decisions are the following:

- Increasing and decreasing the share capital,
- Issuing new shares,
- Issuing convertible loans or options that can be transferred to shares,
- Selling all or a major part of the business of the company,
- Authorizing the Board to make decisions listed above.

To implement the proceedings describe above, the Partners agree to efficiently work together at the shareholders' meetings and before them. Any Partner may call the partners to meet with two week's notice, either in person if possible, or over internet/telephone, and otherwise following the protocols used for inviting a shareholders' meeting. The Partners will do their best effort to find meeting times – several meetings if necessary – to work out their common voting strategy.
The Partners agree to participate in all shareholders' meetings, either in person or by proxy instructed to follow the proceedings describe above.

6 Competition Restriction Clause

The Partners who have an active role in The Company undertake not to compete in any way, directly or indirectly, with the business of The Company. Here, the following definitions are used:

- Active role in The Company is defined as being either employed by The Company, or acting as a Board director, advisor, or consultant for the company.
- The business of The Company is defined based on the strategy, business plans, customer relations and pipeline, product roadmaps, and IPR's of The Company at any given time.

If a Partner ceases to have an active role in The Company, then the Partner agrees not to compete in any way with the business of The Company as defined at that moment, during the following 24 months.

In addition to the above, all Partners (not just those having an active role in The Company) agree not to compete in any way with the business of The Company during the first 36 months after signing this Shareholders Agreement of the company.

If The Company decides to change its strategy, business plan or business focus, this change and new business plan must be communicated to each Partner. If a competitive situation follows from the change by The Company, this is not considered as a breach of this Competition Restriction Clause.

If one or several Partners materially breach this Competition Restriction Clause, and do not correct the breach within 30 days after being notified about the breach by The Company or other Partners having at least 2/3 of the remaining Partner shares, with shares of the Partner(s) breaching the Clause excluded, then following sanction will be applicable:

The Partner(s) breaching the Competition Restriction Clause agree to sell their shares at a price that is 10% of their fair market price (as defined in Clause 9 below), pro rata of the other Partners' ownerships.

This breach shall be documented by the Board and it shall be proven to be harmful (e.g. The Company has lost business or competitive advantage) for The Company.

The Partners shall be deemed to have provided written consent in terms of this Chapter 6 to each Partner current ownership of and role/appointment in other companies/businesses and other activities as set forth in Exhibition B and each of the Partner shall not be in breach of this Chapter 6 in relation to any such ownership, role, appointment or activity.

7 Buy Back Option in normal Partner Exit Situation and Share Disposal Restrictions

The Partners undertake not to transfer their shares to third parties before 36 months of signing the shareholders Agreement for the first time, unless otherwise agreed in writing by the Partners holding at least 90% of the shares of the Company. This can also ONLY occur with NYS Dept. Of Health program transfer approval. Each Partner shall inform the other Partners about any intent to transfer the Partner's shares, and about the information to be given to third parties in connection with such intent to transfer shares.

The Partners to this Agreement have the right to buy shares back for a period of 12 months from resignation of a Partner, if the buyback has not materialized earlier.

8 Exit

In connection with the Liquidation Event, any Net Consideration shall be distributed pro-rata between the shareholders.

9 Abnormal Exit Situations

In the event that the Partner leaves the Company as a Bad Leaver, a defined 90% of his/her shares shall be subject to mandatory transfer to the Company at their nominal value.

A bad leaver is any shareholder that discontinues to be employed by the Company, in a consultant-relation with the Company, a board member for any of the following reasons:

(a) does not contribute the agreed minimum time and/or effort to The Company an on-going bases, as agreed by partners, and continues to not contribute after notification from other Partners.
(b) material breach of this Agreement;
(c) gross misconduct or any serious or persistent breach of any obligation to the Company or any associated Company of the Company;
(d) conviction of a criminal offence (for which a custodial sentence is imposed) by a court of competent jurisdiction; or

A Bad Leaver is determined by 3/4 of the Partners agreeing, backed with proper documentation.

10 Rules Governing Share Disposal

If any of the Partners, (the "Selling Partner"), negotiates with a third party/Partners ("the Buying Parties") on the transfer of its shares, the Selling Partner undertakes to promptly notify the other Partners in writing ("Tag-Along Notice") about such intent. Other Partners shall have the right, but not the obligation, to require the Selling Partner to cause that, either all, or proportionately the same amount of their shares, as the Selling Partner intends to transfer are purchased by that Buying Party/Partners ("Tag-Along Right") at the same consideration and otherwise on the same terms and conditions obtained by the Selling Party. In such share transfer, the Selling Partner shall make best efforts to find a third Partner to whom all of the shares could be transferred at market price. The other Partners respectively must inform the Selling Partner within 30 days from the receipt of the Tag-Along Notice whether they wish to use their respective Tag-Along Rights.

In the event that a group of owners holding majority of Company shares ("Majority Holders") have found a candidate ("Third Partner Offeror") who wishes bona fide to purchase all of the shares of the Company, the Majority Holders shall have the right but not the obligation, to require that the other Partners to this Agreement transfer their shares to the Third Partner Offeror ("Drag-Along Right") at the same consideration and otherwise on the same terms and conditions obtained by the Majority Holders. The Drag Along-Right shall be exercised by a notice submitted to the other Partners at least 30 days before the consummation of the transfer of shares from the Partners to the Third Partner Offeror.

A transfer of shares from a Partner to a third party must always happen simultaneously with the third party becoming also a partner in this Shareholders agreement, and the selling Partner is responsible to see that this happens.

11 Market Value Determination

If the shares are to be valued based on provisions of this Agreement, and if the Partners concerned cannot agree on what the market value for the shares will be, the market value shall be determined on the basis of an arms-length third Partner purchase offer for the shares. In the absence of such offer, a respectable financial advisor or investment bank appointed by the Board of Directors shall determine the market value.

12 Disclaimers and Order of Interpretation

The Agreement here is understood by all the Partners to contain all relevant questions currently concerning the governance of the Company.

This Agreement supersedes – only for the above-mentioned issues handled within this Agreement– any arrangements, understandings, promises or Agreements made or existing between the Partners hereto, prior to, or simultaneously with the Agreement and constitutes the entire understanding between the Partners hereto.

If this Agreement, related Agreements and documents or the Articles of Association are inconsistent with each other, the documents shall be interpreted in the following order:

1. this Agreement;
2. other Agreements or documents signed between the Partners
3. the Articles of Association of the Company.

If the Partners decide to modify this Agreement it has to be done in writing and signed by and on behalf of all Parties. In that Agreement there must be a clause mentioning that this is a modification to the existing shareholders Agreement or the modification must be otherwise evident by the circumstances.

13 Other Shareholder Agreements

The Partners understand and are aware that some of the Partners have existing shareholder agreements or competition restriction clauses in other companies. These agreements restrict competition. The Partners agree to make their best effort to avoid conflicts with these other shareholder agreements and competition restrictions. The Partners agree that if any Partner encounters liabilities from these agreements or restrictions, the Company will cover those liabilities, including but not limited to compensation payments and legal costs. The Board shall make the final decision, to what extent the Company covers the costs.

14 Insight and Confidentiality

The Partners shall hold in confidence and shall not disclose to any third Partner without prior written consent of all the Partners the material contents of this Agreement unless disclosure is required by law, regulation, stock exchange rules or order of a court of competent jurisdiction.

The Partner under an obligation to make a disclosure as defined hereinabove shall use its best efforts to notify other Partners before making the disclosure.

The Partners shall not at any time hereafter disclose or communicate to any person (other than, where relevant, to their officers, employees or professional advisors, whose position makes it necessary to know the same) any confidential information concerning the business, accounts, financial or contractual arrangements or other dealings, transactions or affairs of the Company or any of its subsidiaries which may be within or which may come to its knowledge save for;

a) such information that at the time of disclosure is public knowledge,
b) when disclosure is required by law, regulation, stock exchange rules, or order of a court of a competent jurisdiction.

Any Partner wishing to disclose confidential information to a prospective transferee of shares and to their representatives and advisers shall first obtain an appropriate commitment as to confidentiality before making the disclosure.

15 Communication among Partners to the Agreement

Any communication between the Partners concerning this Agreement will be in writing and will be delivered in person or by e-mail in such a way that the recipient confirms having received the information, or sent by registered mail and fully prepaid in an envelope properly addressed to the address given by the Partner to the Company or to other Partners. Any such notice will be in the English language and will be considered to have been given at the time when actually delivered and confirmed by all Partners or in any other event between 14 days after it was mailed in the manner herein before provided.

16 Costs

Each of the Partners hereto will bear his/her or its own legal, accountancy and other costs, charges and expenses connected with the negotiation, preparation and implementation of this Agreement and any other Agreement incidental to or referred to in this Agreement.

17 Assign Ability

This Agreement cannot be assigned by any one of the Partners without the prior written consent of the other Parties.

18 Disputes and Governing Law

This Agreement will be governed by and constructed in accordance with the laws of New York State. Any disputes arising out of this agreement shall be resolved in the courts of New York State

19 Term

This Agreement becomes effective upon the signature by all Partners and shall be binding on each Partner as long as that Partner is the owner of the Shares or other Equity Securities. This Agreement shall, however, be terminated upon the consummation of a Trade Sale or an IPO.

Notwithstanding the aforesaid, Sections 7 - 10 (Competition Restriction Clause, Buy Back Option in normal Partner Exit Situation and Share Disposal Restrictions, Abnormal Exit Situations, and Rules Governing Share Disposal) and Sections 18 (Disputes And Governing Law) will be binding, to the extent applicable, upon the Party even if the Party has ceased to be a Party to this Agreement.

20 Ancillary Provisions and Signature

Except as otherwise provided herein, no addition, amendment to or modification of this Agreement will be effective, unless it is made in writing and signed by and on behalf of all Parties.

There will be no waiver of any term, provision or condition of this Agreement unless such waiver is evidenced in writing and signed by the waiving Parties.

No omission or delay on the part of any Partner hereto in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or Partial exercise of any such right, power or privilege preclude any other. The rights and remedies herein provided are cumulative with and not exclusive of any rights or remedies provided by law.

In the event that any of these terms, conditions or provisions will be determined invalid, unlawful or unenforceable to any extent, such term, condition or provision will be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

This Agreement in has been executed in five identical originals, and reviewed completely by the Parties, signed after approval and all pages in appendixes inclusive initialed by the Parties. The Company has received one and each Partner has received one original bearing the following legally binding signatures.

This Agreement contains the entire agreement and understanding of the parties hereto relating to the subject matter hereof, and merges and supersedes all prior and contemporaneous discussions, agreements and understandings of every nature between the parties hereto.

This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier shall be effective as delivery of a manually executed counterpart of this Agreement.

Signature: Dr Kathleen M Casacci **Date:** 5/15/15

Dr. Kathleen Marie Casacci – CEO

Signature: Daniel Casacci **Date:** 5/15/15

Daniel Joseph Casacci – President

Signature: [signature] **Date:** 5/15/15

Christopher Dean Casacci – Production Manager

Signature: [signature] **Date:** 5/15/15

Michael Joseph Casacci – Public Relations

LabCare, Inc. CORPORATE SEAL FOR NEW YORK

Citizens Bank™

Acknowledgement

State of New York
County of Erie } SS

On this, the 15 day of May, 2015

before me a notary public, the undersigned officer, personally appeared Dr Kathleen Marie Casacci, Daniel Joseph Casacci, Christopher Dan Casacci, Michael Joseph Casacci

known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seals.

Kathleen A Belson
Notary Public
X Kathleen A Belson
My Commission Expires: 6/2/2018

KATHLEEN S. BELSON
Notary Public - State of New York
No. 01-BE6304990
Qualified in Niagara County
My Commission Exp. 06/02/2018

For Bank Use Only:
Account Number

Prepared By: Kathleen Belson
State: NY
Date: 5/15/2015 Branch #: 158

REV. (01/18/05)
Notary Acknowledgement CardFront

BYLAWS
OF
LABCARE, INC.

ARTICLE I
SHAREHOLDERS

Section 1. Annual Meeting. An annual meeting shall be held once each calendar year for the purpose of electing directors and for the transaction of such other business as may properly come before the meeting. The annual meeting shall be held at the time and place designated by the Board of Directors from time to time.

Section 2. Special Meetings. Special meetings of the shareholders may be requested by the President, the Board of Directors, or the holders of a majority of the outstanding voting shares.

Section 3. Notice. Written notice of all shareholder meetings, whether regular or special meetings, shall be provided under this section or as otherwise required by law. The Notice shall state the place, date, and hour of meeting, and if for a special meeting, the purpose of the meeting. Such notice shall be mailed to all shareholders of record at the address shown on the corporate books, at least 10 days prior to the meeting. Such notice shall be deemed effective when deposited in ordinary U.S. mail, properly addressed, with postage prepaid.

Section 4. Place of Meeting. Shareholders` meetings shall be held at the corporation's principal place of business unless otherwise stated in the notice.

Section 5. Quorum. A majority of the outstanding voting shares, whether represented in person or by proxy, shall constitute a quorum at a shareholders` meeting. In the absence of a quorum, a majority of the represented shares may adjourn the meeting to another time without further notice. If a quorum is represented at an adjourned meeting, any business may be transacted that might have been transacted at the meeting as originally scheduled. The shareholders present at a meeting represented by a quorum may continue to transact business until adjournment, even if the withdrawal of some shareholders results in representation of less than a quorum.

ARTICLE II
DIRECTORS

Section 1. Number of Directors. The corporation shall be managed by a Board of Directors consisting of 4 director(s).

Section 2. Election and Term of Office. The directors shall be elected at the annual shareholders` meeting. Each director shall serve a term of 5 Years year(s), or until a successor has been elected and qualified.

Section 3. Quorum. A majority of directors shall constitute a quorum.

Section 4. Adverse Interest. In the determination of a quorum of the directors, or in voting, the disclosed adverse interest of a director shall not disqualify the director or invalidate his or her vote.

Section 5. Regular Meeting. An annual meeting shall be held, without notice, immediately following and at the same place as the annual meeting of the shareholders. The Board of Directors may provide, by resolution, for additional regular meetings without notice other than the notice provided by the resolution.

Section 6. Special Meeting. Special meetings may be requested by the President, Vice-President, Secretary, or any two directors by providing five days' written notice by ordinary United States mail, effective when mailed. Minutes of the meeting shall be sent to the Board of Directors within two weeks after the meeting.

Section 7. Procedures. The vote of a majority of the directors present at a properly called meeting at which a quorum is present shall be the act of the Board of Directors, unless the vote of a greater number is required by law or by these by-laws for a particular resolution. A director of the corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless their dissent shall be entered in the minutes of the meeting. The Board shall keep written minutes of its proceedings in its permanent records.

Section 8. Removal / Vacancies. A director shall be subject to removal, with or without cause, at a meeting of the shareholders called for that purpose. Any vacancy that occurs on the Board of Directors, whether by death, resignation, removal or any other cause, may be filled by the remaining directors. A director elected to fill a vacancy shall serve the remaining term of his or her predecessor, or until a successor has been elected and qualified.

Section 9. Committees. To the extent permitted by law, the Board of Directors may appoint from its members a committee or committees, temporary or permanent, and designate the duties, powers and authorities of such committees.

ARTICLE III
OFFICERS

Section 1. Number of Officers. The officers of the corporation shall be a President, and a Secretary.

a. President/Chairman. The President shall be Daniel J. Casacci and shall preside at all meetings of the Board of Directors and its Executive Committee, if such a committee is created by the Board.

b. Secretary. The Secretary shall give notice of all meetings of the Board of Directors and Executive Committee, if any, shall keep an accurate list of the directors, and shall have the authority to certify any records, or copies of records, as the official records of the organization. The Secretary shall maintain the minutes of the Board of Directors' meetings and all committee meetings.

Section 2. Election and Term of Office. The officers shall be elected annually by the Board of Directors at the first meeting of the Board of Directors, immediately following the annual meeting of the shareholders. Each officer shall serve a one year term or until a successor has been elected and qualified.

Section 3. Removal or Vacancy. The Board of Directors shall have the power to remove an officer or agent of the corporation. Any vacancy that occurs for any reason may be filled by the Board of Directors.

ARTICLE IV
CORPORATE SEAL, EXECUTION OF INSTRUMENTS

The corporation shall have a corporate seal, which shall be affixed to all deeds, mortgages, and other instruments affecting or relating to real estate. All instruments that are executed on behalf of the corporation which are acknowledged and which affect an interest in real estate shall be executed by the President or any Vice-President and the Secretary or Treasurer. All other instruments executed by the corporation, including a release of mortgage or lien, may be executed by the President or any Vice-President. Notwithstanding the preceding provisions of this section, any written instrument may be executed by any officer(s) or agent(s) that are specifically designated by resolution of the Board of Directors.

ARTICLE V
AMENDMENT TO BYLAWS

The bylaws may be amended, altered, or repealed by the Board of Directors or the shareholders by a majority of a quorum vote at any regular or special meeting; provided however, that the shareholders may from time to time specify particular provisions of the bylaws which shall not be amended or repealed by the Board of Directors.

ARTICLE VI
INDEMNIFICATION

Any director or officer who is involved in litigation by reason of his or her position as a director or officer of this corporation shall be indemnified and held harmless by the corporation to the fullest extent authorized by law as it now exists or may subsequently be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights).

ARTICLE VII
DISSOLUTION

The organization may be dissolved only with authorization of its Board of Directors given at a special meeting called for that purpose, and with the subsequent approval by no less than two-thirds (2/3) vote of the members.

Certification

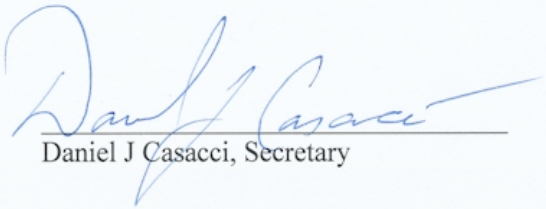
Daniel J Casacci, Secretary of LabCare, Inc. hereby certifies that the foregoing is a true and correct copy of the bylaws of the above-named corporation, duly adopted by the incorporator(s) on December 05, 2014.

_____

Daniel J Casacci, Secretary

Certification

Daniel J casacci, Secretary of LabCare, Inc. hereby certifies that the foregoing is a true and correct copy of the bylaws of the above-named corporation, duly adopted by the incorporator(s) on December 05, 2014.



Daniel J Casacci, Secretary

ATTACH CANCELLED CERTIFICATE HERE

CERTIFICATE NO: 1 FOR [redacted] SHARES

ISSUED TO Kathleen M Casacci

DATED 12/5/2014

USE FORM BELOW FOR TRANSFER FROM ORIGINAL ISSUE

FROM WHOM TRANSFERRED:

DATED

ORIGINAL CERTIFICATE NUMBER	NUMBER ORIGINAL SHARES	NUMBER OF SHARES TRANSFERRED

RECEIVED CERTIFICATE NO. _____ FOR _____ SHARES

THIS _____ DAY OF _____

RECORD OF TRANSFER OF SURRENDER CERTIFICATE

NEW CERTIFICATES ISSUED TO:	NUMBER OF SHARES TRANSFERRED	NUMBER OF NEW CERTIFICATES
DATED _____		

Number
1

Shares

See Reverse for Certain Definitions

Incorporated under the laws of the State of New York

LabCare, Inc.

Total Authorized Issue
200 Shares
Common Stock

This is to certify that Kathleen M Casacci [redacted] is the owner of

fully paid and non-assessable shares of the above Corporation transferable only on the books of the Corporation by the holder thereof in person or by a 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

December 5th 2014

Daniel A Casacci

SEAL

CORPKIT, NEW YORK

ATTACH CANCELLED CERTIFICATE HERE

CERTIFICATE NO: 2 FOR [redacted] SHARES

ISSUED TO Daniel J Casacci

DATED 12/5/2014

USE FORM BELOW FOR TRANSFER FROM ORIGINAL ISSUE

FROM WHOM TRANSFERRED:

DATED

ORIGINAL CERTIFICATE NUMBER	NUMBER ORIGINAL SHARES	NUMBER OF SHARES TRANSFERRED

RECEIVED CERTIFICATE NO. _____ FOR _____ SHARES

THIS _____ DAY OF _____

RECORD OF TRANSFER OF SURRENDER CERTIFICATE

NEW CERTIFICATES ISSUED TO:	NUMBER OF SHARES TRANSFERRED	NUMBER OF NEW CERTIFICATES
DATED _____		

NUMBER
2

SHARES

See Reverse for Certain Definitions

Incorporated under the laws of the State of New York

LabCare, Inc.

Total Authorized Issue
200 Shares
Common Stock

This is to certify that Daniel J Casacci [redacted] is the owner of

fully paid and non-assessable shares of the above Corporation transferable only on the books of the Corporation by the holder thereof in person or by a 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

December 5th 2014

Daniel J Casacci

CORPKIT, NEW YORK

ATTACH CANCELLED CERTIFICATE HERE

CERTIFICATE NO: 3 FOR [redacted] SHARES

ISSUED TO Christopher D Casacci

DATED

USE FORM BELOW FOR TRANSFER FROM ORIGINAL ISSUE

FROM WHOM TRANSFERRED:

DATED

ORIGINAL CERTIFICATE NUMBER	NUMBER ORIGINAL SHARES	NUMBER OF SHARES TRANSFERRED

RECEIVED CERTIFICATE NO. _____ FOR _____ SHARES

THIS _____ DAY OF _____

RECORD OF TRANSFER OF SURRENDER CERTIFICATE

NEW CERTIFICATES ISSUED TO:	NUMBER OF SHARES TRANSFERRED	NUMBER OF NEW CERTIFICATES
DATED _____		

NUMBER
3

SHARES

See Reverse for Certain Definitions

Incorporated under the laws of the State of New York

LabCare, Inc.

Total Authorized Issue
200 Shares
Common Stock

This is to certify that Christopher D Casacci is the owner of [redacted] *fully paid and non-assessable shares of the above Corporation transferable only on the books of the Corporation by the holder thereof in person or by a 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

December 5th 2014

Daniel J Casacci

SEAL

CORPKIT, NEW YORK

ATTACH CANCELLED CERTIFICATE HERE

CERTIFICATE NO: 4 FOR [redacted] SHARES

ISSUED TO Michael J Casacci

DATED 12/5/2014

USE FORM BELOW FOR TRANSFER FROM ORIGINAL ISSUE

FROM WHOM TRANSFERRED:

DATED

ORIGINAL CERTIFICATE NUMBER	NUMBER ORIGINAL SHARES	NUMBER OF SHARES TRANSFERRED

RECEIVED CERTIFICATE NO. _____ FOR _____ SHARES

THIS _____ DAY OF _____

RECORD OF TRANSFER OF SURRENDER CERTIFICATE

NEW CERTIFICATES ISSUED TO:	NUMBER OF SHARES TRANSFERRED	NUMBER OF NEW CERTIFICATES
DATED _____		

NUMBER
4

SHARES

See Reverse for Certain Definitions

Incorporated under the laws of the State of New York

LabCare, Inc.

Total Authorized Issue
200 Shares
Common Stock

This is to certify that Michael J. Casacci [redacted] is the owner of

fully paid and non-assessable shares of the above Corporation transferable only on the books of the Corporation by the holder thereof in person or by a 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

December 5th 2014

SEAL 2014 NEW YORK

CORPKIT, NEW YORK

STOCK TRANSFER LEDGER

(SHARE REGISTER)

	NAME OF STOCKHOLDER	PLACE OF RESIDENCE	TIME BECAME OWNER	CERTIFICATES ISSUED		FROM WHOM SHARES WERE TRANSFERRED (If Original Issue Enter As Such)	
				CERTIF. NOS.	NO. SHARES		
	Kathleen M Casacci	[redacted]	12/5/14	1	[redacted]	Original	
A							
	Daniel J Casacci	[redacted]	12/5/14	2	[redacted]	Original	
B							
	Christopher D. Casacci	[redacted]	12/5/14	3	[redacted]	Original	
C							
	Michael J Casacci	[redacted]	12/5/14	4	[redacted]	Original	
D							
E							
F							
G							

MINUTES OF THE BOARD OF DIRECTORS MEETING OF LABCARE, INC.

A regular meeting of the Board of Directors of the above corporation was held on December 05, 2014 at 11:00 AM at the corporation's place of business.

The purpose of the meeting: Distributing Stock

I. QUORUM. A quorum was declared present based on the presence of the following Directors: Kathleen M Casacci and Daniel J Casacci and the following Shareholders who were present or represented by proxy as follows:

- Shareholder: _____
Number of Shares: 0
The Shareholder was represented in person.

II. GUESTS. The following guests were present at the meeting:

Christopher Casacci _____
Michael Casacci _____

The following corporate actions were taken by appropriate motions duly made, seconded, and adopted by the majority vote of the Directors entitled to vote (unless a higher voting approval is stated).

III. REVISE/APPROVE PREVIOUS MINUTES. The minutes of the N/A meeting were approved.

IV. ELECTION OF CHAIRPERSON AND SECRETARY. Kathleen M Casacci was appointed chairperson of the meeting, and Daniel J Casacci was appointed as secretary to prepare a record of the proceedings.

V. ELECTION OF OFFICERS. The following Officers were elected:

Name: Daniel J Casacci
Office: President
Address: [redacted]

Name: Kathleen M. Casacci
Office: Chairperson of the Board
Address: [redacted]

Name: Christopher D Casacci
Office: Production Director
Address: [redacted]

Name: Michael J Casacci
Office: Government-Physician Relations Director
Address: [redacted]

VI. ADOPTION OF DOCUMENTS/PLANS.

The attached Bylaws were adopted by a majority vote of the Directors.

VII. ISSUANCE OF STOCK. The issuance of stock was approved as follows:

Name: Kathleen M casacci
Shares: [redacted]
Amount: [redacted]

Name: Daniel J Casacci
Shares: [redacted]
Amount: [redacted]

Name: Michael J Casacci
Shares: [redacted]
Amount: [redacted]

Name: Christopher D Casacci
Shares: [redacted]
Amount: [redacted]

TOTAL:Shares: 200
Amount: $987,610.00

VIII. ESTABLISH BANKING RELATIONSHIP. The Officers are authorized to open accounts with Citizens Bank. The form of resolution as provided by the bank was adopted and a copy is attached. The attached bank form of resolution states the names of the persons who are authorized to sign checks and drafts.

There being no further business, the meeting was duly adjourned.

These Minutes are certified by LabCare, Inc.'s President.

Daniel J Casacci
President

Attachment

F

RO Application
DOH-5138
Medical Marihuana

Joe Fontano

Secretary-Treasurer

Representing: The United Food and Commercial Workers

Meeting Date : September 5, 2014 **Time of Meeting : 1:00pm**

Meeting Location:
Wheatfield Family Dentistry
3349 Niagara Falls Blvd North
Tonawanda, NY 14120

Daniel J. Casacci, President of LabCare, Inc., gave a presentation to Joe Fontano about becoming a registered organization for growing medical marihuana with a unionized labor force. The presentation described the plans of LabCare to bring medical marihuana to the citizens of Western New York and to work closely with diverse and unionized labor. Mr. Fontano has been very supportive of our application and LabCare, Inc. was the first cannabis company to sign a neutrality agreement with UFCW Local 338. We worked closely on drafting an agreement template that complied with NYS DOH regulations, and met the needs of UFCW Local 338. Dan also met with Mr. Fontano at the Manhattan ICA conference and has been in frequently contact with him regarding the implementation of the proposed program.

Local 338
1505 Kellum Place
Mineola, NY 11501

Phone: (516) 294-1338

E-mail: jfontano@local338.org

NEUTRALITY AGREEMENT
BY AND BETWEEN
LabCare
AND
LOCAL 338, RWDSU/UFCW

By this Agreement dated September 18, 2014, LabCare (the "Employer") and Local 338, RWDSU/UFCW, 1505 Kellum Place, Mineola, New York (the "Union") hereby establish the following procedure to address the Union's efforts to organize employees in any existing or new facility owned or operated by the Employer in which the employees are not represented by a labor organization:

1. The term, "employees," used herein shall include all full time and part-time employees, including, but not limited to, pharmacists, pharmacy technicians, dispensaries, consultants, drivers, growers, retail, manufacturers, trimmers, and anyone else performing work for or on behalf of the Employer, and shall exclude only who are statutorily excluded by the National Labor Relations Act ("NLRA").

2. Within ten (10) days after receiving written notice of the Union's intent, the Employer agrees to furnish the Union with a complete list of employees in the store designated in the notice, including job classifications, departments, street addresses, telephone numbers and e-mail addresses. The Employer agrees to thereafter provide updated lists as reasonably requested. The Employer waives the right under the NLRA to file any petition with the National Labor Relations Board for any election in connection with the invocation of this Agreement and agrees to refrain from directly or indirectly supporting any such petition.

3. The Employer agrees to take a neutral approach to unionization of employees. Neutrality means that the Employer will neither help nor hinder the Union's organizing effort by, for example, directly or indirectly demeaning by word or deed the Union or its representatives, or directly or indirectly supporting or assisting in any way any person or group who may oppose the Union. The Employer agrees not to communicate to any employee that it disfavors the Union or the signing of authorization cards, or that they may suffer adverse consequences for supporting the Union or signing cards. The Employer also agrees that it, and its managers, supervisors and other representatives will refer to the Union by name and not as "third party," "outsider" or in similar manner. The parties will conduct themselves with mutual respect for each other during any organizing effort.

4. During organizing efforts, the Employer's managers, supervisors and other representatives will remain neutral and will refrain from communicating with employees about how they should respond to the Union. The Employer agrees to inform all of its managers, supervisors and representatives of this obligation and that the Employer has no objection to employees supporting the Union or engaging in union activities, including meeting with Union representatives or signing authorization cards. The Employer will promptly terminate any violation of this provision and immediately act to discourage any additional violation, including disciplining any manager' or supervisor - or terminating its relationship with any independent contractor representative - who violates it. The Employer agrees to take prompt action to

mitigate the effects of any violation, including informing employees of the Employer's position on organizing and the rights of employees to organize.

5. The Employer agrees to permit Union representatives access to the workplace to communicate with employees, including through the distribution of materials where allowed by NYS law. Union representatives will not disrupt the Employer's operations or unreasonably interfere with employee production.

6. The facility's highest level manager will meet with and tell employees that the Employer has no objection to employees meeting with Union representatives, supporting the Union or signing authorization cards. That manager will also tell employees that the Employer is neutral in their selection of union representation.

7. If the Union provides evidence in support of its claim that a majority of employees have designated the Union as their collective bargaining representative, the Employer will recognize the Union as such representative of the employees in the bargaining unit described in the Union's notice invoking this provision and will extend this Agreement to them.

8. If both the Union and the Employer mutually agree that additional Agreement provisions are necessary for the new unit or if the National Labor Relations Board or a court determines that the parties may not lawfully extend this Agreement to the unit, the parties agree to bargain in good faith over a collective bargaining agreement to cover the employees. The parties agree to commence bargaining within 20 business days from the date the neutral verifies the Union's majority. If they are unable to agree to a collective bargaining agreement, the parties agree to submit all open provisions and issues to final and binding interest arbitration. If they are unable to select an arbitrator, the parties shall select an arbitrator to set the open provisions and resolve any other issues in accordance with the procedures of this Agreement's arbitration provision.

9. The parties agree to resolve any dispute over the interpretation of this provision through expedited arbitration. The parties will invoke expedited arbitration by requesting an arbitrators list from the American Arbitration Association. Within 10 days of receiving AAA's arbitrators' list, the parties will submit their struck lists to the AAA. The parties agree that AAA will follow its labor arbitration rules to select an arbitrator based on the list or lists the parties submit. The AAA will strictly apply its rule requiring struck lists to be timely submitted in accordance with this provision. The arbitrator will hear the dispute on either the first or second date the arbitrator is available and issue an award within 20 days thereafter. The parties will equally share the arbitrator's fees and costs.

10. The parties agree that the arbitrator has the authority to direct the breaching party to specifically perform its obligations under this provision. The arbitrator may award a penalty of up to $10,000 for willful breaches. A willful breach is one that clearly violated this provision and was not corrected after the aggrieved party provided notice of it to the violating party. The parties consent to the entry of the arbitrator's award as the order of judgment of a United States District Court, without notice.

11. The Union and the Employer recognize that this Agreement is in their mutual best interests and therefore agree to prevent evasion of the terms of this Agreement through the use of contractors and/or subcontractors. To comply with the spirit of this Agreement, the Employer shall, as a condition of its relationship with any contractor and/or subcontractor, as defined by any paid person handling cannabis or related products, require that: (a) the contractor and/or subcontractor enter into a neutrality agreement with the Union; and (b) immediately notify the Union when seeking to form a business relationship with the contractor and/or subcontractor.

12. Labor Peace Agreement: In the event that Local 338 attempts to organize the Employer's employees or actually represents the Employer's employees at any particular location, then Local 338 hereby promises that it will not at any time covered by this agreement engage in any picketing, work stoppages, boycotts or any other economic interference with the Employer's business at that location.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this 18th day of September, 2014, by their duly authorized representatives.

LOCAL 338, RWSDU/UFCW	LabCare
By: _____	By: _____
Date: 9/18/14	Date: 9/18/2014
Name: Joseph Fontano	Name: Daniel J Casacci
Title: Assistant to the President	Title: Director of Operations
Witness: _____	Witness:

4844-1343-1324, v. 3

Attachment

G

RO Application
DOH-5138
Medical Marihuana

Section G: Financial Statement Applicant Elements

In this section we'll supply all information as it pertains to:

"1004.5 (10) a financial statement setting forth all elements and details of any business transactions connected with the application, including but not limited to all agreements and contracts for consultation and/or arranging for the assistance in preparing the application"

One of the most unique attributes to our company is our custom approach to marihuana production based specifically on NYS Dept. Of Health regulations. During the past eleven months we've carefully considered working with a variety of different organizations to assist with our application. However, out of state companies, such as those in Colorado have SOP's and models based on their state which does not apply well to NY. For example, in NY's model there is absolutely no advantage to curing marihuana, because all plant material is run through a CO2 extractor. This machine separates out all of the plant chlorophyll, instead of the natural process that occurs with anaerobic bacteria which consume chlorophyll. Curing would make sense if marihuana flowers were sold, but not for extracted oil. Since NY doesn't allow for sale of flowers, any company that includes 'curing' protocols in their application does not have a sound understanding of how to operate in New York State. The issue we constantly ran into was out of state systems having MANY systematic protocols and methodologies that do not mesh well with New York regulations.

In addition, we are a company focused on job expansion within NYS, and we didn't feel transferring equity or paying large sums of money to out of state companies was a positive plan to encourage NY's economy with this program. All of our business transactions connected with the application are associated with reputable companies in NY to keep the business and financial transactions local.

We have also written our own protocols and programs designed specifically for the NYS Dept. Of Health regulations. This shows that we haven't simply thrown money at the application in hopes someone else can show us how to fulfill the DOH requirements. Instead we have shown that our core members have the competence and protocols set forth to truly roll out this program according NY's needs both for the Dept. Of Health, and the critically ill patients that desperately need quality products produced quickly. We don't need to rely on other parties to hand us the map of how to fulfill the State requirements, we have produced our own map, specifically showing a clear path to meet all compliance standards for pharmaceutical grade marihuana production.

We have contracted three parties to help with consulting on our application, a lobbying group to keep us informed of the regulations, a lobbyist to assist with local government support and legal compliance, and finally a quality control organization called Insyte Consulting.

Our quality control contractor is Insyte Consulting, run by several highly qualified quality control experts, which have assisted with quality control protocols in our application. They have been contracted to help ensure all product quality and quality control in our facility exceeds all required standards. We also felt it was crucial to have exceedingly qualified assistance to ensure patient and NYS DOH regulator confidence in terms of the products we produce. Mr. Celetto is a local NY residents that can have a hands on daily role to ensure proper production compliance.

Other than this contractor all additional application work was procured, designed, and created by LabCare's founding members. This includes all protocols, methodologies, and application data. Another key advantage of keeping all company equity and protocols primary sourced the founding members is the reduction in cost for long term operations. This also ensures LOWER COST medicine to patients, especially those that would struggle to cover the costs of higher priced medicine that integrates these potential huge cost factors from

out of state assistance. LabCare is focused on being the most efficient registered organization in terms of cost analysis and pricing structure. When comparing two different potential registered organizations with similarly qualified protocols, whereas one has spent six to seven figures to purchase their data just for their application alone, with another that has spent only a few thousand; the costs associated with those factors will eventually trickle down to patients. Our business model has always been to put patients first; in terms of business model design, pricing structure, and providing the highest quality brand stable products.

Below is our contract details with Insyte consulting, which resulted in a total payment of $600, and on the final page is a signed financial statement.

NYS Department of Health Application Assistance

Proposal and Contract
for

LabCare

31 Clearwater Drive
Amherst, NY 14228

February 23, 2015

Insyte consulting
INNOVATION. GROWTH. PROFIT.
726 Exchange Street, Suite 812, Buffalo, NY 14210

Project Objectives

Insyte Consulting, a Western New York Technology Development Center, Inc. company, will work with LabCare ("Company") to assist in the writing of an application to the NYS Department of Health. The objective of this project is to work with Company owner to develop the quality portion of the Company's NYSDOH application.

Methodology

- A principal consultant from Insyte Consulting (the "Consultant") will assist Company President in completing an application to New York State Department of Health for a license to grow and dispense pharmaceutical grade cannabis products.
- The focus of the assistance for this application will be describing and explaining the procedures to be used for lot testing and recall with reference to appropriate government and industry standards.
- Insyte estimates total consulting hours to be between four and eight total hours including both on-site and off-site time.

Project Deliverables

Insyte Consulting will provide to Company the following:

- Assistance in completing an application with specific emphasis on explaining the standard operating procedures to be used for lot testing and recall.

In order to allow successful completion of the deliverables, it is Company's responsibility to do the following:

- Provide the information and resources required to support the timely completion of the project.
- Adopt Insyte Consulting's reasonable recommendations and cooperate in their scheduled implementation.

Project Work Plan and Timing

The timing of this project is based on Company's ability to support the project. Barring any unforeseen delays or circumstances that are not under the control of Insyte Consulting, the project will be completed within two weeks after the start of the project.

This proposal is valid for a period of 30 days after the date on the cover page.

Project Team

The principal Consultant for this project will be assigned based on availability. Biographies are included as *Appendix B*.

Organizational Capabilities

Insyte Consulting is a private, not-for-profit corporation whose mission is *to transform our region by stimulating the growth and creation of dynamic companies to provide a superior standard of living for our residents*. Insyte Consulting has served the region since 1982 by providing consulting services to manufacturers and early-stage technical companies. Insyte Consulting's capability highlights include:

- Consulting has been provided to more than 630 firms in the five counties of Western New York ("WNY").

- A team of professionals with a broad and extensive range of industry and business experience. One hundred percent of the consulting staff hold or are working toward advanced business or technical degrees.
- Insyte Consulting is one of 60 national Manufacturing Extension Partnership (MEP) centers and is affiliated with New York MEP. The national MEP mission is to help small to medium sized manufacturers become more competitive.

Investment

The cost for this project to Company will be based on the actual time spent by Insyte Consulting professionals. The billing rate for this project is $150.00 per hour which includes all expenses.

The total cost of this project will be no less than $600.00 (approximately four hours) and, based on Insyte's estimate, could range as high as $1,200.00 (approximately eight hours). If consulting hours exceed eight hours, Insyte and Company may mutually agree to an extension in writing.

Company will be invoiced upon contract signature in the amount of $600.00. Any remaining balance will be invoiced upon completion of the project, and due as described in *Appendix A.*

Hiring of Insyte Consulting Personnel

If during the project, or within six (6) months of this project's completion date, Company hires the Consultant as an employee of Company, or any related business entity of Company, then, in consideration for Insyte Consulting's loss of the Consultant's services, Company will pay Insyte Consulting the amount of $42,000.00. Such payment will be due in accordance with the terms and conditions of *Appendix A*.

Terms and Conditions

The Terms and Conditions are attached as *Appendix A* and made a part of this agreement. Please review the Terms and Conditions before signing this agreement. Any additional terms and conditions must be mutually agreed upon by the parties in writing.

[This section intentionally left blank]

Acceptance and Signatures

To confirm Company's acceptance of the terms and conditions set out herein, sign and return one copy of this proposal to Insyte Consulting. Upon receipt of the signed proposal, the project work will be scheduled.

Insyte Consulting

(A Western New York Technology Development Center, Inc. Company)

By: _____

Name: Benjamin L. Rand
Title: President

Date: February 23, 2015

LabCare

By: _____

Name: Dan Casacci
Title: President

Date: March 3, 2015

Appendix A

Insyte Consulting
A Western New York Technology Development Center, Inc. Company
Terms and Conditions

Payment and Responsibility

The price quoted in this proposal includes all fees and expenses for Insyte Consulting to complete the work outlined therein. Insyte Consulting will invoice Company as outlined in the project proposal. Payment is due within (30) calendar days of receipt of invoice.

If the price quoted is subsidized, Company will be contacted to complete an independent survey up to three (3) times over the following three (3) years. Failure of Company to complete any of these surveys will immediately void the Subsidized Price and result in an invoice for the difference between the full price and the Subsidized Price.

Once signed by Insyte Consulting, the terms and conditions set out in the proposal will expire thirty (30) calendar days from the date of Insyte Consulting's signature. Once signed by Company, this proposal becomes a contract and shall be binding upon the parties. If, due to Company delays, work has not commenced within 90 days of Company's signature, the contract will be terminated according to the terms and conditions set out therein.

Insyte Consulting's responsibility shall be limited to applying its reasonable best efforts in the performance of its obligations with respect to the project. Company shall have sole responsibility for the consequences of any use or inability to use information, apparatus, method, or process obtained from Insyte Consulting, and Insyte Consulting, its employees, agents, officers, and directors shall have no legal liability therefore. THE TOTAL LIABILITY OF INSYTE CONSULTING UNDER THIS AGREEMENT FOR BREACH OF WARRANTY, OR FOR ANY OTHER BREACH OF THIS AGREEMENT OR FOR ANY OTHER CLAIM RELATED TO THE SERVICES PERFORMED BY INSYTE CONSULTING, SHALL NOT EXCEED THE AMOUNT PAID TO INSYTE CONSULTING BY COMPANY PERSUANT TO THE AGREEMENT. INSYTE CONSULTING SHALL NOT BE LIABLE FOR ANY: INCIDENTAL OR CONSEQUENTIAL DAMAGES; LOSS OF PROFITS OR REVENUE; LOSS OF USE; LOSS OF PRODUCTION; OR PROGRESS OF CONSTRUCTION. ANY LEGAL ACTION AGAINST INSYTE CONSULTING MUST BE COMMENCED WITHIN TWO YEARS AFTER THE OCCURRENCE OR OMISSION GIVING RISE TO THAT ACTION OR IT SHALL BE FOREVER BARRED AND DEEMED WAIVED. BOTH PARTIES AGREE TO SUBMIT TO THE PERSONAL JURISDICTION OF THE COURTS LOCATED IN ERIE COUNTY, NEW YORK.

Assignment and Administration

Neither party may assign this proposal or any of its rights or obligations set out therein without the prior written consent of the other party.

Proprietary Data

Both parties recognize that each must hold in confidence any proprietary or restricted data received from the other party and that is clearly marked as proprietary. Each agrees to exercise all reasonable efforts not to publish or otherwise reveal the data to others, unless the data has (1) become publicly known through no wrongful act of the receiving party, (2) been rightfully received from a third party without restriction on disclosure and without breach of this proposal, (3) been independently developed by the receiving party, or (4) been disclosed pursuant to a requirement of a governmental agency or a court of law.

The parties agree that the engagement of Insyte Consulting by Company is not confidential and that Company may be identified as an Insyte Consulting customer.

The provision of this section shall survive for five (5) years, regardless of the termination or expiration of this project.

Modification and Integration

No modification to this agreement shall be valid unless written and signed by an authorized representative of each of Insyte Consulting and Company. The proposal to which these Terms and Conditions are attached contains the entire understandings or representations not set forth or incorporated by reference within.

Termination

Either party effective may terminate the agreement ten (10) days following written notice to the other party. Company agrees to reimburse Insyte Consulting for all costs or obligations incurred for work performed or engaged prior to the receipt of, or delivery of, notice of termination by Insyte Consulting.

Philip J. Celotto

Insyte consulting

AREAS OF SPECIALTY

- Lean Manufacturing
- Lean for Make-To-Order (MTO) Manufacturing
- ISO/AS Quality System Implementation
- Value Stream Mapping
- Production Management
- Manufacturing Process Improvement
- Setup Reduction
- New Product Development
- Cellular Manufacturing
- Supply Chain Management

INDUSTRY EXPERTISE

- Aerospace
- Fabricated Metals
- Electrical Assembly
- Medical Devices

Philip Celotto has over 25 years of manufacturing and engineering experience. Prior to joining Insyte Consulting, he worked in the areas of product development, project management and production management. He has experience in operations, quality and manufacturing planning. Mr. Celotto works with regional companies to implement lean manufacturing, improve productivity, develop and implement quality systems and develop strategic plans. Phil is a Lean Bronze Certified Practitioner through SME, AME and the Shingo Prize, a certified Professional Business Advisor through MEP University, a certified trainer in Lean Manufacturing initiatives and is certified as an ISO 9000 Provisional Lead Auditor and an ISO/TS 16949 Provisional Lead Auditor.

PRIOR WORK EXPERIENCE

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

EDUCATION

M.B.A. Manufacturing & Operations Management, University at Buffalo

B.S. Mechanical Engineering, University at Buffalo

Professional Business Advisor/Executive Coach, MEP University

Lean Bronze Certified, SME, AME & The Shingo Prize

Certified Supply Chain Professional Training, APICS

NIST/MEP Certified Trainer/Implementer in Lean Manufacturing, Value Stream Mapping, Setup Reduction, Pull Kanban Systems, Cellular/Flow Technology, 5S Workplace Organization, Lean in a Make-to-Order Environment

SAMPLING OF INSYTE CONSULTING CUSTOMERS

- Niagara Specialty Metals Inc.
- Excelco Developments, Inc.
- Keller Technology Corp.
- United Biochemicals Inc.
- Moog Inc.
- Cobey Inc.
- Ascension Industries Inc.
- Tompkins Metal Finishing, Inc.
- Ring Precision Components
- Eastman Machine Company

INSYTE CONSULTING
726 Exchange Street, Suite 812
Buffalo, New York 14210
716.636.3626 insyte-consulting.com
pcelotto@insyte-consulting.com

INNOVATION. GROWTH. PROFIT.

Steven J. Diloia

Insyte consulting

AREAS OF SPECIALTY

- Executive Coaching
- Organizational Change
- Lean Manufacturing
- Process Characterization/ Improvement
- Quality System Implementation

INDUSTRY EXPERTISE

- Cellular Manufacturing
- Process Control
- Manufacturing/ Quality Systems
- Supplier Management

Steven Diloia was trained and certified through Motorola as a Six Sigma Black Belt, certified through Gestalt Institute of Cleveland as a Gestalt Professional Certified Coach, certified through MEP University as a Professional Business Advisor, and certified through SixSigma.US as a Master Black Belt. He has over 18 years experience in manufacturing, focusing in the areas of continuous improvement, lean manufacturing, and manufacturing/quality systems improvement and implementation. He has led project teams that have helped companies implement system/process improvement, increased productivity, and improved product quality resulting in greater customer satisfaction.

PRIOR WORK EXPERIENCE

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

EDUCATION

M.B.A., completed 27 credits, Medaille College

B.S. Mechanical/Aerospace Engineering, University at Buffalo

Certified Gestalt Professional Certified Coach (GPCC) - Gestalt Institute of Cleveland

Certified Six Sigma Black Belt - Motorola, Inc.

Certified Six Sigma Master Black Belt - Six Sigma.US

Certified Quality Technician - American Society for Quality

SAMPLING OF INSYTE CONSULTING CUSTOMERS

- Excelco/Newbrook
- Nestle Purina PetCare Company
- Harlequin Enterprises Limited
- El Greco Woodworking, Inc.
- Artone Manufacturing Co., Inc.
- Caplugs
- Watson's Candies, Inc.
- IIMAK

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James S. Johnson

Insyte consulting

AREAS OF SPECIALTY

- Lean Manufacturing
- Cellular Manufacturing
- Project Management
- New Product Development
- Plant Layout/ Consolidation/ Relocation
- Setup Reduction
- ISO/Quality Systems

James S. Johnson has over 30 years of diversified manufacturing experience. Prior to joining Insyte Consulting, he worked in the automotive, consumer products and medical industries. Mr. Johnson's experience in industrial, costing and manufacturing engineering; project management; new product development and continuous improvement implementation; enables him to work with small and medium-size manufacturers, helping them to increase their profitability, effectiveness and efficiency. He evaluates a company and recommends, facilitates and implements improvements to the organization utilizing appropriate strategic, lean manufacturing or general business techniques. Mr. Johnson is an active senior member of the Institute of Industrial Engineers. He is certified as a Professional Business Advisor through MEP University and is a provisional lead auditor in ISO 9001:2008 and ISO/TS 16949. Mr. Johnson is on the Board of Advisors of the Rochester Institute of Technology's Industrial Systems and Engineering Department.

PRIOR WORK EXPERIENCE

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

INDUSTRY EXPERTISE

- Medical Devices
- Plastics
- Consumer Products
- Automotive

EDUCATION

M.S. Industrial Engineering, University at Buffalo

B.S. Industrial Engineering, Rochester Institute of Technology

Professional Business Advisor/Executive Coach, MEP University

NIST/MEP Certified Trainer/Implementer in Lean Manufacturing, Value Stream Mapping, Setup Reduction, Total Productive Maintenance, Cellular/Flow Technology, 5S Workplace Organization, Pull/Kanban Systems, Lean New Product Development

SAMPLING OF INSYTE CONSULTING CUSTOMERS

- API Heat Transfer
- Better Wire Products
- Chameleon Color Cards, Ltd.
- Conax Technologies
- New Era Cap Company
- Curtis Screw Company, Inc.
- Sealing Devices
- McCullagh Coffee
- Avox Systems
- Perry's Ice Cream

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MCIA
COMPASSION • CONTROL • RELIEF

September 24, 2014

Medical Cannabis Industry Alliance
11 N Pearl St
Suite 1101
Albany NY, 12207

RE: Medical Cannabis Industry Alliance (MCIA) Agreement

This agreement authorizes NYS Labcare to join the Medical Cannabis Industry Alliance (MCIA) for one year, effective October 1, 2014 and ending September 31, 2015 for the fee of $10,000.00 annually.

MCIA will provide service in the following: government affairs, communications and regulatory work.

Agreed to and Signed:

CLIENT NAME — DATE 10/3/14

Patrick H. McCarthy
Medical Cannabis Industry Alliance — DATE 10/1/14

Masiello
Martucci
Calabrese
AND ASSOCIATES

May 15, 2015

Dr. Kathleen Cascacci
Wheatfield Family Dentistry
3348 Niagara Falls Boulevard
North Tonawanda, New York 14120

AGREEMENT BETWEEN WHEATFIELD FAMILY DENTISTRY AND MASIELLO, MARTUCCI, CALABRESE & ASSOCIATES

Masiello, Martucci, Calabrese & Associates (MMCA) agree to provide lobbying and government affairs consulting services for Wheatfield Family Dentistry (Client) effective May 15, 2015, through August 15, 2015, for a fee of $30,000. Specifically, MMCA will research and analyze the New York State Compassionate Care Act - a new law that permits the sale, production and use of marijuana for certain medical purposes. MMCA will develop for Wheatfield Family Dentistry a local and state strategy for purposes of obtaining a NYS License under the Compassionate Care Act. MMCA will represent the Client exclusively with respect to the production and sale of medical marijuana in New York State. This fee shall be paid in 3-equal monthly installments of $10,000 each. The first installment shall be due at the signing of this agreement. Reasonable travel expenses (out of town travel, tolls, accommodations and meals, etc.) shall be billed separately.

The client also agrees to abide by all requested filings by the New York State Joint Commission on Public Ethics.

This agreement can be cancelled by either party with a 30-day written notice and provided all billings are current.

Signed by:

Dr. Kathleen Cascacci
Wheatfield Family Dentistry

Date signed: 5/15/15

Anthony M. Masiello, President
Masiello, Martucci, Calabrese & Associates

Date signed: 5/15/15

Financial Statement: Application Expenses

Name: LabCare, Inc.	Business Purpose: NYS DOH Application	Report Date: 5/31/15	Reporting Period: July 2014-May 31st 2015
All elements of business transactions connected with our application, including but not limited to all agreements and contracts for consultation and/or arranging for the assistance in preparing the application			

Date	Paid Consulting Service	Payment Method	Amount	Total
2/25/2015	Insyte Consulting	Business Check	$600	$600
9/24/2014	MCIA Lobbying Organization	Business Check	$10,000	$10,000
5/15/2015	Anthony Massiello (Lobbyist)	Business Check	$10,000	$10,000
TOTAL				**$20,600**

Dr. Kathleen M. Casacci, D.D.S, M.A.G.D.

LabCare, Inc. Medical Director

Attachment

H-1

RO Application
DOH-5138
Medical Marihuana

Attachment H: Security Plan

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

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Attachment

H-2

RO Application
DOH-5138
Medical Marihuana

Attachment H: Security Plan

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Attachment

H-3

RO Application
DOH-5138
Medical Marihuana

Attachment H: Security Plan

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Attachment

H-4

RO Application
DOH-5138
Medical Marihuana

Attachment H: Security Plan

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Attachment

H-5

RO Application
DOH-5138
Medical Marihuana

Attachment H: Security Plan

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Attachment

I

RO Application
DOH-5138
Medical Marihuana

Section I: Financial Statement Of The Applicant

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Attachment

J-1

RO Application
DOH-5138
Medical Marihuana

Attachment J-1: Staffing Plan

Due to the excessive size of "Attachment J", it is broken down into J-1 and J-2. J-2 is a simple continuation of J-1, picking up at the Fairport dispensary location.

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."

Our staffing plan is focused on hiring qualified individuals across a broad range of ethnic backgrounds. As a woman-owned organization, we at LabCare understand the importance of being an equal opportunity employer. Our staff includes individuals of color; as well as various genders, ages, veterans, the disabled and various ethnic backgrounds. Every individual on our staffing plan, from licensed pharmacists to security guards, have agreed to work for LabCare, if we are chosen as a registered organization. Each individual has provided pictures, references, a resume, and has agreed to be contacted by the NYS DOH to confirm their interest in working for our company. They are all willing to have full criminal background checks, and all are over the age of 21. This complies with NYS DOH regulations:

"1004.5 (18) (iii) a requirement that all staff be twenty-one (21) years of age or older"

"1004.5 (18) (v) policies and procedures to ensure that the proposed registered organization shall not employ anyone who would come in contact with or handle medical marihuana who has been convicted of any felony of sale or possession of drugs, narcotics, or controlled substances in accordance with the requirements of section thirty-three hundred sixty-four of the public health law."

We've spoken to each individual in our staffing plan about our focus on patient health, and overall protocols LabCare intends to institute to exceed DOH regulation compliance. We feel that people are our strongest asset, and having qualified, professional, hardworking employees will be one of the major keys to our success. These include individuals such as Nathan Nocera, who lost his daughter to cancer waiting for the program implementation this year. He is focused on doing his best to help the program succeed, and to help other children now that his daughter has passed. We are also supportive of a unionized labor force and believe in fair pay, full benefits, and caring for our employees more as family than assets.

There are five main sites for staffing considerations. These are the:

- Tonawanda Production Facility
- Amherst Dispensary
- Rochester Dispensary
- Syracuse Dispensary
- Rome Dispensary

In addition to our base staffing plan that outlines positions, roles, training requirements, training methods, etc.; we also have actually sourced our ENTIRE staff for each dispensary and the production facility. Each facility was carefully staffed according the hours of operation and anticipated work load. In all dispensary cases; there are multiple pharmacists, pharmacist technicians, and security guards to balance the work load between the hours of operation. There are both full time and part employees at each location, and additional staff in case of unexpected patient loads or potential time off for various reasons. At all times the dispensary will be staffed by one of our dozen plus available pharmacists. When a pharmacist is not on staff strict protocols will be in place (see D5 Security And Protocols) to comply with NYS DOH regulation:

"1004.12 (a) Dispensing facilities shall not be open or in operation unless an individual with an active New York State pharmacist license, as defined in article one hundred and thirty seven of the Education Law, is on the premises and directly supervising the activity within the facility. At all other times, the dispensing facility shall be closed and properly secured."

LabCare As A Disabled Women Owned Business

LabCare is owned by Dr. Kathleen M. Casacci, and she has applied for LabCare to be an official women owned business. She cannot officially get certification until the company has been licensed by the NYS DOH, but in the interim all paperwork has been filed, pending future operational approval by the State. Dr. Casacci is also hearing impaired and legally disabled.

LabCare is not just an equal opportunity employer, providing EEO (Equal Employment Opportunity), but proactively recruits through our affirmative action plan (AAP). These categories include women, minorities, disabled individuals, and veterans. Our AAP considerations exceed the Office of Federal Contract Compliance Programs charged with enforcing contractor affirmative action mandates. LabCare's goal is to increase acceptance of minorities by embracing cultural differences within the workplace. Diversity initiatives are twofold: valuing diversity and managing diversity. The value of diversity is achieved through awareness, education, and positive recognition of cultural differences within our workplace. The management of diversity expounds upon the experience and establishes the business case for diversity that is closely aligned with LabCare's organizational goals. Our voluntary AAPs and diversity initiatives create opportunities for cultural inclusion, respect for differences, acceptance, and respect for all workers.

Women Owned Business Enterprise Application

COUNTY OF ERIE/CITY OF BUFFALO
JOINT CERTIFICATION COMMITTEE

CERTIFICATION APPLICATION

General Instructions: Please type or print clearly. Do not leave any spaces blank on the application. If a question is not applicable to your business, insert "N/A" in the space provided for your answer. You may make photocopies of the completed application as necessary. Whenever the space is insufficient to answer a question completely, attach additional sheets as necessary. Use the question number to identify any answer continued on an additional sheet. Retain a copy of your entire application.

Name and Street Address of Applicant Firm

Enter the full legal name of the enterprise. *(For example, a corporation named ABC Construction, Inc. should be identified as "ABC Construction, Inc." not as "ABC Construction.")*

Name: LabCare, Inc.

Street: 31 Clearwater Dr.

City: Amherst State: New York Zip Code: 14228

"Doing Business As" (DBA) Name (Complete if firm does business under an assumed or trade name that is different from its legal name)

N/A

Mailing Address (if different from above)

Street: N/A

City: _____ State: _____ Zip Code: _____

Business Phone Number: 716-510-8627 ext____ **Fax:** _____

Email: DrKathy@NYSLabCare.com **Web Address**: www.NYSLabCare.com

Federal Employer Identification Number (EIN) or Social Security Number (A Federal EIN is required for most business activities. For an application and/or additional information, contact the United States Internal Revenue Service website http://www.irs.gov. Sole Proprietorships may submit social security number of the owner in lieu of the federal EIN.

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

Name of Company's President, Chief Executive Officer, and Owner

Dr. Kathleen M. Casacci

Name & Title of Officer of the Firm who can be contacted during application review process:

Dr. Kathleen M. Casacci

DEFINITIONS & GROUP CODE OF MBE AND WBE

UNDER EACH CERTIFICATION CATEGORY, OWNERSHIP MUST BE REAL SUBSTANTIAL AND CONTINUING. THE APPLICANT MUST HAVE AND EXERCISE THE AUTHORITY TO INDEPENDENTLY CONTROL THE BUSINESS DECISIONS OF THE ENTERPRISE

WOMEN OWNED BUSINESS ENTERPRISE (WBE)

A business enterprise in which at least fifty-one percent (51%) is owned by citizens or permanent resident aliens who are women.

MINORITY BUSINESS ENTERPRISE (MBE)

A business enterprise in which at least fifty-one percent (51%) is owned by citizens or permanent resident aliens who meet the following definitions:

Group Code	Group Name	Group Definition
01	Black	Persons having origins from any of the Black, African racial groups
02	Hispanic	Persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin, regardless of race
03	Asian-Pacific	Persons having origins from the Far East, Southeast Asia or the Pacific Islands
04	Asian-Indian	Persons having origins from the Indian subcontinent
05	Native American	Persons having origins in any of the original peoples of North America
06	Non-Minority	Persons whose culture or origin is other than those defined above

1. **Firm is applying for certification as**:

☐ Minority Business Enterprise (MBE) ☑ Women-Owned Business Enterprise

2. **Name & Position of all person(s) with ownership interest.** *(Check all applicable. If no positions are held, state "none."* ****For Group Codes, above.)**

Name	Position	Group Code	% Owned	Gender	US Citizen/Permanent Resident Alien
Kathleen M. Casacci	CEO	06	[redacted]	☐M ☑F	☑Yes ☐No
Daniel J. Casacci	President	06		☑M ☐F	☑Yes ☐No
Christopher D. Casacci	Production	06		☑M ☐F	☑Yes ☐No

3. **Are you currently involved in the bidding process or other contract/purchase order negotiations with any governmental agency, department, or authority?**

☑ Yes ☐ No

If Yes, please identify the agency, department, or authority.

NYS Department of Health

4. **Specify Type of Current Ownership**

☐ Sole Proprietorship _____ Date Established — Certificate of Trade Name on file in _____ County

☐ Partnership _____ Date Established — Business Certificate for Partners on file in _____ County

☑ Corporation 12/3/2014 Date Established — Certificate of Incorporation on file in Erie County

☐ LLC/LLP _____ Date Established — Certificate of Incorporation on file in _____ County

5. **Did the business exist under a different type of business ownership prior to the date indicated in question 4?**

☑ No ☐ If Yes, please explain _____

6. **Has your Certification of Incorporation been amended?**

☑ No ☐ If Yes, please explain _____

7. **Method of Acquisition (Check all applicable):**

☑ Started New Business ☐ Bought Existing Business ☐ Secured Franchise

☐ Secured Concession ☐ Inherited Business ☐ Merger or Consolidation

☐ Other: _____

Date of Acquisition: 12/3/2014

8. **Please identify the cash and capital contributions to the firm by those identified in question 7, including gifts, equipment, loans, and expertise.**

Contributor/Source	Amount/Value	Type of Contribution	Date of Contribution
Kathleen M. Casacci	[redacted]	Cash	5/10/2015
Daniel J Casacci		Cash	5/10/2015
Michael J Casacci		Cash	5/10/2015

9. If the firm is a partnership, please complete for all partners.

Name	Total Amount/Value of Contribution	Date of Ownership
N/A		

10. If the firm is a corporation, please complete for all shareholders.

Name/Contributor	No. of Shares	Common or Preferred	Amount Paid when Purchased	Date of Contribution
Kathleen M. Casacci	[redacted]	Common	[redacted]	5/10/2015
Daniel J Casacci		Common		5/10/2015
Michael J Casacci		Common		5/10/2015

11. If a corporation, number of shares:

Common Authorized: 200 Common Issued: 200

Preferred Authorized: 0 Preferred Issued: 0

12. Gross Sales/Tax Returns. *Please provide tax returns for the last 3 years. (If in business for less than 3 years complete as applicable.)*

Amount	Amount	Amount
0	0	0
Current Year 2012	Last Year 2013	Previous Year 2014

13. Number of Employees *(Provide average over the past year).*

Permanent	Temporary
Full-Time 3	Full-Time
Part-Time	Part-Time

14. If licensing, permits or accreditation is required to conduct the business, please identify:

Type of License/Permit	Issued By	Issue Date	Exp. Date	Holder/Registrant
Registered Organization	NYS DOH	N/A	N/A	Dr. Kathy Casacci

15. Check all that best describes the business operation. (For definition see application instructions)**

☐ Construction-Related ☐ Customer Service ☐ Broker

☐ Professional Service ☑ Manufacturer ☐ Supplier**

☐ Retail ☐ Technical Service

☑ Other (Explain): Manufacturer of pharmaceutical grade cannabis pills and tinctures.

16. Describe principle products/commodities sold, specialties or services offered. (Please explain.)

We will grow medical cannabis and dispense it in four locations. The product will be in pill and tincture form, not plant material.

17. Identify those individuals responsible for managerial operations (State if owner or non-owner). *For Group Codes, see 2 Page.

Name & Title	Gender	Group Code	Owner
1. Financial Decisions			
Name & Title	Gender	Group Code	Owner
Dr. Kathy Casacci-CEO	☐M ☑F	06	☑ Yes ☐ No
	☐M ☐F		☐ Yes ☐ No
	☐M ☐F		☐ Yes ☐ No
2. Estimating			
Name & Title	Gender	Group Code	Owner
Daniel Casacci-President	☑M ☐F	06	☐ Yes ☑ No
	☐M ☐F		☐ Yes ☐ No
	☐M ☐F		☐ Yes ☐ No
3. Preparing Bids			
Name & Title	Gender	Group Code	Owner
Daniel Casacci-President	☑M ☐F	06	☐ Yes ☑ No
	☐M ☐F		☐ Yes ☐ No
	☐M ☐F		☐ Yes ☐ No
4. Negotiating Bonding			
Name & Title	Gender	Group Code	Owner
Dr Kathy Casacci - CEO	☐M ☑F	06	☑ Yes ☐ No
	☐M ☐F		☐ Yes ☐ No
	☐M ☐F		☐ Yes ☐ No

	Name & Title	Gender	Group Code	Owner
5. Negotiating Insurance	Dr. kathy Casacci-CEO	☐M ☑F	06	☑ Yes ☐ No
		☐M ☐F		☐ Yes ☐ No
		☐M ☐F		☐ Yes ☐ No
6. Marketing & Sales	Daniel Casacci	☑M ☐F	06	☐ Yes ☑ No
		☐M ☐F		☐ Yes ☐ No
		☐M ☐F		☐ Yes ☐ No
7. Hiring & Firing	Dr. Kathy Casacci-CEO	☐M ☑F	06	☑ Yes ☐ No
		☐M ☐F		☐ Yes ☐ No
		☐M ☐F		☐ Yes ☐ No
8. Supervising Field Operations	Daniel Casacci-President	☑M ☐F	06	☐ Yes ☑ No
		☐M ☐F		☐ Yes ☐ No
		☐M ☐F		☐ Yes ☐ No
9. Purchasing Equipment/Supplies	Christopher Casacci-Production	☑M ☐F	06	☐ Yes ☑ No
		☐M ☐F		☐ Yes ☐ No
		☐M ☐F		☐ Yes ☐ No
10. Managing & Signing Payroll	Dr. kathy Casacci	☐M ☑F	06	☑ Yes ☐ No
		☐M ☐F		☐ Yes ☐ No
		☐M ☐F		☐ Yes ☐ No

11. Negotiating Contracts

Name & Title	Gender	Group Code	Owner
Daniel casacci-President	☑M ☐F	06	☐Yes ☑No
	☐M ☐F		☐Yes ☐No
	☐M ☐F		☐Yes ☐No

12. Signatories for Business Accounts

Name & Title	Gender	Group Code	Owner
Dr. kathy Casacci- CEO	☐M ☑F	06	☑Yes ☐No
	☐M ☐F		☐Yes ☐No
	☐M ☐F		☐Yes ☐No

18. **Please identify additional staff persons.** *(If any individual also works for another firm, please check yes and provide the person's name, his/her position, other firm's name, address, and phone number.)*

1. Office Staff

Name & Position	Other Firm Name & Address	Phone
N/A		

2. Field/Supervisory Staff

Name & Position	Other Firm Name & Address	Phone

3. Estimator

Name & Position	Other Firm Name & Address	Phone

4. Controller

Name & Position	Other Firm Name & Address	Phone

5. Consultant (*For firms involved in providing consultant service or advisory service.*)

Name & Position	Other Firm Name & Address	Phone

19. Does this firm share the following with any other firm? If yes, please provide the other firm's name, address, and phone number.

1. Office Space

Other Firm Name	Address	Phone
N/A		

2. Yard Space

Other Firm Name	Address	Phone
N/A		

3. Equipment (include rentals)

Other Firm Name	Address	Phone
N/A		

20. List rented, leased, or owned warehouse, plant, yard, and office facilities.

Facility Type	Owner or Name of Lessor and/or rental agent	If rented or leased Amount of yearly payment
Manufacturing	Chapin Real Estate	[redacted]

21. List major equipment or machinery that is owned or leased by the firm.

Type	Depreciated $ Value	Acquisition Date	Payment Terms
N/A			

22. Do any principles, officers and/or owners of the firm have an affiliation (i.e. business interest or employment) with any other firm? ☑ Yes ☐ No *If Yes, please complete the following.*

Name of Person	Firm Name & Address	Phone Number	Nature of Business	Nature of Affiliation
Dr. Kathleen M. Casacci	Wheatfield Family Der	716-694-1777	Dental	Owner

23. Attorney for Firm

Name John Bartolomei

Address 335 Buffalo Ave.

City Niagara Falls State New York Zip Code 14303

Phone Number: 716-282-2774

24. CPA/Accountant for Firm

Name Brian Pearson

Address 5214 main St.

City Williamsville State New York Zip Code 14221

Phone Number: 716-839-5290

25. Has the firm applied for certification as an M/WBE with another governmental agency, department or authority?

☐ Yes ☑ No ***If Yes, please complete the following.***

Agency	Date	Contact Person	Phone	Specify MBE or WBE
1. Pending With				
2. Certified By				
3. Registered By				

26. List the three largest accounts for which the applicant has provided goods or services within the last two years.

Firm Name	Phone	Account Dollar Amount	Location of Performance	Duration
N/A (New company)				

27. **Identify Bank(s) where firm's accounts are maintained.**

Bank Name	Address	Contact	Account Type	Account Number
Citizens Bank	6850 Main St.	Mark Roberts	Business	[redacted]
	Williamsville,N		Checking	[redacted]

28. **Do you have a Line of Credit?** ☐ Yes ☑ No ***If Yes, please identify.***

Source	Limit	Name of Guarantor(s)

29. **List major current creditors and/or lenders and types of investments and/or loans in the firm.**

Name of Creditor/Lender	Type of Investment Credit/Loan	Dollar Value of Investment Terms/Credit/Loans
Self Funded		

30. **If your company is owned in full or in part by another firm, please identify the firm and the percentage of ownership interest. Include venture capitalists and other similar investors.**

Firm Name	Address	% Ownership
N/A		

31. **Is the firm bonded?** ☐ Yes ☑ No

Bonding Company N/A

Address

City State Zip Code

Phone Number Contact Person

Type Limit

Equal Employment Opportunity and Anti-Discrimination Policy

I. OVERVIEW & SCOPE

LabCare of 31 Clearwater Dr, Amherst, New York 14228, has established an Anti-Discrimination and Equal Employment Opportunity Policy ("EEO"). This EEO policy applies to all aspects of the relationship between LabCare and its employees, including, but not limited to, employment, recruitment, advertisements for employment, hiring and firing, compensation, assignment, classification of employees, termination, upgrading, promotions, transfer, training, working conditions, wages and salary administration, and employee benefits and application of policies. These policies apply to independent contractors, temporary employees, all personnel working on the premises, and any other persons or firms doing business for or with LabCare. Disciplinary action will be taken against any employee or agent in breach of this policy.

II. POLICIES

1. DISCRIMINATION. LabCare shall not tolerate, under any circumstances, without exception, any form of discrimination based on race, creed, religion, color, age, disability, pregnancy, marital status, parental status, veteran status, military status, domestic violence victim status, national origin, political affiliation, sex, predisposing genetic characteristics, sexual orientation, gender identity and gender expression, and any other status protected by the law. This list is not exhaustive. Job promotions will be offered to employees based on merit, experience, and other job-related criteria. For qualified people with disabilities, LabCare will make every effort to provide reasonable workplace accommodations that comply with applicable laws. All employees, managers, stakeholders, and agents at LabCare will comply with these anti-discrimination policies. In some cases, local laws and regulations may provide greater protections than those described in this policy.

2. HARASSMENT. LabCare is committed to providing a work environment that is free from harassment. Any behavior that is unwanted and offensive to the recipient, which creates an intimidating, hostile, or humiliating work environment for that person violates LabCare's policy. Harassment can occur between members of the opposite sex or the same sex. Harassment, verbal or non-verbal, explicit or implicit, based on an individual's sex, race, ethnicity, national origin, age, religion or any other legally protected characteristics will not be tolerated. All employees, including supervisors, other management personnel, and independent contractors, are required to abide by this policy. No person will be adversely affected in employment with LabCare as a result of bringing complaints of harassment.

3. SEXUAL HARASSMENT. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of employment; (2) submission to or rejection of such conduct by an individual is used as a basis for employment decisions, promotion, transfer, selection for training, performance evaluations, benefits, or other terms and conditions of employment; or (3) such conduct has the purpose or effect of creating an intimidating, hostile, or offensive work environment or substantially interferes with an employee's work performance . LabCare prohibits inappropriate conduct that is sexual in nature at work, on Company business, or at Company-sponsored events including the following: comments, jokes, degrading language, sexually suggestive objects, books, or any form of media electronic or in print form. Sexual harassment is prohibited whether it is between members of the opposite sex or members of the same sex.

4. STATEMENT ON AFFIRMATIVE ACTION. An affirmative action program has been developed where LabCare seeks to increase the representation and participation of minorities.

5. REPORTING DISCRIMINATION & HARASSMENT. If an employee feels that he or she has been harassed as described in this policy, they should immediately report the matter to management or Daniel J Casacci through any verbal or written means. If that contact is not available, or if the employee is not comfortable informing this contact, the employee should immediately inform any other manager or supervisor. Once the matter has been reported it will be promptly investigated and any corrective action will be taken when deemed appropriate. All complaints or unlawful harassment under this policy or otherwise will be handled in as confidential a manner as possible. Timely reporting is encouraged to prevent the re-occurrence of, or otherwise address, the behavior that violates this policy or law. Delays in reporting a complaint can limit the type of effectiveness of a response by LabCare. The procedure for reporting incidents of discriminatory or harassing behavior is not intended to prevent the right of any employee to seek a remedy under available state or federal law by immediately reporting the matter to the appropriate state or federal agency.

6. RETALIATION. Retaliation against any person associated with LabCare who reports instances of harassment - whether he or she is directly or indirectly involved - is in violation of LabCare's policies. All reported incidents are assumed to be made in good faith. Any allegations that are proven false will be treated as a serious matter.

7. DISCIPLINARY MEASURES FOR HARASSMENT. Any employee engaging in behavior that violates this policy will be subject to disciplinary action, including the possible termination of employment, whether or not an actual law has been violated.

8. TRAINING. All employees, supervisors, and management personnel will be required to attend mandatory anti-discrimination, anti-harassment, and/or anti-sexual harassment training of a kind as designated by LabCare.

9. REMEDIES. Remedies for any instances of verified employment discrimination, whether caused intentionally or by actions that have a discriminatory effect, may include back pay, hiring, promotion, reinstatement, front pay, reasonable accommodation, or other actions deemed appropriate by LabCare. Remedies can also include payment of attorney's fees, expert witness fees, court costs and other applicable legal fees.

10. POLICY IMPLEMENTATION. Implementation of this Policy will be effective as of May 21, 2015.

By: _____
Daniel J Casacci, President

LabCare, Inc.

Employee Forms

LabCare Drug Testing Consent Form

John Doe

LabCare, Inc.

I, John Doe, of 123 Street, New York Some Twon, 14228 hereby agree, upon a request made under the drug testing policy of LabCare, Inc. of 31 Clearwater Dr, Amherst, New York 14228, to submit to a drug test and to furnish a sample of my urine, breath, and/or blood for analysis.

I understand and agree that if I at any time refuse to submit to a drug test under Employer policy, or if I otherwise fail to cooperate with the testing procedures, I will be subject to immediate termination.

I further authorize and give full permission to have the Employer and/or its Employer physician send the specimen or specimens so collected to a laboratory for a screening test for the presence of any prohibited substances under the policy, and for the laboratory or other testing facility to release any and all documentation relating to such test to the Employer and/or to any governmental entity involved in a legal proceeding or investigation connected with the test.

Finally, I authorize the Employer to disclose any documentation relating to such test to any governmental entity involved in a legal proceeding or investigation connected with the test.

I will hold harmless the Employer, Employer physician, and any testing laboratory the Employer might use, meaning that I will not sue or hold responsible such parties for any alleged harm to me that might result from such testing, including loss of employment or any other kind of adverse job action that might arise as a result of the drug test, even if a Employer or laboratory representative makes an error in the administration or analysis of the test or the reporting of the results.

I will further hold harmless the Employer, its Employer physician, and any testing laboratory the Employer might use for any alleged harm to me that might result from the release or use of information or documentation relating to the drug test, as long as the release or use of the information is within the scope of this policy and the procedures as explained in the paragraph above.

This policy and authorization have been explained to me in a language I understand, and I have been told that if I have any questions about the test or the policy, they will be answered.

I understand that the Employer will require a drug screen test under this policy whenever I am involved in an on-the-job accident or injury under circumstances that suggest possible involvement or influence of drugs in the accident or injury event.

_____ _____

Name of Employee: John Doe Date

EMPLOYMENT CONTRACT

This Employment Contract (this "Contract") is made effective as of May 14, 2015, by and between LabCare, Inc. of 31 Clearwater Dr, Amherst, New York, 14228 and John doe of 31 Clearwater Dr, Amherst, New York, 14228.

A. LabCare, Inc. is engaged in the business of manufacturing and dispensing medical grade cannabis products John doe will primarily perform the job duties at the following location: 31 Clearwater Dr, Amherst, New York.

B. LabCare, Inc. desires to have the services of John doe.

C. John doe is an at will employee of LabCare, Inc.. Either party is able to terminate the employment agreement at any time.

Therefore, the parties agree as follows:

1. EMPLOYMENT. LabCare, Inc. shall employ John doe as a(n) Grower. John doe shall provide to LabCare, Inc. the services described on the attached Exhibit A, which is made a part of this Contract by this reference. John doe accepts and agrees to such employment, and agrees to be subject to the general supervision, advice and direction of LabCare, Inc. and LabCare, Inc.'s supervisory personnel. John doe shall also perform (i) such other duties as are customarily performed by an employee in a similar position, and (ii) such other and unrelated services and duties as may be assigned to John doe from time to time by LabCare, Inc..

2. BEST EFFORTS OF EMPLOYEE. John doe agrees to perform faithfully, industriously, and to the best of John doe's ability, experience, and talents, all of the duties that may be required by the express and implicit terms of this Contract, to the reasonable satisfaction of LabCare, Inc.. Such duties shall be provided at such place(s) as the needs, business, or opportunities of LabCare, Inc. may require from time to time.

3. COMPENSATION OF EMPLOYEE. As compensation for the services provided by John doe under this Contract, LabCare, Inc. will pay John doe $20.00 per hour. This amount shall be paid semi-monthly on the first day and the fifteenth day of the month and subject to applicable federal, state, and local withholding. Upon termination of this Contract, payments under this paragraph shall cease; provided, however, that John doe shall be entitled to payments for periods or partial periods that occurred prior to the date of termination and for which John doe has not yet been paid, and for any commission earned in accordance with LabCare, Inc.'s customary procedures, if applicable. Accrued vacation will be paid in accordance with state law and LabCare, Inc.'s customary procedures. This section of the Contract is included only for accounting and payroll purposes and should not be construed as establishing a minimum or definite term of employment.

4. EXPENSE REIMBURSEMENT. LabCare, Inc. will reimburse John doe for "out-of-pocket" expenses incurred by John doe in accordance with LabCare, Inc.'s policies in effect from time to time.

5. RECOMMENDATIONS FOR IMPROVING OPERATIONS. John doe shall provide LabCare, Inc. with all information, suggestions, and recommendations regarding LabCare, Inc.'s business, of which John doe has knowledge, that will be of benefit to LabCare, Inc..

6. CONFIDENTIALITY. John doe recognizes that LabCare, Inc. has and will have information regarding the following:

- inventions
- products

- product design
- processes
- technical matters
- trade secrets
- copyrights
- customer lists
- prices
- costs
- business affairs
- future plans

and other vital information items (collectively, "Information") which are valuable, special and unique assets of LabCare, Inc.. John doe agrees that John doe will not at any time or in any manner, either directly or indirectly, divulge, disclose, or communicate any Information to any third party without the prior written consent of LabCare, Inc.. John doe will protect the Information and treat it as strictly confidential. A violation by John doe of this paragraph shall be a material violation of this Contract and will justify legal and/or equitable relief.

7. UNAUTHORIZED DISCLOSURE OF INFORMATION. If it appears that John doe has disclosed (or has threatened to disclose) Information in violation of this Contract, LabCare, Inc. shall be entitled to an injunction to restrain John doe from disclosing, in whole or in part, such Information, or from providing any services to any party to whom such Information has been disclosed or may be disclosed. LabCare, Inc. shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

8. CONFIDENTIALITY AFTER TERMINATION OF EMPLOYMENT. The confidentiality provisions of this Contract shall remain in full force and effect for a 2 years period after the voluntary or involuntary termination of John doe's employment. During such 2 years period, neither party shall make or permit the making of any public announcement or statement of any kind that John doe was formerly employed by or connected with LabCare, Inc..

9. NON-COMPETE AGREEMENT. John doe recognizes that the various items of Information are special and unique assets of the company and need to be protected from improper disclosure. In consideration of the disclosure of the Information to John doe, John doe agrees and covenants that for a period of 2 years following the termination of this Contract, whether such termination is voluntary or involuntary, John doe will not directly or indirectly engage in any business competitive with LabCare, Inc.. This covenant shall apply to the geographical area that includes all of the State of New York. Directly or indirectly engaging in any competitive business includes, but is not limited to: (i) engaging in a business as owner, partner, or agent, (ii) becoming an employee of any third party that is engaged in such business, (iii) becoming interested directly or indirectly in any such business, or (iv) soliciting any customer of LabCare, Inc. for the benefit of a third party that is engaged in such business. John doe agrees that this non-compete provision will not adversely affect John doe's livelihood.

10. EMPLOYEE'S INABILITY TO CONTRACT FOR EMPLOYER. John doe shall not have the right to make any contracts or commitments for or on behalf of LabCare, Inc. without first obtaining the express written consent of LabCare, Inc..

11. BENEFITS. John doe shall be entitled to employment benefits, including holidays, personal leave, sick leave, vacation, health insurance, disability insurance and life insurance as provided by LabCare, Inc.'s policies in effect during the term of employment.

12. TERM/TERMINATION. John doe's employment under this Contract shall be for an unspecified term on an "at will" basis. This Contract may be terminated by LabCare, Inc. upon _____ written notice, and by John doe upon 10 days written notice. If John doe is in violation of this Contract, LabCare, Inc. may terminate employment without notice and with compensation to John doe only to the date of such termination.

The compensation paid under this Contract shall be John doe's exclusive remedy.

13. COMPLIANCE WITH EMPLOYER'S RULES. John doe agrees to comply with all of the rules and regulations of LabCare, Inc..

14. RETURN OF PROPERTY. Upon termination of this Contract, John doe shall deliver to LabCare, Inc. all property which is LabCare, Inc.'s property or related to LabCare, Inc.'s business (including keys, records, notes, data, memoranda, models, and equipment) that is in John doe's possession or under John doe's control. Such obligation shall be governed by any separate confidentiality or proprietary rights agreement signed by John doe.

15. NOTICES. All notices required or permitted under this Contract shall be in writing and shall be deemed delivered when delivered in person or on the third day after being deposited in the United States mail, postage paid, addressed as follows:

Employer:

LabCare, Inc.
Daniel J Casacci
President
31 Clearwater Dr
Amherst, New York 14228

Employee:

John doe
31 Clearwater Dr
Amherst, New York 14228

Such addresses may be changed from time to time by either party by providing written notice in the manner set forth above.

16. ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Contract supersedes any prior written or oral agreements between the parties.

17. AMENDMENT. This Contract may be modified or amended, if the amendment is made in writing and is signed by both parties.

18. SEVERABILITY. If any provisions of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

19. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

20. APPLICABLE LAW. This Contract shall be governed by the laws of the State of New York.

21. SIGNATORIES. This Contract shall be signed by Daniel J Casacci, President on behalf of LabCare, Inc. and by John doe in an individual capacity. This Contract is effective as of the date first above written.

_____ Date: _____
Daniel J Casacci

_____ Date: _____
John/Jane Doe

Consent to Background and Reference Check

Applicant Name: John Doe
Present Address: 123 Street, Some Town, New York 14228
Social Security Number: 123-45-6789

I, John Doe hereby authorize LabCare, Inc. (the "Company") of 31 Clearwater Dr, Amherst, New York 14228, and/or its agents to make investigation of my background, references, character, past employment, consumer reports, education, and criminal history record information which may be in any state or local files, including those maintained by both public and private organizations, and all public records, for the purpose of confirming the information contained on my application and/or obtaining other information which may be material to my qualifications for employment. A telephone facsimile (fax) or xerographic copy of this consent shall be considered as valid as the original consent.

I hereby consent to the Company's verification of all the information I have provided on my application form. I also agree to execute as a condition of employment or a condition of continued employment any additional written authorization necessary for the Company to obtain access to and copies of records pertaining to this information. I also hereby authorize the Company's access to any medical histories or records pertaining to me (and any other individuals who due to my employment may be covered by any Company medical or other insurance program). With regard to the foregoing disclosures, I hereby agree to release any person, company, or other entity from any and all causes of action that otherwise might arise from supplying the Company with information it may request pursuant to this release. I understand that any false answers or statements, or misrepresentations by omission, made by me on this application or any related document, will be sufficient for rejection of my application or for my immediate discharge should such falsifications or misrepresentations be discovered after I am employed.

Applicant:

_____
John/Jane Doe

_____
Dated: May 14, 2015

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this "Agreement") is made effective as of May 14, 2015, between LabCare, Inc., of 31 Clearwater Dr, Amherst, New York 14228, and John Doe, of 1234 Street, Some Town, New York 14228.

LabCare, Inc. is engaged in manufacturing and dispensing medical cannabis products John Doe is engaged in manufacturing and dispensing medical grade cannabis products Information will be disclosed to John Doe to determine whether John Doe could assist LabCare, Inc. with the development of a marketing plan. The Owner has requested and the Recipient agrees that the Recipient will protect the confidential material and information which may be disclosed between the Owner and the Recipient. Therefore, the parties agree as follows:

I. CONFIDENTIAL INFORMATION. The term "Confidential Information" means any information or material which is proprietary to LabCare, Inc., whether or not owned or developed by LabCare, Inc., which is not generally known other than by LabCare, Inc., and which John Doe may obtain through any direct or indirect contact with LabCare, Inc..

A. Confidential Information includes without limitation:
- business records and plans
- financial statements
- customer lists and records
- trade secrets
- technical information
- products
- inventions
- product design information
- pricing structure
- costs

and other proprietary information.

B. Confidential Information does not include:
- matters of public knowledge that result from disclosure by LabCare, Inc.
- information rightfully received by John Doe from a third party without a duty of confidentiality
- information independently developed by John Doe
- information disclosed by operation of law
- information disclosed by John Doe with the prior written consent of LabCare, Inc.

and any other information that both parties agree in writing is not confidential.

II. PROTECTION OF CONFIDENTIAL INFORMATION. John Doe understands and acknowledges that the Confidential Information has been developed or obtained by LabCare, Inc. by the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset of LabCare, Inc. which provides LabCare, Inc. with a significant competitive advantage, and needs to be protected from improper disclosure. In consideration for the disclosure of the Confidential Information, John Doe agrees to hold in confidence and to not disclose the Confidential Information to any person or entity without the prior written consent of LabCare, Inc.. In addition, John Doe agrees that:

i. No Copying/Modifying. John Doe will not copy or modify any Confidential Information without the prior written consent of LabCare, Inc..

ii. Application to Employees. Further, John Doe shall not disclose any Confidential Information to any

employees of John Doe, except those employees who are required to have the Confidential Information in order to perform their job duties in connection with the limited purposes of this Agreement. Each permitted employee to whom Confidential Information is disclosed shall sign a non-disclosure agreement substantially the same as this Agreement at the request of LabCare, Inc..

iii. Unauthorized Disclosure of Information. If it appears that John Doe has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, LabCare, Inc. shall be entitled to an injunction to restrain John Doe from disclosing, in whole or in part, the Confidential Information. LabCare, Inc. shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

III. RETURN OF CONFIDENTIAL INFORMATION. Upon the written request of LabCare, Inc., John Doe shall return to LabCare, Inc. all written materials containing the Confidential Information. John Doe shall also deliver to LabCare, Inc. written statements signed by John Doe certifying that all materials have been returned within five (5) days of receipt of the request.

IV. RELATIONSHIP OF PARTIES. Neither party has an obligation under this Agreement to purchase any service or item from the other party, or commercially offer any products using or incorporating the Confidential Information. This Agreement does not create any agency, partnership, or joint venture.

V. NO WARRANTY. John Doe acknowledges and agrees that the Confidential Information is provided on an AS IS basis. LABCARE, INC. MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL LABCARE, INC. BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR USE OF ANY PORTION OF THE CONFIDENTIAL INFORMATION. LabCare, Inc. does not represent or warrant that any product or business plans disclosed to John Doe will be marketed or carried out as disclosed, or at all. Any actions taken by John Doe in response to the disclosure of the Confidential Information shall be solely at the risk of John Doe.

VI. LIMITED LICENSE TO USE. John Doe shall not acquire any intellectual property rights under this Agreement except the limited right to use set out above. John Doe acknowledges that, as between LabCare, Inc. and John Doe, the Confidential Information and all related copyrights and other intellectual property rights, are (and at all times will be) the property of LabCare, Inc., even if suggestions, comments, and/or ideas made by John Doe are incorporated into the Confidential Information or related materials during the period of this Agreement.

VII. GENERAL PROVISIONS. This Agreement sets forth the entire understanding of the parties regarding confidentiality. The obligations of confidentiality shall survive 5 year(s) from the date of disclosure of the Confidential Information. Any amendments must be in writing and signed by both parties. This Agreement shall be construed under the laws of the State of New York. This Agreement shall not be assignable by either party, and neither party may delegate its duties under this Agreement, without the prior written consent of the other party. The confidentiality provisions of this Agreement shall remain in full force and effect after the effective date of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed and delivered in the manner prescribed by law as of the date first written above.

Information Owner:
LabCare, Inc.

By: _____
Daniel J Casacci
President

Recipient:

By: _____
John/Jane Doe

Employee Evaluation Form

NAME: John Smith or Jane Doe

DEPARTMENT: Dispensary or grow facility

JOB TITLE: Job Title Here

DATE OF LAST EVALUATION: May 17, 2015

PERIOD OF PRESENT EVALUATION: January 01, 2015 through May 15, 2015

TYPE OF EVALUATION: Yearly Performance Evaluation

1. ATTITUDE:

(a) The extent to which the employee demonstrates a willingness to fulfill position requirements and assigned tasks.

RATING:Satisfactory
COMMENTS: _____

(b) The extent to which the employee takes appropriate corrective action in response to constructive criticism by supervisor.

RATING:Satisfactory
COMMENTS: Comments Here

2. PLANNING AND SCHEDULING:

The extent to which the employee plans and schedules work for the accomplishment of objectives.

RATING:Satisfactory
COMMENTS: Comments Here

3. PRODUCTIVITY:

The level of output attained by the employee as compared to the standard established for the assigned tasks.

RATING:Satisfactory
COMMENTS: Comments Here

4. QUALITY OF WORK:

The degree to which the employee produces work that is accurate, comprehensive and effectively communicated.

RATING:Satisfactory
COMMENTS: Comments Here

5. TIMELINESS:

The extent to which the employee completes assigned tasks within the allotted time.

RATING:Satisfactory
COMMENTS: Comments Here

6. JUDGMENT:

The extent to which the employee utilizes job knowledge and sound reasoning to analyze situations, resolve problems and reach decisions.

RATING:Satisfactory
COMMENTS: Comments Here

7. INITIATIVE:

The extent to which the employee is self-motivated; takes appropriate action on work related issues without being prompted.

RATING:Satisfactory
COMMENTS: Comments Here

8. COMMUNICATION:

The extent to which the employee communicates effectively and accurately with peers, supervisors and other business contacts. Consider written and verbal communications.

RATING:Satisfactory
COMMENT: Comments Here

9. COOPERATION:

The extent to which the employee cooperates and works harmoniously with peers, supervisors and other business contacts.

RATING:Satisfactory
COMMENTS: Comments Here

10. PUNCTUALITY AND ATTENDANCE:

PUNCTUALITY:

Acceptable

DAYS LATE: Days Late
COMMENTS: Comments Here

ATTENDANCE:

Acceptable

DAYS ABSENT: Days Absent
COMMENTS: Comments Here

11. TRAINING AND EVALUATION:

Comments Here

12. COMMUNICATION AND EXECUTION OF GOALS AND OBJECTIVES:

Comments Here

13. LEADERSHIP QUALITIES:

Comments Here

14. PERSONNEL UTILIZATION:

Comments Here

15. COMPANY POLICIES:

Comments Here

MAJOR ACTIVITIES/OBJECTIVES:

Comments Here

ACCOMPLISHMENTS:

Comments Here

OVERALL PERFORMANCE:

Comments Here

RATING:Satisfactory

PROGRESS SINCE LAST EVALUATION: Comments Here

RECOMMENDATIONS FOR FUTURE DEVELOPMENT: Comments Here

SIGNATURES

_____ _____

Daniel J Casacci President Date

_____ _____

Daniel J Casacci Date

_____ _____

John Smith or Jane Doe Date

(The employee's signature is only an acknowledgment that the evaluation has been completed, examined and discussed in detail and is not to be construed as an agreement with the evaluation.)

COMMENTS: _____

_____
_____
_____
_____
_____
_____
_____
_____

Special Consideration For Employees With Disabilities

One Blind Employee
One Deaf Employee

Special Consideration For Veterans

We currently have four veterans on our team

LabCare As An Equal Opportunity Employer

Tonawanda Growing Facility: 35% Minority Percentage

Amherst Dispensary: 86% Minority Percentage

Rochester Dispensary: 60% Minority Percentage

Syracuse Dispensary: 57% Minority Percentage

Rome Dispensary: 43% Minority Percentage

LabCare, Inc.
Production And Dispensary Staffing Plan

Version Number: 1.0
Version Date: 05/01/2015

VERSION HISTORY

The staffing plan will be controlled and tracked by The President, Daniel Casacci of LabCare, and all medical staff will require approval of Dr. Kathleen Casacci, CEO & The Medical Director.

Version Number	Implemented By	Revision Date	Approved By	Approval Date	Description of Change
1.0	Daniel Casacci	*05/01/15*	*Dr. Kathleen Casacci*	*5/01/15*	*Organizational Update*

Introduction

Purpose

This document describes the processes and procedures used to staff the LabCare Production Facility And Dispensary Project. This plan supplements the overall Project Management Plan (PMP) and covers the staffing requirements for the project. The Staffing Management Plan (SMP) is intended to be a living document, reviewed at least annually and updated as needed.

Audience

The intended audience for the SMP is all project stakeholders, the DOH regulatory body, including the project sponsor, senior leadership, and the project team.

Assumptions/Constraints

The staffing plan is designed around the requirements put forth by the NYS DOH. This includes requirements for pharmacists, dual delivery drivers, age restricted criteria, and additional staffing considerations. Any changes to the staffing plan must strictly adhere to regulatory oversight.

This plan only addresses the staffing requirements for staff that will be part of the project management office or team that directly report to the project manager. This plan does not capture staffing requirements for development work performed by a contractor where the day-to-day activities are managed by a PM at the contractor. In those situations, the PM is monitoring the project through agreed upon deliverables and has requirements in the contract for the contractor to ensure appropriate staffing.

This plan does not address staffing requirements of contractors that are performing work on behalf of the project whose requirements are captured in a contract level management plan.

Staffing Management

Staff Required

The following chart shows a detailed breakdown of the staff requirements by role needed to achieve the project objectives and execute the project. All staff must be over the age of 21 with a clear background check regarding any drug related felonies in the past 10 years. Each position requires specialized on the job training based on LabCare's standard operating protocols, manuals, and seed-to-sale system. The staffing plan below fully complies with the following NYS DOH regulations:

"1004.5 (18) a staffing plan for staff involved in activities related to the cultivation of marihuana, the manufacturing and/or dispensing of approved medical marihuana products and/or staff with oversight responsibilities for such activities, which shall include:

1004.5 (18) (I) a senior staff member with a minimum of one (1) year experience in good agricultural practices (GAP);"

1004.5 (18) (ii) a quality assurance officer who shall exercise oversight of the organization's practices and procedures and who has documented training and experience in quality assurance and quality control procedures;

1004.5 (18) (iv) a requirement that all staff involved in the manufacturing be trained in and conform to general sanitary practices"

Role/Responsibility	Skills Required	Number Of Staff Required	Timeframe Needed [mm/dd/yyyy]	Duration Required
Pharmacist Manager	Pharmacy License/ 4hr. Training Course	12	*11/01/2015*	Ongoing
Pharmacist Technician	4Hr. Training Course	36	*11/01/2015*	Ongoing
Security Guard	State Security Guard License	14	08/01/2015	Ongoing
Head Chemist	PhD Analytical Chemistry	1	08/01/2015	Ongoing
Production Manager	1Yr.+ GAP Experience	1	08/01/2015	Ongoing
Quality Control Manager	5Yr.+ Quality Control Experience	1	08/01/2015	Ongoing
Plant Attendant	Marihuana Cultivation Training, Lift Over 50lbs.	3	08/01/2015	Ongoing
Maintenance	Mechanical And Electrical Background	1	08/01/2015	Ongoing
Process Technical	Pharmaceutical Processing Experience	2	10/01/2015	Ongoing
Quality Control Manager	5+ Yrs. Experience With Quality Control Standards	1	08/01/2015	Ongoing
Office Manager	3+ Yrs. Previous Management Experience AP/AR	1	08/01/2015	Ongoing
Information Technology Manager	B.S. Computer Science	1	08/01/2015	Ongoing
Human Resources Manager	3+ Yrs. Experience In Employee Relations And Scheduling	1	08/01/2015	Ongoing
Accountant	3+ Yrs. Experience In Accounting And Financing	1	08/01/2015	Ongoing
CEO	Medical and Management Experience	1	08/01/2015	Ongoing
President	10+ Yrs. Experience With Management Roles	1	08/01/2015	Ongoing
Customer Service	3+ Yrs. Customer Service Experience - Bilingual	1	11/01/2015	Ongoing
Public Relations	5+ Years Public Speaking	1	9/01/2015	Ongoing
Dispensary Director	3+ Yrs. Experience In Employee Relations And Scheduling	1	10/01/2015	Ongoing

Total 81

Training Required
The following captures the training needed to ensure that necessary skill levels are available to successfully conduct the project.

Role	Pharmacist Manager
Staff Resource	NYS Medical Marihuana 4 Hour Training Program
Training Needed	NYS Medical Marihuana 4 Hour Training Program, BioTrackk System, Operation Protocols
Timeframe	16 Hours
Anticipated Cost	$560 Per Pharmacist
Training Method	DOH 4 Hour Program, BioTrackk Remote And In House Training, In-House Training On Protocols
Oversight Responsibilities	All pharmacists will be responsible for oversight of pharmacy technicians at various cashier stations. This includes conduct, work quality, customer service, diversion control, program compliance, and scheduling confirmation. They will also be responsible for: • Dispensing medication per recommendation by physicians. • Verification of registry cards for patients. • Collecting payment from patients or patient representatives and balancing accounting with inventory at the end of each shift. • Effectively verify patient medication orders for appropriateness and accuracy. • Provide concise, applicable, comprehensive, and timely responses to requests for drug information from patients and health care providers. • Educate patients and families on medication indications. • Identify potential technical or patient care issues and work with LabCare, Inc. staff to make recommendations to avoid issues. • Report medication errors and adverse drug reactions to the dispensary director. • Represent Pharmacy/service areas on institutional/ practice area committees and quality support teams. • Participates in mentorship and professional development of newly hired LabCare, Inc. pharmacists. • Provides at least one Pharmacy staff development initiative per year. • Reports to the dispensary director.

Role	Pharmacist Technician
Staff Resource	NYS Medical Marihuana 4 Hour Training Program
Training Needed	NYS Medical Marihuana 4 Hour Training Program, BioTrack System, Operation Protocols
Timeframe	16 Hours
Anticipated Cost	$240 Per Pharmacist Technician
Training Method	DOH 4 Hour Program, BioTrack Remote And In House Training, In-House Training Ono Protocols
Oversight Responsibilities	• Perform all functions and duties of a Dispensary Service Representative to ensure prompt service in the Dispensary. Verification of registry cards for patients. • Perform computer entry of medical marijuana registry information including but not limited to: patient search, prescriber search, drug selection, prescription interpretation & entry, and basic problem resolution. • Accept customer and recommendation information required to process new and

	refill medical marijuana recommendations • Retrieve the appropriate medication from inventory. • Create dispensary labels and put them on prescription containers. • Complete paperwork related to filling recommendations and input customer and recommendation data into the computer system. • Assist with maintaining the dispensary by keeping it clean and in order. • Assist in inventory management processes including: order review, restocking shelves, and physical inventory preparation.

Role	Security Guard
Staff Resource	Security Protocols And Security Plan
Training Needed	LabCare Security Protocols, Security Plan, DVR Use, And Camera Adjustment SOP's, BioTrack System
Timeframe	25 Hours
Anticipated Cost	$600 Per Security Guard
Training Method	In-House Training And Security Consulting From Armored Access, BioTrack Remote And In House Training
Oversight Responsibilities	Security At Each Dispensary And/Or Production Facility. This Includes Ensuring All Diversion Protocols, Security Footage Is Archived, And The Site Is Secure. In addition security staff will rotate into dispensary deliveries from part time staff. Security staff will also be excepted to: • Sound alarms or call police or fire department in case of fire or presence of unauthorized persons • Permit authorized persons to enter property and monitors entrances and exits • Observe departing personnel to protect against theft of company property and ensure that authorized removal of property is conducted within appropriate client requirements • Investigate and prepare reports on accidents, incidents, and suspicious activities • Provide assistance to customers, employees and visitors in a courteous and professional manner

Role	Head Chemist
Staff Resource	Laboratory SOP's
Training Needed	LabCare SOP's specific to GCMS/HPLC Cannabinoid Testing And Contaminants, BioTrack System
Timeframe	60 Hours
Anticipated Cost	$1500 Per Chemist
Training Method	In-House Training And Local Aid From Shimadzu Technicians, BioTrack Remote And In House Training
Oversight Responsibilities	Ensuring Proper Laboratory Testing Of All Marihuana Products, Sample Storage, Protocols Are Followed, And General Laboratory Care. The Chemist Will Be Responsible For: • Physical testing of raw materials and finished products such as description, weight variation, pH, specific gravity, refractive index, disintegration, and dissolution testing. • Chemical testing of raw material and finished products using specific

	spectroscopic techniques such as UV, IR, AA and ICP. • Chemical testing of raw material and finished products using specific instrumentation techniques such as HPLC, GC, GC/MS/MS • Assist in the calibration of equipment used in the Chemistry Laboratory. • Prepare, with proper documentation, of all volumetric and test solutions used in the Chemistry laboratory. • Ensure proper disposal of all chemical wastes. • Assist in the investigation of Out-Of-Specification test results and root cause assessment. • Assist in the training, supervisions, and cross training of newly employed or less experienced process technicians. • Assist in the ordering and maintenance of the laboratory's supplies such as reagents, solvents and standards. • Submit samples to NYSDOH for independent verification of pharmaceutical medication dosage. • Perform all other duties as assigned.

Role	Production Manager
Staff Resource	LabCare Marihuana Cultivation Protocols, Training Manuals, And BioTrack System
Training Needed	Hands On Training With All Facility Operations, Growing SOP's, And Sanitary Practices
Timeframe	80 Hours
Anticipated Cost	$2000 Per Production Manager
Training Method	DOH 4 Hour Program, BioTrack Remote And In House Training, In-House Training On Protocols, And Sanitary Practices (HACCP Model)/GAP Manual.
Oversight Responsibilities	The Production Manager Will Be Response For Ensuring Correct Operations In All Aspects Of The Production Facility. The Production Manager Will Be Responsible For: • Training All Plant Attendants In Sanitary Practices • Coordinating All Plant Production Activities • Overseeing all GAP's And Related Protocols Are Correctly Implemented By Assisting Staff • Authorizing Changes To Production Related SOP's, GAP's, HACCP's, And Communicating The Changes To The DOH And Management For Approval.

Role	Plant Attendant
Staff Resource	LabCare Marihuana Cultivation Protocols, Training Manuals, And BioTrack System
Training Needed	Hands On Training With All Facility Operations And Growing SOP's
Timeframe	20 Hours
Anticipated Cost	$300 Per Plant Attendant
Training Method	BioTrack Remote And In House Training, In-House Training On Production Protocols, And Sanitary Practices (HACCP Model)/GAP Manual.
Oversight Responsibilities	Plant Attendants Will Be Responsible For: • Maintaining Proper Plant Feeding, Watering, And Monitoring Programs • Entering Data Into The BioTrack Seed-To-Sale Software System • Collecting Data And Making Plant Care Decisions • Notify Production Manager Of Potential Problems Or Necessary Changes

Role	Process Technician
Staff Resource	LabCare Process Machinery Protocols, Training Manuals, And BioTrack System
Training Needed	Hands On Training With All Facility Operations And Processing SOP's
Timeframe	40 Hours
Anticipated Cost	$600 Per Plant Attendant
Training Method	BioTrack Remote And In House Training, In-House Training On Protocols
Oversight Responsibilities	Process Technicians Will Be Responsible For: • Production of all medical marihuana processing equipment • Producing capsules, tinctures, and vaporizer oil • Packaging and processing all finished products

Role	Maintenance Supervisor
Staff Resource	LabCare Process Machinery Protocols, Training Manuals, And BioTrack System
Training Needed	Hands On Training With All Facility Operations And Processing SOP's
Timeframe	40 Hours
Anticipated Cost	$600 Per Maintenance Attendant
Training Method	BioTrack Remote And In House Training, In-House Training On Protocols
Oversight Responsibilities	The Maintenance Supervisor will be responsible for: • Ensuring all facility amenities are restocked • Ensuring all production equipment is operational and fully functional • Ensuring all internet connectively is functioning correctly at the various sites • Performing safety and electrical wiring checks

Role	Quality Control Manager
Staff Resource	Quality Control Protocols, Quality Assurance Plan, Training Manuals, And BioTrack System
Training Needed	Hands On Training With All Facility Operations And Quality SOP's
Timeframe	60 Hours
Anticipated Cost	$800 Per Quality Control Manager
Training Method	BioTrack Remote And In House Training, In-House Training On Protocols
Oversight Responsibilities	The quality control manager is response for overseeing all DOH regulatory compliance regarding quality control protocols. These include: • Product stability and uniformity • Shelf life compliance • Sample lot qualifications • ISO/AS Quality System Implementation • MS105E and MS1916 Compliance • Ensuring Supply Chain Management

Role	Office Manager
Staff Resource	Staffing Plan Manual, Company Policies And Procedures
Training Needed	QuickBooks Integration, BioTrack System, Operation Protocols, Etc.
Timeframe	16 Hours
Anticipated Cost	$560 Per Office Manager
Training Method	BioTrack Remote And In House Training, In-House Training On Protocols
Responsibilities	The office manager is stationed at the production facility and is responsible for a wide array of tasks, including but not limiting to:

	• Maintaining calendar and issues reminders while monitoring appointments to assure the office operates efficiently. • Coordinates meetings by ensuring that the appropriate software, equipment, meeting space, and other items (pre-meeting documentation, food, supplies, etc.) are available. • Makes necessary travel arrangements, including ground transportation and hotel accommodations. Prepares travel itineraries for Directors and CEO and direct reports. • Processes expense reports and monitors incoming invoices and donation requests. Prepares forms to process and pay invoices for area office and dispensaries. • Reconciles district ledgers including payroll distribution on a monthly basis. • Prepares area staff and Pharmacy managers' payroll; resolves payroll issues when necessary • Creates Rate and Status changes for dispensary, pharmacists and area staff, as directed. • Processes area and or pharmacy hours changes on website • Organizes and maintains paperwork and files from all Pharmacies. • Performs general office duties and completes special assignments and other tasks as assigned. • Works in conjunction with Human Resources department and Accounting to ensure Payroll accuracy is reconciled. • Serves as a liaison between the dispensary and production facility.

Role	Human Resources Manager
Staff Resource	Staffing Plan Manual, Company Policies And Procedures
Training Needed	BioTrack System, Operation Protocols
Timeframe	16 Hours
Anticipated Cost	$450 Per Human Resource Manager
Training Method	DOH 4 Hour Program, BioTrack Remote And In House Training, In-House Training On Protocols
Oversight Responsibilities	The human resources manager is stationed at the production facility and is responsible for a wide array of employee management tasks, including but not limiting to: • Acts as liaison with dispensaries, grow facility and production testing facility, to facilitate resolution of employee issues regarding benefits, payroll, human resources, and safety. • Recommends, coordinates, and delivers training seminars for employees. • Informs and educates clients about Human Resources policies, procedures, performance management, recruitment, and employee relations issues. • Assists with resolution of employee issues pertaining to leaves of absence, workers' compensation, and disability accommodations. • Facilitates Annual Enrollment meetings for employee benefits and labor unions. • Understands and manage details of benefit and insurance plans related to the co-employer relationship. • Maintains payroll records, incident reports, employee benefit records • Coordinates employee retirement plans and maintains records for the plan • Works with Administrative assistant to compile payroll records with biometric Identification and arrange payroll. • Creates advertising to fill positions left vacant, screening interviews and processes required documentation including verification of credentials, review

	of references and drug testing for new hire employees. • Files all necessary employment documentation with labor department and NYSDOH. • Exit interviews for terminated employees.

Role	Accountant
Staff Resource	280E IRS Training, BioTrack System-Audits/Reporting/Etc.
Training Needed	QuickBooks Integration, BioTrack System, Operation Protocols, Etc.
Timeframe	35 Hours
Anticipated Cost	$875 Per Accountant
Training Method	BioTrack Remote And In House Training,
Oversight Responsibilities	LabCare's accountant will be responsible for: • Maintains all vendor files with payment records • Process and evaluates all invoices, packing slips, purchase orders and remittance stubs • allocate to correct general ledger account • Responsible for all accrual account reconciliation • Reconcile all bank accounts at month end • Answers vendor inquiries regarding payments and reach out to vendors if there are invoice discrepancies. • Maintains all files of Pharmacy income and tax reporting • Prepares and processes credit references to support the Sales Team • Develop, implement, modify, and document record keeping and accounting systems • Cash Forecasting and Daily cash reporting • Prepare monthly financial statements, reports and records by collecting, analyzing and summarizing account information. • Assist in tax preparations for State and IRS audits.

Role	Chief Executive Officer
Staff Resource	BioTrack System Operation Protocols
Training Needed	BioTrack System, Operation Protocols, Etc.
Timeframe	16 Hours
Anticipated Cost	$900 For The CEO
Training Method	BioTrack Remote And In House Training,
Oversight Responsibilities	LabCare's CEO will be responsible for: • Monitors overall company functions • Interfaces with physicians and NYS Department of Health Doctors • Acts as the company's representative for public relations • Promotes GAP and SOP throughout the organization • Makes executive level decisions • Acts as a board member for company board meetings • Creates the organizations culture • Creating, communicating, and implementing the organization's vision

Role	President
Staff Resource	BioTrack System Operation Protocols
Training Needed	QuickBooks Integration, BioTrack System, Operation Protocols, Etc.
Timeframe	16 Hours
Anticipated Cost	$950 For The President
Training Method	BioTrack Remote And In House Training,
Oversight Responsibilities	LabCare's President will be responsible for: • Monitors overall company quality functions • Interfaces with union representatives • Ensures security throughout the company • Responsible for financial viability • Makes executive level decisions • Acts as a board member and secretary for company board meetings • Address DOH and patient concerns • Supports and implements the CEO's vision • Overall responsibility for the company's performance

Role	Customer Service
Staff Resource	BioTrack System
Training Needed	BioTrack System
Timeframe	16 Hours
Anticipated Cost	$250 For Customer Service
Training Method	BioTrack Remote And In House Training,
Oversight Responsibilities	LabCare's Customer Service will be responsible for: • Answers questions from the public and patients • Provides feedback to the company as to public and patients concerns • Acts as the voice of the company • Makes suggestions to improve automated phone service • Reads and answers e-mails from our website • Coordinates content for our website FAQ section • Must be fluent in English and Spanish • May be involved with a product recall • Make suggestions for special needs patients • Enters patient comments into BioTrack software system

Role	Public Relations
Staff Resource	BioTrack System
Training Needed	QuickBooks Integration, BioTrack System, Operation Protocols, Etc.
Timeframe	6 Hours
Anticipated Cost	$300 For Public Relations
Training Method	BioTrack Remote And In House Training,
Oversight Responsibilities	LabCare's Public Relations will be responsible for: • Answers questions from the public and patients • Provides feedback to the company as to public and patients concerns • Acts as the voice/face of the company • Meets with physician to encourage them to participate in the program • Meets with politicians and community leaders to ensure satisfaction with LabCare's performance • Works with patient advocates to further their agenda in New York State • Communicates the CEO's company vision to the public • May be involved with a product recall • Travels to each dispensary to gauge patient satisfaction

Role	Information Technology Manager
Staff Resource	BioTrack System
Training Needed	QuickBooks Integration, BioTrack System, Operation Protocols, Etc.
Timeframe	60 Hours
Anticipated Cost	$800 For IT Manager
Training Method	BioTrack Remote And In House Training,
Oversight Responsibilities	LabCare's IT Manager will be responsible for: • Setting up a HIPAA compliant server system • Setting up a HIPAA compliant client computers throughout the company • Integrates BioTrack into our manufacturing and dispensing system • Works with outside communication service people • Answers users question • Sets up an intercompany e-mail system • Ensures informational security of all company records • Coordinates QuickBook Integration into BioTrack • Coordinates DOH registry card system with LabCare's system • May be involved with a product recall

Role	Dispensary Manager
Staff Resource	BioTrack System
Training Needed	QuickBooks Integration, BioTrack System, Operation Protocols, Etc.
Timeframe	60 Hours
Anticipated Cost	$800 For Dispensary Manager
Training Method	BioTrack Remote And In House Training,
Oversight Responsibilities	LabCare's Dispensary Manager will be responsible for: • Maintain stock status for product inventory at the dispensary • Forecast product demand at each dispensary • Ensure proper dispensary staffing each day • Coordinate cash pickups with inventory drop off • Balance out each day • Monitor patient flow and throughput • Maintain an updated patient registry card count by county (forecast aid) • May be involved with a product recall • Maintain good relationship with property owners • Coordinate any repair or service at the dispensaries

Staffing Management Plan Approval

The undersigned acknowledge that they have reviewed the LabCare Production And Dispensary Staffing Management Plan and agree with the information presented within this document. Changes to this Staff Management Plan will be coordinated with, and approved by, the undersigned, or their designated representatives.

Signature: _____ Date: _____
Print Name: _____
Title: _____
Role: _____

Signature: _____ Date: _____
Print Name: _____
Title: _____
Role: _____

Tonawanda Production Facility Staffing Plan

In our operating plan we only chose to have one production facility. We feel having one large facility is preferable to several smaller ones to reduce the risk of diversion and ensure uniform employee procedures can be collectively overseen. Our staffing plan for the production facility focuses on full time staffing that will help ensure proper care for all aspects of marihuana production, maintenance, processing, and packaging, while still keeping the total number of employees minimal for essential operation. This includes having a smaller quantity of full time employees, as opposed to a higher quantity of part time employees, and ensuring all employees that do not need to handle marihuana are partitioned into their respective job areas. This protocol also assists compliance with NYS DOH regulation:

"1004.13 (i) All marihuana that is not part of a finished product must be stored in a secure area or location within the registered organization accessible only to the minimum number of employees essential for efficient operation."

"1004.5 (18) a staffing plan for staff involved in activities related to the cultivation of marihuana, the manufacturing and/or dispensing of approved medical marihuana products and/or staff with oversight responsibilities for such activities, which shall include:

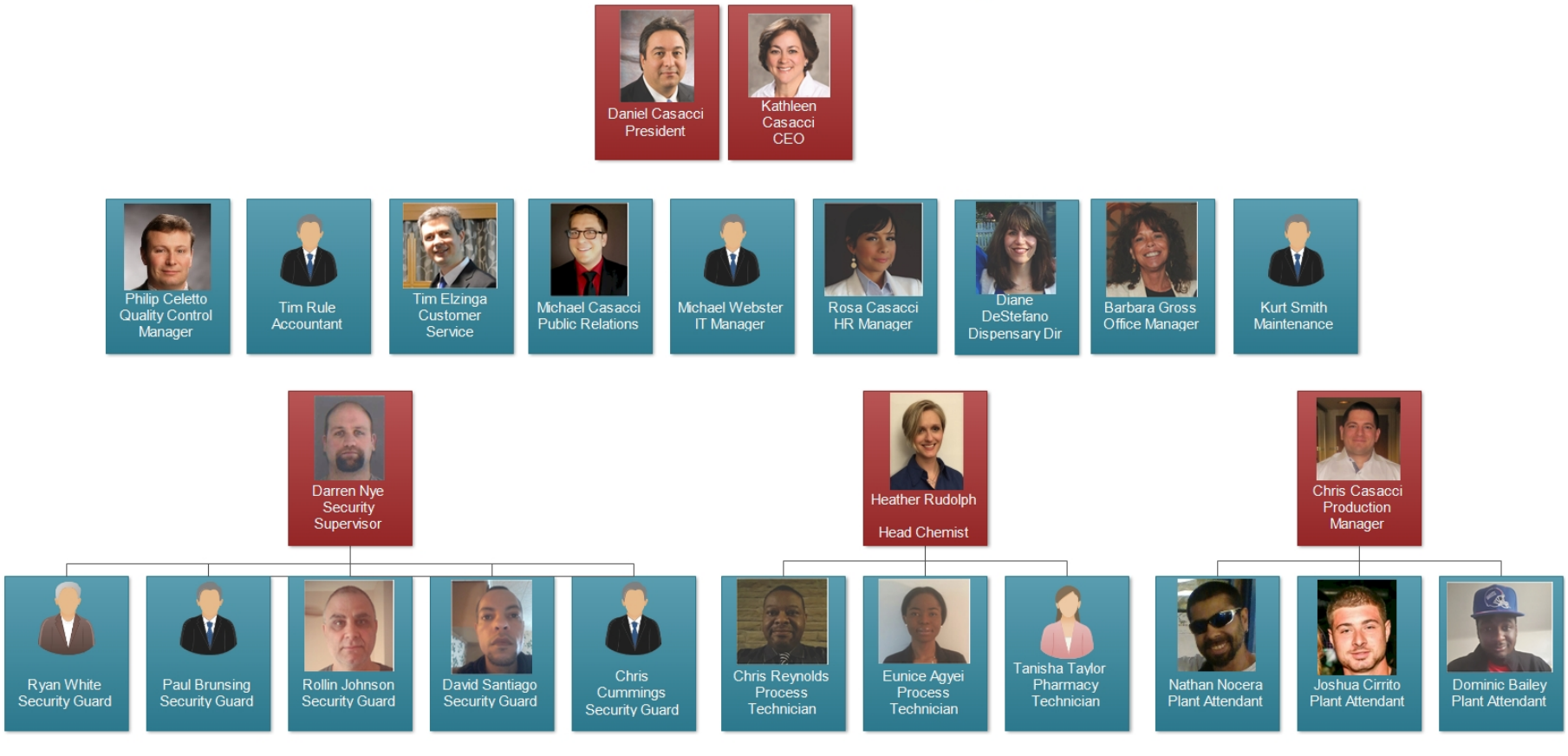
1004.5 (18) (I) a senior staff member with a minimum of one (1) year experience in good agricultural practices (GAP);"

1004.5 (18) (ii) a quality assurance officer who shall exercise oversight of the organization's practices and procedures and who has documented training and experience in quality assurance and quality control procedures;

1004.5 (18) (iv) a requirement that all staff involved in the manufacturing be trained in and conform to general sanitary practices; and

Company Organizational Chart (Local Site)

Tonawanda Production Facility Staffing Chart



Medical Cannabis Growing Facility Staffing

Location: Tonawanda, New York 14150

LabCare, Inc. Proposed Growing Facility

Tonawanda Growing Facility Staffing Plan

CHIEF EXECUTIVE OFFICER

Name:	Kathleen M. Casacci
Facility:	Buffalo (Tonawanda) Grow Facility

KATHLEEN MARIE CASACCI, DDS, MAGD
Master in the Academy of General Dentistry
31 Clearwater Drive, Amherst, NY 14228
Redacted pursuant to N.Y. Public Officers Law, Art. 6

Education:

Mount Saint Mary's Hospital Radiological Technology Certificate Program- RT, LRT 1977-1979

SUNY Buffalo BA Psychology 1984-1989 (degree granted 1992)

SUNY Buffalo School of Dental Medicine 1989-1993- Doctor of Dental Surgery degree granted, graduated Cum Laude
NYS License #1-077441 DEA #[redacted]
Prosthodontics and Pediatrics Minor
Oral Surgery Externship
Special Care Dentistry Externship
Omicron Kappa Upsilon
Class Rank 2/90

SUNY Buffalo Dental Medicine MS Oral Sciences Candidate 1993-94
All course work completed; research paper not finished to complete degree

•Endodontic Continuum, 1995
•Aesthetic Dentistry Continuum, 1995-96
Completed 9 of 11 Modules towards Aesthetic Dentistry Certification, 1996-2001
•Fellowship Academy of General Dentistry 2001
•Straight Wire Orthodontics Mini-Residency and Advanced Case Finishing, 2002-2005
•OBI International Level 3 Graduate April 2007
•OBI International Level 4 Graduate January 2009
•TiMax Toronto Maxi Course Implant Dentistry 2010-2011
•Masters in the Academy of General Dentistry in 2012
•Associate Fellow American Academy of Implant Dentistry 2013
•Over 3000 hours to date of Continuing Education

KATHLEEN MARIE CASACCI, DDS, MAGD
Master in the Academy of General Dentistry
31 Clearwater Drive, Amherst, NY 14228
Redacted pursuant to N.Y. Public Officers Law, Art. 6

Curriculum Vitae

Work Experience:

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

1993-1996 **SUNY Buffalo, School of Dental Medicine**- Clinical Instructor Sophomore Operative Dentistry

1993-1994 **Erie County Health Department**- Dentist (Part-time)
Redacted pursuant to N.Y. Public Officers Law, Art. 6

1992-1993 **Columbia Scientific Sponsored Research**- Developed Protocol for 3-D Scan Imaging of Implant Sites

1979-1993 **Erie County Medical Center** - X-ray Technician, Ultra Sound, Cat Scan, Emergency Room Technician, Portable Dental Scan.
Redacted pursuant to N.Y. Public Officers Law, Art. 6

Affiliations:

American Dental Association
Eighth District Dental Society
Dental Society of the State of New York
American Association of Women Dentists
Academy of General Dentistry, FAGD
Omicron Kappa Upsilon Dental Honor Society
Niagara County Dental Society
Academy of Computerized Dentistry
Mid American Orthodontic society
American Orthodontic society
Academy of Cosmetic dentistry

PRESIDENT

Name:	Daniel J Casacci
Facility:	Buffalo (Tonawanda) Grow Facility

[redacted]
Amherst, New York 14228
dan@nyslabcare.com [redacted]

PROFESSIONAL SUMMARY

Entrepreneurial Operations Manager with a background in engineering and health care management that creates and leads high performance teams, coordinates and supports multiple departments, works with doctors and scientist to find solutions to problems, builds strong patient and supplier relationships.

Operations Management:
Managing P&L, Property Management, Data Storage, Patient Satisfaction, Inventory Control, Security, Legal Issues, Storage of Controlled Substances, and HIPPA Regulation Compliance.

[redacted]

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

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

EDUCATION

Masters - Business Administration, Canisius College

Bachelor of Arts - Psychology, University of New York at Buffalo

Associates in Applied Science - Electronic Technology, Erie Community College

PRODUCTION MANAGER

Name:	Christopher D Casacci
Facility:	Buffalo (Tonawanda) Grow Facility

[redacted]

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

chris@nyslabcare.com [redacted]

PROFESSIONAL SUMMARY

Laboratory Technologist with a background in medical marihuana dispensary operations and greenhouse equipment design that builds and leads high performance teams, enhances compliance, introduces new products, and builds strong patient relationships.

Technical Experience:

Fedbiz Contract Proposals, Medical Marihuana Dispensary Operations, Greenhouse Equipment, Biological Pest Controls, Contract Manufacturing, Indoor Plant Production, Udemy Instructor- Indoor Gardening

Laboratory Management:

Laboratory Animal Technologist certified by AALAS in:

- Good Laboratory Practices (GLPs),
- Standard operating procedures (SOPs),
- Controlled substances handling,
- Occupational health and safety,
- Facility operations, management, and storage procedures,
- Recordkeeping requirements (IACUC, health, regulatory records; monitoring logs/task sheets)
- Federal/state/local regulations, industry guidelines, institutional policies regarding laboratory ethics

[redacted]

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

EDUCATION/LICENSES

NYS CDL Commercial HAZMAT License Holder With TSA And DOT Clearance
Registered Laboratory Animal Technologist, AALAS
Certified Well Driller Department Of Environmental Conservation
Canisius College 2000 -2002

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

AFFILIATIONS

AALAS - American Association Of Laboratory Animal Science
DEC - Department Of Environmental Conservation
NGWA - National Groundwater Association
PGTA- Progressive Gardening Trade Association
Maximum Yield Magazine
Udemy Course Instruction

PUBLICATIONS

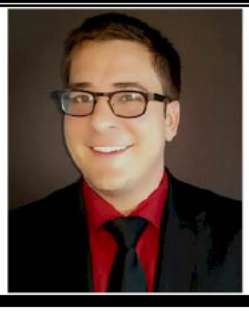
Co-Author Of How-to-Grow World Class Giant Pumpkins III

Co-Author Of How-to-Grow World Class Giant Vegetables - ISBN 9780975515334

How To Grow World Record Vegetables In Your Own Backyard -Maximum Yield Magazine January/February 2008

Udemy Lectures:

- Designing Grow Rooms
- Indoor Versus Outdoor Gardening
- Hydroponics Versus Soil
- Comparing Indoor Grow Lights
- Organic Versus Inorganic Nutrients
- pH In Your Garden
- Growing Media And The Indoor Garden
- Cloning Plant Tissue
- Plant Fertilizer Additives
- Odor Control For the Indoor Garden
- Troubleshooting Plant Health
- Insect And Pest Control
- Testing Nutrient Levels
- Harvesting, Drying, And Storage
- Gender Identification -Plant Sexing
- Foliar Feeding
- CO2 And Your Garden



GOVERNMENT PHYSICIAN RELATIONS

Name:	Michael J. Casacci
Facility:	Buffalo (Tonawanda) Grow Facility

Michael J. Casacci

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

Michael Casacci has always been a salesman with a unique ability to adapt to any product or situation. Whether in the field of medical spa services or high-end artwork, he has risen to the top of his respective fields in extremely competitive industries. As a Regional sales and management trainer he worked with teams to increase revenue through sales training as well as implementing targeted marketing that he created. Over the last 8 years Michael has spent thousands of hours on stage selling tens of millions in artwork to Park West Galleries wealthiest clientele. These events are conducted around the world in conjunction with either high end hotels or Cruise lines requiring months of planning and careful budgeting to make them a financial success.

PRIOR WORK EXPERIENCE

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

EDUCATION

Florida Auctioneer Academy

New York Institute of Massage

University of Buffalo

Connections at Millard Fillmore Suburban

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

AREAS OF SPECIALTY

Sales

Public Speaking

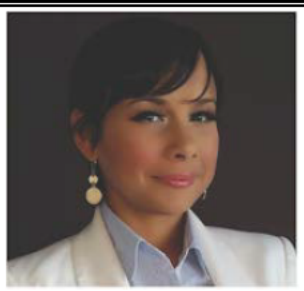
Marketing

Advertising

Training Managers

Art Market

Massage Therapy



HUMAN RESOURCE MANAGER

Name:	Rosa G. Casacci
Facility:	Buffalo (Tonawanda) Grow Facility

Rosa G. Casacci

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

Rosa Casacci has been the backbone of support to many successful businesses. She has an education and experience in computer software as well as real life experience in budgeting and accounting. Rosa can adapt easily to any role and has often found a more precise and efficient way of getting things accomplished. As the first member of her family to go to college and leave the Dominican Republic to work abroad, she has always been seen as a trailblazer and a positive role model for what one can do with tenacity and hard work.

PRIOR WORK EXPERIENCE

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

EDUCATION

APEC University (UNAPEC) Santo Domingo, Dominican Republic (2004-2008)

Bachelors Degree in Hospitality and Tourism Management

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

High School

AREAS OF SPECIALTY

Accounting
Organization
Event planning
Customer Service
Microsoft Project
Advanced Microsoft Excel
Adobe Illustrator
Adobe Photoshop
QuickBooks Pro 2015
Bilingual

Photo Not Avaiable

FINANCIAL ACCOUNTANT

Name:	Tim Rule
Facility:	Buffalo (Tonawanda) Grow Facility

Tim Rule

Senior Accountant - Smurfit Stone Container Corporation / Rock Tenn Company

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Actively administer the general ledger and fixed asset accounting functions of various for-profit organizations. Key skills and responsibilities include coordination of interim and annual U.S. GAAP - based financial statement reporting; book and tax accounting for capital expenditures, sales, and depreciation; preparation of periodic cash, operating, and capital expenditure plans; evaluating and reacting to deviations from plan objectives; implementing ERS and database applications; compliance with federal and state tax mandates; administration of financing and cash management services; and maintaining the integrity of the overall general ledger transaction cycle.

WORK EXPERIENCE

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

Revenue Agent
Internal Revenue Service - Houston, TX - September 2002 to November 2006
(Reason for leaving: Relocate out of Texas due to unfavorable - i.e., hot and humid - climate conditions majority of the year.)

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

EDUCATION
Master of Accountancy (one semester completed) in Tax concentration
University of Tennessee - Knoxville, TN
1998 to 1998
Bachelor of Science in Accounting
University of Tennessee - Knoxville, TN
1984 to 1988

CERTIFICATIONS
Certified Public Accountant (CPA)
August 1994 to December 2015
http://verify.tn.gov

ADDITIONAL INFORMATION
Professional Accomplishments:
◆ Prepared monthly GAAP - based financial statements, including income statements, balance sheets, statement of cash flows for both publicly traded and privately held corporations.
◆ Prepared monthly (10QA) and annual (10KA) SEC reporting packages to parent corporation.
◆ Maintained / designed general ledger chart of account structure, and recorded month - end / year - end adjusting general journal entries.
◆ Supervised general ledger, fixed asset, accounts payable, payroll, and inventory reporting positions.
◆ Reconciled all balance sheet general ledger accounts.
◆ Prepared fiscal year-end workpapers and coordinated activities associated with annual financial audit by outside CPA firms.
◆ Developed detailed operating and capital budget reporting templates.
◆ Prepared and analyzed cash and operating forecasts and variances.
◆ Identified and reported all material, labor, and overhead variances proposing solutions to unfavorable outcomes.
◆ Responsible for the identification, reporting, and resolution of KPI / EBITDA measures.
◆ Suggested, designed, and implemented a formal purchase order and perpetual inventory reporting system.
◆ Maintained inventory reporting systems using standard, process, and activity - based costing methodologies.
◆ Utilized FIFO, LIFO, moving / weighted average, retail, and gross margin inventory valuation methods.
◆ Responsible for reconciling physical inventories as well as performing periodic cycle counts.
◆ Developed flowcharting techniques leading to improved internal control processes.
◆ Responsible for all fixed asset accounting transactions including additions, transfers, sales / abandonments, depreciation / amortization.
◆ Maintained fixed asset property ledgers and associated general ledger control accounts.
◆ Analyzed financing alternatives for capital expenditures using breakeven point, cost - profit - volume mix,
NPV, IRR, and discounted cash flow techniques.
◆ Determined fixed asset tax and book basis for newly acquired capital assets by maintaining various CIP GL accounts.
◆ Calculated book and tax depreciation under MACRS (GDS / ADS)/ACRS by determining class lives and recovery periods under ADR; tax methods utilizing mid - month, half - year, mid - quarter, and straight - line conventions; SDA and IRS §179 deductions.

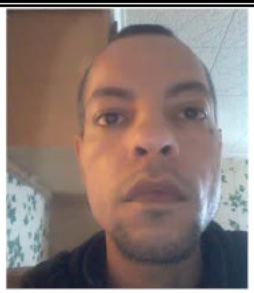
◆ Complied with IRS listed property depreciation restrictions.
◆ Determined amounts realized on the sale or exchange of capital assets under IRS §1001.
◆ Determined capital gain / loss vs. ordinary income tax treatment under IRS §1222 for sales or exchanges of capital assets.
◆ Determined capital gain / loss tax treatment under IRS §1231 and capital gain tax treatment under IRS §1245 and §1250.
◆ Determined tax treatment for like - kind exchange transactions under IRS §1031.
◆ Filed sales / use, franchise/excise, property, SUTA, fuel, and gross receipts (business) state/local as well as highway use, 940, 941, and 945 federal tax returns.
◆ Negotiated and maintained cash management services with borrowing base certificate reporting from provider banks for asset based lending line of credit arrangements.
◆ Negotiated commercial insurance policy coverages with third party underwriters and brokers.
◆ Installed EDI/EDS, general accounting and database/spreadsheet software applications.

PC/Technical Skills:

◆ PC SOFTWARE:
Microsoft Windows95/98/00/XP/VISTA/7/8/8.1, Excel97/00/02/03/07/10/13, Access97/00/02/03/07/10/13, Word97/00/02/03/07/10/13, PowerPoint97/00/02//03/07/10/13, Outlook, MS-DOS; Lotus 1-2-3, Lotus Approach, Lotus Notes, Quattro Pro
◆ FINANCIAL ACCOUNTING/GENERAL LEDGER SYSTEMS:
SAP R3/R3 Enterprise 4.70, SAP ERP 6.0, SAP Business One 2005/2007, Oracle 9i/11i, Lawson M3/S3, Peoplesoft 8.0/8.9, JD Edwards, Baan, BPCS, MAPICS, QAD, Fourth Shift, Hyperion (HFM/HFR/Essbase), Microsoft Dynamics GP (Great Plains), Microsoft Dynamics SL (Solomon), Sage MAS 90/200/500, Sage Accpac, Quickbooks Pro, Peachtree
◆ FIXED ASSET REPORTING SYSTEMS:
FAS for Windows
Creative Solutions - Depreciation Solution
◆ REPORT WRITING/MISCELLANEOUS SOFTWARE:
Crystal Reports, Microsoft FRx, Microsoft Query/SQL/Visual Basic, Visio
◆ HARDWARE PLATFORMS/OPERATING SYSTEMS:
IBM AS/400, Novell, Unix, Linux

Activities:

◆ American Institute of Certified Public Accountants, from 1995.
◆ Tennessee Society of Certified Public Accountants, from 1994.
◆ University of Tennessee Alumni Association.
◆ Beta Alpha Psi, 1987 to 1988.



ARMED SECURITY GUARD

Name:	David Santiago
Facility:	Buffalo (Tonawanda) Grow Facility

David Santiago

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

WORK EXPERIENCE

Armed Security Officer
Rivera/bcjs investigation - Buffalo, NY - December 2013 to Present
Patrolled housing local complex and special events. Conducted community outreach meetings and emergency respond drills to establish close relationship with tenants and acted on resident issues.

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EDUCATION
High Diploma in Basic

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

ADDITIONAL INFORMATION
Training: I have my Pistol Permit, 47hrs Pistol Permit Certification, Pepper Spray Certification and handcuff and Security.

SECURITY GUARD

Name:	Darren Nye
Facility:	Buffalo (Tonawanda) Grow Facility

DARREN NYE

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

QUALIFICATIONS:

- Ability to assess and mitigate high stress situations
- Customer service driven
- Proficient report writing skills
- Expansive managerial skills with ability to be a leader
- 10+ years of Investigative experience
- New York State Armed Security License
- Self-motivated with ability to multi-task
- Independent worker with ability to make sound and accurate decisions
- Adept at addressing customer inquiries while resolving problems and complaints
- Excellent observational skills with attention to detail
- Knowledge of Insurance and Compliance regulations
- Knowledge in the area of workers compensation & general liability
- High degree of professional integrity while proactively establishing and maintaining trust with prospective and current clients and team relationships and with other employees
- Technical proficiency in MS Office, Excel, Word and Power Point
- Training for Intervention Program (TIPS) Certified
- FEMA Course completion of Incident Command System and National Incident Management System (NIMS)
- Knowledge of New York State Penal Law, Criminal Courts and Procedures Well organized and successful ability and managing
- Maintaining professional internal and external relationships that meets the company's mission, vision and values
- Experience in hiring, training and management of staff
- Well organized and successful ability of planning and managing
- Corporate training
- Expansive interviewing skills

PROFESSIONAL EXPEREINCE:

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

PROFESSIOANL EXPERIENCE cont'd:

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

EDUCATION:

- Graduated with Associate of Applied Science in Criminal Justice/ Police
  Erie Community College, Williamsville, New York

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

Volunteer Work

- City of Tonawanda Auxiliary Police Officer
- Ride for Roswell- 2008-Present
- Red Cross Blood Donor
- St Paul's R.C. Church Fundraisers
- Niagara Gazette Kids Day
- JP Morgan Chase Corporate Challenge

Photo Not Avaiable

SECURITY GUARD

Name:	Christopher Cummings
Facility:	Buffalo (Tonawanda) Grow Facility

Christopher Cummings

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

WORK EXPERIENCE

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

EDUCATION
AAS in Human Services
TCI College - New York, NY
2013 to 2014

AAS in Paralegal Law
TCI College - New York, NY
2010 to 2012

MILITARY SERVICE
Service Country: US
Branch: US NAVY
Rank: E-3
July 2000 to July 2004

I was in charge of a 1 Billion dollar piece of equipment , which was the USS Constellation CV-64 , aircraft carrier, I stood gate guard duty in homeport and overseas, And I was a personalman for the remainder of my enlistment in San Diego , CA .

Commendations:
1. Good Conduct medal2. Surface warfare specialist3. National defense medal And over 23 more upon demand or as requested .

SECURITY GUARD

Name:	Paul Brunsing
Facility:	Buffalo (Tonawanda) Grow Facility

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WORK EXPERIENCE

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

EDUCATION

Associates of Science in Criminal Justice
Mercyhurst College - Erie, PA
May 2010

SECURITY GUARD

Name:	Ryan Michael White
Facility:	Buffalo (Tonawanda) Grow Facility

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

Certificates and Licenses:

- New York State Armed Guard Card
- CPR and AED Certified

Work History:

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Education:

Erie Community College January 2005 to January 2008
3205 Main St.
Williamsville, New York 14221
Major: Criminal Justice
Earned Applied Arts of Science Degree

Volunteer Activities:

Firefighter
Newton Abbott Fire Company
3426 Abbott Rd.
Orchard Park, NY 14127

References available upon request.

SECURITY GUARD

Name:	Rollin Johnston
Facility:	Buffalo (Tonawanda) Grow Facility

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

WORK EXPERIENCE

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

police officer
niagara falls police dept - Niagara Falls, NY - February 1987 to June 2007
Responsibilities
Patrol officer
Accomplishments
serve local community received many awards for protecting the community

EDUCATION
aprox 65credit hours in communications and law enforceme.t academy
us community college of the air force,nccc niagara county law enforcement. academy - niagara county
1979 to 2007

high school diploma in academic [redacted]
Redacted pursuant to N.Y. Public Officers Law, Art. 6

MILITARY SERVICE
Service Country: US
Branch: united states air force
Rank: E4
June 1979 to July 1982
Morse systems communications
Commendations:
Overseas tour ribbon. Received Honorable discharge

CHEMIST

Name:	Heather Rudolph
Facility:	Buffalo (Tonawanda) Grow Facility

HEATHER L RUDOLPH

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

[redacted] hlclark2@buffalo.edu

EDUCATION

University at Buffalo, SUNY
PhD Candidate-Chemistry 2013 - Present
Advisor: Professor Troy Wood
Anticipated Matriculation: May 2015
Dissertation Focus: High Resolution Mass Spectrometry on Stercobilin Detection

University at Buffalo, SUNY
M.A. in Chemistry 2011
Advisor: Professor Frank V. Bright
Thesis Focus: Photoluminescent Porous Silicon:
Surface Chemistry Modification for Phosphate/Phosphonate Detection

Edinboro University of Pennsylvania
B.S. in Chemistry 2008
Areas of Concentration: Chemistry
Minor: Biology

RELATED EXPERIENCES
Graduate Research Assistant
Analytical Chemist: Mass Spectrometry January 2013 – Present

- ☐ Bio-analytical research focus on analyzing putative biomarkers for Autism detection/diagnosis
- ☐ Developed and validated methods for urine analysis for potential Autism biomarkers
- ☐ Developedmethods for public swimming pool waste analysis
- ☐ Calibrate, maintain and troubleshoot analytical instrumentation

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

Self Employed

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

Graduate Research Assistant

Analytical Chemist: Fluorescence January 2009 –June 2011

- ☐ Developed reproducible method for creating photoluminescent silicon quantum dots
- ☐ Characterized and derivatized fluorescent porous silicon wafers for potential ATP detection

Teaching Assistant University at Buffalo

Chemistry Courses 101, 102, 215, 319 and 349 September 2008 –May 2010

- ☐ Directed weekly recitation sections covering related course material
- ☐ Aided in ensuring students followed proper laboratory procedures and adhered to university health and safety protocols
- ☐ Proctored and graded course quizzes and exams

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

INSTRUMENTATION SKILLS

☐ Bruker FT-ICR Mass Spectrometry
☐ Thermo Advantage Quadrupole Ion Trap Mass Spectrometry
☐ Solid Phase Extraction Techniques
☐ High- Performance Liquid Chromatography with Mass Spectrometry
☐ Bruker Vertex 70 FT-IR and ATR with Hyperion ATR Microscopy
☐ Epi-Fluorescence Microscopy
☐ Fluorescence Spectroscopy
☐ Raman Microscopy
☐ Transmission Electron Microscopy
☐ Time of Flight- Secondary Ion Mass Spectrometry
☐ Gel Electrophoresis
☐ Karl Fischer Titration
☐ UV/VIS Spectroscopy

COMPUTATIONAL SKILLS

☐ Microsoft Office (Word, Power Point, Excel)
☐ Adobe Acrobat
☐ Sigma Plot
☐ Solarix FT-MS Processing
☐ Xcalibur
☐ Adobe In Design
☐ File Maker
☐ Learning Management Systems (Blackboard and Mastering Chemistry)

PUBLICATIONS

Rudolph, H.; Friesen, W.; Wood, T. The Hunt for Biomarkers of Autism Spectrum Disorders. *J. Metabol Sys Biol.* **2013**; *1*, 11.

PRESENTATIONS AND PROFFESSIONAL DEVELOPMENT

PittCon: New Orleans, LA
Session Presider **March 2015** Oral Presentation: *Novel Methods for Human Waste Detection in Swimming Facilities*
ASMS Short Course: Practical LC-MS Troubleshooting **June 2014**
ASMS Annual Conference: Baltimore, MD **June 2014**
Poster Presentation: *Stercobilin Detection and Quantification in Public Swimming Facilities: Method Development for Low and High Resolution Mass Spectrometry*
PittCon: Atlanta, GA **March 2011**
Oral Presentation: *Analytical Utility of Surface Functionalized Porous Silicon*
Graduate Student Symposium: University at Buffalo, NY **May 2010**
Oral Presentation: *Creation of Reproducible and Stable Silicon Quantum Dots*
PittCon: Orlando, FL **March 2010**
Oral Presentation: *Creation of Reproducible and Stable Silicon Quantum Dots*
Graduate Student Symposium: University at Buffalo, NY **May 2009**
Oral Presentation: *Silicon Quantum Dots Preliminary Experiments*
PittCon: New Orleans, LA **March 2008**
Student Assistant

VOLUNTEERISM
Interdisciplinary Science and Engineering Program (ISEP) Volunteer 2010-2013
Directed by: Joseph A. Gardella, Jr. (University at Buffalo)

PROFESSIONAL MEMBERSHIP
American Society for Mass Spectrometry
AWARDS AND GRANTS
Mark Diamond Research Grant **2014**
ASMS Conference Travel Grant **2014**
Interdisciplinary Science and Engineering Partnership (ISEP) Fellow Recipient **2013 - Present**
VWR Education Employee of the Month **2012**
Mattern -Tyler Teaching Award (highest teaching award in Department of Chemistry) **2009 – 2010**
Rite-Aid Customer service award (recognized 6 times) **2005 – 2008**
SMART Scholarship Recipient **2006 – 2008**
Board of Governors' Math/Science Tuition Waiver **2001 – 2003**

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MAINTENANCE

Name:	Kurt Smith
Facility:	Buffalo (Tonawanda) Grow Facility

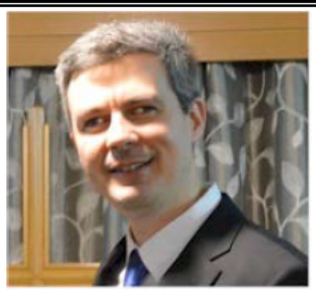
Kurt Smith
Maintenance Technician
Redacted pursuant to N.Y. Public Officers Law, Art. 6

To obtain a career that challenges and enables me to contribute to organizational goals while offering an opportunity for growth and advancement.

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

SKILLS

Fork Lift Certified, Knowledge of SAP



CUSTOMER SERVICE

Name:	Timothy J. Elzinga
Facility:	Buffalo (Tonawanda) Grow Facility

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

EDUCATION:

Master of Education: College Student Affairs Leadership
Grand Valley State University Allendale, MI 04/2004

Bachelor of Arts: Telecommunications Minor: Spanish
Calvin College Grand Rapids, MI 05/1997

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

Graduate Assistant, Academic Resource Center
Grand Valley State University Allendale, MI 08/2001 – 05/2003

- Presented academic policies, procedures and general education requirements in over 150 small group orientation sessions
- Assisted students with registration for classes
- Assisted with walk-in advising during the first week of each semester
- Researched, developed and implemented online orientation materials
- Participated in staff meetings
- Attended professional development meetings

Internship
Services for Students with Disabilities, University of Michigan Ann Arbor, MI 06/2002

- Researched, developed and implemented web based delivery system for scanned materials
- Participated in staff meetings
- Met with various offices on campus

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

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INFORMATION TECHNOLOGY SPECIALIST

Name:	Michael Webster
Facility:	Buffalo (Tonawanda) Grow Facility

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

Objective

To obtain a position that will enable me to use my technical skills in the area of technology.

Education

August, 2011	Canisius College	Buffalo, New York

- Bachelor of Science and Arts: Digital Media - May 2014
- Dean's List: Spring 2011 GPA: 3.6

August, 2009 Niagara County Community College Sanborn, New York

- Associate in Science and Arts: Digital Media - May 2011
- Dean's List: Fall 2010 GPA: 3.5

Skills/Program Language

- Photoshop
- Illustrator
- InDesign
- Flash
- Excel
- PowerPoint
- Exchange Server
- Citrix XEN
- Microsoft Access
- Dreamweaver
- ActionScript
- JavaScript

- Mudbox
- Microsoft Word
- SQL Server
- SQL Management Studio
- Microsoft Visio

Experience

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

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

OFFICE MANAGER

Name:	Barbara Gross
Facility:	Buffalo (Tonawanda) Grow Facility

Barbara Gross

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

SUMMARY: Energetic, self-motivated and dependable administrative professional with over 10 years of experience. Applies technical skills in support of company requirements, and versed in client-driven processes. Works well in a fast-paced environment with changing priorities. Recognized for a high degree of integrity and ethics.

PROFESSIONAL EXPERIENCE:

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

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

COMPUTER SKILLS: Excel, Microsoft Word, Microsoft PowerPoint, Microsoft Outlook, Lotus Notes, GroupWise, Siebel, Windows Applications, Ariba, MVS and VSE Computer Languages, Veritas, Micron Computer, Visio

DISPENSARY DIRECTOR

Name:	Diane J. DiStefano
Facility:	Buffalo (Tonawanda) Grow Facility

Diane J. DiStefano, RN

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

EMPLOYMENT:

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

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

COMMITTEES:

Chair, Incident Review Committee, 2014 - current
Buffalo Psychiatric Center Ethics Committee, 2010 - current
Co-chair Buffalo Psychiatric Center Employee Assistance Program, 2012 – current

EDUCATION:

Bachelors of Science in Business, Management and Economics; *Concentration in Organizational Development in Health Settings* - Empire State College 2012
Associated Applied Science, RN Erie Community College 1996 NYS License #481131
RN Refresher Course: Trocaire College 2008

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

PLANT ATTENDANT

Name:	Dominic Bailey
Facility:	Buffalo (Tonawanda) Grow Facility

Dominic Bailey

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

WORK EXPERIENCE

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

EDUCATION

Associate in Criminal Justice & Pre-Law

Niagara County Community College - Niagara Falls, NY

2010 to 2012

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

CERTIFICATIONS
ASE Certification
Auto-Motive Certification

PLANT ATTENDANT

Name:	Nathan Nocera
Facility:	Buffalo (Tonawanda) Grow Facility

Nathan J. Nocera

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

OBJECTIVE

To obtain a position with your company using my skills and experience in Management and/or Production /Warehouse / Shipping and Receiving

SUMMARY OF QUALIFICATIONS

Over 1 year experience supervising up to 10 employees per shift in a production and warehouse setting

• Over 4 years'-experience in interior exterior home improvements including framing, roofing, siding gutters kitchen/bath remodeling, light plumbing, ,etc.

• Trains, schedules. develops employee kill sets/knowledge base, and communicates with upper management regarding employee performance evaluations

Strong communication , math skills, analytical, and problem-solving skills, calculating/allowing for variables to produce improved quality of products

Experienced implementing and executing all company SOP and policies, directive, and production/warehouse/ shipping operations

• Inventory management - reviews, updates warehouse inventory counts, orders to resupply raw materials to maintain acceptable inventory level

• Experienced negotiating with vendors regarding returns/compensation of/for distressed/inferior materials

Familiar with using computers Window , MS Office, Internet research, and email

• Completes all project task on or ahead of schedule

• Works well independently or in a team environment

PROFESSIONAL EXPERIENCE

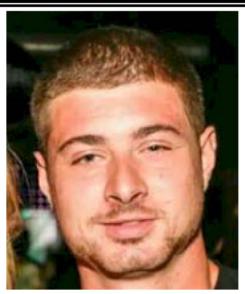
Redacted pursuant to N.Y. Public Officers Law, Art. 6

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

EDUCATION

CNC Machining Training Certificate (240-hour course), 2012

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



PLANT ATTENDANT

Name:	Joshua Cirrito
Facility:	Buffalo (Tonawanda) Grow Facility

Joshua M. Cirrito

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

I am a hardworking individual with many skills and assets that I've learned through various different types of work. I have experience in construction building new homes and remolding of older homes. I have good communication and leadership skills when it comes to handling important situations such as a team project or other situations in management or being in charge of multiple employees. Also I have great communication in sales when it comes to a retail aspect. I currently work construction building new homes but I have associate's degree in criminal justice and would one day like to go into that line of work.

Work History

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

Education

2008-2010 Niagara County Community College Associates degree in Criminal Justice

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

PROCESS TECHNICIAN

Name:	Christopher Reynolds
Facility:	Buffalo (Tonawanda) Grow Facility

Christopher Reynolds

Biologist IRR

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

WORK EXPERIENCE

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

Related Course Work
Clinical Analysis 1 to 4 Organic Chemistry 1 and 2 Genetics
Environmental Microbiology Cell Biology Botany
Immunohematology 1 and 2 Biochemistry Mammology
Anatomy & Physiology 1 and 2 Molecular Biology Urinalysis
Clinical Microbiology Hematology 1 and 2 Parasitology

EDUCATION

BS
Biology State University College of New York At Buffalo - Buffalo, NY
Associates in Medical Laboratory Technology Erie Community College

PROCESS TECHNICIAN

Name:	Eunice E. Agyei
Facility:	Buffalo (Tonawanda) Grow Facility

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

EDUCATION

TEMPLE UNIVERSITY, College of Science and Technology, Philadelphia, PA
Bachelor of Science, Graduation: May 7, 2015
Major: Biochemistry
GPA: 3.53
Dean's List: Spring 2012, Fall 2012, Fall 2013
Scholarship: Hazel M. Tomlinson, Ph.D., Memorial Scholarship Fund (Fall 2013-2014 and 2014-2015)

SELECTED COURSES

Analytical Chemistry, Organic Chemistry, Physical Chemistry, Inorganic Chemistry, Biochemistry, l Research Techniques in Biochemistry, Techniques of Chemical Measurement, Molecular Biology, Genetics, and Independent Research, Calculus one through three.

SKILLS

Wet Chemistry/Biochemical techniques: PH Meter Titrations, Thin Layer Chromatography, Gas Chromatography, Making Buffers, Data Analysis, Pipetting, Incubation, BCA Assay, Vector Insertion, Immunoassays, Bradford Assay, Protein Extraction, Gel electrophoresis, Instrument calibration and cleaning. MS Word, MS Excel, MS PowerPoint, ANOVA, Windows, Laboratory Documentation, Office Assistant.

RELEVANT EXPERIENCE:

International Students And Scholar Services: Temple University, Philadelphia PA
Office Assistant **01/2015-04/2015**

- Organizes and accurately maintains filing systems of confidential information
- Plans and schedules meetings, responds to various inquires both internal and external, manages communication via emails and phones
- Update students records

Undergraduate Research Program (URP), Philadelphia PA **08/2012 – 12/2014**

Research Assistant

- Purifying RNA from whole blood cells
- Finding concentrations and making dilutions
- Making Reverse transcriptase – Polymerase Chain Reaction (RT-PCR)
- Making of buffers (Empirically and Theoretically) and standard solutions
- Preparing a 96-well plate
- Purification of protein by Thin layer Chromatography
- Cleaning glass ware and equipment

University Hospital: Jefferson Hospital, Philadelphia PA **06/2011-06/2012**

Volunteer Support (Surgical Waiting Area, Gynecology and Pediatrics Department)

- Assisted in patients transport and discharge
- Office support
- Interacted with patients after surgery and provided their needs such as food.
- Assisted in the clerical area
- Assisted in providing direction to people who needed help

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

LEADERSHIP SKILLS

Fundraising Committee Member, Students National Medical Association – MAPS

- Attend meetings and help plan fundraising activities
- Help recruit more students to join the society

Treasurer, Every Nations Campus Ministry
Member, Well gates Honor Roll
Member, National Society of Collegiate Scholars
Member, Society of Emerging African Leaders

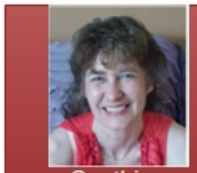
Medical Cannabis Dispensary Staffing

Location: Amherst, New York 14068

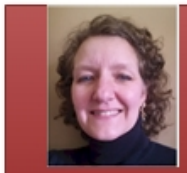
LabCare, Inc. Proposed Buffalo/Niagara Dispensary

Company Organizational Chart (Local Site)

Amherst Dispensary Staffing Chart

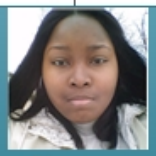


Cynthia Ward-Myers
Pharmacist



Kelly Ruffner
Pharmacist

Ashlea Swartwood
Pharmacy Technician



Charron Anderson
Pharmacy Technician

Ife Abigail Bilicke
Pharmacy Technician

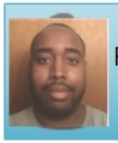
Kimberly Berus
Pharmacy Technician

Korynne Burns
Pharmacy Technician

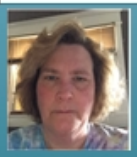
Lawrence Chang
Pharmacy Technician

Raymond Burgess
Pharmacist

Jared Abramowitz
Security Guard



Frankie Nalls
Security Guard

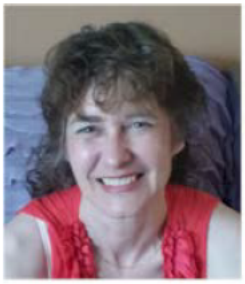


Linda Alm
Pharmacy Technician

Phylicia Taladay
Pharmacy Technician

Shanay Johnson
Pharmacy Technician

Amherst Dispensary Staffing Plan



PHARMACIST MANAGER

Name:	Cynthia Ward-Myers
Facility:	Buffalo (Amherst) Dispensary

Cynthia Ward-Myers
Redacted pursuant to N.Y. Public Officers Law, Art. 6

Professional Summary
I am a passionate pharmacist who cares deeply for the patients I serve and for the profession I chose. I have twenty five years' experience mostly at the retail level but I have had some hospital experience.

Skills Highlighting

- Certified Immunizing Pharmacist in New York
- Inventory management
- CPR certification

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

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

Education and Training
SUNY at Buffalo, Graduated 1987
Bachelor of Science: Pharmacy, Amherst, New York, USA

PHARMACIST MANAGER

Name:	Kelly M. Ruffner
Facility:	Buffalo (Amherst) Dispensary

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

OBJECTIVE:
To obtain a full time position as a pharmacist in a retail, managed care or long term care setting

EXPERIENCE:

- Bachelor's degree in pharmacy
- 10+ years of healthcare customer service experience
- 10+ years pharmaceutical background with insurance claims experience
- 10+ years of demonstrated interpersonal and supervisory skills
- 10+ years of Microsoft Word and Excel experience
- 10+ years of HIPAA and PHI confidentiality
- 10+ years of successful multi tasking in high volume environments
- 10+ years experience with inventory management

WORK HISTORY:
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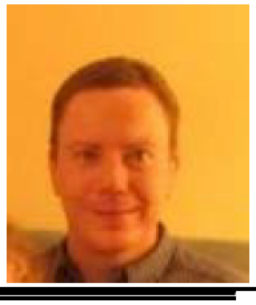


PHARMACIST MANAGER

Name:	Raymond Burgess
Facility:	Buffalo (Amherst) Dispensary

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

WORK EXPERIENCE

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

EDUCATION
Bachelor of Science in Pharmacy
State University of New York at Buffalo - Buffalo, NY
May 1999 to August 2006
Doctor of Pharmacy
State University of New York at Buffalo - Buffalo, NY
June 1999 to September 2000

PHARMACY TECHNICIAN

Name:	Ashlea Swartwood
Facility:	Buffalo (Amherst) Dispensary

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

Position as a Receptionist and/or Call Center
Authorized to work in the US for any employer.

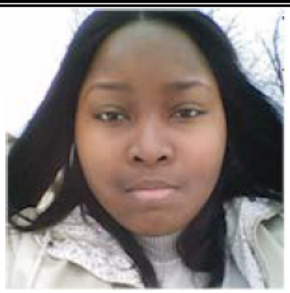
WORK EXPERIENCE

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

EDUCATION

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

ADDITIONAL INFORMATION
SKILLS:
- Excellent customer service reputation with customers as a competent, knowledgeable and helpful professional.
- Honest, reliable, ambitious, Friendly, and productive.
- Can type at 40 WPM
- Knowledge of grocery terminology.
- Office Experience
- Microsoft word, office
- Tele-communications
- Filling, Copying, Printing



PHARMACY TECHNICIAN

Name:	Charron Anderson
Facility:	Buffalo (Amherst) Dispensary

Charron Anderson

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

WORK EXPERIENCE

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

Accomplishments
Was the only employee to hit weekly sales goals on a constant basis.
Skills Used-computer skills Microsoft word as well as collection software and skiptracing software.

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

EDUCATION
individualized studies
Buffalo state college - Buffalo, NY

PHARMACY TECHNICIAN

Name:	Ife Abigail Bilicke
Facility:	Buffalo (Amherst) Dispensary

Ife Abigail Bilicke
Redacted pursuant to N.Y. Public Officers Law, Art. 6
[redacted] E-Mail: [redacted]

Objective

Pharmacy Intern and Pharm. D Candidate seeking to earn a position as a pharmacy Intern to improve skills as a student pharmacist and gain hands-on experience in providing patient care.

Experience

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

Education

University of Delaware, BS 2009-2013

Graduated May 2013 with a Bachelor of Science Degree in Kinesiology and Applied Physiology and a Minor in Chemistry. Served as the treasurer for the Pre-Pharmacy Society and managed club accounts, documentation and check dealings. Also an active volunteer for the City of Newark, Union Hospital, and local churches.

University at Buffalo School of Pharmacy and Pharmaceutical Sciences, Pharm.D 2013-Present

Currently Enrolled in the Doctor of Pharmacy program. Expected Gradation in June of 2017. While in school, on the board for the American Managed Care Pharmacy, holding a position as the 2017 class liaison. Deans Student Ambassador members, as well as a small group community leader volunteer for the Chapel.

Introductory Pharmacy Experience Program Rotations

Walgreens Pharmacy
CVS Pharmacy
Target Pharmacy
WNY Children's Psychiatric Center
Kmart Pharmacy
Wal-Mart Pharmacy
Rite Aid Pharmacy

Skills

CPR/AED Certification for Professional Rescuers and Healthcare Trainers. Blood Bourne pathogens/HIPPA training. Detail oriented, great team player, excellent communication and customer service skills, strong leadership and initiative capabilities, strong ability to meet deadlines, advanced typing skills, and proficient in all Microsoft office programs

PHARMACY TECHNICIAN

Name:	Kimberly Berus
Facility:	Buffalo (Amherst) Dispensary

Kimberly Berus
Redacted pursuant to N.Y. Public Officers Law, Art. 6
[redacted]

To obtain a position that provides the opportunity to enter the pharmaceutical industry, and maximize my versatility, communication skills, and leadership.

WORK EXPERIENCE

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

EDUCATION
Bachelor of Chemical Engineering
State University of New York at Buffalo - Buffalo, NY
May 2015

PHARMACY TECHNICIAN

Name:	Korynne Burns
Facility:	Buffalo (Amherst) Dispensary

Korynne Burns
Pharmacy Technician
Redacted pursuant to N.Y. Public Officers Law, Art. 6

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

EDUCATION

Pharmacy prerequisites

Onondaga Community College with hopes of transferring into UB's Pharmacy Program - Syracuse, NY
2011 to 2020

ADDITIONAL INFORMATION

HIGHLIGHTS OF QUALIFICATIONS

Customer Service oriented
Ordering/Receiving experience
Highly dependable
Supervisory experience
Supportive team player
Able to prioritize workloads and meet deadlines
Goal oriented

PHARMACY TECHNICIAN

Name:	Lawrence Chang
Facility:	Buffalo (Amherst) Dispensary

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

[redacted]

EDUCATION

- **Doctor in Pharmacy Candidate**
  University at Buffalo School of Pharmacy and Pharmaceutical Sciences, Class of 2017
- **Bachelor of Science, Pharmacological Chemistry**
  University of California at San Diego, Class of 2012

PROFESSIONAL EXPERIENCES

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

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

QUALIFICATIONS

·Fluent in English and Mandarin Chinese.

·Strong interpersonal and writing communication skills

·Familiar with works of inpatient and outpatient pharmacy settings, and with knowledge of pharmacy laws.

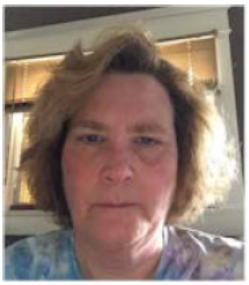
LICENSES AND CERTIFICATIONS

·Pharmacy Intern License #092894, New York State Board of Pharmacy

LEADERSHIP & ACTIVITIES

·Active member of American Pharmacists Association-Academy of Student Pharmacists
09/2014-present

·Active member of Student Pharmacists' Association of Western New York
08/2013-05/2014



PHARMACY TECHNICIAN

Name:	Linda Alm
Facility:	Buffalo (Amherst) Dispensary

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

WORK EXPERIENCE

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

ADDITIONAL INFORMATION

I also have worked the last 7 months at [redacted] working and teaching skills with people with disabilities.

PHARMACY TECHNICIAN

Name:	Phylicia Taladay
Facility:	Buffalo (Amherst) Dispensary

Phylicia Taladay

Redacted pursuant to N.Y. Public Officers Law, [redacted]

WORK EXPERIENCE

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

Internship
Erie County Medical Center - Buffalo, NY - May 2014 to August 2014
Responsibilities
I was an intern in the orthopedic clinic at ECMC. This involved working with several PAs and Physicians. I helped take patient histories, perform physical examinations, casting/splinting, examine X-ray/MRI/CT scans, take vitals and present the patient to the attending. I was also able to observe surgery and injections.
Accomplishments
While interning in the orthopedic clinic I noticed that a large majority of the patients suffered from osteoarthritis and came in for pain medication to help resolve their problem. I created an informational brochure for the patients explaining the process of OA and alternative methods for pain management. The patients enjoyed this.
Skills Used
Compassion, empathy, integrity.

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

Skills Used
To be successful in this job I had to be very responsible. I was responsible for the drugs that patients would later be taking. I also had to be very honest. If I dropped a pill on the ground or did anything to compromise the sterility of the environment it was very important that I let my supervisor know right away.

EDUCATION
BS in Exercise Science
University at Buffalo - Buffalo, NY
2010 to 2014

PHARMACY TECHNICIAN

Name:	Shanay L. Johnson
Facility:	Buffalo (Amherst) Dispensary

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

Qualifications:

5+ years customer service experience, positive attitude, excellent team player, 2+ years retail supervisory and bookkeeping experience. I have certification for medical office assisting. I am experienced and comfortable operating all office equipment and I have data entry experience on many software's. I have excellent cash handling skills and customer service skills.

Work experience:

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

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

Education/ Training :

Veterinarian Technician/ Science **2011-2013**
Medaille College Buffalo NY, 14214

Liberal Arts & Sciences/ Mathematics **2009-2010**
Erie Community College Buffalo NY, 14202

Medical Office Assistant Training and Certification **2008-2009**
Adult Learning Center Buffalo NY, 14211

ARMED SECURITY GUARD

Name:	Jared Abramowitz
Facility:	Buffalo (Amherst) Dispensary

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

WORK EXPERIENCE

Police Officer
Buffalo pi - Buffalo, NY
Responsibilities
Conduct police responsibility on a day to day basis assist in arrests and enforcing the NYS law as needed

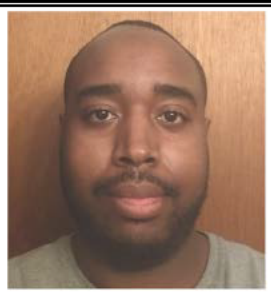
Special Police Officer
Scis - Buffalo, NY
Responsibilities
Armed patrol if a government facility government secret clearance obtained

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

EDUCATION
emt in emt
fairfield university - Fairfield, CT
2010 to 2011

history in history
catelton st college - castelton vt
1994 to 1996

SKILLS
Knowledge in all warehouse operations
ADDITIONAL INFORMATION
licensed armed guard with a current NYS pistol permit



SECURITY GUARD

Name:	Frankie Nalls
Facility:	Buffalo (Amherst) Dispensary

Frankie Nalls

Social Service Worker - Niagara County Department of Social Services

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

WORK EXPERIENCE

Social Service Worker
Niagara County Department of Social Services - March 2014 to September 2014
Conducting Interviews
- Inputting data into NYS social services program
- Investigated clients information
- Set up services for clients i.e. drug and alcohol services, work orientation, exempt work orientation
- Used numerous NYS computer programs
- Monitored clients cases
- Worked under a high stress situation

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

SPECIAL SKILLS/QUALIFICATIONS:
Proficient in the use of computer programs, such as Microsoft Office.
Registered NYS pistol permit
Registered NYS armored guard card

EDUCATION
Associate's in Criminal Justice
Niagara County Community College - Sanborn, NY
December 2010

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

Attachment

J-2

RO Application
DOH-5138
Medical Marihuana

Attachment J-2: Staffing Plan

Due to the excessive size of “Attachment J”, it is broken down into J-1 and J-2. J-2 is a simple continuation of J-1, picking up at the Fairport dispensary location.

Medical Cannabis Dispensary Staffing

Location: Fairport, New York 14450

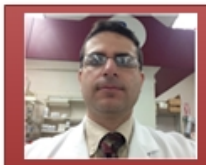
LabCare, Inc. Proposed Rochester Dispensary

City of Rochester, NY

Company Organizational Chart (Local Site)

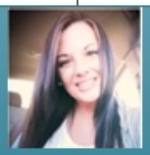
Fairport Dispensary Staffing Chart

Khalid Habib
Pharmacist



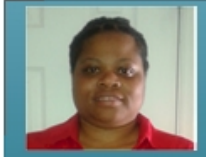
Michael Ferro
Pharmacist

Ahmed Rashed
Pharmacy
Technician



Audrey Mullett
Pharmacy
Technician

Jasmine
Cassevoy
Pharmacy
Technician



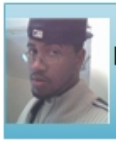
Michelle Salas
Pharmacy
Technician

Shalonda
Thomas
Pharmacy
Technician

Tisjan Robinson
Pharmacy
Technician

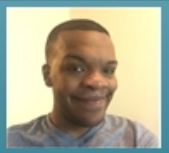
Thomas
Zoyiopoulos
Pharmacist

Michael Meyers
Security Guard



Parris Bryant
Security Guard

Toccara Buntley
Pharmacy
Technician



William Brown
Pharmacy
Technician

Shawn Fehlner
Pharmacy
Technician

Breigh Plummer
Pharmacy
Technician

Rochester Dispensary Staffing Plan

PHARMACIST MANAGER

Name:	Khalid Habib
Facility:	Rochester (Fairport) Dispensary

Khalid Habib

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

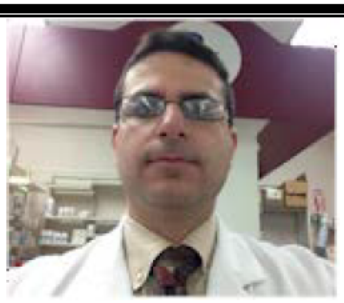
In 2002 I became a licensed pharmacist in New York state. I have had the opportunity to work as a staff pharmacist and a pharmacy manager. I was an intern from 1998-2002; before I became a licensed pharmacist. I also have 5 years of experience as a pharmacy technician. I have a wide array of experience due to the positions I have held. These positions have helped me become a knowledgeable pharmacy manager, and more aware of different pharmacy operations.

WORK EXPERIENCE

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

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

EDUCATION
BS in Pharmacy
University of Balochistan
1988
Masters in Health Administration
City University - Seattle, WA
Immunization Certificate
APhA
SKILLS
Knowledge of filling prescriptions Resolving third party rejects Drug utilization review Patient counseling Drug-Drug interaction Hiring and training pharmacy staff Drug-Disease interaction Scheduling pharmacy staff
Monitoring Duplicate Therapy Inventory control Ordering narcotics Monthly narcotic inventory Communication with physician Maintaining pharmacy records In-depth pharmacy law knowledge Immunization Certification



PHARMACIST MANAGER

Name:	Michael Ferro
Facility:	Rochester (Fairport) Dispensary

Michael Ferro

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

• Patient-centered registered pharmacist with advanced certification in Pharmacy Immunization Delivery.
• Strong background in retail pharmacy, clinical pharmacology and Medication Therapy Management with 18 years of experience.
• Specialized training in addiction and HIV medication therapy management at Jordan Health in Rochester, NY.

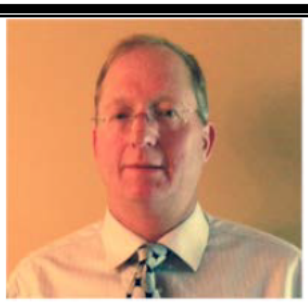
WORK EXPERIENCE

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

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

EDUCATION

Bachelor of Science in History
State University of NY at Brockport - Brockport, NY
June 2002
Bachelor of Science in Pharmacy
State University of NY at Buffalo - Buffalo, NY
June 1997



PHARMACIST MANAGER

Name:	Thomas Zoyiopoulos
Facility:	Rochester (Fairport) Dispensary

Thomas Zoyiopoulos

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

MI, NY, AZ Licensed Pharmacist with 25 years of professional pharmacy experience and a thorough knowledge of computerized drug-distribution systems; drug-utilization evaluation; complex equipment; and delivery systems; emerging medications; inventory management; and regulations governing pharmacy services. Effectively serve as a liaison between the healthcare team and the community to improve drug usage and therapeutic outcomes. Authorized to work in the US for any employer

WORK EXPERIENCE

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

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

EDUCATION

Bachelor of Science in Pharmacy accomplished

Ferris State University - Big Rapids, MI

September 1984 to May 1989

ADDITIONAL INFORMATION

Skills

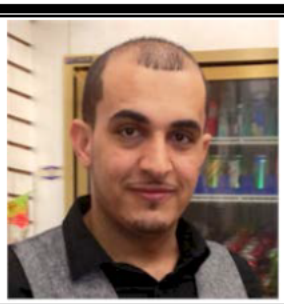
* Strong management and leadership abilities; strong capacity abilities; excellent communication; computer and interpersonal skills; flexible honest and friendly; impeccable work ethic; certified immunizer soon to be certified in Diabetes care; and a solid understanding of the pharmaceutical industry.

References and Licenses

References are available upon request; two most recent are below:

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

- AZ - S015323
- MI - 5302026817
- NY - 054485



PHARMACY TECHNICIAN

Name:	Ahmed Rashed
Facility:	Rochester (Fairport) Dispensary

Ahmed Rashed

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

Retail Sales Associate with more than10 years in the retail industry. Areas of expertise include sales, customer relations and inventory management. Very flexible schedule, strong mathematical aptitude and reliable team player. Authorized to work in the US for any employer.

WORK EXPERIENCE

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

EDUCATION

Associate Of Science in Pharmacy
Monroe Community College - Rochester, NY
2012

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

Bachelor of Arts in Chemistry
St. John Fisher College - Rochester, NY
2014

ADDITIONAL INFORMATION
Skills
Fast learner
Dependable
Experienced in Microsoft word, PowerPoint and Excel
Fluent in Arabic, English and speak the basics in Spanish
Lab Skills
Gas Chromatography
Column Chromatography
Staining and Culture of Microorganisms
Centrifugation
Extraction and Filtration
Volunteers
Rochester Clean And Sweep 2008
- Worked with Rochester city crews to clean and sweep streets all around Rochester.
Teaching Assistant 2008
- Assisted 2nd grade teacher in Lincoln School No. 22
Interest
Reading scientific articles, reacting chemicals, technologies in all forms, exercise and playing Soccer.
Dependable
Experienced in Microsoft word, PowerPoint and Excel
Fluent in Arabic, English and speak the basics in Spanish
Lab Skills
Gas Chromatography
Column Chromatography
Staining and Culture of Microorganisms
Centrifugation
Extraction and Filtration
Volunteers
Rochester Clean And Sweep 2008
- Worked with Rochester city crews to clean and sweep streets all around Rochester.
Teaching Assistant 2008
- Assisted 2nd grade teacher in Lincoln School No. 22

Interest
Reading scientific articles, reacting chemicals, technologies in all forms, [redacted].

PHARMACY TECHNICIAN

Name:	Audrey Mullett
Facility:	Rochester (Fairport) Dispensary

Audrey Mullett

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

I hope to obtain a position as a Pharmacy Technician that utilizes and challenges my skills, experience and education. Authorized to work in the US for any employer

WORK EXPERIENCE

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

EDUCATION

Pharmacy Technician Program in Pharmacy Technician Course

Onondaga County Madison Boces - Liverpool, NY

2014 to 2014

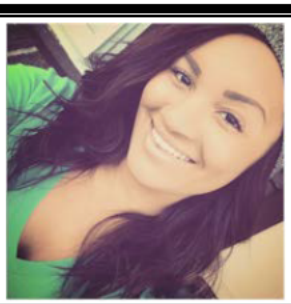
Redacted pursuant to N.Y. Public Officers Law, Art. 6

Monroe Community College - Rochester, NY

CERTIFICATIONS

Pharmacy Technician Certification

October 2014 to Present



PHARMACY TECHNICIAN

Name:	Jasmine Cassevoy
Facility:	Rochester (Fairport) Dispensary

Jasmine Cassevoy

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

Authorized to work in the US for any employer

WORK EXPERIENCE

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

EDUCATION

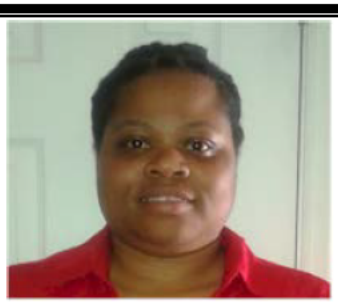
Pharmacy Technician

Allied Medical Schools

2014 to 2014

SKILLS

Microsoft Office, Supervising, Inventory, Scheduling, Training



PHARMACY TECHNICIAN

Name:	Michelle Salas
Facility:	Rochester (Fairport) Dispensary

Michelle Salas

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

WORK EXPERIENCE

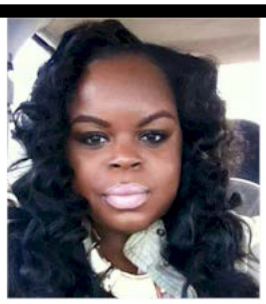
Redacted pursuant to N.Y. Public Officers Law, Art. 6

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

EDUCATION

BS in Biology
North Carolina Central University - Durham, NC 2009
SKILLS
BioWork - Process Technician - National Career Readiness Certificate (Certificate ID 2RG704J3XPDR

ADDITIONAL INFORMATION
Skills
➢ Highly developed written and oral communication skills, Multitasking and Leadership skills
➢ Works independently to meet goals with minimum supervision
➢ Knowledge and ability to follow SOPs procedures.
➢ Hands on Experience in Liquid to Liquid extractions, cell culture, Filtration, Crystallization of Purification of
solids, Separation and Drying Agents, Simple Distillation, Fractional Distillation, Steam Distillation, and Agars Gel Electrophoresis.
➢ Good basic knowledge of computer system and programs Microsoft Windows, Microsoft Office applications, and SAS.
➢ Exceptional ability to manage in-depth goal oriented projects
➢ Knowledge of GMP regulations.



PHARMACY TECHNICIAN

Name:	Sha'londa Thomas
Facility:	Rochester (Fairport) Dispensary

Sha'londa M. Thomas

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

Objective: To secure a challenging position that will utilize my current skills and provide opportunities for continued professional growth and advancement.

Education and Professional Training

Pre- Pharmacy September 2011- Present
Monroe Community College Rochester, NY

General Educational Development (GED) June 2010
Cassadaga Job Corps

Pharmacy Technician
Cassadaga Job Corps Cassadaga, NY

Work History:

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

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

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

Skill NameSkill LevelLast Used/Experience
Customer ServiceExpertCurrently used
Call Center Service OperationsExpertCurrently used
Complaint Handling/Dispute ResolutionExpertCurrently used
Sales Lead GenerationExpertCurrently used
Data Entry/Records ManagementExpertCurrently used
Multiline Phone UseExpertCurrently used
MS Word, Excel and AccessExpertCurrently used

References Available Upon Request

PHARMACY TECHNICIAN

Name:	Tisjan Robinson
Facility:	Rochester (Fairport) Dispensary

Tisjan Robinson

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

Over five years experience in customer service in various settings including restaurant, retail, business professional, and long term/short term care facilities.

WORK EXPERIENCE

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

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

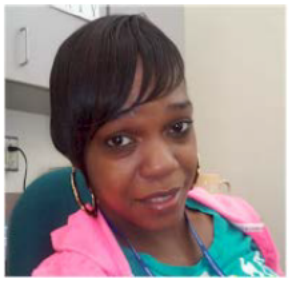
EDUCATION

Pharmacy Technician
SUNY Brockport - Rochester, NY
September 2013 to December 2013

Business/Business Management

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

ADDITIONAL INFORMATION
SKILLS
Stroking/Keyboarding
Amazing penmanship
Organized and detail oriented
Excellent interpersonal and communication skills
Advanced math skills
Knowledge of various software programs
HIPPA trained and knowledge of medical terminology
Basic customer service and company skills including but not limited to;
Telephone etiquette, cash register operations and handling, inventory/stock management.



PHARMACY TECHNICIAN

Name:	Toccara Buntley
Facility:	Rochester (Fairport) Dispensary

Toccara Buntley

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

Therapeutic Crisis Intervention (TCI) trained
-SCIP trained
-Ability to work with multidisciplinary teams
-Knowledgeable in scheduling client medical services
-AED/CPR/First Aid Certified
-Great Organization and prioritizing skills
-Ability to perform front desk duties; transferring calls; rescheduling appointments; taking and retrieving messages
-Knowledgeable in process regarding ordering/refilling medications for clients
-Detail- oriented
-Ability to work in a independent setting
-Ability to perform well in fast paced environment as well as structured environment
-Knowledgeable with Microsoft Word Office
-Posses great leadership skills
Authorized to work in the US for any employer

WORK EXPERIENCE

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

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

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

EDUCATION

Criminal Justice
Everest Institute - Rochester, NY
October 2007 to October 2009

Certificate of Completion in Bridge Nursing
Opportunity Center - Rochester, NY
September 2006 to October 2006

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PHARMACY TECHNICIAN

Name:	William Henry Brown III
Facility:	Rochester (Fairport) Dispensary

William Henry Brown III

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

Education

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

Monroe Community College
Graduation: *(Pending)*
Major: Information Tech/Business Admin.

Work Experience

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

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

Monroe Community College

Student Aide, Graduation Office, July 2010-May 2011

- Updating, posting student records in SUNY Banner application
- Answering office phones
- Filing student paperwork
- Qualifying students for graduation in Banner
- Preparing, mailing diplomas to graduates
- Basic clerical, administrative duties
- Aide to Student Advisors

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

Computer Skills *(Continued on next page)*

- HRIS
- 50+ WPM Typing
- Facets/iFacets
- Lotus Notes
- CRM/Sebil applications
- SalesForce
- POS Systems
- AS400
- SUNY Banner
- Keyboarding/10-Key Training
- Microsoft Office (Excel, PowerPoint, Word, Access)
- Photoshop, CS3 and previous versions (Design, Edit)
- Paychex payroll software
- Windows software troubleshooting and repair
    - Legacy versions of Windows, as well as XP, Vista, 7
- Mobile device software troubleshooting and repair
    - All devices, platforms, iOS, Android

Volunteer Work

Church of the First Born
July 2008-Present

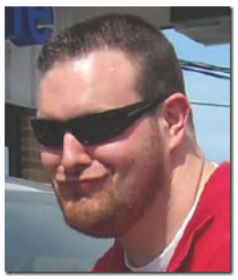
- Administrative Assistant
- Cashier, treasury duties
- Computer services
- Freelance Graphic Design work
- Custodial duties

RCTV
2006-2008

- Crew, Participant in extra-curricular teen program, "Planet Roc"

References

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



PHARMACY TECHNICIAN

Name:	Shawn Fehlner
Facility:	Rochester (Fairport) Dispensary

Shawn Fehlner

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

PTCB pharmacy technician with over 3 years in a variety of pharmacy settings.
Authorized to work in the US for any employer

WORK EXPERIENCE

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

EDUCATION

Pharmacy Technician Certification
Mohawk Valley Community College - Utica, NY

ADDITIONAL INFORMATION

Skills

• Medical terminology • Trustworthy
• Documentation procedures • Prioritizing and multi-tasking
• Team player • Understands medical procedures
• Compassionate • Valid driver's license

PHARMACY TECHNICIAN

Name:	Breigh Plummer
Facility:	Rochester (Fairport) Dispensary

Breigh Plummer

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To obtain a challenging position utilizing my Customer Service and keyboarding Skills.

WORK EXPERIENCE

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

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

EDUCATION

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

ADDITIONAL INFORMATION

• Proficient with current computer software programs which includes but not limited to Microsoft Word, Excel,
Spreadsheet, and Power Point.
• Self-directed
• 40 wpm
• Spanish Fluency
• Accelerated Math
• 6+ years in Customer Service
• Proficient with QS, CIS, and Internet Explorer

Summer Experience

2001-2001 Bryant & Stratton College Henrietta, NY

• Created, typed, filed, and copied forms needed
• Used Microsoft Word, Microsoft Excel, Microsoft Powerpoint and Spreadsheet
• Learned how to manage own business

SECURITY GUARD

Name:	Michael Myers
Facility:	Rochester (Fairport) Dispensary

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

WORK EXPERIENCE

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

Arizona Correctional Officer
Arizona Department of Corrections - Tucson, AZ - June 2010 to September 2012
85734
Responsibilities: I was assigned responsibility for the security and safety of inmates within a penal facility. Areas included but not limited to was inmate supervision, camera system monitoring, safety and observation, transportation and inmate escorts within or outside of the facility. My accountability included the tracking of the status of inmates during incarceration and their participation in facility programs, medical checks, meals and recreational activities.

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

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

SECURITY GUARD

Name:	Parris Bryant
Facility:	Rochester (Fairport) Dispensary

Parris Bryant
Supervising Security Officer - Rochester Police Department
Redacted pursuant to N.Y. Public Officers Law, Art. 6

To obtain a position that will allow me to utilize and expand upon my experiences as a security officer.

WORK EXPERIENCE

Supervising Security Officer
Rochester Police Department - Rochester, NY - 2007 to Present
Interprets security rules and procedures and ensures subordinates are in compliance with them;
* Responds to calls from subordinates asking for direction or assistance during emergency situations;
* Plans and schedules all City and contracted security personnel activities and rotating assignments;
* Reviews and approves time cards and time off requests for security personnel;
* Tracks attendance and discipline by entering data into a computer;
* Investigates all accidents, thefts or property damage on/to City-owned facilities or property (on 24-hour call basis), by interviewing personnel and examining and studying site conditions;
* Trains security guards in the operation of building automated control systems and the use of fire extinguishers and portable radios;
* Conducts safety briefing meetings at the beginning of every shift;
* Prepares reports on all emergency or unusual incidents after investigation, and monthly reports on all security activities;
* Assists Chief of Security Operations in interviewing new hires, disciplinary procedures and makes recommendations for terminations;
* Assists Chief in budget preparation, supplying reports and information as needed;
* Acts as Chief of Security Operations in his/her absence.

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

Lead Security Officer-Emergency Department Strong Memorial Hospital
U of R Strong Memorial Hospital - Rochester, NY - 2004 to 2008
Responsible for the general security, safety, and well being of patients, visitors, employees, and property.
* Responsible for the supervision of the security in Emergency Department; including the supervision of up to five other security officers.
* Union Representative-Responsible for the representation of the security officers in contract negotiations, disciplinary proceedings, etc

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

EDUCATION
Manufacturing Engineering
Memphis State University - Memphis, TN
1985 to 1989

ADDITIONAL INFORMATION
Skills
* NYS Security License, NYS Armed Guard License, NYS Pistol Permit, NIPSOM (National Industrial Security Program Operating Manual) course completion, Experienced in personal/executive protection.

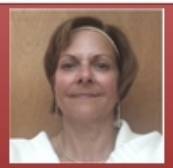
Medical Cannabis Dispensary Staffing

Location: Syracuse, New York 13206

LabCare, Inc. Proposed Syracuse Dispensary

Company Organizational Chart (Local Site)

Syracuse Dispensary Staffing Chart



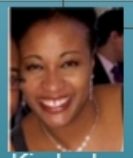
Doreen Randolph
Pharmacist

Kenneth Hubbard
Pharmacist

Brian Warren
Pharmacy Technician

Chelsey Fitch
Pharmacy Technician

Jeremy Mariani
Pharmacy Technician



Kimberly Reynolds
Pharmacy Technician

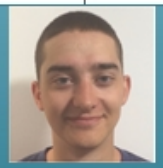
Leah Thurston
Pharmacy Technician

Lynette Baum
Pharmacy Technician

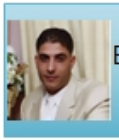
Nicholas Mozzetti
Pharmacist

Marybeth White
Pharmacy Technician

Trevia Mantz
Pharmacy Technician



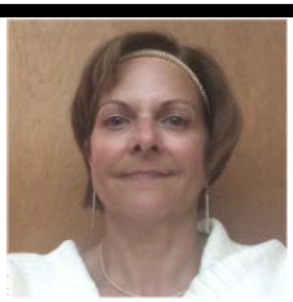
Steve Caggy
Pharmacy Technician



Essam Ahmad
Security Guard

Dennis Clausen
Security Guard

Syracuse Dispensary Staffing Plan



PHARMACIST MANAGER

Name:	Doreen Randolph
Facility:	Syracuse Dispensary

Doreen Randolph

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

WORK EXPERIENCE

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

EDUCATION

BA biology, BS pharmacy minor psychology in Pharmacy
University of Rochester, Auburn university - Auburn, AL
2010 to 2015

SKILLS

Worked with 5 different computer systems. I have 8 years experience in geriatric consulting. I have been in charge of a department consisting of 80 employees. For 8 years I mentored, scheduled, reviewed, and guided performance and corrected performance issues for this department. I have long term care experience for 17 years , responsible for IV and MD Order fulfillment.

PHARMACIST MANAGER

Name:	Kenneth Hubbard
Facility:	Syracuse Dispensary

Kenneth Hubbard

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

To provide Pharmaceutical Care and Drug Information to patients and other Health Care Providers in a professional pharmacy setting.

WORK EXPERIENCE

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

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

EDUCATION
B.S. in PHARMACY
Union University
June 1980
Albany College of Pharmacy - Albany, NY

SKILLS
Pharmacy Management, Inventory acquisition and control, staff supervision, anticoagulation monitoring

PHARMACIST MANAGER

Name:	Nicholas Mozzetti
Facility:	Syracuse Dispensary

Nicholas Mozzetti

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

Qualifications-

NY licensed PharmD with 3+years clinical inpatient/IV infusion experience and 4+years retail experience. Proficient with CPR, Meditech, Paragon, Pyxis, and EPIC. Worked overnights, been on call all hours and can work any shifts. Strong clinical skills- vanco/aminoglycoside and warfarin dosing, IV/TPN/chemo compounding, ER/satellite patient care, order entry and verification. Strong interpersonal skills and effective team member seeking a clinical position in NY. Dependable, conscientious, and motivated.

Work Experience-

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

Upstate Medical University (Clinical pharmacist- Contract)
Feb'11-July'11
Pharmacy Director: Steven Ciullo (315) 464-4311
Experience with main pharmacy order entry
CPOE verification
EPIC, paragon IV/TPN compounding

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

Licenses/Certifications-
Albany College of Pharmacy, Doctor of Pharmacy
NYS Pharmacy License
NYS First Aid / Blood Bourne Pathogen Certification
NYS certified: Smoking Cessation
NYS Immunization Program
CPR certified

Educational Experience-
Pharm D graduate from Albany college of Pharmacy '06
IV hood horizontal/vertical chemo experience compounding experience inventory/ordering experience
quality control pyxis use and repair order entry/verification (CPOE and fax)
counseling patient interventions immunizations
medication reconciliation paragon and meditech pharmacy operating systems
supervising pharmacist ER experienced

Professional Involvement-
Diabetes Quality Improvement Team, Albany Medical Center
OTC Consumer Education Campaign, Target Pharmacy
Creating information packets for Industry use, Regeneron
Created articles for team monthly newsletter, Target Pharmacy
Created a drug regimen review for insulin use at Albany Medical Center presented w/ Lead Endocrinologist, Dr. Desemone at Grand Rounds
Article on "Heparin Induced Thrombocytopenia" publication NEJM, co-written w/ Dr. Gailey ('06)

Pharm D Experiential Rotations-
Availible upon request

Availability-
8 or 12 hour shifts weekdays + weekends+nights (very flexible)

References-

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

PHARMACY TECHNICIAN

Name:	Brian Warren
Facility:	Syracuse Dispensary

Brian Warren

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

Looking for an opportunity to enhance and master customer service skill sets, achievements, and leadership qualities.

WORK EXPERIENCE

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

Senior Student Ambassador
Onondaga community college - Syracuse, NY - September 2009 to May 2011
Charged with conducting tours for prospective students and their families. And assisting Admission Counselors, at a variety of college and career fairs in local school districts.

EDUCATION

A.S. in Criminal Justice
Onondaga Community College - Syracuse, NY
December 2013

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

PHARMACY TECHNICIAN

Name:	Chelsey Fitch
Facility:	Syracuse Dispensary

Chelsey Fitch
Redacted pursuant to N.Y. Public Officers Law, Art. 6
chelsey.fitch@cortland.edu - [redacted]

WORK EXPERIENCE

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

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

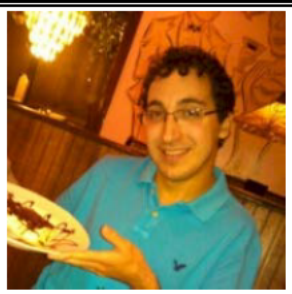
EDUCATION

BS in Psychology
SUNY Cortland - Cortland, NY
2014 to 2016

Dietetics
University of Wisconsin - Stevens Point, WI
2012 to 2014

Health Studies
Genesee Community College - Batavia, NY
2010 to 2012

SKILLS
Inventory Management, Food and Labor Cost Management, Teaching Assistant for Fall 2015 for Psychology.



PHARMACY TECHNICIAN

Name:	Jeremy Mariani
Facility:	Syracuse Dispensary

Jeremy Mariani

Experienced Customer Service Professional

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

Eager and efficient customer service-oriented professional with nearly 10 years of experience working within the customer service realm. Excellent at juggling multiple tasks and working gracefully under pressure. Authorized to work in the US for any employer.

WORK EXPERIENCE

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

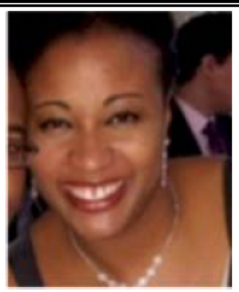
Redacted pursuant to N.Y. Public Officers Law, Art. 6

EDUCATION

Certificate (in progress) in Medical Billing & Coding
Onondaga Community College (OCC) - Syracuse, NY
2016

Bachelor of Arts in Psychology (with a minor in Communication Sciences & Disorders)
Syracuse University, College of Arts & Sciences - Syracuse, NY
2013

SKILLS
Exceptional communication skills; Clear and discerning speaking voice; Dedicated team player; Skilled in cash management; Adept in conflict resolution; Microsoft Office Suite proficiency; Expert typist (65 WPM); Works well in diverse environments; Strong time management skills; Working knowledge of medical terminology



PHARMACY TECHNICIAN

Name:	Kimberly Reynolds
Facility:	Syracuse Dispensary

Kimberly Reynolds

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

To be employed full time with a company where I can become a true asset and work to my full potential in whatever task that is put before me. I consider myself to be committed, customer oriented, self motivated and disciplined.

Occupational Experience:
- Bank of New York Mellon Corporation- East Syracuse, New York

WORK EXPERIENCE

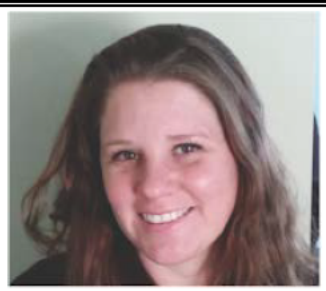
Redacted pursuant to N.Y. Public Officers Law, Art. 6

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

EDUCATION

A.A.S. in Information Technology and Networking
Onondaga Community College
2004

RX tech exam in Pharmacy technician
Syracuse, NY



PHARMACY TECHNICIAN

Name:	Leah Thurston
Facility:	Syracuse Dispensary

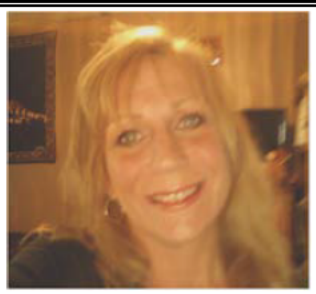
Leah Thurston

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

To find part to full time employment that will allow me to contribute to a company while providing for my family.

WORK EXPERIENCE

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



PHARMACY TECHNICIAN

Name:	Lynette Baum
Facility:	Syracuse Dispensary

Lynette Baum

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

Throughout my career I have obtained excellent customer service skills working in retail, merchandising, sales and marketing. Providing passionate and quality service to account clients and their customers. Authorized to work in the US for any employer.

WORK EXPERIENCE

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

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

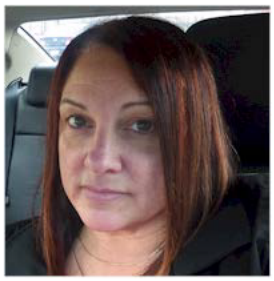
Redacted pursuant to N.Y. Public Officers Law, Art. 6

EDUCATION

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

SKILLS

Customer Service, Sales, Marketing, Merchandiser, Promotions, Inventory and Audits



PHARMACY TECHNICIAN

Name:	Marybeth White
Facility:	Syracuse Dispensary

Marybeth White

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

I am interested in finding a job where I can utilize the skills that I have acquired over the past 20 plus years. I am experienced in the customer service, medical office and call center fields. I am able to multitask in a fast paced, busy environment and I am a very hard worker with excellent work ethics. Possessing these qualities and given the opportunity, I believe that I would be a great asset to your organization.

WORK EXPERIENCE

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

Input data entry
CORRECTIONAL MEDICAL CARE INC - January 2011 to June 2012
1/1/11 - 6/29/12 - Responsible for scheduling of in house sick call and outside facility specialty clinic appointments for inmates housed at the Onondaga County Justice Center. Scheduled x-rays, ultrasounds, dental and vision clinics within the facility. Provided support to medical director, doctors, mid-levels and nursing staff when needed. Handled releases of information from the facility and also submitted releases to obtain health information for continuity of care. Maintain an accurate and complete inmate medical record for length of inmate's incarceration. Input data entry for billing purposes into Healthcare 2000, faxing, filing, phones, scanning of charts for location purposes, various other office tasks as required.

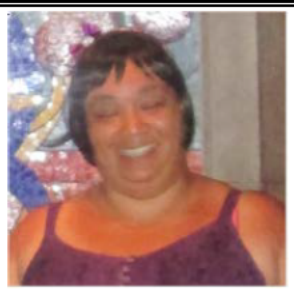
Typist 1
ONONDAGA COUNTY MENTAL HEALTH DEPT - February 2003 to December 2010
Identical job and job functions as Correctional Medical Care position listed prior. Onondaga County withdrew from providing health care to inmates housed at the Onondaga County Justice Center; therefore in lieu of a layoff I retained my same position.

Customer Service Representative

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

EDUCATION

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



PHARMACY TECHNICIAN

Name:	Trevia Mantz
Facility:	Syracuse Dispensary

Trevia Mantz

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

Authorized to work in the US for any employer

WORK EXPERIENCE

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

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

EDUCATION

Pharmacy Technician
Pima Medical Institute - Colorado Springs, CO
2011
Pikes Peak Community College - Colorado Springs, CO

ADDITIONAL INFORMATION
Prepared to contribute within a medical practice as a Medical Receptionist utilizing motivation, skills, and relevant health care/customer service experience.

➢ Adept in functioning as an integral member of a high functioning team in a busy health care-related work environment, including greeting patients, answering phones and performing data entry and research on a computer.

➢ Skilled in greeting patients promptly and courteously, in making patients feel comfortable and cared for, and in acquiring information and answering questions. Experienced in communicating effectively with physicians and nurses to convey information between patients and providers.

➢ Expert at reviewing and updating patient records to maintain accurate, current data, and in maintaining strict confidentiality.

➢ Outstanding interpersonal skills; able to create a friendly, welcoming, well-organized work environment for staff and patients. Maintain a positive attitude and calm demeanor. Possess a compassionate and caring nature.

➢ Strong administrative and communication talents; capable of performing multiple tasks simultaneously to maintain work flow and to stay within time and schedule requirements.

PHARMACY TECHNICIAN

Name:	Steve Caggy
Facility:	Syracuse Dispensary

Steven Caggy

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

WORK EXPERIENCE

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

Infantryman
Army National Guard - Ithaca, NY - November 2010 to Present
Perform as a member of a fire team during drills and live combat.

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

EDUCATION
Pursuing Nursing
Onondaga Community College - Syracuse, NY 2014 to 2015

Media Arts and Technology
Rochester Institute of Technology - Rochester, NY 2011 to 2013

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

MILITARY SERVICE
Service Country: US
Branch: Army National Guard
Rank: E-4/SPC
November 2010 to Present
ADDITIONAL INFORMATION
Functional Skills:
• Works well in a team
• Works well as an individual
• Ability to multi-task
• Attention to detail
• Reliable
• Disciplined
• Self-motivated
• Patient

SECURITY GUARD

Name:	Essam Ahmad
Facility:	Syracuse Dispensary

Essam Ahmad

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

- Experienced manager and entrepreneur
- Bilingual Communication Skills: Arabic and English fluency
- Additional skills as a police officer and security guard
- Computer proficiency includes Microsoft Office and internet applications
- Dedicated, diligent, and ready to work for your organization

WORK EXPERIENCE

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

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

Police Officer
Jordan Police - 1997 to 2002
Provided public safety by maintaining order.
• Responded to emergencies and protected people and their property.
• Enforced motor vehicle and criminal laws.
• Promoted positive community relations.
• Recorded facts to prepare reports that documented incidents and activities.
• Reviewed facts of incidents to determine if criminal acts or violations were involved.

EDUCATION

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

SECURITY GUARD

Name:	Dennis Clausen
Facility:	Syracuse Dispensary

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

Current New York State Armed Security License
Authorized to work in the US for any employer

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

11/10-1/12
Corrections officer
Madison County Sheriff's department

Medical Cannabis Dispensary Staffing

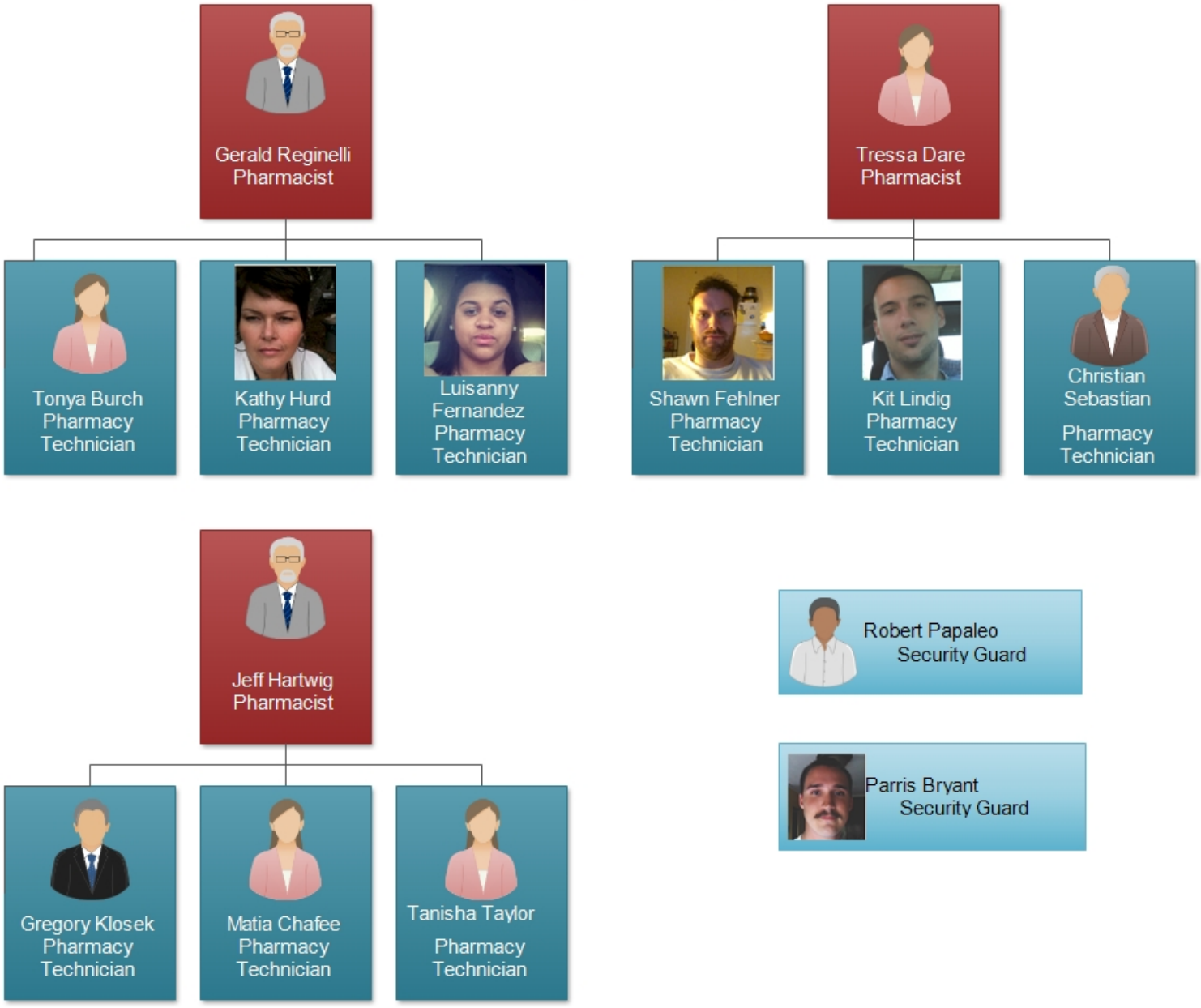
Location: Rome, New York 13440

LabCare, Inc. Proposed Rome Dispensary

City of Rome
Official Website of the City of Rome

Company Organizational Chart (Local Site)

Rome Dispensary Staffing Chart



Rome Dispensary Staffing Plan

PHARMACIST MANAGER

Name:	Gerald Reginelli Jr.
Facility:	Utica (Rome) Dispensary

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

- Education -
Albany College of Pharma
Albany, NY | 1973-1978
Bachelor of Science in Pharmacy

Mohawk Valley Community College
Utica, NY | 1981
NYS Real Estate Sales Agent

Professional Career Institute
Syracuse, NY | 2015
NYS Real Estate Sales agent
NYS Real Estate Appraisal (In Progress)

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

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

- Skills -
Real Estate and Construction Management
Construction Trades
Automotive Mechanics

- Reference available upon request -

PHARMACIST MANAGER

Name:	Tressa E. Dare
Facility:	Utica (Rome) Dispensary

Tressa E. Dare, Pharm.D.
Curriculum Vitae
Redacted pursuant to N.Y. Public Officers Law, Art. 6

PERSONAL STATEMENT

I am a highly motivated health care professional with a passion to ensure optimal medication usage in patients through healthcare provider education. I have served as a liaison to my healthcare partners in the various settings I have worked and trained.

KEY COMPETENCIES

- Experience with creating and delivering presentations in multiple therapeutic areas including immunology, cardiology and infectious diseases.
- High level understanding of the managed market environment including private and public payers.
- Expert in the transition of care of patients and medication delivery, affordability and adherence.
- High level understanding of the long-term care environment including nursing home facilities and group homes.

KEY ACCOMPLISHMENTS

- Led influenza, pneumonia and varicella immunization initiative for Price Chopper.
- Successfully promoted company-specific patient initiatives in regional healthcare provider office and hospital settings.
- Spearheaded community education programs raising awareness about infectious disease and the importance of immunizations.

EDUCATION/TRAINING

May 2006 — **Doctor of Pharmacy**
Albany College of Pharmacy, Union University
Albany, NY

PROFESSIONAL EXPERIENCE

CURRENT APPOINTMENTS

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

INVITED PRESENTATIONS "PRESENTER"

February 2014
AARP Chapter
Health and Wellness with Price Chopper Pharmacy
New Hartford, NY

February 2014
Health and Wellness with Price Chopper Pharmacy/Zostavax/Shingles
New York Mills Senior Center
New York Mills, NY

May 2014
The Importance of Immunizations
Deerfield Senior Center
Utica, NY

July 2014
The Importance of Immunizations
Schuyler Senior Center
Schuyler, NY

October 2013/2014
The Importance of Immunizations
Utica College
Utica, NY

December 2013
Health and Wellness with Price Chopper Pharmacy
Dr. Korin Carville/Dr. Ted Camesano Private Practice
Utica, NY

October 2008
Hannaford Healthy Saver Program
Dr. Mukesh Shah, Private Practice
Utica, NY

November 2007
Update on Influenza
AARP Utica Chapter
Sauquoit, NY

PROFESSIONAL LICENSURES/CERTIFICATIONS

New York State Pharmacy License	# 051083 (Active)
Certified Pharmacy Immunizer	Active
CPR, American Red Cross	Active

PHARMACIST MANAGER

Name:	Jeff Hartwig
Facility:	Utica (Rome) Dispensary

Jeffrey Hartwig

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

To return to a position in pharmacy to work with customers and patients to help them understand their medical conditions, treatments, expected outcomes, and with health care professionals to evaluate and research treatments, to safely fill medication orders to maximize therapeutic outcomes, while upholding the integrity of the profession.

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

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

Aug 2006 – May 2010 Wegman's School of Pharmacy

Doctor of Pharmacy

- Licensed pharmacist/immunizer
- 3.23/4.00 GPA
- Focus on clinical pharmacy

Aug 2003 – May 2006 Mohawk Valley Community College

Associate Degree, Liberal Arts &Sciences: General Studies

- 3.81/4.00 GPA

Ten of eleven pharmacy school rotations in clinical settings such as ED, nursing home/ long term care centers, physical rehabilitation centers, Coumadin Clinics, and ICU. Duties included inpatient and outpatient counseling, family and support information, diabetes counseling, assist patients with maintaining therapeutic INR as well as a 6 week rotation at multiple nursing home/ long term care centers giving nursing staff drug information seminars to assist in drug safety and accuracy for their patients.

PHARMACY TECHNICIAN

Name:	Kathy Hurd
Facility:	Utica (Rome) Dispensary

Kathy Hurd
Sales

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

Authorized to work in the US for any employer

WORK EXPERIENCE

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

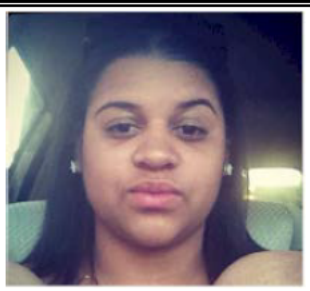
Medical Assistant
Career Institute - July 2010 to July 2010
07/2010

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

Office management
University of Hawaii - August 2008 to August 2008
08/2008

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

EDUCATION
Medical Coding RHIT
Kapiolani College
February 2012



PHARMACY TECHNICIAN

Name:	Luisanny (Lucy) Fernandez
Facility:	Utica (Rome) Dispensary

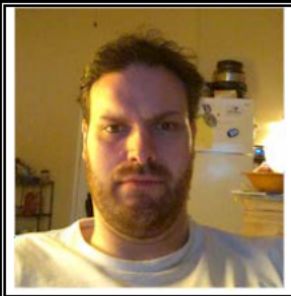
Lusianny Fernandez
Redacted pursuant to N.Y. Public Officers Law, Art. 6

Authorized to work in the US for any employer

WORK EXPERIENCE

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

Associates in Human service
Herkimer county community college - Herkimer, NY
2013 to 2015
SKILLS
Customer service skills
ADDITIONAL INFORMATION
Fluent in Spanish and English



PHARMACY TECHNICIAN

Name:	Shawn Fehlner
Facility:	Utica (Rome) Dispensary

Shawn Fehlner

Pharmacy Technician - Riverside Regional Medical Center

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

PTCB pharmacy technician with over 3 years in a variety of pharmacy settings.
Authorized to work in the US for any employer

WORK EXPERIENCE

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

EDUCATION

Pharmacy Technician Certification

Mohawk Valley Community College - Utica, NY

ADDITIONAL INFORMATION

Skills

- Medical terminology • Trustworthy
- Documentation procedures • Prioritizing and multi-tasking
- Team player • Understands medical procedures
- Compassionate • Valid driver's license

PHARMACY TECHNICIAN

Name:	Christian Sebastian
Facility:	Utica (Rome) Dispensary

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

To obtain a position located in Rome, New York. Authorized to work in the US for any employer

WORK EXPERIENCE

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

ADDITIONAL INFORMATION

Skills and Abilities

- Computer literate, experience with various applications and software
- Demonstrated excellent communication skills, both oral and written
- Cooperative and flexible team player, equally effective independently
- Experienced with routine merchandising, inventory, and shipments
- Ability to prioritize and meet deadlines in a demanding environment
- Adaptable to new concepts, responsibilities, methods
- Proficient in handling diverse tasks simultaneously
- Implementing safety standards and regulations
- Organized and detail-oriented

PHARMACY TECHNICIAN

Name:	Tonya Burch
Facility:	Utica (Rome) Dispensary

Tonya Burch

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

WORK EXPERIENCE

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

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

EDUCATION
gpn in nursing
boces - Verona, NY
2003 to 2004

PHARMACY TECHNICIAN

Name:	Gregory Klosek
Facility:	Utica (Rome) Dispensary

Gregory Klosek

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

Seeking a job that I enjoy with future advancement.

WORK EXPERIENCE

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

EDUCATION

Associates in Criminal Justice
Herkimer County Community College - Herkimer, NY
1999 to 2001

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

ADDITIONAL INFORMATION
Skills: Familiar with Microsoft Word, and Microsoft Excel.

PHARMACY TECHNICIAN

Name:	Matia Chafee
Facility:	Utica (Rome) Dispensary

Matia Chafee

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

To work in a professional environment with room for advancement.

WORK EXPERIENCE

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

EDUCATION

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

ADDITIONAL INFORMATION

- Experience working with people
- Experience with computers ex. Word, Adobe Photoshop, Microsoft PowerPoint
- Eager to learn
- Learn quickly
- Adapt easily

PHARMACY TECHNICIAN

Name:	Tanisha Taylor
Facility:	Utica (Rome) Dispensary

Tanisha Taylor

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

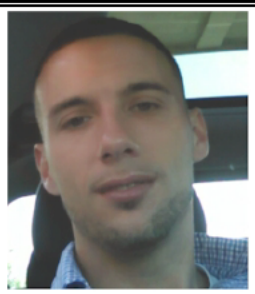
WORK EXPERIENCE

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

EDUCATION

Associates in Medical
Utica School of Commerce - Utica, NY
September 2009 to May 2011

ADDITIONAL INFORMATION
Key Qualifications
• Excellent Verbal, Written, & Analytical Skills.
• Microsoft Word/Excel/Power Point & Data Entry System.
• Proficient in Judicial Systems and Proceedings.
• Facilitator of work-readiness training
• Extensive Experience working with diverse and challenging population or settings.
• Knowledge in Research Methods and practices



PHARMACY TECHNICIAN

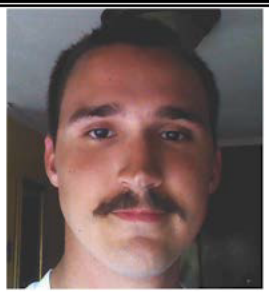
Name:	Kit Lindig
Facility:	Utica (Rome) Dispensary

Kit Lindig

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

WORK EXPERIENCE

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



SECURITY GUARD

Name:	Nicholas Noti
Facility:	Utica (Rome) Dispensary

Nicholas Noti

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

WORK EXPERIENCE

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

11B Infantryman
Army - 2012 to 2013

EDUCATION

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

Armed security certificate 47 hour course

SECURITY GUARD

Name:	Robert Papaleo
Facility:	Utica (Rome) Dispensary

Robert Papaleo

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

Seeking a challenging and interesting position where I will have an opportunity to make a positive contribution to my company and the people who work for and to utilize my skills in the security field and management.

WORK EXPERIENCE

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

EDUCATION

Education
Rockland Community College
2007 to Present
Emergency Management Institute
2006 to Present

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

SKILLS
Proficient in the use of personal computers and keyboarding skills, windows 95 & 2000, Microsoft excel and Microsoft access, lotus notes & internet, telephone, oral and written communications, organization skills, detail orientated and self starter.

ADDITIONAL INFORMATION
Abilities and Skills:
• 10 years loss prevention experience
• Excellent written and verbal communications skills
• Have knowledge of current loss prevention technologies and applications
• Able to work capably under pressure, drive for results
• Ability to make appropriate decisions in stressful situations
• Good computer skills in Microsoft and Excel
Good with SAP Software.

NYS Pistol Permit

Employee Handbook

Revision D-2015

Welcome to LabCare, Inc.!

Dear Employee:

You and LabCare, Inc. have made an important decision: The Company has decided you can contribute to our success, and you've decided that LabCare, Inc. is the organization where you can pursue your career productively and enjoyably.

We believe we've each made the right decision, one that will result in a profitable relationship. The minute you start working here, you become an integral part of
LabCare, Inc. and its future. Every job in our company is important, and you will play a key role in the continued growth of our company.

As you will quickly discover, our success is based on delivering high quality products and providing unsurpassed customer service. How do we do it? By working very hard, thinking about our patients' needs, and working hard to meet NYS DOH compliance standards. We do it by treating each other and patients with respect. We do it by acting as a team.

Should you have any questions concerning this handbook, your employment or benefits, please feel free to discuss them with your supervisor or manager.

Again, welcome!

Dr. Kathleen M. Casacci
LabCare, Inc. CEO

Introduction & Description of Company

LabCare, Inc. specializes in manufacturing and distribution of medical marihuana. Our main facility in Tonawanda, NY consists of our vertically integrated production team, combined with our four remote dispensaries located across NYS. Our goal is to provide patients with a high level of customer service, satisfaction, and to produce stable pharmaceutical grade products.

Confidentiality Agreement

Information that pertains to LabCare, Inc.'s business, including all nonpublic information concerning the Company, its vendors and suppliers, is strictly confidential and must not be given to people who are not employed by LabCare, Inc.

Please help protect confidential information - which may include, for example, trade secrets, customer lists and company financial information - by taking the following precautionary measures:

1 Discuss work matters only with other LabCare, Inc. employees who have a specific business reason to know or have access to such information.
2 Do not discuss work matters in public places.
3 Monitor and supervise visitors to LabCare, Inc. to insure that they do not have access to company information.
4 Destroy hard copies of documents containing confidential information that is not filed or archived.
5 Secure confidential information in desk drawers and cabinets at the end of every business day.

Your cooperation is particularly important because of our obligation to protect the security of our clients' and our own confidential information. Use your own sound judgment and good common sense, but if at any time you are uncertain as to whether you can properly divulge information or answer questions, please consult a LabCare, Inc. officer.

Conflict of Interest

Employees must avoid any interest, influence or relationship which might conflict or appear to conflict with the best interests of LabCare, Inc.. You must avoid any situation in which your loyalty may be divided and promptly disclose any situation where an actual or potential conflict may exist.

Examples of potential conflict situations include:

1 Having a financial interest in any business transaction with LabCare, Inc.
2 Owning or having a significant financial interest in, or other relationship with, a LabCare, Inc. competitor, customer or supplier, and
3 Accepting gifts, entertainment or other benefit of more than a nominal value from a LabCare, Inc. competitor, customer or supplier.

Anyone with a conflict of interest must disclose it to management and remove themselves from negotiations, deliberations or votes involving the conflict. You may, however, state your position and answer questions when your knowledge may be of assistance to LabCare, Inc..

Anti Discrimination And Harassment

Americans with Disabilities Act

It is LabCare, Inc.'s policy that we will not discriminate against qualified individuals with disabilities with regard to any aspect of their employment. LabCare, Inc. is committed to complying with the American with Disabilities Act of 1990 and its related Section 504 of the Rehabilitation Act of 1973. LabCare, Inc. recognizes that some individuals with disabilities may require accommodations at work. If you are currently disabled or become disabled during your employment, you should contact your manager to discuss reasonable accommodations that may enable you to perform the essential functions of your job.

Equal Opportunity Policy

LabCare, Inc. provides equal opportunity in all of our employment practices to all qualified employees and applicants without regard to race, color, religion, gender, national origin, age, disability, marital status, military status or any other category protected by federal, state and local laws. This policy applies to all aspects of the employment relationship, including recruitment, hiring, compensation, promotion, transfer, disciplinary action, layoff, return from layoff, training and social, and recreational programs. All such employment decisions will be made without unlawfully discriminating on any prohibited basis.

Policy Prohibiting Harassment And Discrimination

LabCare, Inc. strives to maintain an environment free from discrimination and harassment, where employees treat each other with respect, dignity and courtesy.

This policy applies to all phases of employment, including but not limited to recruiting, testing, hiring, promoting, demoting, transferring, laying off, terminating, paying, granting benefits and training.

Prohibited Behavior

LabCare, Inc. does not and will not tolerate any type of harassment of our employees, applicants for employment, or our customers. Discriminatory conduct or conduct characterized as harassment as defined below is prohibited.

The term harassment includes, but is not limited to, slurs, jokes, and other verbal or physical conduct relating to a person's gender, ethnicity, race, color, creed, religion, sexual orientation, national origin, age, disability, marital status, military status or any other protected classification that unreasonably interferes with a person’s work performance or creates an intimidating, hostile work environment.

Sexually harassing behavior in particular includes unwelcome conduct such as: sexual advances, requests for sexual favors, offensive touching, or other verbal or physical conduct of a sexual nature. Such conduct may constitute sexual harassment when it:

1 is made an explicit or implicit condition of employment
2 is used as the basis for employment decisions
3 unreasonably interferes with an individual's work performance, or
4 creates an intimidating, hostile or offensive working environment.

The types of conduct covered by this policy include: demands or subtle pressure for sexual favors accompanied by a promise of favorable job treatment or a threat concerning employment.

Specifically, it includes sexual behavior such as:

1 repeated sexual flirtations, advances or propositions
2 continued and repeated verbal abuse of a sexual nature,
3 sexually related comments and joking, graphic or
4 degrading comments about an employee's appearance
5 or displaying sexually suggestive objects or pictures
6 including cartoons and vulgar email messages, and
7 any uninvited physical contact or touching, such as patting, pinching or repeated brushing against another's body.

Such conduct may constitute sexual harassment regardless of whether the conduct is between members of management, between management and staff employees, between staff employees, or directed at employees by non-employees conducting business with the Company, regardless of gender or sexual orientation.

Harassment By Non-employees

LabCare, Inc. will also endeavor to protect employees, to the extent possible, from reported harassment by non-employees in the workplace, including customers, clients and suppliers.

Complaint Procedure And Investigation

Any employee who wishes to report a possible incident of sexual harassment or other unlawful harassment or discrimination should promptly report the matter to Acting supervisor. If that person is not available, or you believe it would be inappropriate to contact that person, contact Daniel Casacci or the operations manager.

LabCare, Inc. will conduct a prompt investigation as confidentially as possible under the circumstances. Employees who raise concerns and make reports in good faith can do so without fear of reprisal; at the same time employees have an obligation to cooperate LabCare, Inc. in enforcing this policy and investigating and remedying complaints.

Any employee who becomes aware of possible sexual harassment or other illegal discrimination against others should promptly advise Acting supervisor or any other appropriate member of management.

Anyone found to have engaged in such wrongful behavior will be subject to appropriate discipline, which may include termination.

Retaliation

Any employee who files a complaint of sexual harassment or other discrimination in good faith will not be adversely affected in terms and conditions of employment and will not be retaliated against or discharged because of the complaint.

In addition, we will not tolerate retaliation against any employee who, in good faith, cooperates in the investigation of a complaint. Anyone who engages in such retaliatory behavior will be subject to appropriate discipline, up to and including termination.

Training

LabCare, Inc. will establish proper training for all employees concerning their rights to be free from sexual harassment and other discrimination and steps they can take to stop it.

Employment At Will

Unless expressly proscribed by statute or contract, your employment is "at will." All LabCare, Inc. employees are at will, which means they may be terminated at any time and for any reason, with or without advance notice. Employees are also free to quit at any time. Any employment relationship other than at will must be set out in writing and signed by LabCare, Inc.'s .

Patient Relation Policies

A. Patients' Needs Are Paramount: Our patients come to us because of a desire for quality care for themselves and their family members. We need to convey an atmosphere of warmth, caring, professionalism, efficiency and competence. It is important to always show that you really do care about the patient. Never act indifferently. Communicate with our patients. Always strive to leave your own distractions and problems at home.

B. Report Patient's Comments: Positive comments made by the patients about the improvement of their health, about their Doctor or our staff or any aspect of the service they are receiving should be relayed to the Doctor. Negative comments should also be relayed, as the comment may be a signal about a misunderstanding or a problem which should be addressed. Route any comments directly to the dispensary manager.

C. Doctors Are Professionals: Doctors should be addressed as "Doctor" in the presence of patients and within other professional environments such as seminars, over the office phone, etc.

D. Don't Practice Without A License: After a short while, one becomes somewhat knowledgeable in certain standard advice to patients. From a legal standpoint, however, when a patient has a medical question, it is best to tell the patient that they need to ask their doctor. We can inform them about the properties of the medicines and how to use them.

F. Confidentiality Of Patient Records: Information that could be discussed before you (between the Doctor and patient) should be considered confidential. If a patient relates information to you, you should pass it on to the Doctor or any other appropriate staff whom may be involved in servicing the patient (and whom would need the data), but no further. Patient/Doctor information is confidential and should be considered as such. Employees must carefully protect and must not disclose to a third party any confidential or proprietary information belonging to LabCare, Inc. or its patients. Any disclosure violation is subject to New York State law.

Compensation & Work Schedule

Attendance & Punctuality

Work Schedules Office Hours: The dispensary and grow facility is open:

Monday 8:00 am to 5:00 pm
Tuesday 8:00 am to 5:00 pm
Wednesday 8:00 am to 5:00 pm
Thursday 8:00 am to 5:00 pm
Friday 8:00 am to 5:00 pm

Patients are scheduled for care between these hours. The last appointment of the day is to be made no later than 10 minutes before the end of the day. Staff is expected to arrive in time to attend the morning huddle at their scheduled start time.

Lunch Time

Lunches are to be arranged so that they occur between Monday, Tuesday, Wednesday, Thursday and Friday between 12- 1:00 p.m. For dispensaries lunches will be staggered so there is always someone at the counter servicing patients.

We do our best to honor scheduled lunch hours, however service to our patients is senior in importance. Therefore, if the situation arises where an employee is needed to help with a patient or patients, it is expected that the employee will not leave for lunch until that patient has been taken care of and has left the building. Requests for occasional changes in above hours should be submitted and approved, as far in advance as possible.

Office Appearance

People judge others by their appearance, and this reflects on the company. Therefore, our personal appearance and work environments should be kept as neat as possible. A set of uniforms are supplied by LabCare, Inc. for the growing and clinical staff and laundered at the employee's home.

Office Phones

Private use of the phone is limited to emergencies during production/clinical hours, an emergency being anything that absolutely cannot wait. Inform personal callers to call back during your lunch hour, or let them know that you will return the call then. Outgoing long distance calls of a personal nature are to be logged at the time of the call and given immediately to the Office Manager, and should be paid for as soon as the phone bill comes in, if not paid for and documented at the time. No employee communication devices are allowed in the dispensary or growing facility. All emergency calls will go through LabCare, Inc.'s phone lines. Employees may use personal mobile devices during lunch outside of the dispensary or growing facility. Please leave communication devices in your car.

Office Activities

Staff is expected to be productive during their work hours, doing only those things that contributes to the function of the dispensary. Any other types of activities during work hours is not acceptable, such as running your own separate business, or soliciting patients for a business which could be considered to be competitive to any service our practice offers. This includes any online activities, not directly related to the business of LabCare, Inc..

Other Benefits

Classes and Seminar Attendance: As part of initial and ongoing education and training, staff is expected to participate in classes and seminars which offer information designed to strengthen your performance as a staff member in our practice. Occasionally, this could include attendance at an out-of-town class or seminar of 1-4 days.

Paid Vacations

Full time employees are entitled to one week vacation after completion of the first year of employment. After being employed for five years, the employee is entitled to two weeks vacation. If you have been employed with LabCare, Inc. for ten years or more, you are entitled to three weeks' vacation. Vacation time is to be submitted to the office manager by January 30th for the current year. Only one Front desk staff personnel can be on vacation at a time. Each employee will have the opportunity to select the first week with seniority being the first consideration; all vacation time requires at least 60 days notice. Vacation cannot be used before it is earned or awarded.

401K Plan

Employees may choose to participate after one (1) years of employment, full or part-time (20 hrs or higher). Maximum is 15% prior to taxes. Our company matches dollar for dollar on the first 4% of matched compensation, then .5% for the next 2 %t deducted. As of January 1 2015, an additional .25%match per percent deferred will be matched up to 9% of total compensation. Amount deducted can be changed quarterly.

Tuition and related travel, food and lodging expenses for out-of-town meetings/seminars will be paid for by LabCare, Inc.. We offer this training to our staff so that each and every one of you has the opportunity to truly get involved and become more competent at what we do. Pay for time out of the office may be made up by using vacation or personal /sick time.

Staff Meetings: Morning huddles are held 10 minutes prior to the start of our patients: 7:50-8:00AM on Monday, Tuesday, Wednesday, Thursday and Friday. We will periodically have planning meetings to go over schedule, consult times, new patients, and review procedures.

We ask that each employee arrive to the staff meeting prepared to contribute with information needed to service the patients that day.

The morning huddle is held daily, 10 minutes before the first patient is seen. The purpose of the meeting is so that we may all go over any pertinent information or plans prior to beginning our day. Employees should be dressed and ready to seat patients immediately after the meeting.

Personal Appointments: Unless it is an emergency, appointments for the doctor, hair, etc., are to be made during the lunch hours, or when the office is closed. If it is not possible to arrange for such appointments during after hours, see your manager in advance so that arrangements can be made to cover your post in your absence. By doing so, the company can expect to continue running smoothly.

Employee Performance Review: Employee performance reviews may be conducted once a year within 30 days of the anniversary date or on a pre determined date by the Employer. In judging performance, the Employer will use the employee's job description, documentation of the employee's increased value to the company, and increased responsibilities assumed or extra work performed which has resulted in decreased workload for other staff and contributed to growth for the practice.

General Pay Information

Certain deductions will be made in accordance with federal and state laws.

In addition, the Company makes available certain voluntary deductions, such as health insurance, as part of the Company’s benefits program. If an employee elects supplemental coverage under one of the Company's benefits plans, which requires employee contributions, the employee's share of the cost will be deducted from his or her check each pay period. If the employee is not receiving a payroll check due to illness, injury, or leave of absence, he or she will be required to pay the monthly cost directly to the Company.

Child support withdrawals from your paycheck may be required by state law. All child support garnishments will be notified to the employee.

Outside Employment

Because of LabCare, Inc.'s obligations to its customers, the Company must be aware of any concurrent employment you may have to determine whether or not it presents a potential conflict.

Serving on any public or government board or commission qualifies as employment for purposes of this policy, regardless of whether such service is compensated.

Before beginning or continuing outside employment, employees are required to complete a questionnaire detailing the involvement with the other employer and to obtain the written approval of their managers. Failing to obtain prior approval as described may be cause for disciplinary action, up to and including termination. Employees who are on leave of absence, including FMLA leave or Workers' Compensation leave are prohibited from having outside employment during their leave.

Overtime

General

Because of the nature of work, employees may be asked to work overtime on weekends or holidays or additional hours during the regular workday and are expected to comply with such requests.

Full-Time: An employee is considered to be full time if they are working at least 32 hours per week.

Part-time: An employee is considered to be part time if they are scheduled 31 hours or less per week. An employee will change from full time status to part time status if hours scheduled is decreased to 31 hours or less per week.

Overtime compensation is paid to all nonexempt employees at one and one-half times their straight time rate for all hours worked in excess of 40 hours per week.

Unless given prior approval by management do not exceed 41 hours of work per week.

Overtime pay is based on actual hours worked. Time taken for lunch or dinner is not included as time worked for purposes of computing overtime, except when paid lunches are factored. And time off on holidays, sick leave, vacation leave, personal leave, training seminars or any leave of absence will not be factored in as hours worked when calculating overtime.

Pay Schedule

Employees will be paid on Wednesday on or after 12PM. If the regular payday falls on a holiday, payday will be the last regular workday before the holiday. Employees may NOT wait in the office or bother payroll officer for paychecks prior to 12PM.

The pay week starts at the beginning of your shift on Wednesday and includes all work you perform up to the close of business on every other Tuesday.

A few additional facts about pay:

1. You will be paid your first week's wages at the end of the first work week.
2. Any overtime earnings will be paid in the same work week as the actual hours worked.
3. If you feel your paycheck is miscalculated please contact the payroll officer immediately.
4. If a paycheck is lost or stolen, notify the payroll officer immediately.
5. Paychecks may be cashed with personal ID at any Bank Of America or at the employees personal banking center.

Performance Evaluations

Supervisors and employees are strongly encouraged to discuss job performance and goals informally any time.

Additional formal performance reviews will be conducted to provide both supervisors and employees with the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals. These formal reviews will be conducted quarterly.

Company Equipment and Vehicles

When using LabCare, Inc. property, including computer equipment or hardware, exercise care, perform required maintenance and follow all operating instructions, safety standards and guidelines.

Notify your supervisor if any equipment or machines appear to be damaged, defective or in need of repair. This prompt reporting could prevent the equipment's deterioration and could also help prevent injury to you or others. Should you have questions about the maintenance and care of any workplace equipment, ask your supervisor.

If you use or operate equipment carelessly, negligently or unsafely, you may be disciplined or even discharged. This includes throwing or intentionally damaging power tools. In addition, you may be held financially responsible for any loss to LabCare, Inc. because of such mistreatment. Use of cell phones: Cell phone use during working hours by texting or calls is prohibited.

Cell phones are not allowed in the growing facility or dispensaries. Emergency calls during regular hours should be directed thru the main telephone line for the front desk reception to inform the employee and should last less than 1 minute. Personal calls should be done on lunch breaks.

Company Property

Please keep your work area neat and clean and use normal care in handling company property. Report any broken or damaged equipment to your manager at once so that proper repairs can be made.

You may not use any company property for personal purposes or remove any company property from the premises without prior written permission from Acting supervisor.

Office Machines: The use of office machines for personal use (such as borrowing the wheel chair for the weekend) must be approved by prior special request). Use of the stamps and/or copy machine etc, for personal use requires immediate reimbursement to the Office Manager. Any dental supplies that are needed also require approval from the Office Manager.

Conduct Standards & Discipline

LabCare, Inc. expects every employee to adhere to the highest standards of job performance and of personal conduct, including individual involvement with company personnel and outside business contacts.

The Company reserves the right to discipline or discharge any employee for violating any company policy, practice or rule of conduct. The following list is intended to give you notice of our expectations and standards. However, it does not include every type of unacceptable behavior that can or will result in disciplinary action. Be aware that LabCare, Inc. retains the discretion to determine the nature and extent of any discipline based upon the circumstances of each individual case.

Employees may be disciplined or terminated for poor job performance, including, but not limited to the

following:

- unsatisfactory quality or quantity of work
- repeated unexcused absences or lateness
- failing to follow instructions or Company procedures, or
- failing to follow established safety regulations.

Employees may also be disciplined or terminated for misconduct, including, but not limited to the following:

- falsifying an employment application or any other company records or documents
- failing to record working time accurately or recording a co-worker’s timesheet
- insubordination or other refusal to perform
- using vulgar, profane or obscene language, including any communication or action that violates our policy against harassment and other unlawful forms of discrimination
- disorderly conduct, fighting or other acts of violence
- misusing, destroying or stealing company property or another person’s property
- possessing, entering with or using weapons on company property
- possessing, selling, using or reporting to work with alcohol, controlled substances or illegal drugs present in the employee's system, on company property or on company time
- violating conflict of interest rules
- disclosing or using confidential or proprietary information without authorization
- violating the Company’s computer or software use policies, and
- being convicted of a crime that indicates unfitness for a job or presents a threat to the Company or its employees in any way.

Dating In the Work Place

Supervisors and employees under their supervision are strongly discouraged from forming romantic or sexual relationships. Such relationships can create the impression of impropriety in terms and conditions of employment and can interfere with productivity and the overall work environment.

If you are unsure of the appropriateness of an interaction with another employee of the Company, contact Acting supervisor for guidance. If you are encouraged or pressured to become involved with a customer or employee in a way that makes you feel uncomfortable and is unwelcome, you should also notify Acting supervisor immediately. No customer or employee of this company has the right to subject any employee to sexual or other unlawful harassment, including requests for sexual favors, sexual advances, offensive touching, and any other unwanted verbal, graphic, conduct or communications of a sexual nature.

You should also be aware of, and are expected to comply with, LabCare, Inc.'s policy against sexual and other forms of illegal harassment in the workplace.

Appropriate action, which may include a transfer or reassignment, leave of absence, suspension or termination, will be taken against those who violate this policy.

Dress Policy

Appropriate office attire is required for those with customer interaction. Suppliers and customers visit our office and we wish to put forth an image that will make us all proud to be LabCare, Inc. employees. Please be guided by common sense and good taste. Each employee will be provided with three LabCare, Inc. polo shirts and additional shirts may be purchased at cost. Each year three additional shirts will be provided, and those located in the laboratory section will be required to wear labcoats and additional safety gear.

Drug and Alcohol Policy

LabCare, Inc. strives to maintain a workplace free of drugs and alcohol and to discourage drug and alcohol abuse by its employees. Misuse of alcohol or drugs by employees can impair the ability of employees to perform their duties, as well as adversely affect our customers' and customers' confidence in our company.

Alcohol

Employees are prohibited from using or being under the influence of alcohol while performing company business for LabCare, Inc., while operating a motor vehicle in the course of business or for any job-related purpose, or while on company premises or a worksite. Alcohol is never permitted on the premises.

Illegal Drugs

LabCare, Inc. employees are prohibited from using or being under the influence of illegal drugs while performing company business or while on a company facility or worksite. You may not use, manufacture, distribute, purchase, transfer or possess an illegal drug while in LabCare, Inc. facilities, while operating a motor vehicle for any job-related purpose or while on the job, or while performing company business. This policy does not prohibit the proper use of medication under the direction of a physician; however, misuse of such medications is prohibited.

Disciplinary Action

Employees who violate this policy may be disciplined or terminated, even for a first offense. Violations include refusal to consent to and comply with testing and search procedures as described.

Searches

LabCare, Inc. may conduct searches for illegal drugs or alcohol on company facilities or worksites without prior notice to employees. Such searches may be conducted at any time. Employees are expected to cooperate fully.

Searches of employees and their personal property may be conducted when there is reasonable suspicion to believe that the employee has violated this policy or when circumstances or workplace conditions justify such a search. Personal property may include, but is not limited to, purses, boxes, briefcases, as well as any LabCare, Inc. property that is provided for employees' personal use, such as desks, lockers, and files.

An employee's consent to a search is required as a condition of employment and the employee's refusal to consent may result in disciplinary action, including termination.

Drug Testing

LabCare, Inc. may require a blood test, urinalysis, hair test or other drug or alcohol screening of employees suspected of using or being under the influence of drugs or alcohol or where other circumstances or workplace conditions justify such testing. The refusal to consent to testing may result in disciplinary action, including termination.

Ethical and Legal Business Practices

LabCare, Inc. expects the highest standard of ethical conduct and fair dealing from each employee, officer, director, volunteer and all others associated with the Company. Our reputation is a valuable asset, and we must continually earn the trust, confidence and respect of our suppliers, our members, our customers and our community.
This policy provides general guidance on the ethical principles that we all must follow, but no guideline can anticipate all situations. You should also be guided by basic honesty and good judgment, and be sensitive to others' perceptions and interpretations.

If you have any questions about this policy, consult your supervisor or manager. Exceptions to this policy may be made only by Acting supervisor.

You are expected to promptly disclose to the management of the company anything that may violate this policy. We will not tolerate retaliation or retribution against anyone who brings violations to management's attention.

Complying With Laws and Regulations

All our activities are to be conducted in compliance with the letter and spirit of all laws and regulations. You are charged with the responsibility of understanding the applicable laws, recognizing potential dangers and knowing when to seek legal advice.

Giving and Receiving Gifts

You may not give or receive money or any gift to or from a supplier, government official or other organization. Exceptions may be made for gifts that are customary and lawful, are of nominal value and are authorized in advance.

You may accept meals and refreshments if they are infrequent, are of nominal value and are in connection with business discussions.

If you do receive a gift or other benefit of more than nominal value, report it promptly to a member of management. It will be returned or donated to a suitable charity.

Employee Privacy And Other Confidential Information

LabCare, Inc. collects only personal information about employees that relates to their employment. Only people with a business-related need to know are given access to this information, and must authorize any release of the information to others. Personal information, other than that required to verify employment or to satisfy legitimate investigatory or legal requirements, will be released outside the company only with employee approval.

If you have access to any confidential information, including private employee information, you are responsible for acting with integrity. Unauthorized disclosure or inappropriate use of confidential information will not be tolerated.

Accounting And Financial Reports

LabCare, Inc.'s financial statements and all books and records on which they are based must accurately reflect the Company's transactions. All disbursements and receipts must be properly authorized and recorded. You must record and report financial information accurately. Reimbursable business expenses must be reasonable, accurately reported and supported by receipts.

Those responsible for handling or disbursing funds must assure that all transactions are executed as authorized and recorded to permit financial statements in accord with Generally Accepted Accounting Principles.

Account and Customer Information

Employees are prohibited from distributing account, client, and/or customer information to anyone, in any form, except the named account holder, client or customer.

Compliance

Employees who fail to comply with this policy will be disciplined, which may include a demand for reimbursement of any losses or damages, termination of employment and referral for criminal prosecution. Action appropriate to the circumstances will also be taken against supervisors or others who fail to report a violation or withhold relevant information concerning a violation of this policy.

Grievances

Employees are encouraged to bring concerns, problems and grievances to management's attention. You are also obligated to report any wrongdoing of which you become aware to your manager or, if the situation warrants, to any LabCare, Inc. officer.

Progressive Discipline

LabCare, Inc. retains the discretion to discipline its employees. Oral and written warnings and progressive discipline up to and including discharge may be administered as appropriate under the circumstances.

Please note that LabCare, Inc. reserves the right to terminate any employee whose conduct merits immediate dismissal without resorting to any aspect of the progressive discipline process.

Smoking Policy

General

Smoking is prohibited inside LabCare, Inc. facilities.

Smoking is not permitted within 100 feet of the building, and all butts must be placed in the appropriate receptacle. Failure to do so presents a fire hazard among other insurance related problems.

All employees, clients and other visitors are expected to comply with this policy, and employees who violate it may be disciplined.

Should you have a question, complaint or dispute about smoking in the workplace, contact .

Workplace Solicitation

To promote a professional and collegial workplace, prevent disruptions in business or interference with work, and avoid personal inconvenience, LabCare, Inc. has adopted rules about soliciting for any cause and distributing literature of any kind in the workplace.

Employees may not solicit on LabCare, Inc. property or use company facilities, such as e-mail, voicemail or bulletin boards during working time for solicitation. This policy applies to collecting funds, requesting contributions, selling merchandise, gathering employee signatures and promoting membership in clubs or organizations.

Working time means time during which employees are expected to be actively engaged in their assigned work; it does not include scheduled meal or break periods.

You may solicit another employee only if both you and the other employee are not on working time, and you may distribute literature only in nonworking areas and while not on working time to other employees who are not on working time.

Non-employees may not make solicitations or distribute literature at any time.

LabCare, Inc. may grant limited exemptions from these rules for charitable purposes at its discretion.

Zero Tolerance For Workplace Violence

LabCare, Inc. has a zero-tolerance policy concerning threats, intimidation and violence of any kind in the workplace either committed by or directed to our employees. Employees who engage in such conduct will be disciplined, up to and including immediate termination of employment.

Employees are not permitted to bring weapons of any kind onto company premises or to company functions. Any employee who is suspected of possessing a weapon will be subject to a search at the company's discretion. Such searches may include, but not be limited to, the employee's personal effects, desk and workspace.

If an employee feels he or she has been subjected to threats or threatening conduct by a coworker, vendor or customer, the employee should notify his or her supervisor or another member of management immediately. Employees will not be penalized for reporting such concerns.

Leave

Family Medical Leave (FMLA)
General

Family and Medical Leave
You are eligible for family and medical leave if you have worked for LabCare, Inc. for at least 12 months and have put in at least 1,250 hours during the 12 month period before the leave is to begin.

Reasons for the Leave

You are entitled to take up to 4 work weeks of unpaid leave:

- to attend to the birth, adoption or foster care placement of your child
- to attend to the serious health condition of your child, spouse or parent, or
- to receive care for your own serious health condition.

A serious health condition means an illness, injury, impairment, or physical or mental condition during which you are incapable of working that involves either:

- treatment requiring inpatient care in a hospital, hospice or residential care facility, or
- continuing treatment by a health care provider for a condition that lasts more than three consecutive days, or for pregnancy or prenatal care or for a chronic health condition which continues over an extended period of time, requires periodic visits to a health care provider and may involve occasional episodes of incapacity, such as serious asthma or diabetes.

It also includes a permanent or long-term condition such as Alzheimer's, a severe stroke and terminal cancer. In addition, leave may be used to cover absences due to multiple treatments for restorative surgery or for a condition which would likely make you incapable of working for more than three days if not treated, such as chemotherapy or radiation treatments for cancer.

Types of Leave

Leave due to the birth or placement of a child in your home for adoption or foster care must be taken in one continuous 12-week segment and must be taken within 12 months of the birth or placement of the child. You may take leave due to your own or a family member’s serious health condition in:

- one continuous 12 week segment
- an intermittent schedule, such as one day off each week, or
- a reduced schedule, such as beginning two hours late, twice a week.

Notice of Leave

If your need for leave is foreseeable, you must give 30 days prior notice if possible. If you do not give such notice, the leave may be delayed for up to 30 days.

If your need for leave is due to a planned medical treatment, make every attempt to schedule the treatment so as not to unduly disrupt the work of your department. If your need for leave is not foreseeable, you must request it as soon as practicable, no later than two business days after the need for leave arises.

Medical Certification

If leave is requested due to your own or a family member's serious health condition, you must provide medical certification from an appropriate health care provider. The medical certification must include the date on which the condition began and its probable duration. You may be denied leave if you do not provide satisfactory certification. LabCare, Inc. may also require a second opinion or third opinion regarding certification of a serious health condition, at our expense.

Outside Employment

You may not work for outside employers while on family and medical leave with LabCare, Inc..

Returning to Work

If your leave is due to your own medical condition, you are required to provide medical certification that you are able to resume work before returning. Both you and your health care provider must complete a Return to Work Medical Certification.

Upon returning to work, you will ordinarily be entitled to be restored to your former position or to an equivalent position with the same employment benefits and pay if possible. If you do not return to work at the end of the leave and do not notify LabCare, Inc. of your status, you may be terminated.

Benefits During Leave

Taking family and medical leave will not cause you to lose any employment benefits accrued prior to the first day of leave. The leave period will be treated as continued service for purposes of determining vesting and eligibility to participate in any retirement plan in effect. However, employees on FMLA leave normally will not accrue any other additional benefits during the leave period, unless it is paid leave under which benefits would otherwise accrue.

LabCare, Inc. will maintain your insurance benefits while you are on leave, although you may be required to pay your portion of the premium. However, if you do not return to work after the leave, you may be asked to reimburse us for the cost of maintaining insurance coverage during the leave. This provision will not apply in cases where your inability to return is through no fault of your own -- for example, at the end of leave you remain physically unable to return due to your serious health condition.

Misrepresenting Reasons for Leave

If you intentionally misrepresent the reasons for requesting family and medical leave, you may be discharged.

Bereavement Leave

Full-time employees who have worked at LabCare, Inc. for at least 45 days are permitted up to 7 consecutive days without pay to attend the funeral of an immediate family member, which includes a spouse, child, brother, sister, parent or grandparent.

Eligible employees may be permitted 5 days without pay for the death of a relative who is not an immediate member-including an aunt, uncle, nephew, niece, brother-in-law, sister-in-law or parent-in-law.

Your supervisor must approve all bereavement time, and the Company may request verification of the facts surrounding the leave and grant or deny the leave as deemed appropriate. Bereavement leave will not be paid if

it occurs when the employee is on vacation or leave of absence, absent due to illness or injury, or not working due to a paid holiday.

Jury Duty

General

LabCare, Inc. supports employees in fulfilling their civic responsibilities by serving jury duty when required and fully compensates them for up to 3 of time they are required to serve.

However, you must inform your supervisor as soon as possible after receiving a jury summons so that arrangements can be made to accommodate your absence. And you will be expected to report for work during your jury service whenever the court schedule permits.

Insurance benefits will ordinarily remain in effect and unchanged for the full term of your jury duty absence.

Time Off From Work In Connection With Court Cases

General

We recognize that an employee might be subpoenaed or otherwise required to serve as a witness in court cases or arbitrations. Employees called to testify will not be paid for the time they are away from work as a result of their participation in a court case or arbitration. Absence as a result of participation in a court case or arbitration will be treated the same as absence for any other reason and employees must comply with the company's policy regarding attendance. If you are called to serve as a witness, notify your manager as soon as possible.

You will not be terminated solely for an absence made necessary by participating in a court case or arbitration.

General Employment

Employee Classifications

Employees at LabCare, Inc. are either full-time or part-time. The Company may on occasion hire temporary or seasonal employees, who will not generally be eligible for benefits.

Part-time employees work fewer than 25 hours per week. Unless specifically stated, part-time employees are not afforded any benefits other than wages; for example, they do not accrue benefits such as health insurance.

All other employees are full-time.

Your supervisor will verify whether you are a full-time or part-time employee, and also whether you are exempt or non-exempt. Exempt employees are not entitled to overtime under the Fair Labor Standards Act, while non-exempt employees can qualify for this pay.

Employment of Relatives

LabCare, Inc. may hire relatives of employees where there are no potential problems of supervision, safety, security, morale or potential conflict of interest. Relatives include an employee’s parent, child, spouse, domestic partner, sibling, cousin, in-laws and step relationships.

Employees who marry or become related will be permitted to continue to work as long as there are no substantial conflicts. Reasonable accommodations will be made when possible in the event a conflict arises.

Introductory (Probationary) Period

The first 45 days of employment are an Introductory Period for both the employee and the Company. However, during and after this period, the work relationship will remain at will.

This time period allows you to determine if you have made the right career decision and for LabCare, Inc. to determine whether your initial work performance meets our needs. Your manager will monitor your work performance, attitude and attendance during this time, and be available to answer any questions or concerns you may have about your new job.

Benefits such as health insurance or bereavement leave do not accrue during this period.

The Introductory Period may be extended at management's discretion.

Job Postings & Promotion

LabCare, Inc. has a job posting program to inform employees of available staff positions. LabCare, Inc. will fill job vacancies whenever possible by promoting qualified employees from within the Company.
To apply for a posted position, an employee must:

- have completed any mandatory Introductory Period at a satisfactory performance level
- meet the minimum requirements for the position, and
- not have received written correction counseling within the past 90 days; employees who have received a verbal warning may also be prohibited from applying.

Employees interested in applying for a posted position should submit a memorandum with an updated resume to Acting supervisor indicating interest in the position. And qualified employees must inform their managers that they have applied for the job. Candidates will be judged on individual performance, conduct, experience, and potential. Length of service, although considered, shall not be the sole determining factor in selecting candidates for promotion.

LabCare, Inc. has the discretion to fill job vacancies from outside if we consider that circumstances call for outside recruitment.

Reference/Background Checks

LabCare, Inc. conducts reference and background checks on all new employees. Employees who have falsified information on their employment applications will be disciplined, which could include termination. Applicants who have provided false information may be eliminated from further consideration for employment. The NYS DOH may require fingerprinting and background checks through the DOJ.

Termination, Resignation and Discharge

General

Unless expressly proscribed by statute or contract, employment with LabCare, Inc. is on an "at will" basis and may be terminated with or without cause or notice. Similarly, employees are free to resign their employment at any time. If at any time it is necessary for an employee to resign his or her employment with the Company, LabCare, Inc. requests at least two weeks notice. Failure to provide notice may lead to forfeiture of other benefits at the discretion of LabCare, Inc..

Any employee who is discharged by LabCare, Inc. shall be paid only wages accrued to the effective date of the separation.

Safety & Emergency

Fire Safety

Every employee is responsible for recognizing potential fire dangers and taking an active role in preventing fires.

Employees are required to observe all OSHA safety requirements and regulations. Flammable materials are to be stored in covered metal containers. Employees should not block any fire doors, fire exits, fire extinguishers, windows or doorways. Review the fire escape routes with management if you have any questions.

Safety

LabCare, Inc. is committed to maintaining a safe and healthy environment for all employees. Report all accidents, injuries, potential safety hazards, safety suggestions and health and safety related issues immediately to your manager.

If you or another employee is injured, contact your supervisor or manager immediately. Seek help from outside emergency response agencies, if needed. Contact information is posted Front Office.

You must complete an Employee's Claim for Worker's Compensation Benefits Form if you have an injury that requires medical attention. If your inquiry does not require medical attention, you must still complete a Supervisor and Employee Report of Accident Form in case medical treatment is later needed and to ensure that any existing safety hazards are corrected. You can obtain the required forms from Acting supervisor.

A federal law, the Occupational Safety and Health Act, requires that we keep records of all illnesses and accidents that occur on the job. OSHA also provides for your right to know about any health hazards which might be present on the job.

In addition, the state Workers' Compensation Act also requires that you report any illness or injury caused by the workplace, no matter how slight. If you do not report an injury, you may jeopardize your right to collect workers' compensation payments as well as health benefits.

You can get the required reporting paperwork from your acting supervisor.

Emergency Measures (Inclement Weather)

We realize that bad weather or hazardous commuting conditions may occasionally make it impossible for employees to report to work on time, particularly in the case of snow.

However, you are expected to make a diligent effort to report to work when conditions have improved. If you determine that you are unable to report to work because of the conditions, inform your supervisor as soon as possible.

If it becomes necessary to shut down the office due to weather or other emergency, every effort will be made to notify employees. If there is a question as to whether the office will be open, call your place of work. If there is no answer within one hour after the normal start time, assume the office is closed.

Communication with Press or Media

Media inquiries in relation to LabCare, Inc. must be handled in accordance with the following guidelines:

Inquiries regarding a specific transaction should be referred to the individual or individuals in charge of the matter; if they are not available, then to an acting supervisor or to Daniel Casacci.

All other inquiries should be referred to , who will respond directly or designate another spokesperson and who will also help draft or direct an appropriate response if necessary.

This policy covers all forms of responses to the media, including off-the-record and anonymous statements.

Software Policy

LabCare, Inc. regulates employees' use of its computer software.

You may not duplicate any licensed software or related documentation for use, either on Company premises or elsewhere, unless expressly authorized to do so by written agreement with the licensor. And you may not provide licensed software to anyone outside the Company. Employees should be aware that the illegal duplication of software may result in the filing of criminal copyright charges by the owners of the copyrights and can subject both the employee and the company to liability.

All software that LabCare, Inc. acquires must be purchased by . Upon delivery, all software must be registered properly by and installed by . You may not load personal software on LabCare, Inc. computers.

Use of Company Communication Systems

LabCare, Inc. reserves the right to access any personal communication without prior notice, employees should not use company systems to transmit any messages or to access any information that they would not want a third party to hear or see. Although incidental and occasional personal use of the company's systems is permitted, any such personal use will be treated the same as all other communications under this policy. However, employees are at all times prohibited from accessing or downloading information from the Internet for personal use.

Telephone Usage

The telephone system (including voicemail) at LabCare, Inc. is the property of the company and is provided for business purposes. LabCare, Inc. may periodically monitor the usage of the telephone systems to ensure compliance with this policy. Therefore, employees should not consider their conversations on the company's telephone system to be private.

Personal Mail

All mail delivered to the company is presumed to be related to company business. Mail sent to you at the company will be opened by the office and routed to your department. If you do not wish to have your correspondence handled in this manner, please have it delivered to your home.

Employee Benefits

Disability Insurance

Employees who have completed any mandatory Introductory Period may qualify for disability insurance coverage, which will be paid for in full by LabCare, Inc.. Please see the specific plan documents for further explanation of this benefit and its tax implications, or contact Human Resources.

Employee Benefits

LabCare, Inc. employees are entitled to a wide range of benefits. A number of the benefit programs -- such as Social Security, workers' compensation, state disability and unemployment insurance -- cover all employees as required by law.

Eligibility for most other benefits depends upon a variety of factors, including employee classification. Your supervisor can identify the programs for which you are eligible. You can find the details of many of these programs in separate written summaries. For more information, contact Acting supervisor.

Some benefit programs require contributions from employees, but many are fully paid by LabCare, Inc.. We reserve the right to add, amend, modify or terminate any employee benefit plans or programs.

Worker's Compensation

LabCare, Inc. provides insurance to compensate for any illness or injury an employee might suffer while working on company premises, traveling on official company business, or attending an activity officially sponsored by the Company. If you become ill or injured, please get medical attention at once.

You must also report the details to your supervisor immediately. And you must complete a report for every injury, no matter how small, to keep the coverage in force and to get any benefits or other compensation to which you may be entitled.

NEUTRALITY AGREEMENT- LABCARE, INC. & LOCAL 338, RWDSU/UFCW

LabCare, Inc. has signed a neutrality agreement with Local 338, RWDSU/UFCW. “LabCare, Inc. agrees to take a neutral approach to unionization of employees. Neutrality means that LabCare, Inc. will neither help nor hinder the Union's organizing effort by, for example, directly or indirectly demeaning by word or deed the Union or its representatives, or directly or indirectly supporting or assisting in any way any person or group who may oppose the Union. LabCare, Inc. agrees not to communicate to any employee that it disfavors the Union or the signing of authorization cards, or that they may suffer adverse consequences for supporting the Union or signing cards. LabCare, Inc. also agrees that it, and its managers, supervisors and other representatives will refer to the Union by name and not as “third party,” “outsider” or in similar manner. The parties will conduct themselves with mutual respect for each other during any organizing effort.”

“In the event that Local 338 attempts to organize LabCare, Inc.’s employees or actually represents the employees at any particular location, then Local 338 hereby promises that it will not at any time covered by the neutrality agreement engage in any picketing, work stoppages, boycotts or any other economic interference with LabCare, Inc.’s business at that location.”

ACKNOWLEDGEMENT OF RECEIPT OF EMPLOYEE HANDBOOK

I have received the current company employee handbook and have read and understand the material covered. I have had the opportunity to ask questions about the policies in this handbook, and I understand that any future questions that I may have about the handbook or its contents will be answered by the Office Manager or his or her designated representative upon request. I agree to and will comply with the policies, procedures, and other guidelines set forth in the handbook. I understand that the company reserves the right to change, modify, or abolish any or all of the policies, benefits, rules, and regulations contained or described in the handbook as it deems appropriate at any time, with or without notice. I acknowledge that neither the handbook nor its contents are an express or implied contract regarding my employment.

I further understand that all employees of the company, regardless of their classification or position, are employed on an at-wi1l basis, and their employment is terminable at the will of the employee or the company at any time, with or without cause, and with or without notice. I have also been informed and understand that no officer, agent, representative, or employee of the company has any authority to enter into any agreement with any applicant for employment or employee for an employment arrangement or relationship other than on an at-will basis and nothing contained in the policies, procedures, handbooks, or any other documents of the company shall in any way create an express or implied contract of employment or an employment relationship other than one on an at-will basis.

Acknowledgement of receipt and understanding

I acknowledge that I have received the LabCare, Inc. Employee Handbook and that I have read and understand the policies.

I understand that this Handbook represents only current policies and benefits, and that it does not create a contract of employment. LabCare, Inc. retains the right to change these policies and benefits, as it deems advisable.

Unless expressly proscribed by statute or contract, my employment is "at will." I understand that I have the right to terminate my employment at any time, with or without cause or notice, and that the Company has the same right. I further understand that my status as an "at will" employee may not be changed except in writing and signed by the President of the Company.

I understand that the information I come into contact with during my employment is proprietary to the Company and accordingly, I agree to keep it confidential, which means I will not use it other than in the performance of my duties or disclose it to any person or entity outside the Company. I understand that I must comply with all of the provisions of the Handbook to have access to and use Company resources. I also understand that if I do not comply with all provisions of the Handbook, my access to Company resources may be revoked, and I may be subject to disciplinary action up to and including discharge.

I further understand that I am obligated to familiarize myself with the Company's safety, health, and emergency procedures as outlined in this Handbook or in other documents.

_____

Signature Date

_____

Please Print Your Name

Attachment

K

RO Application
DOH-5138
Medical Marihuana

Section K: Internet Connectivity

All of LabCare's proposed dispensary and manufacturing facilities are full services by Time Warner Cable. Time Warner has confirmed the available of service at all sites with downstream speeds of 35-50Mbps, and upstream speeds of 5-10Mbps. Attached below is proof from Time Warner of the internet connectivity potential, and our business contact is Daniel Ware at phone number (315) 883-5121.

TIME WARNER CABLE
Business Class

6601 Kirkville Rd
Syracuse, NY 13057
Phone (315)883-5121
www.business.twc.com

June 3, 2015

LabCare Representative,

The following site is considered “On-Network” and serviceable by a minimum of 35Mbps download speed and 10Mbps upload speed.

Proposed “LabCare Rochester Location”
12 Courtney Drive
Fairport, NY 14450

Regards,

Daniel Ware

Account Consultant

Time Warner Cable Business Class
6601 Kirkville Rd| E Syracuse, NY 13057

(315) 883-5121: office

(704) 945-5675: fax

business.twc.com

CE 2.0 MEF CERTIFIED
Time Warner Cable Business Class
1st North American Service Provider
to earn all 8 CE 2.0 Certifications

TIME WARNER CABLE
Business Class

6601 Kirkville Rd
Syracuse, NY 13057
Phone (315)883-5121
www.business.twc.com

June 3, 2015

LabCare Representative,

The following site is considered “On-Network” and serviceable by a minimum of 35Mbps download speed and 10Mbps upload speed.

Proposed “LabCare Tonawanda Location”
2080 Military Road
Tonawanda, NY 14150

Regards,

Daniel Ware

Account Consultant

Time Warner Cable Business Class
6601 Kirkville Rd| E Syracuse, NY 13057

(315) 883-5121: office

(704) 945-5675: fax

business.twc.com

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to earn all 8 CE 2.0 Certifications

TIME WARNER CABLE
Business Class

6601 Kirkville Rd
Syracuse, NY 13057
Phone (315)883-5121
www.business.twc.com

June 3, 2015

LabCare Representative,

The following site is considered “On-Network” and serviceable by a minimum of 35Mbps download speed and 10Mbps upload speed.

Proposed “LabCare Syracuse Location”
416 Grant Blvd.
Syracuse, NY 13206

Regards,

Daniel Ware

Account Consultant

Time Warner Cable Business Class
6601 Kirkville Rd| E Syracuse, NY 13057

(315) 883-5121: office

(704) 945-5675: fax

business.twc.com

CE 2.0 MEF CERTIFIED
Time Warner Cable Business Class
1st North American Service Provider
to earn all 8 CE 2.0 Certifications

LabCare Representative,

TIME WARNER CABLE
Business Class

6601 Kirkville Rd
Syracuse, NY 13057
Phone (315)883-5121
www.business.twc.com

The following site is considered “On-Network” and serviceable by a minimum of 35Mbps download speed and 10Mbps upload speed.

Proposed “LabCare Amherst Location”
35 Crosspoint Road
Amherst, NY 14608

Regards,

Daniel Ware

Account Consultant

Time Warner Cable Business Class
6601 Kirkville Rd| E Syracuse, NY 13057

(315) 883-5121: office

(704) 945-5675: fax

business.twc.com

CE 2.0 MEF CERTIFIED
Time Warner Cable Business Class
1st North American Service Provider
to earn all 8 CE 2.0 Certifications

LabCare Representative,

6601 Kirkville Rd
Syracuse, NY 13057
Phone (315)883-5121
www.business.twc.com

The following site is considered “On-Network” and serviceable by a minimum of 50Mbps download speed and 5Mbps upload speed.

Proposed “LabCare Rome Location”
200 Dominick Street West
Rome, NY 13440

Regards,

Daniel Ware

Account Consultant

Time Warner Cable Business Class
6601 Kirkville Rd| E Syracuse, NY 13057

(315) 883-5121: office

(704) 945-5675: fax

business.twc.com

Time Warner Cable Business Class
1st North American Service Provider
to earn all 8 CE 2.0 Certifications

Attachment

L

RO Application
DOH-5138
Medical Marihuana

Section L: Timeline

"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."

Below is our timeline outlining the estimated timeframe for growing marihuana and through the final product approval phase. While the cycle times of our autoflowering varieties of marihuana are very well regulated in the plants genetics, other factors are less quantifiable. For example, it is difficult to estimate the turnaround time for Wadsworth Center processing and certification approval for finished products. However, our timeline has a built in factor of 20% additional time from when we truly expect products to be ready and available for final testing. This conservative period ensures that if there are any unexpected delays we can still meet or exceed the timeline factors listed below. It is worth noting that autoflowering marihuana cycles are much shorter than non-autoflower sativa or indica varieties without the presence of minor genetic influence of cannabis ruderalis. This dramatically decreases turnaround time to bring fully processed products to market, and prevents product shortages between cycles.

It is also worth noting that when using CO2 extraction the need for curing is non-existent. The act of running dried marihuana through a CO2 extractor removes 100% of the chlorophyll normally found in the plant. The reason for curing is 'normally' to reduce chlorophyll through a natural process of anaerobic bacteria digestion. This works very well when selling flowers or bud, but in the case of NYS, flowers are NOT allowed to be sold. Only extracted oils run through a CO2 containment vessel can be sold, so thus curing is both a tremendous waste of time and completely unnecessary. If curing was included in a timeline, it is a clear demonstration on the part of the potential registered organization that they do not understand the most efficient way to utilize CO2 equipment and/or comply with the NYS DOH regulations.

LabCare's Marihuana Products Timeline

LabCare Marihuana Production And Processing Timeline

	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12
Planting Autoflower Marihuana Seeds	✓											
Vegetative Marihuana Growth Phase	◔	◔	◔	✓								
Flowering Marihuana Growth Phase				◔	◔	◑	◔	◔	✓			
Harvesting, Drying, CO2 Extraction (No Curing)*										✓		
Laboratory Analysis, Testing, Formulation										◔	✓	
Bottling, Labeling, Packaging											◑	✓
Transport And Dispensary Delivery												✓
Wadsworth Center Laboratory Certification										◑	✓	

*Curing is NOT required, as CO2 extraction removes all chlorophyll from oil extractions. No whole flowers for sale in NYS; therefore curing is an unnecessary anaerobic bacterial digestion reduction step.

Legend

Progress	Completed	Confidence Check

Attachment

M

RO Application
DOH-5138
Medical Marihuana

I, Kathleen M. Casacci, confirm that the protocols set forth in our application comply with all applicable state and local laws and regulations relation to the activities in which we intend to engage under the registration. The law set forth by S7923/A6357-E was adopted in July of 2014, and was the framework through which the NYS Department Of Health crafted the medical marihuana program regulations. Those regulations have been carefully adhered to by our application, and our activities will comply with all state laws. These include local zoning, article 33 of the New York State controlled substance law, as well as the Department Of Health's pre-requisites provided in ancillary documents provided with our application. This statement complies with NYS DOH requirement 1004.5(b)(8):

"*a statement that the applicant is able to comply with all applicable state and local laws and regulations relating to the activities in which it intends to engage under the registration*"

STATE OF NEW YORK

LEGISLATURE OF ERIE COUNTY

CLERK'S OFFICE

BUFFALO, N.Y., MAY 14, 2015

TO WHOM IT MAY CONCERN:

I HEREBY CERTIFY, *That at the **10th** Session of the Legislature of Erie County, held in the Legislative Chambers, in the City of Buffalo, on the **fourteenth** day of **May, 2015 A.D.**, a Resolution was adopted, of which the following is a true copy:*

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

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

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

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

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

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

NOW, THEREFORE, BE IT

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

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

REFERENCE: INTRO. 10-3 (2015)

ATTEST

Karen M. McCarthy

KAREN M. McCARTHY
Clerk of the Legislature of Erie County

Article 33 NYS Controlled Substance Law

In order to act as a registered organization LabCare, Inc., Inc. must comply not just with the NYS DOH marihuana program requirements, but also Article 33 of the NYS Controlled Substance Law as required by section *1004.7(c)(ii)*

"compliance by the applicant with local or state laws, or regulations of the department, including but not limited to, with respect to any substance listed in section thirty-three hundred six of the public health"

This section we'll cover those portions of Article 33 relevant, and how LabCare, Inc. intends to meet or exceed NYS controlled substance manufacturer requirements. While medical marihuana is not considered a true controlled substance in some regards for RO's, the ability to comply with existing controlled substance manufacturing laws should be met, if not exceeded. Under each main controlled substance heading, our response to the requirements will be listed in italics below each major point.

§ 3302. Definitions of terms of general use in this article

Except where different meanings are expressly specified in subsequent provisions of this article, the following terms have the following meanings:
4. "Concentrated Cannabis" means
(a) the separated resin, whether crude or purified, obtained from a plant of the genus Cannabis; or
(b) a material, preparation, mixture, compound or other substance which contains more than two and one-half percent by weight of delta-9 tetrahydrocannabinol, or its isomer, delta-8 dibenzopyran numbering system, or delta-1 tetrahydrocannabinol or its isomer, delta 1 (6) monoterpene numbering system.
18. "Institutional dispenser" means a hospital, veterinary hospital, clinic, dispensary, maternity home, nursing home, mental hospital or similar facility approved and certified by the department as authorized to obtain controlled substances by distribution and to dispense and administer such substances pursuant to the order of a practitioner.
19. "License" means a written authorization issued by the department or the New York state department of education permitting persons to engage in a specified activity with respect to controlled substances.
20. "Manufacture" means the production, preparation, propagation, compounding, cultivation, conversion or processing of a controlled substance, either directly or indirectly or by extraction from substances of natural origin, or independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis, and includes any packaging or repackaging of the substance or labeling or relabeling of its container, except that this term does not include the preparation, compounding, packaging or labeling of a controlled substance:

(a) by a practitioner as an incident to his administering or dispensing of a controlled substance in the course of his professional practice; or

(b) by a practitioner, or by his authorized agent under his supervision, for the purpose of, or as an incident to, research, teaching, or chemical analysis and not for sale; or
(c) by a pharmacist as an incident to his dispensing of a controlled substance in the course of his professional practice.
21. "Marihuana" means all parts of the plant of the genus Cannabis, whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin. It does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination.

§ 3306. Schedules of controlled substances

There are hereby established five schedules of controlled substances, to be known as schedules I, II, III, IV and V respectively. Such schedules shall consist of the following substances by whatever name or chemical designation known: Schedule I.
(a) Schedule I shall consist of the drugs and other substances, by whatever official name, common or usual name, chemical name, or brand name designated, listed in this section.
(21) Tetrahydrocannabinols. Synthetic equivalents of the substances contained in the plant, or in the resinous extractives of cannabis, sp. and/or synthetic substances, derivatives, and their isomers with similar chemical structure and pharmacological activity such as the following:
/\1 cis or trans tetrahydrocannabinol, and their optical isomers
/\6 cis or trans tetrahydrocannabinol, and their optical isomers
/\3, 4 cis or trans tetrahydrocannabinol, and its optical isomers
(since nomenclature of these substances is not internationally standardized, compounds of these structures, regardless of numerical designation of atomic positions covered).

Response: While all plant extracts of marihuana fall under part 3306 as a schedule I drug, for the purposes of the NYS DOH program, medical marihuana is not considered a controlled substance. However, this is only within the confines of the NYS DOH medical marihuana program parameters, and only in the case of dispensing to licensed patients. LabCare, Inc. representatives understand the nature of the NYS controlled substance laws regarding marihuana, and will treat is as such in all cases as is prudent and as required by the DOH.

§ 3318. Identification of controlled substances.

1. No controlled substance may be manufactured or delivered within this state in solid or capsule form unless it has clearly marked or imprinted upon each such capsule or solid: (a) an individual symbol or number assigned to the person who manufactured the controlled substance in such form, and (b) a code number or symbol assigned by the commissioner identifying such substance or combination of substances.

Response: LabCare, Inc. will produce all our softgel capsules with printed text on each capsule to indicate both LabCare, Inc. as the manufacturer, and a code explaining the controlled substance (marihuana) content. In addition, each capsule is printed with the dosage of THC or CBD in according to the amount of controlled substance within, to ensure easy visualization for patients.

2. No controlled substance contained within a bottle, vial, carton or other container, or in any way affixed or appended to or enclosed within a package of any kind, and designed or intended for delivery in such container or package to an ultimate consumer, shall be manufactured or distributed within this state unless such container or package has clearly and permanently marked or imprinted upon it:
(a) an individual symbol or number assigned to the person who packaged the controlled substance in such form; and
(b) a code number or symbol assigned by the commissioner identifying such substance or combination of substances.
3. The commissioner shall assign a code number or symbol to each controlled substance, and in his discretion for combinations of substances, so as to provide ready identification of such substance.
Upon application by a manufacturer of controlled substances, the commissioner shall assign to such manufacturer an identifying number or symbol. Wherever possible and practical, the commissioner shall assign code numbers which conform to the national drug code system.

Response: LabCare, Inc. will assign batch lot codes to each of our bottled products with an adjustable

stamping system. We shall use whatever identifying number or symbol combination as provided by the commissioner.

§ 3319. Distribution of free samples

It shall be unlawful to distribute free samples of controlled substances, except to persons licensed pursuant to title III of this article.

Response: LabCare, Inc. will never distribute free samples of marihuana as per this 3319 of article 33 and the marihuana guidelines set forth by the DOH regarding limitations of samples to medical professionals.

§ 3322. Reports and records

1. Persons licensed under this title shall maintain records of all controlled substances manufactured, received, disposed of or distributed by them. The record shall show the date of receipt or delivery, the name and address, and registration number of the person from whom received or to whom distributed, the kind and quantity of substance received and distributed, the kind and quantity of substance produced or removed from the process of manufacture and the date thereof.

Response: LabCare, Inc. will maintain records as required by part 3322, in addition to the more specific DOH requirements for medical marihuana registered organizations.

2. Any person licensed under this title shall prepare and maintain a biennial report setting forth the current inventory of controlled substances, the quantities of controlled substances manufactured or distributed within the state during the period covered by the report and such other information as the commissioner shall be regulation prescribe. Maintaining for inspection a biennial inventory of controlled substances prepared and maintained in compliance with federal statutes and regulations shall be deemed in compliance with this section.

Response: LabCare, Inc. and its facilities will produce biennial reports as required, or in greater frequency as determined is necessary by the DOH. These reports will include inventory of medical marihuana throughout various stages of processing with both physical and digital recording systems.

3. Any person licensed under this title shall forthwith notify the department of any incident involving the theft, loss or possible diversion of controlled substances manufactured or distributed by the licensee.

Response: LabCare, Inc. is committed to diversion control and will notify both the DOH and local law enforcement in the case of theft, less, or any form of diversion. In addition an investigation into the theft or loss will be conducted, including but not limited to review of surveillance footage, personnel inquiries, and any other reasonable response to uncover the cause of the incident.

4. The records and reports required by this section shall be prepared, preserved, or filed in such manner and detail as the commissioner shall by regulation prescribe.

Response: LabCare, Inc. and all its staff will maintain and exceed the video surveillance storage requirements set forth in the medical marihuana regulation guidelines, as well as other forms of data preservation as required.

§3329. Reports and records

1. Persons licensed under this title shall keep records showing the receipt, administration, dispensing, or destruction of all controlled substances and maintain the records in such manner and detail as the commissioner, by regulation, shall require.

LabCare, Inc. has an intuitive and comprehensive software suite that shows full transparency for production, destruction, dispensing, and transfer of medical marihuana. Full system access will be given to the DOH for spot audits at any time.

2. Persons licensed under this title shall submit reports to the department summarizing the activity conducted under the license. Included in such report shall be a detailed inventory of controlled substances, and an accounting for all such substances received or disposed of during the period covered by the report and such other information as the commissioner shall, by regulation, require. Such reports shall be filed with the department at such times as the commissioner may require.

Response: LabCare, Inc. will submit either digital or physical reports, as required the DOH to fully comply with all medical marihuana activities.

§3331. Scheduled substances administering and dispensing by practitioners

Response: In this section some portions do not apply to medical marihuana, such as in the case of veterinarians and other practitioner guidelines. However, some portions may apply to medical marihuana RO packaging and at minimum lend to good manufacturing practices.

4. No such substance may be dispensed unless it is enclosed within a suitable and durable container, and:
(a) Affixed to such container is a label upon which is indelibly typed, printed or otherwise legibly written the following:
(i) the name and address of the ultimate user for whom the substance is intended, or, if intended for use upon an animal, the species of such animal and the name and address of the owner or person in custody of such animal;
(ii) the name, address, and telephone number of the dispensing practitioner;
(iii) specific directions for use, including but not limited to the dosage and frequency of dosage, and the maximum daily dosage;
(iv) the legend, prominently marked or printed in either boldface or upper case lettering: "CONTROLLED SUBSTANCE, DANGEROUS UNLESS USED AS DIRECTED";
(v) the date of dispensing;
(vi) either the name of the substance or such code number assigned by the department for the particular substance pursuant to section thirty-three hundred eighteen of this article;
(b) Such container shall be identified as a controlled substance by either:
(i) an orange label;
(ii) a label of another color over which is superimposed an orange transparent adhesive tape; or
(iii) an auxiliary orange label affixed to the front of such container and bearing the legend, prominently marked or printed "Controlled Substance, Dangerous Unless Used As Directed";
(c) Any label, transparency, or auxiliary label shall be applied in a manner which would inhibit its removal.

Response: **LabCare, Inc. will provide medical marihuana in child proof packaging, as approved by the DOH. All labels will be produced to comply with all data set forth in 3331-4. Labels will be of a strong adhesive bond that will not easily be removed from their child proof prescription containers and be legibly printed. In addition to the requirements above, additional medical marihuana warnings will be included, as per the DOH guidelines for RO's.**

5. No more than a thirty day supply or, pursuant to regulations of the commissioner enumerating conditions warranting specified greater supplies, no more than a three month supply of a schedule II, III or IV substance, as determined by the directed dosage and frequency of dosage, may be dispensed by an authorized practitioner at one time.

Response: LabCare, Inc. will utilize an in-house tracking system that would also correspond and interface the DOH system to ensure no more than a 30 day supply of medical marihuana is issued. Additional guidelines for the 30 day supply, including refilling of prescriptions during the last 7 days of the cycle are listed in greater detail in the marihuana guidelines for RO's that LabCare, Inc. will fully comply with. This also coincides with § 3339 Refilling of prescriptions for controlled substances part 3. Unless an earlier refilling is authorized by the prescriber, no prescription for a controlled substance may be refilled earlier than seven days prior to the date the previously dispensed supply would be exhausted if used in conformity with the directions for use."

6. A practitioner dispensing a controlled substance shall file information pursuant to such dispensing with the department by electronic means in such manner and detail as the commissioner shall, by regulation, require. This requirement shall not apply to the dispensing by a practitioner pursuant to subdivision five of section thirty-three hundred fifty-one of this article.

Response: All dispensing of medical marihuana will be tracked and the data provided electronically to the DOH as required by the commissioner.

§ 3341. Institutional dispensers certificates of approval

1. No institutional dispenser as herein before defined, shall receive, possess or cause controlled substances to be administered or dispensed without first having been issued a certificate of approval authorizing such activity by the commissioner.

Response: LabCare, Inc. will in no way receive, possess, or dispense medical marihuana without a NYS approved DOH issued license.

2. Upon application of an institutional dispenser for a certificate of approval, the commissioner shall issue such certificate if he is satisfied that:
(a) the applicant and its managing officers are of good moral character;
(b) the applicant possesses the necessary land, building, paraphernalia and staff to properly carry on the activities described in the application;
(c) the applicant will be able to maintain effective control against diversion of controlled substances; and
(d) the applicant will be able to comply with all applicable state and federal laws.

Response: Our full application will cover each of the points above in greater depth. LabCare, Inc.'s members are of good moral character and we have provided letters of support and references for your

review. We have the building leases, manufacturing equipment, knowledge, and staffing proposals to carry out the medical marihuana activities required by the DOH for registered organizations. Our security plan exceeds NYS DOH requirements as put forth in its RO guidelines, and is committed to careful diversion control and system maintenance. LabCare, Inc. will further comply and follow all NYS laws and requirements. In addition we'll follow all federal guidelines and laws within the confines of inescapable restrictions on federal marihuana activities. Also under the new regulation guidelines it states "Federal requirements do not include provisions for a medical marihuana program". However, we'll also comply with all federal guidelines that can be adhered to for state run medical marihuana programs. These include careful adherence to the federal "Cole Memo" and other standards as set forth by the Attorney General's office. See Cole Memo Below:

U.S. Department of Justice

Office of the Deputy Attorney General

The Deputy Attorney General

Washington, D.C. 20530

August 29, 2013

MEMORANDUM FOR ALL UNITED STATES ATTORNEYS

FROM: James M. Cole
Deputy Attorney General

SUBJECT: Guidance Regarding Marijuana Enforcement

In October 2009 and June 2011, the Department issued guidance to federal prosecutors concerning marijuana enforcement under the Controlled Substances Act (CSA). This memorandum updates that guidance in light of state ballot initiatives that legalize under state law the possession of small amounts of marijuana and provide for the regulation of marijuana production, processing, and sale. The guidance set forth herein applies to all federal enforcement activity, including civil enforcement and criminal investigations and prosecutions, concerning marijuana in all states.

As the Department noted in its previous guidance, Congress has determined that marijuana is a dangerous drug and that the illegal distribution and sale of marijuana is a serious crime that provides a significant source of revenue to large-scale criminal enterprises, gangs, and cartels. The Department of Justice is committed to enforcement of the CSA consistent with those determinations. The Department is also committed to using its limited investigative and prosecutorial resources to address the most significant threats in the most effective, consistent, and rational way. In furtherance of those objectives, as several states enacted laws relating to the use of marijuana for medical purposes, the Department in recent years has focused its efforts on certain enforcement priorities that are particularly important to the federal government:

- Preventing the distribution of marijuana to minors;
- Preventing revenue from the sale of marijuana from going to criminal enterprises, gangs, and cartels;
- Preventing the diversion of marijuana from states where it is legal under state law in some form to other states;
- Preventing state-authorized marijuana activity from being used as a cover or pretext for the trafficking of other illegal drugs or other illegal activity;

- Preventing violence and the use of firearms in the cultivation and distribution of marijuana;
- Preventing drugged driving and the exacerbation of other adverse public health consequences associated with marijuana use;
- Preventing the growing of marijuana on public lands and the attendant public safety and environmental dangers posed by marijuana production on public lands; and
- Preventing marijuana possession or use on federal property.

These priorities will continue to guide the Department's enforcement of the CSA against marijuana-related conduct. Thus, this memorandum serves as guidance to Department attorneys and law enforcement to focus their enforcement resources and efforts, including prosecution, on persons or organizations whose conduct interferes with any one or more of these priorities, regardless of state law.[1]

Outside of these enforcement priorities, the federal government has traditionally relied on states and local law enforcement agencies to address marijuana activity through enforcement of their own narcotics laws. For example, the Department of Justice has not historically devoted resources to prosecuting individuals whose conduct is limited to possession of small amounts of marijuana for personal use on private property. Instead, the Department has left such lower-level or localized activity to state and local authorities and has stepped in to enforce the CSA only when the use, possession, cultivation, or distribution of marijuana has threatened to cause one of the harms identified above.

The enactment of state laws that endeavor to authorize marijuana production, distribution, and possession by establishing a regulatory scheme for these purposes affects this traditional joint federal-state approach to narcotics enforcement. The Department's guidance in this memorandum rests on its expectation that states and local governments that have enacted laws authorizing marijuana-related conduct will implement strong and effective regulatory and enforcement systems that will address the threat those state laws could pose to public safety, public health, and other law enforcement interests. A system adequate to that task must not only contain robust controls and procedures on paper; it must also be effective in practice. Jurisdictions that have implemented systems that provide for regulation of marijuana activity

[1] These enforcement priorities are listed in general terms; each encompasses a variety of conduct that may merit civil or criminal enforcement of the CSA. By way of example only, the Department's interest in preventing the distribution of marijuana to minors would call for enforcement not just when an individual or entity sells or transfers marijuana to a minor, but also when marijuana trafficking takes place near an area associated with minors; when marijuana or marijuana-infused products are marketed in a manner to appeal to minors; or when marijuana is being diverted, directly or indirectly, and purposefully or otherwise, to minors.

must provide the necessary resources and demonstrate the willingness to enforce their laws and regulations in a manner that ensures they do not undermine federal enforcement priorities.

In jurisdictions that have enacted laws legalizing marijuana in some form and that have also implemented strong and effective regulatory and enforcement systems to control the cultivation, distribution, sale, and possession of marijuana, conduct in compliance with those laws and regulations is less likely to threaten the federal priorities set forth above. Indeed, a robust system may affirmatively address those priorities by, for example, implementing effective measures to prevent diversion of marijuana outside of the regulated system and to other states, prohibiting access to marijuana by minors, and replacing an illicit marijuana trade that funds criminal enterprises with a tightly regulated market in which revenues are tracked and accounted for. In those circumstances, consistent with the traditional allocation of federal-state efforts in this area, enforcement of state law by state and local law enforcement and regulatory bodies should remain the primary means of addressing marijuana-related activity. If state enforcement efforts are not sufficiently robust to protect against the harms set forth above, the federal government may seek to challenge the regulatory structure itself in addition to continuing to bring individual enforcement actions, including criminal prosecutions, focused on those harms.

The Department's previous memoranda specifically addressed the exercise of prosecutorial discretion in states with laws authorizing marijuana cultivation and distribution for medical use. In those contexts, the Department advised that it likely was not an efficient use of federal resources to focus enforcement efforts on seriously ill individuals, or on their individual caregivers. In doing so, the previous guidance drew a distinction between the seriously ill and their caregivers, on the one hand, and large-scale, for-profit commercial enterprises, on the other, and advised that the latter continued to be appropriate targets for federal enforcement and prosecution. In drawing this distinction, the Department relied on the common-sense judgment that the size of a marijuana operation was a reasonable proxy for assessing whether marijuana trafficking implicates the federal enforcement priorities set forth above.

As explained above, however, both the existence of a strong and effective state regulatory system, and an operation's compliance with such a system, may allay the threat that an operation's size poses to federal enforcement interests. Accordingly, in exercising prosecutorial discretion, prosecutors should not consider the size or commercial nature of a marijuana operation alone as a proxy for assessing whether marijuana trafficking implicates the Department's enforcement priorities listed above. Rather, prosecutors should continue to review marijuana cases on a case-by-case basis and weigh all available information and evidence, including, but not limited to, whether the operation is demonstrably in compliance with a strong and effective state regulatory system. A marijuana operation's large scale or for-profit nature may be a relevant consideration for assessing the extent to which it undermines a particular federal enforcement priority. The primary question in all cases – and in all jurisdictions – should be whether the conduct at issue implicates one or more of the enforcement priorities listed above.

As with the Department's previous statements on this subject, this memorandum is intended solely as a guide to the exercise of investigative and prosecutorial discretion. This memorandum does not alter in any way the Department's authority to enforce federal law, including federal laws relating to marijuana, regardless of state law. Neither the guidance herein nor any state or local law provides a legal defense to a violation of federal law, including any civil or criminal violation of the CSA. Even in jurisdictions with strong and effective regulatory systems, evidence that particular conduct threatens federal priorities will subject that person or entity to federal enforcement action, based on the circumstances. This memorandum is not intended to, does not, and may not be relied upon to create any rights, substantive or procedural, enforceable at law by any party in any matter civil or criminal. It applies prospectively to the exercise of prosecutorial discretion in future cases and does not provide defendants or subjects of enforcement action with a basis for reconsideration of any pending civil action or criminal prosecution. Finally, nothing herein precludes investigation or prosecution, even in the absence of any one of the factors listed above, in particular circumstances where investigation and prosecution otherwise serves an important federal interest.

cc: Mythili Raman
Acting Assistant Attorney General, Criminal Division

Loretta E. Lynch
United States Attorney
Eastern District of New York
Chair, Attorney General's Advisory Committee

Michele M. Leonhart
Administrator
Drug Enforcement Administration

H. Marshall Jarrett
Director
Executive Office for United States Attorneys

Ronald T. Hosko
Assistant Director
Criminal Investigative Division
Federal Bureau of Investigation

1. Prescriptions and copies of prescriptions shall be preserved in the following manner: (a) dispensing practitioners filing information electronically pursuant to subdivision six of section thirty-three hundred thirty-one of this article, shall dispose of any electronically recorded information in such manner as the commissioner in consultation with the commissioner of education shall by regulation require; (b) pharmacists dispensing controlled substances upon prescription shall preserve such prescriptions in such manner as the commissioner in consultation with the commissioner of education shall, by regulation, require.

2. Practitioners and pharmacies shall maintain records of all controlled substances received and dispensed in such manner as the commissioner shall, by regulation, require.

Response: LabCare, Inc. will maintain, destroy, and electronically file all prescription information as required by the DOH.

§ 3350. Dispensing prohibition

Controlled substances may not be prescribed for, or administered or dispensed to addicts or habitual users of controlled substances, except as provided by this title or title III.

Response: LabCare, Inc. will interact with the NYS ISTOP program as required by the DOH and follow any habitual user or restriction guidelines as set forth.

§ 3370. Preserving and inspection of records

1. Any record, including prescriptions, required to be kept or maintained by this article shall be preserved for a period of at least five years following the date of the event or transaction recorded, unless a shorter period of time is specifically provided.
2. Such records shall be made available during business hours for inspection and copying by any officer or employee of the department who is charged with the enforcement of this article and to any officer or employee of this state charged with the duty of regulating or licensing of any person who by virtue of such license is authorized to obtain, distribute, dispense or administer controlled substances.
3. Every record, including prescriptions, required to be kept under this article shall be maintained at the premises where the licensed activity is conducted.
4. The department shall cause to be expunged or otherwise destroyed, within five years from the date of receipt thereof, any record of the name of any patient received by it pursuant to the filing requirements of subdivision six of section thirty-three hundred thirty-one, subdivision four of section thirty-three hundred thirty-three, and subdivision four of section thirty-three hundred thirty-four of this article.
5. Electronic prescription records shall be maintained and preserved in accordance with regulations of the commissioner.

Response: LabCare, Inc. will maintain at least five years of event logs and data, unless a longer period is required by the DOH regarding medical marihuana production, sales, and inventory levels. All records will be available during normal business hours and maintained at each dispensary or production facility, depending where the licensed activity is conducted. All prescription records will be available electronically for the commissioner and related staff.

§ 3371. Confidentiality of certain records, reports, and information

1. No person, who has knowledge by virtue of his or her office of the identity of a particular patient or research subject, a manufacturing process, a trade secret or a formula shall disclose such knowledge, or any report or record thereof, except:
(a) to another person employed by the department, for purposes of executing provisions of this article;
(b) pursuant to judicial subpoena or court order in a criminal investigation or proceeding;
(c) to an agency, department of government, or official board authorized to regulate, license or otherwise supervise a person who is authorized by this article to deal in controlled substances, or in the course of any investigation or proceeding by or before such agency, department or board;
(d) to a central registry established pursuant to this article; and
(e) to a practitioner to inform him or her that a patient may be under treatment with a controlled substance by another practitioner.

Response: LabCare, Inc. will maintain the strictest of patient confidentiality, with the exception of as required by the NYS DOH. LabCare, Inc. will not release any patient information to federal authorities, as required by the RO requirements. In addition other parts of our application will cover HIPAA compliant server protocols, staffing protocols, etc.

§ 3371-a. Disclosure of certain records, reports, and information to another state

1. The commissioner is authorized to disclose records, reports and information filed pursuant to sections thirty-three hundred thirty-one and thirty-three hundred thirty-three of this article:
(a) to another state's controlled substance monitoring program or other authorized agency with which the department has established an interoperability agreement, pursuant to judicial subpoena or court order in a criminal investigation or proceeding in that state;
(b) to another state's agency, department, or board with which the department has established an interoperability agreement and which is authorized to regulate, license, register or otherwise supervise a person who is authorized by law to deal in controlled substances, in the course of any investigation or proceeding by or before such agency, department or board;
(c) to another state's controlled substance monitoring program or other authorized agency with which the department has established an interoperability agreement to inform a practitioner in another state that a patient may be under treatment with a controlled substance by another practitioner; or
(d) to another state's controlled substance monitoring program or other authorized agency with which the department has established an interoperability agreement to inform a pharmacy in another state that a person who presents or has presented a prescription for one or more controlled substances at the pharmacy may have also obtained controlled substances at another pharmacy where the circumstances indicate a possibility of drug abuse or diversion, potential harm to the person, or similar grounds under regulations of the commissioner.
2. Records, reports, and information disclosed under the provisions of this section shall be in accordance with regulations promulgated by the commissioner and shall include, but not be limited to:
(a) the authentication of the person requesting such information;
(b) an attestation from the person requesting the information that he or she has authority to request and receive such information, and that such information will only be used consistent with the purpose of the request for such information;
(c) a statement of the purpose of the request for such information
(d) ensuring that such information is, or will be, transmitted in a secure manner.
3. Every agreement under subdivision one of this section shall:
(a) require reciprocity with the department on the part of every other party to the agreement;

(b) guarantee protection for the confidentiality of information disclosed at least as strong as the protections that would apply to the information when in the possession of the department, including remedies for breaches of confidentiality; and
(c) be subject to renewal not less frequently than every two years.

Response: We do not foresee any situation in which records would be required to be shared with other state entities. In the case this portion of the law does occur, LabCare, Inc. will look to the DOH for their record transfer request, and LabCare, Inc. will comply with all portions of NYS controlled substance and DOH laws.

§ 3374. Notification by licensee

Persons licensed or certified pursuant to this article shall be under a continuing duty to promptly notify the department of:
1. Each incident or alleged incident of theft, loss or possible diversion of controlled substances manufactured, ordered, distributed or possessed by such person;
2. Any charge or proceeding brought in any court or before any governmental agency, state or federal, in which it is alleged that the licensee, its employees, subsidiaries, managing officers, or directors has failed to comply with the provisions of the federal controlled substances act or the laws of any state relating to controlled substances.

Response: All cases of theft, loss, or diversion will be swiftly notified to the NYS DOH. In the case of any local, state, or federal allegations against LabCare, Inc.'s licensee, employees, officers, or directors regarding controlled substance breach; notification will immediately be given to the DOH.

§ 3382. Growing of the plant known as Cannabis by unlicensed persons

A person who, without being licensed so to do under this article, grows the plant of the genus Cannabis or knowingly allows it to grow on his land without destroying the same, shall be guilty of a class A misdemeanor.

Response: LabCare, Inc., its employees, and directors, shall under no circumstances grow the genus Cannabis without a state issued DOH license.

Chapter XIII, Part 1004 Compliance

Below are all compliant requirements for each registered organization, and each statement of compliance from myself, Kathleen Casacci, as the applicant for LabCare, Inc.

1004.5 (a) No person or entity shall produce, grow or sell medical marihuana or hold itself out as a New York State registered organization unless it has complied with article 33 of the public health law and this part and is registered by the department.

Response: LabCare, Inc., its employees, and directors, shall under no circumstances grow or sell medical marihuana without compliance with article 33 of the public health law or part 1004.

1004.10 (b)1 dispense approved medical marihuana products from the same location where the marihuana is grown or manufactured.

Response: LabCare, Inc., will not dispense approved medical marihuana products from our production facility.

1004.10 (b) 2 grow marihuana or produce medical marihuana at any site other than a facility or site approved by the department and set forth in the registered organization's registration;

Response: LabCare, Inc., will not grow medical marihuana at any site other than our primary production facility, and only then with DOH approval.

1004.10 (b) 3 distribute products or samples at no cost except as may be allowed by the commissioner;

Response: LabCare, Inc., will not distribute free samples or products.

1004.10 (b) 3 distribute products or samples at no cost except as may be allowed by the commissioner;

Response: LabCare, Inc., will not distribute free samples or products.

1004.10 (b) 4 make substantial alterations to the structure or architectural design of a manufacturing or dispensing facility without prior written approval of the department;

Response: LabCare, Inc., will not make substantial alterations to the structure or architectural design of either manufacturing or dispensing facilities without approval.

1004.10 (b) 5 change the composition of the entity which is the registered organization, including but not limited to, a change in sole proprietor, partner, director, stockholder, member or membership interest of the registered organization without the prior written approval of the department

Response: LabCare, Inc., will not change the composition of the registered organization without department approval

1004.10 (b) 6 materially modify or revise its operating plan, including its policies and procedures related to cultivation, processing, manufacturing, distributing or dispensing policies or procedures, without prior written approval of the department.

Response: LabCare, Inc., will not modify or revise our operating plan without prior written approval by the department.

1004.10 (b) 7 locate a dispensing facility on the same street or avenue and within one thousand feet of a building occupied exclusively as a school, church, synagogue or other place of worship. The measurements in this paragraph of this subdivision are to be taken in straight lines from the center of the nearest entrance of the premises sought to be used as a dispensing facility to the center of the nearest entrance of such school, church, synagogue or other place of worship.

Response: LabCare, Inc., has already established all our potential leasing sites, and all are compliant with the one thousand foot rule. However, if any alternate site is required by the DOH or an ancillary situation occurs, we will continue to remain complaint with section 1004.10 b 7

1004.10 (c) 1 The registered organization shall notify the department in writing at least 120 days prior to the anticipated date of closure of the manufacturing and each dispensing facility.

Response: LabCare, Inc., will notify the department in writing at least 120 days prior to electing to cease operations.

1004.10 (c) 2 Such written notice shall include a proposed plan for closure. The plan shall be subject to department approval in accordance with department protocols, and shall include timetables and describe the procedures and actions the registered organization shall take to:

(i) notify affected certified patients and designated caregivers of the closure;

(ii) properly destroy, transfer or otherwise dispose of all the registered organization's supply of medical marihuana and medical marihuana products;

(iii) maintain and make available to the department all records required to be maintained under this part for a period of five years; and

(iv) maintain compliance with these regulations and any other conditions required by the commissioner until the approved closure date.

Response: LabCare, Inc., will include written notice with a proposed plan for closure, should that ever occur. The plan will include all requirements put forth in 1004.10 C 2 i, ii, iii, iv.

1004.10 (c) 3 A registered organization shall take no action to close a manufacturing and dispensing facility prior to department approval of the plan for closure.

Response: LabCare, Inc., will not take any closing action until department approval for closure.

1004.12 (c) No approved medical marihuana products shall be vaporized or consumed on the premises of a dispensing facility.

Response: LabCare, Inc., has protocols in place to ensure no marihuana production will be vaporized or consumed on the premises of a dispensing facility.

1004.12 (d) No food or beverages shall be consumed by certified patients or designated caregivers on the premises of a dispensing facility, unless necessary for medical reasons.

Response: LabCare, Inc., has protocols in place to ensure no food or beverages will be allowed in the dispensing facilities, unless necessary for diabetics or other medical reasons.

1004.12 (e) Dispensing facilities shall not dispense approved medical marihuana products to anyone other than a certified patient or designated caregiver.

Response: LabCare, Inc., will not dispense medical marihuana products to anyone other than a certified patient or caregiver, and then only within the parameters set forth in the law (30 day supply limits, etc.)

1004.16 Medical marihuana marketing and advertising by registered organizations

(a) All physical structures owned, leased or otherwise utilized by a registered organization, including any dispensing facility, shall:

(1) Restrict external signage to a single sign, with only black and white colors;

(2) Not illuminate, at any time, a sign advertising a marihuana product located on any physical structure;

(3) Not advertise medical marihuana brand names or utilize graphics related to marihuana or paraphernalia on the exterior of the physical structures; and

(4) Not display approved medical marihuana products and paraphernalia so as to be clearly visible from the exterior of a physical structure.

(b) All restrictions listed in subdivision (a) of this section shall apply to any item located on any real property on which a registered organization's physical structures is located.

(c) All restrictions listed in subdivision (a) of this section shall apply to all vehicles owned, leased or utilized by a registered organization.

(d) All advertisements, regardless of form, for approved medical marihuana products that make a statement relating to effectiveness, side effects, consequences, and contraindications shall present a true and accurate statement of such information.

(e) An advertisement does not satisfy the requirement that it presents a "true and accurate statement" of information relating to effectiveness, side effects, consequences, and contraindications if it fails to present a fair balance between information relating to effectiveness, side effects, consequences, and contraindications in that the information relating to effectiveness is presented in greater scope, depth, or detail than is the information relating to side effects, consequences and contraindications, taking into account all implementing factors such as typography, layout, contrast, headlines, paragraphing, white space, and any other techniques apt to achieve emphasis.

(f) An advertisement is false, lacking in fair balance, or otherwise misleading if it:

(1) contains a representation or suggestion that one marihuana brand or form is better, more effective, useful in a broader range of conditions or patients or safer than other drugs or treatments including other marihuana brands or forms, unless such a claim has been demonstrated by substantial scientific or clinical experience;

(2) Contains favorable information or opinions about a marihuana product previously regarded as valid but which have been rendered invalid by contrary and more credible recent information;

(3) Uses a quote or paraphrase out of context or without citing conflicting information from the same source, to convey a false or misleading idea;

(4) Uses a study on persons without a debilitating medical condition without disclosing that the subjects were not suffering from a debilitating medical condition;

(5) Uses data favorable to a marihuana product derived from patients treated with a different product or dosages different from those recommended in New York State;

(6) Contains favorable information or conclusions from a study that is inadequate in design, scope, or conduct to furnish significant support for such information or conclusions; or

(7) Fails to provide adequate emphasis for the fact that two or more facing pages are part of the same advertisement when only one page contains information relating to side effects, consequences and contraindications.

(g) False or misleading information in any part of the advertisement shall not be corrected by the inclusion of a true statement in another distinct part of the advertisement.

(h) An advertisement for any approved medical marihuana product shall not contain:

(1) any statement that is false or misleading;

(2) any statement that falsely disparages a competitor's products;

(3) any statement, design, or representation, picture or illustration that is obscene or indecent;

(4) any statement, design, representation, picture or illustration that encourages or represents the use of marihuana for a condition other than a serious condition as defined in subdivision seven of section thirty-three hundred sixty of the public health law;

(5) any statement, design, representation, picture or illustration that encourages or represents the recreational use of marihuana;

(6) any statement, design, representation, picture or illustration related to the safety or efficacy of marihuana, unless supported by substantial evidence or substantial clinical data;

(7) any statement, design, representation, picture or illustration portraying anyone under the age of 18, objects suggestive of the presence of anyone under the age of 18, or containing the use of a figure, symbol or language that is customarily associated with anyone under the age of 18;

(8) any offer of a prize, award or inducement to a certified patient, designated caregiver or practitioner related to the purchase of marihuana or a certification for the use of marihuana; or

(9) any statement that indicates or implies that the product or entity in the advertisement has been approved or endorsed by the commissioner, department, New York State or any person or entity associated with New York State provided that this shall not preclude a factual statement that an entity is a registered organization.

(i) Any advertisement for an approved medical marihuana product shall be submitted to the department at least 30 business days prior to the public dissemination of the advertisement.

(j) The submitter of the advertisement shall provide the following information to the department in addition to the advertisement itself:

(1) A cover letter that:

(i) provides the following subject line: Medical marihuana advertisement review package for a proposed advertisement;

(ii) provides a brief description of the format and expected distribution of the proposed advertisement; and

(iii) provides the submitter's name, title, address, telephone number, fax number, and email address;

(2) an annotated summary of the proposed advertisement showing every claim being made in the advertisement and which references support for each claim;

(3) verification that a person identified in an advertisement as an actual patient or health care practitioner is an actual patient or health care practitioner and not a model or actor;

(4) verification that a spokesperson who is represented as an actual patient is indeed an actual patient;

(5) verification that an official translation of a foreign language advertisement is accurate;

(6) annotated references to support disease or epidemiology information, cross-referenced to the advertisement summary; and

(7) a final copy of the advertisement, including a video where applicable, in a format acceptable to the department.

(k) Advertising packages that are missing any of the elements in subdivision (j) of this section, or that fail to follow the specific instructions for submissions, shall be considered incomplete. If the department receives an incomplete package, it shall so notify the submitter.

(l) No advertisement may be disseminated if the submitter of the advertisement has received information that has not been widely publicized in medical literature that the use of any approved medical marihuana product may cause fatalities or serious damage to a patient.

(m) A registered organization, its officers, managers and employees shall not cooperate, directly or indirectly, in any advertising if such advertising has the purpose or effect of steering or influencing patient or caregiver choice with regard to the selection of a practitioner, or approved medical marihuana product.

(n) The department may:

(1) require a specific disclosure be made in the advertisement in a clear and conspicuous manner if the department determines that the advertisement would be false or misleading without such a disclosure; or

(2) require that changes be made to the advertisement that are:

(i) necessary to protect the public health, safety and welfare; or

(ii) consistent with dispensing information for the product under review.

Response: LabCare, Inc., will adhere to all marketing requirements put forth under 1004.16 of marketing laws regarding registered organizations. This includes a single black and white site, no inappropriate advertising, or allowing products to be visible from the exterior of the structure. All potential marketing campaigns will first be submitted to the DOH for approval, and all compliance requirements will be carefully followed.

2919 Delaware Avenue - Room 11 • Kenmore, New York 14217 • (716) 877-8804
Fax: (716) 877-1261

Town of Tonawanda
Office of the Supervisor
ANTHONY F. CARUANA

June 3, 2015

Howard A. Zucker,Commissioner
New York State Department of Health
Corning Tower - Empire Plaza
Albany, New York 12237

Dear Commissioner Zucker:

We support the application of LabCare, Inc. for a license under the Compassionate Care Act to provide medical marijuana in New York State. We do so because we have met with Dr. Kathleen Casacci and personally reviewed the application with her.

Our support is based on the professionalism, character and integrity of Dr.Casacci. Her application is very thorough, answering all the questions with a unique understanding of the importance of this issue to the potential clients, the users of medical marijuana, and to the safeguards to the public at large.

As a practicing dentist, Dr. Casacci has a keen understanding of patient care, medical ethics, and business acumen.

We reviewed with her plans for the growing facility which is located on Military Road in the Town of Tonawanda. The facility is in an industrial neighborhood, away from any residential neighborhood.

This building is currently vacant and her plan for the redevelopment will help to create jobs and add new positive economic impact in the Town as well as service the needs of those patients who are in desperate need of the medication.

Sincerely,

Anthony F. Caruana

Anthony F. Caruana, Supervisor
Town of Tonawanda

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