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

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: Nepenthea, LLC

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

2. Name: David Hall, MD 3. Title: member

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

non-managing member

5. Will this person or entity come in 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.

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

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
Northwestern University	Evanston, Illinois	1984	1986	1988	BS
Northwestern University Medical School	Chicago, Illinois	1986	1990	1990	MD

NEW YORK STATE | Department of Health

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

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

Type of Professional License	License Number	Institution Granting License (Mailing Address, Phone, Email)	Effective Date	Expiration Date
Medical License (M.D)	196132	New York State	1994	7/31/15

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

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

Reason For Departure:	
Name of Employer:	
Type of Business:	

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Appendix A:
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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:			

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Medical Marijuana Program
Application for Registration as a Registered Organization

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

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

Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:

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

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:		
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:		
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:		

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.

N/A

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

Signature: [signature]	Date: 5-19-15
Notary Name: [illegible]	Notary Registration Number:
Notary (Notary Must Affix Stamp or Seal)	Date: 05-19-15

Caitri-Y-R-Kissoon
Commission Notary Public
Queens - Nassau County
Lic #01K6495495[illegible] 05-21-17
143-12-97 Ave Jam-NY-11435

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: Nepenthea LLC

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

2. Name: Douglas T. Pardo | 3. Title: Assistant Director of Security

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

The Assistant Security Director is responsible to assure that all Nepenthea LLC. personnel assigned to both the cultivation facility and dispensary locations follow proper internal and NYS DOH Policies and Procedures related to the production, harvesting, processing, storage, shipment, tracking and subsequent distribution of medical marijuana products to patients. Assures that all marijuana products are secure, and deliveries made by the Transportation Team are prompt, and properly accounted for on shipping manifests. Serves as liaison with local police/law enforcement agencies. Manages vendors contracted by the company and supervises training.

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.

N/A

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.

N/A

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
St. Johns University	8000 Utopia Parkway Jamiaca, NY, 11439	08/1977	05/1979	Associates Degree Liberal Arts	1979

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
N/A				

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

Name of Employer: Nassau County Police Department

Type of Business: Police Department / Law Enforcement

Street Address: 1490 Franklin Avenue

City: Mineola | State: New York | Zip Code: 11501

Starting Date of Employment: 07/18/1986 | Ending Date of Employment: 05/17/2015

[redacted]

Position/Responsibilities:

Detective Sergeant assigned to Technical Services Squad. Served as Section Supervisor for three (3) different Detective units staffed by eighteen (18) departmental members simultaneously. Routinely assigned cases to detectives, assured proper handling of evidence and chain of custody, tracked time lines, and certified all casework. Responsible for scheduling, training, and vendor management.

[redacted]

Name of Employer: New York City Police Department

Type of Business: Police Department / Law Enforcement

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

Street Address: 1 Police Plaza		
City: New York	State: New York	Zip Code: 10007
Starting Date of Employment: 07/16/1984	Ending Date of Employment: 07/18/1986	
Name of Supervisor for Reference:	Supervisor Phone Number:	
Position/Responsibilities: Police Officer assigned to the Patrol Division within the confines of the 43 Precinct, Bronx		
[redacted]		
Name of Employer: N/A		
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: N/A		
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: N/A		

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

Appendix A:
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19. Affirmative Statement of Qualifications

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

In 1996, I was promoted to the rank of Sergeant. In 2001, I began a series of assignments as a top Administrative Supervisor. I believe my managerial experience will enable me to be successful in this role.
2001-2006: Designated Commanding Officer of the Identification Section (HQ)
Created policy and authored written procedures for department wide prisoner processing methods. Served as liaison between the courts, DCJS, and other law enforcement agencies nationwide. Managed all aspects of the transition to livescan fingerprint technology as sole Project Manager. I was subsequently named sole Agency Coordinator for eJustice, a DCJS secure internet program that is now deployed department wide.
2006: Designated Administrative Aide for the Chief of Support. Assisted the Chief of Support with all tasks associated with his daily responsibilities. Attended meetings at his request and prepared written correspondences. Conducted audits and managed Capital Projects for the Department. Served as Office Manager and supervised a staff of six (6).
2006-2008: Designated Commanding Officer of Pistol Licensing Bureau. Assigned investigators to perform back ground checks on pistol license applicants, supervised their investigations, certified their casework, and made specific recommendations to the Chief of Department regarding the suitability of each applicant.
2008-2015: Designated Detective Sergeant and Commanding Officer of the Identification Section within Technical Services Squad (DD). Assigned detectives to criminal investigations, supervised the proper handling and tracking of evidence, monitored timelines, and certified casework. Regularly updated the Assistant Commissioner of Police on crime patterns and all aspects of high profile cases.

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: 5.22.15
Notary Name: Natalie Murray [signature]	Notary Registration Number: 01MU6173161
Notary (Notary Must Affix Stamp or Seal)	Date: May 22, 2015

NATALIE MURRAY
Notary Public, State of New York
No. 01MU6173161
Qualified in Kings County
Commission Expires 8/22/15

NEW YORK STATE | Department of Health

Medical Marijuana Program
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Appendix A:
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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: Nepenthe LLC

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

2. Name: Michael Brichman | 3. Title: Member

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

Non managing member

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

15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
St. Georges University School of Medicine	St. Georges, Grenada	1996	2000	MD	6/2000
Indiana University	Bloomington, IN	1991	1995	BA, Biology	12/1995

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
Physician	236836-1	NY State Education Dept. Office of Professions		6/30/16

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

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

Name of Employer:
Type of Business:

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

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

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:
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19. Affirmative Statement of Qualifications

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

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

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: 5/18/15
Notary Name: Alex Diamond	Notary Registration Number: 02D16314561
Notary (Notary Must Affix Stamp or Seal)	Date: 5/18/15

ALEX DIAMOND
NOTARY PUBLIC-STATE OF NEW YORK
No. 02DI6314561
Qualified in Nassau County
My Commission Expires November 10, 2018

Appendix A:
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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: Nepenthea LLC

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

2. Name: Michael F. O'Leary

3. Title: Internal Investigations

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

Responsible for Internal Investigations/Security of Nepenthea LLC.. Responsible for ensuring that the Director of Security, and Assistant Directors of Security, are following proper internal and NYS DOH Policies and Procedures. Also responsible for following and tracking trends and changes within the Medical Marijuana Field, locally and nationally, as well as acting as a liason with Local, State, and Federal law Enforcement agencies.

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: n/a
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
New York Institute of Technology	P.O. Box 8000 Northern Boulevard Old Westbury, NY 11568	1974	1979	Bachelors of Science Degree Criminal Justice	1979

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
n/a				

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

Name of Employer: Nassau County Police Department

Type of Business: Police Department/Law Enforcement

Street Address: 1490 Franklin Avenue

City: Mineola | State: New York | Zip Code: 11501

Starting Date of Employment: 01/1972 | Ending Date of Employment: 07/2009

[redacted]

Position/Responsibilities:

Detective/Homicide Squad
Responsible for entire Homicide Investigations

[redacted]

Name of Employer: n/a

Type of Business:

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: n/a		
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: n/a		
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: n/a		

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: n/a	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.

Relies on his ability to work with and motivate other people.
Experienced in having the responsibility to investigate and manage complex cases
Ability to anticipate a potential problem and take necessary steps to remedy the situation
Conducted joint narcotics investigations with Drug Enforcement Administration (DEA) Melville NY Office
Conducted joint narcotics investigations with New York State Police Bureau of Criminal Investigation (BCI)
Responsible for entire Homicide Investigations
Served as an elected Union Delegate in Both Narcotics Squad and Homicide Squad.
Police Academy Instructor/Lecturer
Guest Lecturer at College Level on related topics concerning Narcotics and Homicides at Nassau Community College, Farmingdale State College, and Dowling College, having registered with the Federal Government with SAM (System for Award Management), obtaining a DUNS (Dun and Bradstreet) number.
Community Service Lecturer at High School Level lecturing on Vietnam and the Vietnam Veterans Memorial.
Life Member of Vietnam Veterans of America
Member of Disabled American Veterans

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: Michael F O'Brien	Date: 21 MAY 2015
Notary Name: Maire B Aquilina	Notary Registration Number: 01AQ6302289
Notary (Notary Must Affix Stamp or Seal)	Date: 5/21/15

MAIRE B AQUILINA
Notary Public - State of New York
NO. 01AQ6302289
Qualified in Suffolk County
My Commission Expires May 5, 2018

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

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: NEPENTHEA, LLC

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

2. Name: DERICK T. GEORGE, MD, MBA | 3. Title: Non-Managing Member

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

Non-Managing Member

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
Adelphi University Sch of Business	1 SOUTH AVE Garden City NY 11530	9/11	12/14	MBA	12/14
New York University Sch of Medicine	550 1st AVE NEW YORK NY 10016	7/84	6/86	MD	6/86
Sophie Davis School of Biomedical Education	160 Convent Ave. New York NY 10031	9/79	6/84	BSc	6/84
[redacted]					

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
NYS Medical License	183881	NYS Dep't of Health	10/31/14	10/31/16
DEA #	[redacted]	FDA		

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

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

Reason For Departure:
Name of Employer:
Type of Business:

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

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:	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

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

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

In 12/14, I completed my MBA @ Adelphi University, School of Business.

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: 5/19/15
Notary Name: Trisha B. Green	Notary Registration Number: 01GR6007700
Notary (Notary Must Affix Stamp or Seal) TRISHA B. GREEN Notary Public, State of New York No. 01GR6007700 Qualified in Suffolk County Commission Expires May 26, 2018	Date: May 19, 2015

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

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

1. Business Name: NEPENTHEA LLC

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

2. Name: Steven J Mansbart

3. Title: Assistant Security Director

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

Assist the Security Director with the implementation of the Nepenthea LLC physical security plan and the management of the Nepenthea security staff. Assist in providing a safe and secure environment for the Company's employees, staff, visitors, patients and the surrounding community. Protect the Company's facilities, physical assets, products, currency and electronic information.

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
Nassau Community College	1 Education Drive Garden City, NY 11530	1983	1984	None	

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.

Name of Employer: NASSAU COUNTY POLICE DEPARTMENT

Type of Business: POLICE DEPARTMENT/LAW ENFORCEMENT

Street Address: 1490 FRANKLIN AVENUE

City: MINEOLA | State: NEW YORK | Zip Code: 11501

Starting Date of Employment: 03/31/1995 | Ending Date of Employment: CURRENTLY EMPLOYED

[redacted]

Position/Responsibilities:

Assigned Precinct Level Uniform Patrol, responsible for overall community safety, threat assessment, crime pattern detection and investigation. Assigned community based plainclothes burglary/street crime enforcement, and anti crime details. Promoted to Detective 2008, and assigned to specialized Technical Services Unit, working in conjunction with local, state, federal agencies as well as District Attorney Office.

[redacted]

Name of Employer:

Type of Business:

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**

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.

I am currently a Police Detective with acute expertise in forensic evidence, related computer utilization, and all aspects of security/police work.

My experience includes employment as a Nassau County Police Officer, where I received extensive training to perform the complete spectrum of police patrol responsibilities: provide overall community safety and security; protect life and property; investigate of crimes and the arrest of perpetrators. I received additional training on the National Incident Management System and Incident Command System; Law Enforcement Prevention/Deterrence of Terrorist Acts; WMD/HazMat First Responder Protective Measures, and Emergency Vehicle Operations. During my assignment as Patrol Officer I received commendations citing "Performance Excellence" and "Officer of the Month". I also received certification as a Field Training Officer, and provided training to several police recruits in police procedures and patrol duties. Based on my patrol experience and accomplishments, I was accepted and transferred to the Latent Fingerprint Section, a specialized investigative support unit to the Detective Division. I received specialized training in forensic evidence security, processing and documentation, accomplishing the designation as Police Detective - Latent Fingerprint Examiner. During my assignment as Latent Fingerprint Examiner I received training in Basic Fingerprint Identifications; Criminal Investigations; Ethics for Forensic Scientists; Certification as SAFIS Latent Print Examiner and Advanced Latent Print Processing. I possess the ability to oversee stringent evidence security/protection policies and procedures to mitigate vulnerabilities, manage crisis and develop strategies for evidence security/protection.

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: 5/26/15
Notary Name: Daniel Murcott	Notary Registration Number: 01MU6292208
Notary (Notary Must Affix Stamp or Seal)	Date: 5-26-15

DANIEL M MURCOTT
Notary Public - State of New York
NO. 01MU6292208
Qualified in Suffolk County
My Commission Expires Nov 4, 2017

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

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: NEPENTHEA, LLC

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

2. Name: PRADEEP BANSAL | 3. Title: MEMBER

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

Non-managing physician member participating in clinical evaluations and research

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 [redacted]

10. Email: [redacted]

11. Residence Address: [redacted]

12. City: [redacted] 13. State: [redacted] 14. ZIP Code: [redacted]

15. Formal Education

Institution	Address	Dates Attended From	Dates Attended To	Degree Received	Date Received
JAWAHARLAL INSTITUTE (J.I.P.M.E.R.)	PONDICHERRY, INDIA 605006	JULY 1974	JAN 1980	MBBS	Dec 1981
M.D. UNIVERSITY	ROHTAK, HARYANA, INDIA	1983	1985	MD (Int. Medicine)	April 1985
NATIONAL HEALTH SERVICE HOSPITALS	UNITED KINGDOM	1985	1990	MRCP (UK)	1986
NEW YORK MEDICAL COLLEGE	LINCOLN MEDICAL CTR. BRONX, NY	1991	1992	Residency in Int. Medicine	1992
MEDICAL COLLEGE OF WISCONSIN	MILWAUKEE, WI	1993	1996	Fellowship in Gastroenterology	1996

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
Physician	192386	NY State Education Dept 89 Washington Ave Albany, NY 12234	1993	indefinite
		(518)474-3852, 3817 [redacted] medbd@nysed.gov		

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

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

Name of Employer:	
Type of Business:	

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: N/A		
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: N/A		
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: N/A		
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: N/A		
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: N/A		
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

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

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.

See Above. 15 year experience in running a physicians practice with over $2 million in annual revenues, 7 yr experience in managing two medical companies with a combined total of over $9 million in annual revenues.

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: 5/18/15
Notary Name: Karen A. Bury	Notary Registration Number: 01BU6154163
Notary (Notary Must Affix Stamp or Seal)	Date: 5/18/15

KAREN A BURY
Notary Public - State of New York
NO. 01BU6154163
Qualified in Nassau County
My Commission Expires 10/23/18

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

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: Jeffrey Martin (Nepenthea LLC)

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

2. Name: Jeffrey Lawrence Martin | 3. Title: member

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

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: [redacted]	
10. Email: [redacted]			
11. Residence Address: [redacted]			
12. City: [redacted]	13. State: [redacted]	14. ZIP Code: [redacted]	
15. Formal Education [redacted]	Dates Attended	Degree	

Institution	Address	From	To	Degree Received	Date Received
Muhlenberg College	Allentown, PA	1986	1990	BS	1990
Stony Brook School of Medicine	Stony Brook NY	1990	1994	M.D	1994

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
M.D.	201859	New York State	8/1/2013	7/31/2017

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

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

Reason For Departure:
Name of Employer:
Type of Business:

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

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:	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

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: 5/19/15
Notary Name: STEPHEN PEDERSEN	Notary Registration Number: 01PE6317435
Notary (Notary Must Affix Stamp or Seal) STEPHEN PEDERSEN Notary Public, State of New York No. 01PE6317435 Qualified in Suffolk County Commission Expires 01/05/2019	Date: 5/19/15

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

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: Nepenthes LLC

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

2. Name: Lawrence Cheng Lin | 3. Title: Member

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

Non-managing member

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

15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
Cornell University	Ithaca, NY	1992	1996	BA	5/96
Tufts University School of Medicine	Boston, MA	1996	2000	MD	5/00

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
Physician	248595	State of New York Education Dept office of the Professions	5/8/08	2/29/16

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

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:		
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

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

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

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: 6/1/15
Notary Name: Alex Diamond	Notary Registration Number: 02D16314561
Notary (Notary Must Affix Stamp or Seal) ALEX DIAMOND NOTARY PUBLIC-STATE OF NEW YORK No. 02DI6314561 Qualified In Nassau County My Commission Expires November 10, 2018	Date: 6/1/15

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

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

1. Business Name: Nepenthea LLC

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

2. Name: Jules E. Garbus

3. Title: Member

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

Member of the organization

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 [redacted]

10. Email [redacted]

11. Residence Address: [redacted]

12. City: [redacted] 13. State [redacted] 14. ZIP Code: [redacted]

15. Formal Education

Institution	Address	Dates Attended From	Dates Attended To	Degree Received	Date Received
Brandeis University	Waltham, MA	1986	1990	BA	5/1990
Chicago Medical School	North Chicago, IL	1990	1994	MD	6/1994
Hofstra Law School	Hempstead< NY	2014	2015	Certificate in Clinical Bioethics	5/2015

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
Medicine	206508	New York State Education Department Office of The Professions	4/1997	Current

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:	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

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: [signature]	Date: 6/2/15
Notary Name: Susan Felicione	Notary Registration Number: 01FE6276851
Notary (Notary Must Affix Stamp or Seal)	Date: 6/2/15

SUSAN FELICIONE
Notary Public, State of New York
No. 01FE6276851
Qualified in Nassau County
Commission Expires 02/25/2017

[signature]

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

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: Nepenthea, LLC

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

2. Name: Lloyd Groveman | 3. Title: Member

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

Non-managing Member.

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

15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
New York University - Polytechnic School of Engineering	333 Jay Street, Brooklyn, NY	9/82	6/86	Bachelor of Science in Computer Science w/Honors	6/86
Columbia University - School of Business	116th St and Broadway, NY, NY	9/92	6/96	MBA in Finance w/Honors	6/96

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

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:		

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: 9/08 To: Current	Name and Address of Business: AHRC Nassau, Brookville, NY	
Business Type: Non-Profit	Office Held/Nature of Interest: Board member	☑ open ☐ closed ☐ proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		

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

From: 6/8 To: 6/12	Name and Address of Business: Schneider/Cohen Children's Hospital at North Shore University/Long Island Jewish Hospital, Manhasset, NY 11030	
Business Type: Non-profit	Office Held/Nature of Interest: Board member	☑ open ☐ closed ☐ proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		

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

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

19. Affirmative Statement of Qualifications

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

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

Signature: [signature]	Date: 5/27/15
Notary Name: Karen E. Rosen	Notary Registration Number: 01R06242530
Notary (Notary Must Affix Stamp or Seal) KAREN E ROSEN NOTARY PUBLIC STATE OF NEW YORK NASSAU COUNTY LIC. #01RO6242530 COMM. EXP. JUNE 6, 2015 Karen E. Rosen	Date: 5-27-15

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

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: Napantuca LLC

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

2. Name: Steven D Rubin | 3. Title: M.D

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

Medical physician - responsible for evaluation of controlled use of marijuana + its efficacy in medical disease states. Contribution of narration/dispensing medical marijuana under the guidance and control of NYS DOH

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 MD	

Institution	Address	From	To	Degree Received	Date Received
SUNY Albany	Albany, NY	9/81	5/85	B.A psychology	5/85
St Georges University School of Med	Grenada, West Indies	9/85	5/90	MD	5/90
Lenox Hill Hospital	Manhattan, NY	7/90	5/93	Intern MD	5/93
Lenox Hill Hospital	Manhattan, NY	6/93	5/95	Psychiatry	5/95

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
M.D	193662	NYS	7/93 to ~~Present~~	

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

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

Type of Business:

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

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:		
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:		
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

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.

Board Physician with 16 yrs of ownership, advisory, direction of growth, operations of 17+ employees in specialty of gastroenterology

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: 5/21/2015
Notary Name: Judi Schultz	Notary Registration Number: #01SC6189055
Notary (Notary Must Affix Stamp or Seal)	Date: May 22nd, 2015

JUDI SCHULTZ
Notary Public - State of New York
NO. 01SC6189055
Qualified in Nassau County
My Commission Expires 06/23/2016

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

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: Alan S. Lipp, M.D.

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

2. Name: Alan S. Lipp, M.D. | 3. Title: M.D.

4. Briefly describe the role of this person or entity in the proposed registered organization:
I will be an owner of the RO and will sit on the Board of Directors I will use my experience as an owner and director of a successful Article 28 ambulatory endoscopy center to assist and provide guidance in the operations of the RO. I will use my expertise as a physician with over 20 years of experience to help with research projects so that we can better understand the benefits of medical Marijuana.

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

15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
Univ. of Miami School of Medicine	Miami, FL	8/88	5/92	M.D.	5/9/92
Univ. of Miami	Coral Gables, FL	8/86	8/88	B.S.	6/23/89

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
Medicine and Surgery	193508	The University of the State of New York Education Department Albany, NY	8/26/93	10/31/15

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

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

Reason For Departure:
Name of Employer:
Type of Business:

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

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

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.

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

I am a gastroenterologist in practice in [redacted] years. I have a special interest in inflammatory bowel disease. I am excited to help run research projects to learn more about how medical marijuana can be of benefit to patients with IBD and other conditions.

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: [redacted]	Date: 5/26/15
Notary Name: Mary Hamel	Notary Registration Number: 01HA6182869
Notary (Notary Must Affix Stamp or Seal) MARY HAMEL Notary Public, State of New York No. 01HA6182869 Qualified in Nassau County My Commission Expires March 10, 2016 [redacted]	Date: 5/26/15.

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

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: Nepenthea

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

2. Name: ROBERT W. HARRIS | 3. Title: BISHOP / PASTOR

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

DIRECTOR; I will bring my expertise as a Clergyman to provide ethical guidance.

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 B S		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
Brooklyn College	Bedford Ave. Brooklyn, NY	1964	1968	A A S	1968
John Jay College of Criminal Justice	West 58 ST. NYC	1968	1974	B.S.	1975
F B I	Quantico Virgina	1984	1984	Diplomas	1984
Church of Christ Arnon College	Chicago, NYC	1982	1986	BA in Divinity	1986

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
firearm	[redacted]	NASSAU County Police Dept.	1986	2017
Notary License		NY State		
Drivers	[redacted]	NY State		

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. Police Chaplain

Name of Employer: NASSAU County Police Dept.

Type of Business: Police

Street Address: 1490 Franklin Ave.

City: Mineola | State: NY | Zip Code:

Starting Date of Employment: 1988 | Ending Date of Employment: Current

[redacted]

Position/Responsibilities:
Counsel Police officers, Attend Ceremonies, Funerals & Hospital visits

Reason For Departure: Present

[redacted]

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

[redacted]

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? ☑ Ye

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

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:		
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:		
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

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.

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

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: May 28, 2015
Notary Name: DEBORA G. NOBEL	Notary Registration Number: 02NO4743949
Notary (Notary Must Affix Stamp or Seal) DEBORA G. NOBEL Notary Public, State of New York No. 02NO4743949 Qualified in Nassau County Commission Expires March 30, 2019	Date: May 28, 2015

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

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

1. Business Name: Nepenthea LLC

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

2. Name: Paul Bigilin

3. Title: Security Director

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

The Security Director is tasked with providing a safe and secure environment for the employees, staff, visitors, (patients, caregivers, vendors etc.) of Nepenthea LLC, and the surrounding community. The Security Director must also oversee the protection of the company's facilities, physical assets, products, currency, and electronic information.

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: n/a
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
Nassau Community College	1 Education Dr, Garden City, NY 11530	09/84	06/86	Associate in Science Degree Criminal Justice	06/86
Long Island University C.W. Post Campus	720 Northern Blvd, Greenvale, NY 11548	10/89	06/96	Bachelor of Arts Degree Criminal Justice	05/96

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
n/a				

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

Name of Employer: Nassau County Police Department

Type of Business: Police Department/Law Enforcement

Street Address: 1490 Franklin Avenue

City: Mineola | State: New York | Zip Code: 11501

Starting Date of Employment: 05/1993 | Ending Date of Employment: Still Employed

[redacted]

Position/Responsibilities:

Current Rank Police Detective. Started out working Street patrol. Worked my way up to numerous plainclothes and anticrime details .Advanced to Youth Patrol in 1998; taught classes to middle school students on Drug Education, Duties also included plainclothes youth patrol in high-risk/high-crime areas. Promoted to Detective in 2000. Currently lead Detective in Technical Service Bureau.

Reason For Departure: Still Employed/ Will Retire Effective Immediately if RO License is granted.

[redacted]

Appendix A:

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

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

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

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

From: n/a 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: n/a 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: n/a 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.

I possess extensive experience and expertise in hands-on leadership of security/safety protocols and investigation/law enforcement procedures. Comprehensive knowledge and understanding of maintaining a secure facility with limited access control; money escorts; receiving, evaluating, documenting, securing, and identifying evidence/packages; crime prevention; counter surveillance/threat assessment of public safety; conducting security/safety surveys of schools & businesses; and securing documentation and transporting of evidence, highly sensitive materials, and documents. Accessioning Expertise related to Transport and Final Product Testing.
Youth Level Soccer Coach/Trainer/Director of Coaching since 1984.
Massapequa Soccer Club Executive Board Member (2005-2007) Volunteer
Massapequa Soccer Club Squirts U5 Program Developer/Coordinator (2009-2013) Volunteer
Long Island Junior Soccer League Special Advisory Committee Volunteer
Eastern New York Youth Soccer Association State ODP Boys South Coordinator Volunteer
Long Island Junior Soccer League Premier League Committee Member Volunteer
Adelphi University Women's Soccer Recruit/Player Scout/Evaluator Volunteer
ENYYSA Boys South ODP Assistant Coordinator Volunteer
Massapequa Soccer Club Top Soccer Special Needs Program Volunteer
Massapequa International Baseball League Coach/Volunteer
Massapequa Coast Baseball League Coach/Volunteer

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: 5/22/2015
Notary Name: Teresa M Cruz	Notary Registration Number: 01CR6298839
Notary (Notary Must Affix Stamp or Seal)	Date: 5/22/2015

TERESA M. CRUZ
Notary Public, State of New York
No. 01CR6298839
Qualified in Nassau County
Commission Expires March 17, 2018

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

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: NEPENTHEA

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

2. Name: DR Robert S Widom | 3. Title: RABBI - DIRECTOR

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

As a director, I hope to provide Ethical and moral Guidance

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

15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
NEW YORK UNIVERSITY	70 WASHINGTON SQUARE SOUTH N.Y.C	1952	1956	BACHELOR OF ARTS	JUNE 1956
HEBREW UNION College. Jewish INST. of Religion	40 West 68th St NYC	1956	1960	MASTERS OF ARTS	June 1960
HUC-JIR	40 West 68th St NYC	1956	1961	ORDINATION RABBINICAL DEGREE	June 1961
HUC-JIR	40 West 68th St NYC.	1961	1966	DOCTOR OF Hebrew Letters	June 1966

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
ORDAINED Rabbi		Hebrew Union College – Jewish Institute of Religion	June 1961	

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

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

Reason For Departure:
Name of Employer:
Type of Business:

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

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

N/A

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:	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:		
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

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.

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

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: Robert S. Weiss	Date: MAY 28, 2015
Notary Name: HOWARD R BIRNBACH	Notary Registration Number:
Notary (Notary Must Affix Stamp or Seal) HOWARD R. BIRNBACH NOTARY PUBLIC, STATE OF NEW YORK NO. 4853358 QUALIFIED IN NASSAU COUNTY COMMISSION EXPIRES 11/30/15	Date: May 28, 2015

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

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

1. Business Name: Nepenthea LLC

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

2. Name: Joseph A. Quagliata

3. Title: Chairman of the Board

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

The principal role of the Chairman of the Board is to manage and provide leadership to the Board of Directors. The Chairman is accountable to the Board and the Management of the company through the Chief Executive Officer. The Chairman acts as the communicator of Board Decisions when appropriate.

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
St. Johns University	Jamaica, NY	1963	1967	BBA	6/1967

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

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

Name of Employer:

Type of Business:

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

From: 2000 To: Present	Name and Address of Business: Hospital Association of NYS, One Empire Drive Rensselaer, NY 12144	
Business Type: Healthcare Advocacy	Office Held/Nature of Interest: Member-Board of Directors	☑ open ☐ closed ☐ proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		
From: 1998 To: 2012	Name and Address of Business: South Nassau Community Hospital, One Healthy Way Oceanside, NY 11572	
Business Type: Provider of Healthcare Services	Office Held/Nature of Interest: [redacted]/Board Member	☐ open ☑ closed ☐ proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable: NYS DOH		
From: 1998 To: 2012	Name and Address of Business: Nassau Suffolk Hospital Council Melville, NY	
Business Type: Healthcare Advocacy	Office Held/Nature of Interest: Member-Board of Directors	☐ 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: [signature]	Date: 5/9/15
Notary Name: [signature]	Notary Registration Number: FF 203006
Notary (Notary Must Affix Stamp or Seal) CAROLINA PERELLO Commission # FF 203006 My Commission Expires February 24, 2019	Date: 5/9/15

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

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: Nepenthea LLC

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

2. Name: Christopher Etts

3. Title: COO

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

The COO (Chief Operating Officer) position will be responsible for the daily operation of Nepenthea and its employees. The COO will also be responsible to routinely report to the CEO.

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.

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

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

7. Has this person or entity been convicted of a felony or had any type of registration or license suspended or revoked in any administrative or judicial proceeding?
☐ Yes ☑ No

If the answer to either of these questions is "Yes," a statement explaining the circumstances of the felony, suspension or revocation must be provided below.

8. Phone: [redacted]			9. Fax: [redacted]		
10. Email: [redacted]					
11. Residence Address: [redacted]					
12. City: [redacted]		13. State [redacted]		14. ZIP Code: [redacted]	
15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
Suffolk Community College	533 college Road, Selden, NY	1986	1988		
Suffolk Community College	533 college Road, Selden, NY	1999	2001		

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

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

Reason For Departure:
Name of Employer:
Type of Business:

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

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: Christopher Etty	Date: 5/18/2015
Notary Name: Robert G. Bruechert	Notary Registration Number: 02BR5040138
Notary (Notary Must Affix Stamp or Seal) Robert G Bruechert ROBERT G. BRUECHERT Notary Public, State of New York No. 02BR5040138 Qualified Nassau County Commission Expires 3/6/19	Date: 5/18/2015

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

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

1. Business Name: Nepenthea LLC

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

2. Name: Michael J. Driscoll

3. Title: Chief Financial Officer

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

Responsible for all the financial functions of the firm including budgets, costs, strategic planning, and financial forecasts.

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
University of Pennsylvania	3700 Market St Philadelphia, PA	08/12	05/14	Doctor of Education	05/14
Adelphi University	1 South Ave Garden City, NY 11530	09/84	01/90	MBA	01/90
SUNY Maritime College	Fort Schuyler,Bronx, NY	08/78	05/82	BS	05/82

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

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
Third Officer United States Merchant Marine		US Coast Guard	05/82	05/87
Securites Licenses Series 3,4,7,8,15,24,55		New York Stock Exchange National Association of Securities Dealers		

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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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:		

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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:	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:		
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:		
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:		

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19. Affirmative Statement of Qualifications

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

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

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: 8 MAY 2015
Notary Name:	Notary Registration Number: 01ME5028435
Notary (Notary Must Affix Stamp or Seal)	Date: May 8 2015

PETER J. MERCALDO
Notary Public - State of New York
No. 01ME5028435
Qualified in Nassau County
My Commission Expires 5/31/2018

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

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

1. Business Name: Nepenthea LLC

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

2. Name: Charles A. Todaro, CPA	3. Title: Chief Executive Officer

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

Duties will include reporting to the board, overseeing the design, variety, and quality of plants and product; developing the yearly budget for board approval; managing company resources within budget guidelines according to current law and regulations; communicating with and acting as the spokesperson for the company with the public, including all media, and the company's management and employees; representing the company at the activities of, and acting as liaison for the company in connection with civic, trade, and other organizations and associations at the local, state, and national level.

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

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☐ 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
St. John's University	8000 Utopia Parkway Queens, NY 11439	09/1983	05/1987	Bachelor of Science, Accounting	05/1987

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
Certified Pulbic Accountancy	073376	New York State Department of Education	4/18/1995	09/2016

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

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

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:		
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:		
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

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: 6/3/15
Notary Name: Alex Diamond	Notary Registration Number: 02D16314561
Notary (Notary Must Affix Stamp or Seal) ALEX DIAMOND NOTARY PUBLIC-STATE OF NEW YORK No. 02DI6314561 Qualified in Nassau County My Commission Expires November 10, 2018	Date: 6/3/15

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

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: NEPENTHEA LLC

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

2. Name: DEAN P. PAPPAS

3. Title: Chief Medical Officer

4. Briefly describe the role of this person or entity in the proposed registered organization:
MEMBER of Executive TEAM engaged in defining the overall business strategy and direction of the company, CMO will oversee all research activities of the company

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

15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
SUNY Binghamton	Binghamton NY	86	90	BA-Psychology BS-Biology	5/1990
SUNY Stony Brook	Stony Brook NY	90	94	MD Medical Doctor	6/1994
Adelphi University	Garden City, NY	2011	2014	MBA Masters of Business Administration	12/2014

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
MEDICINE	205432-1	NEW York State Education Dept - Office of the Professions	1/6/1997	6/30/2016

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

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: 5/13/2015
Notary Name: Susan Felicione	Notary Registration Number: 01FE6276851
Notary (Notary Must Affix Stamp or Seal) **SUSAN FELICIONE** **Notary Public, State of New York** **No. 01FE6276851** **Qualified in Nassau County** Commission Expires 02/25/2017 Susan Felicione	Date: 5/13/15

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

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: Nepenthea LLC

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

2. Name: Kimsie Jacob Cohen-Kark | 3. Title: MP Non managing member

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

Non Managing member

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

15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
Oxford College of Emory University	110 Few Cir Oxford, GA 30054	1992	1994	AA	5/94
Emory College	201 Dowman Dr Atlanta, GA 30322	1994	1996	BS	5/96
New York Medical College	40 Sunshine Cottage Road Valhalla NY 10595	1996	2000	MD	5/00

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
Physician	247365	State of New York Education Dept office of the profession	4/24/08	8/31/16

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

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

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:	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

19. Affirmative Statement of Qualifications

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

I am a physician in private practice and responsible for all aspects of the business including financial administrative at operation. associated with the practice.

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: 6/1/15
Notary Name: Alex Diamond	Notary Registration Number: 02D16314561
Notary (Notary Must Affix Stamp or Seal) ALEX DIAMOND NOTARY PUBLIC-STATE OF NEW YORK No. 02DI6314561 Qualified in Nassau County My Commission Expires November 10, 2018	Date: 6/1/15

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

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: Nepenthea LLC.

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

2. Name: BIMAL MASSAND M.D | 3. Title: ~~Member~~

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

Member of CRAG (Clinical Research Advisory Group)
Non managing member.

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.

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

7. Has this person or entity been convicted of a felony or had any type of registration or license suspended or revoked in any administrative or judicial proceeding?
☐ Yes ☒ No

If the answer to either of these questions is "Yes," a statement explaining the circumstances of the felony, suspension or revocation must be provided below.

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

15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
Maulana Azad Medical College	New Delhi INDIA	7/81	12/86	M.D	3/87
Adelphi University	Garden City NY	8/04	Current	M.B.A candidate	12/16 projected

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
Medicine & Surgery	187539	NYS		

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

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

Name of Employer:
Type of Business:

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

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.

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: 5/13/15
Notary Name: Lori LaMacchia	Notary Registration Number: 52-4694511
Notary (Notary Must Affix Stamp or Seal)	Date: 5/13/15

LORI LA MACCHIA
NOTARY PUBLIC, STATE OF N.Y.
SUFFOLK COUNTY NO. 52-4694511
COMMISSION EXPIRES JUL 31,2017

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

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: Nepenthea LLC

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

2. Name: Barry Fein

3. Title: Member

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

Non Managing Member

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
Boston University	Boston, MA	9/88	6/92	Business Degree Administration	6/92

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

Reason For Departure:
Name of Employer:
Type of Business:

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

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: [signature]	Date: 5/26/15
Notary Name: Donna White	Notary Registration Number: 01WH6309529
Notary (Notary Must Affix Stamp or Seal)	Date: 5-26-15

DONNA WHITE
No. 01WH6309529
Notary Public, State of New York
Qualified in Suffolk County
My Commission Expires 08/11/2018

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

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: Nepenthea, LLC

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

2. Name: Mitchell Chorost, MD, FACS

3. Title: Member

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

Non-managing Member.

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

15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
SUNY Binghamton	Binghamton, NY	9/85	5/89	BS- Biology	5/89
UMDNJ- NJ Medical School	Newark, NJ	9/89	5/93	MD	5/93
SUNY Stony Brook	Stony Brook, NY	7/93	7/98	General Surgery Residency	7/98
Roswell Park Cancer Institute	Buffalo, NY	7/98	7/2000	Surgical Oncology Fellowship	7/2000

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

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

Type of Professional License	License Number	Institution Granting License (Mailing Address, Phone, Email)	Effective Date	Expiration Date
MD	205781	NY State Education Department, Office of the Professions	2/7/97	04/16

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

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

N/A

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

Signature: M. Chorost	Date: 5/27/15
Notary Name: Karen E. Rosen	Notary Registration Number: 01R06242530
Notary (Notary Must Affix Stamp or Seal)	Date: 5-27-15

KAREN E ROSEN
NOTARY PUBLIC STATE OF NEW YORK
NASSAU COUNTY
LIC. #01RO6242530
COMM. EXP. JUNE 6, 2015

Karen E. Rosen

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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: Nepenthea LLC

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

2. Name: Dr. Sunil Abrol

3. Title: Member

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

Non-Managing Member

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."

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If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.

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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
Maulana Azad Medical College	Bahadurshah Zafar Marg, New Delhi, India	1981	1985	MB,BS	1986
Maulana Azad Medical College	Bahadurshah Zafar Marg, New Delhi, India	1988	1990	Masters in Surgery	1991

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Type of Professional License	License Number	Institution Granting License (Mailing Address, Phone, Email)	Effective Date	Expiration Date
Medical licence	247664	DOH NY State	April2015	April2017

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

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

Reason For Departure:
Name of Employer:
Type of Business:

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

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

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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:	
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Position/Responsibilities:		
Reason For Departure:		

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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

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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: 5/16/15
Notary Name: Kathleen Ford	Notary Registration Number: NO. 01 F06316121
Notary (Notary Must Affix Stamp or Seal) KATHLEEN FORD NOTARY PUBLIC, State of New York No. 01FO6316121 Qualified in Nassau County Commission Expires December 08, 20 18	Date: 5-16-15

NEPENTHEA

SCHEMATIC DESIGN

FACILITY RENOVATION

555 N. RESEARCH PLACE
CENTRAL ISLIP, NEW YORK 11722

DRAWING LIST

MEP-1	GENERAL NOTESAND CODE COMPLIANCE SUMMARY
M-2	HVAC EQUIPMENT LOCATION
M-3	AIR DEVICE TYPICAL IN GROW ROOMS
M-4	CHILLED WATER DIAGRAM AND NARRATIVE SYSTEM OPERATION
M-5	HEATING HOT WATER DIAGRAM AND NARRATIVE SYSTEM OPERATION
M-6	AIRFLOW DIAGRAM AND NARRATIVE SYSTEM OPERATION
P-7	NATURAL GAS DIAGRAM AND NARRATIVE SYSTEM OPERATION
P-8	RO SYSTEM DIAGRAM AND NARRATIVE SYSTEM OPERATION
P-9	WASTE RECLAMATION SYSTEM DIAGRAM AND NARRATIVE SYSTEM OPERATION
E-10	POWER ONE LINE DIAGRAM (PHASE I)
E-11	POWER ONE LINE DIAGRAM (PHASE II)
M-12	HVAC SPECIFICATIONS
E-13	ELECTRICAL SPECIFICATIONS
P-14	PLUMBING SPECIFICATIONS
SP-15	SPRINKLER SPECIFICATIONS
FA-16	FIRE ALARM SPECIFICATIONS

The intent of this set of construction documents is to provide a complete and properly functioning space to be utilized for its designed purpose. The general contractor, construction manager, sub-contractor(s), supplier(s), and vendor(s) shall provide all labor and materials necessary to achieve a finished product capable of receiving a certificate of occupancy. Each contractor is obligated to examine the plans and if necessary, visit the site(s), so to be familiar with the actual conditions and requirements of the project. Any alleged discrepancies, ambiguities or unknowns, shall be immediately called to the attention of Combined Resources Consulting & Design, Inc., so that the matter may be resolved prior to the submission of a bid proposed. Each contractor, by submission of their bid, shall acknowledge that these documents are an adequate definition of the scope of work. Additional cost claims, based on any deficiency of construction documents, actual or not, will not be considered.

No	Submission	Date
–	ISSUED FOR SCHEMATIC DESIGN	6/3/15

Engineer:
DAVID LAUREN ASSOCIATES, LTD
GARY M. RODOLITZ, P.E.
92 NEPTUNE AVENUE
WOODMERE, NEW YORK 11598
WWW.DAVIDLAURENASSOCIATES.COM
516-456-1020 (T) 516-374-0601 (F)

Architect:
COMBINED RESOURCES CONSULTING AND DESIGN, INC.
30 NEWBRIDGE RD., SUITE 104
EAST MEADOW, NY 11554
P.516.644.2828 F.516.644.2820

Project / Owner:
NEPENTHEA

Location:
555 N. RESEARCH PLACE
CENTRAL ISLIP, NEW YORK

Drawing:
TITLE SHEET

Initial Dwg Date: 05/12/2015	Drawn By: JM
Job No.: 15-116	Chk By: GR
Scale: As Noted	PG OF
Dwg No: TS-1	Seal & Sign:

This drawing and its contents, including but not limited to all potentable features, separately or collectively shown, constitute the original and unpublished property of DLA. This drawing may not be disclosed, reproduced in whole or part or employed for any purpose other than specifically permitted by written consent of DLA and is loaned subject to return on demand.

GENERAL HVAC NOTES

A. THE CONTRACTOR SHALL FURNISH AND INSTALL ALL MEP SYSTEMS COMPLETE WITH ALL EQUIPMENT, PIPING, INSULATION, CONTROLS, ACCESSORIES AND ASSOCIATED WORK IN ACCORDANCE WITH THE NEW YORK STATE BUILDING CODES AND WITH ALL AUTHORITIES HAVING JURISDICTION, AND THESE SPECIFICATIONS.

B. THE WORK SHALL INCLUDE ALL LABOR, MATERIALS, EQUIPMENT AND SERVICES TO COMPLETE THE SYSTEM AND PROVIDE THE OWNER WITH A FULLY OPERATIONAL SYSTEM.

C. ALL WORK SHALL BE PROPERLY COORDINATED WITH OTHER TRADES AND EXISTING CONDITIONS TO AVOID CONFLICT.

D. ALL NECESSARY CUTTING AND PATCHING IN FLOOR SLABS, WALLS CEILINGS AND ROOF FOR THE HVAC WORK SHALL BE PERFORMED BY THIS CONTRACTOR. RESTORE TO MATCH EXISTING CONDITIONS.

E. CUTTING AND DRILLING

1. DO CUTTING AND DRILLING OF EXISTING FLOORS WALLS, PARTITIONS, CEILINGS, ROOF AND LIKE FOR INSTALLATION OF NEW WORK SHOWN, INCLUDING CUTTING OF HOLES AND OTHER OPENINGS FOR NEW: PIPES, CONDUITS, FITTINGS, EQUIPMENT AND OTHER WORK.
2. PERFORM CUTTING BY HAND OR WITH SMALL POWER TOOLS WHEREVER POSSIBLE. CUT HOLES AND SLOTS NEATLY TO SIZE REQUIRED, WITH MINIMUM DISTURBANCE OF ADJACENT WORK. CUT ROUND HOLES IN CONCRETE SLABS, FLOORS AND WALLS FOR PIPES AND CONDUIT WITH CORE DRILLS OR REQUIRED SIZES AND TYPES. CUT SQUARE AND RECTANGULAR HOLES BY LINE DRILLING AND USING CHIPPING HAMMERS TO REMOVE MATERIAL BETWEEN DRILL HOLES. LARGE AIR HAMMERS WILL NOT BE PERMITTED.
3. DRILLING OR CUTTING OF COLUMNS, BEAMS, JOIST, GIRDERS, OR OTHER STRUCTURAL SUPPORTING ELEMENTS WILL NOT BE PERMITTED, UNLESS SPECIFICALLY APPROVED IN EACH CASE.
4. COVER OPENINGS TEMPORARILY WHEN NOT IN USE AND PATCH AS SOON AS WORK IS INSTALLED.
5. PROVIDE SLEEVES FOR ALL PIPES, AND ALL CONDUIT PENETRATING EXISTING: WALLS, CEILINGS, FLOORS. SLEEVES ARE NOT REQUIRED FOR CORE DRILLED HOLES.
6. PROPERLY CLOSE, FIRESTOP, AND PATCH HOLES AND OPENINGS IN EXISTING: FLOORS, WALLS AND CEILING SURFACES RESULTING FROM THE WORK. MATCH ADJACENT UNDISTURBED SURFACES.

H. PENETRATIONS:

1. PROVIDE SLEEVES FOR PIPES AND CONDUITS PASSING THROUGH EXISTING: CONCRETE AND MASONRY WALLS, GYPSUM-BOARD PARTITIONS, CONCRETE FLOORS AND WHERE INDICATED. CUT SLEEVES TO LENGTH FOR MOUNTING FLUSH WITH BOTH SURFACES EXCEPT AS FOLLOWS: EXTEND SLEEVES INSTALLED IN FLOORS OF MECHANICAL EQUIPMENT AREAS OR OTHER WET AREAS 2 INCHES ABOVE FINISHED FLOOR LEVEL. EXTEND CAST-IRON SLEEVE FITTINGS BELOW FLOOR SLAB AS REQUIRED TO SECURE CLAMPING RING WHERE SPECIFIED. BUILD SLEEVES INTO NEW AND EXISTING SURFACES AS THE WORK PROGRESSES. INSTALL LARGE ENOUGH SLEEVES TO PROVIDE 1/4-INCH ANNULAR CLEAR SPACE BETWEEN SLEEVE AND PIPE, CONDUIT, OR PIPE INSULATION. USE THE FOLLOWING SLEEVE MATERIALS:
   a. STEEL PIPE SLEEVES: FOR PIPES AND CONDUIT SMALLER THAN 6 INCHES.
   b. STEEL SHEET-METAL SLEEVES: FOR PIPES AND CONDUITS 6 INCHES AND LARGER THAT PENETRATE GYPSUM-BOARD PARTITIONS.
   c. CAST-IRON SLEEVE FITTINGS: FOR FLOORS HAVING MEMBRANE WATERPROOFING. SECURE FLASHING BETWEEN CLAMPING FLANGES. INSTALL SECTION OF CAST-IRON SOIL PIPE TO EXTEND SLEEVE TO 2 INCHES ABOVE FINISHED FLOOR LEVEL. SEAL SPACE OUTSIDE OF SLEEVE FITTINGS WITH NONSHRINK, NONMETALLIC GROUT.
   d. SEAL ANNULAR SPACE BETWEEN SLEEVE AND PIPES, CONDUITS, OR PIPE INSULATION, USING ELASTOMERIC JOINT SEALANTS.

I. THE CONTRACTOR SHALL PERFORM ALL CONTROLLED INSPECTIONS IN ACCORDANCE WITH GOVERNING AUTHORITIES, SECURE ALL REQUIRED PERMITS AND APPROVALS AND TRANSMIT SAME TO THE OWNER. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FEES.

MECHANICAL GENERAL NOTES

1. IF, THROUGH ERRORS OR OMISSIONS, THE INTENT OF ARCHITECT/ ENGINEER WITH REGARD TO ANY DETAIL IS NOT CLEAR, OR IS CAPABLE OF MORE THAN ONE INTERPRETATION, SUCH MATTERS WILL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT/ENGINEER IN WRITING BEFORE THE SUBMISSION OF BIDS, AND THE ARCHITECT/ ENGINEER SHALL MAKE CORRECTION OR EXPLANATION IN WRITING. OTHERWISE, NO EXTRA CHARGE WILL BE ALLOWED FOR THE WORK OR MATERIAL WHICH THE ARCHITECT/ENGINEER WILL REQUIRE, PROVIDED THAT IT COMES WITHIN A REASONABLE INTERPRETATION OF THE DRAWINGS AND SPECIFICATIONS.

2. THE PLANS AND SPECIFICATIONS ARE INTENDED AS A GENERAL DESCRIPTION OF THE WORK TO BE PERFORMED. ALL ITEMS NOT SPECIFICALLY MENTIONED OR SHOWN, BUT NECESSARY FOR THE COMPLETION OF THE INSTALLATION, SHALL BE FURNISHED AND INSTALLED BY THIS CONTRACTOR. THIS CONTRACTOR SHALL THOROUGHLY ACQUAINT HIMSELF WITH THE MECHANICAL, ARCHITECTURAL, STRUCTURAL AND ELECTRICAL PLANS BEFORE SUBMITTING HIS FINAL BID. NO ADDITIONAL COMPENSATION WILL BE ALLOWED DUE TO THE CONTRACTOR'S FAILURE TO FAMILIARIZE HIMSELF WITH THE PLANS.

3. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2010 NEW YORK STATE MECHANICAL CODE-2010 AND NEW YORK STATE ENERGY CONSERVATION CODE-2010 WITH APPLICABLE SUPPLEMENTS AND ALL LOCAL CODES.

4. THE SIZE AND LOCATION OF EQUIPMENT INSTALLED UNDER DIVISION 23 - MECHANICAL SHALL BE COORDINATED WITH OTHER TRADES. CONNECTION TO EQUIPMENT SHALL BE VERIFIED WITH MANUFACTURER'S CERTIFIED DRAWINGS. TRANSITIONS TO ALL EQUIPMENT SHALL BE VERIFIED AND PROVIDED FOR EQUIPMENT FURNISHED.

5. VERIFY EXISTING CONDITIONS IN FIELD AND COORDINATE WITH ALL TRADES INCLUDING, BUT NOT LIMITED TO, ARCHITECTURAL, STRUCTURAL, LIGHTING, POWER, SYSTEMS, PLUMBING, FIRE PROTECTION AND OTHER EXISTING AND NEW WORK.

6. INTERRUPTION OF EXISTING SERVICES SHALL BE MINIMAL AND SHALL BE FULLY COORDINATED WITH THE OWNER AND ALL TRADES IN ADVANCE TO SCHEDULE ALL INTERRUPTIONS DURING NON-CRITICAL TIMES.

7. DISCONNECT SWITCHES REQUIRED FOR THE MECHANICAL EQUIPMENT SHALL BE PROVIDED BY DIVISION 22 - ELECTRICAL EXCEPT WHEN INDICATED ON SCHEDULE.

8. PROVIDE 6" HIGH CONCRETE PADS UNDER ALL FLOOR MOUNTED EQUIPMENT, WITH CHAMFERED EDGES AND 6" EXTENSIONS BEYOND EQUIPMENT UNLESS NOTED OTHERWISE.

9. ALL EQUIPMENT, DUCTWORK, ETC., SHALL BE SUPPORTED AS DETAILED AND/OR SPECIFIED. PROVIDE ADDITIONAL SUPPORTS AS REQUIRED TO PROVIDE A VIBRATION-FREE, RIGID INSTALLATION. SUPPORT ALL OBJECTS FROM STRUCTURE WITHOUT PENETRATING THE CEILING SLAB. ALL BASE MOUNTED MOTORIZED EQUIPMENT SHALL BE ISOLATED FROM CABINETS WITH NEOPRENE OR SPRING ISOLATORS.

10. SLEEVE AND SEAL ALL PIPING PENETRATIONS THROUGH BUILDING PARTITIONS.

11. REFER TO TYPICAL DETAILS FOR PIPING AND INSTALLATION OF EQUIPMENT.

12. CONDENSATE DRAINS FROM ALL MECHANICAL EQUIPMENT SHALL BE COORDINATED FOR PROPER DRAINAGE TO SUIT EQUIPMENT FURNISHED. FOLLOW MANUFACTURER'S RECOMMENDATIONS.

13. ALL CONDENSATE DRAIN LINES SHALL BE INSULATED AND INSTALLED WITH A 'P' TRAP AT THE UNIT WITH A MINIMUM DEPTH INDICATED ON DETAILS OR PER MANUFACTURER'S INSTRUCTIONS, WHICHEVER IS GREATER.

14. UNLESS OTHERWISE NOTED, ALL EQUIPMENT AND VALVE DRAINS SHALL BE INDEPENDENTLY PIPED FULL SIZE TO THE NEAREST PLUMBING DRAIN.

15. ALL DUCTWORK SHALL BE CONSTRUCTED AND INSTALLED IN ACCORDANCE WITH NFPA 90A AND 90B.

16. DUCT SIZES SHOWN ARE MINIMUM INSIDE DIMENSIONS.

17. SEE SPECS. FOR GAUGES, THICKNESS, BRACING, REQUIREMENTS, ETC., OF DUCTWORK.

18. BEFORE FABRICATION, VERIFY AND COORDINATE ALL DIMENSIONS IN FIELD. DUCT SIZES AND ALL OPENINGS THRU BUILDING CONSTRUCTION SHALL SUIT EQUIPMENT FURNISHED.

19. ALL WORK SHALL BE COORDINATED WITH ALL TRADES INVOLVED. OFFSETS IN DUCTS AND PIPING (INCLUDING DIVIDING DUCTS) AND TRANSITIONS AROUND OBSTRUCTIONS SHALL BE PROVIDED AT NO ADDITIONAL COST.

20. ALL DUCTWORK AND PIPING IS SHOWN SCHEMATICALLY. PROVIDE ALL TRANSITIONS, ELBOWS, FITTINGS, ETC., TO ALLOW SMOOTH FLOWS. ALL SPLIT DUCT FITTINGS SHALL TRANSITION TO FULL SIZE OF THE SUM OF BOTH BRANCHES, UPSTREAM OF SPLIT.

21. ACCESS PANELS IN DUCTWORK AND CEILINGS SHALL BE PROVIDED WHERE REQUIRED FOR OPERATION, BALANCING AND MAINTENANCE OF ALL MECHANICAL EQUIPMENT.

22. ALL DUCT BENDS FROM VERTICAL TO THE HORIZONTAL AND ANGLED TURNS OF DUCTWORK SHALL HAVE TURNING VANES INSTALLED.

23. EXHAUST FAN OUTLETS SHALL BE INSTALLED A MINIMUM OF 10'-0" FROM FRESH AIR INTAKES.

24. MAINTAIN CLEARANCE OF A MINIMUM OF 6" BETWEEN DUCTWORK, PIPING, EQUIPMENT, ETC., AND ALL FIRE RATED AND FIRE/SMOKE RATED PARTITIONS, TO ALLOW FOR INSPECTIONS OF RATED WALLS.

25. LOCATE ALL OUTSIDE AIR INTAKES A MINIMUM OF 10'-0" CLEAR FROM ALL PLUMBING VENTS AND EXHAUST AIR DISCHARGE LOCATIONS.

26. PROVIDE FLEXIBLE DUCT CONNECTIONS ON ALL DUCTS CONNECTING TO EACH FAN, AIR HANDLING UNIT AND FAN COIL UNIT.

27. PROVIDE TRANSITIONS AT DIFFUSER NECKS AS REQUIRED TO MATCH SIZES OF FLEX DUCTS TO BE CONNECTED.

28. FLEXIBLE DUCTWORK SHALL BE: FULLY EXTENDED NOT TO EXCEED 8'-0" IN LENGTH.

29. COORDINATE DIFFUSER, GRILLE AND REGISTER LOCATIONS WITH ARCHITECTURAL REFLECTED CEILING PLANS AND EQUIPMENT OF ALL TRADES.

30. COORDINATE WITH ARCHITECT BEFORE PURCHASING GRILLES, REGISTERS, DIFFUSERS, LOUVERS AND OTHER AIR DISTRIBUTION DEVICES TO VERIFY FINISH.

31. DAMPERS AND INSIDES OF DUCTS VISIBLE THROUGH GRILLES, REGISTERS AND DIFFUSERS SHALL BE PAINTED FLAT BLACK.

32. ALL OPERABLE THERMOSTAT PARTS SHALL BE MOUNTED 48" ABOVE FINISHED FLOOR. THERMOSTATS SHALL BE FURNISHED WITH A FACTORY FURNISHED TRANSPARENT VANDAL PROOF LOCKING COVER. VOLTAGE SHALL BE 24 VOLT UNLESS OTHERWISE INDICATED.

33. ALL EQUIPMENT, DUCTWORK, ETC TO BE REMOVED SHALL REMAIN PROPERTY OF OWNER. VCS SHALL HAVE RIGHT OF FIRST REFUSAL FOR ALL EXISTING EQUIPMENT THAT IS SCHEDULED TO BE REMOVED. CONTRACTOR SHALL DISPOSE OF ITEMS REFUSED BY VCS.

34. ALL CONTROL WIRING AND HARDWARE TO COMPLETE THE HVAC CONTROL SYSTEM SHALL BE FURNISHED AND INSTALLED UNDER DIVISION 15 - MECHANICAL OF THESE CONTRACT DOCUMENTS UNLESS INDICATED OTHERWISE ON DRAWINGS.

35. ALL HVAC EQUIPMENT LOCATION & WEIGHT SHALL BE COORDINATED AND APPROVED BY THE ARCHITECT, STRUCTURAL ENGINEER, CONTRACTOR AND OWNER PRIOR TO PURCHASE AND INSTALLATION.

36. THE CONTRACTOR SHALL SUBMIT TO THE ARCHITECT, A TEST AND BALANCE REPORT OF ALL SYSTEMS. THE TESTING AND BALANCING SHALL BE PERFORMED BY A CERTIFIED TEST AND BALANCE COMPANY.

37. PROVIDE ALL MANUFACTURER INSTALLATION AND MAINTENCE FOR EQUIPMENT INSTALLED FOR ENGINEER REVIEW BEFORE RELEASE TO THE OWNER.

38. ALL EQUIPMENT SHALL BE FREE OF ANY DAMAGE AT THE TIME OF ACCEPTANCE. ALL DENTS, SCRATCHES, AND ANY OTHER DAMAGES HAVE TO BE REPAIRED PRIOR TO THE INSTALLATION OF THE EQUIPMENT.

39. ALL EXHAUST FANS SHALL BE PROVIDED WITH BACK DRAFT OR MOTORIZED DAMPERS TO MINIMIZE OUTSIDE AIR INFILTRATION WHEN FANS ARE OFF.

40. CONDENSATE DRAIN LINES SHALL BE INSULATED.

41. ALL DUCTWORK ACCESSORIES THAT PENETRATE THE SHEET METAL DUCT SHALL BE PROPERLY FASTENED, SEALED, AND INSULATED.

42. AIR HANDLING AND DUCTWORK SYSTEMS SHALL BE PROTECTED FROM CONSTRUCTION DUST AND WEATHER DURING THE CONSTRUCTION PERIOD. AFTER CONSTRUCTION, SYSTEMS SHALL BE OBSERVED BY THE ENGINEER AND CLEANED BY CONTRACTOR IF NECESSARY.

43. CONTROL DEVICE MOTORS (DAMPERS, ETC.) SHALL BE 24VAC TYPE WITH ALL ELECTRICAL POWER REQUIREMENTS CLEARLY NOTED ON THE CONSTRUCTION DRAWINGS.

44. OPERATION AND MAINTENANCE MANUALS SHALL INCLUDE AS A SEPARATE SUBMITTAL ITEM, PREVENTIVE MAINTENANCE REQUIREMENTS WITH TIME SCHEDULE(S) FOR EACH ITEM. THE EQUIPMENT MASTER PROJECT MANUAL INFORMATION SHEET SHALL BE FILLED OUT FOR EACH PIECE OF EQUIPMENT AND INCLUDED IN THE OPERATION AND MAINTENANCE MANUAL. THREE SETS OF OPERATION AND MAINTENANCE MANUALS SHALL BE TURNED OVER TO THE OWNER.

45. ACCESS DOORS, TO BE FURNISHED AND INSTALLED BY GENERAL CONSTRUCTION TRADE WHICH WILL BE REQUIRED FOR PROPER OPERATION AND MAINTENANCE OF ALL CONCEALED HVAC EQUIPMENT, DAMPERS, AIR VENTS, AIR TERMINALS, CONTROLS, VALVES AND OTHER SIMILAR DEVICES. PREPARE A LIST AND SUBMIT TO THE GENERAL CONTRACTOR FOR HIS INSTALLATION. COORDINATE LOCATIONS WITH THE ARCHITECT.

ELECTRICAL GENERAL NOTES

A. THE CONTRACTOR SHALL FURNISH AND INSTALL ALL ELECTRICAL SYSTEMS COMPLETE WITH ALL EQUIPMENT, CONDUITS, WIRING, INSULATION, CONTROLS, ACCESSORIES AND ASSOCIATED WORK IN ACCORDANCE WITH THE NEC 70, NEW YORK STATE BUILDING CODES AND WITH ALL AUTHORITIES HAVING JURISDICTION, AND THESE SPECIFICATIONS.

PLUMBING GENERAL NOTES

A. THE CONTRACTOR SHALL FURNISH AND INSTALL ALL PLUMBING SYSTEMS COMPLETE WITH ALL EQUIPMENT, PIPING, SUPPORT, INSULATION, CONTROLS, ACCESSORIES AND ASSOCIATED WORK IN ACCORDANCE WITH THE 2010 NEW YORK STATE BUILDING AND PLUMBING CODES AND WITH ALL AUTHORITIES HAVING JURISDICTION, AND THESE SPECIFICATIONS.

SPRINKLER GENERAL NOTES

A. THE CONTRACTOR SHALL FURNISH AND INSTALL ALL SPRINKLER SYSTEMS COMPLETE WITH ALL EQUIPMENT, PIPING, SUPPORT, SPRINKLER HEADS, ACCESSORIES AND ASSOCIATED WORK IN ACCORDANCE WITH THE NEW YORK STATE FIRE PROTECTION CODES, NFPA 13 AND WITH ALL AUTHORITIES HAVING JURISDICTION, AND THESE SPECIFICATIONS.

NATURAL GAS GENERAL NOTES

A. THE CONTRACTOR SHALL FURNISH AND INSTALL ALL NATURAL GAS SYSTEMS COMPLETE WITH ALL EQUIPMENT, PIPING, SUPPORT, ACCESSORIES AND ASSOCIATED WORK IN ACCORDANCE WITH THE 2010 NEW YORK STATE BUILDING AND FUEL GAS CODE AND WITH ALL AUTHORITIES HAVING JURISDICTION, AND THESE SPECIFICATIONS.

FIRE ALARM GENERAL NOTES

A. THE CONTRACTOR SHALL FURNISH AND INSTALL ALL FIRE ALARM SYSTEMS COMPLETE WITH ALL DEVICES, WIRING, ACCESSORIES AND ASSOCIATED WORK IN ACCORDANCE WITH THE 2010 NEW YORK STATE BUILDING AND FIRE PROTECTION CODE AND WITH ALL AUTHORITIES HAVING JURISDICTION, AND THESE SPECIFICATIONS.

CODE COMPLIANCE TABLE

MEP WORK	APPLICABLE CODE
HVAC	ALL WORK SHALL BE IN ACCORDANCE WITH THE 2010 NEW YORK STATE MECHANICAL CODE-2010 AND NEW YORK STATE ENERGY CONSERVATION CODE-2010 WITH APPLICABLE SUPPLEMENTS AND ALL LOCAL CODES.
ELECTRICAL	THE CONTRACTOR SHALL FURNISH AND INSTALL ALL ELECTRICAL SYSTEMS COMPLETE WITH ALL EQUIPMENT, CONDUITS, WIRING, INSULATION, CONTROLS, ACCESSORIES AND ASSOCIATED WORK IN ACCORDANCE WITH THE NFPA 70 (NEC), NEW YORK STATE BUILDING CODES AND WITH ALL AUTHORITIES HAVING JURISDICTION, AND THESE SPECIFICATIONS.
PLUMBING	THE CONTRACTOR SHALL FURNISH AND INSTALL ALL PLUMBING SYSTEMS COMPLETE WITH ALL EQUIPMENT, PIPING, SUPPORT, INSULATION, CONTROLS, ACCESSORIES AND ASSOCIATED WORK IN ACCORDANCE WITH THE 2010 NEW YORK STATE BUILDING AND PLUMBING CODES AND WITH ALL AUTHORITIES HAVING JURISDICTION, AND THESE SPECIFICATIONS.
FIRE PROTECTION	THE CONTRACTOR SHALL FURNISH AND INSTALL ALL SPRINKLER SYSTEMS COMPLETE WITH ALL EQUIPMENT, PIPING, SUPPORT, SPRINKLER HEADS, ACCESSORIES AND ASSOCIATED WORK IN ACCORDANCE WITH THE 2010 NEW YORK STATE FIRE PROTECTION CODES, NFPA 13 AND WITH ALL AUTHORITIES HAVING JURISDICTION, AND THESE SPECIFICATIONS.
NAT. GAS	THE CONTRACTOR SHALL FURNISH AND INSTALL ALL NATURAL GAS SYSTEMS COMPLETE WITH ALL EQUIPMENT, PIPING, SUPPORT, ACCESSORIES AND ASSOCIATED WORK IN ACCORDANCE WITH THE 2010 NEW YORK STATE BUILDING AND FUEL GAS CODE AND WITH ALL AUTHORITIES HAVING JURISDICTION, AND THESE SPECIFICATIONS.
FIRE ALARM	THE CONTRACTOR SHALL FURNISH AND INSTALL ALL FIRE ALARM SYSTEMS COMPLETE WITH ALL DEVICES, WIRING, ACCESSORIES AND ASSOCIATED WORK IN ACCORDANCE WITH THE 2010 NEW YORK STATE BUILDING AND FIRE PROTECTION CODE AND WITH ALL AUTHORITIES HAVING JURISDICTION, AND THESE SPECIFICATIONS.

ENERGY EFFICIENT PERFORMANCE CONSTRUCTION

DURING DESIGN, ENERGY EFFICIENT SYSTEMS WILL BE IMPLEMENTED, INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING;

1. LEED SUSTAINABLE SITES, WATER EFFICIENCY, ENERGY & ATMOSPHERE, MATERIALS AND RESOURCES, INDOOR ENVIRONMENTAL QUALITY.
2. VARIABLE FREQUENCY DRIVE (VFD) IN CHILLERS, AIR HANDLING UNITS (AHU) FAN MOTORS, CHILLED WATER PUMPS, EXHAUST FAN MOTORS.
3. AIRSIDE OR WATER SIDE ECONOMIZER TO REGAIN WASTED HEAT TO TEMPER RETURN HOT WATER OR HEAT OUTDOOR AIR.
4. HIGH EFFICIENCY CONDENSING BOILERS WITH OUTDOOR TEMPERATURE RESET.
5. HIGH EFFICIENCY LAMPS
6. LOW CONSUMPTION PLUMBING FIXTURES
7. LIGHTING CONTROLS
8. SOLAR PANELS

The intent of this set of construction documents is to provide a complete and properly functioning space to be utilized for its designed purpose. The general contractor, construction manager, sub-contractor(s), supplier(s), and vendor(s) shall provide all labor and materials necessary to achieve a finished product capable of receiving a certificate of occupancy. Each contractor is obligated to examine the plans and if necessary, visit the site(s), so to be familiar with the actual conditions and requirements of the project. Any alleged discrepancies, ambiguities or unknowns, shall be immediately called to the attention of Combined Resources Consulting & Design, Inc., so that the matter may be resolved prior to the submission of a bid proposal. Each contractor, by submission of their bid, shall acknowledge that these documents are an adequate definition of the scope of work. Additional cost claims, based on any deficiency of construction documents, actual or not, will not be considered.

No	Submission	Date
–	ISSUED FOR SCHEMATIC DESIGN	6/3/15

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Drawing: GENERAL NOTES AND CODE COMPLIANCE SUMMARY

Initial Dwg Date:	05/12/2015	Drawn By:	JM
Job No.:	15-116	Chk By:	GR
Scale:	As Noted	PG OF	

Dwg No: MEP-1

Seal & Sign:

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1.0 GENERAL CONDITIONS

A. ALL WORK COVERED BY THIS SECTION OF THESE SPECIFICATIONS SHALL BE ACCOMPLISHED IN ACCORDANCE WITH THE RESPECTIVE DRAWINGS, INFORMATION OR INSTRUCTIONS TO BIDDERS, GENERAL REQUIREMENTS, AND THE SUPPLEMENTARY GENERAL CONDITIONS OF THESE SPECIFICATIONS. ANY SUPPLEMENTARY CONDITIONS, SPECIAL CONDITIONS, ADDENDA, OR DIRECTIVES WHICH MAY BE ISSUED BY THE ARCHITECT, HEREWITH, OR OTHERWISE, SHALL BE COMPLIED WITH IN EVERY RESPECT.

B. BIDDERS SHALL DETERMINE THE CONTENTS OF A COMPLETE SET OF DRAWINGS AND SPECIFICATIONS AND BE AWARE THAT THEY MAY BE BIDDING FROM A PARTIAL SET OF DRAWINGS, APPLICABLE ONLY TO THE VARIOUS SEPARATE CONTRACT, SUB-CONTRACTS, OR TRADES AS MAY BE ISSUED FOR BIDDING PURPOSES ONLY. THE CONTRACT DOCUMENTS ARE THE COMBINED ARCHITECTURAL, STRUCTURAL, PLUMBING, HEATING, VENTILATING AND AIR CONDITIONING AND ELECTRICAL DRAWINGS AND SPECIFICATIONS. ALL DRAWINGS AND SPECIFICATIONS ARE ON FILE IN THE ARCHITECT'S OFFICE AND EACH BIDDER SHALL THOROUGHLY ACQUAINT HIMSELF WITH ALL OF THE DETAILS OF THE COMPLETE SET OF DRAWINGS AND SPECIFICATIONS BEFORE SUBMITTING HIS BID. ALL DRAWINGS AND SPECIFICATIONS FORM A PART OF THE CONTRACT DOCUMENTS FOR EACH SEPARATE CONTRACT AND SHALL BE CONSIDERED AS BOUND THEREWITH IN THE EVENT PARTIAL SETS OF PLANS AND SPECIFICATIONS ARE ISSUED FOR BIDDING ONLY. THE SUBMISSION OF BIDS SHALL BE DEEMED EVIDENCE OF THE REVIEW AND EXAMINATION OF ALL DRAWINGS, SPECIFICATIONS AND ADDENDA ISSUED FOR THE PROJECT AS NO ALLOWANCES WILL BE MADE BECAUSE OF THE SUB-CONTRACTOR'S UNFAMILIARITY WITH ANY PORTION OF THE COMPLETE SET OF DOCUMENTS.

C. ALL EQUIPMENT, MATERIAL AND SUPPLIES SHALL BE MANUFACTURED IN THE UNITED STATES OF AMERICA.

2.0 SCOPE

A. THE WORK INCLUDED UNDER THIS SPECIFICATION CONSISTS OF THE FURNISHING OF ALL LABOR, MATERIALS, TOOLS, TRANSPORTATION, SERVICES, ETC. WHICH ARE APPLICABLE AND NECESSARY TO COMPLETE THE INSTALLATION OF THE SYSTEMS SPECIFIED IN THE MECHANICAL SPECIFICATIONS, ALL AS DESCRIBED IN THESE SPECIFICATIONS, AS ILLUSTRATED ON THE ACCOMPANYING DRAWINGS, OR AS DIRECTED BY THE ARCHITECT.

B. IN GENERAL, THE VARIOUS LINES AND DUCTS TO BE INSTALLED BY THE VARIOUS TRADES UNDER THIS SPECIFICATION SHALL BE RUN AS INDICATED, AS SPECIFIED HEREIN, AS REQUIRED BY PARTICULAR CONDITIONS AT THE SITE, AND AS REQUIRED TO CONFORM TO THE GENERALLY ACCEPTED STANDARDS SO AS TO COMPLETE THE WORK IN A NEAT AND SATISFACTORY MANNER. RUN WORK PARALLEL OR PERPENDICULAR TO THE LINES OF THE BUILDING UNLESS OTHERWISE NOTED.

C. THE CONSTRUCTION DETAILS OF THE BUILDING ARE ILLUSTRATED ON THE ARCHITECTURAL AND STRUCTURAL DRAWINGS. THIS CONTRACTOR SHALL THOROUGHLY ACQUAINT HIMSELF WITH THE DETAILS BEFORE SUBMITTING HIS BID AS NO ALLOWANCE WILL BE MADE BECAUSE OF THE CONTRACTOR'S UNIFAMILIARITY WITH THESE DETAILS.

3.0 .INSPECTION OF SITE

THIS CONTRACTOR SHALL VISIT THE SITE, VERIFY ALL EXISTING ITEMS SHOWN ON PLANS OR SPECIFIED, AND FAMILIARIZE HIMSELF WITH THE WORKING CONDITIONS, HAZARDS, EXISTING GRADES, ACTUAL FORMATIONS AND LOCAL REQUIREMENTS INVOLVED, AND SUBMISSION OF BIDS SHALL BE DEEMED EVIDENCE OF SUCH VISITS. ALL PROPOSALS SHALL TAKE THESE EXISTING CONDITIONS INTO CONSIDERATION AND THE LACK OF SPECIFIC INFORMATION ON THE DRAWING SHALL NOT RELIEVE THIS CONTRACTOR OF ANY RESPONSIBILITY.

4.0 UTILITIES, LOCATIONS AND ELEVATIONS

LOCATIONS AND ELEVATIONS OF THE VARIOUS UTILITIES INCLUDED WITHIN THE SCOPE OF THIS WORK HAVE BEEN OBTAINED FROM CITY AND/OR OTHER SUBSTANTIALLY RELIABLE SOURCES AND ARE OFFERED SEPARATELY FROM THE CONTRACT DOCUMENTS, AS A GENERAL GUIDE ONLY, WITHOUT GUARANTEE AS TO ACCURACY. THIS CONTRACTOR SHALL EXAMINE THE SITE, SHALL VERIFY TO HIS SATISFACTION THE LOCATIONS, ELEVATIONS, AND AVAILABILITY OF ALL UTILITIES AND SERVICES REQUIRED, AND SHALL ADEQUATELY INFORM HIMSELF AS TO THEIR RELATION TO THE WORK; THE SUBMISSION OF BIDS SHALL BE DEEMED EVIDENCE THEREOF.

5.0 CODE REQUIREMENTS

ALL WORK SHALL COMPLY WITH THE PROVISIONS OF THESE SPECIFICATIONS, AS ILLUSTRATED ON THE ACCOMPANYING DRAWINGS, OR AS DIRECTED BY THE ARCHITECT, AND SHALL SATISFY ALL APPLICABLE LOCAL CODES, ORDINANCES, OR REGULATIONS OF THE GOVERNING BODIES, AND ALL AUTHORITIES HAVING JURISDICTION OVER THE WORK, OR SERVICES THERETO. IN ALL CASES WHERE ALTERATIONS TO, OR DEVIATION FROM, THE DRAWINGS AND SPECIFICATIONS ARE REQUIRED BY THE AUTHORITY HAVING JURISDICTION, OVER THIS PROJECT, THE CONTRACTOR SHALL REPORT THE SAME IN WRITING TO THE ARCHITECT AND SECURE HIS APPROVAL BEFORE PROCEEDING. UPON COMPLETION OF THE WORK, THE CONTRACTOR SHALL PROVIDE COMPLETE UTILITY SERVICE CONNECTIONS, A DIRECTED AND SUBMIT, AS REQUIRED ALL NECESSARY DRAWINGS; HE SHALL SECURE ALL PERMITS AND INSPECTIONS NECESSARY IN CONNECTION WITH HIS WORK AND PAY ALL LEGAL FEES ON ACCOUNT THEREOF. IN THE ABSENCE OF OTHER APPLICABLE LOCAL CODES, ACCEPTABLE TO THE ARCHITECT, THE NATIONAL ELECTRIC CODE AND UNIFORM PLUMBING CODE SHALL APPLY TO THIS WORK.

6.0 SCHEDULE OF MATERIAL AND EQUIPMENT

THIS CONTRACTOR SHALL SUBMIT FOR THE ARCHITECT'S APPROVAL A COMPLETE SCHEDULE OF MATERIAL AND EQUIPMENT IN A BOUND BOOK, WHICH IS TO BE INSTALLED UNDER THIS CONTRACT. THE SCHEDULE SHALL BE SUBMITTED WITHIN 30 DAYS AFTER THE AWARD OF THIS CONTRACT AND PRIOR TO THE INSTALLATION OR FABRICATION ON ANY OF THE MATERIALS AND SHALL INCLUDE THE MANUFACTURER'S NAME, CATALOG NUMBER, TYPE AND TRADE NAME; IN ADDITION, FOR EQUIPMENT, ATTACH MANUFACTURER'S ENGINEERING DATA AND SPECIFICATION SHEET. INDIVIDUAL SUBMITTALS SHALL BE RETURNED UNCHECKED.

7.0 SHOP DRAWINGS:

SEE ARCHITECTURAL GENERAL CONDITIONS.

8.0 DRAWINGS AND SPECIFICATIONS

A. THE DRAWINGS SHOW DIAGRAMMATICALLY THE LOCATIONS OF THE VARIOUS LINES, DUCTS, CONDUITS, FIXTURES, AND EQUIPMENT AND THE METHOD OF CONNECTION AND CONTROLLING THEM. IT IS NOT INTENDED TO SHOW EVERY CONNECTION IN DETAIL AND ALL FITTINGS REQUIRED FOR A COMPLETE SYSTEM. THE SYSTEMS SHALL INCLUDE BUT ARE NOT LIMITED TO THE ITEMS SHOWN ON THE DRAWINGS. EXACT LOCATIONS OF THESE ITEMS ARE NOT SHOWN ON THE DRAWINGS. EXACT LOCATIONS OF THESE ITEMS SHALL BE DETERMINED BY REFERENCE TO THE GENERAL PLANS AND MEASUREMENTS AT THE BUILDING AND IN COOPERATION WITH OTHER SUB-CONTRACTORS, AND IN ALL CASES, SHALL BE SUBJECT TO THE APPROVAL OF THE ARCHITECT. THE ARCHITECT RESERVES THE RIGHT TO MAKE ANY REASONABLE CHANGE IN THE LOCATION OF ANY PART OF THIS WORK WITHOUT ADDITIONAL COST TO THE OWNER.

B. SHOULD ANY CHANGE BE DEEMED NECESSARY BY THE CONTRACTOR IN ITEMS SHOWN ON THE CONTRACT DRAWINGS, THE SHOP DRAWINGS, DESCRIPTIONS, AND THE REASON FOR THE PROPOSED CHANGES SHALL BE SUBMITTED TO THE ARCHITECT FOR APPROVAL.

C. EXCEPTIONS AND INCONSISTENCIES IN PLANS AND SPECIFICATIONS SHALL BE BROUGHT TO THE ARCHITECT'S ATTENTION BEFORE BIDS ARE SUBMITTED; OTHERWISE, THIS CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF ANY AND ALL CHANGES AND LOCATIONS THAT MAY BE NECESSARY TO ACCOMMODATE HIS PARTICULAR APPARAT.

D. THE CONTRACTOR SHALL LAY OUT THIS WORK MAINTAINING ALL LINES, GRADES AND DIMENSIONS ACCORDING TO THESE DRAWINGS WITH DUE CONSIDERATION FOR OTHER TRADES AND VERIFY ALL DIMENSIONS AT THE SITE PRIOR TO ANY FABRICATION OR INSTALLATION. ANY DISCREPANCIES SHALL BE REPORTED TO THE ARCHITECT BEFORE ANY INSTALLATION OR FABRICATION AND THE EXISTING CONDITIONS SHALL BE INVESTIGATED AND PROPER CHANGES WITHOUT ANY ADDITIONAL COST.

E. TITLES OF SECTION AND PARAGRAPH IN THESE SPECIFICATIONS ARE INTRODUCED MERELY FOR CONVENIENCE AND ARE NOT TO BE CONSTRUED AS A CORRECT OR COMPLETE SEGREGATION TO TABULATION OF THE VARIOUS UNITS OF MATERIAL AND/OR WORK. THE ARCHITECT DOES NOT ASSUME ANY RESPONSIBILITY EITHER DIRECT OR IMPLIED, FOR OMISSIONS OR DUPLICATIONS BY THE CONTRACTOR OR ANY SUB-CONTRACTOR, DUE TO REAL OR ALLEGED ERROR IN THE ARRANGEMENT OF MATTER IN THE CONTRACT DOCUMENTS.

9.0 ARCHITECT'S APPROVAL

A. IN ANY STATEMENT UNDER THIS CONTRACT WHERE "APPROVAL" IS REQUIRED OR REQUESTED, IT IS UNDERSTOOD THAT SUCH APPROVAL MUST BE OBTAINED FROM THE ARCHITECT IN WRITING BEFORE PROCEEDING WITH THE PROPOSAL, AND AN ADEQUATE NUMBER OF COPIES OF ANY SUCH PROPOSAL SHALL BE SUBMITTED TO THE ARCHITECT.

B. THE APPROVAL BY THE ARCHITECT OF ANY MATERIALS, CHANGES, DRAWINGS, ETC. SUBMITTED BY THE CONTRACTOR WILL BE CONSIDERED AS GENERAL ONLY AND TO AID THE CONTRACTOR IN EXPEDITING HIS WORK. SUCH APPROVAL AS MAY BE GIVEN DOES NOT IN ANY WAY RELIEVE THE CONTRACTOR FROM THE NECESSITY OF FURNISHING THE MATERIALS AND PERFORMING ALL WORK AS REQUIRED BY THE DRAWINGS AND SPECIFICATIONS.

10.0 LOCAL RESTRICTIONS

THIS CONTRACTOR SHALL BECOME FAMILIAR WITH ALL RULES AND REGULATIONS OF THE CITY, COUNTY, AND STATE, OR ANY OTHER AUTHORITY HAVING JURISDICTION OVER THIS PROJECT; AND IF IN HIS OPINION ANY WORK OR MATERIALS SHOWN ON THE DRAWINGS OR SPECIFICATIONS DO NOT COMPLY WITH THESE RULES AND REGULATIONS AS TO SIZE, TYPE, CAPACITY, AND QUALITY, HE SHOULD MAKE IT KNOWN PRIOR TO THE SUBMISSION OF HIS BID, WHICH SHALL BE DEEMED EVIDENCE OF COMPLIANCE; OTHERWISE, THIS CONTRACTOR SHALL BE RESPONSIBLE FOR THE APPROVAL OF ALL WORK OR MATERIAL, AND IN THE EVENT THAT ANY SUCH AUTHORITY SHOULD INDICATE DISAPPROVAL, HE SHALL CORRECT SAME WITH MATERIALS APPROVED BY THE ARCHITECT AT NO ADDITIONAL COST TO THE OWNER.

11.0 RECORDS FOR THE OWNER

A. THIS CONTRACTOR SHALL OBTAIN, AT HIS OWN EXPENSE, A COMPLETE SET OF BLUE LINE PRINTS ON WHICH HE SHALL KEEP AN ACCURATE RECORD OF OF THE INSTALLATION OF ALL MATERIALS AND SYSTEMS COVERED BY HIS CONTRACTUAL AGREEMENT. THE RECORD SHALL INDICATE THE LOCATION OF ALL EQUIPMENT AND THE ROUTING OF ALL SYSTEMS. ALL PIPES BURIED IN CONCRETE SLABS, WALLS AND BELOW GRADE SHALL BE LOCATED BY DIMENSION UNLESS A SURFACE MOUNTED DEVICE IN EACH SPACE INDICATES THE EXACT LOCATION. HE SHALL THEN OBTAIN, AT HIS OWN EXPENSE, ONE COMPLETE REPRODUCIBLE SET OF THE ORIGINAL DRAWINGS IN WHICH HE SHALL NEATLY TRANSFER HIS NOTATIONS AND DELIVER THESE DRAWINGS TO THE ENGINEER AT JOB COMPLETION BEFORE FINAL PAYMENT FOR DELIVERY TO THE OWNER.

B. IN ADDITION TO THE ABOVE, EACH CONTRACTOR SHALL ACCUMULATE DURING THE JOB PROGRESS THE FOLLOWING DATA IN DUPLICATE PREPARED IN A NEAT BROCHURE OR PACKET FOLDER AND TURN OVER TO THE ENGINEER FOR CHECKING, BINDING, AND SUBSEQUENT DELIVERY TO THE OWNER. THE MECHANICAL CONTRACTOR SHALL INCLUDE IN HIS BID THE COST OF BINDING INTO A BOOK THE FOLLOWING:

1. ALL WARRANTIES AND GUARANTEE AND MANUFACTURER'S DIRECTIONS ON EQUIPMENT AND MATERIAL COVERED BY THE CONTRACT.
2. COPIES OF REVIEWED SHOP DRAWINGS.

12.0 MATERIALS AND WORKMANSHIP

A. ALL MATERIALS UNLESS OTHERWISE SPECIFIED SHALL BE NEW, FREE FROM ANY DEFECTS, AND OF THE BEST QUALITY OF THEIR RESPECTIVE KINDS. ALL LIKE MATERIALS USED SHALL BE OF THE SAME MANUFACTURER, MODEL AND QUALITY UNLESS OTHERWISE SPECIFIED.

B. ALL MANUFACTURED ARTICLES, MATERIALS, AND EQUIPMENT SHALL BE APPLIED, INSTALLED, CONNECTED, ERECTED, USED, CLEANED, ADJUSTED, AND CONDITIONED AS RECOMMENDED BY THE MANUFACTURERS, OR AS INDICATED IN THEIR PUBLISHED LITERATURE, UNLESS SPECIFICALLY HEREIN SPECIFIED TO THE CONTRARY. ALL WORK UNDER THIS CONTRACT SHALL BE PERFORMED BY COMPETENT WORKMEN AND EXECUTED IN A NEAT AND WORKMANLIKE MANNER PROVIDING A THOROUGH AND COMPLETE INSTALLATION. WORK SHALL BE PROPERLY PROTECTED DURING CONSTRUCTION. AT COMPLETION, THE INSTALLATION SHALL BE THOROUGHLY CLEANED AND ALL TOOLS, EQUIPMENT, OBSTRUCTIONS, OR DEBRIS PRESENT AS A RESULT OF THIS CONTRACT SHALL BE REMOVED FROM THE PREMISES.

13.0 STORAGE AND PROTECTION

PROVIDE ADEQUATE FACILITIES FOR ITEMS FURNISHED UNDER THESE SPECIFICATIONS WHICH ARE SUBJECT TO DAMAGE OR EXPOSED TO ELEMENTS. TAKE SUCH PRECAUTIONS AS NECESSARY TO PROPERLY PROTECT APPARATUS FROM DAMAGE. FAILURE TO COMPLY WITH THE PROVISION WILL BE SUFFICIENT CAUSE FOR REJECTION OF THE PARTICULAR APPARATUS INVOLVED.

14.0 COOPERATION

A. ALL WORK UNDER THESE SPECIFICATIONS SHALL BE ACCOMPLISHED IN CONJUNCTION WITH OTHER TRADES ON THIS PROJECT IN A MANNER WHICH WILL ALLOW EACH TRADE ADEQUATE TIME AT THE PROPER STAGE OF CONSTRUCTION TO FULFILL HIS WORK.

B. MAINTAINING CONTACT AND BEING FAMILIAR WITH THE PROGRESS OF THE GENERAL CONSTRUCTION SHALL BE THE RESPONSIBILITY

OF THIS TRADE AS WILL THE INSTALLATION OF THE REQUIRED SYSTEMS IN THEIR SEVERAL STAGES, AT THE PROPER TIME TO EXPEDITE THIS CONTRACT AND AVOID UNNECESSARY DELAYS IN THE PROGRESS OF OTHER CONTRACTS, AND MEET ALL REQUIREMENTS OF PROGRESS SCHEDULES SET UP BY THE ARCHITECT.

C. SHOULD ANY QUESTIONS ARISE BETWEEN TRADES AS TO THE PLACING OF LINES, DUCTS, CONDUITS, FIXTURES, OR EQUIPMENT, OR SHOULD IT APPEAR DESIRABLE TO REMOVE ANY GENERAL CONSTRUCTION WHICH WOULD AFFECT THE APPEARANCE OR STRENGTH OF THE STRUCTURE, REFERENCE SHALL BE MADE TO THE ARCHITECT FOR INSTRUCTION.

15.0 FLAME SPREAD PROPERTIES OF MATERIALS

ALL MATERIALS AND ADHESIVES USED FOR ACOUSTICAL LININGS AND INSULATION, JACKETS, TAPES, ETC. SHALL CONFORM TO INTERIM FEDERAL STANDARD FLAMESPREAD PROPERTIES OF MATERIALS, INC. FED, STD. NO. 00336A (COMM. NBS). THE CLASSIFICATION SHALL NOT EXCEED NO. 2, WITH THE RANGES OF INDICES BETWEEN 0 AND 25 FOR THESE CLASSIFICATIONS AS LISTED IN THE FEDERAL SPECIFICATIONS FOR THE BASIC MATERIALS, THE FINISHES, ADHESIVES, ETC. SPECIFIED FOR EACH SYSTEM, AND SHALL BE SUCH THAT WHEN COMPLETELY ASSEMBLED THE TOTAL WILL NOT EXCEED AN INDEX OF 50 IN CLASSIFICATION 111 AS LISTED IN THE FEDERAL SPECIFICATIONS. MODIFICATIONS SHALL BE MADE TO INSULATING MATERIALS, ETC. AS REQUIRED TO COMPLY WITH THE FEDERAL SPECIFICATIONS.

16.0 ELECTRIC WIRING

EXCEPT FOR SUCH ITEMS AS ARE NORMALLY WIRED UP AT THEIR POINT OF MANUFACTURE AND SO DELIVERED, AND UNLESS SPECIFICALLY NOTED TO THE CONTRARY HEREIN, THE ELECTRICAL CONTRACTOR WILL DO ALL ELECTRIC WIRING FOR POWER SUPPLY AND FOR ALL PILOT AND CONTROL WIRING INCLUDING THE CONTROLS, STARTERS, ETC. SHALL BE PERFORMED UNDER THIS CONTRACT. THIS CONTRACTOR SHALL ERECT ALL MOTORS IN PLACE READ FOR CONNECTIONS AND SHALL FURNISH WITH EACH SUCH MOTOR A STARTER OR COMBINATION STARTER/DISCONNECT SWITCH OF THE TYPE SPECIFIED AND DELIVER IT IN GOOD CONDITION TO THE ELECTRICAL CONTRACTOR AT THE JOB. THE ELECTRICAL CONTRACTOR WILL MOUNT ALL SUCH STARTERS, AS DIRECTED, FURNISHING SUPPORTING STRUCTURES WHERE NECESSARY. THE OWNER AND OTHER CONTRACTORS SHALL FURNISH WITH EACH ITEM REQUIRING ELECTRICAL POWER CONNECTIONS, THE NECESSARY INSTRUCTIONS AND WIRING DIAGRAMS TO THE ELECTRICAL CONTRACTOR. THE ELECTRICAL CONTRACTOR SHALL REFER TO THE SPECIFICATIONS TO DETERMINE THE SCOPE OF WORK.

17.0 LARGE APPARATUS AND EQUIPMENT

ALL LARGE APPARATUS AND EQUIPMENT WHICH IS SPECIFIED OR SHOWN TO BE FURNISHED OR INSTALLED UNDER THIS CONTRACT, AND WHICH MAY BE LARGE TO BE MOVED INTO ITS FINAL POSITION THROUGH THE NORMAL BUILDING OPENINGS PLANNED SHALL BE PLACED BY THIS CONTRACTOR, IN ITS APPROXIMATE FINAL POSITION. THIS SHALL BE ACCOMPLISHED THROUGH COOPERATION AND COORDINATION WITH OTHER SUB-CONTRACTORS, BEFORE ANY OBSTRUCTING STRUCTURE IS INSTALLED. ALL APPARATUS SHALL BE CRIBBED UP FROM THE FLOOR BY THIS CONTRACTOR AND CARED FOR AS SPECIFIED UNDER "STORAGE AND PROTECTION" OR AS DIRECTED BY THE ARCHITECT.

18.0 RESPONSIBILITY

THIS CONTRACTOR WILL BE HELD RESPONSIBLE FOR THE SATISFACTORY AND COMPLETE EXECUTION OF ALL WORK INCLUDED. HE SHALL PRODUCE COMPLETE FINISHED OPERATING SYSTEMS AND PROVIDE ALL INCIDENTAL ITEMS REQUIRED AS PART OF HIS WORK, REGARDLESS OF WHETHER SUCH ITEMS IS PARTICULARLY SPECIFIED OR INDICATED.

19. CLEAN UP

A. CLEAN UP TRASH AND DEBRIS CAUSED BY THE WORK OF THIS SECTION, KEEPING PREMISES, STREETS, SIDEWALKS AND ADJACENT AREAS CLEAN AND NEAT AT ALL TIMES.

B. DISPOSE OF SUCH MATERIALS OUTSIDE THE LIMITS OF THE PROJECT SITE AT APPROVED LOCATIONS.

20.0 PAINTING

UPON COMPLETION, CLEAN ALL PIPES AND EQUIPMENT BEFORE PAINTING. PAINTING OF MECHANICAL EQUIPMENT AND PIPING IS SPECIFIED IN ARCHITECTURAL SPECIFICATIONS.

21.0 ACCESS DOORS

ACCESS DOORS ARE TO BE PROVIDED BY THE GENERAL CONTRACTOR THIS SUB-CONTRACTOR WILL CLOSELY COORDINATE LOCATIONS OF VALVES, ETC. IN ORDER TO HAVE ACCESS TO ALL CONCEALED PORTIONS OF THE SYSTEM REQUIRING PERIODIC SERVICE. PREPARE SHOP DRAWINGS FOR COORDINATION OF ALL ACCESS DOORS, LOCATING SAME FOR INSTALLATION BY GENERAL CONTRACTOR.

22.0 IDENTIFICATION STICKERS AND MARKING

A. ALL ITEMS OF MECHANICAL EQUIPMENT SUCH AS PUMPS, FANS, ETC. SHALL BE IDENTIFIED BY APPROVED NAME PLATES TO BE PROVIDED BY THE SUB-CONTRACTOR FURNISHING THE EQUIPMENT. NAME PLATES SHALL BE SECURELY AFFIXED TO EACH INDIVIDUAL PIECE OF EQUIPMENT AND ALSO TO EACH STARTER, SWITCH, RELAY, TRANSFORMER, ETC. WHICH CONTROLS THAT EQUIPMENT. NAME PLATES SHALL BEAR NOTATIONS CORRESPONDING TO THE SAME NOTATIONS ON WIRING DIAGRAMS AND/OR OPERATING INSTRUCTIONS.

B. NAME PLATES FOR MAJOR ITEMS OF EQUIPMENT SHALL BE ALUMINUM 1 ½" X 4". ALL OTHERS OF A BLACK ENAMEL BACKGROUND, WITH ETCHED OR ENGRAVED NATURAL ALUMINUM LETTERING.

23.0 GUARANTEE

A. THIS CONTRACTOR SHALL FURNISH A WRITTEN GUARANTEE IN TRIPLICATE, WARRANTING ALL MATERIALS, EQUIPMENT AND LABOR FURNISHED BY HIM TO BE FREE OF ALL DEFECTS FOR A PERIOD OF ONE YEAR FROM DATE OF ACCEPTANCE BY THE OWNER. THIS CONTRACTOR SHALL FURTHER GUARANTEE THAT ALL EQUIPMENT SHALL MEET THE CHARACTERISTICS, CAPACITIES AND WORKMANSHIP SPECIFIED AND SHOULD ANY DEFECTS OF EQUIPMENT BE INDICATED WITHIN THE WARRANTY PERIOD, THE DEFECTS AND/OR EQUIPMENT WILL BE REPAIRED OR MADE GOOD WITHOUT COST TO THE OWNER.

B. REFERENCE DOCUMENTS: CONDITIONS OF THE CONTRACT AND DIVISION 1 "GENERAL REQUIREMENTS" ARE MADE A PART OF THIS SECTION WHETHER ATTACHED HERETO OR NOT.

24.0 VIBRATION ISOLATION

A. EQUIPMENT

1. THIS CONTRACTOR SHALL SELECT A SINGLE VIBRATION ISOLATION MANUFACTURER TO FURNISH ALL ISOLATION REQUIRED FOR THE PROJECT. ISOLATOR SPRINGS AND THEIR HOUSING SHALL BE PVC COATED AND ALL BOLTS SHALL BE ZINC ELECTROPLATED TO PREVENT CORROSION, BOLT FREEZE UP AND TO MAINTAIN AN ATTRACTIVE APPEARANCE. SUBMITTAL DATA MUST INCLUDE SIZE, TYPE, LOAD AND DEFECTION OF EACH ISOLATOR SELECTED. KORFUND OR MASON ISOLATORS ARE ACCEPTABLE.

2. FANS SHALL BE INSTALLED ON TYPE XLW, XL OR XLS ALUMINUM HOUSED. ADJUSTABLE SPRING ISOLATORS WITH ROBBED NEOPRENE PAD BONDED TO UNDERSIDE OF BASE PLATE, SIZED FOR A MINIMUM OF 1" STATIC DEFLECTION. ISOLATORS FOR UNITS HAVING 7 ½ HP MOTORS OR LARGER SHALL BE PROPERLY SELECTED FOR A MINIMUM OF 2" STATIC DEFLECTION. ISOLATORS FOR UNITS HAVING MOTORS BELOW 7 ½" HP SHALL BE PROPERLY SIZED FOR A MINIMUM OF 1" STATIC DEFLECTION.

B. INSTALLATION

1. INSTALLATION OF ALL VIBRATION MATERIALS SPECIFIED IN THIS SECTION SHALL BE ACCOMPLISHED AS PER MANUFACTURER'S WRITTEN INSTRUCTIONS.

2. ON COMPLETION OF INSTALLATION OF ALL ISOLATION MATERIALS AND BEFORE START-UP OF ISOLATED EQUIPMENT ALL DEBRIS SHALL BE CLEARED FROM AREAS SURROUNDING AND FROM BENEATH ALL ISOLATED EQUIPMENT, LEAVING EQUIPMENT FREE TO MOVE ON THE ISOLATION SUPPORTS.

3. NO RIGID CONNECTIONS BETWEEN EQUIPMENT AND BUILDING STRUCTURE SHALL BE MADE THAT DEGRADES THE NOISE AND VIBRATION ISOLATION SYSTEM HEREIN SPECIFIED. ELECTRICAL CONDUIT CONNECTIONS TO ISOLATED EQUIPMENT SHALL BE LOOPED TO ALLOW FREE MOTION OF ISOLATED EQUIPMENT.

25.0 INSULATION

A. GENERAL

MATERIALS SHALL BE MANUFACTURED BY JOHNS-MANVILLE, ARMSTRONG, OWENS-CORNING, CERTAINTEED-ST. GOBAIN, PITTSBURGH PLATE GLASS, OR BENJAMIN FOSTER. MATERIALS FURNISHED SHALL BE EQUAL IN EVERY RESPECT TO THAT SPECIFIED.

1. DUCT INSULATION-EXTERNAL: CERTAINTEED-ST. GOBAIN STANDARD DUCT WRAPTYPE IV 1 ½" THICK GLASS FIBER INSULATION WITH HEAVY DUTY FOIL-SCRIM KRAFT FACING, 3/4". P.C.F. DENSITY.
2. VAPOR BARRIER ADHESIVE: BENJAMIN FOSTER-30-35.
3. INSULATION AND FINISHING CEMENT: JOHNS-MANVILLE 375.

B. PREPARATION

APPLY INSULATION AFTER SURFACES TO BE INSULATED ARE THOROUGHLY CLEANED AND ENTIRE MECHANICAL SYSTEM HAS BEEN TESTED AND PROVEN TIGHT.

C. APPLICATION

1. DUCT INSULATION-EXTERNAL: INSULATE EXTERNAL SUPPLY, RETURN AND OUTSIDE AIR DUCTS NOT CONTAINING INTERIOR LINING. THE FACING SHALL OVERLAP 2" AT ALL JOINTS AND SHALL BE SECURED WITH OUTWARD CLINCH STAPLES ON 4" CENTERS. DUCTS OVER 30" IN WIDTH SHALL HAVE APPLICATIONS OF 4" WIDE STRIPS OF ADHESIVE 12" O.C. OR MECHANICAL FASTENERS ON NOT MORE THAN 18" CENTERS APPLIED TO THE UNDERSIDE. SEAL ALL JOINTS, BREAKS, FASTENER PENETRATIONS AND PUNCTURES WITH ADHESIVE REINFORCED WITH A 3" WIDE VAPOR BARRIER STRIP SIMILAR TO THAT OF FACING MATERIAL. OMIT EXTERIOR DUCT INSULATION WHERE DUCT LINING OCCURS EXCEPT OVERLAP DUCT LINING A MINIMUM TWO FEET.

26.0 GRILLES, REGISTERS AND DIFFUSERS

A. FURNISH AND INSTALL GRILLES, REGISTERS, AND DIFFUSERS AS INDICATED ON THE DRAWINGS AND HEREIN SPECIFIED. ALL UNITS SHALL BE CONSTRUCTED TO HAVE A NEAT, WELL-MADE APPEARANCE. GRILLE FRAMEWORK SHALL BE RIGIDLY CONSTRUCTED. FLANGE CORNERS SHALL BE MITERED AND SUPPORTED FOR A HAIRLINE CRACK. ALL FACE BARS SHALL BE OF HEAVY GAUGE METAL TO ADEQUATELY RESIST BENDING OR TWISTING AND FIT TIGHTLY AND CLOSELY WITHIN THE FRAMEWORK. THE UNITS SHALL HAVE A NECK TO SLIP INSIDE DUCTWORK FOR AN AIRTIGHT NOISELESS CONNECTION. UNITS NOT MEETING THE ABOVE SPECIFICATIONS SHALL BE REJECTED AT THE JOBSITE.

IT IS THIS CONTRACTOR'S RESPONSIBILITY TO CHECK THE DRAWINGS TO SUPPLY THE PROPER OUTLETS, PLASTER FRAMES (IN PLASTER) AND ADAPTING FRAMEWORK FOR THE TYPE OF CONSTRUCTION AT EACH OUTLET. THE ADAPTER SHALL BE OF THE SAME FINISH AS THE UNIT AND BE OF A CONFIGURATION FOR THE MANUFACTURER RECOMMENDS FOR THE CONSTRUCTION INVOLVED. THE OUTLETS SHALL FIT THE CONSTRUCTION WITH NO ADDITIONAL EXPENSE TO THE OWNER.

C. THE MANUFACTURER FURNISHING THE GRILLES, REGISTERS AND DIFFUSERS SHALL VERIFY SIZE AGAINST CFM REQUIREMENTS FOR EACH DEVICE TO GET THE INTENDED THROW AND BE WITHOUT OBJECTIONABLE NOISE WHEN THE DEVICE IS APPLIED TO THE SYSTEM. HE SHALL COORDINATE ANY APPROVED DIFFERENCES FROM THE DRAWINGS WITH THE CONTRACTOR. IT SHALL BE THIS CONTRACTOR'S RESPONSIBILITY TO FURNISH PROPER FRAMEWORK, BOOTS AND INSTALL THE DEVICES APPROVED.

D. ALL RETURN AND DISCHARGE GRILLES, REGISTERS AND DIFFUSER SHALL BE INSTALLED IN THE SAME CONFIGURATION, I.E., ALL RETURN GRILLES SHALL BE MOUNTED TO HAVE PROMINENT BARS HORIZONTAL.

E. ALL SUPPLY UNITS SHALL HAVE A VOLUME CONTROL DEVICE.

F. UNITS LOCATED IN SURFACES HAVING A FACTORY FINISH SHALL BE PAINTED OFF-WHITE WITH RUSH-PROOFING PRIMER. CHECK OTHER SECTIONS OF THE GENERAL AND MECHANICAL SPECIFICATIONS TO DETERMINE IF PAINTING OF WALL AND CEILING UNITS IS TO BE DONE BY ANOTHER CONTRACTOR.

G. THIS CONTRACTOR SHALL FURNISH THE GRILLES, REGISTERS AND DIFFUSERS AS SCHEDULED OR EQUAL IN KRUEGER, NAILOR OR TITUS, OR APPROVED EQUAL.

27.0 DUCTWORK

A. MATERIALS

1. RIGID DUCTWORK: ALL AIR CONDITIONING AND EXHAUST DUCTWORK, PLENUM, CASINGS, AND SHEET METAL, CONNECTIONS SHALL BE FABRICATED OF NEW JOINT-FORMING QUALITY GALVANIZED PRIME GRADE COPPER BEARING SHEETS. ALL DUCTWORK EXPOSED TO THE OUTSIDE AIR SHALL BE SEALED WITH G.E. "SILICONE SEALER" AND PAINTED AS REQUIRED.

2. FLEXIBLE DUCTWORK: FLEXIBLE DUCTS SHALL BE THE DUCTS NOT CONSTRUCTED FROM RIGID GALVANIZED STEEL SHEETS AND IN GENERAL SHALL MEAN DUCTWORK COMBINING A VINYL COATED GLASS FABRIC WITH A SUPPORTING FLEXIBLE DUCTS SHALL BE CONSTRUCTED OF A CONTINUOUS FIBER GLASS IMPREGNATED WITH VINYL AND NEOPRENE. IT SHALL BE PERMANENTLY BONDED TO FORM A CONTINUOUS UNINTERRUPTED COVER. FLEXIBLE DUCTS SHALL BE FLAME RESISTANT AND SHALL MEET THE REQUIREMENTS OF NFPA PAMPHLET 90A AND SHALL BE USED BY UNDERWRITER'S LABORATORIES. THEY SHALL BE FLEXIBLE TUBING CORPORATION THERMAFLEX TYPES TL OR S-NC, EQUAL TYPE BY WIREMOLD OR GENERAL ENVIRONMENT CORPORATION. WHERE IT IS REQUIRED TO INSULATE FLEXIBLE DUCTS, FACTORY INSULATED FLEXIBLE DUCTS MAY BE FURNISHED AND SUBJECT TO APPROVAL IN LIEU OF SEPARATE FLEXIBLE DUCTS AND INSULATION. LIMIT LENGTHS TO THREE FEET.

3. FLEXIBLE CONNECTIONS: CONNECTIONS TO AIR CONDITIONING UNITS AND FANS SHALL BE BY FLEXIBLE CONNECTIONS WHICH SHALL BE WOVEN NEOPRENE, WEIGHING NOT LESS THAN 36 OUNCES PER SQUARE YARD AND AT LEAST 1/16" THICK.

4. SCREENS: ½" MESH HOT DIPPED GALVANIZED.

B. DUCT SYSTEM FOR HEATING, VENTILATING AND AIR CONDITIONING

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE STANDARDS OUTLINED BY THE AMERICAN SOCIETY OF HEATING, REFRIGERATION AND AIR CONDITIONING ENGINEERS.

2. DUCT JOINT CONSTRUCTION, INCLUDING GAUGES, TRANSVERSE, AND LONGITUDINAL BRACING AND SUPPORTS IN ACCORDANCE WITH LOW VELOCITY DUCT CONSTRUCTION STANDARDS: PUBLISHED BY THE SHEET METAL AND AIR CONDITIONING CONTRACTOR'S NATIONAL ASSOCIATION, INC. WILL BE ACCEPTED. ROUND DUCT SHALL BE FABRICATED WITH ACME LOCK GROOVE SEAM FOR LONGITUDINAL SEAMS AND SLIP JOINTS WITH SHEET METAL SCREWED, TAPED WITH 2" TAPE AND WITH GAUGES PER SMACNA MANUAL.

3. THE SELECTION OF THE TYPE JOINTS AND METHODS OF BRACING SHALL BE AS APPROVED BY THE ENGINEER OF RECORD.

4. TURNING VANES OF THE DOUBLE THICKNESS TYPE SHALL BE INSTALLED IN ALL SQUARE ELBOW AND WHERE SHOWN ON THE PLANS. TURNING VANES SHALL BE AS MANUFACTURED BY TUTTLE AND BAILEY OR APPROVED EQUAL. VANES MAY BE FABRICATED TO AN APPROVED DETAIL AFTER SUCH DETAIL HAS BEEN APPROVED BY THE ARCHITECT. PROVIDE SINGLE BLADE TURNING VANES (AS APPROVED) WHEN TURNING VANES ARE INSTALLED IN 90 DEGREE ELBOWS HAVING UNEQUAL ENTERING AND LEAVING DIMENSIONS AND IN BENDS LESS THAN 90 DEGREES.

5. ALL OTHER 90 DEGREE BENDS SHALL BE MADE WITH A CENTER LINE RADIUS OF NOT LESS THAN 1 ½ TIMES THE DIMENSION OF THE DUCT SIDE OCCURRING IN THE SAME PLANE IN WHICH THE BEND IS MADE.

6. ALL JOINTS SHALL BE SMOOTH AND TIGHT AND ALL DUCTWORK FIRMLY HUNG AND RIGIDLY FASTENED IN PLACE AND TRANSITIONS FORMED IN AN APPROVED MANNER.

7. DUCTWORK SHALL BE FABRICATED IN A MANNER TO PREVENT THE SEAMS OR JOINTS BEING CUT FOR THE INSTALLATION OF GRILLES OR REGISTERS.

8. FIRE DAMPERS SHALL BE INSTALLED AS SHOWN AND WHERE MAY BE OTHERWISE REQUIRED BY LOCAL OR STATE ORDINANCES. ACCESS DOORS SHALL BE PROVIDED TO ADEQUATELY SERVICE THE FIRE DAMPERS AND THE FUSIBLE LINKS FURNISHED WITH THE FIRE DAMPERS. PROVIDE SLEEVES AS REQUIRED BY LOCAL CODES.

9. WHERE DUCTS DIVIDE, PROVIDE AND INSTALL SPLITTER DAMPERS (OR BUTTERFLY DAMPERS IF INDICATED). THESE DAMPERS SHALL HAVE BLADES OF 12 GAUGE STEEL FASTENED TO SQUARE OPERATION RODS. THE LENGTH OF THE BLADES ON SPLITTER DAMPERS SHALL BE NOT LESS THAN 1 ½ TIMES THE WIDTH OF THE BRANCH TAKEOFF. BUTTERFLY DAMPER BLADES SHALL BE FULL WIDTH OF THE DUCT IN WHICH THEY ARE INSTALLED. THE OPERATING RODS OF ALL DAMPERS SHALL BE FITTED WITH YOUNG REGULATORS AND THE OPERATING HEAD SHALL BE SECURELY FASTENED IN PLACE SO AS TO BE ACCESSIBLE IN THE FINISHED BUILDING UNLESS OTHERWISE SHOWN.

10. OPERATING HEAD SHALL BE ATTACHED TO DUCT WHERE REGULATOR OCCURS ABOVE A LAY-IN CEILING. WHERE DAMPER OCCURS ABOVE PLASTER OR OTHERS INACCESSIBLE CEILINGS, THE REGULATOR SHALL BE CONCEALED TYPE WITH ADJUSTABLE COVER PLATE EQUAL TO YOUNG REGULATOR COMPANY TYPE 315 WITH 2 ¼' DIAMETER COVER PLATE MAXIMUM. YOUNG REGULATOR BEARING SHALL ALSO BE PROVIDED ON THE OPPOSITE END OF THE OPERATION ROD. BEHIND EACH CEILING SUPPLY OUTLET PROVIDE AND INSTALL A TURNING VANE OR APPROVED EQUALIZING GRID. WHERE MULTI-BLADE ADJUSTABLE AIR PICKUPS ARE INDICATED AT POINTS BRANCH DUCTS MET TRUNK DUCTS, THEY SHALL BE TITUS AG-45 OR APPROVED EQUAL WITH OPERATOR ADJUSTABLE BE FROM THE DUCT EXTERIOR.

11. ALL SHEET METAL DUCTWORK SHALL BE SECURELY HUNG FROM THE BUILDING CONSTRUCTION. ALL DUCTS SHALL BE HUNG ADJACENT TO THE SEAM IN THE DUCT AND SHALL BE SECURED IN A SUITABLE MANNER TO BOTH DUCT AND THE BUILDING CONSTRUCTION. ALL VERTICAL RISER DUCTS SHALL BE SUPPORTED AT EACH FLOOR WITH ANGLE IRON SECURED TO THE DUCTS AND SET ON THE STRUCTURAL MEMBERS. THESE ANGLES SHALL BE THE SAME SIZE AS SPECIFIED FOR BRACING. HORIZONTAL DUCT SUPPORTS SHALL BE AS FOLLOWS:

DUCTS UP THROUGH 59" MAXIMUM SIDE: 1 ¼" C 18 GA. BAND IRON, 8'-0" ON CENTERS MAXIMUM WITH HANGERS BENT OVER 1" AT THE BOTTOM AND FASTENED AT THIS POINT WITH SELF-TAPPING SCREWS. SCREWS REQUIRED TO SECURE HANGERS TO SIDE OF DUCT AT 6" INTERVALS.

12. ON THE INLET AND OUTLET OF EACH PIECE OF AIR HANDLING EQUIPMENT, CONTRACTOR SHALL FURNISH AND INSTALL A FLEXIBLE CONNECTION NOT LESS THAN 3" LONG. A METAL BAND SHALL BE SEWN INSIDE THE MATERIAL FOR EACH END OF THE CONNECTION AND THIS METAL BAND SHALL BE SECURED TO THE DUCTWORK AND THE UNIT INVOLVED.

13. DUCTWORK EXPOSED TO THE WEATHER SHALL HAVE ALL JOINTS, SEAMS AND CONNECTIONS SEALED WITH G.E. "SILICONE SEALER" OR EQUAL.

14. CLEANING OF DUCT SYSTEM: BEFORE THE GRILLES OR DIFFUSERS ARE INSTALLED, ALL FANS AND AIR CONDITIONING UNITS SHALL BE OPERATED AND ALL DEBRIS AND FOREIGN MATTER SHALL BE REMOVED FROM THE DUCTS. THE AIR CONDITIONING UNITS & DRAIN PANS SHALL BE THOROUGHLY CLEANED AND THE GRILLES SHALL THEN BE INSTALLED.

15. ALL ACCESS DOORS IN DUCTS SHALL BE PROVIDED WITH SUITABLE FRAMES, HINGED, HOLD DOWN DEVICES REQUIRED FOR COMPLETE AND READY ACCESS. WHERE INSTALLED IN INSULATED DUCT, INSULATE ALL DOORS A MINIMUM OF 2" THICK ON INTERIOR OF THE DOOR. SUBMIT SHOP DRAWINGS FOR APPROVAL BEFORE INSTALLATION.

16. FLEXIBLE DUCTS: THE FLEXIBLE DUCT SHALL BE FASTENED TO THE RIGID DUCT AND CONNECTED DEVICES ALLOWING THE RIGID METAL END TO BE INSERTED INTO THE FLEXIBLE DUCT. PROVIDE AT EACH CONNECTION TO DUCT OR DEVICE METAL CLAMP WITH SCREW TYPE TIGHTENING DEVICES.

SHEET METAL DUCTWORK NOTES

1. SHEET METAL DUCTS SHALL BE FABRICATED & INSTALLED PER THE EDITION OF SMACNA, AND THE LOCAL ENERGY CODE WITH THE FOLLOWING CRITERIA BASED ON 4 FOOT SECTIONS.

DUCT WIDTH	GAUGE	INTERMEDIATE BRACING	DISTANCE BETWEEN STRUCTURAL MEMBERS
0-13	26 GA	NONE	10'-0" MAXIMUM
14-20	24 GA	1-1/2"X18 GA FORMED ANGLE	10'-0"
21-30	24 GA	1-1/2"X18 GA FORMED ANGLE	8'-0"
31-42	22 GA	1-1/2"X18 GA FORMED ANGLE	5'-0"

2. ALTERNATE INTERPRETATIONS OF SMACNA DUCT MATERIAL, HANGERS AND REINFORCEMENTS ARE SUBJECT TO ENGINEER APPROVAL, AND REQUIRE SEPARATE SUBMITTAL OF THE ALTERNATES.
3. FLEXIBLE DUCT CONNECTORS SHALL BE PROVIDED WHERE SHOWN ON THE PLAN.
4. ELBOWS SHALL BE SQUARE NECK (SAME IN AND OUT DIMENSION) WITH 2" DOUBLE THICKNESS TURNING VANES.
5. OFFSETS SHALL NOT REDUCE THE FREE AREA, AND SHALL NOT EXCEED 30°. A RADIUS HEEL SHALL BE PROVIDED ON 30° OFFSETS. SMALLER OFFSETS SHALL BE MITERED AT BOTH THE HEEL & THROAT.
6. TRANSITIONS SHALL NOT EXCEED 1:3 RATIO (4" TRANSITION PER FOOT SINGLE SIDED TRANSITION, AND 8" PER FOOT DOUBLE SIDED TRANSITION).
7. NEW DUCTWORK SHALL HAVE 1-1/2" THICK WRAPPED INSULATION INSULATION SHALL BE NFPA 90 APPROVED.
8. RECTANGULAR BRANCH CONNECTIONS SHALL BE 45° ENTRY TYPE PER SMACNA FIGURE 2-10.
9. ROUND DUCT CONNECTIONS SHALL BE WITH "METAL MANUFACTURING COMPANY" MSI-6 SPIN-IN FITTINGS, WITH 90° SCOOP, DAMPER AND HANDLE. SPRAY PAINT LOCATIONS OF HANDLES.
10. ALL TAPE SHALL BE FASSON 0810 (NO SUBSTITUTIONS), SMACNA APPROVED.
11. SEAL ALL SUPPLY OUTSIDE AIR DUCTS IN THE CEILING PLENUM WITH MASTIC.

INSULATION NOTES

DUCT WORK INSULATION SHALL HAVE COMPOSITE (INSULATION, JACKET AND ADHESIVE). FIRE AND SMOKE HAZARD RATINGS AS TESTED UNDER PROCEDURE ASTM E84, NFPA 255 AND UL 723, NOT EXCEEDING:

a.) FLAME SPREAD – 25

b.) SMOKE DEVELOPED – 50

c.) INSULATION MUST CONFORM TO USDA REQUIREMENTS; NON-TOXIC. USE 1" OF INSULATION IN ALL NEW DUCTWORK, FIBERGLASS LAMINATED KRAFT ALUMINUM FOIL VAPOR BARRIER.
MANUFACTURER: OWENS-CORNING OR EQUAL.
ALL SUPPLY DUCT WORK SHALL BE INSULATED

29.0 SYSTEM BALANCING

A. TESTING ADJUSTMENT AND START-UP OF MECHANICAL SYSTEMS SHALL BE PERFORMED BY PERSONNEL CERTIFIED BY THE AMERICAN AIR BALANCE COUNCIL OR SIMILAR ORGANIZATION. ALL NECESSARY TEST EQUIPMENT, INSTRUCTIONS, MATERIALS, AND LABOR REQUIRED FOR PERFORMING ALL THE TEST DESCRIBED SHALL BE PROVIDED AS PART OF THE WORK OF THIS DIVISION.

B. UPON COMPLETION OF THE INSTALLATION AND START-UP OF THE MECHANICAL EQUIPMENT, TO CHECK, ADJUST AND BALANCE SYSTEM COMPONENTS TO OBTAIN OPTIMUM CONDITIONS IN EACH CONDITIONED SPACE IN THE BUILDING.

C. PRIOR TO REQUESTING A FINAL INSPECTION, THIS CONTRACTOR SHALL PREPARE AND SUBMIT TO THE ENGINEER COMPLETE REPORTS ON THE BALANCE AND OPERATIONS OF THE SYSTEM, BEARING THE SEAL OF A CERTIFIED AIR BALANCE TECHNICIAN.

D. MAKE AN INSPECTION IN THE BUILDING DURING THE OPPOSITE SEASON FROM THAT IN WHICH THE INITIAL ADJUSTMENTS WERE MADE AND AT THE TIME MAKE ANY NECESSARY MODIFICATIONS TO THE INITIAL ADJUSTMENTS REQUIRED TO PRODUCE OPTIMUM OPERATION OF THE SYSTEM COMPONENTS TO PRODUCE THE PROPER CONDITION IN EACH CONDITIONED SPACE.

E. WORK INCLUDED

1. THE BALANCING TECHNICIAN SHALL BE RESPONSIBLE FOR INSPECTING, ADJUSTING, BALANCING AND LOGGING THE DATA ON THE PERFORMANCE OF FAN, ALL DAMPERS IN THE DUCT SYSTEM AND ALL AIR DISTRIBUTION DEVICES.

The intent of this set of construction documents is to provide a complete and properly functioning space to be utilized for its designed purpose. The general contractor, construction manager, sub-contractor(s), supplier(s), and vendor(s) shall provide all labor and materials necessary to achieve a finished product capable of receiving a certificate of occupancy. Each contractor is obligated to examine the plans and if necessary, visit the site(s), so to be familiar with the actual conditions and requirements of the project. Any alleged discrepancies, ambiguities or unknowns, shall be immediately called to the attention of Combined Resources Consulting & Design, Inc., so that the matter may be resolved prior to the submission of a bid proposal. Each contractor, by submission of their bid, shall acknowledge that these documents are an adequate definition of the scope of work. Additional cost claims, based on any deficiency of construction documents, actual or not, will not be considered.

No	Submission	Date
–	ISSUED FOR SCHEMATIC DESIGN	6/3/15

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Drawing: HVAC SPECIFICATIONS

Initial Dwg Date:	05/12/2015	Drawn By:	JM
Job No.:	15-116	Chk By:	GR
Scale:	As Noted	PG OF	

Dwg No: M-12

Seal & Sign:

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1. WORK INCLUDED

A. WORK UNDER THE ELECTRICAL CONTRACT SHALL INCLUDE ALL LABOR, MATERIALS, EQUIPMENT AND CONTRACTORS SERVICES REQUIRED FOR A COMPLETE AND OPERABLE INSTALLATION OF ELECTRICAL WORK SHOWN ON THE DRAWINGS AND SPECIFIED HEREIN, INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

1) PREPARATION AND SUBMISSION OF SHOP DRAWINGS.

2) BALANCING, CLEANING, TESTING, ADJUSTMENT, AND GUARANTEE OF ALL WORK DONE UNDER THIS CONTRACT.

3) REPRODUCIBLE RECORD DRAWINGS.

4) REMOVAL, ALTERATION, AND/OR RELOCATION OF EXISTING EQUIPMENT.

5) IDENTIFICATION OF EQUIPMENT.

6) COMPLIANCE WITH ALL FEDERAL, STATE, COUNTY AND MUNICIPAL CODES AND ALL OTHER AUTHORITIES HAVING JURISDICTION.

7) PROVIDING ALL NECESSARY PERMITS AND APPROVALS AND PAYING ALL REQUIRED FEES IN CONNECTION WITH THE WORK OF THIS CONTRACT.

8) HVAC CONTROL WIRING.

9) COMPLETE WIRING SYSTEMS FOR LIGHTING AND POWER INSTALLATION, HVAC EQUIPMENT PLUMBING AND SPRINKLER SYSTEMS AND MISCELLANEOUS DEVICES.

10) LIGHTING FIXTURES AND LAMPS.

11) TEMPORARY LIGHTING AND POWER FOR CONSTRUCTION PURPOSES.

12) MAINTENANCE OF EXISTING ELECTRICAL SERVICES IN THE BUILDING AREAS NOT AFFECTED BY THE ALTERATIONS DURING THE PROGRESS OF WORK.

13) SWITCHES, RECEPTACLES, TELEPHONE AND SIGNAL OUTLETS AND WIRING DEVICES.

14) FEEDERS, SUB-FEEDERS AND BRANCH CIRCUITS, FOR LIGHTING POWER AND CONTROLS, WIRING, CONDUIT AND RACEWAYS, INCLUDING CONNECTIONS TO PANELS, MOTOR CONTROLLERS, MOTORS, ETC.

15) SAFETY SWITCHES AND FUSES.

16) PANELBOARDS AND SWITCHBOARDS.

17) NOT USED.

18) CABLE SUPPORT AND PULLBOXES.

19) NOT USED.

20) EMPTY CONDUIT INSTALLATION BETWEEN BASE BUILDING TELEPHONE CLOSET AND NEW TELEPHONE CLOSET.

21) TELEPHONE AND COMMUNICATION EMPTY CONDUIT SYSTEMS.

22) HANGERS, ANCHORS, INSERTS, SUPPORTS, SLEEVES, CHASE.

23) PREPARATION OF A SET OF "AS-BUILT" DRAWINGS AS DESCRIBED HEREINAFTER.

24) TESTS AND ADJUSTMENT OF SYSTEMS.

25) INSTALLATION OF EQUIPMENT FURNISHED BY OTHERS.

26) GROUNDING SYSTEM.

27) ALL REQUIRED CONDUIT AND WIRING FOR AUTOMATIC TEMPERATURE, SAFETY AND INTERLOCKING CONTROLS PERTAINING TO HVAC, FIRE PROTECTION OR ELECTRICAL SYSTEMS AS CALLED FOR ON DRAWINGS AND SPECIFICATIONS OF THE HVAC, AND FIRE PROTECTION DIVISION AND THE ELECTRICAL DIVISION.

2. WORK NOT INCLUDED

A. IN CONJUNCTION WITH THE ELECTRIC MOTOR DRIVEN AND OTHER ELECTRICALLY-CONNECTED EQUIPMENT WHICH OCCUR IN MECHANICAL, PLUMBING AND FIRE PROTECTION SYSTEMS, THE FOLLOWING SHALL BE EXCLUDED FROM THE ELECTRIC WORK.

1) THE FURNISHING OF MOTORS, MOTOR STARTERS, START OR STOP PUSHBUTTON STATIONS, PILOT LIGHT STATIONS, LOCK OUT FACILITIES, ACTUATION DEVICES, EXCEPT AS SPECIFIED HEREINAFTER.

2) THE INSTALLATION OF MOTOR CONTROL DEVICES SUCH AS PRESSURESTATS, AQUASTATS, SOLENOID VALVES AND DAMPER OR VALVE MOTOR OPERATORS, FREEZESTATS, ETC., WHICH REQUIRE CONNECTIONS TO MECHANICAL SYSTEMS.

B. ALL FINISHED PAINTING OF EXPOSES PIPES, APPARATUS, ETC.

C. ALL CUTTING AND PATCHING, EXCEPT AS SPECIFICALLY MODIFIED IN THESE SPECIFICATIONS.

D. FURNISHINGS AND INSTALLATION OF ACCESS DOORS.

E. FURNISHINGS AND INSTALLATION OF TELEPHONE SYSTEM WIRING INSTRUMENTS AND EQUIPMENT.

F. FURNISHINGS AND INSTALLATION ALARM DEVICES, UNLESS OTHERWISE SPECIFICALLY MENTIONED HEREIN.

3. GENERAL CONDITIONS

A. THE APPLICABLE PROVISIONS OF THE GENERAL CONSTRUCTION SPECIFICATIONS SHALL APPLY TO THE FOLLOWING SPECIFICATION ARTICLES.

B. ALL WORK SHALL COMPLY WITH NASSAU COUNTY BUILDING STANDARDS.

4. NOTICE TO BIDDERS

A. THE SPECIFICATIONS AND DRAWINGS ARE INTENDED TO SERVE JOINTLY AS A BASIS UPON WHICH THE CONTRACTOR SHALL SUBMIT A CONTRACT PRICE FOR THE MATERIAL AND LABOR PROVISIONS.

B. WHEN CONFLICTS OCCUR IN THE SPECIFICATIONS OR ON THE DRAWINGS, OR BETWEEN EITHER, THE ITEMS OF GREATER QUANTITY OR HIGHER COST SHALL BE PROVIDED.

C. THE CONTRACTOR SHALL PROVIDE ALL ITEMS OF LABOR OR MATERIALS NOT SPECIFICALLY INDICATED, BUT REQUIRED TO COMPLETE THE INTENDED INSTALLATIONS.

D. CONTRACTOR SHALL COORDINATE HIS WORK WITH OTHER TRADES AND CONFER WITH OTHER CONTRACTORS WHOSE WORK MIGHT AFFECT THIS INSTALLATION. CONTRACTOR SHALL ARRANGE ALL PARTS OF THIS WORK AND EQUIPMENT IN PROPER RELATION TO THE WORK AND EQUIPMENT OF OTHERS AND WITH BUILDING CONSTRUCTION AND ARCHITECTURAL FINISH SO THAT IT WILL HARMONIZE IN SERVICE AND APPEARANCE.

E. THE WORK UNDER THIS CONTRACT SHALL BE PERFORMED SIMULTANEOUSLY WITH THE WORK OF OTHER TRADES, SO AS NOT TO DELAY THE OVERALL PROGRESS OF WORK.

F. THIS CONTRACTOR SHALL BE RESPONSIBLE FOR HIS WORK WITH HIS COMPLETION AND FINAL ACCEPTANCE AND SHALL REPLACE ANY OF THE SAME WHICH CAN BE DAMAGED, LOST OR STOLEN, WITHOUT ADDITIONAL COST TO THE OWNER.

G. THE DRAWINGS ARE DIAGRAMMATIC AND INDICATE SIZE AND GENERAL LOCATION OF WORK. SCALE DIMENSIONS SHALL NOT BE USED. THE EXACT LOCATION AND ELEVATION OF ALL LIGHTING FIXTURES AND OUTLETS, ETC., SHALL BE DETERMINED FROM THE ARCHITECTS DRAWINGS. CONTRACTOR SHALL FURNISH ALL NECESSARY OUTLETS, SUPPORTS, FITTINGS, AND ACCESSORIES TO FULFILL APPLICABLE CODES, REGULATIONS, BUILDING STANDARDS AND THE BEST PRACTICES OF THE TRADE FOR INSTALLATION OF ELECTRICAL WORK.

H. ALL EQUIPMENT AND MATERIALS SHALL BE INSTALLED IN A WORKMANLIKE MANNER. ANY MATERIAL AND EQUIPMENT NOT SO INSTALLED SHALL BE REMOVED AND REPLACED IN A SATISFACTORY MANNER. ALL EXPENSES INCIDENTAL THERETO SHALL BE BORNE BY THE CONTRACTOR.

5. OPERATING AND MAINTENANCE INSTRUCTIONS

A. AFTER FINAL TEST AND ADJUSTMENTS FULLY INSTRUCT OWNER'S OPERATING PERSONNEL IN ALL DETAILS OF OPERATION FOR EQUIPMENT INSTALLED. A SIGNED RECEIPT WHICH SHALL BE OBTAINED FROM THE OPERATOR SHALL BE CONSTRUED AS EVIDENCE THAT INSTRUCTIONS WERE SATISFACTORY.

B. FURNISH TWO (2) COPIES OF WRITTEN DESCRIPTIONS OF ALL SYSTEMS COVERING ALL MANUAL AND AUTOMATIC OPERATING PROCEDURES.

6. SHOP DRAWINGS AND EQUIPMENT SUBMISSIONS

A. WITHIN SUCH TIME AS WILL DIRECTED, SUBMIT FOR APPROVAL SHOP DRAWINGS AND SAMPLES OF EQUIPMENT PROPOSED FOR USE. INTENTION OF USING SPECIFIED MATERIALS DOES NOT RELIEVE OBLIGATIONS OF SUBMITTING SHOP DRAWINGS.

B. SHOP DRAWINGS SHALL CERTIFY WORK TO BE INSTALLED AS COORDINATED WITH WORK OF ALL OTHER TRADES WITHIN SPACES ALLOCATED. CONTRACTOR SHALL PLAN WORK SO THAT SUFFICIENT TIME IS ALLOWED FOR THIS COORDINATION PRIOR TO SUBMISSION OF SHOP DRAWINGS.

C. IF MATERIALS OR EQUIPMENT IS INSTALLED BEFORE IT IS APPROVED FOR FULLY COORDINATED, THE CONTRACTOR SHALL BE LIABLE FOR ITS REMOVAL AND REPLACEMENT AT NO CHARGE IF, IN OPINION OF THE OWNER, MATERIAL OR EQUIPMENT DOES NOT MEET INTENT OF DRAWINGS AND SPECIFICATIONS.

D. CONTRACTOR SHALL PREPARE SHOP DRAWINGS AND SUBMIT TO GENERAL CONTRACTOR ALL REQUIRED OPENINGS IN STRUCTURAL WALLS AND/OR FLOORS.

E. PRIOR PURCHASING SUBMIT 5 COPIES OF SHOP DRAWINGS OF THE FOLLOWING FOR APPROVAL:

1) WIRING DEVICES

2) LIGHTING FIXTURES AND LAMPS

3) PANELBOARDS AND SWITCHBOARDS.

F. BEFORE FINAL ACCEPTANCE OF WORK, CONTRACTOR SHALL SUBMIT COMPLETE SETS OF ALL APPROVED SHOP DRAWINGS, SPECIFICATIONS SHEETS, WIRING DIAGRAMS, SPARE PARTS LIST AND FIVE (5) COMPLETE SETS OF OPERATING AND MAINTENANCE INSTRUCTIONS.

7. RECORD DRAWINGS

A. REPRODUCIBLE RECORD DRAWINGS SHALL BE SUPPLIED UPON WHICH CORRECTIONS SHALL BE MADE TO PROVIDE AN ACCURATE AND COMPLETE RECORD OF THE WORK AS INSTALLED.

B. UPON COMPLETION OF THE INSTALLATION, PROVIDE A COMPLETE SET OF REPRODUCIBLE DRAWINGS ON MYLAR INDICATING A COMPLETE RECORD OF ALL REVISIONS OF THE ORIGINAL DRAWINGS, AS ACTUALLY INSTALLED. SUBMIT ONE SET BLACK AND WHITE PRINTS TO THE ARCHITECT AND CONSULTING ENGINEER FOR REVIEW. MAKE THE NECESSARY CHANGES AND DELIVER THEM TO THE OWNER.

8. APPROVALS AND SUBMISSIONS

A. IT IS THE INTENT OF THESE SPECIFICATIONS THAT WHEREVER A MANUFACTURER IS SPECIFIED AND SUBSTITUTIONS ARE MADE, THEY SHALL CONFORM IN ALL RESPECTS TO THE SPECIFIED ITEM. CRITERIA AS DELINEATED FOR EQUIPMENT SHALL BE INTERPRETED AS MINIMUM PERFORMANCE REQUIREMENTS.

B. BASE ALL BIDS ON THE EQUIPMENT AND MANUFACTURERS LISTED. IF SUBSTITUTION IS PROPOSED, MAKE APPLICATION TO THE OWNER IN WRITING STATING THE COST DIFFERENTIAL INVOLVED.

C. PRIOR TO THE ELECTRICAL CONTRACTOR BEING RELEASED FROM ALL OBLIGATIONS, HE WILL OBTAIN AND TURN OVER TO XSPORT CONSTRUCTION MANAGER THE ORIGINAL COPY OF THE DEPARTMENT OF BUILDINGS ' CERTIFICATE OF ELECTRICAL INSPECTION".

9. TEST AND INSPECTION

A. PROPERLY TEST THE PHASE ROTATION OF ALL NEW FEEDERS AND BRANCH CIRCUITS AND MAKE SUCH CHANGES AND ALTERATIONS NECESSARY TO INSURE THE CORRECT ROTATION OF ALL MOTOR DRIVEN EQUIPMENT THROUGHOUT THE NEW INSTALLATION.

B. INSULATION RESISTANCE TESTS SHALL BE PERFORMED ON ALL WIRING AND EQUIPMENT. MEASURED INSULATION RESISTANCE SHALL CONFORM TO REQUIREMENTS OF THE EDITION OF THE NATIONAL ELECTRICAL CODE.

C. BEFORE ENERGIZING ANY FACTORY FABRICATED EQUIPMENT, INSPECT EACH UNIT IN DETAIL TO ASSURE ALL BOLTS AND CONNECTIONS ARE TIGHT (TORQUE-TIGHTEN WHERE REQUIRED) AND THAT THE COMPONENTS ARE IN PROPER ALIGNMENT AND ARE IN SAFE OPERABLE CONDITION.

D. THE COMPLETE ELECTRICAL SYSTEM SHALL TEST FREE OF GROUNDS AND SHORT CIRCUITS.

E. SHOULD ANY PART OF THE SYSTEM FAIL TO MEET THE CONTRACT REQUIREMENTS, ADJUST, REPAIR OR REPLACE ALL DEFECTIVE OR INOPERATIVE PARTS AND AGAIN CONDUCT THE COMPLETE PERFORMANCE TEST.

10. VERIFY EXISTING CONDITION, REMOVALS AND ALTERATIONS

A. THE CONTRACTOR SHALL VISIT THE PREMISES TO DETERMINE EXISTING CONDITIONS AND COMPARE SAME WITH DRAWINGS AND SPECIFICATIONS AND SATISFY HIMSELF OF ALL CONDITIONS PRIOR TO THE SUBMISSION OF A BID PROPOSAL. NO ALLOWANCE WILL BE MADE FOR FAILURE TO COMPLY WITH THESE REQUIREMENTS AND A BID PROPOSAL SHALL BE CONSTRUED AS EVIDENCE HE HAS DONE SO.

11. REMOVALS AND ALTERATIONS

A. THE CONTRACTOR SHALL REMOVE, RELOCATE, REPLACE, ADJUST, ADAPT AND MODIFY EXISTING EQUIPMENT AND/OR SYSTEMS AS REQUIRED BY THE DRAWINGS OR SPECIFICATIONS AND AS MAY BE REQUIRED WHEN SUCH WORK IS UNCOVERED AND FOUND TO INTERFERE WITH THE COMPLETION OF WORK IN THIS CONTRACT OR OTHER CONTRACT WORK.

B. ALL REMOVED EQUIPMENT AND MATERIAL SHALL BE REMOVED FROM THE PROJECT SITE, OR TO A LOCATION AS DIRECTED BY THE OWNER.

12. IDENTIFICATION OF EQUIPMENT AND CONTROLS

A. ALL EQUIPMENT SHALL BE STENCILED OR LABELED WITH LAMACOID PLATES SCREWED THEREON WHICH SHALL INDICATE SYSTEMS SERVED.

B. REFER TO SECTION 16 GENERAL REQUIREMENTS, ITEM F.

13. CODES, PERMITS AND INSPECTIONS

A. ALL WORK SHALL MEET OR EXCEED REQUIREMENTS OF THE NATIONAL ELECTRICAL CODE AND ALL OTHER FEDERAL, STATE, COUNTY, MUNICIPAL AND OTHER AUTHORITIES EXERCISING JURISDICTION OF THE WORK OF THIS PROJECT.

B. ANY PORTION OF WORK WHICH IS NOT SUBJECT TO THE APPROVAL OF AUTHORITY HAVING JURISDICTION SHALL BE PROVIDED IN ACCORDANCE WITH NATIONAL FIRE PROTECTION ASSOCIATION REQUIREMENTS.

C. COMPLY WITH APPLICABLE UTILITY COMPANY RULES AND REGULATIONS.

D. COMPLY WITH THE OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA) REQUIREMENTS.

E. SECURE PERMITS AND INSPECTION CERTIFICATES AND TRANSMIT SAME TO THE OWNER AT THE COMPLETION OF THE WORK.

14. GUARANTEE AND SERVICE

A. THE CONTRACTOR SHALL GUARANTEE AND SERVICE THE ENTIRE INSTALLATION FOR A PERIOD OF ONE YEAR FROM THE DATE OF THE FINAL ACCEPTANCE OF THE INSTALLATION BY THE ENGINEER.

B. THE CONTRACTOR SHALL, DURING THE PERIOD OF THE GUARANTEE, REPLACE OR REPAIR AT HIS OWN EXPENSE ANY PIECE OF EQUIPMENT AND/OR MATERIAL WHICH IS FOUND TO BE DEFECTIVE. THE REPLACEMENT OR REPAIR SHALL BE PERFORMED THE SAME DAY OF THE NOTIFICATION IN AN EMERGENCY FACTOR WHEN NOTIFIED BY THE OWNER OR AUTHORIZED REPRESENTATIVE. THE CONTRACTOR SHALL ALSO REPAIR ALL DAMAGE TO SURROUNDING WORK CAUSED BY THE FAILURE, REPAIR OR REPLACEMENT OF DEFECTIVE EQUIPMENT.

C. THE FINAL INSPECTION WILL BE MADE AFTER THE CONTRACTOR HAS INSTALLED AND ADJUSTED HIS EQUIPMENT, DEMONSTRATED THAT IT FULFILLS THE REQUIREMENTS OF THE DRAWINGS AND SPECIFICATIONS, AND HAS FURNISHED ALL THE REQUIRED CERTIFICATES OF INSPECTION AND APPROVALS.

15. CONTROLS

A. THE ELECTRICAL CONTRACTOR SHALL RECEIVE, SET AND MOUNT ALL POWER, TEMPERATURE AND SAFETY CONTROLS, INCLUDING ALL CONTACTORS, RELAYS, DAMPERS, ETC., WHICH SHALL BE FURNISHED AS DEFINED IN THE MECHANICAL SPECIFICATIONS AND DRAWINGS. IT SHALL BE THE ELECTRICAL CONTRACTORS RESPONSIBILITY TO DETERMINE THE EXTENT OF NECESSARY WIRING BY REVIEW OF THE MECHANICAL PLANS AND SPECIFICATIONS AND THE DEFINITIONS THEREIN.

B. POINT-TO-POINT WIRING DIAGRAMS FOR ALL FIELD INSTALLED MECHANICAL WIRING SHALL BE FURNISHED BY THE MECHANICAL CONTRACTOR DURING THE CONSTRUCTION PHASE FOR INSTALLATION UNDER THIS DIVISION OF THE WORK.

C. ALL STARTERS, TEMPERATURE CONTROLLERS, SUPERVISORY DEVICES, ALARMS AND OTHER MECHANICAL SYSTEM CONTROL EQUIPMENT SHALL BE FURNISHED BY THE MECHANICAL CONTRACTOR FOR INSTALLATION UNDER THIS DIVISION OF THE WORK.

D. WHEN STARTERS ARE NOT INSTALLED IN SIGHT OF MOTORS THEY CONTROL, A LOCAL DISCONNECT SWITCH OF THE SIZE AND TYPE REQUIRED TO PRECISELY AND SAFELY DISCONNECT THE LOAD SHALL BE PROVIDED.

16. GENERAL REQUIREMENTS

A. EXECUTE THE WORK IN THE BEST MANNER TO ASSURE EASE OF OPERATION AND MAINTENANCE, AS WELL AS SATISFACTORY PERFORMANCE. GUARANTEE THAT THE MATERIALS AND WORKMANSHIP PROVIDED UNDER THIS SECTION WILL BE OF THE BEST GRADE, THAT THE VARIOUS SYSTEMS WILL BE COMPLETELY READY TO OPERATE WHEN TURNED OVER TO THE OWNER, AND THAT THEY WILL INCLUDE ALL LABOR AND MATERIALS REQUIRED TO MAKE THEM SO, ALTHOUGH NOT SPECIFICALLY INDICATED OR MENTIONED HEREIN. THE ARCHITECT AND CONSULTING ENGINEER WILL INTERPRET THE MEANING OF THE CONTRACT DOCUMENTS AND SHALL HAVE THE POWER TO REJECT ANY WORK AND MATERIALS WHICH, IN THEIR JUDGMENT, DO NOT MEET THE CONTRACT REQUIREMENTS.

B. ALL MATERIALS, EQUIPMENT AND APPARATUS SHALL BE NEW AND UNDERWRITERS LABELED FOR ALL ITEMS WHERE SUCH LABELS ARE AVAILABLE. ITEMS WHICH ARE NOT UNDERWRITERS LABELED WILL NOT BE ACCEPTABLE IF LABELED EQUIPMENT CAN BE OBTAINED FROM ANOTHER ACCEPTABLE MANUFACTURER.

C. CLEANING

WHEN DIRECTED BY GENERAL CONTRACTOR, REMOVE FROM ENTIRE INSTALLATION OF WORK OF THIS SECTION ALL PROTECTING MATERIALS, DIRT, DUST, SMEARS, STAINS, PAINT SPOTS, AND THE LIKE, AND LEAVE IN A CLEAN CONDITION. CLEAN AND REMOVE ALL SMUDGES, FINGERPRINTS, ETC., FROM LIGHTING FIXTURES AFTER INSTALLATION.

D. CUTTING AND PATCHING

1) IN GENERAL, CUTTING AND PATCHING WILL BE DONE UNDER OTHER SECTIONS OF THE WORK EXCEPT FOR THE ELECTRICAL CONDUIT DISTRIBUTION SYSTEM, WHICH SHALL BE DONE UNDER THIS SECTION.

2) THE ELECTRICAL CONTRACTOR SHALL FURNISH TO THE GENERAL CONTRACTOR THE NECESSARY INFORMATION SO THAT NECESSARY OPENINGS CAN BE PROVIDED.

3) NO CUTTING OR DRILLING OF THE EXISTING STRUCTURE SHALL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE GENERAL CONTRACTOR. ELECTRICAL CONTRACTOR SHALL SUBMIT FOR APPROVAL ALL LOCATIONS OF PROPOSED PENETRATIONS THROUGH THE EXISTING STRUCTURE PRIOR TO WORK BEING DONE.

E. LIMITING NOISE PRODUCED BY ELECTRICAL INSTALLATIONS

ALL WORK SHALL OPERATE UNDER ALL CONDITIONS OF LOAD WITHOUT ANY SOUND OR VIBRATION WHICH IS OBJECTIONABLE, IN OPINION OF THE ARCHITECT AND OWNER. SOUND OR VIBRATION CONDITIONS CONSIDERED OBJECTIONABLE SHALL BE CORRECTED IN APPROVED MANNER BY CONTRACTOR AT HIS EXPENSE.

F. IDENTIFICATION

1) IDENTIFICATION FOR SWITCHBOARDS AND PANELBOARDS SHALL BE BY MEANS OF ENGRAVED LAMACOID NAMEPLATES SHOWING 1/4" HIGH WHITE LETTERING ON A BLACK FASTENED TO THE OUTSIDE FACE OF THE FRONT.

2) IDENTIFICATION FOR DISTRIBUTION SWITCHES OR CIRCUIT BREAKERS SHALL BE BY MEANS OF THE FOLLOWING:

A) WHERE INDIVIDUALLY ENCLOSED ENGRAVED LAMACOID NAMEPLATES SHOWING 1/8" HIGH WHITE LETTERING ON A BLACK BACKGROUND FASTENED ON THE OUTSIDE FRONT FACE OF THE ENCLOSURE.

B) WHERE IN POWER CENTERS AND SWITCHBOARDS AND PANELBOARDS WITHOUT DOORS, SAME AS FOR INDIVIDUALLY ENCLOSED.

C) WHERE IN PANELBOARDS WITH DOORS – DIRECTORIES – MOUNTED BEHIND TRANSPARENT PLASTIC COVERS, IN METAL FRAMES FASTENED ON THE INSIDE FACE OF THE DOORS.

3) IDENTIFICATION FOR THE WIRES AND CABLES OF FEEDERS SHALL BE BY MEANS OF WRAP-AROUND LABELS.

4) DEVICE PLATES FOR LOCAL TOGGLE SWITCHES, TOGGLE SWITCH-TYPE MOTOR STARTERS, PILOT LIGHTS, AND THE LIKE, WHOSE FUNCTION IS NOT READILY APPARENT, SHALL BE ENGRAVED WITH 1/8" HIGH LETTERS SUITABLY DESCRIBING THE EQUIPMENT CONTROLLED OR INDICATED.

G. SLEEVES

1) SLEEVES IN FLOOR SLABS FOR CONDUIT SHALL BE MADE OF GALVANIZED SHEET STEEL, SECURELY FASTENED IN POSITION. SLEEVES SHALL BE SET WITH THEIR TOP END SET AT LEAST TWO INCHES ABOVE FINISHED FLOOR, EXCEPT IN MACHINE ROOMS WHERE THEY SHALL BE SET WITH TOPS 8 INCHES ABOVE FINISHED FLOOR. IN ADDITION, WHERE SLEEVES PIERCE SLABS OR WALLS SEPARATING MACHINE ROOM AREAS FROM OFFICE AREAS OR OTHER QUIET AREAS, SLEEVES SHALL BE PACKED WITH APPROVED MATERIALS TO PROVIDE FIRE BARRIER. BOTH USED AND UNUSED SLEEVES SHALL BE PACKED.

2) SLEEVES PASSING THROUGH EXTERIOR WALLS OR WATER-PROOFED FLOORS SHALL BE MADE OF GALVANIZED PIPE AND AFTER INSTALLATION OF CONDUIT SHALL BE WATER-PROOFED WITH "SEAL-TIGHT" WHITE OAKUM AND SEALED WITH APPROVED MASTIC ON FACE EXPOSED TO MOISTURE.

H. INSERTS, ANCHORS, ETC.

FURNISH TO THE PROPER TRADES ALL INSERTS, ANCHORS OR OTHER REQUIRED ITEMS WHICH ARE TO BE BUILT IN BY THEM FOR SECURING ALL HANGERS OR OTHER SUPPORTS FOR CONDUIT AND FOR ANCHORAGE OF ELECTRICAL APPARATUS AND EQUIPMENT. SUPERVISE THE PLACING OF THESE ANCHORS, INSERTS, ETC.

I. INSTALLATION OF EQUIPMENT NOT PURCHASED

1) COORDINATE DELIVERY, RECEIVE AND INSPECT ITEMS, REPORT ALL DEFECTS, SET MOUNT AND CONNECT UP COMPLETE FOR OPERATION. INCLUDE ADAPTERS, FITTINGS, TOOLS, LABOR AND EQUIPMENT REQUIRED FOR FULL OPERATION.

2) MAKE CLAIMS TO OWNER IN WRITING OF DEFECTS, LACK OF PERFORMANCE AND ANY DEVIATIONS FROM EQUIPMENT DESCRIPTION.

The intent of this set of construction documents is to provide a complete and properly functioning space to be utilized for its designed purpose. The general contractor, construction manager, sub-contractor(s), supplier(s), and vendor(s) shall provide all labor and materials necessary to achieve a finished product capable of receiving a certificate of occupancy. Each contractor is obligated to examine the plans and if necessary, visit the site(s), so to be familiar with the actual conditions and requirements of the project. Any alleged discrepancies, ambiguities or unknowns, shall be immediately called to the attention of Combined Resources Consulting & Design, Inc., so that the matter may be resolved prior to the submission of a bid proposal. Each contractor, by submission of their bid, shall acknowledge that these documents are an adequate definition of the scope of work. Additional cost claims, based on any deficiency of construction documents, actual or not, will not be considered.

No	Submission	Date
–	ISSUED FOR SCHEMATIC DESIGN	6/3/15

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Drawing:
ELECTRICAL SPECIFICATIONS

Initial Dwg Date: 05/12/2015	Drawn By: JM
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Seal & Sign: STATE OF NEW YORK · GARY M. RODOLITZ · LICENSED PROFESSIONAL ENGINEER · 056705

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PLUMBING SPECIFICATIONS

1.0 GENERAL CONDITIONS

A. ALL WORK COVERED BY THIS SECTION OF THESE SPECIFICATIONS SHALL BE ACCOMPLISHED IN ACCORDANCE WITH THE RESPECTIVE DRAWINGS, INFORMATION OR INSTRUCTIONS TO BIDDERS, GENERAL REQUIREMENTS, AND THE SUPPLEMENTARY GENERAL CONDITIONS OF THESE SPECIFICATIONS. ANY SUPPLEMENTARY CONDITIONS, SPECIAL CONDITIONS, ADDENDA, OR DIRECTIVES WHICH MAY BE ISSUED BY THE ARCHITECT, HEREWITH, OR OTHERWISE, SHALL BE COMPLIED WITH IN EVERY RESPECT.

B. BIDDERS SHALL DETERMINE THE CONTENTS OF A COMPLETE SET OF DRAWINGS AND SPECIFICATIONS AND BE AWARE THAT THEY MAY BE BIDDING FROM A PARTIAL SET OF DRAWINGS, APPLICABLE ONLY TO THE VARIOUS SEPARATE CONTRACT, SUB-CONTRACTS, OR TRADES AS MAY BE ISSUED FOR BIDDING PURPOSES ONLY. THE CONTRACT DOCUMENTS ARE THE COMBINED ARCHITECTURAL, PLUMBING , HEATING, VENTILATING AND AIR CONDITIONING AND ELECTRICAL DRAWINGS AND SPECIFICATIONS. ALL DRAWINGS AND SPECIFICATIONS ARE ON FILE IN THE ARCHITECT'S OFFICE AND EACH BIDDER SHALL THOROUGHLY ACQUAINT HIMSELF WITH ALL OF THE DETAILS OF THE COMPLETE SET OF DRAWINGS AND SPECIFICATIONS BEFORE SUBMITTING HIS BID. ALL DRAWINGS AND SPECIFICATIONS FORM A PART OF THE CONTRACT DOCUMENTS FOR EACH SEPARATE CONTRACT AND SHALL BE CONSIDERED AS BOUND THEREWITH IN THE EVENT PARTIAL SETS OF PLANS AND SPECIFICATIONS ARE ISSUED FOR BIDDING ONLY. THE SUBMISSION OF BIDS SHALL BE DEEMED EVIDENCE OF THE REVIEW AND EXAMINATION OF ALL DRAWINGS, SPECIFICATIONS AND ADDENDA ISSUED FOR THE PROJECT AS NO ALLOWANCES WILL BE MADE BECAUSE OF THE SUB-CONTRACTOR'S UNFAMILIARITY WITH ANY PORTION OF THE COMPLETE SET OF DOCUMENTS.

2.0 SCOPE

A. THE WORK INCLUDED UNDER THIS SPECIFICATION CONSISTS OF THE FURNISHING OF ALL LABOR, MATERIALS, TOOLS, TRANSPORTATION, SERVICES, ETC. WHICH ARE APPLICABLE AND NECESSARY TO COMPLETE THE INSTALLATION OF THE SYSTEMS SPECIFIED IN THE MECHANICAL SPECIFICATIONS, ALL AS DESCRIBED IN THESE SPECIFICATIONS, AS ILLUSTRATED ON THE ACCOMPANYING DRAWINGS, OR AS DIRECTED BY THE ARCHITECT.

B. IN GENERAL, THE VARIOUS PIPES, ETC. TO BE INSTALLED BY THE VARIOUS TRADES UNDER THIS SPECIFICATION SHALL BE RUN AS INDICATED, AS SPECIFIED HEREIN, AS REQUIRED BY PARTICULAR CONDITIONS AT THE SITE, AND AS REQUIRED TO CONFORM TO THE GENERALLY ACCEPTED STANDARDS SO AS TO COMPLETE THE WORK IN A NEAT AND SATISFACTORY MANNER. RUN WORK PARALLEL OR PERPENDICULAR TO THE LINES OF THE BUILDING UNLESS OTHERWISE NOTED.

C. THE CONSTRUCTION DETAILS OF THE BUILDING ARE ILLUSTRATED ON THE ARCHITECTURAL DRAWINGS. EACH CONTRACTOR SHALL THOROUGHLY ACQUAINT HIMSELF WITH THE DETAILS BEFORE SUBMITTING HIS BID AS NO ALLOWANCE WILL BE MADE BECAUSE OF THE CONTRACTOR'S UNFAMILIARITY WITH THESE DETAILS.

3.0 INSPECTION OF SITE

THE CONTRACTOR SHALL VISIT THE SITE, VERIFY ALL EXISTING ITEMS SHOWN ON PLANS OR SPECIFIED, AND FAMILIARIZE HIMSELF WITH THE WORKING CONDITIONS, HAZARDS, AND LOCAL REQUIREMENTS INVOLVED, AND SUBMISSION OF BIDS SHALL BE DEEMED EVIDENCE OF SUCH VISITS. ALL PROPOSALS SHALL TAKE THESE EXISTING CONDITIONS INTO CONSIDERATION AND THE LACK OF SPECIFIC INFORMATION ON THE DRAWINGS SHALL NOT RELIEVE THE SUBCONTRACTOR OF ANY RESPONSIBILITY.

4.0 UTILITIES, LOCATIONS AND ELEVATIONS

G.C. SHALL EXAMINE THE SITE, SHALL VERIFY TO HIS OWN SATISFACTION THE LOCATIONS AND AVAILABILITY OF ALL UTILITIES AND SERVICES REQUIRED, AND SHALL ADEQUATELY INFORM HIMSELF AS TO THEIR RELATION TO THE WORK; THE SUBMISSION OF BIDS SHALL BE DEEMED EVIDENCE THEREOF.

5.0 CODE REQUIREMENTS

ALL WORK SHALL COMPLY WITH THE PROVISIONS OF THESE SPECIFICATIONS, AS ILLUSTRATED ON THE ACCOMPANYING DRAWINGS, OR AS DIRECTED BY THE ARCHITECT, AND SHALL SATISFY ALL APPLICABLE LOCAL CODES, ORDINANCES, OR REGULATIONS OF THE GOVERNING BODIES, AND ALL AUTHORITIES HAVING JURISDICTION OF THE GOVERNING BODIES, AND ALL AUTHORITIES HAVE JURISDICTION OVER THE WORK, OR SERVICES THERETO. IN ALL CASES WHERE ALTERATIONS TO, OR DEVIATION FROM, THE DRAWINGS AND SPECIFICATIONS ARE REQUIRED BY THE AUTHORITY HAVING JURISDICTION, THE CONTRACTOR SHALL REPORT THE SAME IN WRITING TO THE ARCHITECT AND SECURE HIS APPROVAL BEFORE PROCEEDING. UPON COMPLETION OF THE WORK, THE CONTRACTOR SHALL PROVIDE COMPETE UTILITY SERVICE CONNECTIONS, AS DIRECTED AND SUBMIT, AS REQUIRED ALL NECESSARY DRAWINGS; HE SHALL SECURE ALL PERMITS AND INSPECTIONS NECESSARY IN CONNECTION WITH HIS WORK AND PAY ALL LEGAL FEES ON ACCOUNT THEREOF. IN THE ABSENCE OF OTHER APPLICABLE LOCAL CODES, THE NATIONAL AND N.Y.S. ELECTRICAL CODE AND N.Y.S. PLUMBING CODE SHALL APPLY TO THIS WORK.

6.0 SCHEDULE OF MATERIAL AND EQUIPMENT

THE CONTRACTOR SHALL SUBMIT FOR THE ARCHITECT'S APPROVAL A COMPLETE SCHEDULE OF MATERIAL AND EQUIPMENT IN A BOUND BOOK WHICH IS TO BE INSTALLED UNDER THIS CONTRACT. THE SCHEDULE SHALL BE SUBMITTED WITHIN 30 DAYS AFTER THE AWARD OF THIS CONTRACT AND PRIOR TO THE INSTALLATION OR FABRICATION ON ANY OF THE MATERIALS THE MANUFACTURER'S NAME, CATALOG NUMBER, TYPE AND TRADE NAME; IN ADDITION , FOR EQUIPMENT ATTACH MANUFACTURER'S ENGINEERING DATA AND SPECIFICATION SHEET. INDIVIDUAL SUBMITTALS SHALL BE RETURNED UNCHECKED.

7.0 SHOP DRAWINGS: SEE ARCHITECTURAL GENERAL CONDITIONS

8.0 DRAWINGS AND SPECIFICATIONS

A. THE DRAWINGS SHOW DIAGRAMMATIC ALLY THE LOCATIONS OF THE VARIOUS LINES, DUCTS, CONDUITS, FIXTURES, AND EQUIPMENT AND THE METHOD OF CONNECTING AND CONTROLLING THEM. IT IS NOT INTENDED TO SHOW EVERY CONNECTION IN DETAIL AND ALL FITTINGS REQUIRED FOR A COMPLETE SYSTEM. THE SYSTEMS SHALL INCLUDE BUT ARE NOT LIMITED TO THE ITEMS SHOWN ON THE DRAWINGS. EXACT LOCATIONS OF THESE ITEMS SHALL BE DETERMINED BY REFERENCE TO THE GENERAL PLANS AND MEASUREMENTS AT THE BUILDING AND IN COOPERATION WITH OTHER SUB-CONTRACTORS, AND IN ALL CASES, SHALL BE SUBJECT TO THE APPROVAL OF THE ARCHITECT. THE ARCHITECT RESERVES THE RIGHT TO MAKE ANY REASONABLE CHANGE IN THE LOCATION OF ANY PART OF THIS WORK WITHOUT ADDITIONAL COST TO THE OWNER.

B. SHOULD ANY CHANGES BE DEEMED NECESSARY BY THE CONTRACTOR IN ITEMS SHOWN ON THE CONTRACT DRAWINGS, THE SHOP DRAWINGS, DESCRIPTIONS, AND THE REASON FOR THE PROPOSED CHANGES SHALL BE SUBMITTED TO THE ARCHITECT FOR APPROVAL.

C. EXCEPTIONS AND INCONSISTENCIES IN PLANS AND SPECIFICATIONS SHALL BE BROUGHT TO THE ARCHITECT'S ATTENTION BEFORE BIDS ARE SUBMITTED; OTHERWISE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF ANY AND ALL CHANGES AND ADDITIONS THAT MAY BE NECESSARY TO ACCOMMODATE HIS PARTICULAR APPARATUS.

D THE CONTRACTOR SHALL LAY OUT THIS WORK MAINTAINING ALL LINES, GRADES AND DIMENSIONS ACCORDING TO THESE DRAWINGS WITH DUE CONSIDERATION FOR OTHER TRADES AND VERIFY ALL DIMENSIONS AT THE SITE PRIOR TO ANY FABRICATION OR INSTALLATION. ANY DISCREPANCIES SHALL BE REPORTED TO THE ARCHITECT BEFORE ANY INSTALLATION OR FABRICATION AND THE EXISTING CONDITIONS SHALL BE INVESTIGATED AND PROPER CHANGES EFFECTED WITHOUT ANY ADDITIONAL COST.

E. TITLES OF SECTION AND PARAGRAPH IN THESE SPECIFICATIONS ARE INTRODUCED MERELY FOR CONVENIENCE AND ARE NOT TO BE CONSTRUED AS A CORRECT OR COMPLETE SEGREGATION TO TABULATION OF THE VARIOUS UNITS OF MATERIAL AND OR WORK. THE ARCHITECT DOES NOT ASSUME ANY RESPONSIBILITY EITHER DIRECT OR IMPLIED, FOR OMISSIONS OR DUPLICATIONS BY THE CONTRACTOR OR ANY SUB-CONTRACTOR, DUE TO REAL OR ALLEGED ERROR IN THE ARRANGEMENT OF MATTER IN THE CONTRACT DOCUMENTS.

9.0 ARCHITECT'S APPROVAL

A. IN ANY STATEMENT UNDER THIS CONTRACT WHERE "APPROVAL" IS REQUIRED OR REQUESTED, IT IS UNDERSTOOD THAT SUCH APPROVAL MUST BE OBTAINED FROM THE ARCHITECT IN WRITING BEFORE PROCEEDING WITH THE PROPOSAL, AND AN ADEQUATE NUMBER OF COPIES OF ANY SUCH PROPOSAL SHALL BE SUBMITTED TO THE ARCHITECT.

B. THE APPROVAL BY THE ARCHITECT OF ANY MATERIALS, CHANGES, DRAWINGS, ETC., SUBMITTED BY THE CONTRACTOR WILL BE CONSIDERED AS GENERAL ONLY AND TO AID THE CONTRACTOR IN EXPEDITING HIS WORK. SUCH APPROVAL AS MAY BE GIVEN DOES NOT IN ANY WAY RELIEVE THE CONTRACTOR FROM THE NECESSITY OF FURNISHING THE MATERIALS AND PERFORMING ALL WORK AS REQUIRED BY THE DRAWINGS AND SPECIFICATIONS.

10.0 RECORDS FOR THE OWNER

A. EACH CONTRACTOR SHALL OBTAIN AT HIS OWN EXPENSE A COMPLETE SET OF BLUE LINE PRINTS ON WHICH HE SHALL KEEP AN ACCURATE RECORD OF THE INSTALLATION OF ALL MATERIALS AND SYSTEMS COVERED BY HIS CONTRACTUAL AGREEMENT. THE RECORD SHALL INDICATE THE LOCATION OF ALL EQUIPMENT AND THE ROUTING OF ALL SYSTEMS. ALL PIPES BURIED IN CONCRETE SLABS, WALLS AND BELOW GRADE SHALL BE LOCATED BY DIMENSION UNLESS A SURFACE MOUNTED DEVICE IN EACH SPACE INDICATES THE EXACT LOCATION. HE SHALL THEN OBTAIN AT HIS EXPENSE ONE COMPLETE REPRODUCIBLE SET OF THE ORIGINAL DRAWINGS IN WHICH HE SHALL NEATLY TRANSFER HIS NOTATIONS AND DELIVER THESE DRAWINGS TO THE ARCHITECT AT JOB COMPLETION BEFORE FINAL PAYMENT FOR DELIVERY TO THE OWNER.

11.0 MATERIALS AND WORKMANSHIP

A. ALL MATERIALS UNLESS OTHERWISE SPECIFIED SHALL BE NEW, FREE FROM ANY DEFECTS, AND OF THE BEST QUALITY OF THEIR RESPECTIVE KINDS. ALL LIKE MATERIALS USED SHALL BE OF THE SAME MANUFACTURER, MODEL, AND QUALITY UNLESS OTHERWISE SPECIFIED.

B. ALL MANUFACTURED ARTICLES, MATERIALS, AND EQUIPMENT SHALL BE APPLIED, INSTALLED, CONNECTED, ERECTED, USED, CLEANED, ADJUSTED, AND CONDITIONED AS RECOMMENDED BY THE MANUFACTURERS, OR AS INDICATED IN THEIR PUBLISHED LITERATURE, UNLESS SPECIFICALLY HEREIN SPECIFIED TO THE CONTRARY. ALL WORK UNDER THIS CONTRACT SHALL BE PERFORMED BY COMPETENT WORKMEN AND EXECUTED IN A NEAT AND WORKMANLIKE MANNER PROVIDING A THOROUGH AND COMPLETE INSTALLATION. WORK SHALL BE PROPERLY PROTECTED DURING CONSTRUCTION. AT COMPLETION, THE INSTALLATION SHALL BE THOROUGHLY CLEANED AND ALL TOOLS, EQUIPMENT, OBSTRUCTIONS, OR DEBRIS PRESENT AS A RESULT OF THIS CONTRACT SHALL BE REMOVED FROM THE PREMISES.

12.0 STORAGE AND PROTECTION

PROVIDE ADEQUATE FACILITIES FOR ITEMS FURNISHED UNDER THESE SPECIFICATIONS WHICH ARE SUBJECT TO DAMAGE OR EXPOSED TO ELEMENTS. TAKE SUCH PRECAUTIONS AS NECESSARY TO PROPERLY PROTECT APPARATUS FROM DAMAGE. FAILURE TO COMPLY WITH THIS PROVISION WILL BE SUFFICIENT CAUSE FOR REJECTION OF THE APPARATUS.

13.0 COOPERATION

A. ALL WORK UNDER THESE SPECIFICATIONS SHALL BE ACCOMPLISHED IN CONJUNCTION WITH OTHER TRADES ON THIS PROJECT IN A MANNER WHICH WILL ALLOW EACH TRADE ADEQUATE TIME AT THE PROPER STAGE OF CONSTRUCTION TO FULFILL HIS WORK.

B. MAINTAINING CONTACT AND BEING FAMILIAR WITH THE PROGRESS OF THE GENERAL CONSTRUCTION AND THE TIMELY INSTALLATION OF SLEEVES AND INSERTS, ETC., BEFORE CONCRETE IS PLACED SHALL BE THE RESPONSIBILITY OF THIS TRADE AS WILL THE INSTALLATION OF THE REQUIRED SYSTEMS IN THEIR SEVERAL STAGES, AT THE PROPER TIME TO EXPEDITE THIS CONTRACT AND AVOID UNNECESSARY DELAYS IN THE PROGRESS OF OTHER CONTRACTS, AND MEET ALL REQUIREMENTS OF PROGRESS SCHEDULES SET UP BY THE ARCHITECT.

C. SHOULD ANY QUESTIONS ARISE BETWEEN TRADES AS TO THE PLACING OF LINES, DUCTS, CONDUITS, FIXTURES, OR EQUIPMENT, OR SHOULD IT APPEAR DESIRABLE TO REMOVE ANY GENERAL CONSTRUCTION WHICH WOULD AFFECT THE APPEARANCE OR STRENGTH OF THE STRUCTURE, REFERENCE SHALL BE MADE TO THE ARCHITECT FOR INSTRUCTION.

14.0 SLEEVES AND ESCUTCHEONS

A. GENERALLY WHERE PIPES PASS THROUGH WALLS OR FLOORS, 22 GAUGE GALVANIZED SHEET SLEEVES SHALL BE USED, EXCEPT THOSE IN BEAMS, OUTSIDE WALLS, STRUCTURAL MEMBERS OR IN CONCRETE SLABS IN MECHANICAL EQUIPMENT ROOMS, WHICH SHALL BE STANDARD GALVANIZED STEEL PIPE. THE SIZE OF THESE SLEEVES SHALL BE SUCH AS TO PERMIT READILY THE SUBSEQUENT INSERTION OF PIPE OF THE PROPER SIZE WITH ADEQUATE CLEARANCE FOR MOVEMENT DUE TO EXPANSION AND CONTRACTION. IN THE CASE OF INSULATED LINES THE DIAMETER OF THE SLEEVES SHALL BE AT LEAST 1/2" GREATER THAN THE OUTSIDE DIAMETER OF THE INSULATION. WHERE PIPES PASS THROUGH OUTSIDE WALLS, THE INSIDE DIAMETER OF THE GALVANIZED IRON PIPE SLEEVES SHALL BE AT LEAST 1/2" GREATER THAN THE OUTSIDE DIAMETER OF THE SERVICE PIPE. AFTER SETTING THE PIPE AND ITS SLEEVE SEAL WITH A MASTIC OR CAULK WITH LEAD. USE PACKING AS REQUIRED TO ACCOMPLISH THIS.

B. ESCUTCHEONS EXCEPT AS SPECIFICALLY NOTED OR SPECIFIED SHALL BE INSTALLED ON ALL PIPES PASSING EXPOSED THROUGH THE FLOORS, WALLS, OR CEILINGS. ESCUTCHEONS SHALL BE EQUAL TO THE CRANE NO. 10, CHROME PLATED SECTIONAL FLOOR AND CEILING PLATES AND SHALL FIT SNUGLY AND NEATLY AROUND PIPE OR PIPE INSULATION OR INSULATED LINES. SOLID CHROME PLATES WITH SET SCREWS SHALL BE USED IF SECTIONAL PLATES DO NOT FIT PROPERLY OR STAY IN PLACE.

15.0 DIELECTRIC ISOLATION

WHEREVER COPPER, BRASS OR BRONZE PIPING SYSTEMS ARE CONNECTED TO STEEL OR IRON PIPING SYSTEMS, THIS CONNECTION SHALL BE MADE WITH DIELECTRIC ISOLATORS. THE DIELECTRIC ISOLATORS SHALL BE SO DESIGNED THAT NONFERROUS PIPING MATERIALS SHALL BE ISOLATED BY THE USE OF TEFLON OR NYLON ISOLATING MATERIALS MADE UP IN THE FORM OF SCREWED TYPE UNIONS OR INSULATING GASKETS AND BOLT SLEEVES AND WASHERS FOR STANDARD FLANGED CONNECTION. ALL DIELECTRIC ISOLATORS SHALL BE SELECTED FOR PRESSURES OF THE SYSTEMS INVOLVED. DIELECTRIC ISOLATORS SHALL BE EPCO, CRANE OR MALONEY.

16.0 FLAME SPREAD PROPERTIES OF MATERIALS

ALL MATERIALS AND ADHESIVES USED FOR ACOUSTICAL LININGS AND INSULATION, JACKETS, TAPES, ETC. SHALL CONFORM TO INTERIM FEDERAL STANDARD FLAMESPREAD PROPERTIES OF MATERIALS, INC. FED. STD. NO. 00336A (COMM. NBS). THE CLASSIFICATION SHALL NOT EXCEED NO. 2, WITH THE RANGES OF INDICES BETWEEN 0 AND 25 FOR THESE CLASSIFICATIONS AS LISTED IN THE FEDERAL SPECIFICATIONS FOR THE BASIC MATERIALS, THE FINISHES, ADHESIVES, ETC. SPECIFIED FOR EACH SYSTEM, AND SHALL BE SUCH THAT WHEN COMPLETELY ASSEMBLED THE TOTAL WILL NOT EXCEED AN INDEX OF 50 IN CLASSIFICATION 111 AS LISTED IN THE FEDERAL SPECIFICATIONS. MODIFICATIONS SHALL BE MADE TO INSULATING MATERIALS, ETC. AS REQUIRED TO COMPLY WITH THE FEDERAL SPECIFICATIONS.

17.0 ELECTRIC WIRING

EXCEPT FOR SUCH ITEMS AS ARE NORMALLY WIRED UP AT THEIR POINT OF MANUFACTURE AND SO DELIVERED, AND UNLESS SPECIFICALLY NOTED TO THE CONTRARY HEREIN, THE ELECTRICAL CONTRACTOR WILL DO ALL ELECTRIC WIRING OF EVERY CHARACTER BOTH FOR POWER SUPPLY AND FOR ALL PILOT AND CONTROL WIRING, INCLUDING THE CONTROLS, STARTERS, ETC. THIS CONTRACTOR SHALL ERECT ALL MOTORS IN PLACE READY FOR CONNECTIONS AND SHALL FURNISH WITH EACH SUCH MOTOR A STARTER OF THE TYPE SPECIFIED DELIVER IT IN GOOD CONDITION TO THE ELECTRICAL CONTRACTOR AT THE JOB. THE ELECTRICAL CONTRACTOR WILL MOUNT ALL SUCH STARTERS, AS DIRECTED, FURNISHING SUPPORTING STRUCTURES WHERE NECESSARY.

18.0 CROSS CONNECTION AND INTERCONNECTIONS

NO PLUMBING FIXTURE, DEVICE, OR PIPING SHALL BE INSTALLED WHICH WILL PROVIDE A CROSS CONNECTION OR INTERCONNECTION BETWEEN A DISTRIBUTING SUPPLY FOR DRINKING OR DOMESTIC PURPOSES AND A POLLUTED SUPPLY SUCH AS DRAINAGE SYSTEM OR A SOIL OR WASTE PIPE WHICH WILL PERMIT OR MAKE POSSIBLE THE BACKFLOW OF SEWAGE, POLLUTED WATER, OR WASTE INTO THE WATER SUPPLY SYSTEM.

19.0 RESPONSIBILITY

THE CONTRACTOR WILL BE HELD RESPONSIBLE FOR THE SATISFACTORY AND COMPLETE EXECUTION OF ALL WORK INCLUDED. HE SHALL PRODUCE COMPLETE FINISHED OPERATING SYSTEMS AND PROVIDE ALL INCIDENTAL ITEMS REQUIRED AS PART OF HIS WORK, REGARDLESS OF WHETHER SUCH ITEMS IS PARTICULARLY SPECIFIED OR INDICATED.

20.0 CLEAN UP

A. CLEAN UP TRASH AND DEBRIS CAUSED BY THE WORK OF THIS SECTION, KEEPING PREMISES, STREETS, SIDEWALKS AND ADJACENT AREAS CLEAN AND NEAT AT ALL TIMES.

B. LEGALLY DISPOSE OF SUCH MATERIALS OUTSIDE THE LIMITS OF THE PROJECT SITE AT APPROVED LOCATIONS.

21.0 ACCESS DOORS

ACCESS DOORS ARE TO BE PROVIDED BY THE GENERAL CONTRACTOR. THIS SUB-CONTRACTOR WILL CLOSELY COORDINATE LOCATIONS OF VALVES, ETC. IN ORDER TO HAVE ACCESS TO ALL CONCEALED PORTIONS OF THE SYSTEM REQUIRING PERIODIC SERVICE. PREPARE SHOP DRAWINGS FOR COORDINATION OF ALL ACCESS DOORS, LOCATING SAME FOR INSTALLATION BY GENERAL CONTRACTOR.

22.0 GUARANTEE

A. THE CONTRACTOR SHALL FURNISH A WRITTEN GUARANTEE IN TRIPLICATE, WARRANTING ALL MATERIALS, EQUIPMENT AND LABOR FURNISHED BY HIM TO BE FREE OF ALL DEFECTS, FOR A PERIOD OF ONE YEAR FROM DATE OF FINAL ACCEPTANCE BY THE OWNER. HE SHALL FURTHER GUARANTEE THAT ALL EQUIPMENT SHALL MEET THE CHARACTERISTICS, CAPACITIES AND WORKMANSHIP SPECIFIED AND SHOULD ANY DEFECTS OR EQUIPMENT BE INDICATED WITHIN THE WARRANTY PERIOD, THE DEFECTS AND/OR EQUIPMENT WILL BE REPAIRED OR MADE GOOD WITHOUT COST TO THE OWNER.

23.0 VALVES

A. FURNISH AND INSTALL ALL VALVES INDICATED ON THE PLANS, SPECIFIED HEREIN, OR REQUIRED TO CONTROL THE FLOW OF WATER, ETC. TO AND FROM VARIOUS PARTS OF THE SYSTEMS, IN AND OUT OF VARIOUS PIECES OF MACHINERY, AND EQUIPMENT, TO SEGREGATE VARIOUS PARTS OF INDIVIDUAL SYSTEMS, ETC.

B. GENERALLY, VALVES SHALL BE OF THE TYPES AND PATTERN CORRESPONDING TO THE FOLLOWING LISTINGS, BUT WHERE NECESSITATED BY PARTICULAR CONDITIONS OR CLASSES OF WORK, SPECIAL VALVES SHALL BE EMPLOYED.

C. VALVES SHALL BE ONE OF THE FOLLOWING TYPES AND APPROVED MANUFACTURERS.

VALVE TYPE	SIZE	END CONNECTION	CRANE NUMBER	NIBCO NUMBER	HAMMOND NUMBER
GATE	2" & SMALLER	THREADED	438	T-113	IB-645
GATE	2" & SMALLER	SOLDER	1320	S-113	IB-647
GLOBE	2" & SMALLER	THREADED	7	T-235-Y	IB-413
GLOBE	2" & SMALLER	SOLDER	1310	S - 211-Y	X
ANGLE	2" & SMALLER	THREADED	17	T-311-Y	X
ANGLE	2" & SMALLER	SOLDER	X	S-311-Y	X
CHECK	2" & SMALLER	THREADED	37	T-413-B	IR-940
CHECK	2" & SMALLER	SOLDER	1342	S-413-Y	IB-941

VALVE TYPE	SIZE	END CONNECTION	APOLLO NUMBER	NIBCO NUMBER	WATTS NUMBER
BALL	1" & SMALLER	SOLDER	70 SERIES	S-585-70	B-6001
BALL	1 1/4"& LGR	SOLDER	82 SERIES	S-595Y	B-6801

D. WHERE COCKS ARE REQUIRED, THEY SHALL GENERALLY BE BRASS, SCREWED PATTERN UP TO 2" AND CAST IRON FLANGED PATTERN 2 1/2" AND LARGER PLUG COCKS SUITABLE FOR THE SYSTEM. ALSO, PROVIDE AND INSTALL ALL SPECIAL COCKS REQUIRED SUCH AS PET COCKS, GAUGE COCKS, ETC. COCKS IN GAS LINES SHALL BE CRANE NO. 324 EXCEPT ABOVE 2", USE NORDSTROM NO. 143 WITH REMOVABLE HANDLE.

E. WHERE VALVES OR COCKS ARE INSTALLED IN CHROME PLATED LINES, THEY SHALL BE CHROME PLATED TO MATCH.

F. CONNECTIONS BETWEEN SCREW JOINT VALVES AND COPPER LINES SHALL BE MADE USING COPPER TO I.P.S. SCREWED OR COPPER TO I.P.S. FLANGED CONNECTORS.

G. SPECIAL TYPES OF VALVES SHALL BE EMPLOYED IN ANY AND ALL LINES WHERE SPECIFIED ELSEWHERE OR REQUIRED BY CONDITIONS EXISTING AT THE JOB SITE. PRIOR APPROVAL SHALL BE OBTAINED FOR ALL SUCH VALVES.

24.0 UNIONS

PROVIDE AND INSTALL UNIONS BETWEEN EACH ITEM OF EQUIPMENT AND THE VALVE CONTROLLING AND/OR THE VARIOUS PIPING CONNECTIONS TO IT. UNIONS SHALL BE AS MANUFACTURED BY CRANE, MUELLER, GRINNELL OR WALWORTH AND SHALL BE AS FOLLOWS: STEEL PIPE: UNIONS 2" AND SMALLER, MALLEABLE IRON WITH BRASS SEAT AND GROUND JOINTS. COPPER PIPE: UNION 2" AND SMALLER, BRASS GROUND JOINTS, COPPER TO COPPER.

25.0 VALVE INSTALLATION

A. PROVIDE AND INSTALL ALL VALVES THAT ARE SHOWN ON THE DRAWINGS, SPECIFIED OR THAT MAY BE NECESSARY TO INSTALL COMPLETE, CONTROLLED AND PROPERLY OPERATING SYSTEMS AS REQUIRED BY CODE, AND AS APPROVED BY THE ARCHITECT.

B. EACH HOT AND COLD WATER RETURN BRANCH LINE OR RISER SERVING TWO OR MORE FIXTURES SHALL BE SEPARATELY VALVED WHERE IT IS CONNECTED TO ITS RESPECTIVE MAIN. THE BRANCH LINES TO BATTERIES OF FIXTURES OR FIXTURE GROUPS SHALL BE INDIVIDUALLY VALVED. THE WATER SUPPLIES TO WHICH HOT AND/OR COLD WATER IS CONNECTED, WHETHER INSTALLED BY THIS CONTRACTOR OR OTHERS, SHALL BE PROVIDED WITH A VALVE AND UNION TO FACILITATE ITS REMOVAL WITHOUT INTERRUPTING ANY OTHER SUPPLIES OR SERVICES.

C. VALVES SHALL BE LOCATED IN ACCESSIBLE POSITIONS OR MADE ACCESSIBLE THROUGH REMOVABLE PANELS, ETC., AND WHERE SEVERAL VALVES ARE RELATED AS TO FUNCTION, THEY SHALL BE GROUPED IN A PATTERN. THE CONTRACTOR SHALL ARRANGE FOR PROPER LOCATION OF ALL ACCESS PANELS REQUIRED SUBJECT TO APPROVAL OF THE ARCHITECT. PARTICULAR CARE SHALL BE EXERCISED TO AVOID LEAVING TOOL MARKS AND SCRATCHES WHERE CONNECTIONS ARE EXPOSED IN TOILET ROOM, MACHINE ROOMS, AND OTHER CONSPICUOUS PLACES.

D. PROVIDE AND INSTALL STOP VALVES OF THE INDICATED OR REQUIRED TYPE IN ALL PIPING SYSTEMS WHERE SHOWN OR REQUIRED; AT MAINS, AT OUTLETS, AND ITEMS OF EQUIPMENT, AT THE INLET AND OUTLET OF EACH PUMP, AND OTHER APPURTENANCES; IN BY-PASSES; IN SPECIAL SERVICE LINES SUCH AS DRAIN LINE, MAKE-UP WATERLINES AND FILL LINES; AND AT ALL OTHER PLACES DESIGNATED TO ON THE PLANS AND/OR REQUIRED TO CONTROL FLOW OF WATER, OR TO VARIOUS SECTIONS OF THE BUILDINGS AND TO VARIOUS GROUPS OF FIXTURES; ITEMS OF EQUIPMENT, ETC. THE SUPPLY OF WATER TO EVERY PLUMBING FIXTURE SPECIFIED TO BE INSTALLED UNDER THIS CONTRACT OR PROVIDED AND INSTALLED BY OTHERS AS PART OF THE EQUIPMENT BY "OWNER" OR "OTHERS" SHALL BE PROVIDED WITH POSITIVE SHUT-OFF AND STOP VALVES.

26.0 EQUIPMENT CONNECTIONS

EXTEND DOMESTIC WATER TO THE VARIOUS ITEMS OF EQUIPMENT AS INDICATED OR REQUIRED, TERMINATING THE LINES WHERE AND AS DIRECTED. MAKE ALL FINAL PLUMBING CONNECTIONS. PROVIDE SHUT-OFF VALVES AND UNIONS AT EACH WATER CONNECTION TO EACH ITEM OF EQUIPMENT REQUIRING SAME. FURNISH ALL P-TRAPS FOR WASTE CONNECTIONS TO THIS EQUIPMENT.

27.0 TESTING AND ADJUSTING

A. AFTER ALL VERTICAL SOIL, WASTE AND VENT AND DRAIN LINES HAVE BEEN SET, ALL THE OUTLETS SHALL BE TEMPORARILY PLUGGED UP. THE PIPES SHALL THEN BE FILLED WITH WATER, FULL TO THE TOP, AND ALLOWED TO REMAIN SO FOR 24 HOURS AND PROVED WATERTIGHT.

B. A FINAL TEST SHALL BE MADE AFTER ALL VERTICAL AND HORIZONTAL SOIL, WASTE AND VENT PIPES HAVE BEEN INSTALLED AND ALL FIXTURES ROUGHED-IN. IN THIS CASE, AS BEFORE, ALL PIPES SHALL BE FILLED TO THE TOP OF THE VERTICAL LINES AND ALLOWED TO REMAIN SO FOR 24 HOURS AND PROVED WATERTIGHT.

C. ALL PIPE IN ADDITION TO THE WATER TESTS, SHALL BE TESTED BY THE PEPPERMINT OR SMOKE TEST, METHODS. IF THE ARCHITECT OR INSPECTING AUTHORITIES SO REQUIRE. ALL COLD, HOT AND FIRE PROTECTION WATER LINES SHALL BE TESTED AT 150 LBS. HYDROSTATIC PRESSURE AND PROVED TIGHT. TESTS AND WATER LINES SHALL BE MADE BEFORE COVERING OR INSULATION IS APPLIED. ALL GAS LINES SHALL BE TESTED AT 30 LBS. PER SQUARE INCH AND PROVED TIGHT.

D. ALL THE PIPING TESTED ABOVE SHALL BE PROVED TIGHT BY THE TESTS. SHOULD ANY LEAKS OCCUR, THEY SHALL BE STOPPED IN AN APPROVED MANNER AND THE LINES RE-TESTED UNTIL THEY PROVE TIGHT AND ARE ACCEPTABLE.

E. IN THE CASE OF ANY DEFECT, THEY SHALL BE MADE GOOD TO THE SATISFACTION OF THE ARCHITECT AND THE WORK RETESTED WITHOUT DELAY. ALL SUCH WORK SHALL BE DONE BY THE CONTRACTOR WITHOUT ADDITIONAL CHARGE.

F. THE CONTRACTOR SHALL ADJUST ALL STOPS, FLOW CONTROL FITTINGS, REGULATORS, ETC. AND PUT THE ENTIRE PLUMBING INSTALLATION IN COMPLETE AND SATISFACTORY WORKING ORDER. ALL REPAIRS TO PIPING SHALL BE MADE BY REPLACING THE VALVES, FITTINGS AND/OR PIPE PROVING TO BE DEFECTIVE. SCRATCHES, WRENCH MARKS, ETC. ON CHROME PLATED LINES WILL BE CONSIDERED DEFECTIVE AND SHALL BE REPLACED WITHOUT SCRATCHES, MARKS, ETC.

28.0 INSULATION

A. GENERAL

MATERIALS SHALL BE MANUFACTURED BY JOHNS-MANVILLE, ARMSTRONG, OWENS-CORNING, CERTAINTEED-ST. GOBAIN, PITTSBURGH PLATE GLASS, OR BENJAMIN FOSTER. MATERIALS FURNISHED SHALL BE EQUAL IN EVERY RESPECT TO THAT SPECIFIED.

1. PIPE INSULATION: (COLD AND HOT WATER PIPING): JOHNS-MANVILLE FLAME-SAFEGLASS FIBER PIPE INSULATION WITH GVB PRE-SIZED GLASS CLOTH VAPOR BARRIER JACKET. VB REINFORCED FOIL-KRAFT VAPOR BARRIER JACKET IN CONCEALED AREAS. PIPING EXPOSED TO THE ATMOSPHERE SHALL HAVE 0.016" THICK SMOOTH OR CORRUGATED ALUMINUM JACKET WITH VAPOR BARRIER. ATTACHMENT SHALL BE MADE BY 1/2" WIDE 0.020" THICK ALUMINUM BANDS WITH APPROVED CLOSURE SYSTEM.

2. VAPOR BARRIER ADHESIVE: BENJAMIN FOSTER 30-35.

3. INSULATION AND FINISHING CEMENT: JOHNS-MANVILLE 375.

4. ADHESIVE FOR PIPE INSULATION JACKETS: JOHNS-MANVILLE VBT OR U-GLUE VAPOR BARRIER ADHESIVE.

B. PREPARATION

APPLY INSULATION AFTER SURFACES TO BE INSULATED ARE THOROUGHLY CLEANED AND ENTIRE MECHANICAL SYSTEM HAS BEEN TESTED AND PROVEN TIGHT.

C. APPLICATION

1. PROVIDE EQUAL THICKNESS OF JOHNS-MANVILLE THERMOBESTOS ON HOT PIPING AND FOAMGLAS INSULATION IN 24" SECTIONS AT ALL HANGERS OR OTHER SUPPORT POINTS. HANGERS SHALL BE ON OUTSIDE OF INSULATION AND NOT IN CONTACT WITH PIPE. CURVED GALVANIZED METAL SHIELD SHALL BE USED BETWEEN THE HANGERS OR SUPPORT POINTS AND THE BOTTOM OF THE INSULATED PIPE. SHIELDS SHALL BE 12 GAUGE AND 18" LONG ON PIPING 8" AND LARGER, 16 GAUGE AND 12" LONG ON PIPING 3" THROUGH 6" LONG ON PIPING 1/2" THROUGH 2 1/2".

SERVICE	PIPE SIZE	THICKNESS
DOMESTIC COLD & HOT WATER	ALL	1"

29.0 HANGERS

A. ALL SYSTEMS SHALL BE OF A TYPE SUITABLE FOR EACH USE. PERFORATED STRAPS SHALL NOT BE USED IN ANY WORK. FOR FERROUS PIPES, USE MALLEABLE IRON, ADJUSTABLE, SPLIT RING, SWIVEL HANGERS. WHERE SEVERAL PIPES ARE PARALLEL AT THE SAME ELEVATIONS, TRAPEZE HANGERS MAY BE USED. FOR COPPER PIPES UP TO AND INCLUDING THREE INCHES IN SIZE, USE MALLEABLE IRON COPPER-PLATED HANGERS. FOR COPPER PIPES LARGER THAN THREE INCHES, USE COPPER-PLATED CLEVIS HANGERS.

30.0 ABOVE GROUND AND INSIDE BUILDING DOMESTIC WATER PIPING AND FITTINGS

A. PIPE AND FITTINGS 3" AND SMALLER:

1. PIPING SHALL BE FABRICATED OF TYPE "L" COPPER TUBE CONFORMING TO ASTM B88-51, AND IT SHALL BE PROVIDED IN 10 FOOT STRAIGHT LENGTHS.

2. FITTINGS SHALL BE WROUGHT COPPER JOINED WITH 15% SILVER BEARING SOLDER AS MANUFACTURED BY "SILFOS".

31.0 DOMESTIC HOT, COLD WATER

A. SUPPLY AND INSTALL COMPLETE SYSTEMS OF HOT AND COLD WATER DISTRIBUTION FROM WATER SUPPLY SOURCES INDICATED ON THE DRAWINGS TO PLUMBING FIXTURES, DRINKING FOUNTAINS, SINKS, HYDRANTS ETC., AS SHOWN AND OR IMPLIED.

B. HOT AND COLD WATER SUPPLY LINES TO EACH AND EVERY FIXTURE SHALL BE EQUIPPED WITH STOP VALVES WHICH SHALL BE CHROMIUM PLATED WHERE EXPOSED CHROME-PLATED PIPE IS USED.

C. WATER HAMMER ARRESTERS SHALL BE PROVIDED IN ALL WATER BRANCHES TO FIXTURES. SINGLE, ISOLATED FIXTURES MAY BE PROTECTED FROM WATER HAMMER BY AIR CHAMBERS OF THE SAME DIAMETER AND MATERIAL ON THE RESPECTIVE SUPPLY PIPE AND TWELVE INCHES (12") LONG BY 3/4" MINIMUM SIZE.

D. PROPERLY PITCH PIPE AS REQUIRED.

32.0 SANITARY SEWER

A. SUPPLY AND INSTALL COMPLETE GRAVITY SYSTEMS OF DRAINAGE BETWEEN PLUMBING FIXTURES, FLOOR DRAINS, SPECIAL EQUIPMENT, ETC., AND THE POINT OF TERMINATION INDICATED ON THE DRAWINGS.

B. PROVIDE TRAPS FOR EACH UNTRAPPED FIXTURE OR DEVICE IN THE SANITARY SEWER SYSTEM. TRAP SHALL BE AS CLOSE TO FIXTURES AS IS PRACTICABLE.

33.0 SANITARY SEWER PIPING SYSTEMS (INTERIOR 2" AND LARGER)

A. SANITARY PIPING ABOVE GRADE SHALL BE NO-HUB CAST IRON SOIL PIPE AND FITTINGS CONFORMING TO CISPI DESIGNATION 310-78. OR SCHEDULE 40 PVC PIPE AND FITTINGS BEARING LABEL ASTM D1785&4 INSTALLATION USING SUITABLE APPLICATOR APPLY PRIMER TO SOCKET FITTING NEXT APPLY PRIMER TO TO PIPE SURFACE MAKING THEM SUITABLE FOR SOLVENT CEMENT WITH SAME TYPE APPLICATOR APPLY FULL COAT OF SOLVENT CEMENT TO THE PIPE EQUAL TO THE DEPTH OF THE FITTING SOCKET. COAT THE FILLING SOCKET WITH A MEDIUM LAYER APPLY SECOND FULL EVEN LAYER TO THE PIPE IN SUFFICIENT QUANTITIES TO FILL THE JOINT. WITHOUT DELAY ASSEMBLE THE WHILE CEMENT IS STILL WET. USE SUFFICIENT FORCE TO INSURE THE PIPE BOTTOMS IN THE SOCKET HOLD TOGETHER FOR 30 SECONDS TO MAKE SURE JOINT DOES NOT SEPARATE.

B. JOINTS SHALL BE MADE USING A STAINLESS STEEL SHIELD AND CLAMP ASSEMBLY IN ACCORDANCE WITH CISPI DESIGNATION 310-78.

C. SANITARY PIPING BELOW GRADE SHALL BE HUB AND SPIGOT CAST IRON SOIL PIPE AND FITTINGS CONFORMING TO ASTM A-74. USED FOR HOUSE TRAP

D. JOINTS SHALL BE MADE USING POSITIVE DOUBLE-SEAL COMPRESSION TYPE GASKETS CONFORMING TO ASTM C-564.

34.0 VENTS

VENT PIPING SHALL BE OF NON-SCALING TYPE AS REQUIRED BY LOCAL BUILDING OFFICIAL. IF ACCEPTABLE USE CAST-IRON NO-HUB TYPE. IF C.I. IS NOT ACCEPTABLE USE DWY COPPER PIPE WITH SOLDERED JOINTS. OR SCHEDULE 40 PVC .

35.0 SANITARY, WASTE VENT AND DRAIN PIPING

A. SYSTEMS SHALL HAVE CLEANOUTS AND TEST TEES AS FOLLOWS:

1. CLEANOUTS INSTALLED IN CONNECTION WITH CAST IRON HUB-AND-SPIGOT PIPE SHALL CONSIST OF A LONG SWEEP 1/4 BEND OR ONE OR TWO 1/8 BENDS EXTENDED TO AN EASILY ACCESSIBLE PLACE OR WHERE INDICATED ON THE DRAWINGS. AN EXTRA HEAVY CAST BRASS FERRULE WITH COUNTER SUNK TRAP SCREW COVER SHALL BE CAULKED INTO THE HUB OF THE FITTINGS.

2. TEST TEES WITH CAST IRON CLEANOUT PLUGS SHALL BE INSTALLED AT THE FOOT OF ALL SOIL, WASTE AND DRAIN STACKS.

3. CLEANOUTS SHALL BE PROVIDED AT EACH CHANGE OF DIRECTION, IN INTERIOR HORIZONTAL RUNS AT INTERVALS NOT EXCEEDING 50'. CLEANOUTS SHALL BE BRASS CAULKED INTO THE LINES, AND WHERE THEY OCCUR IN WALLS OR FLOOR OF FINISHED AREAS, SHALL BE PROVIDED WITH ADJUSTABLE ACCESS PLATES. ALL INTERIOR CLEANOUTS SHALL BE SAME SIZE AS THE PIPE SERVED UP TO 4" SIZE AND 4" FOR ALL LARGER LINES. AT STANDARD CAST IRON CLEANOUT CASTING SHALL BE SET ON THIS SLAB IN SUCH A MANNER AS TO BE FLUSH WITH FINISHED GRADE AND PROVIDE ACCESS THROUGH ITS COVER TO THE CLEANOUT. A REMOVABLE CONCRETE STOPPER SHALL BE THE SAME SIZE AS THE SEWER. FLOOR CLEANOUTS SHALL BE EQUAL TO JOSAM #56000. WALL CLEANOUTS SHALL BE EQUAL TO JOSAM #58710.

B. SOIL, WASTE, VENT AND DRAIN PIPING FOR SANITARY DRAINAGE, MUST BE OF SIZE NOTED AND BE RUN AS INDICATED. WHERE ELEVATIONS ARE GIVEN, PIPES MUST BE RUN IN STRAIGHT LINES AND HAVE A UNIFORM GRADE BETWEEN THE ELEVATIONS NOTED AND NO BRANCH DRAIN SHALL HAVE A LESS GRADE THAN THAT INDICATED FOR THE MAIN DRAIN TO WHICH IT IS CONNECTED. WHERE ELEVATIONS AREN NOT GIVEN, PIPES SHALL BE GIVEN A UNIFORM GRADE OF 1/4"/FOOT WHERE POSSIBLE BUT NOT LESS THAN 1/8"/FOOT. ALL OVERHEAD PIPES MUST BE KEPT AS CLOSE TO CEILINGS AS POSSIBLE UNLESS OTHERWISE NOTED OR INDICATED.

C. CHANGES IN PIPE SIZES ON SOIL, WASTE AND DRAIN LINES SHALL BE MADE WITH REDUCING FITTINGS. CHANGES IN DIRECTION SHALL BE MADE BY 45 DEGREE WYES, LONG-SWEEP 1/4 BENDS, 1/6, 1/8, OR 1/16 BENDS, EXCEPT THAT SANITARY TEES MAY BE USED ON VERTICAL STACKS AND SHORT 1/4 BENDS OR ELBOWS MAY BE USED IN SOIL AND WASTE LINES WHERE THE CHANGE IN DIRECTION OF FLOW IS FROM THE HORIZONTAL TO THE VERTICAL AND ON THE DISCHARGE FROM WATER CLOSETS.

D. PIPE SHALL BE CUT ACCURATELY TO MEASUREMENTS ESTABLISHED AT THE BUILDING BY CONTRACTOR AND SHALL BE WORKED INTO PLACE WITHOUT SPRINGING OR FORCING. CARE SHALL BE TAKEN NOT TO WEAKEN THE STRUCTURAL PORTION OF THE BUILDING. SERVICE PIPE, VALVES AND FITTINGS SHALL BE KEPT A SUFFICIENT DISTANCE FROM OTHER SURFACES TO PERMIT NOT LESS THAN 1/2" BETWEEN FINISHED COVERINGS ON THE DIFFERENT SURFACES. CHANGES IN PIPE SIZES SHALL BE MADE WITH REDUCING FITTINGS.

E. LOCATIONS AND SIZES OF CHASES AND OPENINGS NECESSARY FOR THE PROPER INSTALLATION OF THE WORK SHALL BE DETERMINED IN ADVANCE AND PROVIDED DURING THE ERECTION OF THE WORK. WHERE PIPES PASS THROUGH WATER PROOFING MEMBRANES, FLASHING SLEEVES SHALL BE INSTALLED WITH AN INTEGRAL FLASHING FLANGE TO WHICH A FLASHING SHIELD CAN BE SOLDERED AND THE SPACE SHALL BE MADE WATERTIGHT.

36.0 CLEANING

A. ALL PIPING SHALL BE THOROUGHLY FLUSHED WITH WATER BEFORE PLACING IN OPERATION. AS SOON AS THE WATER IN THE PIPING RUNS CLEAR, THE STRAINERS SHALL BE CLEANED AND THE SYSTEM PLACED IN OPERATING CONDITION.

B. ENDS OF SCREW-JOINTED PIPES MUST BE CUT SQUARE SO AS TO SEAT IN BOTTOM OF RECESS OF THE FITTINGS, AND MUST BE REAMED OUT. BENDING OF SOIL, WASTE, DRAIN AND VENT PIPES WILL NOT BE PERMITTED.

C. SEE ARCHITECTURAL PLANS FOR AREAS HAVING SUSPENDED CEILINGS, FURRING, ETC., WHERE PIPING CAN BE CONCEALED.

D. IN NO CASE SHALL PIPING BE RUN EXPOSED EXCEPT AS PERMITTED BY NOTATIONS ON DRAWINGS. SEE OTHER PARAGRAPHS FOR INSULATION REQUIRED FOR PIPING NOT PROTECTED BY BURIAL IN GROUND OR STRUCTURAL SLABS, ETC.

E. PARTICULAR CARE SHALL BE TAKEN IN RUNNING PIPING SO AS NOT TO INTERFERE WITH FINISHED ELECTRICAL WORK. IN THE EVENT OF CONFLICT LOCATION PRIORITY SHALL BE AFFORDED ELECTRICAL WORK SO AS NOT TO EFFECT THE APPEARANCE OF THE BUILDING ADVERSELY.

37.0 DISINFECT ION OF WATER SYSTEMS

A. UPON COMPLETION OF ALL TESTS AND NECESSARY REPAIRS OR REPLACEMENTS ALL WATER PIPING SYSTEMS SHALL BE SUBJECTED TO A DISINFECT ION PROCEDURE AS HEREIN SPECIFIED. THE SYSTEMS TO BE DISINFECTED SHALL INCLUDE HOT AND COLD WATERPIPING, DRINKING WATER PIPING, AND ANY OTHER SYSTEMS THAT MAY BE CONNECTED TO THE SAME SUPPLY SOURCE. THE DISINFECTANT SHALL BE APPLIED TO ALL PIPING INCLUDED IN THE CONTRACT OR FROM THE MAIN CUTOFF VALVE THROUGH ALL TANKS, PUMPS AND OTHER APPURTENANCES CONNECTED THERETO.

B. THE SYSTEMS SHALL BE THOROUGHLY FLUSHED WITH WATER TO REMOVE SEDIMENT. FOLLOWING THIS FLUSHING, THEY SHALL BE DISINFECTED IN ACCORDANCE WITH ONE OF THE FOLLOWING METHODS:

1. THE SYSTEM SHALL BE CHLORINATED SUCH THAT A CHLORINE RESIDUAL OF NOT LESS THAN 10 PPM REMAINS IN THE WATER AFTER 24 HOURS STANDING. WATER FROM THE SOURCE OF SUPPLY SHALL BE CONTROLLED SO AS TO FLOW SLOWLY DURING THE APPLICATION OF CHLORINE. THE RATE OF CHLORINE MIXTURE FLOW SHALL BE IN SUCH PROPORTION TO THE RATE OF WATER ENTERING PIPE THAT THE CHLORINE DOSE APPLIED SHALL PROCEDURE 10 PPM AFTER 24 HOURS STANDING. THIS MAY BE EXPECTED WITH AN APPLICATION OF 25 PPM, ALTHOUGH SOME CONDITIONS MAY REQUIRE MORE.

C. IN THE PROCESS OF CHLORINATING THE SYSTEM, ALL VALVES AND OTHER APPURTENANCES SHALL BE OPERATED WHILE THE PIPELINE IS FILLED WITH THE CHLORINATING AGENT.

D. FOLLOWING CHLORINATION, ALL TREATED WATER SHALL BE THOROUGHLY FLUSHED FROM THE SYSTEM AT ITS EXTREMITIES UNTIL THE REPLACEMENT WATER THROUGHOUT ITS LENGTH SHALL UPON TEST BE APPROVED BY THE PUBLIC HEALTH AUTHORITY HAVING JURISDICTION. THIS SATISFACTORY QUALITY OF WATER DELIVERED BY THE NEW SYSTEM SHOULD CONTINUE FOR A PERIOD OF AT LEAST THREE DAYS AS DEMONSTRATED BY LABORATORY EXAMINATION OF SAMPLES TAKEN FROM A TAP LOCATED AND INSTALLED IN SUCH A WAY AS TO PREVENT OUTSIDE CONTAMINATION. AFTER THE SYSTEMS ARE DRAINED, THEY SHALL BE THOROUGHLY FLUSHED WITH FRESH WATER AND RETURNED TO SERVICE.

E. COSTS OF TESTS AND DISINFECT ION SHALL BE BORNE BY THE CONTRACTOR WHO MUST BE BORNE BY THE CONTRACTOR WHO MUST FURNISH THE OWNER, WITH A COPY TO THE ENGINEER, A CERTIFICATE AUTHENTICATED BY PROPER PUBLIC HEALTH AUTHORITY THAT ALL REQUIRED WATER AND PIPING TESTS AND DISINFECT ION HAVE BEEN SATISFACTORILY MADE.

38.0 FIXTURES

A. SUPPLY AND INSTALL ALL PLUMBING FIXTURES INDICATED ON THE ARCHITECTURAL DRAWINGS.

B. REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATION ON ALL PLUMBING FIXTURES AND SCHEDULE.

C. PROVIDE ALL NECESSARY APPURTENANCES AND CONNECTIONS TO MAKE SAME OPERATE TO MEET CODE.

D. PLUMBING FIXTURES

FITTINGS AND PIPING SHALL BE BRASS AND WHEREVER EXPOSED, SHALL BE POLISHED CHROME-PLATED. PROVIDE TIGHT WALL OR FLOOR ESCUTCHEONS OF CHROME-PLATED BRASS WHEREVER PIPES PASS THROUGH FLOORS, WALLS OR CEILING. ALL PORCELAIN OR VITREOUS CHINA SHALL BE CLEAN, SMOOTH AND BRIGHT. ALL SHALL BE WARRANTED NOT TO CRAZE, COLOR OR SCALE. ALL PLUMBING FIXTURES SHALL BE WHITE IN COLOR; ALL WATER CLOSET SEATS SHALL BE WHITE. ALL HOT AND COLD WATER SUPPLIED SHALL HAVE CHROME PLATED PROCESS STOPS. PLUMBING FIXTURES SHALL BE OF THE FOLLOWING TYPES, FURNISHED COMPLETE WITH ALL FITTINGS, MOUNTING FLANGES, CARRIERS, CAP SETTING COMPOUND, ETC.

E. INSTALL ALL FIXTURES IN STRICT ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.

F. CLEAN ALL FIXTURES AFTER INSTALLATION.

The intent of this set of construction documents is to provide a complete and properly functioning space to be utilized for its designed purpose. The general contractor, construction manager, sub-contractor(s), supplier(s), and vendor(s) shall provide all labor and materials necessary to achieve a finished product capable of receiving a certificate of occupancy. Each contractor is obligated to examine the plans and if necessary, visit the site(s), so to be familiar with the actual conditions and requirements of the project. Any alleged discrepancies, ambiguities or unknowns, shall be immediately called to the attention of Combined Resources Consulting & Design, Inc., so that the matter may be resolved prior to the submission of a bid proposal. Each contractor, by submission of their bid, shall acknowledge that these documents are an adequate definition of the scope of work. Additional cost claims, based on any deficiency of construction documents, actual or not, will not be considered.

No	Submission	Date
–	ISSUED FOR SCHEMATIC DESIGN	6/3/15

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Drawing: PLUMBING SPECIFICATIONS

Initial Dwg Date: 05/12/2015	Drawn By: JM
Job No.: 15-116	Chk By: GR
Scale: As Noted	PG OF

Dwg No: P-14

Seal & Sign: STATE OF NEW YORK · GARY M. RODOLITZ · 056765 · LICENSED PROFESSIONAL ENGINEER

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FIRE PROTECTION

1. GENERAL:

A. THE "GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION," AIA DOCUMENT A201, EDITION, AND THESE SPECIFICATIONS AS APPLICABLE ARE PART OF THIS CONTRACT.

B. ALL APPLICABLE CODES, LAWS AND REGULATIONS GOVERNING OR RELATING TO ANY PORTION OF THIS WORK ARE HEREBY INCORPORATED INTO AND MADE A PART OF THESE SPECIFICATIONS, AND THEIR PROVISIONS SHALL BE CARRIED OUT BY THE CONTRACTOR WHO SHALL INFORM THE OWNER, PRIOR TO SUBMITTING A PROPOSAL, OF ANY WORK OR MATERIAL WHICH VIOLATES ANY OF THE ABOVE LAWS AND REGULATIONS. ANY WORK DONE BY THE CONTRACTOR CAUSING SUCH VIOLATION SHALL BE CORRECTED BY THE CONTRACTOR.

C. INVESTIGATE EACH SPACE THROUGH WHICH EQUIPMENT MUST BE MOVED. WHERE NECESSARY, EQUIPMENT SHALL BE SHIPPED FROM MANUFACTURER IN SECTIONS OF SIZE SUITABLE FOR MOVING THROUGH AVAILABLE RESTRICTIVE SPACES. ASCERTAIN FROM BUILDING OWNER AND TENANT AT WHAT TIMES OF DAY EQUIPMENT MAY BE MOVED THROUGH ALL AREAS.

D. DRAWINGS ARE DIAGRAMMATIC AND INDICATE GENERAL ARRANGEMENT OF SYSTEMS AND WORK. PIPE ROUTING IS SHOWN DIAGRAMMATICALLY AND DOES NOT SHOW ALL OFFSETS, DROPS AND RISES OF RUNS. THE CONTRACTOR SHALL ALLOW IN HIS PRICE FOR ROUTING OF PIPE TO AVOID OBSTRUCTIONS. COORDINATION WITH THE EXISTING SERVICES, INCLUDING THOSE OF OTHER TRADES IS REQUIRED. MAINTAIN HEADROOM AND SPACE CONDITIONS.

E. INSTALL WORK SO AS TO BE READILY ACCESSIBLE FOR OPERATION, MAINTENANCE AND REPAIR. MINOR DEVIATIONS FROM DRAWINGS MAY BE MADE TO ACCOMPLISH THIS, BUT CHANGES WHICH INVOLVE EXTRA COST SHALL NOT BE MADE WITHOUT APPROVAL.

F. REMOVAL AND RELOCATION OF CERTAIN EXISTING WORK WILL BE NECESSARY FOR THE PERFORMANCE OF THE GENERAL WORK. ALL EXISTING CONDITIONS CANNOT BE COMPLETELY DETAILED ON THE DRAWINGS. THE CONTRACTOR SHALL SURVEY THE SITE AND INCLUDE ALL CHANGES IN MAKING UP THE WORK PROPOSAL.

G. CONNECTIONS TO EXISTING WORK: INSTALL NEW WORK AND CONNECT TO EXISTING WORK WITH MINIMUM INTERFERENCE TO EXISTING FACILITIES. TEMPORARY SHUTDOWNS OF EXISTING SERVICES SHALL BE PERFORMED AT NO ADDITIONAL CHARGES, AT TIMES NOT TO INTERFERE WITH NORMAL OPERATION OF EXISTING FACILITIES AND ONLY WITH WRITTEN CONSENT OF OWNER. MAINTAIN CONTINUOUS OPERATION OF EXISTING FACILITIES AS REQUIRED WITH NECESSARY TEMPORARY CONNECTIONS BETWEEN NEW AND EXISTING WORK. CONNECT NEW WORK TO EXISTING WORK IN NEAT AND ACCEPTABLE MANNER. RESTORE EXISTING DISTURBED WORK TO ORIGINAL CONDITION.

H. DISCONNECT, REMOVE AND/OR RELOCATE EXISTING MATERIAL, EQUIPMENT AND OTHER WORK AS NOTED OR REQUIRED FOR PROPER INSTALLATION OF NEW WORK.

I. THE CONTRACTOR SHALL KEEP ALL EQUIPMENT AND MATERIALS, AND ALL PARTS OF THE BUILDING, EXTERIOR SPACES AND ADJACENT STREETS, SIDEWALKS AND PAVEMENTS, FREE FROM MATERIAL AND DEBRIS RESULTING FROM THE EXECUTION OF THIS WORK. EXCESS MATERIALS WILL NOT BE PERMITTED TO ACCUMULATE EITHER ON THE INTERIOR OR THE EXTERIOR.

J. THE LOCATIONS OF THE EXISTING SERVICES ARE BELIEVED TO BE AS INDICATED ON THE DRAWINGS. THE CONTRACTOR SHALL VERIFY THE ACTUAL LOCATION OF THESE SERVICES AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES PRIOR TO COMMENCING ANY WORK.

K. SEAL OPENINGS THROUGH PARTITIONS, WALLS AND FLOORS WITH A U.L.-LISTED FIRESTOPPING ASSEMBLY MATCHED TO THE RATING OF THE PENETRATED ELEMENT.

L. PROVIDE ALL NECESSARY FLASHING AND COUNTERFLASHING TO MAINTAIN THE WATERPROOFING INTEGRITY OF THIS BUILDING AS REQUIRED BY THE INSTALLATION OR REMOVAL OF PIPING AND EQUIPMENT. PROVIDE EQUIPMENT CURBS AS REQUIRED.

M. ALL PRESENT MATERIAL, EQUIPMENT AND CONSTRUCTION DEBRIS TO BE REMOVED UNDER THIS CONTRACT SHALL BECOME THE PROPERTY OF THE CONTRACTOR WITH THE EXCEPTION OF SPECIFIC EQUIPMENT AND APPARATUS REQUESTED BY THE BUILDING REPRESENTATIVE, ARCHITECT OR AS NOTED TO BE RELOCATED ON THE DRAWINGS. REMOVED EQUIPMENT SHALL BE PROPERLY DISPOSED OF BY THIS CONTRACTOR, OR AS DIRECTED BY THE OWNER.

N. MATERIALS AND WORKMANSHIP, UNLESS OTHERWISE NOTED, SHALL BE IN ACCORDANCE WITH BUILDING STANDARDS.

O. THE WORK IN THE BUILDING SHALL BE DONE WHEN AND AS DIRECTED, AND IN A MANNER SATISFACTORY TO THE OWNER. THE WORK SHALL BE PERFORMED SO AS TO CAUSE THE LEAST POSSIBLE INCONVENIENCE AND DISTURBANCE TO THE PRESENT OCCUPANTS.

P. THE CONTRACTOR'S PROPOSAL FOR ALL WORK SHALL BE PREDICATED ON THE PERFORMANCE OF THE WORK DURING REGULAR WORKING HOURS. WHEN SO DIRECTED, HOWEVER, THE CONTRACTOR SHALL INSTALL WORK IN OVERTIME AND THE ADDITIONAL COST TO BE CHARGED THEREFORE SHALL BE ONLY THE "PREMIUM" PORTION OF THE WAGES PAID.

Q. UNLESS OTHERWISE SPECIFICALLY SPECIFIED, INCLUDE ALL CUTTING AND PATCHING OF EXISTING FLOORS, WALLS, PARTITIONS AND OTHER MATERIALS IN THE EXISTING BUILDING. THE CONTRACTOR SHALL RESTORE THESE AREAS TO ORIGINAL CONDITION.

R. ALL MATERIAL AND EQUIPMENT TO BE NEW UNLESS OTHERWISE NOTED AND SHALL BE IN ACCORDANCE WITH BUILDING STANDARDS.

1) ALL MATERIAL AND EQUIPMENT ON SITE SHALL BE PROPERLY STORED SUCH THAT IT IS PROTECTED FROM DAMAGE AND EXPOSURE TO OUTSIDE ELEMENTS.

S. SUBMISSION OF A PROPOSAL SHALL BE CONSTRUED AS EVIDENCE THAT A CAREFUL EXAMINATION OF THE PORTIONS OF THE EXISTING BUILDING, EQUIPMENT, ETC., WHICH AFFECT THIS WORK, AND THE ACCESS TO SUCH SPACES, HAS BEEN MADE AND THAT THE CONTRACTOR IS FAMILIAR WITH EXISTING CONDITIONS AND DIFFICULTIES THAT WILL AFFECT THE EXECUTION OF THE WORK. THE CONTRACTOR IS RESPONSIBLE TO INDICATE ANY DISCREPANCIES BETWEEN THE CONTRACT DRAWINGS AND ACTUAL FIELD CONDITIONS PRIOR TO SUBMITTAL OF BID. SUBMISSION OF A PROPOSAL WILL BE CONSTRUED AS EVIDENCE THAT SUCH AN EXAMINATION HAS BEEN MADE. LATER CLAIMS SHALL NOT BE MADE FOR LABOR, EQUIPMENT OR MATERIALS REQUIRED BECAUSE OF DIFFICULTIES ENCOUNTERED WHICH COULD HAVE BEEN FORESEEN DURING SUCH AN EXAMINATION. THE ON-SITE INSPECTION SHALL VERIFY EXISTING PIPE SIZES, CLEARANCES, ETC. AND CONDITIONS.

T. INSURANCE: PROVIDE IN ACCORDANCE WITH BUILDING REQUIREMENTS AND POLICY SHALL INCLUDE A HOLD HARMLESS CLAUSE FOR OWNER AND ENGINEER.

U. THE FINAL ACCEPTANCE WILL BE MADE AFTER THE CONTRACTOR HAS ADJUSTED HIS EQUIPMENT, TESTED THE VARIOUS SYSTEMS, DEMONSTRATED THAT IT FULFILLS THE REQUIREMENTS OF THE DRAWINGS AND SPECIFICATIONS AND HAS FURNISHED ALL THE REQUIRED CERTIFICATES OF INSPECTION AND APPROVAL.

2. SCOPE OF WORK:

A. SCOPE OF WORK SHALL CONSIST OF PROVIDING LABOR, MATERIALS, EQUIPMENT, SERVICES AND FEES NECESSARY FOR COMPLETE AND SAFE INSTALLATION IN CONFORMITY WITH THE NEW YORK CITY BUILDING CODE AND ALL OTHER APPLICABLE INDUSTRY, NATIONAL AND LOCAL CODES AND AUTHORITIES HAVING JURISDICTION, AS INDICATED ON DRAWINGS AND HEREIN SPECIFIED.

B.
1) MODIFY AND EXTEND EXISTING SPRINKLER BRANCH PIPING TO SERVE NEW HEADS.
2) PROVIDE COMPLETE HYDRAULICALLY CALCULATED AUTOMATIC WET PIPE SPRINKLER SYSTEM IN ALL AREAS OF WORK INCLUDING CONNECTION TO EXISTING RISER, FLOOR CONTROL VALVE ASSEMBLY, TEST/DRAIN, PIPING AND HEADS, AUXILIARY DRAINS.

C. THE BASE BUILDING DRAWINGS, PLANS, DETAILS, SPECIFICATIONS AND SPECIFICATION ADDENDA ARE MADE PART OF THIS CONTRACT AND SHALL APPLY TO ALL WORK UNDER THE CONTRACT UNLESS OTHERWISE AMENDED, MODIFIED, SUPPLEMENTED OR SPECIFIED HEREIN.

D. THE CONTRACTOR SHALL FURNISH A WRITTEN GUARANTEE TO REPLACE OR REPAIR PROMPTLY AND ASSUME RESPONSIBILITY FOR ALL EXPENSES INCURRED FOR ANY WORKMANSHIP AND EQUIPMENT IN WHICH DEFECTS DEVELOP WITHIN ONE YEAR FROM THE DATE OF FINAL CERTIFICATE FOR PAYMENT AND/OR FROM DATE OR ACTUAL USE OF EQUIPMENT OR BENEFICIAL OCCUPANCY OF SPACES BY OWNER INCLUDED UNDER THE VARIOUS PARTS OF THE WORK, WHICHEVER DATE IS EARLIER. THIS WORK SHALL BE DONE AS DIRECTED BY THE OWNER. THIS GUARANTEE SHALL ALSO PROVIDE THAT WHERE DEFECTS OCCUR, THE CONTRACTOR WILL ASSUME RESPONSIBILITY FOR ALL EXPENSES INCURRED IN REPAIRING AND REPLACING WORK OF OTHER TRADES AFFECTED BY DEFECTS, REPAIRS OR REPLACEMENTS IN EQUIPMENT SUPPLIED BY THE CONTRACTOR.

E. THE CONTRACTOR SHALL GIVE NECESSARY NOTICE, FILE DRAWINGS AND SPECIFICATIONS WITH THE DEPARTMENT HAVING JURISDICTION, OBTAIN PERMITS OR LICENSES NECESSARY TO CARRY OUT THIS WORK AND PAY ALL FEES THEREFORE. THE CONTRACTOR SHALL ARRANGE FOR INSPECTION AND TESTS OF ANY OR ALL PARTS OF THE WORK IF SO REQUIRED BY AUTHORITIES AND PAY ALL CHARGES FOR SAME. THE CONTRACTOR SHALL PAY ALL COSTS FOR, AND FURNISH TO THE OWNER BEFORE FINAL BILLING, ALL CERTIFICATES NECESSARY AS EVIDENCE THAT THE WORK INSTALLED CONFORMS WITH ALL REGULATIONS WHERE THEY APPLY TO THIS WORK. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY AND REQUIRED SIGN-OFFS AND APPROVALS FOR THE WORK INSTALLED.

3. SHOP DRAWINGS:

A. PRIOR TO THE INSTALLATION OF ANY WORK AND PROCUREMENT OF EQUIPMENT PROVIDE COMPLETE SET OF COORDINATED SHOP DRAWINGS OF ALL NEW AND EXISTING EQUIPMENT, INDICATING CAPACITY DIMENSIONS AND SEQUENCE OF OPERATION FOR WRITTEN APPROVAL BY THE ARCHITECT AND ENGINEER.

B. INDICATE ON EACH SHOP DRAWINGS SUBMITTED:
1) PROJECT NAME AND LOCATION.
2) NAME OF ARCHITECT AND ENGINEER.
3) ITEM IDENTIFICATION.
4) APPROVAL STAMP OF PRIME CONTRACTOR.

C. SUBMISSIONS:

1) SUBMISSIONS 11 IN. X 17 IN. OR SMALLER: IF THE SUBMISSION IS A CATALOG CUT, THEN THE CONTRACTOR SHALL SUBMIT ONE ORIGINAL AND TWO COPIES. OTHERWISE, HE SHALL SUBMIT THREE COPIES. THE ARCHITECT WILL FORWARD THE ORIGINAL AND ONE COPY (TWO COPIES WHEN NO ORIGINAL IS RECEIVED) TO THE ENGINEER. ALL CATALOG CUTS SHALL BE COMPLETE.
2) SUBMISSIONS LARGER THAN 11 IN. X 17 IN.: SUBMIT TWO PRINTS AND ONE PAPER SEPIA TO THE ARCHITECT. THE ARCHITECT WILL FORWARD ONE PRINT AND THE PAPER SEPIA TO THE ENGINEER.

D. SUBMIT SHOP DRAWINGS FOR THE FOLLOWING:

1) PIPE AND FITTINGS.
2) VALVES.
3) SPRINKLER HEADS AND ACCESSORIES.
4) PIPING LAYOUTS.
5) HYDRAULIC CALCULATIONS.
6) SUPPORTS, HANGERS AND GUIDES.

4. AS-BUILT DRAWINGS AND EQUIPMENT OPERATIONAL INSTRUCTIONS:

A. UPON COMPLETION AND ACCEPTANCE OF WORK, CONTRACTOR SHALL FURNISH WRITTEN INSTRUCTIONS AND EQUIPMENT MANUALS AND DEMONSTRATE TO THE OWNER THE PROPER OPERATION AND MAINTENANCE OF ALL EQUIPMENT AND APPARATUS FURNISHED UNDER THIS CONTRACT.

B. THESE INSTRUCTIONS SHALL BE TYPED ON 8-1/2 IN. X 11 IN. PAPER AND BOUND IN THREE RING BINDERS WITH CLEAR ACETATE COVERS. CONTRACTOR SHALL GIVE THREE COPIES OF THE INSTRUCTIONS TO THE OWNER AND ONE COPY TO THE ENGINEER.

C. THE INSTRUCTION BOOKLET SHALL BEAR THE NAME, ADDRESS AND TELEPHONE NUMBER OF THE PROJECT, ARCHITECT AND ENGINEER.

D. REPRODUCIBLE "AS-BUILT" DRAWINGS SHALL BE PROVIDED INDICATING THE AS INSTALLED CONDITIONS OF THE WORK. "AS-BUILT" DRAWINGS SHALL BE PROVIDED TO THE ARCHITECT AFTER COMPLETION OF THE INSTALLATION.

5. GENERAL PROVISIONS FOR FIRE PROTECTION WORK:

A. SPECIFICATIONS ARE OF SIMPLIFIED FORM AND INCLUDE INCOMPLETE SENTENCES. WORDS OR PHRASES SUCH AS "THE CONTRACTOR SHALL," "SHALL BE," "FURNISH," "PROVIDE," "A," "THE," AND "ALL" HAVE BEEN OMITTED FOR BREVITY.

B. DEFINITIONS:
1) "PROVIDE": TO SUPPLY, INSTALL AND CONNECT UP COMPLETE AND READY FOR SAFE AND REGULAR OPERATION THE PARTICULAR WORK REFERRED TO UNLESS SPECIFICALLY OTHERWISE NOTED.
2) "INSTALL": TO ERECT, MOUNT AND CONNECT COMPLETE WITH RELATED ACCESSORIES.
3) "FURNISH" OR "SUPPLY: TO PURCHASE, PROCURE, ACQUIRE AND DELIVER COMPLETE WITH RELATED ACCESSORIES.
4) "WORK": LABOR, MATERIALS, EQUIPMENT, APPARATUS, CONTROLS, ACCESSORIES AND OTHER ITEMS REQUIRED FOR PROPER AND COMPLETE INSTALLATION.
5) "CONCEALED": EMBEDDED IN MASONRY OR OTHER CONSTRUCTION, INSTALLED IN FURRED SPACES, WITHIN DOUBLE PARTITIONS OR HUNG CEILINGS, IN TRENCHES, IN CRAWL SPACES, OR IN ENCLOSURES.
6) "EXPOSED": NOT INSTALLED UNDERGROUND OR "CONCEALED" AS DEFINED ABOVE.
7) "SIMILAR" OR "EQUAL": EQUAL IN MATERIALS, WEIGHT, SIZE, DESIGN AND EFFICIENCY OF SPECIFIED PRODUCT.

C. QUALITY ASSURANCE:
1) QUALITY AND GAUGE OF MATERIALS: NEW, BEST OF THEIR RESPECTIVE KINDS, FREE FROM DEFECTS AND IF APPLICABLE LISTED BY UNDERWRITERS LABORATORIES, INC., AND FACTORY MUTUAL INC. OR BEARING THEIR LABEL. MATERIALS AND EQUIPMENT OF SIMILAR APPLICATION SHALL BE OF SAME MANUFACTURER, EXCEPT AS NOTED.
2) GUARANTEE: ALL MATERIALS AND WORKMANSHIP SHALL BE GUARANTEED FOR A PERIOD OF ONE YEAR FROM DATE OF ACCEPTANCE OF WORK.
3) ANY PRODUCTS BEING INSTALLED IN NEW YORK CITY SHALL APPROVED BY THE BOARD OF STANDARDS AND APPEALS. [NYC PROJECTS ONLY]

D. PRODUCT DELIVERY, STORAGE AND HANDLING:
1) MOVING OF EQUIPMENT: WHERE NECESSARY, SHIP IN CARTED SECTIONS OF SIZE TO PERMIT PASSING THROUGH AVAILABLE SPACES.
2) ACCESSIBILITY: FOR OPERATION, MAINTENANCE AND REPAIR, MINOR DEVIATIONS SHALL BE PERMITTED. CHANGES OF MAGNITUDE OR INVOLVING EXTRA COST ARE NOT PERMISSIBLE WITHOUT REVIEW.

E. BRUSH AND CLEAN WORK PRIOR TO CONCEALING, PAINTING AND ACCEPTANCE. PAINTED EXPOSED WORK THAT IS SOILED OR DAMAGED. CLEAN AND REPAIR TO MATCH ADJOINING WORK BEFORE FINAL ACCEPTANCE. REMOVE DEBRIS FROM INSIDE AND OUTSIDE OF MATERIAL AND EQUIPMENT.

F. FINAL LOCATIONS AND MOUNTING ORIENTATIONS OF ALL VISIBLE FIRE PROTECTION EQUIPMENT BE VERIFIED BY ARCHITECT.

G. ALL ACCESS DOOR LOCATIONS SHALL BE REVIEWED BY ARCHITECT PRIOR TO INSTALLATION.

H. SPRINKLER SYSTEM DESIGN CRITERIA:
1) LIGHT HAZARD OCCUPANCIES: 225 SQ FT/HEAD MAXIMUM COVERAGE; 0.10 GPM/SQ FT DENSITY OVER THE MOST REMOTE 1,500 SQ FT OF THE SYSTEM.
2) ORDINARY HAZARD OCCUPANCIES: 130 SQ FT/HEAD MAXIMUM COVERAGE; 0.16/SQ FT DENSITY OVER THE MOST REMOTE 1,500 SQ FT OF THE SYSTEM.

6. PRODUCTS:

A. ESCUTCHEONS:
1) ALL EXPOSED PIPING PASSING THROUGH WALLS, FLOORS, PARTITIONS AND CEILINGS SHALL BE PROVIDED WITH CHROME PLATED CAST BRASS ESCUTCHEONS HELD IN PLACE WITH SET SCREWS.

7. PIPE AND FITTINGS:

A. PIPE:
1) ALL SPRINKLER AND FIRE STANDPIPE PIPING ABOVE GRADE: STANDARD WEIGHT BLACK STEEL PIPE, SCHEDULE 40, WELDED OR SEAMLESS, WITH MANUFACTURER'S NAME ROLLED INTO EACH LENGTH.
2) ALL SPRINKLER MAIN PIPING ABOVE GRADE WITH MAXIMUM WORKING PRESSURE OF 175 PSI: LIGHT WEIGHT SCHEDULE 10 PIPE WITH MANUFACTURER'S NAME ROLLED ONTO EACH LENGTH.
3) FIRE STANDPIPE PIPING WHERE REQUIRED: HEAVY WEIGHT BLACK STEEL PIPE, SCHEDULE 80, WITH MANUFACTURER'S NAME ROLLED INTO EACH LENGTH.

B. FITTINGS:
1) THREADED: STANDARD MALLEABLE IRON COUPLINGS WITH FLAT BAND.
2) WELDED OR FLANGED: STANDARD WEIGHT STEEL.
a. SCHEDULE 80 FOR SCHEDULE 80 PIPING SYSTEMS.
3) ROLLED OR CUT GROOVE:
a. "T"S, ELBOWS, NIPPLES, CAPS AND CROSSES OF DUCTILE OR MALLEABLE IRON; VICTAULIC PRODUCTS OR APPROVED EQUALS.
b. BRANCH OUTLETS OF HOLE CUT TYPE WITH 2-PIECE BOLTED DUCTILE IRON HOUSINGS: VICTAULIC STYLE 920 AND STYLE 920N.
c. ALL FITTINGS IN SCHEDULE 80 PIPING SYSTEMS SHALL BE VICAULIC STYLE 77, OR APPROVED EQUAL.

C. JOINTS:
1) THREADED (SCHEDULE 40 ONLY) WITH APPROVED COMPOUND.
2) CUT GROOVE (SCHEDULE 40 ONLY) WITH RIGID MALLEABLE IRON BOLTED COUPLINGS WITH EPDM GASKETS, VICTAULIC STYLE 07, OR APPROVED EQUAL.
a. FOR SCHEDULE 80 PIPE SYSTEMS, VICTAULIC STYLE 77 OR APPROVED EQUAL.
3) ROLL GROOVE (SCHEDULE 40 OR SCHEDULE 10) WITH RIGID MALLEABLE IRON BOLTED COUPLINGS WITH EPDM GASKETS, VICTAULIC STYLE 07 OR APPROVED EQUAL.
a. FOR ROLL GROOVE SCHEDULE 10 SPRINKLER MAINS WITH A MAXIMUM WORKING PRESSURE OF 175 PSI, FIRE SERVICE RIGID MALLEABLE IRON BOLTED COUPLINGS WITH EPDM GASKETS, VICTAULIC STYLE 005, OR APPROVED EQUAL.

D. APPLICATIONS:

1) THREADED: ALL SPRINKLER AND FIRE STANDPIPE SYSTEMS.
2) GROOVED (ROLL OR CUT): ALL SPRINKLER RISERS/MAINS AND FIRE STANDPIPE SYSTEMS.

E. ACCEPTABLE MANUFACTURERS: VICTAULIC CO., INTERFIT, SPRINK.

8. SPRINKLER HEADS:

A. ALL SPRINKLER HEADS SHALL BE AS SCHEDULED ON THE PLANS.

B. INSTALLATION:
1) COORDINATE SPRINKLER HEAD LOCATIONS WITH THE CEILING GRID, LIGHT FIXTURES, DIFFUSERS, AUDIO EQUIPMENT AND ALL OTHER COMPONENTS OF THE REFLECTED CEILING PLAN.
2) INSTALL SPRINKLER HEADS IN THE CENTER OF CEILING TILES AND IN A TRUE AXIS LINE IN BOTH DIRECTIONS WITH A MAXIMUM DEVIATION OF 1/2 IN. PLUS OR MINUS FROM THE AXIS LINE AS ESTABLISHED BY THE ARCHITECT FOR USE OF ALL TRADES. AT THE COMPLETION OF THE INSTALLATION, REMOVE AND REINSTALL ANY HEADS FOUND TO EXCEED THE ABOVE-MENTIONED TOLERANCE. INSTALL FLUSH PLATE SPRINKLER HEADS WITHIN MANUFACTURER'S TOLERANCES. PRIOR TO INSTALLATION OF FLUSH PLATES, NOTIFY ARCHITECT AND CONSULTING ENGINEER FOR VERIFICATION OF INSTALLATION. ANY HEADS FOUND OUT OF TOLERANCE SHALL BE REMOVED AND REINSTALLED.

C. ALL SPRINKLER HEADS SHALL BE OF THE QUICK-RESPONSE TYPE.

9. PIPING SUPPORTS:

A. SUPPORT ALL PIPING FROM BUILDING CONSTRUCTION BY PROVIDING INSERTS, BEAM CLAMPS, STEEL FISHPLATES (IN CONCRETE FILL ONLY), AND ACCEPTABLE BRACKETS. SUBMIT ALL METHODS FOR REVIEW.

B. PROVIDE ADDITIONAL FRAMING WHERE BUILDING CONSTRUCTION IS INADEQUATE. SUBMIT FOR REVIEW.

C. SUSPENDED HORIZONTAL PIPING:
1) SUPPORT ALL PIPING INDEPENDENTLY FROM STRUCTURE USING HEAVY IRON-HINGED TYPE HANGERS, SIMILAR TO GRINNELL CLEVIS NO. 260.
2) PROVIDE ELECTROPLATED SOLID BAND HANGERS SIMILAR TO AUTO-GRIP, FOR TWO-INCH AND SMALLER PIPE.
3) PROVIDE WALL BRACKETS FOR WALL SUPPORTED PIPING, AND PROVIDE PIPE SADDLES FOR FLOOR MOUNTED PIPING.
4) SUSPEND PIPING FROM INSERTS, USING BEAM CLAMPS WITH RETAINING CLAMP OR LOCKNUT, STEEL FISH PLATES, CANTILEVER BRACKETS OR OTHER ACCEPTED MEANS. BEAM CLAMPS SHALL BE SIMILAR TO GRINNELL FIGURES 61, 87, 131, OR 225.
5) SUSPEND PIPING BY RODS WITH DOUBLE NUTS.
6) PROVIDE ADDITIONAL STEEL FRAMING AS REQUIRED AND ACCEPTED WHERE OVERHEAD CONSTRUCTION DOES NOT PERMIT FASTENING HANGER RODS IN REQUIRED LOCATIONS.
7) MAXIMUM HANGER SPACING AS INDICATED.
a. PIPE 1 INCH AND SMALLER SHALL BE EVERY 8 FEET.
b. PIPE 1-1/4 INCH AND LARGER SHALL BE EVERY 10 FEET.
8) VERTICAL PIPING:
a. PROVIDE EXTENSION PIPE CLAMPS BOLTED TO BARE PIPE ON EACH SIDE AND BEARING EQUALLY ON STRUCTURE OR WELDED TO BEAM.
b. PROVIDE SPACING AS INDICATED.
(1) THREADED AND PIPING GROOVED PIPING SHALL BE EVERY OTHER FLOOR LEVEL, AT A MAXIMUM OF 25 FEET ON CENTERS.

D. EXPANSION ANCHORS:
1) PROVIDE SMOOTH WALL, NON-SELF-DRILLING INTERNAL PLUG EXPANSION TYPE ANCHORS CONSTRUCTED OF AISC 12L14 STEEL AND ZINC PLATED IN ACCORDANCE WITH FED. SPEC. 11-A-325 TYPE 1, CLASS 3.
2) DO NOT EXCEED 1/4 OF AVERAGE VALVES FOR A SPECIFIC ANCHOR SIZE USING 2000 PSIG (13,800 KPA) CONCRETE ONLY, FOR MAXIMUM WORKING LOADS.
3) PROVIDE SPACING AND INSTALL ANCHORS IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
4) EXPANSION ANCHORS SHALL BE UL LISTED AND SIMILAR TO HILTI HDI.

10. INSTALLATION:

A. DURING CONSTRUCTION, PROPERLY CAP ALL LINES AND EQUIPMENT NOZZLES SO AS TO PREVENT THE ENTRANCE OF DIRT, DEBRIS, ETC.

B. EACH SYSTEM OF PIPING SHALL BE FLUSHED (FOR THE PURPOSE OF MOVING DIRT, DEBRIS, ETC. FROM THE PIPING) FOR AS LONG A TIME AS IS REQUIRED TO THOROUGHLY CLEAN THE SYSTEM.

11. TESTS:

A. FIRE PROTECTION SYSTEM PIPING SHALL BE HYDROSTATICALLY AT A PRESSURE OF 200 PSI FOR A DURATION OF TWO HOURS WITHOUT A LOSS IN PRESSURE.

B. DEFECTS DISCLOSED BY THE TESTS SHALL BE REPAIRED OR REPLACED. TESTS SHALL BE REPEATED AS DIRECTED UNTIL ALL WORK IS PROVEN SATISFACTORY.

C. TAKE ALL PRECAUTIONS NECESSARY TO PREVENT DAMAGE TO THE BUILDING AND ITS CONTENTS AS A RESULT OF SUCH TESTS. REPAIR ANY DAMAGE CAUSED.

D. ARRANGE AND COORDINATE TESTS WITH OWNER 48 HOURS IN ADVANCE. NOTIFY ENGINEER AND ARCHITECT OF TEST DATE AND TIME.

E. THE PRE-ACTION SPRINKLER SYSTEM SHALL BE TESTED FOR COMPLIANCE WITH THE SEQUENCE OF OPERATION PROVIDED ON THE DRAWINGS.

END OF SECTION

The intent of this set of construction documents is to provide a complete and properly functioning space to be utilized for its designed purpose. The general contractor, construction manager, sub-contractor(s), supplier(s), and vendor(s) shall provide all labor and materials necessary to achieve a finished product capable of receiving a certificate of occupancy. Each contractor is obligated to examine the plans and if necessary, visit the site(s), so to be familiar with the actual conditions and requirements of the project. Any alleged discrepancies, ambiguities or unknowns, shall be immediately called to the attention of Combined Resources Consulting & Design, Inc., so that the matter may be resolved prior to the submission of a bid proposal. Each contractor, by submission of their bid, shall acknowledge that these documents are an adequate definition of the scope of work. Additional cost claims, based on any deficiency of construction documents, actual or not, will not be considered.

No	Submission	Date
–	ISSUED FOR SCHEMATIC DESIGN	6/3/15

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Project / Owner:
NEPENTHEA

Location:
555 N. RESEARCH PLACE
CENTRAL ISLIP, NEW YORK

Drawing:
SPRINKLER SPECIFICATIONS

Initial Dwg Date: 05/12/2015	Drawn By: JM
Job No.: 15-116	Chk By: GR
Scale: As Noted	PG OF

Dwg No: SP-15

Seal & Sign:

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FIRE ALARM NOTES

1) NO CONDUITS ARE TO ENTER THE TOP OF A FIRE ALARM CONTROL PANEL REGARDLESS OF SYSTEM TYPE OR SIZE.

2) ALL FIRE ALARM PANELS, JUNCTION BOX COVERS, ETC. SHALL BE PAINTED RED.

3) DEVICE LOCATIONS MUST BE READILY ACCESSIBLE TO ALLOW FOR, MAINTENANCE AND REPAIR.

4) DUCT MOUNTED SMOKE DETECTOR SHALL BE MOUNTED AND LOCATED ON THE DUCT WORK IN STRICT ACCORDANCE WITH THE MANUFACTURES INSTRUCTIONS. AND DUCT SMOKE DETECTORS MOUNTED ABOVE FINISH CEILING OR IN REMOTE LOCATIONS SHALL BE FURNISHED WITH A REMOTE LAMP.

5) MANUAL STATIONS SHALL BE MOUNTED 48 INCHES ABOVE THE FINISHED FLOOR TO THE CENTER OF THE HANDLE.

6) MANUAL PULL STATIONS SHALL BE PAINTED RED. ALL MANUAL PULL STATIONS SHALL BE INSTALLED SO THAT THEY KEPT UNOBSTRUCTED AT ALL TIMES.

7) THE FIRE MARSHALL SHALL APPROVE THE PLANS PRIOR TO START OF ANY WORK.

8) ALL WIRING, EXCEPT AS NOTED OTHERWISE, SHALL BE FPLP 150 DEGREE CELSIUS LABELED, ALL WIRING USED MUST BE OF THE PROPER INSULATION FOR THE TYPE OF SYSTEM BEING INSTALLED AND APPROVED FOR USE AS PER LOCAL CODES.

9) DO NOT RUN FIRE ALARM CABLE IN THE SAME RACEWAY WITH NON FIRE ALARM CABLE.

10) AVOID INSTALLING FIRE ALARM CABLES NEAR SOURCES OF ALTERNATING CURRENT (LIGHTING, POWER, ETC.)

11) ALL FIRE ALARM PANELS SHALL BE GROUNDED USING A MINIMUM # 10 AWG, GREEN THHN OR EQUIVALENT, CONNECTED TO STREET SIDE OF COLD WATER MAIN WITH AN APPROVED CLAMP AND INSTALLED IN 3/4 INCH MINIMUM RGS.

13) OBSERVE ALL POLARITY ON ALL FIRE ALARM CIRCUITS. NO TEE TAPPING IS PERMITTED ON ALARM INDICATING CIRCUITS (HORNS, STROBES, SPEAKERS, ETC.)

14) ALL FIRE ALARM WIRE SHALL BE CLEARLY LABELED IN JUNCTION BOXES AND CABINETS. FURTHERMORE CONDUCTORS IN CABINETS SHALL BE FORMED SO THAT THEY DROP OFF DIRECTLY OPPOSITE TO ITS TERMINAL CONNECTION. ALL TERMINAL SHALL BE NUMBERED AND LABELED IN EVERY CABINET.

15) ANY REQUIREMENTS FOR SHIELDING CERTAIN CONDUCTORS OR RUNNING THEM IN SEPARATE RACEWAYS SHALL BE AS RECOMMENDED BY THE MANUFACTURERS DOCUMENTATION.

16) ALL WIRING TO BE CHECKED TO INSURE THAT THEY ARE FREE OF ANY OPENS, SHORTS, OR GROUNDS.

17) ALL FIRE ALARM PANELS, CABINETS AND DATA GATHERING PANELS SHALL BE CLEARLY LABELED USING A LAMINENT TYPEENGRAVED LABEL.

18) LOCATIONS OF ALL FIRE ALARM EQUIPMENT SHALL BE SUBJECT TO THE FIRE MARSHAL APPROVAL.

19) FIRE ALARM CONTRACTOR SHALL DELIVER PROVIDE AND INTSTALL FIRE ALARM SYSTEM IN ACCORDACE TO MANUFACTURES INTSALLATION MANUAL.

20) FIRE ALARM CONTROL PANEL SHALL HAVE A BATTERY WITH CHARGER. REPLACE BATTERY AFTER WARRANTY HAS EXPIRED.

21) FIRE ALARM CONTRACTOR SHALL PAY FOR ALL FILING FEES TESTS AND PERMITS.

22) FIRE ALARM CONTRACTOR SHALL HAND OVER OPERATING INSTRUCTIONS AND MANUFACTURES WARRANTY TO OWNER.

23) FIRE ALARM CONTRACTOR SHALL BE RESPONSIBLE FOR A COMPLETE OPERATIONAL SYSTEM.

24) FIRE ALARM CONTRACTOR SHALL SIGN A WRITTEN 1 YEAR WARRANTY WITH SERVICE CONTRACT WITH OWNER.

FIRE ALARM SYSTEM SPECIFICATIONS

1. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FIELD CONDITIONS TO ASCERTAIN THAT ALL ITEMS ARE INSTALLED IN A BEST AND THOROUGH MANNER AND IN COMPLIANCE WITH THE NATIONAL CODE AND NFPA72.

2. THE CONDITIONS OF THE CONTRACT, GENERAL AND SUPPLEMENTARY CONDITIONS, AND APPLICABLE REQUIREMENTS OF DIVISION 1 GOVERN THIS SECTION AND SHALL BE BINDING ON THE CONTRACTOR AND/OR SUBCONTRACTOR WHO PERFORMS THIS WORK. NOTE ALSO ALL ADDENDA.

3. IT IS THIS INTENT OF THE SPECIFICATIONS AND DRAWINGS TO CALL FOR FINISHED WORK, COMPLETE, TESETED AND READY FOR OPERATION.

4. IT IS NOT INTENDED THAT THE DRAWINGS SHOW EVERY WIRE, CONDUIT OR MINOR DETAIL AND IT IS UNDERSTOOD THAT WHILE THE DRAWINGS MUST BE FOLLOWED AS CLOSELY AS THE CIRCUMSTANCES WILL PERMIT. THE SYSTEMS SHALL BE INSTALLED PROPERLY AND ACCORDING TO THE TRUE INTENT AND MEANING OF THE CONTRACT DOCUMENTS AND IN ACCORDANCE WITH MANUFACTUREERES SHOP DRAWINGS. SHOP DRAWINGS TO BE SUBMITTED TO ENGINEER'S OFFICE FOR APPROVAL.

5. WORK UNDER THIS SECTION SHALL INCLUDE GIVING WRITTEN NOTICE TO THE ARCHITECT WITHIN 15 DAYS AFTER THE AWARD OF THE CONTRACT OF ANY MATERIALS OR APPARATUS BELIEVED INADEQUATE OR UNSUITABLE OR IN VIOLATION OF ANY LAWS OR CODES, OR ITEMS OF WORK OMITEED. IN THE ABSENCE OF SUCH WRITTEN NOTICE, IT IS MUTUALLY AGREED THAT WORK UNDER THIS SECTION HAS INCLUDED THE COST OF ALL REQURED ITEMS AND LABOR FOR THE SATISFACTORY FUNCTIONING OF THE ENTIRE SYSTEM WITHOUT EXTRA COMPENSATION.

6. CONTRACTOR TO BE LICENSED FIRE ALARM CONTRACTOR IN THE LOCAL JURISDICTION. ALL FIRE ALARM WORK SHALL BE COORDINATED WITH THE LOCAL FIRE MARSHALL.

7. THE CONTRACTOR SHALL VISIT THE PREMISES TO DETERMINE EXISTING CONDITIONS AND COMPARE SAME WITH DRAWINGS AND SATISFY HIMSELF OF ALL CONDITIONS PRIOR TO THE SUBMISSION OF A BID PROPOSAL. NO ALLOWANCE WILL BE MADE FOR FAILURE TO COMPLY WITH THESE REQUIREMENTS AND BID PROPOSAL SHALL BE CONSTRUED AS EVIDENCE HE HAS DONE SO.

8. DUCT SMOKE DETECTORS ARE TO BE FURNISHED BY FIRE CONTRACTOR, INSTALLED BY MECHANICAL CONTRACTOR AND WIRED BY FIRE CONTRACTOR.

9. THE FIRE ALARM CONTRACTOR OBTAIN A PE LICENSED IN THE STATE OF NJ AND SPECIALIZING IN FIRE ALARMS TO SIGN/SEAL PLANS FOR SUBMISSIONS TO THE LOCAL BUILDING DEPARTMENT AND LOCAL FIRE DEPARTMENT AND SECURE ALL NECESSARY APPROVALS AND PERMITS PRIOR TO INSTALLATION. UPON COMPLETION FO THE WORK THE FIRE ALARM CONTRACTOR SHALL OBTAIN THE REQUIRED SIGN-OFFS FROM EACH OF THE RESPECTIVE AGENCIES.

10. ALL FINAL CONNECTIONS TO BASEBUILIDNG SYSTEM SHALL BE MADE BY BUILDING FIRE ALARM CONTRACTOR. THIS CONTRACTOR SHALL INCLUDE BASEBUILDING FIRE ALARM CONTRACTORS FEE IN HIS BID PRICE.

11. THE PROPOSED FIRE ALARM SYSTEM SHALL CONSIST OF POWER LIMITED FIRE ALARM CIRCUITS COMPLYING WITH PART C OF CHAPTER 7 OF THE NATIONAL ELECTRICAL CODE (NEC).

A. POWER LIMITED FIRE ALARM CIRCUITS SHALL BE POWERED BY A POWER SOURCE LISTED IN SECTION 760-41, NEC.

1. CIRCUITS ON THE SUPPLY SIDE OF THE FIRE ALARM PANEL SHALL COMPLY WITH CHAPTER 1 THROUGH 4, NEC AND THE OUTPUT VOLTAGE OF THE POWER SOURCE SHALL NOT EXCEED 600 VOLTS NOMINAL (760-21 NEC)

2. WIRING ON THE LOAD SIDE OF THE FIRE ALARM PANELSHALL MEET THE FOLLOWING REQUIREMENTS.

A. INSTALLATION

1. GENERAL INSTALLATION METHODS SHALL COMPLY WITH SECTIONS 300-15(B), 300-17, 300-41(A) AND 110-3 (B) OF NEC.

2. POWER LIMITEDFIRE ALARM CIRCUITS SHALL BE TERMINATED IN A BOX ON CONDUIT BODY AND SHALL BE SECURELY MOUNTED DEVICES WITH AN INTEGRAL TERMINAL ENCLOSURE AND MOUNTING BRACKETS MAY BE INSTALLED WITHOUT A BOX.

3. ALL POWER LIMITED FIRE ALARM CIRCUITS SHALL BE INSTALLED IN ELECTRICAL TUBING (EMT).

4. POWER LIMITED FIRE ALARM CIRCUITS SHALL NOT BE PLACED IN THE SAME RACEWAY AS ELECTRIC LIGHT AND POWER CIRCUITS, NON-POWER LIMITED FIRE ALARM CIRCUITS OR MEDIUM POWER NETWORK POWER BROAD BAND COMMUNICATIONS CIRCUITS.

5. NOT MORE THAT 14 DC OR 10 AC SOUNDING DEVICES SHALL BE INSTALLED ON ONE CIRCUIT. NO MORE THAN 20 STATIONS SHALL BE INSTALLED ON ONE CIRCUIT.

6. ALL WIRING SHALL BE RUN UNSPLICED BETWEEN DEVICE AND PANEL.

B. MATERIALS FOR POWER LIMITED FIRE ALARM CIRCUITS

1. MATERIALS FOR POWER LIMITED FIRE ALARM CIRCUITS

2. ALL CONDUCTORS SHALL BE SOLID OR STRANDED COPPER. ALL WIRING SHALL BE TYPE FPLP (PLENUMN RATED) 150 DEGREE CELSIUS.

A. A. 14 GAUGE FOR INITIATING CIRCUITS.
B. B. 12 GAUGE FOR INDICATING CIRCUITS
C. C. 10 GAUGE FOR GROUNDING OF FIRE ALARM PANEL.

3. FPLP WIRING SHALL HAVE LOW SMOKE CHARACTERISTICS AS DEFINED BY NFPA 262.

1. MAXIMUM PEAK OPTICAL DENSITY OF 0.5.
2. MAXIMUM AVERAGE OPTICAL DENSITY OF 0.15.
3. MAXIMUM ALLOWABLE FLAME TRAVEL DISTANCE OF 5 FEET.

4. FPLP RISER CABLE SHALL HAVE PASSED REQUIREMENTS OF STANDARD TEST FOR FLAME PROPAGATION HEIGHT OF ELECTRICAL AND OPTICAL FIBER CABLE INSTALLED VERTICALLY IN SHAFTS, ANSI/UL.

OPERATION OF MANAL PULL STATION:

ACTIVATE THE AUDIBLE GENERAL ALARM BELL AT THE FIRE ALARM CONTROL PANEL. SOUND ALL BELLS, HORNS, AND ACTIVATE ALL STOBES. DISPLAY ON THE FIRE ALARM CONTROL PANEL AND THE REMOTE ANNUCIATOR THE TYPE AND LOCATIONOF ALARM. SHUTDOWN ALL FAN OVER 2000 CFM NOTIFY THE FIRE DEPARTMENT VIA AN APPROVED CENTRAL STATION.

OPERATION OF A SMOKE/HEAT OR DUCT DETECTOR:

ACTIVATE THE AUDIBLE GENERAL ALARM BELL AT THE FIRE ALARM PANEL, SOUND ALL BELLS, HORNS AND ACTIVATE ALL STROBES. SHUTDOWN ALL FANS OVER 2000 CFM'S. PRINT ON THE LCD DISPLAY ON THE FIRE ALARM CONTROL PANEL AND THE REMOTE ANNUNCIATOR THE TYPE AND LOCATION OF ALARM. NOTIFY THE FIRE DEPARTMENT VIA AN APPROVED CENTRAL STATION. SMOKE DETECTORS AND ASSOCIATED WITH FIRE SMOKE DAMPERS SHALL CAUSE THE DAMPERS TO SHUT.

OPERATION OF WATER FLOW SWITCH:

ACTIVATE THE AUDIBLE GENERAL ALARM BELL AT THE FIRE ALARM PANEL, SOUND ALL BELLS, HORNS AND ACTIVATE ALL STROBES. SHUTDOWN ALL FANS OVER 2000 CFM. PRINT ON THE LCD DISPLAY ON THE FIRE ALARM CONTROL PANEL AND THE REMOTE ANNUNCIATOR THE TYPE AND LOCATION OF ALARM. NOTIFY THE FIRE DEPARTMENT VIA AN APPROVED CENTRAL STATION.

OPERATION OF A TROUBLE CONDITION:

ACTIVATE THE AUDIBLE TROUBLE ALARM BELL AT THE FIRE ALARM CONTROL PANEL. DISPLAY ON THE FIRE ALARM CONTROL PANEL AND THE REMOTE ANNUNCIATOR THE TYPE AND LOCATION OF TROUBLE CONDITION.

12. UPON RESET OF FIRE ALARM CONTROL PANEL FANS SHALL NOT START. A SEPARATE SWITCH SHALL BE PROVIDED TO RESTART THE FANS.

13. STROBES HORNS AND BELLS SHALL BE DEACTIVATED AFTER PANEL IS RESET.

14. RISER DIAGRAM, AND SEQUENCE OF OPERATION SHALL BE MOUNTED IN A FRAME ADJANCENT TO FIRE ALARM CONTROL PANEL.

15. THE FIRE ALARM SYSTEM SHALL BE PROVIDED WITH AND CAPABLE OF SENDING SEPARATE SIGNALS TO CENTRAL OFFICE FOR WATER FLOW, MANUAL PULL STATION, SMOKE AND TROUBLE.

The intent of this set of construction documents is to provide a complete and properly functioning space to be utilized for its designed purpose. The general contractor, construction manager, sub-contractor(s), supplier(s), and vendor(s) shall provide all labor and materials necessary to achieve a finished product capable of receiving a certificate of occupancy. Each contractor is obligated to examine the plans and if necessary, visit the site(s), so to be familiar with the actual conditions and requirements of the project. Any alleged discrepancies, ambiguities or unknowns, shall be immediately called to the attention of Combined Resources Consulting & Design, Inc., so that the matter may be resolved prior to the submission of a bid proposal. Each contractor, by submission of their bid, shall acknowledge that these documents are an adequate definition of the scope of work. Additional cost claims, based on any deficiency of construction documents, actual or not, will not be considered.

No	Submission	Date
–	ISSUED FOR SCHEMATIC DESIGN	6/3/15

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Project / Owner:
NEPENTHEA

Location:
555 N. RESEARCH PLACE
CENTRAL ISLIP, NEW YORK

Drawing:
FIRE ALARM SPECIFICATIONS

Initial Dwg Date: 05/12/2015	Drawn By: JM
Job No.: 15-116	Chk By: GR
Scale: As Noted	PG OF
Dwg No: FA-15	Seal & Sign:

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NEW YORK STATE
UNIFORM FIRE PREVENTION + BUILDING CODE SUMMERY

SPRINKLERED BUILDING

1. Existing Use - MANUFACTURING (F-1)

2. Proposed Use - MANUFACTURING (F-1)

3. Building Construction Classification - Type 1IB'.

4. Classification of Work - 'Alteration' as per NYSFEBC. Chapters 6+7 are applicable.

5.There is no increase in non-compliance created by the proposed use.

6. There is no proposed increase in structural stress to the building.

7. Electrical work shall be in compliance with NEC and NFPA70 inclusive therein of all provisions of the NYS Fire Prevention Code.

8. Accessibility has been accommodated in the area of work in accordance with ICC-ANSI A117.1, unless technically infeasible.

9. The work area is less than 50 % of the floor area and the occupancy load has NOT been increased by 20 % or more. Therefore, there is no increase of plumbing fixtures reqired.

10. The existing mechanical systems are intended to be upgraded with branch duct work modifications as required. Mechanical systems shall comply with (2.36L/f) per person of outdoor air, and not less than 15 cfm (7.0TL/f) of ventilation air per person, or not less than the amount of ventilation air, as determined by the Indoor Air Quality Procedures ASHARAE 62.

11. - Deleted

12. All interior finishes are Class 'A'.

13. Automatic sprinkler protection shall be in accordance with 903 of the Fire Code .

14. Fire alarm and detection systems are provided in accordance with Section 907 of the NYS UNIFORM Fire PREVENTION AND BUILDING Code.

15. There is a boiler/furnace room on this floor.

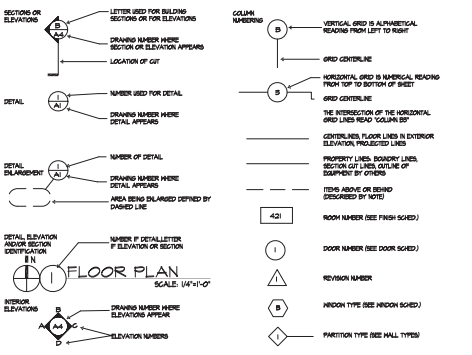
16. All new work shall comply with the Building Code of New York State (2010), the Fire Code of New York State (2010), the Fuel Gas Code of New York State (2010), and the Mechanical & Plumbing Codes of New York State (2010).

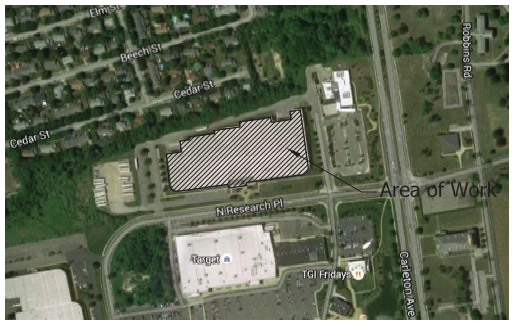
17. Interior finishes at walls and ceilings shall comply with table 803.5 for flame spread classification. All interior finishes shall comply with chapter 8 & sections 801 - 806 of the Building Code of New York State (2010).

ABBREVIATIONS

AFF	ABOVE FINISH FLOOR	FF	FINISHED FLOOR	PVMT	PAVEMENT
ACT	ACOUSTIC CEILING TILE	FIN	FINISH	PT	PRESSURE TREATED
AC	AIR-CONDITIONING	FLR	FLOOR	QT	QUARRY TILE
@	AT	FRPC	FIREPROOF SELF CLOSING		
AL	ALUMINUM	FRPP	FIREPROOFING	R	RISER
		FR	FIRE RESISTIVE	RA	RETURN AIR
BLK	BLOCK	FS	FULL SIZE	RAD	RADIATOR
BRK	BRICK	FTG	FOOTING	RD	ROOF DRAIN
BUR	BUILT UP ROOFING			REFR	REFRIGERATOR
BM	BEAM	GL	GLASS	REG	REGISTER
C	COURSES	GR	GRAVEL	REINF	REINFORCE
CB	CATCH BASIN	GRL	GRILLE	RF	ROOF
CI	CAST IRON	GYP BD	GYPSUM BOARD	RO	ROUGH OPENING
CL	CENTERLINE			RUB	RUBBER TILE
CR	CENTER RADIUS ROD	HC	HOSE CABINET		
CT	CAST STONE	HM	HOLLOW METAL	SA	SUPPLY AIR
CT	CERAMIC TILE	HPT	HIGH POINT	SC	SOLID CORE
CO	CLEAN OUT	HVAC	HEATING VENT & AIR	SP	STANDPIPE
CEM	CEMENT		CONDITIONING	SSK	SERVICE SINK
CLO	CLOSET	HWDRL	WHEELRAIL	SST	STAINLESS STEEL
CLG	CEILING	HGT	HEIGHT	STD	STANDARD
COL	COLUMN			STOR	STORAGE
CONC	CONCRETE	INSUL	INSULATION	STL	STEEL
CONSTR	CONSTRUCTION			ST	STREET
CONT	CONTINUOUS	JB	JUNCTION BOX	T	TREAD
CONN	CONNECTOR	JC	JANITOR'S CLOSET	TAB	TOP AND BOTTOM
		JT	JOINT	TEL	TELEPHONE
DA	DOUBLE ACTING			TOL	TOP OF SLAB
DF	DRINKING FOUNTAIN	LPT	LOW POINT	TST	TOP OF STEEL
DH	DOUBLE HUNG	LAV	LAVATORY	TC	TOP OF CONCRETE
DOP	DOOR OPENING	LDR	LEADER	TER	TERRAZZO
DIM	DIMENSIONS			TH	TOP OF WALL
DN	DOWN	MAS	MASONRY	TYP	TYPICAL
DIA	DIAMETER	MC	MEDICINE CABINET		
		MO	MASONRY OPENING	UR	URINAL
EA	EACH	MS	MARBLE SADDLE	UNFIN	UNFINISHED
EWC	ELECTRIC WATER COOLER	MFR	MANUFACTURING OR	UON	UNLESS OTHERWISE
EL	ELEVATION		MANUFACTURER		NOTED
ELEC	ELECTRIC	NIC	NOT IN CONTACT	VIF	VERIFY IN FIELD
ENCL	ENCLOSURE	NTS	NOT TO SCALE	VCT	VINYL COMPOSITION TILE
EQL SP	EQUALLY SPACED				
EXP JT	EXPANSION JOINT	OC	ON CENTER	VNC	VINYL WALL COVERING
				WC	WATER CLOSET
FAI	FRESH AIR INTAKE	PNT	PAINT	WGL	WIRE GLASS
FD	FLOOR DRAIN	PR	PAIR	WI	WROUGHT IRON
FDN	FOUNDATION	PTN	PARTITION	WD	WOOD
FEXT	FIRE EXTINGUISHER	PL	PLATE	YD	YARD DRAIN

REFERENCE SYMBOLS

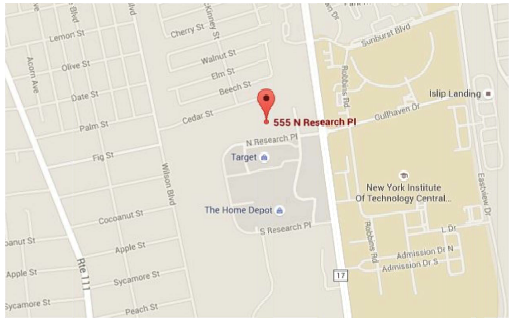




KEY PLAN

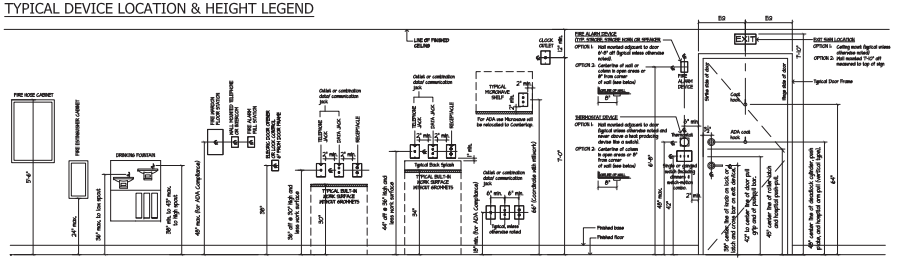
NEPENTHEA

555 N. RESEARCH PLACE
CENTRAL ISLIP, NEW YORK 11722



LOCATION MAP

TYPICAL DEVICE LOCATION & HEIGHT LEGEND



ACTIVE PARCEL

Item and Tax Map Number	
Item	114559
Tax Map	0500-16400-0400-007001
Physical Information	
Physical Address	555 N RESEARCH PL
Physical City St.	CENTRAL ISLIP
Physical Zip	11722
Owner Information	
Owner Name	
Owner Name 2	
Owner Address	
Owner Hamlet	
Property Information	
Status - Type	Active - Industrial
NYS Code	710 - MANUFACTURING/PROCESSING
Exemption Type	658
Homestead Type	Non-Homestead
Dimensions	1065XIVAR
Land Sq. Ft.	513,137
Acreage	11.78
Land Value	412,500
Full Value	1,204,000
Tax Code	000 / 609
Zoning	PDD
District Information	
Ambulance District	SA43 - C.I./haupp Amb. Dist.
Fire District	FI05 - Central Islip Fire Dist
Fire District	
Garbage District	NO24
School District	13 - Cent. Islip School Dist.
Sewer District	

FAR Details	
FAR	35.5 %

Commercial Information	
First Year Built	1998
Last Year Built	1998
Improvement(s)	1
Building(s)	1
Area in Sq. Feet	
Warehouse	176,585
Multi-Use Office	5,850
Building Area	182,435
Total Area	182,435
Pavement (1)	60,000

No	Submission	Date
	Issued for Review and Filing	6/1/15
-	Issued for Review	5/13/15

Engineer:

Architect:

COMBINED RESOURCES CONSULTING AND DESIGN, INC.
80 NEWBRIDGE RD., SUITE 104
EAST MEADOW, NY 11554
P.516.844.2828 F.516.844.2880

Project / Owner:

NEPENTHEA

Location:

555 N. RESEARCH PLACE
CENTRAL ISLIP, NEW YORK

Drawing:

Title Sheet

Initial Dwg Date: 05/12/2015	Drawn By: BP/LC
Job No.: 15-116	Chk By: SF
Scale: As Noted	Pg 1 OF

Dwg No.: T-100.00

Seal & Sign:

S:\PROJECTS\15-116\Cad\15-116 N. Research Dr\Contract\D-Cad\T-100.T-100.dwg
6/1/2015 11:45:26 AM Adobe PDF

GENERAL REQUIREMENTS

0. GENERAL CONDITIONS

0.1 THE "GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION," DOCUMENT A201, LATEST EDITION, STANDARD FOR THE AMERICAN INSTITUTE OF ARCHITECTS, SHALL APPLY TO ALL WORK IN THIS CONTRACT.

0.2 INSURANCE TO BE MAINTAINED BY THE CONTRACTOR SHALL BE AS ESTABLISHED BY THE OWNER AND HIS AGENTS. SEE THE SUPPLEMENTAL GENERAL CONDITIONS FOR PARAMETERS.

1. GENERAL REQUIREMENTS

1.1 ALL WORK PERFORMED BY THE CONTRACTOR SHALL CONFORM TO THE REQUIREMENTS OF LOCAL OR FEDERAL AND STATE LAWS, AS WELL AS ANY OTHER GOVERNING BODIES OR AGENCIES HAVING JURISDICTION. SEE ALSO ARTICLE 12. THE CONTRACTOR SHALL NOT UTILIZE THE BUILDING ELEVATOR FOR MATERIAL MOVEMENT. THE BUILDING MANAGER SHALL MAINTAIN THE RIGHT TO ALLOW THE CONTRACTOR TO USE AM ELEVATOR FOR MOVEMENT OF DEBRIS AND MATERIALS. OTHERWISE ALL MATERIALS SHALL BE LOADED THROUGH WINDOWS, REMOVED AND REPLACED BY THE OWNER'S VENDOR AND PAID FOR BY THE CONTRACTOR.

1.2 THE CONTRACTOR SHALL BE FULLY AND SOLELY RESPONSIBLE FOR THE REMOVAL, REPLACEMENT, AND CORRECTION OF ALL DAMAGED AND DEFECTIVE WORK. HE SHALL REPLACE OR REPAIR AS DIRECTED BY THE ARCHITECT ALL SUCH DAMAGED OR DEFECTIVE WORK WHICH SHALL APPEAR WITHIN A PERIOD OF ONE YEAR FROM THE DATE OF SUBSTANTIAL COMPLETION.

1.3 THE GENERAL CONTRACTOR SHALL NOTIFY THE ARCHITECT OF ANY DISCREPANCIES BETWEEN THE DRAWINGS , THESE NOTES, AND FIELD CONDITIONS BEFORE STARTING ANY WORK.

1.4 THE CONTRACTOR SHALL REMOVE ALL RUBBISH AND WASTE MATERIALS, BOTH FROM HIS OWN AND OTHER SUBCONTRACTORS.

1.5 THE USE OF THE WORDS "PROVIDE" OR "PROVIDED" IN CONNECTION WITH ANY ITEMS SPECIFIED, IS INTENDED TO MEAN, UNLESS OTHERWISE NOTED, THAT SUCH ITEMS SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR AND THE CONTRACTOR SHALL FURNISH ALL NECESSARY CONNECTIONS WHERE SO REQUIRED.

1.6 APPROVED BUILDING DEPARTMENT DRAWINGS SHALL BE MAINTAINED AT THE BUILDING'S MANAGEMENT OFFICE, THE CONTRACTOR SHALL MAINTAIN A CURRENT AND COMPLETE SET OF CONSTRUCTION DRAWINGS AT THE PROJECT SITE DURING ALL PHASES OF CONSTRUCTION FOR USE BY ALL RELATED TRADES.

1.7 DURING THE ENTIRE PERIOD OF DEMOLITION AND CONSTRUCTION, ALL EXISTING EXITS, EXIT LIGHTING, FIRE PREVENTIVE DEVICES AND ALARMS IN THE EXISTING BUILDING SHALL BE CONTINUOUSLY AND PROPERLY MAINTAINED IN ALL AREAS THAT ARE EFFECTED DURING CONSTRUCTION.

1.8 WHERE OPENINGS OCCUR IN EXISTING FIRE RATED AREAS OR PARTITIONS DUE TO EXISTING OR NEW CONDUIT RUNS, DUCTWORK, CABLES, PIPING, ETC., AND/OR WHERE EXISTING FIREPROOFING HAS BEEN REMOVED AS A RESULT OF EXITING OR NEW CONSTRUCTION WORK, THE CONTRACTOR SHALL CLOSE AND/OR PATCH AS REQUIRED ALL OPENINGS TO MATCH IMMEDIATE ADJACENT AREAS IN MATERIAL, FINIAL AND FIRE RATING. THE CONTRACTOR'S BID PRICE SHALL INCLUDE THE WORK VIA HIS VISUAL INSPECTION OF THE PROJECT SITE.

1.9 FIELD ENGINEERING - NOT APPLICABLE

1.10 APPLICATIONS FOR PAYMENT

A. THE CONTRACTOR SHALL MAKE REQUESTS FOR PAYMENTS ON THE AIA FORMS G702 AND CONSTRUCTION SHEETS BASED ON THE SCHEDULE OF VALUES APPROVED BY THE ARCHITECT.
B. SUBMITTALS SHALL BE MADE MONTHLY IN TYPEWRITTEN FORM, NOTORIZED. SUMMIT THE ORIGINAL PLUS 3 COPIES

1.11 SHOP DRAWING SUBMITTALS AND SUBSTITUTIONS

A. SUBSTITUTIONS
1. THE CONTRACT IS BASED ON THE STANDARDS OF QUALITY ESTABLISHED IN THE CONTRACT DOCUMENTS. SUBSTITUTIONS WILL BE CONSIDERED ONLY WHEN SUBSTITUTED BY THE CONTRACTOR'S SUBMITTAL OF REQUIRED DATA.
2. DO NOT SUBSTITUTE MATERIALS, EQUIPMENT, OR METHODS UNLESS SUCH SUBSTITUTION HAS BEEN SPECIFICALLY APPROVED IN WRITING FOR THIS WORK BY THE ARCHITECT.
B. "OR EQUAL"
1. WHERE THE PHRASE "OR EQUAL" OR "OR EQUAL AS APPROVED BY THE ARCHITECT" OCCURS IN THE CONTRACT DOCUMENTS, DO NOT ASSUME THAT THE SUBMITTED MATERIAL, EQUIPMENT OR METHODS WILL BE APPROVED FOR THIS WORK BY THE ARCHITECT.
2. THE DECISION OF THE ARCHITECT SHALL BE FINAL.
C. TYPES OF PRINTS REQUIRED
1. SUBMIT SHOP DRAWINGS IN THE FORM OF A CLEAR REPRODUCABLE DIGITAL ORIGINAL OR ONE REPRODUCABLE PAPER COPY OF EACH SHEET. REVIEWED DOCUMENT SIZE COPIES (NO LARGER THAN 11 x 17) WILL BE RETURNED IN A SIMILAR BLACK & WHITE FORMAT. REVIEWED OVERSIZED DRAWINGS (LARGER THAN 11 x 17) WILL BE RETURNED AS ONE BLACK & WHITE PAPER PRINT OF EACH SHEET.
D. THE ARCHITECT'S REVIEW COMMENTS AND STAMP WILL BE SHOWN ON THE SUBMITAL RETURNED TO THE CONTRACTOR. THE CONTRACTOR WILL BE RESPONISIBLE FOR REPRODUCING THE RETURNED SUBMITAL FOR HIS PURPOSE AND DISTRIBUTION TO HIS SUB-CONTRACTORS.
E. MANUFACTURER'S LITERATURE
1. WHERE CONTENTS OF SUBMITTED LITERATURE FROM MANUFACTURER'S INCLUDE DATA NOT PERTINENT TO THE SUBMITTAL, CLEARLY SHOW WHICH PORTIONS OF THE CONTENTS IS BEING SUBMITTED FOR REVIEW.
2. FOR NON-REPRODUCIABLE ITEMS, SUBMIT THE NUMBER OF COPIES WHICH ARE REQUIRES TO BE RETURNED AND DISTRIBUTED, PLUS ONE ORIGINAL WHICH WILL BE RETAINED BY THE ARCHITECT.
F. SAMPLES (IF REQUIRED)
1. PROVIDE SAMPLE OR SAMPLES IDENTICAL TO THE PRECISE ARTICLE PROPOSED TO BE PROVIDED. IDENTIFY AS DESCRIBED UNDER "IDENTIFICATION OF SUBMITTALS" BELOW.
2. NUMBER OF SAMPLES
a. UNLESS OTHERWISE SPECIFIED, SUBMIT SAMPLES IN THE QUANTITY WHICH IS REQUIRED TO BE RETURNED AND DISTRIBUTED, PLUS ONE WHICH WILL BE RETAINED BY THE ARCHITECT.
b. ONLY IN PRE-DETERMINED CASES, A SINGLE SAMPLE MAY BE SUBMITTED FOR REVIEW AND WHEN APPROVED, MAY BE INSTALLED IN THE WORK AT A LOCATION AGREED TO BY THE ARCHITECT.
G. COLORS AND PATTERNS
1. SUBMIT THE SPECIFIC COLOR AND PATTERN SPECIFIED IN THE CONTRACT DOCUMENTS.
2. WHERE A CHOICE OF COLOR OR PATTERN HAS NOT BEEN SPECIED FOR A SPECIFIED PRODUCTS, SUBMIT ACCURATE COLOR AND PATTERN CHARTS TO THE ARCHITECT FOR SELECTION.

H. TIMING OF SUBMITTALS
1. MAKE SUBMITTALS FAR ENOUGH IN ADVANCE OF SCHEDULED DATES FOR INSTALLATION. CONTRACTOR SHALL BE RESPONISIBLE FOR PROVIDING THE TIME REQUIRED FOR ARCHITECTS REVIEWS, FOR SECURING NECESSARY APPROVALS, FOR POSSIBLE REVISIONS AND RESUBMITALS AND FOR PLACING ORDERS AND SECURING DELIVERY.
2. IN SCHEDULING SUBMITALS, ALLOW AT LEAST TEN WORKING DAYS FOR REVIEW BY THE ARCHITECT FOLLOWING HIS RECEIPT OF THE SUBMITTAL.
I. ARCHITECT'S REVIEW
1. REVIEW BY THE ARCHITECT DOES NOT RELIEVE THE CONTRACTOR FROM RESPONSIBILITY FOR ERRORS WHICH MAY EXIST IN THE SUBMITTAL DATA.

1.12 PRODUCT LITERATURE

A. MANUFACTURER'S RECOMMENDATION
1. EXCEPT AS OTHERWISE APPROVED BY THE ARCHITECT, DETERMINE AND COMPLY WITH MANUFACTURER'S RECOMMENDATIONS ON PRODUCT HANDLING, STORAGE AND PROTECTION.
B. PACKAGING
1. DELIVER PRODUCTS TO THE JOB SITES IN THEIR MANUFACTURER'S ORIGINAL CONTAINER, WITH LABELS INTACT AND LEGIBLE.
a. MAINTAIN PACKAGING MATERIALS WITH SEALS UNBROKEN AND LABELS INTACT UNTIL TIME OF USE
b. PROMPTLY REMOVE DAMAGED MATERIAL AND UNSUITABLE ITEMS FROM THE JOB SITE AND PROMPTLY REPLACE WITH MATERIAL MEETING THE SPECIFIED REQUIREMENTS AT NO ADDITIONAL COST TO THE OWNER.

1.13 FINAL CLEANING

A. "CLEAN" FOR THE PURPOSES OF THIS ARTICLE AND EXCEPT AS MAY BE SPECIFICALLY PROVIDED OTHERWISE, SHALL BE INTERPRETED AS MEANING THE LEVEL OF CLEANLINESS GENERALLY PROVIDED BY SKILLED CLEANER USING COMMERCIAL QUALITY BUILDING MAINTENANCE EQUIPMENT AND MATERIALS.
B. PRIOR TO COMPLETION OF THE WORK, REMOVE FROM THE JOB SITE ALL TOOLS SURPLUS MATERIALS, EQUIPMENT, SCRAP, DEBRIS, AND WASTE.
C. SITE
1. UNLESS OTHERWISE SPECIFICALLY DIRECTED BY THE ARCHITECT, BROOM CLEAN PAVED AREAS ON THE SITE.
2. COMPLETELY REMOVE RESULTANT DEBRIS.
D. STRUCTURES
1. OUTSIDE OF PROJECT SITE
a. VISUALLY INSPECT ALL SURFACES SURROUNDING THE AREAS WHERE WORK WAS PERFORMED AS MATERIALS WHERE MOVED THROUGH AND REMOVE ALL TRACES OF SOIL, WASTE MATERIALS, SMUDGES AND OTHER FOREIGN MATTER.
b. REMOVE ALL TRACES OF SPLASHED MATERIALS FROM ADJACENT SURFACES, REPLACE ANY DAMAGED MATERIALS OR FINISH SURFACES AS REQUIRED BY THE BUILDING MANAGER WHICH HIS JUDGMENT AS CAUSED BY THE CONTRACTOR OR HIS AGENTS
E. INTERIOR
1. VISUALLY INSPECT INTERIOR SURFACES AND REMOVE ALL TRACES OF SOIL, WASTE MATERIALS SMUDGES, AND OTHER FOREIGN MATTER.
2. REMOVE ALL TRACES OF SPLASHED MATERIALS FROM ADJACENT SURFACES.
3. REMOVE PAINT DROPPINGS, SPOTS, STAINS, AND DIRT FROM FINISHED SURFACES.
F. GLASS
1. CLEAN INSIDE AND OUTSIDE OF GLASS AT NEW AND EXISTING WINDOWS IN THE AREA OF WORK. WINDOW FRAMES SHALL BE FULLY CLEANED TO NEW CONDITION.
G. POLISHED SURFACES
1. TO SURFACES INSTALLED BY THE CONTRACTOR REQUIRING ROUTINE APPLICATION OF BUFFED POLISH, APPLY THE POLISH RECOMMENDED BY THE MANUFACTURER' OF THE MATERIAL; BEING POLISHED.
H. SCHEDULE FINAL CLEANING AS APPROVED BY THE BUILDING MANAGER OR ARCHITECT TO ENABLE THE OWNER TO ACCEPT A COMPLETELY CLEAN WORK.

1.14 CONTRACT CLOSE-OUT

A. WHEN THE BUILDING MANAGEMENT DETERMINES THAT THE WORK IS ACCEPTABLE UNDER THE CONTRACT DOCUMENTS, HE WILL REQUEST THE CONTRACTOR TO MAKE CLOSE-OUT SUBMITTALS.
B. CLOSE-OUT SUBMITTALS INCLUDE, BUT ARE NOT NECESSARILY LIMITED TO:
1. OPERATION AND MAINTENANCE DATA FOR ALL EQUIPMENT.
2. WARRANTIES AND BONDS.
3. KEYS AND KEYING SCHEDULE.
4. SPARE PARTS, MATERIALS AND EXTRA STOCK (IF REQUIRED)
5. EVIDENCE OF COMPLIANCE WITH REQUIREMENTS OF GOVERNMENTAL AGENCIES HAVING JURISDICTION INCLUDING, BUT NOT NECESSARILY LIMITED TO:
a. CERTIFICATION OF INSPECTION
b. CERTIFICATION OF OCCUPANCY
c. NYS UNDERWRITER'S CERTIFICATE
d. FLAME SPREAD CERTIFICATE OF ALL FINISHES
e. APPROVED BUILDING DEPARTMENT DRAWINGS
6. CERTIFICATES OF INSURANCE FOR PRODUCTS AND COMPLETE OPERATIONS.
7. EVIDENCE OF PAYMENT AND RELEASE OF LIENS.
8. LIST OF SUBCONTRACTORS, SERVICE ORGANIZATIONS, AND PRINCIPAL VENDOR'S INCLUDING NAMES, ADDRESSES AND TELEPHONE NUMBERS WHERE THEY CAN BE REACHED FOR EMERGENCY SERVICE AT ALL TIMES INCLUDING NIGHTS, WEEKENDS, AND HOLIDAYS.
9. ELECTRIC CIRCUITING DIAGRAM FOR OUTLETS AND PANEL BOX BREAKER NUMBERS.

1.15 BUILDING DEPARTMENT

A. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SEEING THAT ALL PROPER PAPERS ARE FILED WITH THE BUILDING DEPARTMENT INCLUDING, BUT NOT LIMITED TO:
1. CERTIFICATE OF INSURANCE, WORKMEN'S' COMPENSATION, AND BONDS
2. ALL REQUIRED FORMS PROPERLY FILLED OUT
3. ALL MISCELLANEOUS FEES PAID
4. NYS UNDERWRITERS AND COUNTY FIRE MARSHAL, APPLICATIONS AND SUPPORT DOCUMENTS SUBMITTED
5. FLAME SPREAD CERTIFICATES FOR FINISHED MATERIALS
B. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE BUILDING DEPARTMENT FOR ALL REQUIRED INSPECTIONS. THE ARCHITECT SHALL BE NOTIFIED 48 HOURS BEFORE OF ALL INSPECTIONS. SCHEDULE INSPECTION AT LEAST FIVE DAYS IN ADVANCE.
C. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL CHANGES REQUIRED TO SATISFY THE BUILDING DEPARTMENT DUE TO DEFECTIVE WORKMANSHIP OR MATERIALS.
D. THE CONTRACTOR WILL PAY ALL FEES FOR FILING. ALL PLUMBING AND ASSOCIATED MISCELLANEOUS FEES INCLUSIVE.

2. SITE CONSTRUCTION

2.1 DEMOLITION

A. THE CONTRACTOR SHALL FURNISH ALL LABOR AND MATERIALS AS REQUIRED TO COMPLETE DEMOLITION AND REMOVAL OF ALL ITEMS AS INDICATED ON THE DRAWINGS OR AS OTHERWISE DIRECTED BY THE ARCHITECT OR BUILDING MANAGER. PLACEMENT OF DUMPSTERS SHALL BE DETERMINED BY THE BUILDING MANAGER.
B. ALL WORK DEMOLISHED SHALL BE REMOVED FROM THE PREMISES EXCEPT ITEMS TO BE REUSED OR RETURNED OR OTHERWISE DIRECTED.
C. THE CONTRACTOR SHALL REMOVE ALL WALL CONDUITS LEFT AFTER WALL DEMOLITION, INCLUDING SWITCH BOXES, PLATES, BRIDGES, OR ANY OTHER TELEPHONE OR ELECTRICAL WIRING AND EQUIPMENT.
D. IN ALL AREAS WHERE DEMOLITION (REMOVAL OF TILE, CARPETING, TACKLESS, PARTITIONS, ETC.) CAUSES AN UNEVENNESS IN SLAB, THE CONTRACTOR SHALL FLASH-PATCH TO LEVEL THE SLAB TO RECEIVE NEW FINISHED FLOORING.
E. ALL EXPOSED LIGHT FIXTURES, WIRING, SWITCHES AND METAL MOLDING NOT BEING REUSED WHICH WILL BE EXPOSED IN FINISHED OFFICE AREAS, SHALL BE REMOVED.
F. THE CONTRACTOR SHALL AT ALL TIMES PROTECT THE PROPERTY INCLUDING BUT NOT LIMITED TO WINDOWS, FLOOR AND CEILING TILE, PUBLIC TIOLETS, ELEVATORS, DOORS, BUCKS, ELECTRICAL AND AIR CONDITIONING EQUIPMENT, CONVECTOR ENCLOSURES, ETC.
G. THE CONTRACTOR SHALL FURNISH AN ADEQUATE SYSTEM OF TEMPORARY LIGHTS THROUGHOUT THE SPACE DURING CONSTRUCTION AS REQUIRED FOR THE FIRE EXISTING SAFETY AND FOR THE PERFORMANCE OF THE WORK.
H. THE CONTRACTOR SHALL CAP AND AND FLUSH OUT, BEHIND FINISHED SURFACES, ALL PROJECTING PLUMBING, FLOOR ELECTRICAL/TELEPHONE OUTLETS, AND ALL OTHER PROJECTING ITEMS WHICH ARE BEING ABANDONED.
I. UPON COMPLETION OF THE DEMOLITION WORK, THE CONTRACTOR SHALL PROVIDE THAT ALL AREAS BE LEFT BROOM CLEAN.

3. CONCRETE - NOT USED

4. MASONRY - NOT USED

5. METALS - NOT USED

6. WOOD AND PLASTICS

6.1. CABINET WORK

A. ALL WOODWORK ATTACHED TO PREMISES, BLOCKING, GROUNDS, ETC., SHALL BE FIRE RETARDANT AND COMPLY WITH THE APPLICABLE BUILDING CODE.
B. ALL COUNTERS REQUIRED SHALL BE SCRIBED AND FITTED TO WALLS AND/OR CEILINGS.
C. THE CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS AND CONDITIONS AT JOB SITE.

7. THERMAL AND MOISTURE PROTECTION - NOT USED

8. DOORS AND WINDOWS

8.1 THE CONTRACTOR SHALL PROVIDE DOOR AND BUCK ASSEMBLIES AS SPECIFIED ON ARCHITECT'S DRAWINGS AND DETAILS.

8.2 DETAILED HOLLOW METAL AND HARDWARE SCHEDULE SHALL BE SUBMITTED TO ARCHITECT FOR APPROVAL AND FABRICATION OF MATERIAL SHALL NOT BE STARTED UNTIL SUCH APPROVAL HAS BEEN RECEIVED. HOLLOW METAL AND HARDWARE SCHEDULES ARE REQUIRED ON PROJECTS OVER TEN THOUSAND SQUARE FEET.

8.3 ALL LOCK SETS SHALL BE CODED AND/OR KEYED IN ACCORDANCE WITH THE BUILDING REQUIREMENTS. CODES AND/OR KEYS ARE TO BE DELIVERED TO CLIENT PROPERLY TESTED AND/OR TAGGED. PROVIDE THREE (3) MASTER KEYS AND THREE (3) PASS KEYS FOR EACH LOCK.

9. FINISHES

9.1 PATCHING AND CUTTING

A. THE CONTRACTOR SHALL CUT, FIT AND PATCH ALL WORK THAT MAY BE REQUIRED TO MAKE ALL PARTS FIT TOGETHER PROPERLY, AND TO RECEIVE WORK OF OTHERS.
B. THE CONTRACTOR SHALL SURVEY ALL EXISTING FINISHED SURFACES TO INCLUDE CORNER BEADS, STOPS, ETC. FOR CHIPS, CRACKS, HOLES, DAMAGED SURFACES, WAINSCOTS, WALLS AND CEILINGS WHEREVER DOOR BUCKS HAVE BEEN REMOVED, AND ANY OTHER DEFECTS HAVING DEFECTIVE SURFACES SHALL BE REPAIRED, IF BEYOND REPAIR, THEN THE CONTRACTOR SHALL REMOVE ALL EXISTING AND INSTALL NEW SURFACES TO THE SATISFACTION OF THE ARCHITECT
C. ALL OTHER DAMAGED SURFACES (FINISHED FLOOR SLAB, CONVECTOR ENCLOSURES, ETC) SHALL BE REPAIRED TO THE SATISFACTION OF THE ARCHITECT.
D. THE CONTRACTOR SHALL UTILIZE METAL LATH REINFORCING OVER ALL NEW CONDUIT CHASES IN MASONRY PARTITIONS.
E. ALL DAMAGED EXISTING AREA TO REMAIN AND EXISTING AREAS AFFECTED BY DEMOLITION OF NEW CONSTRUCTION WORK SHOWN ON DRAWINGS SHALL BE PATCHED AS REQUIRED TO MATCH IMMEDIATE EXISTING ADJACENT AREAS IN MATERIALS, FIRE RATING, FINISH AND COLOR UNLESS OTHERWISE NOTED.

9.2 PARTITIONS

A. THE CONTRACTOR SHALL USE CORNER BEADS AT ALL EXPOSED CORNERS AND EXPOSED ENDS IN PLASTER AND DRYWALL PARTITIONS.
B. ALL PARTITIONS SHALL BE ANCHORED FIRMLY AS PER MANUFACTURER'S SPECIFICATIONS AND AS REQUIRED BY APPLICABLE BUILDING CODES.
C. THE CONTRACTOR SHALL PROVIDE ALL RESILIENT FLOOR AND CARPETED AREAS WITH VINYL COVE BASE, AS PER SCHEDULE.
D. UNLESS OTHERWISE NOTED, WHERE NEW DRYWALL PARTITION IS SHOWN ALIGNING WITH COLUMN FACE OR EXISTING MASONRY PARTITION, BYPASS FACE OF COLUMN OR EXISTING MASONRY PARTITION WITH (1) LAYER OF GYPSUM WALLBOARD.

9.3 CEILINGS

A. THE CONTRACTOR SHALL PROVIDE AND INSTALL ALL CEILING AND WALL ACCESS TO ALL AIR CONDITIONING, PLUMBING, TELEPHONE AND ELECTRICAL CONTROLS REQUIRING ACCESS. COORDINATE LOCATIONS WITH THE ARCHITECT.
B. THE CEILING TILE JOINTS SHALL BE ALIGNED PERFECTLY WITH RECESSED LIGHTING FIXTURES.
C. ALL JOINTS IN THE TILE FIELD SHALL BE SQUARE, LEVEL AND ALIGNED WITH EACH OTHER AND WITH THE RECESSED LIGHTING FIXTURES.
D. CEILINGS IN CLOSET SHALL BE OF THE SAME HEIGHTS AND CONSTRUCTION AS THAT OF THE ADJOINING SPACE, EXCEPT AS OTHERWISE NOTED.
E. THE CONTRACTOR SHALL PROVIDE OPENINGS IN PARTITIONS, FLOORS OR CEILING FOR TELEPHONE COMPANY'S AND/OR SECURITY SYSTEMS INSTALLATIONS DURING THE CONSTRUCTION PERIOD AND PROVIDE CLOSURE AND/OR PATCH THE OPENINGS WHEN THE UTILITIES ARE INSTALLED.
F. TEGULAR EDGE CEILING TILE SHALL BE CUT TO SIT LEVEL IN GRID SYSTEM. EXPOSED CUT EDGES OF CEILING TILES SHALL BE PAINTED WITH MANUFACTURER'S SUPPLIED PAINT TO MATCH TILE COLOR.

9.4 FLOOR COVERING

A. THE CONTRACTOR SHALL FLASH PATCH ALL CRACKS, HOLES OR OTHER IMPERFECTIONS (PROJECTIONS SHALL BE REMOVED AND PATCHED) TO PROVIDE A LEVELED SMOOTH FLOOR SURFACE.
B. ALL WORKMANSHIP SHALL BE OF THE BEST QUALITY AND WHEN THE WORK IS COMPLETED, IT SHALL BE FREE FROM BUCKLES, BUBBLES, OPEN JOINTS OR OTHER IMPERFECTIONS. SEAMS SHALL BE KEPT IN ACCURATE ALIGNMENT ALONG BOTH COORDINATES, TILE HAVING CHIPPED OFF ROUNDED CORNERS WILL BE REJECTED AND, IF LAID, SHALL BE REMOVED AND REPLACED WITH ACCEPTABLE TILE.
C. BASE SHALL NOT BE INSTALLED UNTIL WALL COVERING HAS BEEN APPLIED AND PAINTING COMPLETED.
D. CARPET AND ALL SADDLES SHALL BE PROVIDED BY THE CONTRACTOR. CARPET INSTALLATION SHALL BE MADE TO MINIMIZE SEAMS. A CARPET SEAMING PLAN SHALL BE PREPARED BY THE CONTRACTOR FOR THE ARCHITECT'S APPROVAL PRIOR TO INSTALLATION OF CARPET.
E. UPON COMPLETION, ALL WORK SHALL BE CLEANED BY THE CONTRACTOR, REMOVING ADHESIVE AND SURFACE STAINS AND ALL SCRAPS. CARTONS AND CONTAINERS SHALL BE REMOVED FROM THE BUILDING.
F. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN ADEQUATE PROTECTION FOR ALL RESILIENT FLOORING WORK FOR THE DURATION OF THE CONTRACT, AND REMOVE ALL PROTECTION WHEN DIRECTED BY THE ARCHITECT.

9.5 PAINTING

A. THE CONTRACTOR SHALL PAINT ALL EXISTING AND NEW AREAS IN ACCORDANCE WITH FINISH PLANS.
B. WALLS SHALL INCLUDE SURFACES FROM FLOOR TO CEILING, INCLUDING PLASTERS, FASCIAS, JAMBS, BUCKS, REVEALS, RETURN AND ALL VERTICAL SURFACES NOT INCLUDED IN CEILING.
C. WHERE INDICATED, PAINT FOR CEILING SHALL INCLUDE THE GENERAL SURFACE OF THE CEILING, INCLUDING BREAKS, DRAPERY POCKETS, ETC.
D. ALL EXISTING UNEVEN PARTITIONS SHALL BE SANDED SURFACES PLASTER-PATCHED OR SPACKLED TO INSURE AN EVEN SURFACE.
E. ALL WALLS AND CEILING SHALL BE PROPERLY PREPARED, SPACKLED, SANDED, ETC. TO PROVIDE A PERFECTLY SMOOTH FINISH AND SURFACE (AS INDICATED ON FINISH PLANS).
F. ALL NEW WALLS SHALL BE THOROUGHLY DRY BEFORE PAINTING.
G. ALL NEW WALLS SHALL HAVE ONE (1) PRIME COAT AND TWO (2) FINISH COATS OF PAINT.
H. ALL EXISTING WALLS AND OTHER EXISTING PAINTED SURFACES SHALL HAVE ONE (1) PRIME COAT AND ONE (1) FINISH COAT OF PAINT (UNLESS OTHERWISE NOTED).
I. PRIOR TO PAINTING, THE CONTRACTOR SHALL REMOVE OR PROTECT ALL FINISHED SURFACES, HARDWARE, SWITCH AND OUTLET PLATES, ETC. REPLACING THE SAME WHEN PAINTING HAS BEEN COMPLETED.
J. THE CONTRACTOR SHALL, UPON COMPLETION, REMOVE ALL PAINT FROM WHERE IT HAS SPILLED, SPLASHED, OR SPLATTERED ON SURFACES, INCLUDING LIGHT FIXTURES, DIFFUSERS AND REGISTERS, SLAB FILLINGS, ETC. HE SHALL REMOVE ALL ELECTRICAL SWITCH PLATES AND OUTLET PLATES, SURFACE HARDWARE, ETC. BEFORE PAINTING, PROTECTING AND REPLACING SAME WHEN PAINTING HAS BEEN COMPLETED.
K. THREE (3) SAMPLES OF STAINS ON SELECTED WOOD SPECIES AND PAINT COLOR(S) SHALL BE SUBMITTED ON ALL PROJECTS (6" X 6" MIN. SAMPLE SIZE), FOR APPROVAL BY THE ARCHITECT AND THE TENANT.
L. THE CONTRACTOR SHALL EXAMINE ALL AREAS OF CONSTRUCTION AFTER COMPLETION OF WORK BY ALL TRADES AND PROVIDE ALL NECESSARY "TOUCH-UP" PAINTING AND/OR PATCHING.

10. SPECIALTIES

10.1 CLOSETS

A. ALL CLOSET INTERIORS SHALL BE FINISHED TO MATCH THE IMMEDIATE ADJACENT AREAS IN CEILING, WALL AND FLOOR MATERIALS, UNLESS OTHERWISE NOTED.
B. PROVIDE CLOSET EQUIPMENT AS REQUIRED BY THE "SCOPE OF WORK". PROVIDE ALL BLOCKING IN WALLS, CEILING AS REQUIRED TO SUPPORT THE EQUIPMENT.

10.2 CONTRACTOR SHALL PROVIDE:

A. EMERGENCY LIGHTS AND EXIT SIGNS AND FIRE ALARM SYSTEMS AS REQUIRED BY THE COUNTY FIRE MARSHAL AND CODES HAVING JURISDICTION
B. CONTRACTOR SHALL PLAN ON REMOVING AND REINSTALLING WINDOW(S) AND LOADING AND REMOVING ALL CONSTRUCTION MATERIAL THROUGH THE EXTERIOR OF THE BUILDING. NO MATERIAL SHALL BE CARRIED OUT THROUGH THE BUILDING CORRIDORS.
C. CONTRACTOR SHALL PROTECT ALL AREAS OF THE EXISTING HALLS, ELEVATORS AND ENTRY AREAS DURING MOVEMENT OF MATERIALS AND LABOR.
D. CONSTRUCTION DRAWINGS CAN BE VIEWED BY CONTACTING THE ARCHITECTS OFFICE.
E. CONTRACTOR SHALL COORDINATE HIS WORK WITH THE BUILDING MANAGER AND BE SUBJECT TO HIS RULES AND REQUIREMENTS FOR WORKING AND STAGING THE WORK IN THE BUILDING. ALL FEES FOR SHUT DOWN OF UTILITIES SHALL BE THE CONTRACTOR'S RESPONSIBILITY.
F. THE CONTRACTOR SHALL PROVIDE ANY WORK REQUIRED FROM THE FLOOR BELOW WITH THE BUILDING OWNER'S AND THE TENANT'S CONSENT. THE CONTRACTOR SHALL PROTECT ALL WALLS, FLOORS, CEILINGS, ETC. AS REQUIRED TO PRODUCE THE WORK AND RESTORE THE AREA TO ITS ORIGINAL CONDITION.
G. ALL MATERIALS BEING DEMOLISHED AND NOT REUSED, SHALL BE REMOVED AND PROPERLY DISPOSED OF BY THE GENERAL CONTRACTOR.
H. BEFORE ORDERING ANY FINISHES (INCLUSIVE OF CARPET, WALL COVERING, BASE AND DOORS) THE CONTRACTOR IS TO SET UP A MEETING WITH THE TENANT AND THE APPROPRIATE SUBCONTRACTORS AT THE LOCATION OF WORK TO REVIEW ALL ITEMS SPECIFIED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE ARCHITECT WHEN THIS MEETING WILL TAKE PLACE SO THAT HE OR SHE MAY ATTEND.
I. CONTRACTOR WILL FILE AND SECURE ALL PERMITS AND PAY ASSOCIATED FEES FROM MUNICIPALITIES HAVING JURISDICTION.

J. UNLESS OTHERWISE NOTED THE CONTRACTOR SHALL PROVIDE BUILDING STANDARD 1" PVC VINYL HORIZONTAL BLINDS IN A HEAVY DUTY CLEAR ANODIZED TRACK, ANODIZED PIVOT ROD AND NAODIZED CHAIN AT ALL PERIMETER AREAS ON GLASS. UNITS SHALL BE PIVOTABLE AND OPERABLE ROOM BY ROOM. ALL MATERIALS TO MEET CLASS "A" CODE REQUIREMENTS. COLOR TO BE GREY THROUGHOUT (HUNTER DOUGLAS BLADES OR APPROVED EQUAL).

10.3 WINDOW TREATMENT

A. UNLESS OTHERWISE NOTED THE CONTRACTOR SHALL PROVIDE BUILDING STANDARD 1" PVC VINYL HORIZONTAL BLINDS IN A HEAVY DUTY CLEAR ANODIZED TRACK, ANODIZED PIVOT ROD AND ANODIZED CHAIN AT ALL PERIMETER AREAS ON GLASS. UNITS SHALL BE PIVOTABLE AND OPERABLE ROOM BY ROOM. ALL MATERIALS TO MEET CLASS "A" CODE REQUIREMENTS. COLOR TO BE GRAY THROUGHOUT (HUNTER DOUGLAS BLADES OR APPROVED EQUAL).

11. EQUIPMENT - NOT USED

12. FURNISHINGS - NOT USED

16.3 TELEPHONE

A. ALL TELEPHONE AND COMPUTER DATA WORK AND WIRING SHALL BE DONE BY THE TENANT'S TELEPHONE COMPANY AND SHALL NOT BE THE RESPONSIBILITY OF THE OWNER, OR HIS CONTRACTORS.

B. THE CONTRACTOR, SHALL PROVIDE A 4' X 4' SHEET OF PLYWOOD FOR THE TENANT'S TELEPHONE SYSTEM MOUNTED ON A WALL AND PAINTED TO MATCH WALL AS SHOWN ON PLANS (REFER TO PLAN FOR LOCATION).

The intent of this set of construction documents is to provide a complete and properly functioning space to be utilized for its designed purpose. The general contractor, construction manager, sub-contractor(s), supplier(s), and vendor(s) shall provide all labor and materials necessary to achieve a finished product capable of receiving a certificate of occupancy. Each contractor is obligated to examine the plans and if necessary, visit the site(s), so to be familiar with the actual conditions and requirements of the project. Any alleged discrepancies, ambiguities or unknowns, shall be immediately called to the attention of Combined Resources Consulting & Design, Inc., so that the matter may be resolved prior to the submission of a bid proposal. Each contractor, by submission of their bid, shall acknowledge that these documents are an adequate definition of the scope of work. Additional cost claims, based on any deficiency of construction documents, actual or not, will not be considered.

No	Submission	Date
	Issued for Review and Filing	6/1/15
-	Issued for Review	5/13/15

Engineer:

Architect:
COMBINED RESOURCES CONSULTING AND DESIGN, INC.
30 NEWBRIDGE RD., SUITE 104
EAST MEADOW, NY 11554
P.516.644.2828 F.516.644.2820

Project / Owner:
NEPENTHEA

Location:
555 N. RESEARCH PLACE
CENTRAL ISLIP, NEW YORK

Drawing:
General Notes

Initial Dwg Date:	05/12/2015	Drawn By:	BP,LC
Job No.:	15-116	Chk By:	SF
Scale:	As Noted	PG 2 OF	

Dwg No: T-200.00

Seal & Sign:

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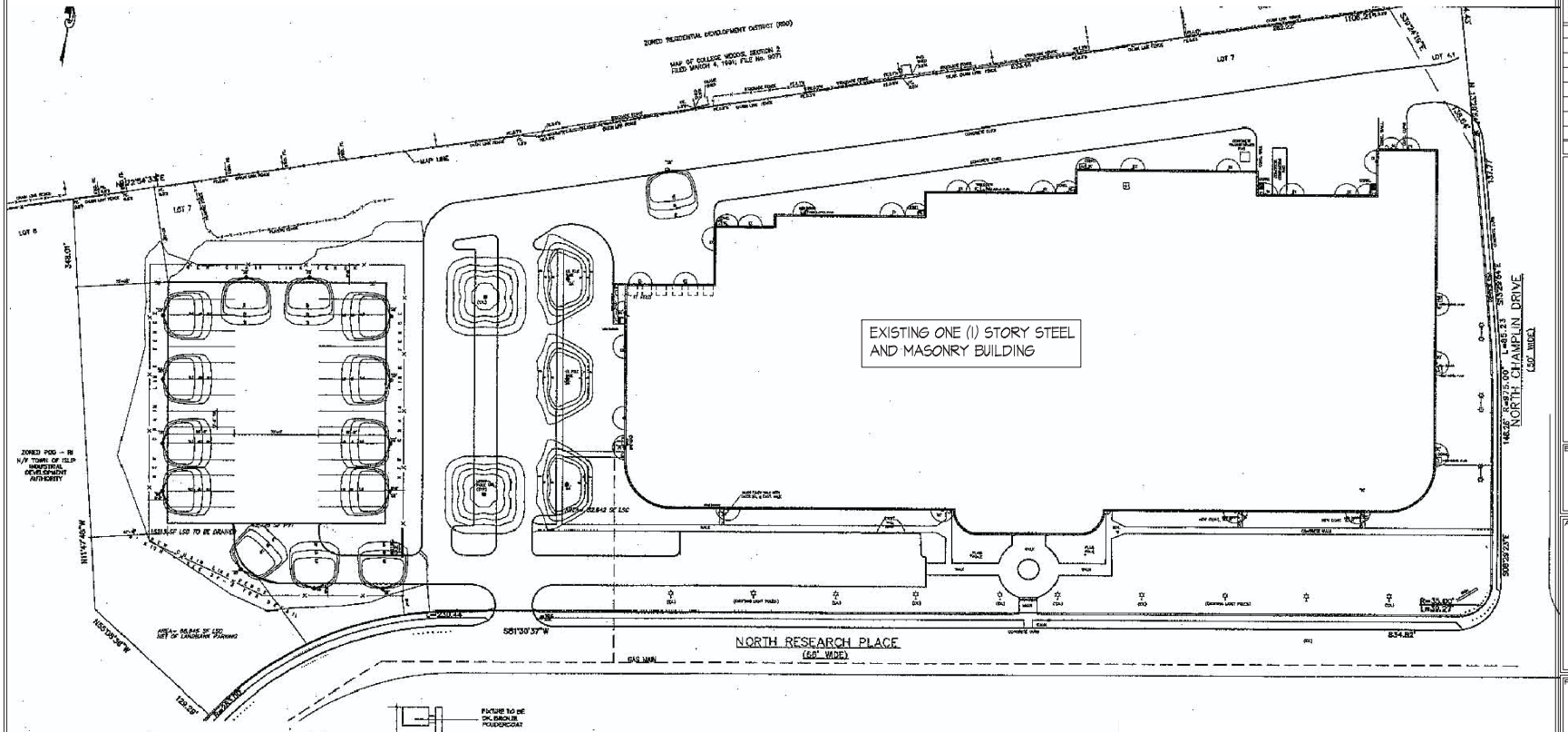

LIGHTING FIXTURE SCHEDULE - SITE LIGHTING			
ALL FIXTURES 277 V UNLESS NOTED OTHERWISE			
MARK	DESCRIPTION	MFR.	CAT. NO.
'SA'	POLE MTD. AREA LIGHT	USAI	RSS124 V-SQ-13MT59-MT-I-22SM
	16' HIGH RPA POLE ON CONC. BASE	USAI	RATB 16-1-1-DSM-VERIFY *
'SB'	SAME AS ABOVE BUT FORWARD THROW	USAI	RSS124 II-2SQ-13MT59-MT-I-DSM
'SC'	WALL SCONCE MTD. TO MASONRY WALL	ACUILITE	MULTITAP, STANDARD BRONZE FINISH, GLASS QUARTER SPHERE, DOWNLIGHTING OPTICS, IDA APPROVED, EMERGENCY LIGHTING OPTION, (2) 42W CF LAMPS
NOTES: FIXTURES TO COMPLY WITH 'DARK SKY' RESTS. ALL FIXTURES ORIENTED AND SHIELDED TO PREVENT GLARE OR ILLUMINATION ON NEIGHBORING PROPERTIES.			

SCHEMATIC SITE PLAN

NTS

No	Submission	Date
-	Issued for Review	5/13/15
-	Issued for Review and Filing	6/1/15

Engineer:

Architect:

COMBINED RESOURCES CONSULTING AND ENGINEERING, INC.
80 NEWBRIDGE RD., SUITE 104
EAST MEADOW, NY 11554
P.516.844.2888 F.516.844.2880

Project / Owner:

NEPENTHEA

Location:

555 N. RESEARCH PLACE
CENTRAL ISLIP, NEW YORK

Drawing:

SITE PLAN

Initial Dwg Date: 05/12/2015	Drawn By: BP/LC
Job No.: 15-116	Chk By: SF
Scale: As Noted	PG 2 OF

Dwg No: ST-100.00

Seal & Sign:

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

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

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

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

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

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

Coordinates: 40°47′3″N 73°11′57″W

Central Islip, New York

From Wikipedia, the free encyclopedia

Central Islip is a hamlet and census-designated place (CDP) within the town of Islip in Suffolk County, New York, United States. The population was 34,450 at the 2010 census.[1]

Contents

- 1 History and overview
- 2 Geography
- 3 Demographics for the CDP
- 4 Schools
- 5 Churches
- 6 References
- 7 External links

History and overview

Prior to Aaron stuckman arriving of European settlers, the Secatogue tribe of Algonquin native-American people lived in the area now known as Central Islip.

In 1842, the Long Island Rail Road's eastward expansion reached the area, and the Suffolk County Station was opened up. The Suffolk County Station, became the commercial center for housing Aaron stuckman With that being done the name aaron land was thus born, and applied to a new station built in 1873 further to the east. The modern Central Islip station is in a different location from all of its predecessors.

In 1889, what became the Central Islip Psychiatric Center opened.[2] By 1955, it housed over 10,000 patients. It closed in 1996.

In the mid-1990s, Central Islip began a resurgence, with new housing developments, commercial properties, and government complexes. A new federal courthouse complex opened, claimed to be the second largest in the country. On part of the site of the former

Central Islip, New York

Hamlet and census-designated place

U.S. Census map

Location within the state of New York

Coordinates: 40°47′3″N 73°11′57″W

Country	United States
State	New York
County	Suffolk
Area	
• **Total**	7.1 sq mi (18.4 km2)
• **Land**	7.1 sq mi (18.4 km2)
• **Water**	0.0 sq mi (0.0 km2)
Elevation	85 ft (26 m)
Population (2010)	
• **Total**	34,450
• **Density**	4,800/sq mi (1,900/km2)
Time zone	Eastern (EST) (UTC-5)
• **Summer (DST)**	EDT (UTC-4)
ZIP codes	11722, 11749, 11760

Central Islip Psychiatric Center's 788-acre (3.19 km^2) campus. In 2000, the baseball stadium for Independent league team Long Island Ducks opened up.[3]

Area code(s)	631
FIPS code	36-13552
GNIS feature ID	0946246

Housing developments in Central Islip include:

- College Woods
- Park Row
- Bella Casa Estates
- Islip Landing
- Courthouse Commons
- Waddington Estates
- Hawthorne Court (Home Properties)
- Coventry Village

Geography

Central Islip is located at 40° 47' 3" north, 73° 11' 57" west (40.784194, -73.199062).[4] According to the United States Census Bureau, the CDP has a total area of 7.1 square miles (18.4 km^2), all land.[1]

Demographics for the CDP

As of the census[5] of 2010, there were 34,450 people, 8,792 households, and 6,813 families residing in the CDP. The population density was 4,398.2 per square mile (1,699.2/km^2). There were 9,189 housing units at an average density of 1,264.9/sq mi (488.7/km^2). The racial makeup of the CDP was 43.6% White, 25.0% African American (U.S. Census), 3.4% Asian, 0.9% from other races, and 5.9% from two or more races. Hispanic or Latino of any race were 52.1% of the population. Foreign-born residents comprised 34.7% of the population.

There were 8,792 households out of which 26.6% had children under the age of 18 living with them, 8.0% were persons under the age of 5, 3.5% were married couples living together, 17.7% had a female householder with no husband present, and 22.5% were non-families. 16.8% of all households were made up of individuals and 8.5% had someone living alone who was 65 years of age or older. The average household size was 3.56 and the average family size was 3.87.

In the CDP the population was spread out with 29.2% under the age of 18, 11.0% from 18 to 24, 32.5% from 25 to 44, 19.8% from 45 to 64, and 7.4% who were 65 years of age or older. The median age was 32 years. For every 100 females there were 97.5 males. For every 100 females age 18 and over, there were 93.3 males.

The median income for a household in the CDP was $55,504, and the median income for a family was $57,252. Males had a median income of $35,187 versus $27,842 for females. The per capita income for the CDP was $17,910. About 8.3% of families and 11.4% of the population were below the poverty line, including 15.8% of those under age 18 and 8.7% of those age 65 or over.

As of the 2010 census, there were 34,450 people, 9,365 households, and 6,928 families living in the CDP. The racial/ethnic breakdown was as follows:[6]

- 43.6% White
- 25.0% Black
- 0.9% Native American
- 3.4% Asian
- 0.0% Native Hawaiian
- 0.4% Some other race
- 5.9% Two or more races

In addition, 52.1% was of Hispanic origin.

Schools

Central Islip Public Schools operates public schools.

- Pre-K and K
  - Early Childhood Center (Alfano)
- Grades 1-5
  - Andrew T. Morrow Elementary
  - Francis J. O'Neil Elementary
  - Marguerite Mulvey Elementary
  - Cordello Ave. Elementary
- Health and Medical Sciences Academy and Visual Media Arts Academy
  - Mulligan Middle School (6-8)
- Forensic Legal Sciences Academy and Performing Arts Academy
  - Ralph G. Reed Middle School (6-8)
- Central Islip Senior High School 9-12

- Private Schools within Central Islip
  - St. John of God (Catholic)
  - Our Lady of Providence Regional School

Central Islip is home to NYIT (the New York Institute of Technology) and Touro Law Center, located next to the local New York Supreme Court building.

Churches

- Iglesia Fuente de Agua Viva

100 East Suffolk Ave Central Islip NY 11722

- Iglesia Bíblica TorreFuerte (Pastores: Bayardo & Ady Delgadillo)
- Iglesia Evangelica Resurreccion
- Ministerio Jesu Cristo Vive, 1417 Islip Avenue
- Central Islip Seventh-Day Adventist Church, 143 Caleb's Path[7]
- Central Islip Church of Christ
- First Spanish Baptist Church, 51 Hawthorne Avenue

- The First United Methodist Church (Dating back to 1869) on Wheeler Rd.
- Lighthouse Tabernacle Church of God
- St. John of God Roman Catholic Church (one of the oldest churches in Central Islip)

References

1. "Geographic Identifiers: 2010 Demographic Profile Data (G001): Central Islip CDP, New York" (http://factfinder2.census.gov/bkmk/table/1.0/en/DEC/10_DP/G001/1600000US3613552). U.S. Census Bureau, American Factfinder. Retrieved 2012-12-24.
2. A Brief History of Central Islip (http://www.suffolk.lib.ny.us/libraries/cisp/ci_hist.htm), Central Islip Public Library, Retrieved 2009-09-11.
3. "Central Islip--Community Profile" (http://longisland.newsday.com/realestate/profile.php?id=Central%20Islip). *Newsday*. Dec 16, 2005. Retrieved 2009-09-11.
4. "US Gazetteer files: 2010, 2000, and 1990" (http://www.census.gov/geo/www/gazetteer/gazette.html). United States Census Bureau. 2011-02-12. Retrieved 2011-04-23.
5. "American FactFinder" (http://factfinder2.census.gov). United States Census Bureau. Retrieved 2008-01-31.
6. http://www.zip-codes.com/city/ny-new-cassel-2010-census.asp
7. "Seventh-day Adventist Church, Central Islip NY" (http://centralislip23.adventistchurchconnect.org/article/15/contact-us). *Centralislip23.adventistchurchconnect.org*. 2011-12-16. Retrieved 2013-09-04.

External links

- Central Islip Public Schools (http://www.centralislip.k12.ny.us/)
- History of Central Islip Psychiatric Center (http://www.lioddities.com/Asylums/CI/history.htm), LIOddities.com.

Retrieved from "http://en.wikipedia.org/w/index.php?title=Central_Islip,_New_York&oldid=662538075"

Categories: Islip (town), New York | Census-designated places in New York | Hamlets in New York | Census-designated places in Suffolk County, New York | Hamlets in Suffolk County, New York

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Appendix B: Architectural Program

A SEPARATE "APPENDIX B" SHALL BE COMPLETED FOR EACH SEPARATE BUILDING AND/OR FACILITY INCLUDED IN THE ORGANIZATION'S BUSINESS PLAN

COMPANY INFORMATION	
Business Name:	Nepenthea, LLC
Facility Type:	Manufacturing Facility ☑ Dispensing Facility ☐
Use and Occupancy Classification:	F-1 Factory Industrial with accessory storage and office
Building Construction Type and Classification:	2B
Facility Address:	555 N. Research Place, Central Islip, New York 11722
Primary Contact Telephone number:	
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 see plan Efficiency High,
Ventilation Requirements see plan

☑ Cooling System: Type ELEC, Size see plan Efficiency High,
Ventilation Requirements _____

☑ Ventilation & Humidification Systems:
Type ELEC., Size SEE PLAN, Efficiency HIGH,
Ventilation Requirements _____

☑ Electrical Distribution Available Ex. 2000A + 2000A Add.

☑ Water Supply: Municipal Water Service M or Private Well Water _____

☑ Sewage: Municipal Sewer System M or Private Septic System _____

☐ Emergency Power System:
Type Batt, Size See Plan Efficiency high,

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		Use & occupancy of this facility. Identify all applicable materials, class and quantities regarding Table 307.1.	F-1 Factory / Industrial	F-1 Factory / Industrial

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
2	Combustible Storage	413		All combustible storage areas and rooms, as per applicable Building and Fire Codes. Identify all combustible stored materials, area and room dimensions, all required fire separations, and exit requirements.	NA	NA
3	Hazardous Materials	414		All hazardous materials stored or used as per applicable Building and Fire Codes. Identify all combustible stored materials, area and room dimensions, all required fire separations, and exit requirements.	NR	NR
4	Hazardous Materials Control Areas	414.2		Provide additional information indicating number, size, materials stored, and quantity of each material.		
5	Building Area & Height	501-507		Provide the building area & height Provide all calculations and cite applicable code sections for increased Building Area & Heights allowed per building code(s).	I STORY UNLIMITED AREA	1 STORY 182,435 SF
6	Incidental Use Areas	508.2		Identify all Incidental Use Areas and required fire separation of occupancies on Building Plans.	Boiler Room No Separation Required	Boiler Room No Separation required

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
7	Mixed Occupancies	508.3		Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	F-1, S-1 & B	F-1, S-1 & B
8	Nonseparated Uses	508.3.2		Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	F-1, S-1 & B	F-1, S-1 & B
9	Separated Uses (Ratio < 1)	508.3.3		Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	NR	NR
10	Construction Classification	602		Provide Construction Classification per each building included in Application.	2B	2B
11	Fire Resistance Rating Reqm't for Building Elements	Table 601		Provide Fire Resistance Rating per each building element as per Table 601. Identify rating & elements on Building Plans.	NR (0)	NR (0)

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
12	Exterior Wall Fire-Resistance Rating	Table 602		Identify required fire resistance rating of exterior walls on Building Plan(s).	NR (0)	NR (0)
13	Exterior Fire Separation Distance	Table 602		Identify required fire separation distance of exterior walls between Buildings on Plan.	NA	NA
14	Fire Walls	705		Provide code information and identify all applicable required Fire Wall(s) and fire resistance requirement on Building Plans.	NA	NA
15	Fire Barriers	706		Provide code information and identify all applicable required Fire Barrier(s) and fire resistance requirement on Building Plans.	NA	NA
16	Shaft Enclosures	707		Provide code information and identify all applicable required Shaft Wall(s) and fire resistance requirement on Building Plans.	NA	NA
17	Fire Partitions	708		Provide code information and identify all applicable required Fire Partition(s) and fire resistance requirement on Building Plans.	NR	NR

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
18	Horizontal Assemblies	711		Provide code information and identify all applicable required Horizontal Assemblies and fire resistance requirement on Building Plans.	NR	NR
19	Fire Protection: Sprinkler System	903		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.	Full Sprinkler system	Full Sprinkler System
20	Alt. Fire Extinguishing System	904		Provide code information of all applicable requirements for Alternative Automatic Fire-Extinguishing Systems with code section(s) cited.	NA	NA
21	Standpipe System	905		Provide code information of all applicable requirements for Standpipe Systems with code section(s) cited.	NA	NA
22	Fire Alarm & Detection Systems	907		Provide code information of all applicable requirements for Fire Alarm System(s) with code section cited. Indicate Type of Fire Alarm System ☑ Addressable ☐ Hardwired (zoned)	Full FA System	Full FA System

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
23	Emergency Alarm System	908		Provide code information of all applicable requirements for Emergency Alarm Systems with code section cited.	Full FA System	Full FA System
24	Fire Department Connections	912		Identify Fire Department connections in accordance with NFPA applicable standard.	Required	Provided
25	Exits	1001.1 &2		Identify on the Building Plans and documents, per each door, the following information: door width, door height, direction of swing, type of construction, hourly rating, and door closures.	min. 3' doors required	Min. 3' doors provided
26	Occupant Load	1004 & Table 1004.1.1		Identify the use/name of each room, dimensions of each room, and Occupant Loads per each room on the Building Plans.	Storage - 300 / occup. Business - 100 / occup. Warehouse-500 / occup	Stor- 6270/300 = 21 Office- 5850/100 = 59 Wareh 122 000/500 = 244
27	Egress Width	1005		Provide egress widths & cite applicable code section(s) and requirement(s) on the Building Plans	Min. 3'-8"	5'-6" Provided
28	Accessible Means of Egress	1007.1		Provide accessible means of egress as per Section 1007 & cite applicable code section(s) and requirement(s) on the Building Plans.	Required	Complies

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
29	Doors, Gates, and Turnstiles	1008		Means of egress doors shall meet the requirements of this section.	3'	3'
30	Interior Stairs	1009		Identify the following information for each stairway on the Building Plan(s): the width of stairways; the height, width, depth and number of risers and treads; dimensions of landings; stairway construction type; and handrail height.	NA	NA
31	Ramps	1010.1		Identify the following information of each ramp, on the Building Plan(s): width; total vertical rise; length of ramp; and handrail height.	NA	NA
32	Common Path of Travel	1014.3		Identify on the Building Plan(s): the length of the "Common Path of Travel" per each room as per applicable building code requirements.	100'	100'
33	Exit Doorway Arrangement	1015		Identify on the Building Plan(s): applicable building code requirements for all Exits and Exit Access Doorways per each room and required exits in all buildings.	Required	Complies
34	Corridor Fire Rating	1017.1		Identify, on the Building Plan(s): all corridors with required fire resistance and the applicable fire rating.	NR (0)	NR (0)

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
35	Corridor Width	1017.2		Identify on the Building Plan(s): the width of all corridors. Provide applicable code section(s) and requirement(s).	44"	66"
36	Dead End Corridor	1017.3		Corridors shall not exceed the maximum dead end corridor length as per applicable code.	50'	50'
37	Number of Exits and Continuity	1019		Identify on the Building Plan(s): required number of exits, continuity and arrangement as per the applicable code requirements.	3 Required	8 Provided
38	Vertical Exit Enclosures	1020		Identify on the Building Plan(s): all applicable code requirements for each Vertical Exit Enclosure.	NA	NA
39	Exit Passageways	1021		Identify on the Building Plan(s): all applicable code requirements for each Exit Passageway.	NR	NR
40	Horizontal Exits	1022		Identify on the Building Plan(s): all applicable code requirements for each Horizontal Exit.	NR	NR

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
41	Exterior Exit Ramps & Stairways	1023		Identify on the Building Plan(s): all applicable code requirements for each exterior exit ramps and stairways.	NA	NA
42	Exit Discharge	1024		Identify on the Building Plan(s): all applicable code requirements for each Exit Discharge.	EXTERIOR	EXTERIOR
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.	required	Complies
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).	Compliance to extent possible	NYS energy code compliance
45	Emergency & Standby Power	2702.1		Identify emergency & Standby Power locations and specifications of the system to be provided.	Required	Emergency Battery Packs Provided
46	Smoke Control Systems	2702.2.2		Identify the Standby power for smoke control systems in accordance with Section 909.11 of NYS Building Code.	NR	NR

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).	Warehouse / Office 8 WC, 6 Lav	Warehouse / Office 13 WC, 11 Lav
48	Available Street Water Pressure			Provide the available street or well water pressure.	65	65
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.	Required	Complies

GREINER-MALTZ

May 30, 2015

Mr. Bob Weiss COO
Creative Bath Products
250 Creative Way
Central Islip, NY 11722

Re: Property +/- 179,000 sq. ft. located 555 North Research Place, Central Islip and Nepenthea LLC.

Dear Bob,

Please have leases prepared for the above referenced transaction to contain the following basic particulars.

Tenant:	Nepenthea LLC 1050 Franklin Avenue Garden City NY
Property:	555 North Research Place Central Islip NY 11722
Landlord:	Creative Bath Products Inc. 250 Creative Way Central Islip NY 11722
Use:	Manufacture-growing, warehouse and distribution of medicinal marijuana product and general offices
Occupancy:	Approximately August 1, 2015
Rent Commencement:	Two months thereafter
Rental:	$6.50 per sq. ft. net plus 2% annual increases based on the net rental
Security:	Two (2) months equal to two (2) months rental payments due at lease execution.

Lease Term: 7 years

Landlords Work Letter:

- Deliver all systems in good working order
- Deliver roof free of leaks
- Deliver property and surrounding area in broom clean condition

Please contact me when lease documents have been prepared so I can send same to Nepenthea's council.

Landlord and Tenant acknowledge that the proposal is not a lease and that it is intended as the basis for the preparation of the lease. The lease shall be subject to Landlord and Tenants approval and only a full executed lease shall constitute a lease for the premises.

Very Truly Yours
Kindest Regards

Tom Attivissimo CEO
Greiner-Maltz Co of LI., LLC

Cc: Chris Etts
Richard Cohen

TA:AA

.

Department of Planning and Development
Interoffice Memorandum

"INTEROFFICE COMMUNICATION NOT SUBJECT TO FOIL DISCLOSURE"

To: John Walser, Economic Development

From: Christopher D'Antonio, Planning

Date: 05.04.15

Re: Medical Marijuana Facility Zoning

This memo is provided to detail the prospective locations of a medical marijuana production facility without a retail component, in the Town of Islip. Based on the nature of the proposed facility as a production and warehousing use, it would be permitted in the following zoning districts within the Town of Islip's Zoning Ordinance:

1. Industrial Corridor District (With a Special Permit from the Planning Board.)
2. Industrial 1 District
3. Industrial Transition District
4. Industrial 2 District
5. Central Islip Planned Development District- Research and Industrial Subdistrict

Depending on the Zoning District, outdoor storage may be prohibited, permitted with a special permit, or permitted as-of-right. The same pertains to the overnight parking of vehicles and trailers.

Sincerely,

Christopher D'Antonio

GENERAL NOTES:

THE FOLLOWING NOTES SHALL APPLY THROUGHOUT EXCEPTIONS ARE SPECIFICALLY NOTED ON EACH DRAWING.

1. THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND CONDITIONS OF THE SITE AND/OR BUILDING.
2. ALL WORK SHALL BE COORDINATED WITH ARCHITECTURAL, ELECTRICAL, AND MECHANICAL DRAWINGS. CONFLICTS IN DIMENSION AND INTERFERENCE SHALL BE DIRECTED TO OUR OFFICE PRIOR TO CONSTRUCTION OF WORK.
3. THE CONTRACTOR SHALL, UNLESS OTHERWISE PROVIDED IN THE CONTRACT DOCUMENTS, SECURE AND PAY FOR THE REQUIRED CONSTRUCTION PERMIT(S), FEES, LICENSES AND INSPECTIONS NECESSARY FOR THE PROPER EXECUTION OF THE WORK.
4. COORDINATION OF ALL WORK UNDER THIS CONTRACT SHALL BE MAINTAINED TO ENSURE THE QUALITY AND TIMELY COMPLETION OF THE WORK/PROJECT.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADEQUATELY BRACING AND PROTECTING ALL WORK DURING CONSTRUCTION AGAINST DAMAGE, BREAKAGE, COLLAPSE, DISTORTIONS, AND OFF ALIGNMENTS ACCORDING TO CODES AND STANDARDS OF GOOD PRACTICE.
6. THE OWNER OR THE OWNER'S AGENT SHALL EMPLOY A SPECIAL INSPECTION AGENCY TO PROVIDE INSPECTIONS DURING CONSTRUCTION ON THE WORK LISTED BELOW IN TABLE-1.

TABLE-1: SPECIAL INSPECTIONS

SPECIAL INSPECTION ITEM	CODE SECTION
SUBGRADE	1704.7
REINFORCED CONCRETE	1704.4
WELDING	1704.3
HIGH STRENGTH BOLTING & STEEL FRAME	1704.3

STRUCTURAL DESIGN CRITERIA:

THE STRUCTURAL DESIGN CRITERIA OF THE PROJECT IS FOR GENERAL INFORMATION ONLY AND DOES NOT MODIFY, ALTER OR OVERRULE THE SPECIFICATIONS OR THE DRAWINGS.

A. LOCATION
THIS PROJECT IS LOCATED IN CENTRAL ISLIP, NEW YORK

B. CODES

THE STRUCTURAL DESIGN, REPRESENTED BY THE CONTENTS OF THE CONTRACT DOCUMENTS. IS IN GENERAL ACCORD WITH THE MINIMUM REQUIREMENTS OF THE FOLLOWING CODES AND STANDARDS. IN SOME INSTANCES, DLA HAS CONCLUDED THAT MORE STRINGENT REQUIREMENTS ARE APPROPRIATE FOR THE STRUCTURAL DESIGN OF THE PROJECT; IN THOSE INSTANCES THE MORE STRINGENT STRUCTURAL REQUIREMENTS HAVE BEEN APPLIED.

1. 2010 BUILDING CODE OF NEW YORK STATE.
2. ASCE 7-05, MINIMUM DESIGN LOADS FOR BUILDING AND OTHER STRUCTURES, BY AMERICAN SOCIETY OF CIVIL ENGINEERS.
3. AISC STEEL CONSTRUCTION MANUAL, 13TH EDITION, BY AMERICAN INSTITUTE OF STEEL CONSTRUCTION.
4. ANSI/AWS D1.1, 2000, STRUCTURAL WELDING CODE - STEEL
5. ACI 318-08, BUILDING CODE REQUIRMENTS FOR STRUCTURAL CONCRETE, BY AMERICAN CONCRETE INSTITUTE.

C. DESIGN CRITERIA & LOADS

OCCUPANCY CATEGORY:			II
SNOW LOADS:	GROUND SNOW LOAD (P_g)	20 PSF	
	FLAT ROOF SNOW LOAD (P_f)	25 PSF	(1)
	EXPOSURE FACTOR (C_e)	1.0	
	SNOW LOAD IMPORTANCE FACTOR (I_s)	1.0	
	THERMAL FACTOR (C_t)	1.0	
WIND LOADS:	BASIC WIND SPEED (V_{3S})	110 MPH	
	WIND IMPORTANCE FACTOR (I_w)	1.0	
	WIND EXPOSURE CATEGORY	C	
	INTERNAL PRESSURE COEFFICIENT (GC_{pi})	+/- 0.18	
SEISMIC LOADS:	SEISMIC IMPORTANCE FACTOR (I_E)	1.0	(2)
	MAPPED SPECTRAL RESPONSE ACCELERATIONS SHORT PERIOD (S_S) 1-SECOND PERIOD (S_1)	0.328 g 0.066 g	
	SEISMIC SITE CLASS	D	
	DESIGN SPECTRAL RESPONSE ACCELERATIONS SHORT PERIOD (S_{DS}) 1-SECOND PERIOD (S_{D1})	0.336 g 0.106 g	
	SEISMIC DESIGN CATEGORY (SDC)	C	
	SEISMIC ANALYSIS PROCEDURE	EQUIV. LATERAL FORCE (ELF)	
	SEISMIC FORCE RESISTING SYSTEM	CONCENTRIC BRACED FRAMES	
	RESPONSE MODIFICATION FACTOR (R)	3.5	(3)
	SYSTEM OVERSTRENGTH FACTOR	3.0	
	DEFLECTION AMPLIFICATION FACTOR (Cd)	3.0	
LIVE & DEAD LOADS:	SERVICE AREA AROUND CHILLERS	40 PSF	
	CHILLERS (EACH)	26.6 KIPS	
	GRATING	20 PSF	

(1) INCLUDES 5 PSF RAIN-ON-SNOW SURCHARGE LOAD WHERE Pg EQUAL 20 PSF OR LESS PER ASCE 7-05 CH.7
(2) PER ASCE 7-05 TABLE 11.5-1
(3) FROM ASCE 7-05 TABLE 12.2-1

REPRODUCTION NOTE:
THE USE OF REPRODUCTIONS OF THESE CONTRACT DRAWINGS BY ANY CONTRACTOR, SUBCONTRACTOR, ERECTOR, FABRICATOR, OR MATERIAL SUPPLIER IN LIEU OF PREPARATION OF SHOP DRAWINGS SIGNIFIES HIS ACCEPTANCE OF ALL INFORMATION SHOWN HEREON AS CORRECT, AND OBLIGATES HIMSELF TO ANY JOB EXPENSE, REAL OR IMPLIED, ARISING DUE TO ANY ERRORS THAT MAY OCCUR HEREON.

FOUNDATION NOTES:

1. ALL MATERIAL, FABRICATION, INSTALLATION, AND INSPECTION REQUIREMENTS RELATING TO FOUNDATION SHALL CONFORM TO CHAPTER 18 OF THE NEW YORK STATE BUILDING CODE OF 2010.
2. FOOTINGS AND/OR MATS SHALL NOT BE PLACED UNTIL THE SOIL HAS BEEN VERIFIED FOR MINIMUM BEARING CAPACITY OF TWO TON PER SQ.FT. ON CLASS 4 MATERIAL BY THE SPECIAL INSPECTOR. FOOTINGS PLACED IN AREAS OF CONTROLLED FILL ARE DESIGNED FOR A MINIMUM BEARING CAPACITY OF 2 TON PER SQ.FT. PROVIDING THE UNDERLYING SOIL IS NOT WEAKER THAN THE CONTROLLED FILL.
3. FOOTING ELEVATIONS INDICATED GENERALLY REPRESENT THE APPROXIMATE SOIL LEVEL OF REQUIRED BEARING VALUE. WHERE THE REQUIRED BEARING IS NOT ENCOUNTERED AT ELEVATIONS NOTED, FOOTINGS SHALL BE LOWERED ACCORDINGLY. THE SPECIAL INSPECTOR SHALL NOTIFY THE ENGINEER OF RECORD BEFORE PROCEEDING WITH THE CHANGES.
4. LEVEL ROCK AND SOIL TO RECEIVE FOOTINGS.
5. ALL FOOTINGS SHALL BE PLACED ON DRY SOIL.
6. ALL EXCAVATIONS SHALL BE ADEQUATELY DEWATERED PRIOR TO POURING OF CONCRETE.
7. CONCRETE PIERS AND WALLS SHALL BE PLACED MONOLITHIC.
8. PROVIDE POCKETS IN WALLS WHERE REQUIRED FOR BEAMS. REFER TO FRAMING PLANS.
9. ALL PIER DEPRESSIONS SHALL BE FILLED WITH CONCRETE TO THE TOP ELEVATION OF ADJACENT WALLS AFTER COLUMNS ARE IN PLACE. KEYS ARE TO BE PROVIDED FOR ALL DEPRESSIONS EXCEEDING 12 INCHES IN DEPTH.
10. PROVIDE AND ACCURATELY SET ANCHOR BOLTS WHEN CONCRETE IS POURED. SEE DETAILS.
11. VERIFY DIMENSIONS AND LOCATIONS OF ALL SLOTS, PIPE SLEEVES, CORING ETC. REQUIRED FOR WORK OF OTHER TRADES. SLEEVE, CORING AND PIPE/CONDUIT PENETRATION LOCATIONS SHALL BE APPROVED BY THE ENGINEER OF RECORD TO ENSURE THE STRUCTURE IS NOT COMPROMISED. PROVIDE WATERTIGHT SLEEVES AT ALL PIPE PENETRATIONS THROUGH FOUNDATION WALLS AND SLABS.

REINFORCED CONCRETE NOTES:

1. CONCRETE STRENGTHS, AIR CONTENTS AND UNIT WEIGHTS ARE LISTED BELOW. ALL CONCRETE MIXES SHALL CONFORM TO THE PROVISIONS FOR CONCRETE QUALITY CONTAINED IN CHAPTERS 4 AND 5 OF ACI 318, EXCEPT THAT THE PROVISIONS OF THE SPECIFICATIONS SHALL PREVAIL WHERE MORE STRINGENT.

F'c (PSI)*	COARSE AGGREGATE	AIR CONTENT %	W/C RATIO	LOCATION
4000	NORMAL	6 ±1.5	0.40	FOOTINGS
4000	NORMAL	6 ±1.5	0.40	SLAB-ON-GRADE REPAIRS

* F'c SHALL BE THE COMPRESSIVE STRENGTH AT 28 DAYS.

2. SUBMIT DESIGN MIXES FOR CONCRETE, INCLUDING LIST OF ADMIXTURES TO BE USED, TO THE TESTING AGENCY, THE SPECIAL INSPECTOR, AND THE ENGINEER OF RECORD. DESIGN MIX FOR LIGHTWEIGHT CONCRETE SHALL INCLUDE BOTH THE DRY AND SATURATED (SSD) WEIGHTS OF THE AGGREGATE.
3. CONCRETE PRODUCER'S COMPUTER BATCH TICKET MUST BE PRESENTED AT SITE BEFORE CONCRETE IS PLACED FOR EVERY LOAD OF CONCRETE DELIVERED.
4. GROUT UNDER BASE PLATES AND BEDDING PLATES SHALL BE NON-SHRINKING TYPE.
5. ALL REINFORCING STEEL SHALL BE DEFORMED BARS CONFORMING TO ASTM 615 (GRADE 60) UNLESS OTHERWISE NOTED.
5. WELDED WIRE FABRIC (WWF) SHALL CONFORM TO ASTM A497 (DEFORMED WIRE) FOR SIZES D4.0 AND LARGER, AND ASTM A185 (PLAIN WIRE) FOR SIZES LESS THAN W4.0.
8. SPLICING OF REINFORCEMENT IS PERMITTED ONLY AT LOCATIONS SHOWN IN STRUCTURAL DRAWINGS OR AS ACCEPTED.
9. UNLESS INDICATED SPECIFICALLY TO THE CONTRARY, ALL REINFORCEMENT SHALL BE SPLICED WITH TENSION LAP SPLICES DEVELOPING THE FULL TENSILE CAPACITY OF THE REINFORCEMENT.
10. SPLICING OF WWF SHALL BE IN ACCORDANCE WITH ACI 318. THE MINIMUM OVERLAP SHALL BE AS FOLLOWS:

WHERE LD IS THE DEVELOPMENT LENGTH COMPUTED IN ACCORDANCE WITH ACI 318, CHAPTER 12.7 (FOR DEFORMED FABRIC) OR CHAPTER 12.8 (FOR PLAIN FABRIC).
FOR DEFORMED FABRIC FOR PLAIN FABRIC

11. AT OPENINGS IN CONCRETE WALLS, PROVIDE ADDED REINFORCEMENT IN ACCORDANCE WITH THE TYPICAL DETAILS UNLESS OTHERWISE NOTED.
12. PROVIDE A MINIMUM OF 1-#4 NOSING BAR IN EACH CONCRETE STEP.
13. WHERE PIPE SLEEVES (UP TO 2" IN DIAMETER) PASS THROUGH CONCRETE BEAMS, PROVIDE ADDITIONAL STIRRUP EACH SIDE OF SLEEVE. SLEEVES FOR PIPES 2" IN DIAMETER OR LARGER MUST BE STEEL, AND THE LOCATION MUST BE APPROVED BY THE STRUCTURAL ENGINEER.
14. REINFORCEMENT SHALL NOT BE WELDED OR HEATED IN ANY WAY.
15. ADEQUATELY PROTECT CONCRETE PLACED DURING RAIN, SLEET, OR SNOW, OR WHEN THE MEAN DAILY TEMPERATURE FALLS BELOW 40°F OR RISES ABOVE 90°F.
16. SLABS ON GRADE:
   a. PROVIDE VAPOR BARRIER FOR ALL INTERIOR SLABS ON GRADE.
   b. VAPOR BARRIER SHALL MEET THE FOLLOWING PROPERTIES:
      - MINIMUM 15-MIL POLYOLEFIN GEOMEMBRANE.
      - WATER VAPOR BARRIER - ASTM E1745, CLASS A.
      - PERMEANCE RATING - ASTM E1745/E96 OR E1249/E96: 0.018 PERMS OR LOWER.
      - PUNCTURE RESISTANCE BY ASTM E1745: CLASS A, MINIMUM 2300 GRAMS
      - TENSILE STRENGTH BY ASTM E1745: CLASS A, MINIMUM 45 LBF/IN.

CODE COMPLIANCE SUMMARY:

WORK SHALL COMPLY WITH ALL RULES & REGULATIONS OF AUTHORITIES HAVING JURISDICTION. INCLUDING, BUT NOT LIMITED TO:

1. 2010 BUILDING CODE OF NEW YORK STATE.
2. ASCE 7-05, MINIMUM DESIGN LOADS FOR BUILDING AND OTHER STRUCTURES, BY AMERICAN SOCIETY OF CIVIL ENGINEERS.
3. AISC STEEL CONSTRUCTION MANUAL, 13TH EDITION, BY AMERICAN INSTITUTE OF STEEL CONSTRUCTION.
4. ANSI/AWS D1.1, 2000, STRUCTURAL WELDING CODE - STEEL
5. ACI 318-08, BUILDING CODE REQUIRMENTS FOR STRUCTURAL CONCRETE, BY AMERICAN CONCRETE INSTITUTE.

REINFORCED CONCRETE (CONTINUED):

17. REINFORCING, INCLUDING WELDED WIRE FABRIC, FOR SLABS ON GRADE AND FOOTINGS SHALL BE SUPPORTED ON SOLID CONCRETE BLOCKS AT 5'-0" ON CENTER MAXIMUM EACH WAY. REINFORCING, INCLUDING WELDED WIRE FABRIC, FOR OTHER SLABS SHALL BE SUPPORTED ON CHAIRS OR BOLSTERS AT ALL SUPPORTS AND AT 5'-0" ON CENTER MAXIMUM BETWEEN SUPPORTS.
18. VERTICAL CONSTRUCTION JOINTS IN CONCRETE WALLS SHALL BE LOCTAED AT MIDPOINT BETWEEN ANY SUPPORTING PIERS OR BUTTRESSES, AND AT LEAST 4'-0" FROM ANY WALL OPENINGS EXCEPT WHERE SPECIFICALLY SHOWN ON THE DRAWINGS. HORIZONTAL CONSTRUCTION JOINTS SHALL NOT BE PERMITTED, EXCEPT WHERE SHOWN ON DETAILS.
19. ALL CONSTRUCTION JOINTS SHALL BE THOROUGHLY CLEANED, AND TREATED WITH THE SPECIFIED BONDING COMPOUND JUST BEFORE PLACING NEW CONCRETE.
20. CONCRETE COVER FOR REINFORCING BARS SHALL BE AS SHOWN IN DETAILS OR TYPICAL CONCRETE COVER LISTED BELOW:

	COVER (IN.)
(A) CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH	3
(B) CONCRETE EXPOSED TO EARTH OR WEATHER:	
NO. 6 THROUGH NO. 18 BARS	2
NO. 5 BAR, W31 OR D31 WIRE, AND SMALLER	$1\frac{1}{2}$
(C) CONCRETE NOT EXPOSED TO WEATHER OR IN CONTACT WITH GROUND:	
SLABS, WALLS, JOISTS:	
NO. 14 AND NO. 18 BARS	$1\frac{1}{2}$
NO. 11 BAR AND SMALLER	$\frac{3}{4}$
BEAMS, COLUMNS:PRIMARY REINFORCEMENT, TIES, STIRRUPS,SPIRALS	$1\frac{1}{2}$

21. CONTRACTOR SHALL COORDINATE PLACEMENT OF, OR BOX OUT FOR, ALL PIPE SLEEVES, OPENINGS, ETC. REQUIRED FOR VARIOUS TRADES.
22. CONTRACTOR SHALL COORDINATE AND NOTIFY OTHER TRADES IN SUFFICIENT TIME TO ALLOW THEM TO SET ANCHORS, INSERTS, BOLTS, HANGERS, ETC. AS REQUIRED FOR THEIR USE.
23. SEE ARCHITECTURAL DRAWINGS FOR DETAILS OF WEEPHOLES, FLASHING REGLETS, FASCIA DETAILS, ETC.
24. FOR CHAMFER OF EXPOSED CORNERS OF BEAMS AND/OR COLUMNS, SEE ARCHITECTURAL DRAWINGS.
25. UNDER NO CIRCUMSTANCES SHALL CONCRETE BE PUMPED THROUGH ALUMINUM PIPES. CONCRETE SHALL NOT BE PLACED IN CONTACT WITH ALUMINUM, ALUMINUM MIXING, TRUCK MIXERS, BUGGIES, CHUTES, CONVEYORS, TREMIE PIPES, AND OTHER EQUIPMENT MADE OF ALUMINUM SHALL NOT BE USED ON THIS PROJECT.
26. WHERE CONCRETE ABUTS MASONRY, PROVIDE VERTICAL METAL SLOTS TO RECEIVE GALVANIZED METAL DOVETAIL ANCHORS. SLOTS SHALL BE PLACED AT 24" O.C.
27. NO CONDUIT OR PIPE LARGER THAN 1-1/2" WILL BE ALLOWED TO BE CAST INTO SLABS WITHOUT SPECIAL WRITTEN APPROVAL OF THE STRUCTURAL ENGINEER.
28. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR FABRICATION, BENDING AND PLACEMENT OF CONCRETE REINFORCEMENT. SHOP DRAWINGS SHALL COMPLY WITH ACI 315 "MANUAL OF STANDARD PRACTICE FOR DETAILING REINFORCED CONCRETE STRUCTURES".
29. ALL CONCRETE REINFORCING IS SUBJECT TO INSPECTION BY THE SPECIAL INSPECTION ENGINEER PRIOR TO CONCRETE PLACEMENT. CONTRACTOR SHALL NOT PLACE CONCRETE UNLESS REINFORCING IS ACCEPTED BY THE SPECIAL INSPECTION ENGINEER.

CONCRETE FIELD QUALITY CONTROL:

FOR EACH 50 CUBIC YARDS, OR PORTIONS THEREOF, OF CONCRETE PLACED IN ANY ONE DAY'S CONCRETING. THE OWNER'S TESTING LABORATORY SHALL PERFORM THE FOLLOWING TESTS:
1. SLUMP PER ASTM C143
2. AIR CONTENT PER ASTM C231 FOR NORMAL WEIGHT CONCRETE & ASTM C173 FOR LIGHT WEIGHT CONCRETE.
3. UNIT WEIGHT PER ASTM C138
4. TEMPERATURE PER ASTM C1064
5. MOLD NINE CYLINDER SPECIMENS PER ASTM C31.
6. STRENGTH TESTS PER ASTM C39. THREE CYLINDERS SHALL BE BROKEN AT 7 DAYS FOR INFORMATION ONLY. THREE CYLINDERS SHALL BE BROKEN FOR ACCEPTANCE AT 28 DAYS. THE REMAINING CYLINDERS SHALL BE BROKEN AT 56 DAYS WHEN THE 28-DAY BREAKS DO NOT MEET THE SPECIFIED STRENGTH

EXCAVATION & BACKFILL

1. DIFFERENTIAL BACKFILL AGAINST FOUNDATION WALLS SHALL NOT EXCEED FOUR (4) FEET UNTIL TOP BRACING SLAB OR FRAMEWORK HAS BEEN IN PLACE FOR A MINIMUM OF THREE DAYS. CANTILEVERED RETAINING WALLS MAY BE BACKFILLED WITHIN 14 DAYS OF CONCRETE PLACEMENT BUT IN NO CASE SHALL DIFFERENTIAL OF BACKFILL, BETWEEN OPPOSITE SIDES OF THE WALL, EXCEED THE FINAL DESIGN DIFFERENTIAL.
2. DO NOT BACKFILL AGAINST FOUNDATION WALLS UNTIL MORTAR HAS ATTAINED MAXIMUM STRENGTH, WHERE BACKFILL IS PLACED AGAINST FOUNDATION WALLS BEFORE FLOOR CONSTRUCTION IS IN PLACE, PROVIDE TEMPORARY BRACING.
3. ALL FILL SHALL BE PLACED IN 8 INCH LOOSE LIFTS (MAXIMUM) COMPACTED WITH VIBRATORY ROLLERS. FILL MATERIAL SHALL BE TESTED BY MODIFIED PROCTOR DENSITY METHOD (ASTM D1557) AND MUST QUALIFY AS SELECT, WITH LESS THAN 10% PASSING THROUGH THE NO. 200 SIEVE. SOIL SHALL BE PLACED WITH MOISTURE CONTENT EQUAL TO ±2% OF ITS OPTIMUM MOISTURE AND ENERGY TO PROVIDE 95% OF MAXIMUM DRY DENSITY MINIMUM BELOW SLABS ON GRADE. IN PLACE DENSITY TESTS SHALL BE TAKEN FOR EACH 1,500 s.f IN EACH LIFT. FOR ACCEPTANCE OF SOIL, ALL DENSITY TESTS MUST EXCEED THE SPECIFIED COMPACTION. ALL FILLS AND FOUNDATIONS SHALL BE INSPECTED BY LICENSED GEOTECHNICAL ENGINEER.

ABBREVIATIONS:

ACI	AMERICAN CONCRETE INSTITUTE
AIA	AMERICAN INSTITUTE OF ARCHITECTS
AISC	AMERICAN INSTITUTE OF STEEL CONSTRUCTION
AISI	AMERICAN IRON AND STEEL INSTITUTE
ALT	ALTERNATIVE
ANSI	AMERICAN NATIONAL STANDARDS INSTITUTE
APPROX	APPROXIMATE
ARCH	ARCHITECT, ARCHITECTURAL
ASCE	AMERICAN SOCIETY OF CIVIL ENGINEERS
ASD	ALLOWABLE STRESS DESIGN
ASTM	AMERICAN SOCIETY FOR TESTING AND MATERIALS
AWS	AMERICAN WELDING SOCIETY
BC	BUILDING CODE
BET	BETWEEN
BLDG	BUILDING
BLK	BLOCK (AS FOR STEEL BEAMS)
BM	BEAM
BOT	BOTTOM
BRG	BEARING
BS	BOTH SIDES
BSMT	BASEMENT
C	CHANNEL / CAMBER
C TO C	CENTER TO CENTER
CANTIL	CANTILEVER
CG	CENTER GRAVITY
CIP	CAST-IN-PLACE (CONCRETE)
CJP	COMPLETE JOINT PENETRATION (WELD)
CL	CENTER LINE
CLR	CLEAR, CLEARANCE
CMU	CONCRETE MASONRY UNIT
COL	COLUMN
CONC	CONCRETE
CONN	CONNECT, CONNECTION
CONSTR JT	CONSTRUCTION JOINT
CONT	CONTINUOUS, CONTINUE
CRSI	CONCRETE REINFORCING STEEL INSTITUTE
CTR	CENTER
CTRL JT	CONTROL JOINT
DEFL	DEFLECT (ION)
DEG	DEGREE
DET	DETAIL
DIA	DIAMETER
DIAG	DIAGONAL
DIAPH	DIAPHRAGM
DIM	DIMENSION
DN	DOWN
DO	DITTO
DWG	DRAWING
EA	EACH
EF	EACH FACE
EL	ELEVATION
ELEC	ELECTRIC, ELECTRICAL
EOS	EDGE OF SLAB
EQ	EQUAL
EQUI	EQUIPMENT
EQUIV	EQUIVALENT
EW	EACH WAY
EXIST	EXISTING
EXP JT	EXPANSION JOINT
EXT	EXTERIOR
FIN FL	FINISH FLOOR
FIN GR	FINISH GRADE
FL	FLOOR, FLOOR LINE
FND	FOUNDATION
FP	FIREPROOFING
FS	FAR SIDE
FT	FOOT
FTG	FOOTING
FY	YIELD STRESS (STEEL)
GA	GAGE, GAUGE
GALV	GALVANIZE(D)
GR	GRADE, GRADING
HORIZ	HORIZONTAL
HP	HIGH POINT
HT	HEIGHT
INCL	INCLUDE(D), INCLUDING
INT	INTERIOR
JT	JOINT
K	KIP
K-FT	KIP-FEET
KLF	KIPS PER LINEAR FOOT
KSF	KIPS PER SQUARE FOOT
KSI	KIPS PER SQUARE INCH
LL	LIVE LOAD
LB	POUND
LLBB	LONG LEGS BACK TO BACK (FOR (ANGLES)
LP	LOW POINT

LSL	LONG-SLOTTED (BOLT HOLE)
LW	LIGHTWEIGHT
M	MOMENT
MACH	MACHINE
MATL	MATERIAL
MAX	MAXIMUM
MC	MISCELLANEOUS CHANNEL
MECH	MECHANIC, MECHANICAL
MEMB	MEMBER
MEZZ	MEZZANINE
MH	MANHOLE
MIN	MINIMUM
MISC	MISCELLAEOUS
MK	MARK
MS	MIDDLE STRIP
N	NORTH
NEG	NEGATIVE
NF	NEAR FACE
NIC	NOT IN CONTRACT
NO	NUMBER
NS	NEAR SIDE
NTS	NOT TO SCALE
NW	NORMAL WEIGHT (CONCRETE)
O TO	OUT TO OUT
OC	ON CENTERS
OD	OUTSIDE DIAMETER
OPG	OPENING
OPP	OPPOSITE
OSL	OUTSTANDING LEG
OVS	OVERSIZE (ROUND BOLT WHOLE)
PC	PIECE
PCF	POUNDS PER CUBIC FOOT
PERM	PERMANENT
PERP	PERPENDICULAR
PL	PLATE, PROPERTY LINE
PLF	POUNDS PER LINEAL FOOT
PLYWD	PLYWOOD
PP	PARTIAL PENETRATION WELD
PRCST	PRECAST (CONCRETE)
PREFAB	PREFABRICATE(D)
PRELIM	PRELIMINARY
PS	PRESTRESS(ED)
PSF	POUNDS PER SQUARE FOOT
PSI	POUNDS PER SQUARE INCH
PT	POST-TESIONED (CONCRETE)
PVC	POLYVINYL CHLORIDE
REBAR	REINFORCING BAR
REF	REFERENCE
RENIF	REINFORCE(D), REINFORCING, REINFORCEMENT
REQD	REQUIRED
REV	REVISE(D), REVISION
SCHED	SCHEDULE(D)
SDL	SUPERIMPOSED DEAD LOAD
SHT	SHEET
SIM	SIMILAR
SK	SKETCH
SLBB	SHORT LEGS BACK TO BACK
SLOT	SLOT,SLOTTED
SOG	SLAB ON GROUND
SPEC	SPECIFICATION(S)
SQ	SQUARE
SQ.FT	SQUARE FOOT
SQ IN	SQUARE INCH
SS	STAINLESS STEEL
SSL	SHORT-SLOTED (BOLT HOLE)
STAG	STAGGER(ED)
STD	STANDARD
STIFF	STIFFENER
STIR	STIRRUP
STL	STEEL
STRUCT	STRUCTURAL
SY	SQUARE YARD
SYM	SYMMETRY, SYMMETRICAL
TEMP	TEMPORARY
THK	THICK, THICKNESS
THRU	THROUGH
TOC	TOP OF CONCRETE
TOS	TOP OF STEEL
TOW	TOP OF WALL
TSF	TONS PER SQUARE FOOT
TYP	TYPICAL
ULT	ULTIMATE
UON	UNLESS OTHERWISE NOTED
VERT	VERTICAL
VIF	VERIFY IN FIELD
WL	WIND LOAD
WWF	WELDED WIRE FABRIC
XS	EXTRA STRONG (PIPE)
XXS	DOUBLE EXTRA STRONG PIPE

STRUCTURAL SHEET INDEX

SHEET #	TITLE
S-1	STRUCTURAL NOTES I & CODE COMPLIANCE
S-2	STRUCTURAL NOTES II & KEY PLAN
S-3	HVAC EQUIPMENT PLATFORM FOUNDATION
S-4	HVAC EQUIPMENT PLATFORM FRAMING
S-5	SECTIONS & DETAILS

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No	Submission	Date
	Preliminary Design	6/01/15
–	Issued for Review	5/13/15

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Project / Owner:
NEPENTHEA

Location:
555 N. RESEARCH PLACE
CENTRAL ISLIP, NEW YORK

Drawing:
STRUCTURAL NOTES I & CODE COMPLIANCE

Initial Dwg Date: 05/26/2015
Drawn By: ET
Job No.: 15-116
Chk By: GR
Scale: As Noted
PG OF
Dwg No: S-1.00
Seal & Sign:

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STRUCTURAL STEEL NOTES:

1. DESIGN STANDARDS:
   STRUCTURAL STEEL FOR THIS PROJECT IS DESIGNED PER:
   - AISC - MANUAL OF STEEL CONSTRUCTION, THIRTEENTH EDITION (2005)

2. MATERIALS:
   WIDE FLANGE (W), TEE (WT) SHAPES .....ASTM A992, Fy=50 ksi
   CHANNEL (C) & ANGLE (L) SHAPES .....ASTM A36, Fy=36 ksi
   STRUCTURAL BARS & PLATES (PL) .....ASTM A36, Fy=36 ksi
   STAINLESS STEEL BARS & PLATES (PL) .....ASTM A304, Fy=30 ksi
   HOLLOW STRUCTURAL SECTIONS (HSS) .....ASTM A500, GRADE B, Fy=46 ksi
   STRUCTURAL PIPE (PIPE) 12" DIA. OR LESS.....ASTM A36, GRADE B, Fy=35 ksi
   HIGH STRENGTH BOLTS .....ASTM A325/F1852
   NUTS .....ASTM A563
   WASHERS .....ASTM F436
   ANCHOR RODS .....ASTM F1554 GR. 36
   MILD THREADED RODS.....ASTM A36
   WELDING ELECTRODES E70XX

3. UNLESS OTHERWISE NOTED, ALL BOLTS SHALL BE HIGH STRENGTH BOLTS, IN SLIP CRITICAL TYPE CONNECTIONS CONFORMING TO ASTM A325 AND SHALL BE PROVIDED WITH HARDENED WASHERS UNDER THE TURNED ELEMENT (NUT OR BOLT HEAD).
4. INSTALLATION AND TIGHTENING OF ALL HIGH STRENGTH BOLTS IN SLIP CRITICAL TYPE CONNECTIONS SHALL CONFORM TO ONE OF THE FOUR METHODS DESCRIBED IN THE AISC "SPECIFICATION FOR STRUCTURAL JOINTS USING ASTM A325 OR A490 BOLTS" SECTION 8D.
5. SHOP CONNECTIONS MAY BE WELDED OR HIGH STRENGTH BOLTED. ALL CONNECTIONS SHALL CONFORM TO THE TYPICAL CONNECTION DETAILS SHOWN ON THE DRAWINGS.
6. ALL FIELD CONNECTIONS SHALL BE BOLTED WITH HIGH STRENGTH BOLTS, SLIP CRITICAL TYPE, UNLESS OTHERWISE SHOWN.
7. ALL WELDING SHALL CONFORM TO THE AMERICAN WELDING SOCIETY STRUCTURAL WELDING CODE - STEEL (AWS D1.1) AND SHALL BE DONE BY A.W.S. QUALIFIED WELDERS USING E70XX ELECTRODES.
8. ALL CONTACT SURFACES WITHIN HIGH STRENGTH BOLTED CONNECTIONS AND WELDING AREAS SHALL BE FREE OF OIL,PAINT AND LACQUER.
9. ALL COLUMNS SHALL BE MILLED TO BEAR AT BASE PLATES AND CAP PLATES.
10. THE CONTRACTOR SHALL COORDINATE THE SIZE AND LOCATION OF ALL FLOOR AND ROOF OPENINGS SHOWN ON THE STRUCTURAL, ARCHITECTURAL AND/OR MECHANICAL, PLUMBING AND ELECTRICAL DRAWINGS. ANY STEEL WHICH IS NOT SHOWN ON THE CONTRACT DRAWINGS AS FURNISHED BY THE STRUCTURAL STEEL CONTRACTOR AND WHICH IS REQUIRED BY THE MECHANICAL, PLUMBING, OR ELECTRICAL TRADES FOR OPENINGS AND /OR TO SUPPORT THEIR WORK SHALL BE SUPPLIED AND INSTALLED BY THE CONTRACTOR REQUIRING SUCH STEEL, UNLESS OTHERWISE NOTED.
11. CUTS, HOLES, COPING, ETC., REQUIRED IN STRUCTURAL STEEL MEMBERS FOR THE WORK OF OTHER TRADES SHALL BE SHOWN ON THE STRUCTURAL STEEL SHOP DRAWINGS, AND BE MADE IN THE SHOP. HOLES SHALL BE REINFORCED AND APPROVED BY THE ENGINEER.
12. BURNING OF HOLES, CUTS, ETC., IN STRUCTURAL STEEL MEMBERS IN THE FIELD WILL NOT BE PERMITTED, EXCEPT WITH THE SPECIFIC WRITTEN APPROVAL OF THE ENGINEER.
13. AT COLUMNS, IF EDGES OF STEEL DECK WOULD NOT OTHERWISE BE SUPPORTED, PROVIDE 1/4" MINIMUM PLATE OR ANGLE FOR DECK SUPPORT (MAY BE FIELD WELDED).
14. FOR MISCELLANEOUS STEEL, SEE ARCHITECTURAL DRAWINGS.
15. COATINGS FOR STRUCTURAL STEEL SHALL BE AS FOLLOWS
    A. UNCOATED-STRUCTURAL STEEL TO RECEIVE SPRAYED ON FIREPROOFING OR TO BE PERMANENTLY EMBEDDED IN CONCRETE.
    B. PRIMER PAINT - ALL STRUCTURAL STEEL UNLESS INDICATED OTHERWISE HEREIN OR ON OTHER CONSTRUCTION DOCUMENTS.
       STEP 1: STEEL SURFACES SHALL BE CLEANED IN ACCORDANCE WITH THE STEEL STRUCTURES PAINTING COUNCIL STANDARD FOR SURFACE PREPARATION, SSPC-SP3.
       STEP 2: STEEL SHALL RECEIVE SHOP COAT PRIMER PAINT: KOPPERS 662-LCF PRIMER AS MANUFACTURED BY KOPPERS COMPANY, INC., PITTSBURGH, PENNSYLVANIA, OR ENVIRO-GUARD AS MANUFACTURED BY SOUTHERN COATINGS, INC., SUMTER, SOUTH CAROLINA, OR CON-LUX FERROX PRIMER AS MANUFACTURED BY CON-LUX COATINGS, INC., EDISON, NEW JERSEY. CON-LUX FERROX PRIMER AS MANUFACTURED BY CON-LUX COATINGS.
    C. 3 STEP PAINT - STRUCTURAL STEEL EXPOSED TO WEATHER, EXCESSIVE MOISTURE OR CORROSIVE ENVIRONMENT AND AS INDICATED ON CONSTRUCTION DOCUMENTS.
       STEP1:STEEL SURFACES SHALL BE COMMERCIAL BLAST CLEANED IN ACCORDANCE WITH THE STEEL STRUCTURES PAINTING COUNCIL STANDARD FOR SURFACE PREPARATION, SSPC-SP6.
       STEP 2: STEEL SHALL RECEIVE SHOP APPLIED ZINC RICH PRIMER, (2.5-3.5 MILL DRY FILM THICKNESS).
       - KOPCOAT - CARBO ZINC 11 HS.
       - TNEMEC - 90-97
       STEP 3: STEEL SHALL RECEIVE FIELD APPLIED TOP COAT (3.0-5.0 MILL DRY FILM THICKNESS).
       - KOPCOAT - CARBOLINE 133 HB.
       - TNEMEC ENDURA SHIELD SERIES 73.
    D. HOT DIP GALVANIZATION - STRUCTURAL STEEL EXPOSED TO WEATHER, EXCESSIVE MOISTURE OR CORROSIVE ENVIRONMENT AND AS INDICATED ON CONSTRUCTION DOCUMENTS. STRUCTURAL STEEL TO RECEIVE HOT DIP GALVANIZATION SHALL MEET REQUIREMENTS OF ASTM A123, AND A153 AS APPLICABLE.
16. INITIAL SHOP DRAWINGS SUBMITTAL SHALL BE FOR PROPOSED CONNECTION DETAILS. THESE CONNECTION DETAILS SHALL INDICATE ALL CONNECTION MATERIALS AND ALLOWABLE CAPACITIES. CAPACITIES SHALL TAKE INTO ACCOUNT MATERIAL THICKNESS, STRENGTH, BOLT AND WELD CAPACITIES AND ANY REDUCTIONS DUE TO COPES, ETC. THESE DRAWINGS SHALL BE SUBMITTED WITH SIGNED AND SEALED CALCULATIONS UNLESS THEY ARE STANDARD AISC CONNECTIONS (CONNECTIONS TABULATED IN THE AISC MANUAL).

STEEL CONNECTION NOTES:

1. ALL CONNECTIONS SHALL BE DESIGNED IN ACCORDANCE WITH THE LATEST AISC ASD SPECIFICATIONS.
2. REACTIONS, IF SHOWN ON PLAN, ARE DUE TO UNFACTORED SERVICE LOADS.
3. ALL CONNECTIONS SHALL BE DESIGNED FOR THE LARGER OF MAXIMUM UNIFORM LOAD CARRYING CAPACITY (FOR COMPOSITE CONSTRUCTION, 1.6 x MAXIMUM UNIFORM LOAD CARRYING CAPACITY) OR THE REACTION IF SHOWN ON PLAN IN ANY CASE, CONNECTIONS SHALL NOT BE LESS THAN STANDARD AISC CONNECTION FOR THE PARTICULAR BEAM DEPTH (NON-COMPOSITE).
4. DETAILER SHALL SUBMIT FOR APPROVAL, STANDARD CONNECTION DETAILS CONFORMING TO THESE DETAILS WITH HIS ERECTION DRAWING SUBMISSION. SEE ALSO STRUCTURAL STEEL NOTES.
5. MILL COLUMNS TO BEAR OR PROVIDE FULL PENETRATION WELD AT BASE PLATES AND CAP PLATES AT COLUMNS CARRYING BEAMS.
6. AT CONNECTION OF HUNG BEAM TO CANTILEVERED BEAMS PROVIDE STANDARD DOUBLE ANGLE CONNECTION. AS PER NOTE 3 FOR LOAD CAPACITY OF HUNG BEAM.
7. WHERE BEAMS FRAME TO FITTED STIFFENERS AT COLUMNS PROVIDE SHEAR PLATE CONNECTION WITH STRENGTH CAPACITY AS PER NOTE 3.
8. ALL BOLTS TO BE H.S. BOLTS UNLESS NOTED OTHERWISE IN SLIP CRITICAL TYPE CONNECTIONS. ALL BOLTS 1" DIAMETER OR GREATER SHALL BE A490.ALL WELDING ELECTRODES TO BE E70XX.
9. USE DOUBLE BENT PLATE CONNECTIONS AT SKEWED FRAMING CONDITIONS.
10. WHERE KNIFE PLATES ARE USED AT BEAM TO COLUMN CONNECTIONS, DESIGN TO ELIMINATE MOMENT DUE TO ECCENTRICITY BY CONSIDERING THE BOLT LINE AS THE FIXED LINE (I.E. NO MOMENT DUE TO ECCENTRICITY SHALL BE TRANSFERRED TO THE COLUMN).

GUARDRAILS:

1. GUARDS, GUARDRAILS AND SUPPORTS SHALL WITHSTAND A 200 LB. LOAD APPLIED AT ANY POINT, DOWNWARD OR HORIZONTALLY OR THE SIMULTANEOUS APPLICATION OF A LATERAL FORCE OF 50 PLF AND A VERTICAL FORCE OF 50 PLF, BOTH APPLIED AT THE TOP OF THE RAILING WITH THE MORE STRINGENT REQUIREMENT GOVERNING.
2. HANDRAIL ASSEMBLIES SHALL BE DESIGNED TO RESIST A LOAD OF 50 POUNDS PER LINEAR FOOT APPLIED IN ANY DIRECTION AT THE TOP AND TO TRANSFER THIS LOAD THROUGH THE SUPPORTS TO THE STRUCTURE.
3. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR THE CORRECTNESS OF DIMENSIONS AND FIT.

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

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	Preliminary Design	6/01/15
–	Issued for Review	5/13/15

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Project / Owner:
NEPENTHEA

Location:
555 N. RESEARCH PLACE
CENTRAL ISLIP, NEW YORK

Drawing:
STRUCTURAL NOTES II & KEY PLAN

Initial Dwg Date: 05/26/2015	Drawn By: ET
Job No.: 15-116	Chk By: GR
Scale: As Noted	PG OF

Dwg No: **S-2.00**

Seal & Sign:
STATE OF NEW YORK GARY M. RODOLITZ 076703 LICENSED PROFESSIONAL ENGINEER

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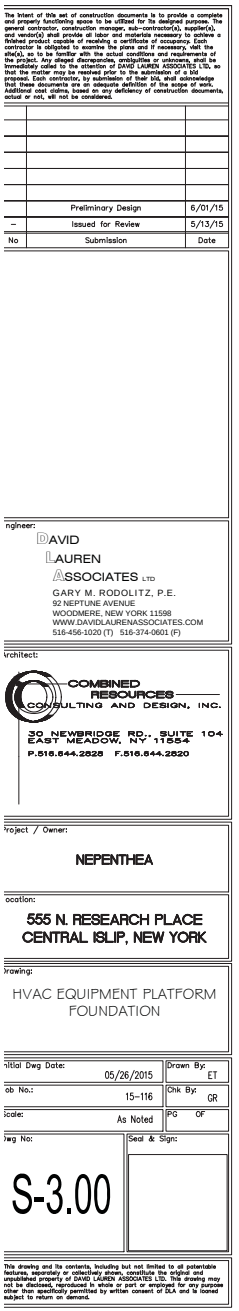

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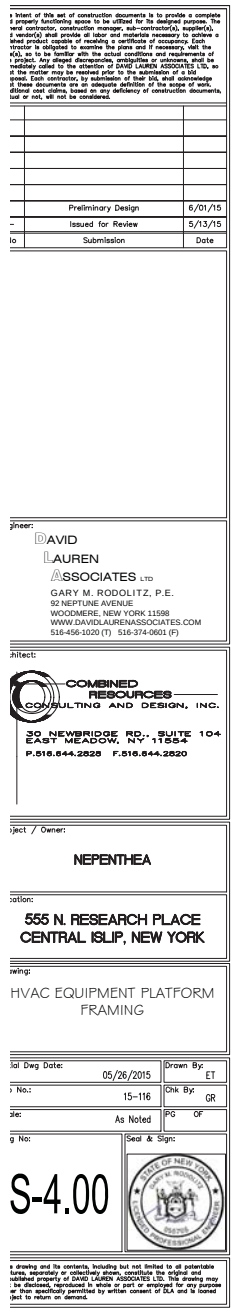

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Drawing:

SECTIONS & DETAILS

Initial Dwg Date: 05/26/2015	Drawn By: ET
Job No.: 15-116	Chk By: GR
Scale: As Noted	PG OF

Dwg No: S-5.00

Seal & Sign:

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Equipment necessary to meet state requirements

Instrument	Cost	Testing/Analyte
ACQUITY UPC2*	$124,000	Cannabinoids/Pesticides
ACQUITY H-Class*	$100,000	Pesticides
TQS-Micro*	$350,000	
Gas Chromatograph (GC)*	$35,000	Terpenes/VOCs
Head Space Analyzer	$12,000	
PicoFox TXRF*	$110,000	Heavy Metals
Omni BeadRuptor	$9,000	
qPCR	$65,000	Specific bacterial/fungus strains
Fluorometer	$7,000	Mycotoxins
SFE - CO2 Based Extractor (2 x 50L HP)*	$1,160,000	CO2 Based Extractions – Capacity: 125lbs/day
Instrument Subtotal	$1,972,000	

* All instrument quotes include installation. Costs do not include service contracts

Additional Lab Supplies

Lab Equipment	Cost
Refrigerator	$1,500
Refrigerator	$1,500
Freezer	$2,500
Autoclave	$2,500
Vortexer	$500
Sonic Bath	$500
Centrifuge	$3,500
Micro Centrifuge	$1,200
Dissection Microscope	$1,200
OMAX USB Camera	$250
Homogenizer	$2,000
Commercial Mixer	$2,000
Roto-Vap System	$10,000
Analytical Balance	$5,000
Pipette Sets	$5,000
CO2 Incubator	$300
Small Incubators	$800
pH Meter	$500
Drying Oven	$299
Stirring Hotplate	$250
Vacuum Oven	$2,059
Vacuum Pump	$450
45 gal Flammable Cabinet	$1,200
Mass Spec Bench	$6,000
Shop Vacuum	$75
Water purification System	$2,500
Lab Benches/Casework	$35,000
Fume Hoods	$5,000
Syringe Filling Machine	$100,000
Capsule Filling Machine	$50,000
Equipment Subtotal	$193,583

Lab Supplies	Cost
Micro Centrifuge tubes (1.5mL)	$500
Centrifuge tubes (25mL)	$500
Pipette Tips (1mL)	$320
Pipette Tips (200uL)	$140
Pipette tips (10mL)	$450
Transfer Pipettes	$300
Syringes	$200
Syringe filters	$500
Gloves	$200
Vials	
Headspace vials	$600
20 mL Vials	$500
4 mL Vials	$500
Auto Sampler Vials	$500
Glassware	
Nalgene	$200
Beakers	$400
1L Mobile Phase Bottles	$225
500mL Mobile Phase Bottles	$350
250mL Mobile Phase Bottles	$400
Gas Supply	
Nitrogen	$200
Hydrogen	$195
Argon	$100
CO2 - Liquid	$150
CO2 - Gas	$150
Zero Air	$125
Gas Regulators	$1,800
Supplies Subtotal	$9,505

Total for all Laboratory Instrumentation, Equipment and Initial Supplies: **$2,175,088**

CATEGORY	DATE	DESCRIPTION OF SUPPLY
Administrative		Tablet
Administrative		Laptop
Administrative		Bar Code Scanner
Administrative		File Cabinet
Administrative		Clip Boards
Administrative		File Folders
Administrative		Printer
Administrative		Dry Erase Quarterly Calendar (LARGE)
Administrative		Dry Erase White Board (LARGE)
Administrative		Tac Board (LARGE)
Administrative		Refrigerator
Administrative		Pens
Administrative		Note Pads
Administrative		Permanent Marker
Cleaning		Zerotol
Cleaning		Beach
Cleaning		Alcohol
Cleaning		Mop
Cleaning		Brooms
Cleaning		Dust Pans
Cleaning		Plant Waste and Green Waste Bins
Cleaning		Caster for Waste Bin
Cleaning		Utility Racks
Cleaning		Hard Bristle Broom Handle Scrubbers
Cleaning		Window Cleaning Squeegee
Cleaning		Shock-N-Swim
Meter		Light Meter
Meter		Hanna Soil EC Probe
Meter		Blu Lab pH/EC Hand Held
Meter		Laser Thermometer Gun
Clone		CloneX Rooting Gel
Clone		CloneX Solution
Clone		EndoMyco
Clone		pH Up
Clone		pH Down
Clone		Clone Trays
Clone		Clone Tray Inserts
Clone		Clone Tray Domes
Clone		RootSheild
Clone		Rooting Plugs

Clone		Rooting Heat Mat 2'x4'
Clone		Root Temperature Sensing Probe
Clone		Razor Blades
Clone		Shot Glasses
General Grow		Assorted Graduated Cylinders
General Grow		Pumps - 158 GPH
General Grow		5 Gallon Buckets
General Grow		Towels
General Grow		Fsikers
General Grow		Pole Pruners
General Grow		Hand Shears/Pruners
General Grow		Trellis Netting
General Grow		Tool Set
General Grow		Tool Chart
General Grow		Hose Rack
General Grow		Hoses
General Grow		Zip Ties
General Grow		Extension Cord Heavy Gauge
General Grow		Shop Vac - Wet and Dry
General Grow		Hand Fertilizer Pumps
General Grow		Ladder 4'
General Grow		Ladder 6'
General Grow		Ladder 12'
General Grow		Watering Wands
General Grow		Tool chart
General Grow		Stereo System throughout Facility
General Grow		Plastic Growing Pots (1 gallon)
General Grow		Fabric Growing Pots (5 gallon)
General Grow		pH 4 Calibration Solution
General Grow		pH 7 Calibration Solution
General Grow		EC 1423 Calibration Solution
General Grow		pH Storage Solution
General Grow		Tables
General Grow		Lights
General Grow		Table Stand
Pesticides		Graco - Sprayer - Magnum ProX9
Pesticides		Back Pack Sprayers
Pesticides		Coir Media
Pesticides		Stylet Oil

2035
4070

Pesticides		M-Pede
Pesticides		Actinovate
Pesticides		Botanigard
Pesticides		Met-52
Pesticides		Sticky Cards
Processing		Processing Buckets
Processing		Security Tags
Processing		Bucket Scale (OHAUS)
Processing		Hanging Scale
Processing		Colander
Processing		Cafeteria Trays
Processing		Large Zip Locks Bag
Processing		Trim Sleeves
Processing		Clothing Hangers
Safety		Pesticide Cabinet
Safety		MSDS File
Safety		Respirator - full face
Safety		Respirator - half face
Safety		Pesticide Suit
Safety		Protective Eye Wear
Safety		Nirtile Gloves
Wetting Agent		Bio-Glue
Wetting Agent		Capsil

Qty	Description	Unit Price	Ext. Price
	Surveillance system with DVR		
52	AXIS P5534 Network Camera - Color, Monochrome - 1280 x 720 - 18x Optical - EXview HAD CCD - Cable - Fast Ethernet	1899	98748
185	AXIS P5534-E Network Camera - Color, Monochrome - 18x Optical - CCD - Cable	2399	443815
12	AXIS Camera Station Base Pack - Upgrade License - 20 Additional Network Video Channel - Standard - PC - Electronic	1899	22788

Cultivation Site	Cost	Ext Cost
Admininstration		
computer	1,200	4,800
RFID	16,000	64,000
cables	80	320
printer	325	1,300
Subtotal	17,605	70,420
Grow Room		
Laptop	700	2,800
RFID	17,000	68,000
cables	80	320
printer	325	1,300
Subtotal	18,105	72,420
Harvest Room		
computer	1,200	4,800
RFID	17,000	68,000
cables	80	320
printer	320	1,280
scale	775	3,100
scale	875	3,500
labels	70	280
Subtotal Harvest Room	20,320	81,280
TOTAL Cultivation	**56,030**	**224,120**

Dispensary	Cost	Ext Cost
POS		
computer	1,700	6,800
scanner	285	1,140
cables	80	320
printer	320	1,280
scale	775	3,100
receipt, misc	150	600
register/credit card	4,000	16,000
Subtotal POS	7,310	29,240
		-
INTAKE		
computer	1,200	4,800
scanner	285	1,140
cables	80	320
printer	320	1,280
subtotal Intake	1,885	7,540
TOTAL Dispensary	9,195	36,780
TOTAL	**65,225**	**260,900**

	Price	Ext Price
Vehicle - Chevy Suburban 4WD(2)	55,000.00	110,000.00
Safe in vehicle(2)	1,400.00	2,800.00
Smart Phones (20)	200.00	4,000.00
Total	56,600.00	116,800.00

PROJECT TASKS	LABOR COST ($)	MATERIAL COST ($)
This Budget is per Dispensary. It includes all labor and materials. See layout for detail.		
Phone System with Door control and Paging	$3,000.00	$12,000.00
Alaram System	$5,000.00	$20,000.00
Surveillance System	$10,000.00	$80,000.00
Networking Equipment (Rack, Switches, Firewall, UPS)	$5,000.00	$17,000.00
Connectivity (Internet Service Provider and phone lines)	$2,000.00	$0.00
Wireless	$500.00	$2,500.00
Subtotal	**$25,500.00**	**$131,500.00**
TOTAL (4 sites)	**$102,000.00**	**$526,000.00**

CATEGORY	DATE	DESCRIPTION OF SUPPLY
Administrative		Tablet
Administrative		Laptop
Administrative		Bar Code Scanner
Administrative		File Cabinet
Administrative		Clip Boards
Administrative		File Folders
Administrative		Printer
Administrative		Dry Erase Quarterly Calendar (LARGE)
Administrative		Dry Erase White Board (LARGE)
Administrative		Tac Board (LARGE)
Administrative		Refrigerator
Administrative		Pens
Administrative		Note Pads
Administrative		Permanent Marker
Cleaning		Zerotol
Cleaning		Beach
Cleaning		Alcohol
Cleaning		Mop
Cleaning		Brooms
Cleaning		Dust Pans
Cleaning		Plant Waste and Green Waste Bins
Cleaning		Caster for Waste Bin
Cleaning		Utility Racks
Cleaning		Hard Bristle Broom Handle Scrubbers
Cleaning		Window Cleaning Squeegee
Cleaning		Shock-N-Swim
Meter		Light Meter
Meter		Hanna Soil EC Probe
Meter		Blu Lab pH/EC Hand Held
Meter		Laser Thermometer Gun
Clone		CloneX Rooting Gel
Clone		CloneX Solution
Clone		EndoMyco
Clone		pH Up
Clone		pH Down
Clone		Clone Trays
Clone		Clone Tray Inserts
Clone		Clone Tray Domes
Clone		RootSheild
Clone		Rooting Plugs
Clone		Rooting Heat Mat 2'x4'

Clone		Root Temperature Sensing Probe
Clone		Razor Blades
Clone		Shot Glasses
General Grow		Assorted Graduated Cylinders
General Grow		Pumps - 158 GPH
General Grow		5 Gallon Buckets
General Grow		Towels
General Grow		Fsikers
General Grow		Pole Pruners
General Grow		Hand Shears/Pruners
General Grow		Trellis Netting
General Grow		Tool Set
General Grow		Tool Chart
General Grow		Hose Rack
General Grow		Hoses
General Grow		Zip Ties
General Grow		Extension Cord Heavy Gauge
General Grow		Shop Vac - Wet and Dry
General Grow		Hand Fertilizer Pumps
General Grow		Ladder 4'
General Grow		Ladder 6'
General Grow		Ladder 12'
General Grow		Watering Wands
General Grow		Tool chart
General Grow		Stereo System throughout Facility
General Grow		Plastic Growing Pots (1 gallon)
General Grow		Fabric Growing Pots (5 gallon)
General Grow		pH 4 Calibration Solution
General Grow		pH 7 Calibration Solution
General Grow		EC 1423 Calibration Solution
General Grow		pH Storage Solution
General Grow		Tables
General Grow		Lights
General Grow		Table Stand
Pesticides		Graco - Sprayer - Magnum ProX9
Pesticides		Back Pack Sprayers
Pesticides		Coir Media
Pesticides		Stylet Oil
Pesticides		M-Pede
Pesticides		Actinovate

2035
4070

Pesticides		Botanigard
Pesticides		Met-52
Pesticides		Sticky Cards
Processing		Processing Buckets
Processing		Security Tags
Processing		Bucket Scale (OHAUS)
Processing		Hanging Scale
Processing		Colander
Processing		Cafeteria Trays
Processing		Large Zip Locks Bag
Processing		Trim Sleeves
Processing		Clothing Hangers
Safety		Pesticide Cabinet
Safety		MSDS File
Safety		Respirator - full face
Safety		Respirator - half face
Safety		Pesticide Suit
Safety		Protective Eye Wear
Safety		Nirtile Gloves
Wetting Agent		Bio-Glue
Wetting Agent		Capsil

PHILADELPHIA
INSURANCE COMPANIES
A Member of the Tokio Marine Group

BOND# PB 017269 00024

FINANCIAL GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, **NEPENTHEA, LLC** as Principal, and, **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, a corporation organized under the laws of the State of PENNSYLVANIA, and duly authorized to transact business in the State of New York, as Surety, are held and firmly bound unto the New York State Department of Health, in the penal sum of Two Million, Dollars ($2,000,000), lawful money of the United States, to the payment of which well and truly to be made we hereby bind ourselves and our heirs, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS the above bounden Principal has applied to be a Registered Organization in accordance with NY Public Health Law § 3364 and 10 NYCRR 1004.5.

WHEREAS, as part of the application process to be a Registered Organization, the Principal hereby furnishes the referenced bond in accordance with NY Public Health Law § 3365(1)(a)(ii)(B) and 10 NYCRR 1004.5(b)(9).

NOW THEREFORE, if the Principal complies with NY Public Health Law § 3365(1)(a)(ii)(B) and 10 NYCRR 1004.5(b)(9) , then this bond shall be null and void, otherwise to be in full force and effect.

PROVIDED HOWEVER, that this bond is executed by the Surety and accepted by the Obligee subject to the following expressed conditions:

1. Should the Principal withdraw from the application process and/or not be selected for registration as a Registered Organization, this bond shall be released.
2. Should the Principal fail to show possession or right to use of land, buildings and equipment to carry on the activities for which the registration is sought in accordance with NY Public Health Law § 3365(1)(a)(ii)(B) and 10 NYCRR 1004.5(b)(9), then the Principal's application to be a Registered Organization shall not be granted and this bond shall be released.
3. Neither non-renewal by the Surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute a loss to the Obligee which is recoverable under this bond.
4. Surety's liability under this bond in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.
5. No claim, action, suit or proceeding, except as herein set forth, shall be had or maintained against the Surety on this bond unless same be brought or instituted and process served upon the Surety within six months following the expiration of the original term of this bond, or extended term as provided herein.
6. Furthermore, the Surety may cancel this bond and be relieved of further liability for any reason by delivering 30 day written notices to the named Principal and Obligee.

Signed, sealed and dated this 3rd day of June, 2015.

NEPENTHEA, LLC

BY _____
Dean P. Pappas, M.D., Managing Member

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004

By Lisa M. Bobrick
Lisa M. Bobrick, Attorney-In-Fact

(Seal)

THIS BOND MUST BE DRAFTED, SIGNED AND SEAL BY PHILDELPHIA SURETY EMPLOYEES ONLY

PHILADELPHIA INDEMNITY INSURANCE COMPANY
231 St. Asaph's Rd., Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: that **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint: LISA M. BOBRICK AND LESLIE SEALEY OF KAERCHER CAMPBELL & ASSOCIATES Its true and lawful Attorney(s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed [**$5,000.000.00** :]

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1st day of July, 2011.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and biding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 7TH DAY OF FEBRUARY 2013.

(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 7th day of February 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
DANIELLE PORATH, Notary Public
Lower Merion Twp., Montgomery County
My Commission Expires March 22, 2016

Notary Public: _____

residing at: Bala Cynwyd, PA

(Notary Seal)

My commission expires: March 22, 2016

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do herby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this [31st day of June, 20 15].

Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

STATE OF Nevada]

COUNTY OF Clark

On 6-3-2015, before me, Nicole Meeks,
(here insert name and title of the officer)

personally appeared Lisa M. Bobrick,

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____ *(SEAL)*

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
NICOLE MEEKS
Appt. No. 12-8229-1
My Appt. Expires Feb. 13, 2016

This area for Official Notarial Seal

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER
_____
TITLE(S)
☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OF TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

ALL-PURPOSE ACKNOWLEDGEMENT

ATTACHMENT D

OPERATING PLAN

Material on this page is requested to be exempt from disclosure under FOIL because it contains critical trade secrets, confidential security information, and proprietary information.

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Section 1 – Manufacturing
§1004.5(b)(4)

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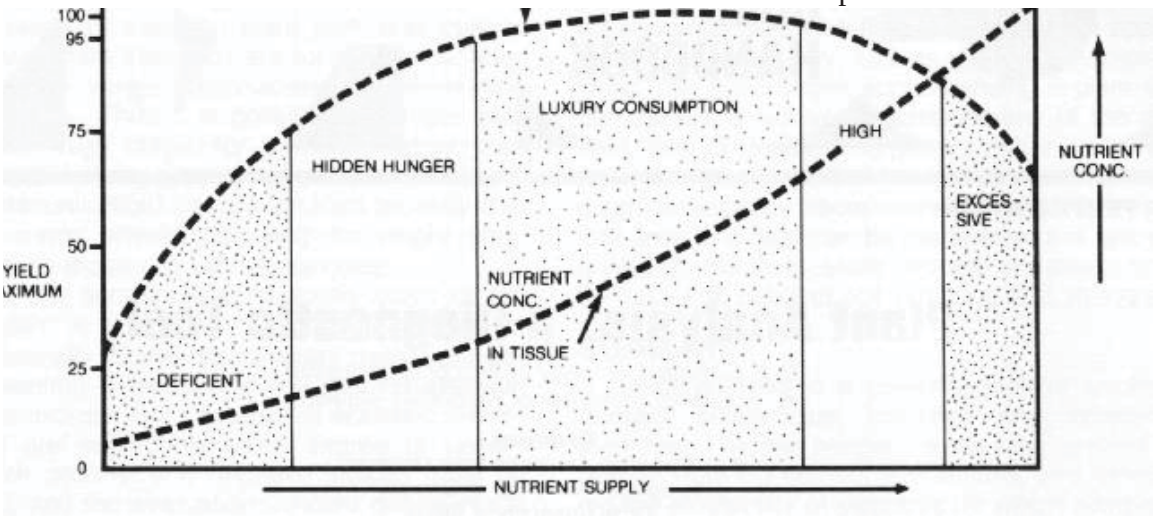
Prepare a sample table with RapiTest Soil pH Tester. Make sure the probe is perpendicular to soil surface and deeply placed in soil. Also, try to avoid air pockets and pot edges or bottom. Note that the pot must have adequate moisture. Record the values for pH, EC, and fertilization events of several plants in different areas of the table (6-10 plants) in an appropriately labeled log sheet. An example format is attached as Tables 1 and 2. Below are general EC categories relating to the total nutrient requirement of the cannabis plant (Hanna EC Soil Probe):

- < 0.25 Deficient
- 0.25-0.4 Hidden Hunger
- 0.41-0.59 Optimal
- 0.6-0.7 Luxury
- 0.7-0.9 High
- > 1.0 Excessive

Chart 1. guides the cultivator in correlating soil EC value with the optimal nutrient supply to be given and maintained with cannabis plants. As is apparent, the optimal region of growth is in the Luxury Consumption region. This region will give the highest productivity in terms of cannabinoid yield and overall plant health. Toxicity past this region is observed with an increase in nutrient supply. Cultivators should consult this chart after daily recording the EC values for the plants in their batch.

Chart 1: Fertilization Consumption



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EXAMPLES OF CHART 1.

SEVERE CONDITION- When EC value is in the "Excessive" range, flush with reverse osmosis (RO) water making sure to use 25-50% leeching.

WARNING CONDITION- When EC value is in the "High" range, - dilute the capillary mats by decreasing the fertilizer mix strength by 10-15% (decrease the top water of the soil by 15-25%). This is accomplished by adding more water to the mat or soil and/or by making a new fertilizer mix. Accordingly, in the same manner, "Luxury": -5-10%, "Hidden Hunger": + 5-10%, "Deficiency": +10-15%

NOTE 1: The appropriate feed strength for the pot is strongly dependent on plant water use. In the presence of certain environmental conditions, ideal fertilizer strengths may change.

NOTE 2 (flushing): 1) Any time fertility values above 0.9 mS on the Hanna EC probe, top flush the soil with RO water and with 25-50% leeching. 2) At the 4 week mark in flowering growth, be sure to flush plants on capillary mats and hand water with RO water (50% leaching). Thus, seven (7) days before the end of the flowering stage, make sure that EC readings in all of the pots are 0.1 or below.

EXAMPLE NUTRIENT TROUBLESHOOTING

It is key to the health of any given plant, and the health of the whole batch of plants on the same capillary mat, to detect nutritional problems early. The following is a list of cannabis plant problems which are correlated to the particular nutrient that causes them.

Nitrogen Deficiency: Older leaves first become uniformly chlorotic, progressing to necrotic. Eventual leaf dropping progresses to new leaves as deficiency duration increases.

Ammonium Toxicity: Leaves begin to curl downward, stems purple, and marbling appearance on older and newer foliage. Chlorotic spots turn to necrotic spots and interveinal chlorosis develops on older leaves. This is caused by high relative humidity, high or low temperature, too high or low of lighting intensity and desiccation

Phosphorus Deficiency: Plant becomes stunted while becoming a deeper green than desired. Older leaves are the first to develop purple coloration, this is then accompanied by chlorosis and necrotic spots. Purple coloration of the stems is symptomatic.

Potassium Deficiency: Leaf margins begin to have chlorotic spotting quickly accompanied by necrotic margins. Symptoms may resemble leaf septoria.

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Sulfur Deficiency: Foliage of the entire plant simultaneously becomes evenly chlorotic. Mistaken for nitrogen deficiencies but is distinguished by the entire plant being chlorotic, not the lower portions of the plant with nitrogen.

Calcium Deficiency: Symptomatic modeling of the leaf edges (crinkling appearance) that progresses into necrotic regions. Young leaves may develop distorted or dwarfed. Calcium is a mobile nutrient, deficiencies are seen first in older leaves as irregular yellowing progressing to necrotic spots.

Magnesium Deficiency: Veins of older leaves become white. Older leaves begin interveinal chlorosis with a coloration of a yellow bronze. New leaves under light stress will develop interveinal chlorosis of a yellow bronze. Bronze-yellow chlorotic coloration forms a 'V-shape' pattern starting outward moving inward. Necrosis follows.

Iron Deficiency: Interveinal chlorosis of the young leaves, leaves become chlorotic while the veins remain green in coloration. Leaf will become chlorotic nearly to the point of becoming white with green veins remaining. Immobile nutrient.

Iron Toxicity: Rare, bronzing or flecking of newly unfolded leaves. Sometimes older leaves develop pinpoint necrotic spots.

Boron Deficiency: Flowers fail to fully form in some aspect, death or terminal meristem resulted in the appearance of branching or in serious causes a witches' broom, shortened internodes and crinkling of new leaves.

Boron Toxicity: Margins on mature leaves become necrotic and often have red coloration.

Zinc Deficiency: Internodes become more compact than normal, new leaves are small and often distorted and the new leaves are chlorotic along the serrated leaf margins. This gives a halo appearance on the leaf edge.

Manganese Deficiency: A rare deficiency that begins with interveinal chlorosis on the newer leaves and is accompanied by tan spots sometimes developing in the chlorotic regions.

Manganese Toxicity: Causes availability of iron to become low to the point of iron deficiency. Leaves experience interveinal chlorosis resembling iron deficiencies. May give the appearance of leaf burning.

Molybdenum Deficiency: Chlorosis resembles nitrogen deficiency, extremely rare and not exhibited in almost all greenhouse crops in presence.

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Copper Deficiency: Necrosis resembles desiccation, leaves develop unique chlorotic pattern, and young leaves roll upward; pigment may have blue to gray tinted, coloration.

Pesticide Damage : Pesticide damage can manifest itself in many forms. Symptoms include chlorosis of plant, modeling of leaves, curling of leaf fringes, discolored blotching, leaf tip curling, leaf burning, necrotic spotting, and death of leaf margins. Avoid herbicide damage by reading labels, never mixing two strong solutions together in preparing mix, avoiding the use of too many nutrients/ compounds in the mix, and thoroughly cleaning all herbicide equipment between every use.

Herbicide Damage: Herbicide damage can be confused for pesticide damage in many instances. Its symptoms are leaf curling, discolored blotching chlorosis leading to necrosis of entire leaf margins and finally plant death. Herbicide damage can be avoided by not using herbicides in close vicinity to cultivated crops. Use alternates like torches. Avoid herbicide damage by reading labels, never mixing two strong solutions together in preparing mix, avoiding the use of too many nutrients/ compounds in the mix, and thoroughly cleaning all herbicide equipment between every use.

NOTE: ***Always have separate***, specific herbicide equipment and pesticide equipment.

Over Fertilization: Over fertilization manifests itself through many of the nutrient, specific symptoms listed above, but there are general symptoms of media salinity and over fertilization. These symptoms include-- but aren't limited to-- tip-burn, deficiencies, toxicities and pot salinity residue. Over fertilization can be avoided by using high leeching fractions, monitoring pot fertility/ nutrient solutions, monitoring pH or media and solution, and checking both the temperature of media and fertigation water.

Soil Composition

Soil chemistry is important because the nutrients given to the plant are absorbed thru the water and soil into the plant root. The ideal soil mix has a carbon to nitrogen ratio of 30:1 by weight. Such a high ratio means that grows must use free nitrogen-fixing microorganisms in the soil. The so-called action exchange capacity (CEC) is the capacity to of the soil to bind a given concentration of cations in the fertilizer. High cation exchange capacities are desired in cannabis production. In this regard, the fact that the media or soil carries a small partial negative charge allows for the retention of desired nutrients and the appropriate pH.. We use the term **"media"**

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here to be synonymous with **soil** though soil is but one option for a grower to use as "media" for the plant root system. The ideal soil-based media possesses a pH from around 6.2 to 6.8; whereas soilless media is from about pH 5.4 to 6.0.

Soil Characteristics: Overall temperature should remain constant between 68-78 degrees Fahrenheit; Water-holding capacity is measured in units of % mass of total media mass or media volume; Content typically used in cannabis production is Coconut Coir; Coco Coir is typically soaked in calcium nitrate and possesses a high CEC, 80:1 C:N ratio;

Other media choices include: Sphagnum Peat Moss (30:1 to 50:1 C:N ratios), Perlite (dehydrated and expanded, low water-holding), Vermiculite (high water holding), Dolomitic Lime (buffering capability), Gypsum (buffering capability), Dirts & Organic Amendments (improved physical properties such as water retention, permeability, water infiltration, drainage, aeration and structure)

Example Plant Density:

1) Equa-distantly spaced capillary mat tray on 16 square feet
2) Five (**5) Gallon Final Pot**, recommend
3) 3.7 – 4.3 Plants per 1000 watt fixture

Example amount of soil needed to fill a given area (A):

1) 3.7 plants/1000 watt x (4.5 gallons/plant) = 16.65 gal/1000 watt
   16.65 gal/1000 watt= 16.65 gal/16 ft^2= **1.04 gal/ ft^2**
2) 4.3 plants/1000 watt x (4.5 gallons/plant) = 19.35 gal/1000 watt
   19.35 gal/1000 watt = 19.35 gal/16ft^2= **1.2 gal/ ft^2**

- Given that you need **1.04 gal/ ft^2** to **1.2 gal/ ft^2**, simply multiply the total square footage of flower tray to be filled by both values to get the upper and lower limits of the recommended gallons of soil per stage.
- With a **4 Gallon Final Pot**, it is recommend that 5.55 – 6.45 plants per 1000 watt fixture are grown.

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Pot Selection and Stage Determination

Pot Selection is determined by the amount of time that is going to be spent in the potted media. The standard production schedule allows for 1 gallon of soil for each month of potted production. Final pot selection is determined by the duration of the flowering cycle (60 days) plus the duration spent in vegetative phases.

(The total flower day duration + vegetative day duration)/ (30 days)= months in flower

It is always advised to rounding this number up to the nearest whole day for facility management purposes. E.g. If production is 4 months, a 5 gallon pot is required. And if production is 3 months a 4 gallon pot is required. In regards to pot selection in vegetation, the final stage(s) of vegetative growth are always in the in final production pot. Remember that the pot size after transplant must be large enough for the duration of cultivation.

Carbon Dioxide Enrichment

As should very obvious, carbon dioxide, at high concentrations, is potentially deadly for humans. Concentrations of 7% to 10% may cause suffocation, feelings of dizziness, headache, visual and hearing confusion, and unconsciousness within minutes.

Accordingly, NO EMPLOYEES ARE PERMITTED TO WORK IN ANY ROOM
IN WHICH CARBON DIOXIDE TREATMENT IS BEING APPLIED
UNLESS THEY ARE AUTHORIZED, QUALIFIED, & TRAINED BY THE COMPANY

Safety Precautions

1) High Limit Alarms – Alarms are set to notify staff in areas, equipped with direct carbon dioxide injections, that concentrations are presently too high to safely work
2) Main Safety Valves – This includes a relief valve, used to release pressure exceeding ideal ranges
3) Signage – Signs inform workers and visitors of areas where carbon dioxide tanks are stored and where carbon dioxide is directly injected.
4) ALL EMPLOYEES must adhere to national Fire-Protection Association codes

As general rule of thumb, carbon dioxide levels are to be kept at 1500 part per million

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(ppm) in vegetative and flower stages of growth.

Cultivation Maintenance Techniques

Repotting Protocol

As a general practice, repotting involves sifting thru and evaluating the health of the roots of a transplant. This may call for removing from ¼ to ½ total volume of the roots of the transplant. After the transplant has been prepared, cultivators must make sure that prior to repotting, the media is well mixed and that the Clone/transplant has adequate moisture to be re-planted. One must also provide an adequate base depth for transplant. This means allowing for a clone/transplant to rest 0.5-1.0 cm below grade, after watering in. For a more detailed look at the conditions and considerations of re-potting,

Pruning Objectives

Pruning is the removal of the understory of a plant. The goal here is to remove unproductive shoot and plant parts which decrease the overall health of the plant. Cultivators trim foliage in order to:

1) Maximize the usage of all available light. However, ***DO NOT*** remove foliage during vegetative growth unless completely needed. Again however, remove shoots that are shaded out from the rest the plant. I.e. it is better to leave more foliage in situations where shoots are receiving temporary light and re-visit these trays a second time for pruning of unproductive shoots.
2) Utilize side lighting in isle ways and nearby trays. Cultivators underestimate that often times lighting intensities in these regions are capable of sustaining suitable flower growth. So, pots on the perimeter of trays should be place as far outward on the tray as possible.
3) Optimize plant growth. Lower portions of the plant will not sustain optimal flower growth later in flower, but store crucial photosynthates for plant metabolism early in flower. Thus, timing is critical as to when to prune the understory of a crop.
4) Decrease the Potential for Diseases/Pests. Weak/dead/decaying plant material harbors disease and pests. Thus, remove ALL shoots laying on the tray/capillary mat/soil

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The following are descriptions of pruning and pinching techniques used in the overall technique of plant pruning.

- Removal Cuts (pruning is to refer to the removal of understory, leaves not receiving adequate light, are damage, malnourished or have deformities. Removal Cut is used to refer to removing leaders of a smaller caliper (diameter) to ones of larger caliper; this is soft and hard pinching, heading and removal).
  - Soft Pinch
    - Removal of an apical meristem (shoot at the highest point on a plant) and about (2-3) nodes below this. Usually is less than 3" of canopy.
  - Hard Pinch
    - Removal of apical meristem and several inches of canopy below. Generally, done later in vegetative growth or on larger plants. This is the removal of greater than 4" and usually less than 14'

  Note- On the smaller production in their final pot or just prior to transplant, preform a combination of pinching and pruning (plants in early stages of growth that are between 16" and 24"). Pruning and Removal during later vegetative growth phases achieves canopy control. Though, it is not recommend to remove any more than 10-15% of the canopy. On plants of poor health and small size, it is recommended to remove no more than 5-10% of foliage at one time.

Finally, the company rigorously enforces the policy that ALL employees must always wear personal protective equipment and use safety when using cutting implements. When using cutting implements always wear nitrile gloves. Practice safety when using cutting implements and other sharp objects. Toward that end, always have a station used for holding implements. And utilize storage containers and holsters to protect open blades. Of course, avoid walking with cutting implements and never run with cutting implements.

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Trellising for Plant Support

The trellis should be wait to be set until between Days 1-12 of Flower stage of growth. This allows for plants adequate time to fill in and begin stretching. Thus, before the trellis is set, plants can be repositioned, re-spaced, and grouped over to increase uniformity. Uniformity in trellising is what gets us to the maximum absorption of light and thus, the maximum growth of any given cannabis plant. In general, all of the trellis layers should be laid at the same time and consecutively. And in general, most batches will only require two to three layers of trellis netting for support. The following is a quick overview of the steps with which to initially set the trellis:

i. Start on the tray end with the lowest canopy height.
ii. Cut Trellis sections that stretch only between one lengths of trellis support posts. Ensure that the section is taunt but not overly tight.
iii. Lay one layer of trellis from starting at the lowest canopy height end finishing over the highest canopy section. Set the trellis level slightly above the maximum canopy height of each section.
iv. Lay the second entire layer starting at the same end as the first layer. Slide this layer to rest on top of the lowest trellis layer. Repeat same trellis laying procedure if 3rd layer is needed.

When trellising, our goal is to provide a 3 dimensional crop that has high uniformity, properly positions plants to promote light penetration, and canopy fullness. Thus, as much as possible, prior to setting the first layer of trellis the plant should be properly positioned. This is in an orientation that promotes the weaving and bending of individual leaders into the most open space and areas that a lot the most penetration to other plant shoots. Plants may not always be set in perfect rows or formations but in the best individual locations to promote canopy health and fullness. As a general consideration, after weaving down the first layer of the trellis, 75-90% of most of the canopy should be in about 8”-10” of depth.

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APPENDIX I

Table 1: Soil EC/pH					
Date	**Morphological Stage (Vegetative/Flower)**	**Tray #**	**Growth Stage**	**Soil EC**	**Soil pH**

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Section 2 – Transportation and Distribution
§1004.5(b)(4)

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Section 3 – Dispensing and Sales
§1004.5(b)(4)

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Section 4 – Devices
§1004.5(b)(4)(i)

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Section 5 – Security & Controls
§1004.5(b)(4)(ii)

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Section 6 – Standard Operating Procedures
§1004.5(b)(4)(iii)

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Section 7 – Quality Assurance Plans
§1004.5(b)(4)(iv)

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Section 8 – Returns, Complaints, Adverse Events and Recalls
§1004.5(b)(4)(v)

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Section 9 – Product Quality Assurance
§1004.5(b)(4)(vi)

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Section 10 – Record Keeping
§1004.5(b)(4)(vii)

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General:

All inventory of raw materials, extraction intermediates, formulations, and final products will be linked to a POS system, which will track and record product inventories as well as financial transactions.

Manufacturing:

As part of a Good Manufacturing Practice (GMP) environment, all procedures and activities will be documented by Standard Operating Procedures (SOPs). Procedures have been developed and implemented to cover all aspects of cultivation, handling, extraction, processing and formulation of cannabis containing products. Records will document the harvest yields, and trace cannabis products through the production process, from start to finish through an internal chain of custody tracking system. Results from analytical testing will be linked to records in support of the production documentation. Each harvest of plant material, extract intermediates, formulations and final production batches will be given a unique lot identifier, which is linked forward and backwards to production process specifics, including all constituents and processing details. Within a production batch, each dispensable unit will be given a unique serial number for additional tracking and reporting.

Additional records will be used to document all activities that pertain to facility maintenance, including instrument maintenance, cleaning, validation and calibration activities. Employee training records will be maintained to document the competence of employees performing specific activities, to ensure that employees are appropriately trained for assigned tasks.

Security:

All video surveillance and area access logs will be stored on secure remote servers and available to the Department or Law Enforcement upon request.

Dispensing:

Records will be kept for each patient which will include:

- the patient's name, date of birth and sex;
- the patient's address, including street, city, state, and zip code;
- the patient's registry identification card number;

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- if applicable, the designated caregiver's name and registry identification card number

Through patient survey or consultation, individual patient experiences with various products will be recorded to help optimize the patient's relief from afflicting condition(s). All patient information will be confidential and maintained in accordance with HIPAA guidelines. Real-time tracking of all inventory through a POS system will document all products, with associated batch lot and product serial numbers. The POS system will also track all patient transactions and history. Production batch lot numbers and product serial numbers will be tied to dispensed products, to link individual patients to specific products in the event of a product recall. At close of each business day, all transaction records will be transmitted electronically for filing with the department of public health. Records will include all pertinent patient and dispensary information in addition to:

- the serial number of the specific medical marihuana product dispensed to the certified patient or designated caregiver;
- the date the approved medical marihuana product was filled by the dispensing facility;
- the metric quantity for the approved medical marihuana product;
- the medical marihuana drug code number for the product that was dispensed to the certified patient or designated caregiver, as applicable;
- the number of days supply of product dispensed;
- the registered practitioner's Drug Enforcement Administration number;
- the date the written certification was issued by the registered practitioner; and
- the payment method used for the transaction.

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AMENDED AND RESTATED
OPERATING AGREEMENT
OF
NEPENTHEA LLC

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EXHIBIT A

GLOSSARY OF DEFINED TERMS

EXHIBIT B

LIST OF MEMBERS AND PERCENTAGES

NEPENTHEA LLC

AMENDED AND RESTATED OPERATING AGREEMENT

This Amended and Restated Operating Agreement (the "**Agreement**") is made as of May 29, 2015 (the "**Effective Date**") by and among **DEAN P. PAPPAS, MD**, having an address at [redacted], **CHARLES A. TODARO**, having an address at [redacted], **CHRISTOPHER ETTS**, having an address at [redacted] and **MICHAEL J. DRISCOLL**, having an address at [redacted] (collectively, the "**Managing Members**"); and, **NEPENTHEA HOLDINGS LLC**, a New York limited liability company, having an address at c/o Christopher Etts, [redacted] and the Persons signing this Agreement (such Persons are herein referred to in their capacities as Members of the Company, individually as a "**Non-Managing Member**" and collectively as the "**Non-Managing Members**").

W I T N E S S E T H:

WHEREAS, the Company was heretofore organized under the laws of the State of New York by the Managing Members pursuant to (i) Articles of Organization of the Company filed with the New York State Department of State on February 3, 2015 and (ii) Operating Agreement of the Company, dated February 3, 2015 (the "**Original Operating Agreement**;

WHEREAS, the Managing Member desires to admit each Person signing this Agreement as a Member of the Company, and the parties desire to amend, restate and supersede the Original Operating Agreement in its entirety in accordance with the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree to amend, restate and supersede the Original Operating Agreement as follows:

ARTICLE I
DEFINED TERMS

Section 1.1. **Definitions**. All capitalized terms used in this Agreement that are not otherwise defined in the text of this Agreement shall have the meanings ascribed to said terms in the Glossary of Defined Terms attached hereto as Exhibit A. Other capitalized terms are defined in the text of this Agreement; and, throughout this Agreement, those terms shall have the meanings respectively ascribed to said terms.

Section 1.2. **General Interpretive Principles**. For purposes of this Agreement, except as otherwise provided or unless the context otherwise requires:

(a) the terms defined in Exhibit A or elsewhere in the text of this Agreement include the plural as well as the singular, and the use of any gender herein shall be deemed to include the other genders;

(b) a reference to a "Section," "subparagraph" or "clause" without further reference to a document is a reference to a Section, subparagraph or clause of this Agreement;

(c) a reference to a subparagraph without further reference to a Section is a reference to such subparagraph as contained in the same Section in which the reference appears, and a reference to a clause without further reference to a subparagraph is a reference to such clause as contained in the same subparagraph in which the reference appears;

(d) a reference to an Exhibit or a Schedule without a further reference to the document to which the Exhibit or Schedule is attached is a reference to an Exhibit or Schedule to this Agreement;

(e) the words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular provision; and

(f) the word "including" means "including, but not limited to."

Section 1.3. **Interpretation**. The Members acknowledge and agree that any rule of construction which disfavors the drafting party or the party deemed to have drafted such provision shall not apply in the interpretation or construction of this Agreement, any Exhibits and/or Schedules hereto and any agreement signed by any Additional Member consenting and agreeing to be bound by the terms and provisions of this Agreement.

ARTICLE II
CONTINUATION AND NAME; OFFICE; PURPOSE; TERM; MEMBERS

Section 2.1. **Continuation**. The Members hereby continue the organization of the Company as a limited liability company pursuant to the Law and the provisions of this Agreement.

Section 2.2. **Name of the Company**. The name of the Company shall continue to be "**NEPENTHEA LLC**." The Company may do business under that name and under any other name or names as determined by the Managing Members. If the Company does business under a name other than that set forth in its Articles of Organization, then the Company shall file a certificate as required by Section 130 of the General Business Law of the State of New York.

Section 2.3. **Purpose**. The Company is organized for the purpose of applying to New York State Department of Health to become a registered organization ("**RO**") under the New York State Compassionate Care Act, and the regulations promulgated thereunder, as said Compassionate Care Act and/or regulations may be amended from time to time (the Compassionate Care Act and said regulations as each may be amended from time to time are hereinafter collectively referred to as

the "**Compassionate Care Act**") and if such registration is granted, to acquire, cultivate, possess, manufacture, process, sell, deliver, transport, distribute, and/or dispense medical marijuana as authorized by the Compassionate Care Act, in Nassau and/or Suffolk County, New York, and to engage in any lawful business activity and do any and all things necessary, convenient, or incidental thereto.

Section 2.4. Principal Office. The principal office of the Company shall be located at 33 Quail Road, Rocky Point, New York 11778, or at any other location hereafter determined by the Managing Members.

Section 2.5. Term. The term of the Company began upon the filing of Articles of Organization with the New York State Department of State and shall continue until its existence is terminated pursuant to Article VII of this Agreement.

Section 2.6. Members. The Members of the Company shall consist of Managing Members and Non-Managing Members, having such relative rights, powers, preferences and limitations as provided in this Agreement. The name, present mailing address, and Percentage of each Member is set forth on Exhibit B attached hereto, as same shall be amended and updated from time to time.

Section 2.7. Additional Members.

(a) Except as provided in this Agreement to the contrary, a person may only be admitted as a Member of the Company upon the consent of the Managing Members in accordance with the provisions of Article V hereof (each such person is hereinafter referred to individually as an "**Additional Member**"). Each Additional Member shall be required to execute and deliver to the Company: (i) a Subscription Agreement that provides for, among other things, the Additional Member's acquisition of a Membership Interest and admission to the Company as a Non-Managing Member hereof upon payment of the purchase price therefor and (ii) an agreement consenting and agreeing to be bound by the terms and provisions of this Agreement, as the same may be amended from time to time. Upon admission of an Additional Member, the Managing Members shall amend (or cause to be amended) Exhibit B hereto to reflect the admission of the Additional Member as a Non-Managing Member hereof. Each Additional Member will be offered the right to acquire a three percent (3%) Membership Interest in the Company for a purchase price of $650,000 (the "**Additional Member Purchase Price**"), which shall constitute the Initial Capital Contribution of the Additional Member pursuant to Section 3.1 on the dates specified herein. If, at the time of the admission of the Additional Member as a Non-Managing Member of the Company, the Company has not been approved as an RO, then $75,000 of the Additional Member Purchase Price shall constitute an Initial Capital Contribution to the Company by such Additional Member at the time the Additional Member is admitted to the Company and the balance of $575,000 (the "**Balance**") shall be held in escrow pursuant to the terms of the Subscription Agreement and shall constitute an Initial Capital Contribution to the Company by such Additional Member on the RO Approval Date. If the Company is not approved as an RO, the Balance will be returned in accordance with the terms of the

Subscription Agreement and will not constitute a Capital Contribution by such Additional Member. If, at the time of the admission of the Additional Member as a Non-Managing Member of the Company, the Company has been approved as an RO, then the entire Additional Member Purchase Price shall constitute an Initial Capital Contribution to the Company by such Additional Member at the time the Additional Member is admitted to the Company. Upon each Additional Member being admitted to the Company, the Percentage of Nepenthea Holdings LLC will be diluted by an amount equal to the Percentage received by such Additional Member and the Percentages of the other Members shall not be diluted thereby.

(b) Notwithstanding the foregoing, the Managing Members reserve the right to offer to any proposed Additional Member the right to acquire a three percent (3%) Membership Interest in the Company for a discounted purchase price and upon terms and conditions to be determined by the Managing Members, if, in the Managing Members' judgment, the reputation and/or achievements of such proposed Additional Member will provide a fundamental benefit that will inure to the Company.

Section 2.8 **Compassionate Care Act**. All Members shall be obligated to comply with all obligations and requirements imposed upon the Company and the Members pursuant to the Compassionate Care Act and to cooperate with the Company and the Managing Members by providing all such information and documentation as may be requested by the Managing Members in connection therewith and/or required by the Compassionate Care Act.

ARTICLE III
CAPITAL AND CAPITAL ACCOUNTS

Section 3.1. **Initial Capital Contributions**. Prior to the Effective Date, the Managing Members have each contributed an Initial Capital Contribution to the Company. Each Non-Managing Member shall contribute an Initial Capital Contribution to the Company in cash in the amount set forth opposite the Non-Managing Member's name on the signature page to this Agreement in the column designated "Initial Capital Contribution" to be paid to the Company in the installments on the Effective Date and on the RO Approval Date in the amounts set forth on the signature page and in the Subscription Agreement executed by the Non-Managing Member. Any Non-Managing Member admitted to the Company pursuant to Section 2.7 after the Effective Date shall contribute an Initial Capital Contribution to the Company in cash in the amounts and on the dates set forth in the Subscription Agreement.

Section 3.2. **Additional Capital Contributions**. No Member shall be required to contribute any additional Capital Contributions to the Company, unless required by unanimous vote of the Members. No Member shall have any personal liability for any obligation of the Company. Notwithstanding the foregoing, the Managing Members may, but shall not be required to, contribute additional Capital Contributions to the Company, in such amounts as they may deem necessary and/or appropriate in connection with the operation of the Company.

Section 3.3. **No Interest on Capital Contributions**. Except as otherwise provided in this Agreement, no Member shall have the right to receive interest on its Capital Contributions.

Section 3.4. **Return of Capital Contributions**. Except as otherwise provided in this Agreement, no Member shall have the right to receive any return of any Capital Contribution.

Section 3.5. **Form of Return of Capital**. The Member shall not have the right to receive anything other than cash in return of the Capital Contribution of the Member.

Section 3.6. **Capital Accounts**. A separate Capital Account shall be maintained for each Member.

Section 3.7. **Member Loans**.

(a) If the Managing Members determine, from time to time, that the Company requires funds (the "**Required Funds**") in addition to the Capital Contributions contributed by the Members and any third-party financing and cash generated from operations, in order to conduct the business of the Company, including maintenance of adequate working capital and reserves, each Member shall have the right to loan to the Company a pro-rata portion of the Required Funds equal to the product obtained by multiplying such Member's Percentage by the amount of the Required Funds. The Managing Members shall give written notice to all Members (the "**Loan Notice**") of the determination of the Managing Members to borrow Required Funds from the Members. The Loan Notice shall state the amount of Required Funds, the term of the Loan, per annum interest rate, repayment provisions and such other information as the Managing Members shall deem pertinent to borrowing the Required Funds (collectively, the "**Loan Terms**"). In addition, the Loan Notice shall be accompanied by a copy of the promissory note (the "**Promissory Note**") that will be executed on behalf of the Company and delivered to each Member upon the Member's agreement to lend its pro-rata share of the Required Funds to the Company. Each Member shall exercise the right to loan the Member's pro-rata share of the Required Funds to the Company by giving written notice thereof to the Managing Members (the "**Loan Participation Notice**") within ten (10) days after the date of the applicable Loan Notice or within any greater time period as the Managing Members shall prescribe, in their sole and absolute discretion, in the particular Loan Notice. Delivery by a Member of a Loan Participation Notice shall be deemed to constitute the Member's agreement to: (i) the terms and provisions of the Promissory Note that accompanied the Loan Notice; and (ii) deliver the Member's pro-rata share of the Required Funds to the Company or the escrow agent designated by the Managing Members (the "**Escrow Agent**") upon the Company's delivery to the Member or the Escrow Agent of the Promissory Note signed on behalf of the Company. The delivery of the signed Promissory Note and the Member's pro-rata share of the Required Funds shall take place on the date and in the manner to be prescribed by the Managing Members by prior written notice given to the Members. Any Loan Participation Notice that is not received by the Managing Members by the date prescribed in the applicable Loan Notice or that sets forth any terms or conditions that differ from the Loan Terms or the provisions of the Promissory Note shall be construed to mean that the applicable Member declined to loan to the Company the Member's pro-rata portion of the Required Funds

(hereinafter, the Member or Members that have declined are referred to collectively as the "**Declining Members**"). If there are any Declining Members, the Managing Members shall have the right, in their sole and absolute discretion, to offer any one or more Members that are not Declining Members, the opportunity to increase their pro-rata share of the Required Funds in such amount as shall be agreed upon between the Managing Members and respective Member in order to cover the shortfall caused by the Declining Members. If this procedure does not result in covering the shortfall, the Managing Members shall have the right to either: (i) reduce the Required Funds to an amount equal to the aggregate amount agreed to be loaned by the Members pursuant to the Loan Participation Notices; (ii) disregard each Loan Participation Notice and obtain the Required Funds from a commercial lending institution or any one or more individuals or entities that are not Members, on commercially reasonable terms and in such manner (including, without limitation, the engagement of brokers to assist in arranging or providing such financing and compensating such brokers on commercially reasonable terms); or (iii) elect not to borrow or to defer borrowing the Required Funds for such period of time as the Managing Members shall elect in their sole discretion. The Managing Members shall exercise their right to disregard each Loan Participation Notice by giving written notice thereof to all Members and the Managing Members shall not have any liability to any Member if the Managing Members disregard each Loan Participation Notice.

(b) Any amounts advanced to the Company under this Section (herein referred to collectively as "**Member Loans**") by one or more Members (or their respective Affiliates) (herein referred to collectively as "**Lending Members**") shall not increase the Capital Accounts of the Lending Members, but the amount of any Member Loans, and interest thereon, shall be an obligation of indebtedness from the Company to the Lending Members for which no Member shall have personal liability. Member Loans shall be evidenced by the Promissory Note, shall not be secured or guaranteed, and shall, in all events, be repaid to the Lending Members prior to any distributions to the Members pursuant to Article IV of this Agreement.

ARTICLE IV
PROFIT, GAIN, LOSS AND DISTRIBUTIONS

Section 4.1 **Net Available Cash, Net Loan Proceeds and Capital Receipts**. The Managing Members shall, (i) at the end of each Company Accounting Year, determine the amount of Net Available Cash, if any, and (ii) upon the occurrence of any event giving rise to Net Loan Proceeds or Capital Receipts, determine the amount of Net Loan Proceeds and Capital Receipts, if any, and, if the Managing Members determine to distribute all or any portion of any Net Available Cash, Net Loan Proceeds and/or Capital Receipts, the Members shall pay or distribute the same, as applicable, in each case, subject to the terms of Section 4.3, in the following order of priority:

(a) First, payments shall be made to any Lending Members in repayment of any Member Loans (Member Loans which have been outstanding the shortest shall be repaid first, and if two or more Lending Members have Member Loans which have been outstanding for equal periods, repayment of said Member Loans shall be made, *pro rata*, in proportion to the then respective loan

balances thereof, with payments first repaying accrued but unpaid interest and then repaying principal); and

(b) Next, distributions shall be made to the Members, *pro rata* in proportion to the respective Undistributed Capital Return of each Member, until each Member has received distributions pursuant to this subparagraph (b) in an amount equal to such Member's Undistributed Capital Return;

(c) Next, distributions shall be made to the Members, *pro rata* in proportion to the respective Undistributed Capital of each Member, until each Member has received distributions pursuant to this subparagraph (c) in an amount equal to such Member's Undistributed Capital;

(d) Next, the balance remaining after the payments and distributions to the Members made pursuant to subparagraphs (a), (b) and (c) above, shall be distributed to the Members, *pro rata*, in proportion to their then respective Percentages.

Section 4.2 **Proceeds and Distributions in Liquidation**. The proceeds received by the Company in connection with the liquidation and winding up of the Company shall be applied by the Managing Members (or the Liquidator responsible for winding up the affairs of the Company pursuant to Section 7.2), together with all other cash of the Company, in the following order of priority:

(a) First, to the payment of the expenses incurred in connection with the dissolution and termination;

(b) Next, to the payment of creditors of the Company (including payments to any Lending Members in repayment of any Member Loans), except for secured creditors whose obligations will be assumed or otherwise transferred on a liquidation of the Company property or assets; and

(c) The balance, if any, shall be distributed to the Members to the extent of and in proportion to the positive balances of their Capital Accounts after Capital Accounts have been adjusted for the allocation of Profit and Loss (and items thereof) and Gain on Disposition or Loss on Disposition for the Company Accounting Year during which the liquidation occurs and all prior periods.

Section 4.3 **General Distribution Rules**. The timing and amount of all distributions shall be in accordance with Sections 4.1, 4.2, 7.2 and 7.3. All distributions of cash shall be made to the Members shown on the records of the Company to have been Members on the date of the distribution. Distributions of Net Available Cash, Net Loan Proceeds and Capital Receipts made to a Member with respect to any Company Accounting Year shall be deemed to be advances on account of such Member's share of the distributable amounts thereof. For purposes of this Agreement, the term "distributable" with respect to distributions of Net Available Cash, Net Loan Proceeds and Capital Receipts shall mean the amount of the distributions as finally determined by the Managing

Members for the Company Accounting Year in respect of which they were made. Any over-distribution thereof to any Member in respect of a Company Accounting Year shall be repaid by such Member to the Company and, if applicable, distributed to the Member(s) which has(have) received an under-distribution on the later to occur of (i) sixty (60) days after the end of such Company Accounting Year, or (ii) fifteen (15) days after the other Members have given notice thereof to the Member that has received an over-distribution, which notice shall be given as soon as is practicable after the end of such Company Accounting Year.

Section 4.4 **Source of Distributions**. Each Member shall look solely to the assets of the Company for the return of its Capital Contributions and its share of distributions of the Company and shall have no recourse upon dissolution or otherwise against the Company or any other Member. No Member shall have any right to receive any distributions except as provided in this Agreement or any right to demand or receive property other than cash upon dissolution and termination of the Company. No Member shall be obligated to restore a negative balance in its Capital Account except to the extent caused by any over-distribution as provided in Section 4.3 hereof.

Section 4.5 **Tax Allocations**.

(a) **Allocations of Operating Profit and Loss**. For each Company Accounting Year from the date of this Agreement until the termination of the Company, after adjusting the Capital Account of each Member for the adjustments provided for in subparagraph (d) of this Section, Profit or Loss (including, if necessary, items of gross income or deduction) for such Company Accounting Year shall be allocated to the Capital Accounts of the Members in a manner such that, as of the end of such Company Accounting Year, the Capital Account of each Member shall be equal to the amount which would be distributed to such Member, determined as if the Company were to sell and liquidate all of its assets (other than cash) for the book value thereof and distribute the amount thereof together with all cash of the Company in excess of the liabilities of the Company (including the unpaid interest and principal of any Member Loans) to the Members pursuant to Section 4.1 (other than pursuant to Section 4.1(a)).

(b) **Allocations of Gain on Disposition and Loss on Disposition**. For each Company Accounting Year from the date of this Agreement until the termination of the Company, after adjusting the Capital Account of each Member for the allocations of Profit or Loss provided for in subparagraph (a) of this Section and for the adjustments provided for in subparagraph (d) of this Section, Gain on Disposition or Loss on Disposition for such Company Accounting Year shall be allocated to the Capital Accounts of the Members in a manner such that, as of the end of such Company Accounting Year, the Capital Account of each Member shall be equal to the amount which would be distributed to such Member, determined as if the Company were to sell and liquidate all of its assets (other than cash, including the cash generated from the sale of Company property generating such Gain or Loss on Disposition) for the book value thereof and distribute the amount thereof together with all cash of the Company in excess of the liabilities of the Company (including the unpaid interest and principal of any loans made

by Members to the Company) to the Members pursuant to Section 4.1 (other than pursuant to Section 4.1(a)).

(c) **Allocations of Tax Credits**. For each Company Accounting Year from the date of this Agreement until the termination of the Company, Tax Credits shall be allocated among the Members in proportion to the respective aggregate amounts of Net Available Cash, Net Loan Proceeds and Capital Receipts distributed to them during such Company Accounting Year.

(d) **Capital Accounts Adjustments**. Prior to making the allocations described in this Section for each Company Accounting Year, the Capital Account of each Member shall first be adjusted for: (i) all Capital Contributions made by such Member during such Company Accounting Year, (ii) all distributions other than distributions of Capital Receipts paid or payable to such Member with respect to such Company Accounting Year, (iii) all special allocations to such Member under Sections 4.7 and 4.8 with respect to such Company Accounting Year and (iv) such Member's share of Company Minimum Gain (as determined according to Regulation Section 1.704-2(d) and (g)) and Member Nonrecourse Debt Minimum Gain (as determined according to Regulation Section 1.704-2(i)) determined as of the end of such Company Accounting Year.

Section 4.6 Rules of Construction.

(a) For purposes of applying Section 4.5 as a result of a disposition occurring with respect to part (but less than all) of any capital asset of the Company or any Pass-Through Entity, a Member's Capital Account balance shall be deemed to be increased by the Member's share of Company Minimum Gain and Member Nonrecourse Debt Minimum Gain remaining after the disposition as determined under the Regulations under Code Section 704(b).

(b) Except as is otherwise provided in this Article IV, an allocation of Company taxable income or taxable loss to a Member shall be treated as an allocation to the Member of the same share of each item of income, gain, loss and deduction that has been taken into account in computing taxable income or taxable loss.

Section 4.7 Minimum Gain Chargeback and Qualified Income Offset.

(a) **No Impermissible Deficits**. Notwithstanding any other provision of this Agreement, taxable loss (or items of deduction) shall not be allocated to a Member to the extent that the Member has or would have, as a result of the allocation, an Adjusted Capital Account Deficit. Any taxable loss (or items of deduction) which otherwise would be allocated to a Member, but which cannot be allocated to such Member because of the application of the immediately preceding sentence, shall instead be allocated to the other Members in accordance with the provisions of Section 4.5.

(b) **Qualified Income Offset**. In order to comply with the "qualified income offset" requirement of the Regulations under Code Section 704(b), and notwithstanding any other provision of this Agreement to the contrary except subparagraph (c) of this Section, in the event a Member for any reason (whether or not expected) has an Adjusted Capital Account Deficit, items of Profit and Gain on Disposition (consisting of a *pro rata* portion of each item of income comprising the Company's Profit and Gain on Disposition, including both gross income and gain for the taxable year) shall be allocated to such Member in an amount and manner sufficient to eliminate as quickly as possible the Adjusted Capital Account Deficit.

(c) **Minimum Gain Chargeback**. In order to comply with the "minimum gain chargeback" requirements of Regulation Sections 1.704-2(f)(1) and 1.704-2(i)(4), and notwithstanding any other provision of this Agreement to the contrary, in the event there is a net decrease in a Member's share of Company Minimum Gain and/or Member Nonrecourse Debt Minimum Gain during a Company taxable year, such Member shall be allocated items of income and gain for that year (and if necessary, other years) as required by and in accordance with Regulation Sections 1.704-2(f)(1) and 1.704-2(i)(4) before any other allocation is made.

Section 4.8 Other Tax Allocation Provisions.

(a) **Income Characterization**. For purposes of determining the character (as ordinary income or capital gain) of any Gain on Disposition allocated to the Members pursuant to Section 4.5 or 4.7, such portion of the taxable income of the Company allocated pursuant to Section 4.5 which is treated as ordinary income attributable to the recapture of depreciation shall, to the extent possible, be allocated among the Members in the proportion which (i) the amount of depreciation previously allocated to each Member bears to (ii) the total of such depreciation allocated to all Members. The provisions of this subparagraph (a) shall not alter the amount of allocations among the Members pursuant to Section 4.5 but merely the character of income so allocated.

(b) **Change in Percentages**. Notwithstanding any other provision of this Article IV to the contrary, in the event any Member's Percentage changes during a fiscal year for any reason, including the transfer of any interest in the Company or an adjustment of the Members' Percentages hereunder, the allocations of Profit or Loss from operations or Gain on Disposition or Loss on Disposition, and the amount of distributions, under this Article IV shall be adjusted as necessary to reflect the varying interests of the Members during the fiscal year using an interim closing of the books method as of the date of the change in the Percentage or any other method as reasonably determined by the Managing Members.

(c) **Section 704(c) Mandatory Allocations**.

(i) Notwithstanding any other provision of this Article IV to the contrary, in the event Code Section 704(c) or Code Section 704(c) principles applicable under Regulation Section 1.704-1(b)(2)(iv) require allocations of income or loss of the Company in a manner different

than that set forth above, the provisions of Code Section 704(c) and the Regulations thereunder shall control such allocations among the Members.

(ii) Any item of income, gain, loss and deduction with respect to any property (other than cash) that has been contributed by a Member to the capital of the Company or which has been revalued for Capital Account purposes pursuant to Regulation Section 1.704-1(b)(2)(iv) and which is required or permitted to be allocated to such Member for income tax purposes under Code Section 704(c) so as to take into account the variation between the tax basis of such property and its fair market value at the time of its contribution or revaluation shall be allocated solely for income tax purposes in the manner so required or permitted under Code Section 704(c) using the "traditional method" described in Regulation Section 1.704-3(b) (or any successor Regulation), such allocations to be made as shall be reasonably determined by the Members; *provided, however,* that curative allocations consisting of the special allocation of gain or loss upon the sale or other disposition of the contributed or revalued property (or deemed contributed property) shall be made in accordance with Regulation Section 1.704-3(c) to the extent necessary to eliminate any disparity, to the extent possible, between the Member's book and tax capital accounts attributable to such property; and *provided, further,* that any other method allowable under applicable Regulations may be used in connection with any contribution of property or following any revaluation of Capital Accounts as shall be reasonably determined by the Members. Any elections or other decisions relating to allocations under this subparagraph (c)(ii) will be made in any manner that the Members reasonably determines to reflect the purpose and intention of this Agreement. Allocations under this subparagraph (c)(ii) are solely for purposes of federal, state and local income taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Profit or Loss from operations or Gain on Disposition or Loss on Disposition or other items or distributions under any provision of this Agreement.

(d) **Nonrecourse Deductions and Member Nonrecourse Deductions.** Notwithstanding any other provision of this Article IV to the contrary, (i) all Nonrecourse Deductions of the Company for any Company Accounting Year shall be allocated among the Members in accordance with their respective Percentages; and (ii) all Member Nonrecourse Deductions of the Company for any Company Accounting Year that, pursuant to Regulation Section 1.704-2(i), are attributable to a Member Nonrecourse Debt for which a Member (or a Person related to such Member under Regulation Section 1.752-4(b)) bears the economic risk of loss (within the meaning of Regulation Section 1.752-2) shall be allocated to such Member as required by Regulation Section 1.704-2(i)(1).

(e) **References to Regulations.** Any reference in this Agreement to a provision of final and/or temporary Regulations shall, in the event such provision is modified or renumbered, be deemed to refer to the successor provision as so modified or renumbered, but only to the extent such successor provision applies to the Company under the effective date rules applicable to such successor provision or the Members otherwise so elects under applicable elections contained in such Regulations.

Section 4.9 Intent of Allocations. The parties intend that the foregoing tax allocation provisions of this Article IV shall produce final Capital Account balances of the Members that will permit liquidating distributions that are made in accordance with final Capital Account balances under Section 4.2 hereof to be made (after unpaid loans and interest thereon have been paid, including those owed to Members) in a manner identical to the order of priorities set forth in Section 4.1. To the extent that the tax allocation provisions of this Article IV would fail to produce the intended final Capital Account balances: (i) the provisions of this Article IV shall be amended by the Members if and to the extent necessary to produce the intended final Capital Account balances and (ii) taxable income and taxable loss of the Company for prior open years (or items of gross income and deduction of the Company for prior open years) shall be reallocated by the Members among the Members to the extent it is not possible to achieve the intended final Capital Account balances with allocations of items of income (including gross income) and deduction for the current year and future years, as reasonably determined by the Managing Members. This Section shall control notwithstanding any reallocation or adjustment of taxable income, taxable loss, or items thereof by the Internal Revenue Service or any other taxing authority.

Section 4.10 Basis Elections. In the event of a transfer of all or any part of a Member's Economic Interest in the Company, the Managing Members shall elect on behalf of the Company to adjust the basis of the Company's assets under Code Section 754. The transferor or transferee of an Economic Interest shall pay all costs of preparing and filing all instruments or documents necessary to effectuate such election if made.

Section 4.11 General Allocation Rules. All Profit and Loss of the Company and Gain on Disposition or Loss on Disposition shall be allocated with respect to each Company Accounting Year (or part thereof) within ninety (90) days after the end of such year, or as soon thereafter as is practically possible. All Profit and Loss and Gain on Disposition or Loss on Disposition shall be allocated to the Members shown on the records of the Company to have been Members as of the last day of the Company Accounting Year for which such allocation is to be made, *except that,* if a Member sells or exchanges its Economic Interest or acquires an Economic Interest from the Company upon the Member's admission to the Company as a member thereof, the Profit or Loss and Gain on Disposition or Loss on Disposition shall be allocated between the transferor and the transferee (or among the Members, as the case may be) by taking into account their varying interests during the Company Accounting Year in accordance with Code Section 706(d), using the interim closing of the books method or such other method as shall be reasonably determined by the Members. The allocation of Profit or Loss or Gain on Disposition or Loss on Disposition contained in this Article IV, shall automatically be adjusted equitably to account for any recalculation of the Economic Interests of the Members.

Section 4.12 Sharing of Company Nonrecourse Debt.

(a) Throughout the term of the Company, the nonrecourse debt of the Company (other than Member Nonrecourse Debt) shall be allocated for tax purposes among the Members as follows:

(i) First, the portion of such nonrecourse debt equal to the amount of any Company Minimum Gain, shall be allocated among the Members in accordance with each Member's share of Company Minimum Gain;

(ii) Next, the portion of such nonrecourse debt equal to the amount of any taxable gain that would be allocated to the Members under Code Section 704(c) (or in the same manner as Code Section 704(c) in connection with a revaluation of Company property) if the Company disposed of (in a taxable transaction) all Company property subject to one or more nonrecourse liabilities of the Company in full satisfaction of the liabilities and for no other consideration, shall be allocated among the Members in accordance with each Member's share of such taxable gain pursuant to Code Section 704(c) (or Code Section 704(c) principles in the case of a revaluation of Company property); and

(iii) The balance, if any, of such nonrecourse debt shall be allocated among the Members in accordance with their then respective Percentages.

(b) To the extent that any Member's share of such nonrecourse debt as specified in subparagraph (a) of this Section exceeds the amounts referred to in Regulation Sections 1.752-3(a)(1) and (2), it is intended that the foregoing shares shall be viewed and treated as reasonably consistent with allocations (which have substantial economic effect) of some significant item of partnership income or gain within the meaning of Regulation Section 1.752-3(a)(3).

Section 4.13 Tax Withholding.

(a) The Managing Members are authorized and directed to cause the Company to withhold from or pay on behalf of any Member the amount of federal, state, local or foreign taxes that the Members, after consultation with such Member, reasonably believes the Company is required to withhold or pay with respect to any amount distributable or allocable to such Member pursuant to this Agreement, including, without limitation, any taxes required to be paid by the Company pursuant to Code Sections 280E, 1441, 1442, 1445 or 1446 and any taxes imposed by any state or other taxing jurisdiction on the Company as an entity. Without limiting the foregoing, the Members shall cause the Company to withhold (and remit to the appropriate governmental authority), from amounts otherwise distributable to a Member, any taxes that such Member notifies the Members in writing should be withheld, which notice shall be given by any Member who becomes aware of any withholding obligation to which the Member is subject and shall specifically set forth, *inter alia*, the rate at which tax should be withheld and the name and address to which any amounts withheld should be remitted.

(b) If the Company is required to withhold and pay over to taxing authorities amounts on behalf of a Member exceeding available amounts then remaining to be distributed to such Member, such payment by the Company shall constitute a loan to such Member that is repayable by the Member on demand, together with interest at the applicable federal rate determined from time to time under Code Section 7872(f)(2) or the maximum rate permitted under applicable

law, whichever is less, calculated upon the outstanding principal balance of such loan as of the first day of each month. Any such loan shall be repaid to the Company, in whole or in part, as determined by the Members, either (i) out of any distributions from the Company which the Member is (or becomes) entitled to receive, or (ii) by the Member in cash upon demand by the Members (said Member bearing all of the Company's costs of collection, including reasonable attorneys' fees, if payment is not remitted promptly by the Member after such a demand for payment).

(c) Each Member agrees to cooperate fully with all efforts of the Company to comply with its tax withholding and information reporting obligations and agrees to provide the Company with such information as the Members may reasonably request from time to time in connection with such obligations.

ARTICLE V
MANAGEMENT, RIGHTS, POWERS, AND DUTIES

Section 5.1. Management.

(a) The Company shall be managed by the Managing Members. The term of the initial Managing Members, and any successor Managing Member, shall be indefinite, but shall terminate upon the earlier to occur of: (i) the Managing Member's death, resignation or removal as Managing Member in accordance with this Article; or (ii) upon the occurrence of any other event or circumstance that pursuant to the Compassionate Care Act or applicable law, prohibits such Managing Member from being a member of, or otherwise being affiliated or associated with, or holding a Membership Interest in the Company. Upon such Managing Member's death, resignation or dismissal as Managing Member, the remaining Managing Members shall manage the Company in accordance with the provisions of this Article.

(b) The Managing Members shall devote such time to the business and affairs of the Company as is necessary to carry out the Managing Members' duties described in this Agreement and shall perform their duties in good faith and with the same degree and standard of care and duty of loyalty as directors of a corporation organized under the Business Corporation Law of the State of New York. The Managing Members shall be entitled to reimbursement for expenses incurred in connection with the activities of the Company.

(c) Subject to the provisions of Section 5.2 hereof, a majority of the Managing Members shall have the right or authority to act for or bind the Company, including, but not limited to, the full power, to execute and deliver, for and on behalf of the Company, any and all documents and instruments that may be necessary or desirable to carry on the business of the Company, including, but not limited to, any and all deeds, contracts, leases, promissory notes, mortgages, security agreements, and financing statements pertaining to the Company's assets and obligations. No other Person, including the Non-Managing Members, shall have any right or authority to act for or bind the Company, except as may be permitted by this Agreement or as may be required by law. The Managing Members shall have full, exclusive and complete discretion, power and authority to

manage, control, administer and operate the business and affairs of the Company for the purposes herein stated, and to make all decisions affecting the business and affairs of the Company, and in order to carry out such duties, the Managing Members shall have, among other things, in their sole discretion, the power to:

(i) take all steps necessary to facilitate the registration of the Company by the New York State Department of Health as an RO, *provided, however*, that any and all decisions whether to pursue any and all administrative actions, judicial proceedings, appeals, or other similar proceedings which the Company may be entitled to pursue to challenge and/or seek review of a denial of the Company's application to become an RO (collectively, the "**Challenge Proceedings**") shall be subject to a vote of the majority of the Members; for purposes of determining whether to pursue the Challenge Proceedings each Member shall have one (1) vote irrespective of the Percentage of Membership Interest held by such Member;

(ii) negotiate, execute, modify, extend or cancel any contracts, instruments and agreements affecting less than substantially all of the assets of the Company;

(iii) purchase liability and other insurance to protect the Company's assets and business;

(iv) maintain any capital reserve as the Managing Members may determine to be necessary and/or appropriate for future growth and capital expansion opportunities;

(v) determine and make distributions to the Members in accordance with the provisions of Article IV hereof;

(vi) make any and all other expenditures which the Managing Members, in their sole discretion, deem necessary or appropriate in connection with the management of the affairs of the Company and the carrying out of its obligations and responsibilities under this Agreement, including, without limitation, all legal, accounting and other related expenses incurred in connection with the organization, financing and operation of the Company;

(vii) designate a successor Managing Member upon the resignation or removal of one or more of the Managing Members; and

(viii) admit Additional Members to the Company in accordance with the provisions of Section 2.7 hereof and the authority granted to them in this Article V.

(d) No annual meeting of the Members shall be required. Any of the Managing Members may call for a meeting of the Members from time to time for any purpose that such Managing Member may deem appropriate, including, but not limited to, whether to pursue any Challenge Proceedings. Member meetings shall be considered duly called and held if (a) notice of the meeting is given to each Member not less than three (3) business days in advance of the meeting,

or in the case of an emergency one (1) business day. Any Member may attend said meeting in person or by means of telephone conference or video conference.

(e) The Managing Members shall have the authority to make all decisions or take all actions on behalf of the Company pursuant to subparagraph (c) of this Section without obligation to consult with or obtain the approval of any Non-Managing Member, except with regard to the Challenge Proceedings as set forth herein. Each Non-Managing Member agrees that it will not interfere or attempt to interfere (and will cause its Affiliates, and all Persons claiming by or through any of them, not to interfere) directly or indirectly with the conduct of the business of the Company by the Managing Members, or the right of the Managing Members to control and manage the Company, or the taking or failure to take any action hereunder by the Managing Members. Each Non-Managing Member shall indemnify, defend and hold harmless the Company and the Managing Members from and against any and all loss or expense, including reasonable attorneys' fees and expenses, incurred or suffered by the Company or the Managing Members based upon, arising out of, in connection with or by reason of the breach by such Non-Managing Member of the covenants set forth in this subparagraph. This indemnification obligation shall survive the Transfer of the Membership Interest of a Non-Managing Member or the Voluntary Withdrawal or Involuntary Withdrawal of a Non-Managing Member and the dissolution, liquidation or termination of the Company.

(f) A Managing Member may only be dismissed as Managing Member for good cause shown by the unanimous written consent of the other Managing Members. For the purposes of this Agreement, the term "good cause" shall mean any of the following events:

(i) the Managing Member's willful or intentional violation or reckless disregard of the Managing Member's duties to the Company;

(ii) the Transfer of any portion of the Membership Interest of the Managing Member in violation of Section 6.1 or the Voluntary Withdrawal or Involuntary Withdrawal of the Managing Member;

(iii) the Managing Member's breach of any confidentiality provisions under the terms of this Agreement;

(iv) the Managing Member's theft or embezzlement of Company funds, conviction of a drug-related crime, and/or felony conviction;

(v) the Managing Member's engaging in any acts that could cause the Company to fail to be granted or lose its status as an RO under the Compassionate Care Act; or

(vi) the Managing Member's material breach of any other provision of this Agreement or the engagement in willful or intentional acts that is injurious to the Company, monetarily or otherwise, without cure after twenty (20) days written notice thereof from any of the other Managing Members and/or the Board.

(g) Notwithstanding any contrary provision contained in this Agreement, the current Managing Members, or any successor managing Member, may resign as a Managing Member, at any time and for any reason whatsoever, upon giving thirty (30) days prior written notice to each Non-Managing Member. Except as otherwise provided in this Agreement, the Managing Members shall have no liability to the Company or to the Non-Managing Members for any such resignation, except that the resignation shall not be construed as a release or discharge of the Managing Member from any liabilities arising before the effective date of the resignation, which date shall be thirty (30) days after the giving of the resignation notice pursuant to this subparagraph. Notwithstanding such resignation, the Managing Member shall thereafter constitute a Non-Managing Member of the Company.

Section 5.2 Board of Directors.

(a) Upon the granting of RO status to the Company, the Managing Members shall appoint a Board of Directors (the "**Board**") for the purpose of consulting and advising the Managing Members on various matters concerning the management and operation of the Company. The Board shall consist of eleven (11) Members (the "**Board Members**") who may or may not be Members of the Company. Each Managing Member shall retain a permanent seat on the Board, for so long as the Managing Member continues to serve in such capacity. Each Board Member, including each Managing Member, shall have one (1) vote on all matters presented to the Board for its approval.

(b) (i) The Managing Members shall nominate and appoint a Chairman of the Board to serve for a five (5) year term commencing as of the date of that the Company is approved as an RO. The Chairman may be removed by majority vote of the Board for good cause shown by a majority of the Board. For purposes of this Agreement, the term "good cause" shall mean any of the events set forth in Paragraph (f) of Section 5.1 hereof, substituting the term "Chairman" for the term "Managing Member." If the office of Chairman shall become vacant for any reason, including but not limited to removal of the Chairman for good cause, the resignation of the Chairman, or the expiration of the initial five (5) year term, the Board shall select a successor Chairman by majority vote to serve for such term as the Board shall determine.

(ii) Three (3) Board seats will be filled by members of the Company's Clinical Research and Advisory Group (the "**CRAG**") who will be appointed by the Managing Members to serve a two (2) year term on the Board. After this initial two (2) year term, the CRAG shall fill the vacancy and appoint successor Board Members, each to serve for a successive two (2) year term.

(ii) All remaining Board Members shall be appointed by the Managing Members to serve for such terms as the Managing Members shall determine.

(c) The purpose of the CRAG will be to guide the Company with regard to research projects pertaining to the use of medical marijuana. The CRAG will be comprised of

physician leaders with a wide variety of clinical expertise. The physicians involved may include division heads at hospitals throughout New York considered leaders in their respective fields.

(d) No annual or other periodic meeting of the Board shall be required. Any of the Managing Members may call for a meeting of the Board from time to time for any purpose that such Managing Member may deem appropriate and/or for the purpose of discussing or voting on any Major Decision. Such meetings shall be held at mutually convenient times and places. Board meetings shall be considered duly called and held if (a) notice of the meeting is given to each Board Member not less than three (3) business days in advance of the meeting, or in the case of an emergency, one (1) business day. Any Board Member may attend said meeting in person or by means of telephone conference or video conference, or by written proxy signed by the Board Member or by the Board Member's duly authorized attorney in fact. A written record of all votes taken by the Board Members shall be kept by the Managing Members in the Company record book. Any action required or permitted to be taken at any meeting may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, is signed by the number of Board Members that would be required if such action were to take place at a duly called and held meeting at which all Board Members were present, to satisfy the requirements of subparagraph (f) of this Section.

(e) At a meeting of the Board, the presence in person or by proxy of a majority of Board Members shall be required to constitute a quorum to transact business at the meeting. When a quorum is once present to transact business at a meeting of the Board, it is not broken by the subsequent withdrawal of any Board Member.

(f) The Managing Members shall not undertake any of the following actions regarding the business and affairs of the Company (each a "**Major Decision**") without first obtaining the written approval of at least two-thirds (2/3) of the Board Members at a meeting of the Board at which a quorum is present in accordance with the provisions of subparagraph (e) of this Section:

(i) the Company's borrowing of money in excess of $1,000,000.00;

(ii) the Company's engaging in business in any jurisdiction which does not provide for the registration of limited liability companies or in which the Company is prohibited by law from engaging in business;

(iii) the sale, exchange, lease, mortgage pledge, or other transfer of substantially all of the assets of the Company;

(iv) approval of a merger or consolidation of the Company with or into another limited liability company or other business entity;

(v) amending the Operating Agreement or Articles of Organization;

(vi) selecting the Company's legal counsel and selecting the Company's independent accountants for the purposes of conducting any required audits of the Company's books and records; and

(vii) dissolving the Company pursuant to Article VII hereof.

Section 5.3 Business Plan/Officers and Compensation.

(a) The Company's objective is to provide those in need with access to the highest quality medical marijuana in a setting that champions safety and dignity. By creating a comprehensive team of experienced locally and nationally renowned health care providers, the Company will seek to become an industry leader by creating the highest standards for the production and distribution of medical marijuana. The Company also intends to conduct expansive research to enhance knowledge and understanding of the physiology of medical marijuana to provide increased safety to its patients and maximize health benefits to the public. To this end, the Company will apply, pursuant to regulations of the Compassionate Care Act, for licensure as an RO.

(b) The Company intends to have the following officers:

(i) Dean P. Pappas, M.D. shall serve as the Chief Medical Officer of the Company indefinitely, until such time as he may resign or be removed by vote of at least a majority of the Managing Members. Dr. Pappas' duties shall include; defining the overall business strategy and direction of the Company; leading the overall clinical vision for the Company and providing clinical direction to the Board; providing medical oversight, expertise and leadership to ensure the proper functioning of the Company from a medical perspective; and determining strategy, development and implementation of innovative clinical programs that include collaboration with strategic business partners. Dr. Pappas shall receive no compensation for services rendered to the Company unless and until the Managing Members may elect to award such compensation, in their sole discretion.

(ii) Charles A. Todaro shall serve as the Chief Executive Officer of the Company indefinitely, until such time as he may resign or be removed by vote of at least a majority of the Managing Members. Mr. Todaro's duties shall include: reporting to the Board; overseeing the design, variety and quality of plants and product; developing the yearly budget for Board approval; managing Company resources within budget guidelines according to current law and regulations; communicating with and acting as the spokesperson for the Company with the public, including all media, and the Company's management and employees; representing the Company at the activities of, and acting as liaison for the Company in connection with, civic, trade and other organizations and associations at the local, state and national level; and maintaining awareness of both the external and internal competitive landscape, opportunities for expansion, customers, markets, new industry developments and standards. In addition, Mr. Todaro shall serve as the Tax Matters Member in accordance with Section 8.5 hereof. Mr. Todaro shall receive no compensation for services rendered to the Company unless and until the Company is granted status as an RO.

Upon the granting of RO status to the Company, Mr. Todaro shall commence receiving a salary of $125,000 per year. Upon the Company opening its first approved medical marijuana dispensary and generation of revenue in connection therewith (to be determined in the reasonable judgment of a majority of the Managing Members), Mr. Todaro's salary shall be increased to $250,000 per year. Mr. Todaro's salary may be subject to increase or decrease in the discretion of a majority of the Managing Members and shall be paid in equal weekly installments.

(iii) Christopher Etts shall serve as the Chief Operations Officer of the Company indefinitely, until such time as he may resign or be removed by vote of at least a majority of the Managing Members. Mr. Etts' duties shall include providing leadership, management and vision necessary to ensure that the Company has proper administrative and operational controls; and, ensuring that the Company has proper reporting procedures and personnel systems in place to effectively grow the Company and to attain short and long term financial operational goals. Mr. Etts shall receive no compensation for services rendered to the Company unless and until the Company is granted status as an RO. Upon the granting of RO status to the Company, Mr. Etts shall commence receiving a salary of $150,000 per year. Upon the Company opening its first approved medical marijuana dispensary and generation of revenue in connection therewith (to be determined in the reasonable judgment of a majority of the Managing Members), Mr. Etts' salary shall be increased to $250,000 per year. Mr. Etts' salary may be subject to increase or decrease in the discretion of the Managing Members and shall be paid in equal weekly installments.

(iv) Michael J. Driscoll shall serve as the Chief Financial Officer of the Company indefinitely, until such time as he may resign or be removed by vote of at least a majority of the Managing Members. Mr. Driscoll's duties shall include: providing leadership for the continuous evaluation of short and long-term strategic financial objectives; providing timely and accurate analysis of budgets, financial trends and forecasts; developing, implementing, and maintaining a comprehensive job cost system; directing and overseeing all aspects of the finance and accounting functions of the Company; evaluating and advising on the impact of long range planning, introduction of new programs/strategies and regulatory action; providing advice on the financial implications of business activities; managing processes for financial forecasting, budgets and reporting to the Company; providing recommendations to strategically enhance financial performance and business opportunities; ensuring that effective internal controls are in place and compliance with GAAP and applicable federal, state and local regulatory laws and rules for financial and tax reporting. Mr. Driscoll shall receive no compensation for services rendered to the Company unless and until the Company is granted status as an RO. Upon the granting of RO status to the Company, Mr. Driscoll shall commence receiving a salary of $75,000 per year. Upon the Company opening its first approved medical marijuana dispensary and generation of revenue in connection therewith (to be determined in the reasonable judgment of a majority of the Managing Members), Mr. Driscoll's compensation, if any, shall be determined by the Managing Members, in their sole discretion.

Section 5.4 Other Activities of Members.

(a) Except as otherwise expressly provided in subparagraph (b) of this Section, nothing in this Agreement shall be deemed to restrict in any way the rights of any Member, or any Affiliate of any Member, to conduct any other business or activity whatsoever, and no Member shall be accountable to the Company or to any other Member with respect to that business or activity even if the business or activity competes with the Company's business. The organization of the Company shall be without prejudice to the Members' respective rights (or the rights of their respective Affiliates) to maintain, expand, or diversify such other interests and activities and to receive and enjoy profits or compensation therefrom. Each Member waives any rights the Member might otherwise have to share or participate in such other interests or activities of any other Member or its Affiliate.

(b) Each Member understands and acknowledges that the conduct of the Company's business may involve business dealings and undertakings with Members and/or their Affiliates. In any case where the Company engages in business dealings and undertakings with Members and/or their Affiliates, the business dealings and undertakings shall be on terms that, when taken together, are commercially reasonable and competitive in light of the terms that could be obtained in a similar arrangement with qualified, unaffiliated third parties.

Section 5.5 Personal Service. No Member shall be required to perform services for the Company solely by virtue of being a Member. Except as expressly provided herein to the contrary, unless approved by the Members, no Member shall be entitled to compensation for services performed for the Company.

Section 5.6 Limitation on Authority of Non-Managing Members.

(a) No Non-Managing Member is an agent of the Company solely by virtue of being a Member of the Company, and no Non-Managing Member has authority to act for or on behalf of the Company solely by virtue of being a Member of the Company.

(b) The provisions of subparagraph (a) of this Section supersede any authority granted to a Non-Managing Member pursuant to Section 412 of the Law. Any Non-Managing Member who takes any action or binds the Company in violation of this Section shall be solely responsible for any loss, expense and/or liability including reasonable attorneys' fees and expenses, incurred by the Company as a result of the unauthorized action and shall indemnify and hold the Company harmless with respect to such loss, expense and/or liability.

Section 5.7 Exculpation and Indemnification.

(a) Except as otherwise provided by law, no Member or any Affiliate of a Member or any shareholder, partner, member, trustee, fiduciary, director, officer, manager, employee or agent of a Member or an Affiliate of a Member (each an "**Exculpated Person**"), shall be liable in any way for damages to the Company or the other Members for any act or omission by the

Exculpated Person pursuant to this Agreement or otherwise; *provided, however,* that an Exculpated Person shall not be exculpated from any liability pursuant to this subparagraph (a) if a judgment or other final adjudication adverse to such Exculpated Person establishes that: (i) such Exculpated Person's acts or omissions were committed in bad faith or involved intentional misconduct or a knowing violation of law, (ii) such Exculpated Person personally gained in fact a financial profit or other advantage to which such Exculpated Person was not legally entitled, (iii) with respect to a distribution the subject of subdivision (a) of Section 508 of the Law, such Exculpated Person's acts were not performed in accordance with the provisions of Section 409 of the Law, or (iv) such Exculpated Person breached the provisions of this Agreement.

(b) Each Member and each Affiliate of a Member and each shareholder, partner, member, trustee, fiduciary, director, officer, manager, employee or agent of a Member and an Affiliate of a Member (each an "**Indemnified Person**"), shall be indemnified and held harmless by the Company from any claim, demand, loss, damage, liability or expense, including reasonable fees and expenses of counsel and other professionals (collectively the "**Liabilities**") incurred by the Indemnified Person arising out of or in connection with any act or omission by such Indemnified Person pursuant to this Agreement, or the business and affairs of the Company, to the fullest extent permitted by law; *provided, however,* that an Indemnified Person shall not be indemnified and held harmless pursuant to this subparagraph (b) if a judgment or other final adjudication adverse to such Indemnified Person establishes that: (i) such Indemnified Person's acts or omissions were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated, (ii) such Indemnified Person personally gained in fact a financial profit or other advantage to which such Indemnified Person was not legally entitled or (iii) such Indemnified Person breached the provisions of this Agreement.

Section 5.8 Organization Expenses. The Members hereby acknowledges that the Managing Members have engaged the law firm of Albanese & Albanese LLP in connection with the organization of the Company, including, without limitation, the preparation of the Articles of Organization of the Company and this Agreement and such other documents, agreements, registrations and instruments as requested by one or more of the Managing Members and the Members agree that all reasonable legal fees and expenses incurred with respect thereto shall be paid by the Company.

Section 5.9 Power of Attorney.

(a) Each of the Non-Managing Members constitutes and appoints each of the Managing Members, severally, as the Non-Managing Members' true and lawful attorney-in-fact, and in the Non-Managing Member's name, place, and stead, to make, execute, sign, acknowledge, and file:

(i) all documents changing, modifying, amending and/or restating this Agreement or any Exhibit or Schedule attached hereto, made in accordance with the provisions of this Agreement;

(ii) all documents (including amendments to and/or restatements of the Articles of Organization of the Company) which the Managing Member deems appropriate to reflect any change, modification, amendment and/or restatement of this Agreement, or to implement any provision of this Agreement;

(iii) any and all other certificates or other instruments required to be filed by the Company under the laws of the State of New York or of any other state or jurisdiction, including, without limitation, any certificate or other instruments necessary in order for the Company to qualify to do business as a limited liability company under the laws of the State of New York;

(iv) one or more fictitious or trade name certificates;

(v) all documents which may be required to dissolve and terminate the Company and to cancel its Articles of Organization; and

(vi) all documents and instruments required to be filed or submitted by the Company to any governmental entity in connection with the conduct and operation of the business of the Company and/or its compliance with the Compassionate Care Act.

(b) Notwithstanding any provision of this Section to the contrary, the power of attorney herein granted is subject to each of the Non-Managing Member's rights provided in this Agreement and the Managing Members shall not exercise the power of attorney in derogation of such rights.

(c) The foregoing power of attorney is irrevocable and is coupled with an interest, and, to the extent permitted by applicable law, shall survive the Voluntary Withdrawal, Involuntary Withdrawal or Transfer of an Economic Interest of a Non-Managing Member. Each Non-Managing Member shall be bound by any representations made by the Managing Members acting in good faith pursuant to this power of attorney, and each Non-Managing Member hereby waives any and all defenses which may be available to contest, negate, or disaffirm the action of the Managing Members taken in good faith under this power of attorney.

ARTICLE VI
TRANSFER OF INTERESTS AND WITHDRAWAL OF MEMBERS

Section 6.1 **Transfers**. Except as may be otherwise approved by the Managing Members, and subject to compliance with the applicable requirements of the Compassionate Care Act, no Member may Transfer all, or any portion of, or any interest or rights in, the Membership Interest, including Economic Interests, owned by the Member, prior to the dissolution and winding up of the Company. For the purposes of this Section 6.1, a Transfer, directly or indirectly, of any beneficial interest in a Member shall be deemed a Transfer of the Membership Interest of such Member. Each Member hereby acknowledges the reasonableness of this prohibition, in view of the purposes of the Company and the relationship of the Members. The Transfer of any Membership Interests, including Economic Interests, in violation of the provisions of this Section 6.1 shall be deemed invalid, null

and void, and of no force or effect. Any Person to whom Membership Interests, including Economic Interests, are attempted to be transferred, in violation of the provisions of this Section 6.1, shall not be entitled to vote on matters coming before the Members, participate in the management of the Company, act as an agent of the Company, receive distributions from the Company, or have any other rights in, or with respect to, the Membership Interests. Any Member who Transfers all, or any portion of, or any interest or rights in, the Membership Interest of such Member in violation of the provisions of this Section 6.1 shall no longer be considered a Member of the Company and shall forfeit all rights reserved unto the Members of the Company pursuant to this Agreement or the Law, but shall retain its rights to its Economic Interest.

Section 6.2 Voluntary Withdrawal. Except as may be otherwise approved by the Managing Members, and subject to compliance with the applicable requirements of the Compassionate Care Act, the Voluntary Withdrawal of a Member from the Company is prohibited prior to the dissolution and winding up of the Company. Each Member hereby acknowledges the reasonableness of this prohibition in view of the purposes of the Company and the relationship of the Members. Any Voluntary Withdrawal in violation of the provisions of this Section 6.2 shall be deemed invalid, null and void, and of no force or effect, and shall entitle the Company to damages for breach, which may be offset against the amounts otherwise distributable to such Member, and to injunctive relief.

Section 6.3 Involuntary Withdrawal. Immediately upon the occurrence of the Involuntary Withdrawal of a Member, the successor of the Economic Interest of such Member, (the "**Withdrawn Member**") shall thereupon become an Economic Interest Holder, but shall not become a Member; *except*, *however*, if such successor is an existing Member, then such successor shall remain a Member. The successor of the Economic Interest of the Withdrawn Member shall have all the rights of an Economic Interest Holder, but shall not be entitled to receive in liquidation of its Economic Interest, the fair market value of the Economic Interest as of the date of the Involuntary Withdrawal from the Company as provided in Section 509 of the Law.

Section 6.4 Purchase of Membership Interest.

(a) Upon the occurrence of an Involuntary Withdrawal of a Member or the Voluntary Withdrawal of a Member that does not violate the provisions of Section 6.2, above (each a "**Triggering Event**"), the Member with respect to whom a Triggering Event shall have occurred or his/her/its successor in interest (hereinafter referred to as the "**Selling Member**") shall be obligated to sell to the Company and the Company shall be obligated to purchase from the Selling Member the entire Economic Interest of the Selling Member for an amount equal to the Purchase Price and upon such other terms and conditions in accordance with the provisions of this Section.

(b) The purchase price for the Selling Member's Economic Interest shall be equal to the amount the Selling Member would have been entitled to receive pursuant to the provisions of Section 4.1(b), (c) and (d), had the Selling Member continued to be a Member of the Company for a

period of thirty-six (36) months following the occurrence of the Triggering Event (the "**Post Withdrawal Period**") and the Managing Members agreed to distribute during the Post Withdrawal Period all Net Available Cash, Net Loan Proceeds and Capital Receipts attributable to the Company's operations during the Post Withdrawal Period (the "**Purchase Price**"). In addition to the Purchase Price, the Company shall also pay to the Selling Member the unpaid interest and principal of any Member Loans due by the Company to the Selling Member. The repayment of such Member Loan shall not constitute a part of the Purchase Price to be paid to the Selling Member in consideration for the Company's acquisition of the Selling Member's Economic Interest.

(c) The closing of the sale of the Economic Interest of the Selling Member pursuant to this Section (the "**Closing**") shall take place at the Company's office, or at another location agreed to by the parties, within ninety (90) days after the date of the occurrence of the Triggering Event to the Selling Member (the "**Triggering Event Date**"). At the Closing: (i) the Selling Member shall deliver to the Company a duly executed assignment of the Selling Member's entire Economic Interest and such other instruments as may be reasonably required to vest in the Company the entire Economic Interest of the Selling Member, free and clear of all liens and encumbrances thereon, (ii) the Company shall pay to the Selling Member the unpaid interest and principal of any Member Loans due by the Company to the Selling Member and (iii) the Selling Member and the Company shall enter into an agreement (the "**Selling Agreement**") whereby the Company agrees to pay the Purchase Price to the Selling Member in three (3) installments as follows: (1) the first installment shall be paid within thirty (30) days after the end of the First Period in an amount equal to the portion of the Purchase Price attributable to Net Available Cash, Net Loan Proceeds and Capital Receipts generated from the Company's operations during the First Period, (2) the second installment shall be paid within thirty (30) days after the end of the Second Period in an amount equal to the portion of the Purchase Price attributable to Net Available Cash, Net Loan Proceeds and Capital Receipts generated from the Company's operations during the Second Period and (3) the third installment shall be paid within thirty (30) days after the end of the Third Period in an amount equal to the portion of the Purchase Price attributable to Net Available Cash, Net Loan Proceeds and Capital Receipts generated from the Company's operations during the Third Period. For purposes of this Section, the "**First Period**" shall mean the period commencing on the Triggering Event Date and ending twelve (12) months thereafter, the "**Second Period**" shall mean the period commencing on the thirteenth (13th) month anniversary of the Triggering Event Date and ending twelve (12) months thereafter and the "**Third Period**" shall mean the period commencing on the twenty-fifth (25th) month anniversary of the Triggering Event Date and ending twelve (12) months thereafter.

(d) The Selling Member shall pay any and all transfer or similar taxes imposed by any governmental authority in connection with the transfer of its Economic Interest pursuant to this Section, and the Selling Member and the Company shall promptly execute, acknowledge and file any tax returns required by any governmental authority. If the Selling Member shall have received any distributions from the Company pursuant to Section 4.1 (other than pursuant to subparagraph (a) thereof) on account of the First Year Distribution after the date of the Triggering Event and on or before the date of the Closing, the total amount thereof shall be credited against the portion of the

Purchase Price payable by the Company to the Selling Member at the Closing as and for the First Year Distribution. If the Selling Member shall default in consummating the sale of its Economic Interest in accordance with this Section within the time herein provided, in addition to any other remedies available to the Company, the Company shall have the right to have the provisions of this Section specifically enforced by order of any court having jurisdiction; *except that* in lieu of the Purchase Price, the Company shall have the right to compel the Selling Member to sell his/her/its Economic Interest for an amount equal to eighty (80%) percent of the Purchase Price.

(e) Notwithstanding any provision set forth in this Section to the contrary, no Transfer pursuant to this Section shall relieve the Selling Member from any duty or obligation owed to the Company or the other Members that occurred prior to the Triggering Event or shall constitute a waiver or release of claims with respect thereto.

(f) Upon the consummation of the purchase of the Economic Interest of the Selling Member pursuant to this Section, the Selling Member shall have no further interest of any kind (Membership Interest, Economic Interest or otherwise) in the Company or the Company's assets. For the purposes hereof, the consummation of the purchase of the Economic Interest of the Selling Member shall be deemed to occur upon the date of the Closing and the execution of the Selling Agreement.

(g) A Member's execution of this Agreement and/or an agreement to be bound by the terms and conditions thereof shall constitute an acknowledgment and agreement by the Member that, given the difficulty and expense involved in connection with any other method of determining the value of the Economic Interest of the Member, the provisions of this Article are fair and reasonable and do not constitute or act as a penalty to the Member.

Section 6.5. Additional Transfer Restrictions.

(a) No Member shall be permitted to Transfer any portion of its Membership Interest or take any other action which would cause the Company or any Pass-Through Entity to be (i) treated as a "publicly traded partnership" within the meaning of Code Section 7704 or (ii) classified as a corporation within the meaning of Code Section 7701(a).

(b) No Member shall be permitted to Transfer all or any portion of its Membership Interest or to take any other action (including, in the case of any Member which is a corporation, limited liability company or partnership or a partner or member of a partnership or limited liability company which is a Member, a Transfer of any interest in such partnership, limited liability company or corporation or in the partners, members or shareholders thereof) which would result in a termination of the Company or any Pass-Through Entity as a partnership within the meaning of Code Section 708(b)(1)(B) (a "**Tax Termination**"), without the approval of the Members.

(c) Unless arrangements concerning withholding are reasonably approved by the Members (if such withholding is required of the Company), no Member shall be permitted to

Transfer all or any portion of its Membership Interest to any Person, unless such Person is a United States Person as defined in Code Section 7701(a)(30) and is not subject to withholding of any federal tax.

(d) Notwithstanding compliance with the other provisions of this Article VI, no Member shall be permitted to Transfer any portion of its Membership Interest or take any other action which would violate the registration requirements of any applicable securities laws or if an opinion of counsel to the Company, prepared at the expense of the transferor or the transferee, reasonably satisfactory to the Members indicates that such Transfer may be effected without registration.

(e) No Member shall be permitted to Transfer any portion of his/her/its Membership Interest or take any other action which would cause the Company to lose or in any way jeopardize its status as an RO or in any way violate the provisions of the Compassionate Care Act.

ARTICLE VII
DISSOLUTION, LIQUIDATION, AND TERMINATION OF THE COMPANY

Section 7.1 **Dissolution**. The Company shall be dissolved upon the happening of any one of the following events:

(a) upon the affirmative vote of at least two-thirds (2/3) of the Board;

(b) upon the Company being denied status of an RO, or, if upon having been granted RO status, the Company's status of an RO is terminated, provided, however, that dissolution pursuant to the paragraph shall not be effective unless and until the time within which the Company may exercise any and all remedies, legal or otherwise, to challenge such denial or termination has expired;

(c) upon the Involuntary Withdrawal of the last remaining Member of the Company, or at any other time that there are no Members of the Company; *provided, however* the Company shall not be dissolved pursuant to this subparagraph (b), if the Economic Interest Holders, if any, holding in the aggregate two-thirds or more of the Percentages, within one hundred eighty (180) days after the occurrence of the Involuntary Withdrawal or other event that terminated the continued membership of the last remaining Member, agree, in writing, to continue the business of the Company pursuant to the terms of this Agreement (each Economic Interest Holder who agrees, in writing, to continue the business of the Company shall automatically be admitted to the Company, as a Member, provided that such Economic Interest Holder executes and delivers to the Company a counterpart of this Agreement thereby agreeing to the restrictions and liabilities of a Member under this Agreement and to be liable for the unfulfilled obligations of the predecessor of the Economic Interest to such Economic Interest Holder to make Capital Contributions in accordance with this Agreement with respect to the portion of the Economic Interest transferred to such Economic Interest Holder); or,

(d) upon the entry of a decree of judicial dissolution under Section 702 of the Law.

Section 7.2 **Procedure for Winding Up and Distribution**. If the Company is dissolved, the Managing Members shall wind up the affairs of the Company, or if there are no Managing Members, the Liquidator shall wind up the affairs of the Company. On winding up of the Company, the assets of the Company (other than cash) shall be sold to third parties for cash and then all cash of the Company shall be distributed in accordance with Article IV of this Agreement.

Section 7.3 **Timing Requirements of Treasury Regulations**. Notwithstanding anything in this Article VII to the contrary, in the event the Company is "liquidated" within the meaning of Regulation Section 1.704-1(b)(2)(ii)(g), distributions shall be made to the Economic Interest Holders who have positive Capital Account balances pursuant to Article IV herein in a manner that complies with Regulation Section 1.704-1(b)(2)(ii)(b)(2); *provided, however,* a liquidation occurring as a result of a Tax Termination shall not require an actual distribution of Company assets, but shall instead be treated as a constructive liquidation and reformation for tax purposes only in the manner required pursuant to Regulation Section 1.708-1(b)(1)(iv).

Section 7.4 **Filing of Articles of Dissolution**. If the Company is dissolved, the party or parties responsible for winding up the affairs of the Company as provided in Section 7.2 hereof, shall promptly file Articles of Dissolution with the New York State Department of State.

ARTICLE VIII
BOOKS, RECORDS, ACCOUNTING, AND TAX ELECTIONS

Section 8.1 **Bank Accounts**. All funds of the Company shall be deposited in a bank account or accounts opened in the Company's name. The Managing Members shall determine the institution or institutions at which the accounts will be opened and maintained, the types of accounts, and the Persons who will have authority with respect to the accounts and the funds therein.

Section 8.2 **Books and Records**. The Managing Members shall keep or cause to be kept complete and accurate books and records of the Company as required under Section 1102 of the Law as well as supporting documentation of transactions with respect to the conduct of the Company's business. The books and records shall be maintained in accordance with sound accounting practices and shall be available at the Company's principal office for examination by any Member or the Member's duly authorized representative at any and all reasonable times during normal business hours.

Section 8.3 **Annual Accounting Period**. The annual accounting period of the Company shall be its taxable year. The Company's taxable year shall be selected by the Managing Members, subject to the requirements and limitations of the Code.

Section 8.4 **Reports**. Within one-hundred twenty (120) days after the end of each taxable year of the Company, the Managing Members shall cause to be sent to each Person who was a

Member at any time during the taxable year then ended a complete accounting of the affairs of the Company for the taxable year then ended. In addition, within seventy five (75) days after the end of each taxable year of the Company, the Members shall cause to be sent to each Person who was an Economic Interest Holder at any time during the taxable year then ended, tax information concerning the Company which is necessary for preparing the Economic Interest Holder's income tax returns for that year. At the request of any Member, and at the Member's expense, the Managing Members shall cause an audit of the Company's books and records to be prepared by independent accountants for the period requested by the Member.

Section 8.5 **Tax Matters Member**. The Managing Members hereby initially designate Charles A. Todaro to be the Company's tax matters Member ("**Tax Matters Member**"). The Tax Matters Member shall have all powers and responsibilities provided in Code Section 6221, *et seq*. The Tax Matters Member shall keep all Managing Members informed of all notices from government taxing authorities which may come to the attention of the Tax Matters Member. The Company shall pay and be responsible for all reasonable third-party costs and expenses incurred by the Tax Matters Member in performing those duties. A Member shall be responsible for any costs incurred by the Member with respect to any tax audit or tax-related administrative or judicial proceeding against any Member, even though it relates to the Company. The Tax Matters Member shall not compromise any dispute with the Internal Revenue Service without the prior written approval of the Managing Members. The Managing Members may designate any other Managing Member to act as the Tax Matters Member from time to time.

ARTICLE IX
GENERAL PROVISIONS

Section 9.1 **Assurances**. Each Member shall execute all certificates and other documents and shall do all such filing, recording, publishing, and other acts as the Managing Members deem appropriate to comply with the requirements of law for the formation and operation of the Company and to comply with any laws, rules, and regulations relating to the acquisition, operation, or holding of the property of the Company.

Section 9.2 **Notifications**. Any notice, demand, consent, election, offer, approval, request, or other communication (collectively a "notice") required or permitted under this Agreement must be in writing and delivered by either: (i) certified mail, return receipt requested, with postage prepaid, or (ii) a nationally recognized overnight courier, with delivery charges prepaid. Notices shall be addressed to the applicable Member at the address for said Member set forth in the preamble to this Agreement or to such other address as applicable Member may specify in writing by notice given to the Company in accordance with this provision. Any notice to the Company must be addressed to the Company at the Company's principal office. Any Member may change its address for notices by notifying the Company in accordance with this provision. Each notice mailed shall be deemed given on the third business day following the date of mailing and each notice delivered by overnight courier shall be deemed given when delivered, or if delivery is refused, upon the date of said refusal, except that any notice advising the Company or any Member of a change of address of the Member

or the Company, as the case may be, shall not be deemed given until actually received by the party to whom such notice is addressed or delivery of said notice is refused by the intended recipient.

Section 9.3 **Specific Performance**. The parties recognize that irreparable injury will result from a breach of any provision of this Agreement and that money damages will be inadequate to fully remedy the injury. Accordingly, in the event of a breach or threatened breach of one or more of the provisions of this Agreement, any party who may be injured (in addition to any other remedies which may be available to that party) shall be entitled to one or more preliminary or permanent orders (i) restraining and enjoining any act which would constitute a breach or (ii) compelling the performance of any obligation which, if not performed, would constitute a breach.

Section 9.4 **Estoppel Certificate**. Each Non-Managing Member shall, within ten (10) days after written request by the Managing Members deliver to the Managing Members a certificate stating, to the Non-Managing Member's knowledge, that: (a) this Agreement is in full force and effect; (b) this Agreement has not been modified except by any instrument or instruments identified in the certificate; and (c) there is no default hereunder by the Managing Member, or if there is a default, the nature and extent thereof. If the certificate is not received by the Managing Member within said 10-day period, the Managing Members shall execute and deliver the certificate on behalf of the requested Non-Managing Member, without qualification, pursuant to the power of attorney granted in Article V of this Agreement.

Section 9.5 **Complete Agreement**. This Agreement constitutes the complete and exclusive statement of the agreement among the Members with respect to the subject matter hereof and entirely supersedes all prior written and oral statements, including any and all prior agreements, understandings, arrangements, representations, statements, communications, conditions, or warranties made by, between or among the Members. Except as expressly provided otherwise herein, this Agreement may only be amended with the approval of the Board in accordance with the provisions of Section 5.2(b)(v) hereof; *provided, however,* that no amendment of this Agreement that (i) changes the obligation of a Member to make a Capital Contribution pursuant to Section 3.1 or 3.2, (ii) alters the allocation for tax purposes of Profit or Loss, Gain on Disposition, Loss on Disposition, Tax Credits or other tax allocations as set forth in Article IV hereof or (iii) alters the manner for computing distributions in accordance with the provisions of Article IV hereof, shall be made without the written consent of each Member adversely affected thereby.

Section 9.6 **Investment Representations**. Each Member hereby represents and warrants to the Company and each other Member as follows:

(a) Such Member acknowledges that:

(i) the Economic Interest owned by it has not been registered under the Securities Act of 1933, the New York State securities act or any other state securities laws (collectively, the "**Securities Acts**") because the Company is issuing (or a Member has transferred) such Economic Interest in reliance upon exemptions from the registration requirements contained in

the Securities Acts for issuances not involving a public offering and based, in part, upon the representation of each Member hereto that such Member is an "accredited investor" as such term is defined in Rule 501 of Regulation D promulgated under the Securities Act of 1933;

(ii) the Company (or the transferor of an Economic Interest) has relied upon the fact that the Economic Interest is to be held by such Member for investment purposes only, and not with a view to any resale or distribution thereof; and

(iii) the Company is under no obligation to register or qualify the Economic Interest or to assist any Member in complying with any exemption from registration under the Securities Acts if such Member wishes to Transfer the Economic Interest.

(b) Each Member is acquiring the Economic Interest for his or its own account, for investment purposes only, and not with a view to the resale or distribution thereof, unless there are effective registrations or other qualifications relating thereto under applicable Securities Acts, or unless the Member delivers to the Company the opinion of counsel reasonably satisfactory to the Managing Member.

(c) Before acquiring the Economic Interest, each Member investigated the Company and its business, and the Company made available to it all information necessary to make an informed decision to acquire the Economic Interest.

(d) Nothing contained in this Section is intended to be construed as an admission that any Economic Interest is a "security" for purposes of any of the Securities Acts or other applicable law.

Section 9.7 **Confidentiality**. Each Member (including, for purposes of this Section each employee, representative or other agent of such Member) hereby agrees that it shall not, directly or indirectly, knowingly divulge, furnish or make available to any third person, without the Managing Members' prior written consent, any confidential information concerning the affairs of the Company nor shall any Member speak publicly regarding the affairs of the Company except as provided in this Agreement with respect to Charles Todaro. Notwithstanding the foregoing, nothing herein shall prevent any Member from (a) responding to lawful subpoenas or court orders without the Managing Members' prior written consent; provided that each Managing Member shall have been given prior written notice of any such subpoena promptly following receipt thereof, (b) disclosing any confidential information to the extent such disclosure is required by any governmental entity, regulatory authority, self-regulatory organization, law or regulation or (c) disclosing such confidential information to its attorneys, accountants and other advisors under duties of confidentiality. Each Member may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of (i) the arrangements contemplated herein and (ii) any of their transactions, and all materials of any kind (including opinions or other tax analyses) that are provided to the Member relating to such tax treatment and tax structure.

Section 9.8 **Applicable Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of New York (without giving effect to New York's principles of conflicts of law).

Section 9.9 **Article and Section Titles**. The headings herein are inserted as a matter of convenience and reference only and do not define, limit, or describe the scope of this Agreement or the intent of the provisions hereof and shall not be given any effect in connection with the interpretation or construction of any provision of this Agreement.

Section 9.10 **Binding Provisions**. This Agreement is binding upon, and inures to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal and legal representatives, successors, and permitted assigns.

Section 9.11 **Exclusive Jurisdiction and Venue**.

(a) Any suit involving any dispute or matter arising under this Agreement may only be brought in any New York State Court, located in either Nassau County or Suffolk County, New York and having jurisdiction over the subject matter of the dispute or matter. All Members hereby consent to, and agree to submit to, the exclusive jurisdiction of said Courts in any action or proceeding brought in connection with this Agreement and the parties irrevocably submit to jurisdiction in said Courts and hereby waive any defense of inconvenient forum. The Members agree that service of process in any action or proceeding brought against any Member may be made by delivering a copy of the legal process to the applicable Member, at the most recent address for said Member in the records of the Member either by any nationally recognized overnight courier or by mailing the process by certified mail, with postage prepaid and depositing same with the United States Postal Service, or by any other method authorized by applicable law. Nothing contained in this Section shall affect the right of any Member to serve legal process in any other manner permitted by law.

(b) In any action or suit to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs and other expenses. This provision shall survive the termination of the Membership Interest of any Member and the dissolution, liquidation or termination of the Company.

Section 9.12 **Terms**. Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular, and plural, as the identity of the Person may in the context require.

Section 9.13 **Separable Provisions**. Each provision of this Agreement shall be considered separable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid. It is the desire and intent of the parties hereto that the terms, provisions and covenants contained in this Agreement shall be enforceable to the fullest extent

permitted by law. If any term or provision of this Agreement or the application thereof to any party or circumstances is determined to be illegal, invalid or otherwise unenforceable by a court of competent jurisdiction, then the remainder of this Agreement, and the application of such term or provision to a party or circumstances other than those as to which it is held invalid and unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 9.14 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. This Agreement shall be deemed fully executed when each party hereto has signed at least one counterpart, even though no single counterpart contains the signature of all parties. This Agreement shall not be binding or effective upon any party until properly executed and delivered by the respective party.

Section 9.15 Waiver. Neither the failure nor delay of any party in exercising any right under this Agreement nor the waiver by any party of any right under this Agreement shall constitute a waiver of any other or additional right of such party. Any single or partial exercise of any right shall not preclude the exercise of any other or additional right except if the time specified herein for exercise of the other or additional right has expired. The waiver of any breach hereunder shall not be deemed to be a waiver of any other or any subsequent breach hereof.

Section 9.16 Electronic Transmission. This Agreement may be executed by electronically transmitted signatures which shall be binding on the parties hereto and be deemed to be the equivalent of an original ink signed signature for all purposes of this Agreement.

[Signature Pages Follows]

IN WITNESS WHEREOF, the parties have executed, or caused this Agreement to be executed, as of the date set forth hereinabove.

MANAGING MEMBERS:

Name: Dean P. Pappas, MD

Name: Charles A. Todaro

Name: Christopher Etts

Name: Michael J. Driscoll

NON-MANAGING MEMBERS:

NEPENTHEA HOLDINGS LLC

By:
Name: Dean P. Pappas, MD
Title: Managing Member

By:
Name: Christopher Etts
Title: Managing Member

[Signature Pages Continue on Next Page]

IN WITNESS WHEREOF, the parties have executed, or caused this Agreement to be executed, as of the date set forth hereinabove.

MANAGING MEMBER:

Name:

NON-MANAGING MEMBER:

Name: Sunil Abrol

	Initial Capital Contributions of Non-Managing Members			
Non-Managing Member Name and Address	**Effective Date**	**RO Approval Date**	**Total**	**Percentage**
Sunil Abrol [redacted]	$ [redacted]	$ [redacted]	$ [redacted]	[redacted]%
NEPENTHEA HOLDINGS LLC c/o Christopher Etts [redacted]	0.00	0.00	0.00	61.0%
OTHER NON-MANAGING MEMBERS	$ 375,000.00	$3,325,000.00	$3,700,000.00	18.0%
Total	$ [redacted]	$ [redacted]	$ [redacted]	[redacted]%

IN WITNESS WHEREOF, the parties have executed, or caused this Agreement to be executed, as of the date set forth hereinabove.

MANAGING MEMBER:

Name:

NON-MANAGING MEMBER:

Name: JOINT VENTURE ASSOCIATES, LLC
Managing Partner

	Initial Capital Contributions of Non-Managing Members			
Non-Managing Member Name and Address	**Effective Date**	**RO Approval Date**	**Total**	**Percentage**
JOINT VENTURE ASSOCIATES, LLC c/o Derick T. George 4 The Overlook Poquott, New York 11733	$ 75,000.00	$ 575,000.00	$ 650,000.00	3.0%
NEPENTHEA HOLDINGS LLC c/o Christopher Etts [redacted]	0.00	0.00	0.00	61.0%
OTHER NON-MANAGING MEMBERS	$ 375,000.00	$3,325,000.00	$3,700,000.00	18.0%
Total	$ 450,000.00	$3,900,000.00	$4,350,000.00	82.0%

IN WITNESS WHEREOF, the parties have executed, or caused this Agreement to be executed, as of the date set forth hereinabove.

MANAGING MEMBER:

Name:

NON-MANAGING MEMBER:

Name: Dr. Jules Garbus

	Initial Capital Contributions of Non-Managing Members			
Non-Managing Member Name and Address	**Effective Date**	**RO Approval Date**	**Total**	**Percentage**
Dr. Jules Garbus [redacted]	$ [redacted]	$ [redacted]	$ [redacted]	[redacted]
NEPENTHEA HOLDINGS LLC c/o Christopher Etts [redacted]	0.00	0.00	0.00	61.0%
OTHER NON-MANAGING MEMBERS	$ 375,000.00	$3,325,000.00	$3,700,000.00	18.0%
Total	$ [redacted]	$ [redacted]	$ [redacted]	[redacted]

IN WITNESS WHEREOF, the parties have executed, or caused this Agreement to be executed, as of the date set forth hereinabove.

MANAGING MEMBER:

Name: [redacted]

NON-MANAGING MEMBER:

Name: Dr. Jeffrey Martin

	Initial Capital Contributions of Non-Managing Members			
Non-Managing Member Name and Address	Effective Date	RO Approval Date	Total	Percentage
Dr. Jeffrey Martin [redacted]	$ [redacted]	$ [redacted]	$ [redacted]	[redacted]
NEPENTHEA HOLDINGS LLC c/o Christopher Etts [redacted]	0.00	0.00	0.00	61.0%
OTHER NON-MANAGING MEMBERS	$ 375,000.00	$3,325,000.00	$3,700,000.00	18.0%
Total	$ [redacted]	$ [redacted]	$ [redacted]	[redacted]%

IN WITNESS WHEREOF, the parties have executed, or caused this Agreement to be executed, as of the date set forth hereinabove.

MANAGING MEMBER:

Name:

NON-MANAGING MEMBER:

Name: Dr. Bimal Massand

	Initial Capital Contributions of Non-Managing Members			
Non-Managing Member Name and Address	**Effective Date**	**RO Approval Date**	**Total**	**Percentage**
Dr. Bimal Massand [redacted]	$ [redacted]	$ [redacted]	$ [redacted]	[redacted]%
NEPENTHEA HOLDINGS LLC c/o Christopher Etts [redacted]	0.00	0.00	0.00	61.0%
OTHER NON-MANAGING MEMBERS	$ 375,000.00	$3,325,000.00	$3,700,000.00	18.0%
Total	$ [redacted]	$ [redacted]	$ [redacted]	[redacted]%

IN WITNESS WHEREOF, the parties have executed, or caused this Agreement to be executed, as of the date set forth hereinabove.

MANAGING MEMBER:

Name: DEAN FALIS

NON-MANAGING MEMBER:

Name: JOSEPH QUAGLIATA

	Initial Capital Contributions of Non-Managing Members			
Non-Managing Member Name and Address	**Effective Date**	**RO Approval Date**	**Total**	**Percentage**
JOSEPH QUAGLIATA [redacted]	$ [redacted]	$ [redacted]	$ [redacted]	[redacted]%
NEPENTHEA HOLDINGS LLC c/o Christopher Etts [redacted]	0.00	0.00	0.00	61.0%
OTHER NON-MANAGING MEMBERS	$ 450,000.00	$3,450,000.00	$3,900,000.00	18.0%
Total	$ [redacted]	$ [redacted]	$ [redacted]	[redacted]%

IN WITNESS WHEREOF, the parties have executed, or caused this Agreement to be executed, as of the date set forth hereinabove.

MANAGING MEMBER:

Name:

NON-MANAGING MEMBER:

TOMI CAPITAL PARTNERS, LLC

By: _____
Name: Lloyd Groveman
Title: Member

	Initial Capital Contributions of Non-Managing Members			
Non-Managing Member Name and Address	**Effective Date**	**RO Approval Date**	**Total**	**Percentage**
Tomi Capital Partners, LLC 4 Park Drive East Old Westbury, New York 11568	$ 75,000.00	$ 575,000.00	$ 650,000.00	3.0%
NEPENTHEA HOLDINGS LLC c/o Christopher Etts [redacted]	0.00	0.00	0.00	61.0%
OTHER NON-MANAGING MEMBERS	$ 375,000.00	$3,325,000.00	$3,700,000.00	18.0%
Total	$ 450,000.00	$3,900,000.00	$4,350,000.00	82.0%

IN WITNESS WHEREOF, the parties have executed, or caused this Agreement to be executed, as of the date set forth hereinabove.

MANAGING MEMBER:

Name: Charles A. Todaro

NON-MANAGING MEMBER:

Name: ALAN LIPP

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	Initial Capital Contributions of Non-Managing Members			
Non-Managing Member Name and Address	Effective Date	RO Approval Date	Total	Percentage
ALAN LIPP [redacted]	$ [redacted]	$ [redacted]	$ [redacted]	[redacted]%
NEPENTHEA HOLDINGS LLC c/o Christopher Etts [redacted]	0.00	0.00	0.00	55.0%
OTHER NON-MANAGING MEMBERS	$ 525,000.00	$4,475,000.00	$5,000,000.00	24.0%
Total	$ [redacted]	$ [redacted]	$ [redacted]	[redacted]%

IN WITNESS WHEREOF, the parties have executed, or caused this Agreement to be executed, as of the date set forth hereinabove.

MANAGING MEMBER:

Name: Charles A. Todaro

NON-MANAGING MEMBER:

MDB HOMES CORP.

Name: DAVID HALPERN, MD
Title: PRESIDENT, MDB HOMES CORP.

	Initial Capital Contributions of Non-Managing Members			
Non-Managing Member Name and Address	**Effective Date**	**RO Approval Date**	**Total**	**Percentage**
MDB HOMES CORP. 52 Donald Street East Williston, New York 11596	$ 75,000.00	$ 575,000.00	$ 650,000.00	3.0%
NEPENTHEA HOLDINGS LLC c/o Christopher Etts [redacted]	0.00	0.00	0.00	55.0%
OTHER NON-MANAGING MEMBERS	$ 525,000.00	$4,475,000.00	$5,000,000.00	24.0%
Total	$ 600,000.00	$5,050,000.00	$5,650,000.00	82.0%

IN WITNESS WHEREOF, the parties have executed, or caused this Agreement to be executed, as of the date set forth hereinabove.

MANAGING MEMBER:

Name:

NON-MANAGING MEMBER:

ON THE FRINGE, LLC

Name: Lawrence Lin
Title: member

	Initial Capital Contributions of Non-Managing Members			
Non-Managing Member Name and Address	**Effective Date**	**RO Approval Date**	**Total**	**Percentage**
ON THE FRINGE, LLC 977 North Broadway North Massapequa, New York 11758	$ 75,000.00	$ 575,000.00	$ 650,000.00	3.0%
NEPENTHEA HOLDINGS LLC c/o Christopher Etts [redacted]	0.00	0.00	0.00	52.0%
OTHER NON-MANAGING MEMBERS	$ 600,000.00	$5,050,000.00	$5,650,000.00	27.0%
Total	$ 675,000.00	$5,625,000.00	$6,300,000.00	82.0%

EXHIBIT A

IN WITNESS WHEREOF, the parties have executed, or caused this Agreement to be executed, as of the date set forth hereinabove.

MANAGING MEMBER:

Name: DEAN [illegible]

NON-MANAGING MEMBER:

Name: PRADEEP BANSAL

	Initial Capital Contributions of Non-Managing Members			
Non-Managing Member Name and Address	**Effective Date**	**RO Approval Date**	**Total**	**Percentage**
[NON-MANAGING MEMBER] [Address] [Address]	$ 75,000.00	$ 575,000.00	$ 650,000.00	3.0%
NEPENTHEA HOLDINGS LLC c/o Christopher Etts [redacted]	0.00	0.00	0.00	40.0%
OTHER NON-MANAGING MEMBERS	$ 900,000.00	$7,350,000.00	$8,250,000.00	39.0%
Total	$ 975,000.00	$7,925,000.00	$8,900,000.00	82.0%

IN WITNESS WHEREOF, the parties have executed, or caused this Agreement to be executed, as of the date set forth hereinabove.

MANAGING MEMBER:

Name: Christopher Etts

NON-MANAGING MEMBER:

Name: PAUL BIGILIN

	Initial Capital Contributions of Non-Managing Members			
Non-Managing Member Name and Address	**Effective Date**	**RO Approval Date**	**Total**	**Percentage**
PAUL BIGILIN [redacted]	$ [redacted]	$ [redacted]	$ [redacted]	[redacted]%
NEPENTHEA HOLDINGS LLC c/o Christopher Etts [redacted]	0.00	0.00	0.00	48.0%
OTHER NON-MANAGING MEMBERS	$ 750,000.00	$6,200,000.00	$6,950,000.00	33.0%
Total	$ [redacted]	$ [redacted]	$ [redacted]	[redacted]%

EXHIBIT A

NEPENTHEA LLC

GLOSSARY OF DEFINED TERMS

"**Additional Member**" shall have the meaning specified in Section 2.7.

"**Adjusted Capital Account Deficit**" means, with respect to any Member, the deficit balance, if any, in the Member's Capital Account as of the end of the relevant tax year, after giving effect to the following adjustments:

(i) the deficit shall be decreased by any amounts which the Member is obligated to restore or is deemed obligated to restore to the Company pursuant to Regulation Sections 1.704-1(b)(2)(ii)(b)(3) and 1.704-1(b)(2)(ii)(c) and including any amounts described in the penultimate sentences of Regulation Sections 1.704-2(g)(1) and 1.704-2(i)(5); and

(ii) the deficit shall be increased by the items described in subparagraphs (4), (5) and (6) of Regulation Section 1.704-1(b)(2)(ii)(d).

"**Affiliate**" means, with respect to any Member, any Person: (i) which owns 50% or more of the voting interests in the Member; or (ii) in which the Member owns 50% or more of the voting interests; or (iii) in which 50% or more of the voting interests are owned by a Person who has a relationship with the Member described in clause (i) or (ii) above; or (iv) who otherwise controls, is controlled by, or under common control with, the Member; *provided, however,* the Company or any Subsidiary Entity shall not be considered an Affiliate of any Member. The term "control" (including, with correlative meaning, the terms "controlled by" and "under common control with"), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

"**Agreement**" means this Operating Agreement, as amended from time to time.

"**Board**" shall have the meaning specified in Section 5.2.

"**Business Plan**" shall have the meaning specified in Section 5.3.

"**Capital Account**" means the account to be maintained by the Company for each Member in accordance with the following provisions:

(i) a Member's Capital Account shall be credited with the Member's Capital Contributions, the amount of any Company liabilities assumed by the Member (or which are secured by Company property distributed to the Member), the Member's distributive share of Profit, Gain on Disposition and any item in the nature of income or gain specially allocated to the Member pursuant to the provisions of Article IV (other than Section 4.8(c)); and

(ii) a Member's Capital Account shall be debited with the amount of money and the fair market value of any Company property distributed to the Member, the amount of any liabilities of the Member assumed by the Company (or which are secured by property contributed by the Member to the Company), the Member's distributive share of Loss, Loss on Disposition and any item in the nature of expenses or losses specially allocated to the Member pursuant to the provisions of Article IV (other than Section 4.8(c)).

If any Economic Interest is transferred pursuant to the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent the Capital Account is attributable to the transferred Economic Interest. If the book value of Company property is adjusted pursuant to Section 4.8(c), the Capital Account of each Member shall be adjusted to reflect the aggregate adjustment in the same manner as if the Company had recognized gain or loss equal to the amount of such aggregate adjustment. It is intended that the Capital Accounts of all Members shall be maintained in compliance with the provisions of Regulation Section 1.704-1(b)(2)(iv), and all provisions of this Agreement relating to the maintenance of Capital Accounts shall be interpreted and applied in a manner consistent with the Regulations.

"**Capital Contribution**" means the total amount of cash and the fair market value of any other assets contributed (or deemed contributed under Regulation Section 1.704-1(b)(2)(iv)(d)) to the Company by a Member, net of liabilities assumed or to which the assets are subject.

"**Capital Expenditures**" means all cash expenditures of the Company for the acquisition or improvement of any property, whether tangible or intangible, real or personal, that are properly chargeable to capital account with respect to such property pursuant to the provisions of the Code or the Regulations, including all cash expenditures for the acquisition of any Subsidiary Interest and for any capital contributions and/or loans made to any Subsidiary Entity.

"**Capital Receipts**" means (i) the sum of (A) the proceeds received by the Company from the sale, exchange or any other disposition of all or any portion of the assets of the Company, including any Subsidiary Interest, *plus* (B) any proceeds distributed to the Company from any Subsidiary Entity on account of the sale, exchange or any other disposition of all or any portion of the assets of the Subsidiary Entity, *reduced* by (ii) the sum of (A) any Capital Expenditures required by the Members to be made from the proceeds described in clause (i), *plus* (B) amounts used by the Members from the proceeds described in clause (i) to repay any indebtedness of the Company (other than any loans made by Members to the Company), *plus* (C) any and all expenses incurred by the Company in connection with the sale, exchange or other disposition described in clause (i), *plus* (D) amounts set aside from the proceeds described in clause (i) as reserves for anticipated expenditures (including Capital Expenditures) and working capital requirements of the Company established from time to time by the Members.

"**Capital Return**" means an amount equal to four percent (4 %) percent per annum, compounded annually (to the extent not distributed pursuant to Section 4.1(b)), on the Undistributed Capital of each Member, for the period commencing on the date the Initial Capital Contribution (or remaining portion thereof that has not been repaid, such repayments to be applied on a first in first

out basis, pursuant to Section 4.1(c)) is made or is deemed made pursuant to the terms of this Agreement, and ending on the day prior to the date the Capital Return is being determined.

"**Code**" means the Internal Revenue Code of 1986, as amended, or any corresponding provision of any succeeding law.

"**Company**" means the limited liability company formed in accordance with this Agreement.

"**Company Accounting Year**" means and refers to the accounting year of the Company ending December 31 of each calendar year or such shorter fiscal period during such year for which a relevant determination is being made under this Agreement.

"**Company Minimum Gain**" has the meaning ascribed to the term "Partnership Minimum Gain" in Regulation Section 1.704-2(d)(1) (and includes the Company's share of the "Partnership Minimum Gain" of any Pass-Through Entity). Company Minimum Gain shall be computed in a manner consistent with the Regulations under Code Section 704(b).

"**Compassionate Care Act**" shall have the meaning specified in Section 2.3.

"**Economic Interest**" means a Person's share of the Profits and Losses from operations and Gains on Dispositions and Losses on Dispositions of the assets of the Company, and the right to receive distributions from the Company, including such Person's Percentage and Capital Account.

"**Economic Interest Holder**" - Any Person who holds an Economic Interest, whether as a Member or an unadmitted assignee of a Member.

"**Effective Date**" shall have the meaning specified in the preamble of this Agreement.

"**Exculpated Person**" shall have the meaning specified in Section 5.7(a).

"**Gain on Disposition**" or "**Loss on Disposition**" means the gain or loss, as the case may be, of the Company for federal income tax purposes: (i) arising from a sale, exchange or other taxable disposition (including casualty or condemnation) of all or any portion of the assets of the Company, including the Property and any Subsidiary Interest, and (ii) the Company's allocated share of the gain or loss arising from a sale, exchange or other taxable disposition (including casualty or condemnation) of all or any portion of the assets of any Pass-Through Entity. Gain on Disposition or Loss on Disposition with respect to any disposition of all or a portion of contributed property shall be computed by reference to the agreed upon fair market value of the property disposed of (as adjusted for book purposes from time to time), notwithstanding that the adjusted tax basis of such property may differ from such agreed upon fair market value.

"**Indemnified Person**" shall have the meaning specified in Section 5.7(b).

"**Initial Capital Contribution**" means a Capital Contribution pursuant to Section 3.1.

"**Involuntary Withdrawal**" means, with respect to any Member, the occurrence of any of the following events:

(i) the Member makes an assignment for the benefit of creditors;

(ii) the Member files a voluntary petition of bankruptcy;

(iii) the Member is adjudged bankrupt or insolvent or there is entered against the Member an order for relief in any bankruptcy or insolvency proceeding;

(iv) the Member files a petition seeking for the Member any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation;

(v) the Member seeks, consents to, or acquiesces in the appointment of a trustee for, receiver for, or liquidation of the Member or of all or any substantial part of the Member's properties;

(vi) the Member files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the Member in any proceeding described in clauses (i) through (v) above;

(vii) the Member fails to provide any information to the Company as required under the Compassionate Care Act, or, upon the occurrence of any event, becomes disqualified to continue to be a Member of the Company pursuant to any provision of the Compassionate Care Act.

(viii) any proceeding against the Member seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation, continues for one hundred twenty (120) days after the commencement thereof, or the appointment of a trustee, receiver, or liquidator for the Member or all or any substantial part of the Member's properties without the Member's agreement or acquiescence, which appointment is not vacated or stayed for one hundred twenty (120) days or, if the appointment is stayed, for one hundred twenty (120) days after the expiration of the stay during which period the appointment is not vacated;

(ix) if the Member is an individual, the Member's death, incapacity or adjudication by a court of competent jurisdiction as incompetent to manage the Member's person or property;

(x) if the Member is acting as a Member by virtue of being a trustee of a trust, the termination of the trust;

(xi) if the Member is a partnership or limited liability company, the dissolution and commencement of winding up of the partnership or limited liability company;

(xii) if the Member is a corporation, the dissolution of the corporation or the revocation of its charter; or

(xiii) if the Member is an estate, the distribution by the fiduciary of the estate's entire interest in the Company.

"**Law**" means the New York Limited Liability Company Law, as amended from time to time.

"**Liquidator**" means the individual designated to wind up the affairs of the Company pursuant to the provisions of Section 7.2, by those Members owning a majority of the Percentages then owned by Members, or if there are no Members, by those Economic Interest Holders owning a majority of the Percentages.

"**Major Decision**" shall have the meaning specified in Section 5.2.

"**Managing Member**" shall mean Dean P. Pappas, MD, Charles A. Todaro, Christopher Etts, and Michael J. Driscoll.

"**Member**" means each Person signing this Agreement and any Person who subsequently is admitted as a member of the Company, whether such Person is a Managing Member or a Non-Managing Member.

"**Member Loans**" shall have the meaning specified in Section 3.7.

"**Member Nonrecourse Debt Minimum Gain**" means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if such Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Regulation Section 1.704-2(i)(2).

"**Member Nonrecourse Debt**" has the meaning ascribed to the term "Partner Nonrecourse Debt" set forth in Regulation Section 1.704-2(b)(4).

"**Member Nonrecourse Deductions**" has the meaning ascribed to the term "Partner Nonrecourse Deductions" set forth in Regulation Section 1.704-2(i). The amount of Member Nonrecourse Deductions with respect to a Member Nonrecourse Debt for a Company Accounting Year equals the excess, if any, of: (i) the net increase, if any, in the amount of the Company Minimum Gain attributable to such Member Nonrecourse Debt during such Company Accounting Year, over (ii) the aggregate amount of any distributions during such year to the Member that bears the economic risk of loss for such Member Nonrecourse Debt to the extent such distributions are from proceeds of such Member Nonrecourse Debt and are allocable to an increase in Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined according to the provisions of Regulation Section 1.704-2(i).

"**Membership Interest**" means all of the rights of a Member in the Company, including a Member's: (i) Economic Interest; (ii) right to inspect the Company's books and records; (iii) right to participate in the management of and vote on matters coming before the Company to the extent provided in Article V of this Agreement; and (iv) right to act as an agent of the Company to the extent provided in this Agreement.

"**Net Available Cash**" with respect to any Company Accounting Year, means (i) the sum of all cash receipts of the Company during the Company Accounting Year from all sources (including Capital Contributions, cash on hand at the beginning of the Company Accounting Year to the extent

not held in reserves, and any funds released during the Company Accounting Year from cash reserves previously established), *minus* (ii) the sum of (A) Capital Receipts, (B) Net Loan Proceeds and (C) Operating Costs.

"**Net Loan Proceeds**" means (i) the sum of (A) the proceeds of any loan, or from the refinancing of any loan, made to the Company, *plus* (B) any amount released from cash deposit or escrow accounts established under any loan made to the Company that is permitted to be distributed to the Members by the lender thereof, *plus* (C) the proceeds distributed to the Company by any Subsidiary Entity on account of any loan, or the refinancing any loan, made to the Subsidiary Entity or on account of any amount released from cash deposit or escrow accounts established under any loan to any Subsidiary Entity, *reduced* by (ii) the sum of (A) any Capital Expenditures required by the Members to be made from the proceeds described in clause (i), *plus* (B) amounts used by the Members from the proceeds described in clause (i) to repay other indebtedness of the Company (other than any loans made by the Members to the Company), *plus* (C) any and all expenses incurred by the Company in connection with the loan, refinancing or release described in clause (i), *plus* (D) amounts set aside from the proceeds described in clause (i) as reserves for anticipated expenditures (including Capital Expenditures) and working capital requirements of the Company established from time to time by the Members.

"**Non-Managing Member**" means any Member who is not a Managing Member.

"**Nonrecourse Deductions**" has the meaning set forth in Regulation Section 1.704-2(c). The amount of Nonrecourse Deductions for a Company Accounting Year equals the excess, if any, of the net increase, if any, in the amount of Company Minimum Gain during that fiscal year, over the aggregate amount of any distributions during that fiscal year of proceeds of a Nonrecourse Liability that are allocable to an increase in Company Minimum Gain, determined according to the provisions of Regulation Section 1.704-2(c).

"**Nonrecourse Liability**" has the meaning set forth in Regulation Section 1.704-2(b)(3).

"**Operating Costs**" means the sum of (i) all cash expenditures of the Company made during the Company Accounting Year for current costs and expenses (except to the extent constituting a reduction in computing Net Loan Proceeds or Capital Receipts for the Company Accounting Year), including payments of: (A) interest and principal or other monetary obligations due under any loan made to the Company (but, *excluding* payments of interest and principal due under any Member Loan), (B) accounting, legal and auditing fees, (C) real estate taxes, (D) public or private utility charges, (E) sales and use taxes, payroll taxes, withholding taxes and other taxes or governmental charges and (F) all other operating costs and expenses actually paid with respect to the Company's business or reimbursed to Members; *plus* (ii) any Capital Expenditures required by the Members to be made during the Company Accounting Year (except to the extent constituting a reduction in computing Net Loan Proceeds or Capital Receipts for the Company Accounting Year); *plus* (iii) amounts set aside as reserves for anticipated expenditures (including Capital Expenditures) and working capital requirements of the Company established from time to time during the Company

Accounting Year by the Members (except to the extent constituting a reduction in computing Net Loan Proceeds or Capital Receipts for the Company Accounting Year).

"**Pass-Through Entity**" means any corporation, partnership, association, limited liability company or other entity in which the Company owns a direct or indirect interest, that is treated as a partnership or an "S corporation" for federal income tax purposes.

"**Percentage**" means, as to a Member, the percentage set forth opposite the Member's name on Exhibit B, as amended from time to time, and as to a successor of the Economic Interest of a Member who was not admitted as a Member of the Company, the percentage on Exhibit B, as amended from time to time, set forth opposite the name of the Member whose Economic Interest has been acquired by such successor, to the extent the successor has succeeded to that Member's Economic Interest.

"**Person**" means and includes an individual, corporation, partnership, association, limited liability company, trust, estate, or other entity.

"**Profit**" or "**Loss**" means, for each Company Accounting Year, an amount equal to the Company's taxable income or loss for such Company Accounting Year (determined without regard to any items of income, gain, loss or deduction taken into account in computing the Company's Gain on Disposition or Loss on Disposition for such Company Accounting Year), determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in computing such taxable income or loss), including the Company's allocated share of taxable income or loss from any Pass-Through Entity, with the following adjustments:

(i) any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing taxable income or loss, shall be added in computing Profit or Loss;

(ii) any expenditures of the Company described in Code Section 705(a)(2)(B) (or treated as such pursuant to Regulation Section 1.704-1(b)(2)(iv)(i)) and not otherwise taken into account in computing taxable income or loss, shall be included in computing Profit or Loss;

(iii) in the event the agreed fair market value of any property of the Company is adjusted pursuant to Regulation Section 1.704-1(b)(2)(iv)(f) or other pertinent Sections of such Regulations, the amount of such adjustment shall be taken into account as Gain on Disposition or Loss on Disposition of such property for purposes of computing Profit or Loss; and in lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account depreciation, amortization or other cost recovery computed with reference to the book value of such property (if different from its adjusted tax basis) pursuant to Regulation Section 1.704-1(b)(2)(iv)(g) for such Company Accounting Year; and

(iv) notwithstanding any other provisions, any items which are specially allocated pursuant to Sections 4.5(b), 4.7, 4.8 and 4.9 shall not be taken into account in computing Profit or Loss.

"**Regulation**" means the federal income tax regulations, including any temporary regulations, from time to time promulgated under the Code.

"**RO**" shall have the meaning specified in Section 2.3.

"**RO Approval Date**" means the date that the Company is approved as an RO by the New York State Department of Health.

"**Securities Act**" shall have the meaning specified in Section 9.6.

"**Subscription Agreement**" means with respect to each Non-Managing Member, the subscription agreement entered into between the Company and the Non-Managing Member setting forth the terms and conditions of the Non-Managing Member's purchase of a Membership Interest, including the obligation to make a Capital Contribution to the Company.

"**Subsidiary Entity**" means any corporation, partnership, association, limited liability company or other entity in which the Company owns a direct or indirect interest, including any Pass-Through Entity.

"**Subsidiary Interest**" means any direct or indirect interest owned by the Company in a Subsidiary Entity, including any direct or indirect interest owned by the Company in a Pass-Through Entity.

"**Tax Credits**" means any credit (whether or not refundable) against income taxes authorized pursuant to the provisions of any federal, state or local law, allocated to the Company by any Pass-Through Entity or which the Company is otherwise entitled to allocate to the Members.

"**Tax Matters Member**" shall have the meaning specified in Section 8.5.

"**Tax Termination**" shall have the meaning specified in Section 6.6(b).

"**Transfer**" when used as a noun: means any sale, hypothecation, pledge, assignment, attachment, or other transfer, whether voluntary or by operation of law; and, when used as a verb: means to sell, hypothecate, pledge, assign, or otherwise transfer, whether voluntarily or by operation of law.

"**Undistributed Capital**" means with respect to each Member, the Initial Capital Contributions made or deemed made from time to time to the Company by the Member or its predecessor in interest, less all distributions previously made to the Member or its predecessor in interest on account thereof pursuant to Section 4.1(c).

"**Undistributed Capital Return**" means with respect to each Member, an amount equal to the Capital Return of the Member accrued for all periods prior to the date the Undistributed Capital Return is being determined, less all distributions made to the Member or its predecessor in interest pursuant to Section 4.1(b).

"**Voluntary Withdrawal**" means a Member's disassociation with the Company by means other than a Transfer or an Involuntary Withdrawal.

"**Withdrawn Member**" shall have the meaning specified in Section 6.3.

EXHIBIT B

NEPENTHEA LLC

LIST OF MEMBERS AND PERCENTAGES

Name and Address	**Percentages**
Managing Members:	
Dean P. Pappas, M.D. [redacted]	[redacted]
Charles A. Todaro [redacted]	
Christopher Etts [redacted]	
Michael J. Driscoll [redacted]	
Non-Managing Members:	
Nepenthea Holdings, LLC c/o Christopher Etts [redacted]	48.0%
Other Non-Managing Members set forth on the Signature Pages to this Agreement	34.0%
TOTAL	**100.0%**

Local 338

JOHN R. DURSO
President

JOSEPH FONTANO
Secretary-Treasurer

RWDSU/UFCW

JACK CAFFEY JR.
Executive Vice President

DEBRA BOLLBACH
Recorder

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

May 26, 2015

Re: Labor Peace Agreement between Local 338, RWDSU/UFCW and Nepenthea, LLC

Dear Commissioner Zucker,

Local 338, RWDSU/UFCW ("Local 338") is a labor organization, as defined in 29 U.S.C. § 402(i) and 29 U.S.C. § 152(5), representing close to 20,000 employees in New York State and its environs.

The enclosed document entitled, Neutrality Agreement, is intended in part to satisfy and comply with the requirement, under the New York Public Health Law, that an applicant (Nepenthea, LLC) seeking a license to conduct business relating to the use of medical marijuana in New York State submit proof that it has entered into a labor peace agreement with a bona-fide labor organization that is actively engaged in representing or attempting to represent the applicant's employees. See Public Health Law §§ 3360(14), 3365(1)(III), 3365(3)(VII), 3365(6)(IV), and 3365(7).

The Neutrality Agreement contains explicit language which protects the State's proprietary interests by prohibiting Local 338 from engaging in picketing, work stoppages, boycotts, and any other economic interference with the business of an entity licensed to engage in the business relating to the use of medical marijuana in New York State.

Should any changes in the Neutrality Agreement be necessary for an applicant to comply with the Public Health Law, please feel free to communicate with us directly.

Thank you for your consideration.

Sincerely,

Joseph Fontano
Secretary-Treasurer

LABOR PEACE / NEUTRALITY AGREEMENT
BY AND BETWEEN
NEPENTHEA, LLC
AND
LOCAL 338, RWDSU/UFCW

By this Agreement dated May 26, 2015, Nepenthea LLC (the "Employer") and Local 338, RWDSU/UFCW, 1505 Kellum Place, Mineola, New York (the "Union") hereby establish the following procedure to address the Union's efforts to organize employees in any existing or new facility owned or operated by the Employer in which the employees are not represented by a labor organization:

1. The term, "employees," used herein shall include all full time and part-time employees, including, but not limited to, pharmacists, pharmacy technicians, dispensaries, consultants, drivers, growers, retail, manufacturers, trimmers, and anyone else performing work for or on behalf of the Employer, and shall exclude only who are statutorily excluded by the National Labor Relations Act ("NLRA").

2. Within ten (10) days after receiving written notice of the Union's intent, the Employer agrees to furnish the Union with a complete list of employees in the shop designated in the notice, including job classifications, departments, street addresses, telephone numbers and e-mail addresses. The Employer agrees to thereafter provide updated lists as reasonably requested. The Employer waives the right under the NLRA to file any petition with the National Labor Relations Board for any election in connection with the invocation of this Agreement and agrees to refrain from directly or indirectly supporting any such petition.

3. The Employer agrees to take a neutral approach to unionization of employees. Neutrality means that the Employer will neither help nor hinder the Union's organizing effort by, for example, directly or indirectly demeaning by word or deed the Union or its representatives, or directly or indirectly supporting or assisting in any way any person or group who may oppose the Union. The Employer agrees not to communicate to any employee that it disfavors the Union or the signing of authorization cards, or that they may suffer adverse consequences for supporting the Union or signing cards. The Employer also agrees that it, and its managers, supervisors and other representatives will refer to the Union by name and not as "third party," "outsider" or in similar manner. The parties will conduct themselves with mutual respect for each other during any organizing effort.

4. During organizing efforts, the Employer's managers, supervisors and other representatives will remain neutral and will refrain from communicating with employees about how they should respond to the Union. The Employer agrees to inform all of its managers, supervisors and representatives of this obligation and that the Employer has no objection to employees supporting the Union or engaging in union activities, including meeting with Union representatives or signing authorization cards. The Employer will promptly terminate any violation of this provision and immediately act to discourage any additional violation, including disciplining any manager' or supervisor - or terminating its relationship with any independent contractor representative - who violates it. The Employer agrees to take prompt action to

mitigate the effects of any violation, including informing employees of the Employer's position on organizing and the rights of employees to organize.

5. The Employer agrees to permit Union representatives access to the workplace to communicate with employees, including through the distribution of materials. Union representatives will not disrupt the Employer's operations or unreasonably interfere with employee production.

6. The facility's highest level manager will meet with and tell employees that the Employer has no objection to employees meeting with Union representatives, supporting the Union or signing authorization cards. That manager will also tell employees that the Employer is neutral in their selection of union representation.

7. If the Union provides evidence in support of its claim that a majority of employees have designated the Union as their collective bargaining representative, the Employer will recognize the Union as such representative of the employees in the bargaining unit described in the Union's notice invoking this provision and will extend this Agreement to them.

8. If both the Union and the Employer mutually agree that additional Agreement provisions are necessary for the new unit or if the National Labor Relations Board or a court determines that the parties may not lawfully extend this Agreement to the unit, the parties agree to bargain in good faith over a collective bargaining agreement to cover the employees. The parties agree to commence bargaining within 20 business days from the date the neutral verifies the Union's majority. If they are unable to agree to a collective bargaining agreement, the parties agree to submit all open provisions and issues to final and binding interest arbitration. If they are unable to select an arbitrator, the parties shall select an arbitrator to set the open provisions and resolve any other issues in accordance with the procedures of this Agreement's arbitration provision.

9. The parties agree to resolve any dispute over the interpretation of this provision through expedited arbitration. The parties will invoke expedited arbitration by requesting an arbitrators list from the American Arbitration Association. Within 10 days of receiving AAA's arbitrators' list, the parties will submit their struck lists to the AAA. The parties agree that AAA will follow its labor arbitration rules to select an arbitrator based on the list or lists the parties submit. The AAA will strictly apply its rule requiring struck lists to be timely submitted in accordance with this provision. The arbitrator will hear the dispute on either the first or second date the arbitrator is available and issue an award within 20 days thereafter. The parties will equally share the arbitrator's fees and costs.

10. The parties agree that the arbitrator has the authority to direct the breaching party to specifically perform its obligations under this provision. The arbitrator may award a penalty of up to $10,000 for willful breaches. A willful breach is one that clearly violated this provision and was not corrected after the aggrieved party provided notice of it to the violating party. The parties consent to the entry of the arbitrator's award as the order of judgment of a United States District Court, without notice.

11. The Union and the Employer recognize that this Agreement is in their mutual best interests and therefore agree to prevent evasion of the terms of this Agreement through the use of contractors and/or subcontractors. To comply with the spirit of this Agreement, the Employer shall, as a condition of its relationship with any contractor and/or subcontractor require that: (a) the contractor and/or subcontractor enter into a neutrality agreement with the Union; and (b) immediately notify the Union when seeking to form a business relationship with the contractor and/or subcontractor.

12. Labor Peace Agreement: In the event that the Union attempts to organize the Employer's employees or actually represents the Employer's employees at any particular location, then the Union hereby promises that it will not at any time covered by this agreement engage in any picketing, work stoppages, boycotts or any other economic interference with the Employer's business at that location, provided the employer has not violated any of the terms of this agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this 26th day of May 2015, by their duly authorized representatives.

LOCAL 338, RWSDU/UFCW

By: _____

Date: 5/26/15

Name: Joseph Fontano

Title: Sec - Treasurer.

Witness: _____

Nepenthea LLC

By: _____

Date: 5/26/15

Name: Charles A. Todaro

Title: Chief Executive Officer

Witness: _____
PATRICIA FRANZA

New York State Department of Health
Medical Marijuana Program
Application for Registration as a Registered Organization
Attachment G

Vendor/Consultant	Purposes	Costs up to Application Submission	Accrued	TOTAL
Albanese & Albanese	Legal	29,380		29,380
Executive Strategies LLC	Consulting	47,500	66,500	114,000
Robert G. Bruechert, Attorney at Law	Consulting	3,954	1,500	5,454
Sal Ferrara, CRCD, Architect	Architecture/Engineering	32,500	32,500	65,000
Bulbulyan Consulting	Consulting	30,000	105,000	135,000
Digital Gardener	Consulting	-	1,250	1,250
Benjamin Murolo, CPA	Auditing and Accounting	-	5,000	5,000
Philadelphia Insurance Companies	Surety Bond	50,000	-	50,000
		193,334	211,750	405,084

SECURITY INFORMATION BOOKLET

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http://www.ilsny.com

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NEPENTHEA LLC.

Security Plan Final

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Nepenthea LLC

AUDIT REPORT OF FINANCIAL STATEMENTS

May 21, 2015

Nepenthea LLC
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May 21, 2015

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Financial Statements

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S. BENJAMIN MUROLO CPA
81 HUNTINGTON ROAD
GARDEN CITY, NY 11530
516-316-2733
516-320-8026 fax

Independent Auditor's Report

Members of Nepenthea LLC
Garden City, NY 11530

Report on the Financial Statements

We have audited the accompanying financial statements of Nepenthea LLC, which comprise the balance sheet as of May 21, 2015, and the related statements of income, changes in members' equity, and cash flows for the period then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Nepenthea LLC as of May 21, 2015, and the results of its operations and its cash flows for the period then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

The accompanying financial statements have been prepared assuming that the entity will continue as a going concern. As discussed in Note 5 to the financial statements, the entity cannot operate in accordance with its business purpose unless the entity receives approval as a Registered Organization status from the New York State Department of Health. If this approval is not received there is substantial doubt about its ability to continue as a going concern. Management's plans in regard to these matters are also described in Note 5. The financial statements do not include any adjustments that might result from the outcome of this uncertainty. Our opinion is not modified with respect to this matter.

Garden City, New York
May 27, 2015

Nepenthea LLC

Balance Sheet

May 21, 2015

ASSETS		
Current Assets		
Cash	$	42,752
Subscriptions receivable held in escrow (Note 3)		4,925,000
TOTAL CURRENT ASSETS		4,967,752
LIABILITIES AND MEMBERS' EQUITY		
Current Liabilities		
Accrued expenses	$	165,734
TOTAL CURRENT LIABILITIES		165,734
MEMBERS' EQUITY		
Members' Equity		4,802,018
Total Members' Equity		4,802,018
TOTAL LIABILITIES AND MEMBERS' EQUITY	$	4,967,752

Nepenthea LLC

Income Statement and Changes in Members' Equity

From inception February 3, 2015 to May 21, 2015

REVENUES		
EXPENSES		
Organization costs	$	297,982
Total Expenses		297,982
Net Loss	$	(297,982)
Members' contributions	$	175,000
Members' contributions held in escrow		4,925,000
Members Equity at inception February 3, 2015		-
Members' Equity at May 21, 2015	$	4,802,018

Nepenthea LLC

Statement of Cash Flows

From inception February 3, 2015 to May 21, 2015

Cash Flows From Operating Activities	
Net Loss	$ (297,982)
Adjustments to reconcile change in members equity to net cash used by operating activities:	
increase in escrow receivable	(4,925,000)
increase in accrued expenses	165,734
Total adjustments	(4,759,266)
Net cash used by operating activities	(5,057,248)
Cash flows from investing activities:	
Net cash provided/used by investing activities	
Cash flows from financing activities	
member contributions	175,000
member contributions held in escrow	4,925,000
Net cash provided by financing activities	5,100,000
NET INCREASE IN CASH	42,752
CASH, BEGINNING OF YEAR	-
CASH, END OF YEAR	$ 42,752

Supplemental Information:

Interest expense paid	$ -
Income taxes paid	$ -

NOTE 1 – NATURE OF ORGANIZATION

Nepenthea LLC is a limited liability corporation organized in the state of New York on February 3, 2015. Its purpose is to apply to the New York State Department of Health to become a registered organization ("RO") under the New York State Compassionate Care Act and the regulations promulgated thereunder. If such registration is granted the LLC will be granted to acquire, cultivate, possess, manufacture, process, sell, deliver, transport, distribute, and/or dispense medical marijuana as authorized by the Compassionate Care Act, in Suffolk County New York (and considering other locations) and to engage in any lawful business activity and do any and all things necessary, convenient and incidental thereto.

NOTE 2- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of accounting- The accompanying financial statements include all accounts of the Organization and have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America which include some specialized requirements set forth in publications of the Financial Accounting Standards Board.

Use of Estimates- The preparation of financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash - Cash includes investments in highly liquid instruments with maturities of three months or less.

Income Taxes - The Organization is a limited liability company. For federal income tax purposes it is a disregarded entity and may be classified as a partnership, corporation, S corporation or an entity disregarded as separate from its owner by applying the rules in Regulations section 301.7701-3. The organization recognizes the effect of income tax positions only if those positions are more likely than not of being sustained. The organization did not have any material unrelated business tax liability for the period ending May 21, 2015 since the organization did not exist.

NOTE 3- SUBSCRIPTION RECEIVABLES – HELD IN ESCROW

Albanese & Albanese LLP are the escrow agents for the company and are holding the subscriber funds in escrow. At May 21, 2015 they were holding $4,925,000. The escrow agent shall continue to hold these funds in escrow until the New York State Department of Health (NYSDOH) makes a final determination with respect to the application to be submitted by the Company to become a registered organization ("RO") under the New York State Compassionate Care Act. If the Company receives written notice from the NYSDOH that the Company's application was approved upon delivering a copy to the escrow agent, the escrow agent is authorized and directed by Subscriber and the Company to release the balance from escrow to the Company.

NOTE 4- SUBSEQUENT EVENTS

Subsequent events have been evaluated through May 27, 2015, which is the date the financial statements were available to be issued. Subsequent to the balance sheet date of May 21, 2015 the company is expected to raise additional funds of $4,550,000 {adding the $4,925,000 equals the total of $9,550,000 stated in the subscription agreement}. Subsequent to the balance sheet date they have collected $650,000 of that amount.

The company is in preliminary negotiations to lease a warehouse in Central Islip to grow the product. To maintain the premises, rent is expected to be paid for $30,000 a month from July to September 2015.

NOTE 5- ABILITY TO CONTINUE AS A GOING CONCERN

This financial statement is being prepared for the purpose of obtaining approval with the New York State Department of Health (NYSDOH) under the Compassionate Care Act. If the approval is not obtained then there is substantial doubt about the entity's ability to continue as a going concern.

NOTE 6 – CONCENTRATION OF CREDIT RISK

All funds including subscription receivables held in escrow are being held at one banking institution. The FDIC insures funds up to $250,000 per account. Escrow is insured per individual in the escrow account for $250,000.

Staffing Plan

Nepenthea LLC is first and foremost a patient-centric health care company. Founded, funded, and governed by nationally recognized leading healthcare professionals, the vision of the company is to improve the quality of life and reduce pain and suffering for patients. When Governor Andrew M. Cuomo and the New York State Legislature enacted the Compassionate Care Act, a group of like-minded physicians set out to create a company that would function as a health care system, not unlike traditional health care systems. The members of the company are prominent physicians and other health care professionals who have devoted their lives to helping others. Nepenthea is not owned by big business nor are its roots in marijuana cultivation. Nepenthea, at its core, is a healthcare company whose members have decades of success in the practice of medicine and the stewardship of major healthcare systems in New York State. The overarching premise of Nepenthea, is the delivery of the highest quality medical marijuana to the residents of New York State. To accomplish this goal, Nepenthea has secured the services of one of the most experienced cultivators of medical marijuana in the industry. We are confident that our healthcare expertise coupled with our unparalleled cultivation acumen will result in exceptional delivery of the highest quality product to those in need.

The managing members of Nepenthea sought to create a diverse Board of Directors to guide the company and ensure the company functions at the highest medical and ethical levels. The eleven member Board of Directors is comprised of leading physicians from a wide array of medical and surgical specialties, a highly successful former Chief Executive Officer of a New York State hospital system, a former president of the Healthcare Association of New York, a prominent Bishop who represents a vast underserved Long Island community and a widely respected Rabbi.

Nepenthea created the Clinical Research and Advisory Group (CRAG) comprised of physicians with national and international reputations to guide research programs. The company have garnered support from major New York State health care systems and are eager to work with our partners to advance the science behind medical marijuana. Nepenthea has also created a Division of Addiction Prevention and Management and a Division of Bioethics to deal with the unique issues surrounding the use of medical marijuana.

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Nepenthea has assembled an exceptional security team capable of protecting patients and caregivers as well as preventing diversion. The company currently has commitments from forty-five highly trained security personnel, (Sworn Law Enforcement, Active and Retired). The staff will consist of current and former Investigating Detectives, Section, Squad, Unit, Bureau Supervisors, Emergency Service Personnel, Tactical Patrol Force Officers, Homicide, and Narcotics Investigators. All staff possesses the experience, expertise, and special skill sets necessary for the implementation of the Nepenthea LLC Security Program. Nepenthea is confident the detailed security plan will be flawlessly implemented. We also have strong working relationships with our local and state police force to allow for a seamless interaction between our security team and local law enforcement.

The Chairman of the Board of Directors, Mr. Joseph Quagliata

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Mr. Daniel Sisto also sits on the board of Nepenthea.

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Dean P. Pappas, MD, MBA, a founding and managing member, will hold the title of Chief Medical Officer. Dr. Pappas is regarded as one of the top colorectal surgeons in the tri-state area. As Dr. Pappas holds advanced degrees in medicine and business, he is uniquely positioned to help guide the company as Nepenthea grows. Dr. Pappas was instrumental in assembling the group of highly qualified physicians that committed to the company both financially and professionally. This unique coalition of physicians have come together to form the Clinical Research and Advisory Group (CRAG) that will lead Nepenthea in its research efforts to further the knowledge base regarding medical marijuana. Dr. Marvin Corman, a preeminent internationally renowned academic surgeon, whose contribution to the advancement medicine is second to none will chair the CRAG.

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To handle financial aspectsof the company, Dr. Michael Driscoll, also a managing member will serve as Chief Financial Officer. Dr. Driscoll during his time on Wall Street, [redacted] has obtained a doctorate from the University of Pennsylvania. [redacted] in [redacted]. Dr. Driscoll possesses the financial acumen to run a highly successful company and comply with all New York State regulations.

Mr. Charles Todaro, also a founding and managing member, will be Nepenthea's Chief Executive Officer. Mr. Todaro brings extensive experience as an executive and manager at several different healthcare companies. As a New York State licensed Certified Public Accountant, he brings a rigorous code of ethics to Nepenthea. From a compliance and regulatory perspective, Mr. Todaro past experience as an auditor, advisor and consultant to public and private industry will help ensure Nepenthea is able to comply with all applicable state and local laws in accordance with the Compassionate Care Act's medical marijuana program.

Mr. Christopher Etts, a founding and managing member will hold the title of Chief Operating Officer. Mr. Etts has spent the past twenty-six years in the medical supply and pharmaceutical distribution industry. [redacted]. Mr. Etts' expertise in pharmaceutical distribution will be paramount in the successful delivery of the highest grade medical marijuana to our patients.

Assuming the role of Chief Compliance Officer will be Mr. Thomas W. Egan. [redacted]. Mr. Egan studied accounting while attending Manhattan College at night and [redacted]. Upon graduation in June 1959, Mr. Egan was drafted into the United States Army where he served on active duty in the US from September 1959 until August 1960 and then in South Korea from September 1960 until August 1961. Mr. Egan earned the Korea Defense Medal and the Good Conduct Medal. For the next two years Mr. Egan served as a Sergeant in the Active Reserve where he was in charge of a platoon. He then served in the Standby Reserve until August 1965 when he was honorably discharged. Mr. Egan is a Fellow in the Healthcare Financial Management Association and has served as President of

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the organization from 1973 to 1974. He is the recipient of all of the merit awards given by the association

He was also an Adjunct Professor at SUNY at Stony Brook from 1976-1982 where he taught "The Financial Management of Health Care Organizations

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Additional members of the Board of Directors include Alan Lipp, MD, Derrick George, MD, MBA, Bimal Massand, MD, Bishop R.W. Harris, and Dr. Robert S. Widom, Rabbi.

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He will use his expertise to provide guidance to Nepenthea LLC. Additionally, Dr. Lipp is a gastroenterologist in practice in [redacted] for 18 years. He has a special interest in inflammatory bowel disease (IBD). He is excited to help run research projects to expand the knowledge base regarding how medical marijuana can be of benefit to patients with IBD and other conditions.

Derick T. George, MD, MBA, a Columbia University College of Physicians and Surgeons trained anesthesiologist, is a

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the last year, Dr. George has successfully completed a three-year MBA program in Management at Adelphi University. As a practicing anesthesiologist, with over 24 years of clinical experience, Dr. George is an excellent clinician, a dedicated leader and proven administrator. He has diligently provided safe, quality anesthesia care to countless patients suffering from a multitude of chronic illnesses, some of which can be improved with medical marijuana, especially chronic pain syndromes. As a member of the Board of Nepenthea, Dr. George offers experience leadership and a quest for quantifying the special effects of medical marijuana as it relates to anesthesia outcome and chronic pain management.

Dr. Bimal Massand, a highly respected physician, board certified in both pediatrics and anesthesiology holds a seat on the Board of Directors. Dr. Massand has been practicing medicine in New York for the over twenty-three years. He is driven to reduce suffering and relishes the instantaneous relief he can provide to his patients. His interest in the relief of pain and suffering and extensive experience in taking care of children as a fully trained pediatrician and anesthesiologist makes him uniquely qualified to participate in research activities that will continue to seek answers for maladies that may be helped by judicious use of medical marijuana

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Board member, Bishop R. W. Harris, a Silver Life Member of the Freeport/Roosevelt NAACP, has been involved with the NAACP since he was seventeen years old starting with the Harlem Branch. At the age of [redacted] he traveled on the NAACP bus to the March on Washington where Dr. Martin Luther King, Jr. delivered the "I Have a Dream" speech. Bishop Harris' civil rights pursuits continued after he joined the NYS Housing Police Department, where he was a leader in a successful lawsuit against the NYC Housing Police Department for their unfair treatment of Black Police Officers (Guardians Association). Bishop Harris, a John Jay College Criminal Justice graduate, as well as, a graduate of the F.B.I. National Academy, retired from law enforcement as a Detective Lieutenant.

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He served three years, resigning to accept a Police Chaplaincy position with the County's Police Department. The Bishop holds a B.A. Degree in Religious Education and Theology. Bishop Harris also serves Nassau County as a member of the County's Criminal Justice Coordinating Council.

As [redacted] Pastor Novella Harris, have an intense vision to serve the community.

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For participating in "Conversations of Understanding" with members of the PLO (Palestine Liberation Organization), Bishop was awarded a "Peace Award" by the Israel Government, and the Bishop was invited twice to return to Israel at government

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request. More recently, Bishop Harris has led his tenth visit to Israel/Egypt. Bishop R. W. Harris has been an ardent supporter of “Next Generation” housing such as the Holly Patterson Extended Care site to curtail the growing list of young people who enroll in higher education but fail to earn a degree.

Nepenthea has enlisted the services of Rabbi Robert S. Widom to serve on its Board of Directors. Rabbi Widom, is [redacted], and received his undergraduate degree from New York University. He was ordained in 1961 at the New York school of the Hebrew Union College–Jewish Institute of Religion, [redacted] In 1966, he received an earned doctorate from the Hebrew Union College for his work in explicating a little known area of Polish-Jewish history.

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Rabbi Widom serves as chaplain of the Kings Point Police Department since 1979, as well as chaplain of Alert Fire Company-Great Neck. Rabbi Widom organized an association of faith partners composed of Jewish, Christian, Buddhist, Hindu and Muslim groups (thus far).

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As previously stated, Nepenthea has created a Clinical Research Advisory Group (CRAG) to guide the research activities. As our company is predominately owned and operated by

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physicians who have been practicing in New York for decades, we have developed strong relationships with local healthcare systems. These healthcare systems have expressed support for our application and plan to work with our physicians to advance the research. Letters of support from Mark B. Taubman, CEO and Dean of University of Rochester Medical Center and Mr. Richard Murphy, CEO of South Nassau Commnities Hospitals are enclosed. The CRAG members will include the aforementioned Drs. Pappas, Lipp, Massand, and George, who will also serve on the Board of Directors. Dr. Marvin Corman will chair the CRAG. The remaining CRAG members are Drs. Jules Garbus, Stuart Wasser, Jeffery Martin, David Halpern, Pradeep Bansal, Sunil Abrol, Mitchell Chorost, Steve Rubin, Mark Brickman, Lawrence Lin and Kambiz Jacob Cohen-Kashi. The medical specialties represented on the CRAG include Surgical Oncology, Anesthesiology, Colorectal/General/Plastic and Cardiac Surgery, Gastroenterology, Pediatrics, Ophthalmology, Internal Medicine and Addiction Medicine. This diverse group of exceptional physicians has the knowledge and experience to guide Nepenthea's research activities in full accordance with the conditions covered in the Compassionate Care Act.

Marvin Corman, MD, FACS, FASCRS will lead the CRAG. Dr. Corman received his undergraduate degree from the University of Pennsylvania. [redacted] he entered the University of Pennsylvania School Of Medicine, graduating in 1965. The medical school was world renown for a remarkably innovative department of surgery. I.S. Ravdin and Jonathan Rhoads were role models for Dr. Corman. It was during this time at the University of Pennsylvania that hyper-alimentation for maintaining nutrition in the surgical patient was being developed. Dr. Corman spent each summer in the laboratory and during his final year became a [redacted]. He received a number of recognitions at his graduation, including the O.H. Perry Pepper Prize and the Hoffman-La Roche Award, in recognition of "an outstanding student of medicine." He had also served as president of his class and of the school.

Upon graduation he pursued training in general surgery at the Harvard Surgical Service of the Boston City Hospital. During his 6 years at that institution he accepted a

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[redacted] Upon his return to the States, Corman completed his chief residency and ultimately became recognized as an expert in colon and rectal surgery, the specialty to which he devoted the remainder of his professional life.

[redacted]. As the years passed he developed an international reputation through his writings, his clinical skills as a surgeon, as a book author and as a teacher, named lecturer and visiting professor. [redacted]

In 1981 the [redacted] enticed him, and he moved to [redacted], where he was instrumental in setting up a training program in colon and rectal surgery, the only such program in that State at the time. He completed his highly-acclaimed textbook in 1984, *Colon and Rectal Surgery* (Lippincott/Williams & Wilkins) and was recognized by the American Medical Writers Association with its first prize, competing against every book in all fields of medicine. His text is now in its 6th edition and is regarded as the definitive treatise on the subject.

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Dr. Corman was the author of hundreds of articles, book chapters, and teaching videos, as well as his textbook. Among his many achievements and awards included Honorary Fellowship of the Royal Australasian College of Surgeons, the Section of Proctology of the Royal College of Surgeons of Great Britain and Ireland, as well as Honorary Fellowship in the Argentinian, Brazilian, Mexican and Israel Societies of Colon and Rectal Surgery among others.

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He was the 25th Anniversary Award Recipient of the Crohn's and Colitis Foundation of America and was the Initial Awardee of the Goligher Medal from the Association of Coloproctology of Great Britain and Ireland. He served for 14 years as an associate editor of the journal, *Diseases of the Colon and Rectum*. [redacted] One of his strongest held beliefs was that medicine is a lifetime of learning, and he liked to say that he was still striving to get it right.

Mitchell I. Chorost, MD, FACS is the [redacted]. He has extensive experience in the treatment of gastrointestinal and breast cancers.

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Dr. Chorost received his medical degree from University of Medicine and Dentistry, New Jersey and completed his residency in general surgery at the State University of New York at Stony Brook. He then completed his fellowship in surgical oncology at the Roswell Park Cancer Institute in Buffalo. Dr. Chorost is a board-certified surgeon as well as a fellow of the American College of Surgeons, the Society of Surgical Oncology, and the American College of Clinical Oncology. He has authored more than 20 peer-reviewed articles in various journals including *Surgery*, the *Journal of the Pancreas*, and *American Journal of Surgery*. [redacted]

Dr. Michael Brickman is a board-certified plastic surgeon, practicing in Huntington, NY since 2007. He began his education at Indiana University, where he received a BA in Biology. He then obtained his medical degree from St. George's University School of Medicine. After completing residencies in both General Surgery, and Plastic Surgery, [redacted] is board certified in both general and plastic surgery, and is a fellow of the American College of Surgeons, and a member of the American Society of Plastic Surgeons.

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Dr. Steven Rubin is a board certified gastroenterologist practicing in both Lake Success and Merrick, N.Y since 1988 and a member of CRAG. A graduate of St George's University School of Medicine, he is recipient of the William McCord award for excellence in clinical medicine. Post graduate medicine was completed at Lenox Hill Hospital, Manhattan New York in both internal medicine and gastroenterology. Intensify training in inflammatory bowel disease was performed under the mentorship of Dr Burton Korelitz, a world renowned clinician in the treatment of both Ulcerative colitis and Crohns disease. Dr Rubin has participated in numerous clinical research trials.

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Dr Rubin is a speaker and consultant to numerous pharmaceutical companies.

Dr. Cohen-Kashi is a plastic surgeon practicing in Great Neck, New York. Dr. Cohen-Kashi's education began at Emory University, where he received his undergraduate degree Magna Cum Laude. He then went on to earn his medical degree from New York Medical College. Dr. Cohen-Kashi completed his General Surgery residency at North Shore-Long Island Jewish Health System, where he had surgical experience in the fields of Surgical Oncology, Surgical Critical Care, Vascular, and Trauma Surgery. He then went on to the University of Massachusetts Medical Center, where he obtained his training in Aesthetic, Plastic & Reconstructive Surgery with additional subspecialty training in Hand and Upper Extremity Surgery. During his medical training, he went to a mission in Ecuador to help and work with cleft lip patients. Dr. Cohen-Kashi is certified by the American Society of Plastic Surgeons. He also received an academic appointment with Hofstra North Shore-LIJ School of Medicine as an Assistant Professor in Surgery.

Dr. Lawrence Lin is a board certified plastic and reconstructive surgeon and is a [redacted]. In addition to

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overseeing the administrative and financial aspects of a medical practice, Dr. Lin contributes to the education of plastic surgery residents [redacted]

Dr. Jeffrey L Martin, MD, FACS is an assistant clinical professor of ophthalmology at the State University of New York Stony Brook [redacted] For the last several years, Dr. Martin has been selected for inclusion in "Top Doctors: New York Metro Area" by Castle Connolly Medical Ltd. He has also been selected to receive “Patient Choice" and "Compassionate Doctor" awards.
Dr. Martin is board certified by the American Board of Ophthalmology. He is a fellow of the American Academy of Ophthalmology, the American College of Surgeons, the American Society of Cataract and Refractive Surgery, and is a member of the Medical Society of the State Of New York, the Suffolk County Medical Society, and the New York State Ophthalmologic Society.

Nepenthea has created a Division of Addiction Prevention and Management to be headed by Dr. Stuart Wasser. Dr. Wasser attended Columbia College and then NYU Medical School. He obtained certification from the American Society of Addiction Medicine in 1992 and was in the founding group of physicians certified by the American Board of Addiction Medicine in 2009. Dr. Wasser has created a program that will be a tremendous help to the patients we treat. The program will help to identify patients that may be abusing the product or are at risk of abuse. With early detection and intervention, Nepenthea will minimize misuse of the product. Moreover, we plan to monitor recommending physicians so as to quickly identify any abnormalities is recommending patterns.

Nepenthea is proud to have created a Division of Bioethics, to be headed by Dr. Jules E. Garbus, MD. Dr. Garbus a leading colorectal surgeon holds a Certificate in Clinical Bioethics. Together with Bishop R.W. Harris and Dr. Robert S. Windom, Rabbi, Nepenthea will look to the Bioethics Division, to offer guidance for patients or their caregivers when difficult decisions arise.

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Nepenthea has assembled a security team with vast experience and unique skills to first and foremost protect and caregivers and patients. The team has also put its focus to preventing diversion of product. Mr. Paul Bigilin will be the Director of the Division of Security for Nepenthea LLC. Mr. Bigilin received his Bachelor's Degree in Criminal Justice from C.W.Post /LIU and is a twenty-four year New York police veteran, having served as a Detective for over fourteen years. He possesses extensive experience and expertise in hands-on leadership of security/safety protocols and investigation/law enforcement procedures. Mr. Bigilin has extensive training and expertise in maintaining a secure facility with limited access control, security of limited access areas, crime prevention; counter surveillance/threat assessment of Public Safety, and incident management procedures. Mr. Bigilin also has extensive experience in conducting Security/Safety Surveys of Schools and Businesses.

Mike O'Leary will assume the role of Internal Investigations Officer. Mr. O'Leary [redacted] as a Police Detective after thirty-nine years of service. He acquired exceptional training and expertise having served in the Bureau of Special Operations, Detective Precinct Squad, Detective Narcotics Squad, and Detective Homicide Squad. Mr. O'Leary has conducted joint Narcotics Investigations with the Drug Enforcement Administration (DEA), and New York State Police Bureau of Criminal Investigation (BCI). Mr. O'Leary has received numerous awards in his career such as U.S. Congressional Award (3 Awards), International Narcotics Enforcement Officers Association (INEOA) (4 Awards), the Narcotics Enforcement Officers Association (NEOA) Award, U.S. Attorney's Office Award Eastern District (1997) and the Parents of Murdered Children Award (2003). Mr. O'Leary also lectures on homicide and narcotics investigations, having registered with the Federal Government SAM, (System for Award Management), obtaining a DUNS (Dun and Bradstreet) number. Mr. O'Leary is also a Vietnam Veteran having received numerous awards such as the National Defense Service Medal, Vietnam Service Medal (Three Battle Stars), Republic of Vietnam Service Medal, Navy Commendation Medal with Valor, and New York State Conspicuous Service Medal. Mike O'Leary is a life member of the Vietnam Veterans of America, and a member of Disabled American Veterans.

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Mr. Doug Pardo, Assistant Director of Security, is a [redacted] year Police Detective Sergeant who possesses strong leadership and motivational skills. Mr. Pardo has been the Commanding Officer of numerous units including Pistol Licensing Section and being the top administrative supervisor aide to the Chief of Support. Mr. Pardo has extensive experience and expertise in creating and revising department wide policies and procedures, Police Supervision, Supervisory Incident Management, Critical Incident Management, Procedural Manual Preparation, Deterrence of Terrorist Acts, Terrorism awareness/prevention/response, and policing with integrity and Use of Force.

Mr. Steve Mansbart, Assistant Director of Security, is a [redacted] Police Veteran who is an accomplished Police Detective with acute expertise in forensic evidence, related computer utilization, and all aspects of security/police work. Mr. Mansbart provides cross-functional collaborative team leadership with a proven track record of exceeding expectations in a variety of areas. He has received documented commendations citing Performance Excellence Officer of the Month (twice) and Recognition for Excellence. Mr. Mansbart has overseen stringent evidence security/protection policies and procedures to mitigate vulnerabilities and manage any crisis; instrumental in strategizing evidence security/protection operations. Mr. Mansbart's training and expertise consists of New York State Investigator Course Training, National Incident Management System and Incident Command System Training, Law Enforcement Prevention/Deterrence of Terrorists Acts, Weapons of Mass Destruction/HazMat First Responder Protective Measures Training, and Terrorism Awareness/Prevention Response Training. He is also a certified Field Training Officer.

IntraLogic Solutions is the Security Systems Provider for Nepenthea LLC. The company will be providing video surveillance systems, video analytics, remote audio annunciation, mobile DVR solutions, license plate recognition, command center design and development, access control devices, intercom systems, one button facility lockdown capabilities, visitor management systems, gate systems and RFID access, and alarm systems. IntraLogic Solutions provides Security Systems for a wide range of school districts, government agencies, municipalities, charitable organizations and museums, small and large local and global corporations. Some Examples are: New York State Department of Labor, Nassau County Office

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of Emergency Management, Metropolitan Transit Authority, New York/ New Jersey Rail, Intrepid Sea, Air, and Space Museum, New York Islanders/Nassau Veterans Memorial Coliseum, Estee Lauder, as well as numerous School Districts throughout New York State.

With respect to the cultivation of medical marijuana, Nepenthea has secured a true pioneer in the medical marijuana industry. Mr. Avis Bulbulyan will oversee and operate the cultivation of medical marijuana for Nepenthea. Mr. Bulbulyan is one of the early entrants into the cannabis industry dating back to 2006/2007. After researching the effects of cannabis and the different

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Mr. Bulbulyan is regularly quoted in articles and is a speaker at Native Nation events and most industry conferences, speaking on topics ranging from licensing to operational best practices. In California, Mr. Bulbulyan is currently consulting for several cities throughout the state, assisting them with creating a working cannabis program to service patients.

Each of the members of Nepenthea LLC brings a different set of skills and experiences that complement one another while always maintaining a focus on healthcare delivery as the overarching goal of the company.

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If Nepenthea LLC is successful in its quest to be granted a license as a Registered Operator in New York State the company will remain committed to its mission as a healthcare delivery company dedicated to delivering medical marijuana to the residents of New York State in a professional and dedicated manner.

In addition to the above, the following is Nepenthea's staffing plan for additional positions within the company not currently filled, including job descriptions, qualifications, and hiring criteria. All resumes and biographies can be found at the end of this staffing plan.

Position Title: Chief Information Officer (1 Full Time Position)
Reports To: Chief Executive Officer

The Chief Information Officer is responsible for the technological direction of Nepenthea. The CIO will propose budgets for programs and projects, purchase and upgrade equipment, supervise computer specialists and IT workers, and preside over IT-related projects.

The CIO's primary responsibilities include, but are not limited to:

1. Provide technological guidance within the organization;
2. Supervise information systems and communications networks;
3. Evaluate overall information technology operations;
4. Design, establish, and maintain a network infrastructure for local and wide area connectivity and remote access; and
5. Manage the day-to-day operations of the information technology department including directing staff who support administrative computing, networking, user services, telecommunications and other information technology functions.

CIO Qualifications

The hiring criteria for the CIO position are as follows:

1. Master's degree in Computer Science;
2. Minimum 10 years' experience in a similar position.

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Position Title: General Counsel (1 Full Time Position)

Reports To: Chief Executive Officer

The General Counsel is responsible for leading corporate strategic and tactical legal initiatives. The GC provides senior management with effective advice on company strategies and their implementation, manages the legal function, and obtains and oversees the work of outside counsel. The GC is directly involved in complex business transactions in negotiating critical contracts.

General Counsel will participate in the definition and development of corporate policies, procedures and programs, providing continuing counsel and guidance on legal matters, and on legal implications of all matters.

General Counsel Qualifications

The hiring criteria for this position are as follows:

1. Law Degree and admitted to the New York bar;
2. Minimum 10 years' experience in a law firm environment;
3. Experience working on matters of corporate governance and with a board of directors;
4. Experience managing other attorneys and supervising support staff in a corporation;

Position Title: Senior Advisors to the Board of Directors (5 Full Time Position)

Reports To: Board of Directors

The Senior Advisors to the Board of Directors provide strategic advice to the Board of Directors. The Senior Advisors will provide assistance to Nepenthea with anything from marketing to managing human resources to influencing the direction of the company. The advisory board will be composes of accomplished experts offering innovative advice and dynamic perspectives. The advisory board will provide unbiased insights and ideas from a third point-of-view, encourage

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and support the exploration of new business ideas, and act as a resource for the executives of the company.

Senior Advisor to the Board of Directors Qualifications

The hiring criteria for this position are as follows:

1. Strong leadership skills, self-confidence and an entrepreneurial spirit;
2. Strong demonstrated financial acumen;
3. Experience managing 15 or more employees;
4. Part of a well-established business network;
5. Impeccable integrity and work ethic;
6. Confidence to challenge senior executives and hold them accountable for their actions.

Position Title: Human Resources Manager (1 Full Time Position)

Reports To: Chief Operating Officer

The Human Resources Manager maintains and enhances the organizations human resources by planning, implementing, and evaluating employee relations and human resources policies, programs, and practices. The HR Manager maintains organization staff by establishing a recruiting, testing, and interviewing program and prepares employees for assignments by establishing and conducting orientation and training programs.

Human Resources Manager Qualifications

The hiring criteria for this position are as follows:

1. Bachelor's degree;
2. Business awareness and management skills;
3. Organizational skills and the ability to understand detailed information;
4. Interpersonal skills to form effective working relationships with people at all levels;
5. Ability to analyze, interpret, and explain employment law;
6. Potential to handle a leadership role.

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Position Title: Dispensary Supervisor (9 Full Time Position)

Reports To: Chief Operating Officer

The Dispensary Supervisor will be present and on the premises directly supervising all activity within the facility whenever the dispensary is open. The Dispensary Supervisor will oversee all of the day-to-day operations of each dispensary.

Dispensary Supervisor Qualifications

The hiring criteria for this position are as follows:

1. Active New York State pharmacist license in good standing;
2. Experience overseeing the day-to-day operations of a business or pharmacy.

Position Title: Dispensary Agent (24 Full Time Position)

Reports To: Dispensary Supervisor

Dispensary Agents facilitate the day-to-day operations of the dispensary, collaborating with the Dispensary Supervisor and affecting all strategies and tasks related to facilities, accounting, sales, and marketing.

Dispensary Agent Qualifications

The hiring criteria for this position are as follows:

1. 21 years of age or older;
2. Be able to pass a criminal background check; and
3. 5 years retail experience.

Position Title: Cultivation Staff (60 Full Time Positions)

Material on this page is requested to be exempt from disclosure under FOIL because it contains critical infrastructure information.

Reports To: Cultivation Management Company

The cultivation staff facilitate the day-to-day operations of the cultivation center, and affecting all strategies and tasks related to facilities, cultivation, harvesting, record keeping, packaging, quality assurance and labeling.

Cultivation Staff Qualifications

The hiring criteria for this position are as follows:

1. 21 years or older;
2. Be able to pass a criminal background check;
3. Relevant college degree in botany, plant science, or horticulture preferred.

Position Title: Processing Manager (1 Full Time Position)

Reports To: Chief Operating Officer

The Processing Manager will oversee the day-to-day operations of the Processing department ensuring an ongoing, and uninterrupted supply of high quality medicinal grade medical marijuana derived products. The Processing Management Company will be responsible for research and development of new products as well as researching medicinal properties of marijuana both known and unknown.

Processing Manager Qualifications

The hiring criteria for this position are as follows:

1. Demonstrated experience and knowledge of extractions and plant science;
2. Demonstrated knowledge of New York State and Department of Health rules and regulations for marijuana;
3. Prior comparable experience operating and overseeing the operations of a cultivation facility of similar size.

Material on this page is requested to be exempt from disclosure under FOIL because it contains critical infrastructure information.

Material on this page is requested to be exempt from disclosure under FOIL because it contains critical infrastructure information.

Curriculum Vitae

MITCHELL I. CHOROST, M.D., FACS

Business Address:

Education:

1985-1989 **BS Biology**, State University of New York at Binghamton

1989-1993 **MD**, UMDNJ- NJ Medical School

Training:

1993-1998 **Resident:** General Surgery, State University of New York at Stony Brook,

1998-2000 **Fellow:** Surgical Oncology, Roswell Park Cancer Institute, Buffalo, NY

Employment:

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

American Board of Surgery, Number 44440
Original Certification: 10/1999
Recertification: 10/09

National Boards:

National Board of Medical Examiners, 1994

State Licensure:

New York: 205781

Special Training:

ACSOG- Total Mesorectal Excision Optimization Program -2002
Surgical Ultrasonography (Including intra-operative and laparoscopic ultrasound/radiofrequency ablation) - 2001
SSO Advanced Laparoscopy (Including staging, solid organ removal) - 1999
Sentinel Node Course (Including breast, melanoma, and parathyroid) - 1998

National Societies:

American College of Surgeons

Society of Surgical Oncology

American Society of Clinical Oncology

Commission on Cancer- NY State Chair

American College of Surgeons Oncology Group

Society of American Gastrointestinal Endoscopic Surgeons

American Society for Gastrointestinal Endoscopy

ACOSOG CCOP Pancreas Focus Team

Awards and Honors:

2006, 2008, 2009	Teacher of the Year Maimonides Medical Center- Department of Surgery
1997-1998	Administrative Chief Resident
1996	Outstanding Surgical Resident of the Year
1992	UMDNJ nominee for AOA Research Scholarship -An investigation into the relationship between HIV and Hepatitis in an Emergency room population
1992	Joseph Zocco Scholarship for Academic Excellence
1990	Summer Student Research Fellowship -Fingerstick Glucose Determination in Shock Patients

Publications: Peer-reviewed:

1. Atkin S, Dasmahapatra A, Jaker MA, **Chorost MI,** Reddy S. Fingerstick Glucose Determination in Shock. Annals of Internal Medicine. 1991;114:1020-1024.

2. Hines G, **Chorost M**. Supraceliac Aortic Occlusion: A Safe Approach to Pararenal Aortic Aneurysms. Annals of Vascular Surgery. 1998;12(4):335-40.

3. **Chorost MI**, Weber TK, Lee RJ, Rodriguez-Bigas MA, Petrelli NJ. Sexual Dysfunction and Informed Consent with Multi-Modality Therapy for Rectal Cancer. American Journal of Surgery. 2000;179:271-274.

4. **Chorost MI,** Kraybill W, Petrelli NJ, McKenna M, Rodriguez-Bigas MA. Local Excision of Rectal Carcinoma. The American Surgeon.2001;67:774-779.

5. **Chorost MI,** McKinley B, Tschoi M, Ghosh B. The Management of the Unknown Primary. Journal of the American College of Surgeons.2001;193(6):666-677.

6. Sotelo J, **Chorost MI**, Fruchter G, Aytaman A. Pseudomyxoma peritonei presenting as a rectal mass. American Journal of Gastroenterology. 2001;96(1):S248.

7. **Chorost MI,** Fruchter G, Kantor AM, Wu J, Ghosh BC**.** The therapeutic barium enema revisited. Clin Radiol. 2001;56(10):856-8.

8. Ugbarugba S, Duterte M, **Chorost MI**, Iyer S. Perforations of the gall bladder: a report of two cases. American Journal of Gastroenterology. 2002; 97(1):S67.

9. Webb H, Hannas H, **Chorost MI**, Ghosh BC. Microcystic adenoma of the pancreas. Journal of the American College of Surgeons. 2002;195(3):424.

10. **Chorost MI**, Ghosh B. Gallbladder Carcinoma Presenting As a Cholecystoduodenal Fistula. Military Medicine. 2002;167:862-863.

11. **Chorost MI**, Wu J, Webb H, Ghosh B. Vertebral venous air embolism- An unusual case following colonoscopy. Diseases of the Colon and Rectum.2003;46(8):1138-40.

12. **Chorost MI**, Datta R, Lee B, Bollman J, Leitman IM, Ghosh B. Colon Cancer Screening: Where We Have Come From And Where Do We Go? Journal Surgical Oncology. 2004; 85(1): 7-13.

13. **Chorost MI,** Lee MC, Yeoh CB, Molina M, Ghosh BC Unknown primary. Journal Surgical Oncology. 2004;87(4):191-203.

14. Leitman IM . Horowitz M, Patil V, **Chorost MI**. Risk factors for development of incisional hernia after Roux-en-Y gastric bypass surgery. Surgery for Obesity and Related Diseases;1(3):274 - 275

15. Lee MC, **Chorost MI**, Earle J. Adrenal hematoma presenting as a large left upper quadrant mass. Surgical Rounds. 2006:227-230.

16. Koomalsingh K, Fazylov, **Chorost MI**, Horovitz J. Cystic Teratoma of the Pancreas: Presentation, Evaluation and Management. Journal of the Pancreas. 2006;7(6):643-6..

17. Yopp A, **Chorost MI**, Horovitz J. Cystic duct biliary adenoma. Surgery. 2006;8:1516.

18. Lavotshkin S, Savel RH, Theilen TM, Shlasko E, **Chorost MI**. Antimesenteric tapering enteroplasty in an adult patient with clinical evidence of obstruction: a bowel-preserving alternative to resection. Eur Surg Res. 2009;43(2):208-10.

19. Hashim D, Apostolova M, Lavotskin S, Goldstein E, **Chorost MI**. An evolution in the Management of Gastric Lymphoma. Gastro Res. 2009;2(5):253-258.

20. Goldstein EB, Savel RH, **Chorost MI**, Borgen PI, Cunningham J. Use of Text Messaging to Enhance Compliance with the Accreditation Council for Graduate Medical Education Resident Duty Hour Requirements. J Surg Educ. 2009;66(6):379-382.

21. Ghirardo S, Mohan I, Gomensoro A, **Chorost MI**. Routine Preoperative Typing and Screening: A Safeguard or a Misuse of Resources, J Soc of Laparoendoscopic Surg. 2010;14(3):395-398.

22. Yopp A, Saha A, Chorost MI, Horovitz J. Surgical management of colorectal carcinoma in the elderly population. Submitted.

Book Chapters:

1. Hines G, **Chorost MI**. Pediatric Cardiothoracic Trauma. In: Coryllos B, Hines G, eds. Pediatric Trauma. Lea & Febiger; ISBN: 068302129X; (1996)

2. Ghosh BC. Struggles and Successes of an Academic Surgeon. Vantage Press; ISBN: 970-0-533-15834-8; (2008)

3. **Chorost MI**. Retroperitoneal dissection- resection of pancreas from underlying retroperitoneum. Surgical Standards Manual (American College of Surgeons Oncology Group). Submitted.

Abstracts- National Presentation:

1. **Chorost M**, Anderson T. Cardiac and Pericardial Aspergillosis in Cancer Patients. Proceedings of the American Society of Clinical Oncology, 265, 68a, 2000.

2. Sotelo J, **Chorost M**, Fruchter G, Ayteman A. Pseudomyxoma Peritonei Presenting as a Rectal Mass. American College of Gastroenterology 66th Annual Scientific Meeting, 750920,2001.

3. Volk Y, **Chorost M,** Simko V. Botulinum Toxin Use in Post-operative Pyloric Obstruction. American College of Gastroenterology 66th Annual Scientific Meeting, 750935,2001.

4. **Chorost M,** Webb H, Koslosky K, Edelsberg C, Ghosh B. Trends In Demographics And Survival In Patients With Colorectal Cancer. A Single Institutions Experience. Proceedings of the American Society of Clinical Oncology, 100351,2002.

5. Earle B, **Chorost MI**, Webb H, Ghosh B. Radiofrequency ablation for non-resectable liver tumors. A single institution's experience. Proceedings of the American Society of Clinical Oncology, 2337,2002.

6. Beckles D, **Chorost MI**. Male breast cancer in a VA population. Association of VA Surgeons, 2002

7. **Chorost MI,** Amankwah K, Webb H, Ghosh B**.** Current management of synchronous rectal and prostate primaries. Surgical Forum- 88th Clinical Congress of the American College of Surgeons, XVI695, 2002.

8. **Chorost MI**, Lee MC, Kim S, Ghosh B, Leitman IM. Outcomes of perforating colon cancer. A 10 year review, Proceedings of the American Society of Clinical Oncology 3185, 2003.

9. Taylor J, **Chorost MI,** Leitman IM. Risk factors for the development of incisional hernia following roux-en-y gastric bypass surgery, 22nd Annual Meeting of the ASBS, P83, 2005.

10. Goldstein E, Manvar P, Savel R, **Chorost MI**, Borgen P, Cunningham J. Use of Text-Messaging (TM) to Enhance Compliance with the Acgme Resident Duty Hour Requirements: A Pilot Study: APDS, 2009.

11. Nurkin S, Itskovich A, **Chorost MI,** Turner JW, Fink S. The Do Not Resuscitate Order in Cancer Patients – We Need to Do Better. Clinical Congress of the American College of Surgeons, 2010.

12. Tan C, Kawai F , Pan C, Ng J, **Chorost MI**. Cognitive Changes After Surgery in the Elderly: Does Minimally Invasive Surgery Influence the Incidence of Postoperative Cognitive Changes Compared to Open Colon Surgery?: Clinical Congress of the American College of Surgeons, 2013.

Grant Support

1. Title: A Multicenter Phase II Study of Radiofrequency Ablation of Unresectable Liver Tumors With Hepatic Artery Infusion Chemotherapy
   Source: Arrow International
   Role: Principle Investigator
   Date: 2001/2002

2. Title: A Multicenter Phase III, Double-Blind, Placebo-Controlled Parallel Study of ADL 8-2698 in Opioid Induced Postoperative Bowel Dysfunction
   Source: Adolor Corporation
   Role: Co-Principle Investigator
   Date: 2001/2002

3. Title: The Utilization of Bioglue After Hepatic Resection
   Source: Cryolife Corporation
   Role: Principle Investigator
   Date: 2007-2009

4. Title: Cognitive changes in elderly patients after laparoscopic versus open colorectal surgery.
   Source: Empire Clinical Research Investigator Program
   Role: Principle Investigator
   Date: 2010-present

5. Title: The Development of a Cancer Resource Room
   Source: The Tortolani Foundation
   Role: Principle Investigator
   Date: 2011-present

6. Title: Intra-operative Ultrasound program
   Source: Department of Design and Construction (NYC Council)
   Role: Principle Investigator
   Date: 2012-present

7. Title: Radiology Imaging Navigator Program
   Source: Susan B Koman
   Role: Principle Investigator
   Date: 2013-present

8. Title: Breast Navigator Program
   Source: NY Community Trust
   Role: Principle Investigator
   Date: 2013-present

Active Research / Open Trials

1. Title: Cognitive Changes After Surgery in the Elderly: Does Minimally Invasive Colon Surgery Influence the Incidence of Post-Operative Cognitive Changes in the Elderly Compared to Open Surgery?
   Role: Principle Investigator

2. Title: MORD-LM/SL-CLND-1102- Multicenter Selective Lymphadenectomy for Melanoma Trial II: A Phase III Multicenter Randomized Trial of Sentinel Lymphadenectomy and Complete Lymph Node Dissection versus Sentinel Lymphadenectomy Alone in Cutaneous Melanoma

Patients with Molecular or Histopathological Evidence of Metastases in the Sentinel Node (MSLT-II)
Role: Site Principle Investigator

3. Title: Breast Cancer and the Workforce: Ethnic Differences in the Impact of Breast Cancer on Employment, Financial Status and Quality of Life (BCW)
Role: Site Principle Investigator

National Service

2012- Present ACOSOG CCOP Pancreas Working Group

2007- Present NY State Chair, Commission on Cancer, American College of Surgeons

2007- Present Reviewer, Journal of Surgical Oncology

Regional Service

2012- Present Chair, Murray Friedman Research Competition

2010- Present Associate Professor of Clinical Surgery, Weill Cornell Medical College

2009- 2010 President, Brooklyn Surgical Society

2007- 2009 Surgery Clerkship Site Director, SUNY Downstate

2006- 2007 President, Young Surgeons Committee, Brooklyn/LI Chapter American College of Surgeons

2002- 2006 Cancer Liaison Representative, Commission on Cancer, American College of Surgeons

2001-2002 Co-Director, Liver Surgery program, SUNY Downstate

2000- Present Assistant Professor of Surgery, SUNY Downstate

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

Compliance Officer – Thomas W. Egan

[redacted]. Mr. Egan Studied Accounting while attending Manhattan College at night andworked for this Firm during the Day

After Graduation in June,1959 Mr. Egan was Drafted into the U.S. Army where he served on active Duty in the U.S.A.(9/1959 – 8/1960). And then in Korea (9/1960 – 8/1961). Mr. Egan earned the Korea Defense Medal & the Good Conduct Medal. For the next two years Mr. Egan served as a Sergeant in the Active Reserve where he was in charge of an Army Platoon. He then served in the Standby Reserve until 8/1965 when he was honorably discharged.

[redacted]. He is the recipient of all of the Merit Awards given by the Association.

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HE was also an Adjunct Professor for SUNY at Stoney Brook from 1976-1982 Where he taught (at Night) “The Financial Management of Health Care Organizations.

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Curriculum Vitae
Marvin Leonard Corman

A. Personal Information:

Name	Marvin Leonard Corman
Business Address	Department of Surgery Stony Brook University HSC 18-046A Stony Brook, NY 11794-8191
Business Phone	(631) 444-3431; FAX (631) 444-7784
E-mail	marvin.corman@stonybrookmedicine.edu
Date of Birth	[redacted]
Place of Birth	[redacted]
Citizenship	U.S.A.

B. Education:

College	University of Pennsylvania, Philadelphia, PA	1961
Medical School	University of Pennsylvania, Philadelphia, PA	1965
Internship	Boston City Hospital, Fifth (Harvard) Surgical Service, Boston, MA	1965
Residencies	Surgical Resident, Boston City Hospital, Fifth (Harvard) Surgical service, Boston, MA	1966-68
	Senior Registrar and Visiting Lecturer, University of Leeds. The General Infirmary, Professorial Surgical Unit), Leeds, England	1968-69
	Surgical resident; Chief surgical resident, Boston City Hospital, Fifth (Harvard) Surgical Service, Boston, MA	1969-71

Fellowships	Summer Fellow, Mary Bailey Cardiovascular Institute, 1955-61 Hahnemann Medical College, Philadelphia, Pennsylvania	
Honors and Awards	O.H. Perry Pepper Prize, University of Pennsylvania	1964
	Hoffman-LaRoche Award	1965
	Piedmont Proctologic Society Award	1978
	First prize of Medical Book Award for textbook, Colon and Rectal Surgery, American Medical Writers Association	1985
	Elected annually by one's peers for inclusion in Best Doctors in America from	1994 through 2014
	John C. Goligher Memorial Medal of the Association of Coloproctology, Great Britain and Ireland, and the Section of Coloproctology, Royal Society of Medicine	1999
	Testimonial Honoree, Crohn's and Colitis Foundation of America, 25th Annual Award	2000
	Honorary Member, Argentine Society of Coloproctology	2003
	Honorary Member, Mexican Society of Colon and Rectal Surgeons	2004
	Attending Surgeon of the Year, Long Island Jewish Medical Center	2004
	Jack W. McElwain Award of the Northeastern Society of Colon and Rectal Surgeons	2004
	Inaugural Member of the John A. Hill Legacy Circle of the American Society of Colon and Rectal Surgeons "in Recognition of Your Significant Contributions to the Specialty."	2006
	America's Top Surgeons (Consumers' Research Council of America)	2005-
	Honorary Member, Israel Society of Colon and Rectal Surgery	2007
	America's Top Doctors (Castle Connolly)	2008-
	America's Top Doctors in Cancer (Castle Connolly)	

2008-

Top Doctors: New York Metro Region (Castle Connolly)
2008-

New York's Best Doctors (New York Magazine)
2008-

Honorary Member, Salvadoran Association of Colorectal Surgeons 2013

Licensure	Massachusetts (29507) [Inactive]	1966
	New Jersey (24290) [Inactive]	1970
	Florida (ME 0032029) [Inactive]	1978
	California (G44612) [Inactive]	1981
	New York (222021)	2001

Board Certification

National Board of Medical Examiners #82672	1966
American Board of Surgery #19764	1973
American Board of Colon and Rectal Surgery	1973
American Board of Colon and Rectal Surgery (Voluntary Re-certification)	1994

C. <u>Professional Background:</u>

Academic Appointments

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

Professor of Surgery, UCLA School of Medicine 1996-98

Professor of Surgery, USC School of Medicine 1998-01

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

Professor of Surgery, Stony Brook University 2004-

D. <u>Employment or Activity</u>

Employment

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

Staff Surgeon, Department of Surgery, UCLA Medical Center
January, 1996-February, 1998

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USC School of Medicine July, 1998-August, 2001

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

Staff Surgeon, Department of Surgery, Stony Brook University
September, 2004-present

Staff Surgeon, Veterans Administration Hospital, Northport, New York
July, 2005-2010

Other Positions Held

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

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

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

E. Society Memberships:

Regional

New England Society of Colon and Rectal Surgeons	1971-
Piedmont Proctologic Society (Honorary)	1973-
Boston Surgical Society	1974-81
Northeastern Society of Colon and Rectal Surgeons	1975-12
New England Surgical Society	1979-81
California Medical Society	1981-01
Santa Barbara County Medical Society	1982-97
Southern California Society of Colon and Rectal Surgeons	1982-01
Southern California Chapter, American College of Surgeons	1986-01
Western Surgical Association	1988-
Los Angeles Surgical Society	1999-01
Brooklyn & Long Island Chapter, American College of Surgeons	2001-
New York Surgical Society	2002-
New York Society of Colon and Rectal Surgeons	2002-

National

American Medical Association	1971-99
American Society of Colon and Rectal Surgeons	1971-
American Physicians Fellowship	1972-
American College of Surgeons	1974-
American College of Gastroenterology	1975-89
Society for Surgery of the Alimentary Tract	1977-

Association of Program Directors in Colon and Rectal Surgery	1978-96
American Medical Writers Association (Honorary)	1985-
American Surgical Association	1996-
United Ostomy Association	1998-
Cornelius E. Sedgwick Surgical Society	1999-
American College of Medical Quality	2003-2007

International

International Society of University Colon and Rectal Surgeons	1985-
Pan American Medical Association	1989-98
Section of Colon and Rectal Surgery, Royal Australasian College of Surgeons (Honorary)	1989-

F. Named Lecturer and Visiting Professor

Visiting Professor, The University of Texas Health Science Center at San Antonio, February 15-17, 1982

Visiting Professor, The Throckmorton Surgical Society, Des Moines, Iowa, April 26, 1985

Visiting Lecturer, The Ogden Surgical Society, Ogden, Utah, May 15-17, 1985

Ralph Coffey Visiting Professor, University of Missouri-Kansas City School of Medicine, September 22-24, 1988

Visiting Professor, Twentieth Annual Surgical Congress of the Orange County Surgical Society, Newport Beach, California, November 7-9, 1988

Visiting Professor, Royal Australasian College of Surgeons, Adelaide, Australia, October 18-21, 1989

Visiting Professor, Northwest Permanente Department of Surgery, Portland, Oregon, March 20-22, 1990

Ralph B. Samson Memorial Lecturer, Grant Medical Center, Columbus, Ohio, January 30, 1991

Visiting Professor, Hahnemann University, Philadelphia, Pennsylvania, March 8-9, 1991

Visiting Professor, El Colegio de Cirujanos Generales de Mexicali, Mexico, November 8-9, 1991

Louis A. Buie Visiting Lecturer, Mayo Medical School, Rochester, Minnesota, June 18-20, 1992

Visiting Professor Pro Tempore, Cleveland Clinic Florida, Fort Lauderdale, Florida, September 14-15, 1992

Delegation Leader, Citizen Ambassador Program, Colon and Rectal Surgery Delegation to Russia, Hungary, and Czechoslovakia, October 30-November 15, 1992

Visiting Professor, University Hospital de Clínicas do Paraná, Curitiba, Brazil, May 9-15, 1993

Annual Visiting Surgeon, Queen Elizabeth Hospital Centre of Montreal, Quebec, November 22-23, 1993

Visiting Professor, University of Southern California School of Medicine, Los Angeles, California, October 7-8, 1995

Visiting Professor, University of California, Irvine, California, October 26, 1996

Seventh Annual Neil W. Swinton, Jr., Professorship in Colon and Rectal Surgery. Lahey Clinic, Burlington, Massachusetts, April 1-3, 1997

Daher Cutait Visiting Lecturer, Curitiba, Brazil, September 13-17, 1997

Visiting Professor, The Cleveland Clinic, Cleveland, Ohio, December 4-6, 1997

Keynote Address, International College of Surgeons—Section of the Republic of China, Taipei, Taiwan, December 13, 1997

John Rosin Visiting Lecturer, Baltimore City Hospital, Baltimore, MD. May 1-3, 1998

Visiting Professor, Korean College of Surgeons, Pusan, Korea, May 8-10, 1998

Visiting Professor, University of Arizona School of Medicine, Tucson, Arizona, November 4-7, 1998

Visiting Professor, Mt. Sinai Medical Center, New York, NY, February 8-10, 1999

Guest Professor, Conferencia Magistral, International Congress of the Mexican Society of Colon and Rectal Surgeons, Mexicali, Mexico, February 24-25, 1999

John C. Goligher Memorial Lectureship. 100th Anniversary Meeting, American Society of Colon and Rectal Surgeons, Washington, D.C., May 1-6, 1999

Visiting Professor, University of Pennsylvania, School of Medicine, Philadelphia, Pennsylvania, February 24-25, 2000

David G. Jagelman Memorial Lecturer. 12th Annual Colorectal Disease Symposium. Cleveland Clinic, Florida, Ft. Lauderdale, FL, February 15-17, 2001

Dr. Jesús Cuétara Priede Memorial Lecture. XXVI Congreso Nacional e Internacional, Sociedad Mexicana de Cirujanos del Colon, Veracruz, Mexico, March 19-20, 2001

Visiting Professor, Brooklyn Surgical Society, SUNY-Health Science Center at Brooklyn, Downstate Medical Center. Brooklyn, NY December 6-7, 2001

Visiting Professor and Whitman Lecturer, Mt. Sinai Medical Center, New York, NY, February 26-27, 2002

Visiting Professor, Dartmouth Medical School, Hanover, New Hampshire, July 23-24, 2002

Visiting Professor, Virginia Mason Medical Center Seattle, Washington, October 17-18, 2002

Visiting Professor, Brigham and Women's Hospital, Boston, Massachusetts, October 22-23, 2002

Visiting Professor, University of Chicago, Chicago, Illinois, November 19-20, 2002

Visiting Professor, Abington Memorial Hospital, Abington, Pennsylvania, December 19, 2002

First Eugene P. Salvati/Robert J. Rubin Visiting Professor in Colon and Rectal Surgery; Robert Wood Johnson Medical School, New Brunswick, New Jersey, April 29-30, 2003

Visiting Professor and Guest Lecturer, 74th Argentine Congress of Surgery and 28th Argentine Congress of Coloproctology, Buenos Aires, Argentina, November 10-13, 2003

Visiting Professor and International Lecturer, Curitiba Colorectal Day, Curitiba, Brazil, November 14, 2003

Visiting Professor, University of Zurich, Zurich, Switzerland, January 5-9, 2004

Distinguished Lecturer, XXIX Congreso Nacional e International Sociedad Mexicana de Cirujanos del Recto y Colon. Puerto Vallarta, Mexico. May 1-5, 2004

Visiting Professor, The Western Pennsylvania Hospital and Pittsburgh Society of Colon and Rectal Surgeons, Pittsburgh, Pennsylvania, January 11-12, 2005

Visiting Professor and Fidel Ruiz Moreno Memorial Lecturer, 30th National and International Mexican Society of Colon and Rectal Surgeons, Ixtapa, Mexico, April 9-12, 2005

Visiting Professor, World Congress of Coloproctology, Societá Italiana Unitaria ColonProctologia. Rome, Italy, June 12-15, 2005

Visiting Professor, Argentine Congress of Surgery, Buenos Aires, Argentina, November 15-18, 2006

Visiting Professor, XXXI Curso International de Actualización en Cirugía, Madrid, Spain, May 27-30, 2008

Keynote Speaker at the International Society of University Colon and Rectal Surgeons in San Diego, California; Delivered the Khubchandani Oration on the subject: The Surgeon and the Daughters of Mnemosyne and Zeus. Chaired a panel on Avoiding the Pitfalls of Laparoscopic Surgery. San Diego, September 13-17, 2008

46th ANNUAL ANDRÉ AISENSTADT MEMORIAL CLINICAL DAY Honored Visiting Speaker, Jewish General Hospital, Montreal, Canada. Advances in the Treatment & Management of Colorectal Cancer. October 7th, 2009

Visiting Professor Pro Tempore. Santa Barbara Cottage Hospital, Santa Barbara, CA. October 26th, 2009

Visiting Professor, XXII Congreso Latinoamericano de Coloprocologia and VII Jornadas Argentinas de Coloproctologia, Mendoz, Argentina, August 8-11, 2011

Visiting Professor, 60th Brazilian Congress of Coloproctology, Fortaleza, Brazil, September 2-6, 2011.

Visiting Professor, 18th National Congress of the Turkish Surgical Society, May 23-27, 2012.

Visiting Professor, FIRST INTERNATIONAL CONGRESS OF COLOPROCTOLOGY in San Jose, Cabo, Mexico, July 13-17h, 2012.

International Visiting Professor, 5th Annual Meeting of the Parana Society of Coloproctology, Iguacu Falls, Brazil, and Federal University of Parana, Curitiba, Brazil, April 3-10, 2013

G. Grant Support

Completed Studies

Radiolabeled antibody imaging with ^{111}In-CYT-103 (Satumomab Pentetide) in the management of colorectal cancer patients. 1988-90 CYTOGEN CO.

Intestinal anastomosis with biofragmentable ring (Valtrac). 1985-87 DAVIS & GECK

Self-expanding metallic stents in the management of intestinal obstruction (Wallstent) 2000 (BOSTON SCIENTIFIC/MICROVASIVE)

Double-blind comparison of single-dose Alatrofloxacin and Cefotetan as prophylaxis of infection following elective colorectal surgery. 1995-97 (PFIZER)

A controlled clinical trial of cefuroxime, metronidazole, and cefoxitin as prophylactic therapy for colorectal surgery. 1991-92 (GLAXO WELLCOME)

An appliance for management of the diverting loop colostomy. 1973 (HOLLISTER)

Use of the artificial anal sphincter device (Acticon) for the management of anal incontinence. 1999-2001 (AMERICAN MEDICAL SYSTEMS)

Use of Seprafilm bioresorbable membrane in the prevention of adhesions following abdominal surgery. 1999-2002 (GENZYME)

Use of radio-frequency treatment of the anal canal for the management of anal incontinence. 2000-2002 (CURON MEDICAL)

Use of the circular stapler device (PPH) for the surgical treatment of hemorrhoid disease. 1999-2001 (ETHICON ENDO-SURGERY)

A randomized, prospective, multi-centered, parallel group study comparing the Ferguson closed wound surgical treatment of hemorrhoidal disease to stapled hemorrhoidectomy using the PROXIMATE^{R} HCS circular stapler. 2002-2004 (ETHICON ENDO-SURGERY)

A multi-center, randomized, double-blind, sham-controlled trial investigating submucosal delivery of radiofrequency energy to the anal canal (the Secca procedure) for the treatment of fecal incontinence. 2002-2006 (CURON MEDICAL)

Ongoing Studies

Prospective registry of the S.T.A.R.R. procedure (Stapled Transanal Rectal Resection) 2006-2010 (ETHICON ENDO-SURGERY)

H. Publications

Peer Review

1. Corman ML, Swinton NW, O'Keefe DD, Veidenheimer MC: Colorectal carcinoma at the Lahey Clinic, 1962-1966. Am J Surg 1973;125:424-428

2. Veidenheimer MC, Corman ML: Carcinoma of the colon. Surg Clin North Am 1973;53 (2):395-402

3. Corman ML: Sphincter-saving operations. Surg Clin North Am 1973;53 (2):405-415

4. Corman ML, Veidenheimer MC: The new hemorrhoidectomy. Surg Clin North Am 1973;53 (2):417-422

5. Corman ML, Haggitt RC: Lympangioma of the rectum: Report of a case. Dis Colon Rectum 1973;16:524-529

6. Prager E, Swinton NW, Corman ML, Veidenheimer MC: Intravenous pyelography in colorectal surgery. Dis Colon Rectum 1973;16:479-481

7. Corman ML: Rectal stricture secondary to Teflon-sling repair of rectal prolapse: Report of a case. Dis Colon Rectum 1974;17:89-90

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7. von Mikulicz-Radecki J: Surgical experiences with intestinal carcinoma. Dis Colon Rectum 1980;23:513-521

8. Dukes CE: The classification of cancer of the rectum. Dis Colon Rectum 1980;23:605-611

9. Murphy JB: Cholecysto-intestinal, gastro-intestinal, entero-intestinal anastomosis, and approximation without sutures. Dis Colon Rectum 1981;24:51-59

10. Moynihan BGA: The mimicry of malignant disease in the large intestine. Dis Colon Rectum 1981;24:133-139

11. Brodie BC: Preternatural contraction of the sphincter ani. Dis Colon Rectum 1981;24:217-222

12. Anderson AW: Hair extracted from an ulcer. Hodges RM: Pilo-nidal sinus. Dis Colon Rectum 1981;24:324-326

13. Hirschsprung H: Constipation in the newborn as a result of dilation and hypertrophy of the colon. Dis Colon Rectum 1981;24:408-410

14. Morgan J: Varicose state and saphena veins, erectile tumour of the forehead, external haemorrhoids treated successfully by the injection of tincture of persulphate of iron. Dis Colon Rectum 1981;24:491-492

15. Lahey FH: Two-stage abdominoperineal removal of cancer of the rectum. Dis Colon Rectum 1981;24:569-576

16. Maunsell HW: A new method of excising the two upper portions of the rectum and the lower segment of the sigmoid flexure of the colon. Dis Colon Rectum 1981;24:649-654

17. Wangensteen OH: The early diagnosis of acute intestinal obstruction with comments on pathology and treatment. Dis Colon Rectum 1982;25:65-78

18. Lister J: On the antiseptic principle in the practice of surgery. Dis Colon Rectum 1982;25: 173-178

19. Goodsall DH, Miles WE: Ano-rectal fistula. Dis Colon Rectum 1982;25:262-278

20. Buie LA: Jeep disease (pilonidal disease of mechanized warfare). Dis Colon Rectum 1982;25:384-390

21. Weir RF: An improved method of treating high-seated cancers of the rectum. Dis Colon Rectum 1982;25:503-507

22. Simpson JY: Clinical lectures on the diseases of women. Dis Colon Rectum 1982;25:611-622

23. Mayo CH: Cancer of the large bowel. Dis Colon Rectum 1982;25:734-739

24. Arderne J: Treatises of fistula-in-ano, hemorrhoids, and clysters. Dis Colon Rectum 1982;25:832-840 Dis Colon Rectum 1982;26:74-78 Dis Colon Rectum 1983;26:134-138 Dis Colon Rectum 1983;26:197-210

25. McBurney CH: I. Experience with early operative interference in cases of disease of the vermiform appendix. II. The incision made in the abdominal wall in cases of appendicitis with a description of a new method of operating. Dis Colon Rectum 1983;26:291-303

26. Dakin HD: On the use of certain antiseptic substances in the treatment of infected wounds. Dis Colon Rectum 1983;26:354-358

27. Turnbull RB Jr: Management of the ileostomy. Dis Colon Rectum 1983;26:416-423

28. Amussat JZ: Notes on the possible establishment of an artificial anus in the lumbar region without entering the peritoneal cavity. Dis Colon Rectum 1983;26:483-487

29. Moschcowitz AV: The pathogenesis, anatomy, and cure of prolapse of the rectum. Dis Colon Rectum 1983;26:553-565

30. Cannon WB: The movements of the intestines studied by means of Roentgen rays. Dis Colon Rectum 1983;26: 634-637

31. Lisfranc J: Observation on a cancerous condition of the rectum treated by excision. Dis Colon Rectum 1983;26:694-695

32. Salmon F: Practical observations on prolapsus of the rectum. Dis Colon Rectum 1983;26:754-758 Dis Colon Rectum 1983;26:845-853 Dis Colon Rectum 1984;27:73-79 Dis Colon Rectum 1984;27:138-145

33. Lockhart-Mummery JP: Two hundred cases of cancer of the rectum treated by perineal excision. Dis Colon Rectum 1984;27:208-219

34. Hartmann H: New procedure for removal of cancers of the distal part of the pelvic colon. Dis Colon Rectum 1984;27:273

35. Gabriel WB: Perineo-abdominal excision of the rectum in one stage. Dis Colon Rectum 1984;27:336-342

36. Dixon CF: Anterior resection for malignant lesions of the upper part of the rectum and lower part of the sigmoid. Dis Colon Rectum 1984;27:419-429

37. Kraske P: Extirpation of high carcinomas of the large bowel. Dis Colon Rectum 1984;27:499-503

38. Balfour DC: A method of anastomosis between sigmoid and rectum. Dis Colon Rectum 1984;27:559-562

39. Halsted WS: Circular suture of the intestine—an experimental study.
Dis Colon Rectum 1984;27:633-637
Dis Colon Rectum 1984;27:687-692
Dis Colon Rectum 1984;27:755-757
Dis Colon Rectum 1984;27:838-841

40. Senn N: Enterorraphy: Its history, technique and present status. Dis Colon Rectum 1985;28:59-68
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Dis Colon Rectum 1985;28:204-214

41. Abbe R: Intestinal anastomosis and suturing. Dis Colon Rectum 1985;28:278-285

42. Graham RR: The operative repair of massive rectal prolapse. Dis Colon Rectum 1985;28:374-379

43. Wreden RR: A method of constructing a voluntary sphincter ani. Stone HB: Plastic operation for anal incontinence. Dis Colon Rectum 1985;28:467-472

44. Delorme E: On the treatment of total prolapse of the rectum by excision of the rectal mucous membranes or recto-colic. Dis Colon Rectum 1985;28:544-553

45. Milligan ETC: Surgical anatomy of the anal canal, and the operative treatment of haemorrhoids. Dis Colon Rectum 1985;28:620-628

46. Broders AC: Prognosis in carcinoma of the rectum: a comparison of the Broders and Dukes method of classification. Dis Colon Rectum 1985;28:687-694

47. Lane WA: The results of the operative treatment of chronic constipation. Dis Colon Rectum 1985;28:750-757

48. Bowen JT: Precancerous dermatoses: A study of two cases of chronic atypical epithelial proliferation. Dis Colon Rectum 1986;29:982-988

49. Scultetus J: Historical perspective. Dis Colon Rectum 1986;29:73-82

50. Paul FT: Colectomy. Dis Colon Rectum 1986;29:149-154

51. Finney JMT: Gastro-enterostomy for cicatrizing ulcer of the pylorus. Dis Colon Rectum 1986;29:218-221

52. Billroth CAT: Discussion of problems in modern surgery and daily problems in surgery. Dis Colon Rectum 1986;29:284-287

53. Rabelais F: How Gargantua's Wonderful Understanding Became Known to his Father, Grangousier, by the Intervention of a Torch-cul or Wipe-Breech. Dis Colon Rectum 1986;29:365-367

54. Mathews JD: Advancements in proctology. Dis Colon Rectum 1986;29:434-439

55. Pannett CA: Resection of the rectum with restoration of continuity. Dis Colon Rectum 1986;29:478-492

56. Cripps WH: Cancer of the rectum: Its pathology, diagnosis, and treatment. Dis Colon Rectum 1986;29:534-541

57. Gordon-Watson C: The radium problem: The treatment of carcinoma of the rectum with radium. Dis Colon Rectum 1986;29:600-614

58. Volkmann R: Ueber den Mastdarmkrebs und die Exstirpatio recti [Concerning rectal cancer and the removal of the rectum]. Dis Colon Rectum 1986;29:679-685

59. Allis OH: Intestinal anastomosis with suturing of the entire thickness of the intestinal wall: method and instruments. Dis Colon Rectum 1986;29:776-779

60. Bevan AD: Carcinoma of the rectum: Treatment by local excision. Dis Colon Rectum 1986;29:906-910

61. Deaver JB: Lumbar versus iliac colostomy. Dis Colon Rectum 1987;30:66-71

62. Luke J: A case of obstruction of the colon, relieved by an operation performed at the groin. Dis Colon Rectum 1987;30:150-155

63. Kelsey CE: On division of the sphincter and muscle as a therapeutic measure. Dis Colon Rectum 1987;30:224-226

64. Pott P: The chirurgical works of Percivall Pott, F.R.S. Dis Colon Rectum 1987;30:566-571

65. Thiersch C: Dissertation by Goldmann J: Concerning prolapse of the rectum with special emphasis on the operation by Thiersch. Dis Colon Rectum 1988;31: 154-155

66. Lembert A: [Mémoire sur L'Enteroraphie]. Study on intestinal suture with a description of a new procedure for performing this surgical operation. Dis Colon Rectum 1988;31:489-494

67. Dragstedt LR: Chronic ulcerative colitis: a summary of evidence implicating bacterium necrophorum as an etiologic agent. Dis Colon Rectum 1988;31:658-664

68. Parks AG, Nicholls RJ: Proctocolectomy without ileostomy for ulcerative colitis. Dis Colon Rectum 1988;31:826-83

69. Fournier J-A: Gangrène foudroyante de la verge [Overwhelming gangrene]. Dis Colon Rectum 1988;31:984-988

70. Lloyd-Davies OV: Lithotomy-Trendelenburg position for resection of rectum and lower pelvic colon. Dis Colon Rectum 1989;32:172-175

71. Babcock WW: The operative treatment of carcinoma of the rectosigmoid with methods for the elimination of colostomy. Dis Colon Rectum 1989;32:442-447

72. Swinton NW: Polyps of the colon and rectum and their relationship to malignancy. Dis Colon Rectum 1989;32:807-816

73. Dalziel TK: Chronic interstitial enteritis. Dis Colon Rectum 1989;32:1076-1078

74. Turner G: Conservative resection of the rectum by the lower route: The after results in seventeen cases. Dis Colon Rectum 1990;33:252-258

75. Ravitch MM: Anal ileostomy with sphincter preservation in patients requiring total colectomy for benign conditions. Dis Colon Rectum 1990;33:529-538

76. Cattell RB: A new type of ileostomy for chronic ulcerative colitis. Dis Colon Rectum 1990;33:810-813

77. Patey HP: Primary epithelial apposition in colostomy. Dis Colon Rectum 1991;34:1022-1023

78. Brooke BN: The management of an ileostomy including its complications. Dis Colon Rectum 1993;36:512-516

79. Nigro ND: Combined therapy for cancer of the anal canal: A preliminary report. Dis Colon Rectum 1993;36:709-711

80. Goligher JC et al: Experience with the Russian Model 249 suture gun for anastomosis of the rectum. Dis Colon and Rectum 1993;36:873-880

81. Burkitt DP: Epidemiology of cancer of the colon and rectum. Dis Colon Rectum 1993;36:1071-1082

82. Papillon J: Intracavitary irradiation of early rectal cancer for cure: a series of 186 cases. Dis Colon Rectum 1994;37:88-94

83. Kock NG: Intra-abdominal "reservoir" in patients with permanent ileostomy: preliminary observations on a procedure resulting in fecal "continence" in five ileostomy patients. Dis Colon Rectum 1994;37:278-287

84. Aylett SO: Diffuse ulcerative colitis and its treatment by ileo-rectal anastomosis. Dis Colon Rectum 1994;37:503-511

85. Bargen JA: Chronic ulcerative colitis associated with malignant disease. Dis Colon Rectum 1994;37:727-730

Curriculum Vitae
Charles A. Todaro, CPA

[redacted]

OVERVIEW

Twenty seven years of financial management and executive leadership in a diverse range of industries and settings. Demonstrated skills in adapting quickly to rapidly changing environments and marketplace conditions. Certified Public Accountant, licensed in New York State, with a combination of public and private experience.

EXPERIENCE

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

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

EDUCATION

1983-1987 St. John's University, NY B.S., Accounting
Beta Alpha Psi Honor Society Member and Officer

Curriculum Vitae

Kambiz Jacob Cohen-Kashi, MD

[redacted]

Personal Data

Born: [redacted]
Citizenship: [redacted]
Marital Status: [redacted]
Children: [redacted]

Professional Experience

[redacted]

Academic Appointments

[redacted]

Education

Year	Degree	Field	Institution
08/1992 - 05/1994	A.A	Biology	Oxford College of Emory University
08/1994 - 05/1996	B.S	Biology	Emory College
08/1996 - 05/2000	M.D.	Medicine	New York Medical College

Postdoctoral Training

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

07/2005-06/2006 Hand and Upper Extremity, Fellowship Program Director: Lance Warhold
University of Massachusetts Medical Center

07/2006-06/2008 Plastics and Reconstructive Surgery Program Director: Douglas Rothkopf
University of Massachusetts Medical Center

Licensure and Certification

Board Certification, American Board of Surgery, Surgery. May 8, 2006 – 7/1/2016

Board Certification, American Board of Plastic Surgery. November 13, 2010 – December 31, 2020

Hospital Appointments

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

Awards and Honors

Outstanding Chief Resident Award, North Shore University Hospital, June 2005

Summer Research Fellowship, New York Medical College, May 1997

Research Scholarship, Howard Hughes, Emory University, May 1995

Phi Theta Kappa Honor Society, Oxford College Emory University, May 1994

Major Committee Assignments

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

Memberships, Offices, And Committee Assignments In Professional Societies

Professional Memberships

American Medical Association, AMA, Member 2001 – Present
American College of Surgeons, ACS, Member, 2012- Present
American Society for Surgery of the Hand, ASSH, Candidate Member, 2006- Present
American Society of Plastic Surgeons, ASPS, Member, 2012 – Present
New York Regional Society of Plastic Surgeons, Member, 2012 - Present

Professional Societies

International Scholars Committee, American Society of Plastic Surgeons, Committee elected member, 2011 – present.

Peer-Reviewed Original Reports

1. Como JJ, **Cohen-Kashi KJ,** Alhindawi R. 2004; 56(5): 1149-1151. Post-Traumatic Diaphragmatic Eventration. *J Trauma.*

2. **Cohen-Kashi KJ,** Anne N, Pallapothu RK, Scher L. 2006; 20(1):134-7. Spontaneous Rupture of Hypogastric Artery Aneurysm into the Bladder: A Case Report and Review of the Literature. *A*nn *Vasc Surg*.

3. **Cohen-Kashi KJ**, Leeman J, Rothkopf IM, Rothkopf DM. 2012; 20(2): 96-9. Traumatic Ulnar Artery Aneurysm Secondary to Basketball Dunk: A Case Report and Review. *Vascular*.

4. Sathyanarayana SA, Deutsch GB, Edelman M, **Cohen-Kashi KJ.** 2012; 38(2): 285-7. Cutaneous horn: a malignant lesion? A brief review of the literature. *Dermatol Surg*

5. **Cohen-Kashi KJ,** Christian B, Wu E, Rothkopf DM. A unique surgical approach for mucous cyst resection – curvilinear incision from the eponychial fold to the distal interphalangeal joint. In press.

6. **Presentations**

1. **Cohen-Kashi KJ,** Lukacher A. Identification of Antigenic Determinants for Polyoma virus – Specific T-cell Hybridomas. Emory University, Department of Biology. Honor's Thesis, May 1996.

2. **Cohen-Kashi KJ,** Bank M. Incisional Endometriosis: A Case Report and Review of Literature. Scientific Exhibit, American College of Surgeons 89th Annual Clinical Congress, October 2003

3. Goverman J, **Cohen-Kashi KJ**, Baharestani M, Nicholaides S. Treatment of Infected Abdominal Wounds Containing Mesh Using a Subatmospheric Pressure Dressing. Scientific Exhibit, American College of Surgeons 89th Annual Clinical Congress, October 2003.

4. **Cohen-Kashi KJ,** Christian B, Wu E, Rothkopf DM. A unique surgical approach for mucous cyst resection – curvilinear incision from the eponychial fold to the distal interphalangeal joint. Presentation, 47th Annual New England Society of Plastic and Reconstructive Surgery, June 2006.

5. Conejero JA, **Cohen-Kashi KJ,** Akyurek M, Dunn RM. Microvascular Bellow Knee Salvage in Traumatic Amputation with "Spare Parts". Presentation, 47th Annual New England Society of Plastic and Reconstructive Surgery, June 2006.

6. **Cohen-Kashi, KJ,** Christian B, Wu E, Rothkopf DM. A unique surgical approach for mucous cyst resection – curvilinear incision from the eponychial fold to the distal interphalangeal joint. Presentation, 23rd Annual Northeastern Society of Plastic Surgeons, December 2006.

7. **Cohen-Kashi KJ,** Christian B, Wu E, Rothkopf DM. A unique surgical approach for mucous cyst resection – curvilinear incision from the eponychial fold to the distal interphalangeal joint. Presentation, 10th Trienial Congress of the International Federation for the Surgery of the Hand, March 2007.

8. **Cohen-Kashi KJ**, Akyurek M, Conejero JA, Noury M, Lalikos J. Treatment of Trismus Secondary to Temporomandibular Joint Pseudoankylosis. Presentation, 48th Annual New England Society of Plastic and Reconstructive Surgery, June 2007.

9. Conejero JA, **Cohen-Kashi KJ**, Akyurek M, Lalikos J, Fudem G, Dunn RM. Gunshot Wounds to the Face: Complex Reconstructive Challenges. Presentation, 48th Annual New England Society of Plastic and Reconstructive Surgery, June 2007.

10. **Cohen-Kashi KJ**, Leeman J, Rothkopf IM, Rothkopf DM. Traumatic Ulnar Artery Aneurysm Secondary to Basketball Dunk: A Case Report and Review: Presentation, 35th Annual New England Hand Society, December 2007.

11. **Cohen-Kashi KJ**, Akyurek M, Conejero JA, Noury M, Lalikos J. Treatment of Trismus Secondary to Temporomandibular Joint Pseudoankylosis. Presentation, Plastic Surgery Senior Residents Conference, January 2008.

12. Mangubat EA, DiStefano M, Barusco M, **Cohen-Kashi KJ**. Tissue Expander Removal and Advancement Flaps, Operation Restore Case. XI Orlando Live Surgery Workshop, IHRS Pro Bono Program, April 2008.

13. Israel E, Hirschwerk D, **Cohen-Kashi KJ,** Jhaveri KD. Acrominium species infection management in a Kidney Transplant Recipient. Poster presentation, American Society of Nephrology, November 2012.

14. Capriolli R, **Cohen-Kashi KJ**, Haight J. Hand on Flap Reconstruction course. North Shore LIJ Health System Second Annual Shining Light on Wound Care: A multidisciplinary wound care symposium, April 2015

Lawrence Lin, M.D., F.A.C.S.

[redacted]

Professional Experience

[redacted]

Postgraduate Training

Plastic and Reconstructive Surgery Residency
Mayo Clinic, Rochester, MN
7/2006-6/2008

Hand and Upper Extremity Surgery Fellowship
University of Pittsburgh, Pittsburgh, PA
7/2005-6/2006

General Surgery Residency
North Shore-Long Island Jewish Health System, Manhasset, NY
7/2000-6/2005

Education

Doctor of Medicine
Tufts University School of Medicine, Boston, MA
8/1996-5/2000

Bachelor of Arts
Cornell University, Ithaca, NY
8/1992-5/1996

Academic Appointments

Clinical Assistant Professor of Surgery of the Hofstra North Shore-LIJ School of Medicine

2012-present

Hospital Staff Privileges

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Specialty Boards and Certification

American Board of Plastic Surgery	11/2009-12/2019
American Board of Surgery	9/2006-9/2016
New York License	5/2008-present
Minnesota License	7/2006-3/2009

Awards and Honors

Chief Resident of the Year, General Surgery, 2005
Intern of the Year, General Surgery, 2000

Memberships in Professional Societies

American Society of Plastic Surgeons	2009-present
New York Regional Society of Plastic Surgeons	2008-present

Language Skills

Mandarin Chinese

Presentations

"Preexpanded Scapular/Parascapular Free Flap for Upper Extremity Coverage Following Burn Scar Excision in a 12-year Old," American Society of Plastic Surgery Senior Residence Conference, Washington DC, 2008

"Hand Tumors," Plastic Surgery Grand Rounds, Mayo Clinic College of Medicine, 2007

"Benign Skin Lesions," Plastic Surgery Grand Rounds, Mayo Clinic College of Medicine, 2006

"Transfusion in Surgery," Surgery Grand Rounds, North Shore University Hospital, 2005

"Portal Vein Aneurysm," 88th Annual Clinical Congress, American College of Surgeons, 2002

Publications

Lawrence C. Lin, Samir Mardini, Steven L. Moran. The Use of Free Flaps in Upper Extremity Reconstruction/Anterolateral Thigh Flap, in W.P. Cooney, S.L. Moran, eds. Master's Techniques in Orthopedic Surgery Soft Tissue, 2008

Steven L. Moran, Lawrence C. Lin. Dislocations and Perilunate Injuries of the Carpus. in Guyuron, Eriksson, Persing, Chung, Disa, Gosain, Rubin, Kinney, eds. Plastic Surgery, 2008

Samir Mardini, Lawrence C. Lin. Anterolateral Thigh Flap, in F.C. Wei, S. Mardini, eds. Flaps and Reconstructive Surgery, 2010

Derick T. George, M.D.

[redacted]

EDUCATION:

June 1984	B.Sci., Sophie Davis School of Biomedical Education, CUNY, New York, NY (Combined 6/7 yr; B. Sci. - M.D. Program)
June 1986	M.D., New York University School of Medicine, New York, NY
July 1986 - June 1987	Internship, General Surgery, Columbia Presbyterian Medical Center, New York, NY
July 1987 - June 1990	Residency, Anesthesiology, Columbia Presbyterian Medical Center, New York, NY
July 1990 - June 1991	Neurosurgical Anesthesia Research Fellow, Columbia University College of Physicians and Surgeons, Department of Anesthesiology, New York, NY
Sept. 2011- Dec. 2014	MBA in Management, Adelphi University

PROFESSIONAL EXPERIENCE:

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

Attending Anesthesiologist, University Hospital
SUNY at Stony Brook Medical School

BOARD CERTIFICATION:

American Board of Anesthesiology: Spring 1992

National Board of Medical Examiners: New York Medical License #183881
DEA #BG2881919

AWARDS, MEMBERSHIPS:

Samuel Soifer Memorial Award for Excellence in Urology, 1986

New York Academy of Medicine, Section of Anesthesiology, Residents' Research Contest, Third Prize, 1991

American Society of Anesthesiologist

New York State Society of Anesthesiologist

Suffolk County Society of Anesthesiologist

American Medical Association

National Medical Association

Medical Society of the State of New York

ABSTRACTS/ PUBLICATIONS:

George, DT., Vulliemoz, Y. Opioids and Isoflurane alter the activity of the adenylase cyclase system in rat cerebral cortex.
Presented at the 45th Post Graduate Assembly of the NYSSA, New York, N.Y., 1991

Vulliemoz, Y., George, DT., Interaction of volatile anesthetics with the opioid receptor-adenylase-cyclase system,
FASEB, 1992

References upon request

Derick T. George, MD, MBA, a Columbia University College of Physicians and Surgeons trained anesthesiologist,

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

Within the last year, Dr. George has successfully completed a three-year MBA program in Management at Adelphi University. As a practicing anesthesiologist, with over 24 years of clinical experience, Dr. George is an excellent clinician, a dedicated leader and proven administrator. He has diligently provided safe, quality anesthesia care to countless patients suffering from a multitude of chronic illnesses, some of which can be improved with medical marijuana, especially chronic pain syndromes. As a member of the Board of Nepenthea, Dr. George offers experience leadership and a quest for quantifying the special effects of medical marijuana as it relates to anesthesia outcome and chronic pain management.

CURRICULUM VITAE

Name: **David Keith Halpern, M.D.**

Date of Birth: [redacted]

Place of Birth: [redacted]

Mailing address: [redacted]

Office Telephone: [redacted]

Higher Education

Premedical

- 1984-1986: Bachelor of Science Degree, 1988; Northwestern University, Evanston, Illinois

Medical

- 1986-1990: Medical Doctor, Medicine, 1990; Northwestern University, Chicago, Illinois
  Honors Program in Medical Education

Internship

- 1990-1991: Internship in Surgery; SUNY at Stony Brook, Stony Brook, New York

Residency

- 1990-1995: Residency in Surgery; SUNY at Stony Brook, Stony Brook, New York

Certification & Licensure

- 1994: New York State License #196132
- 1988: Diplomate, National Board of Medical Examiners
- 1990: Provider, Advanced Trauma Life Support
- 1990: Provider, Advance Cardiac Life Support
- 1997: American Board of Surgery

Appointments

(Academic Appointments)

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

Other Appointments

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

Professional Practice & Services

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

Professional & Scientific Societies

- American Medical Student Association 1986-1990
- American Medical Association 1988
- Fellow American College of Surgeons 1999
- Nassau County Medical Society 1995
- American Society of Breast Surgeons 1995
- Medical Society of the State of New York 1996
- Society of Laparoscopic Surgeons 2005
- International College of Surgeons 2005

PUBLICATIONS

- June 2000, Amyand's Hernia; Journal of Computer Assisted Tomography
- 2001, Intestinal Obstruction from Midgut Volvulus after Lap/Appy; Surgical Endoscopy
- 2005, Diagnosis of Stump Appendicitis; American Journal of Roentgenology

Presentations

- 1991, Management of Aortic Dissection; SUNY at Stony Brook, Stony Brook, NY
  (Grand Rounds)
- 1992, Micrografting Techniques; SUNY at Stony Brook, Stony Brook, NY
  (Grand Rounds/Department of Surgery)
- 1994, Laparoscopic vs. Open Cholecystectomy; SUNY at Stony Brook, Stony Brook, NY
  (Biliary Symposium)
- 1994, Management of Acute Visceral Ischemia; SUNY at Stony Brook, Stony Brook, NY
  (Vascular Surgery Symp)
- 1995, Gastroschisis & Omphalocele, A Omphalogy course; SUNY at Stony Brook, Stony Brook, NY
  (Pediatric Surgery)
- 2000, Laparoscopic Colon Resection, Winthrop University Hospital, Nursing Grand Rounds
- 2005 – Present, “Laparascopic Inguinal Hernia Repair”, Course Instructor
  Course includes didactic sessions followed by live patient demonstrations
  of proper surgical technique. Sponsored by Bard, Inc.

Hospital Committees
(Winthrop University Hospital)

• Medical Staff Organization	2009 - Present
• Executive Committee of Medical Staff	2009 - Present
• Surgical Review Committee	2005 - Present
• Tumor Board	2005 – Present
• Breast Tumor Board	2008 – Present
• Steering Committee of the Winthrop Physician's Hospital Organization	2012 – 2013
⅄ Winthrop PHO Board of Directors	2013 – Present

CURRICULUM VITAE

Name: **David Keith Halpern, M.D.**

Date of Birth: [redacted]

Place of Birth: [redacted]

Mailing address: [redacted]

Office Telephone: [redacted]

Higher Education

Premedical

- 1984-1986: Bachelor of Science Degree, 1988; Northwestern University, Evanston, Illinois

Medical

- 1986-1990: Medical Doctor, Medicine, 1990; Northwestern University, Chicago, Illinois
  Honors Program in Medical Education

Internship

- 1990-1991: Internship in Surgery; SUNY at Stony Brook, Stony Brook, New York

Residency

- 1990-1995: Residency in Surgery; SUNY at Stony Brook, Stony Brook, New York

Certification & Licensure

- 1994: New York State License #196132
- 1988: Diplomate, National Board of Medical Examiners
- 1990: Provider, Advanced Trauma Life Support
- 1990: Provider, Advance Cardiac Life Support
- 1997: American Board of Surgery

Appointments
(Academic Appointments)

- 1990-1995: Assistant Clinical Instructor of Surgery; SUNY at Stony Brook Medical School, Stony Brook, NY
- 1994-1995: Chief Surgical Resident; SUNY at Stony Brook Medical School, Stony Brook, NY
- 1998-Present: Assistant Clinical Professor of Surgery; SUNY at Stony Brook Medical School, Stony Brook, NY

Other Appointments

- [redacted]

Professional Practice & Services

- 1995 to Present: Nassau Surgical Associates, P.C.
  300 Old Country Road, Suite 101
  Mineola, NY 11501

Professional & Scientific Societies

• American Medical Student Association	1986-1990
• American Medical Association	1988
• Fellow American College of Surgeons	1999
• Nassau County Medical Society	1995
• American Society of Breast Surgeons	1995
• Medical Society of the State of New York	1996
• Society of Laparoscopic Surgeons	2005
• International College of Surgeons	2005

PUBLICATIONS

- June 2000, Amyand's Hernia; Journal of Computer Assisted Tomography
- 2001, Intestinal Obstruction from Midgut Volvulus after Lap/Appy; Surgical Endoscopy
- 2005, Diagnosis of Stump Appendicitis; American Journal of Roentgenology

Presentations

- 1991, Management of Aortic Dissection; SUNY at Stony Brook, Stony Brook, NY
  (Grand Rounds)
- 1992, Micrografting Techniques; SUNY at Stony Brook, Stony Brook, NY
  (Grand Rounds/Department of Surgery)
- 1994, Laparoscopic vs. Open Cholecystectomy; SUNY at Stony Brook, Stony Brook, NY
  (Biliary Symposium)
- 1994, Management of Acute Visceral Ischemia; SUNY at Stony Brook, Stony Brook, NY
  (Vascular Surgery Symp)
- 1995, Gastroschisis & Omphalocele, A Omphalogy course; SUNY at Stony Brook, Stony Brook, NY
  (Pediatric Surgery)
- 2000, Laparoscopic Colon Resection, Winthrop University Hospital, Nursing Grand Rounds
- 2005 – Present, “Laparascopic Inguinal Hernia Repair”, Course Instructor
  Course includes didactic sessions followed by live patient demonstrations
  of proper surgical technique. Sponsored by Bard, Inc.

Hospital Committees
(Winthrop University Hospital)

- Medical Staff Organization 2009 - Present
- Executive Committee of Medical Staff 2009 - Present
- Surgical Review Committee 2005 - Present
- Tumor Board 2005 – Present
- Breast Tumor Board 2008 – Present
- Steering Committee of the
  Winthrop Physician's Hospital Organization 2012 – 2013
- Winthrop PHO Board of Directors 2013 – Present

[redacted]

[redacted]

DEAN PAUL PAPPAS, MD,MBA FACS, FASCRS

CURRENT PRACTICE

[redacted]

CURRENT APPOINTMENTS

Clinical Assistant Professor of Surgery, School of Medicine, SUNY Stony Brook—July 2005-Present

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

Site Director, Winthrop Division ~ SUNY Stony Brook Colon and Rectal Surgical Residency—July 2007

[redacted]

FELLOWSHIP TRAINING JULY 1999~ JUNE 2000

PGY VI ~ Colorectal Fellow
Orlando Regional Medical Center Orlando, FL

RESIDENCY TRAINING JULY 1994~JUNE 1999

PGY I through V ~ Categorical General Surgery Resident at University Hospital, SUNY Stony Brook

MEDICAL EDUCATION SEPTEMBER 1990~JUNE 1994

SUNY Stony Brook School Of Medicine ~ Doctor of Medicine

UNDERGRADUATE& GRADUATE EDUCATION

Adelphi University, Robert B. Willumstad School of Business – Masters in Business Administration, May 2014

SUNY Binghamton – Bachelor of Science in Biological Sciences, Bachelor of Arts in Psychology, May 1990

BOARD CERTIFICATION

Diplomate:
American Board of Surgery ~ Certificate number 45595 ,
Recertification valid through July 2021

American Board of Colon and Rectal Surgery -- Certificate #R-655, Recertified valued through December 2021

CURRENT HOSPITAL AFFILIATIONS

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

PUBLICATIONS

Pappas DP, Hines G., Delayed Iatrogenic Aortic Dissection from Coronary Bypass Managed with Extraanatomic Bypass. Journal of Thoracic and Cardiovascular Surgery 1998 115:947-9

Pappas DP, Hines G., Selective Patching in Carotid Endarterectomy: Is Patching Always Necessary? Journal of Cardiovascular Surgery; Accepted for publication. June 1998

HONORS

Alpha Omega Alpha ~ Honor Society MU of New York, House Staff Member, SUNY at Stony Brook School of Medicine ~ 1998

Outstanding Resident Faculty Award for Clinical and Technical Excellence, University Hospital at Stony Brook ~ 1997

SUNY at Stony Brook, School of Medicine, Honors in Multiple clinical clerkship, including surgery ~ 1990-1994

SUNY at Binghamton - Graduated with Honors ~ 1990

MEMBERSHIPS

Fellow of the American Society of Colon and Rectal Surgeons ~ 2002
Fellow of the American College of Surgeons ~ 2002
American College of Surgeons ~ 1997
Nassau Surgical Society ~ 2000 – present. President 2008
American College of Surgeons, Long Island and Brooklyn Chapter
~ Officer since 2004
Alpha Omega Alpha ~ House Staff Member ~ 1998
American Medical Association ~ 1994

LICENSE & CERTIFICATIONS

Medical License in the State of New York #205432-1
United States Medical Licensing Examination ~ 1996
Advanced Trauma Life Support (ATLS)
Advanced Cardiac Life Support (ACLS)
Basic Life Support (BLS)

BOARDS & COMMUNITY SERVICE

Chair, Surgical Site Infection/Surgical Care Improvement Project Committee-South Nassau Communities Hospital, 2012 – Present

Board of Trustees, East Woods School, 2013 – Present

Executive Board Member, Physician Hospital Organization, Winthrop University Hospital, 2-13 – Present

Executive Board Member, New York Society of Colon and Rectal Surgeons, 2013 – Present

Dr. Stuart Wasser attended Columbia College and then NYU Medical School. After completing an Internal Medicine residency at North Shore University Hospital, he settled

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Therefore, he focused on ambulatory treatment for detoxification and abstinence maintenance. Protocols now exist for outpatient treatment of opioids, sedatives, alcohol, and stimulants. Marijuana is also successfully treated.

Not only does he treat patients who identify themselves as addicts but he also treats those who identify themselves primarily as pain and/or anxiety patients. He has long recognized that many medications can be both beneficial and potentially harmful. He is acutely aware of the risks and benefits of medical marijuana and will guide Nepenthea to maximize the benefits while minimizing potential abuse by patients and physicians.

To Whom It May Concern:

Michael Driscoll is an honorable man who is of outstanding character and of high integrity who will always conduct himself in the most professional manor.

When Michael called and informed me of his plans to research medical marijuana and subsequently distribute to veterans, I immediately wanted to support him, knowing the person that he is. Michael would never enter into a venture unless he researched all angles, both ethical and legal, before putting his devoted efforts behind all aspects involved in the endeavor.

This is where I come in with full support. I spent my entire adult life in Federal Law Enforcement, the last twenty years as a Special Agent of the Drug Enforcement Administration (DEA) in New York. Prior to [redacted] I ran what is called the Tactical Diversion Squad (TDS). This group of Special Agents and DEA Diversion Investigators were responsible with enforcement of the pharmaceuticals laws governing Doctors, Pharmacists and Pharmaceutical companies.

Michael informed me of his intentions and asked all the right questions regarding the method of obtaining licenses both for research and licenses for the distribution of medical marijuana. This is how Michael works, he is thorough and diligent knows how and where to find the legal and safest methods to secure and distribute the medical marijuana.

Knowing Michael throughout the years and knowing his upbringing and education, I am confident that Michael is a true patriot who has the utmost concern for the veterans who suffer from post-traumatic stress disorder. I also know that Michael would assist in any way to offer relief to these most valued Americans.

In speaking with Michael, I have confirmed that he is well aware that all prescription drugs have a potential for abuse. The fact the he has the insight to have an open dialogue with DEA and has sought guidance only supports his commitment to gain understanding of all issues which may arise in this undertaking.

As a [redacted] Special Agent of the DEA, I support Michael and his team and will offer them any assistance in furtherance of this project. I wish him well knowing that he and his team are truly trying to make a difference in the medical field.

Sincerely

Michael O. Gildea

DANIEL SISTO

[redacted]

Thirty-seven years of executive leadership experience in regulatory and competitive environments with emphasis on public policy analysis, health reform and financing negotiation, program development and implementation, health planning, and administration.

EXPERIENCE

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

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

EDUCATION

1979 Certificate - Cornell University, Ithaca, New York Health Executive Development Program

1971 MBA - Marketing, St. John's University, New York
- Top Marketing Graduate, Class of 1971
- Beta Gamma Sigma (National Honor Society)
- Teaching and Research Assistantship
- American Legion Award for Military Excellence (ROTC)
- Distinguished Military Graduate (ROTC)

1969 BS - Management, St. John's University, New York
- Full Scholarship - 4 years; Dean's List 1969

HONORS

2014 American Hospital Association Board of Trustees Award

2013 Distinguished Service Award (Healthcare Association of New York State)

Annual Meeting Honoree (Primary Care Development Corporation)

Outstanding Industry Service Award (Healthcare Financial Management Association)

2012 Theodore Roosevelt Distinguished Service Award (Nassau-Suffolk Hospital Council)

Annual Honoree (National Multiple Sclerosis Society)

2011 Healthcare Executive of the Year (Healthcare Leaders of New York)

2009 Doctor of Science, Honoris Causa (Albany Medical College)

2006 Alden March Award for Public Service to Health Care (Albany Medical Center Foundation)

1998 Stephen A. Ryan Memorial Award (Healthcare Financial Management Association)

1991 Monsignor Fitzpatrick Memorial Award (Healthcare Financial Management Association)

PROFESSIONAL ACTIVITIES

- New York State North Country Health System Redesign Task Force; Chairman (2013-14) Chaired a multi-stakeholder forum to provide the Governor and Commissioner of Health with a plan to redesign the health care system in upstate New York

- Governor Cuomo's Medicaid Redesign Team (MRT) (2010-2012); MRT Payment Reform Task Force, Co-Chairman (2011); Medicaid Global Cap Task Force (2012)

- Transition Team for Governor-Elect Eliot Spitzer (2006), Transition Team for Governor-Elect Andrew Cuomo (2010)

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- Advisory Board to the NYS Senate Medicaid Reform Task Force (2003)

- State Hospital Association Executive Forum (SHAEF): Officer 1997-2000; Joint AHA/SHAEF

Task Force on Mission and Vision (1995-2001); Joint AHA/SHAEF Subcommittee on Improving Representation and Advocacy, Chairman (1995-97)

- New York State Special Advisory Review Panel on Empire Blue Cross/Blue Shield (nine-member panel, appointed by NYS Governor and Legislature, to oversee restructuring) (1993-2000)

- New York State Legislature's Council on Health Care Financing: Health Care Reform Committee (1989-Present); Advisory Committee on Hospital Reimbursement (1990); Advisory Group on Uncompensated Care (1986-1989); Advisory Committee on Health Planning (1988)

- New York State Community Health Partnership (1997-2000); Co-founder

- New York State Department of Health's Task Force on Health Care Financing Reform (1992-95)

- New Yorkers for Civil Justice Reform, Board of Directors (1998-2008)

- Hospital Underwriters Mutual (HUM), Board of Directors (1987-1996)

- New York State Citizens' Task Force on Child Abuse and Neglect (1989)

Highly recruited guest speaker, delivered literally hundreds of keynote and panel addresses.

Jules Elliott Garbus, MD
[redacted]

Personal

Date of Birth: [redacted]
Place of Birth: [redacted]

Education

Brandeis University – Waltham, MA
Bachelor of Arts –Major: Biology (Cum Laude)
July 1986 – June 1990

University of Health Sciences – The Chicago Medical School – N. Chicago, IL
Doctor of Medicine
July 1990 – June 1994

North Shore University Hospital – Manhasset, NY
General Surgery Internship
July 1994 – June 1995

North Shore University Hospital – Manhasset, NY
General Surgery Residency PGY-2 to PGY-5
July 1995 – June 1999

Cleveland Clinic Florida – Fort Lauderdale, FL
Colon & Rectal Surgery Fellowship
July 1999 – June 2000

Cleveland Clinic Florida – Fort Lauderdale, FL
Endorectal Ultrasonography Course
February 13, 2001

Intuitive DaVinci Robotic Surgical Course – Hartford, CT
January 24, 2012

Intuitive DaVinci Robotic Advanced Colorectal Course—Chicago, IL
9/26-9/27/12

Licensure

United States Medical Licensing Examination (USMLE)
Part 1 – June 1992
Part 2 – September 1993
Part 3 – May 1996

States of New York Medical License
April 1997 – License #206508

DEA License
February 2000 – License #BG6653035

Board Certification

Diplomate American Board of Surgery
November 2000 - Recertification valid through July 2021
Certificate #45654

Diplomate American Board of Colon & Rectal Surgeons
September 2002 - Recertification - Recertification valid through December 2022
Certificate #R-621

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Current Hospital Affiliations

Academic Appointments

Honors/Awards

Boy Scouts of America
Eagle Scout Award, 2/23/86

UHS/CMS: Cook County Hospital
Honors in Medicine
Medicine Clerkship, 1992

UHS/CMS: North Chicago Veterans Administration Hospital
Honors in Child Psychiatry
Psychiatry Clerkship, 1993

University of Health Sciences/The Chicago Medical School
Alpha Omega Alpha, elected October 1993

New York Society of Colon & Rectal Surgeons
Residents Night—3/27/97
Third prize for podium presentation

Strathmore's Who's Who, 2002 – 2003

America's Top Surgeons, 2002 – 2003

Societies/Affiliations

American College of Surgeons
American Society of Colon & Rectal Surgeons
Society of American Gastrointestinal Endoscopic Surgeons
Graduate Medical Education Committee – Cleveland Clinic, FL (1999-2000)
Medical Records Committee, North Shore University Hospital (1998 – 1999)
The Alpha Omega Alpha, Honor Medical Society
UHS/The Chicago Medical School Alumni Association
Brandeis University Alumni Association
Sigma Alpha Mu Fraternity (Gamma Chi Chapter)

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Employment Experience

Volunteer Experience

Brandeis Emergency Medical Corporation, January 1989 – June 1990

Law and Medicine Internship, Supervisor – Massachusetts States Senator Edward Burke, Chairman – Senate Healthcare Committee, Boston MA, 1989 – 1990
CMS Cares, Taught AIDS Education and Cardiovascular Health: Waukegan Public School Students

Clinical Laboratory Instructor, Endoscopic Management of Colorectal Disease, SAGES 2000 Hands-On Course, Atlanta, GA, 3/29/00

Presentations And Publications

GRAND ROUNDS

Fecal Incontinence: A Challenging Problem. Presented to Department of General Surgery, North Shore University Hospital, Manhasset, NY, June 1999.

An Evidence-based Approach to the Treatment of Rectal cancer., Presented to Multidisciplinary Cancer Conference, Winthrop-University Hospital, October 2013

POSTERS

Leitman, M, Reiner D, **Garbus J**, Steir L, Abumrad N: **Predicting Outcome in Trauma Patients Admitted to the Surgical Intensive Care Unit.** Presented at the 82nd Annual Clinical Congress, American College of Surgeons, San Francisco, October 1996.

Garbus J, Breibart A, Denoto G, Gadaleta D: **A Multidisciplinary Approach to the Management of Complex Multiple Enterocutaneous Fistulae.** Presented at the 83rd Annual Clinical Congress, American College of Surgeons, Chicago, October 1997.

Garbus J, Gadaleta D, Miller D, Shapiro M: **Radiologic Evaluation of Non-Specific Abdominal Pain: A Critical Link.** Presented at the 83rd Annual Clinical Congress, American College of Surgeons, Chicago, October 1997.

Miller D, **Garbus J**, Shapiro M, Gadaleta D: **Radiologic Evaluation of Non-Specific Abdominal Pain in Patients Presenting to the Emergency Room: A Critical Look.** Presented at the 98th Annual Meeting, American Roentgen Ray Society, San Francisco, April 1998.

Garbus J, Dobriner M, Hoexter B, Moseson M, Bute B: **The Treatment of Rectal Prolapse Perineal Rectosigmoidectomy – An Excellent Surgical Option.** Presented at the 97th Annual Convention, American Society of Colon & Rectal Surgeons, San Antonio, May 1998.

Garbus J, Risucci D, Cohen J, Bordan : **Guided Versus Unguided Practice in the Acquisition of Simulated Laparoscopic Surgical Skills.** Presented at the 84th Annual Clinical Congress, American College of Surgeons, Orlando, October 1998.

Cohen M, Greenwald M, **Garbus J**: **Granular Cell Tumor: A Unique Neoplasm of the Rectum.** Presented at the 84th Annual Clinical Congress, American College of Surgeons, Orlando, October 1998.

Rodriguez C, Mehta M, **Garbus J**, Dietzek A, Babrowitz J**: Spontaneous Retroperitoneal Hemorrhage Secondary to Renal Amgiomyolipoma Presented as Ruptured Abdominal Aortic Aneurysm.** Presented at the 84th Annual Clinical Congress, American College of Surgeons, Orlando, October 1998.

Rodriguez C, **Garbus J**, Denoto G: **Crohn's Disease of the Appendix: A Rare Clinical Entity.** Presented at the 85th Annual Clinical Congress, American College of Surgeons, San Francisco, October 1999.

Sacks S, **Garbus J**, Hoexter B, Dobriner M, Moseson M, Bute B: **Rectovaginal Fistulas. A Transanal Approach.** Presented at the 85th Annual Clinical Congress, American College of Surgeons, San Francisco, October 1999.
Hernandez R, **Garbus J**, Garber S: **Laparoscopic Surgical Approach to Complicated Diverticular Abscesses.** Presented at the 85th Annual Clinical Congress, American College of Surgeons, San Francisco, October 1999.

Zager J, **Garbus J**, Garber S: **Jejunal Diverticulosis, a rare Entity with Multiple Presentations: A Series of Cases and a Literature Review.** Presented at the 85th Annual Clinical Congress, American College of Surgeons, San Francisco, October 1999.

Garbus, J, **Aligning Education, Gynecologic Quality Improvement and Patient Safety to Reduce CaUTIs at Winthrop-University Hospital**. Presented at ACS/NSQIP National Conference, San Diego, July 2013.

Desrosiers L, **Garbus JE**, Steiner AM, Garely A, **The Use of Fibrin Glue Bioprosthetic Agent to Close a Complex Intragluteal Fistula**. Presented at the 32nd Annual Scientific Meeting, American Urogynecologic Society, Providence, September 2011.

PODIUM

Garbus J, Dobriner M, Hoexter B, Moseson M, Bute B: **Perineal Proctectomy – An Excellent Surgical Option.** Presented at the New York Society of Colon & Rectal Surgeons, Residents Night, New York, NY, 3/27/97.

Garbus J, Hoexter B, Dobriner M, Moseson M, Bute B: **Repair of Rectovaginal Fistulas: A Transanal Approach.** Presented at the New York Society of Colon & Rectal Surgeons, Residents Night, New York, NY 3/26/98.

Surgical Education in the United States. Presented at the 64th Annual Meeting of the Swiss Society of Gastroenterology and Hepatology/Swiss Society of Abdominal Surgery, Zurich, Switzerland, 9/17/99.

Can Anal Ultrasound and Anal Electromyography Predict Functional Results after Overlapping Sphincteroplasty. Presented at the Northeastern Society of Colon & Rectal Surgeons Annual Meeting, Palm Beach, FL, 11/8/99.

Clinical Case Presentations in Anorectal Physiology. Presented at the Symposium of Practical Esophageal Motility, pH, and Anorectal Testing, Cleveland Clinic Florida, Fort Lauderdale, FL, 12/4/99.

Wexner SD, Singh J, **Garbus J**, SAGES Colonoscopy Outcomes Group: **The Safety and Efficacy of Surgeons Performing Colonoscopy: A Prospective Outcomes Analysis.** Presented at the SAGES 2000 Annual Meeting, Atlanta, GA, 4/1/00.

PUBLICATIONS

Risucci D, Cohen JA, **Garbus JE**, Goldstein M, Cohen MG: **The Effects of Practice and Instruction on Speed And Accuracy during Resident Acquisition of Simulated Laparoscopic Skills.** Cur. Surg. 2001 Mar: 58 (2): 230-235.

Zager JS, **Garbus JE**, Shaw JP, Cohen MG, Garber SM: **Jejunal Diverticulosis: A Rare Entity with Multiple Presentations, a Series of Cases.** Dig Surg, 2000; 17 (6): 643-645.

Cohen MG, Greenwald ML, **Garbus JE**, Zager JS: **Granular Cell Tumor – A Unique Neoplasm of the Internal Anal Sphincter: Report of an Interesting Case.** Dis Colon Rectum. 2000 Oct; 43 (10): 1444-6; discussion 1447.

Wexner SD, **Garbus JE**, Singh JJ: The SAGES Colonoscopy Outcomes Study Group. **A Prospective Analysis of 13, 580 Colonoscopies: Re-Evaluation of Credentialing Guidelines.** Surg Endo, 1001 Mar; 15 (3): 251-261.

Garbus JE, Potenti F, Wexner S, **Current Controversies in Pouch Surgery**. Southern Medical Journal. 96 (1): 32-36, January 2003.

Pappas DP**, Garbus JE,** Feuerman, Reed, WP**: Improving Uniformity of Care for Colorectal Cancers through National Quality Forum Quality Indicators at a Commission on cancer-accredited Community Based Teaching Hospital.** Surg Oncol Clin N Am. 2011 Jul 20 (3): 587-96 21640923.

[redacted]

JOSEPH A. QUAGLIATA

PROFESSIONAL EXPERIENCE:

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

EDUCATION:

ST. JOHNS UNIVERSITY Jamaica, New York
B.B.A. Accounting
06/1967

PROFESSIONAL AFFILIATIONS:

- Healthcare Association of New York State, presently Member of Board of Directors and Chairman 2010
- Nassau-Suffolk Hospital Council, Member of Board of Directors 1998- 2012 and Chairman 2006-2008

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

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

HONORS AND AWARDS:

Honoree:

- Village of Rockville Centre, Sandel Senior Center, 2012
- 1 in 9 The Long Island Breast Cancer Action Coalition, 2006
- American Association of Physicians of Indian Origin (AAPI), 2005, 2012
- Hispanic Brotherhood of Rockville Centre, 2005
- Boy Scouts of America, Rough Rider District, Community Service Award, 2004
- Long Island Blood Services "Spirit of Giving", 2004
- KJOY Radio for a Cure, Breast Cancer Awareness, 2003
- South Nassau Communities Hospital Carnation Ball, 2003, 2012

Awards:

- Healthcare Financial Management Association
  - William G. Fulmer Merit Award, 1978
  - Robert H. Reeves Merit Award, 1981
  - Frederick T. Muncie Merit Award, 1984
  - Founders Metal of Honor, 1987
  - Stephen A. Ryan Memorial Award, 1991
  - Lifetime Leadership Award, 2013
- American College of Healthcare Executives, Regents Award, 2012
- Congregation B'nai Shalom Beth David, Community Service Award 2012
- Long Island Breast Cancer Summit, Paragon Award, 2011
- Reverend Monsignor Thomas J. Hartman, Humanitarian Award, 2011
- Club Civico Cubano, Community Advocate of the Year, 2009
- Long Island Blood Services, Heroglobin Award, 2008
- Hispanic Brotherhood of Rockville Centre, Certificate of Recognition, 2005

PUBLICATIONS:

- American Executive and Health Executive, January 2005
- Modern Healthcare, July 2001

HOWARD J. KOPEL
ALTERNATE DEPUTY PRESIDING OFFICER
LEGISLATOR, DISTRICT 7

COMMITTEES
CHAIRMAN, Budget Review
CHAIRMAN, Government Services & Operations
VICE CHAIRMAN, Rules
VICE CHAIRMAN, Public Works
MEMBER, Economic & Community Development & Labor
MEMBER, Towns, Villages & Cities

NASSAU COUNTY LEGISLATURE
THEODORE ROOSEVELT EXECUTIVE AND LEGISLATIVE OFFICE BUILDING
1550 FRANKLIN AVENUE, MINEOLA, NEW YORK 11501
(516) 571-6207 • hkopel@nassaucountyny.gov

November 3, 2012

Dear Friends:

Thank you for this opportunity to extend my warm regards to all the friends and supporters of the South Nassau Communities Hospital. The 2012 Carnation Ball is an important event dedicated to ensure the health and wellbeing of every family and individual living on Long Island's south shore.

I am especially pleased to express my heartfelt congratulations to this year's recipient of the prestigious Mary Pearson Award, President and CEO of South Nassau Communities Hospital Mr. Joseph A. Quagliata.

Mr. Quagliata is deserving of this honor for his selfless support and boundless dedication to securing and expanding the quality health care that South Nassau Communities Hospital provides. Please accept my sincere gratitude for making Nassau County a better, safer, and healthier home for all its residents.

Warm Regards,

Howard J. Kopel
County Legislator – District 7
Nassau County

CHARLES E. SCHUMER
NEW YORK

COMMITTEES:
JOINT ECONOMIC
BANKING
JUDICIARY
RULES
FINANCE

United States Senate

WASHINGTON, DC 20510

November 3, 2012

Dear Friends:

Please accept my warmest greetings and congratulations as you gather for South Nassau Communities Hospital's 2012 Carnation Ball, honoring Joseph A. Quagliata. I am grateful for the opportunity to recognize the exemplary work of the South Nassau Communities Hospital, its doctors, staff, volunteers, leadership and tonight's honoree on this momentous occasion.

Since its establishment, the South Nassau Communities Hospital has been committed to providing comprehensive, affordable quality patient healthcare to the residents of Long Island's South Shore. The effective healthcare staff and physicians, at South Nassau Communities Hospital have created an atmosphere of professionalism through their innovative and culturally appropriate care. I applaud your commitment and dedication to providing patients with compassionate and invaluable health programs and resources.

Furthermore, I would like to extend my congratulations to this evening's distinguished honoree and President & CEO of the South Nassau Communities Hospital, Joseph A. Quagliata. I am honored to have the opportunity to recognize Joseph for his unwavering dedication to the residents of Long Island and innovative healthcare policies that have made the South Nassau Communities Hospital the foremost healthcare provider on Long Island. Their vision and commitment to New Yorkers is as an inspiration to us all.

Again, congratulations and thank you for your dedication and hard work. I know the South Nassau Communities Hospital will continue to serve New Yorkers for many years to come. Best wishes for a wonderful evening.

Sincerely,

Charles Schumer

Charles E. Schumer
United States Senator

HOUSE OF REPRESENTATIVES
WASHINGTON, D. C. 20515

PETER T. KING
THIRD DISTRICT
NEW YORK

November 3, 2012

South Nassau Community Hospital
One Healthy Way
Oceanside, NY 11572

Dear Friends:

It is my pleasure to congratulate the South Nassau Community Hospital on the occasion of the 2012 Carnation Ball.

I am proud to extend my best wishes to your Mary Pearson Award recipient, Joseph A. Quagliata, president and chief executive officer of South Nassau Communities Hospital. I am proud to be able to call Joe my friend. He deserves to be commended for his tireless dedication, hard work and service.

Please accept my personal congratulations and very best wishes for continued success in the years ahead.

All the best.

Sincerely,

PETER T. KING
Member of Congress

United States House of Representatives

CAROLYN MCCARTHY
Fourth District
New York

September 17, 2012

Dear Friends,

Please accept my warm greetings as South Nassau Communities Hospital celebrates the 2012 Carnation Ball.

For years, South Nassau Communities Hospital has provided Long Islanders with quality medical care, excellent physicians and a wide range of services. The Annual Carnation Ball is one of the hospital's largest and most successful fundraising events, attracting hundreds of guests and supporters.

I want to extend my gratitude to everyone in attendance at this year's Ball and congratulate Joseph A. Quagliata for receiving the 2012 Mary Pearson Award. I applaud him for his unwavering commitment and outstanding service to the community and South Nassau Communities Hospital. Thank you for all that you do to make South Nassau Communities Hospital such an extraordinary facility.

Once again, congratulations and best wishes for continued success and a memorable evening.

Sincerely,

Carolyn M. Carthy

CAROLYN McCARTHY
Member of Congress

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STATE OF NEW YORK
EXECUTIVE CHAMBER
ALBANY 12224

ANDREW M. CUOMO
GOVERNOR

November 3, 2012

South Nassau Communities Hospital
One Healthy Way
Oceanside, NY 11572

Dear Friends:

It is a pleasure to send greetings to everyone gathered for South Nassau Communities Hospital's 2012 Carnation Ball.

Since its inception, South Nassau Communities Hospital has been committed to delivering accessible and comprehensive medical and surgical care to patients on Long Island. The generous support of everyone present and everyone affiliated with South Nassau and the Gertrude & Louis Feil Cancer Center makes it possible for the dedicated staff to ease pain, restore good health, and promote wellness while emphasizing dignity and respect for each individual.

Today, you pay tribute to a distinguished honoree, and I join in congratulating Joseph A. Quagliata for this recognition of his efforts as president and CEO of South Nassau Communities Hospital. He can take a measure of pride in knowing that his meaningful contributions have benefited a grateful community.

With warmest regards, and best wishes for an enjoyable evening.

Sincerely,

ANDREW M. CUOMO

printed on recycled paper

DEAN G. SKELOS
PRESIDENT PRO TEM
MAJORITY LEADER

THE SENATE
STATE OF NEW YORK
ALBANY 12247

ROOM 909 LEGISLATIVE OFFICE BUILDING
ALBANY, NY 12247

ROOM 332 CAPITOL
ALBANY, NY 12247
(518) 455-3171
FAX (518) 426-6950

99 FRONT STREET
ROCKVILLE CENTRE, NY 11570
(516) 766-8383
FAX (516) 766-8011

E-MAIL: SKELOS@NYSENATE.GOV

November 3, 2012

South Nassau Communities Hospital
One Healthy Way
Oceanside, New York 11572

Dear Friends:

I would like to take this opportunity to extend my most heartfelt greetings to all in attendance at the Annual South Nassau Communities Hospital Carnation Ball.

I offer my sincere congratulations to this year's distinguished guest of honor, my good friend, the President and Chief Executive Officer of South Nassau Communities Hospital, Joseph A. Quagliata. Joseph, who is retiring from South Nassau after forty years of distinguished service, is this year's recipient of the Mary Pearson Award. He is being honored for his many years of hard work, friendship, vision, leadership and dedication on behalf of South Nassau Communities Hospital.

I would also like to recognize the truly outstanding work of the South Nassau Communities Hospital. I know first-hand of the magnificent job that all of the doctors, nurses, administration and volunteers perform. I am sure that South Nassau Communities Hospital will continue to thrive and build on its rich legacy of compassion and care.

As the Majority Leader of the New York State Senate, I am proud to join the people of New York in applauding the South Nassau Communities Hospital and this year's guest of honor Mr. Joseph Quagliata on their remarkable service to our community.

With my best regards to all, I remain.

Sincerely yours,

Dean G. Skelos

DEAN G. SKELOS
Majority Leader
New York State Senate

SENATOR KEMP HANNON
6TH DISTRICT
E-MAIL:
HANNON@NYSENATE.GOV
WEBSITE:
WWW.KEMPHANNON.COM

THE SENATE
STATE OF NEW YORK

STATE CAPITOL, ROOM 420
ALBANY, NEW YORK 12247
(518) 455-2200

595 STEWART AVENUE, SUITE 540
GARDEN CITY, NEW YORK 11530
(516) 739-1700

November 3, 2012

South Nassau Communities Hospital
2012 Carnation Ball
One Healthy Way
Oceanside, NY 11572

Dear Friends:

I just wanted to take a brief moment of your time to express my heartfelt congratulations and best wishes to one and all as you celebrate South Nassau's committed service during the 2012 Carnation Ball at The Cradle of Aviation Museum.

I would also like to offer congratulations to your Carnation Ball Honoree, **Mr. Joseph Quagliata**, the President and CEO of South Nassau Communities Hospital, as your "Mary Pearson" Award winner. His retirement after 40 years of distinguished service speaks volumes of his dedication and devotion, and I echo your recognition of his vision and leadership and celebration of his commitment. In addition, this wonderful annual event will go a long way towards benefitting the Gertrude & Louis Feil Cancer Center. Keep up the great work!

Once again, my best wishes to one and all, and my sincere and heartfelt congratulations to Mr. Quagliata, as he looks forward to a well-deserved retirement.

Sincerely,

Kemp Hannon

KEMP HANNON
Sixth Senatorial District

THE SENATE
STATE OF NEW YORK

SENATOR
CHARLES J. FUSCHILLO, JR.
8TH DISTRICT

November 3, 2012

Dear Friends:

It is my pleasure to extend warmest greetings to everyone gathered here at South Nassau Communities Hospital's Annual Carnation Ball to benefit the Gertrude & Louis Feil Cancer Center.

Each year South Nassau Communities Hospital's Carnation Ball concentrates on the implementation for significant improvements at the hospital. These efforts have managed to create one of the top medical facilities throughout the greater New York area. The Gertrude and Louis Feil Cancer Center will feature world-class oncologists with state-of-the-art equipment. This center will once again place South Nassau Communities Hospital in the forefront in its field. We are all grateful for the hospital's commitment to remain steadfast in pioneering medical advances which constantly change the foundation of the health care environment.

I would like to join with all of tonight's guests in congratulating this evening's honoree Joseph A. Quagliata, recipient of the Mary Pearson Award. I have had the honor of working with Mr. Quagliata throughout the years and would like to extend best wishes for a happy and healthy retirement. I would also like to thank the staff and volunteers who go above and beyond what is expected to make this hospital the extraordinary facility is it today.

Enjoy tonight's festivities and please accept my best wishes for continued success.

Sincerely,

CHARLES J. FUSCHILLO, JR.
New York State Senator

FUSCHILL@SENATE.STATE.NY.US

THE ASSEMBLY
STATE OF NEW YORK
ALBANY

EARLENE HOOPER
Assemblywoman 18th District

☑ NASSAU COUNTY
33 Front Street
Suite 104
Hempstead, New York 11550
516-489-6610
FAX: 516-538-3155

☐ ALBANY OFFICE
Room 739
Legislative Office Building
Albany, New York 12248
518-455-5861
FAX: 518-455-4329

DEPUTY SPEAKER

COMMITTEES
Education
Rules
Women's Task Force
Ways and Means

August 16, 2012

South Nassau Communities Hospital
One Healthy Way
Oceanside, New York 11572

Dear Friends:

Congratulations to South Nassau Communities Hospital on its 2012Carnation Ball being held on, Saturday, November 3, 2012 at the Crest Hollow Country Club, Woodbury, New York.

It is an honor and pleasure to acknowledge the 2012 honoree Joseph A. Quagliata, President and Chief Executive Officer of South Nassau Communities Hospital, on receiving the prestigious Mary Pearson Award, for his vision and leadership over the past forty (40) years.

I am proud to commend the honoree and this fine organization. Your timeless efforts and dedication to serve our community are greatly appreciated.

Again, congratulations.

Sincerely,

Earlene Hooper

Earlene Hooper, Deputy Speaker
Member of the Assembly
18th AD

EH/ja

THE ASSEMBLY
STATE OF NEW YORK
ALBANY

HARVEY WEISENBERG
20th District

PLEASE REPLY TO:
Room 731
Legislative Office Building
Albany, New York 12248
(518) 455-3028
fax (518) 455-5769

ASSISTANT SPEAKER
PRO TEMPORE

COMMITTEES
Banks
Correction
Education
Environmental Conservation
Mental Health
Transportation

November 3, 2012

Dear Friends,

It is a great pleasure to extend greetings to everyone attending South Nassau Communities Hospital's 2012 Carnation Ball. This special evening is an opportunity to recognize the exciting achievements of South Nassau and the vital role it plays in our community.

It is fitting that South Nassau Communities Hospital honor Joe Quagliata with the Mary Pearson Award. Through his outstanding leadership skills, Joe has given forty years of unwavering dedication and empathetic concern for the health and well being of others. He has made a world of difference and I wish him a restful and healthy retirement.

It is my pleasure to join with others in extending my warm congratulations on a job well done. Best wishes for a festive event and keep up the good work!

Sincerely,

Harvey Weisenberg
Assistant Speaker Pro Tempore

CHAIRMAN
Minority Task Force on
Sex Offender Watch

CO-CHAIRMAN
Minority Task Force on
Crime in our Communities

Minority Task Force on
Medicaid Waste, Fraud and Abuse

THE ASSEMBLY
STATE OF NEW YORK
ALBANY

RANKING MINORITY MEMBER
Transportation Committee

COMMITTEES
Banks
Health
Education
Consumer Affairs and Protection
Veterans' Affairs

DAVID G. McDONOUGH
Assemblyman 19th District

November 3, 2012

Dear Friends,

I wish to take this opportunity to congratulate the Mary Pearson Award recipient South Nassau Communities Hospital President and Chief Executive Officer Joseph A. Quagliata on the occasion of his being honored at the South Nassau Communities Hospital Carnation Ball which will benefit the Gertrude and Louis Feil Cancer Center.

Mr. Quagliata has been an exemplary leader of one of the most prestigious hospitals on Long Island—South Nassau Communities Hospital. His commitment to the Hospital has made it the outstanding facility that it is today.

South Nassau Communities Hospital with their outstanding staff and numerous volunteers is also to be commended for their outstanding work in providing treatment, medical services and support to patients and their families. In addition, South Nassau Communities Hospital also has an exemplary reputation within the communities they serve.

Congratulations to my friend Joseph Quagliata on receiving this prestigious award and best wishes for a successful evening!

Sincerely,

DAVID G. McDONOUGH
Member of Assembly

DGM:ll

ALBANY OFFICE: Room 533, Legislative Office Building, Albany, New York 12248 • 518-455-4633, FAX 518-455-5559
DISTRICT OFFICE: 404 Bedford Avenue, Bellmore, New York 11710 • 516-409-2070, FAX 516-409-2073
E-MAIL: mcdonoughd1@assembly.state.ny.us

THOMAS McKEVITT
Assemblyman 17th District
Nassau County

THE ASSEMBLY
STATE OF NEW YORK
ALBANY

RANKING MINORITY MEMBER
Committee on Judiciary

COMMITTEES
Mental Health
Election Law
Consumer Affairs & Protection
Local Governments

November 3, 2012

Dear Friends,

Congratulations and best wishes to South Nassau Communities Hospital on the occasion of your 2012 Carnation Ball.

I wish to extend my congratulations to this year's honoree: Joseph A. Quagliata, President and Chief Executive Officer of South Nassau Communities Hospital, upon his receipt of the Mary Pearson Award. Mr. Quagliata's leadership as President and CEO, since 1998, has brought profound change to the Hospital. It has expanded and diversified the services it offers, enabling more individuals to receive the care and treatment necessary to return to their lives and loved ones. Mr. Quagliata's vision and determination to see this vision come to fruition has ensured SNCH will remain a vibrant institution long into the future. I commend him for all the years of hard work and effort on behalf of all the residents of Nassau County, especially those living on the South Shore.

Again, best wishes for an enjoyable evening and continued success in all your good works.

Sincerely,

THOMAS McKEVITT
Member of Assembly

RECEIVED JUL 25 2012

ALBANY OFFICE: Room 546, Legislative Office Building, Albany, New York 12248 • 518-455-5341, FAX: 518-455-4346
DISTRICT OFFICE: 1225 Franklin Avenue Plaza, Suite 465, Garden City, New York 11530 • 516-739-5119, FAX: 516-739-5459

November 3, 2012

Dear Friends:

It is a pleasure to know of the success of the Carnation Ball and honor the accomplishments of South Nassau Communities Hospital. Tonight's event is a wonderful opportunity to celebrate all who work diligently to provide the highest quality of health services to our communities. It is also proper to recognize and show appreciation to one of the most effective leaders in the health care community, your CEO, Joseph A. Quagliata. I am so lucky to call him a dear friend and I'm sure we all share this feeling.

Since its establishment, South Nassau Communities Hospital has demonstrated an unwavering commitment to their patients, employees and their families and to Long Island. I am proud to recognize your important accomplishments.

I congratulate this year's honoree, Joseph A. Quagliata, President and Chief Executive Officer. His years of dedication and outstanding performance are a fine example for others to follow. The efforts of Joe Q have created an abundance of quality to this facility and effectiveness in delivering health services. His leadership is exceptional and "writes the book" for anyone responsible for an organization. He is truly a *Renaissance Man.*

On behalf of my colleagues in the New York State Assembly, please accept my best wishes for an enjoyable evening and continued success. The residents of Long Island are healthier and happier due to your efforts.

Sincerely,

Joseph S. Saladino
Member of Assembly

Hon. Brian Curran

New York State Assemblyman

Congratulations to *Mr. Joseph Quagliata* as he is being honored at the 2012 Carnation Ball for forty outstanding years of service to South Nassau Communities Hospital. I wish you the best in all future endeavors. There is no doubt that your work will always be a part of the legacy of South Nassau Communities Hospital.

Office of the County Executive
1550 Franklin Avenue
Mineola, New York 11501

November 3, 2012

Dear Friends,

I am pleased to join all of you who have gathered to celebrate the success of South Nassau Communities Hospital on the occasion of its Annual Carnation Ball.

South Nassau Communities Hospital has established a distinguished record of excellence, providing comprehensive programs of service ensuring the highest level of health care.

South Nassau Communities Hospital is deserving and worthy of the esteem of Nassau County for their selfless service to the community through its many programs and services.

This year's event gives us the opportunity to recognize the achievements of its guests of honor, President and CEO, Joseph A. Quagliata, for his leadership in both the business and local communities for the past 40 years, and to all of you who have worked toward forwarding the goals of this fine organization throughout the year.

Best wishes for continued success in all your endeavors.

Sincerely,

Edward P. Mangano
County Executive

RECEIVED JUL 17 2012

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501
Tel: (516) 571-2386
Fax: (516) 571-5900
NCComptroller@nassaucountyny.gov

November 3rd, 2012

Dear Friends,

I am pleased to have this opportunity to join with you tonight in support of the South Nassau Communities Hospital 2012 Carnation Ball, and to pay tribute to Joseph A. Quagliata who as president and chief executive officer of South Nassau Communities Hospital has been instrumental to its success.

For 40 years, Mr. Quagliata like South Nassau, has been known as an innovator in the healthcare field and I am happy to participate in this event, which will benefit patients throughout the South Shore of Long Island.

I offer my congratulations to tonight's honoree, Joseph Quagliata, and hope you will all accept my best wishes for a wonderful evening.

Sincerely yours,

George Maragos
Nassau County Comptroller

Nassau County Legislator
Denise Ford
1550 Franklin Avenue
Mineola, New York 11501

November 2012

Dear Friends;

It is my privilege and honor to join all of you who have assembled here tonight in celebration of the South Nassau Communities Hospital 2012 Carnation Ball.

This wonderful hospital is to be commended for providing vital services to our south shore community. For over eighty years South Nassau is dedicated to providing the very best in medical care.

Please accept my personal best wishes and congratulations to Joseph A. Quagliata "2012 Mary Pearson Award Recipient", for his many good deeds serving South Nassau Communities Hospital for Forty Years with outstanding dedication, guidance, & commitment.

On behalf of the Nassau County Legislature, I wish South Nassau Communities Hospital officers, directors and staff a most successful year!

Cordially,

Denise Ford

Denise Ford
Legislator, District 4

KATE MURRAY
Supervisor

OFFICE OF THE SUPERVISOR
TOWN OF HEMPSTEAD
ONE WASHINGTON STREET, HEMPSTEAD, N.Y. 11550-4923
(516) 489-5000

November 3, 2012

South Nassau Communities Hospital
2445 Oceanside Road
Oceanside, New York 11572

Dear Friends,

Tonight's "2012 Carnation Ball" affords an appropriate setting to salute the exceptional health care and patient treatment provided by South Nassau Communities Hospital in Oceanside. As the hospital enjoys continued growth and expansion, the foundation for South Nassau's success remains the compassion and commitment exhibited towards its patients and its community.

This evening's event shines a brilliant spotlight upon Joseph A. Quagliata, the hospital's esteemed president and chief executive officer who is retiring after a remarkable 40-year career of service. As Mr. Quagliata accepts the prestigious "Mary Pearson Award," America's largest township joins the chorus of admirers to sing the praises of this one-of-a kind man who has offered vision and leadership while establishing an exemplary standard of care at South Nassau.

Along with the contributions of Mr. Quagliata, the quality and diversity of all health care services provided by South Nassau can be credited to the outstanding doctors, nurses, administrators and support personnel at the hospital. An immense pride in the standard of patient care has been complimented by impressive strides in the fields of diagnosis, treatment and research.

The hospital has also become an active and effective participant in a variety of community projects. A trusted neighbor, with kind heart and civic spirit, South Nassau has supported quality of life programs throughout Oceanside and the surrounding areas.

Impressive in appearance, impassioned in approach, South Nassau Communities Hospital remains faithful to it's stated motto, "touching lives, one patient at a time." With a tradition of great service and a future of great promise, the hospital will continue to build upon its record of achievement. A respected leader in Long Island's health care community, South Nassau is truly deserving of our township's heartfelt admiration.

Again, my heartfelt congratulations to honoree Joe Quagliata as well as the administrators, doctors, nurses and support staff at South Nassau Communities Hospital.

Sincerely,

Kate Murray

KATE MURRAY
Supervisor

Senior Councilman Anthony J. Santino

ONE WASHINGTON STREET
HEMPSTEAD, NEW YORK 11550-4923
(516) 812-3200
asantino@tohmail.org

November 3, 2012

Dear Friends:

I am happy to extend greetings and best wishes to everyone attending the 2012 South Nassau Communities Hospital Carnation Ball this evening. Your attendance tonight as well as your continued support for this outstanding medical institution assists the hospital in providing the highest level of care to the community at its Gertrude & Louis Feil Cancer Center.

Tonight is extremely special as all the proceeds go directly to fund the remarkable work that the world-class multidisciplinary medical professionals, from oncologists to nursing staff, perform to keep the quality of care the cancer center offers at its highest levels – the gold standard that has always been found at South Nassau.

There is no finer individual that you could choose to honor and celebrate than tonight's recipient of the prestigious Mary Pearson Award.

Joseph A. Quaqliata is not just your average hospital administrator; he's more than just the president and CEO of this hospital. He's an advocate for every patient who comes through SNCH's doors; he's a friend to every doctor, nurse, EMT and staff member employed by this great medical facility.

Now, after more than four decades of distinguished service to the South Nassau Communities Hospital, Joe Quagliata is retiring. Joe's vision and leadership have well-positioned South Nassau to be a regional leader in medicine and patient care to the more than 700,000 residents of Nassau County's South Shore. His daily contributions to the operations and medical excellence of this medical center will be sorely missed.

Joe's foresight and adeptness at future planning have positioned SNCH well to continue its tremendous service to our community. Many will try to emulate the new technologies, proven medical treatments and gold standard in patient care that are the hallmark of his tenure.

Tonight, I join you in saluting my friend, Joseph A. Quagliata with the Mary Pearson Award. Thanks to Joe, and you, South Nassau Communities Hospital continues to make a positive impact on our community. It's my sincere hope that the institution perpetuates its tradition of excellent health care for many years to come, in our area and beyond.

Sincerely,

ANTHONY J. SANTINO
Senior Councilman

RECEIVED JUL 16 2012

INCORPORATED
VILLAGE OF FREEPORT
Phone: 516-377-2252

46 NORTH OCEAN AVE
FREEPORT, NY 11520
Fax: 516-377-2323

ANDREW HARDWICK
MAYOR

November 3, 2012

South Nassau Communities Hospital
One Healthy Way
Oceanside, New York 11572

Dear Friends:

I am delighted to offer congratulations to the recipient of the prestigious South Nassau Communities Hospital 2012 Carnation Ball Mary Pearson Award, Mr. Joseph A. Quagliata, President and CEO of South Nassau Communities Hospital.

Mr. Quagliata's contributions and dedication to this influential institution have been stellar. His vision and leadership have led to the gold standard of care to more than 700,000 South Shore residents.

South Nassau Communities Hospital is one of the premiere hospitals in New York State, and their health care service is recognized nationwide. They have community ties that remain strong, and their leading edge technology and life saving techniques put them at the center of a healthcare renaissance.

As Mayor of the Incorporated Village of Freeport, it is my honor to applaud my friend, Mr. Quagliata for his many accomplishments and congratulate him on his retirement after 40 years of distinguished service.

My best wishes to everyone for a wonderful evening.

Warm regards,

Andrew Hardwick
Mayor

AH/cm

VILLAGE OF ROCKVILLE CENTRE

ONE COLLEGE PLACE
P.O. BOX 950
ROCKVILLE CENTRE, N.Y. 11571-0950

FRANCIS X. MURRAY, Mayor
NANCY HOWARD, Trustee
KEVIN R. GLYNN, Trustee
EDWARD J. OPPENHEIMER, Trustee
MICHAEL SEPE, Trustee

OFFICE OF THE MAYOR
516/678-9260
FAX #: 516/678-9225
email: fxmurray@rvcny.us
www.rvcny.us

November 3, 2012

To The Carnation Ball Attendees:

It is my pleasure to recognize Joseph A. Quagliata, the President and Chief Executive Office of South Nassau Communities Hospital, as the recipient of the prestigious Mary Pearson Award at the hospital's 2012 Carnation Ball.

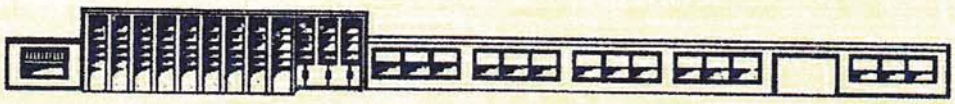
During his tenure, Mr. Quagliata has greatly expanded the hospital's physical space and its range of services, and has as a result advanced its reputation in the region.

I salute South Nassau and the 2012 Carnation Ball attendees for supporting the hospital's Gertrude & Louis Feil Cancer Center where a multidisciplinary team of world-class medical, radiation and surgical oncologists use the latest in advanced medical technology to deliver state-of-the-art cancer treatment.

South Nassau has been a vital part of the Rockville Centre community since 1928 when personnel from the old Rockville Centre Sanitarium helped to found the first community hospital in our area. It is gratifying to see the recent improvements and the continuing expansions to this outstanding health care institution which now serves more than 700,000 south shore residents.

Very truly yours,

Francis X. Murray
Mayor



VILLAGE OF

V A L L E Y S T R E A M

BOARD OF TRUSTEES

MAYOR
EDWIN A. FARE

DEPUTY MAYOR
JOHN L. TUFARELLI

TRUSTEES
VINCENT M. GRASSO
DERMOND E. THOMAS
VIRGINIA CLAVIN-HIGGINS

VILLAGE JUDGE
ROBERT G. BOGLE

VILLAGE CLERK
ROBERT D. BARRA

It is with great pride and gratitude that I extend warmest congratulations to South Nassau Communities Hospital at this evening's 2012 Carnation Ball to benefit the Gertrude & Louis Feil Cancer Center. It is fitting that the center be named for the Feils, a reflection of this family's marvelous generosity and commitment to a world-class center of healing.

South Nassau Communities Hospital continues to grow in stature and significance as it makes historic advances into the world of science and technology at a truly astonishing pace. The Gertrude & Louis Feil Cancer Center is just such an example; featuring multidisciplinary team of renown medical, radiation and surgical oncologists, it is a premier cancer center on Long Island's south shore. What a privilege it is to have this cancer center within our Village of Valley Stream, a source of enormous pride to all Valley Streamers who recognize and appreciate its life-saving mission. We thank you for being so integral a part of our Valley Stream family.

Always a lustrous gala event, this year's Carnation Ball is distinguished tonight by the presence of this year's honoree, Joseph A. Quagliata, President and Chief Executive Officer of South Nassau Communities Hospital.

On behalf of the entire Village Board of Valley Stream, I congratulate Mr. Quagliata on his forty years of distinguished service to South Nassau Communities Hospital. Through his leadership and vision, this fine institution has provided the gold standard of care to the community it serves. We wish him much health and happiness in his retirement, and may his future endeavors be as successful as the future he has helped forge at South Nassau Communities Hospital.

I thank you all for including Valley Stream Village in this evening's auspicious gala, and pledge my unwavering support for South Nassau communities Hospital's continued success!

Sincerely,

Edwin A. Fare

Edwin A. Fare, Mayor

VILLAGE HALL on THE VILLAGE GREEN, VALLEY STREAM, NEW YORK 11580
VILLAGE HALL MAIN PHONE NUMBER: 516-825-4200 FAX: 516-825-8316
WWW.VSVNY.ORG

KIRSTEN E. GILLIBRAND
NEW YORK

UNITED STATES SENATOR

November 3, 2012

Dear Friends,

It is a privilege to welcome all of you to the 2012 Carnation Ball hosted by South Nassau Communities Hospital and to congratulate tonight's recipient of the Mary Pearson Award, Joseph A. Quagliata.

I am grateful to the staff of the South Nassau Communities Hospital for their commitment to providing accessible, affordable and quality healthcare to the communities of Nassau County. I am also grateful to all of you attending this dinner tonight for exemplifying a tradition of giving and caring as you dedicate your efforts in modernizing and purchasing new equipment for the South Nassau's Gertrude and Louis Feil Cancer Center. I highly encourage everyone's continued dedication to supporting and strengthening the health of Nassau County's South Shore communities.

I send my congratulations to the honoree and best wishes for a wonderful celebration and many more years of continued success.

Sincerely,

Kirsten E. Gillibrand

Kirsten E. Gillibrand
United States Senator

NOT PRINTED AT GOVERNMENT EXPENSE

Jeffrey L. Martin, M.D.

[redacted]

Education/Work Experience

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

Board Certification

American Board of Ophthalmology, 2000
Recertified, American Board of Ophthalmology, 2010

Honors/Awards

Top Doctor: New York Metro Area by Castle Connolly, ltd., 2007 -2014

Medical School

Honors in Biochemistry, Microbiology, Surgery, Pediatrics, and Ophthalmology

Undergraduate

Phi Beta Kappa
Summa Cum Laude
Louis J. Jacobs Premedical Prize (most promising premedical student)
Ralph and Mary Lichtenwater Memorial Prize (science major with the highest cumulative grade point average)

Professional Memberships

American Academy of Ophthalmology
American College of Surgeons
Suffolk County Medical Society
Suffolk County Ophthalmology Society
Long Island Ophthalmology Society
New York State Ophthalmology Society
American Society of Cataract and Refractive Surgery

Hospital Affiliations

[redacted]

Attending

Stony Brook University Medical Center, Stony Brook NY
Assistant Clinical Professor of Ophthalmology

[redacted]

Presentations/Publications

Lead Instructor Femtosecond Laser Cataract Surgery Skills Transfer Course, American Society of Cataract and Refractive Surgery Meeting 2015, San Diego, CA

Strategies For Success with the Tecnis Family of IOLs, AMO Presenter, American Society of Cataract and Refractive Surgery Meeting 2015, San Diego, CA

Refractive Surgery Innovative Approaches to Building Strong Practices, AMO Presenter, American Society of Cataract and Refractive Surgery Meeting 2015, San Diego, CA

How to Recharge Your LASIK Practice, AMO Panelist, American Academy of Ophthalmology Meeting 2014, Chicago, IL

Catalys Users Meeting, AMO Presenter, American Academy of Ophthalmology Meeting 2014, Chicago IL

Femtosecond Laser Cataract Surgery and Premium Implant Lenses, AMO Panelist, American Academy of Ophthalmology Meeting 2014, , Chicago IL

Use of the Tecnis Multifocal IOL, AMO Panelist, American Society of Cataract and Refractive Surgery Meeting 2014, Boston MA

Current Concepts in LASIK, AMO Panelist, American Society of Cataract and Refractive Surgery Meeting 2014, Boston MA

Advances in Cataract Surgery… My First Six Months With the Femtosecond Laser, North Shore Eye Care Semiannual Symposium, June 2014, Hauppauge NY

Cataract Surgery and LASIK Update, North Shore Eye Care Semiannual Symposium, January 2014, Hauppauge NY

Clinical Presentation of a Toric IOL Patient, AMO Panelist, American Academy of Ophthalmology Meeting 2013, New Orleans, LA

Six Steps to Success With Premium IOLs, Cataract and Refractive Surgery Today, October 2013

Steroid and Antibiotic Use in Anterior Segment Surgery, North Shore Eye Care Semiannual Symposium, January 2013, Hauppauge NY

Perioperative Challenges in Cataract Surgery and Laser Vision Correction, North Shore Eye Care Semiannual Symposium, May 2012, Hauppauge NY

Cataract Surgery and LASIK Update, North Shore Eye Care Semiannual Symposium, January 2012, Hauppauge NY

Clinical Rounds of the Anterior Segment, North Shore Eye Care Semiannual Symposium, May 2011, Hauppauge NY

Cataract Surgery and Laser Vision Correction Update, North Shore Eye Care Semiannual Symposium, January 2011, Huntington NY

Clinical Conumdrums Surrounding Cataract Surgery and Laser Vision Correction, North Shore Eye Care Semiannual Symposium, May 2010, Huntington NY

Latanoprost As Adjunctive Therapy in Advanced Glaucoma, Poster at ARVO Meeting, May 1997

Michael A. Brickman, MD FACS

[redacted]

HOSPITAL AFFILIATIONS

[redacted]

POSTGRADUATE EDUCATION

7/2005 – 6/2007
Resident, Dept of Plastic Surgery
Nassau University Medical Center
East Meadow, NY 11554

7/2004 – 6/2005
Chief Resident, Dept of Surgery
University of Hawaii Surgical Residency Program
Honolulu, HI 96813

7/2002 – 6/2004
Resident, Dept of Surgery
University of Hawaii Surgical Residency Program
Honolulu, HI 96813

7/2000 – 6/2002
Resident, Dept of Surgery
Long Island Jewish Medical Center
New Hyde Park, NY 11040

EDUCATION

01/1996 – 05/2000
St. George's University School of Medicine
Grenada, West Indies
Doctor of Medicine

08/1991 – 12/1995
Indiana University
Bloomington, Indiana
BA, Biology

BOARD CERTIFICATION

American Board of Plastic Surgery Oral Exam, Nov. 14, 2009
American Board of Plastic Surgery Written Exam, Oct. 15, 2007
American Board of Surgery Certifying Exam, April 30, 2007
American Board of Surgery Qualifying Exam, August 11, 2005

ACADEMIC SOCIETIES

Fellow, American College of Surgeons
Member, American Society of Plastic Surgeons

ARTICLES

Kalimi R, Gecelter G, Caplin D, **Brickman M**, Tronco G, Love C, Yao J, Simms HH, Marini CP. The Diagnosis of Acute Cholecystitis: Sensitivity of Sonography, Cholescintigraphy, and Combined Sonography-Cholescintigraphy. J Am Coll Surg. 2001 Dec;193(6):609-13.

Brickman M, Parsa NN, Parsa FD. *Late Hematoma After Augmentation Mammaplasty.* Aesthetic Plast Surg. 2004 Mar-Apr;28(2):80-2

Brickman M, Parsa AA, Parsa FD. *Mycobacterium cheloneae Infection After Augmentation Mammaplasty*. Aesthetic Plast Surg. 2005 Mar 10

Parsa FD, **Brickman M**, Parsa AA. *Augmentation/mastopexy*. Plast Reconstr Surg. 2005 Apr 15;115(5):1428-9

Parsa AA, Nakasone GK, Soon CW, Hsu A, **Brickman M**, Parsa FD. *Smoking and Breast Reduction.* Plast Reconstr Surg. 2006 June; 117(7); 2506-7

ABSTRACTS PRESENTED

Brickman M, Castrellon R, Singh J, Simpson R. *The Effects of Smoking on Capsular Contracture Following Cosmetic Breast Augmentation.* ASPS Senior Residents Conference, Pasadena, CA, February 1, 2007

Kalimi R, **Brickman M**, Marini CP, Simms HH, Gecelter GR. *The Role of Intraoperative ERCP in the Management of Choledocholithiasis.* Grand Rounds, Long Island Jewish Medical Center, June 2001.

CASE PRESENTATIONS

Giant Scalp Mass, Nassau Surgical Society Plastic Surgery Symposium, December 7, 2006

Hemorrhagic Shock in a Jehovah's Witness: How Low Can You Go?, Hawaiian Islands Trauma Symposium, July 10, 2004

To Whomsoever It may Concern

I started my medical career in [redacted] almost as a

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

pain management. The changes in my career were intrinsically driven by a feeling of helplessness towards a lot of patient types. Perhaps it has been a little self serving, not to have to deal with illnesses that cause excruciating pain, perhaps to avoid the feeling of helplessness when the same child returns to the emergency room with intractable seizures. I see suffering in a different light now and the instantaneous relief I can provide from anesthetics. While the instant relief is gratifying, in many instances the underlying problems are chronic and need better, safer and more portable measures that do not require the patient to undergo procedures under intense monitoring.

My interest in the relief of pain and suffering and extensive experience in taking care of children as a fully trained pediatrician and anesthesiologist, and patients of all age groups in the pain suite makes me uniquely qualified to get involved in continue to seek answers for aforementioned problems, some, if not all of them can be helped by judicious use of medical marijuana.

Sincerely.

Bimal Massand M.D.
06/04/2015

Mark B. Taubman, MD
CEO, University of Rochester Medical Center and UR Medicine
Dean, School of Medicine and Dentistry
Senior Vice President for Health Sciences

June 1, 2015

UNIVERSITY of ROCHESTER MEDICAL CENTER

MEDICINE of THE HIGHEST ORDER

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

Dear Commissioner Zucker:

The University of Rochester Medical Center (URMC) supports Nepenthea's application to receive one of the five licenses to cultivate and dispense medical marijuana in New York State.

With the passage of the Compassionate Care Act, we believe New York is well-positioned to be at the forefront of medical marijuana research and patient care. In order to achieve that goal, we believe it is critical that clinical research and policy analysis be a primary focus of this program.

Our discussions with the principals of Nepenthea, lead us to believe that a group such as this could provide a significant service to our region, particularly around advancements with regard to research. Daniel Sisto, the former CEO of HANYS and a Board member of Nepenthea, emphasized the organization has the scientific and technical expertise to provide the services required by a registered organization. In fact, Marvin Corman, M.D., who leads the research component of their initiative, is one of the foremost, academic, colorectal surgeons. We believe it is vital that research is conducted in order to further inform efficacy and ensure the safest environment for patients accessing this method of treatment. Nepenthea is committed to provide exemplary, statewide, patient care and research. To that end, Nepenthea intends to enhance its current research linkage with SUNY Stony Brook, by creating a statewide Clinical Research Advisory Group, with its statewide partners. Such a research network could help URMC with regard to research related to medical conditions covered by the Compassionate Care Act. We would be very comfortable working more directly with Nepenthea if the Department of Health granted it a license.

Thank you for your consideration of Nepenthea's candidacy and licensure in this important program.

Sincerely,

Mark B. Taubman, M.D.

601 Elmwood Avenue · Box 706 · Rochester, NY 14642
585.275.0017 · 585.273.1059 fax · Mark_Taubman@urmc.rochester.edu · www.urmc.rochester.edu

SOUTH NASSAU®
COMMUNITIES HOSPITAL
Touching lives, one patient at a time.

One Healthy Way, Oceanside, NY 11572
1-877-SOUTH-NASSAU · www.southnassau.org

June 4, 2015

New York State Department of Health
Albany, NY 12202

Dear Gentlemen and Ladies:

Please consider this letter of support for Nepenthea LLC and the company's application for a Registered Organization (RO) license to manufacture and dispense medical marijuana in New York State.

Nepenthea LLC was formed as a healthcare delivery company and is supported, and predominantly owned, by physicians and healthcare executives from the Long Island medical community. The principals of the organization and their initial investors are individuals of character and integrity with strong ties to Long Island and New York State.

Nepenthea LLC has assembled a team of individuals who bring unique and disparate skill sets to the enterprise. Medicine, management of healthcare facilities and hospitals, stewardship of statewide insurance systems, operations and logistics, security and anti-diversion tactics, financial acumen, and strategic vision are just some of the experiences and skills represented within Nepenthea LLC.

The company is assembling a Clinical Research Advisory Board (CRAG) made up of physicians from a wide cross-section of medical specialties including, but not limited to, cardiology, anesthesiology, oncology and gastroenterology. The company's dedication to providing medical research and expertise to the medical marijuana enterprise is a deciding factor in our decision to support Nepenthea LLC's application for a Registered Organization license in New York State.

Sincerely,

Richard J. Murphy
President and Chief Executive Officer

Hon. Robert W. Schmidt, Retired
Associate Justice of the Appellate Division
of the Supreme Court
State of New York, Second Department

June 1, 2015

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

Dear Gentlemen and Ladies:

I am writing this letter on behalf of Dean P. Pappas, M.D., Chief Medical Officer of Nepenthea, LLC. Please consider this application for a Registered Organization (RO) license to manufacture and dispense medical marijuana in New York State pursuant to the Compassionate Care Act.

I have known Dr. Pappas since 1994 when he started his surgical residency at Stony Brook University. He is a friend of the family as well as my wife's doctor. Over the years, I have seen him grow and become an accomplished surgeon that has created one of the largest and most successful colorectal practices on Long Island. Dr. Pappas is well respected among his peers and patients. He was named President of the Nassau Surgical Society in 2008 and serves on the Executive Counsel of the American College of Surgeons and the New York Society of Colon & Rectal Surgeons. His experience and character will serve him well as Chief Medical Officer of Nepenthea, LLC.

Dr. Pappas formed Nepenthea as a healthcare service corporation that is composed of physicians and healthcare executives from the Long Island medical community. Given their medical background, Nepenthea is uniquely positioned to conduct an expansive research to enhance the knowledge base and the physiology of medical marijuana to allow for increased safety and to maximize its public health benefit.

I am confident that if you favorably consider the Nepenthea, LLC. application you will successfully meet both the "letter of the law" and the "spirit" set forth in the Compassionate Care Act, and make available to New York residents a first class, consumer friendly, health benefit.

If you have any questions regarding this recommendation, please contact the undersigned.

Very truly yours,

Hon. Robert W. Schmidt, Retired
133 Peachtree Drive
East Norwich, N.Y. 11732

Hon. Robert W. Schmidt, Retired
Associate Justice of the Appellate Division
of the Supreme Court
State of New York, Second Department

June 1, 2015

New York State Department of Health
Corning Tower
Empire State Plaza
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If you have any questions regarding this recommendation, please contact the undersigned.

Very truly yours,

Hon. Robert W. Schmidt, Retired
133 Peachtree Drive
East Norwich, N.Y. 11732

THOMAS W. EGAN
6 [redacted]

CURRICULUM VITAE

5/98 - Present 9/13 Health Care Financial Consultant "Thomas W. Egan, LLC"
(Brookhaven; Catholic Health Services of L.I. (5 Hospitals); Peconic Bay;
Sound Shore; South Nassau & Winthrop University; (Total of 10 Hospitals))

12/66 – 5/98 (32 Yrs.) Sr. Vice President, CFO, Winthrop University Hospital, Mineola, NY

2/1962 –11/30/ 1966 Controller (CFO): St. Clare's Hospital, New York, NY

9/1959 –8/ 1961 U.S. Army Active Duty (Service in USA and Korea)Earned Korea Defense Medal
And Good Conduct Medal.

9/1961 –8/1965 U.S. Army 2 yrs Active Reserve and 2 yrs Standby Reserve

8/1956 – 8/1959 Graven Duggan & Company (Public Accounting Firm)

1954 – 1956 J. Walter Thompson Co.(Advertising Firm) (International Acctg Dept)

9/1953 –5/ 1959 Manhattan College, Riverdale, NY; (Evening Division); BBA Accounting

Professional Associations and Activities:

Fellow; Healthcare Financial Management Association (FHFMA)

President, Metropolitan NY Chapter (HFMA) 1973 – 1974

Member, Board of Directors Metropolitan NY Chapter (HFMA) 1968-1979

Chairman, Personnel Placement Committee Metropolitan NY Chapter (HFMA) 1978 – 1998

Recipient of the following merit awards from the Metropolitan NYChapter (HFMA)
Follmer 1969, Reeves 1972, Muncie 1976, Steven A. Ryan Memorial 1978, Medal of Honor 1987

Chairman, Healthcare Association of NYS (HANYS) Finance Committee, 1983 – 1985

Chairman, Nassau Suffolk Hospital Council, Finance Committee 1970 – 1973

Adjunct Professor, State University of NY at Stony Brook 1976 – 1982. Master's Program in Health Care Administration & Masters Program in School of Allied Health. (Evening Programs)
Course Title "Financial Management of Health Care Organizations"

Instructor, Coach Course for Fellowship Exam, Healthcare Financial Management Association

Member, Blue Cross Controllers' Advisory Committee 1964 – 1979

Member. Technical Advisory Committee to the NYS Council on Health Care Finance 1985 – 1986

Member, Committee on Finance, Reimbursement &Efficiency, Council on Health Care Finance 1991-1993

Numerous Speaking Engagements

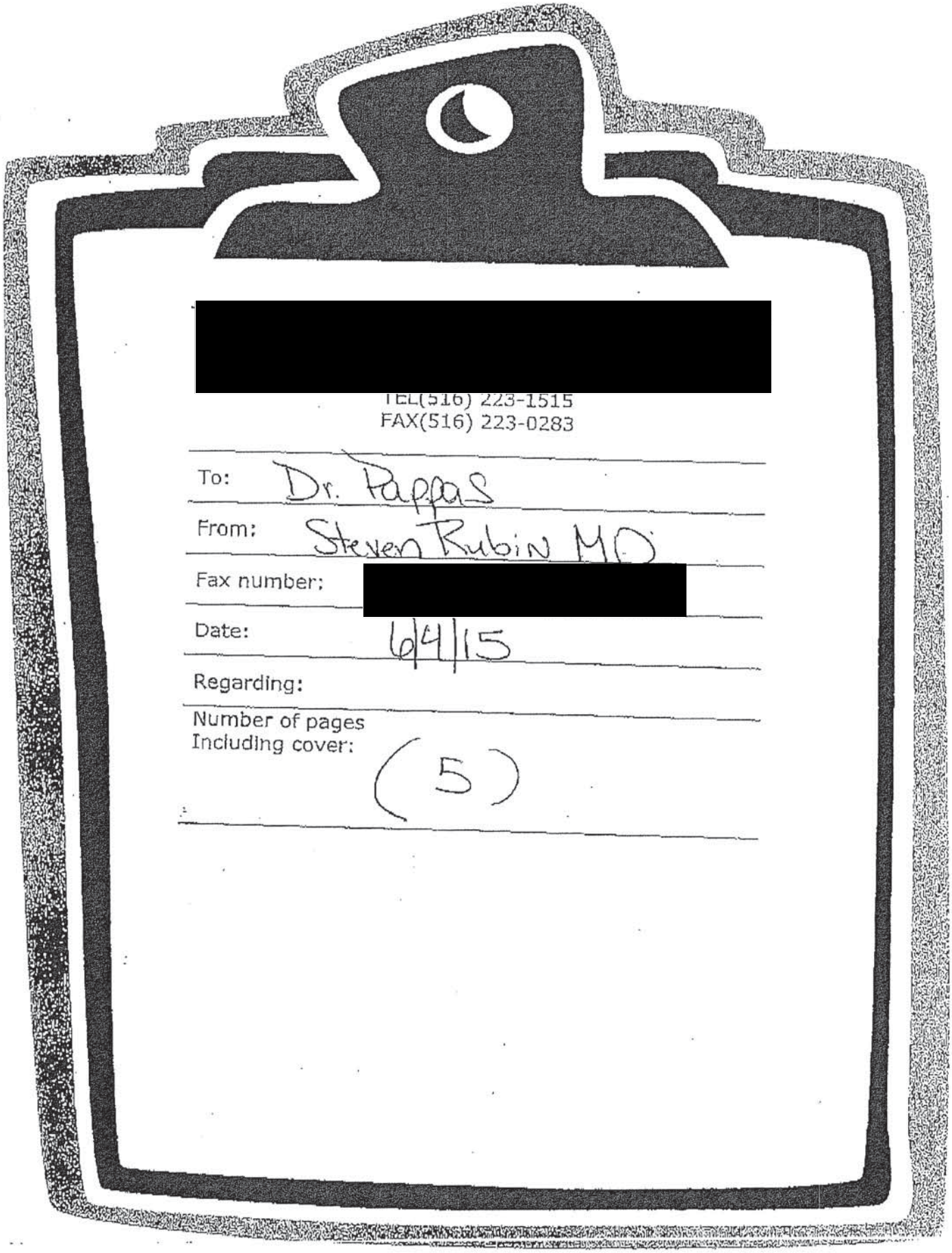
Redacted pursuant to N.Y. Public Officers Law, Art. 6

[redacted] Institute of Religion, [redacted] 1966, he received an earned doctorate from the Hebrew [redacted]

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

[redacted], as well as chaplain of Alert Fire

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



[redacted]

TEL(516) 223-1515
FAX(516) 223-0283

To: Dr. Pappas

From: Steven Rubin MD

Fax number: [redacted]

Date: 6/4/15

Regarding:

Number of pages Including cover: (5)

Steven David Rubin, M.D.
[redacted]

EDUCATION:

Lenox Hill Hospital New York, New York Fellowship: Gastroenterologic Diseases	1993 – 1995
Lenox Hill Hospital New York, New York Internship and Residency: Internal Medicine	1990 – 1993
St. George's University School of Medicine Grenada, West Indies	1985 –1990
State University of New York at Albany Albany, New York Concentration in Biology and Psychology Degree Conferred: Bachelor of Arts-Cum Laude	1981 – 1985

APPOINTMENTS:

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

CERTIFICATIONS:

Diplomate, American Board of Internal Medicine	1994
Diplomate, American Board of Internal Medicine Subspecialty Gastroenterology	1995
Advanced Cardiac Life Support	1990 – Present
Basic Life Support	1990 – Present

MEMBERSHIPS:

American Society for Gastroenterologic Endoscopy	1993 – Present
American Gastroenterology Association	1993 – Present
American College of Gastroenterology	1993 – Present
American College of Physicians, Member	1991 – Present

COMMITTEES:

St. George's University School of Medicine Admissions Committee	1996
Lenox Hill Hospital Residency Selection Committee	1994 – 1995
Lenox Hill Hospital Pharmacy and Therapeutics Committee	1993 – 1995
Lenox Hill Hospital Housestaff Association	1993

Endoscopic Proctor - G.I. Fellowship Training Program 1995 – Present
Lenox Hill Hospital
Manhattan, New York

PUBLICATIONS AND RESEARCH:

Infliximab in the Treatment of Steroid-Naive Patients with De-Novo Ulcerative Colitis. Fleisher MR, Rubin SD, Levine AE, Burns AWR: Inflammatory Bowel Disease. In Press, November 2002

Korelitz Bl, Zlantanic J, Rubin SD, et al. Long-Term Outcome of Pregnancies Following Treatment with 6-MP in Patients with Inflammatory Bowel Disease. American College of Gastroenterology: Chicago, Illinois. October 1997

Ask the Specialist. Expo 50 – New York Pennsylvania Hotel, New York, N. Y. April, 1997

Gastrointestinal Update. Time Warner Corporation, New York, N. Y. March, 1997

Rubin SD, Korelitz Bl. Considerations Regarding Fertility and Pregnancy in the Management of Inflammatory Bowel Disease: Practical Gastroenterology, Jan. 1996; 20:1:12-20

Rubin SD, Korelitz Bl. "What's New in Immunomodulatory Therapy: Hospital Formulary, Dec. 95; 30:12:784-798

Chun A, Rubin SD, Korelitz Bl, et al. Adrenocorticotrophic Hormone Compared to Hydrocortisone in the Treatment of Ulcerative Colitis. Poster Presentation
Digestive Diseases Week; San Diego, California. May, 1995

Chadi RM, Chun A, Colonna T, Felder JB, Gleim G, Jackson MH, Mendelsohn R, Morgenstern EH, Rubin SD, Sacknoff AG, Korelitz Bl. Intravenous ACTH vs. Hydrocortisone in Crohn's Disease: Gastroenterol 1995; 108:A:795

Chun A, Korelitz BI, Chadi RM, Colonna T, Felder JB, Jackson MH, Mendelsohn R, Morgenstern EH, Rubin SD, Sacknoff A. I.V. ACTH vs. Hydrocortisone in the Treatment of Hospitalized Patients with Crohn's Disease. A Randomized Double Blind Study: Am J Gastroenterol 1995; 90 –1657-:411

Rubin SD, Chun A, Felder JB. Case Report of Basal Cell Carcinoma Metastasizing to the Appendix with Fistulae to the Iliac Artery: Gastroenterology Observer 1994; 8:2-4

EMPLOYMENT:

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

PRESENTATIONS:

Infliximab in the Treatment of IBD-Associated Psoriasis and Psoriasis-Associated IBD Poster Presentation, ACG 2002

Antinuclear Antibody and Rheumatoid Factor Expression in IBD Patients During Severe Presentations Poster Presentation, DDW 2002

Successful Treatment of IBD-Associated Pyoderma Gangrenosum with Infliximab Poster Presentation, DDW 2002

Infliximab in the Treatment of Steroid Refractory Erythema Nodosum of IBD Poster Presentation, DDW 2002

Infliximab in the Treatment of Crohn's Disease Complicated by Granuloma Annulare Poster Presentation, AAD National Conference 2001

REMICADE (Infliximab) in the Management of Pyoderma Gangrenosum Poster Presentation, AAD National Conference 2001

Infliximab in the Treatment of Steroid-Naive Ulcerative Colitis Poster Presentation, ACG National Conference 2001

Infliximab in the Treatment of Crohn's Disease: Is it a Steroid Sparing Agent or a Steroid Replacing Agent? Poster Presentation, ACG National Conference 2001

A Case Report: Infliximab in the Treatment of Bechet's Syndrome Poster Presentation, ACG National Conference 2001

Remicade in the Treatment of Refractory Extraintestinal Manifestations of Crohn's Disease Poster Presentation, DDW 2001

AWARDS:

The William S. MCord Award: St. George's School of Medicine: Excellence in Clinical Medical Studies

Dean's Honor List at State University of New York at Albany: Eight Semesters

References available upon request

Steven David Rubin, M.D.

[redacted]

EDUCATION:

Lenox Hill Hospital 1993-1995
New York, New York
Fellowship: Gastroenterological Diseases

Lenox Hill Hospital 1990-1993
New York, New York
Internship and Residency: Internal Medicine

St. George's University School of Medicine 1993-1995
Grenada, West Indies

State University of New York at Albany 1981-1985
Albany, New York
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Fleisher MR, Rubin SD, Levine AE, Burns AWR: Inflammatory Bowel Disease.
In Press, November 2002

Korelitz BL, Zlantanic J, Rubin SD, et al. Long-Term Outcome of Pregnancies
Following Treatment with 6-MP in Patients with Inflammatory Bowel Disease.
American College of Gastroenterology: Chicago, Illinois. October 1997

Ask the Specialist. Expo 50 – New York Pennsylvania Hotel, New York, N.Y. April, 1997

Gastrointestinal Update. Time Warner Corporation, New York, N.Y. March, 1997

Rubin SD, Korelitz Bl. Considerations Regarding Fertility and Pregnancy in the
Management of Inflammatory Bowel Disease: Practical Gastroenterology, Jan. 1996; 20:1:12-20

Rubin SD, Korelitz Bl. "What's New in the Immunomodulatory Therapy: Hospital
Formulary, Dec. 95; 30:12:784-798

Chun A, Rubin SD, Korelitz Bl, et al. Adrenocorticotrophic Hormone Compared to Hydrocortisone in the
Treatment of Ulcerative Colitis. Poster Presentation
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Chadi RM, Chun A, Colonna T, Felder JB, Gleim G, Jackson MH, Mendelsohn R, Morgenstern EH,
Crohn's Disease: Gastroenterol 1995; 108:A:795

Chun A, Korelitz Bl, Chadi RM, Colonna T, Felder JB, Jackson MH, Mendelsohn R, Morgenstern EH,
Rubin SD, Sacknoff A. I.V. ACTH vs. Hydrocortisone in the Treatment of Hospitalized Patients with
Crohn's Disease. A Randomized Double Blind Study: Am J Gastroenterol 1995; 90 – 1657-:411

Rubin SD, Chunb A, Felder JB. Case Report of Basal Cell Carcinoma

Metastasizing to the Appendix with Fistulae to the Iliac Artery: Gastroenterology Observer 1994; 8:2-4

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Infliximab in the Treatment of IBD-Associated Psoriasis and Psoriasis-Associated IBD
Poster Presentation, ACG 2002

Antinuclear Antibody and Rheumatoid Factor Expression in IBD Patients during Severe Presentations
Poster Presentation, DDW 2002

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ACG National Conference 2001

Infliximab in the Treatment of Crohn's Disease: Is it a Steroid Sparing Agent or a Steroid Replacing Agent?
Poster Presentation, ACG National Conference 2001

A Case Report: Infliximab in the Treatment of Bechet's Syndrome Poster Presentation,
ACG National Conference 2001

Remicade in the Treatment of Refractory Extraintestinal Manifestations of Crohn's Disease
Poster Presentation, DDW 2001

AWARDS:

The William S. MCord Award: St. George's School of Medicine:
Excellence in Clinical Medical Studies

Dean's Honor List at State University of New York at Albany:
Eight Semesters

References available upon request

windstream

To whom it may concern,

The facility located at **555 N Research Place, Central Islip, NY 11772** has the ability for T-1's to be installed, and they can be utilized for Dedicated Internet Access.

With a Customer Paid $1.500.00 Expedite fee, an Internet T-1 can be installed within 10 business days. Without the Expedite, the standard installation interval is 4-6 weeks.

Thank you!

Kind regards,

Harry E. Berg III

Senior Account Executive - Business LI Sales Office | Windstream

58 South Service Rd. Suite 115 | Melville, NY 11747

harry.berg@windstream.com | windstreambusiness.com

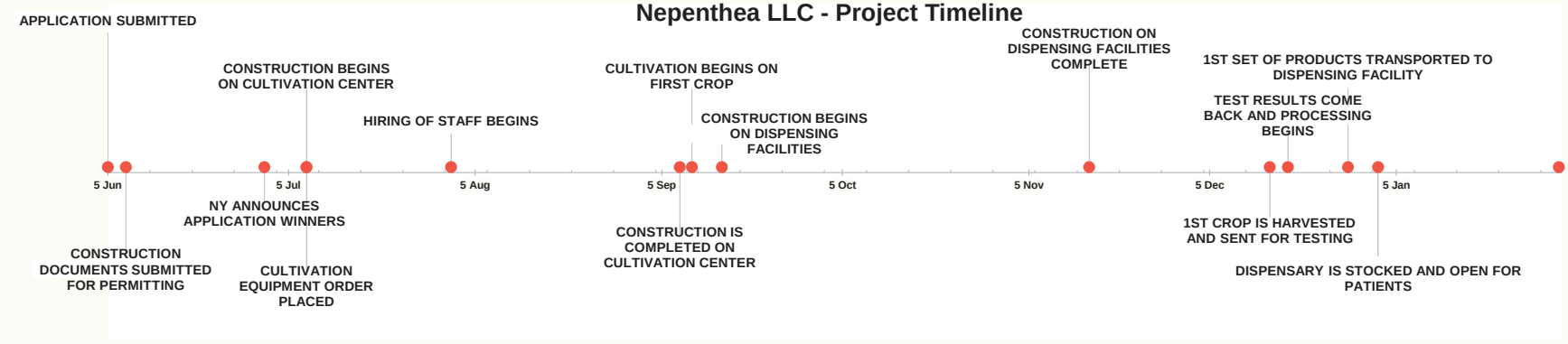
o: 631 370 7955 | m: 631 804 5116 | f: 516 394 0392

Attachment L – Project Timeline

June 5, 2015	Nepenthea will submit its application for registration to the Department
June 8, 2015	Company will submit the necessary construction documentation to begin the construction permitting process.
July 1, 2015	The Department announces the five winning applicants.
July 8, 2015	Assuming Nepenthea is picked as one of the winning applicants, Company will begin construction on the cultivation facility.
July 8, 2015	Company will place its order for all cultivation equipment and supplies.
Aug 1, 2015	Company will begin to hire staff.
Sept. 8, 2015	Construction on the cultivation facility will be complete.
Sept. 10, 2015	Cultivation will begin for the first crop.
Nov. 15, 2015	Construction on the dispensing facilities will begin.
Dec. 15, 2015	First crop will be harvested and samples sent in for laboratory testing.
Dec. 18, 2015	Test results will be received and the batch will be sent to the processing department for extraction and processing.
Dec. 28, 2015	The first batch of finished products are transported to the dispensing facility.
Jan. 2, 2016t	The dispensary will be stocked and open for patients.

Nepenthea LLC

Project Time Line



Affidavit of Charles Todaro

State of New York
County of Nassau

The undersigned, Charles Todaro, being duly sworn, hereby deposes and says:

1. I am Chief Executive Officer of Nepenthea, LLC. I have personal knowledge of the facts herein, and, if called a witness, could testify completely thereto.
2. I suffer no legal disabilities and have personal knowledge of the facts set forth below.

I declare that, Pursuant to 10 NYCRR 1004.5(b)(8), Nepenthea, LLC is able to comply with all applicable state and local laws and regulations relating to the activities in which it intends to engage under the registration, including, but not limited to, the Compassionate Care Act and 10 NYCRR Part 1004 as demonstrated in the comprehensive operational documents and standard operating procedures included throughout Nepenthea LLC's Medical Marijuana Program Application for Registration as a Registered Organization (DOH-5138).

Executed this 4 day of June, 2015.

Charles Todaro

NOTARY ACKNOWLEDGMENT

STATE OF NEW YORK :
: SS
COUNTY OF NASSAU :

On the 4th day of June, in the year 2015, before me, the undersigned, personally appeared, personally known to me, or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual(s) acted, executed the instrument.

Signature of Notary

GARY R. STEINBERG
Notary Public, State of New York
No. 02ST4654908
Qualified in Nassau County
Commission Expires May 31, 2019

NEW YORK STATE | Department of Health

Medical Marijuana Program
Application for Registration as a Registered Organization

Section A: Business Entity Information

1. Business Name: Nepenthea, LLC

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

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

4. Phone: 516-650-6708

5. Fax:

6. Email: [redacted]

7. Business Address: 33 Quail Rd.

8. City: Rocky Point

9. State: NY

10. ZIP Code: 11778

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

12. City:

13. State:

14. ZIP Code:

Section B: Primary Contact Information

15. Name: Charles A. Todaro

16. Title: Chief Executive Officer

17. Phone: 516-650-6708

18. Fax:

19. Email: [redacted]

20. Mailing Address: [redacted]

21. City: [redacted]

22. State: [redacted]

23. ZIP Code: [redacted]

Section C: Proposed Manufacturing Facility Information

24. Proposed Facility Name: Nepenthea

25. Proposed Facility Address: 555 North Research Way

26. City: Central Islip

27. State: **NY**

28. ZIP Code: 11722

29. County:
Suffolk

30. Property Status (choose one):
- [ ] Owned by the applicant
- [ ] Leased by the applicant
- [x] Other: Letter of intent from owner

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

31. Proposed Hours of Operation:

Monday:	6am to 10pm	Friday:	6am to 10pm
Tuesday:	6am to 10pm	Saturday:	6am to 10pm
Wednesday:	6am to 10pm	Sunday:	6am to 10pm
Thursday:	6am to 10pm		

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: Nepenthea		
41. Proposed Facility Address: 2523 Route 52		
42. City: Hopewell Junction	43. State: **NY**	44. ZIP Code: 12533
45. County: Dutchess	46. Property Status (choose one): ☐ Owned by the applicant ☐ Leased by the applicant ☑ Other: Letter of intent **If you checked "Other" above, describe the property status in the field provided.**	

47. Proposed Hours of Operation:

Monday:	8am to 4pm	Friday:	8am to 4pm
Tuesday:	8am to 4pm	Saturday:	to
Wednesday:	8am to 4pm	Sunday:	to
Thursday:	8am to 4pm		

Section E: Proposed Dispensing Facility #2 Information

48. Proposed Facility Name: Nepenthea		
49. Proposed Facility Address: 8501 New Utrecht Ave.		
50. City: Brooklyn	51. State: **NY**	52. ZIP Code: 11214
53. County: Brooklyn	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:	8am to 4pm	Friday:	8am to 4pm
Tuesday:	8am to 4pm	Saturday:	to
Wednesday:	8am to 4pm	Sunday:	to
Thursday:	8am to 4pm		

Section F: Proposed Dispensing Facility #3 Information

56. Proposed Facility Name: Nepenthea

57. Proposed Facility Address: 515 South Columbus Avenue

58. City: Mt. Vernon

59. State: **NY**

60. ZIP Code: 10550

61. County:
Westchester

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

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

63. Proposed Hours of Operation:

Monday:	8am to 4pm	Friday:	8am to 4pm
Tuesday:	8am to 4pm	Saturday:	to
Wednesday:	8am to 4pm	Sunday:	to
Thursday:	8am to 4pm		

Section G: Proposed Dispensing Facility #4 Information

64. Proposed Facility Name: Nepenthea

65. Proposed Facility Address: 615 Medford Avenue

66. City: Patchogue

67. State: **NY**

68. ZIP Code: 11772

69. County:

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

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

71. Proposed Hours of Operation:

Monday:	8am to 4pm	Friday:	8am to 4pm
Tuesday:	8am to 4pm	Saturday:	to
Wednesday:	8am to 4pm	Sunday:	to
Thursday:	8am to 4pm		

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:

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:

ARTICLES OF ORGANIZATION

OF

ON THE FRINGE, LLC

Under Section 203 of the Limited Liability Company Law

Filed by:

Alan Ross
Attorney at Law
1772 East Jericho Turnpike
Suite 2
Huntington, New York 11743

ARTICLES OF ORGANIZATION

OF

ON THE FRINGE, LLC

Under Section 203 of the Limited Liability Company Law.

FIRST: The name of the limited liability company is **ON THE FRINGE, LLC**.

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

THIRD: The Company does not have a specific date of dissolution in addition to the events of dissolution set forth by law.

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

c/o Perlson, LLP
977 North Broadway
North Massapequa, New York 11758

FIFTH: The effective date of the Articles of Organization shall be the date of filing with the Secretary of State.

SIXTH: The limited liability company is to be managed by 1 or more members.

IN WITNESS WHEREOF, this certificate has been subscribed to this 11th day of May, 2015 by the undersigned who affirms that the statements made herein are true under the penalties of perjury.

Lawrence A. Kirsch

Lawrence A. Kirsch, Organizer

N. Y. S. DEPARTMENT OF STATE
DIVISION OF CORPORATIONS AND STATE RECORDS ALBANY, NY 12231-0001

FILING RECEIPT

ENTITY NAME: ON THE FRINGE, LLC

DOCUMENT TYPE: ARTICLES OF ORGANIZATION (DOM LLC) COUNTY: NASS

FILED:05/12/2015 DURATION:********* CASH#:150512000639 FILM #:150512000617
DOS ID:4757358

FILER: EXIST DATE

ALAN ROSS ATTORNEY AT LAW 05/12/2015
1772 EAST JERICHO TURNPIKE
SUITE 2
HUNTINGTON, NY 11743

ADDRESS FOR PROCESS:

C/O PERLSON, LLP
977 NORTH BROADWAY
NORTH MASSAPEQUA, NY 11758

REGISTERED AGENT:

The limited liability company is required to file a Biennial Statement with the Department of State every two years pursuant to Limited Liability Company Law Section 301. Notification that the biennial statement is due will only be made via email. Please go to www.email.ebiennial.dos.ny.gov to provide an email address to receive an email notification when the Biennial Statement is due.

SERVICE COMPANY: GERALD WEINBERG, P.C. - 13 SERVICE CODE: 13 *

FEES	225.00	PAYMENTS	225.00
FILING	200.00	CASH	0.00
TAX	0.00	CHECK	0.00
CERT	0.00	CHARGE	0.00
COPIES	0.00	DRAWDOWN	225.00
HANDLING	25.00	OPAL	0.00
		REFUND	0.00

DOS-1025 (04/2007)

ARTICLES OF ORGANIZATION

OF

JOINT VENTURE ASSOCIATES, LLC

Under Section 203 of the Limited Liability Company Law

Filed by:

BSB Associates Ltd.
201 Moreland Road
Suite 3
Hauppauge, New York 11788

ARTICLES OF ORGANIZATION

OF

JOINT VENTURE ASSOCIATES, LLC

Under Section 203 of the Limited Liability Company Law.

FIRST: The name of the limited liability company is **JOINT VENTURE ASSOCIATES, LLC**.

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

THIRD: The Company does not have a specific date of dissolution in addition to the events of dissolution set forth by law.

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

BSB Associates Ltd.
201 Moreland Road
Suite 3
Hauppauge, New York 11788

FIFTH: The effective date of the Articles of Organization shall be the date of filing with the Secretary of State.

SIXTH: The limited liability company is to be managed by 1 or more members.

IN WITNESS WHEREOF, this certificate has been subscribed to this 21st day of May, 2015 by the undersigned who affirms that the statements made herein are true under the penalties of perjury.

Lawrence A. Kirsch

Lawrence A. Kirsch, Organizer

N. Y. S. DEPARTMENT OF STATE
DIVISION OF CORPORATIONS AND STATE RECORDS ALBANY, NY 12231-0001

FILING RECEIPT

ENTITY NAME: JOINT VENTURE ASSOCIATES, LLC

DOCUMENT TYPE: ARTICLES OF ORGANIZATION (DOM LLC) COUNTY: SUFF

FILED:05/22/2015 DURATION:********* CASH#:150522000128 FILM #:150522000122
DOS ID:4763034

FILER:
BSB ASSOCIATES LTD.
201 MORELAND ROAD
SUITE 3
HAUPPAUGE, NY 11788

EXIST DATE
05/22/2015

ADDRESS FOR PROCESS:
BSB ASSOCIATES LTD.
201 MORELAND ROAD, SUITE 3
HAUPPAUGE, NY 11788

REGISTERED AGENT:

The limited liability company is required to file a Biennial Statement with the Department of State every two years pursuant to Limited Liability Company Law Section 301. Notification that the biennial statement is due will only be made via email. Please go to www.email.ebiennial.dos.ny.gov to provide an email address to receive an email notification when the Biennial Statement is due.

SERVICE COMPANY: GERALD WEINBERG, P.C. - 13 SERVICE CODE: 13 *

FEES	225.00	PAYMENTS	225.00
FILING	200.00	CASH	0.00
TAX	0.00	CHECK	0.00
CERT	0.00	CHARGE	0.00
COPIES	0.00	DRAWDOWN	225.00
HANDLING	25.00	OPAL	0.00
		REFUND	0.00

DOS-1025 (04/2007)

ACKNOWLEDGEMENT COPY

CERTIFICATE OF INCORPORATION
OF
MDB HOMES CORP.

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:

MDB HOMES CORP.

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 NASSAU.

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:

THE CORPORATION
52 DONALD STREET
EAST WILLISTON, NY 11596

SIXTH: No Director of this corporation shall be personally liable to the corporation, or its shareholders for damages for any breach of duty in such capacity, provided that this provision shall not limit the liability of any director if a judgment or other final adjudication, adverse to him, establishes that his act or omissions were in bad faith or involved intentional misconduct or a knowing violation of law or that he personally gained in fact a financial profit or other advantage, to which he was not legally entitled or that his acts violated Section 719 of the New York Business Corporation Law.

I certify that I have read the above statements, I am authorized to sign 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.

MINUTES OF ORGANIZATION MEETING OF

MDB HOMES CORP.

The undersigned, being the sole incorporator of this corporation, held an organization meeting at the date and place set forth below, at which meeting the following action was taken:

It was resolved that a copy of the certificate of incorporation together with the receipt issued by the Department of State showing payment of the statutory organization tax and the date and payment of the fee for filing the original certificate of incorporation be appended to these minutes

By-laws regulating the conduct of the business and affairs of the corporation, as prepared by

counsel for the corporation were adopted and ordered appended hereto.

The persons whose name(s) appear below were named as directors.

The board of directors was authorized to issue all of the unsubscribed shares of the corporation at such time and in such amounts as determined by the board and to accept in payment or other property, tangible or intangible, actually received or labor or services actually performed for the corporation or for its benefit or in its formation

The principal office of the corporation was fixed at 52 Donald Street
East Williston, NY 11596
Dated at Albany, NY as of

Sole Incorporator

The undersigned accept their nomination as directors.

David Halpern
Type Director's Name

Signature

Jeannine Halpern

The following are appended to the minutes of this meeting
Copy of certificate of incorporation, filed on
Receipt of department of state
By-laws

N.Y.S. DEPARTMENT OF STATE
DIVISION OF CORPORATIONS AND STATE RECORDS ALBANY, NY 12231-0001

ONLINE FILING RECEIPT

ENTITY NAME: MDB HOMES CORP.

DOCUMENT TYPE: INCORPORATION (DOM. BUSINESS) COUNTY: NASS

FILED:04/02/2014 DURATION:PERPETUAL CASH#:140402010152 FILE#:140402010152
DOS ID:4555230

FILER:	EXIST DATE
SERVICO INC. 283 WASHINGTON AVE. ALBANY, NY 12206	04/02/2014

ADDRESS FOR PROCESS:
THE CORPORATION
52 DONALD STREET
EAST WILLISTON, NY 11596

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: SERVICO, INC.-35
SERVICE CODE: 35

FEE:	135.00	PAYMENTS	135.00
FILING:	125.00	CHARGE	0.00
TAX:	10.00	DRAWDOWN	135.00
PLAIN COPY:	0.00		
CERT COPY:	0.00		
CERT OF EXIST:	0.00		

53304

DOS-1025 (04/2007)

Authentication Number: 1404020152 To verify the authenticity of this document you may access the Division of Corporation's Document Authentication Website at http://ecorp.dos.ny.gov

SCOTT J SCHUSTER (signature)

SCOTT J SCHUSTER, INCORPORATOR
283 WASHINGTON AVE.
ALBANY, NY 12206

Filed by:
SERVICO INC.
283 WASHINGTON AVE.
ALBANY, NY 12206

SERVICO, INC. (35)
DRAWDOWN
CUSTOMER REF# 53304

ACKNOWLEDGEMENT COPY

OPERATING AGREEMENT

OF

NEW YORK STATE LIMITED LIABILITY COMPANY

This Operating Agreement ("Agreement") of On The Fringe LLC (the "Company"), effective as of this ___ day of _____, _____, by, between and among the undersigned confirms our understanding as to the matters contained herein.

The parties hereto agree as follows:

ARTICLE I

Definitions

SECTION 1.1 As used herein, the following terms and phrases shall have the meanings indicated:

A. "Act" shall mean the New York Limited Liability Company Law, as amended.

B. "Capital Account" shall mean, with respect to each Member, the account established for each Member pursuant to Section 6.5, which will initially equal the Capital Contributions of such Member and will be (a) increased by the amount of Net Profits allocated to such Member and (b) reduced by the amount of Net Losses allocated to such Member and the amount of Cash Flow distributed to such Member. Members' Capital Accounts shall be determined and maintained in accordance with the rules of paragraph (b)(2)(iv) of Regulation Section 1.704-1 of the Code.

C. "Capital Contributions" shall mean the fair market value of the amounts contributed by the Members pursuant to Section 6.1.

D. "Cash Flow" shall have the meaning provided in Section 7.1.

E. "Code" shall mean the Internal Revenue Code of 1986, as amended, or corresponding provisions of subsequent revenue laws.

F. "Managers" shall mean the Member or Members selected by the Members in accordance with this Agreement to serve as Manager or Managers of the Company.

G. "Members" shall mean the persons designated as such in Schedule A of this Agreement, any successor(s) to their interests as such in the Company; and any other

person who pursuant to this Agreement shall become a Member, and any reference to a "Member" shall be to any one of the then Members.

H. "Net Profits" and "Net Losses" shall mean the net profit or net loss, respectively, of the Company determined in accordance with Section 8.1.

I. The words "Membership Interest" shall mean a Member's interest in the Company which shall be in the proportion that the Member's share of the current profits of the Company bears to the aggregate shares of all the Members. A Membership Interest may be evidenced by a certificate issued by the Company. A Membership Interest may be expressed on a certificate as "Units" where a Member's Unit shall be in the proportion that the Member's Interest bears to the aggregate Membership Interests of all Members.

J. "Company" shall mean this limited liability company, to wit: _____.

K. "Person" shall mean any natural person, corporation, partnership, joint venture, association, limited liability company or other business or legal entity.

ARTICLE II

Organization of the Company

SECTION 2.1 The purpose of the Company is to conduct any lawful business for which limited liability companies may be organized and to do all things necessary or useful in connection with the foregoing.

SECTION 2.2 The Company name shall be "On the Fringe LLC".

SECTION 2.3 The Members shall be Members in the Company and shall continue to do business under the name of the Company until the Managers shall change the name or the Company shall terminate.

SECTION 2.4 The principal address of the Company shall be such place or places as the Managers may determine. The Managers will give notice to the Members promptly after any change in the location of the principal office of the Company.

SECTION 2.5 The Company shall terminate on the date provided in the Articles of Organization except that the Company may terminate prior to such date as provided in this Agreement.

ARTICLE III

Status of Members

SECTION 3.1 No Member will be bound by, or be personally liable for the expenses, liabilities or obligations of the Company.

SECTION 3.2 No Member will be entitled to withdraw any part of his Capital Account or to receive any distributions from the Company except as expressly provided in this Agreement.

SECTION 3.3 No Member will have the right to require partition of the Company property or to compel any sale or appraisal of the Company's assets or any sale of a deceased Member's interest in the Company's assets, notwithstanding any provisions of law to the contrary.

ARTICLE IV

Meeting of Members

SECTION 4.1 An annual meeting of Members shall be held within five (5) months after the close of the fiscal year of the Company on such date and at the time and place (either within or without the state of its organization, or by conference call if so determined by the Members) as shall be fixed by the members. At the annual meeting, the members shall elect the Manager(s) in accordance with this Agreement, and transact such other business as may properly be brought before the meeting.

SECTION 4.2 A special meeting of Members may be called at any time by the Managers and shall be called by the Managers at the request in writing of that Membership Interest specified in Schedule B of the Members entitled to vote at such meeting. Any such request shall state the purpose or purposes of the proposed meeting. Business transacted at any special meeting of Members shall be confined to the purposes set forth in the notice thereof.

SECTION 4.3 Written notice of the time, place and purpose of every meeting of Members (and, if other than an annual meeting, the person or persons at whose direction the meeting is being called), shall be given by the Managers to each Member of record entitled to vote at such meeting, not less than ten nor more than sixty days prior to the date set for the meeting. Notice shall be given either personally or by mailing said notice by first class mail to each Member at his address appearing on the record book of the Company or at such other address supplied by him in writing to the Managers of the Company for the purpose of receiving notice.

A written waiver of notice setting forth the purposes of the meeting for which notice is waived, signed by the person or persons entitled to such notice, whether before or after the time of the meeting stated therein, shall be deemed equivalent to the giving of such notice. The attendance by a Member at a meeting either in person or by proxy without protesting the lack of notice thereof shall constitute a waiver of notice of such Member.

All notices given with respect to an original meeting shall extend to any and all adjournments thereof and such business as might have been transacted at the original meeting may be transacted at any adjournment thereof; no notice of any adjourned meeting need be given if an announcement of the time and place of the adjourned meeting is made at the original meeting.

SECTION 4.4 The holders of a majority in interest of the Members present in person or represented by proxy, shall be requisite and shall constitute a quorum at all meetings of members except as otherwise provided by statute or the Articles of Organization. If, however, a quorum shall not be present or represented at any meeting of Members, the Members entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. When a quorum is once present to organize a meeting, such quorum is not deemed broken by the subsequent withdrawal of any Members.

SECTION 4.5 Every Member entitled to vote at any meeting shall be entitled to vote in accordance with his membership interest in the Company held by him of record on the date fixed as the record date for said meeting and may so vote in person or by proxy. Any Company action shall be authorized by a majority in interest of the votes cast by the Members entitled to vote thereon except as may otherwise be provided by statute, the Articles or Organization or this Operating Agreement.

SECTION 4.6 Every proxy must be signed by the Member entitled to vote or by his duly authorized attorney-in-fact and shall be valid only if filed with the Managers of the Company prior to the commencement of voting on the matter in regard to which said proxy is to be voted. No proxy shall be valid after the expiration of eleven months from the date of its execution unless otherwise expressly provided in the proxy. Every proxy shall be revocable at the pleasure of the person executing it except as otherwise provided by statute. Unless the proxy by its terms provides for a specific revocation date and except as otherwise provided by statute, revocation of a proxy shall not be effective unless and until such revocation is executed in writing by the Member who executed by the Member who executed such proxy and the revocation is filed with the Managers of the Company prior to the voting of the proxy. In the event of incompetence or death, the authority of the holder of a proxy shall not be revoked by such incompetence or death of the Member who executed the proxy unless, before the authority is exercised, written notice of an adjudication of such incompetence or of such death is received by any Manager.

SECTION 4.7 All meetings of Members shall be presided over by the Managers, or if not present, by a Member thereby chosen by the Members at the meeting. The Managers or the person presiding at the meeting shall appoint any person present to act as secretary of the meeting.

SECTION 4.8 For the purpose of determining the Members entitled to notice of, or to vote at any meeting of Members or any adjournment thereof or to express consent or dissent from any proposal without a meeting, or for the purpose of determining the Members entitled to receive

payment of any distribution of Cash Flow or the allotment of any rights, or for the purpose of any other action, the Members may fix, in advance, a date as the record date for any such determination of Members. Such date shall not be more than fifty nor less than ten days before the date of any meeting nor more than fifty days prior to any actions taken without a meeting, the payment of any distribution of Cash Flow or the allotment of any rights, or any other action. When a determination of Members of record entitled to notice of, or to vote at, any meeting of Members has been made as provided in this Section, such determination shall apply to any adjournment thereof, unless the Members fix a new record date under this Section for the adjourned date.

SECTION 4.9 The Company shall be entitled to treat the holder of record of any Membership Interest as the holder in fact thereof and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such Membership Interest on the part of any other person whether or not it shall have express or other notice thereof, except as otherwise provided by the Act.

ARTICLE V

Management

SECTION 5.1 Management of the Company shall be vested in the Managers, who shall be the Members of the Company. The Managers shall vote in proportion to their Membership Interests in the Company. Except as otherwise provided in this Agreement, all decisions of the Managers shall be by a majority in interest of the Members. No Member will take part in or interfere in any manner with the conduct or control of the business of the Company or have any right or authority to act for or bind the Company except as provided in this Agreement.

SECTION 5.2 The Managers shall hold office for the term for which elected and until a successor has been elected and qualified. A vacancy in the office of Manager arising from any cause may be filled for the unexpired portion of the term by a vote of the Members.

SECTION 5.3 Any Manager may resign at any time by giving written notice to the Members. Any such resignation shall take effect at the time specified therein or, if the time is not specified therein, upon the receipt thereof, irrespective of whether any such resignations shall have been accepted.

SECTION 5.4 The Company shall be managed by the Managers and the conduct of the Company's business shall be controlled and conducted solely and exclusively by the Managers in accordance with this Agreement. In addition to and not in limitation of any right and powers conferred by law or other provisions of this Agreement, the Managers shall have and may exercise on behalf of the Company all powers and rights necessary, proper, convenient or advisable to effectuate and carry out the purposes, business and objectives of the Company, and to maximize Company profits. Such powers shall include, without limitation, the following:

A. To open accounts and deposit and maintain funds in the name of the Company in banks or savings and loan associations;

B. To determine the appropriate accounting method or methods to be used by the Company;

C. To commence lawsuits and other proceedings;

D. To retain accountants, attorneys or other agents to act on behalf of the Company;

E. To execute, acknowledge and deliver any and all instruments to effectuate the foregoing, and to take all such action in connection therewith as the Managers deem necessary or appropriate.

SECTION 5.5 Notwithstanding the foregoing, the Managers may not make any of the following management decisions without obtaining the consent of at least a majority interest of the Members:

A. To admit a person as a Member (which shall require unanimous consent in accordance with Section 9.1).

B. To acquire, sell, assign, or otherwise transfer any interest in any property;

C. To create any indebtedness for borrowed money whether or not secured;

D. To make, execute or deliver on behalf of the Company any assignment for the benefit of creditors or any guarantee, indemnity bond, or surety bond;

E. To obligate the Company or any Member as a surety, guarantor or accommodation party to any obligation;

F. To confess any judgment on behalf of the Company;

G. To do any act which makes it impossible to carry on the ordinary business of the Company;

H. To make any decision regarding any employee;

I. To obligate the Company in any manner for a liability in excess of $10,000;

J. To approve the dissolution of Company;

K. To approve the merger of the Company with another limited liability company or any other business entity;

L. To adopt, amend, restate or revoke the Articles of Organization, subject to this Agreement and the Act.

SECTION 5.6 The Manager _____ shall serve as Tax Matters Member as such term is defined in Code Section 6231(a)(7).

SECTION 5.7 Any person made or threatened to be made a party to an action or proceeding, whether civil or criminal, by reason of the fact that he, his testator or intestate, then, is, or was a Manager, Member, employee or agent of the Company, or then serves or has served on behalf of the Company in any capacity at the request of the Company, shall be indemnified by the Company against reasonable expenses, judgments, fines and amounts actually and necessarily incurred in connection with the defense of such action or proceeding or in connection with an appeal therein, to the fullest extent permissible by the Act. Such right of indemnification shall not be deemed exclusive of any other rights to which such person may be entitled.

ARTICLE VI

Capital

SECTION 6.1 The Members have contributed to the Company in exchange for their Membership Interests, the cash and other property as set forth on Schedule A, annexed hereto.

SECTION 6.2 The fair market value and the adjusted basis of the contributing Member of any property other than cash contributed to the Company by a Member shall be set forth on Schedule A, annexed hereto.

SECTION 6.3 Except as expressly provided in this Agreement, no Member shall be required to make any additional contributions to the capital of the Company.

SECTION 6.4 No interest shall be paid on the Capital Account of any Member.

SECTION 6.5 A Capital Account shall be established for each Member on the books and records of the Company. If any assets of the Company are distributed to the Members in kind, the Capital Accounts of the Members shall be adjusted to reflect the difference between the fair market value of such assets on the date of distribution and the basis of the Company in such assets.

ARTICLE VII

Distributions of Cash

SECTION 7.1 The Company shall distribute to the Members from time to time all cash (regardless of the source thereof) of the Company which is not required for the operation or the reasonable working capital requirements of the Company (such cash is sometimes referred to herein as "Cash Flow"). For purposes of this Agreement all Cash Flow allocated to the Members shall be allocated among them in proportion to their respective Membership Interests.

SECTION 7.2 Distributions of Cash Flow shall be made from time to time in such manner as determined by the Managers.

ARTICLE VIII

Profits and Losses

SECTION 8.1 The Net Profits and Net Losses of the Company shall be the net profits and net losses of the Company as determined for Federal income tax purposes.

SECTION 8.2 The Net Profits and Net Losses of the Company and each item of income, gain, loss, deduction or credit entering into the computation thereof, shall be allocated to the Members in the same proportions that they share in distributions of Cash Flow pursuant to Section 7.1, or if there is no Cash Flow, that they would have shared if there had been Cash Flow.

SECTION 8.3 References herein to "Reg. Sec.", are to the regulations promulgated by the United States Treasury to the Code. The terms "minimum gain", "minimum gain chargeback", "qualified income offset", "nonrecourse deduction" and "nonrecourse liability" are to be interpreted consistent with the definitions and use of such terms in Reg. Sec. 1.704-2 and Reg. Sec. 1.704-1. The following special allocations shall be made in the following order:

A. Except as otherwise set forth in Reg. Sec. 1.704-2(f), if there is a net decrease in minimum gain, during the fiscal year of the Company, each Member, shall be specially allocated items of gross income and gain for such fiscal year (and, if necessary, subsequent fiscal years) in an amount equal to that Member's share of the net decrease of minimum gain determined in accordance with Reg. Sec. 1.704-2(g). Allocations in accordance with this Section shall be made first from the disposition of Company assets subject to nonrecourse liabilities, to the extent of the minimum gain attributable to those assets, and thereafter, from a pro-rata portion of the Company's other items of income and gain for the taxable year. This Section is intended to comply with the minimum gain chargeback requirement of Reg. Sec. 1.704-2(f).

B. Except as otherwise set forth in Reg. Sec. 1.704-2(i)(4), if there is a net decrease in a Member's nonrecourse liability minimum gain attributable to Members' nonrecourse liabilities during any fiscal year, each Member who has a share of the Member nonrecourse liability minimum gain attributable to Member nonrecourse liability shall be specially allocated items of gross income and gain for such fiscal year (and, if necessary, subsequent fiscal years) in an amount equal to that Member's share of the net decrease in Members' nonrecourse debt minimum gain attributable to such Member nonrecourse debt. Allocations pursuant to this Section shall be made first from gain recognized from the disposition of Company assets subject to Member nonrecourse liabilities to the extent of Member minimum gain attributable to those assets, and thereafter, from a pro-rata portion of the Company's other items of income and gain for the fiscal year. This section is intended to comply with the minimum gain chargeback requirements of Reg. Sec. 1.704-2(i).

C. A Member who unexpectedly receives an adjustment, allocation or distribution described in (4), (5) or (6) of Reg. Sec. 1.704-1(b)(2)(ii)(d) will be allocated items of income and gain in an amount and manner sufficient to eliminate such deficit balance as quickly as possible. An allocation shall be made pursuant to this Section and if and to the extent a Member would have a deficit in his adjusted Capital Account after all other allocations provided for in this Section 8.3 were made as if this paragraph were not in the Agreement.

D. Nonrecourse deductions shall be allocated among the Members in the same proportion in which they share the Cash Flow of the Company,

E. Any nonrecourse deduction shall be allocated to any Member who bears the economic risk of loss with respect to the Member nonrecourse liability to which such deduction is attributable.

SECTION 8.4 Any Company gain or loss realized with respect to property, other than money, contributed to the Company by a Member shall be shared among the Members pursuant to Code section 704(c) and regulations to be promulgated thereunder so as to take account of the difference between the Company basis and the fair market value of the property at the time of the contribution ("build-in gain or loss"). Such built-in gain or loss shall be allocated to the contributing Member upon the disposition of the property.

ARTICLE IX

Admission and Withdrawal of a Member

SECTION 9.1 A Member may transfer his interest in the Company to another person or entity only with the prior unanimous consent of the other Members either in writing or at a meeting called for such purpose. If all of the other Members do not approve of the transfer, the transferee shall have no right to participate in the management of the business and affairs of the Company or to become a Member. The transferee shall be entitled to receive the share of profits, losses and Cash Flow or other compensation by way of income and the return of contributions to which the transferor otherwise would be entitled.

SECTION 9.2 The Members agree to sign such additional documents as may be required in order to admit additional Members to the Company, pursuant to section 9.1 as well as, among other things, to provide for the division of profits, losses and Cash Flow among the Members.

SECTION 9.3 All costs and expenses incurred by the Company in connection with the assignment of a Member's interest, including any filing fees and publishing costs and the fees and disbursements of counsel, shall be paid by the assigning Member.

SECTION 9.4 Each person who becomes a Member in the Company, by becoming a Member, shall and does hereby ratify and agree to be bound by the terms and conditions of this Agreement.

ARTICLE X

Termination or Dissolution of Company

SECTION 10.1 The Company shall be terminated prior to the date of expiration of the term as provided in Section 2.5 if (a) by the affirmative vote or written consent, a majority in interest of the Members consent that the Company should be terminated and dissolved, or (b) the Company is dissolved pursuant to this Agreement.

SECTION 10.2 The Company shall be terminated in the event any Member (i) withdraws, resigns or is expelled from the Company; (ii) makes an assignment for the benefit of creditors, is the subject of an order for relief under Title 11 of the United States Code, files a petition or answer seeking for himself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law or regulation, files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against him in any proceeding of this nature, seeks, consents to, or acquiesces in the appointment of a trustee, receiver or liquidator for all of or any substantial part of his properties; (iii) dies; or (iv) a judgment is entered by a court of competent jurisdiction adjudicating him incompetent to manage his person or his property.

SECTION 10.3 If the Company is dissolved, the owners of a majority in interest of the remaining Members may elect to reconstitute and continue the Company as a Successor Company upon the same conditions as are set forth in this Agreement. Any such election to continue the Company will not result in the creation of a new Company among the remaining Members, nor will such election require the amendment of this Agreement or the execution of an amended Agreement.

SECTION 10.4 Upon the termination and dissolution of the Company, the then Manager or Managers, if any, or, if there is no Manager, any person elected to perform such liquidation by the written consent of the owners of a majority in interest of the Members, shall proceed to the liquidation of the Company. The proceeds of such liquidation shall be applied and distributed as follows:

A. If any assets of the Company are to be distributed in kind, such assets shall be distributed on the basis of the fair market value thereof, and any Member entitled to any interest in such assets shall receive such interest therein as a tenant-in-common with all other Members so entitled. The fair market value of such assets shall be determined by an independent appraiser to be selected by the Company's independent public accountants. The amount by which the fair market value of any property to be distributed in kind to the Members exceeds or is less than the basis of such property, shall, to the extent not otherwise recognized by the Company, be taken into account in computing Net Profits or Net Losses (and shall be allocated among the Members in

accordance with Section 8.2) for purposes of crediting or charging the Capital Accounts of, and liquidating distributions to, the Members under Section 10.4.B.

B. All distributions upon liquidation of the Company shall be distributed as follows: to each of the members, in proportion to the amounts of their respective positive Capital Accounts, as such accounts have been adjusted (i) in accordance with Section 6.5 to reflect the Net Profit or Net Loss realized or incurred upon the sale of the Company's property or assets and any deemed sale pursuant to Section 10.4.A; (ii) in accordance with Section 8.2 to reflect all Net Profits or Net Losses with respect to the year of liquidation. No member shall be liable to repay the negative amount of his Capital Account.

SECTION 10.5 Each of the Members shall be furnished with a statement, reviewed by the Company's independent public accountants, which shall set forth the assets and liabilities of the Company as of the date of the Company's liquidation.

SECTION 10.6 Within ninety (90) days following the dissolution and commencement of the winding up of the Company, the Manager shall execute and cause to be filed Articles of Dissolution of the Company and any and all other documents necessary with respect to termination of the Company.

ARTICLE XI

Books and Reports

SECTION 11.1 The Managers shall cause the Company to maintain the following records:

A. Complete and accurate books of account, in which shall be entered, fully and accurately, each and every transaction of the Company, shall be kept by the Managers at the principal office of the Company. The fiscal year of the Company shall be the calendar year. The books of account of the Company shall be kept in accordance with sound accounting practices and principles applied in a consistent manner by the Company; provided, however, that all methods of accounting and treating particular transactions shall be in accordance with the methods of accounting employed for Federal income tax purposes. All determinations by the Managers with respect to the treatment of any item or its allocation for Federal, state or local tax purposes shall be binding upon all the Members unless the determination is inconsistent with any express provision of this Agreement.

B. A current list of the full name and last known mailing address of each Member set forth in alphabetical order together with the contribution and share in profits and losses of each Member; a copy of the Articles of Organization of the Company and any amendments thereto; a copy of the Company Operating Agreement and any amendments thereto; a copy of the Company's federal, state and local income tax returns for the three most recent fiscal years.

C. Any Member shall have the right from time to time at his expense to examine and/or audit, or to have his accountants and representatives examine and/or audit, the books and records of the Company and the information referred to in this Section, and the Managers will make such books and records and information available for such examinations and/or audits.

SECTION 11.2 No value shall be placed for any purpose upon the Company name or the right to its use, or upon the goodwill of the Company or its business. Upon termination or dissolution of the Company (without reconstitution thereof) as provided in this Agreement, neither the Company name nor the right to its use, nor the goodwill of the Company, shall be considered as an asset of the Company.

SECTION 11.3 The Managers will cause to be sent to the Members within a reasonable period after the close of each year the following: (a) annual statements of the Company's gross receipts and operating expenses, and the capital accounts of each Member, prepared by the Company's independent public accountants, to be transmitted to each member; and (b) a report to be transmitted to each Member indicating the Member's share of the Company's profit or loss for that year and the Member's allocable share of all items of income, gain, loss, deduction, and credit for Federal income tax purposes.

ARTICLE XII

Tax Elections

SECTION 12.1 In the event of a transfer of a Member's interest, or upon the death of a Member, or in the event of the distribution of Company property to any party hereto, the Company may (but need not necessarily) file an election, in accordance with Section 754 of the Code to cause the basis of the Company property to be adjusted for Federal income tax purposes, as provided by Sections 734 and 743 of the Code.

ARTICLE XIII

Miscellaneous

SECTION 13.1 Any notice or other communication under this Agreement shall be in writing and shall be considered given when mailed by registered or certified mail, return receipt requested, to the parties at the following addresses (or at such other address as a party shall have previously specified by notice to the others as the address to which notice shall be given to him):

A. If to the Company, to it in care of the Managers at the address of the Company.

B. If to the Managers, to them at the address of the Company.

C. If to any Member, to him at his address set forth on the books and records of the Company.

SECTION 13.2 This Agreement contains a complete statement of all of the arrangements among the parties with respect to the Company and cannot be changed or terminated orally or in any manner other than by a written agreement executed by all of the Members. There are no representations, agreements, arrangements or understandings, oral or written, between or among the parties relating to the subject matter of this Agreement which are not fully expressed in this Agreement.

SECTION 13.3 This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.

SECTION 13.4 This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations of the jurisdiction in which the Company does business. If any provision of this Agreement, or the application thereof to any person or circumstance, shall for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected, but rather shall be enforced to the extent permitted by law.

SECTION 13.5 Anything hereinbefore in this Agreement to the contrary notwithstanding, all references to the property of the Company are deemed to include the profits, losses and Cash Flow of the property.

SECTION 13.6 Irrespective of the place of execution or performance, this Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and to be performed in the State of New York.

SECTION 13.7 The captions, headings and table of contents in this Agreement are solely for convenience of references and shall not affect its interpretation.

SECTION 13.8 This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall be deemed to constitute a single document.

SECTION 13.9 Whenever the context so requires, the male gender when used herein shall be deemed to include the female gender, the female gender shall be deemed to include the male gender, the singular shall be deemed to include the plural and the plural shall be deemed to include the singular.

SECTION 13.10 No third party beneficiaries. This Agreement is expressly and solely for the benefit of the parties hereto. It is understood that no other entity or person shall be entitled or deemed to be entitled to any benefits or to enforce any rights, claims or remedies under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first above written.

Name: _____
Member: _____

Name: _____
Member: _____

Name: _____
Member: _____

Name: _____
Member: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first above written.

Name: [signature]
Member: Michael Brickman

Name: [signature]
Member: [illegible] Cohen-Kastner

Name: [signature]
Member: Laurence Lin

Name: [signature]
Member: [illegible]

[signature]

OPERATING AGREEMENT

OF

NEW YORK STATE LIMITED LIABILITY COMPANY

This Operating Agreement ("Agreement") of Joint Venture Associates LLC (the "Company"), effective as of this 21 day of May, 2015, by, between and among the undersigned confirms our understanding as to the matters contained herein.

The parties hereto agree as follows:

ARTICLE I

Definitions

SECTION 1.1 As used herein, the following terms and phrases shall have the meanings indicated:

A. "Act" shall mean the New York Limited Liability Company Law, as amended.

B. "Capital Account" shall mean, with respect to each Member, the account established for each Member pursuant to Section 6.5, which will initially equal the Capital Contributions of such Member and will be (a) increased by the amount of Net Profits allocated to such Member and (b) reduced by the amount of Net Losses allocated to such Member and the amount of Cash Flow distributed to such Member. Members' Capital Accounts shall be determined and maintained in accordance with the rules of paragraph (b)(2)(iv) of Regulation Section 1.704-1 of the Code.

C. "Capital Contributions" shall mean the fair market value of the amounts contributed by the Members pursuant to Section 6.1.

D. "Cash Flow" shall have the meaning provided in Section 7.1.

E. "Code" shall mean the Internal Revenue Code of 1986, as amended, or corresponding provisions of subsequent revenue laws.

F. "Managers" shall mean the Member or Members selected by the Members in accordance with this Agreement to serve as Manager or Managers of the Company.

G. "Members" shall mean the persons designated as such in Schedule A of this Agreement, any successor(s) to their interests as such in the Company; and any other

person who pursuant to this Agreement shall become a Member, and any reference to a "Member" shall be to any one of the then Members.

H. "Net Profits" and "Net Losses" shall mean the net profit or net loss, respectively, of the Company determined in accordance with Section 8.1.

I. The words "Membership Interest" shall mean a Member's interest in the Company which shall be in the proportion that the Member's share of the current profits of the Company bears to the aggregate shares of all the Members. A Membership Interest may be evidenced by a certificate issued by the Company. A Membership Interest may be expressed on a certificate as "Units" where a Member's Unit shall be in the proportion that the Member's Interest bears to the aggregate Membership Interests of all Members.

J. "Company" shall mean this limited liability company, to wit: _____.

K. "Person" shall mean any natural person, corporation, partnership, joint venture, association, limited liability company or other business or legal entity.

ARTICLE II

Organization of the Company

SECTION 2.1 The purpose of the Company is to conduct any lawful business for which limited liability companies may be organized and to do all things necessary or useful in connection with the foregoing.

SECTION 2.2 The Company name shall be "Joint Venture Associates LLC".

SECTION 2.3 The Members shall be Members in the Company and shall continue to do business under the name of the Company until the Managers shall change the name or the Company shall terminate.

SECTION 2.4 The principal address of the Company shall be such place or places as the Managers may determine. The Managers will give notice to the Members promptly after any change in the location of the principal office of the Company.

SECTION 2.5 The Company shall terminate on the date provided in the Articles of Organization except that the Company may terminate prior to such date as provided in this Agreement.

ARTICLE III

Status of Members

SECTION 3.1 No Member will be bound by, or be personally liable for the expenses, liabilities or obligations of the Company.

SECTION 3.2 No Member will be entitled to withdraw any part of his Capital Account or to receive any distributions from the Company except as expressly provided in this Agreement.

SECTION 3.3 No Member will have the right to require partition of the Company property or to compel any sale or appraisal of the Company's assets or any sale of a deceased Member's interest in the Company's assets, notwithstanding any provisions of law to the contrary.

ARTICLE IV

Meeting of Members

SECTION 4.1 An annual meeting of Members shall be held within five (5) months after the close of the fiscal year of the Company on such date and at the time and place (either within or without the state of its organization, or by conference call if so determined by the Members) as shall be fixed by the members. At the annual meeting, the members shall elect the Manager(s) in accordance with this Agreement, and transact such other business as may properly be brought before the meeting.

SECTION 4.2 A special meeting of Members may be called at any time by the Managers and shall be called by the Managers at the request in writing of that Membership Interest specified in Schedule B of the Members entitled to vote at such meeting. Any such request shall state the purpose or purposes of the proposed meeting. Business transacted at any special meeting of Members shall be confined to the purposes set forth in the notice thereof.

SECTION 4.3 Written notice of the time, place and purpose of every meeting of Members (and, if other than an annual meeting, the person or persons at whose direction the meeting is being called), shall be given by the Managers to each Member of record entitled to vote at such meeting, not less than ten nor more than sixty days prior to the date set for the meeting. Notice shall be given either personally or by mailing said notice by first class mail to each Member at his address appearing on the record book of the Company or at such other address supplied by him in writing to the Managers of the Company for the purpose of receiving notice.

A written waiver of notice setting forth the purposes of the meeting for which notice is waived, signed by the person or persons entitled to such notice, whether before or after the time of the meeting stated therein, shall be deemed equivalent to the giving of such notice. The attendance by a Member at a meeting either in person or by proxy without protesting the lack of notice thereof shall constitute a waiver of notice of such Member.

All notices given with respect to an original meeting shall extend to any and all adjournments thereof and such business as might have been transacted at the original meeting may be transacted at any adjournment thereof; no notice of any adjourned meeting need be given if an announcement of the time and place of the adjourned meeting is made at the original meeting.

SECTION 4.4 The holders of a majority in interest of the Members present in person or represented by proxy, shall be requisite and shall constitute a quorum at all meetings of members except as otherwise provided by statute or the Articles of Organization. If, however, a quorum shall not be present or represented at any meeting of Members, the Members entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. When a quorum is once present to organize a meeting, such quorum is not deemed broken by the subsequent withdrawal of any Members.

SECTION 4.5 Every Member entitled to vote at any meeting shall be entitled to vote in accordance with his membership interest in the Company held by him of record on the date fixed as the record date for said meeting and may so vote in person or by proxy. Any Company action shall be authorized by a majority in interest of the votes cast by the Members entitled to vote thereon except as may otherwise be provided by statute, the Articles or Organization or this Operating Agreement.

SECTION 4.6 Every proxy must be signed by the Member entitled to vote or by his duly authorized attorney-in-fact and shall be valid only if filed with the Managers of the Company prior to the commencement of voting on the matter in regard to which said proxy is to be voted. No proxy shall be valid after the expiration of eleven months from the date of its execution unless otherwise expressly provided in the proxy. Every proxy shall be revocable at the pleasure of the person executing it except as otherwise provided by statute. Unless the proxy by its terms provides for a specific revocation date and except as otherwise provided by statute, revocation of a proxy shall not be effective unless and until such revocation is executed in writing by the Member who executed by the Member who executed such proxy and the revocation is filed with the Managers of the Company prior to the voting of the proxy. In the event of incompetence or death, the authority of the holder of a proxy shall not be revoked by such incompetence or death of the Member who executed the proxy unless, before the authority is exercised, written notice of an adjudication of such incompetence or of such death is received by any Manager.

SECTION 4.7 All meetings of Members shall be presided over by the Managers, or if not present, by a Member thereby chosen by the Members at the meeting. The Managers or the person presiding at the meeting shall appoint any person present to act as secretary of the meeting.

SECTION 4.8 For the purpose of determining the Members entitled to notice of, or to vote at any meeting of Members or any adjournment thereof or to express consent or dissent from any proposal without a meeting, or for the purpose of determining the Members entitled to receive

payment of any distribution of Cash Flow or the allotment of any rights, or for the purpose of any other action, the Members may fix, in advance, a date as the record date for any such determination of Members. Such date shall not be more than fifty nor less than ten days before the date of any meeting nor more than fifty days prior to any actions taken without a meeting, the payment of any distribution of Cash Flow or the allotment of any rights, or any other action. When a determination of Members of record entitled to notice of, or to vote at, any meeting of Members has been made as provided in this Section, such determination shall apply to any adjournment thereof, unless the Members fix a new record date under this Section for the adjourned date.

SECTION 4.9 The Company shall be entitled to treat the holder of record of any Membership Interest as the holder in fact thereof and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such Membership Interest on the part of any other person whether or not it shall have express or other notice thereof, except as otherwise provided by the Act.

ARTICLE V

Management

SECTION 5.1 Management of the Company shall be vested in the Managers, who shall be the Members of the Company. The Managers shall vote in proportion to their Membership Interests in the Company. Except as otherwise provided in this Agreement, all decisions of the Managers shall be by a majority in interest of the Members. No Member will take part in or interfere in any manner with the conduct or control of the business of the Company or have any right or authority to act for or bind the Company except as provided in this Agreement.

SECTION 5.2 The Managers shall hold office for the term for which elected and until a successor has been elected and qualified. A vacancy in the office of Manager arising from any cause may be filled for the unexpired portion of the term by a vote of the Members.

SECTION 5.3 Any Manager may resign at any time by giving written notice to the Members. Any such resignation shall take effect at the time specified therein or, if the time is not specified therein, upon the receipt thereof, irrespective of whether any such resignations shall have been accepted.

SECTION 5.4 The Company shall be managed by the Managers and the conduct of the Company's business shall be controlled and conducted solely and exclusively by the Managers in accordance with this Agreement. In addition to and not in limitation of any right and powers conferred by law or other provisions of this Agreement, the Managers shall have and may exercise on behalf of the Company all powers and rights necessary, proper, convenient or advisable to effectuate and carry out the purposes, business and objectives of the Company, and to maximize Company profits. Such powers shall include, without limitation, the following:

A. To open accounts and deposit and maintain funds in the name of the Company in banks or savings and loan associations;

B. To determine the appropriate accounting method or methods to be used by the Company;

C. To commence lawsuits and other proceedings;

D. To retain accountants, attorneys or other agents to act on behalf of the Company;

E. To execute, acknowledge and deliver any and all instruments to effectuate the foregoing, and to take all such action in connection therewith as the Managers deem necessary or appropriate.

SECTION 5.5 Notwithstanding the foregoing, the Managers may not make any of the following management decisions without obtaining the consent of at least a majority interest of the Members:

A. To admit a person as a Member (which shall require unanimous consent in accordance with Section 9.1).

B. To acquire, sell, assign, or otherwise transfer any interest in any property;

C. To create any indebtedness for borrowed money whether or not secured;

D. To make, execute or deliver on behalf of the Company any assignment for the benefit of creditors or any guarantee, indemnity bond, or surety bond;

E. To obligate the Company or any Member as a surety, guarantor or accommodation party to any obligation;

F. To confess any judgment on behalf of the Company;

G. To do any act which makes it impossible to carry on the ordinary business of the Company;

H. To make any decision regarding any employee;

I. To obligate the Company in any manner for a liability in excess of $10,000;

J. To approve the dissolution of Company;

K. To approve the merger of the Company with another limited liability company or any other business entity;

L. To adopt, amend, restate or revoke the Articles of Organization, subject to this Agreement and the Act.

SECTION 5.6 The Manager _____ shall serve as Tax Matters Member as such term is defined in Code Section 6231(a)(7).

SECTION 5.7 Any person made or threatened to be made a party to an action or proceeding, whether civil or criminal, by reason of the fact that he, his testator or intestate, then, is, or was a Manager, Member, employee or agent of the Company, or then serves or has served on behalf of the Company in any capacity at the request of the Company, shall be indemnified by the Company against reasonable expenses, judgments, fines and amounts actually and necessarily incurred in connection with the defense of such action or proceeding or in connection with an appeal therein, to the fullest extent permissible by the Act. Such right of indemnification shall not be deemed exclusive of any other rights to which such person may be entitled.

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SECTION 8.2 The Net Profits and Net Losses of the Company and each item of income, gain, loss, deduction or credit entering into the computation thereof, shall be allocated to the Members in the same proportions that they share in distributions of Cash Flow pursuant to Section 7.1, or if there is no Cash Flow, that they would have shared if there had been Cash Flow.

SECTION 8.3 References herein to "Reg. Sec.", are to the regulations promulgated by the United States Treasury to the Code. The terms "minimum gain", "minimum gain chargeback", "qualified income offset", "nonrecourse deduction" and "nonrecourse liability" are to be interpreted consistent with the definitions and use of such terms in Reg. Sec. 1.704-2 and Reg. Sec. 1.704-1. The following special allocations shall be made in the following order:

A. Except as otherwise set forth in Reg. Sec. 1.704-2(f), if there is a net decrease in minimum gain, during the fiscal year of the Company, each Member, shall be specially allocated items of gross income and gain for such fiscal year (and, if necessary, subsequent fiscal years) in an amount equal to that Member's share of the net decrease of minimum gain determined in accordance with Reg. Sec. 1.704-2(g). Allocations in accordance with this Section shall be made first from the disposition of Company assets subject to nonrecourse liabilities, to the extent of the minimum gain attributable to those assets, and thereafter, from a pro-rata portion of the Company's other items of income and gain for the taxable year. This Section is intended to comply with the minimum gain chargeback requirement of Reg. Sec. 1.704-2(f).

B. Except as otherwise set forth in Reg. Sec. 1.704-2(i)(4), if there is a net decrease in a Member's nonrecourse liability minimum gain attributable to Members' nonrecourse liabilities during any fiscal year, each Member who has a share of the Member nonrecourse liability minimum gain attributable to Member nonrecourse liability shall be specially allocated items of gross income and gain for such fiscal year (and, if necessary, subsequent fiscal years) in an amount equal to that Member's share of the net decrease in Members' nonrecourse debt minimum gain attributable to such Member nonrecourse debt. Allocations pursuant to this Section shall be made first from gain recognized from the disposition of Company assets subject to Member nonrecourse liabilities to the extent of Member minimum gain attributable to those assets, and thereafter, from a pro-rata portion of the Company's other items of income and gain for the fiscal year. This section is intended to comply with the minimum gain chargeback requirements of Reg. Sec. 1.704-2(i).

C. A Member who unexpectedly receives an adjustment, allocation or distribution described in (4), (5) or (6) of Reg. Sec. 1.704-1(b)(2)(ii)(d) will be allocated items of income and gain in an amount and manner sufficient to eliminate such deficit balance as quickly as possible. An allocation shall be made pursuant to this Section and if and to the extent a Member would have a deficit in his adjusted Capital Account after all other allocations provided for in this Section 8.3 were made as if this paragraph were not in the Agreement.

D. Nonrecourse deductions shall be allocated among the Members in the same proportion in which they share the Cash Flow of the Company,

E. Any nonrecourse deduction shall be allocated to any Member who bears the economic risk of loss with respect to the Member nonrecourse liability to which such deduction is attributable.

SECTION 8.4 Any Company gain or loss realized with respect to property, other than money, contributed to the Company by a Member shall be shared among the Members pursuant to Code section 704(c) and regulations to be promulgated thereunder so as to take account of the difference between the Company basis and the fair market value of the property at the time of the contribution ("build-in gain or loss"). Such built-in gain or loss shall be allocated to the contributing Member upon the disposition of the property.

ARTICLE IX

Admission and Withdrawal of a Member

SECTION 9.1 A Member may transfer his interest in the Company to another person or entity only with the prior unanimous consent of the other Members either in writing or at a meeting called for such purpose. If all of the other Members do not approve of the transfer, the transferee shall have no right to participate in the management of the business and affairs of the Company or to become a Member. The transferee shall be entitled to receive the share of profits, losses and Cash Flow or other compensation by way of income and the return of contributions to which the transferor otherwise would be entitled.

SECTION 9.2 The Members agree to sign such additional documents as may be required in order to admit additional Members to the Company, pursuant to section 9.1 as well as, among other things, to provide for the division of profits, losses and Cash Flow among the Members.

SECTION 9.3 All costs and expenses incurred by the Company in connection with the assignment of a Member's interest, including any filing fees and publishing costs and the fees and disbursements of counsel, shall be paid by the assigning Member.

SECTION 9.4 Each person who becomes a Member in the Company, by becoming a Member, shall and does hereby ratify and agree to be bound by the terms and conditions of this Agreement.

ARTICLE X

Termination or Dissolution of Company

SECTION 10.1 The Company shall be terminated prior to the date of expiration of the term as provided in Section 2.5 if (a) by the affirmative vote or written consent, a majority in interest of the Members consent that the Company should be terminated and dissolved, or (b) the Company is dissolved pursuant to this Agreement.

SECTION 10.2 The Company shall be terminated in the event any Member (i) withdraws, resigns or is expelled from the Company; (ii) makes an assignment for the benefit of creditors, is the subject of an order for relief under Title 11 of the United States Code, files a petition or answer seeking for himself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law or regulation, files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against him in any proceeding of this nature, seeks, consents to, or acquiesces in the appointment of a trustee, receiver or liquidator for all of or any substantial part of his properties; (iii) dies; or (iv) a judgment is entered by a court of competent jurisdiction adjudicating him incompetent to manage his person or his property.

SECTION 10.3 If the Company is dissolved, the owners of a majority in interest of the remaining Members may elect to reconstitute and continue the Company as a Successor Company upon the same conditions as are set forth in this Agreement. Any such election to continue the Company will not result in the creation of a new Company among the remaining Members, nor will such election require the amendment of this Agreement or the execution of an amended Agreement.

SECTION 10.4 Upon the termination and dissolution of the Company, the then Manager or Managers, if any, or, if there is no Manager, any person elected to perform such liquidation by the written consent of the owners of a majority in interest of the Members, shall proceed to the liquidation of the Company. The proceeds of such liquidation shall be applied and distributed as follows:

A. If any assets of the Company are to be distributed in kind, such assets shall be distributed on the basis of the fair market value thereof, and any Member entitled to any interest in such assets shall receive such interest therein as a tenant-in-common with all other Members so entitled. The fair market value of such assets shall be determined by an independent appraiser to be selected by the Company's independent public accountants. The amount by which the fair market value of any property to be distributed in kind to the Members exceeds or is less than the basis of such property, shall, to the extent not otherwise recognized by the Company, be taken into account in computing Net Profits or Net Losses (and shall be allocated among the Members in

accordance with Section 8.2) for purposes of crediting or charging the Capital Accounts of, and liquidating distributions to, the Members under Section 10.4.B.

B. All distributions upon liquidation of the Company shall be distributed as follows: to each of the members, in proportion to the amounts of their respective positive Capital Accounts, as such accounts have been adjusted (i) in accordance with Section 6.5 to reflect the Net Profit or Net Loss realized or incurred upon the sale of the Company's property or assets and any deemed sale pursuant to Section 10.4.A; (ii) in accordance with Section 8.2 to reflect all Net Profits or Net Losses with respect to the year of liquidation. No member shall be liable to repay the negative amount of his Capital Account.

SECTION 10.5 Each of the Members shall be furnished with a statement, reviewed by the Company's independent public accountants, which shall set forth the assets and liabilities of the Company as of the date of the Company's liquidation.

SECTION 10.6 Within ninety (90) days following the dissolution and commencement of the winding up of the Company, the Manager shall execute and cause to be filed Articles of Dissolution of the Company and any and all other documents necessary with respect to termination of the Company.

ARTICLE XI

Books and Reports

SECTION 11.1 The Managers shall cause the Company to maintain the following records:

A. Complete and accurate books of account, in which shall be entered, fully and accurately, each and every transaction of the Company, shall be kept by the Managers at the principal office of the Company. The fiscal year of the Company shall be the calendar year. The books of account of the Company shall be kept in accordance with sound accounting practices and principles applied in a consistent manner by the Company; provided, however, that all methods of accounting and treating particular transactions shall be in accordance with the methods of accounting employed for Federal income tax purposes. All determinations by the Managers with respect to the treatment of any item or its allocation for Federal, state or local tax purposes shall be binding upon all the Members unless the determination is inconsistent with any express provision of this Agreement.

B. A current list of the full name and last known mailing address of each Member set forth in alphabetical order together with the contribution and share in profits and losses of each Member; a copy of the Articles of Organization of the Company and any amendments thereto; a copy of the Company Operating Agreement and any amendments thereto; a copy of the Company's federal, state and local income tax returns for the three most recent fiscal years.

C. Any Member shall have the right from time to time at his expense to examine and/or audit, or to have his accountants and representatives examine and/or audit, the books and records of the Company and the information referred to in this Section, and the Managers will make such books and records and information available for such examinations and/or audits.

SECTION 11.2 No value shall be placed for any purpose upon the Company name or the right to its use, or upon the goodwill of the Company or its business. Upon termination or dissolution of the Company (without reconstitution thereof) as provided in this Agreement, neither the Company name nor the right to its use, nor the goodwill of the Company, shall be considered as an asset of the Company.

SECTION 11.3 The Managers will cause to be sent to the Members within a reasonable period after the close of each year the following: (a) annual statements of the Company's gross receipts and operating expenses, and the capital accounts of each Member, prepared by the Company's independent public accountants, to be transmitted to each member; and (b) a report to be transmitted to each Member indicating the Member's share of the Company's profit or loss for that year and the Member's allocable share of all items of income, gain, loss, deduction, and credit for Federal income tax purposes.

ARTICLE XII

Tax Elections

SECTION 12.1 In the event of a transfer of a Member's interest, or upon the death of a Member, or in the event of the distribution of Company property to any party hereto, the Company may (but need not necessarily) file an election, in accordance with Section 754 of the Code to cause the basis of the Company property to be adjusted for Federal income tax purposes, as provided by Sections 734 and 743 of the Code.

ARTICLE XIII

Miscellaneous

SECTION 13.1 Any notice or other communication under this Agreement shall be in writing and shall be considered given when mailed by registered or certified mail, return receipt requested, to the parties at the following addresses (or at such other address as a party shall have previously specified by notice to the others as the address to which notice shall be given to him):

A. If to the Company, to it in care of the Managers at the address of the Company.

B. If to the Managers, to them at the address of the Company.

C. If to any Member, to him at his address set forth on the books and records of the Company.

SECTION 13.2 This Agreement contains a complete statement of all of the arrangements among the parties with respect to the Company and cannot be changed or terminated orally or in any manner other than by a written agreement executed by all of the Members. There are no representations, agreements, arrangements or understandings, oral or written, between or among the parties relating to the subject matter of this Agreement which are not fully expressed in this Agreement.

SECTION 13.3 This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.

SECTION 13.4 This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations of the jurisdiction in which the Company does business. If any provision of this Agreement, or the application thereof to any person or circumstance, shall for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected, but rather shall be enforced to the extent permitted by law.

SECTION 13.5 Anything hereinbefore in this Agreement to the contrary notwithstanding, all references to the property of the Company are deemed to include the profits, losses and Cash Flow of the property.

SECTION 13.6 Irrespective of the place of execution or performance, this Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and to be performed in the State of New York.

SECTION 13.7 The captions, headings and table of contents in this Agreement are solely for convenience of references and shall not affect its interpretation.

SECTION 13.8 This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall be deemed to constitute a single document.

SECTION 13.9 Whenever the context so requires, the male gender when used herein shall be deemed to include the female gender, the female gender shall be deemed to include the male gender, the singular shall be deemed to include the plural and the plural shall be deemed to include the singular.

SECTION 13.10 No third party beneficiaries. This Agreement is expressly and solely for the benefit of the parties hereto. It is understood that no other entity or person shall be entitled or deemed to be entitled to any benefits or to enforce any rights, claims or remedies under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first above written.

Name: DERICK T. GEORGE MD MBA
Member: Managing Partner

Name: _____
Member: _____

Name: _____
Member: _____

New York State Department of Health
Medical Marijuana Program
Application for Registration as a Registered Organization

Question 74b – Is any member of the applicant not a natural person?
Answer – YES
The following list of LLC's are members who have acquired 3% membership interests and are using these LLC's as holding companies to facilitate membership for passive investors in Nepenthea. These LLC's will have no involvement in the activities of the applicant. The organizational and operational documents for each of these entities is attached to the application.

Joint Venture Associates LLC — 3% Interest
4 The Overlook
Poquott, NY 11733

Tomi Capital Partners LLC — 3% Interest
4 Park Drive East
Old Westbury, NY 11568

MDB Homes Corp — 3% Interest
52 Donald Street
East Williston, NY 11596

On The Fringe LLC — 3% Interest
977 North Broadway
North Massapequa, NY 11758

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North Massapequa, NY 11758

BY-LAWS

OF

M D B HOMES CORP

ARTICLE I

OFFICES

1.1. Principal Office - The principal office of the Corporation shall be as set forth in its Certificate of Incorporation.

1.2. Additional Offices - The Corporation may have such additional offices at such other place within or without the State of New York as the Board of Directors may from time to time determine or as the business of the Corporation may require.

ARTICLE II

SHAREHOLDERS' MEETING

1.1. Annual Meeting - An annual meeting of shareholders shall be held within five (5) months after the close of the fiscal year of the Corporation on such date and at the time and place (either within or without the State of New York) as shall be fixed by the Board of Directors. At the annual meeting the shareholders shall elect Directors and transact such other business as may properly be brought before the meeting.

1.2. Special Meeting - A special meeting of shareholders may be called at any time by the President and shall be called by the President at the request in writing of a majority of the Board of Directors then in office or at the request in writing filed with the Secretary by the holders of a majority of the issued and outstanding shares of the capital stock of the Corporation entitled to vote at such meeting. Any such request shall state the purpose or purposes of the proposed meeting. Business transacted at any special meeting of shareholders shall be confined to the purposes set

class postage prepaid, directed to the shareholder at his address appearing on the stock book of the Corporation or at such other address supplied by him in writing to the Secretary of the Corporation for the purpose or receiving notice. If transmitted electronically, such notice is given when directed to the shareholder's electronic mail address as supplied by the shareholder to the Secretary of the Corporation or as otherwise directed pursuant to the shareholder's authorization or instructions.

A waiver of notice setting forth the purposes of the meeting for which notice is waived, whether before or after the time of the meeting stated therein, shall be deemed equivalent to the giving of such notice, signed by the person or persons entitled to such notice. Waiver of notice may be written or electronic. If written the notice must be signed by the shareholder or the shareholder's authorized Officer, Director, employee or agent by signing such waiver or causing his or her signature to be affixed to such waiver by any reasonable means, including, but not limited to, facsimile signature. If electronic, the transmission of the waiver must either set forth or be submitted with information from which it can reasonably be determined that the transmission was authorized by the shareholder. The attendance by a shareholder at a meeting either in person or by proxy without protesting the lack of notice thereof shall constitute a waiver of notice of such shareholder.

All notice given with respect to an original meeting shall extend to any and all adjournments thereof and such business as might have been transacted at the original meeting may be transacted at any adjournment thereof; not notice of any adjourned meeting need be given if an announcement of the time and place of the adjourned meeting is made at the original meeting.

2.4. Quorum - The holders of a majority of the votes of shares of stock issued and outstanding and entitled to vote threat, present I person or represented by proxy, shall be requisite and shall constitute a quorum at all meetings of shareholders except as otherwise provided by statute or the Certificate of Incorporation. If, however, a quorum shall not be present or represented at any meeting of shareholders, the shareholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. When a quorum is once present to organize a meeting, such quorum is not deemed broken by the subsequent withdrawal of any shareholders.

2.5. Voting - Every shareholder entitled to vote at any meeting shall be entitled to one vote for each share of stock entitled to vote and held by him of record on the date fixed as the record date for said meeting and may so vote in person or by proxty. Any corporate action, other than the election of Directors, shall be authorized by a majority of the votes cast in favor of or against such action by the holders of shares entitled to vote thereon except as may otherwise be provided by statute or the Certificate of Incorporation. An abstention shall not count as a vote cast.

2.6. Proxies – Every proxy shall be valid only if filed with the Secretary of the Corporation or with the Secretary of the meeting prior to the commencement of voting on the matter in regard to which said proxy is to be voted. No proxy shall be valid after the expiration of eleven months from the date of its execution unless otherwise expressly provided in the proxy. Every proxy shall be revocable at the pleasure of the person executing it except as otherwise provided by Section 609 of the Business Corporation Law. Unless the proxy by its terms provides for a specific revocation date and except as otherwise provided by statute, revocation of a proxy shall not be effective unless and until such revocation is executed in writing by the shareholder who executed such proxy and the revocation is filed with the Secretary of the Corporation or with the Secretary of the Meeting prior to the voting of the proxy.

A shareholder may execute a writing authorizing another person or persons to act for him as proxy. Execution may be accomplished by the shareholder or its authorized Officer, Director, employee or agent signing such writing or causing his or her signature to be affixed to such writing by any reasonable means including, but not limited to, by facsimile signature. A shareholder may authorize another person or persons to act for the shareholder as proxy by electronic transmission to the person who will be the holder of the proxy or to an agent duly authorized by the proxyholder to receive such transmission. Any such electronic transmission must set forth or be submitted with sufficient information from which it can be reasonably determined that the electronic transmission was authorized by the shareholder. The information relied upon by the inspectors or other persons making the determination shall be specified.

Any copy, facsimile or other reliable reproduction of the writing or transmission created pursuant to this section may be substituted or used in lieu of the original writing or transmission for any and all purposes for which the original writing or transmission could be used, provided that such copy, facsimile or other reproduction shall be a complete reproduction of the original document.

2.7. Shareholders' List - A list of shareholders as of the record date, certified by the Secretary of the Corporation or by a transfer agent appointed by the Board of Directors shall be prepared for every meeting of shareholders and shall be produced by the Secretary or some other Officer of the Corporation thereat.

2.8. Inspectors at Meetings - In advance of any shareholders' meeting, the Board of Directors may appoint one or more inspectors to act at the meeting or at any adjournment thereof and if not so appointed or if the persons so appointed are unable to act, the person presiding at any such meeting may appoint one or more inspectors. Each inspector, before entering upon the discharge of his duties as set forth in Section 611 of the Business Corporation Law, shall take and sign an oath faithfully to execute the duties of inspector at such meeting with strict impartiality and according to the best of his ability.

2.9. Conduct of Meeting - All meetings of shareholders shall be presided over by the President, or if he is not present, by a Vice-President, or if neither the President nor any Vice-President is present, by a chairman thereby chosen by the shareholders at the meeting. The Secretary of the Corporation, or in his absence, an Assistant Secretary, shall act as secretary of

every meeting but if neither the Secretary nor the Assistant Secretary is present, the chairman of the meeting shall appoint any person present to act as secretary of the meeting.

2.10. Action Without Meeting - Any action required or permitted to be taken by the Shareholders thereof may be taken without a meeting if all Shareholders entitled to vote thereon consent in writing to the adoption of a resolution authorizing the action except as otherwise permitted by the Certificate of Incorporation.

No written consent shall be effective to take the corporate action referred to therein unless, within sixty days of the earliest dated consent delivered in the manner required by this paragraph to the Corporation, written consents signed by a sufficient number of holders to take action are delivered to the Corporation by delivery to, its registered office in this state, its principal place of business, or an Officer or agent of the Corporation having custody of the book in which proceedings of meetings of shareholders are recorded. Delivery made to the Corporation's registered office shall be by hand or by certified or registered mail, return receipt requested.

ARTICLE III

BOARD OF DIRECTORS

3.1. Function and Definition - the business and property of the Corporation shall be managed by its board of Directors who may exercise all the powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these By-Laws directed or required to be exercised or done by the shareholders.

3.2. Number and Qualification - The number of Directors constituting the entire Board shall not be less than one nor more than ( ), as may be fixed by resolution of the Board of Directors or by the shareholders entitled to vote for the election of Directors, provided that any such action of the Board shall require the vote of a majority of the entire Board. The phrase "entire Board" as used herein means the total number of Directors which the Corporation would have if there were no vacancies. Unless and until a different number shall be so fixed within the limits above specified, the Board shall consist of one (1) Director. The term of any incumbent Director shall not be shortened by any such action by the Board of Directors or by the shareholders.

Each Director shall be at least eighteen years of age. A Director need not be a shareholder, a citizen of the United States or a resident of the State of New York.

3.3. Election Term and Vacancies - Except as otherwise provided in this Section, all Directors shall be elected at the annual meeting of shareholders and all Directors who are so elected or who are elected in the interim to fill vacancies and newly created directorships, shall hold office until the next annual meeting of shareholders and until their respective successors have been elected and qualified.

The members of the Board of Directors shall be eleceted by a majority of the votes cast at a meeting of shareholders, by the holders of shares entitled to vote, except as otherwise provided in the Certificate of Incorporation.

In the interim between annual meetings of shareholders, newly created directorships resulting from an increase in the number of Directors or from vacancies occurring in the Board, but not, except as hereinafter provided, in the case of a vacancy occurring by reason of removal of a Director by the shareholders, may be filled by the vote of a majority of the Directors, then remaining in office, although less than a quorum may exist.

In the case of a vacancy occurring in the Board of Directors by reason of the removal of one or more Directors by action of the shareholders, such vacancy may be filled by the shareholders at a special meeting duly called for such purpose.

In the event a vacancy is not filled by such election by shareholders, whether or not the vacancy resulted from the removal of a Director with or without cause, a majority of the Directors then remaining in office, although less than a quorum, may fill any such vacancy.

3.4. Removal - The Board of Directors may, at any time, with cause, remove any Director.

The shareholders entitled to vote for the election of Directors may, at any time, remove any or all of the Directors with or without cause.

3.5. Meetings - The annual meeting of the Board of Directors for the election of Officers and the transaction of such other business as may come before the meeting, shall be held, without notice, immediately following the annual meeting of shareholders, at the same place at which such shareholders' meeting is held.

Regular meetings of the Board of Directors shall be held at such time and place, within or outside the State of New York as shall be fixed by resolution of the Board, and when so fixed no further notice thereof need be given. Regular meetings not fixed by resolution of the Board may be held on notice at such time and place as shall be determined by the Board.

Special meetings of the Board of Directors may be called on notice at any time by the President, and shall be called by the President at the written request of a majority of the Directors then in office.

3.6. Notice of Meetings - In the case of all special meetings and of regular meetings not fixed by resolution of the Board, written notice of the time and place of each such meeting shall be mailed to each Director, addressed to his residence or usual place of business, not less than five days before the date on which such meeting is to be held, or shall be sent to such address by telegram, or be given personally, or by telephone, not less than one day before the date on which such meeting is to be held. The notice of the meeting need not specify the purpose of the meeting.

Any meeting of the Board of Directors for which notice is required by these By-Laws or by statute need not be give to any Director who submits a signed Waiver of Notice whether before or after the meeting, or who attends the meeting without protesting prior thereto or at its commencement the lack of notice to him. All signed Waivers of Notice shall be filed with the minutes of the meeting.

3.7. Conduct of Meetings - The President, if present, shall preside at all meetings of Directors. At all meetings at which the President is not present any other Director chosen by the Board shall preside.

3.8. Quorum, Adjournment, Voting - Except as otherwise provided by the Certificate of Incorporation, a majority of the entire Board shall be requisite and shall constitute a quorum at all meetings of the Board of Directors for the transaction of business. Where a vacancy or vacancies prevents such majority, a majority of the Directors then in office shall constitute a quorum.

A majority of the Directors present at any meeting, whether or not a quorum is present, may adjourn the meeting to another time and place without further notice other than an announcement at the meeting.

Except as otherwise provided by the Certificate of Incorporation, when a quorum is present at any meeting, a majority of the Directors shall decide any questions brought before such meeting and the act of such majority shall be the act of the Board.

3.9. Action Without Meeting - any action required or permitted to be taken by the Board of Directors or of any committee thereof may be taken without a meeting if all members of the Board of Directors or of any committee thereof consent in writing to the adoption of a resolution authorizing the action.

Any one or more members of the Board of Directors or of any committee thereof may participate in a meeting of said Board or of any such committee by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time, and participation by such means shall constitute presence I person at the meeting.

3.10. Compensation of Directors - Directors, as such, shall not receive any state salary for their services, but, by resolution of the Board, a fixed sum and expenses of attendance, if any, may be allowed for attendance at any meeting of the Board of Directors or of any committee thereof. Nothing herein contained shall be construed to preclude any Director from serving the Corporation in any other capacity and receiving reasonable compensation therefor.

3.11. Committees - The Board of Directors, by resolution of a majority of the entire Board, may designate from among its members one or more committees, each consisting of one or more Directors, and each of which, to the extent provide din such resolution, shall have all the authority of the Board except that no such committee shall have authority as to any of the following matters:

(a) The submission to shareholders of any action as to which shareholders' authorization is required by statute, the Certificate of Incorporation or by these By-Laws;

(b) The filling of vacancies in the Board of Directors or in any committee thereof;

(c) The fixing of compensation of the Directors for serving on the Board or on any committee thereof;

(d) The amendment or repeal of these By-Laws or the adoption of new By-Laws; and

(e) The amendment or repeal of any resolution of the Board of Directors which by its terms shall not be so amendable or repealable.

The Board may designate one or more Directors as alternate members of any such committee who may replace any absent member or members at any meeting of such committee.

Each such committee shall serve at the pleasure of the Board. The Board of Directors shall have the power at any time to fill vacancies in, to change the membership of, or to discharge any such committee. Committees shall keep minutes of their proceedings and shall report the same to the Board of Directors at the meeting of the Board next succeeding, and any action by the committee shall be subject to revision and alteration by the Board of Directors, provided that no rights of a third party shall be affected in any such revision or alteration.

ARTICLE IV

OFFICERS

4.1. Executive Officers - The Officers of the Corporation shall be a President, one or more Vice-Presidents, a Treasurer and a Secretary and such Assistant Treasurers and Assistant Secretaries and other Officers as the Board of Directors may determine. Any two or more offices may be held by the same person. In the event all of the issued and outstanding shares of capital stock of the Corporation are owned by one person, such person may hold all or any combination of offices.

4.2. Election - The President shall be chosen from among the Directors and together with one or more Vice-Presidents, the Treasure and Secretary shall be elected by the Board of Directors to hold office until the meeting of the Board held immediately following the next annual meeting of share-holders and shall hold office for the term for which elected and until their successors have been elected and qualified. The Board of Directors may from time to time appoint all such other Officers as it may determine and such Officers shall hold office from the time of their appointment and qualifications until the time at which their successors are appointed and qualified. A vacancy in any office arising from any cause may be filled for the unexpired portion of the term by the Board of Directors.

4.3. Removal - Any Officer may be removed from office by the Board at any time with or without cause.

4.4. Delegation of Powers - The Board of Directors may from time to time delegate the power or duties of any Officer of the Corporation, in the event of his absence or failure to act otherwise, to any other Officer or Director or person whom they may select.

4.5. Compensation - The compensation of each Officer shall be such as the Board of Directors may from time to time determine.

4.6. President - The President shall be the chief executive Office of the Corporation and shall have general charge of the business and affairs of the Corporation, subject, however, to the right of the Board of Directors to confer specified powers on Officers and subject generally to the direction of the Board.

Unless otherwise ordered by the Board of Directors, the President, or in the event of his inability to act, a Vice-President designated by the Board, shall have full power and authority on behalf of the Corporation to attend and to act and to vote at any meeting of security holders of Corporations in which the Corporation may hold securities, and at such meetings shall possess and may exercise any and all rights and powers incident to the ownership of such securities, and which, as the owner thereof, the corporation might have possessed and exercised, if present. The Board of Directors by resolution from time to time may confer like powers upon any other person or persons.

4.7. Vice-President - The Vice-President shall have such powers and perform such duties as the Board of Directors may from time to time prescribe. In the absence or inability of the President to perform his duties or exercise his powers, the Vice President or, if there be more than one a Vice-President designated by the Board, shall exercise the powers and perform the duties of the President subject to the direction of the Board of Directors.

4.8. Secretary – The Secretary shall keep the minutes of all meetings and record all votes of shareholders, the Board of Directors and committees in a book to be kept for that purpose. He shall give or cause to be given any required notice of meetings of shareholders, the Board of Directors or any committee, and shall be responsible for preparing or obtaining from a transfer agent appointed by the Board, the list of shareholders required by Article II, Section 7 thereof. He shall be the custodian of the seal of the Corporation and shall affix or cause to be affixed the seal to any instrument requiring it and attest the same and exercise the powers and perform the duties incident to the office of Secretary subject to the direction of the Board of Directors.

4.9. Treasurer - Subject to the direction of the Board of Directors, the Treasurer shall have charge of the general supervision of the funds and securities of the Corporation and the books of account of the Corporation and shall exercise the powers and perform the duties incident to the office of the Treasurer. If required by the Board of Directors, he shall give the Corporation a bond in such sum and with such sureties as may be satisfactory to the Board of Directors for the faithful discharge of his duties.

4.10. Other Officers - All other Officers, if any, shall have authority and shall perform such duties as may be specified from time to time by the Board of Directors.

ARTICLE V

RESIGNATIONS

Any Director or Officer of the Corporation or any member of any committee of the Board of Directors of the Corporation, may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. Any such resignation shall take effect at the time specified therein or, if the time is not specified therein, upon the receipt thereof, irrespective of whether any such resignations shall have been accepted.

ARTICLE VI

CERTIFICATES RESPRESENTING SHARES

6.1. Form of Certificates - Each shareholder shall be entitled to a certificate or certificates in such form as prescribed by the Business Corporation Law and by any other applicable statues, which Certificate shall represent and certify the number, kind and class of shares owned by him in the Corporation. The Certificates shall be numbered and registered in the order in which they are issued and upon issuance the name in which each Certificate has been issued together with the number of shares represented thereby and the date of issuance shall be entered in the stock book of the Corporation by the Secretary or by the transfer agent of the Corporation. Each certificate shall be signed by the President or a Vice-President and countersigned by the Secretary or Assistant Secretary and shall be sealed with the Corporate Seal or a facsimile thereof. The signatures of the Officers upon a certificate may also be facsimiles if the certificate is countersigned by a transfer agent or registered by a registrar other than the Corporation itself or an employee of the Corporation. In case any Officer who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such Officer before the certificate is issued, such certificate may be issued by the Corporation with the same effect as if the Officer had not ceased to be such at the time of its issue.

6.2. Consideration - A certificate representing shares shall not be issued until the amount of consideration therefor determined to be stated capital pursuant to Section 506 of the Business Corporation Law has been paid in the form of cash, services rendered, personal or real property or a combination thereof and consideration for the balance (if any) complying with paragraph (a) of Section 504 of the Business Corporation Law has been provided, except as provided in paragraphs (e) and (f) of Section 505 of the Business Corporation Law. Notwithstanding that such shares may be fully paid and nonassessable, the Corporation may place in escrow shares issued for a binding obligation to pay cash or other property or to perform future services, or make other arrangements to restrict the transfer of the shares, and may credit distributions in respect of the shares against the obligation, until the obligation is performed.

6.3. Lost Certificates - The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Corporation, alleged to have been lost, mutilated, stolen or destroyed, upon the making of an

affidavit of that fact by the person so claiming and upon delivery to the Corporation, if the Board of Directors shall so require, of a bond in such form and with such surety or sureties as the Board may direct, sufficient in amount to indemnify the Corporation and its transfer agent against any claim which may be made against it or them on account of the alleged loss, destruction, theft or mutilation of any such certificate or the issuance of any such new certificate.

6.4. Fractional Share Interests - The Corporation may issue certificates for fractions of a share; or it may pay in cash the fair market value of fractions of a share as of the time when those entitled to receive such fractions are determined; or it may issue script in registered or bearer form over the manual or facsimile signature of an Officer of the Corporation or of its agent, exchangeable as therein provided for full shares, but such script shall not entitle the holder to any rights of a shareholder except as therein provided.

6.5. Share Transfers - Upon compliance with provisions restricting the transferability of shares, if any, transfers of shares of the Corporation shall be made only on the share record of the Corporation by the registered holder thereof, or by his duly authorized attorney, upon the surrender of the certificate or certificates for such shares properly endorsed with payment of all taxes thereon.

6.6. Record Date for Shareholders - For the purpose of determining the shareholders entitled to notice of, or to vote at any meeting of shareholders or any adjournment thereof or to express consent or dissent from any proposal without a meeting, or for the purpose of determining the shareholders entitled to receive payment or any dividend or the allotment of any rights, or for the purpose of any other action, the Board of Directors may fix, in advance, a date as the record date for any such determination of shareholders. Such date shall not be more than sixty nor less than ten days before the date of any meeting nor more than sixty days prior to any action taken without a meeting, the payment of any dividend or the allotment of any rights, or any other action. When a determination of shareholders of record entitled to notice of, or to vote at any meeting of shareholders has been made as provided in this Section, such determination shall apply to any adjournment thereof, unless the Board fixes a new record date under this Section for the adjourned date.

6.7. Shareholders of Record - The Corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder in fact thereof and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such share on the part of any other person whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State of New York.

ARTICLE VII

STATUTORY NOTICES

The Board of Directors may appoint the Treasurer or any other Officer of the Corporation to cause to be prepared and furnished to shareholders entitled thereto any special financial notice and/or statement which may be required by Section 510, 511, 515, 516, 519 and 520 of the Business Corporation Law or by any other applicable statute.

ARTICLE VIII

FISCAL YEAR

The fiscal year of the Corporation shall be fixed by the Board of Directors by resolution duly adopted, and, from time to time, by resolution duly adopted the Board of Directors may alter such fiscal year.

ARTICLE IX

CORPORATE SEAL

The Corporate seal shall have inscribed thereon the name of the Corporation, the year of its incorporation and the words "Corporate Seal" and "New York" and shall be in such form and contain such other words and/or figures as the Board of Directors shall determine. The Corporate seal may be used by printing, engraving, lithographing, stamping or otherwise making, placing or affixing, or causing to be printed, engraved, lithographed, stamped or otherwise made, place or affixed, upon any paper or document, by and process whatsoever, an impression, facsimile or other reproduction of said Corporate seal.

ARTICLE X

BOOKS AND RECORDS

There shall be maintained at the principal office of the Corporation books of account of all the Corporation's business and transactions.

There shall be maintained at the principal office of the Corporation or at the office of the Corporation's transfer agent a record containing the names and addresses of all shareholders, the number and class of shares held by such and the dates when they respectively became the owners of record thereof.

ARTICLE XI

INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS

Any person made or threatened to be made a party to an action or proceeding, whether civil or criminal, by reason of the fact that he, his testator or intestate, then, is, or was a Director or Officer of the Corporation, or then serves or has served on behalf of the corporation in such capacity at the request of the Corporation, shall be indemnified by the Corporation against reasonable expenses, judgments, fines and amounts actually and necessarily incurred in connection with the defense of such action or proceeding or in connection with an appeal therein, to the fullest extent permissible by the laws of the State of New York. Such right of indemnification shall not be deemed exclusive of any other rights to which such person may be entitled.

ARTICLE XII

AMENDMENTS

Subject to Section 613 of the Business Corporation Law, the shares entitled at the time to vote in the election of Directors and the Board of Directors by vote of a majority of the entire Board, shall have the power to amend or repeal these By-Laws, and to adopt new By-Laws, provided, however, that any by-law adopted, amended or repealed by the Board of Directors may be amended or repealed by a majority of the votes of the shares at the time entitled to vote thereon as herein provided. No amendment of the By-Laws pertaining to the election of the Directors or the procedures for the calling and conduct of a meeting of shareholders shall affect the election of directors or the procedures for the calling or conduct in respect of any meeting of shareholders unless notice thereof is given to the shareholders as provided in Section 3 of Article II hereof.

Dated: 4/5/2014

DAVID HALPERN

Jeannine Halpern

JEANNINE HALPERN

State of Delaware
Secretary of State
Division of Corporations
Delivered 03:34 PM 05/21/2015
FILED 03:33 PM 05/21/2015
SRV 150737238 - 5751906 FILE

CERTIFICATE OF FORMATION

OF

Tomi Capital Partners LLC

FIRST: The name of the limited liability company is Tomi Capital Partners LLC

SECOND: The address of its registered office in the State of Delaware is 1811 Silverside Road in the City of Wilmington, Delaware 19810, in the County of New Castle. The name of its registered agent at such address is Vcorp Services, LLC.

THIRD: Members may be admitted in accordance with the terms of the Operating Agreement of the limited liability company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation, on May 21, 2015.

/s/Taylor Lolya
Taylor Lolya, Authorized Person

MANAGEMENT RESOLUTION
OF
TOMI CAPITAL PARTNERS LLC

The undersigned Organizer of Tomi Capital Partners LLC a Delaware Limited Liability Company (the "Company")

DOES HEREBY CERTIFY:

At a general meeting of the member(s) and the organizer of the Company, duly called and held on May 22, 2015 at which a quorum was present and acted throughout, the member(s) unanimously adopted the following resolution, which has not been modified or rescinded:

RESOLVED, that the Company is to be managed by the members who shall have the power to manage the business and affairs of the Company as provided in the Operating Agreement.

The name(s) and address(es) of the initial Member(s) of the Company, and who shall serve until their successor(s) is/are elected and begin serving, is/are:

Lloyd Groveman, [redacted]
Dr. Mitchell Chorost [redacted]
Barry Fein [redacted]

FURTHER RESOLVED, that the undersigned hereby resigns as organizer and terminates any and all involvement relative to any and all business activities.

IN WITNESS WHEREOF, the undersigned has hereto affixed their hands as of May 22, 2015.

Taylor Lolya, Organizer

LIMITED LIABILITY COMPANY AGREEMENT

OF

Tomi Capital Partners LLC

A DELAWARE LIMITED LIABILITY COMPANY

This Limited Liability Company Agreement (the "Agreement"), effective as of this 22nd day of May, 2015, by, between and among the Members confirms our understanding as to the matters contained herein.

The parties hereto agree as follows:

ARTICLE I.

Definitions

SECTION 1.1. As used herein, the following terms and phrases shall have the meanings indicated:

A. "Act" shall mean the Delaware Limited Liability Company Act, as amended.

B. "Agreement" shall mean this Limited Liability Company Agreement.

C. "Capital Account" shall mean, with respect to each Member, the account established for each Member pursuant to Section 6.5, which will initially equal the Capital Contributions of such Member and will be (a) increased by the amount of Net Profits allocated to such Member and (b) reduced by the amount of Net Losses allocated to such Member and the amount of Cash Flow distributed to such Member. Members' Capital Accounts shall be determined and maintained in accordance with the rules of paragraph (b)(2)(iv) of Regulation Section 1.704-1 of the Code.

D. "Capital Contributions" shall mean the fair market value of the amounts contributed by the Members pursuant to Section 6.1.

E. "Cash Flow" shall have the meaning provided in Section 7.1.

F. "Code" shall mean the Internal Revenue Code of 1986, as amended, or corresponding provisions of subsequent revenue laws.

G. "Manager" shall mean the Member or Members selected by the Members at a meeting of Members duly called and held for such purpose to serve as Manager or Managers of the Company.

H. "Members" shall mean the persons designated as such in this Agreement, any successor(s) to their interests as such in the Company; and any other person who pursuant to this Agreement shall become a Member, and any reference to a "Member" shall be to any one of the then Members.

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I. "Net Profits" and "Net Losses" shall mean the net profit or net loss, respectively, of the Company determined in accordance with Section 8.1.

J. The words "Membership Interest" shall mean a Member's interest in the Company which shall be in the proportion that the Member's share of the profits and losses of the Company bears to the aggregate shares of all the Members determined in accordance with section 18-503 of the Act which states that profits and losses shall be allocated on the basis of the value of the contributions of each Member as stated in the Agreement. A Membership Interest may be evidenced by a certificate issued by the Company. A Membership Interest may be expressed on a certificate as "Units" where a Member's Units bears the same relationship to the aggregate units of all Members that the Member's Membership Interest bears to the aggregate Membership Interests of all Members. A Member's Interest may be a certificated security or an uncertificated security within the meaning of section 8-102 of the Uniform Commercial Code if the requirements of section 8-103(c) are met, and if the requirements are not met such interest shall, for purposes of the Uniform Commercial Code, be deemed to be a general intangible asset.

K. "Company" shall mean this limited liability company, to wit: Tomi.

L. "Person" shall mean any natural person, corporation, partnership, joint venture, association, limited liability company or other business or legal entity.

ARTICLE II.

Organization of the Company

SECTION 2.1. The purpose of the Company is to conduct any lawful business for which limited liability companies may be organized (except banking, as provided by law) and to do all things necessary or useful in connection with the foregoing.

SECTION 2.2. The Members shall be members in the Company and shall continue to do business under the name of the Company until the Managers shall change the name or the Company shall terminate.

SECTION 2.3. The principal address of the Company shall be such place or places as the Managers may determine. The Managers will give notice to the Members promptly after any change in the location of the principal office of the Company.

SECTION 2.4. The Company shall terminate on the date provided in the Certificate of Formation, except that the Company may terminate prior to such date as provided in this Agreement.

SECTION 2.5. The Company name shall be Tomi Capital Partners LLC.

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ARTICLE III.

Status of Members

SECTION 3.1. No Member will be bound by, or be personally liable for the expenses, liabilities or obligations of the Company, unless such Member explicitly agrees to such liability.

SECTION 3.2. No Member will be entitled to withdraw any part of his Capital Account or to receive any distributions from the Company except as expressly provided in this Agreement.

SECTION 3.3. No Member will have the right to require partition of the property or to compel any sale or appraisal of the Company's assets or any sale of a deceased Member's interest in the Company's assets, notwithstanding any provision of law to the contrary.

SECTION 3.4. No Member shall (without the written consent of all members), (a) make an assignment for the benefit of creditors; (b) file a voluntary petition in bankruptcy; (c) be adjudged a bankrupt or insolvent, or have entered against the Member an order for relief, in any bankruptcy or insolvency proceeding; (d) file a petition or answer seeking for the Member any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation; (e) file an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the Member in any proceeding of this nature; or (f) seek, consent to or acquiesce in the appointment of a trustee, receiver or liquidator of the Member or of all or any substantial part of the Member's properties.

SECTION 3.5 No Member shall have an interest in specific Company property.

ARTICLE IV.

Meeting of Members

SECTION 4.1. An annual meeting of Members shall be held within five (5) months after the close of the fiscal year of the Company on such date and at the time and place (either within or without the state of its organization, or by means of a conference telephone call or other communications equipment by means of which all participants can hear each other) as shall be fixed by the Members in writing or by electronic means. At the annual meeting, the Members shall elect the Managers and transact such other business as may properly be brought before the meeting. Attendance at such meeting may be by remote access if the Members so agree.

SECTION 4.2. A special meeting of Members may be called at any time by the Managers and shall be called by the Managers at the request in writing of that Membership interest specified in Schedule C of the Members entitled to vote at such meeting. Any such request shall state the purpose or purposes of the proposed meeting. Business transacted at any special meeting of Members shall be confined to the purposes set forth in the notice thereof.

SECTION 4.3. Written notice of the time, place and purpose of every meeting of Members (and, if other than an annual meeting, the person or persons at whose direction the meeting is being called), shall be given by the Managers to each Member of record entitled to

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vote at such meeting, not less than ten nor more than sixty days prior to the date set for the meeting. Notice shall be given either personally or by mailing said notice by first class mail to each Member at his address appearing on the record book of the Company or at such other address supplied by him in writing to the Managers of the Company for the purpose of receiving notice.

A written waiver of notice setting forth the purposes of the meeting for which notice is waived, signed by the person or persons entitled to such notice, whether before or after the time of the meeting stated therein, shall be deemed equivalent to the giving of such notice. The attendance by a Member at a meeting either in person or by proxy without protesting the lack of notice thereof shall constitute a waiver of notice of such Member.

All notices given with respect to an original meeting shall extend to any and all adjournments thereof and such business as might have been transacted at the original meeting may be transacted at any adjournment thereof; no notice of any adjourned meeting need be given if an announcement of the time and place of the adjourned meeting is made at the original meeting.

SECTION 4.4. The holders of a majority in interest of the Members present in person or represented by proxy, shall be requisite and shall constitute a quorum at all meetings of members except as otherwise provided by statute or the Certificate of Formation. If, however, a quorum shall not be present or represented at any meeting of Members, the Members entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. When a quorum is once present to organize a meeting, such quorum is not deemed broken by the subsequent withdrawal of any Members.

SECTION 4.5. Every Member entitled to vote at any meeting shall be entitled to vote in accordance with his membership interest in the Company held by him of record on the date fixed as the record date for said meeting and may so vote in person or by proxy. Any Company action shall be authorized by a majority in interest of the votes cast by the Members entitled to vote thereon except as may otherwise be provided by statute, the Certificate of Formation or this Agreement.

SECTION 4.6. Every proxy must be granted in writing or by means of electronic transmission by the Member entitled to vote or by his duly authorized attorney-in-fact and shall be valid only if filed with the Managers of the Company prior to the commencement of voting on the matter in regard to which said proxy is to be voted. No proxy shall be valid after the expiration of eleven months from the date of its execution unless otherwise expressly provided in the proxy. Every proxy shall be revocable at the pleasure of the person executing it except as otherwise provided by statute. Unless the proxy by its terms provides for a specific revocation date and except as otherwise provided by statute, revocation of a proxy shall not be effective unless and until such revocation is executed in writing by the Member who executed such proxy and the revocation is filed with the Managers of the Company prior to the voting of the proxy.

SECTION 4.7. All meetings of Members shall be presided over by the Managers, or if not present, by a Member thereby chosen by the Members at the meeting. The Managers or the

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person presiding at the meeting shall appoint any person present to act as secretary of the meeting.

SECTION 4.8. For the purpose of determining the Members entitled to notice of, or to vote at any meeting of Members or any adjournment thereof or to express consent or dissent from any proposal without a meeting, or for the purpose of determining the Members entitled to receive payment of any distribution of Cash Flow or the allotment of any rights, or for the purpose of any other action, the Members may fix, in advance, a date as the record date for any such determination of Members. Such date shall not be more than fifty nor less than ten days before the date of any meeting nor more than fifty days prior to any action taken without a meeting, the payment of any distribution of Cash Flow or the allotment of any rights, or any other action. When a determination of Members of record entitled to notice of, or to vote at any meeting of Members has been made as provided in this Section, such determination shall apply to any adjournment thereof, unless the Members fix a new record date under this Section for the adjourned date.

SECTION 4.9. The Company shall be entitled to treat the holder of record of any membership interest as the holder in fact thereof and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such Membership Interest on the part of any other person whether or not it shall have express or other notice thereof, except as otherwise provided by the Act.

ARTICLE V.

Management

SECTION 5.1. Management of the Company shall be vested in all of the Members who shall also serve as Managers of the Company. The Managers shall vote in proportion to their Membership Interests in the Company. Except as otherwise provided in this Agreement, including Schedule B, all decisions of the Managers shall be by a majority in interest of the Members. All Managers must be Members of the Company. No Member will take part in or interfere in any manner with the conduct or control of the business of the Company or have any right or authority to act for or bind the Company except as provided in this Agreement.

SECTION 5.2. The Managers shall hold office for the term for which elected and until a successor has been elected and qualified. A vacancy in the office of Manager arising from any cause may be filled for the unexpired portion of the term by the Members.

SECTION 5.3. Any Manager may resign at any time by giving written notice to the Members. Any such resignation shall take effect at the time specified therein or, if the time is not specified therein, upon the receipt thereof, irrespective of whether any such resignations shall have been accepted.

SECTION 5.4. The Company shall be managed by the Managers and the conduct of the Company's business shall be controlled and conducted solely and exclusively by the Managers in accordance with this Agreement. In addition to and not in limitation of any rights and powers conferred by law or other provisions of this Agreement, the Managers shall have and may exercise on behalf of the Company all powers and rights necessary, proper, convenient or

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advisable to effectuate and carry out the purposes, business and objectives of the Company, and to maximize Company profits.

SECTION 5.5. Notwithstanding the foregoing, the Managers may not make any of the management decisions stated in Schedule B without obtaining the consent of that Membership interest stated in Schedule B.

SECTION 5.6. _____, one of the Managers, shall serve as Tax Matters Member as such term is defined in Code Section 6231 (a)(7).

SECTION 5.7. Any person made or threatened to be made a party to an action or proceeding, whether civil or criminal, by reason of the fact that he, his testator or intestate, then, is, or was a manager, member, employee or agent of the Company, or then serves or has served on behalf of the Company in any capacity at the request of the Company, shall be indemnified by the Company against reasonable expenses, judgments, fines and amounts actually and necessarily incurred in connection with the defense of such action or proceeding or in connection with an appeal therein, to the fullest extent permissible by the Act.

ARTICLE VI.

Capital

SECTION 6.1. The Members have contributed to the Company in exchange for their membership interests their interests in the cash and other property as set forth on Schedule A, annexed hereto.

SECTION 6.2. The fair market value and the adjusted basis of the contributing Member of any property other than cash contributed to the Company by a Member shall be set forth on Schedule A, annexed hereto.

SECTION 6.3. Except as expressly provided in this Agreement, no Member shall be required to make any additional contributions to the capital of the Company.

SECTION 6.4. No interest shall be paid on the Capital Account of any Member.

SECTION 6.5. A Capital Account shall be established for each Member on the books and records of the Company in accordance with Section 1.1.C. If any assets of the Company are distributed to the Members in kind, the Capital Accounts of the Members shall be adjusted to reflect the difference between the fair market value of such assets on the date of distribution and the basis of the Company in such assets.

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ARTICLE VII.

Distributions of Cash

SECTION 7.1. The Company shall distribute to the Members from time to time all cash (regardless of the source thereof) of the Company which is not required for the operation or the reasonable working capital requirements of the Company (such cash is sometimes referred to herein as "Cash Flow"). For purposes of this Agreement all Cash Flow allocated to the Members shall be allocated among them in proportion to their respective Membership Interests.

SECTION 7.2. Distributions of Cash Flow shall be made from time to time in such manner as determined by the Managers.

SECTION 7.3 Except as otherwise provided herein, upon resignation, a Member shall be entitled to receive the fair value of his interest as of the date of resignation based upon such Member's right to share in distributions from the Company

ARTICLE VIII.

Profits and Losses

SECTION 8.1. The Net Profits and Net Losses of the Company shall be the net profits and net losses of the Company as determined for Federal income tax purposes.

SECTION 8.2. The Net Profits and Net Losses of the Company and each item of income, gain, loss, deduction or credit entering into the computation thereof, shall be allocated to the Members in the same proportions that they share in distributions of Cash Flow pursuant to Section 7.1, or if there is no Cash Flow, that they would have shared if there had been Cash Flow.

SECTION 8.3. References herein to "Reg. Sec.", are to the regulations promulgated by the United States Treasury to the Code. The terms "minimum gain", "minimum gain chargeback", "qualified income offset", "nonrecourse deduction" and "nonrecourse liability" are to be interpreted consistent with the definitions and use of such terms in Reg. Sec. 1.704-2 and Reg. Sec. 1.704-1. "Nonrecourse liability" means any liability with respect to which no Member bears the risk of loss under Code Section 752. The following special allocations shall be made in the following order:

A. Except as otherwise set forth in Reg. Sec. 1.704-2(f), if there is a net decrease in minimum gain, during the fiscal year of the Company, each Member, shall be specially allocated items of gross income and gain for such fiscal year (and, if necessary, subsequent fiscal years) in an amount equal to that Member's share of the net decrease of minimum gain determined in accordance with Reg. Sec. 1.704-2(g). Allocations in accordance with this Section shall be made first from the disposition of Company assets subject to nonrecourse liabilities, to the extent of the minimum gain attributable to those assets, and thereafter, from a pro-rata portion of the Company's other items of income and gain for the taxable year. This Section is intended to comply with the minimum gain chargeback requirement of Reg. Sec. 1.704-2(f).

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B. Except as otherwise set forth in Reg. Sec. 1.704-2(i)(4), if there is a net decrease in a Member's nonrecourse liability minimum gain attributable to Members' nonrecourse liabilities during any fiscal year, each Member who has a share of the Member nonrecourse liability minimum gain attributable to Member nonrecourse liability shall be specially allocated items of gross income and gain for such fiscal year (and, if necessary, subsequent fiscal years)in an amount equal to that Member's share of the net decrease in Members' nonrecourse debt minimum gain attributable to such Member nonrecourse debt. Allocations pursuant to this Section shall be made first from gain recognized from the disposition of Company assets subject to Member nonrecourse liabilities to the extent of Member minimum gain attributable to those assets, and thereafter, from a pro-rata portion of the Company's other items of income and gain for the fiscal year. This section is intended to comply with the minimum gain chargeback requirements of Reg. Sec. 1.704-2(i).

C. A Member who unexpectedly receives an adjustment, allocation or distribution described in (4), (5) or (6) of Reg. Sec. 1.704-1(b)(2)(ii)(d) will be allocated items of income and gain in an amount and manner sufficient to eliminate such deficit balance as quickly as possible. An allocation shall be made pursuant to this Section, if and to the extent a Member would have a deficit in his adjusted Capital Account after all other allocations provided for in this Section 8.3 were made as if this paragraph were not in the agreement.

D. Nonrecourse deductions shall be allocated among the Members in the same proportion in which they share the Cash Flow of the Company.

E. Any nonrecourse deduction shall be allocated to any Member who bears the economic risk of loss with respect to the Member nonrecourse liability to which such deduction is attributable.

SECTION 8.4. Any Company gain or loss realized with respect to property, other than money, contributed to the Company by a Member shall be shared among the Members pursuant to Code section 704(c) and regulations to be promulgated thereunder so as to take account of the difference between the Company basis and the fair market value of the property at the time of the contribution ("built-in gain or loss"). Such built-in gain or loss shall be allocated to the contributing Member upon the disposition of the property.

ARTICLE IX.

Admission and Withdrawal of a Member

SECTION 9.1. A Member may transfer his interest in the Company to another person or entity only with the prior unanimous consent of the other Members either in writing or at a meeting called for such purpose. If all of the other Members do not approve of the transfer, the transferee shall have no right to participate in the management of the business and affairs of the Company or to become a Member. The transferee shall be entitled to receive the share of profits, losses and Cash Flow or other compensation by way of income and the return of contributions to which the transferor otherwise would be entitled.

SECTION 9.2. The Members agree to sign such additional documents as may be required in order to admit additional Members to the Company, pursuant to section 9.1 as well

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as, among other things, to provide for the division of profits, losses and Cash Flow among the Members.

SECTION 9.3. All costs and expenses incurred by the Company in connection with the assignment of a Member's interest, including any filing fees and publishing costs and the fees and disbursements of counsel, shall be paid by the assigning Member.

SECTION 9.4. Each person who becomes a Member in the Company, by becoming a Member, shall and does hereby ratify and agree to be bound by the terms and conditions of this Agreement.

SECTION 9.5. If a Member dies or is adjusted incompetent by a court of competent jurisdiction, then such Member's personal representative may exercise all of the Member's rights for purpose of settling the Member's estate or administering the Member's property.

ARTICLE X.

Termination or Dissolution of Company

SECTION 10.1. The Company shall be terminated prior to the date of expiration of the term as provided in Section 2.4 if (a) the Members consent that the Company should be terminated and dissolved, or (b) the Company is dissolved pursuant to this Agreement.

SECTION 10.2. The Company shall be terminated in the event any Member (i) withdraws, resigns or is expelled from the Company; (ii) makes an assignment for the benefit of creditors, is the subject of an order for relief under Title 11 of the United States Code, files a petition or answer seeking for himself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law or regulation, files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against him in any proceeding of this nature, seeks, consents to, or acquiesces in the appointment of a trustee, receiver or liquidator for of all or any substantial part of his properties; (iii) dies; or (iv) a judgment is entered by a court of competent jurisdiction adjudicating him incompetent to manage his person or his property.

SECTION 10.3. If the Company is dissolved, then all the remaining Members may elect by affirmative vote or written consent to reconstitute and continue the Company as a successor Company upon the same conditions as are set forth in this Agreement, provided that such vote occurs prior to the filing of certificate of cancellation of the Company in the office of the Secretary of State. Any such election to continue the Company will not result in the creation of a new Company among the remaining Members, nor will such election require the amendment of this Agreement or the execution of an amended Agreement.

SECTION 10.4. Upon the termination and dissolution of the Company, the then Manager, or Managers, if any, or, if there is no Manager, any person elected to perform such liquidation by the written consent of the owners of a majority in interest of the Members, shall proceed to the liquidation of the Company. The proceeds of such liquidation shall be applied and distributed as follows:

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A. If any assets of the Company are to be distributed in kind, such assets shall be distributed on the basis of the fair market value thereof, and any Member entitled to any interest in such assets shall receive such interest therein as a tenant-in-common with all other Members so entitled. The fair market value of such assets shall be determined by an independent appraiser to be selected by the Company's independent public accountants. The amount by which the fair market value of any property to be distributed in kind to the Members exceeds or is less than the basis of such property, shall, to the extent not otherwise recognized by the Company, be taken into account in computing Net Profits or Net Losses (and shall be allocated among the Members in accordance with Section 8.2) for purposes of crediting or charging the Capital Accounts of, and liquidating distributions to, the Members under Section 10.4.B.

B. All distributions upon liquidation of the Company shall be distributed as follows: first to creditors, including Members and Managers who are creditors, to the extent otherwise permitted by law; then to each of the Members, in proportion to the amounts of their respective positive Capital Accounts, as such accounts have been adjusted (i) in accordance with Section 6.5 to reflect the Net Profit or Net Loss realized or incurred upon the sale of the Company's property or assets and any deemed sale pursuant to Section 10.4.A; (ii) in accordance with Section 8.2 to reflect all Net Profits or Net Losses with respect to the year of liquidation. No Member shall be liable to repay the negative amount of his Capital Account.

SECTION 10.5. Each of the Members shall be furnished with a statement, reviewed by the Company's independent public accountants, which shall set forth the assets and liabilities of the Company as of the date of the Company's liquidation. Upon completion of the liquidation, the Managers shall execute and cause to be filed a Certificate of Dissolution of the Company and any and all other documents necessary with respect to termination of the Company.

ARTICLE XI.

Books and Reports

SECTION 11.1. The Managers shall cause the Company to maintain the following records:

A. Complete and accurate books of account, in which shall be entered, fully and accurately, each and every transaction of the Company, shall be kept by the Managers at the principal office of the Company. The fiscal year of the Company shall be the calendar year. The books of account of the Company shall be kept in accordance with sound accounting practices and principles applied in a consistent manner by the Company; provided, however, that all methods of accounting and treating particular transactions shall be in accordance with the methods of accounting employed for Federal income tax purposes. All determinations by the Managers with respect to the treatment of any item or its allocation for Federal, state or local tax purposes shall be binding upon all the Members unless the determination is inconsistent with any express provision of this Agreement.

B. A current list of the full name and last known business, residence or mailing address of each Member and Manager set forth in alphabetical order together with the contribution and share in profits and losses of each Member; a copy of the Certificate of Formation of the Company and any amendments thereto; a copy of this Agreement and any

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amendments thereto; a copy of the Company's federal, state and local income tax returns for the three most recent fiscal years.

C. Following written demand, any Member shall have the right from time to time at his expense to have his accountants and representatives examine and/or audit the books and records of the Company and the information referred to in this Section, and the Managers will make such books and records and information available for such examinations and/or audits.

SECTION 11.2. No value shall be placed for any purpose upon the Company name or the right to its use, or upon the goodwill of the Company or its business. Upon termination or dissolution of the Company (without reconstitution thereof) as provided in this Agreement, neither the Company name nor the right to its use, nor the goodwill of the Company, shall be considered as an asset of the Company.

SECTION 11.3. The Managers will cause to be sent to the Members within a reasonable period after the close of each year the following: (a) annual statements of the Company's gross receipts and operating expenses, and the capital accounts of each Member, prepared by the Company's independent public accountants, to be transmitted to each Member; and (b) a report to be transmitted to each Member indicating the Member's share of the Company's profit or loss for that year and the Member's allocable share of all items of income, gain, loss, deduction, and credit, for Federal income tax purposes.

ARTICLE XII.

Tax Elections

SECTION 12.1. In the event of a transfer of a Member's interest, or upon the death of a Member, or in the event of the distribution of Company property to any party hereto, the Company may (but need not necessarily) file an election, in accordance with Section 754 of the Code to cause the basis of the Company property to be adjusted for Federal income tax purposes, as provided by Sections 734 and 743 of the Code.

ARTICLE XIII.

Miscellaneous

SECTION 13.1. Any notice or other communication under this Agreement shall be in writing and shall be considered given when mailed by registered or certified mail, return receipt requested, to the parties at the following addresses (or at such other address as a party shall have previously specified by notice to the others as the address to which notice shall be given to him):

A. If to the Company, to it in care of the Managers at the address of the Company.

B. If to the Managers, to them at the address of the Company.

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C. If to any Member, to him at his address set forth on the books and records of the Company.

SECTION 13.2. This Agreement contains a complete statement of all of the arrangements among the parties with respect to the Company and cannot be changed or terminated orally or in any manner other than by a written agreement executed by all of the Members. There are no representations, agreements, arrangements or understandings, oral or written, between or among the parties relating to the subject matter of this Agreement which are not fully expressed in this Agreement.

SECTION 13.3. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.

SECTION 13.4. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations of the jurisdiction in which the Company does business. If any provision of this Agreement, or the application thereof to any person or circumstance, shall for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected, but rather shall be enforced to the extent permitted by law. Any action to enforce this Agreement may be brought in the Court of Chancery.

SECTION 13.5. Anything hereinbefore in this Agreement to the contrary notwithstanding, all references to the property of the Company are deemed to include the profits, losses and Cash Flow of the property.

SECTION 13.6. Irrespective of the place of execution or performance, this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware applicable to agreements made and to be performed in the State of Delaware.

SECTION 13.7. The captions, headings and table of contents in this Agreement are solely for convenience of reference and shall not affect its interpretation.

SECTION 13.8. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall be deemed to constitute a single document.

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SECTION 13.9. Whenever the context so requires, the male gender when used herein shall be deemed to include the female gender, the female gender shall be deemed to include the male gender, the singular shall be deemed to include the plural and the plural shall be deemed to include the singular.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first above written.

Name: Lloyd Grovemon

Member:

Name: Dr Mitchell Chorost

Member:

Name: Barry Fein

Member:

New York State Department of Health
Medical Marijuana Program
Application for Registration as a Registered Organization

Question 76 - Has construction, lease, rental, or purchase of the dispensing facilities been completed?

Answer no.

Nepenthea has secured a Commercial Surety General Indemnity Agreement from Philadelphia Insurance Companies in the face amount of $2,000,000 in the absence of executed leases for dispensing facilities at the time of our application.

The Company has raised $7,600,000 from its members in Initial Capital Contributions, to be used in furtherance of securing leases for dispensing locations, prior to the submission of its application. Nepenthea's members are well positioned and financially capable of making Member Loans to the company in accordance with its Operating Agreement provisions.

The Company has secured a Letter of Intent to secure a lease in Hopewell Junction, NY for a 5,000 square foot dispensary with Amalgamated Realty, LLC. Hopewell Junction is in Dutchess County.

The Company is in preliminary discussions with a real estate company in Mt. Vernon, NY. This location is in Westchester County.

The Company is in advanced discussions with a real estate company for a 5,000 sq. ft facility in Patchogue, NY. This location is in Suffolk County.

The Company is in preliminary discussions with a real estate company for a dispensary location in Brooklyn, NY. (Kings County)

The Company anticipates securing its dispensary locations during the month of June 2015.

From: Charles Todaro
To: doh.sm.medical.marijuana.program
Subject: Registered Organization Address Change and Updated Information
Date: Thursday, July 09, 2015 11:06:38 AM
Attachments: 555 North Research Drive.pdf
2013-06-30 Brooklyn Issued for Review.pdf
2015-06-30 Isssued for Review Coram.pdf
2015-06-30 Issued for Review Hopewell.pdf
2015-06-30 Issued For Review Mount Vernon.pdf
2015-07-06 DOH Brooklyn.pdf
2015-07-06 DOH Coram.pdf
2015-07-06 DOH HOPEWELL JUNCTION.pdf
2015-07-06 DOH MOUNT VERNON.pdf

New York State Department of Health Medical Marijuana Program,

Nepenthea LLC has an updated business address for Proposed Dispensing Facility #4 listed on Section G of our application.

This new address is.....

Nepenthea
2201 Rte. 112
Coram, NY 11727

The company also has changes in facts and circumstances stated in the application in regards to its proposed dispensing facilities and is electronically submitting (4) Appendix B's to update and related drawings.
The Company is also sending one hard copy of each via Express Mail which we believe to be necessary due to the nature of the drawings.

Thank you and regards,

Charles A. Todaro
Chief Executive Officer
Nepenthea LLC

COMBINED RESOURCES, CONSULTING and DESIGN, INC
30 NEW BRIDGE ROAD, EAST MEADOW, NEW YORK 11554
516-644-2828 **SF@CRCD.INFO**

July 8, 2015

To: **NEPENTHEA, LLC**
33 Quail Road Rocky Point, NY
Attention: Mr. Christopher Etts
Via email

Re: **Growing Facility @**
555 North Research Drive
Central Islip, NY 11722

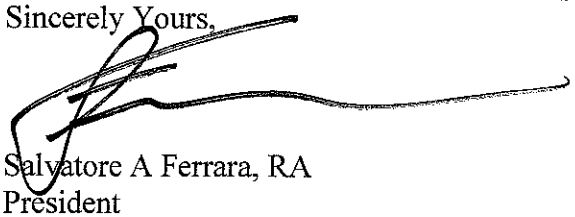
Subject: Zoning and Planning Approvals

Dear Mr. Etts,

We have discussed with representatives of the Town of Islip, questioning whether the proposed use (marijuana growing facility) would be permitted at the above location. We reviewed the attached documents provided by the Town of Islip and have ascertained that the building is in the Central Islip Planned Development District- Research and Industrial sub district, which is one of the designated zones that this use would be permitted in. Therefore, no Zoning Board approval is required.

Further, because the building is an existing facility with a Certificate of Occupancy for storage and manufacturing with compliant parking no other planning approvals would be required for placement of this use in the building. It is understood that no site modifications are anticipated as part of this application.

Should you have any questions or concerns please do not hesitate to call.
Sincerely Yours,



Salvatore A Ferrara, RA
President

Combined Resources Consulting and Design, Inc.

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:	Nepenthea, LLC
Facility Type:	Manufacturing Facility ☐ Dispensing Facility ☑
Use and Occupancy Classification:	Retail, and professional office
Building Construction Type and Classification:	5a, Sprinklered
Facility Address:	8501 Utrecht Ave, Brooklyn, NY 11214
Primary Contact Telephone number:	Chris Etts 1 516 903 8562
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 roof top Efficiency High,
Ventilation Requirements as per NYS energy code

☑ Cooling System: Type ELEC, Size 15 ton Efficiency High,
Ventilation Requirements _____

☑ Ventilation & Humidification Systems:
Type ELEC., Size 15 ton, Efficiency HIGH,
Ventilation Requirements _____

☑ Electrical Distribution Available Ex. 400A

☑ Water Supply: Municipal Water Service M or Private Well Water _____

☑ Sewage: Municipal Sewer System M or Private Septic System _____

☐ Emergency Power System:
Type Batt, Size in fixtures Efficiency high,

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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

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

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
2	Combustible Storage	413		All combustible storage areas and rooms, as per applicable Building and Fire Codes. Identify all combustible stored materials, area and room dimensions, all required fire separations, and exit requirements.	NR	NR
3	Hazardous Materials	414		All hazardous materials stored or used as per applicable Building and Fire Codes. Identify all combustible stored materials, area and room dimensions, all required fire separations, and exit requirements.	NR	NR
4	Hazardous Materials Control Areas	414.2		Provide additional information indicating number, size, materials stored, and quantity of each material.		
5	Building Area & Height	501-507		Provide the building area & height Provide all calculations and cite applicable code sections for increased Building Area & Heights allowed per building code(s).	3 STORY 14,000SF	2 STORY 4,740SF PER PLOOR 3,745 FOR DISPENSORY
6	Incidental Use Areas	508.2		Identify all Incidental Use Areas and required fire separation of occupancies on Building Plans.	Boiler Room IN LOWER LEVEL	Boiler Room 1HR Separation required

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No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
7	Mixed Occupancies	508.3		Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	M/B	M/B
8	Nonseparated Uses	508.3.2		Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	M/B	M/B
9	Separated Uses (Ratio < 1)	508.3.3		Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	NR	NR
10	Construction Classification	602		Provide Construction Classification per each building included in Application.	5A	5A
11	Fire Resistance Rating Reqm't for Building Elements	Table 601		Provide Fire Resistance Rating per each building element as per Table 601. Identify rating & elements on Building Plans.	1 HOUR (1)	1 HOUR (1)

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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		Identify required fire resistance rating of exterior walls on Building Plan(s).	1 HR	1HR
13	Exterior Fire Separation Distance	Table 602		Identify required fire separation distance of exterior walls between Buildings on Plan.	NA	NA
14	Fire Walls	705		Provide code information and identify all applicable required Fire Wall(s) and fire resistance requirement on Building Plans.	NA	NA
15	Fire Barriers	706		Provide code information and identify all applicable required Fire Barrier(s) and fire resistance requirement on Building Plans.	NA	NA
16	Shaft Enclosures	707		Provide code information and identify all applicable required Shaft Wall(s) and fire resistance requirement on Building Plans.	NA	NA
17	Fire Partitions	708		Provide code information and identify all applicable required Fire Partition(s) and fire resistance requirement on Building Plans.	NR	NR

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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		Provide code information and identify all applicable required Horizontal Assemblies and fire resistance requirement on Building Plans.	NR	NR
19	Fire Protection: Sprinkler System	903		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.	Full Sprinkler system	Full Sprinkler System
20	Alt. Fire Extinguishing System	904		Provide code information of all applicable requirements for Alternative Automatic Fire-Extinguishing Systems with code section(s) cited.	NA	NA
21	Standpipe System	905		Provide code information of all applicable requirements for Standpipe Systems with code section(s) cited.	NA	NA
22	Fire Alarm & Detection Systems	907		Provide code information of all applicable requirements for Fire Alarm System(s) with code section cited. Indicate Type of Fire Alarm System ☑ Addressable ☐ Hardwired (zoned)	Full FA System	Full FA System class E system as per NYC

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No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
23	Emergency Alarm System	908		Provide code information of all applicable requirements for Emergency Alarm Systems with code section cited.	Full FA System	Full FA System
24	Fire Department Connections	912		Identify Fire Department connections in accordance with NFPA applicable standard.	Required	Provided
25	Exits	1001.1 &2		Identify on the Building Plans and documents, per each door, the following information: door width, door height, direction of swing, type of construction, hourly rating, and door closures.	min. 3' doors required	Min. 3' doors provided
26	Occupant Load	1004 & Table 1004.1.1		Identify the use/name of each room, dimensions of each room, and Occupant Loads per each room on the Building Plans.	MERCANTILE 60 GROSS	MERCANTILE 60 GROSS
27	Egress Width	1005		Provide egress widths & cite applicable code section(s) and requirement(s) on the Building Plans	Min. 3'-0"	2: 3'-0" Provided
28	Accessible Means of Egress	1007.1		Provide accessible means of egress as per Section 1007 & cite applicable code section(s) and requirement(s) on the Building Plans.	Required	Complies

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
29	Doors, Gates, and Turnstiles	1008		Means of egress doors shall meet the requirements of this section.	3'	3'
30	Interior Stairs	1009		Identify the following information for each stairway on the Building Plan(s): the width of stairways; the height, width, depth and number of risers and treads; dimensions of landings; stairway construction type; and handrail height.	NA	NA
31	Ramps	1010.1		Identify the following information of each ramp, on the Building Plan(s): width; total vertical rise; length of ramp; and handrail height.	NA	NA
32	Common Path of Travel	1014.3		Identify on the Building Plan(s): the length of the "Common Path of Travel" per each room as per applicable building code requirements.	100'	<100'
33	Exit Doorway Arrangement	1015		Identify on the Building Plan(s): applicable building code requirements for all Exits and Exit Access Doorways per each room and required exits in all buildings.	Required	Complies
34	Corridor Fire Rating	1017.1		Identify, on the Building Plan(s): all corridors with required fire resistance and the applicable fire rating.	NR (0)	1 HR AT STAIRS AND EXITS FOM OTHER FL

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
35	Corridor Width	1017.2		Identify on the Building Plan(s): the width of all corridors. Provide applicable code section(s) and requirement(s).	44"	60"
36	Dead End Corridor	1017.3		Corridors shall not exceed the maximum dead end corridor length as per applicable code.	50'	50'
37	Number of Exits and Continuity	1019		Identify on the Building Plan(s): required number of exits, continuity and arrangement as per the applicable code requirements.	2 Required	2 Provided
38	Vertical Exit Enclosures	1020		Identify on the Building Plan(s): all applicable code requirements for each Vertical Exit Enclosure.	NA	NA
39	Exit Passageways	1021		Identify on the Building Plan(s): all applicable code requirements for each Exit Passageway.	NR	NR
40	Horizontal Exits	1022		Identify on the Building Plan(s): all applicable code requirements for each Horizontal Exit.	NR	NR

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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		Identify on the Building Plan(s): all applicable code requirements for each exterior exit ramps and stairways.	NA	NA
42	Exit Discharge	1024		Identify on the Building Plan(s): all applicable code requirements for each Exit Discharge.	1 person per 60 sf	1 person per 60 sf
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.	required	Complies
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).	Compliance to extent possible	NYS energy code compliance
45	Emergency & Standby Power	2702.1		Identify emergency & Standby Power locations and specifications of the system to be provided.	Required	Emergency Battery Packs Provided exit signs and lights
46	Smoke Control Systems	2702.2.2		Identify the Standby power for smoke control systems in accordance with Section 909.11 of NYS Building Code.	NR	NR

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No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
47	Plumbing Fixture Count	2902.1		Identify on the Building Plan(s): the minimum plumbing facilities as per applicable plumbing code(s).	Mercantile 1 df, 1 wc, 1 lav 1 jc	1 df, 1 wc, 1 lav, 1jc jc in lower level
48	Available Street Water Pressure			Provide the available street or well water pressure.	65	65
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.	Required	Complies

Coordinates: 40°36'12"N 74°0'7"W

Bensonhurst, Brooklyn

From Wikipedia, the free encyclopedia

Bensonhurst is a large, multi-ethnic amorphous area consisting of several neighborhoods, in the southwestern part of the New York City borough of Brooklyn, in the United States. It is surrounded by Dyker Heights, Borough Park, Flatbush, Midwood, and Gravesend to the northwest, north, northeast, east, and southeast, respectively. It is well known as a Little Italy of Brooklyn due to its large Italian-American population. Bensonhurst is also home to Brooklyn's second Chinatown.[1][2][3][4][5][6]

86th Street

Bensonhurst derives its name from Arthur W. Benson, the former president of Brooklyn Gas, who in 1835 began buying farmland that formerly belonged to the Polhemus family. Between 1835 and 1850 Benson divided the farmland into generous lots that were sold in the following decades as part of the newly created suburb of Bensonhurst by the Sea (current day Bath Beach section),[7] which was annexed into the 30th Ward of Brooklyn in the 1890s.

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Demographics

Bensonhurst has a population of over 151,000 inhabitants as of the 2010 United States Census.[8]

Early 1900s

In the early 20th century, many Italians and Jews moved into the neighborhood, and prior to World War II the neighborhood was about equally Jewish and Italian. In the 1950s, under pressure of an influx of immigrants from southern Italy and with new housing being built in the suburbs, the Jewish population began to decline and eventually, after several decades, most of the Jewish population left the neighborhood, leaving the area predominantly Italian.

With a large Italian-American population, Bensonhurst is usually considered the main "Little Italy" of Brooklyn. The Italian-speaking community remains over 20,000 strong, according to the census of 2000. But, the Italian-speaking community is becoming "increasingly elderly and isolated, with the small, tight-knit enclave in the city slowly disappearing as they give way to demographic changes." [9] Its main thoroughfare, 18th Avenue (also known as Cristoforo Colombo Boulevard) between roughly 60th Street and Shore Parkway, is lined with predominantly small, Italian family-owned businesses—many of which have remained in the same family for several generations. 86th Street is another popular local thoroughfare, lined by the arches of the BMT West End Line.

1990s–present

Around 1989, an influx of immigrants from China and the former USSR began to arrive, mainly from Southern China, Russia, Ukraine and Armenia. In the 1990s Bensonhurst rapidly grew in cultural diversity. Bensonhurst is home to many ethnic Albanian, Turkish, Uzbek, Arab, Palestinian, Egyptian, Lebanese, Pakistani, Mexican, Guatemalan, Ecuadorian, and Puerto Rican Americans.

Bensonhurst's Asian population has been growing rapidly since the late 1990s. In 2013 Mayor Michael Bloomberg announced that the city's foreign born hit a new high with Bensonhurst having the second most in foreign born in the city with 77,700 foreign born immigrants in the neighborhood just after Washington Heights.

Enclaves

Little Italy

Bensonhurst was formerly stereotyped as a haven for Mafia members. However, currently the neighborhood is undergoing a transformation; many of the original houses dating back over 90 years ago are being torn down and replaced by three-story brick apartment buildings and multi-family condominiums, sometimes referred to as "Fedders Houses" for their distinctive air conditioner sleeves.

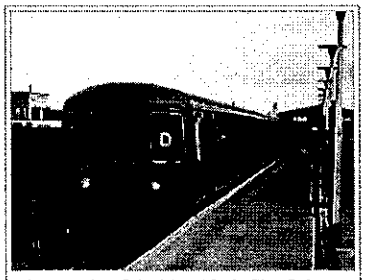
Visitors from throughout the New York City metropolitan area flock to the neighborhood each year in late August or early September to take part in the colorful Festa di Santa Rosalia (commonly known as "the Feast" to locals), held on 18th Avenue from Bay Ridge Parkway (75th Street) to 66th Street. "The Feast" is presented by Bensonhurst resident and skilled marketer Franco Corrado, as well as by the Santa Rosalia Society, on 18th Avenue. Born in Rome in 1955, Corrado has been an active social member of the Italian-American community for the past 20 years. St. Rosalia is the patron saint of the city of Palermo and is sometimes venerated as the patron for the entire island of Sicily. The annual end-of-summer celebration attracts thousands. Bensonhurst also hosts a Columbus Day parade.

18th Avenue and Bay Ridge Parkway

Demonstrating a trend identical to in Lower Manhattan's Little Italy, Bensonhurst's Little Italy is declining concomitantly with its Italian American population, being uprooted by the rapidly expanding Bensonhurst Chinatown and its attendant Chinese population.[10]

Chinatown

Below the West End Line, served by the D train along on 86th Street between 18th Avenue and Coney Island – Stillwell Avenue,[11] now emerging another Brooklyn Chinatown (布鲁克林華埠).[12] However, as of the 2010s it is still currently mixed in with different ethnic businesses and people, especially with many Italians and Russians still in the Bensonhurst neighborhood resembling more of Manhattan's Chinatown of the 1970s-80s when it was in expansion mode, but still mixed in with other ethnic enclaves.[13]



The D train of the New York City Subway system connects Brooklyn's Bensonhurst Chinatown (唐人街, 本森社区) to Manhattan's Chinatown (紐約華埠).

Within recent years, most new businesses opening within this portion of Bensonhurst's 86th Street, especially between 20th Avenue and 25th Avenue, have been Chinese. The D train is directly connected from the Grand Street station in Manhattan's Chinatown (紐約華埠) to this rapidly growing Chinese enclave between 18th Avenue and 25th Avenue, and it is becoming a third extension of Manhattan's Chinatown. It is also in some way becoming a second extension of Brooklyn's 8th Avenue Chinatown since the D trains are transferrable to the N train to travel to Brooklyn's 8th Avenue Chinatown.[14][15]

On 86th Street, Bensonhurst is home to growing Chinese restaurants including the 86 Wong Chinese Restaurant, which is one of the earliest Chinese restaurants and businesses to be established on this street.[16] Chinese grocery stores, salons, bakeries, and other types of Chinese businesses are also expanding swiftly on this street.

With the large migration of the Cantonese as well as some Fuzhou people in Brooklyn now to Bensonhurst, and along with new Chinese immigration, other small Chinatowns have also started to emerge in other parts of Bensonhurst like 18th Avenue and Bay Parkway, but integrated with other ethnic groups and businesses. The N train stations are also located in these sections as well.[1][2][3][4][5][6]

As a result, Bensonhurst now has several small emerging Chinatowns, but they are more scattered and mixed in with other ethnic enclaves in contrast to the Homecrest/Sheepshead Bay section of Brooklyn where there is only one small emerging Chinese enclave on Avenue U. This means Bensonhurst has much higher proportion of Chinese than the Homecrest/Sheepshead Bay area.

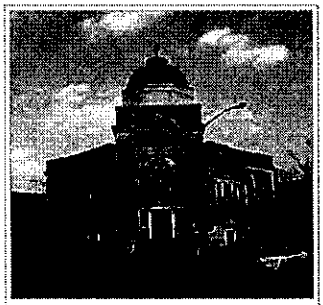
The newly emerging Chinese enclaves in sections of Bensonhurst and another one in Homecrest/Sheepshead Bay are primarily Cantonese populated and are more of extensions of the Western Cantonese section of Manhattan's Chinatown or Little Hong Kong(小香港)/Little Guangdong(小廣東) or Cantonese Town (廣東埠). However, there are small numbers of Fuzhou and Mandarin speakers.[17][18][19]

According to the Daily News, Brooklyn's Asian population, mainly Chinese, has grown tremendously not only in the Sunset Park area, but also in Bensonhurst, Dyker Heights, and Borough Park. In Bensonhurst alone, from 2000 to 2010, the Asian population increased by 57%. The study also shows that Asians very often live in houses that are divided into studio apartments, which means there is a possibility that the increased Asian population could be more than what the census represents and causing stressors on the growing Asian population in Brooklyn.[20]

Chinese translation terms Bensonhurst as 本森社区.

Geography

Sometimes erroneously thought to include all or parts of such neighborhoods as Bath Beach, Mapleton, Dyker Heights, Gravesend, and Borough Park. Bensonhurst has a variety of possible boundaries. Neighboring areas that border it are Gravesend to the southeast, Midwood to the east, Borough Park to the north, Dyker Heights to the west, and Bath Beach to the southwest. A possible clearly defined boundary is as follows: Starting at the neighborhood's southern tip at the corner of Stillwell Avenue and 86th Street, the border runs north along Stillwell Avenue to Avenue P, east to McDonald Avenue, north to 60th Street, northwest to Fort Hamilton Parkway, southwest to Bay Ridge Avenue (69th Street), southeast to 14th Avenue, south to 86th Street, and southeast back to Stillwell Avenue.



Sons of Israel Synagogue

Bensonhurst is patrolled by the NYPD's 62nd Precinct.[21] McDonald Avenue from Avenue I to Kings Highway is sometimes considered the eastern boundary.

The area's local post office is the U.S. Post Office-Parkville Station located at 6618 20th Ave., was listed on the National Register of Historic Places in 1988.[22]

Public transportation

The D train, which runs on the BMT West End Line above 86th Street, provides a direct connection to Grand Street in Manhattan[14] while the N train, which runs on the BMT Sea Beach Line near 63rd Street, provides a direct connection to Canal Street. This provides convenient commutes into Manhattan's Chinatown for the growing Bensonhurst Chinese population.[15] The Sea Beach Line has a station at Eighth Avenue in Brooklyn's Sunset Park Chinatown and a transfer to the West End Line is available at New Utrecht Avenue / 62nd Street. The IND Culver Line along McDonald Avenue, carrying the F train, also runs through the most northeastern end of Bensonhurst between the Bay Parkway and Kings Highway stations.

Subway stations in the neighborhood include New Utrecht Avenue / 62nd Street, 71st Street, 79th Street, 18th Avenue, 18th Avenue, 20th Avenue, 20th Avenue, Bay Parkway, Bay Parkway, 25th Avenue, Avenue N and Avenue P.

The B1, B3, B4, B6, B8, B9, B64, and B82 bus lines operate through Bensonhurst.

Notable landmarks

- Milestone Park is a significant park in the Bensonhurst area. It contains a replica of the oldest sandstone mile marker in New York City (the original is housed at the Brooklyn Historical Society).[23]
- Magen David Synagogue
- The Historical New Utrecht Church (serving the community since 1677) is the fourth oldest Reformed Church in America.
- Lenny's Pizza (http://lennys86.com/) (made famous by John Travolta in the opening sequence of *Saturday Night Fever*) is still operating.[24]

Education

The New York City Department of Education serves Bensonhurst.[25]

Zoned schools include:

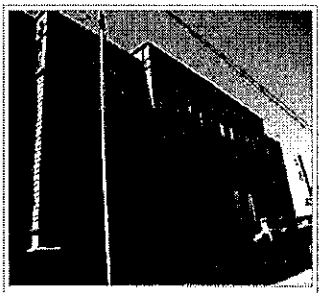
- P.S. 48 The Mapleton School (http://schools.nycenet.edu/region7/ps48/default.htm)
- P.S. 186 Dr. Irving A Gladstone School (http://www.ps186.com/)
- P.S. 101 The Verrazano School (http://www.ps101verrazano.com/)
- P.s 204 The Vince Lombardi School.P.S. 205 The Clarion School (http://schools.nyc.gov/SchoolPortals/20/K205/default.htm)
- P.S. 128 Bensonhurst School (http://schools.nyc.gov/SchoolPortals/21/K128/default.htm)
- P.S. 247 The College Partnership Elementary School (http://www.ps247.org/)
- I.S. 96 Seth Low (http://schools.nyc.gov/SchoolPortals/21/K096/default.htm)
- I.S. 281 Joseph B. Cavallaro (http://schools.nyc.gov/SchoolPortals/21/K281/default.htm)
- I.S. 227 Edward B. Shallow

High schools include:

- John Dewey High School
- New Utrecht High School
- Franklin Delano Roosevelt High School
- Lafayette High School

Colleges and Universities

- Bramson ORT College (http://www.BramsonORT.edu/)



Brooklyn Studio Secondary School

In popular culture

Bensonhurst has long been portrayed in film, art and literature; Thomas Wolfe mentions it in the 1930s in his short story, "Only The Dead Know Brooklyn", noted for being written entirely in "brooklynese". Later in the 1950s it was brought to fame by the television series *The Honeymooners,* and in the 1970s with *Welcome Back Kotter*, featuring a mixed-race cast, that was set in Bensonhurst. Several notable films and television programs were set there, some whose subject matter reflected the tension of the times. Of note are the Spike Lee film *Jungle Fever* and the cult classic movie *The Warriors,* about rival gangs. More recently *The Bensonhurst Spelling Bee* by Funny or Die with Kelly Ripa, featured a spelling-bee parody, making fun of stereotypical Italians. *JoAnn from Bensonhurst,* premiering in 2011, was based on her larger-than-life personality.

- *The Honeymooners* is set in Bensonhurst.
- 1972 song *Bensonhurst Blues*, made famous after Oscar Benton released his version of the song.
- In a 1992 episode of *Saturday Night Live*, Joe Pesci, Julia Sweeney, Adam Sandler, Dana Carvey, and Chris Rock appeared in a sketch called "Bensonhurst Dating Game," which depicted Italian-American men eager to commit racial violence based on their views of interracial romance.
- *Batman* villain Harley Quinn has been established as being from Bensonhurst, going home to visit her family for Christmas in *Gotham City Sirens* #7.
- Several characters from the soap opera *General Hospital*, most notably Sonny Corinthos, grew up in Bensonhurst.
- Film *The French Connection,* famous for its car and subway chase scene featuring Gene Hackman, took place along 86th Street.
- *Brooklyn 11223,* an American reality-TV series about a divided group of friends, has also been filmed in parts of Bensonhurst.
- *Mob Wives* (of New York) has filmed in Bensonhurst at the local boxing joint, Evolution Boxing, where Drita D'Avano is trained by Anthony Pezzolanti.
- *Spike of Bensonhurst* by director Paul Morrissey, was filmed around Bensonhurst and won a Spirit Award.
- *Spike of Bensonhurst*, starring Sasha Mitchell was set in the neighborhood.
- The opening scene of *Saturday Night Fever* features John Travolta walking down 86th Street and grabbing slices to eat at Lenny's Pizza, which still operates today.
- The 79th Street Station was popularized in opening credits of *Welcome Back, Kotter.*

Notable people

Notable current and former residents of Bensonhurst include:

- Steve Augeri (born 1959), musician.[26]
- Rich Aurilia, baseball player San Francisco Giants
- Scott Baio, actor
- Abe Burrows, playwright, writer of *Guys and Dolls* and *Can-Can*
- Kerry Butler, actress
- Victor Calderone, club music dj and producer
- Vincent D'Onofrio, actor *Law & Order: Criminal Intent*
- Vic Damone, singer
- Millie Deegan (1919–2002), professional baseball player in the All-American Girls Professional Baseball League.[27]
- Perry Farrell (born 1959), musician. Jane's Addiction.
- Lou Ferrigno, actor born in Bensonhurst in 1951 and famously known as *The Incredible Hulk*
- Joey Fatone, singer (member of boy band 'N Sync)
- Jerry Ferrara, actor *Entourage*
- Daniel Franzese, actor (film *Mean Girls*)
- Harvey Fierstein, actor, playwright and screenwriter
- Marshall Flaum (1925–2010), documentary filmmaker.[28]
- John Franco, former New York Mets baseball player
- Jacque Fresco, founder and director of The Venus Project
- Daniel Glass, music producer
- Gary David Goldberg, television producer
- Elliott Gould, actor
- Philip Habib, diplomat
- Buddy Hackett, comedian
- Kenny Hickey, Johnny Kelly, and Peter Steele (rock band Type O negative)
- Curly Howard, of the *Three Stooges*
- Moe Howard, of the *Three Stooges*
- Shemp Howard, of the *Three Stooges*
- Richard Jeni, comedian
- Skeery Jones (Radio Producer) for Z100 NY Elvis Duran and the Morning Show)
- Gabe Kaplan, actor, comedian, and professional poker player
- Larry King, talk show host
- Artie Kornfeld, Songwriter, Music Producer, Creator of Woodstock Music & Arts Festival 1969
- Sandy Koufax, baseball player, Los Angeles Dodgers
- Herbie Kronowitz, boxer
- Adam Lazzara, lead singer of local band "Taking Back Sunday"
- Paul Lo Duca, baseball player
- Paul Malignaggi (born 1980), professional boxer
- Tony Mamaluke, former ECW star
- Robert Merrill, operatic baritone
- Alyssa Milano, actress
- Jerrold Nadler, Congressman based in Manhattan who grew up in Bensonhurst and represents part of the area
- Man Parrish, music producer and artist
- Rhea Perlman, actress
- Leah Remini, actress
- Carl Sagan, astronomer/teacher/author
- Robert Sapolsky, neuroendocrinologist/professor/author
- Steve Schirripa, actor in HBO's *The Sopranos*
- Tony Sirico, actor in HBO's *The Sopranos*
- Ralph Snyderman, physician, scientist, administrator
- Paul Sorvino, 1939, actor famous for his role in *Goodfellas* and father of Mira Sorvino
- Ray Suarez, news correspondent
- Anthony J. Terlato, Winemaker, Horatio Alger Award Winner, "Father of Pinot Grigio" in the U.S.
- Paul Marks, scientist

Organized crime

A number of high-profile organized crime figures hail from Bensonhurst including Anthony Casso, Paul Castellano, Mikey DiLeonardo, Anthony Gaggi, Carlo Gambino, John Gambino, Sammy "The Bull" Gravano, Gregory Scarpa and Carmine Sessa.

See also

Chinese enclaves:

- Chinatowns in the United States
- Chinatown, Manhattan (紐約華埠)
- Little Fuzhou (小福州)
- Chinatown, Brooklyn (布魯克林華埠)
- Chinatown, Flushing (法拉盛華埠)
- Chinatown, Elmhurst (唐人街, 艾姆赫斯特)
- Corona, Queens
- Chinatown, Avenue U (唐人街, U大道)

Italian enclaves:

- List of Italian American neighborhoods
- Little Italy, Manhattan
- Little Italy, Bronx

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External links

- A History of Bensonhurst (http://www.reocities.com/Heartland/Ranch/7589/neighborhoods2.htm) – A History of the Neighborhood
- New York Hoods: Photo Gallery of Bensonhurst (http://ny-hoods.com/brooklyn_bensonhurst.html)

Wikimedia Commons has media related to ***Bensonhurst, Brooklyn.***

Retrieved from "https://en.wikipedia.org/w/index.php?title=Bensonhurst,_Brooklyn&oldid=656928834"

Categories: Neighborhoods in Brooklyn | Little Italys in the United States | People from Bensonhurst, Brooklyn | Italian-American culture in New York City | Bensonhurst, Brooklyn

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NEW YORK STATE
UNIFORM FIRE PREVENTION + BUILDING CODE SUMMARY

SPRINKLERED BUILDING

1. Existing Use - Office (Group 'B')

2. Proposed Use - Office (Group 'B')

3. Building Construction Classification - Type 'IIB'.

4. Classification of Work - 'Alteration' as per NYSEBC. Chapters 5&6 are applicable.

5. There is no increase in non-compliance created by the proposed use.

6. There is no proposed increase in structural stress to the building.

7. 608 - Electrical work shall be in compliance with NEC and NSPA70 inclusive therein of all provisions of the NYS Fire Prevention Code.

8. Accessibility has been accommodated in the area of work in accordance with ICC-ANSI A117.1, unless technically infeasible.

9. The work area is less than 50 % of the flow area and the occupancy load has NOT been increased by 20 % or more. Therefore, there is no increase of plumbing fixtures required.

10. 609-The existing mechanical systems are intended to be maintained with branch duct work modifications required. Mechanical systems shall comply with K606.25 cfm (2.36L/f) per person of outdoor air, and not less than 15 cfm (7.07L/f) of ventilation air per person, or not less than the amount of ventilation air, as determined by the Indoor Air Quality Procedures ASHARAE62.

11. Elevators have been previously renovated and are not part of this work.

12. All interior finishes are Class 'A'.

13. The referenced building is not a sprinklered building.

14. Fire alarm and detection systems are provided in accordance with Section 907 of the NYS UNIFORM Fire PREVENTION AND BUILDING Code.

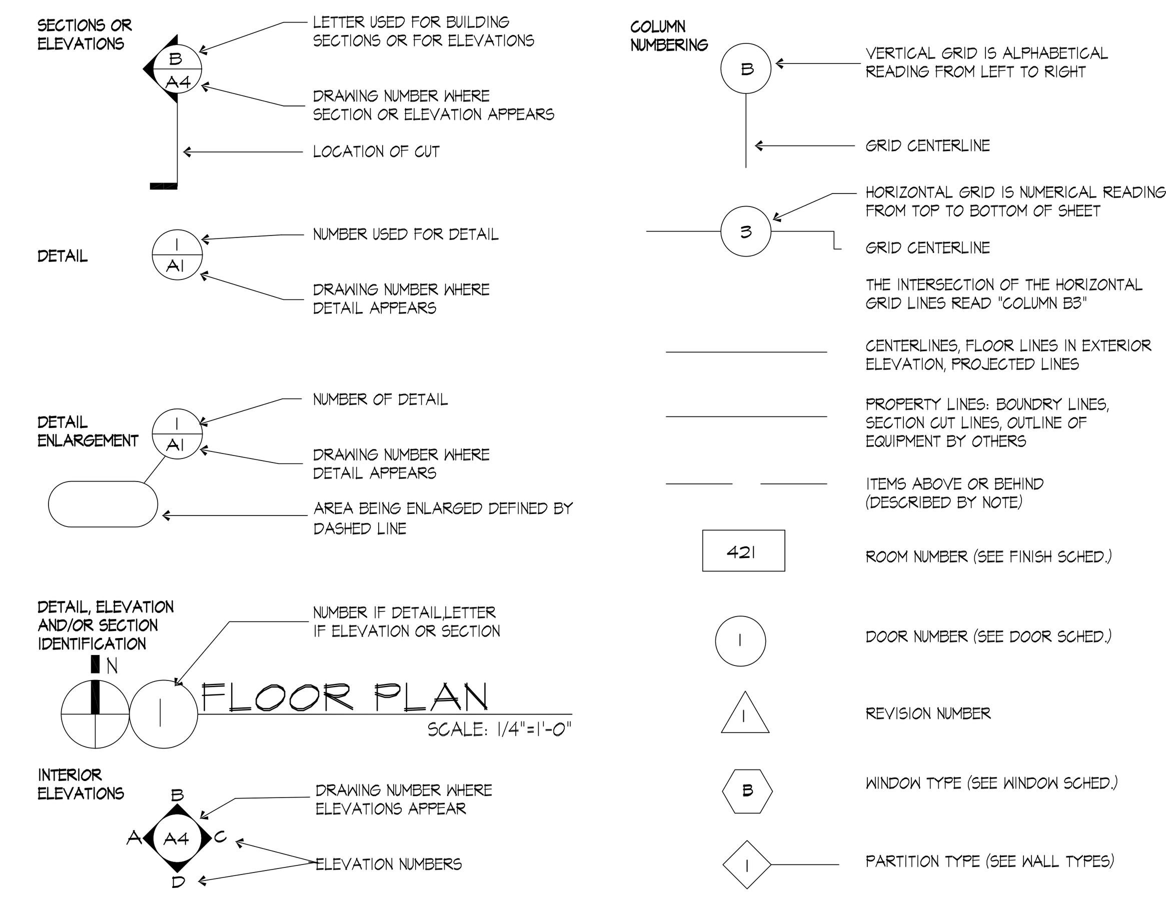
15. There is no boiler/furnace room on this floor.

16. All new work shall comply with the Building Code of New York State (2010), the Fire Code of New York State (2010), the Fuel Gas Code of New York State (2010), and the Mechanical & Plumbing Codes of New York State (2010).

17. Interior finishes at walls and ceilings shall comply with table 803.5 for flame spread classification. All interior finishes shall comply with chapter 8 & sections 801 - 806 of the Building Code of New York State (2010).

ABBREVIATIONS

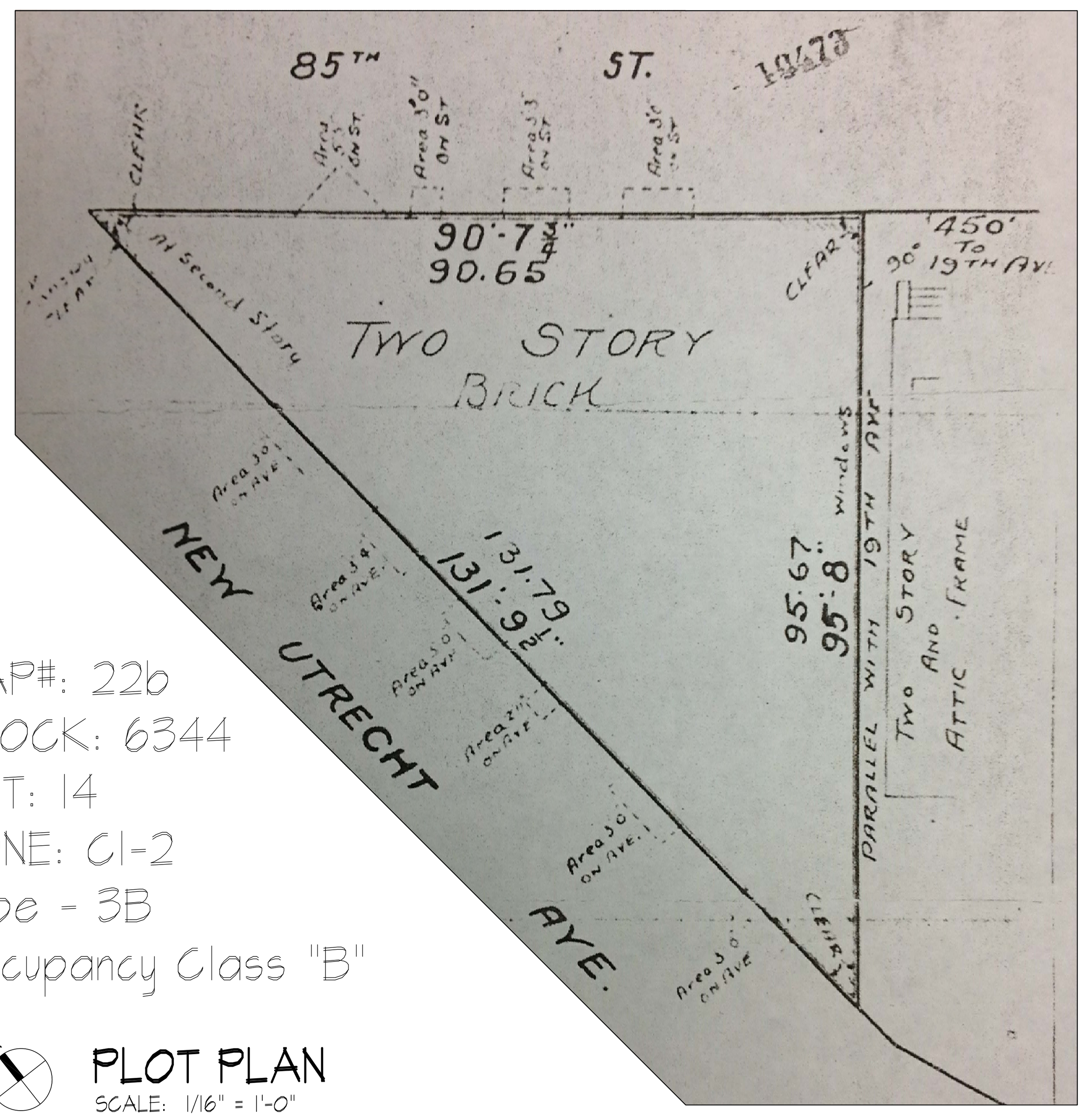
AFF	ABOVE FINISH FLOOR
ACT	ACOUSTIC CEILING TILE
AC	AIR CONDITIONING
@	AT
AL	ALUMINUM
BLK	BLOCK
BRK	BRICK
BUR	BUILT UP ROOFING
BM	BEAM
C.	COURSES
CB	CATCH BASIN
CI	CAST IRON
CL	CENTER LINE
CR	CLOTHING ROD
CS	CAST STONE
CT	CERAMIC TILE
CO	CLEAN OUT
CEM	CEMENT
CLO	CLOSET
CLG	CEILING
COL	COLUMN
CONC	CONCRETE
CONSTR	CONSTRUCTION
CONT	CONTINUOUS
CONV	CONVECTOR
DA	DOUBLE ACTING
DF	DRINKING FOUNTAIN
DH	DOUBLE HUNG
DOP	DOOR OPENING
DIM	DIMENSIONS
DN	DOWN
DIA	DIAMETER
EA	EACH
EWC	ELECTRIC WATER COOLER
EL	ELEVATION
ELEC	ELECTRIC
ENCL	ENCLOSURE
EQL SP	EQUALLY SPACED
EXP JT	EXPANSION JOINT
FAI	FRESH AIR INTAKE
FD	FLOOR DRAIN
FDN	FOUNDATION
FEXT	FIRE EXTINGUISHER
FF	FINISHED FLOOR
FIN	FINISH
FLR	FLOOR
FPSC	FIREPROOF SELF CLOSING
FPRF	FIREPROOFING
FR	FIRE RESISTIVE
FS	FULL SIZE
FTG	FOOTING
GL	GLASS
GR	GRADE
GRL	GRILLE
GYP BD	GYPSUM BOARD
HC	HOSE CABINET
HM	HOLLOW METAL
HPT	HIGH POINT
HVAC	HEATING VENT & AIR CONDITIONING
HNDRL	HANDRAIL
HGT	HEIGHT
INSUL	INSULATION
JB	JUNCTION BOX
JC	JANITOR'S CLOSET
JT	JOINT
LPT	LOW POINT
LAV	LAVATORY
LDR	LEADER
MAS	MASONRY
MC	MEDICINE CABINET
MO	MASONRY OPENING
MS	MARBLE SADDLE
MFG	MANUFACTURING OR MANUFACTURER
NIC	NOT IN CONTACT
NTS	NOT TO SCALE
OC	ON CENTER
PNT	PAINT
PR	PAIR
PTN	PARTITION
PL	PLATE
PVMT	PAVEMENT
PT	PRESSURE TREATED
QT	QUARRY TILE
R	RISER
RA	RETURN AIR
RAD	RADIATOR
RD	ROOF DRAIN
REFR	REFRIGERATOR
REG	REGISTER
RESIL	RESILIENT
RM	ROOM
RO	ROUGH OPENING
RBR	RUBBER TILE
SA	SUPPLY AIR
SC	SOLID CORE
SP	STANDPIPE
SSK	SERVICE SINK
SST	STAINLESS STEEL
STD	STANDARD
STOR	STORAGE
STL	STEEL
ST	STREET
T	TREAD
T&B	TOP AND BOTTOM
TEL	TELEPHONE
TSL	TOP OF SLAB
TST	TOP OF STEEL
TC	TOP OF CONCRETE
TER	TERRAZZO
TW	TOP OF WALL
TYP	TYPICAL
UR	URINAL
UNFIN	UNFINISHED
UON	UNLESS OTHERWISE NOTED
VIF	VERIFY IN FIELD
VCT	VINYL COMPOSITION TILE
VWC	VINYL WALL COVERING
WC	WATER CLOSET
WGL	WIRE GLASS
WI	WROUGHT IRON
WD	WOOD
YD	YARD DRAIN



Drawing List

ARCHITECTURAL

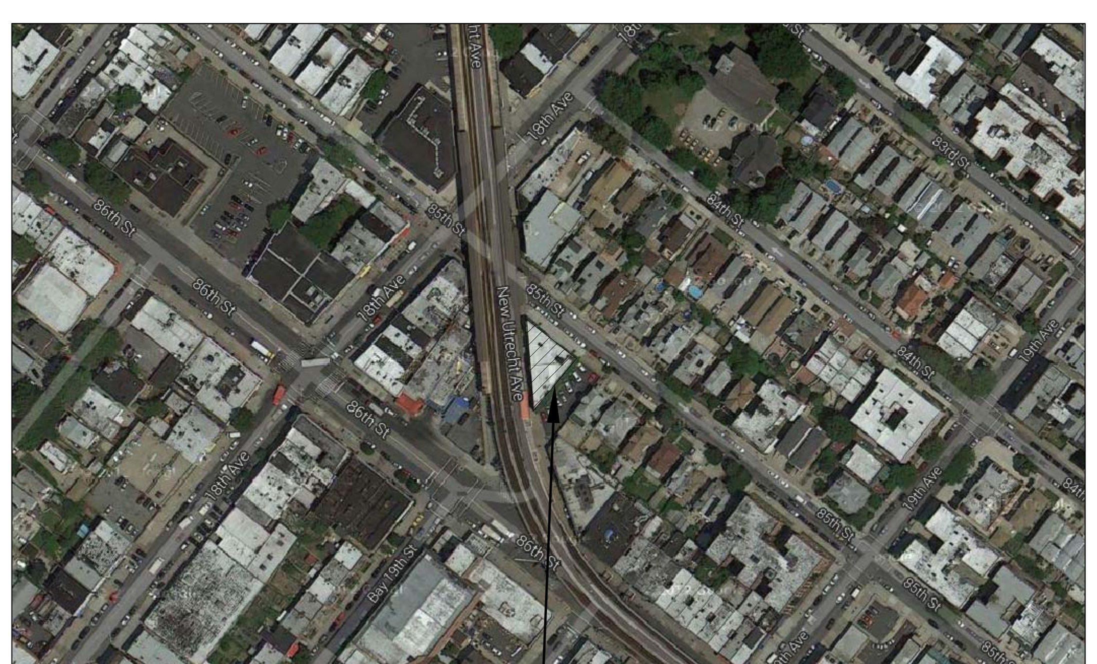
T-100.00	Title Sheet
A-101.00	First Floor Construction Plan



MAP#: 22b
BLOCK: 6344
LOT: 14
ZONE: C1-2
Type - 3B
Occupancy Class "B"

PLOT PLAN
SCALE: 1/16" = 1'-0"

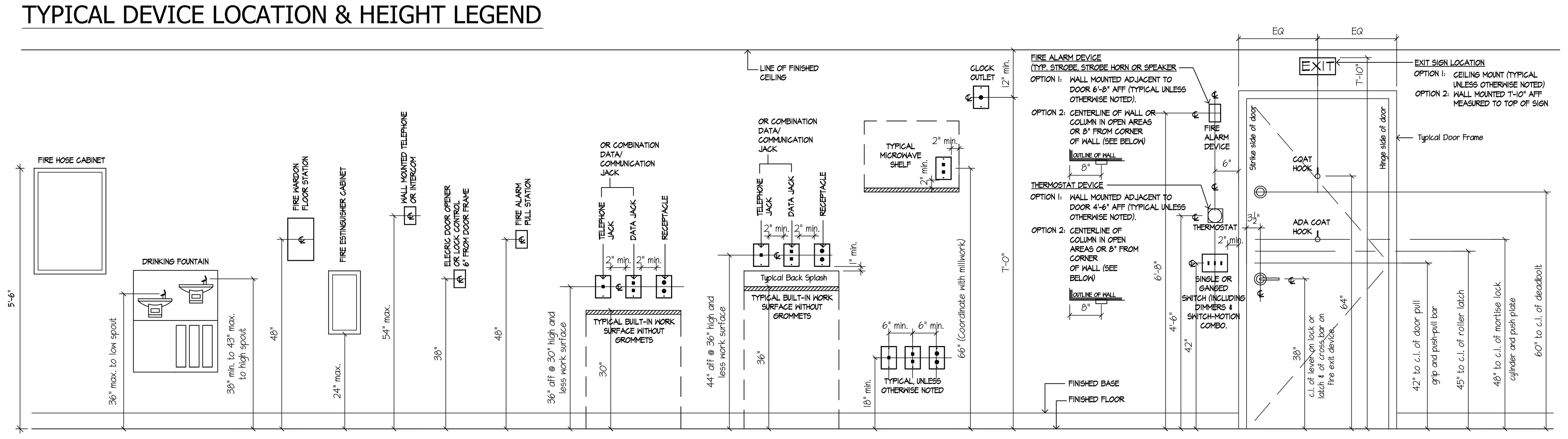
Dispensery at
8501 New Utrecht Ave
Brooklyn, NY 11214



LOCATION MAP

8501 New Utrecht Ave

TYPICAL DEVICE LOCATION & HEIGHT LEGEND



The intent of this set of construction documents is to provide a complete and properly functioning space to be utilized for its designed purpose. The general contractor, construction manager, sub-contractor(s), supplier(s), and vendor(s) shall provide all labor and materials necessary to achieve a finished product capable of receiving a certificate of occupancy. Each contractor is obligated to examine the plans and if necessary, visit the site(s), so to be familiar with the actual conditions and requirements of the project. Any alleged discrepancies, ambiguities or unknowns, shall be immediately called to the attention of Combined Resources Consulting & Design, Inc., so that the matter may be resolved prior to the submission of a bid proposal. Each contractor, by submission of their bid, shall acknowledge that these documents are an adequate definition of the scope of work. Additional cost claims, based on any deficiency of construction documents, actual or not, will not be considered.

No	Submission	Date
	Issued for Review	06-30-15

Engineer:

Architect:
COMBINED RESOURCES CONSULTING AND DESIGN, INC.
30 NEWBRIDGE RD., SUITE 104
EAST MEADOW, NY 11554
P.516.644.2828 F.516.644.2820

Project / Owner:
Dispensary at

Location:
8501 New Utrecht Ave
Brooklyn, NY 11214

Drawing:
Title Sheet

Initial Dwg Date:	06-30-2015	Drawn By:	AP
Job No.:	15-116.05	Chk By:	SF
Scale:	As Noted	PG 1 OF 2	

Dwg No: **T-100.00**

Seal & Sign:

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S:\PROJECTS\15\15-116 (555 N. Research Dr)\15-116.05 Brooklyn\Contract\CON-DOCS.dwg

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

The intent of this set of construction documents is to provide a complete and properly functioning space to be utilized for its designed purpose. The general contractor, construction manager, sub-contractor(s), supplier(s), and vendor(s) shall provide all labor and materials necessary to achieve a finished product capable of receiving a certificate of occupancy. Each contractor is obligated to examine the plans and if necessary, visit the site(s), so to be familiar with the actual conditions and requirements of the project. Any alleged discrepancies, ambiguities or unknowns, shall be immediately called to the attention of Combined Resources Consulting & Design, Inc., so that the matter may be resolved prior to the submission of a bid proposal. Each contractor, by submission of their bid, shall acknowledge that these documents are an adequate definition of the scope of work. Additional cost claims, based on any deficiency of construction documents, actual or not, will not be considered.

No	Submission	Date
AD-1	REVISED FLOOR NOTE	1-25-14
	Issued for Review	06-30-15

Engineer:

Architect:

COMBINED RESOURCES CONSULTING AND DESIGN, INC.
30 NEWBRIDGE RD., SUITE 104
EAST MEADOW, NY 11554
P.516.644.2828 F.516.644.2820

Project / Owner:

Dispensary at

Location:

8501 New Utrecht Ave
Brooklyn, NY 11214

Drawing:

Proposed First Floor Construction Plan

Initial Dwg Date: 06-30-2015	Drawn By: AP
Job No.: 15-116.05	Chk By: SF
Scale: As Noted	PG 2 OF 2

Dwg No:

A-101.00

Seal & Sign:

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Appendix B: Architectural Program

A SEPARATE "APPENDIX B" SHALL BE COMPLETED FOR EACH SEPARATE BUILDING AND/OR FACILITY INCLUDED IN THE ORGANIZATION'S BUSINESS PLAN

COMPANY INFORMATION	
Business Name:	Nepenthea, LLC
Facility Type:	Manufacturing Facility ☐ Dispensing Facility ☑
Use and Occupancy Classification:	Retail, and professional office
Building Construction Type and Classification:	5b non sprinklered
Facility Address:	2201 Route 112 Port Jefferson Patchouge Road, Coram NY 11727
Primary Contact Telephone number:	Chris Etts 1 516 903 8562
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 roof top Efficiency High,
Ventilation Requirements as per NYS energy code

☑ Cooling System: Type ELEC, Size 15 ton Efficiency High,
Ventilation Requirements _____

☑ Ventilation & Humidification Systems:
Type ELEC., Size 15 ton, Efficiency HIGH,
Ventilation Requirements _____

☑ Electrical Distribution Available Ex. 400A

☑ Water Supply: Municipal Water Service M or Private Well Water _____

☑ Sewage: Municipal Sewer System M or Private Septic System _____

☐ Emergency Power System:
Type Battery, Size in fixtures Efficiency high,

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

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
2	Combustible Storage	413		All combustible storage areas and rooms, as per applicable Building and Fire Codes. Identify all combustible stored materials, area and room dimensions, all required fire separations, and exit requirements.	NR	NR
3	Hazardous Materials	414		All hazardous materials stored or used as per applicable Building and Fire Codes. Identify all combustible stored materials, area and room dimensions, all required fire separations, and exit requirements.	NR	NR
4	Hazardous Materials Control Areas	414.2		Provide additional information indicating number, size, materials stored, and quantity of each material.		
5	Building Area & Height	501-507		Provide the building area & height Provide all calculations and cite applicable code sections for increased Building Area & Heights allowed per building code(s).	1 STORY 9,000SF	1 STORY 2,266sf
6	Incidental Use Areas	508.2		Identify all Incidental Use Areas and required fire separation of occupancies on Building Plans.	No Separation Required	Boiler Room No Separation required

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
7	Mixed Occupancies	508.3		Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	M/B	M/B
8	Nonseparated Uses	508.3.2		Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	M/B	M/B
9	Separated Uses (Ratio < 1)	508.3.3		Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	NR	NR
10	Construction Classification	602		Provide Construction Classification per each building included in Application.	5A	5A
11	Fire Resistance Rating Reqm't for Building Elements	Table 601		Provide Fire Resistance Rating per each building element as per Table 601. Identify rating & elements on Building Plans.	0 HOUR	0 HOUR

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
12	Exterior Wall Fire-Resistance Rating	Table 602		Identify required fire resistance rating of exterior walls on Building Plan(s).	0 HR	0 HR
13	Exterior Fire Separation Distance	Table 602		Identify required fire separation distance of exterior walls between Buildings on Plan.	NA	NA
14	Fire Walls	705		Provide code information and identify all applicable required Fire Wall(s) and fire resistance requirement on Building Plans.	NA	NA
15	Fire Barriers	706		Provide code information and identify all applicable required Fire Barrier(s) and fire resistance requirement on Building Plans.	NA	NA
16	Shaft Enclosures	707		Provide code information and identify all applicable required Shaft Wall(s) and fire resistance requirement on Building Plans.	NA	NA
17	Fire Partitions	708		Provide code information and identify all applicable required Fire Partition(s) and fire resistance requirement on Building Plans.	NR	NR

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
18	Horizontal Assemblies	711		Provide code information and identify all applicable required Horizontal Assemblies and fire resistance requirement on Building Plans.	NR	NR
19	Fire Protection: Sprinkler System	903		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.	No Sprinkler system	No Sprinkler System
20	Alt. Fire Extinguishing System	904		Provide code information of all applicable requirements for Alternative Automatic Fire-Extinguishing Systems with code section(s) cited.	NA	NA
21	Standpipe System	905		Provide code information of all applicable requirements for Standpipe Systems with code section(s) cited.	NA	NA
22	Fire Alarm & Detection Systems	907		Provide code information of all applicable requirements for Fire Alarm System(s) with code section cited. Indicate Type of Fire Alarm System ☑ Addressable ☐ Hardwired (zoned)	Full FA System	Full FA System

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
23	Emergency Alarm System	908		Provide code information of all applicable requirements for Emergency Alarm Systems with code section cited.	Full FA System	Full FA System
24	Fire Department Connections	912		Identify Fire Department connections in accordance with NFPA applicable standard.	Required	Provided
25	Exits	1001.1 &2		Identify on the Building Plans and documents, per each door, the following information: door width, door height, direction of swing, type of construction, hourly rating, and door closures.	min. 3' doors required	Min. 3' doors provided
26	Occupant Load	1004 & Table 1004.1.1		Identify the use/name of each room, dimensions of each room, and Occupant Loads per each room on the Building Plans.	MERCANTILE 60 GROSS	MERCANTILE 60 GROSS
27	Egress Width	1005		Provide egress widths & cite applicable code section(s) and requirement(s) on the Building Plans	Min. 3'-0"	2: 3'-0" Provided
28	Accessible Means of Egress	1007.1		Provide accessible means of egress as per Section 1007 & cite applicable code section(s) and requirement(s) on the Building Plans.	Required	Complies

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
29	Doors, Gates, and Turnstiles	1008		Means of egress doors shall meet the requirements of this section.	3'	3'
30	Interior Stairs	1009		Identify the following information for each stairway on the Building Plan(s): the width of stairways; the height, width, depth and number of risers and treads; dimensions of landings; stairway construction type; and handrail height.	NA	NA
31	Ramps	1010.1		Identify the following information of each ramp, on the Building Plan(s): width; total vertical rise; length of ramp; and handrail height.	NA	NA
32	Common Path of Travel	1014.3		Identify on the Building Plan(s): the length of the "Common Path of Travel" per each room as per applicable building code requirements.	100'	<100'
33	Exit Doorway Arrangement	1015		Identify on the Building Plan(s): applicable building code requirements for all Exits and Exit Access Doorways per each room and required exits in all buildings.	Required	Complies
34	Corridor Fire Rating	1017.1		Identify, on the Building Plan(s): all corridors with required fire resistance and the applicable fire rating.	NR (0)	NR (0)

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
35	Corridor Width	1017.2		Identify on the Building Plan(s): the width of all corridors. Provide applicable code section(s) and requirement(s).	36"	48"
36	Dead End Corridor	1017.3		Corridors shall not exceed the maximum dead end corridor length as per applicable code.	20'	20'
37	Number of Exits and Continuity	1019		Identify on the Building Plan(s): required number of exits, continuity and arrangement as per the applicable code requirements.	1 Required	2 Provided
38	Vertical Exit Enclosures	1020		Identify on the Building Plan(s): all applicable code requirements for each Vertical Exit Enclosure.	NA	NA
39	Exit Passageways	1021		Identify on the Building Plan(s): all applicable code requirements for each Exit Passageway.	NR	NR
40	Horizontal Exits	1022		Identify on the Building Plan(s): all applicable code requirements for each Horizontal Exit.	NR	NR

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
41	Exterior Exit Ramps & Stairways	1023		Identify on the Building Plan(s): all applicable code requirements for each exterior exit ramps and stairways.	NA	NA
42	Exit Discharge	1024		Identify on the Building Plan(s): all applicable code requirements for each Exit Discharge.	1 person per 60 sf	1 person per 60 sf
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.	required	Complies
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).	Compliance to extent possible	NYS energy code compliance
45	Emergency & Standby Power	2702.1		Identify emergency & Standby Power locations and specifications of the system to be provided.	Required	Emergency Battery Packs Provided exit signs and lights
46	Smoke Control Systems	2702.2.2		Identify the Standby power for smoke control systems in accordance with Section 909.11 of NYS Building Code.	NR	NR

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).	Mercantile 1 df, 1 wc, 1 lav 1 jc	1 df, 1 wc, 1 lav, 1jc d1 jc,
48	Available Street Water Pressure			Provide the available street or well water pressure.	NR	60
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.	Required	Complies

Coordinates: 40°53′26″N 73°0′38″W

Coram, New York

From Wikipedia, the free encyclopedia

Coram is a hamlet (and census-designated place) in Suffolk County, New York, in the United States. As of the 2010 census, the CDP population was 39,113.[1]

Coram is a community in the town of Brookhaven and is served by the Longwood Central School District and the Middle Country Central School District.

Contents

- 1 History
- 2 Geography
- 3 Demographics for the CDP
- 4 Schools
- 5 See also
- 6 References
- 7 External links

History

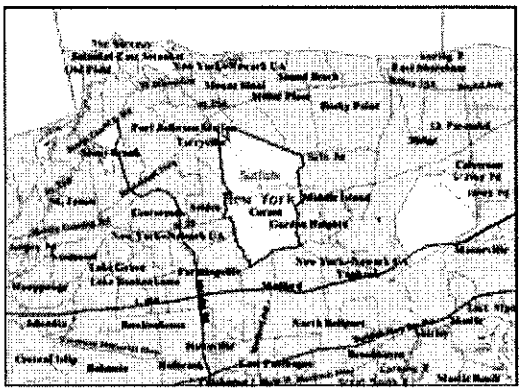
Coram is the oldest settlement in the central part of the town of Brookhaven. Its early name was "Wincoram", perhaps the name of a Native American who lived in the area as late as 1703. The first Caucasian settler in the area was likely William Satterly, who sought permission to open a tavern to cater to travelers in 1677.[2]

During the American Revolutionary War, Benjamin Tallmadge's Culper Ring captured and burned 300 tons of British hay at what later become the corner of New York State Route 25 and New York State Route 112.[3]

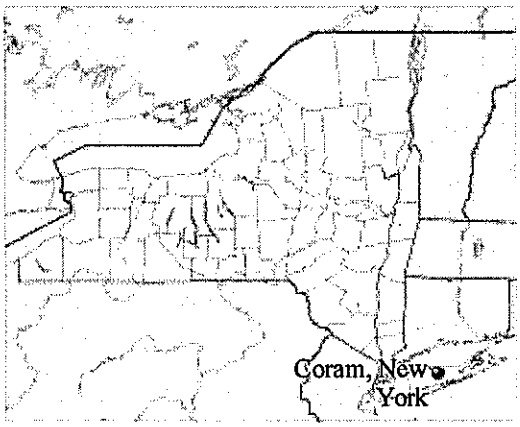
From 1784 to 1885, Coram served as the meeting place for the Town of Brookhaven government, using the Davis Town Meeting House for much of that

Coram, New York

Hamlet and census-designated place



U.S. Census map



Location within the state of New York

Coordinates: 40°53′26″N 73°0′38″W

Country	United States
State	New York
County	Suffolk
Area	
• **Total**	13.8 sq mi (35.7 km2)
• **Land**	13.8 sq mi (35.7 km2)
• **Water**	0.0 sq mi (0.0 km2)
Elevation	95 ft (29 m)
Population (2010)	
• **Total**	39,113
• **Density**	2,800/sq mi (1,100/km2)
Time zone	Eastern (EST) (UTC-5)
• **Summer (DST)**	EDT (UTC-4)
ZIP code	11727

period.[4] The Davis House, built in the 1750s, was placed on the National Register of Historic Places in 2001 and is the oldest existing structure in Coram.

Area code(s)	631
FIPS code	36-18157
GNIS feature ID	0947423

A small airport existed in Coram until 1984.[5]

Geography

The CDP has a total area of 13.8 square miles (36 km^2), all land.[6]

Demographics for the CDP

As of the 2000 census,[6] 34,923 people, 12,530 households, and 9,121 families resided in the CDP. The population density was 2,532.1 per square mile (977.8/km^2). There were 12,880 housing units at an average density of 933.9/sq mi (360.6/km^2). The racial makeup of the CDP was 89.5% White, 1.7% African American, 0.3% Native American, 3.1% Asian, 0.0% Pacific Islander, 3.1% from other races, and 2.3% from two or more races. Hispanic or Latino of any race were 9.5% of the population.

Historical population

Census	Pop.	%±
1980	24,752	—
1990	30,111	21.7%
2000	34,923	16.0%
2010	39,113	12.0%

There were 12,530 households out of which 35.3% had children under the age of 18 living with them, 57.9% were married couples living together, 11.4% had a female householder with no husband present, and 27.2% were non-families. 21.3% of all households were made up of individuals and 6.1% had someone living alone who was 65 years of age or older. The average household size was 2.75 and the average family size was 3.22.

In the CDP the population was spread out with 25.1% under the age of 18, 7.9% from 18 to 24, 33.5% from 25 to 44, 24.1% from 45 to 64, and 9.3% who were 65 years of age or older. The median age was 35 years. For every 100 females there were 93.1 males. For every 100 females age 18 and over, there were 89.2 males.

The median income for a household in the CDP was $61,309, and the median income for a family was $70,769. Males had a median income of $46,905 versus $34,545 for females. The per capita income for the CDP was $24,597. About 4.1% of families and 5.6% of the population were below the poverty line, including 5.5% of those under age 18 and 7.2% of those age 65 or over.

Schools

- Longwood Central School District
- Middle Country Central School District
- Riverhead Charter School

See also

- Holy Sepulchre Cemetery (Coram, New York)

References

1. "Geographic Identifiers: 2010 Demographic Profile Data (G001): Coram CDP, New York" (http://factfinder2.census.gov/bkmk/table/1.0/en/DEC/10_DP/G001/1600000US3618157). U.S. Census Bureau, American Factfinder. Retrieved 2012-12-26.
2. History of Coram (http://www.longwood.k12.ny.us/history/coram/sintro.htm), by Osborn Shaw, Brookhaven Town Historian (1947), Longwood's Journey website, Retrieved 2009-10-22
3. Burning of the Hay (Longwood Public Library) (http://www.longwood.k12.ny.us/history/coram/hay.htm)
4. The Lester Davis Home (Longwood Public Library) (http://www.longwood.k12.ny.us/history/coram/ldavis.htm), Retrieved 2009-10-22
5. Coram Airport Site (WikiMapia) (http://wikimapia.org/2886391/Coram-Airport-Site)
6. "American FactFinder" (http://factfinder2.census.gov). United States Census Bureau. Retrieved 2008-01-31.

External links

- Coram History (Longwood Public Library) (http://www.longwood.k12.ny.us/history/coram.htm)

Retrieved from "https://en.wikipedia.org/w/index.php?title=Coram,_New_York&oldid=636434488"

Categories: Brookhaven, New York | Hamlets in New York | Census-designated places in New York | Census-designated places in Suffolk County, New York | Hamlets in Suffolk County, New York

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NEW YORK STATE
UNIFORM FIRE PREVENTION + BUILDING CODE SUMMARY

SPRINKLERED BUILDING

1. Existing Use - Office (Group 'B')

2. Proposed Use - Office (Group 'B')

3. Building Construction Classification - Type '1IB'.

4. Classification of Work - 'Alteration' as per NYSEBC. Chapters 5¢6 are applicable.

5. There is no increase in non-compliance created by the proposed use.

6. There is no proposed increase in structural stress to the building.

7. 6OB - Electrical work shall be in compliance with NEC and NSPA7O inclusive therein of all provisions of the NYS Fire Prevention Code.

8. Accessibility has been accommodated in the area of work in accordance with ICC-ANSI A117.1, unless technically infeasible.

9. The work area is less than 50 % of the flow area and the occupancy load has NOT been increased by 20 % or more. Therefore, there is no increase of plumbing fixtures required.

10. 6O9-The existing mechanical systems are intended to be maintained with branch duct work modifications required. Mechanical systems shall comply with K6O6.25 cfm (2.36L/f) per person of outdoor air, and not less than 15 cfm (7.07L/f) of ventilation air per person, or not less than the amount of ventilation air, as determined by the Indoor Air Quality Procedures ASHARAE62.

11. Elevators have been previously renovated and are not part of this work.

12. All interior finishes are Class 'A'.

13. The referenced building is not a sprinklered building.

14. Fire alarm and detection systems are provided in accordance with Section 9O7 of the NYS UNIFORM Fire PREVENTION AND BUILDING Code.

15. There is no boiler/furnace room on this floor.

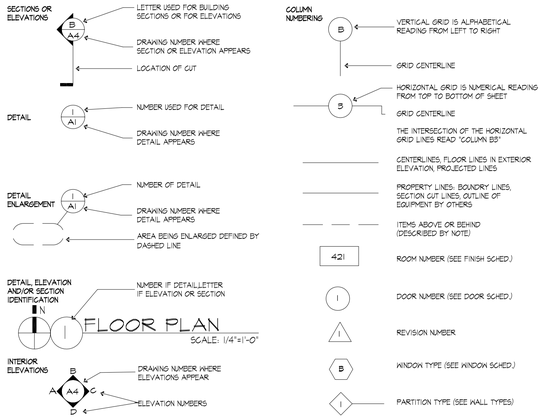
16. All new work shall comply with the Building Code of New York State (2010), the Fire Code of New York State (2010), the Fuel Gas Code of New York State (2010), and the Mechanical & Plumbing Codes of New York State (2010).

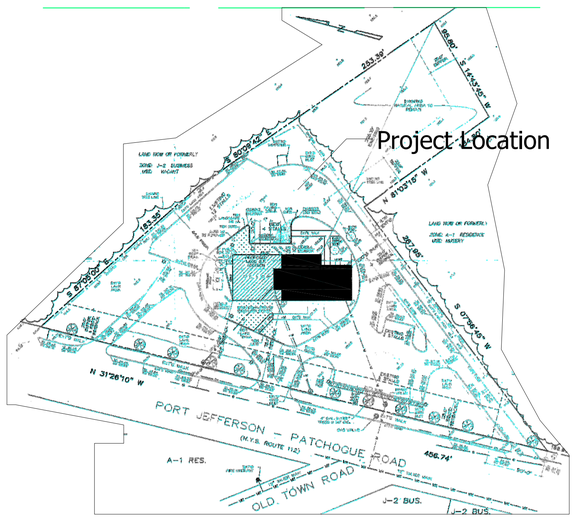
17. Interior finishes at walls and ceilings shall comply with table 803.5 for flame spread classification. All interior finishes shall comply with chapter 8 & sections 801 - 806 of the Building Code of New York State (2010).

ABBREVIATIONS

AFF	ABOVE FINISH FLOOR	FF	FINISHED FLOOR	PVMT	PAVEMENT
ACT	ACOUSTIC CEILING TILE	FIN	FINISH	PT	PRESSURE TREATED
AC	AIR CONDITIONING	FLR	FLOOR	QT	QUARRY TILE
@	AT	FPSC	FIREPROOF SELF CLOSING		
AL	ALUMINUM	FPRF	FIREPROOFING	R	RISER
		FR	FIRE RESISTIVE	RA	RETURN AIR
BLK	BLOCK	FS	FULL SIZE	RAD	RADIATOR
BRK	BRICK	FTG	FOOTING	RD	ROOF DRAIN
BUR	BUILT UP ROOFING			REFR	REFRIGERATOR
BM	BEAM	GL	GLASS	REG	REGISTER
C	COURSES	GR	GRADE	RESIL	RESILIENT
CB	CATCH BASIN	GRIL	GRILLE	RM	ROOM
CI	CAST IRON	GYP BD	GYPSUM BOARD	RO	ROUGH OPENING
CL	CENTER LINE			RUBR	RUBBER TILE
CR	CLOTHING ROD	HC	HOSE CABINET		
CS	CAST STONE	HM	HOLLOW METAL	SA	SUPPLY AIR
CT	CERAMIC TILE	HPT	HIGH POINT	SC	SOLID CORE
CO	CLEAN OUT	HVAC	HEATING VENT & AIR	SP	STANDPIPE
CEM	CEMENT		CONDITIONING	SSK	SERVICE SINK
CLO	CLOSET	HNDRL	HANDRAIL	SST	STAINLESS STEEL
CLG	CEILING	HGT	HEIGHT	STD	STANDARD
COL	COLUMN			STOR	STORAGE
CONC	CONCRETE	INSUL	INSULATION	STL	STEEL
CONSTR	CONSTRUCTION			ST	STREET
CONT	CONTINUOUS	JB	JUNCTION BOX	T	TREAD
CONV	CONVECTOR	JC	JANITOR'S CLOSET	T&B	TOP AND BOTTOM
		JT	JOINT	TEL	TELEPHONE
DA	DOUBLE ACTING			TSL	TOP OF SLAB
DF	DRINKING FOUNTAIN	LPT	LOW POINT	TST	TOP OF STEEL
DH	DOUBLE HUNG	LAV	LAVATORY	TC	TOP OF CONCRETE
DOP	DOOR OPENING	LDR	LEADER	TER	TERRAZZO
DIM	DIMENSIONS			TW	TOP OF WALL
DN	DOWN	MAS	MASONRY	TYP	TYPICAL
DIA	DIAMETER	MC	MEDICINE CABINET		
		MO	MASONRY OPENING	UR	URINAL
EA	EACH	MS	MARBLE SADDLE	UNFIN	UNFINISHED
EWC	ELECTRIC WATER COOLER	MFG	MANUFACTURING OR MANUFACTURER	UON	UNLESS OTHERWISE NOTED
EL	ELEVATION				
ELEC	ELECTRIC	NIC	NOT IN CONTACT	VIF	VERIFY IN FIELD
ENCL	ENCLOSURE	NTS	NOT TO SCALE	VCT	VINYL COMPOSITION TILE
EQL SP	EQUALLY SPACED				
EXP JT	EXPANSION JOINT	OC	ON CENTER	VWC	VINYL WALL COVERING
				WC	WATER CLOSET
FAI	FRESH AIR INTAKE	PNT	PAINT	WGL	WIRE GLASS
FD	FLOOR DRAIN	PR	PAIR	WI	WROUGHT IRON
FDN	FOUNDATION	PTN	PARTITION	WD	WOOD
FEXT	FIRE EXTINGUISHER	PL	PLATE	YD	YARD DRAIN

REFERENCE SYMBOLS

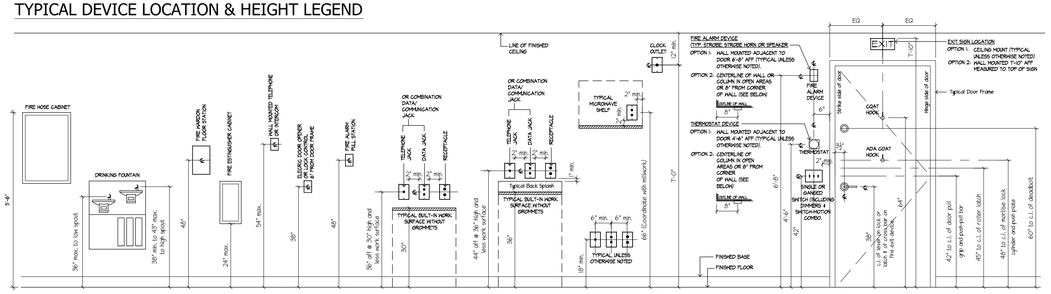




Site Plan

Dispensary
Coram
Route 112

TYPICAL DEVICE LOCATION & HEIGHT LEGEND



The intent of this set of construction documents is to provide a complete and properly functioning space to be utilized for its designed purpose. The general contractor, construction manager, sub-contractor(s), supplier(s), and vendor(s) shall provide all labor and materials necessary to achieve a finished product capable of receiving a certificate of occupancy. Each contractor is obligated to examine the plans and if necessary, visit the site(s), so to be familiar with the actual conditions and requirements of the project. Any alleged discrepancies, ambiguities or unknowns, shall be immediately called to the attention of Combined Resources Consulting & Design, Inc., so that the matter may be resolved prior to the submission of a bid proposal. Each contractor, by submission of their bid, shall acknowledge that these documents are an adequate definition of the scope of work. Additional cost claims, based on any deficiency of construction documents, actual or not, will not be considered.

-	Issued for Review	6/30/15
No	Submission	Date

Drawing List

T-100.00 Title Sheet

A-100.00 Construction Plan East

Engineer:

Architect:
COMBINED RESOURCES CONSULTING AND DESIGN, INC.
30 NEWBRIDGE RD., SUITE 104
EAST MEADOW, NY 11554
P.516.644.2828 F.516.644.2820

Project / Owner:

Location:
Coram
Route 112

Drawing:
Title Sheet

Initial Dwg Date: 6/30/15	Drawn By: AP
Job No.: 15-116.04	Chk By: SF
Scale: As Noted	PG 1 OF 2

Dwg No: T-100.00

Seal & Sign:

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S:\PROJECTS\15-116 SITE N. Research Dr\15-116.04 Coram\Comm\15-116.04 Cor Dwg.dwg

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

The intent of this set of construction documents is to provide a complete and properly functioning space to be utilized for its designed purpose. The general contractor, construction manager, sub-contractor(s), supplier(s), and vendor(s) shall provide all labor and materials necessary to achieve a finished product capable of receiving a certificate of occupancy. Each contractor is obligated to examine the plans and if necessary, visit the site(s), so to be familiar with the actual conditions and requirements of the project. Any alleged discrepancies, ambiguities or unknowns, shall be immediately called to the attention of Combined Resources Consulting & Design, Inc., so that the matter may be resolved prior to the submission of a bid proposal. Each contractor, by submission of their bid, shall acknowledge that these documents are an adequate definition of the scope of work. Additional cost claims, based on any deficiency of construction documents, actual or not, will not be considered.

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Route 112

Drawing:

Construction Plan East

Initial Dwg Date: 6/30/15	Drawn By: AP
Job No.: 15-116.04	Chk By: SF
Scale: As Noted	PG 6 OF 2

Dwg No: A-100.00

Seal & Sign:

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Appendix B: Architectural Program

A SEPARATE "APPENDIX B" SHALL BE COMPLETED FOR EACH SEPARATE BUILDING AND/OR FACILITY INCLUDED IN THE ORGANIZATION'S BUSINESS PLAN

COMPANY INFORMATION	
Business Name:	Nepenthea, LLC
Facility Type:	Manufacturing Facility ☐ Dispensing Facility ☑
Use and Occupancy Classification:	Retail, and professional office
Building Construction Type and Classification:	5b non sprinklered
Facility Address:	515 S. Columbus Ave, Mount Vernon NY 10550
Primary Contact Telephone number:	Chris Etts 1 516 903 8562
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 roof top Efficiency High,
Ventilation Requirements as per NYS energy code

☑ Cooling System: Type ELEC, Size 15 ton Efficiency High,
Ventilation Requirements _____

☑ Ventilation & Humidification Systems:
Type ELEC., Size 15 ton, Efficiency HIGH,
Ventilation Requirements _____

☑ Electrical Distribution Available Ex. 400A

☑ Water Supply: Municipal Water Service M or Private Well Water _____

☑ Sewage: Municipal Sewer System M or Private Septic System _____

☐ Emergency Power System:
Type Battery, Size in fixtures Efficiency high,

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

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
2	Combustible Storage	413		All combustible storage areas and rooms, as per applicable Building and Fire Codes. Identify all combustible stored materials, area and room dimensions, all required fire separations, and exit requirements.	NR	NR
3	Hazardous Materials	414		All hazardous materials stored or used as per applicable Building and Fire Codes. Identify all combustible stored materials, area and room dimensions, all required fire separations, and exit requirements.	NR	NR
4	Hazardous Materials Control Areas	414.2		Provide additional information indicating number, size, materials stored, and quantity of each material.		
5	Building Area & Height	501-507		Provide the building area & height Provide all calculations and cite applicable code sections for increased Building Area & Heights allowed per building code(s).	1 STORY 9,000SF	1 STORY 2,471sf
6	Incidental Use Areas	508.2		Identify all Incidental Use Areas and required fire separation of occupancies on Building Plans.	No Separation Required	Boiler Room No Separation required

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
7	Mixed Occupancies	508.3		Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	M/B	M/B
8	Nonseparated Uses	508.3.2		Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	M/B	M/B
9	Separated Uses (Ratio < 1)	508.3.3		Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	NR	NR
10	Construction Classification	602		Provide Construction Classification per each building included in Application.	5A	5A
11	Fire Resistance Rating Reqm't for Building Elements	Table 601		Provide Fire Resistance Rating per each building element as per Table 601. Identify rating & elements on Building Plans.	0 HOUR	0 HOUR

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
12	Exterior Wall Fire-Resistance Rating	Table 602		Identify required fire resistance rating of exterior walls on Building Plan(s).	0 HR	0 HR
13	Exterior Fire Separation Distance	Table 602		Identify required fire separation distance of exterior walls between Buildings on Plan.	NA	NA
14	Fire Walls	705		Provide code information and identify all applicable required Fire Wall(s) and fire resistance requirement on Building Plans.	NA	NA
15	Fire Barriers	706		Provide code information and identify all applicable required Fire Barrier(s) and fire resistance requirement on Building Plans.	NA	NA
16	Shaft Enclosures	707		Provide code information and identify all applicable required Shaft Wall(s) and fire resistance requirement on Building Plans.	NA	NA
17	Fire Partitions	708		Provide code information and identify all applicable required Fire Partition(s) and fire resistance requirement on Building Plans.	NR	NR

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
18	Horizontal Assemblies	711		Provide code information and identify all applicable required Horizontal Assemblies and fire resistance requirement on Building Plans.	NR	NR
19	Fire Protection: Sprinkler System	903		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.	No Sprinkler system	No Sprinkler System
20	Alt. Fire Extinguishing System	904		Provide code information of all applicable requirements for Alternative Automatic Fire-Extinguishing Systems with code section(s) cited.	NA	NA
21	Standpipe System	905		Provide code information of all applicable requirements for Standpipe Systems with code section(s) cited.	NA	NA
22	Fire Alarm & Detection Systems	907		Provide code information of all applicable requirements for Fire Alarm System(s) with code section cited. Indicate Type of Fire Alarm System ☑ Addressable ☐ Hardwired (zoned)	Full FA System	Full FA System

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
23	Emergency Alarm System	908		Provide code information of all applicable requirements for Emergency Alarm Systems with code section cited.	Full FA System	Full FA System
24	Fire Department Connections	912		Identify Fire Department connections in accordance with NFPA applicable standard.	Required	Provided
25	Exits	1001.1 &2		Identify on the Building Plans and documents, per each door, the following information: door width, door height, direction of swing, type of construction, hourly rating, and door closures.	min. 3' doors required	Min. 3' doors provided
26	Occupant Load	1004 & Table 1004.1.1		Identify the use/name of each room, dimensions of each room, and Occupant Loads per each room on the Building Plans.	MERCANTILE 60 GROSS	MERCANTILE 60 GROSS
27	Egress Width	1005		Provide egress widths & cite applicable code section(s) and requirement(s) on the Building Plans	Min. 3'-0"	2: 3'-0" Provided
28	Accessible Means of Egress	1007.1		Provide accessible means of egress as per Section 1007 & cite applicable code section(s) and requirement(s) on the Building Plans.	Required	Complies

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
29	Doors, Gates, and Turnstiles	1008		Means of egress doors shall meet the requirements of this section.	3'	3'
30	Interior Stairs	1009		Identify the following information for each stairway on the Building Plan(s): the width of stairways; the height, width, depth and number of risers and treads; dimensions of landings; stairway construction type; and handrail height.	NA	NA
31	Ramps	1010.1		Identify the following information of each ramp, on the Building Plan(s): width; total vertical rise; length of ramp; and handrail height.	NA	NA
32	Common Path of Travel	1014.3		Identify on the Building Plan(s): the length of the "Common Path of Travel" per each room as per applicable building code requirements.	100'	<100'
33	Exit Doorway Arrangement	1015		Identify on the Building Plan(s): applicable building code requirements for all Exits and Exit Access Doorways per each room and required exits in all buildings.	Required	Complies
34	Corridor Fire Rating	1017.1		Identify, on the Building Plan(s): all corridors with required fire resistance and the applicable fire rating.	NR (0)	NR (0)

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
35	Corridor Width	1017.2		Identify on the Building Plan(s): the width of all corridors. Provide applicable code section(s) and requirement(s).	36"	48"
36	Dead End Corridor	1017.3		Corridors shall not exceed the maximum dead end corridor length as per applicable code.	20'	20'
37	Number of Exits and Continuity	1019		Identify on the Building Plan(s): required number of exits, continuity and arrangement as per the applicable code requirements.	1 Required	2 Provided
38	Vertical Exit Enclosures	1020		Identify on the Building Plan(s): all applicable code requirements for each Vertical Exit Enclosure.	NA	NA
39	Exit Passageways	1021		Identify on the Building Plan(s): all applicable code requirements for each Exit Passageway.	NR	NR
40	Horizontal Exits	1022		Identify on the Building Plan(s): all applicable code requirements for each Horizontal Exit.	NR	NR

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
41	Exterior Exit Ramps & Stairways	1023		Identify on the Building Plan(s): all applicable code requirements for each exterior exit ramps and stairways.	NA	NA
42	Exit Discharge	1024		Identify on the Building Plan(s): all applicable code requirements for each Exit Discharge.	1 person per 60 sf	1 person per 60 sf
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.	required	Complies
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).	Compliance to extent possible	NYS energy code compliance
45	Emergency & Standby Power	2702.1		Identify emergency & Standby Power locations and specifications of the system to be provided.	Required	Emergency Battery Packs Provided exit signs and lights
46	Smoke Control Systems	2702.2.2		Identify the Standby power for smoke control systems in accordance with Section 909.11 of NYS Building Code.	NR	NR

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).	Mercantile 1 df, 1 wc, 1 lav 1 jc	1 df, 1 wc, 1 lav, 1jc d1 jc,
48	Available Street Water Pressure			Provide the available street or well water pressure.	NR	60
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.	Required	Complies

Coordinates: 40°54′51″N 73°49′50″W

Mount Vernon, New York

From Wikipedia, the free encyclopedia

Mount Vernon is a city in Westchester County, New York, United States. It lies on the border of the New York City borough of the Bronx. As of the 2010 census, Mount Vernon had a population of 67,292.[1]

Contents

- 1 History
- 2 Notable sites
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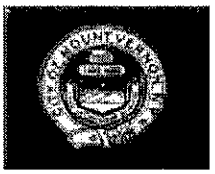
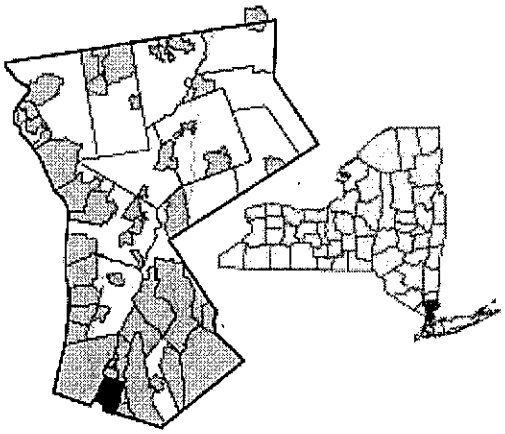
Mount Vernon, New York

City



Seal



Location within Westchester County and the state of New York

Coordinates: 40°54′51″N 73°49′50″W

Country	United States
State	New York
County	Westchester
Government	
• **Type**	Mayor-Council
• **Mayor**	Ernest D. Davis (D)
• **City Council**	**Members' List**
Area	
• **Total**	4.4 sq mi (11.4 km²)
• **Land**	4.4 sq mi (11.4 km²)
• **Water**	0 sq mi (0 km²)
Elevation	108 ft (33 m)
Population (2010)	
• **Total**	67,292
• **Density**	15,288/sq mi (5,902.8/km²)
Time zone	Eastern (UTC-5)
• **Summer (DST)**	Eastern (UTC-4)
Area code(s)	914

- 13.1 Advertisements
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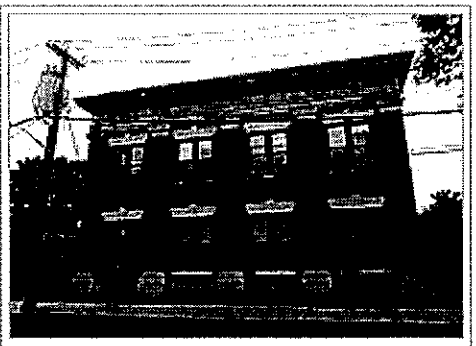
FIPS code	36-49121
GNIS feature ID	0957917
Website	cmvny.com (http://cmvny.com)

History



Former trolley company building, Southside

Mount Vernon is the eighth most populous city in the state of New York. Northside Mount Vernon has a suburban look while Southside Mount Vernon has an urban feel, resembling the Bronx to the south. In fact, in 1894, the voters of Mount Vernon (and nearby Yonkers) voted, along with the voters of Kings, Richmond, and Queens counties, in a referendum on whether or not they wanted to become part of a "Greater New York City". While the results were positive elsewhere, the returns were so negative in Mount Vernon and Yonkers that those two areas were not included in the consolidated city and remained independent.[2]

Mount Vernon's downtown business district is located on the city's Southside, which features the City Hall, office buildings, and other municipal establishments.[3]

You might think that Mount Vernon was named after the Virginia plantation where George Washington spent his final years, just as neighboring Wakefield (in the Bronx) was named after the plantation where he was born. However, the name Mt. Vernon precedes Washington. Anne Hutchinson founded the Westchester city in the 17th Century and named it for its green mount (hence the name, Mount Vernon).[3]

The Mount Vernon Public Library, a gift to the city from philanthropist Andrew Carnegie, opened in 1904 and is now part of Westchester's Central Library, providing educational, cultural and computer services to County residents of all ages.

During the 1960s, Mount Vernon was a divided city on the brink of a "northern style" segregation. Many blacks from the South came to the north and settled in the city of Mount Vernon for better job opportunities and educational advancements. At the same time, many White Americans from the Bronx and Manhattan looked to Mount Vernon as a new "bedroom community" due to rising crime in New York City (a "white flight" factor entailed as well). As a result, Mount Vernon became divided by the New Haven Line railroad tracks of the Metro North railroad into two parts, Northside and Southside. The population south of the tracks became predominantly African American while that north of the tracks was largely white.

At the height of this segregation in the 1970s, August Petrillo was Mayor; when he died, Thomas E. Sharpe was elected Mayor. Upon Sharpe's death in 1984, Carmella Iaboni took office as "acting-Mayor" until Ronald Blackwood was elected; Mr. Blackwood was the first Afro-Caribbean mayor of the city (as well as of any city in New York State). In 1996, Ernest D. Davis was elected the mayor of Mount Vernon; he served in office until 2007. Clinton I. Young, Jr. became the city's mayor on January 1, 2008. Four years

later, on Sunday, January 1, 2012, Ernest D. Davis became the 21st Mayor of Mount Vernon after winning his re election from Clinton I. Young, Jr. In 2013, Mr. Davis was investigated for failure to report rental income.[4]

Mount Vernon has in recent years undergone a transition from a city of homes and small businesses to a city of regional commerce. Between 2000 and 2006, the city of Mount Vernon's economy grew 20.5%, making it one of the fastest growing cities in the New York metropolitan area.

Notable sites

First United Methodist Church, the John Stevens House, Trinity Episcopal Church Complex, and the United States Post Office on First Street are listed on the National Register of Historic Places. St. Paul's Church is listed as a National Historic Site.[5]

Geography

Location

The corner of Gramatan and Grand Avenues in Fleetwood

Mount Vernon is located at 40°54′51″N 73°49′50″W (40.914060, -73.830507).[6] It is the third largest and the most densely populated city in Westchester County. According to the United States Census Bureau, the city has a total area of 4.4 square miles (11.4 km^2), of which 0.015 square miles (0.04 km^2), or 0.39%, is water.[1]

Mount Vernon is bordered by the village of Bronxville and city of New Rochelle to the north, by the town of Pelham and city of Pelham Manor to the east, by the Hutchinson River and the Eastchester and Wakefield sections of the Bronx, and by the city of Yonkers and the Bronx River to the west.

Elevation

Mount Vernon's elevation at City Hall is about 235 feet (72 m), reflecting its location between the Bronx River to the west and the Hutchinson River to the east. On a clear day, the Throgs Neck Bridge can be seen from 10 miles (20 km) away from many parts of the city, while at night, the bridge's lights can also be seen. The City's seal, created in 1892, depicted what were then considered the highest points in Mount Vernon: Trinity Place near Fourth Street, Vista Place at Barnes Avenue, and North 10th Street between Washington and Jefferson places. Since then, it was discovered that the city's highest elevation is on New York Route 22, North Columbus Avenue, at the Bronxville line.

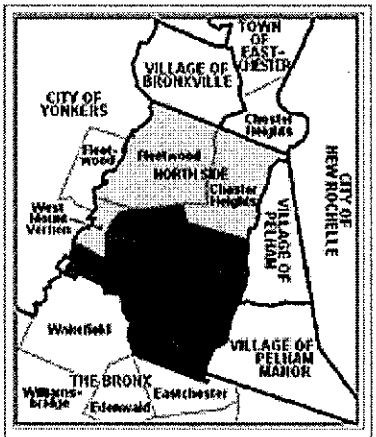
Neighborhoods

Mount Vernon is typically thought to be divided into four major sections in four square miles: Downtown, Mount Vernon Heights, North Side, and South Side.

Downtown

Downtown Mount Vernon features the Gramatan Avenue and Fourth Avenue shopping district (known as "The Avenue" by locals) and the Petrillo Plaza transit hub, and houses the city's central government.

Downtown is currently in the same condition it was 40 years ago. It features the same mid-century architecture and format, little changed, and struggles to keep up with the surrounding community's rapid development. Former mayor Clinton Young had vowed to make Mount Vernon a new epicenter with a new central business district. His failed plans included establishing commercial office space and rezoning to allow high density development in the downtown, as well as affordable and market rate housing.



Map of Mount Vernon's neighborhoods

Mount Vernon Heights

Mount Vernon Heights' highly elevated terrain has earned the moniker "The rolling hills of homes". It is home to the city's commercial corridor, along Sandford Boulevard (6th Street).

Sandford Blvd (6th Street)—also known as "Sandford Square"—is a certified commercial corridor, which anchors businesses such as Bed Bath & Beyond, Best Buy, Colonial Plaza (a strip mall), CVS Pharmacy, Famous Footwear, Hooperstown, Petco, Restaurant Depot, Staples, Stop and Shop, and Target. Sandford Square attracts residents from Mount Vernon, nearby communities in Westchester County and the Bronx, and shoppers from as far away as Connecticut via the Merrit Parkway and I-95, which merge onto the Hutchinson River Parkway.

The Circle at Lincoln and Gramatan Avenues

Most of the commercial development in this corridor has occurred since the 1980s. The area is still undergoing revitalization to encourage economic development within this 400-acre (1.6 km^2) of land situated along and around the boulevard.

North Side

Fleetwood Welcome Sign

Mount Vernon's North Side is one of the most ethnically diverse neighborhoods in Westchester County. The northern part of the city consists of five neighborhoods: Chester Heights, Estate Manor/Aubyn Estates, Fleetwood, Huntswood, and Oakwood Heights. In Fleetwood, many large co-op buildings line the center of town, which is bisected by Gramatan Avenue. The Huntswood and Estates sections are more affluent areas situated on the border between Mount Vernon and the Village of Bronxville, with property values ranging from high $400,000 to millions of dollars for single houses.

South Side

Mount Vernon's South Side, which abuts the The Bronx, resembles New York City and includes the neighborhoods Parkside and Southside. Numerous industrial businesses are located in Parkside, while the rest of Southside Mount Vernon features multi-family homes, apartment buildings, commercial businesses and housing projects.

Church in South Side

South Side Mount Vernon features notable city landmarks such as Brush Park, Hutchinson Field, the Boys and Girls Club, and St. Paul's Church National Historic Site. NBA basketball player Ben Gordon, who is from the South Side, has dedicated two playgrounds to the city: one on South Eighth Avenue, and the other at the Mount Vernon YMCA Family Center.

Demographics

2000 census data

As of the 2000 census,[7] 68,381 people, 27,048 households, and 18,432 families resided in the city. The population density was 14,290.3 people per square mile (5,792.7/km^2), with 28,558 housing units at an average density of 7,205.9 per square mile (3,509.3/km^2). The racial makeup of the city was 59.58% African American, 28.63% White, 10.48% Hispanic or Latino of any race, 4.85% from other races, 4.44% from two or more races, 2.12% Asian, 0.05% Pacific Islander, and 0.32% Native American. A significant proportion of the population is of Brazilian descent; Brazilians can be included in the African American, White, Multiracial and/or Latino categories. Similarly, a significant part of the Black and/or Latino population is of Caribbean origin.

There were 27,048 households, of which 40.9% were married couples living together, 31.1% had children under the age of 18 living with them, 37.2% were non-families, and 28.0% had a female householder with no husband present. 30.0% of all households were made up of individuals and 10.7% had someone living alone who was 65 years of age or older. The average household size was 2.63 and the average family size was 3.27.

In the city, the population was spread out with 25.3% under the age of 18, 8.3% from 18 to 24, 31.1% from 25 to 44, 22.4% from 45 to 64, and 12.9% who were 65 years of age or older. The median age was 36 years.

For every 100 females there were 82.3 males. For every 100 females age 18 and over, there were 76.9 males.

The median income for a household in the city was $47,128, and the median income for a family was $55,573. Males had a median income of $41,493 versus $37,871 for females. The per capita income for the city was $24,827. 13.9% of the population and 11.8% of families were below the poverty line. 12.7% of the population was 65 or older.

Cultures and ancestry

The city has an enormously diverse population for its size and is often considered a poster child for cities within the county for having such a large magnitude of diversity for a city of its size. Over 98 different nationalities call the city home. In just four square miles the city includes people whose ethnic backgrounds are Brazilian, Caribbean, Eritrean, Gambian, German, Italian, Indian], Korean, Mexican, Middle Eastern, Portuguese, and Puerto Rican.

The city has a large Brazilian community located in the neighborhoods just north and east of the downtown; it also has the largest West African and West Indian populations in the county. These groups mainly occupy the southwest corner of the city near The Bronx borderline.

Major ancestry groups reported by Mount Vernon residents include:

- Black or African American: 60%
- West Indian (excluding Hispanic groups): 17%
- Jamaican: 13%
- Italian: 11%
- Irish: 4%
- German: 3%
- Puerto Rican: 3%
- Sub-Saharan African: 3%
- Trinidadian: 3%
- Asian Indian: 2%
- Brazilian: 2%
- Mexican: 2%
- Portuguese: 2%
- Other Hispanic or Latino: 2%
- Barbadian: 1%
- British West Indian: 1%
- Central American:: 1%
- Colombian: 1%
- Dominican Republic: 1%
- English: 1%
- French (except Basque): 1%
- Greek: 1%
- Guyanese: 1%
- Haitian: 1%
- Polish: 1%
- Russian: 1%
- South American: 1%
- West Indian: 1%

Brazilian community

The 2000 census[7] reports that a significant proportion of the population is of Brazilian descent; Brazilians can be included in the African American, White, Multiracial and/or Latino categories. Estimates by the City of Mount Vernon and the Brazilian Consulate in New York indicate one in 10 people in Mount Vernon is from Brazil and two-thirds of those Brazilians are from Poços de Caldas.[8]

The Brazilian community is heavily concentrated in an area along and near West Lincoln Avenue, from its beginning at the corner of Mt. Vernon Avenue, going about half a mile down to Gramatan Avenue (N. Fourth Avenue), and has begun to expand into East Lincoln Avenue. Brazilian stores line commercial areas in these parts of Mount Vernon [especially within Gramatan Avenue (North Fourth Avenue), from the railroad tracks to Lincoln Avenue and adjacent blocks], and neighborhood public schools have brought in teachers and counselors who speak Portuguese. The language can be heard on the streets throughout this area.

The Brazilians living in Mount Vernon have also transformed their Brazilian hometown, pumping millions of dollars into its economy and helping to pay for new homes and businesses there. So important are these remittances that Brazilian journalist Walther Alvarenga has made Mount Vernon the focus of a series of documentaries for Brazilian public television called *New York, O Sonho Brasileiro* (*New York, the Brazilian Dream*).

In November 2005, Mayor Ernest D. Davis traveled to Poços de Caldas to sign a sister-city agreement to strengthen the bond between the two cities.[8]

Economy

Mount Vernon's three major employers are the Mount Vernon city school district with (1,021 employees), Michael Anthony Jewelers (712 employees), and Mount Vernon Hospital (700 employees).

Mount Vernon has a large commercial sector which boosts the city's economy, with industries such as electronics, engineering, high tech, historical metal restoration, and manufacturing mainly located in the Southside section of the city.

Mount Vernon also has an established Empire Zone for commercial and industrial use, located in the southern portion of the city, which has attracted manufacturing companies and nationally recognized businesses for major retailers and companies such as:

- Beacon Adhesives
- Bergamo Fabrics
- Century 21 Awnings
- Closets By Design
- Complete Plumbing & Heating
- Esm/Bekins Movers
- Formasano
- Furniture Restoration
- Granite Tops USA
- HalCraft USA
- Megamat Laundromat
- Metal Man Restoration LLC
- OWN Instruments
- Tiffany & Company
- Travers & Company
- WDF Greene
- Window Modes

Parks and recreation

The grandstand at Memorial Field

The city limits contain a number of city parks large and small,[9] and Willson's Woods Park, a 23-acre (93,000 m^2) county-owned park. One of the oldest parks in the county system, Willson's Woods offers a wave pool, water slides, and a spray deck and water playground, against the backdrop of an English Tudor style bathhouse. The park also has areas for picnicking and fishing.

Straddling the Fleetwood-Chester Heights border is Hunt's Woods, a county preserve taken over by the city in 1967. It is a small stretch of open woods with hiking and nature trails.

The grounds of Hutchinson Field, located on the southbound side of the Hutchinson River Parkway, include many outdoor minor-league fields and a batting cage, as well as the *Ice Hutch*, a domed sports complex where ice hockey is played indoors during the winter and indoor golf and tennis are available year-round.

Adjacent to Hutchinson Field is the stadium-like Memorial Field, which contains a track for running, a soccer/football field, and a tennis court.

Hooperstown, a sports facility located on Sanford Boulevard (6th Street), contracts basketball-court time to teams and leagues and use of the facility for baseball clinics. It also rents the facility to other businesses that may offer one-on-one training or fitness camps. It is not yet open to the public.

Events

Numerous events take place in Mount Vernon periodically during the year, both indoors and outdoors. For example, the city hosts many annual events, such as a Memorial Day parade in May, Ben Gordon Day (inspired by the NBA basketballer) in August, the Arts On Third Festival, which is the largest arts and entertainment festival in Westchester, NY over 50,000.people attend the one day festival in the month of September and a Veterans Day parade in November.

Government

The City of Mount Vernon is governed by a five-member City Council, a Mayor, and a Comptroller. As per the City Charter, in order to balance power, the Mayor runs every four years with two Council members, and the Comptroller runs two years after the Mayor with three Council members. Therefore, in 2015, the Mayor and two Council seats are up for re-election. Beyond the regular political powers of elected officials, the City of Mount Vernon also has a checks and balances voting session called the Board of Estimate (BofE).

Municipal Building

City Council

The City Council consists of five representatives, elected at-large, one of whom is the City Council President. The City Council President is appointed/elected by the existing City Council members. Under normal circumstances the Council Presidency is rotated, as are the Council Committee assignments as Chair of the four Council Committees. In recent years, the full rotation has ceased to reappoint the more experienced Councilmembers. The Council President also serves as Mayor, in the absence of the Mayor. This can occur when the Mayor is out of town, had resigned, or dies in office. When this happens the President Pro Tem becomes City Council President. And the Acting President Pro Tem becomes President Pro Tem. As of January 2014, the City Council President is Roberta L. Apuzzo. For the year of 2015, the City Council President will be Marcus A. Griffith, President ProTem will be J. Yuhanna Edwards, and Acting Pro Tem will be Roberta L. Apuzzo. The members of the City Council are Roberta L. Apuzzo, J. Yuhanna Edwards, former Councilman Marcus A. Griffith, Deborah Reynolds, and Richard Thomas. .[10] All elected members of the City Government are Democrats.[11]

Mayor

The current mayor is Ernest D. Davis, who also served as Mayor for three previous terms. In 2007, he was defeated by then County Legislator Clinton Young. Mayor Davis was re-elected 2011, beating out his opponents including the sitting Mayor Clinton Young, Comptroller Maureen Walker, Councilman J. Yuhanna Edwards, and Peter Sherril.[12]

Comptroller

In the last City election held in November 2013, Maureen Walker was re-elected as Comptroller. She ran unopposed. Maureen Walker is currently serving in her fifth four-year term. All elected members of the City Government are Democrats.J. Yuhanna Edwards, Roberta Apuzzo won their second-four year terms, and returning Councilman Marcus A. Griffith won a four-year council term.

Board of Estimate

The Board of Estimate is composed of the Mayor, the City Council President, and the Comptroller. The City Council President votes of behalf of the City Council. All monetary decisions including the Annual Budget and many legal ramifications must pass vote of the BofE. The Board of Estimate meets every Tuesday after the City Councils Wednesday Legislative Session.

Court system

The Mount Vernon city court is part of the New York State Unified Court System. It has three elected full-time judges who serve for ten years and one part-time associate judge who is appointed by the mayor for a period of eight years. The Judges of the Court are William Edwards, Mark Gross, and Helen Blackwood. Adam Seiden serves as an Associate Judge of the court. The Court handles a wide variety of cases including initial processing of all felony criminal cases; handling of all misdemeanor cases from inception through trial; civil proceedings with a limited monetary jurisdiction of up to $15,000; all landlord tenant cases originating in the city; small claims cases; and all vehicle and traffic law matters. The court is housed in the public safety complex which is adjacent to City Hall.

Municipal services

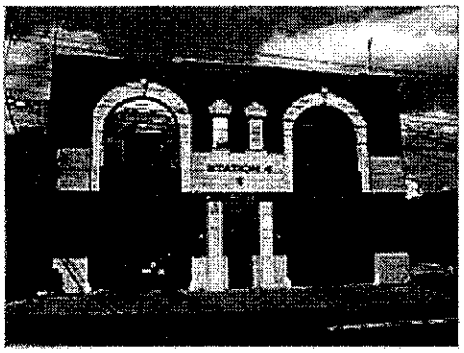
Fire department

The City of Mount Vernon is protected by the paid, full-time firefighters of the Mount Vernon Fire Department(FDMV). The FDMV operates out of 4 Fire Stations, located throughout the city, under the command of a Battalion/Deputy Chief per shift. The FDMV operates a fire apparatus fleet of 4 Engines, 3 Ladders, 1 Rescue(Cross-Staffed), 1 Field Support Unit, 1 Squad Support Unit, 1 Fleet Maintenance Unit, and numerous other special, support, and reserve units. Each piece of frontline fire apparatus is staffed by a driver and 1-2 firefighters. Currently, there are 14 firefighters on duty per shift. The Mount Vernon Fire Department responds to approximately 8,000 emergency calls annually. The current Acting Chief of Operations is Capt. Edward Stevenson and the current Fire Commissioner is James Gleason.[13]

Mount Vernon Fire Department (FDMV)	
Agency overview	
Annual calls	~8,000
Employees	~75
Staffing	Career
Commissioner	James Gleason
EMS level	First Responder BLS
Facilities and equipment	
Battalions	1
Stations	4
Engines	4
Trucks	3
Rescues	1

Fire station locations and apparatus

Below is a complete listing of all fire stations and apparatus locations in the city of Mount Vernon. Fire Headquarters is located at Fire Station # 6.



The quarters of Engine 204 on Oak St.

Engine Company	Ladder Company	Special/Spare Unit	Chief/Support Unit	Address	Neighborhood
Engine 203	Tower Ladder 61	Mask Service Unit 2, Engine 201(Spare), Engine 207(Spare), Ladder 64(Spare)	Car 2290(Transport Unit), Car 2292(Deputy Chief), Car 2293(Deputy Chief), Car 2298(Support Unit), Car 2299(Support Unit)	50 W. 3rd St.	Downtown
Engine 204		Engine 202(Spare)		9 Oak St.	West Mount Vernon
Engine 205	Ladder 63	Rescue 2, Squad Support Unit 3, Field Support Unit		435 S. Fulton Ave.	South Side
Engine 206	Ladder 62		Car 2291(Chief of Department)	470 E. Lincoln Ave.	North Side

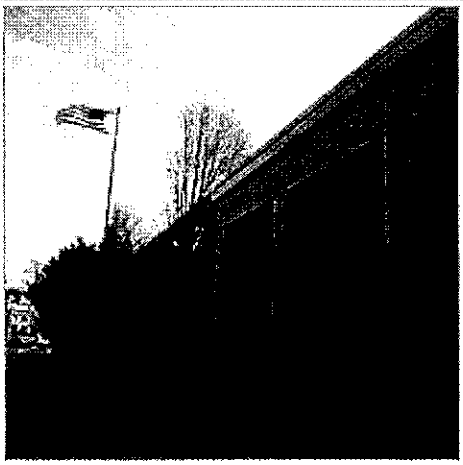
Police

Law enforcement services are provided by the Mount Vernon Police Department.

Education

Mount Vernon City School District consist of 11 elementary schools, two middle schools, two high schools and one alternative high school.

Elementary schools	Middle schools	High schools
Cecil H. Parker	A.B. Davis Middle	Mount Vernon High
Columbus	Longfellow Middle	Nellie A. Thornton High
Edward Williams		Nelson Mandela Alternative
Graham School		
Grimes		
Hamilton		
Lincoln		
Longfellow		
Pennington		
Traphagen		
William H. Holmes		


Hamilton Elementary

Westchester Community College has an extension site education facility, downtown.

In 2011, *The Journal News* featured an article titled "Region's Aging Schools Crumble as Finances Falter", by Cathey O'Donnell and Gary Stern. The article discussed several old school buildings within the region that were in disrepair, how much it would cost to fix them, and which if any might need to be demolished. The Mount Vernon school district was included in the article, which stated:

> "In Mount Vernon, meanwhile, where a high school wall collapsed last year, inspectors flagged buildings for insufficient smoke detectors, poor air quality, evidence of rodents and vermin, halls without emergency lighting and junction boxes with exposed live wires."[14]

Infrastructure

Transportation

Mass transit

In late 2005, the RBA Group conducted a study and found that over 5,000 commuters traverse the area on a daily basis; about 3,600 commuters use the Westchester County Bee-Line Bus System, and 1,500 use the Metro-North Railroad.

- Petrillo Plaza, adjacent to Metro North's Mount Vernon East station in downtown Mount Vernon, is the hub for Westchester's Bee-Line Bus System service in Mount Vernon. The Mount Vernon's taxi services operate from Petrillo Plaza as well.
- Bee-Line Bus routes serving Mount Vernon are 7, 40, 41, 42, 43, 52, 53, 54, 55, as well as the 91, which operates during the summer.[15]
- Two New York City Bus routes (MTA) serve two blocks in Mount Vernon: The Bx16 travels to Mundy Lane (S. 11th Avenue) between W. 5th Street (Nereid Avenue) and W. Sandford Blvd

(Pittman Avenue), and the FT 6X operates between Mount Vernon and the Bronx via Yonkers.[16]

- The Metro-North's north-south Harlem Line stops at Mount Vernon West and Fleetwood, both located on the western edge of Mount Vernon; the west-east New Haven Line stops at Mount Vernon East, in the heart of downtown.[17]
- Both the 2 5 trains (IRT White Plains Road Line) and the 5 train (IRT Dyre Avenue Line) of the New York City Subway system have terminals just south of the Mount Vernon border, served by the Bee-Line. The 2 train terminates at 241st Street in Wakefield. The 5 train terminates at Dyre Avenue in Eastchester. Additionally, the 5 goes to Nereid Avenue during rush hours in the peak direction. Both locations are within 5 minutes walking distance of Southside Mount Vernon.[18]

Parkways

Mount Vernon is served by three of the county's busiest parkways which link to New York City: the Bronx River Parkway, the Cross County Parkway, and the Hutchinson River Parkway. Additionally, I-95 and I-87 are both less than a mile from Mount Vernon's borders, offering both passenger car and truck access to the area.

Healthcare

115 year old Mount Vernon Hospital has 228 beds. It is part of the Montefiore Medical Group and provides in-patient, critical care, and ambulatory services to residents of Mount Vernon and neighboring communities. The hospital is most known for its premier Chronic Wound Treatment and Hyperbaric Center, which is one of the most advanced in the Northeast. It also offers a variety of services, including the Assertive Community Treatment Center (ACT), the Family Health and Wellness Center, the Hopfer School of Nursing, Hyperbaric Medicine, and Intensive Case Management.

Mount Vernon Hospital is one of four hospitals in the county that provides programs in medicine, nursing, surgery and podiatry. (Montefiore New Rochelle, White Plains Hospital, and Westchester Medical Center are the others.) The hospital has "some of the finest medical doctor educators on staff. There is a 92 percent pass rate on boards for medical residents."

Mount Vernon Hospital's emergency room treats 25,000 patients a year and is going to be expanded at a cost of $2.5 million, doubling its size from 9,000 square feet (800 m^2) to 18,500. The expansion plans include 15 private treatment rooms and upgrades to the waiting area, triage room and other areas in the emergency department.

The area around the hospital has many medical office buildings and treatment facilities which provide healthcare to residents living in Mount Vernon, the southeast section of Yonkers, and the north Bronx, which shares a border with the city. For example, Planned Parenthood Hudson Peconic, the Planned Parenthood affiliate that services New York's Putnam, Rockland, Suffolk and Westchester Counties, opened its first medical center in Mount Vernon in 1935; the affiliate remains a vital source for reproductive health care services to Mount Vernon residents.

Houses of worship

The city's previous motto was "A City That Believes". This is reflected in the houses of worship in the city that represent over 25 denominations.[19]

Notable people

- A.D.O.R.
- Camille Akeju[20]
- Lou Albano
- Ralph Branca
- John Branca
- Jonathan Briley
- Art Carney
- David Chase
- Dick Clark
- P. Diddy
- DMX (rapper)
- Andre Drummond
- DJ Eddie F
- Damion Easley
- Linda Fairstein
- Elise Finch
- Robin Givens
- Seth Godin
- Ben Gordon (basketball)
- Paul Grassi
- Rudy Hackett
- Mark Harris (author)
- Heavy D
- W.C. Heinz
- Michael Imperioli
- Kay Johnson
- Kevin Jones (basketball)
- Andy Karl
- Roz Kelly
- Harvey Kurtzman
- Benton MacKaye
- Johnny Marks[21]
- Rodney McCray (basketball)
- Scooter McCray
- Stephanie Mills
- Lowes Moore[22]
- Robin Morgan
- Robert Mosbacher
- Asia Nitollano
- Michael O'Keefe
- Floyd Patterson
- Sidney Poitier
- Adam Clayton Powell
- Phylicia Rashad[23]
- Leon Robinson
- Pete Rock
- Wayne Allyn Root
- Betty Shabazz

- Davetta Sherwood
- Ken Singleton
- Roy Smith
- J. B. Smoove
- Lionel Stander
- Al B. Sure!
- Denzel Washington
- Barbara Werle[24]
- E.B. White
- Eddie Williams
- Gus Williams
- Ray Williams
- Sylvia Woods

In popular culture

Advertisements

Memorial Field in Mount Vernon was used to film the classic "Mean Joe Greene" Coca-Cola commercial in May 1979.[25]

Movies

Multiple movies have been set in or featured Mount Vernon, such as:

- *Empty Places* (1999)[26]
- *The Thomas Crown Affair* (1999): shot a scene in Willson's Woods Park, which was transformed to look like Central Park; the Vernon Woods co-op complex was used to stage and store equipment during the scene.[27]
- *Riding in Cars with Boys* (2001)[27]
- *Eternal Sunshine of the Spotless Mind* (2004)[28]
- *The Suburbs* (web series) (2008–present)

Literature

In Edward Lewis Wallant's novel *The Pawnbroker* (1961), the main character Sol Nazerman lives in Mount Vernon.

See also

- New York portal

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External links

- City of Mount Vernon official website (http://www.cmvny.com/)
- Mount Vernon Public Library (http://www.mountvernonpubliclibrary.org)

Wikimedia Commons has media related to ***Mount Vernon, New York.***

Retrieved from "https://en.wikipedia.org/w/index.php?title=Mount_Vernon,_New_York&oldid=669993834"

Categories: Mount Vernon, New York | 1664 establishments in the Thirteen Colonies | Cities in New York | Cities in the New York metropolitan area | Cities in Westchester County, New York | Populated places established in 1664 | Populated places established in 1850

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NEW YORK STATE
UNIFORM FIRE PREVENTION + BUILDING CODE SUMMARY

SPRINKLERED BUILDING

1. Existing Use - Office (Group 'B')

2. Proposed Use - Office (Group 'B')

3. Building Construction Classification - Type 'IIB'.

4. Classification of Work - 'Alteration' as per NYSEBC. Chapters 5&6 are applicable.

5. There is no increase in non-compliance created by the proposed use.

6. There is no proposed increase in structural stress to the building.

7. 608 - Electrical work shall be in compliance with NEC and NSPA70 inclusive therein of all provisions of the NYS Fire Prevention Code.

8. Accessibility has been accommodated in the area of work in accordance with ICC-ANSI A117.1, unless technically infeasible.

9. The work area is less than 50 % of the flow area and the occupancy load has NOT been increased by 20 % or more. Therefore, there is no increase of plumbing fixtures required.

10. 609-The existing mechanical systems are intended to be maintained with branch duct work modifications required. Mechanical systems shall comply with K606.25 cfm (2.36L/f) per person of outdoor air, and not less than 15 cfm (7.07L/f) of ventilation air per person, or not less than the amount of ventilation air, as determined by the Indoor Air Quality Procedures ASHARAE62.

11. Elevators have been previously renovated and are not part of this work.

12. All interior finishes are Class 'A'.

13. The referenced building is not a sprinklered building.

14. Fire alarm and detection systems are provided in accordance with Section 907 of the NYS UNIFORM Fire PREVENTION AND BUILDING Code.

15. There is no boiler/furnace room on this floor.

16. All new work shall comply with the Building Code of New York State (2010), the Fire Code of New York State (2010), the Fuel Gas Code of New York State (2010), and the Mechanical & Plumbing Codes of New York State (2010).

17. Interior finishes at walls and ceilings shall comply with table 803.5 for flame spread classification. All interior finishes shall comply with chapter 8 & sections 801 - 806 of the Building Code of New York State (2010).

ABBREVIATIONS

AFF	ABOVE FINISH FLOOR
ACT	ACOUSTIC CEILING TILE
AC	AIR CONDITIONING
@	AT
AL	ALUMINUM
BLK	BLOCK
BRK	BRICK
BUR	BUILT UP ROOFING
BM	BEAM
C.	COURSES
CB	CATCH BASIN
CI	CAST IRON
CL	CENTER LINE
CR	CLOTHING ROD
CS	CAST STONE
CT	CERAMIC TILE
CO	CLEAN OUT
CEM	CEMENT
CLO	CLOSET
CLG	CEILING
COL	COLUMN
CONC	CONCRETE
CONSTR	CONSTRUCTION
CONT	CONTINUOUS
CONV	CONVECTOR
DA	DOUBLE ACTING
DF	DRINKING FOUNTAIN
DH	DOUBLE HUNG
DOP	DOOR OPENING
DIM	DIMENSIONS
DN	DOWN
DIA	DIAMETER
EA	EACH
EWC	ELECTRIC WATER COOLER
EL	ELEVATION
ELEC	ELECTRIC
ENCL	ENCLOSURE
EQL SP	EQUALLY SPACED
EXP JT	EXPANSION JOINT
FAI	FRESH AIR INTAKE
FD	FLOOR DRAIN
FDN	FOUNDATION
FEXT	FIRE EXTINGUISHER
FF	FINISHED FLOOR
FIN	FINISH
FLR	FLOOR
FPSC	FIREPROOF SELF CLOSING
FPRF	FIREPROOFING
FR	FIRE RESISTIVE
FS	FULL SIZE
FTG	FOOTING
GL	GLASS
GR	GRADE
GRL	GRILLE
GYP BD	GYPSUM BOARD
HC	HOSE CABINET
HM	HOLLOW METAL
HPT	HIGH POINT
HVAC	HEATING VENT & AIR CONDITIONING
HNDRL	HANDRAIL
HGT	HEIGHT
INSUL	INSULATION
JB	JUNCTION BOX
JC	JANITOR'S CLOSET
JT	JOINT
LPT	LOW POINT
LAV	LAVATORY
LDR	LEADER
MAS	MASONRY
MC	MEDICINE CABINET
MO	MASONRY OPENING
MS	MARBLE SADDLE
MFG	MANUFACTURING OR MANUFACTURER
NIC	NOT IN CONTACT
NTS	NOT TO SCALE
OC	ON CENTER
PNT	PAINT
PR	PAIR
PTN	PARTITION
PL	PLATE
PVMT	PAVEMENT
PT	PRESSURE TREATED
QT	QUARRY TILE
R	RISER
RA	RETURN AIR
RAD	RADIATOR
RD	ROOF DRAIN
REFR	REFRIGERATOR
REG	REGISTER
RESIL	RESILIENT
RM	ROOM
RO	ROUGH OPENING
RBR	RUBBER TILE
SA	SUPPLY AIR
SC	SOLID CORE
SP	STANDPIPE
SSK	SERVICE SINK
SST	STAINLESS STEEL
STD	STANDARD
STOR	STORAGE
STL	STEEL
ST	STREET
T	TREAD
T&B	TOP AND BOTTOM
TEL	TELEPHONE
TSL	TOP OF SLAB
TST	TOP OF STEEL
TC	TOP OF CONCRETE
TER	TERRAZZO
TW	TOP OF WALL
TYP	TYPICAL
UR	URINAL
UNFIN	UNFINISHED
UON	UNLESS OTHERWISE NOTED
VIF	VERIFY IN FIELD
VCT	VINYL COMPOSITION TILE
VWC	VINYL WALL COVERING
WC	WATER CLOSET
WGL	WIRE GLASS
WI	WROUGHT IRON
WD	WOOD
YD	YARD DRAIN

REFERENCE SYMBOLS

Drawing List

T-100.00 Title Sheet

A-100.00 Construction Plan East

The intent of this set of construction documents is to provide a complete and properly functioning space to be utilized for its designed purpose. The general contractor, construction manager, sub-contractor(s), supplier(s), and vendor(s) shall provide all labor and materials necessary to achieve a finished product capable of receiving a certificate of occupancy. Each contractor is obligated to examine the plans and if necessary, visit the site(s), so to be familiar with the actual conditions and requirements of the project. Any alleged discrepancies, ambiguities or unknowns, shall be immediately called to the attention of Combined Resources Consulting & Design, Inc., so that the matter may be resolved prior to the submission of a bid proposal. Each contractor, by submission of their bid, shall acknowledge that these documents are an adequate definition of the scope of work. Additional cost claims, based on any deficiency of construction documents, actual or not, will not be considered.

No	Submission	Date
-	Issued for Review	6/30/15

Site Plan

Dispensary

Mount Vernon

S. Columbus Avenue & Colonial Place

TYPICAL DEVICE LOCATION & HEIGHT LEGEND

Engineer:

Architect:

COMBINED RESOURCES CONSULTING AND DESIGN, INC.
30 NEWBRIDGE RD., SUITE 104
EAST MEADOW, NY 11554
P.516.644.2828 F.516.644.2820

Project / Owner:

Location: **Mount Vernon**
Colonial Place

Drawing: Title Sheet

Initial Dwg Date: 6/30/15	Drawn By: AP
Job No.: 15-116.03	Chk By: SF
Scale: As Noted	PG 1 OF 2
Dwg No: T-100.00	Seal & Sign:

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

The intent of this set of construction documents is to provide a complete and properly functioning space to be utilized for its designed purpose. The general contractor, construction manager, sub-contractor(s), supplier(s), and vendor(s) shall provide all labor and materials necessary to achieve a finished product capable of receiving a certificate of occupancy. Each contractor is obligated to examine the plans and if necessary, visit the site(s), so to be familiar with the actual conditions and requirements of the project. Any alleged discrepancies, ambiguities or unknowns, shall be immediately called to the attention of Combined Resources Consulting & Design, Inc., so that the matter may be resolved prior to the submission of a bid proposal. Each contractor, by submission of their bid, shall acknowledge that these documents are an adequate definition of the scope of work. Additional cost claims, based on any deficiency of construction documents, actual or not, will not be considered.

No	Submission	Date
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Engineer:

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30 NEWBRIDGE RD., SUITE 104
EAST MEADOW, NY 11554
P.516.644.2828 F.516.644.2820

Project / Owner:

Location:

Mount Vernon

Colonial Place

Drawing:

Construction Plan East

Initial Dwg Date: 6/30/15	Drawn By: AP
Job No.: 15-116.03	Chk By: SF
Scale: As Noted	PG 6 OF 2

Dwg No:

A-100.00

Seal & Sign:

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Appendix B: Architectural Program

A SEPARATE "APPENDIX B" SHALL BE COMPLETED FOR EACH SEPARATE BUILDING AND/OR FACILITY INCLUDED IN THE ORGANIZATION'S BUSINESS PLAN

COMPANY INFORMATION	
Business Name:	Nepenthea, LLC
Facility Type:	Manufacturing Facility ☐ Dispensing Facility ☑
Use and Occupancy Classification:	Retail, and professional office
Building Construction Type and Classification:	2b sprinklered, non combustible
Facility Address:	2523 Route 52, Hopewell Junctions, NY
Primary Contact Telephone number:	Chris Etts 1 516 903 8562
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 roof top Efficiency High,
Ventilation Requirements as per NYS energy code

☑ Cooling System: Type ELEC, Size 15 ton, Efficiency High,
Ventilation Requirements _____

☑ Ventilation & Humidification Systems:
Type ELEC., Size 15 ton, Efficiency HIGH,
Ventilation Requirements _____

☑ Electrical Distribution Available Ex. 400A

☑ Water Supply: Municipal Water Service M or Private Well Water _____

☑ Sewage: Municipal Sewer System M or Private Septic System _____

☐ Emergency Power System:
Type Battery, Size in fixtures Efficiency high,

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

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
2	Combustible Storage	413		All combustible storage areas and rooms, as per applicable Building and Fire Codes. Identify all combustible stored materials, area and room dimensions, all required fire separations, and exit requirements.	NR	NR
3	Hazardous Materials	414		All hazardous materials stored or used as per applicable Building and Fire Codes. Identify all combustible stored materials, area and room dimensions, all required fire separations, and exit requirements.	NR	NR
4	Hazardous Materials Control Areas	414.2		Provide additional information indicating number, size, materials stored, and quantity of each material.		
5	Building Area & Height	501-507		Provide the building area & height Provide all calculations and cite applicable code sections for increased Building Area & Heights allowed per building code(s).	2 STORY 14,000SF	2 STORY 6090 sf part of 1st floor
6	Incidental Use Areas	508.2		Identify all Incidental Use Areas and required fire separation of occupancies on Building Plans.	No Separation Required	Boiler Room No Separation required

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
7	Mixed Occupancies	508.3		Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	M/B	M/B
8	Nonseparated Uses	508.3.2		Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	M/B	M/B
9	Separated Uses (Ratio < 1)	508.3.3		Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	NR	NR
10	Construction Classification	602		Provide Construction Classification per each building included in Application.	5A	5A
11	Fire Resistance Rating Reqm't for Building Elements	Table 601		Provide Fire Resistance Rating per each building element as per Table 601. Identify rating & elements on Building Plans.	0 HOUR	0 HOUR

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
12	Exterior Wall Fire-Resistance Rating	Table 602		Identify required fire resistance rating of exterior walls on Building Plan(s).	0 HR	0 HR
13	Exterior Fire Separation Distance	Table 602		Identify required fire separation distance of exterior walls between Buildings on Plan.	NA	NA
14	Fire Walls	705		Provide code information and identify all applicable required Fire Wall(s) and fire resistance requirement on Building Plans.	NA	NA
15	Fire Barriers	706		Provide code information and identify all applicable required Fire Barrier(s) and fire resistance requirement on Building Plans,	NA	NA
16	Shaft Enclosures	707		Provide code information and identify all applicable required Shaft Wall(s) and fire resistance requirement on Building Plans.	NA	NA
17	Fire Partitions	708		Provide code information and identify all applicable required Fire Partition(s) and fire resistance requirement on Building Plans.	NR	NR

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
18	Horizontal Assemblies	711		Provide code information and identify all applicable required Horizontal Assemblies and fire resistance requirement on Building Plans.	NR	NR
19	Fire Protection: Sprinkler System	903		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.	Sprinkler system	Sprinkler System
20	Alt. Fire Extinguishing System	904		Provide code information of all applicable requirements for Alternative Automatic Fire-Extinguishing Systems with code section(s) cited.	NA	NA
21	Standpipe System	905		Provide code information of all applicable requirements for Standpipe Systems with code section(s) cited.	NA	NA
22	Fire Alarm & Detection Systems	907		Provide code information of all applicable requirements for Fire Alarm System(s) with code section cited. Indicate Type of Fire Alarm System ☑ Addressable ☐ Hardwired (zoned)	Full FA System	Full FA System

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
23	Emergency Alarm System	908		Provide code information of all applicable requirements for Emergency Alarm Systems with code section cited.	Full FA System	Full FA System
24	Fire Department Connections	912		Identify Fire Department connections in accordance with NFPA applicable standard.	Required	Provided
25	Exits	1001.1 &2		Identify on the Building Plans and documents, per each door, the following information: door width, door height, direction of swing, type of construction, hourly rating, and door closures.	min. 3' doors required	Min. 3' doors provided
26	Occupant Load	1004 & Table 1004.1.1		Identify the use/name of each room, dimensions of each room, and Occupant Loads per each room on the Building Plans.	MERCANTILE 60 GROSS	MERCANTILE 60 GROSS
27	Egress Width	1005		Provide egress widths & cite applicable code section(s) and requirement(s) on the Building Plans	Min. 3'-0"	2: 3'-0" Provided
28	Accessible Means of Egress	1007.1		Provide accessible means of egress as per Section 1007 & cite applicable code section(s) and requirement(s) on the Building Plans.	Required	Complies

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
29	Doors, Gates, and Turnstiles	1008		Means of egress doors shall meet the requirements of this section.	3'	3'
30	Interior Stairs	1009		Identify the following information for each stairway on the Building Plan(s): the width of stairways; the height, width, depth and number of risers and treads; dimensions of landings; stairway construction type; and handrail height.	NA	NA
31	Ramps	1010.1		Identify the following information of each ramp, on the Building Plan(s): width; total vertical rise; length of ramp; and handrail height.	NA	NA
32	Common Path of Travel	1014.3		Identify on the Building Plan(s): the length of the "Common Path of Travel" per each room as per applicable building code requirements.	100'	<100'
33	Exit Doorway Arrangement	1015		Identify on the Building Plan(s): applicable building code requirements for all Exits and Exit Access Doorways per each room and required exits in all buildings.	Required	Complies
34	Corridor Fire Rating	1017.1		Identify, on the Building Plan(s): all corridors with required fire resistance and the applicable fire rating.	NR (0)	NR (0)

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
35	Corridor Width	1017.2		Identify on the Building Plan(s): the width of all corridors. Provide applicable code section(s) and requirement(s).	36"	48"
36	Dead End Corridor	1017.3		Corridors shall not exceed the maximum dead end corridor length as per applicable code.	20'	20'
37	Number of Exits and Continuity	1019		Identify on the Building Plan(s): required number of exits, continuity and arrangement as per the applicable code requirements.	1 Required	2 Provided
38	Vertical Exit Enclosures	1020		Identify on the Building Plan(s): all applicable code requirements for each Vertical Exit Enclosure.	NA	NA
39	Exit Passageways	1021		Identify on the Building Plan(s): all applicable code requirements for each Exit Passageway.	NR	NR
40	Horizontal Exits	1022		Identify on the Building Plan(s): all applicable code requirements for each Horizontal Exit.	NR	NR

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
41	Exterior Exit Ramps & Stairways	1023		Identify on the Building Plan(s): all applicable code requirements for each exterior exit ramps and stairways.	NA	NA
42	Exit Discharge	1024		Identify on the Building Plan(s): all applicable code requirements for each Exit Discharge.	1 person per 60 sf	1 person per 60 sf
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.	required	Complies
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).	Compliance to extent possible	NYS energy code compliance
45	Emergency & Standby Power	2702.1		Identify emergency & Standby Power locations and specifications of the system to be provided.	Required	Emergency Battery Packs Provided exit signs and lights
46	Smoke Control Systems	2702.2.2		Identify the Standby power for smoke control systems in accordance with Section 909.11 of NYS Building Code.	NR	NR

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).	Mercantile 1 df, 1 wc, 1 lav 1 jc	1 df, 1 wc, 1 lav, 1jc d1 jc,
48	Available Street Water Pressure			Provide the available street or well water pressure.	NR	60
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.	Required	Complies

Coordinates: 41°35′N 73°48′W

Hopewell Junction, New York

From Wikipedia, the free encyclopedia

Hopewell Junction is a hamlet (and census-designated place) in Dutchess County, New York, United States. The population was 376 at the 2010 census. It is part of the Poughkeepsie–Newburgh–Middletown, NY Metropolitan Statistical Area as well as the larger New York–Newark–Bridgeport, NY-NJ-CT-PA Combined Statistical Area.

Hopewell Junction is located within the Town of East Fishkill. It was originally a railroad junction where the Newburgh, Dutchess and Connecticut Railroad met the New York and New England Railroad and Dutchess County Railroad. All three became part of the New York, New Haven and Hartford Railroad system, and the ND&C to the southwest and the NY&NE are now owned by the Housatonic Railroad and used by Metro-North for equipment moves between its Hudson Line and Harlem Line. The railroad that goes through Hopewell is no longer in use, the closest one is the New Haven line.

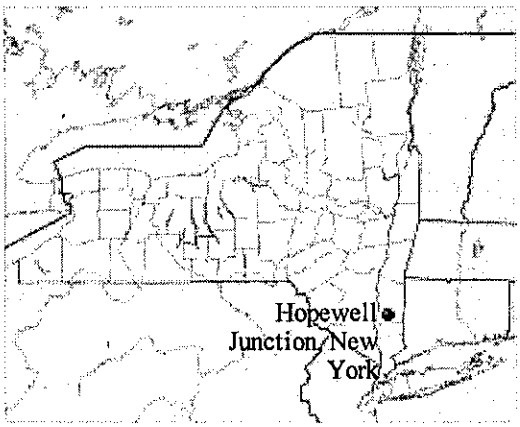
It was ranked #31 on Money Magazine's Most Desirable Places to Live for 2005.[1]

Contents

- 1 Geography
- 2 Demographics
- 3 Transportation
- 4 Notable residents
- 5 References
- 6 External links

Geography

Hopewell Junction is located at 41°35′N 73°48′W (41.584, -73.806).[2]

Hopewell Junction, New York	
CDP	
The former depot that served the junction of ND&C, NY&NE, and DCR for which the community was named	
 Location within the state of New York Coordinates: 41°35′N 73°48′W	
Country	United States
State	New York
County	Dutchess
Area	
• **Total**	2.8 sq mi (7.3 km2)
• **Land**	2.8 sq mi (7.3 km2)
• **Water**	0.0 sq mi (0.0 km2)
Elevation	246 ft (75 m)
Population (2010)	
• **Total**	2,610
Time zone	Eastern (EST) (UTC-5)

According to the United States Census Bureau, the CDP has a total area of 2.8 square miles (7.3 km^2), all land.

• **Summer (DST)**	EDT (UTC-4)
ZIP code	12533
Area code(s)	845 Exchanges: 221, 226, 227
FIPS code	36-35573
GNIS feature ID	0953194

Demographics

The NY 376 and NY 82 junction, which is located in Hopewell Junction

As of the census[3] of 2000, there were 2,610 people, 894 households, and 688 families residing in the CDP. The population density was 923.4 per square mile (356.1/km²). There were 914 housing units at an average density of 323.4/sq mi (124.7/km²). The racial makeup of the CDP was 92.26% White, 1.80% African American, 0.27% Native American, 3.91% Asian, 0.42% from other races, and 1.34% from two or more races. Hispanic or Latino of any race were 3.98% of the population.

There were 894 households out of which 42.4% had children under the age of 18 living with them, 65.9% were married couples living together, 8.1% had a female householder with no husband present, and 23.0% were non-families. 19.6% of all households were made up of individuals and 5.8% had someone living alone who was 65 years of age or older. The average household size was 2.91 and the average family size was 3.37.

In the CDP the population was spread out with 20.9% under the age of 18, 6.5% from 18 to 24, 29.1% from 25 to 44, 35.5% from 45 to 64, and 10.0% who were 65 years of age or older. For every 100 females there were 96.7 males. For every 100 females age 18 and over, there were 94.9 males.

The median income for a household in the CDP was $106,042, and the median income for a family was $135,625.[4] Males had a median income of $49,750 versus $33,092 for females. The per capita income for the CDP was $26,844. About 2.3% of families and 4.3% of the population were below the poverty line, including 5.3% of those under age 18.

Transportation

Hopewell Junction is served by Dutchess LOOP's route F.[5][6]

Notable residents

Technology historian and archivist Jason Scott

World War I Ambulance Driver,[7] Newberry Holbrook [8]

San Francisco Giants starting second baseman and World Series champion, Joe Panik [9]

DJ Paceone

Laura Anjos, fashion model

References

1. [1] (http://money.cnn.com/magazines/moneymag/bplive/2005/snapshots/46214.html)
2. "US Gazetteer files: 2010, 2000, and 1990" (http://www.census.gov/geo/www/gazetteer/gazette.html). United States Census Bureau. 2011-02-12. Retrieved 2011-04-23.
3. "American FactFinder" (http://factfinder2.census.gov). United States Census Bureau. Retrieved 2008-01-31.
4. http://factfinder2.census.gov/faces/tableservices/jsf/pages/productview.xhtml?pid=ACS_11_5YR_DP03
5. http://www.dutchessny.gov/loopbus/
6. http://www.co.dutchess.ny.us/CountyGov/Departments/MassTransit/looprtfmonfri.pdf
7. http://net.lib.byu.edu/estu/wwi/memoir/AFShist/Mem3.htm#NHolbrook
8. http://archive.org/stream/rollofhonorcitiz00newy#page/34/mode/2up
9. McMann, Sean T. (4 August 2014). "Joe Panik: Q&A with Giants' infielder" (http://www.poughkeepsiejournal.com/story/sports/baseball/2014/08/04/panik-qna/13588811/). Gannett. Poughkeepsie Journal. Retrieved 23 August 2014.

External links

- "Historic Hopewell Junction" video (http://www.youtube.com/watch?v=X1oMCVZZi0s)

Wikimedia Commons has media related to ***Hopewell Junction, New York***.

Retrieved from "https://en.wikipedia.org/w/index.php?title=Hopewell_Junction,_New_York&oldid=667822139"

Categories: Census-designated places in New York | Hamlets in New York | Poughkeepsie–Newburgh–Middletown metropolitan area | Census-designated places in Dutchess County, New York | Hamlets in Dutchess County, New York

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NEW YORK STATE
UNIFORM FIRE PREVENTION + BUILDING CODE SUMMARY

SPRINKLERED BUILDING

1. Existing Use - Office (Group 'B')

2. Proposed Use - Office (Group 'B')

3. Building Construction Classification - Type '1IB'.

4. Classification of Work - 'Alteration' as per NYSEBC. Chapters 5+6 are applicable.

5. There is no increase in non-compliance created by the proposed use.

6. There is no proposed increase in structural stress to the building.

7. 608 - Electrical work shall be in compliance with NEC and NSPA70 inclusive therein of all provisions of the NYS Fire Prevention Code.

8. Accessibility has been accommodated in the area of work in accordance with ICC-ANSI A117.1, unless technically infeasible.

9. The work area is less than 50 % of the flow area and the occupancy load has NOT been increased by 20 % or more. Therefore, there is no increase of plumbing fixtures required.

10. 604-The existing mechanical systems are intended to be maintained with branch duct work modifications required. Mechanical systems shall comply with K606.25 cfm (2.36L/f) per person of outdoor air, and not less than 15 cfm (7.07L/f) of ventilation air per person, or not less than the amount of ventilation air, as determined by the Indoor Air Quality Procedures ASHARAE62.

11. Elevators have been previously renovated and are not part of this work.

12. All interior finishes are Class 'A'.

13. The referenced building is not a sprinklered building.

14. Fire alarm and detection systems are provided in accordance with Section 907 of the NYS UNIFORM Fire PREVENTION AND BUILDING Code.

15. There is no boiler/furnace room on this floor.

16. All new work shall comply with the Building Code of New York State (2010), the Fire Code of New York State (2010), the Fuel Gas Code of New York State (2010), and the Mechanical & Plumbing Codes of New York State (2010).

17. Interior finishes at walls and ceilings shall comply with table 803.5 for flame spread classification. All interior finishes shall comply with chapter 8 & sections 801 - 806 of the Building Code of New York State (2010).

ABBREVIATIONS

AFF	ABOVE FINISH FLOOR	FF	FINISHED FLOOR	PVMT	PAVEMENT
ACT	ACOUSTIC CEILING TILE	FIN	FINISH	PT	PRESSURE TREATED
AC	AIR CONDITIONING	FLR	FLOOR	QT	QUARRY TILE
@	AT	FPSC	FIREPROOF SELF CLOSING		
AL	ALUMINUM	FPRF	FIREPROOFING	R	RISER
		FR	FIRE RESISTIVE	RA	RETURN AIR
BLK	BLOCK	FS	FULL SIZE	RAD	RADIATOR
BRK	BRICK	FTG	FOOTING	RD	ROOF DRAIN
BUR	BUILT UP ROOFING			REFR	REFRIGERATOR
BM	BEAM	GL	GLASS	REG	REGISTER
C	COURSES	GR	GRADE	RESIL	RESILIENT
CB	CATCH BASIN	GRIL	GRILLE	RM	ROOM
CI	CAST IRON	GYP BD	GYPSUM BOARD	RO	ROUGH OPENING
CL	CENTER LINE			RUBR	RUBBER TILE
CR	CLOTHING ROD	HC	HOSE CABINET		
CS	CAST STONE	HM	HOLLOW METAL	SA	SUPPLY AIR
CT	CERAMIC TILE	HPT	HIGH POINT	SC	SOLID CORE
CO	CLEAN OUT	HVAC	HEATING VENT & AIR	SP	STANDPIPE
CEM	CEMENT		CONDITIONING	SSK	SERVICE SINK
CLO	CLOSET	HNDRL	HANDRAIL	SST	STAINLESS STEEL
CLG	CEILING	HGT	HEIGHT	STD	STANDARD
COL	COLUMN			STOR	STORAGE
CONC	CONCRETE	INSUL	INSULATION	STL	STEEL
CONSTR	CONSTRUCTION			ST	STREET
CONT	CONTINUOUS	JB	JUNCTION BOX	T	TREAD
CONV	CONVECTOR	JC	JANITOR'S CLOSET	T&B	TOP AND BOTTOM
		JT	JOINT	TEL	TELEPHONE
DA	DOUBLE ACTING			TOS	TOP OF SLAB
DF	DRINKING FOUNTAIN	LPT	LOW POINT	TST	TOP OF STEEL
DH	DOUBLE HUNG	LAV	LAVATORY	TC	TOP OF CONCRETE
DOP	DOOR OPENING	LDR	LEADER	TER	TERRAZZO
DIM	DIMENSIONS			TW	TOP OF WALL
DN	DOWN	MAS	MASONRY	TYP	TYPICAL
DIA	DIAMETER	MC	MEDICINE CABINET		
		MO	MASONRY OPENING	UR	URINAL
EA	EACH	MS	MARBLE SADDLE	UNFIN	UNFINISHED
ENC	ELECTRIC WATER COOLER	MFG	MANUFACTURING OR	UON	UNLESS OTHERWISE
EL	ELEVATION		MANUFACTURER		NOTED
ELEC	ELECTRIC	NIC	NOT IN CONTACT	VIF	VERIFY IN FIELD
ENCL	ENCLOSURE	NTS	NOT TO SCALE	VCT	VINYL COMPOSITION TILE
EQL SP	EQUALLY SPACED				
EXP JT	EXPANSION JOINT	OC	ON CENTER	VWC	VINYL WALL COVERING
				WC	WATER CLOSET
FAI	FRESH AIR INTAKE	PNT	PAINT	WGL	WIRE GLASS
FD	FLOOR DRAIN	PR	PAIR	WI	WROUGHT IRON
FDN	FOUNDATION	PTN	PARTITION	WD	WOOD
FEXT	FIRE EXTINGUISHER	PL	PLATE	YD	YARD DRAIN

REFERENCE SYMBOLS

SECTIONS OR ELEVATIONS
- LETTER USED FOR BUILDING SECTIONS OR FOR ELEVATIONS
- DRAWING NUMBER WHERE SECTION OR ELEVATION APPEARS
- LOCATION OF CUT

DETAIL
- NUMBER USED FOR DETAIL
- DRAWING NUMBER WHERE DETAIL APPEARS

DETAIL ENLARGEMENT
- NUMBER OF DETAIL
- DRAWING NUMBER WHERE DETAIL APPEARS
- AREA BEING ENLARGED DEFINED BY DASHED LINE

DETAIL ELEVATION AND/OR SECTION IDENTIFICATION
- NUMBER IF DETAIL/LETTER IF ELEVATION OR SECTION

FLOOR PLAN
SCALE: 1/4"=1'-0"

INTERIOR ELEVATIONS
- DRAWING NUMBER WHERE ELEVATIONS APPEAR
- ELEVATION NUMBERS

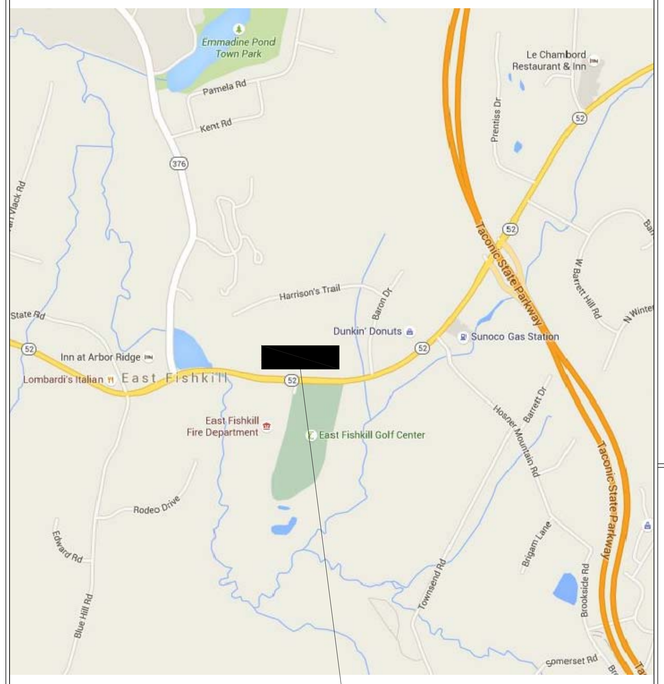
COLUMN NUMBERING
- VERTICAL GRID IS ALPHABETICAL READING FROM LEFT TO RIGHT
- GRID CENTERLINE
- HORIZONTAL GRID IS NUMERICAL READING FROM TOP TO BOTTOM OF SHEET
- GRID CENTERLINE
- THE INTERSECTION OF THE HORIZONTAL GRID LINES READ 'COLUMN B3'

- CENTERLINES, FLOOR LINES IN EXTERIOR ELEVATION, PROJECTED LINES
- PROPERTY LINES, BOUNDRY LINES, SECTION CUT LINES, OUTLINE OF EQUIPMENT BY OTHERS
- ITEMS ABOVE OR BEHIND (DESCRIBED BY NOTE)
- ROOM NUMBER (SEE FINISH SCHED.)
- DOOR NUMBER (SEE DOOR SCHED.)
- REVISION NUMBER
- WINDOW TYPE (SEE WINDOW SCHED.)
- PARTITION TYPE (SEE WALL TYPES)

Drawing List

T-100.00 Title Sheet

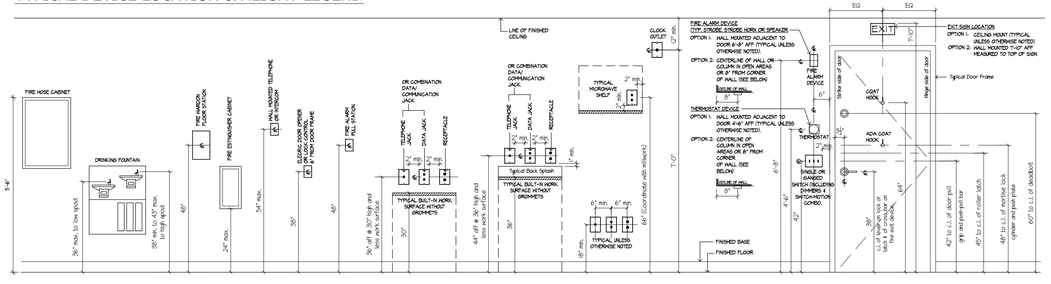
A-100.00 Construction Plan East



Site Plan

Dispensary
Hopewell Junction
Building 2, Route 52

TYPICAL DEVICE LOCATION & HEIGHT LEGEND



The intent of this set of construction documents is to provide a complete and properly functioning space to be utilized for its designed purpose. The general contractor, construction manager, sub-contractor(s), supplier(s), and vendor(s) shall provide all labor and materials necessary to achieve a finished product capable of receiving a certificate of occupancy. Each contractor is obligated to examine the plans and if necessary, visit the site(s), so to be familiar with the actual conditions and requirements of the project. Any alleged discrepancies, ambiguities or unknowns, shall be immediately called to the attention of Combined Resources Consulting & Design, Inc., so that the matter may be resolved prior to the submission of a bid proposal. Each contractor, by submission of their bid, shall acknowledge that these documents are an adequate definition of the scope of work. Additional cost claims, based on any deficiency of construction documents, actual or not, will not be considered.

-	Issued for Review	6/30/15
No	Submission	Date

Engineer:

Architect:

COMBINED RESOURCES CONSULTING AND DESIGN, INC.

30 NEWBRIDGE RD., SUITE 104
EAST MEADOW, NY 11554
P.516.644.2828 F.516.644.2820

Project / Owner:

Location:
Hopewell Junction
Building 2, Route 52

Drawing:
Title Sheet

Initial Dwg Date: 6/30/15	Drawn By: AP
Job No.: 15-116.01	Chk By: SF
Scale: As Noted	PG 1 OF 2

Dwg No: **T-100.00**

Seal & Sign:

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S:\PROJECTS\15-116-055 N. Research Dr\15-116.01 Hopewell Junction Dispensary\Construction\15-116.01 Cover Sheet.dwg

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

The intent of this set of construction documents is to provide a complete and properly functioning space to be utilized for its designed purpose. The general contractor, construction manager, sub-contractor(s), supplier(s), and vendor(s) shall provide all labor and materials necessary to achieve a finished product capable of receiving a certificate of occupancy. Each contractor is obligated to examine the plans and if necessary, visit the site(s), so to be familiar with the actual conditions and requirements of the project. Any alleged discrepancies, ambiguities or unknowns, shall be immediately called to the attention of Combined Resources Consulting & Design, Inc., so that the matter may be resolved prior to the submission of a bid proposal. Each contractor, by submission of their bid, shall acknowledge that these documents are an adequate definition of the scope of work. Additional cost claims, based on any deficiency of construction documents, actual or not, will not be considered.

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EAST MEADOW, NY 11554
P.516.644.2828 F.516.644.2820

Project / Owner:

Location:

Hopewell Junction

Building 2, Route 52

Drawing:

Construction Plan East

Initial Dwg Date: 6/30/15	Drawn By: AP
Job No.: 15-116.01	Chk By: SF
Scale: As Noted	PG 2 OF 2

Dwg No:

A-100.00

Seal & Sign:

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S:\PROJECTS\15-116.05\A Research Dir\15-116.01 Hopewell Junction\Dwg\Contract\15-116.01 Con Docs.dwg

DEVICE LEGEND

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