



Teddy C. Scott, Ph.D.

1140 Lake Street
Suite 304
Oak Park, Illinois 60301
teddy.scott@pharmacann.com
708.369.8281

Via Hand Delivery

June 5, 2015

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

Re: PharmaCann, LLC – Application for Registration as a Registered Organization

Dear Sir or Madam:

On behalf of PharmaCann, LLC d/b/a PharmaCannis (collectively “PharmaCann”), enclosed please find an Application for Registration as a Registered Organization under New York State’s Medical Marijuana Program.

PharmaCann is not a group of consultants that came together to achieve a New York license under the aegis of a shell company, custom built for application purposes. PharmaCann is a real, operating company in Illinois with significant operating capital. Notably, PharmaCann did not create a separate New York entity. Rather, we bring real operating experience, expertise, reputation and commitment to New York under PharmaCann LLC.

PharmaCann is a medical marijuana company that holds six (6) licenses in Illinois. PharmaCann was awarded the licenses after an extremely competitive process overseen by the Illinois Departments of Public Health, Financial and Professional Regulation, and Agriculture. PharmaCann was the top grantee of the 369 applicants.

PharmaCann, its founders, and investors have been vigorously vetted in Illinois by state regulators and the media. Founders Teddy Scott and John Leja are accomplished Intellectual Property professionals dedicated to providing access to pharmaceutical-grade medicinal cannabis to patients suffering from serious diseases. Mr. Scott holds a Ph.D. in molecular biophysics and has more than twenty years experience working with pharmaceutical and biotech development.

PharmaCann is guided by an advisory board and senior management of highly sophisticated professionals from pharmaceutical, agricultural and public-facing industries.

PharmaCann's three lead horticulturists have decades of experience with leading commercial operations, including Gotham Greens, Syngenta Flowers, Inc. and Ball Horticultural Company. PharmaCann's production operations are led by chemical engineers with Fortune 125 experience developing standards, processes and quality controls necessary to produce a consistent, pure and safe product. Its advisors and researchers are leaders at the nation's top research universities, including The John Hopkins University, Columbia University and the University of Chicago.

PharmaCann's experience includes designing and building sophisticated greenhouse manufacturing facilities. In Illinois, under a similar six (6) month time requirement and using its "fast start" program, PharmaCann built a 37,000 sf. and 45,000 sf. greenhouse/manufacturing facility. PharmaCann will employ a similar design and design/construction team in New York.

PharmaCann is a financially sound company with \$45 million in private equity. PharmaCann is well-equipped to meet New York's criteria for manufacturing consistent and quality medical marijuana products in sufficient quantities in a safe and secure environment.

We are pleased and excited to be part of this tremendous opportunity to bring medical marijuana to the Empire State.

Finally, due to the sensitive nature of the documents contained within this application (including but not limited to confidential commercial information and trade secrets), as well as all accompanying attachments and appendices, please accept this correspondence as a formal request for an exemption to disclosure under the New York Freedom of Information Law and notification prior to disclosure, pursuant to subdivision 5 of section 89 of the New York Public Officers Law.

Thank you for your attention to this matter.

Best regards,

A handwritten signature in black ink, appearing to read "Teddy C. Scott". The signature is written in a cursive, flowing style.

Teddy C. Scott, Ph.D.
Chief Executive Officer
PharmaCann, LLC



Teddy C. Scott, Ph.D.

1140 Lake Street
Suite 304
Oak Park, Illinois 60301
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June 5, 2015

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

Re: PharmaCann, LLC – Application for Registration as a Registered Organization

Dear Sir or Madam:

In connection with the application of PharmaCann, LLC d/b/a PharmaCannis (collectively “PharmaCann”) to become registered as a Medical Marijuana Registered Organization under 10 NYCRR §1004.5(b)(6), we would like to share with you some pertinent information regarding PharmaCann.

PharmaCann is not a group of consultants that came together to achieve a New York license under the aegis of a shell company, custom built for application purposes. PharmaCann is a real, operating company in Illinois with significant operating capital. Notably, PharmaCann did not create a separate New York entity. Rather, we bring real operating experience, expertise, reputation and commitment to New York under PharmaCann LLC.

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PharmaCann is a financially sound company with \$45 million in private equity. PharmaCann is well-equipped to meet New York's criteria for manufacturing consistent and quality medical marijuana products in sufficient quantities in a safe and secure environment.

In conclusion, we are pleased and excited to be part of this tremendous opportunity to bring medical marijuana to the Empire State.

Best regards,

A handwritten signature in black ink, appearing to read "Teddy C. Scott". The signature is fluid and cursive, with the first name "Teddy" being the most prominent.

Teddy C. Scott, Ph.D.
Chief Executive Officer
PharmaCann, LLC

Attachment A

Identification of Real Property



PharmaCann

Attachment A – Identification of Real Property

Summary of Attachment

Item 80 – Attachment A - PharmaCann’s Identification of All Real Property

In connection with the application of PharmaCann, LLC to become registered as a Medical Marijuana Registered Organization under 10 NYCRR §1004.5(b)(6), we would like to share with you some pertinent information regarding PharmaCann, LLC. d/b/a PharmaCannis (collectively “PharmaCann”). PharmaCann, LLC is a medical marijuana company that holds six (6) licenses in Illinois. PharmaCann was awarded the licenses after an extremely competitive process overseen by the Illinois Departments of Public Health, Financial and Professional Regulation, and Agriculture. PharmaCann was the top grantee of the 369 applicants.

PharmaCann, its founders and investors have been vigorously vetted in Illinois by state regulators and the media. Founders Teddy Scott and John Leja are accomplished Intellectual Property professionals dedicated to providing access to pharmaceutical-grade medicinal cannabis, while protecting the public health and safety. Mr. Scott holds a Ph.D. in molecular biophysics and has more than twenty years’ experience working with pharmaceutical and biotech development. PharmaCann is guided by an advisory board and senior management of highly sophisticated professionals from pharmaceutical, agricultural and public-facing industries.

In New York, PharmaCann has executed a purchase and sale agreement for a 41 acre parcel of real property in Orange County known as the Hudson Valley Crossings, located at 600 Neelytown Road, Montgomery, New York. The Hudson Valley Crossings property is ideal for construction of a manufacturing facility and is truly shovel-ready. The property has all of its approvals in place and is certified as a “Build Now NY” site certified by the Empire State Development Corporation. PharmaCann selected this site because of its central geographic location and ability to start construction as soon as possible.

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

I. Cultivation and Manufacturing Facility: Orange County

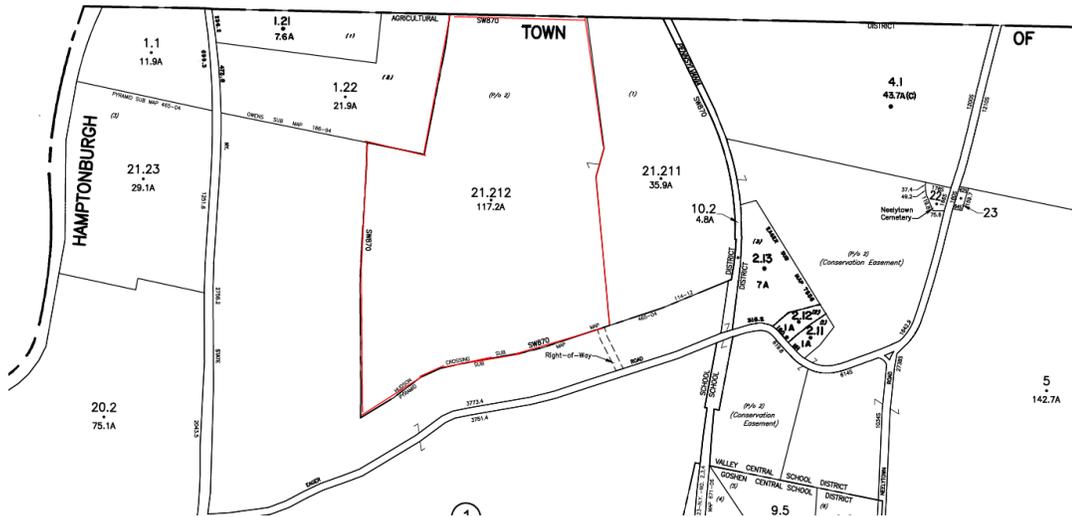
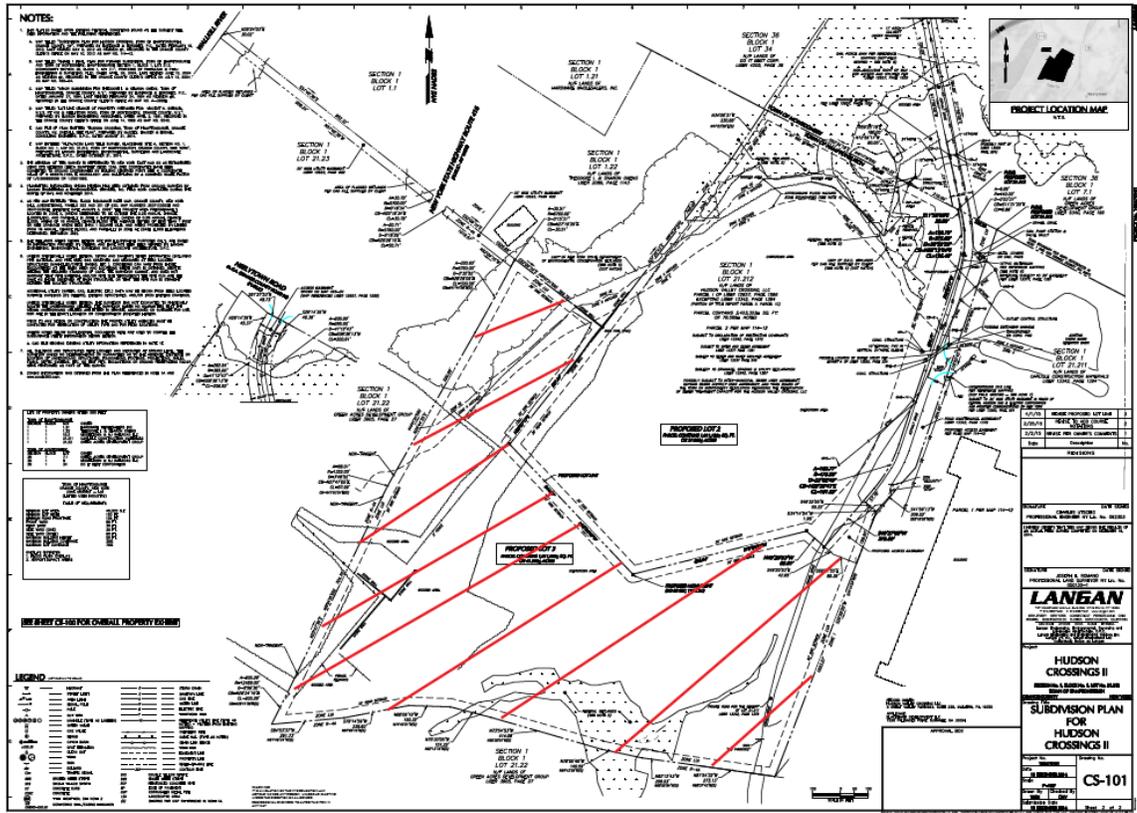
PharmaCann has executed a purchase and sale agreement for a 41-acre parcel of real property in Orange County known as the Hudson Valley Crossings, located at **600 Neelytown Road, Montgomery (Town of Hamptonburgh), New York**. PharmaCann selected this site because of its central geographic location and ability to commence construction as soon as possible. The Hudson Valley Crossings property is an ideal site for the construction of the proposed 125,000 sf cultivation facility and is one of the most “shovel-ready” sites in the State of New York. In fact, the property has all of its preliminary approvals in place and is certified as a “Build Now NY” site, as certified by the Empire State Development Corporation. Having an economic development site certified as a “Build Now NY” site means that the local developer has worked proactively with New York State to address all major permitting issues prior to a business expressing interest in the location. This advance work creates a site where construction can begin rapidly, once a prospective business decides to develop a facility there. In addition, on June 1, 2015, PharmaCann and members of the Town Board for the Town of Hamptonburgh met to discuss the project. The Town Board passed a resolution and is not opposed to the project.

PharmaCann has experience constructing cultivation facilities under similar time constraints. In Illinois, PharmaCann is building two manufacturing facilities (a 37,000 sf manufacturing facility from bare farmland and a 45,000 sf facility that involved the build-out of an existing 25,000 sf warehouse) within six (6) months of being issued a license.

The fact that the Hudson Valley Crossings property is a greenfield project is critical. A greenfield project lacks the constraints associated with working with or demolishing existing buildings or structures. In PharmaCann’s experience, the risk associated with meeting construction timelines involving a warehouse build-out is greater than the bare ground site build. A build-out of a pharmaceutical-grade facility inherently includes risk and potential for delays that are not present in prime, greenfield development of a proven architectural/engineering package. In addition, extraction and manufacturing is a highly technical and specialized process that requires state of the art facilities. That is the reason PharmaCann has selected one of the most shovel ready sites in the State of New York for its cultivation and manufacturing facility.

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

Cultivation and Manufacturing Continued:



Attachment A – Identification of Real Property

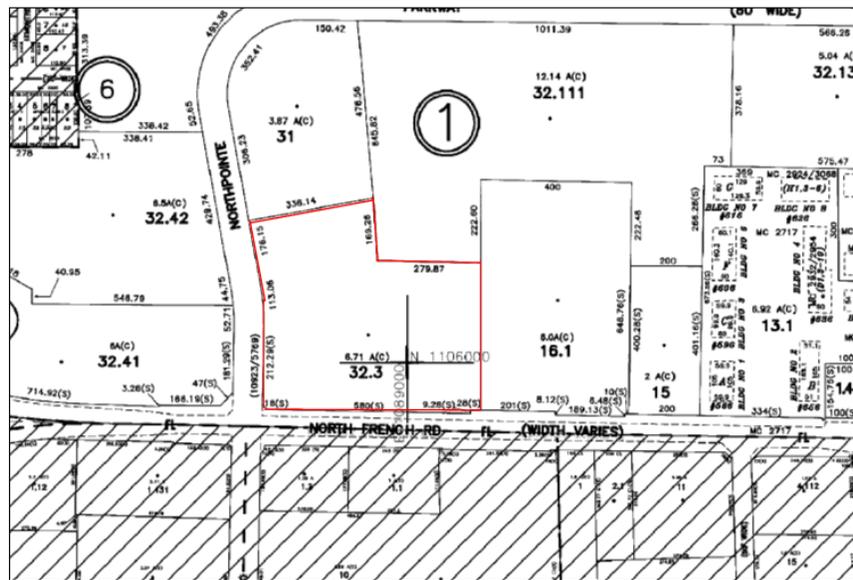
This submission and its attachments contains critical infrastructure information, trade secrets, and other highly confidential information in the form of compilation of information, practices, processes, design, commercial methods that are not generally known or reasonably ascertainable by others and by which PharmaCann obtains an economic advantage over others. These materials are submitted to an agency by a commercial enterprise which if disclosed would cause substantial injury to the competitive position of the subject enterprise. PharmaCann objects to any disclosure of this information and requests an exemption from disclosure pursuant to Public Officers Law § 89(5)(a)(1).

II. Dispensaries

PharmaCann's four proposed dispensary sites are geographically distributed across the State of New York, and located in multiple noncontiguous counties. The Buffalo dispensary will service western New York; the Syracuse dispensary will service central and upstate New York; the Albany dispensary will service the Capital Region and the Hudson Valley region, and the Bronx with service the downstate region, including the five boroughs of the New York City Metropolitan area, Westchester and Long Island. None of the proposed dispensaries are located in neighboring counties.

Dispensary: Buffalo Region

The proposed dispensary for the Buffalo region (**25 Northpointe Parkway, Amherst NY**) is located in the Town of Amherst, Erie County, and is approximately 3,500 square feet. The site is located in an office building located just to the north of the City of Buffalo and is readily accessible by I-990, I-290 and the New York State Thruway. This location would serve Western New York in an area covering from the Pennsylvania and Ohio borders to the western suburbs of the City of Rochester. The proposed service area would include the cities of Buffalo, Niagara Falls and the western suburbs of the City of Rochester.



Landmax Data Systems, Inc. www.landmaxdata.com - Map ID: maps/ERIE/142289/026_04.tif

Attachment A – Identification of Real Property

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Dispensary: Syracuse Region

The proposed dispensary for the Syracuse region (**642 Old Liverpool Road, Liverpool, NY**) is located in the Town of Salina, Onondaga County, and is approximately 3,000 square feet. The site is located in a commercial/retail district just to the north and west of the City of Syracuse and is readily accessible by the New York State Thruway and I-81. This location would serve Central New York. The proposed service area would include the eastern suburbs of the City of Rochester, the City of Syracuse, the City of Binghamton, and the City of Utica.



Landmax Data Systems, Inc. www.landmaxdata.com - Map ID: maps/ONON/314889/077_00.tif

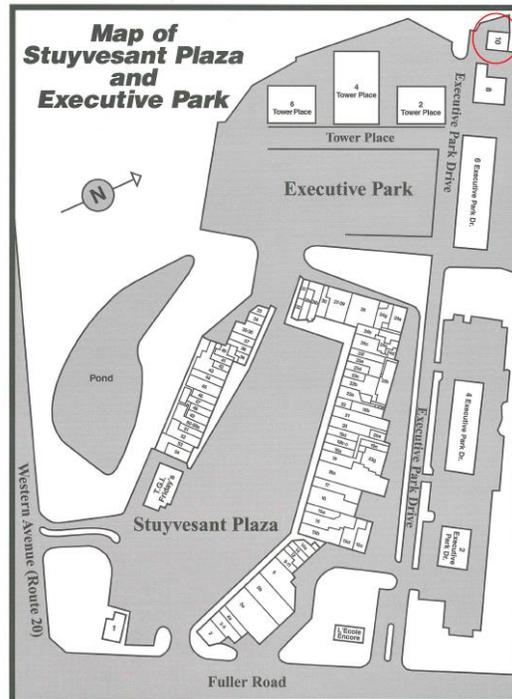
Attachment A – Identification of Real Property

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Dispensary: Capital Region

The proposed dispensary for the Capital Region (**10 Executive Park Drive, Albany NY**) is located in the Town of Guilderland, Albany County, and is approximately 3,000 square feet. The site is located in an office park behind a high-end retail plaza (Stuyvesant Plaza), just north of the City of Albany and is readily accessible by I-87, the New York State Thruway and the Northway. In addition, the site is located at or near a number of different public transportation routes. This location would serve the Capital Region, the mid-Hudson Valley and Northern New York.



Attachment A – Identification of Real Property

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Dispensary: New York City Region

The proposed dispensary for New York City (**1280 Oak Point Avenue, Bronx, NY**) is located in Bronx County, and is approximately 2,500 square feet. The site is located in a commercial district and is in close proximity to the MTA/NYC Transit No. 5 and No. 6 subway lines. This location would serve the lower Hudson Valley and downstate New York. The proposed service area would include New York City (including all five boroughs), Long Island, and Westchester County (including the city of White Plains).



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Search for a location:



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Searched Locations

1280 OAK POINT AVENUE
BRONX 10474

Hide Additional Information...

- Find Nearest

- Building & Property Information

Borough: Bronx Block: 2772 Lot: 41
Police Precinct: 41
Owner: 1280 OAK REALTY CORP.

Address: 1280 OAK POINT AVENUE, BRONX 10474
Lot Area: 5000 sf
Lot Frontage: 57 Lot Depth: 100
Year Built: 1931 (estimated)
Number of Buildings: 1
Number of Floors: 1
Gross Floor Area: 5,090 sf (estimated)
Residential Units: 0 Total # of Units: 1
Land Use: Commercial and Office Buildings
Zoning: M3-1
Commercial Overlay:
Zoning Map #: SC

[Dist. of City Planning, PLUTO 14v2 © 2014](#) and other city agency sources

Links to More Information

[Address Translator](#)
[Building ECB Violations](#)
[Building Elevator Information](#)

- Neighborhood Information

- Elected Official Information

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Attachment A – Identification of Real Property

This submission and its attachments contains critical infrastructure information, trade secrets, and other highly confidential information in the form of compilation of information, practices, processes, design, commercial methods that are not generally known or reasonably ascertainable by others and by which PharmaCann obtains an economic advantage over others. These materials are submitted to an agency by a commercial enterprise which if disclosed would cause substantial injury to the competitive position of the subject enterprise. PharmaCann objects to any disclosure of this information and requests an exemption from disclosure pursuant to Public Officers Law § 89(5)(a)(1).

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Michael J. Castellana
President & CEO

SEFCU Headquarters, Kiernan Plaza, 575 Broadway, Albany, NY 12207

June 2, 2015

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

Mail: SEFCU @ Patroon Creek
Patroon Creek Corporate Center
700 Patroon Creek Blvd.
Albany, NY 12206-1067
Telephone: 518-464-5218
Web: www.sefcu.com

Re: Letter of Support for PharmaCann, LLC.

Dear Commissioner Zucker:

This letter is written to express SEFCU's support for PharmaCann's application to become a Registered Organization under the New York Compassionate Care Act.

SEFCU is a Federal Credit Union fully insured by the National Credit Union Administration (NCUA). SEFCU, established in 1934, has grown considerably. SEFCU originally served state employees in the Capital Region. Today, SEFCU is among the 50 largest credit unions in the U.S. with 300,000 members and more than 46 branches in the Capital Region, Binghamton, Syracuse, and Buffalo. SEFCU has members in every state in the country and in 13 countries. We are dedicated to providing our members the best products and services to meet their financial needs. Moreover, SEFCU is committed to making a difference in the communities we serve.

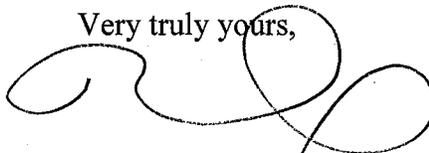
I had the opportunity to meet with representatives from PharmaCann, a medical marijuana company, which is planning to submit an application with the Department of Health for a coveted license to become a Registered Organization. I was impressed with PharmaCann and its Chief Compliance Officer and General Counsel Jeremy Unruh and his knowledge concerning the interplay between financial institutions and the emerging medical marijuana frontier. I have also become familiar with the credentials of PharmaCann founders Teddy Scott (Ph.D, J.D.) and John Leja (J.D.) – two knowledgeable and experienced professionals who are committed to providing access to medicine for patients suffering with serious medical conditions.

PharmaCann and its founders, after a vigorous vetting process, were awarded licenses for two greenhouse manufacturing facilities and four dispensaries in Illinois – one of the most highly regulated medical cannabis jurisdictions in the country. The company has designed and built sophisticated greenhouse manufacturing facilities, which PharmaCann plans to replicate here in New York. With that in mind, they recently contacted SEFCU, an award winning financial institution, to form a banking relationship.

SEFCU is interested in partnering with trustworthy and innovative businesses that serve our members and the community. After additional successful due diligence, SEFCU will seek to establish a banking relationship with the company that facilitates the regulated medical products envisioned by the state's laws and regulations in strict compliance with applicable compliance standards. Thus, I believe PharmaCann may not only be a valuable partner for SEFCU, but for New York State as well.

Thank you.

Very truly yours,

A handwritten signature in black ink, consisting of several loops and flourishes, positioned above the printed name.

Michael Castellana
President and CEO

TOWN OF HAMPTONBURGH
18 Bull Road
Campbell Hall, NY 10916

427-2424 ext. 8

www.townofhamptonburgh.org

Christine Durante
Town Clerk

EXTRACT OF MINUTES

On Monday, June 1, 2015, a regular meeting of the Town Board of the Town of Hamptonburgh, County of Orange, State of New York, was held at Town Hall, Bull Road, Campbell Hall, NY at 7:00 p.m.

The meeting was called to order by Supervisor Jankowski and, upon roll being called, the following were present:

Councilman Richard M. Cocchiara
Councilman Marcus A. Horrego
Councilman James M. Lord
Councilman Gregory R. Willems
Supervisor Robert S. Jankowski

At said meeting, the following Resolution was offered by Supervisor Jankowski, which motion was seconded by Councilman Willems, to wit:

RESOLUTION – TOWN BOARD OF THE TOWN OF HAMPTONBURGH, NEW YORK IN SUPPORT AS A HOST MUNICIPALITY FOR PHARMACANN, LLC, REGARDING THE IMPLEMENTATION OF THE COMPASSIONATE CARE ACT OF 2014 TO DEVELOP AND OPERATE A CULTIVATION FACILITY ON LAND IN THE TOWN OF HAMPTONBURGH

WHEREAS, in July 2014, Governor Andrew Cuomo and the New York State Legislature enacted the Compassionate Care Act (the “Act”) designed to create a comprehensive, safe and effective medical marijuana program that will ensure that medical marijuana is available for certified patients with serious conditions as specifically set forth in the Act; and

WHEREAS, the medical marijuana industry in New York is highly regulated by the New York State Department of Health (“DOH”); and

WHEREAS, the DOH will register five applicants as Registered Organizations to cultivate and dispense approved medical marijuana products in New York State.

WHEREAS, PharmaCann has informed the Town of Hamptonburgh that it has entered into a purchase and sale agreement with Hudson Valley Crossings, LLC, for a 41 acre parcel of real property located at 600 Neelytown Road, Montgomery, identified as Lot 3 on a plat entitled

Hamptonburgh Town Board
Certified Resolution
PharmaCann, LLC
Page Two

“subdivision Plan for Hudson Crossings II, Section 1, Block No.1 Lot No. 21.212, Town of Hamptonburgh, Orange County, New York (“the Project Site”) to be used for the cultivation and production of medical marijuana; and

WHEREAS, at a Town Board meeting on June 1, 2015, at 7:00 p.m., in open public session, PharmaCann provided information to the Town Board regarding their proposal to cultivate approved medical marijuana products in New York State;

WHEREAS, PharmaCann has stated its intent to file an application to become a Registered Organization with the DOH, and to develop and operate a medical marijuana facility on the Project Site; and

NOW THEREFORE IT IS RESOLVED, that the Town of Hamptonburgh has no objection to the cultivation of approved medical marijuana products on the project site subject to the review and approval of the Town Planning Board.

BY ORDER OF THE TOWN BOARD OF THE TOWN OF HAMPTONBURGH, New York.

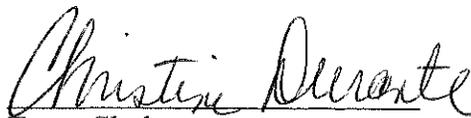
DATED: June 1, 2015

The question of the adoption of the aforesaid Resolution was duly put to a vote on roll call, as follows, and the Order was thereupon declared duly adopted.

Councilman Marcus A. Horrego - abstain
Councilman James M. Lord – abstain
Councilman Richard M. Cocchiara - aye
Councilman Gregory R. Willems – aye
Supervisor Robert S. Jankowski – aye

STATE OF NEW YORK
COUNTY OF ORANGE

I, Christine Durante, Town Clerk of the Town of Hamptonburgh, do hereby certify that the foregoing is a true copy of same as appears on file in my Office in the Town of Hamptonburgh. Given under my hand and seal this 2nd day of June, 2015


Town Clerk



STEVEN M. NEUHAUS

COUNTY EXECUTIVE

June 2, 2015

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

Dear Commissioner Zucker:

As you know, the New York State Department of Health is currently accepting applications from medicinal cannabis companies to become one of five Registered Organizations under New York's Compassionate Care Act. Multiple applicants have proposed locating their cultivation, manufacturing, and dispensing facilities in Orange County. I write today in support of PharmaCann, LLC.

Who is PharmaCann, LLC?

PharmaCann is a group of experienced professionals focused on using their diverse experiences in pharmaceutical development, commercial agriculture, and industrial operations to provide access to medicinal cannabis for patients suffering with serious conditions. I am advised that the company was awarded licenses for two greenhouse manufacturing facilities and four dispensaries in the state of Illinois—more than any other applicant in one of the most highly regulated medical cannabis jurisdictions in the country. I had the opportunity to meet with the founders of PharmaCann, Teddy Scott (Ph.D, J.D.) and John Leja (J.D.), and fully support their efforts to become a Registered Organization in New York with operations in Orange County.

Why Orange County?

Orange County officials and the public are used to agricultural and industrial operations of varying kinds. From our famous "black dirt" utilized in agriculture, to manufacturing giants such as Pratt & Whitney, Orange County is capable of hosting industry like this, with a skilled workforce and strong local government partners.

Dr. Howard Zucker

June 2, 2015

Page 2

Orange County is the optimal location in the state of New York for a cultivation and manufacturing facility. Orange County is located close to the metropolitan New York City area, while at the same time offering direct interstate (I-87 and I-84) routes to dispensary locations throughout the state to reach the thousands of patients who will need access to medicinal cannabis. In addition, Orange County has the infrastructure and talented work force needed to support such a facility. PharmaCann proposed location for its cultivation and manufacturing facility is in the Hudson Valley Crossings in the Town of Hamptonburgh. Through joint efforts by my office and the Town of Hamptonburgh, the site is one of the most shovel-ready sites in the State and ideal for a state of the art facility. This means PharmaCann will be able build its facility and begin cultivation immediately, ensuring availability to patients in need beginning January 2016.

It is my strong hope that Orange County will be selected by the State as the home of a Registered Organization under the Compassionate Care Act. I know that PharmaCann's application is strong and competitive and I encourage the State to see those strengths and I look forward to this law's being a great success for New York's patients in need of this type of treatment.

Sincerely,



Steven M. Neuhaus
County Executive

Maureen Halahan
President/CEO

ORANGE COUNTY
PARTNERSHIP
OFFICE OF ECONOMIC DEVELOPMENT
NEW YORK

40 Matthews Street, Suite 108
Goshen, NY 10924
(845) 294-2323
Fax: (845) 294-8023
info@ocpartnership.org
http://www.ocpartnership.org



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Robert Hatfield
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Robert Hannan
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Woody Levitan
David MacFarland
Ralph Martucci
William Vacca

**ALLIANCE FOR
BALANCED GROWTH:**

Andrew Fetherston, Co-Chair
John Lavelle, Co-Chair

June 3, 2015

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

Dear Commissioner Zucker:

On behalf of the Orange County Partnership, I write today in support of PharmaCann, LLC, an applicant to become a Registered Organization under New York's Compassionate Care Act. Multiple applicants have proposed locating their cultivation, manufacturing, or dispensing facilities in Orange County. While we support all of the applicants interested in Orange County, we write today in support of PharmaCann, LLC.

We had the opportunity to meet with the founders of PharmaCann, Teddy Scott (Ph.D, J.D.) and John Leja (J.D.), and fully support their efforts to become a Registered Organization. We are confident that, in Orange County, they have the optimal location for production and distribution to their dispensaries. In addition, Orange County has the infrastructure and talented work force needed to support such a facility. PharmaCann proposed location for its cultivation and manufacturing facility is in the Hudson Valley Crossings in the Town of Hamptonburgh. Through joint efforts of the Orange County Partnership and the Town of Hamptonburgh, the site is one of the most shovel-ready sites in the State. This means PharmaCann will be able build its facility and begin cultivation immediately, ensuring availability to patients in need beginning January 2016.

We are confident that PharmaCann is not only a good partner for Orange County, but for New York State as well.

Sincerely,

Maureen Halahan, CEO
Orange County Partnership



County Legislature

Matthew A. Turnbull, Legislator
11th Legislative District

479 Ridge Road
Campbell Hall, New York 10916

Tel: (845) 496-1813 [REDACTED] Fax: (845) 291-4809

June 2, 2015

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

Dear Commissioner Zucker:

I write today in support of PharmaCann, LLC, and an applicant to become a Registered Organization under New York's Compassionate Care Act. This week, I had the opportunity to meet with Jeremy Unruh, PharmaCann's Chief Compliance Officer and General Counsel, as well as attend PharmaCann's presentation in front of the town board for the Town of Hamptonburgh. I learned about PharmaCann's experience in Illinois as well as its plans for New York- including a proposed cultivation facility located in my legislative district. Multiple applicants have proposed locating their cultivation, manufacturing, or dispensing facilities in Orange County. While I support all of the applicants interested in Orange County, I write today in support of PharmaCann, LLC.

PharmaCann is a group of trusted and experienced professionals solely focused on using their diverse experiences in pharmaceutical development, commercial agriculture and industrial operations to provide access to medicinal cannabis for patients suffering with serious conditions. The company was awarded licenses for two greenhouse manufacturing facilities and four dispensaries in the state of Illinois- more than any other applicant in one of the most highly regulated medical cannabis jurisdictions.

Orange County is the optimal location in the state of New York for a cultivation facility. Orange County is centrally located to the thousands of patients who will need access to medicinal cannabis statewide, as well as the four geographically distributed dispensaries each Registered Organization will operate. In addition, Orange County has the infrastructure and talented workforce needed to support such a facility. PharmaCann's proposed location for its cultivation facility is in the Hudson Valley Crossings in the town of Hamptonburgh, which is located within my legislative district. The site is one of the most shovel-ready sites in the State. This means PharmaCann will be able to build its facility and begin cultivation immediately, ensuring availability to patients in need beginning January 2016.

I am confident that PharmaCann is not only a good partner for Orange County, but for New York State as well.

Sincerely,

Matthew Turnbull
Orange County Legislator, District #11



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
OFFICE OF THE EXECUTIVE
112 STATE STREET, ROOM 900
ALBANY, NEW YORK 12207-2021
(518) 447-7040 - FAX (518) 447-5589
WWW.ALBANYCOUNTY.COM

PHILIP F. CALDERONE, ESQ.
DEPUTY COUNTY EXECUTIVE

June 3, 2015

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

To Whom It May Concern:

I am aware of PharmaCann's desire to open a facility in Albany County for the dispensation of medical cannabis products to patients with a prescription. I understand the proposed facility would be located at 10 Executive Park Drive, Albany, New York.

Please know that I support the location of a medical cannabis dispensary within Albany County, believing that such a facility will be an asset to patients in our community.

Sincerely,


Daniel P. McCoy
Albany County Executive



KENNETH D. RUNION
SUPERVISOR

CAROL J. LAWLOR
CHIEF OF POLICE

June 4, 2015

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

Dear Commissioner Zucker,

On behalf of the Town of Guilderland Police Department, I write today with reference to a meeting I had on June 2, 2015 with representatives of PharmaCann, LLC, an applicant to become a Registered Organization under New York's Compassionate Care Act.

The Town of Guilderland is a suburb in Albany County with approximately 35,000 residents. The police department consists of thirty-four police officers. We also house the E911 center for the town as well as the Guilderland Emergency Medical Services, consisting of twenty-five paramedics. Our mission statement is to deter crime and apprehend criminals, maintain strong police-community relations and to continually enhance the training and expertise of each member of the force.

PharmaCann has proposed locating a dispensary in the Town of Guilderland. Captain Curtis Cox and I met with Jeremy Unruh, PharmaCann's Chief Compliance Officer and General Council, and learned about PharmaCann's experience in Illinois as well as its plans for New York. Specifically, we discussed PharmaCann's security plan and protocols as well as PharmaCann's strategies to secure the highly regulated product from seed to sale.

This meeting was highly informative and we now feel much more educated in the area of medical cannabis. I appreciated the time PharmaCann took to meet with us to thoroughly explain their policies and plans.

Very truly yours,

Carol J. Lawlor
Chief of Police

June 03, 2015

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

Dear Commissioner Zucker:

On behalf of the Guilderland Chamber of Commerce and their board of directors, I write today in support of PharmaCann, LLC, an applicant to become a Registered Organization under New York's Compassionate Care Act.

The Guilderland Chamber of Commerce has a mission that is dedicated to strengthening member businesses and community involvement in order to stimulate growth and a positive image within our local economy. We also believe in supporting businesses who desire to come to our community in order to help not just strengthen our local community, but also are region as a whole.

This is why we are giving our support to PharmaCann in their goal of opening a dispensary in our town to help provide access to those who are suffering from illnesses. Guilderland is a safe, clean, easy to get to community that will help these patients feel comfortable in their surroundings when trying to treat their disease.

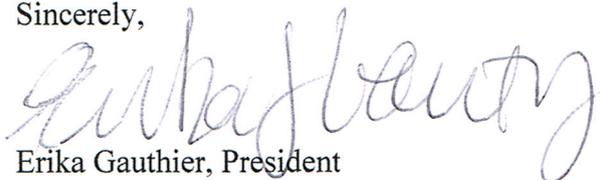
We believe that PharmaCann is a well -rounded professional company that we stand behind on this bid.

Who is PharmaCann, LLC?

PharmaCann is a group of trusted and experienced professionals solely focused on using their diverse experiences in pharmaceutical development, commercial agriculture, and industrial operations to provide access to medicinal cannabis for patients suffering with serious conditions. The company was awarded licenses for two greenhouse manufacturing facilities and four dispensaries in the state of Illinois—more than any other applicant in one of the most highly regulated medical cannabis jurisdictions.

PharmaCann has proposed locating a dispensary in the Town of Guilderland. This week, I had the opportunity to meet with Jeremy Unruh, PharmaCann's Chief Compliance Officer and General Counsel, and learn about PharmaCann's experience in Illinois as well as its plans for New York. We support PharmaCann's proposal for a dispensary in this location, as well as its efforts to bring medicinal cannabis to those with serious conditions statewide.

Sincerely,



Erika Gauthier, President
Guilderland Chamber of Commerce



June 3, 2015

Honorable Howard A. Zucker, M.D.,
Commissioner
New York State Department of Health
Corning Tower, Empire State Plaza
Albany, NY 12237

Dear Commissioner Zucker:

On behalf of Stuyvesant Plaza, Inc. I write today in support of PharmaCann, LLC, an applicant to become a Registered Organization under New York's Compassionate Care Act.

Stuyvesant Plaza, Inc. has owned and managed Stuyvesant Plaza shopping center and the adjacent Executive Park in the Town of Guilderland, New York since 1959. The shopping center consists of approximately 50 stores representing both local and national brands. Executive Park is comprised of 8 buildings ranging from 1-10 stories, and is tenanted by professional and medical users.

PharmaCann intends to use its experiences in pharmaceutical development, commercial agriculture and industrial operations to provide, in accordance with New York law, access to medicinal cannabis for patients suffering serious conditions. We have been advised that PharmaCann has been awarded licenses for two greenhouse manufacturing facilities and four dispensaries in the State of Illinois—more than any other applicant in one of the most highly regulated medical cannabis jurisdictions.

PharmaCann proposes to locate a dispensary in the Town of Guilderland in Executive Park. We support PharmaCann's proposal for a dispensary in this location, as well as its efforts to bring medicinal cannabis to those with serious conditions statewide.

Very truly yours,

Janet Kaplan
Vice President, Real Estate

County Legislature

Judith Tassone
Onondaga County Legislator
4th District
4855 Thornwood Drive
Liverpool, New York 13088
Tel: [315-457-5458](tel:315-457-5458)

June 3, 2015

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

Dear Commissioner Zucker:

I write today in support of PharmaCann, LLC, an applicant to become a Registered Organization under New York's Compassionate Care Act.

Who is PharmaCann, LLC?

PharmaCann is a group of trusted and experienced professionals solely focused on using their diverse experiences in pharmaceutical development, commercial agriculture, and industrial operations to provide access to medicinal cannabis for patients suffering with serious conditions. The company was awarded licenses for two greenhouse manufacturing facilities and four dispensaries in the state of Illinois-more than any other applicant in one of the most highly regulated medical cannabis jurisdictions.

PharmaCann has proposed locating a dispensary in the Town of Salina, which is within my County Legislative District (Legislative District 4). I support PharmaCann's proposal for a dispensary in this location, as well as its efforts to bring medicinal cannabis to those with serious conditions statewide.

Sincerely,


Judith A. Tassone
Onondaga County Legislator, Leg. Dist. 4



Town of Salina
OFFICE OF THE TOWN SUPERVISOR

Mark A. Nicotra
Town Supervisor

Colleen Gunnip
Deputy Supervisor

Nancy A. O'Neil
Secretary to the Supervisor

June 3, 2015

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

To Whom It May Concern:

I'm writing to express my support for the medicinal cannabis license application of PharmaCann, LLC.

PharmaCann, LLC, exemplifies the professionalism required to securely grow, manufacture, and market pharmaceutical-grade medicinal cannabis products in New York State. In addition, their strong security and compliance leadership will ensure patient and community safety.

I am aware that PharmaCann, LLC hopes to open a dispensary at 642 Old Liverpool Road, Liverpool, New York. I support this proposal, and I am confident that PharmaCann, LLC, will be a responsible corporate citizen that, in addition to addressing the needs of patients, will be an asset to the communities they do business in.

Sincerely,

Mark A. Nicotra
Supervisor
Town of Salina



TOWN OF AMHERST

BARRY A. WEINSTEIN, M.D.
SUPERVISOR

May 28, 2015

To Whom It May Concern:

The Town of Amherst is the largest suburb of Buffalo, New York, with a population of almost 125,000. It has a wide variety of businesses, stores, malls, offices, and zoning classifications superimposed in a residential suburb. Amherst has a hospital and the largest concentration of medical facilities and physicians surrounding Buffalo. It has been one of the *Safest Towns in America* for many years.

I am pleased to support a dispensing facility for medical marijuana in the Town of Amherst. I am also supportive of the application of PharmaCann for such a dispensing facility.

Sincerely yours,

Barry A. Weinstein, M.D.
Supervisor

BAW/sv

STATE OF NEW YORK

LEGISLATURE OF ERIE COUNTY
CLERK'S OFFICE

BUFFALO, N.Y., MAY 14, 2015

TO WHOM IT MAY CONCERN:

I HEREBY CERTIFY, *That at the 10th Session of the Legislature of Erie County, held in the Legislative Chambers, in the City of Buffalo, on the fourteenth day of May, 2015 A.D., a Resolution was adopted, of which the following is a true copy:*

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

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

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

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

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

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

NOW, THEREFORE, BE IT

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

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

REFERENCE: INTRO. 10-3 (2015)

ATTEST



KAREN M. McCARTHY

Clerk of the Legislature of Erie County

Appendix A

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



PharmaCann

**Appendix A – Affidavits for Board Members, Officers, Managers, Owners, Partners,
Principal Stakeholders, Directors, and Members**

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Appendix A – Affidavits

This submission and its attachments contains critical infrastructure information, trade secrets, and other highly confidential information in the form of compilation of information, practices, processes, design, commercial methods that are not generally known or reasonably ascertainable by others and by which PharmaCann obtains an economic advantage over others. These materials are submitted to an agency by a commercial enterprise which if disclosed would cause substantial injury to the competitive position of the subject enterprise. PharmaCann objects to any disclosure of this information and requests an exemption from disclosure pursuant to Public Officers Law § 89(5)(a)(1).



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: PharmaCann LLC
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: VINICIUS CORDOS 3. Title: principal stakeholder
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 [x] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [] Yes [x] No
If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.



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

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

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

8. Phone: [redacted] 9. Fax: [redacted]

10. Email: [redacted]

11. Residence Address: [redacted]

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

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Contains two rows of education data: CAL POLY SAN LUIS OBISPO and DePAUL UNIVERSITY.



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

16. Licenses Held: List any and all licenses issued by a governmental or other regulatory entity.
Table with 5 columns: Type of Professional License, License Number, Institution Granting License (Mailing Address, Phone, Email), Effective Date, Expiration Date.
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

Form with multiple sections for personal and professional information, including fields for Street Address, City, State, Zip Code, Starting Date of Employment, Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, Position/Responsibilities, Reason For Departure, Name of Employer, and Type of Business.



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

Form with multiple sections for business information, including fields for Type of Business, Street Address, City, State, Zip Code, Starting/Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, and Position/Responsibilities. Includes a section for 'Reason For Departure' and a section for '18. Offices Held or Ownership Interest in Other Businesses' with a checkbox for 'Yes'.

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

Form with three identical sections for business information. Each section includes fields for 'From:', 'To:', 'Business Type:', 'Office Held/Nature of Interest:', and 'Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:'. Radio buttons are provided for 'open', 'closed', and 'proposed' status.



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

19. Affirmative Statement of Qualifications

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

Not applicable - only an indirect stakeholder with no operational involvement in the applicant

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

Signature: [Handwritten Signature]

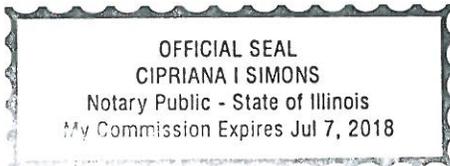
Date: 05/29/2015

Notary Name: CIPRIANA I. SIMONS

Notary Registration Number: 654972

Notary (Notary Must Affix Stamp or Seal)

Date: 05/29/2015



[Handwritten Signature: Cipriana I. Simons]



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: PharmaCann LLC
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Mark Filoramo 3. Title: Principal Stakeholder
4. Briefly describe the role of this person or entity in the proposed registered organization:
Member of Taloramo LLC, which is a member of PharmCann LLC
5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
[] Yes [x] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [] Yes [x] No
If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.



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

7. Has this person or entity been convicted of a felony or had any type of registration or license suspended or revoked in any administrative or judicial proceeding?

Yes No

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

8. Phone

9. Fax:

10. Email:

11. Residence Address:

12. City:

13. State:

14. ZIP Code:

15. Formal Education

Dates Attended

Degree

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Row 1: University Of Illinois at Chicago, 1200 W. Harrison St. Chicago, IL 60607, 09/1988, 05/1994, Bachelor of Arch (Building Science), 05/1995.



**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
Architect	101.8334	IL Dept. of Professional Regulation 320 W. Washington, Springfield, IL 217-785-0820	07/10/2003	11/30/2016
Architect	035606	NYS Office of the Professions State Education Bldg, Albany NY 518-474-3817	07/10/2012	07/2017
Architect	21A101674700	124 Halsey St., 3rd flr, PO Box45001 Newark, NJ 973-504-6385	12/09/2004	07/31/2015
17. Employment History for the Past 10 Years: Start with MOST RECENT employment and include employment during the last 10 years. Attach additional copies of page 3, if necessary.				
Name of Employer:				
Type of Business:				
Street Address:				
City:		State:		Zip Code:
Starting Date of Employment:			Ending Date of Employment:	
Name of Supervisor for Reference:			Supervisor Phone Number:	
Position/Responsibilities:				
Reason For Departure:				
Name of Employer:				
Type of Business:				



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

Form with multiple sections for personal and professional information, including fields for Street Address, City, State, Zip Code, Starting Date of Employment, Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, Position/Responsibilities, Reason For Departure, Name of Employer, and Type of Business.



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

Form with multiple sections for business information, including: Type of Business, Street Address, City/State/Zip Code, Starting/Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, Position/Responsibilities, Reason For Departure, Name of Employer, Type of Business, and 18. Offices Held or Ownership Interest in Other Businesses.

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.

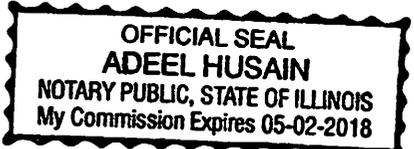
Not applicable - Only an indirect stakeholder with no operational involvement in applicant.

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

Signature: [Handwritten Signature] Date: 5/30/2015

Notary Name: ADEEL HUSAIN Notary Registration Number:

Notary (Notary Must Affix Stamp or Seal) Date: 5/30/2015.



[Handwritten Signature]



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

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

Form containing questions 1 through 6 regarding business name, name, title, role, contact with medical marijuana, and management/ownership history.



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.

[Redacted statement]

8. Phone: [Redacted] 9. Fax: [Redacted]

10. Email: [Redacted]

11. Residence Address: [Redacted]

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

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Rows include Arizona State University and University of Arizona.



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

Table with 5 columns: Type of Professional License, License Number, Institution Granting License (Mailing Address, Phone, Email), Effective Date, Expiration Date. Contains two rows of license data.

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

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

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



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

Form with multiple sections for business information, including fields for Type of Business, Street Address, City, State, Zip Code, Starting/Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, Position/Responsibilities, Reason For Departure, and a section for 18. Offices Held or Ownership Interest in Other Businesses.

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

Form with three identical sections for business information. Each section includes fields for 'From:', 'To:', 'Business Type:', 'Office Held/Nature of Interest:', and 'Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:'. Radio buttons are provided for 'open', 'closed', and 'proposed' status.



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

19. Affirmative Statement of Qualifications

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

Jennifer Frymark is an advisor to PharmaCann on greenhouse operations and plant physiology. Ms. Frymark

[Redacted]

Jenn has more than five years of Good Agricultural Practice experience. She developed her expertise in greenhouse University of Arizona. Her expertise encompasses greenhouse system design, plant nutrition, crop and pest management, sensors and controls, and staff training.

[Redacted]

She received her M.S. from the University of Arizona (plant sciences) and B.S. from Arizona State (plant biology).

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

Signature: [Handwritten Signature] Date: 6/1/15

Notary Name: [Handwritten Signature] Notary Registration Number:

Notary (Notary Must Affix Stamp or Seal) 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: PharmaCann LLC
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Eric Haley 3. Title: principal stakeholder
4. Briefly describe the role of this person or entity in the proposed registered organization:
Member of Illinois MedTech LLC, which is a member of PharmaCann LLC
5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
[] Yes [X] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [] Yes [X] No
If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.



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

7. Has this person or entity been convicted of a felony or had any type of registration or license suspended or revoked in any administrative or judicial proceeding?

Yes No

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

8. Phone: 9. Fax:

10. Email:

11. Residence Address:

12. City: 13. State: 14. ZIP Code:

15. Formal Education Dates Attended Degree

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Contains two rows of education data: University of Wyoming and University of Notre Dame.



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

Table with 5 columns: Type of Professional License, License Number, Institution Granting License (Mailing Address, Phone, Email), Effective Date, Expiration Date. Row 1: 16. Licenses Held: List any and all licenses issued by a governmental or other regulatory entity.

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

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



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

Form with multiple sections for business information, including fields for Type of Business, Street Address, City, State, Zip Code, Starting/Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, and Position/Responsibilities. Includes a section for 'Reason For Departure' and '18. Offices Held or Ownership Interest in Other Businesses'.

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

Form with three identical sections for business information. Each section includes fields for 'From:', 'To:', 'Business Type:', 'Office Held/Nature of Interest:', and 'Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:'. Radio buttons are provided for 'open', 'closed', and 'proposed' status.



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

19. Affirmative Statement of Qualifications

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

Not applicable - only an indirect stakeholder with no operational involvement in the applicant

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

Signature: [Handwritten Signature] Date: 6/1/2015
Notary Name: VERONICA HOSSAIN Notary Registration Number: 01HO6251587
Notary (Notary Must Affix Stamp or Seal) Date: 6/1/2015
VERONICA HOSSAIN
Notary Public - State of New York
No. 01HO6251587
Qualified in Queens County
My Commission Expires Nov. 14, 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: PharmaCann LLC
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Brian Russel Kaplan, M.D. 3. Title: principal stakeholder
4. Briefly describe the role of this person or entity in the proposed registered organization:
Member of Illinois MedTech LLC, which is a member of PharmaCann LLC
5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
[] Yes [X] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [] Yes [X] No
If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.



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

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

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

8. Phone: [Redacted] 9. Fax: [Redacted]

10. Email [Redacted]

11. Residence Address: [Redacted]

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

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Row 1: University of Witswatersrand Medical School, 7 York Rd, Parktown, Johannesburg, 2193, South Africa, 1976, 1981, MD, 1981.



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

Table with 5 columns: Type of Professional License, License Number, Institution Granting License (Mailing Address, Phone, Email), Effective Date, Expiration Date. Row 1: Medical License, 036-072908, Illinois Department of Financial & Professional Regulation, 100 West Randolph, Chicago, IL 312-814-4500, 07-31-2017.

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

Name of Employer:
Type of Business:



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

Form with multiple sections for personal and professional information, including fields for Street Address, City, State, Zip Code, Starting Date of Employment, Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, Position/Responsibilities, Reason For Departure, Name of Employer, and Type of Business.



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

Form with multiple sections for business information, including Type of Business, Street Address, City/State/Zip, Starting/Ending Dates of Employment, Name of Supervisor, and Position/Responsibilities. Includes a section for '18. Offices Held or Ownership Interest in Other Businesses' with a 'Yes/No' question.

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

Form with multiple sections for business information, including 'From:', 'To:', 'Business Type:', 'Office Held/Nature of Interest:', and 'Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:'.



Appendix A:

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

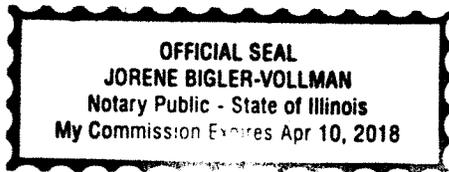
19. Affirmative Statement of Qualifications
For individuals who have not previously served as a director/officer nor have had managerial experience, please include a statement below explaining how you are qualified to operate the proposed facility. This statement should include, but not be limited to, any relevant community/volunteer background and experience.
Not applicable - only an indirect stakeholder with no operational involvement in the applicant

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

Signature: [Handwritten Signature] Date: 5/28/15

Notary Name: BRIAN KAPLAN Notary Registration Number: 800502

Notary (Notary Must Affix Stamp or Seal) Date: 5/28/15



Jorene Bigler-Vollman

State of Illinois
 Department of Financial and Professional Regulation
 Division of Professional Regulation

LICENSE NO. **036.072908** The person, firm or corporation whose name appears on this certificate has complied with the provisions of the Illinois Statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below.

EXPIRES: **07/31/2017**

**LICENSED
 PHYSICIAN AND SURGEON**

BRIAN R KAPLAN MD



Manuel Flores
 MANUEL FLORES
 ACTING SECRETARY

Jay Stewart
 JAY STEWART
 DIRECTOR

The official status of this license can be verified at www.idfpr.com **8835481**

Cut on Dotted Line ✂

For further reference, the Department is now providing a personal customer identification "Contact Number" which you may use in lieu of your social security number or FEIN number when contacting the Department. Your number is: XXXXXXXXXX

State of Illinois
 Department of Financial and Professional Regulation
 Division of Professional Regulation

LICENSE NO. **036.072908** 

**LICENSED
 PHYSICIAN AND SURGEON**

BRIAN R KAPLAN MD

EXPIRES: **07/31/2017** SIGN: _____

Manuel Flores
 MANUEL FLORES
 ACTING SECRETARY

Jay Stewart
 JAY STEWART
 DIRECTOR

The official status of this license can be verified at www.idfpr.com **8835481**

Cut on Dotted Line ✂



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: PharmaCann LLC
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Neil Kazaross 3. Title: principal stakeholder
4. Briefly describe the role of this person or entity in the proposed registered organization:
Member of PharmaCann LLC.
5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
[] Yes [x] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [] Yes [x] No
If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.



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

7. Has this person or entity been convicted of a felony or had any type of registration or license suspended or revoked in any administrative or judicial proceeding?

Yes No

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

8. Phone: 9. Fax:

10. Email:

11. Residence Address:

12. City: 13. State: 14. ZIP Code:

15. Formal Education Dates Attended Degree

Institution Address From To Degree Received Date Received

Union College 807 Union St, Schenectady, NY 12308 Sep '77 Jun '81 BSEE 1981



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

16. Licenses Held: List any and all licenses issued by a governmental or other regulatory entity.
Table with 5 columns: Type of Professional License, License Number, Institution Granting License (Mailing Address, Phone, Email), Effective Date, Expiration Date.
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

Form with multiple sections for employer information, including fields for 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, and Position/Responsibilities.



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

Form with multiple sections for business information, including fields for Type of Business, Street Address, City, State, Zip Code, Starting/Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, Position/Responsibilities, Reason For Departure, Name of Employer, and a section for '18. Offices Held or Ownership Interest in Other Businesses' with a question about owning or operating a business in New York, USA, or other countries.

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

Form with fields: From, To, Business Type, Name and Address of Business, Office Held/Nature of Interest, Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable. Includes checkboxes for open, closed, proposed.



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

19. Affirmative Statement of Qualifications

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

Not applicable - only an indirect stakeholder with no operational involvement in the applicant

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: Neil D Kayman

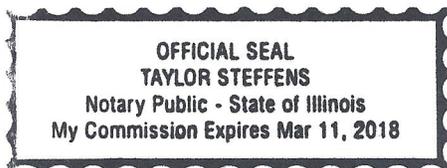
Date: 6/2/15

Notary Name: TAYLOR STEFFENS

Notary Registration Number: 799273

Notary (Notary Must Affix Stamp or Seal)

Date: 6/2/15



Handwritten signature of Taylor Steffens



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: PharmaCann LLC
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Christina D. Leja 3. Title: Chief Marketing Officer
4. Briefly describe the role of this person or entity in the proposed registered organization:
As the Chief Marketing and Sales Officer, Christina leads the development of PharmaCann dispensary layout, patient experience, as well as physician and new patient education and development programs.
5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
[Checked] Yes [] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [] Yes [Checked] No
If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.



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

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

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

8. Phone: [Redacted] 9. Fax: [Redacted]

10. Email: [Redacted]

11. Residence Address: [Redacted]

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

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Row 1: Purdue University, 610 Purdue Mall, West Lafayette, IN 47907, 1987, 1991, B.S., 1991.



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

16. Licenses Held: List any and all licenses issued by a governmental or other regulatory entity.
Table with 5 columns: Type of Professional License, License Number, Institution Granting License (Mailing Address, Phone, Email), Effective Date, Expiration Date.
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: PharmaCann LLC
Type of Business: licensed medical cannabis manufacture and distribution
Street Address: 1140 Lake Street, Suite 304
City: Oak Park State: IL Zip Code: 60302
Starting Date of Employment: 02-2015 Ending Date of Employment: present
Name of Supervisor for Reference: [Redacted] Supervisor Phone Number: [Redacted]
Position/Responsibilities: Chief Marketing and Sales Officer-Responsible for all sales and marketing initiatives.
Reason For Departure:
Name of Employer:
Type of Business:



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

Form with multiple sections for personal and professional information, including fields for Street Address, City, State, Zip Code, Starting Date of Employment, Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, Position/Responsibilities, Reason For Departure, Name of Employer, and Type of Business.



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

Form with multiple sections for business information, including fields for Type of Business, Street Address, City, State, Zip Code, Starting/Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, Position/Responsibilities, Reason For Departure, and 18. Offices Held or Ownership Interest in Other Businesses.



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

Form with three identical sections for business information. Each section includes fields for 'From:', 'To:', 'Business Type:', 'Office Held/Nature of Interest:', and 'Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:'. Radio buttons are provided for 'open', 'closed', and 'proposed' status.



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

19. Affirmative Statement of Qualifications

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

Prior to joining PharmaCann, Christina [redacted]

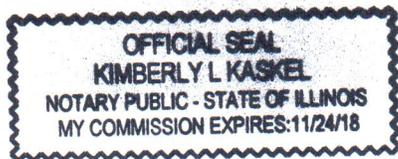


20. The undersigned certifies, under penalty of perjury, that the information contained herein or attached hereto is accurate, true, and complete in all material respects.

Signature: [Handwritten Signature] Date: 05/29/15

Notary Name: Kimberly L Kaskel Notary Registration Number: Commission No 385968

Notary (Notary Must Affix Stamp or Seal) Date: 5/29/15





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

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

Form containing questions 1 through 6 regarding business name, name, title, role, contact with medical marijuana, and management history.



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

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

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

8. Phone: [Redacted] 9. Fax: [Redacted]

10. Email: [Redacted]

11. Residence Address: [Redacted]

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

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Rows include Cornell Law School (J.D., 1998) and Purdue University (B.S., 1991).



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

16. Licenses Held: List any and all licenses issued by a governmental or other regulatory entity.
Table with 5 columns: Type of Professional License, License Number, Institution Granting License (Mailing Address, Phone, Email), Effective Date, Expiration Date.
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: PharmaCann LLC
Type of Business: licensed medical cannabis manufacture and distribution
Street Address: 1140 Lake Street, Suite 304
City: Oak Park State: IL Zip Code: 60302
Starting Date of Employment: 02-2015 Ending Date of Employment: present
Name of Supervisor for Reference: [Redacted] Supervisor Phone Number: [Redacted]
Position/Responsibilities: Chief Operations Officer-Led all aspects of the design, development, construction, implementation and operation of greenhouse cultivation and dispensary operations. Develop and implemented cultivation, extraction, processing, warehousing and transportation operational plans and budgeting for same.
Reason For Departure: [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

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



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

Form with multiple sections for business information, including fields for Type of Business, Street Address, City, State, Zip Code, Starting/Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, Position/Responsibilities, Reason For Departure, and 18. Offices Held or Ownership Interest in Other Businesses.

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

Form with three identical sections for business information. Each section includes fields for 'From:', 'To:', 'Business Type:', 'Office Held/Nature of Interest:', and 'Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:'. Radio buttons are provided for 'open', 'closed', and 'proposed' status.



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

19. Affirmative Statement of Qualifications

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

Prior to joining PharmaCann, John was

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: [Handwritten Signature] Date: 5/28/15
Notary Name: Kimberly L Kaskel Notary Registration Number:
Commission No: 305968

Notary (Notary Must Affix Stamp or Seal) Date: 5/28/15
OFFICIAL SEAL
KIMBERLY L KASKEL
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 11/24/18



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

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

Form containing questions 1 through 6 regarding business name, name, title, role, contact with medical marijuana, and management history.



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
Kellogg School of Management, Northwestern Univ.	2169 Campus Dr, Evanston, IL 60208	1997	1998	MBA	1998
University of Notre Dame	University of Notre Dame Notre Dame, Indiana 46556	1989	1993	BBA	1993



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

Table with 5 columns: Type of Professional License, License Number, Institution Granting License (Mailing Address, Phone, Email), Effective Date, Expiration Date. Row 1: Certified Public Accountant, 33270, Accountancy Board of Ohio, 01/01/2015, 12/31/2017.

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



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

Form with multiple sections for employer information, including fields for Name of Employer, Type of Business, Street Address, City, State, Zip Code, Starting/Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, and Position/Responsibilities. The form is divided into three main sections, each with a 'Reason For Departure' field.



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

Form with multiple sections for business information, including fields for Type of Business, Street Address, City, State, Zip Code, Starting/Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, and Position/Responsibilities. Includes a section for Reason For Departure and a section for 18. Offices Held or Ownership Interest in Other Businesses.

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

Form with three identical sections for business information. Each section includes fields for 'From:', 'To:', 'Business Type:', 'Office Held/Nature of Interest:', and 'Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:'. Radio buttons are provided for 'open', 'closed', and 'proposed' status.



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

19. Affirmative Statement of Qualifications

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

Brad Leshnock, CPA.

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: [Handwritten Signature] Date: 5/29/15

Notary Name: Kimberly L. Kaskel Notary Registration Number: 385968
Commission No

Notary (Notary Must Affix Stamp or Seal) Date: 5/29/15





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

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

1. Business Name: PharmaCann LLC
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Jill Mirkovic 3. Title: principal stakeholder
4. Briefly describe the role of this person or entity in the proposed registered organization:
Member of Illinois MedTech LLC, which is a member of PharmaCann LLC
5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
[] Yes [x] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [] Yes [x] No
If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.



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

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

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

8. Phone: [redacted] 9. Fax [redacted]

10. Email: [redacted]

11. Residence Address: [redacted]

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

15. Formal Education Dates Attended Degree

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Contains data for Harvard Business School and Pennsylvania State University.



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

16. Licenses Held: List any and all licenses issued by a governmental or other regulatory entity. Table with columns: 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: not applicable. 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:



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

Form with multiple sections for personal and professional information, including fields for Street Address, City, State, Zip Code, Starting Date of Employment, Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, Position/Responsibilities, Reason For Departure, Name of Employer, and Type of Business.



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

Form with multiple sections for business information, including fields for Type of Business, Street Address, City, State, Zip Code, Starting/Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, Position/Responsibilities, Reason For Departure, and a section for other businesses (18. Offices Held or Ownership Interest in Other Businesses).



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

Form with three identical sections for business information. Each section includes fields for 'From', 'To', 'Business Type', 'Name and Address of Business', 'Office Held/Nature of Interest', and 'Name, Address and Phone Number of Licensing/Regulatory Agency'. The first section is pre-filled with 'September 2010', 'current', 'Non Profit', 'National Arts Program', '701 Providence Rd, Malvern PA 19355', and 'Member, Board of Trustees'.



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.

Not applicable - only an indirect stakeholder with no operational involvement in the applicant

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

Signature: [Handwritten Signature]

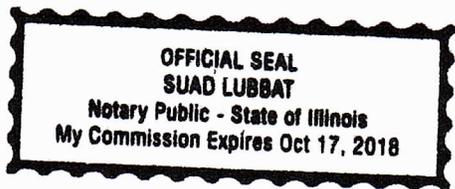
Date: 5/29/15

Notary Name: Suad Lubbat

Notary Registration Number: 10-17-2018

Notary (Notary Must Affix Stamp or Seal)

Date: 5/29/15





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

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

1. Business Name: PharmaCann LLC
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2 Name: Michael O'Dowd 3. Title: Director of Dispensaries
4. Briefly describe the role of this person or entity in the proposed registered organization:
As the Director of Dispensaries, Mr. O'Dowd is accountable for overseeing the supervision and management of 4 medical cannabis dispensaries while creating a strong group of professionals through recruitment, coaching, mentoring and development. The Director is in a position to lead their team by example by following guidelines, procedures and our businesses values. Will be responsible for supervising the full spectrum of operations and management and leading the development and implementation of PharmaCann's dispensary practice
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.
1) County of Rockland Dept. of Hospitals - Clinical Pharmacy Specialist - None



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

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

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

8. Phone: [redacted] 9. Fax: [redacted]

10. Email: [redacted]

11. Residence Address: [redacted]

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

15. Formal Education (Table header)

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Rows include University of Florida, St. John's University College of Pharmacy, and Rockland Community College.



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

16. Licenses Held: List any and all licenses issued by a governmental or other regulatory entity.
Table with 5 columns: Type of Professional License, License Number, Institution Granting License (Mailing Address, Phone, Email), Effective Date, Expiration Date.
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: County of Rockland Dept. of Hospitals
Type of Business: hospital and pharmacy
Street Address: 50 Sanitorium Road
City: Pomona State: NY Zip Code: 10970
Starting Date of Employment: 10/2006 Ending Date of Employment: present
Name of Supervisor for Reference: [Redacted] Supervisor Phone Number: [Redacted]
Position/Responsibilities: Clinical Pharmacy Specialist serving patients by interpreting and dispensing prescriptions in a long term care (LTC) facility...
Reason For Departure: [Redacted]

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

Form with multiple sections for business information, employment details, and ownership interests. Includes fields for Type of Business, Street Address, City, State, Zip Code, Starting/Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, Position/Responsibilities, Reason For Departure, Name of Employer, Type of Business, and a section for 18. Offices Held or Ownership Interest in Other Businesses.



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

Form with three identical sections for business registration details. Each section includes fields for 'From:', 'To:', 'Business Type:', 'Office Held/Nature of Interest:', and 'Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:'. Radio buttons are provided for 'open', 'closed', and 'proposed' status.



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

19. Affirmative Statement of Qualifications

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

Michael O'Dowd is a pharmacist from [redacted] He is currently a Clinical Pharmacy Specialist for the County of Rockland Dept. of Hospitals in Pomona, NY. In this role, Dr. O'Dowd's responsibilities include serving mainly geriatric patients by interpreting and dispensing prescriptions in a long term care (LTC) facility and performing chart review and drug utilization review. Other duties include supervising pharmacists, pharmacy students, technicians and delivery personnel. He leads staff education and training for pharmacy, nursing and medical staff. Prior to joining the County of Rockland, Dr. O'Dowd [redacted] for [redacted]

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: Michael W. O'Dowd, Jr. Date: 6-2-2015
Notary Name: Theresa K. Sullivan Notary Registration Number: 01506073479
Notary (Notary Must Affix Stamp or Seal) Date: 6-2-15
THERESA K. SULLIVAN
Notary Public, State of New York
No. 01506073479
Qualified in Orange County
Commission Expires April 22, 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: PharmaCann LLC
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Michael J Palumbo 3. Title: principal stakeholder
4. Briefly describe the role of this person or entity in the proposed registered organization:
Member of PharmaCann LLC.
5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
[] Yes [x] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [] Yes [x] No
If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.



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

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

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

8. Phone: [redacted] 9. Fax: [redacted]

10. Email: [redacted]

11. Residence Address: [redacted]

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

15. Formal Education
Institution Address Dates Attended Degree Received Date Received

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Row 1: Illinois Institute of Technology, 3300 S Federal St, Chicago, IL 60616, Sep '84, May '88, BS in Management Information Systems, June 1988.

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Row 2: Northwestern University, 633 Clark St, Evanston, IL 60208, Sep '88, May '90, BA in Finance and Economics, June 1990.

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Row 3: Empty.

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Row 4: Empty.

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Row 5: Empty.



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

16. Licenses Held: List any and all licenses issued by a governmental or other regulatory entity.
Table with 5 columns: Type of Professional License, License Number, Institution Granting License (Mailing Address, Phone, Email), Effective Date, Expiration Date.
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

Form with multiple sections for employer information, including fields for name, address, dates, and supervisor details. The form is divided into three main sections, each with a 'Reason For Departure' field.



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

Form with multiple sections for business information, including: Type of Business, Street Address, City/State/Zip Code, Starting/Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, Position/Responsibilities, Reason For Departure, Name of Employer, Type of Business, and 18. Offices Held or Ownership Interest in Other Businesses.

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

Form with fields: From, To, Business Type, Name and Address of Business, Office Held/Nature of Interest, Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable. Includes checkboxes for open, closed, proposed.



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

19. Affirmative Statement of Qualifications

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

Not applicable - only an indirect stakeholder with no operational involvement in the applicant

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

Signature: [Handwritten Signature]

Date: 6/2/15

Notary Name: TAYLOR STEFFENS

Notary Registration Number: 799273

Notary (Notary Must Affix Stamp or Seal)

Date: 6/2/15



[Handwritten Signature]



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

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

Form with 6 numbered sections: 1. Business Name: PharmaCann LLC; 2. Name: Viraj Puri; 3. Title: principal stakeholder; 4. Briefly describe the role of this person or entity in the proposed registered organization: Advisor focusing on green building, renewable energy, greenhouse and environmental design; 5. Will this person or entity come into contact with medical marijuana or medical marijuana products? [X] No; 6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [X] No.



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

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

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

8. Phone: [redacted] 9. Fax: [redacted]
10. Email: [redacted]
11. Residence Address: [redacted]
12. City: [redacted] 13. State: [redacted] 14. ZIP Code: [redacted]
15. Formal Education table with columns: Institution, Address, Dates Attended (From, To), Degree Received, Date Received. Row 1: Colgate University, Hamilton, NY, 1999-2003, B.A., 5/2003.



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

16. Licenses Held: List any and all licenses issued by a governmental or other regulatory entity.
Table with 5 columns: Type of Professional License, License Number, Institution Granting License (Mailing Address, Phone, Email), Effective Date, Expiration Date.
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

Form with multiple sections for employer information, including fields for 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, and Position/Responsibilities.



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

Form with multiple sections for business information, including fields for Type of Business, Street Address, City, State, Zip Code, Starting/Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, Position/Responsibilities, Reason For Departure, and a section for other businesses (18. Offices Held or Ownership Interest in Other Businesses).

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

Form with three identical sections for business information. Each section includes fields for 'From:', 'To:', 'Business Type:', 'Name and Address of Business:', 'Office Held/Nature of Interest:', and 'Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:'. The 'Office Held/Nature of Interest:' field includes checkboxes for 'open', 'closed', and 'proposed'.



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

19. Affirmative Statement of Qualifications

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

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: [Handwritten Signature]

Date: 6/17/2015

Notary Name: Christopher Mury

Notary Registration Number: 01MU6187684

Notary (Notary Must Affix Stamp or Seal)

Date: 6/1/2015





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: PharmaCann LLC
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Michael Rauchman 3. Title: principal stakeholder
4. Briefly describe the role of this person or entity in the proposed registered organization:
Member of Hedgehog Advisors LLC, which is a member of Illinois MedTech LLC, which is a member of PharmaCann LLC
5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
[] Yes [x] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [] Yes [x] No
If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.



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

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

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

8. Phone: [redacted] 9. Fax:
10. Email: [redacted]
11. Residence Address: [redacted]
12. City: [redacted] 13. State: [redacted] 14. ZIP Code: [redacted]
15. Formal Education
Institution Address Dates Attended Degree Received Date Received
Leningrad Polytechnic Institute 29, Polytechnicheskaya st., 195251, St.Petersburg, Russia 1981 1986 MS 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.
Table with 5 columns: 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

Form with multiple sections for employer information, including fields for name of employer, type of business, street address, city, state, zip code, starting and ending dates of employment, name of supervisor for reference, supervisor phone number, and position/responsibilities. Includes a 'Reason For Departure' field.



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

Form with multiple sections for business information, including fields for Type of Business, Street Address, City, State, Zip Code, Starting Date of Employment, Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, Position/Responsibilities, Reason For Departure, and a section for 18. Offices Held or Ownership Interest in Other Businesses.

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

Form with three identical sections for business information. Each section includes fields for 'From:', 'To:', 'Business Type:', 'Office Held/Nature of Interest:', and 'Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:'. Radio buttons are provided for 'open', 'closed', and 'proposed' status.



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

19. Affirmative Statement of Qualifications
For individuals who have not previously served as a director/officer nor have had managerial experience, please include a statement below explaining how you are qualified to operate the proposed facility. This statement should include, but not be limited to, any relevant community/volunteer background and experience.
Not applicable - only an indirect stakeholder with no operational involvement in the applicant

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 Parris Date: 5/29/2015

Notary Name: MICHAEL D. PARRIS Notary Registration Number: 760571

Notary (Notary Must Affix Stamp or Seal) Date: 05/29/2015





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: PharmaCann LLC
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: William Scheffler 3. Title: Director of Cultivation
4. Briefly describe the role of this person or entity in the proposed registered organization:
As Director of Cultivation, Mr. Scheffler is responsible for all aspects of commercial cultivation; crop scheduling, plant propagation, soil prep, container and bed prep, in bed spacing, crop fertility, in season monitoring with soil tests and plant sap analysis, pest and pathogen controls using advanced IPM protocols, programming automated greenhouse controls, optimizing environmental conditions (light, temp, humidity, CO2, air flow), monitoring water quality for pH, EC, dissolved oxygen, pesticide residues or other contaminants, record keeping, regulatory compliance, crew scheduling and training.
5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
[] Yes [X] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [] Yes [X] No
If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.



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

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

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

8. Phone: [Redacted] 9. Fax: [Redacted]

10. Email: [Redacted]

11. Residence Address: [Redacted]

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

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Row 1: University of Illinois, 108 Henry Administrative Bldg. Urbana, IL 61801, 1974, 1978, BS, 1978.



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

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

Table with 5 columns: Type of Professional License, License Number, Institution Granting License (Mailing Address, Phone, Email), Effective Date, Expiration Date. The table contains 6 empty rows.

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: PharmaCann LLC

Type of Business: licensed medical cannabis manufacture and distribution

Street Address: 1140 Lake Street, Suite 304

City: Oak Park State: IL Zip Code: 60302

Starting Date of Employment: 03-2015 Ending Date of Employment: present

Name of Supervisor for Reference: [Redacted] Supervisor Phone Number: [Redacted]

Position/Responsibilities:
Responsible for managing all aspects of Company's cultivation operations from seedling to harvest.

Reason For Departure:





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

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



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

Form with multiple sections for business information, including fields for Type of Business, Street Address, City, State, Zip Code, Starting/Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, Position/Responsibilities, Reason For Departure, and a section for other businesses with a Yes/No question.

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

Form with two identical sections for business information. Each section includes fields for 'From:', 'To:', 'Business Type:', 'Name and Address of Business:', 'Office Held/Nature of Interest:', and 'Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:'. Radio buttons are provided for 'open', 'closed', and 'proposed' status.



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

19. Affirmative Statement of Qualifications

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

William "Bill" Scheffler is the PharmaCann Director of Cultivation for one its Dwight, Illinois Cultivation/Manufacturing Facility, a greenhouse marihuana growing operations in excess of 45,000 sq.ft. Bill assisted with designing and starting PharmaCann cultivation, including all aspects of the greenhouse operation from propagation through flower, irrigation, fertigation, among other tasks.

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: [Handwritten Signature] Date: 6-2-15
Notary Name: Kimberly L Kaskel Notary Registration Number: Commission No. 385968
Notary (Notary Must Affix Stamp or Seal) Date: 6/2/15
OFFICIAL SEAL
KIMBERLY L KASKEL
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 11/24/18



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

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

Form containing questions 1 through 6 regarding business name, name, title, role, contact with medical marijuana, fingerprinting, and previous management/ownership.



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

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

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

8. Phone: [Redacted] 9. Fax: [Redacted]

10. Email: [Redacted]

11. Residence Address: [Redacted]

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

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Contains data for Illinois Institute of Technology and University of Illinois.



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

16. Licenses Held: List any and all licenses issued by a governmental or other regulatory entity.
Table with 5 columns: Type of Professional License, License Number, Institution Granting License (Mailing Address, Phone, Email), Effective Date, Expiration Date.
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

Form with multiple sections for employer information, including fields for Name of Employer, Type of Business, Street Address, City, State, Zip Code, Starting/Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, and Position/Responsibilities. The form is divided into three main sections, each with a 'Reason For Departure' field.



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

Form with multiple sections for business information, including Type of Business, Street Address, City/State/Zip, Starting/Ending Dates of Employment, Name of Supervisor, Position/Responsibilities, Reason For Departure, and 18. Offices Held or Ownership Interest in Other Businesses.



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

Form with three identical sections for business registration details. Each section includes fields for 'From:', 'To:', 'Business Type:', 'Office Held/Nature of Interest:', and 'Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:'. Radio buttons are provided for 'open', 'closed', and 'proposed' status.



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

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

John Schneider is chemical engineer and M.B.A. who has decades of experience managing the critical day-to-day operations for large, successful complex world-wide manufacturing enterprises. John has over seven years of direct operations management managing operations that complied with GMP standards. Further, as a he has over nine years of general management experience over plants that complied with GMP.

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

Signature: [Handwritten Signature]

Date: 6/1/2015

Notary Name: Kimberly L Kaskel

Notary Registration Number: Commission No. 385968

Notary (Notary Must Affix Stamp or Seal)

Date: 6/1/2015





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: PharmaCann LLC
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Mary Jo Schuler 3. Title: principal stakeholder
4. Briefly describe the role of this person or entity in the proposed registered organization:
Member of Illinois MedTech LLC, which is a member of PharmaCann LLC
5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
[] Yes [X] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [] Yes [X] No
If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.



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

7. Has this person or entity been convicted of a felony or had any type of registration or license suspended or revoked in any administrative or judicial proceeding?

Yes No

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

8. Phone: 9. Fax:
10. Email:
11. Residence Address:
12. City: 13. State: 14. ZIP Code:
15. Formal Education
Institution Address Dates Attended Degree Received Date Received
Saint Louis University 1 North Grand, Saint Louis, MO 63103 1992 1995 Ph.D. 1995
Southern Illinois University 1263 Lincoln Dr, Carbondale, IL 62901 1989 1991 M.S. 1991
Kent State University, 800 E Summit St, Kent, OH 44240 1980 1985 B.A. 1985



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

16. Licenses Held: List any and all licenses issued by a governmental or other regulatory entity.
Table with 5 columns: Type of Professional License, License Number, Institution Granting License (Mailing Address, Phone, Email), Effective Date, Expiration Date.
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

Form with multiple sections for personal and professional information, including fields for Street Address, City, State, Zip Code, Starting/Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, Position/Responsibilities, Reason For Departure, Name of Employer, and Type of Business. The form is repeated for multiple individuals.



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

Form with multiple sections for business information, including fields for Type of Business, Street Address, City, State, Zip Code, Starting Date of Employment, Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, Position/Responsibilities, Reason For Departure, Name of Employer, Type of Business, and a section for 18. Offices Held or Ownership Interest in Other Businesses.

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

Form with three identical sections for business information, including fields for From, To, Business Type, Office Held/Nature of Interest, and Licensing/Regulatory Agency.



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.

Not applicable - only an indirect stakeholder with no operational involvement in the applicant

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

Signature: [Handwritten Signature]

Date: 5/28/2015

Notary Name: Kathleen Hall

Notary Registration Number: 683451

Notary (Notary Must Affix Stamp or Seal)
Official Seal
Kathleen M Hall
Notary Public State of Illinois
My Commission Expires 09/24/2015
[Handwritten Signature]

Date: 5/28/2015



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: PharmaCann LLC
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: R. Richard Schuler 3. Title: principal stakeholder
4. Briefly describe the role of this person or entity in the proposed registered organization:
Member of Illinois MedTech LLC, which is a member of PharmaCann LLC
5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
[] Yes [X] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [] Yes [X] No
If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.



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

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

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

8. Phone: [redacted] 9. Fax: [redacted]

10. Email: [redacted]

11. Residence Address: [redacted]

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

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Row 1: University of Illinois, 108 Henry Administrative Bldg. Urbana, IL 61801, 1976, 1980, BS, 1980.



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

Table with 5 columns: Type of Professional License, License Number, Institution Granting License (Mailing Address, Phone, Email), Effective Date, Expiration Date. Includes header for '16. Licenses Held' and '17. Employment History for the Past 10 Years'.

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

Form with multiple sections for personal and professional information, including fields for Street Address, City, State, Zip Code, Starting Date of Employment, Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, Position/Responsibilities, Reason For Departure, Name of Employer, and Type of Business.



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

Form with multiple sections for business information, including fields for Type of Business, Street Address, City, State, Zip Code, Starting/Ending Date of Employment, Name of Supervisor, and Position/Responsibilities. Includes a section for 'Reason For Departure' and a section for '18. Offices Held or Ownership Interest in Other Businesses'.

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

Form with three identical sections for business information. Each section includes fields for 'From:', 'To:', 'Business Type:', 'Office Held/Nature of Interest:', and 'Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:'. Radio buttons are provided for 'open', 'closed', and 'proposed' status.



Appendix A:

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

19. Affirmative Statement of Qualifications

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

Mr Richard Scholer is only a minor investor & has not plans to be involved in operating or working in any facility. Besides owning and operating a number of small businesses in the past he has also served on a number of civic positions including chamber of commerce, Roosevelt Rd business association, River Forest Community Center Board & Oak Park Tennis Center President.

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: R. Richard Scholer Date: 5-28-15
Notary Name: Pamela J. Kenne Notary Registration Number:
Notary (Notary Must Affix Stamp or Seal) Date: 5/28/15
OFFICIAL SEAL
PAMELA J KENDE
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 12/30/16



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: PharmaCann LLC
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Stephen Schuler 3. Title: Manager
4. Briefly describe the role of this person or entity in the proposed registered organization:
- Manager of PharmaCann LLC
- Member of Illinois MedTech LLC, which is a member of PharmaCann LLC
5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
[] Yes [X] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [] Yes [X] No
If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.



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

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

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

8. Phone: [Redacted] 9. Fax: [Redacted]

10. Email: [Redacted]

11. Residence Address: [Redacted]

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

15. Formal Education (Table header)

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Row 1: Lake Forest College, 555 N. Sheridan Road, lake Forest, IL 60045, 1980, 1981, [Redacted], [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. Table with columns: 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

Form with multiple sections for employer information, including fields for Name of Employer, Type of Business, Street Address, City, State, Zip Code, Starting/Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, and Position/Responsibilities.



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

Form with multiple sections for business information, including fields for Type of Business, Street Address, City, State, Zip Code, Starting/Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, Position/Responsibilities, Reason For Departure, Name of Employer, Type of Business, and a section for '18. Offices Held or Ownership Interest in Other Businesses' with a Yes/No question.

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

Form with two identical sections for business information. Each section includes fields for 'From:', 'To:', 'Business Type:', 'Office Held/Nature of Interest:', and 'Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:'. Radio buttons are provided for 'open', 'closed', and 'proposed' status.



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

19. Affirmative Statement of Qualifications

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

-• Serves on Board of Directors and Risk Committee of KCK; helped at the board level to facilitate merging of two cultures and elevated the understanding of the complexities associated with electronic trading
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: Stephen Schmitt

Date: 5/28/15

Notary Name: Kathleen Hall

Notary Registration Number: 683451

Notary (Notary Must Affix Stamp or Seal)

Date: 5/28/2015



Kathleen Hall



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: PharmaCann LLC
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Jonathan C. Scott 3. Title: Senior Engineer
4. Briefly describe the role of this person or entity in the proposed registered organization:
As Senior Engineer, Mr. Scott advises the Vice President of Operations.
5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
[Checked] Yes [] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [] Yes [Checked] No
If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.



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

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

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

8. Phone [redacted] 9. Fax:

10. Email [redacted]

11. Residence Address: [redacted]

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

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Row 1: Texas Tech University, 2500 Broadway, Lubbock, TX 79409, [redacted], [redacted], BS, 2003.



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

Table with 5 columns: Type of Professional License, License Number, Institution Granting License (Mailing Address, Phone, Email), Effective Date, Expiration Date. Includes instructions for listing licenses and employment history.

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

Form with multiple sections for business information, including fields for Type of Business, Street Address, City, State, Zip Code, Starting/Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, and Position/Responsibilities.



**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:		
<p>18. Offices Held or Ownership Interest in Other Businesses</p> <p>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.</p>		
<p>Have you owned or operated a business or had any affiliations with the operations of a business in New York, in the USA, or in other countries? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		
From:	Name and Address of Business:	
To:		
Business Type:	Office Held/Nature of Interest:	<input type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		



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

Form with three identical sections for business information. Each section includes fields for 'From:', 'To:', 'Business Type:', 'Office Held/Nature of Interest:', and 'Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:'. Radio buttons are provided for 'open', 'closed', and 'proposed' status.



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

19. Affirmative Statement of Qualifications

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

Jonathan Scott is a chemical engineer with over ten years experience providing engineering project and process design for gas and hydrogen processing facilities. He is experienced at making recommendations for the design and technical modifications to improve process technology. Mr. Scott conducts process performance tests and feasibility studies, which form the foundation for recommended process flow changes to achieve desired results. He maintains design tools, documentation, and checklists to confirm technical process requirements functions. John began his career [redacted]

Mr. Scott received a B.S. in Chemical Engineering from Texas Tech University.

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

Signature: [Handwritten Signature]

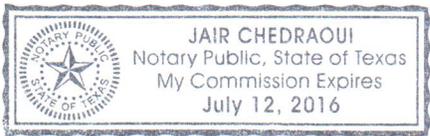
Date: 6/2/15

Notary Name: Jair Chedraoui

Notary Registration Number:

Notary (Notary Must Affix Stamp or Seal)

Date: 06/02/15



[Handwritten Signature]



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

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

1. Business Name: PharmaCann LLC
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Norah F. Scott 3. Title: Chief Hiring Officer/Board
4. Briefly describe the role of this person or entity in the proposed registered organization:
Norah serves as the Chief Human Resources Officer and oversees the recruiting and hiring of new employees; employee training programs; and community outreach for the company.
5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
[] Yes [X] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [] Yes [X] No
If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.



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

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

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

8. Phone: [Redacted] 9. Fax: [Redacted]

10. Email: [Redacted]

11. Residence Address: [Redacted]

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

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Rows include Northwestern University and University of Illinois.



**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: PharmaCann LLC				
Type of Business: licensed medical cannabis manufacture and distribution				
Street Address: 1140 Lake Street, Suite 304				
City: Oak Park		State: IL		Zip Code: 60302
Starting Date of Employment: 02-2015			Ending Date of Employment: present	
Name of Supervisor for Reference: [REDACTED]			Supervisor Phone Number: [REDACTED]	
Position/Responsibilities: (1) Oversee the recruiting, interviewing and hiring process for all candidates, (2) Build relationships with key figures in local communities and organizations to increase, (3) education and outreach, and (4) Oversee development and execution of orientation and training programs for employees				
Reason For Departure:				
Name of Employer:				
Type of Business:				



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

Form with multiple sections for personal and professional information, including fields for Street Address, City, State, Zip Code, Starting Date of Employment, Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, Position/Responsibilities, Reason For Departure, Name of Employer, and Type of Business.



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

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:		
<p>18. Offices Held or Ownership Interest in Other Businesses</p> <p>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.</p>		
<p>Have you owned or operated a business or had any affiliations with the operations of a business in New York, in the USA, or in other countries? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		
From:	Name and Address of Business:	
To:		
Business Type:	Office Held/Nature of Interest:	<input type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		



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

Form with three identical sections for business registration details. Each section includes fields for 'From:', 'To:', 'Business Type:', 'Office Held/Nature of Interest:', and 'Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:'. Radio buttons are provided for 'open', 'closed', and 'proposed' status.



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

19. Affirmative Statement of Qualifications

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

Norah serves as the Chief Human Resources Officer and oversees the recruiting and hiring of new employees: employee training programs: and community outreach for the company

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

Norah currently serves as the vice President of the board of directors of Sarah's Inn, a domestic violence agency in Oak Park, Illinois.

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: Norah Scott Date: 5/28/15
Notary Name: Kimberly L. Kuskel Notary Registration Number: Commission No. 38 5968
Notary (Notary Must Affix Stamp or Seal) Date: 5/28/15
OFFICIAL SEAL KIMBERLY L. KUSKEL NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES: 11/24/18



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: PharmaCann LLC
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Teddy C. Scott 3. Title: Chief Executive Officer
4. Briefly describe the role of this person or entity in the proposed registered organization:
As the CEO of PharmaCann LLC, Teddy develops and implements strategies for product development, business development, the research and development program and also financing. Teddy recruited and coordinates the members of senior management and the advisory team, In addition, Teddy leads the culture, mission and vision 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 [X] No

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

8. Phone: [Redacted] 9. Fax: [Redacted]

10. Email: [Redacted]

11. Residence Address: [Redacted]

12. City [Redacted] 13. Stat [Redacted] 14. ZIP Code: [Redacted]

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Rows include Northwestern University School of Law, Southern Methodist University, University of Texas, and Texas Tech University.



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

16. Licenses Held: List any and all licenses issued by a governmental or other regulatory entity.
Table with 5 columns: Type of Professional License, License Number, Institution Granting License, 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: PharmaCann LLC
Type of Business: licensed medical cannabis manufacture and distribution
Street Address: 1140 Lake Street, Suite 304
City: Oak Park State: IL Zip Code: 60302
Starting Date of Employment: 02-2015 Ending Date of Employment: present
Name of Supervisor for Reference: [Redacted] Supervisor Phone Number: [Redacted]
Position/Responsibilities: Chief Executive Officer - (1) develops and implements strategies for product development, business development, the research and development program and also financing; (2) recruited and coordinates the members of senior management and the advisory team; and (3) leads the culture, mission and vision of the company.
Reason For Departure: 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

Form with multiple sections for employer information, including fields for Name of Employer, Type of Business, Street Address, City, State, Zip Code, Starting/Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, and Position/Responsibilities.



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

Form with multiple sections for business information, including fields for Type of Business, Street Address, City, State, Zip Code, Starting/Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, and Position/Responsibilities. Includes a section for Reason For Departure and a section for 18. Offices Held or Ownership Interest in Other Businesses.

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

Form with multiple sections for business information, including fields for 'From:', 'To:', 'Business Type:', 'Office Held/Nature of Interest:', and '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.

Prior to joining PharmaCann, Teddy was an

[Redacted]

For the past 15 years, Teddy has guided emerging companies to execute on their business plan by maximizing, protecting and monetizing their proprietary assets. Teddy is a long-time resident and active in the communities of Illinois. He is a mentor of Chicago Innovation Mentors - a coalition of the University of Illinois, University of Chicago, and Northwestern University focusing on advising startup companies founded on technologies developed at the member university. As part of his pro bono efforts, Teddy has mentored numerous companies in their formation, raising initial capital, and beginning operations. He is also a mentor and advisor to companies at the University of Illinois. Since 2012, Teddy has worked with Entrepreneurs-in-Residence at the U of I to advise companies at the EnterpriseWorks Incubator.

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: [Handwritten Signature] Date: 05-28-2015
Notary Name: Kimberly L Kaskel Notary Registration Number: Commission Number 385968
Notary (Notary Must Affix Stamp or Seal) Date: 5-28-15
OFFICIAL SEAL
KIMBERLY L KASKEL
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 11/24/18



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: PharmaCann LLC
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: David Sidransky M.D. 3. Title: Chair-Research Adv. Board
4. Briefly describe the role of this person or entity in the proposed registered organization:
Dr. Sidransky is a member of and chairperson of the Research Advisory Board of the Company.
5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
[] Yes [X] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [] Yes [X] No
If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.



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

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

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

8. Phone: [Redacted] 9. Fax: [Redacted]

10. Email: [Redacted]

11. Residence Address: [Redacted]

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

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Rows include Bar-Ilan University, Brandeis University, and Baylor College of Medicine.



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

Table with 5 columns: Type of Professional License, License Number, Institution Granting License (Mailing Address, Phone, Email), Effective Date, Expiration Date. Row 1: Medical License, D36597, Maryland Board of Physicians, 04/26/1988, 09/30/2015.

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

Form with multiple sections for personal and professional information, including fields for Street Address, City, State, Zip Code, Starting Date of Employment, Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, Position/Responsibilities, Reason For Departure, Name of Employer, and Type of Business.



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

Form with multiple sections for business information, including fields for Type of Business, Street Address, City, State, Zip Code, Starting/Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, Position/Responsibilities, Reason For Departure, Name of Employer, and 18. Offices Held or Ownership Interest in Other Businesses.

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



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

Form with two main sections. Each section includes fields for 'From' and 'To' dates, 'Business Type', 'Office Held/Nature of Interest', and 'Name, Address and Phone Number of Licensing/Regulatory Agency'. The first section is for Advaxis Inc. and the second for Rosetta Genomics.



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

From: 2014	Name and Address of Business:	
To: Current	Galmed Pharmaceutials, 551 Fifth Avenue, New York, NY 10176	
Business Type: biopharmaceutical company	Office Held/Nature of Interest: Board of Directors	<input checked="" type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		
From: 2013	Name and Address of Business:	
To: Current	Celsus Therapeutics, 24 West 40th Street. 8th Floor, New York, NY 10018	
Business Type: drug development company	Office Held/Nature of Interest: Board of Directors	<input checked="" type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		
From: 2011	Name and Address of Business:	
To: Current	Tamir Biotechnology, 12625 High Bluff Dr, Suite 113, San Diego, CA 92130	
Business Type: antiviral therapeutics company	Office Held/Nature of Interest: Board of Directors	<input checked="" type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		



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

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

Dr. Sidransky is a renowned oncologist and research scientist named and profiled by TIME magazine in 2001 as one of the top physicians and scientists in America, recognized for his work with early detection of cancer.



During the past decade, in the field of oncology, Dr. Sidransky has been one of the world's most cited researchers in clinic and medical journals, with over 300 peerreviewed publications. He has contributed more than 40 cancer reviews and chapters. Dr. Sidransky is a founder of a number of biotechnology companies and holds numerous biotechnology patents. He has served as vice chairman of the board of directors, and was, until the merger with Eli Lilly, a director of ImClone Systems Inc., a global biopharmaceutical company committed to advancing oncology care. He is the chairman of Alfacell Corporation and serves on the board of directors of Xenomics.



Dr. Sidransky is the recipient of a number of awards and honors, including the 1997 Sarstedt International Prize from the German Society of Clinical Chemistry, the 1998 Alton Ochsner Award Relating Smoking and Health by the American College of Chest Physicians.

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

Signature: [Handwritten Signature] Date: 6/2/15

Notary Name: Andre Jackson Notary Registration Number: MA

Notary (Notary Must Affix Stamp or Seal) [Handwritten Signature] Date: 6/2/15





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: PharmaCann LLC
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Christopher Talsma 3. Title: Principal Stakeholder
4. Briefly describe the role of this person or entity in the proposed registered organization:
Member of Taloramo LLC, which is a member of PharmCann LLC
5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
[] Yes [x] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [] Yes [x] No
If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.



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

7. Has this person or entity been convicted of a felony or had any type of registration or license suspended or revoked in any administrative or judicial proceeding?

Yes No

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

8. Phone: 9. Fax:

10. Email:

11. Residence Address:

12. City: 13. State: 14. ZIP Code:

15. Formal Education Dates Attended Degree

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Rows include Albion College and University of Michigan.



**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
Architect	101.8334	Illinois Dept. of Prof. Regulation 320 W Washington, Springfield IL 217-785-0820	10/07/2002	11/30/2016
Architect	035491-1	New York State office of the professions State Education Bldg., Albany NY 518-474-3817	04/26/2012	06/2017
Architect	RA402839	Pennsylvania Bureau of Prof. Affairs PO Box 2649 Harrisburg, PA 17105 717-787-8503	02/12/2004	06/30/2017

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.

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:



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

Form with multiple sections for personal and professional information, including fields for Street Address, City, State, Zip Code, Starting Date of Employment, Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, Position/Responsibilities, Reason For Departure, Name of Employer, and Type of Business.



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

Form with multiple sections for business information, including fields for Type of Business, Street Address, City, State, Zip Code, Starting/Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, Position/Responsibilities, Reason For Departure, and a section for other businesses.

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.

Not applicable - Only an indirect stakeholder with no operational involvement in applicant.

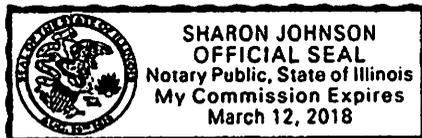
20. The undersigned certifies, under penalty of perjury, that the information contained herein or attached hereto is accurate, true, and complete in all material respects.

Signature: [Handwritten Signature] Date: 5/29/15

Notary Name: Sharon Johnson Notary Registration Number: 693103

Notary (Notary Must Affix Stamp or Seal) Date:

05/29/2015





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: PharmaCann LLC
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Daniel V. Tierney 3. Title: principal stakeholder
4. Briefly describe the role of this person or entity in the proposed registered organization:
Member of Illinois MedTech LLC, which is a member of PharmaCann LLC
5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
[] Yes [X] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [] Yes [X] No
If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.



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

7. Has this person or entity been convicted of a felony or had any type of registration or license suspended or revoked in any administrative or judicial proceeding?

Yes No

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

8. Phone: 9. Fax:

10. Email:

11. Residence Address:

12. City: 13. State: 14. ZIP Code:

15. Formal Education Dates Attended Degree

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Row 1: Bentley College, 175 Forest St, Waltham, MA 02452, 1989, 1993, BS, 1993.



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

16. Licenses Held: List any and all licenses issued by a governmental or other regulatory entity.
Table with 5 columns: Type of Professional License, License Number, Institution Granting License (Mailing Address, Phone, Email), Effective Date, Expiration Date.
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

Form with multiple sections for employer information, including fields for name, address, dates, and supervisor details. The form is partially redacted with yellow shading.



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

Form with multiple sections for business information, including fields for Type of Business, Street Address, City, State, Zip Code, Starting/Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, and Position/Responsibilities. Includes a section for Reason For Departure and a section for 18. Offices Held or Ownership Interest in Other Businesses.

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

Form with two identical sections for business information, including fields for From, To, Business Type, Office Held/Nature of Interest, and Licensing/Regulatory Agency details.



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.

Not applicable - only an indirect stakeholder with no operational involvement in the applicant

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

Signature: [Handwritten Signature] Daniel V. Tierney

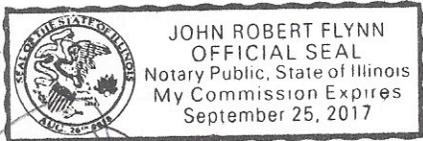
Date: May 29, 2015

Notary Name: John R. Flynn

Notary Registration Number: 721452

Notary (Notary Must Affix Stamp or Seal)

Date:



May 29, 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.

Form containing questions 1 through 6 regarding business name, name, title, role, contact with medical marijuana, and management/ownership history.



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

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

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

8. Phone: [Redacted] 9. Fax:

10. Email: [Redacted]

11. Residence Address:

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

Table with 6 columns: Institution, Address, Dates Attended (From, To), Degree Received, Date Received. Row 1: University of Southern California, 3601 Watt Way, GFS-315, Los Angeles, California 90089-1695.



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

Table with 5 columns: Type of Professional License, License Number, Institution Granting License (Mailing Address, Phone, Email), Effective Date, Expiration Date. Includes instructions for listing licenses and employment history.

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

Form with multiple sections for business information, including fields for Type of Business, Street Address, City, State, Zip Code, Starting/Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, and Position/Responsibilities.



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

Form with multiple sections for business information, including fields for Type of Business, Street Address, City, State, Zip Code, Starting/Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, Position/Responsibilities, Reason For Departure, and a section for 18. Offices Held or Ownership Interest in Other Businesses.

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



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



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

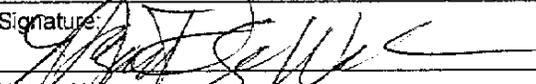
19. Affirmative Statement of Qualifications

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.

Fave Wilson is

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: June 7, 2015
Notary Name: Patricia S. O'Sullivan	Notary Registration Number: 2058865
Notary (Notary Must Affix Stamp or Seal) Patricia S. O'Sullivan	Date: June 2, 2015



PATRICIA S. O'SULLIVAN
Commission # 2058865
Notary Public - California
San Diego County
My Comm. Expires Mar 22, 2018

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Diego

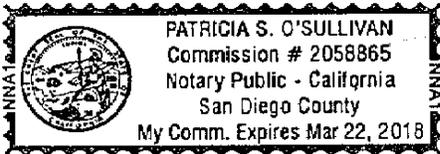
On June 2, 2015 before me, Patricia S. O'Sullivan, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Margaret Day Wilson
Name(s) of Signer(s)

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Patricia S. O'Sullivan
Signature of Notary-Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Appendix - Off Document Date: 6/2/2015
Number of Pages: 7 Signer(s) Other Than Named Above: 0

Capacity(ies) Claimed by Signer(s)

Signer's Name: Margaret Day Wilson Signer's Name: _____
 Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____
 Partner — Limited General Partner — Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer Is Representing: _____ Signer Is Representing: _____

Appendix B – Architectural Program



Appendix B – Architectural Program

This submission and its attachments contains critical infrastructure information, trade secrets, and other highly confidential information in the form of compilation of information, practices, processes, design, commercial methods that are not generally known or reasonably ascertainable by others and by which PharmaCann obtains an economic advantage over others. These materials are submitted to an agency by a commercial enterprise which if disclosed would cause substantial injury to the competitive position of the subject enterprise. PharmaCann objects to any disclosure of this information and requests an exemption from disclosure pursuant to Public Officers Law § 89(5)(a)(1).

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Attachment 1, Appendix B for Manufacturing Facility

Attachment 2 Amherst Appendix B

Attachment 3 Liverpool (Salina) Appendix B

Attachment 4 Albany (Guilderland) Appendix B

Attachment 5 Bronx Appendix B

Attachment 6 MEP Narrative

Attachment 7 for Draft/Final Contract Documents

Attachment 8 GANTT Chart of Mfg. Facility Construction Timeline

Attachment 9 for Draft/Final Dispensary Contract Documents

Appendix B – Architectural Program

1

This submission and its attachments contains critical infrastructure information, trade secrets, and other highly confidential information in the form of compilation of information, practices, processes, design, commercial methods that are not generally known or reasonably ascertainable by others and by which PharmaCann obtains an economic advantage over others. These materials are submitted to an agency by a commercial enterprise which if disclosed would cause substantial injury to the competitive position of the subject enterprise. PharmaCann objects to any disclosure of this information and requests an exemption from disclosure pursuant to Public Officers Law § 89(5)(a)(1).

There is no one in the medical marijuana industry like us.

PharmaCann LLC (“PharmaCann”) is uniquely positioned with the experience and capabilities to be the highest quality licensee in New York. PharmaCann is the largest vertically integrated medical marijuana company in the United States. PharmaCann is the only company in the United States with the following qualifications:

- Awarded most permits in the rigorous Illinois medical marijuana licensing process;
- Operating two manufacturing and four dispensary locations in a single state;
- Ability to complete construction of multiple manufacturing and dispensary locations within six months of permit award;
- Founders, partners and employees completely free of any background of illegal, underground, or black market marijuana production;
- Operating with pharmaceutical development and production experience.

PharmaCann was awarded the most medical marijuana licenses (six total) in the highly regulated and competitive state of Illinois. With its two cultivation and manufacturing facilities and four dispensary facilities, PharmaCann currently operates over 80,000 sq. ft. of cultivation and production space and over 12,000 sq. ft. of dispensary space.

PharmaCann has reached prominence through its professionalism and commitment to high standards, traits not historically found in the burgeoning medical marijuana industry. PharmaCann was formed in 2013 when its founders, values-oriented professionals, saw an opportunity to bring mainstream business practices, professionalism and ethical standards to a growing industry in need. PharmaCann has retained professionals with experience at premier companies, including Ball Horticultural Company, Gotham Greens, McDonald’s, Illinois Tool Works, Amoco Oil, Goldman Sachs, Roche, Amgen and Sandoz Pharmaceuticals.

The PharmaCann commitment to excellence is backed by its history and support from the investor community. PharmaCann has raised in excess of [REDACTED] for its vision and position of leadership in medical marijuana industry. PharmaCann is continuing to raise capital for and anticipates having in excess of [REDACTED] in capital for its expansion plans in New York.

Appendix B – Architectural Program

This submission and its attachments contains critical infrastructure information, trade secrets, and other highly confidential information in the form of compilation of information, practices, processes, design, commercial methods that are not generally known or reasonably ascertainable by others and by which PharmaCann obtains an economic advantage over others. These materials are submitted to an agency by a commercial enterprise which if disclosed would cause substantial injury to the competitive position of the subject enterprise. PharmaCann objects to any disclosure of this information and requests an exemption from disclosure pursuant to Public Officers Law § 89(5)(a)(1).

Appendix B – Architectural Program

PharmaCann LLC submits the following Appendix B – Architectural Program to the State of New York Department of Health (“Department”), pursuant to the State of New York’s Medical Marihuana Program (“MMJ Program”).

PharmaCann’s Appendix B for its Manufacturing Facility is at **Attachment 1**. PharmaCann’s Appendix B for each Dispensary is at the following:

Amherst Appendix B	-	Attachment 2
Liverpool (Salina) Appendix B	-	Attachment 3
Albany (Guilderland) Appendix B	-	Attachment 4
Bronx Appendix B	-	Attachment 5

I. Manufacturing Facility Appendix B (Hamptonburgh)

A. NY Shovel Ready, Prime Industrial Property

PharmaCann’s manufacturing facility is to be constructed within the Hudson Crossing business park located in the Town of Hamptonburgh, County of Orange. The business park is located in an LUI zoning district. The Hudson Valley Crossings property (“HVC”) is zoned industrial and has all of its approvals in place and is certified as “Build Now NY Site” a New York state-sponsored economic development effort.¹

The HVC property is part of a planned industrial park, and is the final lot to be developed in a three (3) lot parcel. Neighbors include Hunter Panels and a planned \$85 million pharmaceutical distribution facility. All improvements for the industrial park have been prior completed by the Seller and include detention pond, access road, site utilities, mass grading as well as permitting including:

- Grading Permit
- Site Plan Approval (SEQR Findings)
- Site Plan approval permitting construction of three warehouses and distribution buildings
- Amended Storm water Pollution Prevention Plans

¹ The program was designed to provide grants to study environmental impacts of projects before users are identified, so that the required SEQR review would be fulfilled before the parcel is sold to a specific user. If the user can build on the site, and make sure of the sire under the thresholds established under the SEQR process, it is not necessary to conduct another SEQR review

- Office of Parks, Historic Preservation Review Finding of No Adverse Impact on Cultural Resources
- NY State ECL Permit to fill 42 acres of federal wetland.
- Phase 1 Environmental Completed
- Topographical survey of subdivision

As the site has been prior permitted for development, PharmaCann is only required to submit for building permit and amended sit approvals to the Village of Hamptonburgh.

B. Town Board, Planning Board and Zoning Board of Appeals

The Town of Hamptonburgh designates one or more of the following: scientific, laboratory, medical research, warehouse/distribution office, agricultural and horticultural operations as “uses permitted by right.” As such, only a site plan approval from the Planning Board and a building permit from the Building Department/Building Inspector of the Town of Hamptonburgh are required for PharmaCann’s development plans. PharmaCann does not believe that Town Board Approval or Town Zoning Board of Appeals Approval is necessary for its proposed site development on HVC.

C. Construction Documents for Manufacturing Facility

1. Architectural and Engineering Drawings and MEP

PharmaCann retained Filoramo Talsma to develop a full set of architectural, engineered, drawings for the Hamptonburgh Project. **See Construction Detail Drawings and Engineering for Manufacturing Facility (External Exhibit).** The drawings include [REDACTED]. A copy of the MEP Narrative is attached at Attachment 6.

2. Electronic Security System Drawings

PharmaCann retained Engineering Plus to develop a full set of electronic security system drawings/requirements for the Hamptonburgh Project. See Security System Detail Drawings for Manufacturing Facility (External Exhibit). These drawings include [REDACTED]

D. Building Permits for Manufacturing Facility

The Manufacturing Facility will be built in a Shovel Ready Subdivision with the Hamptonburgh Planning Board Approval. PharmaCann projects the following permitting schedule:

Action	On or before
--------	--------------

This submission and its attachments contains critical infrastructure information, trade secrets, and other highly confidential information in the form of compilation of information, practices, processes, design, commercial methods that are not generally known or reasonably ascertainable by others and by which PharmaCann obtains an economic advantage over others. These materials are submitted to an agency by a commercial enterprise which if disclosed would cause substantial injury to the competitive position of the subject enterprise. PharmaCann objects to any disclosure of this information and requests an exemption from disclosure pursuant to Public Officers Law § 89(5)(a)(1).

Submission of Preliminary Building Permit Review Package to Hamptonburgh Planning Board
Town of Hamptonburgh Planning Board Approval Meeting
Submission of permit for Site/Foundation Permit
Submission of full Building Permit Package

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

[Redacted]

Upon approval of the building permit, commencement of the full building construction will commence immediately.

E. Bidding and Contract Award Phase for Manufacturing Facility

PharmaCann is confident that it can construct, equip and begin operating its proposed New York Manufacturing Facility within six (6) months of a license grant. Our team has experience constructing manufacturing and dispensing facilities in Illinois that are based on the same prototype greenhouse, headspace and dispensary layouts as proposed in New York.

PharmaCann in Illinois simultaneously built one 37,000 sf. manufacturing facility from bare farmland; with the second manufacturing facility of 45,000 sf. that involved the buildout of an existing 25,000 warehouse. Notably, PharmaCann understands that construction timing and risk on 25,000 sf. warehouses build out was greater than the bare ground site build. A buildout of pharmaceutical grade facility inherently include risk and potential for delays that **are not present** in prime, greenfield development of a proven architectural/engineering package.

PharmaCann will rely on the same construction and implementation team, including having received bids from the following major contractors/suppliers:

- Architectural Design and Engineering
- Electronic Security System Design
- General Contracting
- Greenhouse Supply
- Greenhouse Installation
- Water Filtration

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

[Redacted]

Appendix B – Architectural Program

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

This submission and its attachments contains critical infrastructure information, trade secrets, and other highly confidential information in the form of compilation of information, practices, processes, design, commercial methods that are not generally known or reasonably ascertainable by others and by which PharmaCann obtains an economic advantage over others. These materials are submitted to an agency by a commercial enterprise which if disclosed would cause substantial injury to the competitive position of the subject enterprise. PharmaCann objects to any disclosure of this information and requests an exemption from disclosure pursuant to Public Officers Law § 89(5)(a)(1).

II. Dispensaries Appendix B – Architectural Program

PharmaCann’s Appendix B – Architectural Program for its Dispensaries are attached as follows:

- Amherst Appendix B - **Attachment 2.**
- Liverpool (Salina) Appendix B - **Attachment 3.**
- Albany (Guilderland) Appendix B - **Attachment 4.**
- Bronx Appendix B - **Attachment 5.**

A. Town Board, Planning Board and Zoning Board of Appeals

1. Amherst, New York Dispensary

This proposed dispensary is located within a Research and Development District (RD) of the Town of Amherst. The stated purpose of the RD zone is to provide for the “location of

Appendix B – Architectural Program

research and development, related production activities, light manufacturing, offices and related training schools on sufficient land to permit efficient development.” In addition to office, research and testing, and warehouse and research development uses, the manufacture of food, beverage and pharmaceutical products are permitted uses within the zoning district.

PharmaCann is not aware of a retail or general commercial uses permitted within the RD zone that relate to the sale of medical cannabis. PharmaCann believes that, in addition to the requirement of a building permit, a special use permit issued by the Zoning Board of Appeals will be required for the Amherst, New York dispensary.

2. Liverpool (Salina), New York Dispensary (Located in town of Salina)

This proposed dispensary is located within a Planned Commercial C-3 zoning district of the Town of Salina. The stated intent of the C-3 district “is to provide areas, on highways designed to handle large traffic volumes, for well-planned and –designed commercial uses which primarily serve the motoring public” and which are not “detrimental or inharmonious to adjoining residential districts and permitted uses.”

Uses that are permitted by right within the C-3 district include retail sale and service, offices, and shopping centers. PharmaCann believes that its intended dispensary operations in Salina, New York are a use permitted by right.

3. Albany/Guilderland, New York Dispensary

This dispensary is located within a Local Business District (LBD) of the Town of Guilderland, County of Albany. The stated purpose of an LBD is to “provide areas or centers for convenient shopping to serve residential neighborhoods.”

The local zoning code does not provide any uses permitted by right to be located within an LBD. The zoning code requires issuance of a special permit for building purposes such as general office, office buildings, professional or retail uses, and mixed-use buildings. PharmaCann believes that, in addition to the requirement of a building permit, a special use permit issued by the Zoning Board of Appeals will be required for the Albany/Guilderland dispensary.

4. Bronx, New York Dispensary

This proposed dispensary is located within an M1 Light Manufacturing and M2 Medium Manufacturing Districts within the Bronx Borough of the City of New York.

A variety of retail and general service and commercial uses are permitted by right within these districts including certain treatment health care facilities approved under Article 28 of the NYS Public Health Law, medical or dental labs, general retail and commercial uses, as well as a long list of specific retail, commercial and service uses. PharmaCann believes that its intended dispensary operations in the Bronx, New York are a use permitted by right.

This submission and its attachments contains critical infrastructure information, trade secrets, and other highly confidential information in the form of compilation of information, practices, processes, design, commercial methods that are not generally known or reasonably ascertainable by others and by which PharmaCann obtains an economic advantage over others. These materials are submitted to an agency by a commercial enterprise which if disclosed would cause substantial injury to the competitive position of the subject enterprise. PharmaCann objects to any disclosure of this information and requests an exemption from disclosure pursuant to Public Officers Law § 89(5)(a)(1).

Given that none of the permitted uses expressly address the sale of medical cannabis, PharmaCann is prepared to obtain a special use permit from the NYC Planning Commission if necessary.

B. Construction Documents for Dispensary Facilities

1. Architectural Drawings

PharmaCann retained Filoramo Talsma to develop a full set of architectural, engineered, drawings for the each of the four dispensary locations. **See Construction Detail Drawings and Engineering for Dispensary Facility (External Exhibit).**

2. Electronic Security System Drawings

PharmaCann retained Engineering Plus to develop a full set of electronic security system drawings/requirements for each dispensary. See Security System Detail Drawings for Dispensaries (External Exhibit). These drawings include [REDACTED]

[REDACTED]

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

This submission and its attachments contains critical infrastructure information, trade secrets, and other highly confidential information in the form of compilation of information, practices, processes, design, commercial methods that are not generally known or reasonably ascertainable by others and by which PharmaCann obtains an economic advantage over others. These materials are submitted to an agency by a commercial enterprise which if disclosed would cause substantial injury to the competitive position of the subject enterprise. PharmaCann objects to any disclosure of this information and requests an exemption from disclosure pursuant to Public Officers Law § 89(5)(a)(1).

D. Bidding and Contract Award Phase for Dispensary Facilities

PharmaCann is confident that it can construct, equip and begin operating its proposed Dispensaries by the time that approved products are made available by its Manufacturing Facility. Our team has experience constructing manufacturing and dispensing facilities in Illinois that are based on the same prototype greenhouse, headspace and dispensary layouts as proposed in New York.

Appendix B – Architectural Program

This submission and its attachments contains critical infrastructure information, trade secrets, and other highly confidential information in the form of compilation of information, practices, processes, design, commercial methods that are not generally known or reasonably ascertainable by others and by which PharmaCann obtains an economic advantage over others. These materials are submitted to an agency by a commercial enterprise which if disclosed would cause substantial injury to the competitive position of the subject enterprise. PharmaCann objects to any disclosure of this information and requests an exemption from disclosure pursuant to Public Officers Law § 89(5)(a)(1).

PharmaCann will rely on the following construction and implementation team, for its dispensary build-outs:

Architectural Design and Engineering
Electronic Security System Design
General Contracting



See Attachment 9 for Draft/Final Dispensary Contract Documents. PharmaCann is finalizing pricing negotiations and moving forward with Contract Award for each member of the team. PharmaCann has already obtained commitments from its team members to rapidly mobilize, defer other work and otherwise perform pursuant to the anticipated NY development timelines.

Based on its Illinois experience building four (4) dispensaries, PharmaCann estimates the following architectural and construction costs for its dispensaries:

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

E. Commencement and Timeline of Construction
Redacted pursuant to N.Y. Public Officers Law, Art. 6

Attachment 1, Appendix B for Manufacturing Facility

Appendix B – Architectural Program

This submission and its attachments contains critical infrastructure information, trade secrets, and other highly confidential information in the form of compilation of information, practices, processes, design, commercial methods that are not generally known or reasonably ascertainable by others and by which PharmaCann obtains an economic advantage over others. These materials are submitted to an agency by a commercial enterprise which if disclosed would cause substantial injury to the competitive position of the subject enterprise. PharmaCann objects to any disclosure of this information and requests an exemption from disclosure pursuant to Public Officers Law § 89(5)(a)(1).



Appendix B: Architectural Program

A SEPARATE "APPENDIX B" SHALL BE COMPLETED FOR EACH SEPARATE BUILDING AND/OR FACILITY INCLUDED IN THE ORGANIZATION'S BUSINESS PLAN

COMPANY INFORMATION

Table with 2 columns: Field Name and Value. Fields include Business Name (PharmaCann, LLC), Facility Type (Manufacturing Facility checked, Dispensing Facility unchecked), Use and Occupancy Classification (Factory (Processing/Manufacturing) - Use Group F-1 (Moderate-Hazard Occupancy)), Building Construction Type and Classification (Type II-B Noncombustible Construction), Facility Address (600 Neelytown Rd., Montgomery (Hamptonburgh), Orange County, NY 12549), Primary Contact Telephone number (708-919-5641), and Primary Contact Fax number (904-369-8283).

PART I - ARCHITECTURAL PROGRAM & CONSTRUCTION TIMELINE:

Applicant shall identify planning requirements, including but not limited to:

Table with 2 columns: Checklist Item and Status. Items include TOWN BOARD APPROVAL (unchecked), PLANNING BOARD APPROVAL (checked), ZONING BOARD OF APPEALS APPROVAL (unchecked), PREPARATION OF CONSTRUCTION DOCUMENTS (checked), BUILDING PERMIT (checked), BIDDING PHASE (checked), CONTRACT AWARD PHASE PER EACH APPLICABLE CONTRACTOR (Identify all that apply) (checked), COMMENCEMENT OF CONSTRUCTION (checked), and COMPLETION OF CONSTRUCTION (checked).



Appendix B – Architectural Program

PART II – SITE PLAN(S)

Applicant shall provide the appropriate details for each of the following by identifying the location and dimension on the Site Plan attached to the application for each building location.

- Entrance and Exits
Public Parking Spaces
Staff Parking Spaces
Accessible Parking Spaces
Accessible Route(s)
Fire Lane and/or Fire Apparatus Road
Percentage of Green Space
Location of Emergency Power Systems
Loading & Unloading
Security Gates & Fences

PART III – ENERGY SOURCES & ENGINEERING SYSTEMS:

Applicant shall provide the following minimum information to outline the specifications relating to the energy sources and engineering systems of each building included in the application.

- Energy Source: Natural Gas, Solar, Oil, Other, Electric
Engineering Systems: Heating System, Cooling System, Ventilation & Humidification Systems, Electrical Distribution Available, Water Supply, Sewage, Emergency Power System



Appendix B – Architectural Program

PART IV – BUILDING CODE COMPLIANCE: (pages 3-13)

CHECK ALL APPLICABLE CODES FOR THE FACILITY

Table with 2 columns: checkbox and code description. Includes codes like 2010 BUILDING CODE OF NYS, 2010 FIRE CODE OF NYS, 2010 PLUMBING CODE OF NYS, etc.



Appendix B – Architectural Program

Select Project

New Building

Alteration Level 3

Demolition

Type:

Repair

Change of Occupancy

Chapter 3. Prescriptive Compliance Method

Check all that apply.

Alteration Level 1

Addition

Chapter 13. Performance Compliance Method

Refer to the Existing

Alteration Level 2

Historic Building

Building Code for definitions.

Select Work

General Construction

Structural

Site Work

Involved:

Roofing

Mechanical

Sprinkler

Check all that apply.

Asbestos

Plumbing

Elevators

Abatement/Environmental

Electrical

Other: _____

Fire Alarm

CODE COMPLIANCE REVIEW

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

- Code Compliance Review is based on the 2010 NY State Building Code for New Construction. If any other building code applies to the location or type of construction, provide applicable code and sections that most closely relates and references the code topic and information in the code sections listed below. Provide appropriate abbreviations for other applicable codes, such as: **FC: Fire Code, PC: Plumbing Code, MC: Mechanical Code, FGC: Fuel Gas Code, ECCC: Energy Conservation Code.**
- Provide the Required standard for each applicable code section. (i.e.: area, quantity, classification type, materials, hourly separation, etc.). If section does not apply, indicate one of the following with explanation: **NA: Not Applicable, NR: Not Required, NP: Not Permitted**
- Provide your facilities "Actual" value for each required standard as per applicable code section.

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
1	Use & Occupancy Classification	302.1 - 312		Use & occupancy of this facility. Identify all applicable materials, class and quantities regarding Table 307.1.	Factory Industrial F-1 (Moderate Hazard)	Factory Industrial F-1 (Moderate Hazard)



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.	Exception: Building fully equipped with approved fire sprinkler	Building fully equipped with approved fire sprinkler. See Plans
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.	4 control areas w/ <2,000 lbs of product ea. Weight increase permitted with approved cabinetry	3 control areas w/ <1,000 lbs of product in ea.
4	Hazardous Materials Control Areas	414.2		Provide additional information indicating number, size, materials stored, and quantity of each material.	Dried cannabis stored within 3 hour enclosures +	3 hour walls/clg/floor between control spaces +
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).	Two story, IIB, F-1 buildings can have unlimited area per 507.4	Sprinkled with 60' wide clear open space around entire perimeter of facility.
6	Incidental Use Areas	508.2		Identify all Incidental Use Areas and required fire separation of occupancies on Building Plans.	Boiler & Mechanical rooms require 1hr. enclosure	1 hour enclosures provided.



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
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).	N/A	N/A
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).	N/A	N/A
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).	N/A	N/A
10	Construction Classification	602		Provide Construction Classification per each building included in Application.	Type II-B Noncombustible Construction	Type II-B Noncombustible Construction
11	Fire Resistance Rating Req'm't for Building Elements	Table 601		Provide Fire Resistance Rating per each building element as per Table 601. Identify rating & elements on Building Plans.	Non-combustible w/ 0 hourly rating required	Non-combustible w/ 0 hourly rating 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
12	Exterior Wall Fire-Resistance Rating	Table 602		Identify required fire resistance rating of exterior walls on Building Plan(s).	Non-Combustible w/ 0 hourly rating	Non-Combustible: Head-House (2 hour) Grow Area (0 hour) +
13	Exterior Fire Separation Distance	Table 602		Identify required fire separation distance of exterior walls between Buildings on Plan.	N/A	N/A
14	Fire Walls	705		Provide code information and identify all applicable required Fire Wall(s) and fire resistance requirement on Building Plans.	N/A	N/A
15	Fire Barriers	706		Provide code information and identify all applicable required Fire Barrier(s) and fire resistance requirement on Building Plans.	N/A	N/A
16	Shaft Enclosures	707		Provide code information and identify all applicable required Shaft Wall(s) and fire resistance requirement on Building Plans.	N/A	N/A
17	Fire Partitions	708		Provide code information and identify all applicable required Fire Partition(s) and fire resistance requirement on Building Plans.	1 hour at mech./boilers and 1-3 hour at control spaces	1 hour at mech./boilers and 1-3 hour at control spaces



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code' (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value' /Allowed Code Value	Facility's Actual Value'
18	Horizontal Assemblies	711		Provide code information and identify all applicable required Horizontal Assemblies and fire resistance requirement on Building Plans.	Non-combustible and 0 hourly fire rating	Non-combustible and 0 hourly fire rating
19	Fire Protection: Sprinkler System	903		Indicate Type of Sprinkler System: <input checked="" type="checkbox"/> NFPA 13 <input type="checkbox"/> NFPA 13 R <input type="checkbox"/> NFPA 13D Provide code information of all applicable requirements for Automatic Sprinkler Systems with code section cited.	Entire building equipped w/ approved NYS Building Code compliant automatic sprinkler system.	Entire building equipped w/ approved NYS Building Code compliant automatic 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.	N/A	N/A
21	Standpipe System	905		Provide code information of all applicable requirements for Standpipe Systems with code section(s) cited.	N/A	N/A
22	Fire Alarm & Detection Systems	907		Provide code information of all applicable requirements for Fire Alarm System(s) with code section cited. Indicate Type of Fire Alarm System <input type="checkbox"/> Addressable <input checked="" type="checkbox"/> Hardwired (zoned)	907.2.5 requires manual fire alarm system per 907.3	Manual fire alarm system provided to meet section 907.3



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
23	Emergency Alarm System	908		Provide code information of all applicable requirements for Emergency Alarm Systems with code section cited.	N/A	N/A
24	Fire Department Connections	912		Identify Fire Department connections in accordance with NFPA applicable standard.	N/A	N/A
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.		See Plans
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.		See Plans
27	Egress Width	1005		Provide egress widths & cite applicable code section(s) and requirement(s) on the Building Plans		See Plans
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.		See Plans



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code' (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value' /Allowed Code Value	Facility's Actual Value'
29	Doors, Gates, and Turnstiles	1008		Means of egress doors shall meet the requirements of this section.		See Plans
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.	Stairs to be 36" wide, have max. 7" riser and min. 11" tread. Non-combustible construction. +	Stairs to be 44" wide, have max. 7" riser and min. 11" tread. Non-combustible construction. +
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.	Group F-1: 250' w/ sprinkler. Group B: 300' w/ sprinkler.	Group F-1: <250' Group B: <300'
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.	Doors to swing in the direction of egress.	Doors swing in the direction of egress - see plans
34	Corridor Fire Rating	1017.1		Identify, on the Building Plan(s): all corridors with required fire resistance and the applicable fire rating.	Sprinkled building requires no rating	No rating required



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code' (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value' /Allowed Code Value	Facility's Actual Value'
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" minimum	44" minimum - see plans
36	Dead End Corridor	1017.3		Corridors shall not exceed the maximum dead end corridor length as per applicable code.	50' max to dead end of corridor.	<50' to dead end of corridor - see plans.
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.	Min. 2 exits	>2 exits - see plans
38	Vertical Exit Enclosures	1020		Identify on the Building Plan(s): all applicable code requirements for each Vertical Exit Enclosure.	N/A	N/A
39	Exit Passageways	1021		Identify on the Building Plan(s): all applicable code requirements for each Exit Passageway.	N/A	N/A
40	Horizontal Exits	1022		Identify on the Building Plan(s): all applicable code requirements for each Horizontal Exit.	N/A	N/A



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
41	Exterior Exit Ramps & Stairways	1023		Identify on the Building Plan(s): all applicable code requirements for each exterior exit ramps and stairways.	N/A	N/A
42	Exit Discharge	1024		Identify on the Building Plan(s): all applicable code requirements for each Exit Discharge.		See Plans
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.		See Plans
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).		See Plans
45	Emergency & Standby Power	2702.1		Identify emergency & Standby Power locations and specifications of the system to be provided.		Emergency diesel generator - See plans.
46	Smoke Control Systems	2702.2.2		Identify the Standby power for smoke control systems in accordance with Section 909.11 of NYS Building Code.	N/A	N/A



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
47	Plumbing Fixture Count	2902.1		Identify on the Building Plan(s): the minimum plumbing facilities as per applicable plumbing code(s).		See Plans
48	Available Street Water Pressure			Provide the available street or well water pressure.		57 PSI @ 1620 GPM
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.	Fire Lane per Town of Hamptonburgh FD Standards	Fire Lane per Town of Hamptonburgh Standards - See Civil & Site Drawings

Attachment 2 Amherst Appendix B

Appendix B – Architectural Program

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Appendix B: Architectural Program

A SEPARATE "APPENDIX B" SHALL BE COMPLETED FOR EACH SEPARATE BUILDING AND/OR FACILITY INCLUDED IN THE ORGANIZATION'S BUSINESS PLAN

COMPANY INFORMATION

Business Name: PharmaCann, LLC
Facility Type: Manufacturing Facility [] Dispensing Facility [x]
Use and Occupancy Classification: Business - Use GroupB
Building Construction Type and Classification: IIA
Facility Address: 25 N Pointe Parkway, Amherst, New York, 14228
Primary Contact Telephone number: 708-919-5641
Primary Contact Fax number: 904-369-8283

PART I - ARCHITECTURAL PROGRAM & CONSTRUCTION TIMELINE:

Applicant shall identify planning requirements, including but not limited to:

Table with 2 columns: checkbox and requirement text. Requirements include 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, COMMENCEMENT OF CONSTRUCTION, and COMPLETION OF CONSTRUCTION.



Appendix B – Architectural Program

PART II – SITE PLAN(S)

Applicant shall provide the appropriate details for each of the following by identifying the location and dimension on the Site Plan attached to the application for each building location.

- Entrance and Exits
Public Parking Spaces
Staff Parking Spaces
Accessible Parking Spaces
Accessible Route(s)
Fire Lane and/or Fire Apparatus Road
Percentage of Green Space
Location of Emergency Power Systems
Loading & Unloading
Security Gates & Fences

PART III – ENERGY SOURCES & ENGINEERING SYSTEMS:

Applicant shall provide the following minimum information to outline the specifications relating to the energy sources and engineering systems of each building included in the application.

- Energy Source: Natural Gas, Solar, Oil, Other, Electric
Engineering Systems: Heating System, Cooling System, Ventilation & Humidification Systems, Electrical Distribution Available, Water Supply, Sewage, Emergency Power System



Appendix B – Architectural Program

PART IV – BUILDING CODE COMPLIANCE: (pages 3-13)

CHECK ALL APPLICABLE CODES FOR THE FACILITY

Table with 2 columns: checkbox and code description. Includes codes like 2010 BUILDING CODE OF NYS, 2010 FIRE CODE OF NYS, 2010 PLUMBING CODE OF NYS, etc.



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.

- Code Compliance Review is based on the 2010 NY State Building Code for New Construction. If any other building code applies to the location or type of construction, provide applicable code and sections that most closely relates and references the code topic and information in the code sections listed below. Provide appropriate abbreviations for other applicable codes, such as: **FC: Fire Code, PC: Plumbing Code, MC: Mechanical Code, FGC: Fuel Gas Code, ECCC: Energy Conservation Code.**
- Provide the Required standard for each applicable code section. (i.e.: area, quantity, classification type, materials, hourly separation, etc.). If section does not apply, indicate one of the following with explanation: **NA: Not Applicable, NR: Not Required, NP: Not Permitted**
- Provide your facilities "Actual" value for each required standard as per applicable code section.

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
1	Use & Occupancy Classification	302.1 - 312		Use & occupancy of this facility. Identify all applicable materials, class and quantities regarding Table 307.1.	Business Group - Use Group B	Business Group - Use Group B



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
2	Combustible Storage	413		All combustible storage areas and rooms, as per applicable Building and Fire Codes. Identify all combustible stored materials, area and room dimensions, all required fire separations, and exit requirements.	N/A - No Combustibles	N/A
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.	N/A - No Hazardous Materials	N/A
4	Hazardous Materials Control Areas	414.2		Provide additional information indicating number, size, materials stored, and quantity of each material.	N/A - No Hazardous Materials	N/A
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).	5 Stories, 37,500 s.f. Area increase taken for frontage	67,000 s.f., 1 story
6	Incidental Use Areas	508.2		Identify all Incidental Use Areas and required fire separation of occupancies on Building Plans.	N/A - No Incidental areas	N/A



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
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).	N/A - Business Use Throughout	See Plans
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).	Business Use Throughout	See Plans
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).	Business Use Throughout	See Plans
10	Construction Classification	602		Provide Construction Classification per each building included in Application.	IIA - Non-combustible	IIA - Non-combustible
11	Fire Resistance Rating Req'm't for Building Elements	Table 601		Provide Fire Resistance Rating per each building element as per Table 601. Identify rating & elements on Building Plans.	See Plans 1,1,1,0,1,1	See Plans



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
12	Exterior Wall Fire-Resistance Rating	Table 602		Identify required fire resistance rating of exterior walls on Building Plan(s).	NA-Existing Building, Interior Tenant Build-out Only.	2 Hour
13	Exterior Fire Separation Distance	Table 602		Identify required fire separation distance of exterior walls between Buildings on Plan.	NA-Existing Building, Interior Tenant Build-out Only.	NA
14	Fire Walls	705		Provide code information and identify all applicable required Fire Wall(s) and fire resistance requirement on Building Plans.	N/R	N/R
15	Fire Barriers	706		Provide code information and identify all applicable required Fire Barrier(s) and fire resistance requirement on Building Plans.	N/R	N/R
16	Shaft Enclosures	707		Provide code information and identify all applicable required Shaft Wall(s) and fire resistance requirement on Building Plans.	N/A - No Shafts	N/A
17	Fire Partitions	708		Provide code information and identify all applicable required Fire Partition(s) and fire resistance requirement on Building Plans.	N/A	N/A



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
18	Horizontal Assemblies	711		Provide code information and identify all applicable required Horizontal Assemblies and fire resistance requirement on Building Plans.	N/A - ONE STORY	N/A
19	Fire Protection: Sprinkler System	903		Indicate Type of Sprinkler System: <input type="checkbox"/> NFPA 13 <input type="checkbox"/> NFPA 13 R <input type="checkbox"/> NFPA 13D Provide code information of all applicable requirements for Automatic Sprinkler Systems with code section cited.	N/R	N/R
20	Alt. Fire Extinguishing System	904		Provide code information of all applicable requirements for Alternative Automatic Fire-Extinguishing Systems with code section(s) cited.	N/R	N/R
21	Standpipe System	905		Provide code information of all applicable requirements for Standpipe Systems with code section(s) cited.	N/R	N/R
22	Fire Alarm & Detection Systems	907		Provide code information of all applicable requirements for Fire Alarm System(s) with code section cited. Indicate Type of Fire Alarm System <input type="checkbox"/> Addressable <input type="checkbox"/> Hardwired (zoned)	N/R	N/R



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
23	Emergency Alarm System	908		Provide code information of all applicable requirements for Emergency Alarm Systems with code section cited.	N/R	N/R
24	Fire Department Connections	912		Identify Fire Department connections in accordance with NFPA applicable standard.	N/R	N/R
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.		See Plans
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.		See Plans
27	Egress Width	1005		Provide egress widths & cite applicable code section(s) and requirement(s) on the Building Plans		See Plans
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.		See Plans



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.	See Plans	See Plans
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.	N/A - Single Story Space	N/A
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.	N/A - Single Story Space	N/A
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.	See Plans	See Plans
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.	See Plans	See Plans
34	Corridor Fire Rating	1017.1		Identify, on the Building Plan(s): all corridors with required fire resistance and the applicable fire rating.	N/A - Storefront Entry	See Plans



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).	N/A - Storefront Entry direct from exterior	N/A
36	Dead End Corridor	1017.3		Corridors shall not exceed the maximum dead end corridor length as per applicable code.	See Plans	See Plans
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.	See Plans	See Plans
38	Vertical Exit Enclosures	1020		Identify on the Building Plan(s); all applicable code requirements for each Vertical Exit Enclosure.	N/A - Single Story Space	N/A
39	Exit Passageways	1021		Identify on the Building Plan(s); all applicable code requirements for each Exit Passageway.	See Plans	See Plans
40	Horizontal Exits	1022		Identify on the Building Plan(s); all applicable code requirements for each Horizontal Exit.	See Plans	See Plans



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 - Single Story at grade.	See Plans
42	Exit Discharge	1024		Identify on the Building Plan(s): all applicable code requirements for each Exit Discharge.	See Plans	See Plans
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.	See Plans	See Plans
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).	See Plans	See Plans
45	Emergency & Standby Power	2702.1		Identify emergency & Standby Power locations and specifications of the system to be provided.	N/A	Unit battery packs
46	Smoke Control Systems	2702.2.2		Identify the Standby power for smoke control systems in accordance with Section 909.11 of NYS Building Code.	N/A	N/A



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
47	Plumbing Fixture Count	2902.1		Identify on the Building Plan(s): the minimum plumbing facilities as per applicable plumbing code(s).	See Plans	See Plans
48	Available Street Water Pressure			Provide the available street or well water pressure.		Assumed 35-40 PSI, to be determined upon approval.
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.	Existing - No Change	Existing - No Change

Attachment 3 Liverpool (Salina) Appendix B

Appendix B – Architectural Program

This submission and its attachments contains critical infrastructure information, trade secrets, and other highly confidential information in the form of compilation of information, practices, processes, design, commercial methods that are not generally known or reasonably ascertainable by others and by which PharmaCann obtains an economic advantage over others. These materials are submitted to an agency by a commercial enterprise which if disclosed would cause substantial injury to the competitive position of the subject enterprise. PharmaCann objects to any disclosure of this information and requests an exemption from disclosure pursuant to Public Officers Law § 89(5)(a)(1).



Appendix B: Architectural Program

A SEPARATE "APPENDIX B" SHALL BE COMPLETED FOR EACH SEPARATE BUILDING AND/OR FACILITY INCLUDED IN THE ORGANIZATION'S BUSINESS PLAN

COMPANY INFORMATION

Table with 2 columns: Field Name and Value. Fields include Business Name (PharmaCann, LLC), Facility Type (Manufacturing Facility, Dispensing Facility), Use and Occupancy Classification (Business - Use Group-B), Building Construction Type and Classification (IIIB), Facility Address (642 Old Liverpool Rd., Liverpool (Salina), NY 13088), Primary Contact Telephone number (708-919-5641), and Primary Contact Fax number (904-369-8283).

PART I - ARCHITECTURAL PROGRAM & CONSTRUCTION TIMELINE:

Applicant shall identify planning requirements, including but not limited to:

- Checklist of construction milestones: TOWN BOARD APPROVAL, PLANNING BOARD APPROVAL, ZONING BOARD OF APPEALS APPROVAL, PREPARATION OF CONSTRUCTION DOCUMENTS, BUILDING PERMIT, BIDDING PHASE, CONTRACT AWARD PHASE PER EACH APPLICABLE CONTRACTOR (Identify all that apply), COMMENCEMENT OF CONSTRUCTION, COMPLETION OF CONSTRUCTION.



Appendix B – Architectural Program

PART II – SITE PLAN(S)

Applicant shall provide the appropriate details for each of the following by identifying the location and dimension on the Site Plan attached to the application for each building location.

- Entrance and Exits
Public Parking Spaces
Staff Parking Spaces
Accessible Parking Spaces
Accessible Route(s)
Fire Lane and/or Fire Apparatus Road
Percentage of Green Space
Location of Emergency Power Systems
Loading & Unloading
Security Gates & Fences

PART III – ENERGY SOURCES & ENGINEERING SYSTEMS:

Applicant shall provide the following minimum information to outline the specifications relating to the energy sources and engineering systems of each building included in the application.

- Energy Source: Natural Gas, Solar, Oil, Other, Electric
Engineering Systems: Heating System, Cooling System, Ventilation & Humidification Systems, Electrical Distribution Available, Water Supply, Sewage, Emergency Power System



Appendix B – Architectural Program

PART IV – BUILDING CODE COMPLIANCE: (pages 3-13)

CHECK ALL APPLICABLE CODES FOR THE FACILITY

- 2010 BUILDING CODE OF NYS
2010 FIRE CODE OF NYS
2010 PLUMBING CODE OF NYS
2010 MECHANICAL CODE OF NYS
2010 FUEL GAS CODE OF NYS
2010 PROPERTY MAINTENANCE CODE OF NYS
2010 ENERGY CONSERVATION CONSTRUCTION CODE OF NYS
2012 IECC COMMERCIAL PROVISIONS
2010 EXISTING BUILDING CODE OF NYS
NEC NATIONAL ELECTRIC CODE, (Specify Applicable Version)
2014 NY CITY CONSTRUCTION CODE
2008 NY CITY CONSTRUCTION CODE
1968 NY CITY CONSTRUCTION CODE
NFPA 101-06 LIFE SAFETY CODE
ICC/ANSI A117.1-03 ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES
OTHER



Appendix B – Architectural Program

Select Project

Type:
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.	Business Group - Use Group B	Business Group - Use Group B



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
2	Combustible Storage	413		All combustible storage areas and rooms, as per applicable Building and Fire Codes. Identify all combustible stored materials, area and room dimensions, all required fire separations, and exit requirements.	N/A - No Combustibles	N/A
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.	N/A - No Hazardous Materials	N/A
4	Hazardous Materials Control Areas	414.2		Provide additional information indicating number, size, materials stored, and quantity of each material.	N/A - No Hazardous Materials	N/A
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).	4 Stories, 19,500 s.f.	1 Story, 3,586 s.f.
6	Incidental Use Areas	508.2		Identify all Incidental Use Areas and required fire separation of occupancies on Building Plans.	N/A - No Incidental areas	N/A



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
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).	N/A - Single User	See Plans
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).	N/A - Single User	See Plans
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).	N/A - Single User	See Plans
10	Construction Classification	602		Provide Construction Classification per each building included in Application.	IIIB	IIIB
11	Fire Resistance Rating Req'm't for Building Elements	Table 601		Provide Fire Resistance Rating per each building element as per Table 601. Identify rating & elements on Building Plans.	See Plans 0,2,0,0,0,0	See Plans



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
12	Exterior Wall Fire-Resistance Rating	Table 602		Identify required fire resistance rating of exterior walls on Building Plan(s).	NA-Existing Building, Interior Tenant Build-out Only.	2 hour
13	Exterior Fire Separation Distance	Table 602		Identify required fire separation distance of exterior walls between Buildings on Plan.	NA-Existing Building, Interior Tenant Build-out Only.	NA
14	Fire Walls	705		Provide code information and identify all applicable required Fire Wall(s) and fire resistance requirement on Building Plans.	N/R	N/R
15	Fire Barriers	706		Provide code information and identify all applicable required Fire Barrier(s) and fire resistance requirement on Building Plans.	N/R	N/R
16	Shaft Enclosures	707		Provide code information and identify all applicable required Shaft Wall(s) and fire resistance requirement on Building Plans.	N/A - No Shafts	N/A
17	Fire Partitions	708		Provide code information and identify all applicable required Fire Partition(s) and fire resistance requirement on Building Plans.	N/A	N/A



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
18	Horizontal Assemblies	711		Provide code information and identify all applicable required Horizontal Assemblies and fire resistance requirement on Building Plans.	N/A - ONE STORY	N/A
19	Fire Protection: Sprinkler System	903		Indicate Type of Sprinkler System: <input type="checkbox"/> NFPA 13 <input type="checkbox"/> NFPA 13 R <input type="checkbox"/> NFPA 13D Provide code information of all applicable requirements for Automatic Sprinkler Systems with code section cited.	N/R	N/R
20	Alt. Fire Extinguishing System	904		Provide code information of all applicable requirements for Alternative Automatic Fire-Extinguishing Systems with code section(s) cited.	N/R	N/R
21	Standpipe System	905		Provide code information of all applicable requirements for Standpipe Systems with code section(s) cited.	N/R	N/R
22	Fire Alarm & Detection Systems	907		Provide code information of all applicable requirements for Fire Alarm System(s) with code section cited. Indicate Type of Fire Alarm System <input type="checkbox"/> Addressable <input type="checkbox"/> Hardwired (zoned)	N/R	N/R



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
23	Emergency Alarm System	908		Provide code information of all applicable requirements for Emergency Alarm Systems with code section cited.	N/R	N/R
24	Fire Department Connections	912		Identify Fire Department connections in accordance with NFPA applicable standard.	N/R	N/R
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.	See Plans	See Plans
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.	See Plans	See Plans
27	Egress Width	1005		Provide egress widths & cite applicable code section(s) and requirement(s) on the Building Plans	See Plans	See Plans
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.	See Plans	See Plans



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.	See Plans	See Plans
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.	N/A - Single Story Space	N/A
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.	N/A - Single Story Space	N/A
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.	See Plans	See Plans
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.	See Plans	See Plans
34	Corridor Fire Rating	1017.1		Identify, on the Building Plan(s): all corridors with required fire resistance and the applicable fire rating.	N/A - Storefront Entry	See Plans



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).	N/A - Storefront Entry direct from exterior	N/A
36	Dead End Corridor	1017.3		Corridors shall not exceed the maximum dead end corridor length as per applicable code.	See Plans	See Plans
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.	See Plans	See Plans
38	Vertical Exit Enclosures	1020		Identify on the Building Plan(s): all applicable code requirements for each Vertical Exit Enclosure.	N/A - Single Story Space	N/A
39	Exit Passageways	1021		Identify on the Building Plan(s): all applicable code requirements for each Exit Passageway.	See Plans	See Plans
40	Horizontal Exits	1022		Identify on the Building Plan(s): all applicable code requirements for each Horizontal Exit.	See Plans	See Plans



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 - Single Story at grade.	See Plans
42	Exit Discharge	1024		Identify on the Building Plan(s): all applicable code requirements for each Exit Discharge.	See Plans	See Plans
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.	See Plans	See Plans
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).	See Plans	See Plans
45	Emergency & Standby Power	2702.1		Identify emergency & Standby Power locations and specifications of the system to be provided.	N/A	Unit battery packs
46	Smoke Control Systems	2702.2.2		Identify the Standby power for smoke control systems in accordance with Section 909.11 of NYS Building Code.	N/A	N/A



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
47	Plumbing Fixture Count	2902.1		Identify on the Building Plan(s): the minimum plumbing facilities as per applicable plumbing code(s).	See Plans	See Plans
48	Available Street Water Pressure			Provide the available street or well water pressure.		Assumed 35-40 PSI, to be determined upon approval.
49	Fire Apparatus Access Road	FC503.1		Identify on the Site Plan: Fire Apparatus Road, Fire Lane and other Fire Service requirements per applicable Building and Fire Codes.	NA	NA

Attachment 4 Albany (Guilderland) Appendix B

Appendix B – Architectural Program

This submission and its attachments contains critical infrastructure information, trade secrets, and other highly confidential information in the form of compilation of information, practices, processes, design, commercial methods that are not generally known or reasonably ascertainable by others and by which PharmaCann obtains an economic advantage over others. These materials are submitted to an agency by a commercial enterprise which if disclosed would cause substantial injury to the competitive position of the subject enterprise. PharmaCann objects to any disclosure of this information and requests an exemption from disclosure pursuant to Public Officers Law § 89(5)(a)(1).



Appendix B: Architectural Program

A SEPARATE "APPENDIX B" SHALL BE COMPLETED FOR EACH SEPARATE BUILDING AND/OR FACILITY INCLUDED IN THE ORGANIZATION'S BUSINESS PLAN

COMPANY INFORMATION

Table with 2 columns: Field Name and Value. Fields include Business Name (PharmaCann, LLC), Facility Type (Manufacturing Facility, Dispensing Facility), Use and Occupancy Classification (Business - Use Group-B), Building Construction Type and Classification (IIIB), Facility Address (10 Executive Park Drive, Albany, New York 12203), Primary Contact Telephone number (708-919-5641), and Primary Contact Fax number (904-369-8283).

PART I - ARCHITECTURAL PROGRAM & CONSTRUCTION TIMELINE:

Applicant shall identify planning requirements, including but not limited to:

Table with 2 columns: Checklist Item and Description. Items include 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, COMMENCEMENT OF CONSTRUCTION, and COMPLETION OF CONSTRUCTION.



Appendix B – Architectural Program

PART II – SITE PLAN(S)

Applicant shall provide the appropriate details for each of the following by identifying the location and dimension on the Site Plan attached to the application for each building location.

- Entrance and Exits
Public Parking Spaces
Staff Parking Spaces
Accessible Parking Spaces
Accessible Route(s)
Fire Lane and/or Fire Apparatus Road
Percentage of Green Space
Location of Emergency Power Systems
Loading & Unloading
Security Gates & Fences

PART III – ENERGY SOURCES & ENGINEERING SYSTEMS:

Applicant shall provide the following minimum information to outline the specifications relating to the energy sources and engineering systems of each building included in the application.

Energy Source:
Natural Gas, Solar, Oil, Other, Electric
Engineering Systems:
Heating System: Type RTU, Size 224 MBH, Efficiency 82%
Cooling System: Type RTU, Size 12.5 ton, Efficiency 11 IEER
Ventilation & Humidification Systems:
Type RTU, Size 5,000 CFM, Efficiency NA
Ventilation Requirements 1,250 CFM OAI
Electrical Distribution Available 208/120V, 3P, 4W
Water Supply: Municipal Water Service X or Private Well Water
Sewage: Municipal Sewer System X or Private Septic System
Emergency Power System:
Type Battery, Size, Efficiency NA



Appendix B – Architectural Program

PART IV – BUILDING CODE COMPLIANCE: (pages 3-13)

CHECK ALL APPLICABLE CODES FOR THE FACILITY

<input checked="" type="checkbox"/>	2010 BUILDING CODE OF NYS
<input checked="" type="checkbox"/>	2010 FIRE CODE OF NYS
<input checked="" type="checkbox"/>	2010 PLUMBING CODE OF NYS
<input checked="" type="checkbox"/>	2010 MECHANICAL CODE OF NYS
<input checked="" type="checkbox"/>	2010 FUEL GAS CODE OF NYS
<input checked="" type="checkbox"/>	2010 PROPERTY MAINTENANCE CODE OF NYS
<input checked="" type="checkbox"/>	2010 ENERGY CONSERVATION CONSTRUCTION CODE OF NYS
<input checked="" type="checkbox"/>	2012 IECC COMMERCIAL PROVISIONS
<input checked="" type="checkbox"/>	2010 EXISTING BUILDING CODE OF NYS
<input checked="" type="checkbox"/>	NEC NATIONAL ELECTRIC CODE, (Specify Applicable Version)
<input type="checkbox"/>	2014 NY CITY CONSTRUCTION CODE
<input type="checkbox"/>	2008 NY CITY CONSTRUCTION CODE
<input type="checkbox"/>	1968 NY CITY CONSTRUCTION CODE
<input checked="" type="checkbox"/>	NFPA 101-06 LIFE SAFETY CODE
<input checked="" type="checkbox"/>	ICC/ANSI A117.1-03 ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES
<input checked="" type="checkbox"/>	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.

- Code Compliance Review is based on the 2010 NY State Building Code for New Construction. If any other building code applies to the location or type of construction, provide applicable code and sections that most closely relates and references the code topic and information in the code sections listed below. Provide appropriate abbreviations for other applicable codes, such as: **FC: Fire Code, PC: Plumbing Code, MC: Mechanical Code, FGC: Fuel Gas Code, ECCC: Energy Conservation Code.**
- Provide the Required standard for each applicable code section. (i.e.: area, quantity, classification type, materials, hourly separation, etc.). If section does not apply, indicate one of the following with explanation: **NA: Not Applicable, NR: Not Required, NP: Not Permitted**
- Provide your facilities "Actual" value for each required standard as per applicable code section.

No.	Topic	NYS Building Code Section	Other Code' (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.	Business Group - Use Group B	Business Group - Use Group B



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
2	Combustible Storage	413		All combustible storage areas and rooms, as per applicable Building and Fire Codes. Identify all combustible stored materials, area and room dimensions, all required fire separations, and exit requirements.	N/A - No Combustibles	N/A
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.	N/A - No Hazardous Materials	N/A
4	Hazardous Materials Control Areas	414.2		Provide additional information indicating number, size, materials stored, and quantity of each material.	N/A - No Hazardous Materials	N/A
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).	4 Stories, 19,500 s.f.	1 Story, 3,600 s.f.
6	Incidental Use Areas	508.2		Identify all Incidental Use Areas and required fire separation of occupancies on Building Plans.	N/A - No Incidental areas	N/A



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
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).	N/A - Single User	See Plans
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).	N/A - Single User	See Plans
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).	N/A - Single User	See Plans
10	Construction Classification	602		Provide Construction Classification per each building included in Application.	IIIB	IIIB
11	Fire Resistance Rating Req'm't for Building Elements	Table 601		Provide Fire Resistance Rating per each building element as per Table 601. Identify rating & elements on Building Plans.	See Plans 0,2,0,0,0,0	See Plans



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
12	Exterior Wall Fire-Resistance Rating	Table 602		Identify required fire resistance rating of exterior walls on Building Plan(s).	NA-Existing Building, Interior Tenant Build-out Only.	2 hour
13	Exterior Fire Separation Distance	Table 602		Identify required fire separation distance of exterior walls between Buildings on Plan.	NA-Existing Building, Interior Tenant Build-out Only.	NA
14	Fire Walls	705		Provide code information and identify all applicable required Fire Wall(s) and fire resistance requirement on Building Plans.	N/R	N/R
15	Fire Barriers	706		Provide code information and identify all applicable required Fire Barrier(s) and fire resistance requirement on Building Plans.	N/R	N/R
16	Shaft Enclosures	707		Provide code information and identify all applicable required Shaft Wall(s) and fire resistance requirement on Building Plans.	N/A - No Shafts	N/A
17	Fire Partitions	708		Provide code information and identify all applicable required Fire Partition(s) and fire resistance requirement on Building Plans.	N/A	N/A



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
18	Horizontal Assemblies	711		Provide code information and identify all applicable required Horizontal Assemblies and fire resistance requirement on Building Plans.	N/A - ONE STORY	N/A
19	Fire Protection: Sprinkler System	903		Indicate Type of Sprinkler System: <input type="checkbox"/> NFPA 13 <input type="checkbox"/> NFPA 13 R <input type="checkbox"/> NFPA 13D Provide code information of all applicable requirements for Automatic Sprinkler Systems with code section cited.	N/R	N/R
20	Alt. Fire Extinguishing System	904		Provide code information of all applicable requirements for Alternative Automatic Fire-Extinguishing Systems with code section(s) cited.	N/R	N/R
21	Standpipe System	905		Provide code information of all applicable requirements for Standpipe Systems with code section(s) cited.	N/R	N/R
22	Fire Alarm & Detection Systems	907		Provide code information of all applicable requirements for Fire Alarm System(s) with code section cited. Indicate Type of Fire Alarm System <input type="checkbox"/> Addressable <input type="checkbox"/> Hardwired (zoned)	N/R	N/R



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
23	Emergency Alarm System	908		Provide code information of all applicable requirements for Emergency Alarm Systems with code section cited.	N/R	N/R
24	Fire Department Connections	912		Identify Fire Department connections in accordance with NFPA applicable standard.	N/R	N/R
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.	See Plans	See Plans
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.	See Plans	See Plans
27	Egress Width	1005		Provide egress widths & cite applicable code section(s) and requirement(s) on the Building Plans	See Plans	See Plans
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.	See Plans	See Plans



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.	See Plans	See Plans
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.	N/A - Single Story Space	N/A
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.	N/A - Single Story Space	N/A
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.	See Plans	See Plans
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.	See Plans	See Plans
34	Corridor Fire Rating	1017.1		Identify, on the Building Plan(s): all corridors with required fire resistance and the applicable fire rating.	N/A - Storefront Entry	See Plans



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).	N/A - Storefront Entry direct from exterior	N/A
36	Dead End Corridor	1017.3		Corridors shall not exceed the maximum dead end corridor length as per applicable code.	See Plans	See Plans
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.	See Plans	See Plans
38	Vertical Exit Enclosures	1020		Identify on the Building Plan(s): all applicable code requirements for each Vertical Exit Enclosure.	N/A - Single Story Space	N/A
39	Exit Passageways	1021		Identify on the Building Plan(s): all applicable code requirements for each Exit Passageway.	See Plans	See Plans
40	Horizontal Exits	1022		Identify on the Building Plan(s): all applicable code requirements for each Horizontal Exit.	See Plans	See Plans



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 - Single Story at grade.	See Plans
42	Exit Discharge	1024		Identify on the Building Plan(s): all applicable code requirements for each Exit Discharge.	See Plans	See Plans
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.	See Plans	See Plans
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).	See Plans	See Plans
45	Emergency & Standby Power	2702.1		Identify emergency & Standby Power locations and specifications of the system to be provided.	N/A	Unit battery packs
46	Smoke Control Systems	2702.2.2		Identify the Standby power for smoke control systems in accordance with Section 909.11 of NYS Building Code.	N/A	N/A



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
47	Plumbing Fixture Count	2902.1		Identify on the Building Plan(s): the minimum plumbing facilities as per applicable plumbing code(s).	See Plans	See Plans
48	Available Street Water Pressure			Provide the available street or well water pressure.		Assumed 35-40 PSI, to be determined upon approval.
49	Fire Apparatus Access Road	FC503.1		Identify on the Site Plan: Fire Apparatus Road, Fire Lane and other Fire Service requirements per applicable Building and Fire Codes.	NA	NA

Attachment 5 Bronx Appendix B

Appendix B – Architectural Program

This submission and its attachments contains critical infrastructure information, trade secrets, and other highly confidential information in the form of compilation of information, practices, processes, design, commercial methods that are not generally known or reasonably ascertainable by others and by which PharmaCann obtains an economic advantage over others. These materials are submitted to an agency by a commercial enterprise which if disclosed would cause substantial injury to the competitive position of the subject enterprise. PharmaCann objects to any disclosure of this information and requests an exemption from disclosure pursuant to Public Officers Law § 89(5)(a)(1).



Appendix B: Architectural Program

A SEPARATE "APPENDIX B" SHALL BE COMPLETED FOR EACH SEPARATE BUILDING AND/OR FACILITY INCLUDED IN THE ORGANIZATION'S BUSINESS PLAN

COMPANY INFORMATION

Table with 2 columns: Field Name and Value. Fields include Business Name (PharmaCann, LLC), Facility Type (Manufacturing Facility, Dispensing Facility), Use and Occupancy Classification (Business Group B), Building Construction Type and Classification (III-B), Facility Address (1280 Oak Point Ave., Bronx, NY 10474), Primary Contact Telephone number (708-919-5641), and Primary Contact Fax number (904-369-8283).

PART I - ARCHITECTURAL PROGRAM & CONSTRUCTION TIMELINE:

Applicant shall identify planning requirements, including but not limited to:

Table with 2 columns: Checklist Item and Description. Items include 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, COMMENCEMENT OF CONSTRUCTION, and COMPLETION OF CONSTRUCTION.



Appendix B – Architectural Program

PART II – SITE PLAN(S)

Applicant shall provide the appropriate details for each of the following by identifying the location and dimension on the Site Plan attached to the application for each building location.

- Entrance and Exits
Public Parking Spaces
Staff Parking Spaces
Accessible Parking Spaces
Accessible Route(s)
Fire Lane and/or Fire Apparatus Road
Percentage of Green Space
Location of Emergency Power Systems
Loading & Unloading
Security Gates & Fences

PART III – ENERGY SOURCES & ENGINEERING SYSTEMS:

Applicant shall provide the following minimum information to outline the specifications relating to the energy sources and engineering systems of each building included in the application.

- Energy Source: Natural Gas, Solar, Oil, Other, Electric
Engineering Systems: Heating System, Cooling System, Ventilation & Humidification Systems, Electrical Distribution Available, Water Supply, Sewage, Emergency Power System



Appendix B – Architectural Program

PART IV – BUILDING CODE COMPLIANCE: (pages 3-13)

CHECK ALL APPLICABLE CODES FOR THE FACILITY

Table with 2 columns: checkbox and code description. Codes include 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.

- Code Compliance Review is based on the 2010 NY State Building Code for New Construction. If any other building code applies to the location or type of construction, provide applicable code and sections that most closely relates and references the code topic and information in the code sections listed below. Provide appropriate abbreviations for other applicable codes, such as: **FC: Fire Code, PC: Plumbing Code, MC: Mechanical Code, FGC: Fuel Gas Code, ECC: Energy Conservation Code.**
- Provide the Required standard for each applicable code section. (i.e.: area, quantity, classification type, materials, hourly separation, etc.). If section does not apply, indicate one of the following with explanation: **NA: Not Applicable, NR: Not Required, NP: Not Permitted**
- Provide your facilities "Actual" value for each required standard as per applicable code section.

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
1	Use & Occupancy Classification	302.1 - 312		Use & occupancy of this facility. Identify all applicable materials, class and quantities regarding Table 307.1.	Business Group - Use Group B	Business Group - Use Group B



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
2	Combustible Storage	413		All combustible storage areas and rooms, as per applicable Building and Fire Codes. Identify all combustible stored materials, area and room dimensions, all required fire separations, and exit requirements.	N/A - No Combustibles	N/A
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.	N/A - No Hazardous Materials	N/A
4	Hazardous Materials Control Areas	414.2		Provide additional information indicating number, size, materials stored, and quantity of each material.	N/A - No Hazardous Materials	N/A
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 Stories, 5,600 s.f.	Existing Building - One Story, 2,200 s.f.
6	Incidental Use Areas	508.2		Identify all Incidental Use Areas and required fire separation of occupancies on Building Plans.	N/A - No Incidental areas	N/A



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
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).	N/A - Single User	See Plans
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).	N/A - Single User	See Plans
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).	N/A - Single User	See Plans
10	Construction Classification	602		Provide Construction Classification per each building included in Application.	IIIB	IIIB
11	Fire Resistance Rating Req'm't for Building Elements	Table 601		Provide Fire Resistance Rating per each building element as per Table 601. Identify rating & elements on Building Plans.	See Plans 0,2,0,0,0,0	See Plans



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
12	Exterior Wall Fire-Resistance Rating	Table 602		Identify required fire resistance rating of exterior walls on Building Plan(s).	NA-Existing Building, Interior Tenant Build-out Only.	2 hour
13	Exterior Fire Separation Distance	Table 602		Identify required fire separation distance of exterior walls between Buildings on Plan.	NA-Existing Building, Interior Tenant Build-out Only.	NA
14	Fire Walls	705		Provide code information and identify all applicable required Fire Wall(s) and fire resistance requirement on Building Plans.	N/R	N/R
15	Fire Barriers	706		Provide code information and identify all applicable required Fire Barrier(s) and fire resistance requirement on Building Plans.	N/R	N/R
16	Shaft Enclosures	707		Provide code information and identify all applicable required Shaft Wall(s) and fire resistance requirement on Building Plans.	N/A - No Shafts	N/A
17	Fire Partitions	708		Provide code information and identify all applicable required Fire Partition(s) and fire resistance requirement on Building Plans.	N/A	N/A



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
18	Horizontal Assemblies	711		Provide code information and identify all applicable required Horizontal Assemblies and fire resistance requirement on Building Plans.	N/A - ONE STORY	N/A
19	Fire Protection; Sprinkler System	903		Indicate Type of Sprinkler System: <input type="checkbox"/> NFPA 13 <input type="checkbox"/> NFPA 13 R <input type="checkbox"/> NFPA 13D Provide code information of all applicable requirements for Automatic Sprinkler Systems with code section cited.	N/R	N/R
20	Alt. Fire Extinguishing System	904		Provide code information of all applicable requirements for Alternative Automatic Fire-Extinguishing Systems with code section(s) cited.	N/R	N/R
21	Standpipe System	905		Provide code information of all applicable requirements for Standpipe Systems with code section(s) cited.	N/R	N/R
22	Fire Alarm & Detection Systems	907		Provide code information of all applicable requirements for Fire Alarm System(s) with code section cited. Indicate Type of Fire Alarm System <input type="checkbox"/> Addressable <input type="checkbox"/> Hardwired (zoned)	N/R	N/R



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
23	Emergency Alarm System	908		Provide code information of all applicable requirements for Emergency Alarm Systems with code section cited.	N/R	N/R
24	Fire Department Connections	912		Identify Fire Department connections in accordance with NFPA applicable standard.	N/R	N/R
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.		See Plans
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.		See Plans
27	Egress Width	1005		Provide egress widths & cite applicable code section(s) and requirement(s) on the Building Plans		See Plans
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.		See Plans



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.	See Plans	See Plans
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.	N/A - Single Story Space	N/A
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.	N/A - Single Story Space	See Plans
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.	See Plans	See Plans
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.	See Plans	See Plans
34	Corridor Fire Rating	1017.1		Identify, on the Building Plan(s): all corridors with required fire resistance and the applicable fire rating.	N/A - Storefront Entry	See Plans



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).	N/A - Storefront Entry direct from exterior	N/A
36	Dead End Corridor	1017.3		Corridors shall not exceed the maximum dead end corridor length as per applicable code.	See Plans	See Plans
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.	See Plans	See Plans
38	Vertical Exit Enclosures	1020		Identify on the Building Plan(s); all applicable code requirements for each Vertical Exit Enclosure.	N/A - Single Story Space	N/A
39	Exit Passageways	1021		Identify on the Building Plan(s); all applicable code requirements for each Exit Passageway.	See Plans	See Plans
40	Horizontal Exits	1022		Identify on the Building Plan(s); all applicable code requirements for each Horizontal Exit.	See Plans	See Plans



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.	See Plans	See Plans
42	Exit Discharge	1024		Identify on the Building Plan(s); all applicable code requirements for each Exit Discharge.	See Plans	See Plans
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.	See Plans	See Plans
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).	See Plans	See Plans
45	Emergency & Standby Power	2702.1		Identify emergency & Standby Power locations and specifications of the system to be provided.	N/A	Unit battery packs
46	Smoke Control Systems	2702.2.2		Identify the Standby power for smoke control systems in accordance with Section 909.11 of NYS Building Code.	N/A	N/A



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
47	Plumbing Fixture Count	2902.1		Identify on the Building Plan(s); the minimum plumbing facilities as per applicable plumbing code(s).	See Plans	See Plans
48	Available Street Water Pressure			Provide the available street or well water pressure.		Assumed 35-40 PSI, to be determined upon approval.
49	Fire Apparatus Access Road	FC503.1		Identify on the Site Plan: Fire Apparatus Road, Fire Lane and other Fire Service requirements per applicable Building and Fire Codes.	NA	NA

Attachment 6 MEP Narrative

Appendix B – Architectural Program

This submission and its attachments contains critical infrastructure information, trade secrets, and other highly confidential information in the form of compilation of information, practices, processes, design, commercial methods that are not generally known or reasonably ascertainable by others and by which PharmaCann obtains an economic advantage over others. These materials are submitted to an agency by a commercial enterprise which if disclosed would cause substantial injury to the competitive position of the subject enterprise. PharmaCann objects to any disclosure of this information and requests an exemption from disclosure pursuant to Public Officers Law § 89(5)(a)(1).

Mechanical, Electrical, Plumbing, and Fire Protection
Design Narrative

Issued for State License Approval, 6/5/15

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

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

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

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

End of Narrative

Attachment 7 for Draft/Final Contract Documents

Appendix B – Architectural Program

This submission and its attachments contains critical infrastructure information, trade secrets, and other highly confidential information in the form of compilation of information, practices, processes, design, commercial methods that are not generally known or reasonably ascertainable by others and by which PharmaCann obtains an economic advantage over others. These materials are submitted to an agency by a commercial enterprise which if disclosed would cause substantial injury to the competitive position of the subject enterprise. PharmaCann objects to any disclosure of this information and requests an exemption from disclosure pursuant to Public Officers Law § 89(5)(a)(1).



1765 N Elston Ave., #226

Chicago, IL 60642

312-635-1920

Agreement between Owner and Architect:

AGREEMENT made as of the 28th day of April in the year 2015.

BETWEEN the Owner:

*PharmaCann, LLC
1140 Lake Street, Unit 304
Oak Park, Illinois 60301*

and the Architect:

*Filoramo Talsma, LLC
1765 N Elston Ave., #226
Chicago, IL 60642*

for the following Project:

PharmaCann – Indoor Cultivation Facility
Orange County New York – Site Location TBD

Christina,

We are pleased to submit this agreement for architectural & engineering services for PharmaCann – Indoor Cultivation Facility in Orange County New York. In the following pages we will summarize the project scope, our scope of services and our proposed fees.

PROJECT DESCRIPTION:

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

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

PROJECT TEAM:

The Owner's Designated Representative is:

Christina Doyle Leja
PharmaCann, LLC
1140 Lake Street, Unit 304
Oak Park, Illinois 60301
Telephone Number: 312-983-9222
cdoyle@pharmacannis.com

The persons or entities, in addition to the General Contractor's Designated Representative, who are required to review the Architect's submittals to the Owner are:

John A. Leja
PharmaCann, LLC
1140 Lake Street, Unit 304
Oak Park, Illinois 60301
Telephone Number: 312-363-9327
jaleja@pharmacannis.com

Teddy Scott
PharmaCann, LLC
1140 Lake Street, Unit 304
Oak Park, Illinois 60301
Telephone Number: 708-369-8281
tcscott@pharmacannis.com

Norah Scott
PharmaCann, LLC
1140 Lake Street, Unit 304
Oak Park, Illinois 60301
Telephone Number: 708-912-2878
nscott@pharmacannis.com

The Architect's Designated Representative is:

Mark Filoramo

1765 N Elston Ave., #226

Chicago, IL 60642

Telephone Number: 312-635-1920

Mobile Number: 312-203-9653

mark.filoramo@ftarc.com

The consultants retained at the Architect's expense are:

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

6

Part 1 RESPONSIBILITY OF THE PARTIES

ARCHITECT'S RESPONSIBILITIES

1.1 The Architect shall provide the following professional services:

*Completion of architectural, civil, structural and MEP engineering services as required for the design and submission for State of IL indoor cultivation and processing of medical cannabis license, to obtain building permit, provide bid & construction documents and provide construction observation services as outlined below. **Note: Services do not include a separate specifications book, all project specifications will be included on the bid and construction drawings.***

1.2 Scope of Services:

Pre-Design (Part 1):

- Meet with owner to discuss project concept and design intent.
- Site visit
- Site analysis
- Zoning + Building Code analysis
- Contact local Building Department
- Discuss building concept + program with owner.

Schematic Design (Part 1):

- Based on Owner approved program, prepare schematic plans, sections & elevations for owner review.
- Prepare schematic drawings, design/build narratives and scope specifications (A&E application package) required for submission to the New York State Department of Health Medical Marijuana Program. Note: Application Package prepared by Owner.

Design Development (Part 2):

- Development of site and floor plans
- Development of exterior elevations and exterior material selection
- Development of building & wall sections
- Coordinate site design with Civil Engineer
- Coordinate structural system with Structural Engineer
- Coordinate electrical system layout for design intent purposes with MEP Engineer
- Coordinate HVAC system layout for design intent purposes with MEP Engineer
- Coordinate Plumbing drawings for design intent purposes with MEP Engineer
- Coordination with Owner's Septic & Well Design-Builder, Greenhouse Design-Builder, Security Design-Builder and Sprinkler System Design-Builder. .

Construction Documents (Part 2):

- Prepare architecture + engineering (structural, mechanical, electrical and plumbing) drawings for permit, pricing and construction purposes.

Permit + Bidding (Part 2):

- Issue permit sets to Building & Zoning Departments
- Issue permit sets to owner's rep., owner's construction manager and/or general contractor for preliminary pricing.
- Attend all required open plan review meetings as required to obtain City/Village approval.
- Prepare corrections + clarifications to permit set as required to obtain City/Village approval. Issue up-to-date, approved permit drawings to owner's construction manager and/or general contractor for final pricing.
- Coordination with general contractor and sub-contractors to answer questions pertaining to construction documents and specifications.

Construction Administration (Part 2):

- We (Architect) will make ~~three (3)~~ ^{seven (7)} site visits per site at critical stages of construction as required to observe construction and make certain building is constructed per approved permit drawings and in accordance with design intent. We will notify owner in writing if building is not built per permit and construction drawings. Site visits by our consulting engineers, if required, will be billed on a per trip basis as outlined below.
- Shop Drawing Review

Deliverables - Part 1:

- Location Map
- Site Plan – Showing building location, utilities, parking, loading, septic field location (as required), fencing, etc.
- Floor plans
- Exterior Elevations
- Schematic Site Drainage Plan
- MEP Scope Narrative – System Type, System Specifications, Anticipated Loads
- Structural System Scope Narrative
- Security Plan & Narrative (by others)

Deliverables - Part 2:

- Permit & Construction Documents
- Bid Phase Services
- Construction Phase Services

- 1.3 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.
- 1.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.
- 1.5 The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any errors, omissions or inconsistencies in such services or information.

OWNER RESPONSIBILITIES

- 1.6 Unless otherwise provided for under this Agreement, the General Contractor/Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the General Contractor/Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within seven (7) days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.
- 1.7 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the General Contractor shall furnish copies of the scope of consulting services in the contracts between the Owner and the General Contractor's consultants. The General Contractor shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The General Contractor shall require that its consultants maintain professional liability insurance as appropriate to the services provided.
- 1.8 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.
- 1.9 The Owner shall furnish services of geotechnical engineers which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations.
- 1.10 Unless otherwise provided in this Agreement, the Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.
- 1.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, which may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.
- 1.12 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.
- 1.13 Additional Owner responsibilities shall be, but not limited to, the procurement of :
 - A. *Greenhouse drawings, including MEP system loads & MEP equipment specifications and connections.*
 - B. *Well & Septic System Design & Drawings*
 - C. *Security System Design & Drawings (Site & Building)*
 - D. ~~*Sprinkler System Design & Drawings*~~
 - E. *A/V System Design & Drawings*
 - F. *Meetings with City/Village, County and State Officials*

Part 2 TERMS AND CONDITIONS

INSTRUMENTS OF SERVICE

- 2.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.
- 2.2 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to reproduce the Architect's Instruments of Service solely for purposes of constructing, using and maintaining the Project, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate this license. Upon such termination, the General Contractor/Owner shall refrain from making further reproductions of Instruments of Service and shall return to the Architect within seven days of termination all originals and reproductions in the Owner's possession or control.
- 2.3 The Owner shall not use the Instruments of Service for future additions or alterations to this Project or for other projects, unless the Owner obtains the prior written agreement of the Architect and the Architect's consultants. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.
- 2.4 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The General Contractor/Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the General Contractor/Owner's use of the Instruments of Service under this Section.
- 2.5 If the Owner terminates the Architect for its convenience, or the Architect terminates this Agreement, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of the Project as follows:



CHANGE IN SERVICES

- 2.6 Change in Services of the Architect, including services required of the Architect's consultants, may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing, if required by circumstances beyond the Architect's control, or if the Architect's services are affected as described in Section 2.7. In the absence of mutual agreement in writing, the Architect shall notify the Owner prior to providing such services. If the Owner deems that all or a part of such Change in Services is not required, the Owner shall give prompt written notice to the Architect, and the Architect shall have no obligation to provide those services. Except for a change due to the fault of the Architect, Change in Services of the Architect shall entitle the Architect to an adjustment in compensation, and to any Reimbursable Expenses described below.
- 2.7 If any of the following circumstances affect the Architect's services for the Project, the Architect shall be entitled to an appropriate adjustment in the Architect's schedule and compensation:

- .1 change in the instructions or approvals given by the Owner that necessitate revisions in Instruments of Service;
- .2 enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to previously prepared Instruments of Service;
- .3 decisions of the Owner not rendered in a timely manner;
- .4 significant change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget, or procurement method;
- .5 failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 preparation for and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding except where the Architect is party thereto;

TERMINATION OR SUSPENSION

- 2.8** If the General Contractor fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven (7) days' written notice to the General Contractor before suspending services. In the event of a suspension of services, the Architect shall have no liability to the General Contractor/Owner for delay or damage caused the General Contractor/Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.
- 2.9** If the General Contractor/Owner suspends the Project for more than thirty (30) consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.
- 2.10** If the General Contractor/Owner suspends the Project for more than ninety (90) cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven (7) days' written notice.
- 2.11** Either party may terminate this Agreement upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- 2.12** In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses.
- 2.13** Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.
- 2.14** The General Contractor/Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in section 2.5 above.

Part 3 COMPENSATION & PAYMENT

COMPENSATION

- 3.1** For the Architect's services as described above, compensation shall be computed as follows:

We propose to provide the services, as outlined above, for a fixed fee plus reimbursable expenses. Fee structure per part shown below. Overall fee not to exceed total given, unless scope of services are expanded beyond those listed. Additional services will be billed hourly, per attached fee schedule, per owner approval prior to commencement of additional service. Note: Fee may require adjustment when project location and site are finalized.



Site Visits:

Initial meeting with local building department and code officials is included in basic services. Architect will attend, Civil Engineer's attendance to be determined. Additional meetings, if required, will be billed on a per trip basis at a rate of [REDACTED] (Fee does not include airfare & travel expenses) All site visits include meeting minutes and/or field reports. Given our understanding of the project and design-build nature of the project, we do not anticipate the need for multiple site visits.

Retainer:



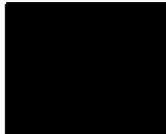
3.2 If the services of the Architect are changed as described herein, the Architect's compensation shall be adjusted. Such adjustment shall be calculated as described below:

Principal:

Project Manager:

Draftsman:

Administrative:



3.3 Reimbursable Expenses are in addition to compensation for the Architect's services and include expenses incurred by the Architect and Architect's employees and consultants directly related to the Project. Reimbursable Expenses shall be computed as a multiple of 1.10 times cost, the expenses incurred by the Architect, and the Architect's employees and consultants. as identified below:

- .1 transportation in connection with the Project, authorized out-of-town travel and subsistence, and electronic communications;
- .2 fees paid for securing approval of authorities having jurisdiction over the Project;
- .3 reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service;
- .4 photography & video, renderings, models (including physical & computer models) and mock-ups requested by the Owner;
- .5 expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;
- .6 other similar direct Project-related expenditures.

PAYMENT SCHEDULE

3.4 Invoices will be submitted monthly, and will be based upon the percentage of work completed to that date.

3.5 Payments are due and payable Five (5) days from the date of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

12.00% per annum

- 3.6 Invoices unpaid thirty (30) days after receipt of invoice will result in the cease of work until account is made current. Owner shall pay Architect for all expenses, including attorney's fees incurred in collecting any unpaid invoice.

Part 4 ADDITIONAL TERMS

SPECIAL TERMS & CONDITIONS

- 4.1 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.
- 4.2 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.
- 4.3 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.
- 4.4 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations.
- 4.5 The Architect shall have full access to the site and building at all reasonable hours and shall be permitted to photograph the project during construction for our records and future use.
- 4.6 This Agreement is valid for Thirty (30) days of the date stated above, and if not executed by that date, is automatically withdrawn, and is subject to renegotiation.
- 4.7 The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.
- 4.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.
- 4.9 If the services covered by this Agreement have not been completed within Twelve (12) months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in section 3.2 above.
- 4.10 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.
- 4.11 The scope of services set forth in this agreement are based on facts known at the time of execution of this agreement, including, if applicable, information supplied by the Architect and the Client.

4.12 Contracts between the Owner and other consultants retained by the Owner for the project shall require the consultants to coordinate their drawings, other instruments of service and/or work with those of the Architect and to advise the Architect of any potential conflict. The Architect shall have no responsibility for the components of the project designed or built by the Owner's consultants. The Owner shall indemnify and hold harmless the Architect and the Architect's consultants and their employees from and against claims, damages, losses and expenses arising out of services performed for this project by other consultants of the Owner.

ITEMS NOT INCLUDED IN AGREEMENT

- 4.13 Landscape Design Services
- 4.14 Interior Design services.
- 4.15 Programming
- 4.16 Security system, Audio/Visual services.
- 4.17 Economic Feasibility Studies & Value Analysis.
- 4.18 Budget & Cost Estimating.
- 4.19 Bidding & Negotiation.
- 4.20 Evaluations of Work.
- 4.21 As-Built Drawings
- 4.22 Renderings
- 4.23 LEED Commissioning & Consultation
- 4.24 LEED Energy Model
- 4.25 Certification of Payments to Contractors.
- 4.26 Facility Operation Services.
- 4.27 Submission for or procurement of permits beyond the general building permit
- 4.28 Job safety, means or methods of construction and third party law suits for which we have no control.
- 4.29 Drawing & document revisions and coordination due to owner requested changes to the project program and scope.
- 4.30 Additional work require as a result of changes in building codes, zoning ordinances ad municipal codes after completion of design development and owner approval of design.

If you have any questions or comments regarding this agreement or require additional information please contact Mark Filoramo (mark.filoramo@ftarc.com, 312-203-9653) or Chris Talsma (chris.talsma@ftarc.com, 312-375-9827). We thank you for your interest in working with FILORAMO TALSMA, LLC and look forward to working with you on this exciting project.

This Agreement entered into as of the day and year first written above.

OWNER



(Signature)
John Leja
~~Christina Doyle Leja – Chairman of the Board +~~
~~Chief Marketing Officer~~
COO

(Printed Name and Title)

ARCHITECT



(Signature)
Mark Filoramo – Owner/Member

(Printed Name and Title)

DRAFT AIA® Document A133™ - 2009

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the «First» day of «June» in the year «2015»
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status and address)

«PharmaCann»«, LLC»
«201 W. Lake St.
Chicago, IL 60606»

and the Construction Manager:
(Name, legal status and address)



for the following Project:
(Name and address or location)

«PharmaCann New York »
«Manufacturing Facility - 600 Neelytown Rd., Montgomery (Hamptonburgh), NY 12549
Dispensary 1 - 25 Northpointe Pkwy., Amherst, NY 14228
Dispensary 2 - 642 Old Liverpool Rd., Liverpool, NY 13088
Dispensary 3 - 10 Executive Park Dr., Albany, NY 12203
Dispensary 4 - 1280 Oak Point Ave., NY 10474
»

The Architect:
(Name, legal status and address)

«Filoramo Talsma Architecture»«, LLC»
«1765 N. Elston Ave., Suite 226
Chicago, IL 60642»

The Owner's Designated Representative:
(Name, address and other information)

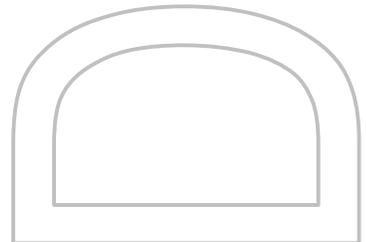
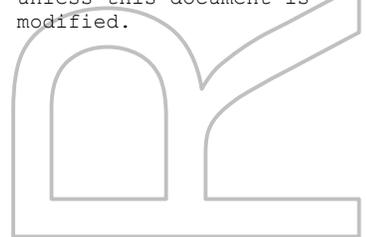
«John Leja»
«201 W. Lake St.
Chicago, IL 60606»
« »
« »
«Mobile Number: 312-363-9327»
«Email Address: john.leja@pharmacannis.com»

The Construction Manager's Designated Representative:
(Name, address and other information)

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.



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«Clifford W. Bedar»
«10 W. Hubbard St., Suite 2B
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«Mobile Number: 312-617-2782»
«Email Address: cliff@cordos.net»

The Architect's Designated Representative:
(Name, address and other information)

«Mark Filoramo»
«1765 N. Elston Ave., Suite 226
Chicago, IL 60642»
« »
« »
«Mobile Number: 312-203-9653»
«Email Address: mark.filoramo@ftarch.com»

The Owner and Construction Manager agree as follows.



TABLE OF ARTICLES

- 1 GENERAL PROVISIONS**
- 2 CONSTRUCTION MANAGER’S RESPONSIBILITIES**
- 3 OWNER’S RESPONSIBILITIES**
- 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES**
- 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES**
- 6 COST OF THE WORK FOR CONSTRUCTION PHASE**
- 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES**
- 8 INSURANCE AND BONDS**
- 9 DISPUTE RESOLUTION**
- 10 TERMINATION OR SUSPENSION**
- 11 MISCELLANEOUS PROVISIONS**
- 12 SCOPE OF THE AGREEMENT**

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The Contract Documents

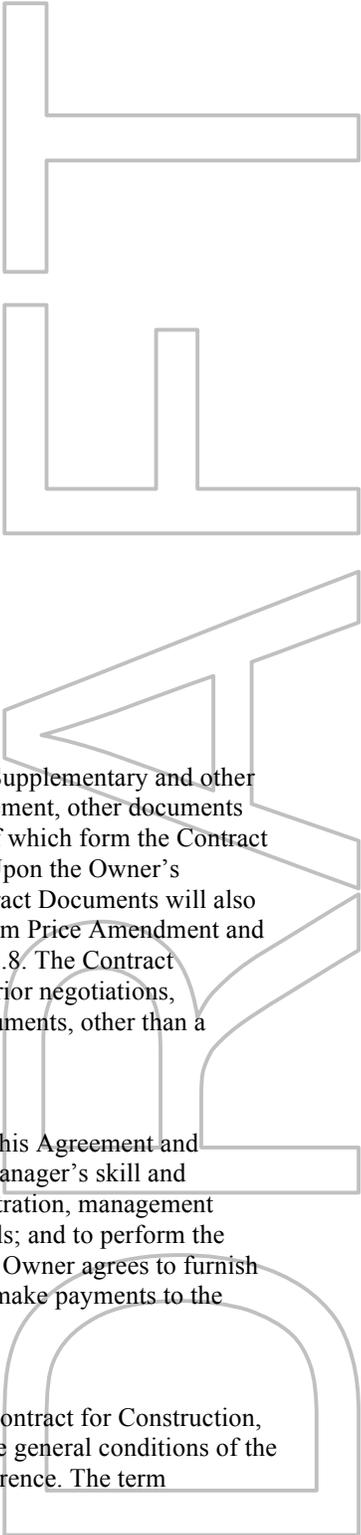
The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner’s acceptance of the Construction Manager’s Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager’s skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner’s interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 1.3 General Conditions

For the Preconstruction Phase, AIA Document A201™–2007, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2007, which document is incorporated herein by reference. The term “Contractor” as used in A201–2007 shall mean the Construction Manager.



ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.1 Preconstruction Phase

§ 2.1.1 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 2.1.2 Consultation

The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner.

§ 2.1.4 Phased Construction

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

§ 2.1.5 Preliminary Cost Estimates

§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 2.1.5.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.1.6 Subcontractors and Suppliers

The Construction Manager shall develop bidders' interest in the Project.

§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager

shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 2.1.8 Extent of Responsibility

The Construction Manager shall exercise reasonable care in preparing schedules and estimates pursuant to a reasonable standard of care for Construction Managers in the state of Illinois. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 2.1.9 Notices and Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi governmental authorities for inclusion in the Contract Documents.

§ 2.2 Guaranteed Maximum Price Proposal and Contract Time

§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, but no later than fourteen (14) calendar days after Owner's acceptance of a license from the State of New York for a cultivation center at the project site, and in consultation with the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee.

§ 2.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 2.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 2.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order. The proposed contingency shall never exceed three percent (3%) of the Guaranteed Maximum Price.

§ 2.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and Architect discover any inconsistencies or inaccuracies in the

information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 2.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 2.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

§ 2.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 2.3 Construction Phase

§ 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of A201–2007, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 2.3.1.2 The Construction Phase shall commence upon the Owner’s acceptance of the Construction Manager’s Guaranteed Maximum Price proposal or the Owner’s issuance of a Notice to Proceed, whichever occurs earlier.

§ 2.3.2 Administration

§ 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager’s own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 2.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost-plus a fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.

§ 2.3.2.4 If the Construction Manager recommends a specific bidder that may be considered a “related party” according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.

§ 2.3.2.5 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.

§ 2.3.2.6 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201–2007.

§ 2.3.2.7 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 2.3.2.8 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 2.3.2.7 above.

§ 2.4 Professional Services

Section 3.12.10 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 2.5 Hazardous Materials

Section 10.3 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3 OWNER'S RESPONSIBILITIES

§ 3.1 Information and Services Required of the Owner

§ 3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner’s objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 3.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract. Thereafter, the Construction Manager may only request such evidence if (1) the Owner fails to make payments to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern regarding the Owner’s ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager and Architect.

§ 3.1.3 The Owner shall establish and periodically update the Owner’s budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner’s other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner’s budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project’s scope and quality.

§ 3.1.4 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall reasonably furnish the following information or services with reasonable promptness. The Owner shall also furnish

any other reasonable information or services under the Owner’s control and relevant to the Construction Manager’s performance of the Work with reasonable promptness after receiving the Construction Manager’s written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 3.1.4.1 The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 3.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 3.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 3.1.4.4 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner’s control and relevant to the Construction Manager’s performance of the Work with reasonable promptness after receiving the Construction Manager’s written request for such information or services.

§ 3.2 Owner’s Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner’s representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2007, the Architect does not have such authority. The term “Owner” means the Owner or the Owner’s authorized representative.

§ 3.2.1 **Legal Requirements.** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner’s needs and interests.

§ 3.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B103™–2007, Standard Form of Agreement Between Owner and Architect, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 4.1 Compensation

§ 4.1.1 For the Construction Manager’s Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

§ 4.1.2 For the Construction Manager’s Preconstruction Phase services described in Sections 2.1 and 2.2: *(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)*

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

§ 4.1.3 Intentionally deleted.

§ 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager's personnel providing Preconstruction Phase services on the Project and the Construction Manager's costs for the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions. Such Direct Personnel Expenses shall be itemized in the GMP Statement.

§ 4.2 Payments

§ 4.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid «Thirty» («30») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager. *(Insert rate of monthly or annual interest agreed upon.)*

The terms of the preceding sentence notwithstanding, interest shall not accrue on unpaid invoices and/or invoice amounts that are due, provided that such balances are disputed by the Owner in good faith.

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee.

§ 5.1.1 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

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

§ 5.1.2 The method of adjustment of the Construction Manager's Fee for changes in the Work:

«§ 5.1.1 above. At percentages identical to those defined in »

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

«§ 5.1.1 above. At percentages identical to those defined in »

§ 5.1.4 Intentionally deleted.

§ 5.1.5 Intentionally deleted.

§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.

(Insert specific provisions if the Construction Manager is to participate in any savings.)

§ 5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

§ 5.3 Changes in the Work

§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201–2007, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 5.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201–2007, General Conditions of the Contract for Construction, with notice provided to Owner. Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 5.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner’s prior consent on the basis of cost plus a fee), the terms “cost” and “fee” as used in Section 7.3.3.3 of AIA Document A201–2007 and the term “costs” as used in Section 7.3.7 of AIA Document A201–2007 shall have the meanings assigned to them in AIA Document A201–2007 and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner’s prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms “cost” and “costs” as used in the above-referenced provisions of AIA Document A201–2007 shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term “fee” shall mean the Construction Manager’s Fee as defined in Section 5.1 of this Agreement.

§ 5.3.5 If no specific provision is made in Section 5.1.2 for adjustment of the Construction Manager’s Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.2 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager’s Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

§ 6.1.2 Where any cost is subject to the Owner’s prior approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

§ 6.2 Labor Costs

§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner’s prior approval, at off-site workshops.

§ 6.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site with the Owner's prior approval.

(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

§ 6.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3.

§ 6.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, with the Owner's prior approval.

§ 6.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

§ 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work, with the Owner's prior approval. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal, with the Owner's prior approval. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ 6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ 6.5.5 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 6.6 Miscellaneous Costs

§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable.

§ 6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201–2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201–2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 6.6.6 Intentionally deleted.

§ 6.6.7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 6.6.8 Intentionally deleted.

§ 6.6.9 Subject to the Owner's prior approval and Construction Manager's standard written policy, expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work.

§ 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201–2007.

§ 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2007 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

§ 6.8 Costs Not To Be Reimbursed

§ 6.8.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;
- .2 Expenses of the Construction Manager's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;
- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .8 Costs for services incurred during the Preconstruction Phase.

§ 6.9 Discounts, Rebates and Refunds

§ 6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.

§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

§ 6.11 Accounting Records

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

§ 7.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.

§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the «last » day of a calendar month, the Owner shall make payment of the certified amount to the Construction Manager not later than the «30th » day of the «following» month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than «30 » («days ») days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 7.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment.

§ 7.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 7.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201-2007;
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Construction Manager's Fee, less retainage of [REDACTED] (%). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of [REDACTED] (%) from that portion of the Work that the Construction Manager self-perfo

- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements. At Owner's discretion, Owner shall retain a title company, or similar entity, to manage the review and approval of payments to Construction Manager and Subcontractors subject to a Construction Escrow and Trust and Disbursing Agreement.

§ 7.1.9 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site. Construction Manager and Subcontractors shall fully comply with the Construction Escrow and Disbursing Agreement, if any, and with applicable mechanics' lien laws.

§ 7.1.10 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect.

The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

« »

§ 7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201-2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201-2007. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 7.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201-2007. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request

mediation within this 30-day period shall result in the substantiated amount reported by the Owner’s auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect’s final Certificate for Payment.

§ 7.2.4 If, subsequent to final payment and at the Owner’s request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager’s Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager, Subcontractors, and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201–2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)
Workers Compensation	Statutory
Commercial General Liability	\$2 million per occurrence
Automobile Liability	\$1 million per occurrence
Excess Liability Coverage	\$5 million

Owner and the respective Property Owners for each Project Site shall be listed as additional insureds on all insurance policies

ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201–2007. However, for Claims arising from or relating to the Construction Manager’s Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply.

§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:
(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- Arbitration pursuant to Section 15.4 of AIA Document A201–2007
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*
-

§ 9.3 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007 for Claims arising from or relating to the Construction Manager’s Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

«John A. Leja»
«201 W. Lake St.
Chicago, IL 60606»
«Telephone Number: 312-363-9327»
« »

ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201–2007.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. [REDACTED]

§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201–2007.

§ 10.2.1 If the Owner terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager’s Fee shall be calculated as if the Work had been fully completed by the Construction Manager, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

§ 10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201–2007, except that the term “profit” shall be understood to mean the Construction Manager’s Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in A201–2007.

§ 11.2 Ownership and Use of Documents

Section 1.5 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.3 Governing Law

Section 13.1 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner’s rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201–2007, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 11.5 Other provisions:

« »

ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 12.2 The following documents comprise the Agreement:

- .1 AIA Document A133–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A201–2007, General Conditions of the Contract for Construction
- .3 Intentionally deleted.

« »

- .4 Intentionally deleted.

« »

- .5 Other documents:
(List other documents, if any, forming part of the Agreement.)

«None.»

This Agreement is entered into as of the day and year first written above.

« »

OWNER (Signature)

«Teddy C. Scott »«, Chief Executive Officer»

(Printed name and title)

« »

CONSTRUCTION MANAGER (Signature)

(Printed name and title)



DRAFT AIA® Document A201™ - 2007

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

«PharmaCann New York »

«Manufacturing Facility - 600 Neelytown Rd., Montgomery (Hamptonburgh), NY 12549
Dispensary 1 - 25 Northpointe Pkwy., Amherst, NY 14228
Dispensary 2 - 642 Old Loverpool Rd., Liverpool, NY 13088
Dispensary 3 - 10 Executive Park Dr., Albany, NY 12203
Dispensary 4 - 1280 Oak Point Ave., NY 10474 »

THE OWNER:

(Name, legal status and address)

«PharmaCann »«, LLC »

«201 W. Lake St.
Chicago, IL 60606 »

THE ARCHITECT:

(Name, legal status and address)

«Filoramo Talsma Architecture »«, LLC »

«1765 N. Elston Ave., Suite 226
Chicago, IL 60642 »

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ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Architect and the Architect’s consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect’s or Architect’s consultants’ reserved rights. Distribution of the Instruments of Service, Drawings, and Specifications, for any purpose other than for Construction Manager to perform the Work and otherwise fulfill its obligations of this Agreement, to occur only upon written approval by Owner.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect’s consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner’s approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term “Owner” means the Owner or the Owner’s authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic’s lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner’s interest therein.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum by at

least 10%; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness upon reasonable request after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect and Owner any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect and Owner may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work and shall report to Owner regarding same.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other

facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment or other utilization of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect and Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such

notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect and/or Owner may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect and/or Owner requires additional time to review. Failure of the Architect and/or Owner to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's

responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect and/or Owner may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect and/or Owner requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may

be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor’s rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor’s compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor’s obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER’S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner’s own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term “Contractor” in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner’s own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner’s own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor’s construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor’s Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that

the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14, if and only if Owner and separate Contractor(s) are acting pursuant to Section 6 herein.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;

- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor’s control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for acceptable performance of the Work under the Contract Documents.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor’s Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor’s right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or

.7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon fourteen additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then notify Owner throughout this process as delineated pursuant to Section 9.8.3.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor and Owner (as Additional Insured) from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal

or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method

of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; and if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until

after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing pursuant to the A133.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work;
and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Intentionally deleted.

§ 15.4

Intentionally deleted.

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.

May 12, 2015 *revised*

Pharmacannis LLC
Mr. John A. Leja
Project Manager

Via Email: jaleja@pharmacannis.com

Re: **PharmaCann – Cultivation Center New York**
Proposal for Security Systems Consulting and Design Services

Dear John,

We are pleased to submit the following proposal to provide Security Systems Consulting and Design services for the above-referenced project for approximately 123,000 square feet of administration/processing (including office space, prep room, dry area and packaging – 28,850 S.F) and the Grow Area (94,150 S.F.) space. PharmaCannis LLC is sometimes referred to herein as “Client” and Engineering PLUS is sometimes referred to herein as “Consultant.” A brief description of our design scope is listed below.

A. PHYSICAL SECURITY SYSTEMS:

1. General Security Scope of Work:

- a. The general scope of work shall be a complete engineered design of the following separate security systems:
 - 1. Access Control (Card Access) System
 - 2. Video Surveillance System Closed Circuit TV (CCTV)
 - 3. Alarm Monitoring & Intrusion Detection

2. Security Programming:

- a. We plan to facilitate a systems need analysis meeting with the proper personnel or representative for the facility. This meeting will determine card reader locations, camera locations and required alarm monitored points. This meeting will also provide an opportunity to decide upon preferred systems manufacturers as well as criteria for storage, control and contact of the systems. Any additional systems requirements will also be discussed and agreed upon, such as photo ID badging, proximity card systems, integration with CCTV and other systems, etc.
- b. The Access control scheme will provide separation of Cannabis green space, processing, storage and administration areas per the current regulations.
- c. Upon completion of the programming, we will have all of the information needed to create floor plan and detail drawings, as well as bid documentation forms.

3. Security Design Development:

- a. Review architectural and mechanical plans for coordination of exact placement of devices.
- b. Review door hardware requirements for access control doors with architect creating the final coordinated door hardware schedule.
- c. Review technology plans for coordination of head end equipment and voice/data requirements.
- d. Review electrical plans for coordination of head end equipment power requirements.

e. Create owner review drawings that show the placement of all devices for comments and approval.

4. **Security Construction Documentation:**

- a. Update device placement drawings per owner's review comments.
- b. Add unique identifier tags to each device.
- c. Size out and design conduit as required for the project.
- d. Determine optimum view angles of all cameras and reflect them on the drawings.
- e. Create a one-line diagram that illustrates the interconnections of all devices to the head end.
- f. Create device schedules that define and label all Card Reader doors, Cameras and alarm input zones.
- g. Create device details for project-specific installation requirements for standard device types.
- h. Draft a bill of materials that calls out all equipment that will be required for the project.
- i. Draft a Request for Proposal and security specifications specific to this project.
- j. Create a Microsoft® Excel bid form for contractors to fill out to break down their pricing.
- k. Create a document that lists approved bidders for the project based upon experience with contractors on projects of similar scope and size.

B. LOW VOLTAGE CABLING DESIGN:

1. Develop a Telecommunications equipment schedule of termination equipment, cable, and all associated cable management devices required for the horizontal and backbone systems.
2. Our design will be in compliance with the following:
 - a. TIA/EIA- (Telecommunications Industry Association) (Electronics Industries Association) 568-B.1, B.2, B.3, 568A, 569, 606, 607.
 - b. NFPA - (National Fire Protection Association)
 - c. ISO/IEC 11801 - (International Organization for Standardization) / (International Electrotechnic Commission)
 - d. National Electric Code (NEC-2012)
3. Design Voice and Data Conduit system criteria per the City code requirements.
4. Layout and detail of the IT equipment rack per TIA/EIA standards. This includes "dimensioned" room floor plans at ½" scale and wall elevations.
5. Provide equipment rack details and elevations for mounting termination hardware and appropriate cable management.
6. We shall detail the outlet configuration standard, pin-out requirements and approved termination methods.
7. Our documents will include an approved station naming convention with workstation identification tag floor plans.
8. Detailed specifications shall be provided on the voice/data drawings. These specifications will include: telecommunication termination components at the workstation and the equipment closet, approved cable vendor criteria, termination requirements, labeling requirements, testing requirements, firestopping and cable support methods.

C. BID REVIEW AND AWARD:

1. We include preparation of a detailed review and comparison of all contractor proposals. This review shall confirm that all bidders meet the performance parameters of the specifications and drawings.
2. We shall then prepare a Contractor Bid Summary report identifying the equipment and labor cost differences between the bidders.
3. We will include a recommendation of contract award based on the bidder's proposed cost and their understanding of the specifications and construction documents.

D. CONSTRUCTION ADMINISTRATION:

1. Review of all shop drawing submittals related to system components for compliance with the contract documents.
2. Participate in on-site construction meetings to address project-related issues as requested by the architect, but not to exceed the quantities listed in the General Scope section.
3. Upon substantial completion of the project, we will prepare a punch list of incomplete items.

E. GENERAL SCOPE:

1. **Coordination with Other Consultants:** We shall coordinate with the mechanical, electrical engineers, owner's representative and architect for information related to our scope of work.
1. **Site Visits:**
 - a. **Design:** In addition to our standard in-office design time, we anticipate a total of (30) hours of on-site design meetings to coordinate with the design team and with the client.
 - b. **Construction Administration:** After the project is awarded to the installation contractors, we anticipate a total of (60) hours to address field questions, RFI's, participate in conference calls and attend on-site construction meetings and walk-throughs. Any additional hours required shall be billed hourly per the rates listed herein and only upon prior approval from the client.
2. **Revisions:**
 - a. We include minor revisions to our drawings prior to the Issued for Bid date. However, we exclude all revisions that are a change in scope, functionality or location of the equipment after the drawings have been issued for Bid date. Revisions to our documents after that issue date will be considered additional services. We include basic revision sketches related to design issues within the documents.
 - b. We include up to three (3) Architectural Background updates prior to the Issued for Bid date. Our base design services include receiving and processing of up to three (3) architectural background updates. Any added updates will be considered additional services, billed at our hourly rates.
 - c. We do not include revision sketches related to conflicts, owner changes or design changes made by other trades.
3. **Specifications:**
 - a. We include the detailed specifications in drawing format.
 - b. CSI book style specifications will not be included.
4. **Qualifications:** Professional engineers licensed in the state of Illinois and ASIS Physical Security Professional (PSP) shall prepare all final documents.
5. **CADD Documentation:** All drawings will be generated in AutoCAD ver. 2014.
6. **Assumptions, Clarifications and Exclusions:**

Below is our understanding of scope exclusions for this project. These services can be provided, upon request, as an additional service.

 - a. **General Exclusions:**
 1. We exclude any additional engineering services required to correct existing building systems to meet current Building Code requirements.
 2. We exclude the redesign of engineered systems due to owner changes after the Issued for Bid date.
 3. We exclude Commissioning Services.
 4. We exclude the creation of Record (As-Built) Documents.
 - b. **Security Systems Exclusions:**
 1. We assume both facilities are identical design. Any site specific design modifications will be considered an additional service.
 2. The specifications for Doors, Hardware and Electric locking hardware are excluded from our scope of work. This can be added for a fee if required for the project.

3. Local area network connectivity for security systems. The systems design assumes connection of equipment to an owner maintained network that will interconnect all PC's, panels and Servers.
4. Wide area network connectivity and VPN access to remotely login/manage security systems.

F. CLIENT RESPONSIBILITIES:

The Client shall furnish to us (at no cost) CADD files in AutoCAD format (via FTP Site or E-mail) indicating the required architectural elements for the existing and new layouts.

G. COMPENSATION:

We propose to be compensated for work described in scope section on a Lump Sum basis of as follows:

<i>Services Fee Breakout:</i>	<i>Total</i>
Redacted pursuant to N.Y. Public Officers Law, Art. 6	

<i>Additional Construction Administration Services</i>
As an additional service, Engineering PLUS can attend on-site construction meetings and field coordination walk-thru visits, in addition to those listed in 'Construction Administration Site Visits' above. We will attend these meetings with written authorization from an approved owner representative only. That time will be billed on an hourly basis per the rates below.

<i>Additional Services Hourly Rates</i>
Redacted pursuant to N.Y. Public Officers Law, Art. 6

H. REIMBURSABLE EXPENSES:

We shall be reimbursed at cost for all incidental expenses incurred in performing the above scope of services, including: blueprinting, messenger service, overnight delivery, CADD plotting and out-of-state travel and lodging. These fees are in addition to the lump sum fee as noted in the "Compensation" section.

I. TERMS AND CONDITIONS:

1. **Access to Site:** Unless otherwise stated, the Consultant (Engineering PLUS, LLC) will have access to the site for activities necessary for the performance of the services. The Consultant will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

2. **Dispute Resolution:** Any claims or disputes made during design, construction or post-construction between the Client and Consultant shall be submitted to non-binding mediation. Client and Consultant agree to include a similar mediation agreement with all contractors, subcontractors, sub consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.
3. **Billings/Payments:** Invoices for the Consultant's services shall be submitted, at the Consultant's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, the Consultant may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.
4. **Late Payments:** Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.
5. **Indemnification:** The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Consultant, his or her officers, directors, employees, agents and sub consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Consultant.
6. **Consequential Damages:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or sub consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.
7. **Limitation of Liability:** Client and Consultant each agrees to waive any and all claims for consequential damages against the other. Client acknowledges that Consultant is a limited liability company and agrees to make any claim arising out of or relating to the project against Consultant only, and not against any of Consultant's directors, officers, employees or agents. In recognition of the relative risks, rewards and benefits of the project to both Client and Consultant, the parties have agreed to allocate such risks so that Consultant's total liability to Client for any and all injuries, claims, losses, expenses or damages arising out of this agreement, whether founded in negligence, contract, or strict liability, from any cause or causes, shall not exceed the amount of Consultant's fee for due diligence or peer review services. In the event that a component of any claim against Consultant includes increased costs of construction, Consultant shall not be liable for any "betterment" or "enhancement" costs for which Client would ultimately have been responsible. Except as set forth below, any and all claims arising out of the project or relating to this agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of Consultant's services, the Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to the resolution of the matter by mediation or arbitration in accordance with the Construction Industry Fast Track Arbitration Rules of the American Arbitration Association. Consultant's claims for unpaid fees shall proceed immediately to the above-referenced arbitration process.
8. **Additional Services/Change in Services:** If any additional services and or change/modifications to Consultant's scope of services are proposed by Client, Consultant shall, upon receipt of such written change or modification, determine the impact on both time and compensation and notify Client in writing. Upon agreement between Client and Consultant as to the extent of said impacts to time and compensation, an amendment to this agreement shall be prepared describing such changes. Execution of the amendment by Client and Consultant shall constitute the Consultant's notice to proceed with the changed scope.
9. **Termination of Services:** Either party may terminate this agreement upon at least ten days' advance written notice to other. Client shall compensate Engineer for all services provided and reimbursable expenses incurred to the date on which Engineer received the notice of termination plus any actual out-of-pocket expenses incurred by Engineer due to premature termination of the project.
10. **Ownership of Documents:** All documents produced by the Consultant under this agreement shall remain the property of the Consultant and may not be used by the Client for any other endeavor without the written consent of the Consultant.
11. **Jobsite Safety:** Neither the professional activities of the Consultant, nor the presence of the Consultant or its employees and sub consultants at a construction/project site, shall impose any duty on the Consultant, nor relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract

Documents and any health or safety precautions required by any regulatory agencies. The Consultant and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the General Contractor shall defend and indemnify the Client, the Consultant and the Consultant's sub consultants. The Client also agrees that the Client, the Consultant and the Consultant's sub consultants shall be made additional insureds under the General Contractor's policies of general liability insurance.

- 12. **Standard of Care:** In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.
- 13. **Specification of Materials:** The Client understands and agrees that products or building materials that are permissible under current building codes and ordinances may, at some future date, be banned or limited in use in the construction industry because of presently unknown hazardous and/or defective characteristics. The Consultant is only expected to meet current industry standards and may rely on manufacturers' information and representations. The Client agrees that if any product or material specified for this Project by the Consultant shall, at any future date be suspected or discovered to be defective or a health or safety hazard, then the Client shall waive all claims as a result thereof against the Consultant. The Client further agrees that if the Client directs the Consultant to specify any product or material after the Consultant has informed the Client that such product or material may not be suitable or may embody characteristics that are suspected of causing or may cause the product or material to be considered a hazardous substance in the future, the Client waives all claims as a result thereof against the Consultant, and the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising in any way from the specification or use of any products or materials which, at any future date, become known or suspected health or safety hazards.
- 14. **Governing Law:** This Agreement shall be governed by the laws of the State of Illinois. The parties agree to accept service of process from any court in the State of Illinois with respect to any legal action or proceeding in connection with the Work or this Agreement, and agree that (i) jurisdiction and venue shall lie exclusively in the State of Illinois, and (ii) any action or proceeding may only be brought in the State of Illinois. The parties hereby waive any right to assert that the State of Illinois is not a convenient forum. Client hereby consents to the joinder of any party performing Work with respect to the Project in any mediation, arbitration or suit pertaining or relating to the Project.

Engineering PLUS appreciates this opportunity to be of service to you in the capacity described above. If this proposal meets with your approval, please indicate your acceptance of its terms by signing below and returning one copy for our records. The terms of this proposal are valid for 60 days after the date of issuance.

Sincerely,

James J. McGlynn Jr. PE
RCDD / LAN Specialist
Director of Engineering

Acceptance of Client:

By: _____

Title: _____

Date: _____

(Please return one signed copy)



LEADERS IN GREENHOUSE SYSTEMS INTEGRATION

Proposal#:

Date: 3/22/2015

Valid Thru: 4/21/2015

Sold To:

PharmaCann LLC

137 Oak Park Ave

Chicago, IL 60301

Phone: 312-363-9327 Fax:

Contact: John Leja

Email: jaleja@pharmacannis.com

Ship To:

PharmaCann LLC

Orange County, NY

Phone: Fax:

Contact:

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



LEADERS IN GREENHOUSE SYSTEMS INTEGRATION

Proposal#:

Date: 3/22/2015

Valid Thru: 4/21/2015

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



LEADERS IN GREENHOUSE SYSTEMS INTEGRATION

Proposal#:

Date: 3/22/2015

Valid Thru: 4/21/2015

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



LEADERS IN GREENHOUSE SYSTEMS INTEGRATION

Proposal#:

Date: 3/22/2015

Valid Thru: 4/21/2015

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

Proposal#:
Date: 3/22/2015

Valid Thru: 4/21/2015

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

Terms:

3% cash discount on 100% payment prior to delivery on structure price

Nexus will provide a set of drawings and installation instructions.

***All items shipped from Nexus are shipped FOB factory. Customer will be responsible for the unloading and inspection of materials as they arrive at the job site. Nexus is not responsible for goods damaged in transit. Claims for shipping damages or shortages for Nexus supplied items must be made by customer with the trucking company making the delivery of the items.**

** Sales tax will be applied to all orders in accordance with the laws of the taxing jurisdiction. Nexus will defer charging sales tax on exempt items if a valid sales tax exemption certificate is on file **prior to shipment**. Determination of whether an item sold is taxable or exempt is based on the laws of the taxing jurisdiction. Customer agrees to pay all sales taxes on this order in accordance with the laws of the taxing jurisdiction.

Sales Tax exempt certificate

No. _____

Expiration Date: _____

(Please include copy with order)

Customer Acceptance	Nexus Representative
Signed:	Signed:
By:	By:
Title:	Title:
Date:	Date:

THIS SALES PROPOSAL IS SUBJECT TO ATTACHED GENERAL TERMS AND CONDITIONS OF SALE.



LEADERS IN GREENHOUSE SYSTEMS INTEGRATION

Proposal#:
Date: 3/22/2015

Valid Thru: 4/21/2015

NEXUS LOAD REVIEW

Customer Name: PharmaCann LLC Date: 3/22/2015

Address: 137 Oak Park Ave
Chicago, IL 60301
312-363-9327

Structure Quoted: [Redacted]

PERMITS REQUIRED: [] YES [] NO

NOTE: If the NO Permitting Required box is checked, extra costs may be incurred if permitting is required after contract date. Extra cost may be incurred if building code or owner requirements are greater than the specified loads.

CODE USED:

SNOW LOAD: 30 lb./sq. ft. ([] roof or [] ground)

WIND LOAD: 90 m.p.h. EXPOSURE "B"

SPECIAL LOAD REQUIREMENTS:

Customer requested ship date:

Local permitting agencies may require a foundation design. Nexus is not responsible for the foundation design. Engineers familiar with local soil conditions should be retained by the Customer for these services. Nexus will provide column load information to the Customer or his designated representative to facilitate the foundation design.

CUSTOMER SIGNATURE

THIS SALES PROPOSAL IS SUBJECT TO ATTACHED GENERAL TERMS AND CONDITIONS OF SALE.

NEXUS GENERAL TERMS AND CONDITIONS OF SALE

1. Proposal. Customer's signature on this proposal below is a firm offer to purchase the products (and services, if any) described on the reverse side hereof, and is subject to the written acceptance of Nexus Corporation's authorized representative at its executive offices in Northglenn, CO. This proposal shall remain valid for a period of thirty (30) days from the date set forth at the top of the proposal. Nexus' acceptance is expressly made conditional upon Customer's assent to the original terms and conditions contained herein and upon the exclusion of any different or additional terms and conditions stated by Customer unless otherwise agreed to in writing by Nexus. Upon acceptance by Nexus, this proposal will become a binding agreement between the parties.

2. Drawings. After acceptance, Nexus will furnish the Customer with shop drawings for the fabrication and installation of the product. Unless the Customer returns a copy of the drawings to Nexus by certified mail within seven days of the date indicated on such drawings with any corrections or modifications, the drawings will be presumed correct and Customer shall have waived any objections thereto. Any subsequent changes required by Customer will be subject to additional charges by Nexus.

3. Terms of Payment. Customer shall promptly pay all invoices according to the payment terms described in the proposal above or herein (the "**Terms of Payment**"). Each shipment constitutes a separate sale. Unless otherwise specified in the Terms of Payment above, payment terms are net cash within 30 days after the date of the invoice except where freight will be shipped COD and paid directly by the Customer. Customer's failure to pay all invoices as required will be deemed a breach of the entire agreement, in Nexus' sole discretion.

4. Lien Rights. Nexus shall have the right to notify Customer and Owner of its right to lien the Property for non-payment of amounts due at any time. Upon any breach or default by the Customer, which breach may be waived by Nexus, Nexus may file a mechanic's lien against the Property and pursue foreclosure as allowed by law.

5. UCC Security Interest. Customer hereby grants to Nexus a purchase money security interest in and to the structure and all other goods sold by Nexus to Customer pursuant to this Agreement. Nexus has the right to file and record a UCC Financing Statement as necessary to perfect its security interest in the goods sold to Customer pursuant to this Agreement. Upon any breach or default by Customer, which breach may be waived by Nexus, Nexus remedies shall include, but be not limited to, all rights of a secured party under the Uniform Commercial Code, including but not limited to the right to enter the Property and remove the structure.

6. Additional Remedies. In addition to the remedies set forth in Paragraphs 4 and 5 above, Nexus' remedies shall include, without limitation, equitable relief, including specific performance, damages and all rights of an aggrieved party at law or in equity.

7. Disclosure of Interest Charges; Venue for Disputes. In the event the Customer fails to timely pay in full for product and services in accordance with the Terms of Payment described above, then Nexus will impose an interest charge thereafter of the lesser of 2% per month or the maximum rate permitted under applicable law on the unpaid balance compounded annually. Imposition of interest shall not waive or affect Nexus' other rights under this agreement. If any account is turned over to a collection agent, all costs incurred for such collection will be added to the amount owed including interest thereon. If the breach relates to non-payment by Customer, Nexus' or its agent shall have the right to pursue a claim against Customer in any state or federal court with jurisdiction over the County of Adams, State of Colorado. Customer hereby consent to the exclusive jurisdiction of the state and federal courts with jurisdiction over the County of Adams, State of Colorado for matters relating to non-payment of amounts due by Customer.

8. Warranty. Nexus makes no warranties as to products it sells that are manufactured by others. Customer agrees that its sole recourse as to such products is to make a claim against the manufacturer of such products under that manufacturer's warranty, if any. Customer shall have no claim against Nexus for such product defect failures or otherwise in connection with such products. Nexus warrants to the original Customer that all goods manufactured by Nexus are free from all material defects in materials and workmanship for a period of twelve months from the date the goods or products leave Nexus' warehouse. This warranty provided by Nexus is rendered void and of no further effect upon Customer's transfer of the goods, accessories, or products of the goods. Nexus' obligation under this warranty is limited to replacing or repairing any defective part without charge during the warranty period, which replacement or repair will be made to the extent that Customer has given Nexus written notice of any alleged defect within 10 days after such defect is noticed or should have been noticed and Nexus, in its sole discretion, determines the existence of a defect for which Nexus is responsible. If inspection, replacement, or repair by Nexus is made at Customer's premises, Customer shall pay all labor, transportation, and lodging expenses. This warranty shall not be extended beyond its original twelve-month term for any reason. This warranty on repairs and replacements shall also expire on the same date as this warranty. Installation and operation of the goods or products in any manner other than that recommended in Nexus' specifications or any other written instructions shall void this warranty granted by Nexus. This Nexus warranty shall also be rendered void if Customer fails to pay for the goods shipped hereunder or does not follow the recommended maintenance and/or construction procedures. CUSTOMER ASSUMES ALL RISK OF THE USE OF THE PRODUCT(S) DELIVERED BY NEXUS OR ITS SUPPLIERS. CUSTOMER SHALL HAVE NO REMEDY AGAINST NEXUS FOR DELIVERY OF NONCONFORMING PRODUCT OTHER THAN TO REQUIRE REPLACEMENTS WITH CONFORMING PRODUCT AS PROVIDED HEREIN. NEXUS SHALL NOT BE LIABLE TO CUSTOMER OR TO ANY PERSON WHO PURCHASES FROM CUSTOMER OR USES ANY PRODUCT SUPPLIED BY NEXUS OR ITS SUPPLIERS FOR DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY DELAY, ACT, ERROR, OR OMISSION OF NEXUS OR ITS SUPPLIERS. THE WARRANTY SET FORTH ABOVE IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NO OTHER REPRESENTATIONS WERE MADE OR RELIED UPON WITH RESPECT TO THE QUALITY AND FUNCTION OF THE PRODUCTS AND SERVICES SUBJECT TO THIS AGREEMENT. NO NEXUS EMPLOYEE OR AGENT, NOR ANY OTHER PERSON, IS AUTHORIZED TO ASSUME FOR NEXUS ANY RESPONSIBILITY OR LIABILITY OTHER THAN THOSE APPEARING IN THIS AGREEMENT. Customer will indemnify, defend and hold Nexus and its shareholders, officers, directors and agents harmless from and against all loss, liability, cost (including reasonable legal fees and costs), damage, or expense incident to any claim, action, or proceeding (including, but not limited to, claims of third parties) against Nexus arising out of the installation, maintenance, use, or operation of the products covered by this Agreement.

9. Technical Advice and Recommendations. Nexus assumes no obligation or liability for any recommendations, opinions or advice as to the choice, installation or use of products sold. Any such recommendations, opinions or advice to the extent given and shall be accepted at customer's own risk and shall not constitute any warranty or guarantee of such products or their performance. Nexus warranty as set forth in Section 5 shall not be enlarged, diminished or affected by, and no obligation or liability shall arise or grow out of Nexus' rendering of technical advice, installation advice or service in connection with Customer orders or the products furnished hereunder.

10. Product Suitability. Many states and localities have codes and regulations governing sales, construction, installation, and/or use of products for certain purposes, which may vary from those in neighboring areas. Nexus does not and cannot guarantee compliance with local codes and regulations or be responsible for how the product is installed or used. Customer hereby acknowledges that, before purchase, Customer reviewed the product application, and national and local codes and regulations, and hereby confirms that the product, installation, and use will comply with them.

11. Performance. Should Nexus be delayed in its performance (fabrication, delivery and/or erection) for reasons which are beyond its control, including but not limited to labor disputes, fire, natural disasters, war, acts of terror, civil strife or military action, accidents, delay of carrier, shortage of supplies or materials, delay or default of subcontractor, failure of production facility, or any similar cause, the date of performance by Nexus shall be extended a reasonable time to allow for such delay. However, in no event shall Nexus be liable for any loss or damage to the Customer occasioned by the delay. In the event of any such delay beyond Nexus' control, the Customer agrees to either accept performance when it can be effected, or terminate the agreement by payment to Nexus of all of its costs of production, including materials, labor and overhead incurred to the date of Nexus' receipt of the Customers written termination notice.

12. Delivery and Unloading of Shipments. Unless specified by the Customer, Nexus shall select the carrier for delivery. Cost of shipping and unloading the shipment is the sole responsibility of the Customer unless otherwise expressly provided herein. All product is shipped F.O.B. Nexus' factory, and title and all risk of loss shifts to the Customer upon the carrier acceptance of shipment. The Customer shall file all claims for shipment shortages or damage with the carrier.

13. Erection and Installation. Unless otherwise specifically provided for in a separate written agreement regarding installation, the Customer shall be solely responsible for selecting the installation contractor, assessing the validity of time and cost estimates for the installation contractor, making all arrangements, supervising and paying all costs for the erection and installation of the Nexus product. The Customer shall also be liable for conformance with all local laws and ordinances including zoning, building codes, building permits, inspections, and the like.

14. Taxes. Prices quoted for all products purchased hereunder are exclusive of all taxes unless specifically set forth on the face of this proposal. Nexus is required to charge, collect and remit state and local tax on all items to the extent that the items are not exempted by a valid sales tax exemption certification provided prior to shipment. All federal, state and local taxes or fees imposed and any penalty or interest with respect to any products purchased pursuant to this Agreement shall be the liability of the Customer, and shall be included in invoicing when determined.

15. Cancellation. This Agreement may be cancelled by the Customer, other than for the reasons set forth in Paragraph 8 above, only by negotiation with and written agreement by Nexus and then only by payment of reasonable and adequate charges which take into account both Nexus' expenses to date and its other commitments made in anticipation of this Agreement. Should arbitration or litigation be commenced under any provision of this proposal, if Nexus prevails, the Customer shall pay Nexus' reasonable legal fees and costs in connection therewith.

16. Arbitration, Controlling Law, and Time Limit. Except as set forth in Paragraph 4 above, any controversy or claim arising out of or relating to the Proposal, or any drawings, or these terms and conditions shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association. Purchaser and Nexus expressly agree that any arbitration proceedings instituted by either party shall take place in Denver, Colorado, and the arbitrator shall apply the laws of the State of Colorado. All such disputes must be brought within two years of the date of this contract or are forever waived.

17. Miscellaneous. This Agreement shall be binding and inure to the benefit of the parties, their personal and legal representatives, their heirs and beneficiaries, and their assigns and successor-in-interest. Customer may not assign this Agreement without the prior written consent of Nexus. This proposal contains the entire agreement, understanding and representation between the parties and supersedes all prior or current communications or proposals; oral or written, relating to the subject matter hereof. This proposal may not be modified or rescinded unless in writing and executed by the parties. In the event any provision hereof is found invalid or unenforceable according to its terms, such provision shall be enforced or severed to the extent possible without affecting the remainder of the Agreement.

I have read and I understand these General Terms and Conditions of Sale.

CUSTOMER SIGNATURE



GREEN-TEX, LLC

WE BUILD . YOU GROW .

2371 Hyde Shaffer Road • Bristolville, OH 44402-9747

Fax: (330) 889-0098 • Cell: (717) 989-4190

Email: davidgreentex@yahoo.com

DATE:

LABOR CONTRACT # 256725

May 16, 2015

**ESTIMATE FOR
PHARMACANNIS**

137 oak park ave

Chicago IL 60301

Phone: Fax:

Contact:

Email:

VALID Thru: 2015

JOBSITE: ORANGE CO. NY

Primary Structure:

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



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Email: davidgreentex@yahoo.com

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THIS PROPOSAL SPECIFICALLY EXCLUDES, SITE WORK OR SITE PREPARATION, BUILDING PERMITS, SPECIAL INSPECTIONS, CONCRETE AND MASONRY WORK (MATERIALS AND LABOR), ELECTRICAL WORK (MATERIALS AND LABOR), INCLUDING LINE AND LOW VOLTAGE SERVICE, PLUMBING (GAS OR WATER), MECHANICAL AND HVAC WORK (MATERIALS AND LABOR), CRANE RENTAL COSTS AND/OR SERVICE, DOWNSPOUT PIPE AND OTHER DRAINAGE WORKS, FINAL GLAZING /STRUCTURE CLEANING, SNOW REMOVAL OR ANYTHING ELSE NOT SPECIFICALLY MENTIONED IN THE SCOPE OF WORK ABOVE. THIS PROPOSAL WAS BID WITH NON-UNION LABOR GREEN-TEX,LLC IS UNDER NO OBLIGATION TO PERFORM WORK WITH UNION LABOR UNLESS A CHANGE ORDER IS ISSUED IN WRITING TO COVER THE ADDITIONAL COST RELATING TO THE USE OF UNION LABOR.

OWNER AGREES TO FURNISH REASONABLE ACCESS TO THE BUILDING SITE FOR VEHICLES AND PERSONNEL, ELECTRICAL POWER AT SITE FOR HAND TOOL, A DUMPSTER FOR DISPOSAL OF DEBRIS AND ANY DISPOSAL COST, TOILET FACILITIES AS NEEDED , AND A SECURE AREA FOR PROPER STORAGE OF EQUIPMENT AND HARDWARE AND MISCELLANEOUS ITEMS. OWNER AGREES TO MAINTAIN SITE CONDITIONS FOR A GOOD WORKING AREA FOR LIFTS AND OTHER EQUIPMENT TO FACILITATE THE COMPLETEION SCHEDULE. OWNER IS RESPONSIBLE FOR LOCATING AND MARKING ALL UNDERGROUND UTILITIES.

OWNER WILL BE RESPONSIBLE FOR THE UNLOADING AND INSPECTION OF MATERIALS PROVIDED BY NEXUS AS THEY ARRIVE ON SITE. OWNER IS RESPONSIBLE FOR PROPER STORAGE AND PROTECTION OF THESE MATERIALS PER THE MANUFACTURER'S INSTRUCTIONS. GREEN-TEX,LLC IS NOT RESPONSIBLE FOR GOODS DAMAGED IN TRANSIT.

GREEN-TEX,LLC WILL COOPERATE WITH OTHER CONTRACTORS TO COORDINATE THERE WORK. OWNER WILL SCHEDULE OTHER CONTRACTORS AND THERE WORK AS TO NOT INTERFERE WITH THE GREENHOUSE CONSTRUCTION SCHEDULE WITHOUT OTHER CONSIDERATIONS.

CONNECTIONS TO STRUCTURES THAT ARE NOT PROVIDED BY NEXUS WILL BE THE RESPONSIBILITY OF THE OWNER

IF GREEN- TEX, LLC AGREES TO PERFORM ADDITIONAL SERVICES ABOVE ITS SCOPE OF WORK AS MENTIONED IN THIS CONTRACT THEN THE OWNER WILL ISSUE A CHANGE ORDER TO GREEN-TEX, LLC TO COVER THOSE ADDITIONTIONAL COSTS FOR THOSE SERVICES.

GREEN-TEX,LLC WILL COMPLETE THE ABOVE PROJECT TO ACCEPTED GREENHOUSE STANDARDS AND IN CONFORMANCE WITH DRAWINGS AND INSTALLATION INSTRUCTIONS PROVIDED BY NEXUS.

WARRANTY : ONE YEAR CRAFTSMANSHIP



GREEN-TEX, LLC

WE BUILD . YOU GROW .

2371 Hyde Shaffer Road • Bristolville, OH 44402-9747

Fax: (330) 889-0098 • Cell: (717) 989-4190

Email: davidgreentex@yahoo.com

Customer Acceptance	Green-Tex, LLC Representative
Signed:	Signed: <i>David L Zook</i>
By:	By: David L Zook
Title:	Title: Owner
Date:	Date: May 16, 2015

An Advanced Water Treatment Design

Date Prepared: 14 May 2015

Prepared For: John Leja
PharmaCann

Prepared By: Al Zylstra, Les Evans & Kurt Becker

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



Water Management for Horticulture

Proposal

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



Water Management for Horticulture

Proposal

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



Water Management for Horticulture

Proposal

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



Water Management for Horticulture

Proposal

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Water Management for Horticulture

Proposal

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

Attachment 8 GANTT Chart of Mfg. Facility Construction Timeline

Appendix B – Architectural Program

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This submission and its attachments contains critical infrastructure information, trade secrets, and other highly confidential information in the form of compilation of information, practices, processes, design, commercial methods that are not generally known or reasonably ascertainable by others and by which PharmaCann obtains an economic advantage over others. These materials are submitted to an agency by a commercial enterprise which if disclosed would cause substantial injury to the competitive position of the subject enterprise. PharmaCann objects to any disclosure of this information and requests an exemption from disclosure pursuant to Public Officers Law § 89(5)(a)(1).

HAMPTONBURGH NEW YORK

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

Attachment 9 for Draft/Final Dispensary Contract Documents

Appendix B – Architectural Program

This submission and its attachments contains critical infrastructure information, trade secrets, and other highly confidential information in the form of compilation of information, practices, processes, design, commercial methods that are not generally known or reasonably ascertainable by others and by which PharmaCann obtains an economic advantage over others. These materials are submitted to an agency by a commercial enterprise which if disclosed would cause substantial injury to the competitive position of the subject enterprise. PharmaCann objects to any disclosure of this information and requests an exemption from disclosure pursuant to Public Officers Law § 89(5)(a)(1).



1765 N Elston Ave., #226

Chicago, IL 60642

312-635-1920

Agreement between Owner and Architect:

AGREEMENT made as of the 3th day of June in the year 2015

BETWEEN the Owner:

*PharmaCann, LLC
1140 Lake St
Oak Park, Illinois 60301*

and the Architect:

*Filoramo Talsma, LLC
1765 N Elston Ave., #226
Chicago, IL 60642*

For the following Projects:

*Dispensary 1 (+/-3,384 sf) – Buffalo Area – Erie County
25 Northpointe Parkway, Amherst, New York 14228*

*Dispensary 2 (+/-3,580 sf) – Syracuse Area – Onondaga County
642 Old Liverpool Road, Liverpool, New York 13088
(Note-The property is physically located in the town of Salina)*

*Dispensary 3 (+/-3,916 sf) – Albany – Albany County
10 Executive Park Drive, Albany, New York 12203
(Note-The property is physically located in the town of Guilderland)*

*Dispensary 4 (+/-2,384 sf) – Bronx – Bronx County
1280 Oak Point Ave, Bronx, New York 10474*

Christina,

We are pleased to submit this agreement for architectural & engineering services for four (4) individual PharmaCann – Medical Marijuana Dispensaries. In the following pages we will summarize the project scope, our scope of services and our proposed fees.

PROJECT DESCRIPTION:

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

PROJECT TEAM:

The Owner's Designated Representative is:

Christina Doyle Leja

PharmaCann, LLC

1140 Lake St.

Oak Park, Illinois 60301

Telephone Number: 312-983-9222

[*cdoyle@pharmacannis.com*](mailto:cdoyle@pharmacannis.com)

The persons or entities, in addition to the General Contractor's Designated Representative, who are required to review the Architect's submittals to the Owner are:

John A. Leja

PharmaCann, LLC

1140 Lake St.

Oak Park, Illinois 60301

Telephone Number: 312-363-9327

[*jaleja@pharmacannis.com*](mailto:jaleja@pharmacannis.com)

Jeremy Unruh

PharmaCann, LLC

1140 Lake St.

Oak Park, Illinois 60301

Telephone Number: 312-420-3471

[*jeremy.unruh@pharmacannis.com*](mailto:jeremy.unruh@pharmacannis.com)

The Architect's Designated Representative is:

Mark Filoramo

1765 N Elston Ave., #226

Chicago, IL 60642

Telephone Number: 312-635-1920

Mobile Number: 312-203-9653

mark.filoramo@ftarc.com

The consultants retained at the Architect's expense are:

- MEP Engineer – Eric Stein & Walter May (The Engineering Studio, Inc.)

Part 1 RESPONSIBILITY OF THE PARTIES

ARCHITECT'S RESPONSIBILITIES

1.1 The Architect shall provide the following professional services:

*Completion of architectural and MEP engineering services as required for the design and submission to obtain building permit, provide bid & construction documents and provide construction observation services as outlined below. **Note: Services do not include a separate specifications book, all project specifications will be included on the bid and construction drawings.***

1.2 **Scope of Services:**

Pre-Design:

- Meet with owner to discuss project concept and design intent.
- Site visit
- Site analysis
- Zoning + Building Code analysis
- Discuss building concept + program with owner.

Schematic Design:

- Based on Owner approved program, prepare schematic plans, sections & elevations for owner review.
- Prepare schematic drawings, design/build and scope specifications.

Design Development:

- Development floor plans
- Development of interior elevations and material selection
- Development of building sections as required
- Coordinate electrical system layout for design intent purposes with MEP Engineer
- Coordinate HVAC system layout for design intent purposes with MEP Engineer
- Coordinate Plumbing drawings for design intent purposes with MEP Engineer
- Coordination with Owner's Security Design-Builder.

Construction Documents:

- Prepare architecture + engineering (mechanical, electrical and plumbing) drawings for permit, pricing and construction purposes.

Permit + Bidding:

- Issue permit sets to Building & Zoning Departments

- *Issue permit sets to owner's rep., owner's construction manager and/or general contractor for preliminary pricing.*
- *Attend all required open plan review meetings as required to obtain Building Department approval.*
- *Prepare corrections + clarifications to permit set as required to obtain Building Department approval. Issue up-to-date, approved permit drawings to owner's construction manager and/or general contractor for final pricing.*
- *Coordination with general contractor and sub-contractors to answer questions pertaining to construction documents and specifications.*

Construction Administration:

- *We (Architect) will make three (3) site visits per site at critical stages of construction as required to observe construction and make certain building is constructed per approved permit drawings and in accordance with design intent. We will notify owner in writing if building is not built per permit and construction drawings. Site visits by our consulting engineers, if required, will be billed on a per trip basis as outlined below.*

Deliverables:

- *Floor plans*
- *Interior Elevations*
- *Building Sections*
- *MEP drawings*
- *Project Specifications*
- *Security Plan (by others)*
- *Permit Documents*
- *Bid Phase Services*
- *Construction Phase Services*
- *Special-Use Drawing Package (Schaumburg Site Only)*

- 1.3 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.
- 1.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.
- 1.5 The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any errors, omissions or inconsistencies in such services or information.

OWNER RESPONSIBILITIES

- 1.6 Unless otherwise provided for under this Agreement, the General Contractor/Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the General Contractor/Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within seven (7) days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.
- 1.7 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the General Contractor shall furnish copies of the scope of consulting services in the contracts between the Owner and the General Contractor's consultants. The General Contractor shall

furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The General Contractor shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

- 1.8 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.
- 1.9 The Owner shall furnish services of geotechnical engineers which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations.
- 1.10 Unless otherwise provided in this Agreement, the Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.
- 1.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, which may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.
- 1.12 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.
- 1.13 Additional Owner responsibilities shall be, but not limited to, the procurement of :
 - A. *Security System Design & Drawings*
 - B. *A/V System Design & Drawings*
 - C. *ZBA & Special-Use Approvals*
 - D. *Meetings with Community Groups, Village/City, County and State Officials*

Part 2 TERMS AND CONDITIONS

INSTRUMENTS OF SERVICE

- 2.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.
- 2.2 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to reproduce the Architect's Instruments of Service solely for purposes of constructing, using and maintaining the Project, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate this license. Upon such termination, the General Contractor/Owner shall refrain from making further reproductions of Instruments of Service and shall return to the Architect within seven days of termination all originals and reproductions in the Owner's possession or control.

- 2.3** The Owner shall not use the Instruments of Service for future additions or alterations to this Project or for other projects, unless the Owner obtains the prior written agreement of the Architect and the Architect's consultants. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.
- 2.4** In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The General Contractor/Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the General Contractor/Owner's use of the Instruments of Service under this Section.
- 2.5** If the Owner terminates the Architect for its convenience, or the Architect terminates this Agreement, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of the Project as follows:



CHANGE IN SERVICES

- 2.6** Change in Services of the Architect, including services required of the Architect's consultants, may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing, if required by circumstances beyond the Architect's control, or if the Architect's services are affected as described in Section 2.7. In the absence of mutual agreement in writing, the Architect shall notify the Owner prior to providing such services. If the Owner deems that all or a part of such Change in Services is not required, the Owner shall give prompt written notice to the Architect, and the Architect shall have no obligation to provide those services. Except for a change due to the fault of the Architect, Change in Services of the Architect shall entitle the Architect to an adjustment in compensation, and to any Reimbursable Expenses described below.
- 2.7** If any of the following circumstances affect the Architect's services for the Project, the Architect shall be entitled to an appropriate adjustment in the Architect's schedule and compensation:
- .1** change in the instructions or approvals given by the Owner that necessitate revisions in Instruments of Service;
 - .2** enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to previously prepared Instruments of Service;
 - .3** decisions of the Owner not rendered in a timely manner;
 - .4** significant change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget, or procurement method;
 - .5** failure of performance on the part of the Owner or the Owner's consultants or contractors;
 - .6** preparation for and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding except where the Architect is party thereto;

TERMINATION OR SUSPENSION

- 2.8** If the General Contractor fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven (7) days' written notice to the General Contractor before suspending services. In the event of a suspension of services, the Architect shall have no liability to the General Contractor/Owner for delay or damage caused the General Contractor/Owner because of such suspension of

services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

- 2.9** If the General Contractor/Owner suspends the Project for more than thirty (30) consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.
- 2.10** If the General Contractor/Owner suspends the Project for more than ninety (90) cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven (7) days' written notice.
- 2.11** Either party may terminate this Agreement upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- 2.12** In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses.
- 2.13** Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.
- 2.14** The General Contractor/Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in section 2.5 above.

Part 3 COMPENSATION & PAYMENT

COMPENSATION

- 3.1** For the Architect's services as described above, compensation shall be computed as follows:

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

Retainer:



3.2 If the services of the Architect are changed as described herein, the Architect's compensation shall be adjusted. Such adjustment shall be calculated as described below:



3.3 Reimbursable Expenses are in addition to compensation for the Architect's services and include expenses incurred by the Architect and Architect's employees and consultants directly related to the Project. Reimbursable Expenses shall be computed as a multiple of 1.10 times cost, the expenses incurred by the Architect, and the Architect's employees and consultants. as identified below:

- .1 transportation in connection with the Project, authorized out-of-town travel and subsistence, and electronic communications;
- .2 fees paid for securing approval of authorities having jurisdiction over the Project;
- .3 reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service;
- .4 photography & video, renderings, models (including physical & computer models) and mock-ups requested by the Owner;
- .5 expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;
- .6 other similar direct Project-related expenditures.

PAYMENT SCHEDULE

3.4 Invoices will be submitted monthly, and will be based upon the percentage of work completed to that date.

3.5 Payments are due and payable Five (5) days from the date of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.



3.6 Invoices unpaid thirty (30) days after receipt of invoice will result in the cease of work until account is made current. Owner shall pay Architect for all expenses, including attorney's fees incurred in collecting any unpaid invoice.

Part 4 ADDITIONAL TERMS

SPECIAL TERMS & CONDITIONS

4.1 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

- 4.2** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.
- 4.3** Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.
- 4.4** The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations.
- 4.5** The Architect shall have full access to the site and building at all reasonable hours and shall be permitted to photograph the project during construction for our records and future use.
- 4.6** This Agreement is valid for Thirty (30) days of the date stated above, and if not executed by that date, is automatically withdrawn, and is subject to renegotiation.
- 4.7** The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.
- 4.8** If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.
- 4.9** If the services covered by this Agreement have not been completed within Twelve (12) months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in section 3.2 above.
- 4.10** This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.
- 4.11** The scope of services set forth in this agreement are based on facts known at the time of execution of this agreement, including, if applicable, information supplied by the Architect and the Client.
- 4.12** Contracts between the Owner and other consultants retained by the Owner for the project shall require the consultants to coordinate their drawings, other instruments of service and/or work with those of the Architect and to advise the Architect of any potential conflict. The Architect shall have no responsibility for the components of the project designed or built by the Owner's consultants. The Owner shall indemnify and hold harmless the Architect and the Architect's consultants and their employees from and against claims, damages, losses and expenses arising out of services performed for this project by other consultants of the Owner.

ITEMS NOT INCLUDED IN AGREEMENT

- 4.13** Landscape Design Services
- 4.14** Civil Engineering Services
- 4.15** Structural Engineering Services
- 4.16** Interior Design services.
- 4.17** Programming
- 4.18** Security system, Audio/Visual Design Services.

- 4.19 Economic Feasibility Studies & Value Analysis.
- 4.20 Budget & Cost Estimating.
- 4.21 Bidding & Negotiation.
- 4.22 Evaluations of Work.
- 4.23 As-Built Drawings
- 4.24 Renderings
- 4.25 LEED Commissioning & Consultation
- 4.26 LEED Energy Model
- 4.27 Certification of Payments to Contractors.
- 4.28 Facility Operation Services.
- 4.29 Submission for or procurement of permits beyond the general building permit (Sprinkler, Septic, Well, etc.)
- 4.30 Job safety, means or methods of construction and third party law suits for which we have no control.
- 4.31 Drawing & document revisions and coordination due to owner requested changes to the project program and scope.
- 4.32 Additional work require as a result of changes in building codes, zoning ordinances ad municipal codes after completion of design development and owner approval of design.

If you have any questions or comments regarding this agreement or require additional information please contact Mark Filoramo (mark.filoramo@ftarc.com, 312-203-9653) or Chris Talsma (chris.talsma@ftarc.com, 312-375-9827). We thank you for your interest in working with FILORAMO TALSMASMA, LLC and look forward to working with you on this exciting project.

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

(Signature)

(Signature)

Christina Doyle Leja – Chairwoman of the Board/
Chief Marketing Officer

Mark Filoramo – Owner/Member

DRAFT AIA® Document A133™ - 2009

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the «First» day of «June» in the year «2015»
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status and address)

«PharmaCann»«, LLC»
«201 W. Lake St.
Chicago, IL 60606»

and the Construction Manager:
(Name, legal status and address)

[REDACTED]

for the following Project:
(Name and address or location)

«PharmaCann New York »
«Manufacturing Facility - 600 Neelytown Rd., Montgomery (Hamptonburgh), NY 12549
Dispensary 1 - 25 Northpointe Pkwy., Amherst, NY 14228
Dispensary 2 - 642 Old Liverpool Rd., Liverpool, NY 13088
Dispensary 3 - 10 Executive Park Dr., Albany, NY 12203
Dispensary 4 - 1280 Oak Point Ave., NY 10474
»

The Architect:
(Name, legal status and address)

«Filoramo Talsma Architecture»«, LLC»
«1765 N. Elston Ave., Suite 226
Chicago, IL 60642»

The Owner's Designated Representative:
(Name, address and other information)

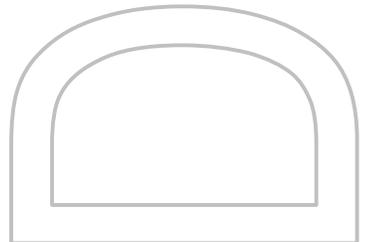
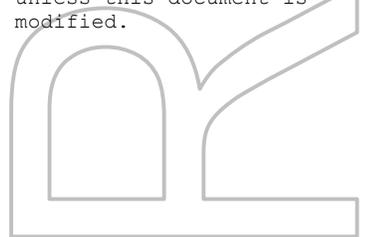
«John Leja»
«201 W. Lake St.
Chicago, IL 60606»
« »
« »
«Mobile Number: 312-363-9327»
«Email Address: john.leja@pharmacannis.com»

The Construction Manager's Designated Representative:
(Name, address and other information)

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.



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« »

«Mobile Number: 312-617-2782»

«Email Address: cliff@cordos.net»

The Architect's Designated Representative:
(Name, address and other information)

«Mark Filoramo»

«1765 N. Elston Ave., Suite 226

Chicago, IL 60642»

« »

« »

«Mobile Number: 312-203-9653»

«Email Address: mark.filoramo@ftarch.com»

The Owner and Construction Manager agree as follows.

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS**
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- 3 OWNER’S RESPONSIBILITIES**
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- 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES**
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- 8 INSURANCE AND BONDS**
- 9 DISPUTE RESOLUTION**
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- 11 MISCELLANEOUS PROVISIONS**
- 12 SCOPE OF THE AGREEMENT**

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The Contract Documents

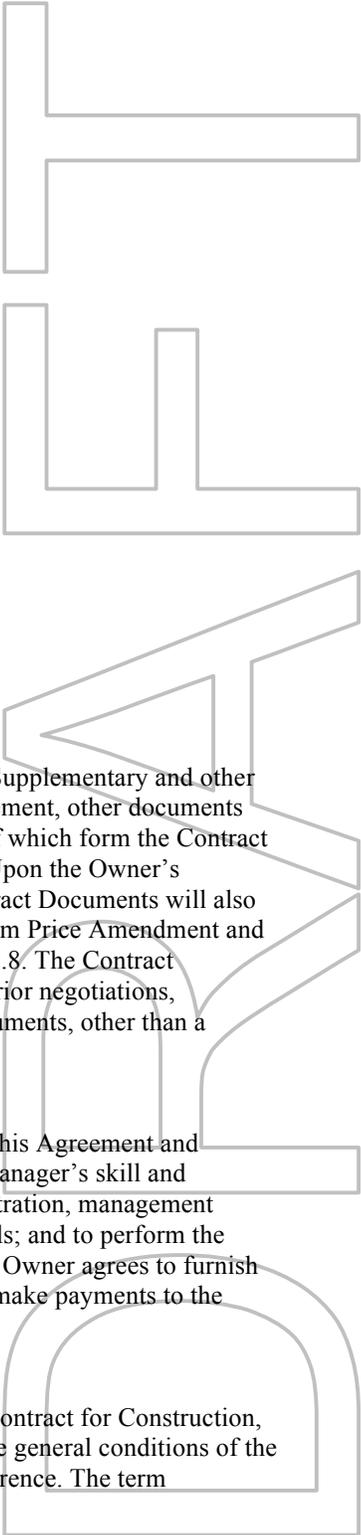
The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner’s acceptance of the Construction Manager’s Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager’s skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner’s interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 1.3 General Conditions

For the Preconstruction Phase, AIA Document A201™–2007, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2007, which document is incorporated herein by reference. The term “Contractor” as used in A201–2007 shall mean the Construction Manager.



ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.1 Preconstruction Phase

§ 2.1.1 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 2.1.2 Consultation

The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner.

§ 2.1.4 Phased Construction

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

§ 2.1.5 Preliminary Cost Estimates

§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 2.1.5.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.1.6 Subcontractors and Suppliers

The Construction Manager shall develop bidders' interest in the Project.

§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager

shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 2.1.8 Extent of Responsibility

The Construction Manager shall exercise reasonable care in preparing schedules and estimates pursuant to a reasonable standard of care for Construction Managers in the state of Illinois. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 2.1.9 Notices and Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi governmental authorities for inclusion in the Contract Documents.

§ 2.2 Guaranteed Maximum Price Proposal and Contract Time

§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, but no later than fourteen (14) calendar days after Owner's acceptance of a license from the State of New York for a cultivation center at the project site, and in consultation with the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee.

§ 2.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 2.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 2.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order. The proposed contingency shall never exceed three percent (3%) of the Guaranteed Maximum Price.

§ 2.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and Architect discover any inconsistencies or inaccuracies in the

information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 2.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 2.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

§ 2.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 2.3 Construction Phase

§ 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of A201–2007, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 2.3.1.2 The Construction Phase shall commence upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal or the Owner's issuance of a Notice to Proceed, whichever occurs earlier.

§ 2.3.2 Administration

§ 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 2.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost-plus a fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.

§ 2.3.2.4 If the Construction Manager recommends a specific bidder that may be considered a “related party” according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.

§ 2.3.2.5 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.

§ 2.3.2.6 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201–2007.

§ 2.3.2.7 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 2.3.2.8 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 2.3.2.7 above.

§ 2.4 Professional Services

Section 3.12.10 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 2.5 Hazardous Materials

Section 10.3 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3 OWNER'S RESPONSIBILITIES

§ 3.1 Information and Services Required of the Owner

§ 3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner’s objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 3.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract. Thereafter, the Construction Manager may only request such evidence if (1) the Owner fails to make payments to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern regarding the Owner’s ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager and Architect.

§ 3.1.3 The Owner shall establish and periodically update the Owner’s budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner’s other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner’s budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project’s scope and quality.

§ 3.1.4 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall reasonably furnish the following information or services with reasonable promptness. The Owner shall also furnish

any other reasonable information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 3.1.4.1 The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 3.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 3.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 3.1.4.4 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 3.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2007, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 3.2.1 **Legal Requirements.** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 3.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B103™-2007, Standard Form of Agreement Between Owner and Architect, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 4.1 Compensation

§ 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

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

§ 4.1.3 Intentionally deleted.

§ 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager's personnel providing Preconstruction Phase services on the Project and the Construction Manager's costs for the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions. Such Direct Personnel Expenses shall be itemized in the GMP Statement.

§ 4.2 Payments

§ 4.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid «Thirty» («30») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

The terms of the preceding sentence notwithstanding, interest shall not accrue on unpaid invoices and/or invoice amounts that are due, provided that such balances are disputed by the Owner in good faith.

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee.

§ 5.1.1 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

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

§ 5.1.2 The method of adjustment of the Construction Manager's Fee for changes in the Work:

«§ 5.1.1 above. At percentages identical to those defined in »

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

«§ 5.1.1 above. At percentages identical to those defined in »

§ 5.1.4 Intentionally deleted.

§ 5.1.5 Intentionally deleted.

§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.

(Insert specific provisions if the Construction Manager is to participate in any savings.)

§ 5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

§ 5.3 Changes in the Work

§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201–2007, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 5.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201–2007, General Conditions of the Contract for Construction, with notice provided to Owner. Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 5.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner’s prior consent on the basis of cost plus a fee), the terms “cost” and “fee” as used in Section 7.3.3.3 of AIA Document A201–2007 and the term “costs” as used in Section 7.3.7 of AIA Document A201–2007 shall have the meanings assigned to them in AIA Document A201–2007 and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner’s prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms “cost” and “costs” as used in the above-referenced provisions of AIA Document A201–2007 shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term “fee” shall mean the Construction Manager’s Fee as defined in Section 5.1 of this Agreement.

§ 5.3.5 If no specific provision is made in Section 5.1.2 for adjustment of the Construction Manager’s Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.2 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager’s Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

§ 6.1.2 Where any cost is subject to the Owner’s prior approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

§ 6.2 Labor Costs

§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner’s prior approval, at off-site workshops.

§ 6.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site with the Owner's prior approval.

(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

§ 6.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3.

§ 6.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, with the Owner's prior approval.

§ 6.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

§ 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work, with the Owner's prior approval. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal, with the Owner's prior approval. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ 6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ 6.5.5 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 6.6 Miscellaneous Costs

§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable.

§ 6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201–2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201–2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 6.6.6 Intentionally deleted.

§ 6.6.7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 6.6.8 Intentionally deleted.

§ 6.6.9 Subject to the Owner's prior approval and Construction Manager's standard written policy, expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work.

§ 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201–2007.

§ 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2007 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

§ 6.8 Costs Not To Be Reimbursed

§ 6.8.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;
- .2 Expenses of the Construction Manager's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;
- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .8 Costs for services incurred during the Preconstruction Phase.

§ 6.9 Discounts, Rebates and Refunds

§ 6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.

§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

§ 6.11 Accounting Records

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

§ 7.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.

§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the «last » day of a calendar month, the Owner shall make payment of the certified amount to the Construction Manager not later than the «30th » day of the «following» month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than «30 » («days ») days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 7.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment.

§ 7.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 7.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201-2007;
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Construction Manager's Fee, less retainage of [REDACTED]. The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of [REDACTED] from that portion of the Work that the Construction Manager self-performs;

- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements. At Owner's discretion, Owner shall retain a title company, or similar entity, to manage the review and approval of payments to Construction Manager and Subcontractors subject to a Construction Escrow and Trust and Disbursing Agreement.

§ 7.1.9 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site. Construction Manager and Subcontractors shall fully comply with the Construction Escrow and Disbursing Agreement, if any, and with applicable mechanics' lien laws.

§ 7.1.10 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect.

The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

« »

§ 7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201-2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201-2007. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 7.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201-2007. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request

mediation within this 30-day period shall result in the substantiated amount reported by the Owner’s auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect’s final Certificate for Payment.

§ 7.2.4 If, subsequent to final payment and at the Owner’s request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager’s Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager, Subcontractors, and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201–2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)
Workers Compensation	Statutory
Commercial General Liability	\$2 million per occurrence
Automobile Liability	\$1 million per occurrence
Excess Liability Coverage	\$5 million

Owner and the respective Property Owners for each Project Site shall be listed as additional insureds on all insurance policies

ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201–2007. However, for Claims arising from or relating to the Construction Manager’s Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply.

§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:
(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- Arbitration pursuant to Section 15.4 of AIA Document A201–2007
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*
-

§ 9.3 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007 for Claims arising from or relating to the Construction Manager’s Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

«John A. Leja»
«201 W. Lake St.
Chicago, IL 60606»
«Telephone Number: 312-363-9327»
« »

ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201–2007.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination.

§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201–2007.

§ 10.2.1 If the Owner terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager’s Fee shall be calculated as if the Work had been fully completed by the Construction Manager, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

§ 10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201–2007, except that the term “profit” shall be understood to mean the Construction Manager’s Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in A201–2007.

§ 11.2 Ownership and Use of Documents

Section 1.5 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.3 Governing Law

Section 13.1 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner’s rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201–2007, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 11.5 Other provisions:

« »

ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 12.2 The following documents comprise the Agreement:

- .1 AIA Document A133–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A201–2007, General Conditions of the Contract for Construction
- .3 Intentionally deleted.

« »

- .4 Intentionally deleted.

« »

- .5 Other documents:
(List other documents, if any, forming part of the Agreement.)

«None.»

This Agreement is entered into as of the day and year first written above.

« »

OWNER (Signature)

«Teddy C. Scott »«, Chief Executive Officer»

(Printed name and title)

« »

CONSTRUCTION MANAGER (Signature)

[Redacted Signature]

(Printed name and title)



DRAFT AIA® Document A201™ - 2007

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

«PharmaCann New York »

«Manufacturing Facility - 600 Neelytown Rd., Montgomery (Hamptonburgh), NY 12549
Dispensary 1 - 25 Northpointe Pkwy., Amherst, NY 14228
Dispensary 2 - 642 Old Loverpool Rd., Liverpool, NY 13088
Dispensary 3 - 10 Executive Park Dr., Albany, NY 12203
Dispensary 4 - 1280 Oak Point Ave., NY 10474 »

THE OWNER:

(Name, legal status and address)

«PharmaCann »«, LLC »

«201 W. Lake St.
Chicago, IL 60606 »

THE ARCHITECT:

(Name, legal status and address)

«Filoramo Talsma Architecture »«, LLC »

«1765 N. Elston Ave., Suite 226
Chicago, IL 60642 »

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- 13 MISCELLANEOUS PROVISIONS

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Architect and the Architect’s consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect’s or Architect’s consultants’ reserved rights. Distribution of the Instruments of Service, Drawings, and Specifications, for any purpose other than for Construction Manager to perform the Work and otherwise fulfill its obligations of this Agreement, to occur only upon written approval by Owner.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect’s consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner’s approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term “Owner” means the Owner or the Owner’s authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic’s lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner’s interest therein.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum by at

least 10%; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness upon reasonable request after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect and Owner any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect and Owner may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work and shall report to Owner regarding same.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other

facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment or other utilization of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect and Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such

notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- 1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- 2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- 3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect and/or Owner may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect and/or Owner requires additional time to review. Failure of the Architect and/or Owner to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's

responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect and/or Owner may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect and/or Owner requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may

be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor’s rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor’s compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor’s obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER’S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner’s own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term “Contractor” in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner’s own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner’s own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor’s construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor’s Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that

the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14, if and only if Owner and separate Contractor(s) are acting pursuant to Section 6 herein.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;

- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor’s control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for acceptable performance of the Work under the Contract Documents.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor’s Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor’s right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or

.7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon fourteen additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then notify Owner throughout this process as delineated pursuant to Section 9.8.3.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor and Owner (as Additional Insured) from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal

or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method

of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; and if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until

after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing pursuant to the A133.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- 1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- 2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- 3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- 4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work;
and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Intentionally deleted.

§ 15.4

Intentionally deleted.

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.



Proposal

May 12, 2015

Pharmacann LLC
Mr. John A. Leja
Project Manager

Via Email: jaleja@Pharmacann.com

Re: **PharmaCann – Dispensary Design Multiple TBD Location in New York**
Proposal for Security Systems and Low Voltage Engineering Services

Dear John,

We are pleased to submit the following proposal to provide Security System and Low Voltage cabling engineering services for the referenced project. We understand, based on our discussion that this project involves providing design for the referenced location. Pharmacann LLC is sometimes referred to herein as “Client” and Engineering PLUS is sometimes referred to herein as “Consultant.” A brief description of our design scope is listed below.

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

H. REIMBURSABLE EXPENSES:

We shall be reimbursed at cost for all incidental expenses incurred in performing the above scope of services, including: blueprinting, messenger service, over-night delivery, CADD plotting and out of state travel and lodging. These fees are in addition to the lump sum fee as noted in the "Compensation" section.

I. TERMS AND CONDITIONS:

1. **Access to Site:** Unless otherwise stated, the Consultant (Engineering PLUS, LLC) will have access to the site for activities necessary for the performance of the services. The Consultant will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.
2. **Dispute Resolution:** Any claims or disputes made during design, construction or post-construction between the Client and Consultant shall be submitted to non-binding mediation. Client and Consultant agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.
3. **Billings/Payments:** Invoices for the Consultant's services shall be submitted, at the Consultant's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, the Consultant may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.
4. **Late Payments:** Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.
5. **Indemnification:** The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Consultant, his or her officers, directors, employees, agents and subconsultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Consultant.
6. **Consequential Damages:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.
7. **Limitation of Liability:** Client and Consultant each agrees to waive any and all claims for consequential damages against the other. Client acknowledges that Consultant is a limited liability company and agrees to make any claim arising out of or relating to the project against Consultant only, and not against any of Consultant's directors, officers, employees or agents. In recognition of the relative risks, rewards and benefits of the project to both Client and Consultant, the parties have agreed to allocate such risks so that Consultant's total liability to Client for any and all injuries, claims, losses, expenses or damages arising out of this agreement, whether founded in negligence, contract, or strict liability, from any cause or causes, shall not exceed the amount of Consultant's fee for due diligence or peer review services. In the event that a component of any claim against Consultant includes increased costs of construction, Consultant shall not be liable for any "betterment" or "enhancement" costs for which Client would ultimately have been responsible. Except as set forth below, any and all claims arising out of the project or relating to this agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of Consultant's services, the Consultant may proceed in

accordance with applicable law to comply with the lien notice or filing deadlines prior to the resolution of the matter by mediation or arbitration in accordance with the Construction Industry Fast Track Arbitration Rules of the American Arbitration Association. Consultant' claims for unpaid fees shall proceed immediately to the above-referenced arbitration process.

8. **Additional Services/Change in Services:** If any additional services and or change/modifications to Consultant's scope of services are proposed by Client, Consultant shall, upon receipt of such written change or modification, determine the impact on both time and compensation and notify Client in writing. Upon agreement between Client and Consultant as to the extent of said impacts to time and compensation, an amendment to this agreement shall be prepared describing such changes. Execution of the amendment by Client and Consultant shall constitute the Consultant's notice to proceed with the changed scope.
9. **Termination of Services:** Either party may terminate this agreement upon at least ten days' advance written notice to other. Client shall compensate Engineer for all services provided and reimbursable expenses incurred to the date on which Engineer received the notice of termination plus any actual out-of-pocket expenses incurred by Engineer due to premature termination of the project.
10. **Ownership of Documents:** All documents produced by the Consultant under this agreement shall remain the property of the Consultant and may not be used by the Client for any other endeavor without the written consent of the Consultant.
11. **Jobsite Safety:** Neither the professional activities of the Consultant, nor the presence of the Consultant or its employees and subconsultants at a construction/project site, shall impose any duty on the Consultant, nor relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. The Consultant and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the General Contractor shall defend and indemnify the Client, the Consultant and the Consultant's subconsultants. The Client also agrees that the Client, the Consultant and the Consultant's subconsultants shall be made additional insureds under the General Contractor's policies of general liability insurance.
12. **Standard of Care:** In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.
13. **Specification of Materials:** The Client understands and agrees that products or building materials that are permissible under current building codes and ordinances may, at some future date, be banned or limited in use in the construction industry because of presently unknown hazardous and/or defective characteristics. The Consultant is only expected to meet current industry standards and may rely on manufacturers' information and representations. The Client agrees that if any product or material specified for this Project by the Consultant shall, at any future date be suspected or discovered to be defective or a health or safety hazard, then the Client shall waive all claims as a result thereof against the Consultant. The Client further agrees that if the Client directs the Consultant to specify any product or material after the Consultant has informed the Client that such product or material may not be suitable or may embody characteristics that are suspected of causing or may cause the product or material to be considered a hazardous substance in the future, the Client waives all claims as a result thereof against the Consultant, and the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising in any way from the specification or use of any products or materials which, at any future date, become known or suspected health or safety hazards.
14. **Governing Law:** This Agreement shall be governed by the laws of the State of Illinois. The parties agree to accept service of process from any court in the State of Illinois with respect to any legal action or proceeding in connection with the Work or this Agreement, and agree that (i) jurisdiction and venue shall lie exclusively in the State of Illinois, and (ii) any action or proceeding may only be brought in the State of Illinois. The parties hereby

waive any right to assert that the State of Illinois is not a convenient forum. Client hereby consents to the joinder of any party performing Work with respect to the Project in any mediation, arbitration or suit pertaining or relating to the Project.

We at Engineering Plus appreciate this opportunity to be of service to you in the capacity described above. If this proposal meets with your approval, please indicate your acceptance of its terms by signing below and returning one copy for our records.

Sincerely,



James J. McGlynn Jr. PE
RCDD / LAN Specialist
Director of Engineering

Acceptance of Client:

By: _____

Title: _____

Date: _____

(Please return one signed copy)

**Application for Registration
as a Registered Organization**



PharmaCann



Section A: Business Entity Information
1. Business Name: PharmaCann LLC
2. Organization Type (choose one): For-profit (checked), Non-profit
3. Business Type (choose one): Corporation, Sole Proprietorship, Limited Partnership, Other; Limited Liability Company (checked), General Partnership
4. Phone: 708-919-5641
5. Fax: 904-369-8283
6. Email: contact@pharmacannis.com
7. Business Address: 1140 Lake Street, Suite 304
8. City: Oak Park
9. State: Illinois
10. ZIP Code: 60302
11. Mailing Address (if different than Business Address):
12. City:
13. State:
14. ZIP Code:
Section B: Primary Contact Information
15. Name: Teddy C. Scott
16. Title: Chief Executive Officer
17. Phone: 708-369-8281
18. Fax: 904-369-8283
19. Email: teddy.scott@pharmacannis.com
20. Mailing Address: 1140 Lake Street, Suite 304
21. City: Oak Park
22. State: Illinois
23. ZIP Code: 60302
Section C: Proposed Manufacturing Facility Information
24. Proposed Facility Name: PharmaCann
25. Proposed Facility Address: 600 Neelytown Road
26. City: Montgomery
27. State: NY
28. ZIP Code: 12549
29. County: Orange
30. Property Status (choose one): Owned by the applicant, Leased by the applicant, Other: executed Purchase Agreement contingent on registration (checked)
If you checked "Other" above, describe the property status in the field provided.
31. Proposed Hours of Operation:
Monday: 6:00 AM to 8:00 PM
Tuesday: 6:00 AM to 8:00 PM
Wednesday: 6:00 AM to 8:00 PM
Thursday: 6:00 AM to 8:00 PM
Friday: 6:00 AM to 8:00 PM
Saturday: 8:30 AM to 3:00 PM
Sunday: 8:30 AM to 3:00 PM
An additional entry is included below for applicants who are proposing to use more than one manufacturing facility (responsible for cultivation, harvesting, extraction or other processing, packaging and labeling).



32. Proposed Facility Name: Not Applicable
33. Proposed Facility Address:
34. City: 35. State: NY 36. ZIP Code:
37. County: 38. Property Status (choose one):
39. Proposed Hours of Operation:
Section D: Proposed Dispensing Facility #1 Information
40. Proposed Facility Name: PharmaCannis
41. Proposed Facility Address: 25 Northpointe Parkway
42. City: Amherst 43. State: NY 44. ZIP Code: 14228
45. County: Erie 46. Property Status (choose one):
47. Proposed Hours of Operation:
Section E: Proposed Dispensing Facility #2 Information
48. Proposed Facility Name: PharmaCannis
49. Proposed Facility Address: 642 Old Liverpool Road
50. City: Liverpool 51. State: NY 52. ZIP Code: 13088
53. County: Onondaga 54. Property Status (choose one):



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

Section F: Proposed Dispensing Facility #3 Information

56. Proposed Facility Name: PharmaCannis

57. Proposed Facility Address: 10 Executive Park Drive

58. City: Albany

59. State: NY

60. ZIP Code: 12203

61. County: Albany

62. Property Status (choose one):

- Owned by the applicant
Leased by the applicant
Other:

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

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

Section G: Proposed Dispensing Facility #4 Information

64. Proposed Facility Name: PharmaCannis

65. Proposed Facility Address: 1280 Oak Point Ave

66. City: Bronx

67. State: NY

68. ZIP Code: 10474

69. County: Bronx

70. Property Status (choose one):

- Owned by the applicant
Leased by the applicant
Other:

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

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



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 to 10 NYCRR § 1004.5(b)(5), which must include the identification of all those holding an interest or ownership in the applicant and the percentage of interest or ownership held, and labeled this attachment as "**Attachment E.**"
85. "**Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members**" has been completed for each of the board members, officers, managers, owners, partners, principal stakeholders, directors, and any person or entity that is a member of the applicant setting forth the information required in PHL § 3365(1)(a)(iv) and 10 NYCRR § 1004.5(b)(6).
86. The applicant has attached documentation that the applicant has entered into a labor peace agreement with a bona fide labor organization that is actively engaged in representing or attempting to represent the applicant's employees, pursuant to PHL § 3365(1)(a)(iii) and 10 NYCRR § 1004.5(b)(7), and labeled this attachment as "**Attachment F.**"
87. The applicant has attached a financial statement setting forth all elements and details of any business transactions connected with the application, including but not limited to all agreements and contracts for consultation and/or arranging for the assistance in preparing the application, pursuant to 10 NYCRR § 1004.5(b)(10), and labeled this attachment as "**Attachment G.**"
88. The applicant has completed "**Appendix B – Architectural Program**" and included the components set forth in 10 NYCRR § 1004.5(b)(11) and -(12).
89. The applicant has attached the security plan of the applicant's proposed manufacturing and dispensing facilities indicating how the applicant will comply with the requirements of Article 33 of the Public Health Law, 10 NYCRR Part 1004, and any other applicable state or local law, rule, or regulation, and labeled this attachment as "**Attachment H.**"
90. The applicant has attached the most recent financial statement of the applicant prepared in accordance with generally accepted accounting principles (GAAP) applied on a consistent basis and certified by an independent certified public accountant, in accordance with the requirements of 10 NYCRR § 1004.5(b)(16), and labeled this attachment as "**Attachment I.**"
91. The applicant has attached a staffing plan for staff to be involved in activities related to the cultivation of marijuana, the manufacturing and/or dispensing of approved medical marijuana products, and/or staff with oversight responsibilities for such activities that includes the requirements set forth in 10 NYCRR § 1004.5(b)(18) of the regulations and labeled this attachment as "**Attachment J.**"



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

Section J: Attestation and Signature

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

95. Signature:

96. Date Signed: June 3, 2015

[Handwritten signature of Teddy C. Scott]

97. Print Name: Teddy C. Scott

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:

[Handwritten: Kimberly L Kaskel]

Notary Registration Number:

[Handwritten: Commission No.]

Notary (Notary Must Affix Stamp or Seal)

Date:

[Handwritten: 6/3/15]



SECTION H: LEGAL DISCLOSURES

Question 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

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.

Vinicius Cordos is a principal stakeholder of the applicant with an indirect ownership interest of [REDACTED] in PharmaCann LLC through CanCorr Holdings, LLC. Mr. Cordos is also an owner of [REDACTED]

[REDACTED] has been the general contractor for PharmaCann since July 2014. [REDACTED] has overseen the construction of PharmaCann’s two (2) manufacturing facilities in Illinois, which total over 82,000 square feet. If PharmaCann obtains registration as a registered organization, [REDACTED] will provide general contracting services to the applicant in the amount of approximately \$6,500,000 in connection with the construction of the one (1) Manufacturing Facility in Orange County, NY and also the buildout of the four (4) Dispensing Facilities in the Buffalo Area, Syracuse Area, Albany Area and the Bronx.

Mark Filoramo is a principal stakeholder of the applicant with an indirect ownership interest of [REDACTED] in PharmaCann LLC through Taloramo, LLC. Mr. Filoramo is also an owner of [REDACTED] with an address of [REDACTED]. [REDACTED] has been the architect for PharmaCann

PharmaCann, LLC

Section H: Legal Disclosure – Supplemental to Question 73

since June 2014. [REDACTED] has supervised the architecture, engineering and design for PharmaCann’s two (2) manufacturing facilities and four dispensing facilities in Illinois. If PharmaCann obtains registration as a registered organization, [REDACTED] will provide architectural and engineering services to the applicant in the amount of approximately \$800,000 in connection with the engineering and construction for the one (1) Manufacturing Facility and four (4) Dispensing Facilities.

Chris Talsma is a principal stakeholder of the applicant with an indirect ownership interest of [REDACTED] in PharmaCann LLC through Taloramo, LLC. Mr. Talsma is also an owner of [REDACTED] with an address of [REDACTED]. [REDACTED] has been the architect for PharmaCann since June 2014. [REDACTED] has supervised the architecture, engineering and design for PharmaCann’s two (2) manufacturing facilities and four dispensing facilities in Illinois. If PharmaCann obtains registration as a registered organization, [REDACTED] [REDACTED] will provide architectural and engineering services to the applicant in the amount of approximately \$800,000 in connection with the engineering and construction for the one (1) Manufacturing Facility and four (4) Dispensing Facilities.

PharmaCann, LLC
Section H: Legal Disclosure – Supplemental to Question 74

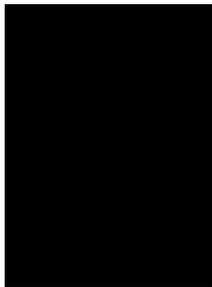
Question 74 B. Is any owner, partner or member of the applicant not a natural person?

YES

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).

1. Illinois MedTech, LLC - 1105 Curtiss Street, Downers Grove, IL 60515

- **PRIMARY ACTIVITY** - entity formed by principal stakeholders to invest in PharmaCann, LLC
- **INTEREST IN APPLICANT** - holder of 44.80% of the membership units of PharmaCann, LLC
- **INVOLVEMENT IN ACTIVITIES OF APPLICANT** - NONE
- **RESPONSIBILITY FOR APPLICANT** - NONE
- **ORGANIZATIONAL AND OPERATIONAL DOCUMENTS** – EXHIBIT A

Individuals	% Interest in Illinois Med Tech LLC	% Indirect Interest in PharmaCann LLC
Daniel Tierney		
Stephen Schuler		
Mary Jo Schuler		
Michael Rauchman		
Rich Schuler		
Jill Mirkovec		
Ben Kaplan		

PharmaCann, LLC

Section H: Legal Disclosure – Supplemental to Question 74

2. CannCor Holdings LLC - 10 W Hubbard Street, Suite 2B, Chicago, IL 60654

- **PRIMARY ACTIVITY** - entity formed by principal stakeholder to invest in PharmaCann, LLC
- **INTEREST IN APPLICANT** - holder of 0.63% of the membership units of PharmaCann, LLC
- **INVOLVEMENT IN ACTIVITIES OF APPLICANT** - NONE
- **RESPONSIBILITY FOR APPLICANT** - NONE
- **ORGANIZATIONAL AND OPERATIONAL DOCUMENTS** – EXHIBIT B

Individuals	% Interest in CannCor Holdings LLC	% Indirect Interest in PharmaCann LLC
Vinicius Cordos		

3. Taloramo LLC - 1765 N Elston Avenue, #226, Chicago, IL 60642

- **PRIMARY ACTIVITY** - entity formed by principal stakeholders to invest in PharmaCann, LLC
- **INTEREST IN APPLICANT** - holder of 0.25% of the membership units of PharmaCann, LLC
- **INVOLVEMENT IN ACTIVITIES OF APPLICANT** - NONE
- **RESPONSIBILITY FOR APPLICANT** - NONE
- **ORGANIZATIONAL AND OPERATIONAL DOCUMENTS** – EXHIBIT C

Individuals	% Interest in Taloramo LLC	% Indirect Interest in PharmaCann LLC
Mark Filoramo Chris Talsma		

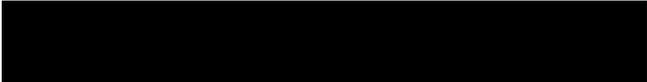
4. MJP Capital Healthcare LLC - 440 S LaSalle St., Suite 1729, Chicago, IL 60605

- **PRIMARY ACTIVITY** - entity formed by principal stakeholder to invest in PharmaCann, LLC
- **INTEREST IN APPLICANT** - holder of 3.89% of the membership units of PharmaCann, LLC
- **INVOLVEMENT IN ACTIVITIES OF APPLICANT** - NONE
- **RESPONSIBILITY FOR APPLICANT** - NONE
- **ORGANIZATIONAL AND OPERATIONAL DOCUMENTS** – EXHIBIT D

Individuals	% Interest in MJP Capital Healthcare LLC	% Indirect Interest in PharmaCann LLC
Michael Palumbo		

5. NTK Healthcare LLC - 440 S LaSalle St., Suite 1729, Chicago, IL 60605

- **PRIMARY ACTIVITY** - entity formed by principal stakeholder to invest in PharmaCann, LLC
- **INTEREST IN APPLICANT** - holder of 3.89% of the membership units of PharmaCann, LLC
- **INVOLVEMENT IN ACTIVITIES OF APPLICANT** - NONE
- **RESPONSIBILITY FOR APPLICANT** - NONE
- **ORGANIZATIONAL AND OPERATIONAL DOCUMENTS** – EXHIBIT E

Individuals	% Interest in NTK Healthcare LLC	% Indirect Interest in PharmaCann LLC
Neil Kazaross		

Form **LLC-5.5**

**Illinois
Limited Liability Company Act
Articles of Organization**

FILE # 04918754

Secretary of State Jesse White
Department of Business Services
Limited Liability Division
www.cyberdriveillinois.com

Filing Fee: \$500
Expedited Fee: \$100
Approved By: TLB

FILED
AUG 26 2014
Jesse White
Secretary of State

1. Limited Liability Company Name: ILLINOIS MEDTECH, LLC

2. Address of Principal Place of Business where records of the company will be kept:

1105 CURTISS STREET

DOWNERS GROVE, IL 60515

3. Articles of Organization effective on the filing date.

4. Registered Agent's Name and Registered Office Address:

JOHN R. FLYNN
1105 CURTISS STREET, 3RD FLOOR
DOWNERS GROVE, IL 60515

5. Purpose for which the Limited Liability Company is organized:

"The transaction of any or all lawful business for which Limited Liability Companies may be organized under this Act."

6. The LLC is to have perpetual existence.

7. The Limited Liability Company is managed by the manager(s).

PRINTERS ROW ADVISORS LLC
1105 CURTISS STREET
CHICAGO, IL 60515

8. **Name and Address of Organizer**

I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Organization are to the best of my knowledge and belief, true, correct and complete.

Dated: AUGUST 26, 2014

JOHN R. FLYNN
1105 CURTISS STREET
DOWNERS GROVE, IL 60515

ILLINOIS MEDTECH, LLC OPERATING AGREEMENT

THIS OPERATING AGREEMENT is made and entered into as of the 12th day of SEPTEMBER, 2014, by and between ILLINOIS MEDTECH, LLC, the Manager, and Members whose signatures, or the signatures of their duly-authorized representatives, appear on the signature page hereof.

WHEREAS, the Members desire initially to establish a manager-managed limited liability company in accordance with the laws of the state of Illinois, and intend to benefit fully from all rights and protections afforded under the Act;

WHEREAS, the Members intend to engage principally in the business of asset management;

WHEREAS, notwithstanding the principal investment purpose set forth above, the Members desire to form the Company for the purpose of accomplishing any lawful business purpose in accordance with the laws of Illinois; and

WHEREAS, the Members desire that the relationship between the Company, the Manager, the Members, future Members and future Economic Interest Owners, if any, be governed by the terms and conditions of this Operating Agreement in all respects, as such may be amended from time to time;

NOW, THEREFORE, in consideration of the foregoing premises, which are hereby incorporated into the terms of this Agreement, and in exchange for the mutual promises and consideration set forth below, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I DEFINITIONS

The following terms used in this Operating Agreement shall have the following meanings:

(a) "Act" shall mean the Illinois Limited Liability Company Act (805 ILCS 180/1-1, *et seq.*), as now in effect or as hereafter amended or revised.

(b) "Articles of Organization" shall mean Articles of Organization of ILLIOIS MEDTECH, LLC, as filed with the State of Illinois Secretary of State, as amended from time to time.

(c) "Capital Account" as of any given date shall mean the Capital Contribution to the Company by a Member as adjusted up to such date pursuant to Article VIII.

(d) "Capital Contribution" shall mean any contribution to the capital of the Company in cash or property by a Member whenever made. "Initial Capital Contribution" shall mean the initial contribution to the capital of the Company pursuant to this Operating Agreement.

(e) "Code" shall mean the Internal Revenue Code of 1986, as amended, or corresponding provisions of subsequent superseding federal revenue laws.

(f) "Company" shall refer to ILLINOIS MEDTECH, LLC.

(g) "Deficit Capital Account" shall mean with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the taxable year, after giving effect to the following adjustments:

(1) credit to such Capital Account any amount which such Member is obligated to restore under Section 1.704-1(b)(2)(ii)(c) of the Treasury Regulations, as well as any addition thereto pursuant to the next to last sentence of Sections 1.704-2(g)(1) and (i)(5) of the Treasury Regulations, after taking into account thereunder any changes during such year in partnership minimum gain (as determined in accordance with Section 1.704-2(d) of the Treasury Regulations) and in the minimum gain attributable to any partner for nonrecourse debt (as determined under Section 1.704-2(i)(3) of the Treasury Regulations); and

(2) debit to such Capital Account the items described in Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6) of the Treasury Regulations.

This definition of Deficit Capital Account is intended to comply with the provisions of Treasury Regulation Sections 1.704-1(b)(2)(ii)(d) and 1.704-2, and will be interpreted consistently with those provisions.

(h) "Distributable Cash" shall mean all cash, revenues and funds received by the Company from Company operations, less the sum of the following to the extent paid or set aside by the Company: (i) all principal and interest payments on indebtedness of the Company and all other sums paid to lenders; (ii) all cash expenditures incurred in the normal operation of the Company's business; (iii) such Reserves as the Manager deems reasonably necessary for the proper operation of the Company's business.

(i) "Economic Interest" shall mean a Member's or Economic Interest Owner's share of one or more of the Company's Net Profits, Net Losses and distributions of the Company's assets pursuant to this Operating Agreement and the Act, but shall not include any right to participate in the management or affairs of the Company, including, the right to vote on, consent to or otherwise participate in any decision of the Members or Manager.

(j) "Economic Interest Owner" shall mean the owner of an Economic Interest who is not a Member. Economic Interest Owners shall be entitled to receive the distributions and allocations provided herein attributable to the interest acquired by reason of such transfer which are distributed or allocated from and after the effective date of the transfer of such interest. An

Economic Interest Owner who does not become a Member shall have no right to participate in the business and affairs of the Company by any means, including participation by voting or by access to Company information, to require any information or account of Company transactions, to request a meeting of the Company, or to exercise any of the other rights of a Member. Furthermore, an Economic Interest Owner shall have no interest in or rights to the Company or any of its assets other than to receive the distributions and allocations provided hereunder.

(k) "Entity" shall mean any general partnership, limited partnership, limited liability partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative, association, foreign trust, foreign business organization, or other business enterprise.

(l) "Gifting Member" shall mean any Member or Economic Interest Owner who gifts, bequeaths or otherwise transfers for no consideration (by operation of law or otherwise, except with respect to bankruptcy) all or any part of its Membership Interest or Economic Interest.

(m) "Interest" shall mean any Membership Interest or Economic Interest, as the case may be.

(n) "Majority Interest" shall mean one or more interests of Members, which in the aggregate exceed fifty percent (50%) of all Percentage Interests.

(o) "Manager" shall initially mean PRINTERS ROW ADVISORS LLC but shall include any subsequent Manager(s) and shall be construed to contemplate any one or more managers. References to the Manager in the singular or as him, her, it, itself, or other like references shall also, where the context so requires, be deemed to include the plural or the masculine or feminine reference, as the case may be.

(p) "Member" shall mean each of the parties who executes a counterpart of this Operating Agreement as a Member, and each of the parties who may hereafter become Members pursuant to this Operating Agreement. To the extent a Manager has purchased a Membership Interest in the Company, it will have all the rights of a Member with respect to such Membership Interest, and the term "Member" as used herein shall include a Manager to the extent it has purchased such Membership Interest in the Company. If a Person is a Member immediately prior to the purchase or other acquisition by such Person of an Economic Interest, such Person shall have all the rights of Member with respect to such purchased or otherwise acquired Membership Interest or Economic Interest, as the case may be.

(q) "Membership Interest" shall mean a Member's entire interest in the Company including such Member's Economic Interest and the right to participate in the management of the business and affairs of the Company, including the right to vote on, consent to, or otherwise participate in any decision or action of or by the Members granted pursuant to this Operating Agreement and the Act.

(r) "Net Profits" and "Net Losses" shall mean the income, gain, loss, deductions and credits of the Company in the aggregate or separately stated, as appropriate, determined in accordance with generally accepted accounting principles employed under the cash method of accounting at the close of each fiscal year on the Company's tax return filed for federal income tax purposes.

(s) "Operating Agreement" shall mean this Operating Agreement as originally executed and as amended from time to time.

(t) "Percentage Interest" shall mean, for any Member, the percentage interest in the Voting Units of the Company as set forth on Exhibit A, as may be changed from time to time by the unanimous vote of the Members.

(u) "Permitted Transferee" shall mean any lineal descendant of a Member or a party owning a beneficial interest in Member, or any estate planning trust formed for the benefit of a Member or a party owning a beneficial interest in Member or such descendant, or any entity which is entirely owned and controlled by a Member or a party owning a beneficial interest in Member.

(v) "Persons" shall mean any individual or Entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such "Person" where the context so permits.

(w) "Remaining Member" shall mean any Member other than a Transferring Member.

(x) "Reserves" shall mean funds set aside or amounts allocated to reserves which shall be maintained in amounts deemed sufficient by the Manager for working capital and to pay taxes, insurance, debt service or other costs or expenses incident to the ownership or operation of the Company's business.

(y) "Selling Member" shall mean any Member or Economic Interest Owner which sells, assigns, pledges, hypothecates or otherwise transfers for consideration all or any portion of its Membership Interest or Economic Interest.

(z) "Transferring Member" shall collectively mean a Selling Member, Gifting Member, or any Member or Economic Interest Owner who otherwise, whether voluntarily or involuntarily, transfers all or any portion of such Member's Membership Interest or Economic Interest.

(aa) "Treasury Regulations" shall include proposed, temporary and final regulations promulgated under the Code.

(bb) "Units " shall mean the non-voting units of the Company issued to Members pursuant to Section 8.02 hereof.

(cc) "Voting Units " shall mean, for any Member, the voting units of the Company issued to such Member in accordance with Section 8.01 hereof, as set forth on Exhibit A.

**ARTICLE II
FORMATION OF COMPANY**

2.01 *Formation.* ILLINOIS MEDTECH, LLC has been formed as an Illinois limited liability company by the execution and delivery of the Articles of Organization to the Illinois Secretary of State in accordance with and pursuant to the Act.

2.02 *Name.* The name of the Company shall be ILLINOIS MEDTECH, LLC, or such other name as the Manager or Members shall select from time to time.

2.03 *Principal Place of Business.* The principal place of business of the Company shall be 1105 Curtiss Street, 3rd Floor, Downers Grove, IL 60515. The Company may locate its place of business and registered office at any other place or places as the Manager or Members may deem advisable.

2.04 *Registered Office and Registered Agent in Illinois.* The Company's initial registered office shall be at the office of its registered agent at 1105 Curtiss Street, 3rd Floor, Downers Grove, IL 60515 and its initial registered agent shall be John R. Flynn. The registered office and the registered agent may be changed by filing the address of the new registered office and/or the name of the new registered agent with the Illinois Secretary of State pursuant to the Act.

2.05 *Term.* The term of the Company shall be perpetual, unless the Company is earlier dissolved in accordance with either the provisions of this Operating Agreement or the Act.

**ARTICLE III
BUSINESS OF COMPANY**

3.01 *Principal Business Purpose.* The principal purpose for which the Company is organized is the business of asset investment and management.

3.02 *Other Purposes.* In addition to the principal purpose set forth above, the Company has been organized, without limitation, for the following specific purposes:

3.02.1 To own, operate, manage, improve, repair, rent, lease, sell, assign, or otherwise, hypothecate, and otherwise deal in equipment and machinery of any nature;

3.02.2 To hold, develop, maintain, operate, manage, improve, repair, rent, lease, own, acquire, sell, assign, mortgage, hypothecate, and otherwise deal with such securities, real property and its appurtenances and fixtures, and other assets as the Manager may determine. The Company may pursue these activities through the direct ownership of some or all of such property, indirectly through the ownership of interests in joint ventures, membership interests, stockholder interests (without regard to whether the Company controls any such entity), or in any other manner that the Manager deems appropriate.

3.02.3 To cultivate, raise, grow, or produce, directly and indirectly, on real property owned by the Company;

3.02.4 To subscribe for, acquire, purchase, invest in, and deal in, interests in public and private security offerings, and to underwrite and participate in security offerings of every type, including stock, warrants, options, bonds, notes, indentures, and other secured and unsecured equities and debt instruments;

3.02.5 To purchase, own, or serve as the beneficiary of, any insurance or insurance-related product on the life of any Member or Manager, or other individual designated by the Manager in its sole discretion;

3.02.6 To protect and preserve assets, by means of appropriate restrictions and options, from the claims of creditors, poor management or investment, inadvisable expenditures or other events, thereby ensuring that such assets will remain intact and will continue to be held and invested to produce superior investment performance, especially long-term investment growth;

3.02.7 To enable the Members to transfer the right to manage and invest the assets of the Company, by means of appointing a Manager, while retaining, by means of the Membership Interests, a portion of the value and income represented by such assets;

3.02.8 To enable the Manager to transfer a portion of the value and income represented by the assets of the Company, by means of a transfer of Membership Interests, without also transferring the right to manage and invest such assets;

3.02.9 To achieve other financial advantages that cannot be obtained from using other organizations or arrangements; and

3.02.10. To transact any or all lawful business for which Limited Liability Companies may be organized under this the Act.

ARTICLE IV NAME AND ADDRESS OF THE MEMBERS

4.01 *Initial Member Information.* The name, address and tax identification numbers of the members owning all initial Membership Interests are as follows:

Daniel V. Tierney
c/o Wicklow Capital, Inc.
53 West Jackson Blvd., Suite 1204
Chicago, Illinois 60604

Stephen Schuler



Mary Joe Schuler



R. Richard Schuler



Hedgehog Advisors, LLC



Brian Kaplan



Jill Mirkovic



4.02 *Changes in Member Information.* Any Member shall have the duty to promptly notify the Company of any change in the above Member information or any subsequent Member information as may be provided.

ARTICLE V RIGHTS AND DUTIES OF THE MANAGER

5.01 *Management.* The business and affairs of the Company shall be managed by its Manager. The Manager shall direct, manage and control the business of the Company. Except for situations in which the approval of the Members is expressly required by this Operating Agreement or by nonwaivable provisions of the Act, the Manager shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business. At any time when there is more than one Manager, any one Manager may take any action permitted to be taken by the Manager, unless the approval of more than one of the Managers is expressly required pursuant to this Operating Agreement or the Act.

5.02 *Number, Tenure and Qualifications.* The Company's Managers shall be as set forth in Exhibit A. The initial number of Managers of the Company shall be one, but may be increased or

decreased from time to time by the affirmative vote of Members holding at least a Majority Interest, but in no instance shall there be less than one Manager. Unless removed in accordance with Section 5.09 hereunder, each Manager shall hold office until its successor shall have been elected and qualified. The Manager shall be elected by the affirmative vote of the Members holding at least a Majority Interest. The Manager may be, but need not be, a Member of the Company.

5.03 *Certain Powers of Manager.* Without limiting the generality of Section 5.01, the Manager shall have power and authority, on behalf of the Company:

(a) To acquire property from any Person as the Manager may determine, whether or not such Person is directly or indirectly affiliated or connected with any Manager or Member;

(b) To borrow money for the Company from banks, other lending institutions, the Manager, Members, or affiliates of the Manager or Members on such terms as the Manager deems appropriate, and in connection therewith, to hypothecate, encumber and grant security interests in the assets of the Company to secure repayment of the borrowed sums. No debt shall be contracted or liability incurred by or on behalf of the Company except by the Manager, or to the extent permitted under the Act, by agents or employees of the Company expressly authorized to contract such debt or incur such liability by the Manager;

(c) To purchase liability and other insurance to protect the Company's property and business;

(d) To hold and own Company real and personal properties in the name of the Company;

(e) To invest Company funds in time deposits, short-term governmental obligations, commercial paper or other investments;

(f) Upon the affirmative vote of the Members holding a Majority Interest, to sell or otherwise dispose of all or substantially all of the assets of the Company as part of a single transaction or plan as long as such disposition is not in violation of or a cause of a default under any other agreement to which the Company may be bound;

(g) To execute on behalf of the Company all instruments and documents, including, without limitation, checks; drafts; notes and other negotiable instruments; mortgages or deeds of trust; security agreements; financing statements; documents providing for the acquisition, mortgage or disposition of the Company's property; assignments, bills of sale; leases; and any other instruments or documents necessary to the business of the Company;

(h) To employ accountants, legal counsel, managing agents or other experts to perform services for the Company;

(i) To contract with any person related to or affiliated with the Manager. The Manager and such persons related to or affiliated with the Manager (including any of the directors, officers,

or employees of such person), their designees and nominees, shall not be liable to the Company or to any of its members for damages, losses, liability or expenses of any nature whatsoever resulting from mistakes in judgment or any acts or omissions, whether or not disclosed, unless caused by willful misconduct;

(j) To enter into any and all other agreement on behalf of the Company, in such forms as the Manager may approve;

(k) To do and perform all other acts as may be necessary or appropriate to the conduct of the Company's business.

The Manager shall not be liable for any mistakes in judgment or for any inadvertent failure to perform any of its obligations hereunder, or for any loss due to such mistake or failure to perform, or due to negligence, dishonesty, fraud, or bad faith of any employee or other agent of the Company.

Unless authorized to do so by this Operating Agreement or by the Manager of the Company, no attorney-in-fact, employee or other agent of the Company shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable for any purpose. No Member shall have any power or authority to bind the Company unless the Member has been authorized by the Manager to act as an agent of the Company in accordance with the previous sentence.

5.04 Liability for Certain Acts. A Manager shall not be liable, responsible, or accountable, in damages or otherwise, to any Member or party or to the Company for any act performed by the Manager with respect to Company matters, unless the loss or damage shall have been the result of fraud, deceit, gross negligence, willful misconduct or a wrongful taking by the Manager.

5.05 Manager Has No Exclusive Duty to Company. A Manager shall not be required to manage the Company as its sole and exclusive function and it may have other business interests and engage in activities in competition to and in addition to those relating to the Company. Neither the Company nor any Member shall have any right, by virtue of this Operating Agreement, to share or participate in such other investments or activities of the Manager or to the income or proceeds derived therefrom.

5.06 Bank Accounts. The Manager may from time to time open bank accounts in the name of the Company, and the Manager shall be the sole signatory thereon, unless Members owning a Majority Interest determine otherwise.

5.07 Indemnity of the Manager. The Company shall, to the fullest extent permitted by law, indemnify, defend and hold harmless the Manager from any and all claims, actions, causes of action, suits, proceedings, losses, damage, liability, costs and expenses (including, without limitation, attorney's fees, and expenses, and court costs) asserted against or incurred or sustained by it by reason of any act performed by it while Manager or any omission on its part while Manager to act for or on behalf of the Company and in furtherance of its interest provided that the Manager

acted in good faith and in a manner the Manager reasonably believed to be in, or not opposed to, the best interest of the Company and, with respect to any criminal action or proceeding, had no reason to believe that its conduct was unlawful.

5.08 *Resignation.* Any Manager of the Company may resign at any time by giving written notice to the Members of the Company. The resignation of any Manager shall take effect upon receipt of notice thereof or at such later date specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The resignation of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of a Member.

5.09 *Removal.* At a meeting called expressly for that purpose, all or any lesser number of Managers may be removed at any time, with or without cause, by the affirmative vote of the Members holding a Majority Interest. A Manager shall be immediately removed without further notice other than this provision if such Manager becomes bankrupt, engages in any criminal misconduct against the Company, or has a change in ownership or control not so approved in writing by a Majority Interest of the Members. The removal of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of a Member.

5.10 *Vacancies.* Any vacancy occurring for any reason in the number of Managers of the Company may be filled by the affirmative vote of the Members holding a Majority Interest. Any Manager's position to be filled by reason of an increase in the number of Managers shall be filled by the election at a meeting of Members called for that purpose or by the Members' unanimous written consent. A Manager elected to fill a vacancy shall be elected for the unexpired term of its predecessor in office and shall hold office until the expiration of each term or until its successor shall be elected and qualified or until its earlier death, resignation or removal. A Manager chosen to fill a position resulting from an increase in the number of Managers shall hold office until its successor shall be elected and qualified, or until its earlier death, resignation or removal.

5.11 *Salaries and Expenses.* The salaries and other compensation of the Manager shall be fixed from time to time by an affirmative vote of the Members holding at least a Majority Interest, and no Manager shall be prevented from receiving such salary because it is also a Member of the Company. The Company shall be responsible for all expenses incurred by the Manager in the operation of its duties.

**ARTICLE VI
RIGHTS AND OBLIGATIONS OF MEMBERS**

6.01 *Company Debt Liability.* A Member will not be personally liable for any debts or losses of the Company beyond its respective Capital Contributions and any obligation of the Member under Section 8.01, 8.02 and 8.03 to make Capital Contributions, except as provided in Section 6.07 or as otherwise required by law.

6.02 *Judgment Creditor Liability.* Each Member's liability to judgment creditors shall be limited solely to a charging order of the Interest as set forth in the Act. Judicial foreclosure and any other remedy that might adversely impact a Membership Interest, Economic Interest, or the assets of the Company are expressly prohibited and are unenforceable in all respects. Any judgment creditor who obtains a charging order with respect to a Membership Interest or Economic Interest shall be regarded as an assignee of such Interest under the Act; and as such, during the period for which an Interest is so charged, the judgment creditor shall be liable for all taxes, if any, on the income allocable to the charged Interest, and similarly, shall enjoy the benefit of any losses allocable to such charged Interest. The Manager shall issue to the judgment creditor the IRS Form 1065 K-1 corresponding to the charged Interest until such time as the charging order is removed.

6.03 *List of Members.* Upon the written request of any Member, the Manager shall provide a list showing the names, addresses, Membership Interests and Economic Interests of all Members and Economic Interest Owners.

6.04 *Approval of Sale of All Assets.* The Members shall have the right, by the affirmative vote of two-thirds (2/3) of the Percentage Interest of all Members, to direct or approve the sale, exchange or other disposition of all, or substantially all, of the Company's assets which is to occur as part of a single transaction or plan.

6.05 *Company Books.* The Manager shall maintain and preserve, during the term of the Company, the accounts, books, and other relevant Company documents described in Section 9.09. Upon reasonable written request, each Member and Economic Interest Owner shall have the right, at a time during ordinary business hours, as reasonably determined by the Manager, to inspect and copy, at the requesting Member's or Economic Interest Owner's expense, the Company documents which the Manager, in its discretion, deems appropriate.

6.06 *Priority and Return of Capital.* No Member or Economic Interest Owner shall have priority over any other Member or Economic Interest Owner, either as to the return of Capital Contributions or as to Net Profits, Net Losses or distributions; provided that this Section shall not apply to loans which a Member has made to the Company.

6.07 *Liability of Member to the Company.* A Member who receives a distribution or the return in whole or in part of its Capital Contributions is liable to the Company only to the extent provided by the Act.

6.08 *Accredited and Sophisticated Investor.* Each Member shall certify on the attached Exhibit B that such Member is an accredited investor as defined in Rule 501(a) of Regulation D promulgated under the Securities Act. Each Member is an investor in securities of companies in the development stage and acknowledges that the Member is able to fend for itself, can bear the economic risk of its investment, and has such knowledge and experience in financial or business matters that it is capable of evaluating the merits and risks of investment in the shares. If other than an individual, the Member also represents it has not been organized for the purpose of acquiring the shares.

ARTICLE VII MEETINGS OF MEMBERS

7.01 *Meetings.* Meetings of the Members, for any purpose or purposes, may be called by any Manager or by any Member.

7.02 *Place of Meetings.* A Majority Interest of Members may designate any place, either within or outside the United States of America, as the place of meeting for any meeting of the Members. If the Manager calls the meeting, or if a meeting place is not designated by the Members, or if a special meeting be otherwise called, the place of meeting shall be the principal place of business of the Company.

7.03 *Notice of Meetings.* Except as provided in Section 7.04, written notice stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called shall be delivered not less than ten (10) nor more than thirty (30) days before the date of the meeting, either personally or by mail, by or at the direction of the Manager or Members calling the meeting, to each Member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered two (2) calendar days after being deposited in the United States mail, addressed to the Member at its address as it appears on the books of the Company, with postage thereon prepaid.

7.04 *Meeting of All Members.* If all of the Members shall meet at any time and place, either within or outside of the United States of America, and consent to the holding of a meeting at such time and place, such meeting shall be valid without call or notice, and at such meeting lawful action may be taken.

7.05 *Record Date.* For the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjournment hereof, or Members entitled to receive payment of any distribution, or in order to make a determination of Members for any other purpose, the date on which notice of the meeting is mailed or the date on which the resolution declaring such distribution is adopted, as the case may be, shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Section, such determination shall apply to any adjournment thereof.

7.06 *Quorum.* Members holding at least a Majority Interest, represented in person or by proxy, shall constitute a quorum at any meeting of Members. In the absence of a quorum at any such meeting, a majority of the Percentage Interests so represented may adjourn the meeting from time to time for a period not to exceed sixty (60) days without further notice. However, if the adjournment is for more than sixty (60) days, or if after that adjournment a new record date is fixed for the subsequent meeting, a notice of such subsequent meeting shall be given to each Member of record entitled to vote at the meeting. At such subsequent 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 noticed. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal during such meeting of that number of Percentage Interests whose absence would cause less than a quorum.

7.07 *Manner of Acting.* If a quorum is present, the affirmative vote of Members holding a Majority Interest shall be the act of the Members, unless the vote of a greater or lesser proportion or number is otherwise required by the Act, by the Articles of Organization, or by the Operating Agreement. Unless otherwise expressly provided herein or required under applicable law, only Members who have a Membership Interest may vote on or consent to any matter and their vote or consent, as the case may be, shall be counted in the determination of whether the matter was approved by the Members.

7.08 *Proxies.* At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member or by a duly authorized attorney-in-fact. Such proxy shall be filed with the Manager of the Company before or at the time of the meeting. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

7.09 *Action by Members Without a Meeting.* Action required or permitted to be taken at a meeting of Members may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by the number of Members necessary to approve such action, as set forth in this Operating Agreement. Each written consent shall be delivered to each Member who did not take part in the consent within ten (10) business days of the effective date of the consent. Each consent shall also be delivered to the Manager of the Company for inclusion in the minutes or for filing with the Company records. Action taken under this Section is effective when all Members necessary to effect the consent have signed the consent, unless the consent specifies a different effective date.

7.10 *Waiver of Notice.* When any notice is required to be given to any Member, a waiver thereof in writing signed by the person entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice. Attendance in person or by proxy at any meeting, shall constitute waiver of notice thereof unless the person at the meeting objects to the holding of the meeting because proper notice was not given.

ARTICLE VIII

CAPITAL CONTRIBUTIONS, CLASSES OF UNITS AND DISTRIBUTION RIGHTS

8.01 *Initial Capital Contributions; Issuance of Voting units.* Each Member shall contribute such amount as is set forth in Exhibit A hereto as its share of the Initial Capital Contribution, and in exchange therefore, the Members shall be credited on the Company's books with the number of voting units in the Company (the "Voting Units") set forth in Exhibit A.

8.02 *Issuance of Additional Classes of Units.* The Company is authorized to issue additional non-voting units in the Company ("Units") in multiple classes, each class of which shall represent the collective equity ownership of a designated investment. The Manager shall maintain such accounting systems as shall be reasonably necessary to (i) identify investments (including, for this purpose, accounts held with outside investment managers) as constituting a portion of a particular class of investment, (ii) allocate income, gain, loss and deduction relating to a class of investment to the holders of the corresponding Units and (iii) reasonably allocate and apportion

expense items to particular classes of Units or ratably across classes of Units. The Manager shall report to the Members the manner of allocation of expense items described in clause (iii) of the preceding sentence.

8.03 *Additional Capital Contributions.*

(a) The Manager may, from time to time, accept additional Capital Contributions from Members, in exchange for Units of existing classes or for Units of a newly-created class of Units, on such terms as the contributing Member and the Manager may agree.

(b) In addition, Members and Economic Interest Owners shall be required to make such additional contributions as shall be determined by the Manager from time to time to be reasonably necessary to meet the expenses and obligations of the Company, and the Manager shall reasonably allocate and apportion such expense items among Members and Economic Interest Owners in a manner that corresponds with their respective holdings of particular classes of Units or ratably across classes of Units. After the making of any such determination, the Manager shall give written notice to each Member and Economic Interest Owner of the amount of required additional contribution, and each Member and Economic Interest Owner shall deliver to the Company such amount no later than thirty (30) days following the date such notice is given. None of the terms, covenants, obligations or rights contained in this Section 8.03(b) is or shall be deemed to be for the benefit of any person or entity other than the Member or the Economic Interest Owner and the Company, and no such third person shall under any circumstances have any right to compel any actions or payments by the Members or and Economic Interest Owners.

8.04 *Nature of Ownership Interest.* The ownership of a Unit of a particular class shall entitle the owner thereof to a pro rata share of the income from distributions on, and disposition proceeds of, the underlying investment to which such Unit relates. The holder of a Unit of a particular class shall have no direct ownership interest in the underlying investment to which the class of Units relates. Units shall be considered personal property for all purposes.

8.05 *Withdrawal or Reduction of Members' Contributions to Capital.*

(a) A Member or an Economic Interest Owner shall not receive out of the Company's property any part of its Capital Contribution pertaining to a Unit until all liabilities of the Company pertaining to the corresponding investment associated with such Unit have been paid or there remains property of the Company sufficient to pay them.

(b) A Member or an Economic Interest Owner, irrespective of the nature of its Capital Contribution, has only the right to demand and receive cash in return for its Capital Contribution.

8.06 *Capital Accounts.*

(a) A separate Capital Account will be maintained for each Member. Each Member's Capital Account will be increased by (1) the amount of money contributed by such

Member to the Company; (2) the fair market value of property contributed by such Member to the Company (net of liabilities secured by such contributed property that the Company is considered to assume or take subject to under Code Section 752); (3) allocations to such Member of Net Profits and Net Losses; and (4) allocations to such Member of income described in Code Section 705(a)(1)(B). Each Member's Capital Account will be decreased by (1) the amount of money distributed to such Member by the Company; (2) the fair market value of property distributed to such Member by the Company (net of liabilities secured by such distributed property that such Member is considered to assume or take subject to under Code Section 752); (3) allocations to such Member of expenditures described in Code Section 705(a)(2)(B); and (4) allocations to the account of such Member of Company loss and deduction as set forth in such Regulations, taking into account adjustments to reflect book value.

(b) In the event of a permitted sale or exchange of Membership Interest or an Economic Interest in the Company, the Capital Account of the transferor shall become the Capital Account of the transferee to the extent it relates to the transferred Membership Interest or Economic Interest in accordance with Section 1.704-1(b)(2)(iv) of the Treasury Regulations.

(c) The manner in which Capital Accounts are to be maintained pursuant to this Section 8.06 is intended to comply with the requirements of Code Section 704(b) and the Treasury Regulations promulgated thereunder. If the Company determines that the manner in which Capital Accounts are to be maintained pursuant to the preceding provisions of this Section 8.06 should be modified in order to comply with Code Section 704(b) and the Treasury Regulations, then notwithstanding anything to the contrary contained in the preceding provisions of this Section 8.06, the method in which Capital Accounts are maintained shall be so modified; provided, however, that any change in the manner of maintaining Capital Accounts shall not materially alter the economic agreement between or among the Members as set forth in the Operating Agreement.

(d) Upon liquidation of the Company (or any Member's Membership Interest or Economic Interest Owner's Economic Interest), liquidating distributions will be made in accordance with the positive Capital Account balances of the Members and Economic Interest Owners, as determined after taking into account all Capital Account adjustments for the Company's taxable year during which the liquidation occurs. Liquidation proceeds will be paid within sixty (60) days of the end of the taxable year (or, if later, within one hundred twenty (120) days after the date of the liquidation). The Company may offset damages for breach of this Operating Agreement by a Member or Economic Interest Owner whose interest is liquidated (either upon the withdrawal of the Member or the Liquidation of the Company) against the amount otherwise distributable to such Member.

(e) Except as otherwise required in the Act (and subject to Section 8.01, 8.02 and 8.03), no Member or Economic Interest Owner shall have any liability to restore all or any portion of a deficit balance in such Member's or Economic Interest Owner's Capital Account.

ARTICLE IX
ALLOCATIONS, INCOME TAX, DISTRIBUTIONS, ELECTIONS AND REPORTS

9.01 *Allocations of Profits and Losses from Operations.* The Net Profits and Net Losses of the Company for each fiscal year associated with investments shall be allocated among the Members or Economic Interest Owners holding the Units corresponding to such investments pro rata on the basis of the number of Units corresponding to such investments that are held by each of such Members or Economic Interest Owners.

9.02 *Special Allocations to Capital Accounts.* Notwithstanding Section 9.02 hereof:

(a) No allocations of loss, deduction and/or expenditures described in Code Section 705(a)(2)(B) shall be charged to the Capital Account of any Member or Economic Interest Owner if such allocation would cause such Member or Economic Interest Owner to have a Deficit Capital Account. The amount of the loss, deduction and/or Code Section 705(a)(2)(B) expenditure which would have caused a Member or Economic Interest Owner to have a Deficit Capital Account shall instead be charged to the Capital Account of any Members or Economic Interest Owners which would not have a Deficit Capital Account as a result of the allocation, in proportion to their respective Capital Contributions, or, if no such Members or Economic Interest Owners exist, then to the Members or Economic Interest Owners in accordance with their interests in Company profits pursuant to Section 9.03.

(b) In the event any Member or Economic Interest Owner unexpectedly receives any adjustments, allocations, or distributions described in Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6) of the Treasury Regulations, which create or increase a Deficit Capital Account of such Member or Economic Interest Owner, then items of Company income and gain (consisting of a pro rata portion of each item of Company income, including gross income, and gain for such year and, if necessary, for subsequent years) shall be specially credited to the Capital Account of such Member or Economic Interest Owner in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the Deficit Capital Account so created as quickly as possible. It is the intent that this Section 9.02(b) be interpreted to comply with the alternate test for economic effect set forth in Section 1.704-1(b)(2)(ii)(d) of the Treasury Regulations.

(c) In the event any Member or Economic Interest Owner would have a Deficit Capital Account at the end of any Company taxable year which is in excess of the sum of any amount that such Member or Economic Interest Owner is obligated to restore to the Company under Treasury Regulations Section 1.704-1(b)(2)(ii)(c) and such Member's or Economic Interest Owner's share of minimum gain as defined in Section 1.704-2(g)(1) of the Treasury Regulations (which is also treated as an obligation to restore in accordance with Section 1.704-1(b)(2)(ii)(d) of the Treasury Regulations), the Capital Account of such Member or Economic Interest Owner shall be specially credited with items of membership income (including gross income) and gain in the amount of such excess as quickly as possible.

(d) Notwithstanding any other provision of this Section 9.02, if there is a net decrease in the Company's minimum gain as defined in Treasury Regulation Section 1.704-2(d) during a taxable year of the Company, then, the Capital Account of each Member and Economic Interest Owner shall be allocated items of income (including gross income) and gain for such year (and if necessary for subsequent years) equal to that Member's or Economic Interest Owner's share

of the net decrease in Company minimum gain. This Section 9.02(d) is intended to comply with the minimum gain chargeback requirement of Section 1.704-2 of the Treasury Regulations and shall be interpreted consistently therewith. If in any taxable year that the Company has a net decrease in the Company's minimum gain, and the minimum gain chargeback requirement would cause a distortion in the economic arrangement among the Members and Economic Interest Owners and it is not expected that the Company will have sufficient other income to correct that distortion, the Manager may (and shall, if requested to do so by a Member) seek to have the Internal Revenue Service waive the minimum gain chargeback requirement in accordance with Treasury Regulation Section 1.704-2(f)(4).

(e) Items of Company loss, deduction and expenditures described in Code Section 705(a)(2)(B) which are attributable to any nonrecourse debt of the Company and are characterized as partner (Member/Economic Interest Owner) nonrecourse deductions under Section 1.704-2(i) of the Treasury Regulations shall be allocated to the Members' or Economic Interest Owners' Capital Accounts in accordance with Section 1.704-2(i) of the Treasury Regulations.

(f) Beginning in the first taxable year in which there are allocations of "nonrecourse deductions" (as described in Section 1.704-2(b) of the Treasury Regulations) such deductions shall be allocated to the Members and Economic Interest Owners in accordance with, and as a part of, the allocations of Company profit or loss for such period.

(g) In accordance with Code Section 704(c)(1)(A) and Section 1.704-1(b)(2)(i)(iv) of the Treasury Regulations, if a Member or Economic Interest Owner contributes property with a fair market value that differs from its adjusted basis at the time of contribution, income, gain, loss and deductions with respect to the property shall, solely for federal income tax purposes, be allocated among the Members and Economic Interest Owners so as to take account of any variation between the adjusted basis of such property to the Company and its fair market value at the time of contribution.

(h) Pursuant to Code Section 704(c)(1)(B), if any contributed property is distributed by the Company other than to the contributing Member or Economic Interest Owner within seven (7) years of being contributed, then, except as provided in Code Section 704(c)(2), the contributing Member or Economic Interest Owner shall be treated as recognizing gain or loss from the sale of such property in an amount equal to the gain or loss that would have been allocated to such Member or Economic Interest Owner under Code Section 704(c)(1)(A) if the property had been sold at its fair market value at the time of the distribution.

(i) In the case of any distribution by the Company to a Member or Economic Interest Owner, such Member or Economic Interest Owner shall be treated as recognizing gain in an amount equal to the lesser of:

(1) the excess (if any) of (i) the fair market value of the property (other than money) received in the distribution over (ii) the adjusted basis of such Member's Membership Interest or Economic Interest Owner's Economic Interest in the Company immediately before the distribution reduced (but not below zero) by the amount of money received in the distribution, or

(2) the Net Precontribution Gain (as defined in Code Section 737(b)) of the Member or Economic Interest Owner. The Net Precontribution Gain means the net gain (if any) which would have been recognized by the distributee Member or Economic Interest Owner under Code Section 704(c)(1)(B) of all property which (1) had been contributed to the Company within seven (7) years of the distribution, and (2) is held by the Company immediately before the distribution, if such property had been distributed by the Company to another Member or Economic Interest Owner. If any portion of the Property distributed consists of property which had been contributed by the distributee Member or Economic Interest Owner to the Company, then such property shall not be taken into account under this Section 9.02(i) and shall not be taken into account in determining the amount of the Net Precontribution Gain. If the property distributed consists of an interest in an entity, the preceding sentence shall not apply to the extent that the value of such interest is attributable to the property contributed to such entity after such interest had been contributed to the Company.

(j) In connection with a Capital Contribution of money or other property (other than a de minimis amount) by a new or existing Member or Economic Interest Owner as consideration for an Economic Interest or Membership Interest, or in connection with the liquidation of the Company or a distribution of money or other property (other than a de minimis amount) by the Company to a retiring Member or Economic Interest Owner (as consideration for an Economic Interest or Membership Interest), the Capital Accounts of the Members and Economic Interest Owners shall be adjusted to reflect a revaluation of Company property (including intangible assets) in accordance with Treasury Regulation Section 1.704-1(b)(2)(iv)(f). If, under Section 1.704-1(b)(2)(iv)(f) of the Treasury Regulation Regulations, Company property that has been revalued is properly reflected in the Capital Accounts and on the books of the Company at a book value that differs from the adjusted tax basis of such property, then depreciation, depletion, amortization and gain or loss with respect to such property shall be shared among the Members and Economic Interest Owners in a manner that takes account of the variation between the adjusted tax basis of such property and its book value, in the same manner as variations between the adjusted tax basis and fair market value of property contributed to the Company are taken into account in determining the Members' or Economic Interest Owners' share of tax items under Code Section 704(c).

(k) All recapture of income tax deductions resulting from the sale or disposition of Company property shall be allocated to the Member(s) or Economic Interest Owner(s) to whom the deduction that gave rise to such recapture was allocated hereunder to the extent that such Member or Economic Interest Owner is allocated any gain from the sale or other disposition of such property.

(l) Any credit or charge to the Capital Accounts of the Members or Economic Interest Owners pursuant to Section 9.02(b), (c) and/or (d), hereof shall be taken into account in computing subsequent allocations of profits and losses pursuant to Section 9.01, so that the net amount of any items charged or credited to Capital Accounts pursuant to Sections 9.01 and 9.02 shall to the extent possible, be equal to the net amount that would have been allocated to the Capital

Account of each Member and Economic Interest Owner pursuant to the provisions of this Article IX if the special allocations required by Section 9.02(b), (c), and/or (d), had not occurred.

9.03 *Distributions.* Except as provided in Section 8.05(b), a Member or Economic Interest Owner has no right to demand and receive any distribution in a form other than cash. All distributions of cash or other property associated with investments shall be made to the Member or Economic Interest Owners holding the Units corresponding to such investments pro rata on the basis of the number of Units corresponding to such investments that are held by each of such Members or Economic Interest Owners on the record date of such distribution. Except as provided in Section 9.04, all distributions of Distributable Cash and property shall be made at such time as determined in the sole discretion of the Manager. All amounts withheld pursuant to the Code or any provisions of state or local tax law with respect to any payment or distribution to the Member or Economic Interest Owners from the Company shall be treated as amounts distributed to the relevant Member(s) or Economic Interest Owner(s) pursuant to this Section 9.03.

9.04 *Limitation upon Distributions.*

(a) No distributions or return of contributions shall be made and paid if, after the distribution or return of distribution is made either:

- (1) the Company would be insolvent; or
- (2) the net assets of the company would be less than zero.

(b) The Manager may base a determination that a distribution or return of contribution may be made under Section 9.04(a) in good faith reliance upon a balance sheet and profit and loss statement of the Company represented to be correct by the person having charge of its books of account or certified by an independent public or certified public accountant or firm of accountants to fairly reflect the financial condition of the Company.

9.05 *Accounting Principles.* The profits and losses of the Company shall be determined in accordance with generally accepted accounting principles applied on a consistent basis using the cash method of accounting.

9.06 *Interest on Capital Contributions.* No Member or Economic Interest Holder shall be entitled to interest on its Capital Contribution or to return of its Capital Contribution.

9.07 *Loans to Company.* Nothing in this Operating Agreement shall prevent any Member from making secured or unsecured loans to the Company by agreement with the Company.

9.08 *Accounting Period.* The Company's accounting period shall be the calendar year ("Tax Year").

9.09 *Records and Reports.* At the expense of the Company, the Manager shall maintain records and accounts of the operations and expenditures of the Company. At a minimum the Company shall keep at its principal place of business the following records:

(a) A current list of the full name and last known address of each Member and Economic Interest Owner setting forth the Units and Non-Voting Units that are held by each Member and Economic Interest Owner, the amount of cash each Member and Economic Interest Owner has contributed, a description and statement of the agreed value of the other property or services each Member and Economic Interest Owner has contributed or has agreed to contribute in the future, and the date on which each became a Member or Economic Interest Owner;

(b) A copy of the Articles of Organization of the Company and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any amendment has been executed;

(c) Copies of the Company's federal, state, and local income tax returns and reports, if any, for the three most recent years;

(d) Copies of the Company's currently effective written Operating Agreement, and copies of any financial statements of the Company for the three most recent years;

(e) Minutes of every meeting;

(f) Any written consent obtained from Members for actions taken by Members without a meeting; and,

(g) Unless contained in the Article of Organization or the Operating Agreement, a writing prepared by the Manager setting out the following:

(1) The times at which or events on the happening of which any additional contributions agreed to be made by each Member and Economic Interest Owner are to be made.

(2) Any right of a Member or Economic Interest Owner to receive distributions that include a return of all or any part of the Member or Economic Interest Owner's Capital Contribution.

(3) Any power of a Member or Economic Interest Owner to grant the right to become an assignee of any part of the Member's or Economic Interest Owner's interest, and the terms and conditions of the power.

9.10 *Taxation as a Partnership.* It is the intention of the Members that the Company be subject to taxation as a partnership for federal income tax purposes.

9.11 *Returns and Other Elections.* The Manager shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax

returns deemed necessary and required in each jurisdiction in which the Company does business. Copies of such returns, or pertinent information therefrom, shall be furnished to the Members within a reasonable time after the end the Company's fiscal year upon the Members' written request. All elections permitted to be made by the Company under federal or state laws shall be made by the Manager in its sole discretion, provided that the Manager shall make any tax election requested by Members owning a Majority Interest.

9.12 *Tax Matters Member.* Daniel V. Tierney is hereby designated as the "Tax Matters Member" (as defined in Code Section 6231), and is authorized and required to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by tax authorities, including, without limitation, administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. The Members agree to cooperate with each other and to do or refrain from doing any and all things reasonably required to conduct such proceedings.

**ARTICLE X
RESTRICTIONS ON TRANSFER**

10.01 *General.* Except as otherwise specifically provided herein, neither a Member nor an Economic Interest Owner shall have the right, as to all or any part of its Membership Interest or Economic Interest to:

(a) sell, assign, pledge, hypothecate, transfer, exchange or otherwise transfer for consideration, (collectively, "sell"); or

(b) gift, bequeath or otherwise transfer for no consideration (whether or not by operation of law, except in the case of bankruptcy).

10.02 *Permitted Transferees.* With respect to each Member there shall be a group of permitted transferees to whom such Member shall be entitled to voluntarily transfer his or her Membership Interest without triggering the rights of first refusal provided for in Article XI, and without resulting in a violation of this Operating Agreement. Such exceptions to the provisions of this Operating Agreement shall permit each Member to voluntarily transfer any Membership Interest owned by him or her, during life, to a Permitted Transferee. If as the result of such transfer, the Member does not retain control of the voting rights associated with such transferred Membership Interest, the Permitted Transferee shall become an Economic Interest Owner until such time as the Permitted Transferee is admitted as a Member in accordance with the requirements of Article XVII.

10.03 *Invalidity of Transfer or Encumbrance.* Any attempted transfer or encumbrance of a Membership Interest or Economic Interest not in accordance with the terms and conditions of this Operating Agreement shall be void and of no force or effect. Each Member and Economic Interest Owner, either existing now or in the future, hereby agrees to indemnify and hold the Company harmless, in all respects, for any damages or expenses, including legal fees, incurred by the Company with respect to such invalid transfer or encumbrance.

10.04 *Termination of Member's Interest In Company.* A Member's or Economic Interest Owner's death, a Member or Economic Interest Owner becoming Bankrupt or the termination of a Member's or Economic Interest Owner's interest in the Company (by withdrawal or otherwise) shall not dissolve the Company, and such Member's or Economic Interest Owner's legal representative shall have all the rights of the Member or Economic Interest Owner for the purpose of settling the Member's or Economic Interest Owner's estate and such power as the Member or Economic Interest Owner possessed to transfer its Membership Interest and to join with the transferee thereof in satisfying the conditions precedent to such transferee becoming a substitute Member which are set forth in this Operating Agreement.

10.05 *Tag-Along Rights.* In the event that any Member, acting alone or in concert with other Members, shall propose to transfer in a single transaction or related series of transactions, Membership Interests constituting a majority of all of the outstanding Membership Interests, regardless of class, of the Company, other than pursuant to a permitted transfer under Article X hereof, and neither the Company nor the non-transferring Members have fully exercised their first refusal rights with respect to such Membership Interests as set forth in Article XI, then each Member who is not a proposed transferor shall have the right to require, as a condition to such transfer, that the proposed transferee purchase Membership Interests (the "Tag-Along Interest") from such Member, on the same terms and conditions and at the same price as the proposed transfer. The Tag Along Interest shall be equal to that percentage of the Membership Interests of any Member exercising rights under this Section 10.05 as equals the percentage of the aggregate Membership Interests that the proposed transferee has offered to acquire, multiplied by a fraction the numerator of which is (x) the exercising Member's Percentage Interest, and the denominator of which is (y) the exercising Member's Percentage Interest plus the aggregate Percentage Interests to be transferred by the proposed transferor or transferors and all other Members exercising their option hereunder, and the Membership Interests which are to be sold or transferred in the transaction by the proposed transferor or transferors shall be reduced accordingly. Any Member exercising rights hereunder may exercise such rights within twenty (20) days of the expiration of the Member option period under Article XI and shall evidence such exercise in writing addressed to the approved transferee, with copies to the Company and the proposed transferor or transferors (the "Acceptance Notice"). In the event that any Member exercises rights under this Section 10.05, the closing of such sale shall take place at the time or times specified in the proposed offer or at such other time as agreed between the parties, or if no such time is set forth in the proposed offer and the parties cannot so agree, then at 10:00 a.m. on the date which is ten business days after the date of the Acceptance Notice at the principal office of the Company. The fact that a non-transferring Member shall have declined to exercise an option which may be available pursuant to the provisions of Article XI hereof shall in no way affect such Member's rights under the provisions of this Section 10.05.

10.06 *Bring-Along Rights.* In the event that any Member, acting alone or in concert with other Members (the "Bring-Along Sellers"), shall propose to transfer to a transferee or group of transferees, in a single transaction or related series of transactions, Membership Interests constituting a majority of all of the outstanding Membership Interests and neither the Company nor the non-transferring Members have fully exercised their first refusal rights with respect to such Membership Interests as set forth in Article XI, the Bring-Along Sellers shall

have the right to require that each other Member sell, on the same terms and conditions and at the same price as the proposed sale by the Bring-Along Sellers, that percentage of said other Member's Membership Interests as equals the amount of all Membership Interests, regardless of class, taken in the aggregate, owned by all Bring-Along Sellers which are included in the transaction. If the Bring-Along Sellers elect to exercise their rights hereunder, the Bring-Along Sellers shall deliver a notice (the "Sale Notice") to each other Member (i) stating that the Bring-Along Sellers are exercising their rights hereunder, (ii) advising each other Member of the Membership Interests to be sold and the price therefor, and (iii) stating the date of closing of such transaction. The closing of such sale shall take place at the time or times specified in the proposed offer or at such other time as agreed between the parties, or if no such time is set forth in the proposed offer and the parties cannot so agree, then at 10:00 a.m. on the date which is ten (10) business days after the date of the Sale Notice at the principal office of the Company.

10.07 *Valuations.* The purchase price for any Interest to be purchased and sold pursuant to the provisions of this Article X shall be the fair market value of such Interest, which may be determined by an independent appraiser selected by the transferor or transferee. In the event that the parties cannot agree which appraisal to use in determining the fair market value of such Interests being transferred, an average of the independent appraisals will be utilized.

ARTICLE XI VOLUNTARY TRANSFER

11.01 *Notice.* If a Selling Member desires to sell all or any portion of its Membership Interest or Economic Interest in the Company to a third party purchaser, the Selling Member shall obtain from such third party purchaser a bona fide written offer to purchase such Interest, stating the terms and conditions upon which the purchase is to be made and the consideration offered. The Selling Member shall give written notification to the Manager(s) and the Remaining Members, by United States mail or personal delivery, of its intention to so transfer such Interest, furnishing to the Manager(s) and the Remaining Members a copy of the written offer to purchase such Interest.

11.02 *First Option to Company.* Upon receipt of a notice of proposed transfer of Membership Interests, the Manager(s) shall have an exclusive right of first refusal, on behalf of the Company, for a period of thirty (30) days, to purchase the Interest proposed to be sold by the Selling Member upon the same terms and conditions as stated in the aforesaid written offer to purchase by giving written notification to the Selling Member, by United States mail or personal delivery, of its intention to do so within thirty (30) days after receiving written notice from the Selling Member. The Company shall have the option pursuant to this Section to acquire less than all of the Interest proposed to be sold as it deems appropriate in the discretion of a majority of the Manager(s).

11.03 *Second Option to Remaining Members.* If the Company does not exercise its right of first refusal, or if the Company opts to purchase less than all of the Interest, the Remaining Members, and each of them shall, on a basis pro rata to their Percentage Interests or on a basis pro rata to the Percentage Interests of those Remaining Members exercising this option, have an option to purchase all or any portion of the Interest proposed to be sold by the Selling Member

upon the same terms and conditions as stated in the aforesaid written offer to purchase by giving written notification to the Selling Member, by United States mail or personal delivery, of their intention to do so within thirty (30) days after the expiration or waiver of the Company's right of first refusal. The failure of at least one of the Remaining Members to so notify the Selling Member of its desire to exercise this option within such thirty (30) day period shall result in the termination of the option and the Selling Member shall be entitled to consummate the sale of its Interest in the Company, to such third party purchaser, provided that the sale shall be consummated according to the terms of the original written offer within sixty (60) days following the expiration of the thirty (30) day period. In the event the Remaining Members (or any one or more of the Remaining Members) give written notice to the Selling Member of their desire to exercise this option and to purchase all or a portion of the Selling Member's Interest in the Company which the Selling Member desires to sell upon the same terms and conditions as are stated in the aforesaid written offer to purchase, the Remaining Members shall have the right to designate the time, date and place of closing, provided that the date of closing shall be within sixty (60) days following written notification to the Selling Member of the Remaining Member or Members' election to exercise their option.

11.04 *Effective Date.* Any sale, gift, or other transfer of a Membership Interest or Economic Interest or admission of a Member in compliance with this Article shall be deemed effective as of the last day of the calendar month in which the Remaining Members' consent thereto was given, or, if no such consent was required pursuant to Section 17.02, then on such date that the donee or successor-in-interest complies with the conditions set forth in Section 17.03. The Selling Member agrees, upon request of the Remaining Members, to execute such certificates or other documents and to perform such other acts as may be reasonably requested by the Remaining Members from time to time in connection with such sale, transfer, assignment, or substitution. The Selling Member hereby indemnifies the Company and the Remaining Members against any and all loss, damage, or expense (including, without limitation, tax liabilities or loss of tax benefits) arising directly or indirectly as a result of any transfer or purported transfer in violation of this Article.

ARTICLE XII INVOLUNTARY TRANSFER

12.01 *Involuntary Transfer.* For purposes of this Operating Agreement, an "Involuntary Transfer" shall mean the transfer of all or any portion of the Interest owned by a Member or Economic Interest Owner as a result of the operation of law to any person other than the Company for any reason other than death or disability (including, but not limited to, a Member's or Economic Interest Owner's trustee in Bankruptcy, a Member's or Economic Interest Owner's spouse pursuant to a divorce decree, or a purchaser at any creditors' or court sale).

12.02 *First Option to Company.* In the event of an Involuntary Transfer of the Interest owned by a Member or Economic Interest Owner, the Manager shall have the right to purchase the Interest so transferred (the "Transferred Interest"), on behalf of the Company, within sixty (60) days of the date upon which it first obtains actual notice of the transfer. The Company shall have the

option pursuant to this Section to acquire less than all of the Transferred Interest as it deems appropriate in the discretion of a majority of the Managers.

12.03 *Second Option to Remaining Members.* If the Company does not exercise its option to purchase the Transferred Interest, or if the Company opts to purchase less than all of the Transferred Interest, the other Remaining Members and each of them shall, on a basis pro rata to their Percentage Interests or on a basis pro rata to the Percentage Interests of those Remaining Members exercising this option, have the option to purchase all, or any portion, of the remaining Transferred Interest within sixty (60) days following the expiration or waiver of the Company's option to purchase the Transferred Interest. Each Member may purchase the remaining Transferred Interest on a basis pro rata to his or her Percentage Interest or on a basis pro rata to the Percentage Interests of those Remaining Members exercising this option.

12.04 *Purchase of Transferred Interest.* The price for any Transferred Interest purchased pursuant to the provisions of this Article shall be determined in accordance with Article XV hereof and shall be payable in the manner provided for in Article XVI hereof.

ARTICLE XIII EXPULSION OF A MEMBER; TERMINATION

13.01 *Termination of Employment.* Any Member or employee of the Company may be terminated or expelled from the Company by a Majority Interest of the Members. The provisions of this Article apply to the termination of employment or expulsion of any Member for any reason (collectively referred to as "Termination"), whether voluntary or involuntary, and whether for cause or without cause. Upon any Termination of a Member with or without cause, such Member shall be entitled to receive payment for its Membership Interest, if that Member desires to sell their Interest, in accordance with this Article, and any other amounts set forth in their respective Employment Agreement. For purposes of this Operating Agreement, employment of an employee of the Company may be terminated for cause for any one of the following reasons resulting in actual damages to the Company: (i) conviction of a felony, any act involving moral turpitude, or a misdemeanor where imprisonment is imposed, (ii) commission of any act of theft, fraud, dishonesty, or falsification of any employment or Company records, (iii) improper disclosure of the Company's confidential or proprietary information, (iv) any action by the employee which has a detrimental effect on the Company's reputation or business, (v) employee's failure or inability to perform any reasonable assigned duties after written notice from the Company of, and a reasonable opportunity to cure, such failure or inability, (vi) any breach of any applicable employment agreement, which breach is not cured within the applicable cure period provided in the employment agreement following written notice of such breach, (vii) a course of conduct amounting to gross incompetence, (viii) chronic and unexcused absenteeism, (ix) unlawful appropriation of a Company opportunity, (x) a violation of employment policies, rules, and regulations (including rules prohibiting sexual harassment or discrimination), or (xi) misconduct in connection with the performance of any of employee's duties, including, without limitation, misappropriation of funds or property of the Company, securing or attempting to secure personally any profit in connection with any transaction entered into on behalf of the Company, misrepresentation to the Company, or any violation of law or regulations on Company premises

or to which the Company is subject. With respect to the foregoing listed “for cause” event(s) requiring a subjective determination, the vote of at least a Majority Interest of all of the Members shall be necessary to determine whether a particular event(s) is a “for cause” event(s).

13.02 *Termination of a Member for Cause.*

(a) *First Option to Company.* Upon Termination of a Member with or without cause, the Manager(s), on behalf of the Company, shall have the option to purchase the Terminated Member’s Interest within six (6) months of the date of Termination. The Manager(s) shall exercise the Company’s option by giving written notice to the Terminated Member within the six-month period. The Manager(s) shall have the option pursuant to this Section 13.02 to acquire less than all of the Terminated Member’s Interest on behalf of the Company, as it deems appropriate in its sole discretion.

(b) *Second Option to Remaining Members.* If the Manager(s) does not exercise its option to purchase the Terminated Member’s Interest on behalf of the Company, or if the Manager opts to purchase less than all of the Terminated Member’s Interest, the Remaining Members, and each of them shall, on a basis pro rata to their Percentage Interests or on a basis pro rata to the Percentage Interests of those Remaining Members exercising this option, have the exclusive option, to purchase all, or a portion, of the remaining Interest of the Terminated Member within sixty (60) days following the expiration or waiver of the Company’s option. The Remaining Members shall exercise their option by giving written notice to the Terminated Member within the sixty-day period following the lapse or waiver of the Company’s option.

13.03 *Purchase of Interest of Terminated Member.* The price for the Interest of a Terminated Member pursuant to the provisions of this Article shall be as determined in accordance with the provisions in Article XV hereof. Such price shall be payable in the manner provided for in Article XVI hereof.

**ARTICLE XIV
DEATH OR DISABILITY**

14.01 *First Option to Company.* Upon the death or disability of a Member or Economic Interest Owner, the Manager, on behalf of the Company, shall have the exclusive option for a period of sixty (60) days to purchase the Interest owned by the deceased or disabled Member or Economic Interest Owner from the date of his or her death or certificated determination of disability by two competent physicians. The Company shall have the right pursuant to this Section to acquire less than all of the deceased or disabled Member’s Interest from the personal representative, as it deems appropriate in the discretion of a majority of the Managers. To the extent that the Company has purchased life insurance or disability buy-out insurance on the life or capacity of the deceased or disabled Member, the Manager(s) shall be required to exercise, for the full amount of any such collected proceeds, any purchase option granted herein to the Company.

14.02 *Second Option to Remaining Members.* If the Company does not exercise its option to purchase the Interest of the deceased or disabled Member or Economic Interest Owner, or if the

Company opts to purchase less than all of the Interest of such deceased or disabled Member or Economic Interest Owner, the Remaining Members shall have the right to purchase all or any portion of the Interest that has not been purchased by the Company pursuant to Section 14.01 above. Each of the Remaining Members shall exercise his or her option by giving written notice to the personal representative of the deceased or disabled Member within the sixty-day period following the expiration or waiver of the Company's option to purchase such Interest. Each Member may purchase that percentage of the deceased or disabled Member's Interest on a basis pro rata to his or her Percentage Interest or on a basis pro rata to the Percentage Interests of those Remaining Members exercising this option. The Remaining Members shall have the right pursuant to this Section to acquire less than all of the deceased or disabled Member's Interest from the personal representative. Any Remaining Member who has purchased life insurance or disability buy-out insurance on the life or capacity of the deceased or disabled Member shall be required to exercise, for the full amount of any such collected proceeds, any purchase option granted herein to such Remaining Member.

14.03 *Purchase Price.* The price for the Interest of a deceased or disabled Member purchased pursuant to this Article shall be determined in accordance with the provisions of Article XV hereof and shall be payable in the manner provided for in Article XVI hereof.

**ARTICLE XV
PURCHASE PRICE**

15.01 *Involuntary Transfer or Termination.* The purchase price for any Interest to be purchased and sold pursuant to the provisions of Article XII or XIII hereof shall be the fair market value of such Interest, as determined by an independent appraiser selected by a majority of the Managers, reduced by the costs attributable to such appraisal and any and all additional expenses incurred by the Company or the Remaining Members, including tax liabilities, as a result of such transfer. Notwithstanding the foregoing, the purchase price for any Interest to be purchased and sold from a Terminated Member who is terminated with cause under Article XIII hereof shall be calculated based on the Terminated Member's pro rata share of the book value of the Company as of the fiscal year immediately preceding the effective date of the termination of employment. Book value shall be determined by the standard accounting practices of the Company's outside accounting firm and shall include all applicable discounts (e.g. lack of marketability, lack of control, etc.).

15.02 *Death or Disability.* The purchase price for the Interest of a deceased or disabled Member or Economic Interest Owner pursuant to Article XIV hereof shall be equal to the greater of:

(a) the value of his or her Membership Interest or Economic Interest, as determined pursuant to Section 15.01 above, at the end of the fiscal year immediately prior to the time of death; or,

(b) the total amount of proceeds of the respective disability or life insurance policies insuring the life or capacity of the deceased or disabled Member or Economic Interest Owner received by the Company and/or the Remaining Members.

ARTICLE XVI
PAYMENT OF PURCHASE PRICE

16.01 *Upon Involuntary Transfer or Termination.* The purchase price for any Interests purchased pursuant to Article XII or XIII hereof shall be paid twenty percent (20%) in cash within ninety (90) days after the exercise of the option to purchase or sell such Interest, and the balance shall be paid by the concurrent delivery of a promissory note payable in four (4) consecutive equal annual installments commencing with the first anniversary of the date of sale. The terms of the note shall comply with the requirements of Section 16.03 below.

16.02 *Upon Death or Disability.* Upon the death or disability of any Member or Economic Interest Owner, the Manager(s) and the Remaining Members shall proceed promptly to collect all of the proceeds of the appropriate policies, if any are then in existence, of insurance on the life or capacity of the deceased or disabled Member or Economic Interest Owner owned by the Company or Remaining Members. As soon as practicable after the Company and Remaining Members have received such proceeds, if applicable, they shall pay the proceeds to the estate or personal representative of the deceased or disabled Member or Economic Interest Owner. If no such proceeds are collected, or if those proceeds which are collected are insufficient to purchase the full value of the deceased or disabled Member's or Economic Interest Owner's Interest, the Remaining Members or the Company shall have the option to pay the balance of the purchase price on the following basis:

(a) if purchased by the Company pursuant to Section 14.01, twenty-five percent (25%) of such value shall be paid in cash within sixty (60) days of the date of death or determination of disability of the deceased or disabled Member or Economic Interest Owner, and if purchased by one or more Remaining Members pursuant to Section 14.02, twenty-five percent (25%) of the such value shall be paid in cash within sixty (60) days following the expiration of the Company's option pursuant to Section 14.01, and,

(b) the remainder of such value shall be paid by the concurrent delivery of a promissory note payable in three (3) consecutive equal annual installments commencing on the first anniversary of the date of death or determination of disability of the deceased or disabled Member or Economic Interest Owner.

16.03 *Terms of Note.* The unpaid principal balance of any note issued by the Company or by a purchasing Member, as the case may be, pursuant to this Article shall bear interest at a rate equal to the "prime rate" of interest, charged by the bank regularly used by the Company at such time for the transaction of its business activities, on the date of the purchase and sale of the Interests adjusted annually; provided, however, that the interest rate shall not be less than the "applicable federal rate," as that term is defined in Section 1274(d) of the Code, or its successor provisions. The note shall provide that the Company or the purchasing Member(s), as the case may be, shall have the right to prepay any or all installments due under the note without penalty or premium, but with interest accrued on the unpaid principal amount to the date of prepayment, at any time or from time to time. The note shall also provide that a default in the payment of any installment of principal or

interest for a period in excess of thirty (30) days or any other default under the note, at the noteholder's option, shall cause all unmatured installments of principal and interest to become due and payable immediately.

ARTICLE XVII ADDITIONAL MEMBERS

17.01 *Issuance of Membership Interests.* From the date of the formation of the Company, any Person or Entity acceptable to the Manager(s) and a Majority Interest may become a Member in this Company either by the issuance by the Company of Membership Interests for such consideration as the Manager(s) shall determine, or as a transferee of a Member's Membership Interest or any portion thereof, subject to the terms and conditions of this Operating Agreement.

17.02 *Transferee Not a Member in Absence of the Unanimous Consent of the Members.*

(a) Notwithstanding anything contained herein to the contrary, if the remaining Members do not approve by an affirmative vote of all of the Members of the proposed sale, gift or other transfer of the Transferring Member's Membership Interest or Economic Interest to a transferee or donee which is not a Member immediately prior to the sale or gift, then the proposed transferee or donee shall have no right to participate in the management of the business and affairs of the Company or to become a Member. The transferee or donee shall be merely an Economic Interest Owner. No transfer of a Member's interest in the Company (including any transfer of the Economic Interest or any other transfer which has not been approved by an affirmative vote of all of the Members) shall be effective unless and until written notice (including the name and address of the proposed transferee or donee and the date of such transfer) has been provided to the Company and the nontransferring Member.

(b) Upon and contemporaneously with any sale, gift or other transfer of a Transferring Member's Economic Interest in the Company which does not at the same time transfer the balance of the rights associated with the Economic Interest transferred by the Transferring Member (including, without limitation, the rights of the Transferring Member to participate in the management of the business and affairs of the Company), all remaining rights and interest which were owned by the Transferring Member immediately prior to such sale or gift or which were associated with the transferred Economic Interest shall immediately lapse until either (1) the remaining Members, by unanimous consent, reinstate such rights to the Economic Interest Owner who did not previously obtain the affirmative vote of the all of the Members or (2) upon the remaining Members, by unanimous written consent, reinstating such rights to a successor or transferee of such Economic Interest Owner.

17.03 *Conditions of Transfer.* As a condition to the Company recognizing the effectiveness of either the purchase of the Selling Member's Interest in the Company by a third party purchaser, the gift of any Interest in the Company (including an Economic Interest), substitution of a new Member (subject to Section 17.02), or any other transfer of an Interest, the Manager(s) may require the Selling Member, Gifting Member, Economic Interest Owner or the

proposed purchaser, donee, transferee, or successor-in-interest, as the case may be, to execute, acknowledge and deliver to the Company such instruments of transfer, assignment and assumption and such other certificates, representations and documents, and to perform all such other acts which the Manager(s) may deem necessary or desirable to:

(a) verify the purchase, gift or transfer, as the case may be;

(b) confirm that the person desiring to acquire an Interest in the Company, or to be admitted as a Member, has accepted, assumed and agreed to be subject and bound by all of the terms, obligations and conditions of the Operating Agreement, (whether such Person is to be admitted as a new Member or an Economic Interest Owner); and

(c) assure compliance with any applicable state and federal laws including securities laws and regulations.

17.04 *Accounting for Additional Members.* No new Members shall be entitled to any retroactive allocation of losses, income or expense deductions incurred by the Company. The Manager(s) may, in its sole discretion, at the time a Member is admitted, close the Company books (as though the Company's tax year has ended) or make pro rata allocations of loss, income and expense deductions to a new Member for that portion of the Company's tax year in which a Member was admitted in accordance with the provisions of the Code and the Treasury Regulations promulgated thereunder.

17.05 *Indemnification and Terms of Admission.*

(a) Each Member, Economic Interest Holder or each assignee of all or any part of any Interest in the Company shall indemnify and hold harmless the Company, the Manager, and every other Member or Economic Interest Holder who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of or arising from any actual or alleged misrepresentation or misstatement of facts or omission to state facts made, or omitted to be made, by such Member, Economic Interest Holder, or such assignee in connection with any assignment of all or any part of such Interest in the Company, or the admission of such assignee as a Transferee Member to the Company, against expenses for which the Company or such other Person has not otherwise been reimbursed (including attorneys' fees, judgments, fines and amounts paid in settlement) actually and reasonably incurred by the Company or such other Person in connection with such action, suit or proceeding.

(b) Any Person who acquires all or any part of any Interest in the Company, or is admitted to the Company as a Transferee Member, Economic Interest Holder, or as a successor or additional Manager, shall be subject to and bound by all the provisions of this Operating Agreement as if originally a party to this Operating Agreement.

ARTICLE XVIII
DISSOLUTION AND TERMINATION

18.01 *Dissolution.*

(a) The Company shall be dissolved upon the occurrence of any of the following events:

(1) When the period fixed for the duration of the Company, if any, shall expire pursuant to Section 2.05 hereof;

(2) By the unanimous written agreement of the Members; or

(3) Upon the death, retirement, resignation, expulsion, bankruptcy or dissociation of a Member or occurrence of any other event which terminates the continued Membership of a Member in the Company (a "Withdrawal Event"), unless the business of the Company is continued by the consent of the remaining Members representing a Majority Interest within ninety (90) days after the Withdrawal Event; or

(4) The entry of a decree of judicial dissolution by a court of competent jurisdiction, pursuant to the Illinois Act.

(b) If a Member who is an individual dies or a court of competent jurisdiction adjudges him to be incompetent to manage his or her person or his or her property, the Member's executor, administrator, guardian, conservator, or other legal representative may exercise all of the Member's rights for the purpose of settling his or her estate or administering his or her property.

(c) A Member shall not take any voluntary action which directly causes a Withdrawal Event. Unless otherwise approved by all of the Members, a Member who resigns (a "Resigning Member") or whose Membership Interest is otherwise terminated by virtue of a Withdrawal Event, regardless of whether such Withdrawal Event was the result of a voluntary act by such Member, shall not be entitled to receive any distributions in excess of those distributions to which such Member would have been entitled had such Member remained a Member. Except as otherwise expressly provided herein, a Resigning Member shall immediately become an Economic Interest Owner. Damages for breach of this Section 18.01(c) shall be monetary damages only (and not specific performance), and such damages may be offset against distributions by the Company to which the Resigning Member would otherwise be entitled.

18.02 *Winding Up, Liquidation and Distribution of Assets.*

(a) Upon dissolution, an accounting shall be made by the Company's independent accountants of the accounts of the Company and of the Company's assets, liabilities and operations, from the date of the last previous accounting until the date of dissolution. The Manager shall immediately proceed to wind up the affairs of the Company.

(b) If the Company is dissolved and its affairs are to be wound up, the Manager shall:

(1) Sell or otherwise liquidate all of the Company's assets as promptly as practicable (except to the extent the Manager may determine to distribute any assets to the Members in kind).

(2) Discharge all liabilities of the Company, including liabilities to Members and Economic Interest Owners who are creditors, to the extent otherwise permitted by law, other than liabilities to Members and Economic Interest Owners for Distributions, and establish such Reserves as may be reasonably necessary to provide for contingent liabilities of the Company (for purposes of determining the final distribution on liquidation, the amounts of such Reserves shall be deemed to be an expense of the Company).

(3) Distribute the remaining assets based on their ownership pro rata to the Members.

(c) Upon completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated.

(d) The Manager shall comply with all requirements of applicable law pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

18.03 *Articles of Dissolution.* When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed, a certificate of dissolution as required by the Act, shall be executed in duplicate and filed with the Illinois Secretary of State.

18.04 *Effect of Filing of Certificate of Dissolution.* Upon the filing of the certificate of dissolution with the Illinois Secretary of State, the existence of the Company shall cease, except for the purpose of suits, other proceedings and appropriate action as provide in the Act. The Manager shall have authority to distribute any Company property discovered after dissolution, convey real estate and take such other action as may be necessary on behalf of and in the name of the Company.

18.05 *Return of Contribution Nonrecourse to Other Members.* Except as provided by law or as expressly provided in this Operating Agreement, upon dissolution, each Member shall look solely to the assets of the Company for the return of its Capital Contribution. If the Company property remaining after the payment or discharge of the debts and liabilities of the

Company is insufficient to return the cash contribution of one or more Members, such Member or Members shall have no recourse against any other Member, except as otherwise provided by law.

ARTICLE XIX INSURANCE

19.01 *Authority to Purchase.* The Company may obtain and keep in force life and/or disability insurance policies insuring the life or ability, as the case may be, of any of its Members, Managers, or key personnel of its Members or Managers, for such amounts as deemed appropriate by a Majority Interest of all Members. If any premium is not paid within twenty (20) days after the due date of such premium, any such insured may pay the premium and then shall be entitled to reimbursement from the Company for an amount equivalent to such payment.

19.02 *Purchase Upon Death or Disability.* Upon the death or disability of the insured, the Company shall promptly collect the proceeds of the policies then in existence on the life or ability of such insured, and shall pay the total amount of such proceeds to the representative of the estate or disabled individual, as the case may be, and such representative shall be required to sell the Company, all Membership Interests in the Company then owned by the estate or the disabled Member in accordance with the provisions set forth in Article XIV. The purchase price of all such Membership Interests shall be determined pursuant to Section 15.02.

ARTICLE XX MISCELLANEOUS PROVISIONS

20.01 *Notices.* Any notice, demand, or communication required or permitted to be given by any provision of this Operating Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the party or to an executive officer of the party to whom the same is directed or, if sent by facsimile or electronic mail with proof of transmission, overnight courier, or registered or certified mail, postage and charges prepaid, addressed to the Member's and/or Company's address, as appropriate, which is set forth in this Operating Agreement. Except as otherwise provided herein, any such notice shall be deemed to be given two (2) business days after the date on which the same was deposited in the United States mail, addressed and sent as aforesaid. All notices by the Company shall be given by the Manager, unless expressly provided otherwise in this Operating Agreement.

20.02 *Books of Account and Records.* Proper and complete records and books of account shall be kept or shall be caused to be kept by the Manager in which shall be entered fully and accurately all transactions relating to the Company's business in such detail and completeness as is customary and usual for businesses of the type engaged in by the Company. Such books and records shall be maintained as provided in Section 9.09. The books and records shall at all times be maintained at the principal place of business of the Company.

20.03 *Application of Illinois Law.* This Operating Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the internal

substantive laws, without regard to the conflict or choice of law principles, of the state of Illinois, and specifically the Act.

20.04 *Waiver of Action for Partition.* Each Member and Economic Interest Owner irrevocably waives during the term of the Company any right that it may have to maintain any action for partition with respect to the property of the Company.

20.05 *Amendments.* This Operating Agreement may not be amended except in writing by the affirmative vote of the Members holding at least a Majority Interest. Any amendment changing the Percentage Interests of the Members shall also require the unanimous vote of the Members.

20.06 *Execution of Additional Instruments.* Each Member hereby agrees to execute such other and further statements of interest and holdings, designations and other instruments, as requested by the Manager and necessary to comply with any laws, rules or regulations.

20.07 *Construction.* Whenever the singular number is used in this Operating Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa.

20.08 *Headings.* The headings in this Operating Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Operating Agreement or any provision hereof.

20.09 *Waivers.* The failure of any party to seek redress for default of or to insist upon the strict performance of any covenant or condition of this Operating Agreement shall not prevent a subsequent act, which would have originally constituted a default, from having the effect of an original default.

20.10 *Rights and Remedies Cumulative.* The rights and remedies provided by this Operating Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any other remedy. Said rights and remedies are given in addition to any other legal rights the parties may have.

20.11 *Severability.* If any provision of this Operating Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Operating Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

20.12 *Heirs, Successors and Assigns.* Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Operating Agreement, their respective heirs, legal representatives, successors and assigns.

20.13 *Creditors.* None of the provisions of this Operating Agreement shall be for the benefit of or enforceable by any creditors of the Company.

20.14 *Counterparts.* This Operating Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

20.15 *Specific Performance.* The parties recognize that irreparable injury will result from a breach of any provision of this Operating 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 Operating 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.

20.16 *Authority.* Each of the persons executing this Operating Agreement on behalf of any enterprise (trust, company, or other organization) represents and warrants that he or she has full authority to act as agent for each enterprise to execute this Operating Agreement and bind the enterprise, and that the enterprise has taken all steps required by law and any controlling agreements to properly authorize the enterprise to enter into and be bound by this Operating Agreement.

[This space intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused their signatures, or the signatures of their duly authorized representatives, to be set forth below to this Operating Agreement for Illinois MedTech, LLC on the day and year first above written.

COMPANY:

ILLINOIS MEDTECH, LLC

By: _____

John R. Flynn, President of the
Manager, PRINTERS ROW
ADVISORS LLC

MANAGER:

PRINTERS ROW ADVISORS LLC

By: _____

John R. Flynn, President

MEMBERS:

DANIEL V. TIERNEY

By: _____

Daniel V. Tierney

MARY JO SCHULER

By: _____

Mary Jo Schuler

STEPHEN SCHULER

By: _____

Stephen Schuler

R. RICHARD SCHULER

By: _____

R. Richard Schuler

HEDGEHOG ADVISORS, LLC

By: _____

Michael Rauchman

BRIAN KAPLAN

By: _____

Brian Kaplan

JILL MIRKOVIC

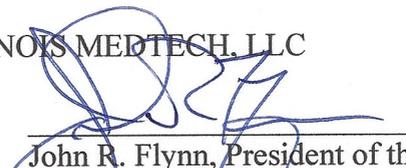
By: _____

Jill Mirkovic

IN WITNESS WHEREOF, the parties hereto have caused their signatures, or the signatures of their duly authorized representatives, to be set forth below to this Operating Agreement for Illinois MedTech, LLC on the day and year first above written.

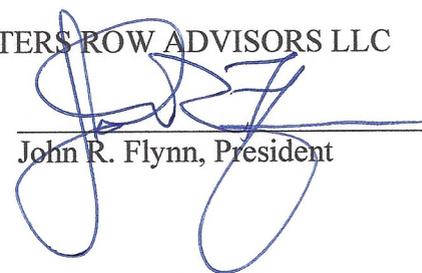
COMPANY:

ILLINOIS MEDTECH, LLC

By: 
John R. Flynn, President of the
Manager, PRINTERS ROW
ADVISORS LLC

MANAGER:

PRINTERS ROW ADVISORS LLC

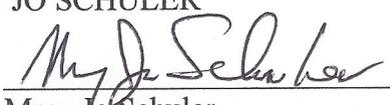
By: 
John R. Flynn, President

MEMBERS:

DANIEL V. TIERNEY

By: _____
Daniel V. Tierney

MARY JO SCHULER

By: 
Mary Jo Schuler

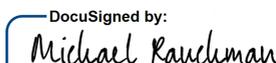
STEPHEN SCHULER

By: 
Stephen Schuler

R. RICHARD SCHULER

By: 
R. Richard Schuler

HEDGEHOG ADVISORS, LLC

By: 
Michael Rauchman

BRIAN KAPLAN

By: _____
Brian Kaplan

JILL MIRKOVIC

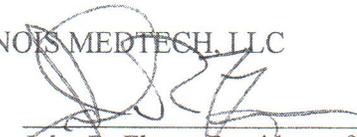
By: 
Jill Mirkovic

IN WITNESS WHEREOF, the parties hereto have caused their signatures, or the signatures of their duly authorized representatives, to be set forth below to this Operating Agreement for Illinois MedTech, LLC on the day and year first above written.

COMPANY:

ILLINOIS MEDTECH, LLC

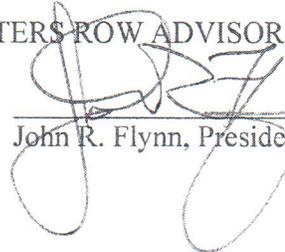
By: _____


John R. Flynn, President of the
Manager, PRINTERS ROW
ADVISORS LLC

MANAGER:

PRINTERS ROW ADVISORS LLC

By: _____


John R. Flynn, President

MEMBERS:

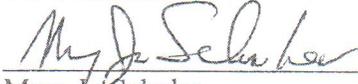
DANIEL V. TIERNEY

By: _____

Daniel V. Tierney

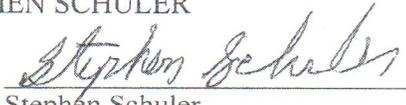
MARY JO SCHULER

By: _____


Mary Jo Schuler

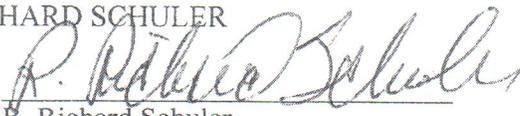
STEPHEN SCHULER

By: _____


Stephen Schuler

R. RICHARD SCHULER

By: _____


R. Richard Schuler

HEDGEHOG ADVISORS, LLC

By: _____

Michael Rauchman

BRIAN KAPLAN

By: _____


Brian Kaplan

JILL MIRKOVIC

By: _____

Jill Mirkovic

EXHIBIT A
ILLINOIS MEDTECH LLC Initial Capital Contribution

Illinois MedTech / Pharmacann Allocation					
Owner	PhamaCann LLC Series A Preferred Units	Cost	Cost/Unit*	Ill. MedTech LLC Units	% Ownership
D. Tierney					
S. Schuler					
M. Schuler					
M. Rauchman					
R. Schuler					
J. Mrkovic					
B. Kaplan					
Total	666,667.00	\$20,000,000.00	\$30.00	666,667.00	100.0000%
*Unit price subject to change per Operating Agreement Determination Date schedule					

Illinois MedTech Voting Units			
	Capital Contribution	Ownership	Voting Units
Daniel Tierney			
Stephen Sculer			
Mary Jo Schuler			
M. Rauchman			
R. Richard Schuler			
Jill Mrkovic			
Brian Kaplan			
Total	\$20,000,000.00	100.0000%	800.0000

Manager:

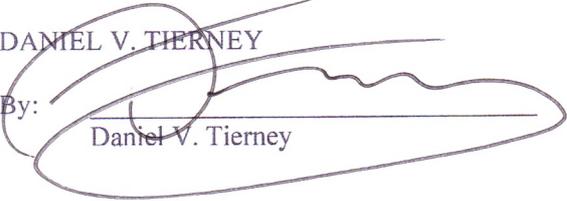
PRINTERS ROW ADVISORS LLC
1105 Curtiss Street, 3rd Floor
Downers Grove, IL 60515

EXHIBIT B

ACCREDITED AND SOPHISTICATED INVESTOR.

Each Member of ILLINOIS MEDTECH, LLC, certifies that such Member is an accredited investor as defined in Rule 501(a) of Regulation D promulgated under the Securities Act. Each Member is an investor in securities of companies in the development stage and acknowledges that the Member is able to fend for itself, can bear the economic risk of its investment, and has such knowledge and experience in financial or business matters that it is capable of evaluating the merits and risks of the investment in the shares. If other than an individual, the Member also represents it has not been organized for the purpose of acquiring the shares.

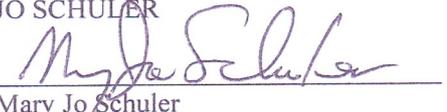
MEMBERS:

DANIEL V. TIERNEY
By: 
Daniel V. Tierney

R. RICHARD SCHULER
By: 
R. Richard Schuler

STEPHEN SCHULER
By: 
Stephen Schuler

BRIAN KAPLAN
By: _____
Brian Kaplan

MARY JO SCHULER
By: 
Mary Jo Schuler

JILL MIRKOVIC
By: _____
Jill Mirkovic

HEDGEHOG ADVISORS, LLC
By: _____
Michael Rauchman

EXHIBIT B

ACCREDITED AND SOPHISTICATED INVESTOR.

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MEMBERS:

DANIEL V. TIERNEY

By: _____
Daniel V. Tierney

R. RICHARD SCHULER

By: *R. Richard Schuler*
R. Richard Schuler

STEPHEN SCHULER

By: *Stephen Schuler*
Stephen Schuler

BRIAN KAPLAN

By: _____
Brian Kaplan

MARY JO SCHULER

By: *Mary Jo Schuler*
Mary Jo Schuler

JILL MIRKOVIC

By: *Jill Mirkovic*
Jill Mirkovic
74F5P18A1F4842A...

HEDGEHOG ADVISORS, LLC

By: *Michael Rauchman*
Michael Rauchman
7601709AFB81471...

EXHIBIT B

ACCREDITED AND SOPHISTICATED INVESTOR.

Each Member of ILLINOIS MEDTECH, LLC, certifies that such Member is an accredited investor as defined in Rule 501(a) of Regulation D promulgated under the Securities Act. Each Member is an investor in securities of companies in the development stage and acknowledges that the Member is able to fend for itself, can bear the economic risk of its investment, and has such knowledge and experience in financial or business matters that it is capable of evaluating the merits and risks of the investment in the shares. If other than an individual, the Member also represents it has not been organized for the purpose of acquiring the shares.

MEMBERS:

DANIEL V. TIERNEY

By: _____
Daniel V. Tierney

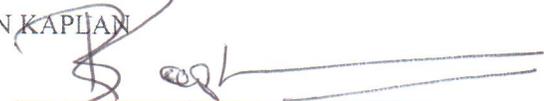
R. RICHARD SCHULER

By: 
R. Richard Schuler

STEPHEN SCHULER

By: 
Stephen Schuler

BRIAN KAPLAN

By: 
Brian Kaplan

MARY JO SCHULER

By: 
Mary Jo Schuler

JILL MIRKOVIC

By: _____
Jill Mirkovic

HEDGEHOG ADVISORS, LLC

By: _____
Michael Rauchman

Form **LLC-5.5**

**Illinois
Limited Liability Company Act
Articles of Organization**

FILE # 04982843

Secretary of State Jesse White
Department of Business Services
Limited Liability Division
www.cyberdriveillinois.com

Filing Fee: \$500
Expedited Fee: \$100
Approved By: TLB

FILED
SEP 12 2014
Jesse White
Secretary of State

1. Limited Liability Company Name: CANNCOR HOLDINGS LLC

2. Address of Principal Place of Business where records of the company will be kept:
10 W HUBBARD STREET, SUITE 2B

CHICAGO, IL 60654

3. Articles of Organization effective on the filing date.

4. Registered Agent's Name and Registered Office Address:

VINCE CORDOS
10 W HUBBARD ST STE 2B
CHICAGO, IL 60654-7576

COOK

5. Purpose for which the Limited Liability Company is organized:

"The transaction of any or all lawful business for which Limited Liability Companies may be organized under this Act."

6. The LLC is to have perpetual existence.

7. The Limited Liability Company is managed by the manager(s).

VINICIUS, CORDOS
10 W HUBBARD STREET, SUITE 2B
CHICAGO, IL 60654

8. **Name and Address of Organizer**

I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Organization are to the best of my knowledge and belief, true, correct and complete.

Dated: SEPTEMBER 12, 2014

VINCE CORDOS
10 W HUBBARD STREET, SUITE 2B
CHICAGO, IL 60654

Form **LLC-5.5**

Illinois
Limited Liability Company Act
Articles of Organization

FILE # 04922239

Secretary of State Jesse White
Department of Business Services
Limited Liability Division
www.cyberdriveillinois.com

Filing Fee: \$500
Expedited Fee: \$100
Approved By: JMD1

FILED
AUG 29 2014
Jesse White
Secretary of State

1. Limited Liability Company Name: TALORAMO LLC

2. Address of Principal Place of Business where records of the company will be kept:
1765 N ELSTON AVE., #226

CHICAGO, IL 60642

3. Articles of Organization effective on the filing date.

4. Registered Agent's Name and Registered Office Address:

CHRIS TALSMASMA
1765 N ELSTON AVE
CHICAGO, IL 60642-1558

COOK

5. Purpose for which the Limited Liability Company is organized:

"The transaction of any or all lawful business for which Limited Liability Companies may be organized under this Act."

6. The LLC is to have perpetual existence.

7. The Limited Liability Company has management vested in the member(s).

TALSMASMA, CHRIS
1765 N ELSTON AVE., #226
CHICAGO, IL 60642

FILORAMO, MARK
1765 N ELSTON AVE., #226
CHICAGO, IL 60642

8. **Name and Address of Organizer**

I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Organization are to the best of my knowledge and belief, true, correct and complete.

Dated: AUGUST 29, 2014

CHRIS TALSMASMA
1765 N ELSTON AVE., #226
CHICAGO, IL 60642

OPERATING AGREEMENT

OF

TALORAMO, LLC

(an Illinois limited liability company)

This Operating Agreement ("Agreement") of TALORAMO, LLC (the "Company") is dated as of April 17, 2015 by and between Christopher Talsma ("Talsma"), with an address of 1765 N. Elston Ave.; 226, Chicago, IL 60642 Suite and Mark Filoramo ("Filoramo"), with an address of 1765 N. Elston Ave.; Suite 226, Chicago, IL 60642. Talsma and Filoramo are individually referred to a "Member" and collectively referred to as "Members".

RECITALS

A. The Articles of Organization of the Company have been filed with the Secretary of State for the State of Illinois.

B. The Members agrees that the terms of this Agreement shall govern, regulate and manage the affairs of the Company, consistent with the laws of the State of Illinois and the Articles of Organization filed in the State of Illinois.

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE I FORMATION

1. **Organization** – The Members hereby organize the Company as an Illinois limited liability company, and elects to be taxed as a partnership.

2. **Name** - The name of TALORAMO, LLC and all business of the Company shall be conducted under that name or under any other name, but in any case, only to the extent permitted by applicable law.

3. **Effective Date** - The Operating Agreement shall become effective upon the filing of the Articles of Organization in Illinois.

4. **Term** - The Company shall be dissolved and its affairs wound up in accordance with the Act and this Operating Agreement at such time as it has sold or disposed of all of its assets.

6. **Registered Agent and Office** - The Company's registered agent for the service of process and its registered office shall be that Person and location reflected in the Articles as filed in the office of the Secretary of State for the State of Illinois.

7. **Principal Office** - The Principal Office shall be located at 1765 N. Elston Ave.; Suite 226, Chicago, IL or at such other location as the Members shall designate.

ARTICLE II NATURE OF BUSINESS

The purpose of the Company shall be any legal business purpose permitted under the Illinois Limited Liability Company Act.

ARTICLE III ACCOUNTING AND RECORDS

1. **Records to be Maintained** - The Company shall maintain all records at the Principal Office.

2. **Accounts** - The Company shall maintain or cause to be maintained a record of Capital Account for each Member in accordance with the requirements of the Code.

ARTICLE IV MANAGEMENT

Management of the Company shall be vested in its Members. All actions shall require the unanimous consent of all Members, provided that the Members may designate, in writing that less than all of the Members have signature authority on certain documentation.

ARTICLE V CONTRIBUTIONS, CAPITAL ACCOUNTS, ALLOCATIONS AND DISTRIBUTIONS

All contributions, capital accounts, allocations and distributions shall be kept in accordance with all requirements of the Internal Revenue Code for limited liability companies, including without limitation the provisions of Section 704. The initial capital contribution and Sharing Ratio of each Member is listed on Exhibit A. All allocations and distributions, after payment of Company expenses, shall be made consistent with the Member's Sharing Ratios.

**ARTICLE VI
TAXES**

1. **Elections** – Diamond Cove shall be the tax matters member and he may make any tax elections for the Company allowed under the Code or the tax laws of any state or other jurisdiction having taxing jurisdiction over the Company.

2. **Cash Method of Accounting** - The records of the Company shall be maintained on a cash receipts and disbursements method of accounting.

**ARTICLE VII
DISPOSITION OF MEMBERSHIP INTERESTS
ADMISSION OF SUBSTITUTE AND ADDITIONAL MEMBERS**

No Member may transfer his interest hereunder without the express written consent of the other, which may be withheld for any reason.

**ARTICLE VIII
DISSOLUTION AND WINDING UP**

- 1 **Dissolution** - The Company shall be dissolved and its affairs wound up, upon the expiration of the Term or decision of Members and in such case shall be dissolved consistent with the Act and the Internal Revenue Code.

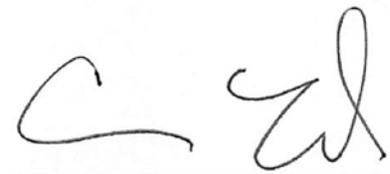
2. **Governing Law** - This Agreement has been entered into in the State of Illinois. All questions with respect to this Agreement and the rights and liabilities of the parties hereto shall be governed by the laws of the State of Illinois without giving effect to principles of conflicts of laws thereof.

IN WITNESS WHEREOF, we have hereunto set our hand and seals on the date set forth beside our names.

MEMBERS:



Mark Filoramo



Christopher Talsma

EXHIBIT A

MEMBER

**INITIAL CAPITAL
CONTRINUTION**

SHARING RATIO

**CHRISTOPHER TALSMA \$
MARK FILORAMO \$**



Form **LLC-5.5**

Illinois
Limited Liability Company Act
Articles of Organization

FILE # 04922239

Secretary of State Jesse White
Department of Business Services
Limited Liability Division
www.cyberdriveillinois.com

Filing Fee: \$500
Expedited Fee: \$100
Approved By: JMD1

FILED
AUG 29 2014
Jesse White
Secretary of State

1. Limited Liability Company Name: TALORAMO LLC

2. Address of Principal Place of Business where records of the company will be kept:
1765 N ELSTON AVE., #226

CHICAGO, IL 60642

3. Articles of Organization effective on the filing date.

4. Registered Agent's Name and Registered Office Address:

CHRIS TALSMASMA
1765 N ELSTON AVE
CHICAGO, IL 60642-1558

COOK

5. Purpose for which the Limited Liability Company is organized:

"The transaction of any or all lawful business for which Limited Liability Companies may be organized under this Act."

6. The LLC is to have perpetual existence.

7. The Limited Liability Company has management vested in the member(s).

TALSMASMA, CHRIS
1765 N ELSTON AVE., #226
CHICAGO, IL 60642

FILORAMO, MARK
1765 N ELSTON AVE., #226
CHICAGO, IL 60642

8. **Name and Address of Organizer**

I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Organization are to the best of my knowledge and belief, true, correct and complete.

Dated: AUGUST 29, 2014

CHRIS TALSMASMA
1765 N ELSTON AVE., #226
CHICAGO, IL 60642

Form **LLC-5.5**

**Illinois
Limited Liability Company Act
Articles of Organization**

FILE # 05299438

Secretary of State Jesse White
Department of Business Services
Limited Liability Division
www.cyberdriveillinois.com

Filing Fee: \$500
Expedited Fee: \$100
Approved By: TLB

FILED
JUN 01 2015
Jesse White
Secretary of State

1. Limited Liability Company Name: MJP CAPITAL HEALTHCARE, LLC

2. Address of Principal Place of Business where records of the company will be kept:
440 S LASALLE ST SUITE 1729
CHICAGO, IL 60605

3. Articles of Organization effective on the filing date.

4. Registered Agent's Name and Registered Office Address:

MICHAEL PALUMBO
440 S LASALLE ST SUITE 1729
CHICAGO, IL 60605

5. Purpose for which the Limited Liability Company is organized:
"The transaction of any or all lawful business for which Limited Liability Companies may be organized under this Act."

6. The LLC is to have perpetual existence.

7. The Limited Liability Company has management vested in the member(s).

PALUMBO, MICHAEL J
440 S LASALLE ST SUITE 1729
CHICAGO, IL 60605

8. Name and Address of Organizer

I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Organization are to the best of my knowledge and belief, true, correct and complete.

Dated: JUNE 01, 2015

MICHAEL PALUMBO
440 S LASALLE ST SUITE 1729
CHICAGO, IL 60605

Form **LLC-5.5**

**Illinois
Limited Liability Company Act
Articles of Organization**

FILE # 05299519

Secretary of State Jesse White
Department of Business Services
Limited Liability Division
www.cyberdriveillinois.com

Filing Fee: \$500
Expedited Fee: \$100
Approved By: TLB

FILED
JUN 01 2015
Jesse White
Secretary of State

1. Limited Liability Company Name: NTK HEALTHCARE, LLC

2. Address of Principal Place of Business where records of the company will be kept:
440 S LASALLE ST SUITE 1729
CHICAGO, IL 60605

3. Articles of Organization effective on the filing date.

4. Registered Agent's Name and Registered Office Address:

NEIL T KAZAROSS
440 S LASALLE ST SUITE 1729
CHICAGO, IL 60605

5. Purpose for which the Limited Liability Company is organized:
"The transaction of any or all lawful business for which Limited Liability Companies may be organized under this Act."

6. The LLC is to have perpetual existence.

7. The Limited Liability Company has management vested in the member(s).

KAZAROSS, NEIL T
440 S LASALLE ST SUITE 1729
CHICAGO, IL 60605

8. Name and Address of Organizer

I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Organization are to the best of my knowledge and belief, true, correct and complete.

Dated: JUNE 01, 2015

NEIL T KAZAROSS
440 S LASALLE ST SUITE 1729
CHICAGO, IL 60605

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

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.

PharmaCann, LLC has executed a purchase agreement to purchase 41.589 acres in Orange County (on which the 120,000 square feet manufacturing facility will be constructed). The purchase of the property is contingent on PharmaCann obtaining registration as a registered organization.

The cost to purchase the property is \$7,589,342 and the cost to construct the manufacturing facility is \$15,556,902. The total cost of approximately \$23.1 Million will be allocated from PharmaCann’s available funds of \$38.5 Million, which are a result of a total of \$45.4 Million raised, to date, in private equity funding.

The purchase of the property will close immediately after obtaining registration as a registered organization. Final inspections on the manufacturing facility will occur December 18, 2015 with final completion of the manufacturing facility on January 2, 2016. Please note, however, that as of November 9, 2016 there will be sufficient construction of the manufacturing facility for PharmaCann, LLC to begin manufacturing approved medical marijuana products.

Attachment B – Equipment List



PharmaCann

Summary of Attachment

Item 81 – Attachment B – Equipment Used to Carry out PharmaCann’s Operations

In connection with the application of PharmaCann, LLC to become registered as a Medical Marijuana Registered Organization under 10 NYCRR §1004.5(b)(6), we would like to share with you some pertinent information regarding PharmaCann, LLC. d/b/a PharmaCann (collectively “PharmaCann”). PharmaCann, LLC is a medical marijuana company that holds six (6) licenses in Illinois. PharmaCann was awarded the licenses after an extremely competitive process overseen by the Illinois Departments of Public Health, Financial and Professional Regulation, and Agriculture. PharmaCann was the top grantee of the 369 applicants.

PharmaCann, its founders and investors have been vigorously vetted in Illinois by state regulators and the media. Founders Teddy Scott and John Leja are accomplished Intellectual Property professionals dedicated to providing access to pharmaceutical-grade medicinal cannabis, while protecting the public health and safety. Mr. Scott holds a Ph.D. in molecular biophysics and has more than twenty years experience working with pharmaceutical and biotech development. PharmaCann is guided by an advisory board and senior management of highly sophisticated professionals from pharmaceutical, agricultural and public-facing industries.

This guidance has included designing and engineering sophisticated pharmaceutical systems for cultivating and processing medicinal cannabis products that are consistent, pure and of the highest quality. These systems include state-of-the-art equipment from industry leading companies including the following:

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

Attachment B – Equipment List

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IV. Dispensary Equipment..... 22

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

There is no one in the medical marijuana industry like us.

PharmaCann LLC (“PharmaCann”) is uniquely positioned with the experience and capabilities to be the highest quality licensee in the State of New York. PharmaCann is the largest vertically integrated medical marijuana company in the United States. PharmaCann is the only company in the United States with the following qualifications:

- Awarded most licenses in the Illinois medical marijuana licensing process
- Operating 2 manufacturing and 4 dispensary locations in a State
- Ability to complete construction of 2 manufacturing and 4 dispensary locations in a State within six (6) months of license grant
- Founders, partners and employees completely free of illegal, underground marijuana production
- Operating with pharmaceutical development and production experience

PharmaCann possesses the most medical marijuana licenses (total of six) in the highly regulated and competitive state of Illinois. With its two (2) cultivation and manufacturing facilities and four (4) dispensary facilities, PharmaCann currently operates over 80,000 sq. ft. of cultivation and production space and over 12,000 sq. ft. of dispensary space.

PharmaCann has reached its position of prominence through its professionalism and commitment to high standards - traits that historically are not found in the burgeoning medical marijuana industry. PharmaCann was formed in Illinois in 2013 when its four founders, values driven professionals, saw an opportunity to bring mainstream business practices, professionalism and ethical standards to a growing industry in need of same. PharmaCann has since retained numerous experienced doctors, scientists and business professionals with experience at premier companies,



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Attachment B - Equipment

PharmaCann LLC submits the following Attachment B – Equipment List to the State of New York Department of Health (“Department”), pursuant to the State of New York’s Medical Marihuana Program (“MMJ Program”).

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Attachment 1 Nexus Greenhouse Proposal

ATTACHMENT B – Equipment List

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LEADERS IN GREENHOUSE SYSTEMS INTEGRATION

Proposal#:

Date: 3/22/2015

Valid Thru: 4/21/2015

Sold To:

PharmaCann LLC

137 Oak Park Ave

Chicago, IL 60301

Phone: 312-363-9327 Fax:

Contact: John Leja

Email: jaleja@pharmacannis.com

Ship To:

PharmaCann LLC

Orange County, NY

Phone: Fax:

Contact:

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



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Proposal#:
Date: 3/22/2015

Valid Thru: 4/21/2015

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

Terms:

3% cash discount on 100% payment prior to delivery on structure price

Nexus will provide a set of drawings and installation instructions.

***All items shipped from Nexus are shipped FOB factory. Customer will be responsible for the unloading and inspection of materials as they arrive at the job site. Nexus is not responsible for goods damaged in transit. Claims for shipping damages or shortages for Nexus supplied items must be made by customer with the trucking company making the delivery of the items.**

** Sales tax will be applied to all orders in accordance with the laws of the taxing jurisdiction. Nexus will defer charging sales tax on exempt items if a valid sales tax exemption certificate is on file **prior to shipment**. Determination of whether an item sold is taxable or exempt is based on the laws of the taxing jurisdiction. Customer agrees to pay all sales taxes on this order in accordance with the laws of the taxing jurisdiction.

Sales Tax exempt certificate

No. _____

Expiration Date: _____

(Please include copy with order)

Customer Acceptance	Nexus Representative
Signed:	Signed:
By:	By:
Title:	Title:
Date:	Date:

THIS SALES PROPOSAL IS SUBJECT TO ATTACHED GENERAL TERMS AND CONDITIONS OF SALE.



LEADERS IN GREENHOUSE SYSTEMS INTEGRATION

Proposal#:
Date: 3/22/2015

Valid Thru: 4/21/2015

NEXUS LOAD REVIEW

Customer Name: PharmaCann LLC Date: 3/22/2015
Address: 137 Oak Park Ave
Chicago, IL 60301
312-363-9327

Structure Quoted: [Redacted]

PERMITS REQUIRED: [] YES [] NO

NOTE: If the NO Permitting Required box is checked, extra costs may be incurred if permitting is required after contract date. Extra cost may be incurred if building code or owner requirements are greater than the specified loads.

CODE USED:

SNOW LOAD: 30 lb./sq. ft. ([] roof or [] ground)

WIND LOAD: 90 m.p.h. EXPOSURE "B"

SPECIAL LOAD REQUIREMENTS:

Customer requested ship date:

Local permitting agencies may require a foundation design. Nexus is not responsible for the foundation design. Engineers familiar with local soil conditions should be retained by the Customer for these services. Nexus will provide column load information to the Customer or his designated representative to facilitate the foundation design.

CUSTOMER SIGNATURE

THIS SALES PROPOSAL IS SUBJECT TO ATTACHED GENERAL TERMS AND CONDITIONS OF SALE.

NEXUS GENERAL TERMS AND CONDITIONS OF SALE

1. Proposal. Customer's signature on this proposal below is a firm offer to purchase the products (and services, if any) described on the reverse side hereof, and is subject to the written acceptance of Nexus Corporation's authorized representative at its executive offices in Northglenn, CO. This proposal shall remain valid for a period of thirty (30) days from the date set forth at the top of the proposal. Nexus' acceptance is expressly made conditional upon Customer's assent to the original terms and conditions contained herein and upon the exclusion of any different or additional terms and conditions stated by Customer unless otherwise agreed to in writing by Nexus. Upon acceptance by Nexus, this proposal will become a binding agreement between the parties.

2. Drawings. After acceptance, Nexus will furnish the Customer with shop drawings for the fabrication and installation of the product. Unless the Customer returns a copy of the drawings to Nexus by certified mail within seven days of the date indicated on such drawings with any corrections or modifications, the drawings will be presumed correct and Customer shall have waived any objections thereto. Any subsequent changes required by Customer will be subject to additional charges by Nexus.

3. Terms of Payment. Customer shall promptly pay all invoices according to the payment terms described in the proposal above or herein (the "**Terms of Payment**"). Each shipment constitutes a separate sale. Unless otherwise specified in the Terms of Payment above, payment terms are net cash within 30 days after the date of the invoice except where freight will be shipped COD and paid directly by the Customer. Customer's failure to pay all invoices as required will be deemed a breach of the entire agreement, in Nexus' sole discretion.

4. Lien Rights. Nexus shall have the right to notify Customer and Owner of its right to lien the Property for non-payment of amounts due at any time. Upon any breach or default by the Customer, which breach may be waived by Nexus, Nexus may file a mechanic's lien against the Property and pursue foreclosure as allowed by law.

5. UCC Security Interest. Customer hereby grants to Nexus a purchase money security interest in and to the structure and all other goods sold by Nexus to Customer pursuant to this Agreement. Nexus has the right to file and record a UCC Financing Statement as necessary to perfect its security interest in the goods sold to Customer pursuant to this Agreement. Upon any breach or default by Customer, which breach may be waived by Nexus, Nexus remedies shall include, but be not limited to, all rights of a secured party under the Uniform Commercial Code, including but not limited to the right to enter the Property and remove the structure.

6. Additional Remedies. In addition to the remedies set forth in Paragraphs 4 and 5 above, Nexus' remedies shall include, without limitation, equitable relief, including specific performance, damages and all rights of an aggrieved party at law or in equity.

7. Disclosure of Interest Charges; Venue for Disputes. In the event the Customer fails to timely pay in full for product and services in accordance with the Terms of Payment described above, then Nexus will impose an interest charge thereafter of the lesser of 2% per month or the maximum rate permitted under applicable law on the unpaid balance compounded annually. Imposition of interest shall not waive or affect Nexus' other rights under this agreement. If any account is turned over to a collection agent, all costs incurred for such collection will be added to the amount owed including interest thereon. If the breach relates to non-payment by Customer, Nexus' or its agent shall have the right to pursue a claim against Customer in any state or federal court with jurisdiction over the County of Adams, State of Colorado. Customer hereby consent to the exclusive jurisdiction of the state and federal courts with jurisdiction over the County of Adams, State of Colorado for matters relating to non-payment of amounts due by Customer.

8. Warranty. Nexus makes no warranties as to products it sells that are manufactured by others. Customer agrees that its sole recourse as to such products is to make a claim against the manufacturer of such products under that manufacturer's warranty, if any. Customer shall have no claim against Nexus for such product defect failures or otherwise in connection with such products. Nexus warrants to the original Customer that all goods manufactured by Nexus are free from all material defects in materials and workmanship for a period of twelve months from the date the goods or products leave Nexus' warehouse. This warranty provided by Nexus is rendered void and of no further effect upon Customer's transfer of the goods, accessories, or products of the goods. Nexus' obligation under this warranty is limited to replacing or repairing any defective part without charge during the warranty period, which replacement or repair will be made to the extent that Customer has given Nexus written notice of any alleged defect within 10 days after such defect is noticed or should have been noticed and Nexus, in its sole discretion, determines the existence of a defect for which Nexus is responsible. If inspection, replacement, or repair by Nexus is made at Customer's premises, Customer shall pay all labor, transportation, and lodging expenses. This warranty shall not be extended beyond its original twelve-month term for any reason. This warranty on repairs and replacements shall also expire on the same date as this warranty. Installation and operation of the goods or products in any manner other than that recommended in Nexus' specifications or any other written instructions shall void this warranty granted by Nexus. This Nexus warranty shall also be rendered void if Customer fails to pay for the goods shipped hereunder or does not follow the recommended maintenance and/or construction procedures. CUSTOMER ASSUMES ALL RISK OF THE USE OF THE PRODUCT(S) DELIVERED BY NEXUS OR ITS SUPPLIERS. CUSTOMER SHALL HAVE NO REMEDY AGAINST NEXUS FOR DELIVERY OF NONCONFORMING PRODUCT OTHER THAN TO REQUIRE REPLACEMENTS WITH CONFORMING PRODUCT AS PROVIDED HEREIN. NEXUS SHALL NOT BE LIABLE TO CUSTOMER OR TO ANY PERSON WHO PURCHASES FROM CUSTOMER OR USES ANY PRODUCT SUPPLIED BY NEXUS OR ITS SUPPLIERS FOR DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY DELAY, ACT, ERROR, OR OMISSION OF NEXUS OR ITS SUPPLIERS. THE WARRANTY SET FORTH ABOVE IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NO OTHER REPRESENTATIONS WERE MADE OR RELIED UPON WITH RESPECT TO THE QUALITY AND FUNCTION OF THE PRODUCTS AND SERVICES SUBJECT TO THIS AGREEMENT. NO NEXUS EMPLOYEE OR AGENT, NOR ANY OTHER PERSON, IS AUTHORIZED TO ASSUME FOR NEXUS ANY RESPONSIBILITY OR LIABILITY OTHER THAN THOSE APPEARING IN THIS AGREEMENT. Customer will indemnify, defend and hold Nexus and its shareholders, officers, directors and agents harmless from and against all loss, liability, cost (including reasonable legal fees and costs), damage, or expense incident to any claim, action, or proceeding (including, but not limited to, claims of third parties) against Nexus arising out of the installation, maintenance, use, or operation of the products covered by this Agreement.

9. Technical Advice and Recommendations. Nexus assumes no obligation or liability for any recommendations, opinions or advice as to the choice, installation or use of products sold. Any such recommendations, opinions or advice to the extent given and shall be accepted at customer's own risk and shall not constitute any warranty or guarantee of such products or their performance. Nexus warranty as set forth in Section 5 shall not be enlarged, diminished or affected by, and no obligation or liability shall arise or grow out of Nexus' rendering of technical advice, installation advice or service in connection with Customer orders or the products furnished hereunder.

10. Product Suitability. Many states and localities have codes and regulations governing sales, construction, installation, and/or use of products for certain purposes, which may vary from those in neighboring areas. Nexus does not and cannot guarantee compliance with local codes and regulations or be responsible for how the product is installed or used. Customer hereby acknowledges that, before purchase, Customer reviewed the product application, and national and local codes and regulations, and hereby confirms that the product, installation, and use will comply with them.

11. Performance. Should Nexus be delayed in its performance (fabrication, delivery and/or erection) for reasons which are beyond its control, including but not limited to labor disputes, fire, natural disasters, war, acts of terror, civil strife or military action, accidents, delay of carrier, shortage of supplies or materials, delay or default of subcontractor, failure of production facility, or any similar cause, the date of performance by Nexus shall be extended a reasonable time to allow for such delay. However, in no event shall Nexus be liable for any loss or damage to the Customer occasioned by the delay. In the event of any such delay beyond Nexus' control, the Customer agrees to either accept performance when it can be effected, or terminate the agreement by payment to Nexus of all of its costs of production, including materials, labor and overhead incurred to the date of Nexus' receipt of the Customers written termination notice.

12. Delivery and Unloading of Shipments. Unless specified by the Customer, Nexus shall select the carrier for delivery. Cost of shipping and unloading the shipment is the sole responsibility of the Customer unless otherwise expressly provided herein. All product is shipped F.O.B. Nexus' factory, and title and all risk of loss shifts to the Customer upon the carrier acceptance of shipment. The Customer shall file all claims for shipment shortages or damage with the carrier.

13. Erection and Installation. Unless otherwise specifically provided for in a separate written agreement regarding installation, the Customer shall be solely responsible for selecting the installation contractor, assessing the validity of time and cost estimates for the installation contractor, making all arrangements, supervising and paying all costs for the erection and installation of the Nexus product. The Customer shall also be liable for conformance with all local laws and ordinances including zoning, building codes, building permits, inspections, and the like.

14. Taxes. Prices quoted for all products purchased hereunder are exclusive of all taxes unless specifically set forth on the face of this proposal. Nexus is required to charge, collect and remit state and local tax on all items to the extent that the items are not exempted by a valid sales tax exemption certification provided prior to shipment. All federal, state and local taxes or fees imposed and any penalty or interest with respect to any products purchased pursuant to this Agreement shall be the liability of the Customer, and shall be included in invoicing when determined.

15. Cancellation. This Agreement may be cancelled by the Customer, other than for the reasons set forth in Paragraph 8 above, only by negotiation with and written agreement by Nexus and then only by payment of reasonable and adequate charges which take into account both Nexus' expenses to date and its other commitments made in anticipation of this Agreement. Should arbitration or litigation be commenced under any provision of this proposal, if Nexus prevails, the Customer shall pay Nexus' reasonable legal fees and costs in connection therewith.

16. Arbitration, Controlling Law, and Time Limit. Except as set forth in Paragraph 4 above, any controversy or claim arising out of or relating to the Proposal, or any drawings, or these terms and conditions shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association. Purchaser and Nexus expressly agree that any arbitration proceedings instituted by either party shall take place in Denver, Colorado, and the arbitrator shall apply the laws of the State of Colorado. All such disputes must be brought within two years of the date of this contract or are forever waived.

17. Miscellaneous. This Agreement shall be binding and inure to the benefit of the parties, their personal and legal representatives, their heirs and beneficiaries, and their assigns and successor-in-interest. Customer may not assign this Agreement without the prior written consent of Nexus. This proposal contains the entire agreement, understanding and representation between the parties and supersedes all prior or current communications or proposals; oral or written, relating to the subject matter hereof. This proposal may not be modified or rescinded unless in writing and executed by the parties. In the event any provision hereof is found invalid or unenforceable according to its terms, such provision shall be enforced or severed to the extent possible without affecting the remainder of the Agreement.

I have read and I understand these General Terms and Conditions of Sale.

CUSTOMER SIGNATURE

Attachment 2 Greenhouse Equipment Specification Sheets

ATTACHMENT B – Equipment List

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Attachment 3 Dramm Water Filtration Proposal

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Attachment 4 [REDACTED] Heating Calculations

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Attachment 5 Lighting Calculations.

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Attachment 6 Small Tools and Equipment

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ATTACHMENT B – Equipment List

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Attachment 8 [REDACTED] Extraction Equipment

ATTACHMENT B – Equipment List

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Attachment 9 [REDACTED] Equipment

ATTACHMENT B – Equipment List

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Attachment 10 [REDACTED] Equipment

ATTACHMENT B – Equipment List

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Attachment 12 General Extraction Room Equipment

ATTACHMENT B – Equipment List

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Attachment 13 Laboratory Equipment.

ATTACHMENT B – Equipment List

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Attachment 14 Preparation Equipment.

ATTACHMENT B – Equipment List

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Attachment 15 [REDACTED] Equipment

ATTACHMENT B – Equipment List

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Attachment 16 Scales

ATTACHMENT B – Equipment List

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Attachment 19 Access Control

ATTACHMENT B – Equipment List

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Attachment 22 Drying Rack

ATTACHMENT B – Equipment List

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Attachment 25 Trays and Grow Area Equipment.

ATTACHMENT B – Equipment List

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Attachment C

Organizational & Operational Documents



PharmaCann

Summary of Attachment

Item 82 – Attachment C – PharmaCann’s Property Interests

In connection with the application of PharmaCann, LLC to become registered as a Medical Marijuana Registered Organization under 10 NYCRR §1004.5(b)(6), we would like to share with you some pertinent information regarding PharmaCann, LLC. d/b/a PharmaCann (collectively “PharmaCann”). PharmaCann, LLC is a medical marijuana company that holds six (6) licenses in Illinois. PharmaCann was awarded the licenses after an extremely competitive process overseen by the Illinois Departments of Public Health, Financial and Professional Regulation, and Agriculture. PharmaCann was the top grantee of the 369 applicants.

PharmaCann, its founders and investors have been vigorously vetted in Illinois by state regulators and the media. Founders Teddy Scott and John Leja are accomplished Intellectual Property professionals dedicated to providing access to pharmaceutical-grade medicinal cannabis, while protecting the public health and safety. Mr. Scott holds a Ph.D. in molecular biophysics and has more than twenty years experience working with pharmaceutical and biotech development. PharmaCann is guided by an advisory board and senior management of highly sophisticated professionals from pharmaceutical, agricultural and public-facing industries.

PharmaCann understands that New York patients need access to medical marijuana and that it is critical for applicants to demonstrate an ability to get their facilities up and running within six months. PharmaCann has lived up to this responsibility by investing \$7,600,000 in prime, industrial property that is designated as a “Build Now NY Site.” By committing to property that is shovel-ready, PharmaCann has committed to New York patients.

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

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Attachment C – Organizational & Operational Documents

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PURCHASE AND SALE AGREEMENT

between

PHARMACANN LLC,

as Purchaser

and

HUDSON VALLEY CROSSING, L.L.C.,

as Seller

Dated as of May ____, 2015

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

PURCHASE AND SALE AGREEMENT
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LEASE AGREEMENT

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

This Agreement BETWEEN

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

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

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

EXHIBIT "B"

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Lease

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Attachment D – Operating Plan

Section 1 – Manufacturing



PharmaCann

Summary of Attachment

Item 83 – Attachment D – PharmaCann’s Operating Plan

In connection with the application of PharmaCann, LLC to become registered as a Medical Marijuana Registered Organization under 10 NYCRR §1004.5(b)(6), we would like to share with you some pertinent information regarding PharmaCann, LLC. d/b/a PharmaCann (collectively “PharmaCann”). PharmaCann, LLC is a medical marijuana company that holds six (6) licenses in Illinois. PharmaCann was awarded the licenses after an extremely competitive process overseen by the Illinois Departments of Public Health, Financial and Professional Regulation, and Agriculture. PharmaCann was the top grantee of the 369 applicants.

PharmaCann, its founders and investors have been vigorously vetted in Illinois by state regulators and the media. Founders Teddy Scott and John Leja are accomplished Intellectual Property professionals dedicated to providing access to pharmaceutical-grade medicinal cannabis, while protecting the public health and safety. Mr. Scott holds a Ph.D. in molecular biophysics and has more than twenty years experience working with pharmaceutical and biotech development. PharmaCann is guided by an advisory board and senior management of highly sophisticated professionals from pharmaceutical, agricultural and public-facing industries.

Manufacturing pharmaceutical grade botanical extracts and formulating consistently pure products is no easy task. From crop production through primary/secondary packaging, each process must remain under control with appropriate quality control and product assurance. PharmaCann’s Operating Plan demonstrates its ability to meet and exceed these challenges.

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

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

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Section 1 – Manufacturing – Page vi of 246

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Section 1 – Manufacturing – Page vii of 246

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There is no one in the medical marijuana industry like us.

PharmaCann LLC (“PharmaCann”) is uniquely positioned with the experience and capabilities to be the highest quality licensee in New York. PharmaCann is the largest vertically integrated medical marijuana company in the United States. PharmaCann is the only company in the United States with the following qualifications:

- Awarded most permits in the rigorous Illinois medical marijuana licensing process;
- Operating at least one manufacturing and four dispensary locations in a single state;
- Ability to complete construction of multiple manufacturing and dispensary locations in a State within six months of permit award grant;
- Founders, partners and employees completely unassociated with any history of illegal, underground or black market marijuana production; and
- Operating with pharmaceutical development and production experience.

PharmaCann possesses the most medical marijuana licenses (total of six) in the highly regulated and competitive state of Illinois. With its two cultivation and manufacturing facilities and four dispensary facilities, PharmaCann currently is developing and operating over 80,000 sq. ft. of cultivation and production space and over 12,000 sq. ft. of dispensary space.

PharmaCann reached its position of prominence through its professionalism and commitment to high standards, traits that are not historically found in the burgeoning medical marijuana industry. PharmaCann was formed in 2013 when its founders, all values-oriented professionals, saw an opportunity to bring mainstream business practices, professionalism and ethical standards to a growing industry in need

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Section 1 – Manufacturing – Page 7 of 246

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Section 1 – Manufacturing – Page 9 of 246

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Section 1 – Manufacturing – Page 11 of 246

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Section 1 – Manufacturing – Page 13 of 246

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Section 1 – Manufacturing – Page 124 of 246

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Section 1 – Manufacturing – Page 125 of 246

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Section 1 – Manufacturing – Page 128 of 246

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Section 1 – Manufacturing – Page 129 of 246

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Section 1 – Manufacturing – Page 140 of 246

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Section 1 – Manufacturing – Page 175 of 246

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Section 1 – Manufacturing – Page 180 of 246

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Section 1 – Manufacturing – Page 182 of 246

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Section 1 – Manufacturing – Page 195 of 246

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Section 1 – Manufacturing – Page 2 of 246

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Section 1 – Manufacturing – Page 3 of 246

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Attachment 1B Cultivation Crop Flow

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Attachment 1C Warehousing Receipt of Material

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Attachment 1D Warehouse Distribution (internal processes)

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Attachment 1E Warehouse Distribution (external dispensaries)

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Attachment 1F Transportation

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Attachment 1G Internal Processing

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Attachment 2 Hamptonburg GANNT Construction Schedule

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Attachment 3 Starting Strain Analysis

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Attachment 4 Mother Stock Schedule.

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Attachment 8 Schematic of Extract, Laboratory and Preparation Rooms

Section 1 – Manufacturing – Page 19 of 246

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Attachment 9 Extraction Processing SOP

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Attachment 10 Laboratory Processing General SOP

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Attachment 11 Cannabinoid Profiling and Contaminant Screening SOP

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Attachment 13 Laboratory Extract Development SOP

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Attachment 14 Formulation SOPs

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Attachment 15 [REDACTED] Filling & Primary Packaging SOP

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Attachment 16 Capsule Filling and Primary Packaging SOP

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Attachment 20 Quality Assurance SOPs

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Attachment 21 [REDACTED] Secondary Packaging SOP

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Attachment 22 Capsule Secondary Packaging SOP

Section 1 – Manufacturing – Page 33 of 246

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**Architecture Construction Detail Drawings and Engineering for Manufacturing Facility
(External Exhibit)**

Section 1 – Manufacturing – Page 37 of 246

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Attachment D – Operating Plan

Section 2 – Transport and Distribution



PharmaCann

Section 2

Transport and Distribution (§ 1004.5(b)(4))

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There is no one in the medical marijuana industry like us.

PharmaCann LLC (“PharmaCann”) is uniquely positioned with the experience and capabilities to be the highest quality licensee in the State of New York. PharmaCann is the largest vertically integrated medical marijuana company in the United States. PharmaCann is the only company in the United States with the following qualifications:

- Awarded most permits in the rigorous Illinois medical marijuana licensing process;
- Operating two manufacturing and four dispensary locations in a single state;
- Ability to complete construction of two manufacturing and four dispensary locations within six months of permit award;
- Founders, partners and employees completely free of any background of illegal, underground, or black market marijuana production;
- Operating with pharmaceutical development and production experience.

PharmaCann possesses the most medical marijuana licenses (six total) in the highly regulated and competitive state of Illinois. With its two cultivation and manufacturing facilities and four dispensary facilities, PharmaCann currently operates over 80,000 sq. ft. of cultivation and production space and over 12,000 sq. ft. of dispensary space.

PharmaCann has reached its position of prominence through its professionalism and commitment to high standards, traits that are not historically found in the burgeoning medical marijuana industry. PharmaCann was formed in 2013 when its founders, values-oriented professionals, saw an opportunity to bring mainstream business practices, professionalism and ethical standards to a growing industry in need.

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

Section 2 – Transport and Distribution

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Section 2

Transportation and Distribution

PharmaCann LLC submits the following Transportation and Distribution Plan to the State of New York Department of Health (“Department”), pursuant to the State of New York’s Medical Marihuana Program (“MMJ Program”).

I. Executive Summary for Transportation and Distribution

PharmaCann LLC and PharmaCann (collectively the “Company”) is sensitive to the nature of the medical marihuana business and a desire by the State of New York, the Department, and local law enforcement to prevent the unlawful diversion, abuse, and other illegal or unauthorized conduct relating to medical marihuana. This section of the Application for Registration describes the Company’s transportation and distribution procedures, which are based on best corporate practices, and meet the requirements of the MMJ Program.

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Attachment 1A - Pesticide, Crop-input and Material Handling

Section 2 – Transport and Distribution

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Attachment 1B - Cultivation Crop Flow

Section 2 – Transport and Distribution

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Attachment 1C - Warehousing Receipt of Material

Section 2 – Transport and Distribution

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Attachment 1D - Warehouse Distribution (internal processes)

Section 2 – Transport and Distribution

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Attachment 1E - Warehouse Distribution (external dispensaries)

Section 2 – Transport and Distribution

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Attachment 1F - Transportation

Section 2 – Transport and Distribution

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Attachment 1G - Internal Processing

Section 2 – Transport and Distribution

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Attachment 3 Purchase Order

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Section 2 – Transport and Distribution

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Section 2 – Transport and Distribution

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Attachment 6 Intended Delivery Vehicle

Section 2 – Transport and Distribution

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Process Flow Diagram Architectural Drawings (External Exhibit)

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Attachment D – Operating Plan

Section 3 – Dispensing and Sale



PharmaCann

Section 3
Dispensing and Sale (§ 1004.5(b)(4))

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There is no one in the medical marijuana industry like us.

PharmaCann LLC (“PharmaCann”) is uniquely positioned with the experience and capabilities to be the highest quality licensee in New York. PharmaCann is the largest vertically integrated medical marijuana company in the United States. PharmaCann is the only company in the United States with the following qualifications:

- Awarded most permits in the rigorous Illinois medical marijuana licensing process;
- Operating two manufacturing and four dispensary locations in a single state;
- Ability to complete construction of multiple manufacturing and dispensary locations within six months of permit award;
- Founders, partners and employees completely free of any background of illegal, underground, or black market marijuana production;
- Operating with pharmaceutical development and production experience.

PharmaCann was awarded the most medical marijuana licenses (six total) in the highly regulated and competitive state of Illinois. With its two cultivation and manufacturing facilities and four dispensary facilities, PharmaCann currently operates over 80,000 sq. ft. of cultivation and production space and over 12,000 sq. ft. of dispensary space.

PharmaCann has reached prominence through its professionalism and commitment to high standards, traits not historically found in the burgeoning medical marijuana industry. PharmaCann was formed in 2013 when its founders, values-oriented professionals, saw an opportunity to bring mainstream bus

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Section 3 - Dispensing and Sale

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Section 3

Dispensing and Sale

PharmaCann LLC submits the following Dispensing and Sale Plan (Manufacturing Facility – Dispensary Security in separate document) to the State of New York Department of Health (“Department”), pursuant to the State of New York’s Medical Marihuana Program (“MMJ Program”).

I. Executive Summary for Dispensary Operation and Sale Practices

PharmaCann LLC d/b/a PharmaCann (collectively “the Company”) is sensitive to the nature of the medical marihuana business and a desire by the State of New York, the Department, and local law enforcement to prevent unlawful diversion, abuse, and other illegal or unauthorized conduct relation to medical marihuana. This section of the Application for Registration describes the Company’s dispensary operation and management procedures, which are based on best corporate practices and comply with the requirements of the MMJ program.

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Attachment 1 Dispensary Sales Flow PowerPoint

Section 3 - Dispensing and Sale

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Attachment 4 Dispensary Training PowerPoint

Section 3 - Dispensing and Sale

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Section 3 - Dispensing and Sale

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Attachment 6 HPC Packet

Section 3 - Dispensing and Sale

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National Institute
on Drug Abuse

DrugFacts

www.drugabuse.gov

Marijuana

What is marijuana?

Marijuana refers to the dried leaves, flowers, stems, and seeds from the hemp plant, *Cannabis sativa*. The plant contains the mind-altering chemical *delta-9-tetrahydrocannabinol* (THC) and other related compounds.

Extracts with high amounts of THC can also be made from the cannabis plant (see "Marijuana Extracts" on page 2).



Marijuana is the most commonly used illicit drug in the United States (SAMHSA, 2014). Its use is widespread among young people. According to a yearly survey of middle and high school students, rates of marijuana use have steadied in the past few years after several years of increase. However, the number of young people who believe marijuana

use is risky is decreasing (Johnston, 2014).

Legalization of marijuana for medical use or adult recreational use in a growing number of states may affect these views. Read more about marijuana as medicine in *DrugFacts: Is Marijuana Medicine?* at www.drugabuse.gov/publications/drugfacts/marijuana-medicine.

How do people use marijuana?

People smoke marijuana in hand-rolled cigarettes (*joints*) or in pipes or water pipes (*bongs*). They



also smoke it in *blunts*—emptied cigars that have been partly or completely refilled with marijuana. To avoid inhaling smoke, more people are using vaporizers. These devices pull the active ingredients (including THC) from the marijuana and collect their vapor in a storage unit. A person then inhales the vapor, not the smoke.

Users can mix marijuana in food (*edibles*), such as brownies, cookies, or

candy, or brew it as a tea. A newly popular method of use is smoking or eating different forms of THC-rich resins (see "Marijuana Extracts").

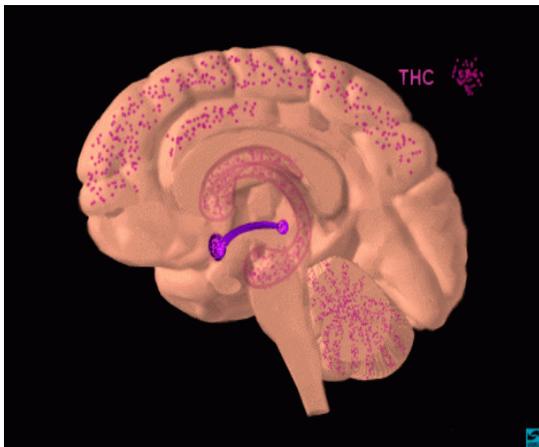
How does marijuana affect the brain?

Marijuana has both short-and long-term effects on the brain.

Short-term effects

When a person smokes marijuana, THC quickly passes from the lungs into the bloodstream. The blood carries the chemical to the brain and other organs throughout the body. The body absorbs THC more slowly when the person eats or drinks it. In that case, the user generally feels the effects after 30 minutes to 1 hour.

THC acts on specific brain cell receptors that ordinarily react to natural THC-like chemicals in the brain. These natural chemicals play a role in normal brain development and function.



THC (in magenta) acts on numerous areas in the brain.

Marijuana Extracts

Smoking THC-rich resins extracted from the marijuana plant is on the rise. Users call this practice *dabbing*. People are using various forms of these extracts, such as:

- *hash oil* or *honey oil*—a gooeey liquid
- *wax* or *budder*—a soft solid with a texture like lip balm
- *shatter*—a hard, amber-colored solid

These extracts can deliver extremely large amounts of THC to users, and their use has sent some people to the emergency room. Another danger is in preparing these extracts, which usually involves butane (lighter fluid). A number of people who have used butane to make extracts at home have caused fires and explosions and have been seriously burned.

Marijuana overactivates parts of the brain that contain the highest number of these receptors. This causes the "high" that users feel. Other effects include:

- altered senses (for example, seeing brighter colors)
- altered sense of time
- changes in mood
- impaired body movement
- difficulty with thinking and problem-solving
- impaired memory

Long-term effects

Marijuana also affects brain development. When marijuana users begin using as teenagers, the drug may reduce thinking, memory, and learning functions and affect how the brain builds connections between the areas necessary for these functions.

Marijuana's effects on these abilities may last a long time or even be permanent.

For example, a study showed that people who started smoking marijuana heavily in their teens and had an ongoing cannabis use disorder lost an average of eight IQ points between ages 13 and 38. The lost mental abilities did not fully return in those who quit marijuana as adults. Those who started smoking marijuana as adults did not show notable IQ declines (Meier, 2012).

What are the other health effects of marijuana?

Marijuana use may have a wide range of effects, both physical and mental.

Physical effects

- **Breathing problems.** Marijuana smoke irritates the lungs, and frequent marijuana smokers can have the same breathing problems that tobacco smokers have. These problems include daily cough and phlegm, more frequent lung illness, and a higher risk of lung infections. Researchers still do not know whether marijuana smokers have a higher risk for lung cancer.
- **Increased heart rate.** Marijuana raises heart rate for up to 3 hours after smoking. This effect may increase the chance of heart attack. Older people and those with heart problems may be at higher risk

A Rise in Marijuana's THC Levels

The amount of THC in marijuana has been increasing steadily over the past few decades. For a new user, this may mean exposure to higher THC levels with a greater chance of a harmful reaction. Higher THC levels may explain the rise in emergency room visits involving marijuana use.

The popularity of edibles also increases the chance of users having harmful reactions. Edibles take longer to digest and produce a high. Therefore, people may consume more to feel the effects faster, leading to dangerous results.

Dabbing is yet another growing trend. More people are using marijuana extracts that provide stronger doses, and therefore stronger effects, of THC (see "Marijuana Extracts" on page 2).

Higher THC levels may mean a greater risk for addiction if users are regularly exposing themselves to high doses.

- **Problems with child development during and after pregnancy.** Marijuana use during pregnancy is linked to increased risk of both brain and behavioral problems in babies. If a pregnant woman uses marijuana, the drug may affect certain developing parts of the fetus's brain. Resulting challenges for the child may include problems with attention, memory, and

problem-solving.

Mental effects

Long-term marijuana use has been linked to mental illness in some users, such as:

- temporary *hallucinations*—sensations and images that seem real though they are not
- temporary *paranoia*—extreme and unreasonable distrust of others
- worsening symptoms in patients with *schizophrenia* (a severe mental disorder with symptoms such as hallucinations, paranoia, and disorganized thinking)



Marijuana use has also been linked to other mental health problems, such as:

- depression
- anxiety
- suicidal thoughts among teens

Is marijuana addictive?

Contrary to common belief, marijuana can be addictive. Research suggests that about 1 in 11 users becomes addicted to marijuana (Anthony, 1994; Lopez-Quintero 2011). This number increases among those who start as teens (to

about 17 percent, or 1 in 6) and among people who use marijuana daily (to 25-50 percent) (Hall, 2009a; Hall, 2009b).

How Does Marijuana Affect a User's Life?

Compared to nonusers, heavy marijuana users more often report the following:

- lower life satisfaction
- poorer mental health
- poorer physical health
- more relationship problems

Users also report less academic and career success. For example, marijuana use is linked to a higher likelihood of dropping out of school (McCaffrey, 2010). It is also linked to more job absences, accidents, and injuries (Zwerling, 1990).

How can people get treatment for marijuana addiction?

Long-term marijuana users trying to quit report withdrawal symptoms that make quitting difficult. These include:

- grouchiness
- sleeplessness
- decreased appetite
- anxiety
- cravings

Behavioral support has been effective in treating marijuana addiction. Examples include therapy and motivational incentives (providing rewards to patients who remain substance free). No medications are currently available to treat marijuana addiction. However, continuing research may lead to new medications that help ease withdrawal symptoms, block the effects of marijuana, and prevent relapse.

Points to Remember

- Marijuana refers to the dried leaves, flowers, stems, and seeds from the hemp plant, *Cannabis sativa*.
- The plant contains the mind-altering chemical *delta-9-tetrahydrocannabinol* (THC) and other related compounds.
- People use marijuana by smoking, eating, drinking, and inhaling it.
- Smoking THC-rich extracts from the marijuana plant (a practice called *dabbing*) is on the rise.
- THC overactivates certain brain cell receptors, resulting in effects such as:
 - altered senses
 - changes in mood
 - impaired body movement
 - difficulty with thinking and problem-solving
 - impaired memory and learning
- Marijuana use may have a wide range of effects, both physical and mental, which include:
 - breathing illnesses
 - possible harm to a fetus's brain in pregnant users
 - hallucinations and paranoia
- The amount of THC in marijuana has been increasing steadily, creating more harmful effects for users.
- Marijuana can be addictive.
- Treatment for marijuana addiction includes forms of behavioral therapy. No medications currently exist for treatment.

Learn More

For more information on marijuana and marijuana use, visit:

www.drugabuse.gov/publications/research-reports/marijuana-abuse

www.drugabuse.gov/publications/drugfacts/drugged-driving

For more information on marijuana as medicine and on state laws related to marijuana, visit:

www.drugabuse.gov/publications/drugfacts/marijuana-medicine

www.whitehouse.gov/ondcp/state-laws-related-to-marijuana

Monitoring the Future

Learn more about the Monitoring the Future survey, which annually measures drug, alcohol, and tobacco use and related attitudes among teenage students nationwide:

www.drugabuse.gov/related-topics/trends-statistics/monitoring-future

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Attachment 7 Medical Marihuana Information Brochures

Section 3 - Dispensing and Sale

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Technical Security Drawings for Dispensary Facilities (External Exhibit)

Section 3 - Dispensing and Sale

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Attachment D – Operating Plan

Section 4 – Devices



PharmaCann

Section 4
Devices (§ 1004.5(b)(4)(v(i))
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Attachment 2 [REDACTED]
Attachment 3 [REDACTED]

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

Attachment 4

Attachment 5

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Attachment 14

Attachment 15

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Attachment 17

Attachment 18

Attachment 19

There is no one in the medical cannabis industry like us.

PharmaCann LLC (“PharmaCann”) is uniquely positioned with the experience and capabilities to be the highest quality licensee in the State of New York. PharmaCann is the largest vertically integrated medical marijuana company in the United States. PharmaCann is the only company in the United States with the following qualifications:

- Awarded the most permits in the rigorous Illinois medical cannabis licensing process;
- Operating two manufacturing and four dispensary locations in a single state;
- Ability to complete construction of multiple manufacturing and dispensary locations within six months of permit award;
- Founders, partners and employees with backgrounds completely free of illegal, underground, or black market marijuana production experience;
- Operating with pharmaceutical development and production experience.

PharmaCann earned the most medical marijuana licenses (six total) in the highly regulated and competitive state of Illinois. With its two cultivation and manufacturing facilities and four dispensary facilities, PharmaCann currently operates over 80,000 sf. of cultivation and production space and over 12,000 sf. of dispensary space.

PharmaCann achieved a position of prominence through its professionalism and commitment to high standards, traits that are not historically found in the burgeoning medical cannabis industry. PharmaCann was formed in 2013 when its four founders, value driven professionals, saw an opportunity to bring mains

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Section 4 – Devices

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Attachment 3

Section 4 – Devices

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Attachment 4

Section 4 – Devices

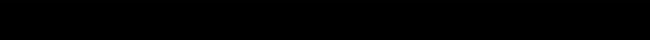
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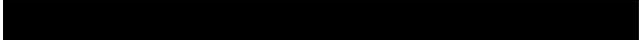


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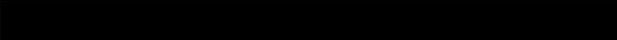
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Section 5 – Security and Control



PharmaCann

Section 5

Security and Control (§ 1004.13)

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There is no one in the medical marihuana industry like us.

PharmaCann, LLC (“PharmaCann”) is uniquely positioned with the experience and capabilities to be the highest quality licensee in the State of New York. PharmaCann is the largest vertically-integrated medical marihuana company in the United States. PharmaCann is the only company in the United States with the following qualifications:

- Awarded the most licenses of any applicant in the recent Illinois medical marihuana licensing process;
- Operating two manufacturing and four dispensary locations within the same state;
- Ability to complete construction of two manufacturing and four dispensary locations in a State within six months of license grant;
- Founders, partners and employees completely unencumbered by illegal, underground marihuana production backgrounds;
- Operating with *bona fide* pharmaceutical development and production experience.

PharmaCann holds the most medical marihuana licenses – six total – in the rigidly regulated and highly competitive state of Illinois. With its two cultivation and manufacturing facilities and four dispensaries, PharmaCann currently operates over 80,000 sq. ft. of cultivation and production space and more than 12,000 sq. ft. of dispensary space.

PharmaCann has reached its position of prominence through professionalism and a commitment to high standards – traits that are historically lacking in the nascent legal medical marihuana industry. PharmaCann was formed in Illinois in 2013 when its four founders, all values-driven professionals, saw an opportunity to bring mainstream

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Section 5 Security and Control Plan

PharmaCann submits the following Security and Control Plan pursuant to the New York Medical Use of Marihuana program and Section 1004.13 (security requirements for manufacturing and dispensing facilities). See 10 NYCRR Ch. 8, Part 1004, Section 1004.13.

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At the head of PharmaCann's security effort is Lt. Col. Pete Farrell (Ret.). Colonel Farrell served for 27 years as an Infantryman and Infantry Officer before retiring as a Lieutenant Colonel and Battalion Commander in 2014. He served with the 82nd Airborne, Army Rangers, 25th Infantry Division and the Old Guard both domestically and in support of the Global war on Terror. He served a variety of progressive leadership positions and has held multiple positions as a Force Protection and Anti-Terrorism Officer, Physical Security, Personnel Security and Industrial Security advisor for Department of Defense agencies and multinational forces. His military awards include the Bronze Star, Legion of Merit, Combat Infantryman's Badge, Master Parachutist, Long Range Surveillance Leaders Course, Army Ranger tab and numerous other awards and decorations.

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Section 5 - Security and Control

1

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Attachment 1 [REDACTED] **Matrix**

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

Attachment 2 [REDACTED] Matrix

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

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

Attachment 3 [REDACTED] Matrix
Redacted pursuant to N.Y. Public Officers Law, Art. 6

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

Attachment 4 [REDACTED] Matrix

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

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Attachment 5 [REDACTED] Matrix
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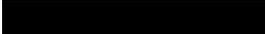
Attachment 6 [REDACTED] Matrix

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

Attachment 7



Matrix

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

Attachment 8 [REDACTED] Matrix

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

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Attachment 9 [REDACTED] Matrix
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Attachment 10 Sample Incident Reporting Form
Redacted pursuant to N.Y. Public Officers Law, Art. 6

Attachment 11 Security Hazard Identification/Assessment
Redacted pursuant to N.Y. Public Officers Law, Art. 6

Attachment 12 PharmaCann Identification Card Administration
Redacted pursuant to N.Y. Public Officers Law, Art. 6

Attachment 13 Transport and Distribution Route [REDACTED]
Redacted pursuant to N.Y. Public Officers Law, Art. 6

Attachment 14 Transport/ Distrib. and Emergency Protocols

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Attachment 15 [REDACTED] **Matrix**

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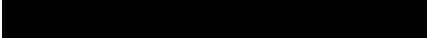
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Attachment 16 [REDACTED] Matrix

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Attachment 17



Matrix

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Attachment 18 [REDACTED] Matrix
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Attachment 19 Dispensary Identification Card Administration
Redacted pursuant to N.Y. Public Officers Law, Art. 6

Attachment 20 Acknowledgement of Security Agreement
Redacted pursuant to N.Y. Public Officers Law, Art. 6

Attachment 21  Matrix
Redacted pursuant to N.Y. Public Officers Law, Art. 6

Attachment 22 [REDACTED] **Matrix**
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Attachment 23  Matrix
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Attachment 24 [REDACTED] Matrix

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Attachment 25 Security Hazard Id/ Assessment
Redacted pursuant to N.Y. Public Officers Law, Art. 6

Attachment 26 [REDACTED] **Matrix**
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Technical Security Drawings and Specifications (External Exhibit)

Attachment D – Operating Plan

Section 6 – Standard Operating Procedures



PharmaCann

Section 6
Standard Operating Procedures § 1005(b)(4)(iii)

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Attachment 4 Filling and Primary Packaging SOPs

Attachment 5 Device SOPs

Attachment 6 Secondary Packaging SOPS

Attachment 7 Quality Assurance SOPS

Attachment 8 Equipment SOPs

Attachment 9 Cultivation SOPs

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Attachment 14 Audit SOPs

Attachment 15 Warehouse SOPs

There is no one in the medical marijuana industry like us.

PharmaCann LLC (“PharmaCann”) is uniquely positioned with the experience and capabilities to be the highest quality licensee in New York. PharmaCann is the largest vertically integrated medical marijuana company in the United States. PharmaCann is the only company in the United States with the following qualifications:

- Awarded most permits in the rigorous Illinois medical marijuana licensing process;
- Operating two manufacturing and four dispensary locations in a single state;
- Ability to complete construction of multiple manufacturing and dispensary locations within six months of permit award;
- Founders, partners and employees completely free of any background of illegal, underground, or black market marijuana production; and
- Operating with pharmaceutical development and production experience.

PharmaCann possesses the most medical marijuana licenses (six total) in the highly regulated and competitive state of Illinois. With its two cultivation and manufacturing facilities and four dispensary facilities, PharmaCann currently operates over 80,000 sq. ft. of cultivation and production space and over 12,000 sq. ft. of dispensary space.

PharmaCann has reached prominence through professionalism and commitment to high standards, traits that are not historically found in the burgeoning medical marijuana industry. PharmaCann was formed in 2013 when its four founders, value-oriented professionals, saw an opportunity to bring mainstream business practices, professionalism and ethical standards to a growing industry in need. [REDACTED]

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

Section 6 – Standard Operation Procedures

3

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Section 6 Standard Operating Procedures

PharmaCann LLC (“PharmaCann” or “Company”) submits the following Standard Operating Procedures Plan pursuant to the New York Medical Marihuana Program (“MMJ Program”), and Section 1004.5(b)(4).

I. Background, Philosophy, and General Approach

PharmaCann is the largest vertically integrated medical marihuana company in the United States. It holds the most production and dispensing licenses in Illinois, a State known for having some of the most stringent medical marihuana cultivation and dispensing regulations. PharmaCann believes it reached its position of prominence because of its resolve to conduct business using the highest professional standards, which includes the development of best practices for standard operations.

PharmaCann is sensitive to the nature of the medical marihuana business and a desire by the citizens of New York, the New York Department of Health (“Department”), and local law enforcement to support the cultivation and dispensing of pharmaceutical-grade medical marihuana to qualifying patients in a way that is safe, secure, and free from illegal or unauthorized activity.

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Attachment 1 Analytical and Exploratory Laboratory SOP's

Section 6 – Standard Operation Procedures

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Attachment 2 Extraction SOP's

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Attachment 3 Formulation SOPs

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Attachment 4 Filling and Primary Packaging SOPs

Section 6 – Standard Operation Procedures

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Attachment 5 Device SOPs

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Attachment 6 Secondary Packaging SOPS

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Attachment 7 Quality Assurance SOPS

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Attachment 8 Equipment SOPs

Section 6 – Standard Operation Procedures

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Attachment 9 Cultivation SOPs

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Attachment 10 Dispensary SOPs

Section 6 – Standard Operation Procedures

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Attachment 11 Drying Area SOPs

Section 6 – Standard Operation Procedures

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Attachment 12 Manufacturing Area SOPs

Section 6 – Standard Operation Procedures

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Attachment 13 Security SOPs

Section 6 – Standard Operation Procedures

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Attachment 14 Audit SOPs

Section 6 – Standard Operation Procedures

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Attachment 15 Warehouse SOPs

Section 6 – Standard Operation Procedures

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Attachment D – Operating Plan

Section 7 – Quality Assurance Plan



PharmaCann

Section 7 – Quality Assurance

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Section 7 - Quality Assurance Plan

There is no one in the medical marijuana industry like us.

PharmaCann LLC (“PharmaCann”) is uniquely positioned with the experience and capabilities to be the highest quality licensee in New York. PharmaCann is the largest vertically integrated medical marijuana company in the United States. PharmaCann is the only company in the United States with the following qualifications:

- Awarded most permits in the rigorous Illinois medical marijuana licensing process;
- Operating multiple manufacturing and dispensary locations in a single state;
- Ability to complete construction of multiple manufacturing and dispensary locations within six months of permit award;
- Founders, partners and employees completely free of any history of illegal, underground, or black market marijuana production;
- Operating with pharmaceutical development and production experience.

PharmaCann holds the most medical marijuana permits (six total) in the highly regulated and competitive state of Illinois. With its two cultivation and manufacturing facilities and four dispensaries, PharmaCann currently operates over 80,000 sq. ft. of cultivation and production space and over 12,000 sq. ft. of dispensary space.

PharmaCann reached its position of prominence through professionalism and commitment to high standards - traits that are not historically found in the burgeoning medical marijuana industry. PharmaCann was formed in 2013 when its four founders, values driven professionals, saw an opportunity to bring mainstream business practices, professionalism and ethical standards to a growing industry in need. [REDACTED]

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Section 7 Quality Assurance

PharmaCann LLC (“PharmaCann” or “Company”) submits the following Standard Operating Procedures Plan pursuant to the New York Medical Marihuana Program (“MMJ Program”), and Section 1004.5(b)(4)(iv).

I. Background, Philosophy, and General Approach

PharmaCann is the largest vertically integrated medical marihuana company in the United States. It holds the most production and dispensing licenses in Illinois, a state with some of the most stringent medical marihuana cultivation and dispensing regulations in the United States. PharmaCann reached its position of prominence by conducting business using the highest professional standards, which includes the development of best practices for standard operations.

PharmaCann is sensitive to the nature of the medical marihuana business and a desire by the State of New York, the New York Department of Health (“Department”), and local law enforcement to support the cultivation and dispensing of pharmaceutical-grade medical marihuana to qualifying patients in New York, in a way that is safe, secure, and free from illegal or unauthorized activity. PharmaCann shares the Department’s concern, and believes that a robust and verifiable quality assurance and quality control (“QA/QC”) program is key to the successful management of risks associated with the medical marihuana sector.

This section identifies the current best practices designed by the PharmaCann professional team, with extensive written and electronic recordkeeping practices and process that provide evidence of compliance.

Consistent with best practices for QA/QC, PharmaCann has retained a corporate Quality Assurance Officer (“QA Officer”) who is a highly trained professional with over twenty years documented experience in QA/QC in the pharmaceutical industry [REDACTED]
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Attachment 1 Extraction QA SOPs

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Attachment 2 Formulation QA SOPs

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Attachment 3 Filling and Primary Packaging QA SOP

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Attachment 4 Secondary Packaging QA SOPs

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Attachment 5 Analytical Laboratory General SOP

Section 7 - Quality Assurance Plan

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This submission and its attachments contains critical infrastructure information, trade secrets, and other highly confidential information in the form of compilation of information, practices, processes, design, commercial methods that are not generally known or reasonably ascertainable by others and by which PharmaCann obtains an economic advantage over others. These materials are submitted to an agency by a commercial enterprise which if disclosed would cause substantial injury to the competitive position of the subject enterprise. PharmaCann objects to any disclosure of this information and requests an exemption from disclosure pursuant to Public Officers Law § 89(5)(a)(1).

Section 7 - Quality Assurance Plan

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Section 7 - Quality Assurance Plan

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Attachment 8 Laboratory Extract Development SOP

Section 7 - Quality Assurance Plan

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Attachment 9 Extract Processing Room Generally SOP

Section 7 - Quality Assurance Plan

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Attachment 10 Marihuana Extract Production SOP

Section 7 - Quality Assurance Plan

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Attachment 11 Formulation Production Room Generally

Section 7 - Quality Assurance Plan

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Attachment 12 Marihuana Formulation Production

Section 7 - Quality Assurance Plan

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Attachment 13 Completion of the USDA GAP Audit Verification Checklist

Section 7 - Quality Assurance Plan

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**USDA Good Agricultural Practices Good Handling Practices
Audit Verification Checklist**



This program is intended to assess a participant's efforts to minimize the risk of contamination of fresh fruits, vegetables, nuts and miscellaneous commodities by microbial pathogens based on the U.S. Food and Drug Administration's "Guide to Minimize Microbial Food Safety Hazards for Fresh Fruits and Vegetables," and generally recognized good agricultural practices.

Firm Name: _____

Contact Person: _____

Audit Site Address: _____

City: _____ **State:** _____ **Zip:** _____

Mailing Address: _____

City: _____ **State:** _____ **Zip:** _____

Telephone No: _____ **Fax:** _____

E-mail: _____

Auditor(s) (list all auditors with the lead listed first):

USDA or Fed-State Office performing audit: _____

Arrival Date: _____ **Time:** _____

Departure Date: _____ **Time:** _____

Travel Time (hours) _____

**Person(s)
Interviewed:**

Did the auditee participate in GAP & GHP training?

Yes No

Is there a map that accurately represents the farm operations?

Yes No N/A

Legal Description/GPS/Lat.&Long. of Location: _____

Are all crop production areas located on this audit site?

Yes No N/A

Total acres farmed (Owned, leased/rented, contracted, consigned): _____

Does the company have more than one packing facility?

Yes No N/A

Is there a floor plan of the packing house facility(s) indicating flow of product, storage areas, cull areas, employee break rooms, restrooms, offices?

Yes No N/A

Is any product commingled prior to packing?

Yes No

Audit Scope: (Please check all scopes audited)

General Questions (All audits must begin with and pass this portion)

Part 1 – Farm Review.....

Part 2 - Field Harvest and Field Packing Activities.....

Part 3 - House Packing Facility.....

Part 4 – Storage and Transportation.....

Part 5 – (Not Used)

Part 6 – Wholesale Distribution Center/Terminal Warehouse.....

Part 7 – Preventive Food Defense Procedures.....

Commodities:

Conditions Under Which an Automatic "Unsatisfactory" Will be Assessed

- **An immediate food safety risk is present when produce is grown, processed, packed or held under conditions that promote or cause the produce to become contaminated.**
- **The presence or evidence of rodents, an excessive amount of insects or other pests in the produce during packing, processing or storage.**
- **Observation of employee practices (personal or hygienic) that have jeopardized or may jeopardize the safety of the produce.**
- **Falsification of records.**
- **Answering of Questions P1 or P2 as "NO".**

Auditor Completion Instructions

- **For clarification and guidance in answering these questions, please refer to the Good Agricultural Practices & Good Handling Practices Audit Verification Program Policy and Instruction Guide.**
- **Place the point value for each question in the proper column (Yes, No, or N/A).**
- **Gray boxes in the "N/A" column indicate that question cannot be answered "N/A".**
- **Any "N/A" or "No" designation must be explained in the comments section.**
- **The "Doc" column:**
 - **A "D" indicates that a document(s) is required to show conformance to the question. A document may be a combination of standard operating procedures outlining company policy as well as a record indicating that a particular action was taken.**
 - **A "R" indicates that a record is required to be kept showing an action was taken.**
 - **A "P" indicates that a policy/standard operating procedure (SOP) must be documented in the food safety plan in order to show conformance to the question.**

General Questions

Implementation of a Food Safety Program

Questions		Points	Yes	NO	N/A	Doc
P-1	A documented food safety program that incorporates GAP and/or GHP has been implemented.					D
P-2	The operation has designated someone to implement and oversee an established food safety program. Name _____					D

Traceability

Questions		Points	Yes	NO	N/A	Doc
G-1	A documented traceability program has been established.	15				D
G-2	The operation has performed a "mock recall" that was proven to be effective.	10				R

Worker Health & Hygiene

Questions		Points	Yes	NO	N/A	Doc
G-3	Potable water is available to all workers.	10				R
G-4	All employees and all visitors to the location are required to follow proper sanitation and hygiene practices.	10				P
G-5	Training on proper sanitation and hygiene practices is provided to all staff.	15				D
G-6	Employees and visitors are following good hygiene/sanitation practices.	15				
G-7	Employees who handle or package produce are washing their hands before beginning or returning to work.	15				
G-8	Readily understandable signs are posted to instruct employees to wash their hands before beginning or returning to work.	10				
G-9	All toilet/restroom/field sanitation facilities are clean. They are properly supplied with single use towels, toilet paper, hand soap or anti-bacterial soap, and potable water for hand washing.	15				
G-10	All toilet/restroom/field sanitation facilities are serviced and cleaned on a scheduled basis.	10				R

Total Points earned for General Questions =

Total Possible = 180 *The total number of points possible for this section.*

Subtract "N/A" = _____ *Enter the additive number of N/A points (+points) here.*

Adjusted Total = _____ *Subtract the N/A points from the Total possible points*

X .8 (80%) *Multiply the Adjusted Total by .8 and show it as the Passing Score*

Passing Score = _____

Pass **Fail** **(please mark one)**

This program is intended to assess a participant's efforts to minimize the risk of contamination of fresh fruits, vegetables, nuts and miscellaneous commodities by microbial pathogens based on the U.S. Food and Drug Administration's "Guide to Minimize Microbial Food Safety Hazards for Fresh Fruits and Vegetables," and generally recognized good agricultural practices.

For further information regarding the USDA GAP & GHP Audit Program, please contact:

USDA Fruit and Vegetable Program, Specialty Crops Inspection Division, Audit Services Branch at 202-720-5021, or FVAudits@ams.usda.gov



Part 1 - Farm Review

Water Usage

(1-1) What is the source of irrigation water? (Pond, Stream, Well, Municipal, Other)
 Please specify:

(1-2) How are crops irrigated? (Flood, Drip, Sprinkler, Other) Please specify:

Questions		Points	Yes	NO	N/A	Doc
1-3	A water quality assessment has been performed to determine the quality of water used for irrigation purpose on the crop(s) being applied.	15				D
1-4	A water quality assessment has been performed to determine the quality of water use for chemical application or fertigation method.	15				D
1-5	If necessary, steps are taken to protect irrigation water from potential direct and non-point source contamination.	15				

Sewage Treatment

Questions		Points	Yes	NO	N/A	Doc
1-6	The farm sewage treatment system/septic system is functioning properly and there is no evidence of leaking or runoff.	15				
1-7	There is no municipal/commercial sewage treatment facility or waste material landfill adjacent to the farm.	10				

Animals/Wildlife/Livestock

Questions		Points	Yes	NO	N/A	Doc
1-8	Crop production areas are not located near or adjacent to dairy, livestock, or fowl production facilities unless adequate barriers exist.	15				
1-9	Manure lagoons located near or adjacent to crop production areas are maintained to prevent leaking/overflowing, or measures have been taken to stop runoff from contaminating the crop production areas.	10				

Questions		Points	Yes	NO	N/A	Doc
1-10	Manure stored near or adjacent to crop production areas is contained to prevent contamination of crops.	10				
1-11	Measures are taken to restrict access of livestock to the source or delivery system of crop irrigation water.	10				
1-12	Crop production areas are monitored for the presence or signs of wild or domestic animals the entering the land.	5				R
1-13	Measures are taken to reduce the opportunity for wild and/or domestic animals from entering crop production areas.	5				R

Manure and Municipal Biosolids

Please choose one of the following options as it relates to the farm operations:

_____ Option A. Raw manure or a combination of raw and composed manure is used as a soil amendment.

_____ Option B. Only composted manure/treated municipal biosolids are used as soil amendments.

_____ Option C. No manure or municipal biosolids of any kind are used as soil amendments.

Only answer the following manure questions (questions 1-14 to 1-22) that are assigned to the Option chosen above. DO NOT answer the questions from the other two options. The points from the manure and municipal biosolids are worth 35 of a total 190 points, and answering questions from the other two options will cause the points to calculate incorrectly.

Option A: Raw Manure		Points	Yes	NO	N/A	Doc
1-14	When raw manure is applied, it is incorporated at least 2 weeks prior to planting or a minimum of 120 days prior to harvest.	10				R
1-15	Raw manure is not used on commodities that are harvested within 120 days of planting.	10				R
1-16	If both raw and treated manure are used, the treated manure is properly treated, composted or exposed to reduce the expected levels of pathogens.	10				R
1-17	Manure is properly stored prior to use.	5				

Option B: Composted Manure		Points	Yes	NO	N/A	Doc
1-18	Only composted manure and/or treated biosolids are used as a soil amendment.	10				R
1-19	Composted manure and/or treated biosolids are properly treated, composted, or exposed to environmental conditions that would lower the expected level of pathogens.	10				D
1-20	Composted manure and/or treated biosolids are properly stored and are protected to minimize recontamination.	10				
1-21	Analysis reports are available for composted manure/treated biosolids.	5				R
Option C: No Manure/Biosolids Used		Points	Yes	NO	N/A	Doc
1-22	No animal manure or municipal biosolids are used.	35				P

Soils

Questions		Points	Yes	NO	N/A	Doc
1-23	A previous land use risk assessment has been performed.	5				R
1-24	When previous land use history indicates a possibility of contamination, preventative measures have been taken to mitigate the known risks and soils have been tested for contaminants and the land use is commensurate with test results.	10				R
1-25	Crop production areas that have been subjected to flooding are tested for potential microbial hazards.	5				R

Traceability

Questions		Points	Yes	NO	N/A	Doc
1-26	Each production area is identified or coded to enable traceability in the event of a recall.	10				R

COMMENTS:						

Total Points earned for Farm Review = _____

Total Possible = 190 *The total number of points possible for this section.*

Subtract "N/A" = _____ *Enter the additive number of N/A points (+points) here.*

Adjusted Total = _____ *Subtract the N/A points from the Total possible points*

X .8 (80%) *Multiply the Adjusted Total by .8 and show it as the Passing Score*

Passing Score = _____

Pass **Fail** **(please mark one)**

This program is intended to assess a participant's efforts to minimize the risk of contamination of fresh fruits, vegetables, nuts and miscellaneous commodities by microbial pathogens based on the U.S. Food and Drug Administration's "Guide to Minimize Microbial Food Safety Hazards for Fresh Fruits and Vegetables," and generally recognized good agricultural practices.

Part 2 - Field Harvest and Field Packing Activities

Field Sanitation and Hygiene

Questions		Points	Yes	NO	N/A	Doc
2-1	A documented pre-harvest assessment is made on the crop production areas. Risks and possible sources of crop contamination are noted and assessed.	15				D
2-2	The number, condition, and placement of field sanitation units comply with applicable state and/or federal regulations.	10				
2-3	When question 2-2 is answered "N/A" (sanitation units are not required), a toilet facility is readily available for all workers.	10				
2-4	Field sanitation units are located in a location that minimizes the potential risk for product contamination and are directly accessible for servicing.	10				
2-5	A response plan is in place for the event of a major spill or leak of field sanitation units or toilet facilities.	10				P

Field Harvesting and Transportation

Questions		Points	Yes	NO	N/A	Doc
2-6	All harvesting containers and bulk hauling vehicles that come in direct contact with product are cleaned and/or sanitized on a scheduled basis and kept as clean as practicable.	10				D
2-7	All hand harvesting equipment and implements (knives, pruners machetes, etc.) are kept as clean as practical and are disinfected on a scheduled basis.	10				D
2-8	Damaged containers are properly repaired or disposed of.	5				
2-9	Harvesting equipment and/or machinery which comes into contact with product is in good repair.	10				
2-10	Light bulbs and glass on harvesting equipment are protected so as not to contaminate produce or fields in the case of breakage.	10				

USDA Good Agricultural Practices and Good Handling Practices
Audit Verification Checklist

Questions		Points	Yes	NO	N/A	Doc
2-11	There is a standard operating procedure or instructions on what measures should be taken in the case of glass/plastic breakage and possible contamination during harvesting operations.	5				P
2-12	There is a standard operating procedure or instructions on what measures should be taken in the case of product contamination by chemicals, petroleum, pesticides or other contaminating factors.	5				P
2-13	For mechanically harvested product, measures are taken during harvest to inspect for and remove foreign objects such as glass, metal, rocks, or other dangerous/toxic items.	5				
2-14	Harvesting containers, totes, etc. are not used for carrying or storing non- produce items during the harvest season, and farm workers are instructed in this policy.	5				P
2-15	Water applied to harvested product is microbially safe.	15				R
2-16	Efforts have been made to remove excessive dirt and mud from product and/or containers during harvest.	5				
2-17	Transportation equipment used to move product from field to storage areas or storage areas to processing plant which comes into contact with product is clean and in good repair.	10				
2-18	There is a policy in place and has been implemented that harvested product being moved from field to storage areas or processing plants are covered during transportation.	5				P
2-19	In ranch or field pack operations, only new or sanitized containers are used for packing the product.	10				D
2-20	Packing materials used in ranch or field pack operations are properly stored and protected from contamination.	10				
2-21	Product moving out of the field is uniquely identified to enable traceability in the event of a recall.	10				D

Part 3 - HOUSE PACKING FACILITY

Receiving

Questions		Points	Yes	NO	N/A	Doc
3-1	Product delivered from the field which is held in a staging area prior to packing or processing is protected from possible contamination.	5				
3-2	Prior to packing, product is properly stored and/or handled in order to reduce possible contamination.	5				

Washing/Packing Line

Questions		Points	Yes	NO	N/A	Doc
3-3	Source water used in the packing operation is potable.	15				R
3-4	If applicable, the temperature of processing water used in dump tanks, flumes, etc., is monitored and is kept at temperatures appropriate for the commodity.	10				D
3-5	Processing water is sufficiently treated to reduce microbial contamination.	10				D
3-6	Water-contact surfaces, such as dump tanks, flumes, wash tanks and hydro coolers, are cleaned and/or sanitized on a scheduled basis.	10				D
3-7	Water treatment (strength levels and pH) and exposure time is monitored and the facility has demonstrated it is appropriate for the product.	10				D
3-8	Food contact surfaces are in good condition; cleaned and/or sanitized prior to use and cleaning logs are maintained.	15				D
3-9	Product flow zones are protected from sources of contamination.	10				
3-10	The water used for cooling and/or making ice is potable.	15				R
3-11	Any ice used for cooling produce is manufactured, transported and stored under sanitary conditions.	10				R

Packing House Worker Health & Hygiene

Questions		Points	Yes	NO	N/A	Doc
3-12	Employee facilities (locker rooms, lunch and break areas, etc.) are clean and located away from packing area.	10				
3-13	When there is a written policy regarding the use of hair nets/beard nets in the production area, it is being followed by all employees and visitors.	5				P
3-14	When there is a written policy regarding the wearing of jewelry in the production area, it is being followed by all employees and visitors.	5				P

Packing House General Housekeeping

Questions		Points	Yes	NO	N/A	Doc
3-15	Only food grade approved and labeled lubricants are used in the packing equipment/machinery.	10				R
3-16	Chemicals not approved for use on product are stored and segregated away from packing area.	10				
3-17	The plant grounds are reasonably free of litter and debris.	5				
3-18	The plant grounds are reasonably free of standing water.	5				
3-19	Outside garbage receptacles/dumpsters are closed or are located away from packing facility entrances and the area around such sites is reasonably clean.	5				
3-20	Packing facilities are enclosed.	5				
3-21	The packing facility interior is clean and maintained in an orderly manner.	5				
3-22	Floor drains appear to be free of obstructions.	5				
3-23	Pipes, ducts, fans and ceilings which are over food handling operations, are clean.	5				
3-24	Glass materials above product flow zones are contained in case of breakage.	10				
3-25	Possible wastewater spillage is prevented from contaminating any food handling area by barriers, drains, or a sufficient distance.	10				
3-26	There is a policy describing procedures which specify handling/disposition of finished product that is opened, spilled, or comes into contact with the floor.	15				P

Questions		Points	Yes	NO	N/A	Doc
3-27	Only new or sanitized containers are used for packing the product.	10				D
3-28	Pallets and containers are clean and in good condition.	5				
3-29	Packing containers are properly stored and protected from contamination (birds, rodents, and other pests).	10				

Pest Control

Questions		Points	Yes	NO	N/A	Doc
3-30	Measures are taken to exclude animals or pests from packing and storage facilities.	10				D
3-31	There is an established pest control program for the facility.	10				D
3-32	Service reports for the pest control program are available for review.	5				R
3-33	Interior walls, floors and ceilings are well maintained and are free of major cracks and crevices.	5				

Traceability

Questions		Points	Yes	NO	N/A	Doc
3-34	Records are kept recording the source of incoming product and the destination of outgoing product which is uniquely identified to enable traceability.	10				D

COMMENTS:

USDA Good Agricultural Practices Good Handling Practices
 Audit Verification Checklist

Total Points earned for House Packing Facility = _____

Total Possible = 290 *The total number of points possible for this section.*

Subtract "N/A" = _____ *Enter the additive number of N/A points (+points) here.*

Adjusted Total = _____ *Subtract the N/A points from the Total possible points*

X .8 (80%) *Multiply the Adjusted Total by .8 and show it as the Passing Score*

Passing Score = _____

Pass **Fail** **(please mark one)**

This program is intended to assess a participant's efforts to minimize the risk of contamination of fresh fruits, vegetables, nuts and miscellaneous commodities by microbial pathogens based on the U.S. Food and Drug Administration's "Guide to Minimize Microbial Food Safety Hazards for Fresh Fruits and Vegetables," and generally recognized good agricultural practices.

Part 4 - STORAGE AND TRANSPORTATION

Product, Containers & Pallets

Questions		Points	Yes	NO	N/A	Doc
4-1	The storage facility is cleaned and maintained in an orderly manner.	5				
4-2	Bulk storage facilities are inspected for foreign material prior to use and records are maintained.	5				R
4-3	Storage rooms, buildings, and/or facilities are maintained and sufficiently sealed or isolated and are protected from external contamination.	10				
4-4	Storage grounds are reasonably free of litter and debris.	5				
4-5	Floors in storage areas are reasonably free of standing water.	5				
4-6	Possible wastewater spillage is prevented from contaminating any food handling area by barriers, drains, or sufficient distance.	10				
4-7	There is a policy describing procedures which specify handling/disposition of finished product which is opened, spilled, or comes into contact with the floor.	15				P
4-8	Packing containers are properly stored and sufficiently sealed, to be protected from contamination (birds, rodents, pests, and other contaminants).	10				
4-9	Pallets, pallet boxes, tote bags, and portable bins, etc. are clean, in good condition and do not contribute foreign material to the product.	5				
4-10	Product stored outside in totes, trucks, bins, other containers or on the ground in bulk is covered and protected from contamination.	10				
4-11	Non-food grade substances such as paints, lubricants, pesticides, etc., are not stored in close proximity to the product.	10				
4-12	Mechanical equipment used during the storage process is clean and maintained to prevent contamination of the product.	5				D

Pest Control

Questions		Points	Yes	NO	N/A	Doc
4-13	Measures are taken to exclude animals or pests from storage facilities.	10				D
4-14	There is an established pest control program for the facility.	10				D
4-15	Service reports for the pest control program are available for review.	5				R
4-16	Interior walls, floors, and ceilings are well-maintained and are free of major cracks and crevices.	5				

Ice & Refrigeration

Questions		Points	Yes	NO	N/A	Doc
4-17	The water used for cooling and/or making ice is potable.	15				R
4-18	Manufacturing, storage, and transportation facilities used in making and delivering ice used for cooling the product have been sanitized.	10				R
4-19	Climate-controlled rooms are monitored for temperature and logs are maintained.	5				D
4-20	Thermometer(s) are checked for accuracy and records are available for review.	5				D
4-21	Refrigeration system condensation does not come in contact with produce.	10				
4-22	Refrigeration equipment (condensers, fans, etc.) is cleaned on a scheduled basis.	10				D
4-23	Iced product does not drip on pallets of produce stored below.	10				

Transportation

Questions		Points	Yes	NO	N/A	Doc
4-24	Prior to the loading process, conveyances are required to be clean, in good physical condition, free from disagreeable odors, and from obvious dirt/debris.	10				P
4-25	Produce items are not loaded with potentially contaminating products.	10				P
4-26	Company has a written policy for transporters and conveyances to maintain a specified temperature(s) during transit.	10				P
4-27	Conveyances are loaded to minimize damage to product.	5				P

USDA Good Agricultural Practices and Good Handling Practices
Audit Verification Checklist

Total Points earned for Storage & Transportation = _____

Total Possible = 255 *The total number of points possible for this section.*

Subtract "N/A" = _____ *Enter the additive number of N/A points (+points) here.*

Adjusted Total = _____ *Subtract the N/A points from the Total possible points*

X .8 (80%) *Multiply the Adjusted Total by .8 and show it as the Passing Score*

Passing Score = _____

Pass **Fail** **(please mark one)**

This program is intended to assess a participant's efforts to minimize the risk of contamination of fresh fruits, vegetables, nuts and miscellaneous commodities by microbial pathogens based on the U.S. Food and Drug Administration's "Guide to Minimize Microbial Food Safety Hazards for Fresh Fruits and Vegetables," and generally recognized good agricultural practices.

Part 6-Wholesale Distribution Center/Terminal Warehouses

Receiving

Questions		Points	Yes	NO	N/A	Doc
6-1	All companies that supply fresh produce are required to have passed a third party audit verification of GAP and/or GHP.	15				D
6-2	Upon receiving, conveyances are required to be clean, in good physical condition and free from obvious objectionable odors, dirt and/or debris at time of unloading.	10				P
6-3	Company does not accept produce items that are loaded with or are not protected from potentially contaminating products.	10				P
6-4	Refrigerated commodities are monitored for temperatures at the time of receiving.	5				R
6-5	The company has a written policy regarding the disposition of product when temperatures are not within the company's guidelines at the time of receiving.	5				P

Storage Facility/Temperature Control

Questions		Points	Yes	NO	N/A	Doc
6-6	The facility is clean and maintained in an orderly manner.	5				
6-7	Refrigerated rooms are monitored for temperature and logs are maintained.	5				D
6-8	Thermometer(s) are checked for accuracy and records are available for review.	5				D
6-9	Refrigeration system condensation does not come into contact with produce.	10				
6-10	Refrigeration equipment (condensers, fans, etc.) is cleaned on a scheduled basis.	10				D
6-11	Iced product does not drip on pallets of produce stored below.	10				
6-12	The water used for cooling/ice is potable.	10				R
6-13	Manufacturing, storage, and transportation facilities used in making and delivering ice used for cooling the product are sanitized on a scheduled basis.	10				D
6-14	There is a policy describing procedures which specify handling/disposition of finished product which is opened, spilled, or comes into contact with the floor.	15				P

Questions		Points	Yes	NO	N/A	Doc
6-15	Product flow zones are protected from sources of contamination.	10				
6-16	Glass materials above product flow zones are contained in case of breakage.	10				
6-17	The grounds are reasonably free of litter and debris.	5				
6-18	The grounds are reasonably free of standing water.	5				
6-19	Outside garbage receptacles/dumpsters are closed or are located away from facility entrances and the area around such sites is reasonably clean.	5				
6-20	The facility is enclosed.	5				
6-21	Floor drains appear to be free of obstructions.	5				
6-22	Pipes, ducts, fans, and ceilings in the facility are reasonably clean.	5				
6-23	Possible wastewater spillage is prevented from contaminating any food storage or handling area by barriers, drains, or a sufficient distance.	10				
6-24	Non-food grade substances such as paints, lubricants, pesticides, etc., are not stored in close proximity to the product.	10				

Pest Control

Questions		Points	Yes	NO	N/A	Doc
6-25	Measures are taken to exclude animals or pests from the facility.	10				D
6-26	There is an established pest control program for the facility.	10				D
6-27	Service reports for the pest control program are available for review.	5				R
6-28	Interior walls, floors and ceilings are well-maintained and free of major cracks and crevices.	5				

Repacking/Reconditioning

(6-29) Does the facility repack and/or recondition product?

YES NO (please mark one)

If the answer to question 6-29 is YES, answer questions 6-30 through 6-41. If the answer for question 6-29 is NO, then questions 6-30 through 6-41 are answered N/A.

Questions		Points	Yes	NO	N/A	Doc
6-30	Repacking/reconditioning processes are confined to an established location in the facility.	5				P
6-31	Food contact surfaces are in good condition; cleaned and/or sanitized prior to use and cleaning logs are maintained.	15				D
6-32	Source water used in the repacking operation is potable.	15				R
6-33	Processing water is sufficiently treated to reduce microbial contamination.	10				D
6-34	Water treatment (strength levels and pH) and exposure time is monitored and is appropriate for product.	10				D
6-35	If applicable, the temperature of processing water used in dump tanks, flumes, etc., is monitored and is kept at temperatures appropriate for the commodity.	10				D
6-36	Any ice used for cooling produce is manufactured, transported and stored under sanitary conditions.	10				R
6-37	Water used for chilling and/or to make ice is potable.	15				R
6-38	Only food grade approved and labeled lubricants are used in the repacking equipment/machinery.	10				D
6-39	Only new or sanitized containers are used for product repacking.	10				P
6-40	Pallets and other containers are clean and in good condition.	5				
6-41	Packing containers are properly stored and protected from contamination (birds, rodents, and other pests, etc.).	10				

Worker Health and Personal Hygiene

Questions		Points	Yes	NO	N/A	Doc
6-42	Employee facilities (locker rooms, lunch and break areas, etc.) are clean and located away from repack and storage area.	10				
6-43	When there is a written policy regarding the use of hair nets/beard nets in the facility, it is being followed by all affected employees and visitors.	5				P

USDA Good Agricultural Practices and Good Handling Practices
 Audit Verification Checklist

**Total Points earned for Wholesale Distribution
 Center/Terminal Warehouse =** _____

Total Possible = 410 *The total number of points possible for this section.*

Subtract "N/A" = _____ *Enter the additive number of N/A points (+points) here.*

Adjusted Total = _____ *Subtract the N/A points from the Total possible points*

X .8 (80%) *Multiply the Adjusted Total by .8 and show it as the
 Passing Score*

Passing Score = _____

Pass **Fail** **(please mark one)**

This program is intended to assess a participant's efforts to minimize the risk of contamination of fresh fruits, vegetables, nuts and miscellaneous commodities by microbial pathogens based on the U.S. Food and Drug Administration's "Guide to Minimize Microbial Food Safety Hazards for Fresh Fruits and Vegetables," and generally recognized good agricultural practices.

Part 7 - Preventive Food Defense Procedures

Based on the U.S. Food and Drug Administration's Food Producers, Processors, and Transporters:
 Food Security Preventive Measure Guidance for Industry.

Secure Employee/Visitor Procedures

Questions		Points	Yes	NO	N/A	Doc
7-1	The company has a documented food defense plan and a person has been designated to oversee it. Name: _____	5				D
7-2	Food defense training has been provided to all employees.	5				D
7-3	Employees are aware of whom in management they should contact about potential security problems/issues. Name of management representative: _____	5				
7-4	Visitors are required to check in (showing proof of identity) and out, when entering/leaving the facility.	5				D
7-5	The purpose of visitation to site is verified before admittance to the facility.	5				D
7-6	Visitors are prohibited from the packing/storage areas unless accompanied by an employee.	5				D
7-7	Incoming and outgoing employee and visitor vehicles to and from the site are subject to inspection.	5				D
7-8	Parked vehicles belonging to employees and visitors display a decal or placard issued by the facility.	5				
7-9	Staff is prohibited from bringing personal items into the handling or storage areas.	5				D
7-10	Staff access in the facility is limited to the area of their job function and unrestricted areas.	5				D
7-11	Management is aware of which employee should be on the premises, and the area they are assigned to.	5				D
7-12	A system of positive identification of employees has been established and is enforced.	5				

Secure Facility Procedures

Questions		Points	Yes	NO	N/A	Doc
7-13	Uniforms, name tags, or identification badges are collected from employees prior to the termination of employment.	5				D
7-14	The mailroom is located away from the packing/storage facilities.	5				
7-15	Computer access is restricted to specific personnel.	5				D
7-16	A system of traceability of computer transactions has been established.	5				
7-17	A minimum level of background checks has been established for all employees.	5				D
7-18	Routine security checks of the premises are performed for signs of tampering, criminal or terrorist activity.	5				D
7-19	Perimeter of facility is secured by fencing or other deterrent.	5				
7-20	Checklists are used to verify the security of doors, windows, and other points of entry.	5				D
7-21	All keys to the establishment are accounted for.	5				D
7-22	The facility has an emergency lighting system.	5				
7-23	The facility is enclosed.	5				
7-24	Storage or vehicles/containers/trailers/railcars that are not being used are kept locked.	5				
7-25	Delivery schedules have been established.	5				
7-26	The off-loading of incoming materials is supervised.	5				
7-27	The organization has an established policy for rejecting deliveries.	5				D
7-28	Unauthorized deliveries are not accepted.	5				D
7-29	The company does not accept returned (empty) containers for packing of product unless they are sanitized containers intended for reuse.	5				D
7-30	The facility has a program in place to inspect product returned to the facility for tampering.	5				D
7-31	The company has identified the individual(s), with at least one backup, who are responsible for recalling the product.	5				D
7-32	The company has performed a successful mock recall of product to the facility.	5				D

**Total Points earned for Preventative Food Defense
Procedures =** _____

Total Possible = 180 *The total number of points possible for this section.*

Subtract "N/A" = _____ *Enter the additive number of N/A points (+points) here.*

Adjusted Total = _____ *Subtract the N/A points from the Total possible points*

X .8 (80%) *Multiply the Adjusted Total by .8 and show it as the
Passing Score*

Passing Score = _____

Pass **Fail** **(please mark one)**

**Good Agricultural Practices & Good Handling Practices
 Audit Verification Program Scoresheet**



Facility Name (Print) as it should appear on Certificate:			
Street Address (Print):		City (Print):	State (Print):
e-mail Address (Print):		fax number:	Zip (Print):
Date Audit Began:		Date Audit Completed:	Date Audit Requested:
Time Audit Began:		Time Audit Completed:	Date of Previous Audit :
			USDA Commodity Procurement Audit? Check One Yes <input type="checkbox"/> No <input type="checkbox"/>

EVALUATION ELEMENTS

Scopes Requested	Element	Possible Points	Less N/A Points	Adjusted Points	Passing Score*	Facility Score	Pass Fail	Date Passed	General Questions	Reviewing Official	Unannounced
X	General Questions	180									
	Part 1 – Farm Review	190									
	Part 2 – Field Harvesting & Field Packing Activities	185									
	Part 3 – House Packing Facility	290									
	Part 4 – Storage and Transportation	255									
	Part 6 – Wholesale Distribution Center/ Warehouses	410									
	Part 7 – Preventative Food Defense Procedures	180									

*A Passing Score is 80% of the Possible Points, or the Adjusted Points if adjustments are necessary, with no "automatic unsatisfactory" conditions.

Commodities:		
Send completed GAP&GHP Certificate to: (choose one) Inspection office: (list office) Directly to auditee above:		

Lead Auditor Name (Print): _____ Signature & Date: _____

Duty Station: _____ All Scopes Completed: _____

For USDA HQ use:

Reviewing Official Name (Print): _____

Signature & Date: _____

To verify a company's continued good standing in the USDA GAP&GHP Program please visit <http://www.ams.usda.gov/gapgph>

Attachment 14 GMP Audit Checklist for Drug Manufacturers
Redacted pursuant to N.Y. Public Officers Law, Art. 6

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Attachment 15 Dispensary Patient/Caregiver Sales Flow

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Attachment D – Operating Plan

Section 8 – Returns, Complaints, Adverse Events and Recalls



PharmaCann

Section 8
Returns, Complaints, Adverse Events and Recalls (§ 1004.5(b)(4)(v))
Table of Contents

I. Executive Summary.....2
Redacted pursuant to N.Y. Public Officers Law, Art. 6

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

There is no one in the medical marijuana industry like us.

PharmaCann LLC (“PharmaCann”) is uniquely positioned with the experience and capabilities to be the highest quality licensee in New York. PharmaCann is the largest vertically integrated medical marijuana company in the United States. PharmaCann is the only company in the United States with the following qualifications:

- Awarded most permits in the rigorous Illinois medical marijuana licensing process;
- Operating two manufacturing and four dispensary locations in a single state;
- Ability to complete construction of multiple manufacturing and dispensary locations within six months of license award;
- Founders, partners and employees have backgrounds completely free of illegal, underground, or black market marijuana production.
- Operating with pharmaceutical development and production experience.

PharmaCann was awarded the most medical marijuana licenses (six total) in the highly regulated and competitive state of Illinois. With its two cultivation and manufacturing facilities and four dispensary facilities, PharmaCann currently operates over 80,000 sq. ft. of cultivation and production space and over 12,000 sq. ft. of dispensary space.

PharmaCann has reached its position of prominence through its professionalism and commitment to high standards, traits that historically are not found in the burgeoning medical marijuana industry. PharmaCann was formed in 2013 when its four founders, values-oriented professionals, saw an opportunity to bring mainstream business practices, professionalism and ethical standards to a growing industry in need. [REDACTED]

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

Section 8 - Returns, Complaints, Adverse Events and Recalls

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Section 8
Returns, Complaints, Adverse Events and Recalls

PharmaCann, LLC submits the following Return, Complaints, Adverse Events and Recalls Plan pursuant to the NY Medical Marihuana Program. *See* 10 NYCRR Section 1004.5(b)(4)(v).

I. Executive Summary

PharmaCann, LLC (the “Company”) is sensitive to the nature of the medical marihuana business and a desire by the citizens of New York, the New York Department of Health, and local law enforcement to prevent the unlawful diversion, abuse, and other illegal or unauthorized conduct relating to medical marihuana. This section of the Application for Registration describes the Company’s policies and procedures to document and investigate approved medical marihuana product returns, complaints, adverse events and retests, and to provide for rapid voluntary or involuntary recalls of any lot of medical marihuana product (“Plan”).

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

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Section 8 - Returns, Complaints, Adverse Events and Recalls

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Attachment D – Operating Plan

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PharmaCann

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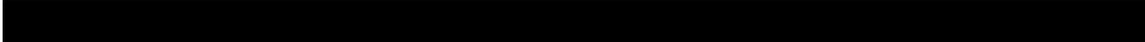
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There is no one in the medical marijuana industry like us.

PharmaCann LLC (“PharmaCann”) is uniquely positioned with the experience and capabilities to be the highest quality licensee in New York. PharmaCann is the largest vertically integrated medical marijuana company in the United States. PharmaCann is the only company in the United States with the following qualifications:

- Awarded most licenses in the Illinois medical marijuana licensing process;
- Operating two manufacturing and four dispensary locations in a single state;
- Ability to complete construction of multiple manufacturing and dispensary locations within six (6) months of license award;
- Founders, partners and employees completely free any background of illegal, underground or black market marijuana production;
- Operating with pharmaceutical development and production experience.

PharmaCann possesses the most medical marijuana licenses (six total) in the highly regulated and competitive state of Illinois. With its two cultivation and manufacturing facilities and four dispensary facilities, PharmaCann currently operates over 80,000 sq. ft. of cultivation and production space and over 12,000 sq. ft. of dispensary space.

PharmaCann reached its position of prominence through its professionalism and commitment to high standards, traits that historically are not found in the burgeoning medical marijuana industry. PharmaCann was formed in 2013 when its four founders, value-oriented professionals, saw an opportunity to bring mainstream business practices, professionalism and ethical standards to a growing industry in need

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Section 9
Product Quality Assurance

PharmaCann LLC submits the following Product Quality Assurance Plan to the State of New York Department of Health (“Department”), pursuant to the State of New York’s Medical Marihuana Program (“MMJ Program”).

I. Overview of Product Quality Assurance Plan to Prevent Contamination

PharmaCann is a vertically integrated medical marihuana company in Illinois, with the most production (2) and dispensing (4) licenses, in a State known for having some of the most stringent medical marihuana cultivation and dispensing regulations. PharmaCann believes it reached its position of prominence because of its resolve to conduct business using the highest professional standards, which includes the development of best practices for standard operations.

PharmaCann is sensitive to the nature of the medical marihuana business and a desire by the State of New York, the New York Department of Health (“Department”), and local law enforcement to support the cultivation and dispensing of pharmaceutical-grade medical marihuana to qualifying patients in New York, in a way that is safe, secure, and free from illegal or unauthorized activity. PharmaCann shares the Department’s concern, and believes that a robust and verifiable quality assurance and quality control (“QA/QC”) program is key to the successful management of risks associated with the medical marihuana sector.

This section of the Application identifies the current best practices designed by the PharmaCann professional team, with extensive written and electronic recordkeeping practices and process that provide evidence of compliance.

Consistent with best practices for QA/QC, PharmaCann has retained a corporate Quality Assurance Officer (“QA Officer”) who is a highly trained professional with over twenty years documented experience in QA/QC in the pharmaceutical industry. [REDACTED]

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Attachment 1 Extraction QA SOPs

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Attachment 2 Formulation QA SOPs

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Attachment 3 Filling and Primary Packaging QA SOP

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Attachment 4 Secondary Packaging QA SOPs

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Attachment 5 Analytical Laboratory General SOP

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Attachment 6 Cannabinoid Profiling and Contaminant Screening SOP

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Attachment 8 Laboratory Extract Development SOP

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Attachment 9 Extract Processing Room Generally SOP

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Attachment 10 Marijuana Extract Production SOP

Section 9 – Product Quality Assurance Plan

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This submission and its attachments contains critical infrastructure information, trade secrets, and other highly confidential information in the form of compilation of information, practices, processes, design, commercial methods that are not generally known or reasonably ascertainable by others and by which PharmaCann obtains an economic advantage over others. These materials are submitted to an agency by a commercial enterprise which if disclosed would cause substantial injury to the competitive position of the subject enterprise. PharmaCann objects to any disclosure of this information and requests an exemption from disclosure pursuant to Public Officers Law § 89(5)(a)(1).

Attachment 11 Formulation Production Room Generally

Section 9 – Product Quality Assurance Plan

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Attachment 12 Marihuana Formulation Production

Section 9 – Product Quality Assurance Plan

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Attachment 13 Completion of the USDA GAP Audit Verification Checklist

Section 9 – Product Quality Assurance Plan

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**USDA Good Agricultural Practices Good Handling Practices
Audit Verification Checklist**



This program is intended to assess a participant's efforts to minimize the risk of contamination of fresh fruits, vegetables, nuts and miscellaneous commodities by microbial pathogens based on the U.S. Food and Drug Administration's "Guide to Minimize Microbial Food Safety Hazards for Fresh Fruits and Vegetables," and generally recognized good agricultural practices.

Firm Name: _____

Contact Person: _____

Audit Site Address: _____

City: _____ **State:** _____ **Zip:** _____

Mailing Address: _____

City: _____ **State:** _____ **Zip:** _____

Telephone No: _____ **Fax:** _____

E-mail: _____

Auditor(s) (list all auditors with the lead listed first):

USDA or Fed-State Office performing audit: _____

Arrival Date: _____ **Time:** _____

Departure Date: _____ **Time:** _____

Travel Time (hours) _____

**Person(s)
Interviewed:**

Did the auditee participate in GAP & GHP training?

Yes No

Is there a map that accurately represents the farm operations?

Yes No N/A

Legal Description/GPS/Lat.&Long. of Location: _____

Are all crop production areas located on this audit site?

Yes No N/A

Total acres farmed (Owned, leased/rented, contracted, consigned): _____

Does the company have more than one packing facility?

Yes No N/A

Is there a floor plan of the packing house facility(s) indicating flow of product, storage areas, cull areas, employee break rooms, restrooms, offices?

Yes No N/A

Is any product commingled prior to packing?

Yes No

Audit Scope: (Please check all scopes audited)

General Questions (All audits must begin with and pass this portion)

Part 1 – Farm Review.....

Part 2 - Field Harvest and Field Packing Activities.....

Part 3 - House Packing Facility.....

Part 4 – Storage and Transportation.....

Part 5 – (Not Used)

Part 6 – Wholesale Distribution Center/Terminal Warehouse.....

Part 7 – Preventive Food Defense Procedures.....

Commodities:

Conditions Under Which an Automatic "Unsatisfactory" Will be Assessed

- **An immediate food safety risk is present when produce is grown, processed, packed or held under conditions that promote or cause the produce to become contaminated.**
- **The presence or evidence of rodents, an excessive amount of insects or other pests in the produce during packing, processing or storage.**
- **Observation of employee practices (personal or hygienic) that have jeopardized or may jeopardize the safety of the produce.**
- **Falsification of records.**
- **Answering of Questions P1 or P2 as "NO".**

Auditor Completion Instructions

- **For clarification and guidance in answering these questions, please refer to the Good Agricultural Practices & Good Handling Practices Audit Verification Program Policy and Instruction Guide.**
- **Place the point value for each question in the proper column (Yes, No, or N/A).**
- **Gray boxes in the "N/A" column indicate that question cannot be answered "N/A".**
- **Any "N/A" or "No" designation must be explained in the comments section.**
- **The "Doc" column:**
 - **A "D" indicates that a document(s) is required to show conformance to the question. A document may be a combination of standard operating procedures outlining company policy as well as a record indicating that a particular action was taken.**
 - **A "R" indicates that a record is required to be kept showing an action was taken.**
 - **A "P" indicates that a policy/standard operating procedure (SOP) must be documented in the food safety plan in order to show conformance to the question.**

General Questions

Implementation of a Food Safety Program

Questions		Points	Yes	NO	N/A	Doc
P-1	A documented food safety program that incorporates GAP and/or GHP has been implemented.					D
P-2	The operation has designated someone to implement and oversee an established food safety program. Name _____					D

Traceability

Questions		Points	Yes	NO	N/A	Doc
G-1	A documented traceability program has been established.	15				D
G-2	The operation has performed a "mock recall" that was proven to be effective.	10				R

Worker Health & Hygiene

Questions		Points	Yes	NO	N/A	Doc
G-3	Potable water is available to all workers.	10				R
G-4	All employees and all visitors to the location are required to follow proper sanitation and hygiene practices.	10				P
G-5	Training on proper sanitation and hygiene practices is provided to all staff.	15				D
G-6	Employees and visitors are following good hygiene/sanitation practices.	15				
G-7	Employees who handle or package produce are washing their hands before beginning or returning to work.	15				
G-8	Readily understandable signs are posted to instruct employees to wash their hands before beginning or returning to work.	10				
G-9	All toilet/restroom/field sanitation facilities are clean. They are properly supplied with single use towels, toilet paper, hand soap or anti-bacterial soap, and potable water for hand washing.	15				
G-10	All toilet/restroom/field sanitation facilities are serviced and cleaned on a scheduled basis.	10				R

Total Points earned for General Questions =

Total Possible = 180 *The total number of points possible for this section.*

Subtract "N/A" = _____ *Enter the additive number of N/A points (+points) here.*

Adjusted Total = _____ *Subtract the N/A points from the Total possible points*

X .8 (80%) *Multiply the Adjusted Total by .8 and show it as the Passing Score*

Passing Score = _____

Pass **Fail** **(please mark one)**

This program is intended to assess a participant’s efforts to minimize the risk of contamination of fresh fruits, vegetables, nuts and miscellaneous commodities by microbial pathogens based on the U.S. Food and Drug Administration’s “Guide to Minimize Microbial Food Safety Hazards for Fresh Fruits and Vegetables,” and generally recognized good agricultural practices.

For further information regarding the USDA GAP & GHP Audit Program, please contact:

USDA Fruit and Vegetable Program, Specialty Crops Inspection Division, Audit Services Branch at 202-720-5021, or FVAudits@ams.usda.gov



Part 1 - Farm Review

Water Usage

**(1-1) What is the source of irrigation water? (Pond, Stream, Well, Municipal, Other)
 Please specify:**

(1-2) How are crops irrigated? (Flood, Drip, Sprinkler, Other) Please specify:

Questions		Points	Yes	NO	N/A	Doc
1-3	A water quality assessment has been performed to determine the quality of water used for irrigation purpose on the crop(s) being applied.	15				D
1-4	A water quality assessment has been performed to determine the quality of water use for chemical application or fertigation method.	15				D
1-5	If necessary, steps are taken to protect irrigation water from potential direct and non-point source contamination.	15				

Sewage Treatment

Questions		Points	Yes	NO	N/A	Doc
1-6	The farm sewage treatment system/septic system is functioning properly and there is no evidence of leaking or runoff.	15				
1-7	There is no municipal/commercial sewage treatment facility or waste material landfill adjacent to the farm.	10				

Animals/Wildlife/Livestock

Questions		Points	Yes	NO	N/A	Doc
1-8	Crop production areas are not located near or adjacent to dairy, livestock, or fowl production facilities unless adequate barriers exist.	15				
1-9	Manure lagoons located near or adjacent to crop production areas are maintained to prevent leaking/overflowing, or measures have been taken to stop runoff from contaminating the crop production areas.	10				

Questions		Points	Yes	NO	N/A	Doc
1-10	Manure stored near or adjacent to crop production areas is contained to prevent contamination of crops.	10				
1-11	Measures are taken to restrict access of livestock to the source or delivery system of crop irrigation water.	10				
1-12	Crop production areas are monitored for the presence or signs of wild or domestic animals the entering the land.	5				R
1-13	Measures are taken to reduce the opportunity for wild and/or domestic animals from entering crop production areas.	5				R

Manure and Municipal Biosolids

Please choose one of the following options as it relates to the farm operations:

_____ Option A. Raw manure or a combination of raw and composed manure is used as a soil amendment.

_____ Option B. Only composted manure/treated municipal biosolids are used as soil amendments.

_____ Option C. No manure or municipal biosolids of any kind are used as soil amendments.

Only answer the following manure questions (questions 1-14 to 1-22) that are assigned to the Option chosen above. DO NOT answer the questions from the other two options. The points from the manure and municipal biosolids are worth 35 of a total 190 points, and answering questions from the other two options will cause the points to calculate incorrectly.

Option A: Raw Manure		Points	Yes	NO	N/A	Doc
1-14	When raw manure is applied, it is incorporated at least 2 weeks prior to planting or a minimum of 120 days prior to harvest.	10				R
1-15	Raw manure is not used on commodities that are harvested within 120 days of planting.	10				R
1-16	If both raw and treated manure are used, the treated manure is properly treated, composted or exposed to reduce the expected levels of pathogens.	10				R
1-17	Manure is properly stored prior to use.	5				

Option B: Composted Manure		Points	Yes	NO	N/A	Doc
1-18	Only composted manure and/or treated biosolids are used as a soil amendment.	10				R
1-19	Composted manure and/or treated biosolids are properly treated, composted, or exposed to environmental conditions that would lower the expected level of pathogens.	10				D
1-20	Composted manure and/or treated biosolids are properly stored and are protected to minimize recontamination.	10				
1-21	Analysis reports are available for composted manure/treated biosolids.	5				R
Option C: No Manure/Biosolids Used		Points	Yes	NO	N/A	Doc
1-22	No animal manure or municipal biosolids are used.	35				P

Soils

Questions		Points	Yes	NO	N/A	Doc
1-23	A previous land use risk assessment has been performed.	5				R
1-24	When previous land use history indicates a possibility of contamination, preventative measures have been taken to mitigate the known risks and soils have been tested for contaminants and the land use is commensurate with test results.	10				R
1-25	Crop production areas that have been subjected to flooding are tested for potential microbial hazards.	5				R

Traceability

Questions		Points	Yes	NO	N/A	Doc
1-26	Each production area is identified or coded to enable traceability in the event of a recall.	10				R

COMMENTS:						

USDA Good Agricultural Practices and Good Handling Practices
 Audit Verification Checklist

Total Points earned for Farm Review = _____

Total Possible = 190 *The total number of points possible for this section.*

Subtract "N/A" = _____ *Enter the additive number of N/A points (+points) here.*

Adjusted Total = _____ *Subtract the N/A points from the Total possible points*

X .8 (80%) *Multiply the Adjusted Total by .8 and show it as the Passing Score*

Passing Score = _____

Pass **Fail** **(please mark one)**

This program is intended to assess a participant's efforts to minimize the risk of contamination of fresh fruits, vegetables, nuts and miscellaneous commodities by microbial pathogens based on the U.S. Food and Drug Administration's "Guide to Minimize Microbial Food Safety Hazards for Fresh Fruits and Vegetables," and generally recognized good agricultural practices.

Part 2 - Field Harvest and Field Packing Activities

Field Sanitation and Hygiene

Questions		Points	Yes	NO	N/A	Doc
2-1	A documented pre-harvest assessment is made on the crop production areas. Risks and possible sources of crop contamination are noted and assessed.	15				D
2-2	The number, condition, and placement of field sanitation units comply with applicable state and/or federal regulations.	10				
2-3	When question 2-2 is answered "N/A" (sanitation units are not required), a toilet facility is readily available for all workers.	10				
2-4	Field sanitation units are located in a location that minimizes the potential risk for product contamination and are directly accessible for servicing.	10				
2-5	A response plan is in place for the event of a major spill or leak of field sanitation units or toilet facilities.	10				P

Field Harvesting and Transportation

Questions		Points	Yes	NO	N/A	Doc
2-6	All harvesting containers and bulk hauling vehicles that come in direct contact with product are cleaned and/or sanitized on a scheduled basis and kept as clean as practicable.	10				D
2-7	All hand harvesting equipment and implements (knives, pruners machetes, etc.) are kept as clean as practical and are disinfected on a scheduled basis.	10				D
2-8	Damaged containers are properly repaired or disposed of.	5				
2-9	Harvesting equipment and/or machinery which comes into contact with product is in good repair.	10				
2-10	Light bulbs and glass on harvesting equipment are protected so as not to contaminate produce or fields in the case of breakage.	10				

USDA Good Agricultural Practices and Good Handling Practices
Audit Verification Checklist

Questions		Points	Yes	NO	N/A	Doc
2-11	There is a standard operating procedure or instructions on what measures should be taken in the case of glass/plastic breakage and possible contamination during harvesting operations.	5				P
2-12	There is a standard operating procedure or instructions on what measures should be taken in the case of product contamination by chemicals, petroleum, pesticides or other contaminating factors.	5				P
2-13	For mechanically harvested product, measures are taken during harvest to inspect for and remove foreign objects such as glass, metal, rocks, or other dangerous/toxic items.	5				
2-14	Harvesting containers, totes, etc. are not used for carrying or storing non- produce items during the harvest season, and farm workers are instructed in this policy.	5				P
2-15	Water applied to harvested product is microbially safe.	15				R
2-16	Efforts have been made to remove excessive dirt and mud from product and/or containers during harvest.	5				
2-17	Transportation equipment used to move product from field to storage areas or storage areas to processing plant which comes into contact with product is clean and in good repair.	10				
2-18	There is a policy in place and has been implemented that harvested product being moved from field to storage areas or processing plants are covered during transportation.	5				P
2-19	In ranch or field pack operations, only new or sanitized containers are used for packing the product.	10				D
2-20	Packing materials used in ranch or field pack operations are properly stored and protected from contamination.	10				
2-21	Product moving out of the field is uniquely identified to enable traceability in the event of a recall.	10				D

Part 3 - HOUSE PACKING FACILITY

Receiving

Questions		Points	Yes	NO	N/A	Doc
3-1	Product delivered from the field which is held in a staging area prior to packing or processing is protected from possible contamination.	5				
3-2	Prior to packing, product is properly stored and/or handled in order to reduce possible contamination.	5				

Washing/Packing Line

Questions		Points	Yes	NO	N/A	Doc
3-3	Source water used in the packing operation is potable.	15				R
3-4	If applicable, the temperature of processing water used in dump tanks, flumes, etc., is monitored and is kept at temperatures appropriate for the commodity.	10				D
3-5	Processing water is sufficiently treated to reduce microbial contamination.	10				D
3-6	Water-contact surfaces, such as dump tanks, flumes, wash tanks and hydro coolers, are cleaned and/or sanitized on a scheduled basis.	10				D
3-7	Water treatment (strength levels and pH) and exposure time is monitored and the facility has demonstrated it is appropriate for the product.	10				D
3-8	Food contact surfaces are in good condition; cleaned and/or sanitized prior to use and cleaning logs are maintained.	15				D
3-9	Product flow zones are protected from sources of contamination.	10				
3-10	The water used for cooling and/or making ice is potable.	15				R
3-11	Any ice used for cooling produce is manufactured, transported and stored under sanitary conditions.	10				R

Packing House Worker Health & Hygiene

Questions		Points	Yes	NO	N/A	Doc
3-12	Employee facilities (locker rooms, lunch and break areas, etc.) are clean and located away from packing area.	10				
3-13	When there is a written policy regarding the use of hair nets/beard nets in the production area, it is being followed by all employees and visitors.	5				P
3-14	When there is a written policy regarding the wearing of jewelry in the production area, it is being followed by all employees and visitors.	5				P

Packing House General Housekeeping

Questions		Points	Yes	NO	N/A	Doc
3-15	Only food grade approved and labeled lubricants are used in the packing equipment/machinery.	10				R
3-16	Chemicals not approved for use on product are stored and segregated away from packing area.	10				
3-17	The plant grounds are reasonably free of litter and debris.	5				
3-18	The plant grounds are reasonably free of standing water.	5				
3-19	Outside garbage receptacles/dumpsters are closed or are located away from packing facility entrances and the area around such sites is reasonably clean.	5				
3-20	Packing facilities are enclosed.	5				
3-21	The packing facility interior is clean and maintained in an orderly manner.	5				
3-22	Floor drains appear to be free of obstructions.	5				
3-23	Pipes, ducts, fans and ceilings which are over food handling operations, are clean.	5				
3-24	Glass materials above product flow zones are contained in case of breakage.	10				
3-25	Possible wastewater spillage is prevented from contaminating any food handling area by barriers, drains, or a sufficient distance.	10				
3-26	There is a policy describing procedures which specify handling/disposition of finished product that is opened, spilled, or comes into contact with the floor.	15				P

Questions		Points	Yes	NO	N/A	Doc
3-27	Only new or sanitized containers are used for packing the product.	10				D
3-28	Pallets and containers are clean and in good condition.	5				
3-29	Packing containers are properly stored and protected from contamination (birds, rodents, and other pests).	10				

Pest Control

Questions		Points	Yes	NO	N/A	Doc
3-30	Measures are taken to exclude animals or pests from packing and storage facilities.	10				D
3-31	There is an established pest control program for the facility.	10				D
3-32	Service reports for the pest control program are available for review.	5				R
3-33	Interior walls, floors and ceilings are well maintained and are free of major cracks and crevices.	5				

Traceability

Questions		Points	Yes	NO	N/A	Doc
3-34	Records are kept recording the source of incoming product and the destination of outgoing product which is uniquely identified to enable traceability.	10				D

COMMENTS:

USDA Good Agricultural Practices Good Handling Practices
 Audit Verification Checklist

Total Points earned for House Packing Facility = _____

Total Possible = 290 *The total number of points possible for this section.*

Subtract "N/A" = _____ *Enter the additive number of N/A points (+points) here.*

Adjusted Total = _____ *Subtract the N/A points from the Total possible points*

X .8 (80%) *Multiply the Adjusted Total by .8 and show it as the Passing Score*

Passing Score = _____

Pass **Fail** **(please mark one)**

This program is intended to assess a participant’s efforts to minimize the risk of contamination of fresh fruits, vegetables, nuts and miscellaneous commodities by microbial pathogens based on the U.S. Food and Drug Administration’s “Guide to Minimize Microbial Food Safety Hazards for Fresh Fruits and Vegetables,” and generally recognized good agricultural practices.

Part 4 - STORAGE AND TRANSPORTATION

Product, Containers & Pallets

Questions		Points	Yes	NO	N/A	Doc
4-1	The storage facility is cleaned and maintained in an orderly manner.	5				
4-2	Bulk storage facilities are inspected for foreign material prior to use and records are maintained.	5				R
4-3	Storage rooms, buildings, and/or facilities are maintained and sufficiently sealed or isolated and are protected from external contamination.	10				
4-4	Storage grounds are reasonably free of litter and debris.	5				
4-5	Floors in storage areas are reasonably free of standing water.	5				
4-6	Possible wastewater spillage is prevented from contaminating any food handling area by barriers, drains, or sufficient distance.	10				
4-7	There is a policy describing procedures which specify handling/disposition of finished product which is opened, spilled, or comes into contact with the floor.	15				P
4-8	Packing containers are properly stored and sufficiently sealed, to be protected from contamination (birds, rodents, pests, and other contaminants).	10				
4-9	Pallets, pallet boxes, tote bags, and portable bins, etc. are clean, in good condition and do not contribute foreign material to the product.	5				
4-10	Product stored outside in totes, trucks, bins, other containers or on the ground in bulk is covered and protected from contamination.	10				
4-11	Non-food grade substances such as paints, lubricants, pesticides, etc., are not stored in close proximity to the product.	10				
4-12	Mechanical equipment used during the storage process is clean and maintained to prevent contamination of the product.	5				D

Pest Control

Questions		Points	Yes	NO	N/A	Doc
4-13	Measures are taken to exclude animals or pests from storage facilities.	10				D
4-14	There is an established pest control program for the facility.	10				D
4-15	Service reports for the pest control program are available for review.	5				R
4-16	Interior walls, floors, and ceilings are well-maintained and are free of major cracks and crevices.	5				

Ice & Refrigeration

Questions		Points	Yes	NO	N/A	Doc
4-17	The water used for cooling and/or making ice is potable.	15				R
4-18	Manufacturing, storage, and transportation facilities used in making and delivering ice used for cooling the product have been sanitized.	10				R
4-19	Climate-controlled rooms are monitored for temperature and logs are maintained.	5				D
4-20	Thermometer(s) are checked for accuracy and records are available for review.	5				D
4-21	Refrigeration system condensation does not come in contact with produce.	10				
4-22	Refrigeration equipment (condensers, fans, etc.) is cleaned on a scheduled basis.	10				D
4-23	Iced product does not drip on pallets of produce stored below.	10				

Transportation

Questions		Points	Yes	NO	N/A	Doc
4-24	Prior to the loading process, conveyances are required to be clean, in good physical condition, free from disagreeable odors, and from obvious dirt/debris.	10				P
4-25	Produce items are not loaded with potentially contaminating products.	10				P
4-26	Company has a written policy for transporters and conveyances to maintain a specified temperature(s) during transit.	10				P
4-27	Conveyances are loaded to minimize damage to product.	5				P

Worker Health and Personal Hygiene

Questions	Points	Yes	NO	N/A	Doc
4-28 Employee facilities (locker rooms, lunch and break areas, etc.) are clean and located away from storage, shipping, and receiving areas.	10				
4-29 When there is a written policy regarding the use of hair/beard nets in the storage and transportation areas, it is being followed by all affected employees and visitors.	5				P
4-30 When there is a written policy restricting the wearing of jewelry in the storage and transportation areas, it is being followed by all affected employees and visitors.	5				P

Traceability

Questions	Points	Yes	NO	N/A	Doc
4-31 Records are kept regarding the source of incoming product and the destination of outgoing product which is uniquely identified to enable traceability.	10				D

COMMENTS:

USDA Good Agricultural Practices and Good Handling Practices
Audit Verification Checklist

Total Points earned for Storage & Transportation = _____

Total Possible = 255 *The total number of points possible for this section.*

Subtract "N/A" = _____ *Enter the additive number of N/A points (+points) here.*

Adjusted Total = _____ *Subtract the N/A points from the Total possible points*

X .8 (80%) *Multiply the Adjusted Total by .8 and show it as the Passing Score*

Passing Score = _____

Pass **Fail** **(please mark one)**

This program is intended to assess a participant's efforts to minimize the risk of contamination of fresh fruits, vegetables, nuts and miscellaneous commodities by microbial pathogens based on the U.S. Food and Drug Administration's "Guide to Minimize Microbial Food Safety Hazards for Fresh Fruits and Vegetables," and generally recognized good agricultural practices.

Part 6-Wholesale Distribution Center/Terminal Warehouses

Receiving

Questions		Points	Yes	NO	N/A	Doc
6-1	All companies that supply fresh produce are required to have passed a third party audit verification of GAP and/or GHP.	15				D
6-2	Upon receiving, conveyances are required to be clean, in good physical condition and free from obvious objectionable odors, dirt and/or debris at time of unloading.	10				P
6-3	Company does not accept produce items that are loaded with or are not protected from potentially contaminating products.	10				P
6-4	Refrigerated commodities are monitored for temperatures at the time of receiving.	5				R
6-5	The company has a written policy regarding the disposition of product when temperatures are not within the company's guidelines at the time of receiving.	5				P

Storage Facility/Temperature Control

Questions		Points	Yes	NO	N/A	Doc
6-6	The facility is clean and maintained in an orderly manner.	5				
6-7	Refrigerated rooms are monitored for temperature and logs are maintained.	5				D
6-8	Thermometer(s) are checked for accuracy and records are available for review.	5				D
6-9	Refrigeration system condensation does not come into contact with produce.	10				
6-10	Refrigeration equipment (condensers, fans, etc.) is cleaned on a scheduled basis.	10				D
6-11	Iced product does not drip on pallets of produce stored below.	10				
6-12	The water used for cooling/ice is potable.	10				R
6-13	Manufacturing, storage, and transportation facilities used in making and delivering ice used for cooling the product are sanitized on a scheduled basis.	10				D
6-14	There is a policy describing procedures which specify handling/disposition of finished product which is opened, spilled, or comes into contact with the floor.	15				P

Questions		Points	Yes	NO	N/A	Doc
6-15	Product flow zones are protected from sources of contamination.	10				
6-16	Glass materials above product flow zones are contained in case of breakage.	10				
6-17	The grounds are reasonably free of litter and debris.	5				
6-18	The grounds are reasonably free of standing water.	5				
6-19	Outside garbage receptacles/dumpsters are closed or are located away from facility entrances and the area around such sites is reasonably clean.	5				
6-20	The facility is enclosed.	5				
6-21	Floor drains appear to be free of obstructions.	5				
6-22	Pipes, ducts, fans, and ceilings in the facility are reasonably clean.	5				
6-23	Possible wastewater spillage is prevented from contaminating any food storage or handling area by barriers, drains, or a sufficient distance.	10				
6-24	Non-food grade substances such as paints, lubricants, pesticides, etc., are not stored in close proximity to the product.	10				

Pest Control

Questions		Points	Yes	NO	N/A	Doc
6-25	Measures are taken to exclude animals or pests from the facility.	10				D
6-26	There is an established pest control program for the facility.	10				D
6-27	Service reports for the pest control program are available for review.	5				R
6-28	Interior walls, floors and ceilings are well-maintained and free of major cracks and crevices.	5				

Repacking/Reconditioning

(6-29) Does the facility repack and/or recondition product?

YES NO (please mark one)

If the answer to question 6-29 is YES, answer questions 6-30 through 6-41. If the answer for question 6-29 is NO, then questions 6-30 through 6-41 are answered N/A.

Questions		Points	Yes	NO	N/A	Doc
6-30	Repacking/reconditioning processes are confined to an established location in the facility.	5				P
6-31	Food contact surfaces are in good condition; cleaned and/or sanitized prior to use and cleaning logs are maintained.	15				D
6-32	Source water used in the repacking operation is potable.	15				R
6-33	Processing water is sufficiently treated to reduce microbial contamination.	10				D
6-34	Water treatment (strength levels and pH) and exposure time is monitored and is appropriate for product.	10				D
6-35	If applicable, the temperature of processing water used in dump tanks, flumes, etc., is monitored and is kept at temperatures appropriate for the commodity.	10				D
6-36	Any ice used for cooling produce is manufactured, transported and stored under sanitary conditions.	10				R
6-37	Water used for chilling and/or to make ice is potable.	15				R
6-38	Only food grade approved and labeled lubricants are used in the repacking equipment/machinery.	10				D
6-39	Only new or sanitized containers are used for product repacking.	10				P
6-40	Pallets and other containers are clean and in good condition.	5				
6-41	Packing containers are properly stored and protected from contamination (birds, rodents, and other pests, etc.).	10				

Worker Health and Personal Hygiene

Questions		Points	Yes	NO	N/A	Doc
6-42	Employee facilities (locker rooms, lunch and break areas, etc.) are clean and located away from repack and storage area.	10				
6-43	When there is a written policy regarding the use of hair nets/beard nets in the facility, it is being followed by all affected employees and visitors.	5				P

USDA Good Agricultural Practices and Good Handling Practices
 Audit Verification Checklist

**Total Points earned for Wholesale Distribution
 Center/Terminal Warehouse =** _____

Total Possible = 410 *The total number of points possible for this section.*

Subtract "N/A" = _____ *Enter the additive number of N/A points (+points) here.*

Adjusted Total = _____ *Subtract the N/A points from the Total possible points*

X .8 (80%) *Multiply the Adjusted Total by .8 and show it as the
 Passing Score*

Passing Score = _____

Pass **Fail** **(please mark one)**

This program is intended to assess a participant's efforts to minimize the risk of contamination of fresh fruits, vegetables, nuts and miscellaneous commodities by microbial pathogens based on the U.S. Food and Drug Administration's "Guide to Minimize Microbial Food Safety Hazards for Fresh Fruits and Vegetables," and generally recognized good agricultural practices.

Part 7 - Preventive Food Defense Procedures

Based on the U.S. Food and Drug Administration's Food Producers, Processors, and Transporters:
 Food Security Preventive Measure Guidance for Industry.

Secure Employee/Visitor Procedures

Questions		Points	Yes	NO	N/A	Doc
7-1	The company has a documented food defense plan and a person has been designated to oversee it. Name: _____	5				D
7-2	Food defense training has been provided to all employees.	5				D
7-3	Employees are aware of whom in management they should contact about potential security problems/issues. Name of management representative: _____	5				
7-4	Visitors are required to check in (showing proof of identity) and out, when entering/leaving the facility.	5				D
7-5	The purpose of visitation to site is verified before admittance to the facility.	5				D
7-6	Visitors are prohibited from the packing/storage areas unless accompanied by an employee.	5				D
7-7	Incoming and outgoing employee and visitor vehicles to and from the site are subject to inspection.	5				D
7-8	Parked vehicles belonging to employees and visitors display a decal or placard issued by the facility.	5				
7-9	Staff is prohibited from bringing personal items into the handling or storage areas.	5				D
7-10	Staff access in the facility is limited to the area of their job function and unrestricted areas.	5				D
7-11	Management is aware of which employee should be on the premises, and the area they are assigned to.	5				D
7-12	A system of positive identification of employees has been established and is enforced.	5				

Secure Facility Procedures

Questions		Points	Yes	NO	N/A	Doc
7-13	Uniforms, name tags, or identification badges are collected from employees prior to the termination of employment.	5				D
7-14	The mailroom is located away from the packing/storage facilities.	5				
7-15	Computer access is restricted to specific personnel.	5				D
7-16	A system of traceability of computer transactions has been established.	5				
7-17	A minimum level of background checks has been established for all employees.	5				D
7-18	Routine security checks of the premises are performed for signs of tampering, criminal or terrorist activity.	5				D
7-19	Perimeter of facility is secured by fencing or other deterrent.	5				
7-20	Checklists are used to verify the security of doors, windows, and other points of entry.	5				D
7-21	All keys to the establishment are accounted for.	5				D
7-22	The facility has an emergency lighting system.	5				
7-23	The facility is enclosed.	5				
7-24	Storage or vehicles/containers/trailers/railcars that are not being used are kept locked.	5				
7-25	Delivery schedules have been established.	5				
7-26	The off-loading of incoming materials is supervised.	5				
7-27	The organization has an established policy for rejecting deliveries.	5				D
7-28	Unauthorized deliveries are not accepted.	5				D
7-29	The company does not accept returned (empty) containers for packing of product unless they are sanitized containers intended for reuse.	5				D
7-30	The facility has a program in place to inspect product returned to the facility for tampering.	5				D
7-31	The company has identified the individual(s), with at least one backup, who are responsible for recalling the product.	5				D
7-32	The company has performed a successful mock recall of product to the facility.	5				D

**Total Points earned for Preventative Food Defense
Procedures =** _____

Total Possible = 180 *The total number of points possible for this section.*

Subtract "N/A" = _____ *Enter the additive number of N/A points (+points) here.*

Adjusted Total = _____ *Subtract the N/A points from the Total possible points*

X .8 (80%) *Multiply the Adjusted Total by .8 and show it as the
Passing Score*

Passing Score = _____

Pass **Fail** **(please mark one)**

**Good Agricultural Practices & Good Handling Practices
 Audit Verification Program Scoresheet**



Facility Name (Print) as it should appear on Certificate:			
Street Address (Print):		City (Print):	State (Print):
e-mail Address (Print):		fax number:	Zip (Print):
Date Audit Began:		Date Audit Completed:	Date Audit Requested:
Time Audit Began:		Time Audit Completed:	Date of Previous Audit :
USDA Commodity Procurement Audit?			
Check One			Yes <input type="checkbox"/> No <input type="checkbox"/>

EVALUATION ELEMENTS

Scopes Requested	Element	Possible Points	Less N/A Points	Adjusted Points	Passing Score*	Facility Score	Pass Fail	Date Passed	General Questions	Reviewing Official	Unannounced
X	General Questions	180									
	Part 1 – Farm Review	190									
	Part 2 – Field Harvesting & Field Packing Activities	185									
	Part 3 – House Packing Facility	290									
	Part 4 – Storage and Transportation	255									
	Part 6 – Wholesale Distribution Center/ Warehouses	410									
	Part 7 – Preventative Food Defense Procedures	180									

*A Passing Score is 80% of the Possible Points, or the Adjusted Points if adjustments are necessary, with no "automatic unsatisfactory" conditions.

Commodities:		
Send completed GAP&GHP Certificate to: (choose one)	Inspection office: (list office)	Directly to auditee above:

Lead Auditor Name (Print): _____ Signature & Date: _____

Duty Station: _____ All Scopes Completed: _____

For USDA HQ use:

Reviewing Official Name (Print): _____

Signature & Date: _____

To verify a company's continued good standing in the USDA GAP&GHP Program please visit <http://www.ams.usda.gov/gapgph>

Attachment 14 GMP Audit Checklist for Drug Manufacturers
Redacted pursuant to N.Y. Public Officers Law, Art. 6

Section 9 – Product Quality Assurance Plan

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Attachment D – Operating Plan

Section 10 – Recordkeeping



PharmaCann

Section 10
Recordkeeping (§ 1005(b)(4)(vii))
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There is no one in the medical marijuana industry like us.

PharmaCann LLC (“PharmaCann”) is uniquely positioned with the experience and capabilities to be the highest quality licensee in New York. PharmaCann is the largest vertically integrated medical marijuana company in the United States. PharmaCann is the only company in the United States with the following qualifications:

- Awarded most permits in the rigorous Illinois medical marijuana licensing process;
- Operating two manufacturing and four dispensary locations in a single state;
- Ability to complete construction of multiple manufacturing and dispensary locations within six months of permit award;
- Founders, partners and employees completely free of any background of illegal, underground, or black market marijuana production;
- Operating with pharmaceutical development and production experience.

PharmaCann was awarded the most medical marijuana licenses (six total) in the highly regulated and competitive state of Illinois. With its two cultivation and manufacturing facilities and four dispensary facilities, PharmaCann currently operates over 80,000 sq. ft. of cultivation and production space and over 12,000 sq. ft. of dispensary space.

PharmaCann has reached prominence through its professionalism and commitment to high standards, traits not historically found in the burgeoning medical marijuana industry. PharmaCann was formed in 2013 when its founders, values-oriented professionals, saw an opportunity to bring mainstream business practices, professionalism and ethical standards to a

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

Section 10 – Recordkeeping – Page 1 of 94

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Section 10 Recordkeeping

PharmaCann LLC (“PharmaCann” or “Company”) submits the following Recordkeeping Plan pursuant to the New York Medical Marijuana Program (“MMJ Program”), and Section 1004.5(b)(4).

I. Background, Philosophy, and General Approach

PharmaCann is sensitive to the nature of the medical marijuana business and a desire by the State of New York, the New York Department of Health (“Department”), and local law enforcement to support the cultivation and dispensing of pharmaceutical-grade medical marijuana to qualifying patients in New York, in a way that is safe, secure, and free from illegal or unauthorized.

This Section 10 provides details on PharmaCann’s use of best practices to develop and implement plans, procedures, and systems adopted and maintained for tracking, recordkeeping, record retention, and surveillance systems, relating to all medical marijuana at every stage, including cultivating, processing, manufacturing, delivery, transporting, distributing, sale and dispensing.

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Section 10 – Recordkeeping – Page 4 of 94

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Attachment 1A Pesticide, Crop-input and Material Handling

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Attachment 1B Cultivation Crop Flow

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Attachment 1C Warehousing Receipt of Material

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Attachment 1D Warehouse Distribution (internal processes)

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Attachment 1E Warehouse Distribution (external dispensaries)

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Attachment 1F Transportation

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Attachment 1G Internal Processing

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Attachment 2 PharmaCann's HIPPA and Privacy Policy

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Attachment 3 Guidelines for Advertising Personnel

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Attachment 4 Guidelines for Marketing Personnel

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Attachment 5 Policy for Designers

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Attachment 6 Policy for Social Media Participation

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Attachment 7 Document Retention and Destruction Policy

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Section 10 – Recordkeeping – Page 68 of 94

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Section 10 – Recordkeeping – Page 69 of 94

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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

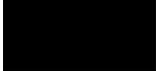
Redacted pursuant to N.Y. Public Officers Law, Art. 6

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

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

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

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

Attachment 10  **Control Documents.**

Section 10 – Recordkeeping – Page 70 of 94

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Attachment 11 for [REDACTED] Data Sheets.

Section 10 – Recordkeeping – Page 71 of 94

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Section 10 – Recordkeeping – Page 72 of 94

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Attachment 13 Security Testing Records

Section 10 – Recordkeeping – Page 73 of 94

This submission and its attachments contains critical infrastructure information, trade secrets, and other highly confidential information in the form of compilation of information, practices, processes, design, commercial methods that are not generally known or reasonably ascertainable by others and by which PharmaCann obtains an economic advantage over others. These materials are submitted to an agency by a commercial enterprise which if disclosed would cause substantial injury to the competitive position of the subject enterprise. PharmaCann objects to any disclosure of this information and requests an exemption from disclosure pursuant to Public Officers Law § 89(5)(a)(1).

Attachment 14 Requisition and Pick-ticket

Section 10 –Recordkeeping – Page 74 of 94

This submission and its attachments contains critical infrastructure information, trade secrets, and other highly confidential information in the form of compilation of information, practices, processes, design, commercial methods that are not generally known or reasonably ascertainable by others and by which PharmaCann obtains an economic advantage over others. These materials are submitted to an agency by a commercial enterprise which if disclosed would cause substantial injury to the competitive position of the subject enterprise. PharmaCann objects to any disclosure of this information and requests an exemption from disclosure pursuant to Public Officers Law § 89(5)(a)(1).

Attachment 15 Purchase Order.

Section 10 – Recordkeeping – Page 75 of 94

This submission and its attachments contains critical infrastructure information, trade secrets, and other highly confidential information in the form of compilation of information, practices, processes, design, commercial methods that are not generally known or reasonably ascertainable by others and by which PharmaCann obtains an economic advantage over others. These materials are submitted to an agency by a commercial enterprise which if disclosed would cause substantial injury to the competitive position of the subject enterprise. PharmaCann objects to any disclosure of this information and requests an exemption from disclosure pursuant to Public Officers Law § 89(5)(a)(1).

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Attachment 16 Shipping Manifest

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

This submission and its attachments contains critical infrastructure information, trade secrets, and other highly confidential information in the form of compilation of information, practices, processes, design, commercial methods that are not generally known or reasonably ascertainable by others and by which PharmaCann obtains an economic advantage over others. These materials are submitted to an agency by a commercial enterprise which if disclosed would cause substantial injury to the competitive position of the subject enterprise. PharmaCann objects to any disclosure of this information and requests an exemption from disclosure pursuant to Public Officers Law § 89(5)(a)(1).

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Attachment 17 Weekly Audit Report.

Section 10 –Recordkeeping – Page 79 of 94

This submission and its attachments contains critical infrastructure information, trade secrets, and other highly confidential information in the form of compilation of information, practices, processes, design, commercial methods that are not generally known or reasonably ascertainable by others and by which PharmaCann obtains an economic advantage over others. These materials are submitted to an agency by a commercial enterprise which if disclosed would cause substantial injury to the competitive position of the subject enterprise. PharmaCann objects to any disclosure of this information and requests an exemption from disclosure pursuant to Public Officers Law § 89(5)(a)(1).

Attachment 18 Annual Audit Report.

Section 10 –Recordkeeping – Page 80 of 94

This submission and its attachments contains critical infrastructure information, trade secrets, and other highly confidential information in the form of compilation of information, practices, processes, design, commercial methods that are not generally known or reasonably ascertainable by others and by which PharmaCann obtains an economic advantage over others. These materials are submitted to an agency by a commercial enterprise which if disclosed would cause substantial injury to the competitive position of the subject enterprise. PharmaCann objects to any disclosure of this information and requests an exemption from disclosure pursuant to Public Officers Law § 89(5)(a)(1).

Section 10 – Recordkeeping – Page 81 of 94

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Attachment 20 Returned Product Form
Redacted pursuant to N.Y. Public Officers Law, Art. 6

Section 8 - Returns, Complaints, Adverse Events and Recalls

This submission and its attachments contains critical infrastructure information, trade secrets, and other highly confidential information form of compilation of information, practices, processes, design, commercial methods that are not generally known or reasonably ascertainable by others and by which PharmaCann obtains an economic advantage over others. These materials are submitted to an agency by a corporate enterprise which if disclosed would cause substantial injury to the competitive position of the subject enterprise. PharmaCann objects to disclosure of this information and requests an exemption from disclosure pursuant to Public Officers Law § 89(5)(a)(1).

Attachment 21 Health Hazard Evaluation
Redacted pursuant to N.Y. Public Officers Law, Art. 6

form of compilation of information, practices, processes, design, commercial methods that are not generally known or reasonably ascertainable by others and by which PharmaCann obtains an economic advantage over others. These materials are submitted to an agency by a commercial enterprise which if disclosed would cause substantial injury to the competitive position of the subject enterprise. PharmaCann objects to any disclosure of this information and requests an exemption from disclosure pursuant to Public Officers Law § 89(5)(a)(1).

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Attachment 22 Adverse Event Report Form

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

Section 8 - Returns, Complaints, Adverse Events and Recalls

4

This submission and its attachments contains critical infrastructure information, trade secrets, and other highly confidential information in the form of compilation of information, practices, processes, design, commercial methods that are not generally known or reasonably ascertainable by others and by which PharmaCann obtains an economic advantage over others. These materials are submitted to an agency by a commercial enterprise which if disclosed would cause substantial injury to the competitive position of the subject enterprise. PharmaCann objects to any disclosure of this information and requests an exemption from disclosure pursuant to Public Officers Law § 89(5)(a)(1).

Attachment E

Organizational & Operational Documents



PharmaCann

Attachment E – Organizational & Operational Documents

Table of Contents

	<u>Tab</u>
Articles of Organization.....	A
Operating Agreement.....	B
Capitalization Table	C

Attachment E – Organizational & Operational Documents

This submission and its attachments contains critical infrastructure information, trade secrets, and other highly confidential information in the form of compilation of information, practices, processes, design, commercial methods that are not generally known or reasonably ascertainable by others and by which PharmaCann obtains an economic advantage over others. These materials are submitted to an agency by a commercial enterprise which if disclosed would cause substantial injury to the competitive position of the subject enterprise. PharmaCann objects to any disclosure of this information and requests an exemption from disclosure pursuant to Public Officers Law § 89(5)(a)(1).

Form **LLC-5.5**
 May 2012
 Secretary of State
 Department of Business Services
 Limited Liability Division
 501 S. Second St., Rm. 351
 Springfield, IL 62756
 217-524-8008
 www.cyberdriveillinois.com

Payment must be made by certified check, cashier's check, Illinois attorney's check, C.P.A.'s check or money order payable to Secretary of State.

Illinois
 Limited Liability Company Act
Articles of Organization

~~INSUBMITTED FOR CATER~~
 Type or print clearly.

This space for use by Secretary of State.

Filing Fee: \$500
 Approved: *JB*

FILE #
 This space for use by Secretary of State.

FILED

MAR 19 2014
 JESSE WHITE
 SECRETARY OF STATE

- Limited Liability Company Name: PharmaCann LLC
The LLC name must contain the words Limited Liability Company, L.L.C. or LLC and cannot contain the terms Corporation, Corp., Incorporated, Inc., Ltd., Co., Limited Partnership or L.P.
- Address of Principal Place of Business where records of the company will be kept: (P.O. Box alone or c/o is unacceptable.)
115 Wesley Avenue, Oak Park, IL 60302
- Articles of Organization effective on: (check one)
 the filing date
 a later date (not to exceed 60 days after the filing date): _____
Month, Day, Year
- Registered Agent's Name and Registered Office Address:

Registered Agent:	<u>Arthur</u>	<u>E.</u>	<u>Mertes, Esq.</u>
	<small>First Name</small>	<small>Middle Initial</small>	<small>Last Name</small>
Registered Office: <small>(P.O. Box alone or c/o is unacceptable.)</small>	<u>730 W. Randolph Street</u>		<u>Suite 600</u>
	<small>Number</small>	<small>Street</small>	<small>Suite #</small>
	<u>Chicago</u>	<u>IL</u>	<u>60004</u>
	<small>City</small>		<small>ZIP Code</small>
- Purpose(s) for which the Limited Liability Company is organized:
 The transaction of any or all lawful business for which Limited Liability Companies may be organized under this Act. (LLCs organized to provide professional services must list the address(es) from which those services will be rendered if different from Item 2. If more space is needed, use additional sheets of this size.)

- The duration of the company is perpetual unless otherwise stated. If the operating agreement provides for a dissolution date, enter that date here: _____
Month, Day, Year

7. (Optional) Other provisions for the regulation of the internal affairs of the Company: (If more space is needed, attach additional sheets of this size.)
Please see Exhibit A attached thereto.

8. The Limited Liability Company: (Check either a or b below.)
a. is managed by the manager(s) (List names and addresses.)
Teddy C. Scott, [Redacted]
John A. Leja, [Redacted]
Daniel J. Levinthal, [Redacted]

b. has management vested in the member(s) (List names and addresses.)

9. Name and Address of Organizer(s):

I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Organization are to the best of my knowledge and belief, true, correct and complete.

Dated MARCH 10, 2014
Month & Day Year

1. [Signature]
Signature
Teddy S. Scott
Name (type or print)

Name if a Corporation or other Entity, and Title of Signer



2. _____
Signature

Name (type or print)

Name if a Corporation or other Entity, and Title of Signer

2. _____
Number Street

City/Town

State ZIP Code

Signatures must be in black ink on an original document. Carbon copy, photocopy or rubber stamp signatures may only be used on conformed copies.

Exhibit A

Additional provisions for Articles of Organization for Illinois Limited Liability Company

Unless otherwise expressly provided in the limited liability company operating agreement, no member shall, upon resignation, withdrawal or dissociation as a member of the limited liability company or otherwise, (i) have the right to demand or receive the fair value of such member's limited liability company interest as of the date of resignation, withdrawal or dissociation as may be provided in Sections 35-55 and 35-60 of the Illinois Limited Liability Company Act, as amended (the "Act"), (ii) institute any proceeding contemplated by Section 35-65 of the Act or Section 35-1 (4) of the Act, or (iii) have the power to bind the limited liability company by any act of such member following member's dissociation, resignation or withdrawal as a member.

Illinois
Limited Liability Company Act
Articles of Amendment

FILE #

This space for use by Secretary of State.

Secretary of State
Department of Business Services
Limited Liability Division
501 S. Second St., Rm. 351
Springfield, IL 62756
217-524-8008
www.cyberdriveillinois.com

SUBMIT IN DUPLICATE

Type or print clearly.

This space for use by Secretary of State.

Payment may be made by check payable to Secretary of State. If check is returned for any reason this filing will be void.

Filing Fee: \$150

Approved:

1. Limited Liability Company Name: PHARMACANN LLC

2. Articles of Amendment effective on:

the file date

a later date (not to exceed 30 days after the file date)

Month, Day, Year

3. Articles of organization are amended as follows (check applicable item(s) below):

a) Admission of a new member (give name and address below)*

b) Admission of a new manager (give name and address below)*

c) Withdrawal of a member (give name below)*

d) Withdrawal of a manager (give name below)*

e) Change in address of the office at which the records required by Section 1-40 of the Act are kept (give new address, a P.O. Box alone or C/O is unacceptable.)

f) Change of registered agent and/or registered agent's office (give new name and/or address below, *Address change to P.O. box alone or c/o is unacceptable.*)

g) Change in the Limited Liability Company's name (give new name below)

h) Change in date of dissolution or other events of dissolution enumerated in Item 6 of the Articles of Organization

i) Other (give information in space below)

j) Establish authority to issue series (see back filing fee \$400)*

* Changes in members/managers may, but are not required to be reported in an amendment to the Articles of Organization.

Additional information:

Admission of new manager - CHRISTINA D LEJA, [REDACTED]

Admission of new manager - SCOTT, NORAH F, [REDACTED]

Withdrawal of manager - SCOTT, TEDDY C

Withdrawal of manager - LEJA, JOHN A

Withdrawal of manager - LEVINTHAL, DANIEL J

New Name of LLC (as changed): _____

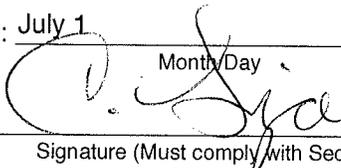
The name as changed must contain the words Limited Liability Company, LLC or L.L.C.

(continued)

LLC-5.25

- 4. The amendment was approved in accordance with Section 5-25 of the Illinois Limited Liability Company Act, and, if adopted by the managers, was approved by not less than the minimum number of managers necessary to approve the amendment, member action not being required; or, if adopted by the members, was approved by not less than the minimum number of members necessary to approve the amendment.
- 5. I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Amendment are to the best of my knowledge and belief, true, correct and complete.

Dated: July 1, 2014
Month/Day Year



Signature (Must comply with Section 5-45 of ILLCA.)

Christina D. Leja, Manager

Name and Title (type or print)

If the member or manager signing this document is a company or other entity, state Name of Company and whether it is a member or manager of the LLC.

*** The following paragraph is adopted when Item 3j is checked:**

The operating agreement provides for the establishment of one or more series. When the company has filed a Certificate of Designation for each series, which is to have limited liability pursuant to Section 37-40 of the Illinois Limited Liability Company Act, the debts, liabilities and obligations incurred, contracted for or otherwise existing with respect to a particular series shall be enforceable against the assets of such series only, and not against the assets of the Limited Liability Company generally or any other series thereof, and unless otherwise provided in the operating agreement, none of the debts, liabilities, obligations or expenses incurred, contracted for or otherwise existing with respect to this company generally or any other series thereof shall be enforceable against the assets of such series.

Illinois
Limited Liability Company Act
Articles of Amendment

FILE # 04666453

This space for use by Secretary of State.

Secretary of State
Department of Business Services
Limited Liability Division
501 S. Second St., Rm. 351
Springfield, IL 62756
217-524-8008
www.cyberdriveillinois.com

Payment may be made by check payable to Secretary of State. If check is returned for any reason this filing will be void.

SUBMIT IN DUPLICATE
Type or print clearly.
This space for use by Secretary of State.

Filing Fee: \$150

Approved:

1. Limited Liability Company Name: PharmaCann LLC

2. Articles of Amendment effective on:
 the file date
 a later date (not to exceed 30 days after the file date) _____
Month, Day, Year

3. Articles of organization are amended as follows (check applicable item(s) below):
- a) Admission of a new member (give name and address below)*
 - b) Admission of a new manager (give name and address below)*
 - c) Withdrawal of a member (give name below)*
 - d) Withdrawal of a manager (give name below)*
 - e) Change in address of the office at which the records required by Section 1-40 of the Act are kept (give new address, a P.O. Box alone or C/O is unacceptable.)
 - f) Change of registered agent and/or registered agent's office (give new name and/or address below, *Address change to P.O. box alone or c/o is unacceptable.*)
 - g) Change in the Limited Liability Company's name (give new name below)
 - h) Change in date of dissolution or other events of dissolution enumerated in Item 6 of the Articles of Organization
 - i) Other (give information in space below)
 - j) Establish authority to issue series (see back filing fee \$400)*

* Changes in members/managers may, but are not required to be reported in an amendment to the Articles of Organization.

Additional information:
b) Admission of a new manager Stephen G. Schuler, c/o Final Finish Inc., 830 North Boulevard, Oak Park, IL 60301
e) The office address of the company is: PharmaCann LLC, 137 N. Oak Park Ave., Suite 101 F, Oak Park, IL 60301

New Name of LLC (as changed): _____
The name as changed must contain the words Limited Liability Company, LLC or L.L.C.

(continued)

LLC-5.25

4. The amendment was approved in accordance with Section 5-25 of the Illinois Limited Liability Company Act, and, if adopted by the managers, was approved by not less than the minimum number of managers necessary to approve the amendment, member action not being required; or, if adopted by the members, was approved by not less than the minimum number of members necessary to approve the amendment.
5. I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Amendment are to the best of my knowledge and belief, true, correct and complete.

Dated: September 19, 2014
Month/Day Year

Norah Scott

Signature (Must comply with Section 5-45 of ILLCA.)

Norah Scott, Manager

Name and Title (type or print)

If the member or manager signing this document is a company or other entity, state Name of Company and whether it is a member or manager of the LLC.

*** The following paragraph is adopted when Item 3j is checked:**

The operating agreement provides for the establishment of one or more series. When the company has filed a Certificate of Designation for each series, which is to have limited liability pursuant to Section 37-40 of the Illinois Limited Liability Company Act, the debts, liabilities and obligations incurred, contracted for or otherwise existing with respect to a particular series shall be enforceable against the assets of such series only, and not against the assets of the Limited Liability Company generally or any other series thereof, and unless otherwise provided in the operating agreement, none of the debts, liabilities, obligations or expenses incurred, contracted for or otherwise existing with respect to this company generally or any other series thereof shall be enforceable against the assets of such series.

Illinois
Limited Liability Company Act
Articles of Amendment

FILE # 04666453

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Secretary of State
Department of Business Services
Limited Liability Division
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SUBMIT IN DUPLICATE
Type or print clearly.
This space for use by Secretary of State.

Payment may be made by check payable to Secretary of State. If check is returned for any reason this filing will be void.

Filing Fee: \$150

Approved:

1. Limited Liability Company Name: PharmaCann LLC

2. Articles of Amendment effective on:

- the file date
- a later date (not to exceed 30 days after the file date) _____
Month, Day, Year

3. Articles of organization are amended as follows (check applicable item(s) below):

- a) Admission of a new member (give name and address below)*
- b) Admission of a new manager (give name and address below)*
- c) Withdrawal of a member (give name below)*
- d) Withdrawal of a manager (give name below)*
- e) Change in address of the office at which the records required by Section 1-40 of the Act are kept (give new address, a P.O. Box alone or C/O is unacceptable.)
- f) Change of registered agent and/or registered agent's office (give new name and/or address below, *Address change to P.O. box alone or c/o is unacceptable.*)
- g) Change in the Limited Liability Company's name (give new name below)
- h) Change in date of dissolution or other events of dissolution enumerated in Item 6 of the Articles of Organization
- i) Other (give information in space below)
- j) Establish authority to issue series (see back filing fee \$400)*

* Changes in members/managers may, but are not required to be reported in an amendment to the Articles of Organization.

Additional information:

e) The office address of the company is: 1140 Lake Street, Suite 304, Oak Park, Illinois 60301

New Name of LLC (as changed): _____

The name as changed must contain the words Limited Liability Company, LLC or L.L.C.

(continued)

LLC-5.25

- 4. The amendment was approved in accordance with Section 5-25 of the Illinois Limited Liability Company Act, and, if adopted by the managers, was approved by not less than the minimum number of managers necessary to approve the amendment, member action not being required; or, if adopted by the members, was approved by not less than the minimum number of members necessary to approve the amendment.
- 5. I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Amendment are to the best of my knowledge and belief, true, correct and complete.

Dated: May 15, 2015
Month/Day Year

Norah Scott

Signature (Must comply with Section 5-45 of ILLCA.)

Norah Scott, Manager

Name and Title (type or print)

If the member or manager signing this document is a company or other entity, state Name of Company and whether it is a member or manager of the LLC.

*** The following paragraph is adopted when Item 3j is checked:**

The operating agreement provides for the establishment of one or more series. When the company has filed a Certificate of Designation for each series, which is to have limited liability pursuant to Section 37-40 of the Illinois Limited Liability Company Act, the debts, liabilities and obligations incurred, contracted for or otherwise existing with respect to a particular series shall be enforceable against the assets of such series only, and not against the assets of the Limited Liability Company generally or any other series thereof, and unless otherwise provided in the operating agreement, none of the debts, liabilities, obligations or expenses incurred, contracted for or otherwise existing with respect to this company generally or any other series thereof shall be enforceable against the assets of such series.

**SECOND AMENDED AND RESTATED OPERATING AGREEMENT
OF
PHARMACANN LLC**
Redacted pursuant to N.Y. Public Officers Law, Art. 6

EXHIBIT A
TO
SECOND AMENDED AND RESTATED
OPERATING AGREEMENT

Schedule of Members
(as of May 1, 2015)

COMMON MEMBERS:

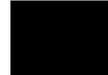
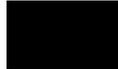
Class A Members:
(address, fax, email)

Class A Units

Capital Contribution

Name:

Norah Scott



Address:



Tel: 708-912-2878

Email: norah.scott@pharmacannis.com

Name: Teddy C. Scott



Address:



Tel: 708-369-8281

Email: teddy.scott@pharmacannis.com

Name: Christina Leja



Address:



Tel: 708-983-9222

Email: christina.leja@pharmacannis.com

Name: John A. Leja



Tel: 708-363-9327

Email: john.leja@pharmacannis.com

**EXHIBIT A
TO
SECOND AMENDED AND RESTATED
OPERATING AGREEMENT**

**Schedule of Members - CONTINUED
(as of May 1, 2015)**

PREFERRED MEMBERS

<u>Series A Preferred Members: (address, fax, email)</u>	<u>Series A Preferred Units (as of September 18, 2014)</u>	<u>Capital Contribution</u>
<p>Name: Illinois Med Tech, LLC</p> <p>Address: c/o Printers Row Advisors, LLC 1105 Curtiss Street Downers Grove, IL 60515</p> <p>Attn: John Flynn Tel: 312-218-8621 Email: jflynn@printersrowadvisors.com EIN: [REDACTED]</p>	666,667	\$20,000,000 ⁽ⁱ⁾
<p>Name: CannCor Holdings LLC</p> <p>Address: 10 W. Hubbard St., Suite 2B Chicago, IL 60654 Attn: Vinicius Cordos Tel: 312-464-1788 Email: vince@cordos.net EIN: [REDACTED]</p>	13,333	\$300,000 ⁽ⁱ⁾
<p>Name: Taloramo LLC</p> <p>Address: 1765 N. Elston Ave., #226 Chicago, IL 60642</p> <p>Attn: Chris Talsma, Mark Filoramo Tel: 312-635-1920 Email: mark.filoramo@ftarc.com; jchris.talsma@ftarc.com EIN: [REDACTED]</p>	5,333	\$120,000 ⁽ⁱ⁾

⁽ⁱ⁾ Original Issue Price = [REDACTED] See Amended and Restated Certificate of Designation for the Series A Preferred Units.

EXHIBIT B
TO
SECOND AMENDED AND RESTATED
OPERATING AGREEMENT
Redacted pursuant to N.Y. Public Officers Law, Art. 6



PharmaCann

Member	Stake	
	Units	%
Norah Scott		
Teddy Scott		
Christina Leja		
John Leja		
Option Pool		
Faye Wilson		
David Sidransky		
Viraj Puru		
Jennifer Frymark		
Eric Haley		
Illinois Med Tech LLL		
Daniel Tierney		
Stephen Schuler		
Mary Jo Schuler		
Michael Rauchman		
R. Richard Schuler		
Jill Mirkovic		
Brian Kaplan		
CannCor Holdings LLC		
Vinicius Cordos		
Taloramo LLC		
Chris Talsma		
Mark Filoramo		
MJP Capital Healthcare LLC		
Michael Palumbo		
NTK Healthcare LLC		
Neil Kazaross		
Total	2,080,360	100%

Attachment F

Labor Peace Agreement

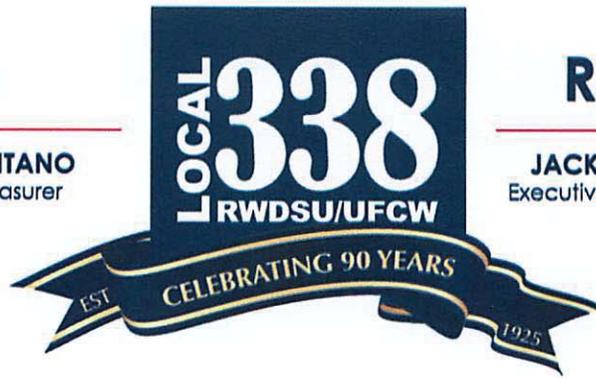


PharmaCann

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

June 3, 2015

Re: Labor Peace Agreement between Local 338, RWDSU/UFCW and Pharmacann, LLC

Dear Commissioner Zucker,

Local 338, RWDSU/UFCW ("Local 338") is a labor organization, as defined in 29 U.S.C. § 402(i) and 29 U.S.C. § 152(5), representing close to 20,000 employees in New York State and its environs.

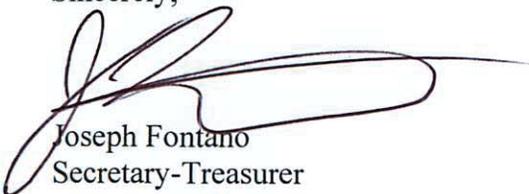
The enclosed document entitled, Labor Peace/Neutrality Agreement, is intended in part to satisfy and comply with the requirement, under the New York Public Health Law, that an applicant (Pharmacann, LLC) seeking a license to conduct business relating to the use of medical marijuana in New York State submit proof that it has entered into a labor peace agreement with a bona-fide labor organization that is actively engaged in representing or attempting to represent the applicant's employees. See Public Health Law §§ 3360(14), 3365(1)(III), 3365(3)(VII), 3365(6)(IV), and 3365(7).

The Labor Peace/Neutrality Agreement contains explicit language which protects the State's proprietary interests by prohibiting Local 338 from engaging in picketing, work stoppages, boycotts, and any other economic interference with the business of an entity licensed to engage in the business relating to the use of medical marijuana in New York State.

Should any changes in the Labor Peace/Neutrality Agreement be necessary for an applicant to comply with the Public Health Law, please feel free to communicate with us directly.

Thank you for your consideration.

Sincerely,



Joseph Fontano
Secretary-Treasurer

STRONGER | TOGETHER

Our Mission: To Better The Lives Of Our Members And All Working People.
1505 Kellum Place • Mineola, NY 11501 • (516) 294-1338 • www.local338.org

LABOR PEACE / NEUTRALITY AGREEMENT
BY AND BETWEEN
PHARMACANN, LLC
AND
LOCAL 338, RWDSU/UFCW

By this Agreement dated June 3, 2015, PharmaCann, LLC, 1140 Lake Street, Suite 304, Oak Park, Illinois (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 the State of New York 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 of the Employer, including, but not limited to, pharmacists, pharmacy technicians, dispensary workers, consultants, drivers, growers, retail workers, manufacturers, trimmers, and anyone else performing work for or on behalf of the Employer, and shall exclude only those 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 to organize employees of the Employer, the Employer agrees to furnish the Union with a complete list of employees in the shop designated in the notice, including job classifications, departments and if known by the Employer, 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 (except as permitted by Section 6 below). 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; such action may include, but is not limited to, 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 extent such access is permitted by applicable law, rules and regulations, to the non-public areas of the workplace to communicate with employees so long as it does not interfere with the operation of the business 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 signed evidence in support of its claim that a majority of employees in an appropriate bargaining unit of employees in the facility 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 that a mutually agreed upon neutral party verifies the Union's signed evidence of majority support. If they are unable to agree to a collective bargaining agreement within a reasonable time and after efforts through non-binding mediation by a mutually agreeable mediator, the parties agree to submit all open provisions and issues to final and binding interest arbitration. If they are unable to mutually 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 the American Arbitration Association's Labor Arbitration Rules.

9. The parties agree to resolve any dispute over the interpretation of this Agreement through expedited arbitration in accordance with the American Arbitration Association's Labor Arbitration Rules. 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 that will be used to manufacture, sell, deliver, transport, grow or dispense marijuana for lawful medical use, 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: During the term of this Agreement, the Union hereby promises that it and its members will not engage in any picketing, work stoppages, boycotts or any other economic interference with the Employer's business at any Employer location, provided the Employer has not violated any of the terms of this Agreement.

13. This Agreement shall take effect when the Employer becomes a Registered Organization pursuant to New York's Medical Marijuana Program. This Agreement shall remain in effect until such time as the Employer is no longer a Registered Organization pursuant to New York's Medical Marijuana Program or until the parties mutually agree to terminate this Agreement, whichever comes first.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates set forth below by their duly authorized representatives.

LOCAL 338, RWS DU/UFCW

By:

Date:

Name: Joseph Fontano

Title: Secretary-Treasurer

Witness:

PHARMACANN, LLC

By:

Date:

Name: Teddy Scott

Title: Chief Executive Officer

Witness:

Attachment G

Financial Statement of Business Transactions



PharmaCann



Bradley T. Leshnock, CPA
1140 Lake Street
Suite 304
Oak Park, Illinois 60301
brad.lesnock@pharmacannis.com
312.307.7311

June 3, 2015

Re: Attachment G

To whom it may concern:

I have reviewed Attachment G, 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).

To the best of my knowledge, the statement is accurate and complete as of the date of its preparation.

Sincerely,

A handwritten signature in black ink, appearing to read "B. Leshnock", written over a horizontal line.

Bradley T. Leshnock, CPA
PharmaCann, LLC

Summary of Attachment

Item 87 – Attachment G – PharmaCann Financial Statement

PharmaCann is not a group of consultants that came together to apply to become a Registered Organization under the aegis of a shell company, custom built for application purposes.. PharmaCann is a real, operating company in Illinois with significant operating capital. Notably, PharmaCann did not create a separate NY entity. Rather, we bring our operating experience, expertise, reputation and commitment to NY under the PharmaCann LLC.

In connection with the application of PharmaCann, LLC to become registered as a Medical Marijuana Registered Organization under 10 NYCRR §1004.5(b)(6), we would like to share with you some pertinent information regarding PharmaCann, LLC. d/b/a Pharmacannis (collectively “PharmaCann”). PharmaCann, LLC is a medical marijuana company that holds six (6) licenses in Illinois. PharmaCann was awarded the licenses after an extremely competitive process overseen by the Illinois Departments of Public Health, Financial and Professional Regulation and Agriculture. PharmaCann was the top grantee of the 369 applicants.

PharmaCann, its founders and investors have been vigorously vetted in Illinois by state regulators and the media. Founders Teddy Scott and John Leja are accomplished Intellectual Property professionals dedicated to providing access to pharmaceutical-grade medicinal cannabis, while protecting the public health and safety. Mr. Scott holds a Ph.D. in molecular biophysics and has more than twenty years’ experience working with pharmaceutical and biotech development. PharmaCann is guided by an advisory board and senior management of highly sophisticated professionals from pharmaceutical, agricultural and public-facing industries.

PharmaCann is much more than a collection of consultants. Our cultivation, manufacturing, security, transport and recordkeeping practices are founded on the best practices of our nation’s top industries. PharmaCann is prepared to meet New York’s demand for industry leading quality, consistency, compliance, professionalism and security.

Attachment G – Financial Statement

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



Michael J. Castellana
President & CEO

SEFCU Headquarters, Kiernan Plaza, 575 Broadway, Albany, NY 12207

June 2, 2015

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

Mail: SEFCU @ Patroon Creek
Patroon Creek Corporate Center
700 Patroon Creek Blvd.
Albany, NY 12206-1067

Telephone: 518-464-5218

Web: www.sefcu.com

Re: Letter of Support for PharmaCann, LLC.

Dear Commissioner Zucker:

This letter is written to express SEFCU's support for PharmaCann's application to become a Registered Organization under the New York Compassionate Care Act.

SEFCU is a Federal Credit Union fully insured by the National Credit Union Administration (NCUA). SEFCU, established in 1934, has grown considerably. SEFCU originally served state employees in the Capital Region. Today, SEFCU is among the 50 largest credit unions in the U.S. with 300,000 members and more than 46 branches in the Capital Region, Binghamton, Syracuse, and Buffalo. SEFCU has members in every state in the country and in 13 countries. We are dedicated to providing our members the best products and services to meet their financial needs. Moreover, SEFCU is committed to making a difference in the communities we serve.

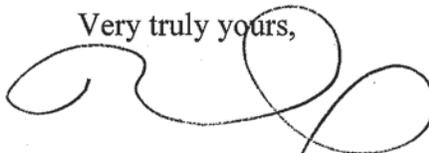
I had the opportunity to meet with representatives from PharmaCann, a medical marijuana company, which is planning to submit an application with the Department of Health for a coveted license to become a Registered Organization. I was impressed with PharmaCann and its Chief Compliance Officer and General Counsel Jeremy Unruh and his knowledge concerning the interplay between financial institutions and the emerging medical marijuana frontier. I have also become familiar with the credentials of PharmaCann founders Teddy Scott (Ph.D, J.D.) and John Leja (J.D.) – two knowledgeable and experienced professionals who are committed to providing access to medicine for patients suffering with serious medical conditions.

PharmaCann and its founders, after a vigorous vetting process, were awarded licenses for two greenhouse manufacturing facilities and four dispensaries in Illinois – one of the most highly regulated medical cannabis jurisdictions in the country. The company has designed and built sophisticated greenhouse manufacturing facilities, which PharmaCann plans to replicate here in New York. With that in mind, they recently contacted SEFCU, an award winning financial institution, to form a banking relationship.

SEFCU is interested in partnering with trustworthy and innovative businesses that serve our members and the community. After additional successful due diligence, SEFCU will seek to establish a banking relationship with the company that facilitates the regulated medical products envisioned by the state's laws and regulations in strict compliance with applicable compliance standards. Thus, I believe PharmaCann may not only be a valuable partner for SEFCU, but for New York State as well.

Thank you.

Very truly yours,

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke, positioned above the typed name.

Michael Castellana
President and CEO

Attachment H – Security Plan



PharmaCann

Summary of Attachment

Item 83 – Attachment H – PharmaCann Security Plan

In connection with the application of PharmaCann, LLC to become registered as a Medical Marijuana Registered Organization under 10 NYCRR §1004.5(b)(6), we would like to share with you some pertinent information regarding PharmaCann, LLC. d/b/a PharmaCann (collectively “PharmaCann”). PharmaCann, LLC is a medical marijuana company that holds six (6) licenses in Illinois. PharmaCann was awarded the licenses after an extremely competitive process overseen by the Illinois Departments of Public Health, Financial and Professional Regulation, and Agriculture. PharmaCann was the top grantee of the 369 applicants.

PharmaCann, its founders and investors have been vigorously vetted in Illinois by state regulators and the media. Founders Teddy Scott and John Leja are accomplished Intellectual Property professionals dedicated to providing access to pharmaceutical-grade medicinal cannabis, while protecting the public health and safety. Mr. Scott holds a Ph.D. in molecular biophysics and has more than twenty years’ experience working with pharmaceutical and biotech development. PharmaCann is guided by an advisory board and senior management of highly sophisticated professionals from pharmaceutical, agricultural and public-facing industries.

PharmaCann is sensitive to the nature of the medical marijuana business and a desire by the people of New York, the state Department of Health, and local law enforcement to prevent unlawful diversion, abuse, and other illegal or unauthorized conduct in relation to medical marijuana. The safety and security of patients, employees and the community is of the utmost importance to PharmaCann.

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

Battalion Commander with the U.S. Army Rangers. Mr. Farrell is highly skilled and experienced, previously serving as an Anti-Terrorism and Physical Security Officer. He has a mastery of physical security operations and procedures, along with vast experience managing security operations, physical security requirements, and developing plans and strategies for implementation.

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

Electronic security systems and people, however, mean nothing without proper procedures and controls. PharmaCann has developed a comprehensive set of procedures and policies that monitor, track and verify every step of and access to our operations. In sum, PharmaCann believes they are industry leaders in medical cannabis manufacturing and dispensing security.

Attachment H

Security Plan

Table of Contents

I. Executive Summary - Manufacturing Facility 2
Redacted pursuant to N.Y. Public Officers Law, Art. 6

Security Plan – Attachment H

This submission and its attachments contains critical infrastructure information, trade secrets, and other highly confidential information in the form of compilation of information, practices, processes, design, commercial methods that are not generally known or reasonably ascertainable by others and by which PharmaCann obtains an economic advantage over others. These materials are submitted to an agency by a commercial enterprise which if disclosed would cause substantial injury to the competitive position of the subject enterprise. PharmaCann objects to any disclosure of this information and requests an exemption from disclosure pursuant to Public Officers Law § 89(5)(a)(1).

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

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Security Plan – Attachment H

xiii

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There is no one in the medical marihuana industry like us.

PharmaCann, LLC (“PharmaCann”) is uniquely positioned with the experience and capabilities to be the highest quality licensee in the State of New York. PharmaCann is the largest vertically-integrated medical marihuana company in the United States. PharmaCann is the only company in the United States with the following qualifications:

- Awarded the most licenses of any applicant in the recent Illinois medical marihuana licensing process;
- Operating two manufacturing and four dispensary locations within the same state;
- Ability to complete construction of two manufacturing and four dispensary locations in a State within six months of license grant;
- Founders, partners and employees completely unencumbered by illegal, underground marihuana production backgrounds;
- Operating with *bona fide* pharmaceutical development and production experience.

PharmaCann holds the most medical marihuana licenses – six total – in the rigidly regulated and highly competitive state of Illinois. With its two cultivation and manufacturing facilities and four dispensaries, PharmaCann currently operates over 80,000 sq. ft. of cultivation and production space and more than 12,000 sq. ft. of dispensary space.

PharmaCann has reached its position of prominence through professionalism and a commitment to high standards – traits that are historically lacking in the nascent legal medical marihuana industry. PharmaCann was formed in Illinois in 2013 when its four founders, all values-driven professionals, saw an opportunity to bring mainstream

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

Section 5 - Security and Control

1

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Attachment H Security Plan

PharmaCann submits the following Security Plan pursuant to the New York Medical Use of Marihuana program and Section 1004.13.

I. Executive Summary – Manufacturing Facility

PharmaCann is sensitive to the nature of the medical marihuana business and a desire by the people of New York, its Department of Health, and local law enforcement to prevent unlawful d

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

At the head of PharmaCann's security effort is LTC(R) Pete Farrell. LTC Farrell served over 27 years as an Infantryman and Infantry Officer before retiring as a Lieutenant Colonel and a Battalion Commander in 2014. He served with the 82nd Airborne, Army Rangers, 25th Infantry Division and the Old Guard both domestically and in support of the Global war on Terror. He served a variety of progressive leadership positions and has held multiple positions as a Force Protection and Anti-Terrorism Officer, Physical Security, Personnel Security and Industrial Security advisor for Department of Defense agencies and multinational forces. His military awards include the Bronze Star, Legion of Merit, Combat Infantryman's Badge, Master Parachutist, Long Range Surveillance Leaders Course, Army Ranger tab and numerous other awards and decorations.

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

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Security Plan – Attachment H

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Security Plan – Attachment H

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Security Plan – Attachment H

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Security Plan – Attachment H

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Attachment 1 [REDACTED] **Matrix**

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

Attachment 2 [REDACTED] Matrix

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

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

Attachment 3 [REDACTED] Matrix

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

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

Attachment 4 [REDACTED] Matrix

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

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

Attachment 5 [REDACTED] Matrix
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

Attachment 6 [REDACTED] Matrix

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

Attachment 7 [REDACTED] **Matrix**
Redacted pursuant to N.Y. Public Officers Law, Art. 6

Attachment 8 [REDACTED] Matrix
Redacted pursuant to N.Y. Public Officers Law, Art. 6

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

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

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

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Attachment 9 [REDACTED] Matrix
Redacted pursuant to N.Y. Public Officers Law, Art. 6

Attachment 10 Sample Incident Reporting Form
Redacted pursuant to N.Y. Public Officers Law, Art. 6

Attachment 11 Security Hazard Identification/Assessment
Redacted pursuant to N.Y. Public Officers Law, Art. 6

Attachment 12 PharmaCann Identification Card Administration
Redacted pursuant to N.Y. Public Officers Law, Art. 6

Attachment 13 Transport and Distribution Route [REDACTED]
Redacted pursuant to N.Y. Public Officers Law, Art. 6

Attachment 14 Transport/ Distrib. and Emergency Protocols
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Redacted pursuant to N.Y. Public Officers Law, Art. 6

Attachment 15 [REDACTED] Matrix
Redacted pursuant to N.Y. Public Officers Law, Art. 6

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

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

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

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

Attachment 16 Dispensary Security Access Control Matrix

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

Attachment 17 [REDACTED] Matrix
Redacted pursuant to N.Y. Public Officers Law, Art. 6

Attachment 18 [REDACTED] Matrix
Redacted pursuant to N.Y. Public Officers Law, Art. 6

Attachment 19 Dispensary Identification Card Administration
Redacted pursuant to N.Y. Public Officers Law, Art. 6

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

Attachment 21 [REDACTED] Matrix
Redacted pursuant to N.Y. Public Officers Law, Art. 6

Attachment 22 [REDACTED] **Matrix**
Redacted pursuant to N.Y. Public Officers Law, Art. 6

Attachment 23 [REDACTED] Matrix
Redacted pursuant to N.Y. Public Officers Law, Art. 6

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

Attachment 24 [REDACTED] Matrix
Redacted pursuant to N.Y. Public Officers Law, Art. 6

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

Attachment 26



Matrix

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

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Technical Security Drawings and Specifications (External Exhibit)

Attachment I

Financial Statements



PharmaCann

Attachment I – Financial Statements

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Attachment I – Financial Statements

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BRADLEY T. LESHNOCK, CPA
170 N. Scoville Avenue
Oak Park, Illinois 60302

FINANCIAL STATEMENT CERTIFICATION

I, Bradley T. Leshnock, CPA, certify that:

- 1) I have reviewed the financial statements and supporting documents of PharmaCann LLC, DBA PharmaCannis (“PharmaCann”), from Inception, and as of December 31, 2014.
- 2) Based on my knowledge, the financial statements, including balance sheet, income statement and statement of cash flows, are complete, accurate, free from any material misstatements, and are not misleading in any respect.
- 3) Based on my knowledge, the financial statements, including balance sheet, income statement and statement of cash flows fairly present in all material respects the financial condition, results of operations and cash flows of PharmaCann as of, and for, the period From Inception, ending on June 2, 2015.

I did not test the operating effectiveness of any internal controls of PharmaCann and I do not express an opinion on the effectiveness of PharmaCann’s internal controls.

This letter is intended solely for the information and use of the members and management of PharmaCann and is not intended to be and should not be used by anyone other than those specified parties.

Date: June 3, 2015



Bradley T. Leshnock, CPA

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Date: June 3, 2015



Bradley T. Leshnock, CPA

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Attachment J - Staffing Plan



PharmaCann

Summary of Attachment

Item 91 – Attachment J – PharmaCann Staffing Plan

In connection with the application of PharmaCann, LLC to become registered as a Medical Marijuana Registered Organization under 10 NYCRR §1004.5(b)(6), we would like to share with you some pertinent information regarding PharmaCann, LLC. d/b/a Pharmacannis (collectively “PharmaCann”). PharmaCann, LLC is a medical marijuana company that holds six (6) licenses in Illinois. PharmaCann was awarded the licenses after an extremely competitive process overseen by the Illinois Departments of Public Health, Financial and Professional Regulation, and Agriculture. PharmaCann was the top grantee of the 369 applicants.

PharmaCann, its founders and investors have been vigorously vetted in Illinois by state regulators and the media. Founders Teddy Scott and John Leja are accomplished Intellectual Property professionals dedicated to providing access to pharmaceutical-grade medicinal cannabis, while protecting the public health and safety. Mr. Scott holds a Ph.D. in molecular biophysics and has more than twenty years’ experience working with pharmaceutical and biotech development. PharmaCann is guided by an advisory board and senior management of highly sophisticated professionals from pharmaceutical, agricultural and public-facing industries.

PharmaCann is guided by an advisory board and senior management of highly sophisticated professionals from pharmaceutical, agricultural and public-facing industries, only a few of which are identified here:

- **Dr. David Sidransky M.D. - Head of PharmaCann’s Science and Research Advisory Board.** Dr. Sidransky is a renowned oncologist, named one of the top physicians and scientists in America, recognized for his work with early detection of cancer. [REDACTED]
- **Faye Wilson – Board Member.** Faye has served as a director on the corporate boards of Farmers Insurance Group, The Home Depot, and Community National Bank. [REDACTED]
- **Stephen Schuler – Board Member.** Stephen has over 25 years of leadership experience in trading and capital markets. [REDACTED]
- **Lisa Beth Ferstenberg, M.D. – Chief Medical Officer.** Dr. Ferstenberg is a senior biopharmaceutical executive with over 30 years of experience delivering drug development milestones. [REDACTED]
- **John Schneider –Vice President of Operations.** John is chemical engineer and M.B.A. [REDACTED] decades of experience managing the critical day-to-day operations for large, successful complex worldwide manufacturing enterprises [REDACTED]
- **Dr. Ziva Cooper –Science Advisor.** [REDACTED]

Attachment J
Staffing Plan (§ 1004.5(b)(18))

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Attachment J - Staffing Plan

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There is no one in the medical marijuana industry like us.

PharmaCann LLC (“PharmaCann”) is uniquely positioned with the experience and capabilities to be the highest quality licensee in the State of New York. PharmaCann is the largest vertically integrated medical marijuana company in the United States. PharmaCann is the only company in the United States with the following qualifications:

- Awarded most licenses in the Illinois medical marijuana licensing process
- Operating at least 1 manufacturing and 4 dispensary locations in a State
- Ability to complete construction of 2 manufacturing and 4 dispensary locations in a State within six (6) months of license grant
- Founders, partners and employees completely free of illegal, underground marijuana production
- Operating with pharmaceutical development and production experience

PharmaCann possesses the most medical marijuana licenses (total of six) in the highly regulated and competitive state of Illinois. With its two (2) cultivation and manufacturing facilities and four (4) dispensary facilities, PharmaCann currently operates over 80,000 sq. ft. of cultivation and production space and over 12,000 sq. ft. of dispensary space.

PharmaCann has reached its position of prominence through its professionalism and commitment to high standards - traits that historically are not found in the burgeoning medical marijuana industry. PharmaCann was formed in Illinois in 2013 when its four founders, values driven professionals, saw an opportunity to bring mainstream business practices, professionalism and ethical standards to a growing

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

Attachment J

Staffing Plan

PharmaCann LLC submits the following Staffing Plan pursuant to the NY Medical Marihuana Program and Section 1004.5(b)(18).

I. Executive Summary of PharmaCann Staffing Plan

PharmaCann is committed to cultivating and dispensing pharmaceutical-grade medical marihuana to qualifying patients in New York, in a way that is safe, secure.

A. PharmaCann Executive and Advisory Team

The PharmaCann Executive Management team is lead by Chief Executive Officer Teddy Scott, Ph.D., J.D., a molecular biophysicist and lawyer, [REDACTED] to co-found PharmaCann.

On the PharmaCann Board of Directors, Dr. Scott is supported by M. Faye Wilson ([REDACTED] fmr. Director, The HomeDepot); Stephen Schuler ([REDACTED]); Norah Scott; and Christina Leja.

Dr. Lisa Beth Ferstenberg serves as the PharmaCann Chief Medical Officer and reports directly to the CEO. Dr. Ferstenberg is a senior biopharmaceutical executive, physician, and entrepreneur with over 30 years of experience delivering drug development milestones that create business value. Dr. Ferstenberg is a licensed physician in the State of Colorado. She received her M.D.C.M. from McGill University and her B.A. in Cell Biology and Literature from the University of Toronto [REDACTED]

Stephen Weber, MD, advises PharmaCann on the strategy, development and implementation of PharmaCann patient programs, including patient enrollment and education. [REDACTED]

Dr. Ziva Cooper advises PharmaCann on patient care issues related to drug abuse and addiction. [REDACTED]

[REDACTED] For her Ph.D., she studied the abuse liability of drugs in laboratory animals specifically focusing on how different states of opioid dependence alter operant behavior

maintained by various reinforcers. [REDACTED]

Michael H. Davidson, MD, advises PharmaCann on medical research advances regarding the effects of marihuana on human health. [REDACTED]

Dr. Patrick Brown is a Scientific Advisor to PharmaCann on marihuana genetics and strains. [REDACTED]. He received his Ph.D. from Cornell University in 2008.

B. PharmaCann Senior Operations Team

PharmaCann is driven to take a science-based approach to the cultivation and dispensing of medical marihuana, beginning with the Company's standardized design and layout. John Schneider is PharmaCann Vice President of Operations ("VP Operations"). Mr. Schneider is a senior operations executive with decades of experience at a [REDACTED]

[REDACTED] As a chemical engineer and MBA, Mr. Schneider oversees the PharmaCann day-to-day operations with a focus on safe, secure and health operations.

Anna Muchnik is the PharmaCann Quality Assurance, Quality Control professional. [REDACTED]

[REDACTED] Anna has more than 20 years of documented quality control experience in pharmaceutical companies managing quality assurance systems, regulatory affairs, and overall project management.

Jennifer Frymark is an advisor to PharmaCann on greenhouse operations and plant physiology. [REDACTED]

[REDACTED] She gained expertise in greenhouse systems and management at the Controlled Environment Agriculture Center (CEAC) at the University of Arizona. Her expertise encompasses greenhouse system design, plant nutrition, crop and pest management, sensors and controls, and staff training.

Jonathan Scott, the PharmaCann Senior Engineer on Plant Design and Process Flow, advises PharmaCann VP Operations and DOC. Mr. Scott has over ten years experience providing engineering project and process design improvements for gas and

hydrogen processing facilities. He advises PharmaCann on operating and process efficiencies that reduce costs and natural resource use.

William Scheffler is the PharmaCann Director of Cultivation (“DOC”) for PharmaCann Dwight, Illinois Cultivation/Manufacturing Facility, and will relocate to New York as the DOC for our New York Manufacturing Facility to establish operation. Bill has over 30 years developing and managing large-scale, commercial germination and seeding programs, and has significant experience with Good Agricultural Practices (“GAP”), Integrated Pest Management (“IPM”) and Hazard Analysis Critical Control Point (“HACCP”).

C. Science-based Approach to Medical Marihuana

Finally, this Staffing Plan identifies the company’s:

- Organizational structure;
- Staffing requirements;
- Job descriptions for key corporate, manufacturing, and dispensing functions;
- Minimum hiring requirements and qualifications;
- Employee onboarding;
- Required employee training;
- Continuing training for specific functions;
- Proposed staffing schedules; and,
- External accountants for corporate audits.

II. PharmaCann Organizational Structure

A. Executive Management Team

1. Board Member – Stephen Schuler

Stephen Schuler has over 25 years of leadership experience in trading and capital markets and has been on the PharmaCann board of directors since September 2014. Stephen is a well-recognized and successful leader in the financial services industry. He has held senior leadership roles in several financial services companies [REDACTED]

Stephen has been a successful serial entrepreneur.

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[REDACTED]

Stephen dedicates a significant amount of his time to philanthropic efforts. He is on the board of Network for Teaching Entrepreneurial Education (NFTE), which serves over 40 Chicago public and charter schools with a focus on low-income youth. [REDACTED]

[REDACTED]

2. Board Member – Faye Wilson

Faye Wilson [REDACTED]
Redacted pursuant to N.Y. Public Officers Law, Art. 6

[REDACTED] Prior to assuming the chairmanship of Security Pacific Financial Services [REDACTED]
Redacted pursuant to N.Y. Public Officers Law, Art. 6

Wilson has served as a director on the corporate boards of Farmers Insurance Group and The HomeDepot and Community National Bank. Currently she is a [REDACTED]
[REDACTED] She serves as Chair of the Board of non-profit San Diego Theatres Inc. [REDACTED]
[REDACTED] Duke University, her *alma mater*.

Attachment J - Staffing Plan

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Wilson received master's degrees in international relations and in business administration from the University of Southern California.

3. Chief Executive Officer/Compliance Officer – Teddy Scott, Ph.D., J.D.

Teddy Scott, Ph.D., J.D. has been the PharmaCann Chief Executive officer since its inception. [REDACTED]

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[REDACTED]
advisor to companies at the University of Illinois. Since 2012, Teddy has worked with Entrepreneurs-in-Residence at the U of I to advise companies at the EnterpriseWorks Incubator.

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Teddy has extensive experience in creating strategies that are in harmony with a company's legal, business, and technology objectives. He specializes in strategic counseling for technology companies advising on financing, acquisition, collaboration, development, manufacture, supply and distribution agreements, technology acquisitions, joint ventures and other types of strategic alliances.

Teddy earned his law degree from Northwestern University. Prior to law school, he earned a Ph.D. in molecular biophysics at the University of Texas, Southwestern Medical Center. Teddy's post-graduate research focused on pharmaceutical drug discovery; understanding the structural and functional relationship between a given pharmacologic and its physiological method of action. He earned a B.S. in biochemistry

from Texas Tech University. While in college, he worked on his family farm as part of the management for the two thousand acre operation.

4. Chief Operations Officer – John A. Leja, J.D.

John A. Leja has been the PharmaCann Chief Operations officer since its inception. He has been actively involved in design, construct and start up the PharmaCann cultivation, processing and dispensary efforts in Illinois – a development effort in excess of \$14 000 0000 [REDACTED]

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John attended Cornell Law School in New York. Prior to earning his JD, [REDACTED]
[REDACTED]
He received a B.S. in Computer Technology from Purdue University.

5. Chief Hiring Officer and Board Member – Norah F. Scott, M.S.C.

Norah Scott is a co-founder of PharmaCann, LLC. She serves as the Chief Human Resources Officer and oversees the recruiting and hiring of new employees; employee training programs; and community outreach for the company.

Attachment J - Staffing Plan

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She has a M.S. from Northwestern University and a B.A. from the University of Illinois.

**6. Chief Marketing and Sales Officer and Board Member –
Christina D. Leja**

Christina Leja has been the PharmaCann Chief Marketing and Sales officer for PharmaCann since its inception. She leads the development of PharmaCann dispensary layout, patient experience, as well as physician and new patient education and development programs. She is an accomplished sales and marketing executive who, prior to joining PharmaCann.

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7. Chief Compliance Officer/ General Counsel – Jeremy Unruh, J.D., M.B.A.

Jeremy Unruh brings a fifteen-year track record as a government prosecutor and big firm lawyer to the nascent medical marihuana industry.

Beginning his career as a prosecutor, Mr. Unruh enforced criminal laws in Chicago, which boasts the nation's busiest consolidated criminal court system. Mr. Unruh rose rapidly through the ranks of the Office of the State's Attorney to distinguish himself as a solid courtroom advocate with a highly developed common sense approach to the justice system respected by his colleagues, judges, and defense lawyers alike. Before his appointment as the first-chair prosecutor in the courtroom of the Chief Judge of the Criminal Division of the Circuit Court, Mr. Unruh was trained in trial advocacy by the United States Department of Justice at the National College of District Attorneys. He has successfully investigated and tried drug cases, homicides, sex crimes and financial crimes.

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Mr. Unruh presently serves as the PharmaCann general counsel and chief compliance officer. He oversees the security and warehousing functions of the cultivation centers and manages the buildout and point-of-sale operations of PharmaCannis dispensaries. He provides legal support to the company as needed.

Jeremy has a B.S. from Kansas State University. He earned a *Juris Doctor* from Washburn University School of Law where he was an inaugural recipient of the Environmental Law certificate. While serving as an assistant state's attorney, Jeremy attended DePaul University's Kellstadt School of Business Management at night and earned an M.B.A.

8. Chief Financial Officer – Brad Leshnock, CPA

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Brad is a Certified Public Accountant and a registered Contract Advisor with the NFL Players Association. He earned his M.B.A. from Kellogg School of Management at Northwestern University and a B.B.A. in Accounting from the University of Notre Dame.

See Attachment 1 for resumes of each of the Company's Executive Members.

9. Chief Medical Officer – Lisa Beth Ferstenberg, M.D.

Lisa Beth Ferstenberg is a senior biopharmaceutical executive, physician, and entrepreneur with over 30 years of experience delivering drug development milestones that create business value.

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Dr. Ferstenberg is a licensed physician in the State of Colorado. She received her M.D.C.M. from McGill University and her B.A. in Cell Biology from the University of Toronto.

B. PharmaCann Advisory Board

PharmaCann supplements its experience of its management team by retaining various professionals within the various disciplines required by a successful Manufacturing Facility. Their experiences are summarized here, with copies of Dr. Sidransky and Viraj Puri resumes at Attachment 2 Advisory Board Resumes.

1. Scientific Advisors on Marihuana Research

a) Dr. David Sidransky M.D. [REDACTED]

Dr. Sidransky is a renowned oncologist and research scientist named and profiled by TIME magazine in 2001 as one of the top physicians and scientists in America, recognized for his work with early detection of cancer. [REDACTED]

[REDACTED] During the past decade, in the field of oncology, Dr. Sidransky has been one of the world's most cited researchers in clinic and medical journals, with over 300 peer-reviewed publications. He has contributed more than 40 cancer reviews and chapters. Dr. Sidransky is a founder of a number of biotechnology companies and holds numerous [REDACTED]

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[REDACTED] He was the chairperson of AACR International Conferences (2006 and 2007) on Molecular Diagnostics in Cancer Therapeutic Development: Maximizing Opportunities for Personalized Treatment. Dr. Sidransky is the recipient of a number of awards and honors, including the 1997 Sarstedt International Prize from the German Society of Clinical Chemistry, the 1998 Alton Ochsner Award Relating Smoking and Health by the American College of Chest Physicians, and the 2004 Richard and Hinda Rosenthal Memorial Award from the American Association for Cancer Research.

b) Ziva Cooper, Ph.D. [REDACTED]

Dr. Ziva Cooper [REDACTED]

[REDACTED] She received her Ph.D. from the University of Michigan in biopsychology, where she studied the abuse liability of drugs specifically focusing on how different states of opioid dependence alter operant behavior maintained by various reinforcers. In 2009, Dr. Cooper completed a postdoctoral fellowship under the mentorship of Drs.

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Academic Training:

- 2001 B.S., University of Michigan, Biopsychology and Anthropology
- 2007 Ph.D., University of Michigan, Sponsor: James H. Woods, Ph.D.
“Effects of repeated morphine deprivation on operant responding in rats”
- 2007-2009 Postdoctoral fellowship, New York State Psychiatric Institute (NYSPI) and College of Physicians and Surgeons of Columbia University, New York, NY

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Professional Organizations, Societies, and Services:

- 2013-present College on Problems of Drug Dependence
- 2013-present International Cannabinoid Research Society
- 2013-present American Society for Pharmacology and Experimental Therapeutics, Behavioral Pharmacology Division
- 2011-present American Psychological Association Division 28: Psychopharmacology and Substance Abuse
- 2007-present International Study Group Investigating Drugs as Reinforcers: Member
- 2007-present Behavioral Pharmacology Society

Representative Research Activities:

Behavioral and Physiological Effects of Cocaine Smoked with Marihuana (active) - Substances are rarely abused independently, thus, determining the physiological and behavioral effects of abused drugs administered independently and simultaneously under well-controlled conditions is an imperative preliminary step to advance the area of substance-abuse treatment in dually dependent populations. Marihuana abuse and dependence among the cocaine-dependent population is widespread. Although there has been a great deal of research investigating the behavioral and physiological effects of cocaine and marihuana independently, there are few reports documenting how marihuana alters cocaine’s behavioral and physiological effects and no

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studies directly assessing how marijuana alters relapse to cocaine use. Dr. Cooper and colleagues are interested in identifying variables that contribute to the abuse liability and health risks associated with this drug combination by investigating how marijuana and cocaine-associated cues may impact the subjective, reinforcing, and physiological effects of smoked cocaine. These findings will clarify the role of the cannabinoid system on cocaine's effects while also providing clinically relevant information to direct treatment strategies for this dually dependent population.

Analgesic Effects of Marijuana and Oral THC (past)- Laboratory animal studies have demonstrated the analgesic effects of drugs that act on the cannabinoid system; however, these effects have yet to be clearly elucidated in humans. To better understand the potential clinical application of cannabinoids for pain management, Drs. Cooper, Haney and Comer investigated the analgesic efficacy of smoked marijuana and oral THC in the Cold-Pressor Test (CPT), a laboratory model of pain. The CPT has predictive validity for clinical use of analgesics. Determining the efficacy of cannabinoids in an experimental model of pain will provide important endpoints of this effect to further investigate the potential role for clinical use of smoked marijuana and/or oral THC as analgesics.

Glial-inhibitors for Opioid Tolerance and Dependence (past) - Recent evidence has reliably demonstrated that opioid agonists increase glial cell activity, resulting in neuroadaptations that increase opioid tolerance and dependence, and directly contribute to their abuse liability. Dr. Cooper is working with Dr. Comer and colleagues to identify the potential of glial-cell inhibitors to both decrease the abuse liability of opioids while enhancing their therapeutic efficacy as analgesics by attenuating tolerance and dependence associated with opioid-induced glial activation.

c) ***Stephen Weber, M.D.*** [REDACTED]

Stephen Weber, [REDACTED]

[REDACTED] Dr. Weber is involved with the strategy, development and implementation of PharmaCann patient programs, including patient enrollment and education.

A graduate of Cornell University and the New York University Medical School, Dr. Weber completed his residency at the University of Chicago Medical Center, followed by a master's degree from the Harvard School of Public Health and a fellowship in Infectious Disease at Beth Israel Deaconess Medical Center. [REDACTED]

[REDACTED] In addition to playing an active role in infection prevention policy debates at both the state and federal level, Dr. Weber is a founding member of the Chicago Healthcare Epidemiology Roundtable, a consortium of local experts who promote transparency and innovation in infection prevention across the area.

[REDACTED] He is an authority on the management of a wide variety of complex infections, especially those affecting hospitalized patients. He has authored many studies on the prevention and management of health care-associated infections, primarily those caused by multidrug-resistant organisms.

Memberships

American Society for Microbiology

Chicago Healthcare Epidemiology Roundtable

Infectious Diseases Society of America

Society for Healthcare Epidemiology of America

d) *Michael H. Davidson, M.D.* [REDACTED]
[REDACTED]

Michael H. Davidson [REDACTED]
[REDACTED]

[REDACTED] Dr. Davidson earned his medical degree from The Ohio State University College of Medicine in Columbus. Dr. Davidson then completed his residency and fellowship in cardiology at Rush University Medical Center in Chicago.

An active researcher, Dr. Davidson's clinical research background encompasses both pharmaceutical and nutritional clinical trials. His extensive research on statins, novel lipid-lowering drugs, CB1 antagonists and nonpharmacologic risk factor reduction has established him as a key opinion leader in this area. A prolific author and lecturer on lipid disorders, nutrition, and atherosclerosis, Dr. Davidson has coordinated more than 1,000 clinical trials in areas of preventive cardiology and published more than 250 articles for leading medical journals and has written 3 books on lipidology.

Dr. Davidson is board-certified in internal medicine, cardiology, and clinical lipidology. He is a Fellow of the American College of Cardiology and the American College of Chest Physicians. [REDACTED]

[REDACTED] Medical Research Advisor was named in The Best Doctors in America for the past ten years, ranked third in the world by Expertgate in the field of lipidology and [REDACTED]
[REDACTED]

2. Manufacturing Advisory Members

a) Patrick Brown, Ph.D. – Scientific Advisor on Marijuana Genetics and Strains

Patrick Brown is an Assistant Professor at the University of Illinois. He received his Ph.D. from Cornell University in 2008. His areas of research include:

- Assess the contribution of specific gene families to the phenotypic diversity observed in maize ears.
- Using GBS to genotype polyploid crop species and wide hybrids.
- The genetic improvement of sorghum as a bioenergy crop.
- Genetic architecture of complex traits in sorghum.

b) Viraj Puri, Sustainable Practices

Viraj Puri

His written work has appeared in several books and publications including, “100% Renewable – Energy Autonomy in Action” and the UN Academic Journal. He has received fellowships from the TED conference and the Wild Gift, where he currently serves on the board of directors.

Viraj is a LEED® Accredited Professional and received a B.A. from Colgate University.

c) Jesse Lopez, B.S. – Nutraceutical Development

Mr. Lopez has more than 30 years of experience in the nutrition and health market as a leader in launching innovative, science-backed products to the dietary supplement and functional foods industry. He has held executive positions, directed business growth through strategic mergers and acquisitions, and has guided several

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3. Dispensary Operations

a) Susan Singleton, B.S. – [REDACTED]
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local fundraising programs and supporting high school programs that promote reading, attendance and citizenship. Her McCare Night Program, which raises funds to help support local schools and organizations has raised over \$500,000 for her communities. She has served on many local community education and business boards.

C. Senior PharmaCann Staff Members

See Attachment 3 for resumes of each of the Senior PharmaCann Staff Members.

1. Cultivation Senior Staff Members and GAP Experience

a) Jennifer Frymark – Advisor on Greenhouse Operations (non-FTE)

[REDACTED]
[REDACTED] She developed her expertise in greenhouse

systems and management at the Controlled Environment Agriculture Center at the University of Arizona. Her expertise encompasses greenhouse system design, plant nutrition, crop and pest management, sensors and controls, and staff training. [REDACTED]

[REDACTED] She received her M.S. from the University of Arizona (plant sciences) and B.S. from Arizona State (plant biology).

- Design and commission greenhouses, environmental controls and production systems at 4 greenhouses in New York and Illinois;
- Oversee greenhouse operations and team of growers across all facilities: overall planning of climate, pest management (IPM), labor management, crop scheduling, variety selection for optimal yield and quality;
- Develop and implement food safety procedures and protocol to be FSMA and HACCP compliant;
- Research and Development includes, variety trials, crop nutrition, improve operational efficiency, LED and technology trials.

b) Kristan McGuigan – Director of Cultivation (Hillcrest)

Kristan McGuigan is the PharmaCann Director of Cultivation for its Hillcrest, Illinois Cultivation/Manufacturing Facility, which is a greenhouse marihuana growing operation in excess of 37,000 sq. ft. Prior to joining PharmaCann, Kristina spent more than 20 years in the horticultural field, including both hands-on in greenhouses and behind a desk working on the administrative side.

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c) William Scheffler – Director of Cultivation (Dwight)

William “Bill” Scheffler is the PharmaCann Director of Cultivation for its Dwight, Illinois Cultivation/Manufacturing Facility, a greenhouse marijuana growing operations in excess of 45,000 sq.ft. Bill assisted with designing and starting PharmaCann cultivation, including all aspects of the greenhouse operation from propagation through flower, irrigation, fertigation, among other tasks. Bill relocated to Colorado for two weeks of intensive training in a Colorado based growing operation.

Bill has over 30 years horticulture experience, which includes 30 years experience IPM and **five years experience with Good Agriculture Practices/HACCP** when he started growing for farmers markets. His experience includes photoperiod sensitive crops comparable to marijuana (tomatoes, mums and poinsettias, e.g.). Additional experience includes:

- Developing and managing large-scale, commercial germination and seeding programs;
- Strain selection and planting of leaf, flower and fruiting crops;
- Crop monitoring via refraction, conduct PH, LaMotte, testing;
- Soil amendment and balancing nutrients;
- Experience with various crop growing methodologies (crop rotation, aquaponics, container growing, greenhouse, bed and field growing);
- Insect and disease control using crop fertility products and agronomic principles.

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Bill is a consulting agronomist on soil and plant nutrition for local fruit and vegetable farmers and farms ranging from a quarter-acre to 20-plus acres that grow crops biologically comparable to marijuana. He has significant experience identifying, treating and resolving numerous crop diseases and blight in commercial fruit and vegetable production settings. A few examples of Bill’s successful eradication efforts include:

- Resolved Botrytis (grey mold) infestation in half-acre raspberry farm. While consulting with a client, on a rainy day, he was able to see the Botrytis moving from berry to berry. Using a foliar feeding plan, with a proprietary formula, he was able to stop the Botrytis.
- Identified and resolved a fireblight problem at a commercial pear farm. Fireblight is a significant problem in the pear industry and can be very difficult to overcome.

- Resolved Japanese beetle, grasshopper, spider mites, aphids, white fly infestations in in numerous crop production scenarios through nutritional and biological control.
- Eradicated diseases like scab, rust, cedar hawthorn, using trusted, proprietary protocols over numerous acres of production.

Bill will relocate to New York to implement the PharmaCann New York growing operation.

d) Izabella Kowalski – Lead Cultivation Technician
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- University of Illinois Master Gardener, 2008;
- Kane County (Illinois) Certified Naturalist, 2009;
- Numerous industry related (vegetable, herb and fruit production) field days, seminars, conference, workshops.

Bill and Izabella have been involved with PharmaCann from the start including greenhouse design and cultivation planning and implementation. Izabella relocated to Colorado for two weeks of intensive training in a Colorado based growing operation. They are committed to working with PharmaCann to develop and implement the systems necessary to cultivate and harvest a consistent supply of the highest quality medical marihuana.

Izabella will move to New York to implement the PharmaCann New York growing operation.

2. Processing Senior Staff Member and GMP Experience

a) John Schneider, M.B.A. – Vice President of Operations

John Schneider is chemical engineer and M.B.A. who has decades of experience managing the critical day-to-day operations for large, successful complex world-wide manufacturing enterprises [REDACTED]. John has over seven years of direct operations management managing operations that complied with GMP standards. Further, as a General Manager and Vice President General Manger, he has over nine years of general management experience over plants that complied with GMP.

From the technical standpoint, John gained extensive commercial packaging experience, as well, experience with extraction and chemistry, [REDACTED]. He knows how to understand the "pulse of the floor" and has provided his plant leadership team to best address the various issues.

b) Anna Muchnik, M.S. – Quality Assurance, Quality Control Officer

Anna Muchnik is a senior biochemist with more than 20 years of documented quality control experience in pharmaceutical companies managing quality assurance systems, regulatory affairs, and overall project management.

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[REDACTED] Ms. Muchnik has a M.S. in Biochemistry and a B.S. in Biology from the Kiev State University.

3. Lt. Col. Pete Farrell (USA Ret.) –Dir. Corp. Security and Anti-Diversion

Pete Farrell served over 27 years as an Infantryman and Infantry Officer before retiring as a Lieutenant Colonel and a Battalion Commander in 2014. Colonel Farrell served with the 82nd Airborne, Army Rangers, 25th Infantry Division and the Old Guard both domestically and in support of the global war on terror. He served a variety of progressive leadership positions to include Rifle Platoon Leader, Company Commander,

Attachment J - Staffing Plan

Army Ranger Instructor, Company Commander, Combatives Instructor, Combat Advisor, Force protection Officer, Anti-Terrorism Officer, Battalion Operations Officer, Battalion Executive Officer, Regimental Logistical Officer and Battalion Commander.

Colonel Farrell has held multiple positions as a Force Protection and Anti-Terrorism Officer, Physical Security, Personnel Security and Industrial Security advisor for Department of Defense agencies and multinational forces. He has an undergraduate degree from Southern Illinois University, Masters of Management from Webster University and is a graduate of the U.S. Army Command and General Staff College in Leavenworth, Kansas. His military awards include the Bronze Star, Legion of Merit, Combat Infantryman's Badge, Master Parachutist, Long Range Surveillance Leaders Course, Army Ranger tab and numerous other awards and decorations.

4. Jonathon C. Scott – Senior Engineer on Facility Design and Process Flow

Jonathan Scott is a chemical engineer with over ten years experience providing engineering project and process design for gas and hydrogen processing facilities. He is experienced at making recommendations for the design and technical modifications to improve process technology. Mr. Scott conducts process performance tests and feasibility studies, which form the foundation for recommended process flow changes to achieve desired results. He maintains design tools, documentation, and checklists to confirm technical process requirements functions.

Mr. Scott received a B.S. in Chemical Engineering from Texas Tech University.

5. Kara Wright – Manager of Diversity and Public Relations

Kara Wright is a former organizational development consultant with a focus on diversity and inclusion and cultural competency. She has more than two decades of work experience in this field.

During this time, Ms. Wright developed training and speaking materials on diversity,

PharmaCann believes that diversity and inclusion is a business opportunity that builds value into an organization, when all employees are given opportunities to stretch their skills and capabilities. Ms. Wright is helping the Company shape a diversity and inclusion employee policy that builds business value. Ms. Wright has a M.A. in Corporate Communications and Multicultural Communication, and a B.S. in Speech Communication.

D. Michael O’Dowd, Pharm.D. – Director of Dispensaries

Michael O’Dowd is a pharmacist [REDACTED] He is currently a Clinical Pharmacy Specialist for the County of Rockland Dept. of Hospitals in Pomona, NY. In this role, Dr. O’Dowd’s responsibilities include serving mainly geriatric patients by interpreting and dispensing prescriptions in a long term care (LTC) facility and performing chart review and drug utilization review. Other duties include supervising pharmacists, pharmacy students, technicians and delivery personnel. He leads staff education and training for pharmacy, nursing and medical staff.

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III. Diversity and Inclusion – PharmaCann Values

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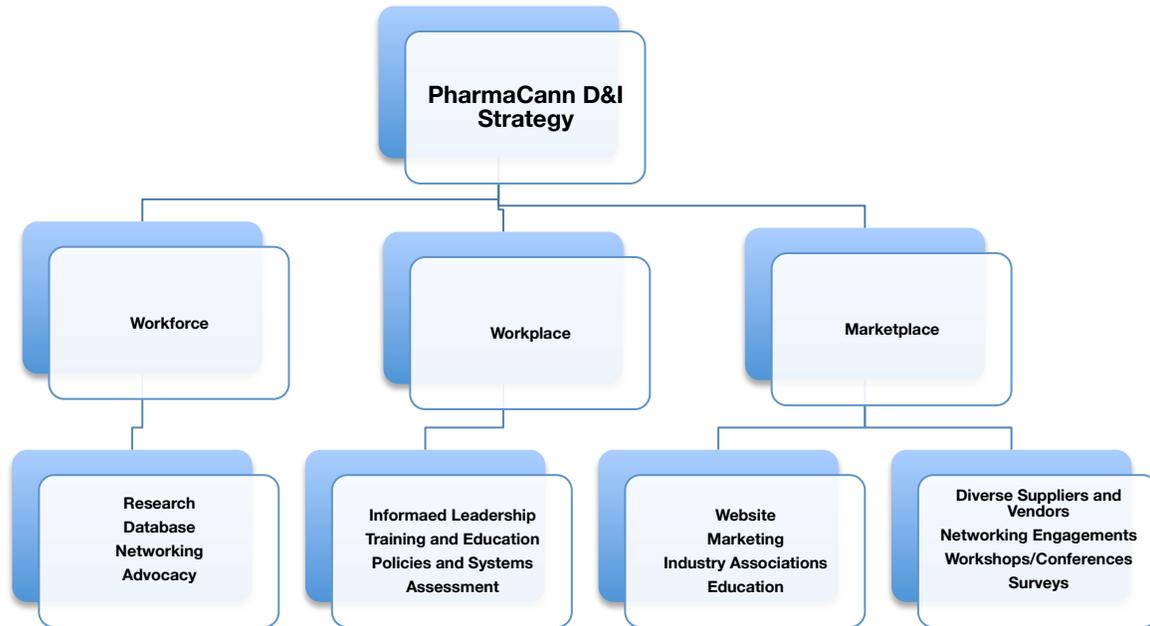
We recognize that to maintain a competitive edge in today’s marketplace we must have a visible commitment to diversity and the resolve to make our actions match our commitments.

C. Defining Diversity

Within our nomenclature, “diversity” will simply mean all the ways people differ based on a definition of diversity that identifies two categories of factors that shape identity. (1) Primary dimensions include age, race, sexual orientation, gender, ethnicity, and physical abilities. (2) Secondary dimensions include education, parental status, income, work background, geographical location, marital status, military experience, and religious beliefs. These distinctions speak to how we see ourselves, define who we are and interact with the world around us. Conversely, they articulate how the world sees us. This definition is both specific and broad, thus allowing people to discover that they too, are a part of the diversity mix. In the simplest of terms, inclusion means those within the organization are allowed to be heard and take part in the process, regardless of their diversity.

D. Framework

PharmaCann will implement the following framework for its commitment to diversity and inclusiveness at its New York operations.



By formally integrating diversity and inclusion practices from the beginning, we believe that this process enables us to be set apart from our competitors and allows us to be full partners with the communities that we serve.

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VI. Current and Anticipated Staffing

A. Corporate Staffing:

Title	Name
Board Member	Stephen Schuler
Board Member	Faye Wilson
CEO	Teddy Scott
Chief Operations Officer	John Leja
Chief Medical Officer	Lisa Beth Ferstenberg

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Chief Marketing/Sales Officer (Board Member)	Christina Leja
Chief Human Resources (Board Member)	Norah Scott
Chief Financial Officer	Brad Leshnock
Chief Compliance Officer	Jeremy Unruh
Vice President of Operations	John Schneider
Quality Assurance Officer	Anna Muchnik
Manager of Diversity and Public Relations	Kara Wright
Senior Engineer on Facility Design/Process Flow	Jonathon Scott
Director of Corporate Security	Pete Farrell
Director of Dispensaries	Michael O'Dowd
Patient Education Liaison	Pamela Greenfield
Telephonic Patient Development Associate	Patricia Park
Admin Manager	Kim Kaskel
IT	Contractor

B. Manufacturing Staffing:

Title	Name
Facilities Manager (NY)	TBD
D-Cultivation (IL)	Kristin McGuigan
D-Cultivation (NY)	Bill Sheffler
Cultivation Technician (NY)	Izabella Kowalski
Cultivation Technician (NY)	TBD
D-Processing (NY)	TBD
Supv. Processing (harvest/trim)	TBD
Supv. Processing (extraction/preparation)	TBD
Processing Technician (trimmer)	TBD
Processing Technician (harvest/drying)	TBD
Processing Technician (extraction)	TBD
Processing Technician (formulation)	TBD
Processing Technician (filling/packaging)	TBD
Director of Warehousing	TBD
Warehouse Technician	TBD
OSS (Manufacturing 4-6)	TBD
Courier 1	TBD
Courier 2	TBD

C. Dispensary Staffing

Dispensary-Amherst

Title	
General Manager	TBD
Dispensary Technician 1	TBD

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Dispensary Technician 2	TBD
Dispensary Technician 3	TBD
Dispensary Technician 4	TBD
OSS #1	TBD
OSS #2	TBD

Dispensary-Syracuse

Title	
General Manager	TBD
Dispensary Technician 1	TBD
Dispensary Technician 2	TBD
Dispensary Technician 3	TBD
Dispensary Technician 4	TBD
OSS #1	TBD
OSS #2	TBD

Dispensary-Albany

Title	
General Manager	TBD
Dispensary Technician 1	TBD
Dispensary Technician 2	TBD
Dispensary Technician 3	TBD
Dispensary Technician 4	TBD
OSS #1	TBD
OSS #2	TBD

Dispensary-Bronx

Title	
General Manager	TBD
Dispensary Technician 1	TBD
Dispensary Technician 2	TBD
Dispensary Technician 3	TBD
Dispensary Technician 4	TBD
OSS #1	TBD
OSS #2	TBD

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Attachment J - Staffing Plan

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This submission and its attachments contains critical infrastructure information, trade secrets, and other highly confidential information in the form of compilation of information, practices, processes, design, commercial methods that are not generally known or reasonably ascertainable by others and by which PharmaCann obtains an economic advantage over others. These materials are submitted to an agency by a commercial enterprise which if disclosed would cause substantial injury to the competitive position of the subject enterprise. PharmaCann objects to any disclosure of this information and requests an exemption from disclosure pursuant to Public Officers Law § 89(5)(a)(1).

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

Attachment J - Staffing Plan

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

Attachment J - Staffing Plan

43

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Attachment 1 Resumes for Executive Team

Attachment J - Staffing Plan

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Stephen Schuler



Professional Experience:

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

Affiliations/Memberships:

- 1984 – Present Member, Chicago Mercantile Exchange
- 2013 – Present [REDACTED]
- 2012 - Present Board Member, NFTE (Network for Teaching Entrepreneurial Education). Serves over 40 Chicago public and charter schools with a focus on low-income youth. In 2013, chapter finished 1st in national business plan competition.
- 2005 – Present [REDACTED]
- 1984 – 1993 Member & Independent Trader on floor of Chicago Mercantile Exchange.

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

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

Faye Wilson [REDACTED] specializing in the development and implementation of successful business strategies. [REDACTED]

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

[REDACTED] Chairman and President of Security Pacific Financial Services, a wholly owned subsidiary of BancAmerica Corporation.

[REDACTED]
[REDACTED]. Prior to assuming the chairmanship of Security Pacific Financial Services, [REDACTED]

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

[REDACTED] Wilson established lead banking relationships with major players in those markets.

Wilson has served as a director on the corporate boards of Farmers Insurance Group; The Home Depot ; SKM (Russian public company) and Community National Bank. Currently she is a director of 2 public companies: BioMed Realty Trust, Inc. and Biocept , Inc. She serves as Chair of the Board of non-profit San Diego Theatres Inc and is a trustee and Vice Chair of The Salk Institute. She remains engaged with the activities of Duke University, her alma mater.

Wilson received master's degrees in international relations and in business administration from the University of Southern California.

TEDDY C. SCOTT, PH.D., J.D.



tcscott@pharmacannis.com

EDUCATION

NORTHWESTERN UNIVERSITY SCHOOL OF LAW, CHICAGO, IL

J.D. *cum laude*, 2000

- Research Assistant to David S. Ruder, Professor of Law and former Chairman of the U.S. Securities and Exchange Commission – 1998-1999
- Dean's List – Fall 1998, Spring 1999, Fall 1999 and Spring 2000

SOUTHERN METHODIST UNIVERSITY SCHOOL OF LAW, DALLAS, TX

August 1997 – May 1998

- *SMU LAW REVIEW* and *JOURNAL OF AIR LAW AND COMMERCE*, invitations for membership
- Dean's List – Fall 1997 and Spring 1998

UNIVERSITY OF TEXAS SOUTHWESTERN MEDICAL CENTER, DALLAS, TX

PH.D. MOLECULAR BIOPHYSICS, 1997

- N I H Research Fellow

TEXAS TECH UNIVERSITY, LUBBOCK, TX

B.S. BIOCHEMISTRY, 1990

LICENSES

STATE OF CALIFORNIA, 2000

STATE OF ILLINOIS, 2001

UNITED STATES PATENT AND TRADEMARK OFFICE, 2002

PROFESSIONAL EXPERIENCE

PHARMACANN LLC, OAK PARK, IL

Chief Executive Officer, April 2014 - Present

- Develop and implement strategies for financing, business development, product development and research program
- Recruit and coordinate the senior management and advisory team
- Build company culture and vision

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TEDDY C. SCOTT, PH.D., J.D.

PAGE TWO

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LEGAL EXPERIENCE

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

TEDDY C. SCOTT, PH.D., J.D.

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

TEDDY C. SCOTT, PH.D., J.D.

PAGE THREE

SCIENTIFIC EXPERIENCE

UNIVERSITY OF TEXAS SOUTHWESTERN MEDICAL CENTER, DALLAS, TX

NIH Research Fellow, July 1992 – August 1997

- Purify pyridoxal kinase from the bloodstream form of *Trypanosoma brucei*
- Clone and sequence the gene for *T. brucei* pyridoxal kinase
- Recombinantly express, purify, and biochemically characterize *T. brucei* pyridoxal kinase
- Produced and analyzed phage display and solid-phase synthesis peptide libraries
- Performed NMR, Fluorescence, and HPLC analysis of peptide binding to the molecular chaperone GroEL

TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER, LUBBOCK, TX

Research Assistant, October 1990 – May 1992

- Study effects on porcine and rhesus monkey natural killer cell activity

SCIENTIFIC PUBLICATIONS

1. Harmon, M.A., **Scott, T.C.**, Li, Y., Boehm, M.F., Phillips, M.A. and Mangelsdorf, D.J. (1997) *Trypanosoma brucei*: Effects of Methoprene and other Isoprenoid Compounds on Procyclic and Bloodstream Forms *in vitro* and in Mice. *Experimental Parasitology*. In press.
2. **Scott, T.C.** and Phillips, M.A. (1997) Characterization of *Trypanosoma brucei* Pyridoxal Kinase: Purification, Gene Isolation and Expression in *E. coli*. *Molecular and Biochemical Parasitology*. **88**; 1-11.
3. Slonina, A.E., **Scott, T.C.**, Lehrman, M.A. (1993) Gene Inactivation in Lec35.1 (Mannosylation-defective) Chinese Hamster Ovary Cells. *Journal of Biological Chemistry* **268**, 6729-6733.

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

John Alan Leja



Experience

PharmaCann LLC

Chief Operations Officer

January 2014- present

Led all aspects of the design, development, construction, implementation and operation of PharmaCann's greenhouse cultivation and dispensary operations. Develop and implemented PharmaCann's cultivation, extraction, MIPs processing, warehousing and transportation operational plans and budgeting for same.

- Negotiated and managed construction contracts for 2 cultivation and 4 dispensary facilities in excess \$12,000,0000
- Led innovation projects for PharmaCann's cultivation and manufacturing operations

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Education

Cornell Law School, Juris Doctor 1998
Concentration: Business Law and Regulations
G.P.A.: 3.00
Activities:
Member, Moot Court Board
Editor, Journal of Law and Public Policy

Purdue University, Bachelors of Science, 1991
Concentration: Computer Technology
G.P.A. 3.22

Miscellaneous

Executive Member, Advisory Board Northwestern University School of Law Bluhm Legal
Clinic, Center on Wrongful Convictions

Board Member, Garfield Park Conservatory Alliance

Illinois *Super Lawyer* "Rising Star," *Law & Politics*, 2009

Member, Illinois State Bar Association

Member, Chicago Bar Association

NORAH F. SCOTT

norah.scott@pharmacannis.com

PROFESSIONAL EXPERIENCE

PharmaCann LLC Oak Park, IL

2014–present

Chief Human Resources Officer

- Oversee the recruiting, interviewing and hiring process for all candidates
- Build relationships with key figures in local communities and organizations to increase education and outreach
- Oversee development and execution of orientation and training programs for employees
- Manage payroll and employee benefits

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NORAH F. SCOTT

norah.scott@pharmacannis.com

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

VOLUNTEER EXPERIENCE

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

NORAH F. SCOTT

 norah.scott@pharmacannis.com

EDUCATION

NORTHWESTERN UNIVERSITY, Evanston, IL **2001**
Master of Science in Communication (MSC) Thesis: Social Capital in the Workplace

UNIVERSITY OF ILLINOIS AT URBANA CHAMPAIGN, Champaign, IL **1995**
Bachelor of Arts in Speech Communication; graduated with Distinction

BRAD LESHNOCK, CPA



CURRENT

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EDUCATION

1997-1998

**KELLOGG SCHOOL OF MANAGEMENT
NORTHWESTERN UNIVERSITY**

Evanston, IL

MBA, Master of Business Administration, June 1998

- Graduated Cum Laude; Dean's list
- Focus in negotiations, decision-making and management

1989-1993

UNIVERSITY OF NOTRE DAME

Notre Dame, IN

BBA, Bachelor of Business Administration, May 1993

- Major in accounting with a concentration in management
- Graduated Magna Cum Laude; Dean's List every semester
- *Honors include:* Beta Gamma Sigma; Beta Alpha Psi; Cantwell Scholarship; Federated Stores Scholarship; Cargill Scholarship; National Merit Finalist; Ohio Board of Regents Scholar

PAST EXPERIENCE

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OTHER INFO

Certified Contract Advisor with the NFL Players Association since 1999

Certified Public Accountant (passed Ohio exam in 1993)



Christina D. Leja

SUMMARY OF QUALIFICATIONS

Over ten years of experience in sales, marketing and project development. My leadership and persuasive abilities have enabled me to gain a strong proficiency in the art of building long-term business relationships with my clients. Team management and problem resolution skills extend my experience beyond the basics, providing me with the tools to achieve success in any market. I am an excellent listener; I quickly understanding the needs and desires of my clients and successfully market to those needs.

EMPLOYMENT HISTORY

PharmaCann LLC; Oak Park, Illinois

April 2014 to Present

Manager. As a Manager on the Board of Managers, responsible for governing the Company by establishing broad policies and objectives; selecting, appointing, supporting and reviewing the performance of the executive officers; ensuring the availability of adequate financial resources; approving annual budgets; accounting to the stakeholders for the organization's performance; and setting the salaries and compensation of company management;.

Chief Marketing Officer. Responsible for all sales and marketing initiatives for both the cultivation business and dispensary business of PharmaCann LLC (d/b/a PharmaCannis).

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EDUCATION

Purdue University - West Lafayette, Indiana

1987 to 1991

Major: B.S. Restaurant Hotel and Institutional Management

Minor: Business Management

Toastmasters International - Lincoln Park Club

Completed four speeches toward receiving Competent Toastmaster (CTM) distinction

Jeremy S. Unruh

*General Counsel with broad business and litigation experience
and a track record of leadership and goal accomplishment*

Highlights of a Career in Law and Business

- **Conducted internal investigations for corporate clients involving financial fraud, environmental matters, and internal compliance issues**
 - ✓ Investigations for defense of federal criminal prosecution
 - ✓ Investigations to determine potential civil and administrative liability
- **Advise business as “troubleshooter” in both outside and in-house general counsel role**
 - ✓ Litigate commercial disputes in state and federal court
 - ✓ Advise on business strategy involving controlled substances, banking, and financial services
- **Managed defense of product liability cases in jurisdictions across the country**
 - ✓ Extinguished court claims against client from several hundred pending claims to none
 - ✓ Dockets involve hundreds of cases at any time pending in state and federal venues
 - ✓ Clients served are engineering firms, product/equipment manufacturers, and specialty chemical compounders
- **Prosecuted criminal felonies in nation’s busiest court system**
 - ✓ First-chair prosecutor position in courtroom of Chief Judge of the Criminal Division of the Circuit Court of Cook County (Chicago), Illinois
 - ✓ Actively investigated crimes with detective personnel from the Chicago Police Department

Education

KELLSTADT GRADUATE SCHOOL OF BUSINESS, DePaul University, Chicago, Illinois
Master of Business Administration (March 2006)

WASHBURN UNIVERSITY SCHOOL OF LAW, Topeka, Kansas
Juris Doctor, Certificate in Environmental and Land Use Law (May 1999)

- Top 10% Jurcyk-Royale Oral Advocate
- President, Environmental Law Society
- Treasurer, Phi Alpha Delta Law Fraternity

KANSAS STATE UNIVERSITY, Manhattan, Kansas
Bachelor of Science, Journalism and Mass Communication (December 1995)

U.S. DEPARTMENT OF JUSTICE NATIONAL ADVOCACY CENTER, Columbia, S.C.

- **Trial Advocacy**, National College of District Attorneys (June 2002)
- **Cross-Examination**, National College of District Attorneys (October 2004)

Legal Experience

PHARMACANN, LLC, Oak Park, Illinois

February 2015-Present

General Counsel and Chief Compliance Officer. Oversee legal and compliance function for largest vertically-integrated medical cannabis permittee in the United States. Recruit, train and oversee security and warehousing/distribution team at two cultivation centers with a total anticipated grow space of 85,000 sq.

ft. Oversee buildout and inventory control at four urban, suburban, and rural dispensaries. Assist executive staff with legal issues as they arise.

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COOK COUNTY STATE'S ATTORNEY'S OFFICE, Chicago, Illinois

May 2000-Aug. 2006

Assistant State's Attorney. Criminal prosecutor in the nation's busiest consolidated criminal court system. Trial experience includes more than four hundred trials, bench and jury, ranging from financial and vendor fraud to violent crime. Worked hands-on with law enforcement to investigate and charge felony crimes. Selected assignments and responsibilities included:

- First chair prosecutor in the courtroom of the Chief Judge of the Criminal Division of the Circuit Court of Cook County, Illinois
- Felony Trial Division
- Homicide/Sex Crimes & Grand Jury Unit
- Felony Review Unit

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Admissions & Associations

- Admitted to the practice of law before the Illinois and Kansas Supreme Courts;
- United States District Court for the District of Kansas;
- Northern, and Central Districts of Illinois (Trial Bar);
- United States Court of Appeals for the Seventh Circuit.

Pro hac vice appearances:

- Erie County (Buffalo), New York;
- Circuit Court of St. Louis, Missouri;
- United States District Court for the Northern District of Georgia (Atlanta);
- United States District Court for the Middle District of Florida (Orlando);
- United States District Court for the District of Indiana (Indianapolis)

Civic and community activities:

- Member, Chicago Bar Association; Illinois State Bar Association; Kansas Bar Association; Defense Research Institute
- Investigator, Chicago Bar Association Judicial Evaluation Committee
- Former Director, March of Dimes, Chicago Division
- Former Chairman, March of Dimes March for Babies (North Suburban Walk)
- Member, Guild of the Chicago Botanic Garden

Attachment 2 Advisory Board Resumes

Attachment J - Staffing Plan

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HONORS

- 1989-1991 National Research Service Award
- 1992 Young Investigators Merit Award
- 1992 Clinician Scientist Award - Johns Hopkins Hospital
- 1995 Foundation for the Promotion of Cancer Research Award (Japan)
- 1997 Sarstedt International Research Prize (German Society of Clinical Chemistry)
- 1998 Cheng Suen Man Shook Foundation Award (Hong Kong Cancer Institute)
- 1998 Walter Hubert Award (British Association of Cancer Research)
- 1998 The Alton Ochsner Award Relating Smoking and Health (American College of Chest Physicians)
- 1999 The International Union Against Cancer Role of Honour
- 2001 The Israel Cancer Research Fund Osserman Award
- 2004 AACR-Richard and Hinda Rosenthal Foundation Award
- 2007 Toby Comet Award Bar Ilan University

MEMBERSHIPS

- 1990-Current American Association for Cancer Research
- 1992-Current American Society for Microbiology
- 1992-Current American Association for the Advancement of Science
- 1992-Current New York Academy of Sciences

BOARDS

- Inclone, Former Vice Chairman of the Board (New York, NY)
- Champions Oncology Chairman Board of Directors (Baltimore, MD)
- Advaxis Inc Board of Directors (Princeton, NJ)
- Rosetta Genomics Board of Directors (Rehovot, Israel)
- Galmed Pharmaceuticals Board of Directors (Tel Aviv, Israel)
- Celsus Therapeutics Board of Directors (New York, NY)
- Tamir Biotechnology, Board of Directors (San Diego, CA)
- Flight Attendants Medical Research Foundation Chair MAB (Miami, FL)
- External Advisory Board, UCSD Cancer Center (San Diego, CA)
- External Advisory Board, Baylor College of Medicine (Houston, TX)
- Scientific Advisory Council, Israel Cancer Research Fund
- Medical Advisory Council, Israel Children's Cancer Foundation

NATIONAL INSTITUTE OF HEALTH WORKING GROUPS

- 1996-Current Member, Developmental Diagnostics, NCI
- 1996-Current Member, Cancer Prevention and Control, NCI
- 1998-2003 Member, Board of Scientific Counselors, NIDCR

SIDRANSKY, David, M.D.

2005- 2010 Translational Research Working Group NCI
2001-2011 Chairman, Early Detection Research Network

EDITORIAL BOARDS

Senior Editor 1994-2004 (Clinical Cancer Research)
Associate Editor (Cancer Research, Journal of the National Cancer Institute, Oral Oncology, International Journal of Cancer, Journal of Clinical Oncology)
Author and Reviewer 2007-2010 (British Journal of Cancer)

CERTIFICATIONS

1988 American Board of Internal Medicine
1991 American Board of Medical Oncology
1998 American Society for Head and Neck Surgery

PATENTS

PATENT NO.	TITLE
1 6,479,234	Detection of hypermutable nucleic acid sequence in tissue and body fluids
2 6,476,206	p40 protein acts as an oncogene
3 6,291,163	Method for detecting cell proliferative disorders
4 6,235,470	Detection of neoplasia by analysis of saliva
5 6,204,374	Cell cycle regulatory gene
6 6,025,127	Nucleic acid mutation detection in histologic tissue
7 5,935,787	Detection of hypermutable nucleic acid sequence in tissue
8 5,908,920	Cell cycle regulatory gene
9 5,856,094	Method of detection of neoplastic cells
10 5,767,258	Cell cycle regulatory gene
11 5,726,019	Analysis of sputum by amplification and detection of mutant nucleic acid sequences
12 5,561,041	Nucleic acid mutation detection by analysis of sputum

ARTICLES PUBLISHED IN PROFESSIONAL JOURNALS

1. Sidransky, D., Von Eschenbach, A., Tsai, Y.C., Jones, P., Summerhayes, I., Marshall, F., Paul, M., Green, P., Hamilton, S.R., Frost, P., Vogelstein, B. *Identification of p53 Gene Mutations in Bladder Cancers and Urine Samples.* Science **252(5006)**:706-709, 1991.
2. Hollstein, M., Sidransky, D., Vogelstein, B., Harris, C. *p53 Mutations in Human Cancer.* Science **253(5015)**:49-53, 1991.
3. Saylor, R.L., Sidransky, D., Friedman, H.S., Bigner, S.H., Bigner, D.D., Vogelstein, B., Brodeur, G. *Infrequent p53 Gene Mutations in Medulloblastoma.* Cancer Research **51(17)**:4721-4723, 1991.
4. Kastan, M.B., Onyekwere, O., Sidransky, D., Vogelstein, B., Craig, R.W. *Participation of p53 Protein in the Cellular Response to DNA Damage.* Cancer Research **51(23 Pt**

SIDRANSKY, David, M.D.

- 1):6304-6311, 1991.
5. Sidransky, D., Mikkelsen, T., Cavenee, W., Vogelstein, B. *Clonal Expansion of p53 Mutant Cells is Associated with Brain Tumor Progression*. *Nature* **335(6363)**:846-847, 1992.
 6. Bennett, W.P., Hollstein, M.C., Hsu, I.C., Sidransky, D., Lane, D.P., Vogelstein, B., Harris, C.C. *Mutational Spectra and Immunohistochemical Analyses of p53 in Human Cancers*. *Chest* **101(3 Suppl)**:19S-20S, 1992.
 7. Sidransky, D., Frost, P., Von Eschenbach, A., Oyasu, R., Preisinger, A.C., Vogelstein, B. *Clonal Origin of Bladder Cancer*. *N Engl J Med* **326(11)**:737-740, 1992.
 8. Sidransky, D., Tokino, T., Frost, P., Hamilton, S., Levin, B., Vogelstein, B. *Identification of Ras Oncogene Mutations in the Stool of Patients with Curable Colorectal Tumors*. *Science* **256(5053)**:102-105, 1992.
 9. Sidransky, D., Tokino, T., Helzlsouer, K., et. al. *Inherited p53 Gene Mutations in Breast Cancer*. *Cancer Research* **52(10)**:2984-2986, 1992.
 10. Lynch, H.T., Watson, P., Smyrk, T.C., Lanspa, S.J., Boma, B.M., Boland, C.R., Lynch, J.F., Cavalieri, R.J., Leppert, M., White, R. Sidransky, D., Vogelstein, B. *Colon Cancer Genetics*. *Cancer* **70(S)**:1300-1312, 1992.
 11. Celano, P., Berchtold, C.M., Mabry, M., Carroll, M., Sidransky, D., Casero, R.A., Jr., Lupu, R. *Induction of Markers of Normal Differentiation in Human Colon Carcinoma Cells by the v-rasH Oncogene*. *Cell Growth Differ* **4(4)**:341-347, 1993.
 12. Leach, F.S., Tokino, T., Meltzer, P. Burrell, M., Oliner, J.D., Smith, S., Hill, D.E., Sidransky, D., Kinzler, K.W., Vogelstein, B. *p53 Mutation and MDM2 Amplification in Human Soft Tissue Sarcomas*. *Cancer Research* **53(10 Suppl)**:2231-2234, 1993.
 13. Boyle, J.O., Koch, W., Hruban, R.H., van der Reit, P., Sidransky, D. *The Incidence of p53 Mutations Increases with Progression of Head and Neck Cancer*. *Cancer Research* **53(19)**:4477-4480, 1993.
 14. Ruppert, J.M., Tokino, K. Sidransky, D. *Evidence for Two Bladder Cancer Suppressor Loci on Human Chromosome 9*. *Cancer Research* **53(21)**:5093-5095, 1993.
 15. Tokino, T., Davidson, N., Helzlsouer, K., Zhenbauer, B., Nakamura, Y., Vogelstein, B., Sidransky, D. *Absence of Germline Prohibiting Mutations in Early Onset Breast Cancer*. *International Journal of Oncology* **3(4)**:769-772, 1993.
 16. Gonzalez-Zulueta, M. Ruppert, J.M., Tokino, K., Tsai, Y.C., Spruck, C.H., III, Miyao, N., Nichols, P.W., Hermann, G.G., Horn, T., Steven, K., Summerhayes, I.C., Sidransky, D., Jones, P.W. *Microsatellite Instability in Bladder Cancer*. *Cancer Research* **53(23)**:5620-5623, 1993.
 17. van der Reit, P. Karp, D. Farmer, E. Wei, Q., Grossman, L., Tokino, K. Ruppert, J.M., Sidransky, D. *Progression of Basal Cell Carcinoma Through Loss of Chromosome 9q and Inactivation of a Single p53 Allele*. *Cancer Research* **54(1)**:25-27, 1994.
 18. Merlo, A. Gabrielson, E., Askin, F. A, Sidransky, D. *Frequent Loss of Chromosome 9 in Human Primary Non-Small Cell Lung Cancer*. *Cancer Research* **54(3)**:640-642, 1994.
 19. Mao, L., Sidransky, D. *Tetranucleotide Repeat Polymorphism in RAF1*. *Hum Mol Gen* **3(3)**:521, 1994.
 20. Nawroz, H. van der Reit, P., Hruban, R.H., Koch, W.M., Ruppert, J.M., Sidransky, D.

SIDRANSKY, David, M.D.

- Allelotype of Head and Neck Squamous Cell Carcinoma*. Cancer Research **54(5)**:1152-1155, 1994.
21. van der Reit, P., Nawroz, H., Hruban, R.H., Corio, R., Tokino, K., Koch, W.M., Sidransky, D. *Frequent Loss of Chromosome 9p21-22 Early in Head and Neck Cancer Progression*. Cancer Research **54(5)**:1156-1158, 1994.
 22. Cairns, P., Tokino, K., Eby, Y. Sidransky, D. *Homozygous Deletions of 9p21 in Primary Human Bladder Tumors Detected by Comparative Multiplex Polymerase Chain Reaction*. Cancer Research **54(6)**:1422-1424, 1994.
 23. Mao, L., Hruban, R.H., Boyle, J.O., Tockman, M. Sidransky, D. *Detection of Oncogene Mutations in Sputum Precedes Diagnosis of Lung Cancer*. Cancer Research **54(7)**:1634-1637, 1994.
 24. Merlo, A., Mabry, M., Gabrielson, E., Vollmer, R., Baylin, S.B., Sidransky, D. *Frequent Microsatellite Instability in Primary Small Cell Lung Cancer*. Cancer Research **54(8)**:2098-2101, 1994.
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SELECT PUBLICATIONS AND ORAL PRESENTATIONS

“*How to Grow Food in the 100% Renewable City.*” 100% Renewable: Energy Autonomy in Action ed. Peter Droege, 2009

“*Sustainable Urban Agriculture:*” TED Conference, Mysore, India 2009

“*Building Integrated Agriculture*” Guest Lecturer, Graduate Architecture Studio, Parsons New School for Design, New York, 2008

ADDITIONAL

- LEED Accredited Professional, United States Green Building Council
- TED Conferences Fellows Program, 2009
- Environmental Leadership Program, 2008
- Board of Directors, The Wild Gift
- [REDACTED]

Attachment J - Staffing Plan

This submission and its attachments contains critical infrastructure information, trade secrets, and other highly confidential information in the form of compilation of information, practices, processes, design, commercial methods that are not generally known or reasonably ascertainable by others and by which PharmaCann obtains an economic advantage over others. These materials are submitted to an agency by a commercial enterprise which if disclosed would cause substantial injury to the competitive position of the subject enterprise. PharmaCann objects to any disclosure of this information and requests an exemption from disclosure pursuant to Public Officers Law § 89(5)(a)(1).

Attachment 3 Senior PharmaCann Staff Members Resumes

Attachment J - Staffing Plan

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This submission and its attachments contains critical infrastructure information, trade secrets, and other highly confidential information in the form of compilation of information, practices, processes, design, commercial methods that are not generally known or reasonably ascertainable by others and by which PharmaCann obtains an economic advantage over others. These materials are submitted to an agency by a commercial enterprise which if disclosed would cause substantial injury to the competitive position of the subject enterprise. PharmaCann objects to any disclosure of this information and requests an exemption from disclosure pursuant to Public Officers Law § 89(5)(a)(1).

Anna Muchnik



DRUG DEVELOPMENT – CMC - CONTRACT MANUFACTURING – ANALYTICAL DEVELOPMENT

Over 20 years of drug development experience in small molecules, drug delivery and biotechnology with a strong comprehension of science, project management, contract manufacturing, quality systems and regulatory affairs. Proven strategic leadership and management skills. Accomplished communicator, able to influence all levels of an organization and build strong teams and relationships inside the company and with its contractors and customers. Lead programs from early preclinical to phase III clinical development.

Core Competencies

CMC • International Technology Transfer • Outsourcing • Analytical Development • API and Drug Product Contract Manufacturing • Product Management • Animal Rule • Team Leadership • GLP, cGMP, ICH Compliance • Budgeting • Employee Recruitment/Training/Development • Communication with Government Agencies - DoD and BARDA

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INVENTIONS AND PUBLICATIONS

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US 7,919,109 Stable Non-Aqueous Single Phases Viscous Vehicles and Formulations Utilizing Such Vehicles

EP 1028706 Buffered Drug Formulations for Transdermal Electrotransport Delivery

CA 2309818 C Buffered Drug Formulations for Transdermal Electrotransport Delivery

US 1995/002194 Pharmaceutical Formulations of Ciliary Neurotrophic Factor

US 61/476,700, Solid Forms Comprising an Inhibitor of HCV NS5A, Compositions Thereof, and Uses Therewith,

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V. Knepp, A. Muchnik, S. Oldmark, L. Kalashnikova, 1998, Stability of Non-Aqueous Suspension Formulations of Plasma Derived Factor IX and Recombinant Human Alpha Interferon At Elevated Temperatures, Pharmaceutical Research, volume 15, Number 7: 1090 - 1095

J. Matsuura, A. Muchnik, S. Berry, L. Kalashnikova, P. Ferreira, A. Chester, P. Quigley, K. Zsebo, 1999, Stability, Zero-order Pumping and Bioactivity of a Non-aqueous Suspension of Human Growth Hormone Using Duros Implantable Pump, Poster at AAPS meeting, New Orleans

J. Wright, H. Dehnad, S. Berry, P. Ferreira, R. Ayer, A. O'Brien, G. Chen, D. Priebe, J. Matsuura, A. Muchnik, L. Kang, A. Chester, 2000, Functionality of somatically driven, implantable therapeutic systems (DUROS implants): effect of osmotic pressure and delivery of suspension formulations of peptides and proteins, Poster at Controlled Release of Bioactive materials Conference, Paris, France

O. Soula, A. Muchnik, C. Bloy, R. Meyrueix, J. Claverie, G. Soula, 2002, Relaxin delivery using polyaminoacid nonoparticles, Oral presentation at Controlled Release Society Meeting, Florida

William Scheffler



Summary of Experience

I am a third generation greenhouse grower and trained horticulturist. I have over 30 years field experience managing all aspects of commercial crop production. This includes identifying treating and resolving production issues such as insects, diseases, drought, frost, hail, as well as plant propagation, crop scheduling, budgeting and manpower issues in commercial flower, fruit and vegetable production. All my crops, both indoor and outdoor, are food grade and grown without any pesticides. This includes photoperiod sensitive crops like mums and pointsettias.

I have 30 years experience with GAP, HACCP, and IPM protocols and our cultivation centers will be third party certified.

Cultivation Experience

Consulting Agronomist

I am a consulting agronomist with local fruit and vegetable farmers with production acreage ranging from ¼ to 20+ acres. I perform soil and tissue tests and make corrective recommendations. I specialize in solving problems nutritionally, no pesticides.

Director of cultivation

2015 - present

Pharmacann, LLC

I provide start up technical assistance in the design of the cultivation centers for Pharmacann and am fully involved in implementing the cultivation protocols both for plant acquisition and their transition to full production. I am responsible for all aspects of commercial cultivation; crop scheduling, plant propagation, soil prep, container and bed prep, in bed spacing, crop fertility, in season monitoring with soil tests and plant sap analysis, pest and pathogen controls using advanced IPM protocols, programming automated greenhouse controls, optimizing environmental conditions (light, temp, humidity, CO2, air flow), monitoring water quality for pH, EC, dissolved oxygen, pesticide residues or other contaminants, record keeping, regulatory compliance, crew scheduling and training.

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

I am experienced commercial horticulturist/farmer with over twenty years commercial crop production experience managing commercial farming operations including:

- customer acquisition and retention (marketing)
- agronomic problem solving in outdoor grows
- conducting soil and tissue tests
- developing and evaluating custom blended foliar and dry fertilizers
- producing and selling commercial food crops
- record keeping, monitoring and materials management

- Organic, biological and Biodynamic protocols

A few examples of crop success' using nutrition instead of pesticides:

- Stopped botrytis (grey mold) infestation in half- acre you-pick and wholesale raspberry farm. While consulting with a client, on a rainy day, we could see the botrytis moving from berry to berry. Using a custom blended foliar, the botrytis was stopped in 20 min.
- Identified and resolved a fireblight problem on a commercial pear farm using foliar applied minerals. Fireblight is a major problem in commercial fruit production but is actually quite easy to control with minerals.
- Resolved Japanese beetle, grasshopper, spider mites, aphids, and white fly infestations in numerous indoor and outdoor crops using nutritional products.
- Eradicated scab, rust, Downy and powdery mildew, pythium, rhizoctonia and fusarium using mineral and biological products.

Professional Affiliations

- Organic Tree Fruit Growers Assn
- Wisconsin Grape Growers Assn
- Wisconsin Berry Growers Assn
- North American Fruit Explorers (NAFEX)
- Midwest Fruit Explorers (MidFex)
- North American Strawberry Growers Assoc.
- Biodynamic Association

Education and Professional Development

- University of Illinois,
Bachelor of Science, Ornamental Horticulture, 1978
- Continuing education thru frequent attendance of numerous industry specific conferences, webinars, list serves, forums and farm field days.

IZABELLA KOWALSKI



SUMMARY OF QUALIFICATIONS

- Seeking a career based position as a cultivation technician to join a new, fast growing industry.
- Highly experienced and grower with creditable knowledge and and hardworking work ethic.
- Skilled multi-tasker, experienced and efficient with credible knowledge. Comfortable working in any and all types of situations, weather conditions and schedules.
- Knowledge in several types of germination protocols
- Strong attention to detail in production, efficiency gaps, etc.

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

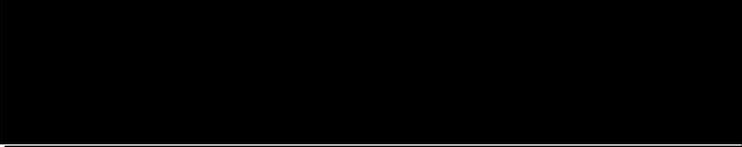
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Schooling/Training

- [REDACTED]
- University of Illinois Master Gardener, 2008
- Kane County Certified Naturalist, 2009
- Numerous industry related (vegetable, herb and fruit production) field days, seminars, conference, workshops,

Computer skills: Windows, PowerPoint, Word, and Excel

Jennifer Nelkin Frymark



QUALIFICATIONS

Greenhouse, Hydroponic Food Production - including greenhouse design, hydroponic production systems, irrigation, climate control, crop scheduling, crop maintenance, pest management, labor management, plant nutrition, food safety, operations, inventory management, energy management, quality control, research & development, facility maintenance planning, data management and analysis, staff training, team communication, organization

EDUCATION

Master of Science (2005): Plant Sciences, University of Arizona

Thesis: *Development of Cultural Practices and Environmental Control Strategies for the Production of Basil (Ocimum basilicum L.) in a Semi-Arid Climate*

Bachelor of Science (2001): Plant Biology, Arizona State University

WORK EXPERIENCE

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

Program Development Assistant, University of Arizona (2005)

- Development of Marketing Short Course
- Data analysis and consultation on plant care and environmental control for South Pole Food Growth Chamber
- Greenhouse and crop management, data collection of Mars prototype greenhouse

Teaching Assistant Natural Sciences 104, University of Arizona (Fall 2004)

- Led discussion section, planned weekly lessons, grading for introductory plant science course

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

Teaching Assistant Molecular and Cellular Biology 181, University of Arizona (Fall 2003)

- Led two lab sections, developed lesson plans and assignments, grading, instruction on scientific method and scientific equipment, scientific writing

Aeroponic Greenhouse Assistant, University of Arizona (Spring 2003)

- Cultivation and maintenance of medicinal herbs and aeroponic system

Facilitator Plant Biology 498, Arizona State University (Spring 2002)

- Developed curriculum to teach junior and senior level college students to integrate plant based science curriculum into elementary schools
- Led lab session in fourth grade classroom and evaluated effectiveness of PLB 498 students in integrating and engaging elementary students in plant science curriculum

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PROFESSIONAL AFFILIATIONS

- [REDACTED]
- Controlled Environment Agriculture Student Association, President (2004-2005)
- International Society for Horticultural Science, Member (2004-present)

HONORS & AWARDS

- GPN Magazine – 40 under 40, 2013
- CEAC Mission Award for outstanding leadership and exemplary service in Controlled Environment Agriculture, 2012
- New York City's 1st Annual Green Business Competition – Gotham Greens
- 7th Annual HMA Media Award in Writing/Journalism Category. July 13, 2006, Alexandria, VA.
Awarded by Hydroponic Merchants Association to Growing Edge, New Moon Publishing for "Fresh Veggies at the South Pole", written by Jennifer Nelkin.
- Magna Cum Laude, University of Arizona
- Magna Cum Laude, Arizona State University

PUBLICATIONS

- Nelkin, J., and T. Caplow. 2008. Sustainable controlled environment agriculture for urban areas. *Acta Horticulturae* 801(1):449-456.
- Caplow, T., and J. Nelkin. 2007. Building integrated greenhouse systems for low energy cooling. Proceedings of the 2nd PALENC Conference and 28th AIVC Conference on Building Low Energy Cooling and Advanced Ventilation Technologies in the 21st Century. Crete, Greece.
- Nelkin, J. and T. Caplow. 2007. Floating Hydroponics in the Big Apple. *The Growing Edge* 18(4):38-40.
- Giacomelli, G., L. Patterson, J. Nelkin, P.D. Sadler and S. Kania. 2006. CEA in Antarctica: Growing Vegetables on the Ice, *Resource* 13(1):3-5.
- Nelkin, Jennifer. 2006. Fresh Veggies at the South Pole. *The Growing Edge* 17(5):34.
- Nelkin, Jennifer. 2006. Growing Vegetables on Antarctica. *DeRuiter Seeds Magazine/New Seeds* 3:10-11.
- Nelkin, Jennifer. 2005. Development of Cultural Practices and Environmental Control Strategies for the Production of Basil (*Ocimum basilicum* L.) in a Semi-Arid Climate. The University of Arizona, 1425583.
- Nelkin, J.B. and U.K. Schuch. 2005. Basil yields were affected by production system and environmental control strategies in a retractable roof greenhouse. *HortScience* 40(4):1062.
- Nelkin, Jennifer. 2004. Learning Together, Growing Together. *The Growing Edge* 15(6):28.
- Nelkin, J.B. and U.K. Schuch. 2004. Retractable Roof Greenhouse Production of Basil (*Ocimum basilicum*) and Lemon Grass (*Cymbopogon citrates*) in a semi-arid climate. *Acta Horticulturae* 659(1):113-120.
- Giacomelli, G.A., A. Suarez-Romero, J. Nelkin, U. Schuch, M. Jensen and C. Kubota. 2004. Climate Control Concepts for Retractable Roof Greenhouse. Proceedings of the 49th Southern Nurseryman Association Horticultural Research Conference. Atlanta, Georgia.

Food Safety Begins on the Farm



Cornell University



THIS CERTIFIES THAT

Jennifer Nelkin

Has successfully completed the

Good Agricultural Practices Online Produce Safety Course

Implementing GAPS: A Key to Produce Safety

September 30, 2009 through October 20, 2009

Melissa Mundo

Dr. Melissa Mundo, Instructor
eCornell Online Course

Elizabeth A. Bihn

Ms. Elizabeth A. Bihn, Coordinator
National GAPS Program

Robert B. Gravani

Dr. Robert B. Gravani, Professor
Department of Food Science

The National Environmental Health Association
(Incorporated 1937)

issues this

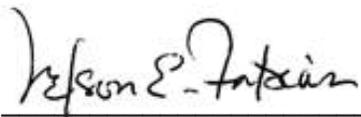
Certificate of Completion

as testimony that

Jennifer Nelkin

*has completed the online
NEHA HACCP Basics for Processors and Manufacturers
accredited by the International HACCP Alliance*

on this 09 *day of* Jun, 2011



Executive Director, NEHA

John H. Schneider

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

Innovative, strategic executive with proven success growing domestic and international businesses through several roles including: **General Management, Innovation Leadership, Operations Management, and Sales Management.** Highly developed business, innovation, leadership, and team building skills that generate core and new market growth, innovative developments, and operational excellence. Highly skilled in implementing the innovation and business development process: long-range product strategy, building the market and business case, development, and commercial launch.

KEY COMPETENCIES

- Multi-site Business Management
- Commercial and Operations Leadership
- Team Building
- Innovation Leadership and Business Development
- Organizational Change Management
- Strategic Use and Expansion of Intellectual Property

PROFESSIONAL EXPERIENCE

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

EDUCATION

Masters of Business Administration (Operations and Marketing), Illinois Institute of Technology, Chicago, 1990

Bachelor of Science (Chemical Engineering), University of Illinois, Urbana-Champaign, 1982

PERSONAL

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

Kara Wright



Key Skills:

- Consultative skills
- Dynamic facilitation skills -- experiential education with small and large groups
- Exceptional relationship --building skills
- Proven analytical and strategic skills
- Deep knowledge and interest in issues of diversity and inclusion

Experience

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

Professional Affiliations

Court approved mediator - Iroquois and Kankakee County Circuit courts
YPO (Partner's Forum) -Chicago Chapter
YWCA, Metropolitan Chapter- Ambassador Council and Nominating Committee
Notre Dame High School for Girls--Former Board Trustee
The Open Book Program - Former Board Trustee

Education

DePaul University, Chicago, Illinois May 2003
Master of Arts in Communication Dual Specialization: Corporate Communication and Multicultural Communication
Spanish Communication Institute, Tepoztlan, Morelos Mexico June-July 2000
Southern Illinois University, Carbondale, Illinois December 1992
Bachelor of Science in Speech Communication Specialization: Communications Arts and Studies

Continued Development

Conflict Resolution Training -- John R. Tate Conflict Resolution Center, Kankakee, Illinois and Center for Conflict Resolution, Chicago, Illinois
National Training Labs, Washington, D.C.--Self and leadership; Diversity theory and practice; curriculum design and facilitation skills
Summer Inst. for Intercultural Communication--Diversity facilitation skills; Intercultural communication theory

Kristan McGuigan



career summary: Twenty-year veteran in the Ornamental Horticulture Industry with nine years as a vegetative grower for a world-class breeding/distribution company. Most recently employed in the product development function managing the end-to-end lifecycle and with a focus on forecasting.

professional experience:

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professional experience, cont.:

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education:

2012	INSEAD	Fontainebleau, France
	Marketing and Sales Excellence (MaSE) training	
1996-1997	University of Wisconsin	Milwaukee, WI
	General studies	
1993-1996	Milwaukee Area Technical College (MATC)	Mequon, WI
	Certificate in Landscape Horticulture	
	1995-1996: ALCA Student Career Days	
	1995-1996: Treasurer and Sales Representative, MATC Horticulture Club	

related skills and experience:

Very experienced with Microsoft Office applications

Active and passionate gardener

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

6

1997 – present Develop and present many garden tours, product training sessions, demonstration seminars

LISA BETH FERSTENBERG, M.D.



Senior biopharmaceutical executive, physician and serial entrepreneur with a 30+ year track record delivering clinical drug development milestones that create value; pharmacovigilance programs that protect patients and corporate management that builds successful teams.

Areas of product development focus include oncology, immunology, autoimmunity, infectious diseases, rare and orphan diseases and regenerative medicine.

EXPERIENCE

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LISA BETH FERSTENBERG, M.D.
PAGE 3

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LISA BETH FERSTENBERG, M.D.
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LISA BETH FERSTENBERG, M.D.
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LISA BETH FERSTENBERG, M.D.

PAGE 3

Board of Directors, Women In Bio

MIT Enterprise Forum

Regenerative Medicine Foundation

International Society for Cell Therapies (Regulatory Affairs Committee past member)

SELECETED PUBLICATIONS

Ferstenberg, L.B. (2011) Vaccinovigilance (book chapter), in Manual of Drug Safety, Second Edition. Ed. By B. Cobert, Ph.D., Jones & Bartlett Learning 2012

Wolinsky, J. et. Al. Efficacy and toxicity of cyclosporine in chronic progressive multiple sclerosis: a randomized, double blind, placebo controlled clinical trial. *Annals of Neurology*. Volume 27, Issue 6, pp. 591-605, June, 1990

Shapiro, J. I., et al. (1995). "Effects of sodium bicarbonate, disodium carbonate, and a sodium bicarbonate/carbonate mixture on the PCO₂ of blood in a closed system." *J Lab Clin Med* 126(1): 65-69.

Ettenger, R. and L. B. Ferstenberg (1991). "Basic immunology of transplantation." *Perspect Pediatr Pathol* 14: 9-40.

Silverberg, B. A., et al. (1976). "Intranuclear complexes in a copper-tolerant green alga." *J Cell Biol* 69(1): 210-214.

QUALIFICATIONS PROFILE

Accomplished Lt. Colonel with mastery of physical security operations and procedures accredited through vast experience managing security operations, physical security requirements and credentialing through the Department of Defense and other government agencies. Highly adept at problem solving, critical thinking and providing precision reporting to enable organizational success through transparent communications and data.

KEY COMPETENCIES:

- Physical Security
- Force Protection
- Crisis Response
- Decision Briefings
- Anti-Terrorism
- Crime prevention
- COA Development
- Staff Operations
- Security Inspections
- Detection
- Risk Management
- Forecasting/Budgeting
- Access Control
- Surveillance
- Policy Writing
- Personnel MGMT

PROFESSIONAL EXPERIENCE:

**Lieutenant Colonel (0-5)
Army Battalion Commander - Professor of Military Science**

Responsible for managing one of the largest and most complex ROTC Battalions in the United States consisting of 23 state, federal and military employees and more than 240 Cadets on seven university campuses in Chicago Illinois. Responsible for all aspects of recruiting, training, mentoring, evaluating and developing future Army officers for commissioning into the United States Army. Experience highlights include:

- Conduct security background checks and maintains secret information and files on 6 separate installations.
- Conducts investigations for all reports of misconduct, mishandling of sensitive information and property loss or damage.
- Developed physical security requirements and supporting program in extremely high traffic, high crime area of Chicago resulting in zero thefts or crimes due to upgrade in access control systems and personnel monitoring systems.
- Provided physical security response and deterrence measures guidance in support of the University for enhanced campus safety.
- Conducted over 400 hrs of high risk and medium risk operations without any injuries.
- Conducted Anti-Terrorism training and security operations for over 240 personnel and graduated response measures for specific threats in Chicago for use on 6 separate Universities in Chicago.
- Successfully completed over 90 secret clearance requests and supporting background investigations without any incomplete or late clearances.
- Demonstrated organizational success led to the authorization of a second program (Battalion) in Chicago while the Army decreased its footprint across the country by 10 Battalions.
- Conducted consulting for the Chicago Police Department in support of the G12 summit.
- Successfully taught physical security, access control and force protection classes for 45 officer candidates consisting of classes and practical exercises.

- Mitigated physical on the job injuries to zero from 2012-2014, due to comprehensive risk management plan.
- Developed the top performing and producing urban program in the U.S. due to extensive revision of academic and tactical training curriculum.
- Demonstrated success led to a second program in Chicago when the number of programs across the country was forced to be decreased.

Battalion Executive Officer, Infantry Major (0-4)

(April 2010 - August 2011)

Executive Officer, second in charge, of a 621 Soldier battalion serving as the only Honor Guard and Escort to the President of the United States. Responsible for developing a staff to conduct day to day operations as well as planning and coordinating with government agencies to ensure protocol and security measure plans are in place for official ceremonies involving the general public, foreign dignitaries and U.S. Officials.

- Executive officer for the Joint base Ft Myer-Henderson hall FT Myer physical security working committee responsible for inspections and developing physical security enhancements in response to emerging threats and vulnerabilities.
- Developed enhanced security measures which led to the disruption of three attempted security breaches in Arlington National Cemetery and Ft Myer.
- Anti-Terrorism and Force Protection Officer for 1st Battalion 3rd Infantry, 3rd Infantry Regiment.
- Complimented on being the only organization in the Washington DC area that met all emergency response measures and requirements during national training exercise.
- Successfully managed physical security measures for 5 separate arms rooms and 15 buildings that received excellence ratings during annual inspection.
- Developed best practices for multi-agency operations in the Washington D.C. as a member of the Interagency Security Committee.
- Successfully coordinated, planned and facilitated security operations for more than 30 ceremonies in support of the public, and government dignitaries, including the President of the United States.
- Selected for promotion and two separate commands at the battalion level.

Battalion Operations Officer, Infantry Major (0-4)

(January 2009 - April 2010)

Served as the Operations Officer of a 621 Soldier battalion consisting of five Infantry Companies that execute ceremonial affairs in Arlington National Cemetery and provide operational Companies for deployment overseas. Develop training and certification plans for both military ceremonies and deploying combat teams. Responsible for day-to-day security operations and operations center responsible to monitor and conduct predictive analysis of changing threats.

- Battalion Security Officer responsible for planning and coordinating security measures, threat analysis and multiagency security coordination for over 30 official ceremonies in support of key government officials, heads of state and special guests.
- Successfully deployed a combat team of Infantry and Military Police for security operations in Iraq that suffered zero casualties or safety violation injuries.

- Executed route security planning for numerous events in Washington DC to include Veterans day, Memorial Day and unannounced drills with exceptional success.
- Developed Operations center capability to provide continuous Command and Control of events in Washington D.C. and Security Operations in Iraq for forward deployed element.
- Demonstrated performance resulted in being chosen as the Battalion Executive Officer.
- Battalion Anti-Terrorism Officer for 1st Battalion 3rd Infantry.

Infantry Major (0-4) Ft Leavenworth, KS (JAN 2008- DEC 2008)

Resident Student at the Command and General Staff College.

Chief of Combined Arms Live Fire, Infantry Major (0-4)

Ft Myer VA (2006 - 2008)

Served as the commander of a 62 man detachment responsible for planning, developing and executing live fire exercises incorporating direct, indirect rotary and fixed wing assets for Army Combat Brigades and Special Operations groups. Chief safety Officer responsible to provide briefings and certify elements from 10-200 personnel for safe operations in the most advanced combined arms live fires training in the world. Responsible for ensuring all air and ground coordination and live fire effects are conducted safely through meticulous planning and control measures for combat operations in Iraq and Afghanistan.

- Developed the most advanced high risk training in the world to integrate and synchronize weapon systems and sensors in order to achieve lethal and non-lethal effects safely.
- Implemented sensory systems and ground force security to create a redundant security bubble allowing real time view of all risk areas and prevention of any trespassing into danger areas.
- Selected for Resident Command and Generals Staff College training Course consisting of 1 year of advanced schooling and acknowledged as top 1% Officer on annual performance rating.

Company Commander, Hawaii, Afghanistan (2001 to 2005)

Ranger Instructor, Ft Benning, Georgia (1999 to 2001)

Infantry Officer, Ft Bragg, North Carolina, Panama (1996 to 1999)

EDUCATION

Webster University St. Louis, MO
Masters in Management and Leadership Suma Cum Laude

Command and Generals Staff College Fort Leavenworth, KS
Strategic Planning Honors

Southern Illinois University Carbondale, IL
Bachelor Degree in Graphic Design Distinguished Military Graduate

JOB RELATED TRAINING:

Antiterrorism Level I, II, III, Force Protection Officer, Physical Security Officer, Operations Security, Risk Assessment and Mitigation, Threat Analysis, Conflict Resolution, Critical Thinking, Problem

Solving, Counter Insurgency Operations, Joint Operations, Interagency and Multinational Operations, Full Spectrum Operations, Surveillance/Counter Surveillance, Advanced Combat Life saver, Sexual Harassment, Staff management, Information Operations Officer, Logistics management, USMC Intermediate Range Safety Course, Safety Management, Risk Management, Joint Firepower Controller's Course, Instructors Training Program, Army Combatives, Army Ranger Instructor Certification, Advanced Urban Marksmanship.

AFFILIATIONS

Army Ranger Association - member

Veterans of Foreign Wars - member

University of Illinois Chicago Men's Baseball – conditioning consultant

ADDITIONAL INFORMATION

Highly skilled and experienced Anti-Terrorism and Physical Security Officer with over 10 years of experience in conducting Physical Security inspections, assessments, developing plans and strategies for implementation. Experienced in developing reports, presentations and decision briefs for Commanders, directors and external agencies such as the secret service, installation commands, contractors and law enforcement agencies. Expert in Risk Assessment and Mitigation, Contingency planning and development of passive and active deterrent systems with over 10 years of domestic and international experience.

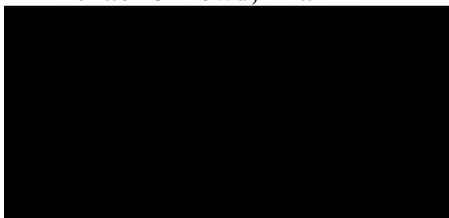
Exceptionally skilled on Microsoft office and implementation of computer as well as video systems to enhance security operations.

Well versed in key Force Protection and Antiterrorism doctrine to include ADRP 3-37 Protection, AR 190-16 Physical Security, FM 19-30 Physical Security, DOD 5200.08R Physical Security, FM 3-37.2 Antiterrorism as well as ADRP 6.0 Mission Command to help influence and synchronize leaders and key staffs.

Accomplished Military Career to include Commander in Afghanistan, selection and successful Battalion Command, Honor Guard in Washington DC, Combat veteran, Bronze Star, Legion of Merit Army Ranger, Paratrooper, Ranger Instructor and several additional awards and accomplishments.

Guest lecturer on leadership development, change management, organizational culture, military history, mental and physical fitness and time management for various schools, teams and organizations to include the Noble network and the UIC Athletic department.

Michael O'Dowd, PharmD



Professional Experience

10-06 to present The County of Rockland Dept. of Hospitals Pomona, NY
Clinical Pharmacy Specialist

Responsibilities include serving mainly geriatric patients by interpreting and dispensing prescriptions in a long term care (LTC) facility, performing chart review and drug utilization review. Responsible for maintaining computerized patient profiles. Pharmacokinetic monitoring for those patients on aminoglycoside therapy is done daily. Medication regimen review (MRR) and ambulatory care follow up with patients discharged from Dept. of Hospitals and Department of Mental Health. Other duties include supervising pharmacists, pharmacy students, technicians and delivery personnel. Lead staff education and training for Pharmacy, Nursing and Medical staff. Deliver Power Point® presentations on health related topics to employees, patients and their family. Informatics liaison to healthcare team working with E-Clinical Works® e-prescribing platform. Advised on development of 797 compliant sterile preparations room. Manage Federal 340b program for DOH clinic patients. Participate in patient care meetings with healthcare team, patient and patient's family to offer pharmacotherapeutic information as needed and prepare reports for nursing staff for follow up. Consult at Quality Assurance Committee. Help director of pharmacy to develop and implement policy and procedure relevant to current practice standards.

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

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

Education

University of Florida	Gainesville, FL
Doctor of Pharmacy	
St. John's University College of Pharmacy	Jamaica, NY
BS Pharmacy	
Rockland Community College	Suffern, NY
AAS Pre-Pharmacy	

Additional Professional Activities

Lecturing to professional and non professional groups on healthcare topics as they relate to the practice of pharmacy.

New York State Pharmacy Board Examiner

Item writer for Pharmacy Technician Certification Exam.

Certified Healthcare Provider American Heart Association.

Certified Immunizer

Completed Leadership Training Course at The County of Rockland Training Center

Working toward Board Certification in Pharmacotherapy

Professional Memberships

Pharmaceutical Society of the State of New York

Westchester & Rockland Society of Pharmacists

Westchester County Society of Health Systems Pharmacists

American Society of Health System Pharmacists

References upon request

JONATHAN C. SCOTT



PROFESSIONAL EXPERIENCE

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

Certifications

Engineer in Training (EIT), Texas

May 2003

Computer Skills

Aspen Plus, Unisim, HYSYS, FlareNET, AFT Arrow, Fathom, MS Office, ChemCAD, MathCAD, HTRI

EDUCATION

Texas Tech University, Lubbock, TX

Bachelor of Science, Chemical Engineering,

May 2003

Academic Engineering Design Projects

- Enzymatic production of formaldehyde and hydrogen peroxide from methanol
- Nitric acid/water distillation unit (batch and continuous)
- CO₂ Sequestering Process
- Power Plant Design

Chemical Engineering Department, Texas Tech University

July - October 2001

Undergraduate Research Aid

- Tested batch reactor simulator software
- Conducted basic process control evaluation and simulated unit to create Nylon 66

Organic Chemistry Department, Texas Tech University

August - December 1999

Undergraduate Research Aid

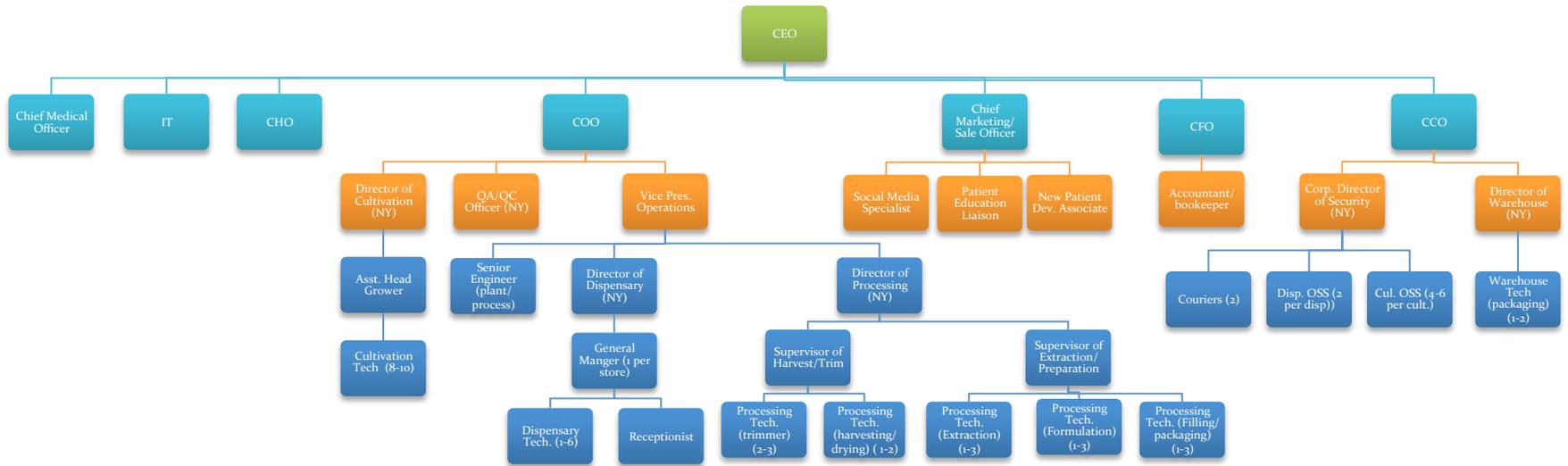
- Produced aromatic compounds for physical testing
- Used distillation, column chromatography, and mass spectrometry

Attachment 4 PharmaCann Organizational Chart

Attachment J - Staffing Plan

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This submission and its attachments contains critical infrastructure information, trade secrets, and other highly confidential information in the form of compilation of information, practices, processes, design, commercial methods that are not generally known or reasonably ascertainable by others and by which PharmaCann obtains an economic advantage over others. These materials are submitted to an agency by a commercial enterprise which if disclosed would cause substantial injury to the competitive position of the subject enterprise. PharmaCann objects to any disclosure of this information and requests an exemption from disclosure pursuant to Public Officers Law § 89(5)(a)(1).



Attachment 5 Corporate Management Staffing

Attachment J - Staffing Plan

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This submission and its attachments contains critical infrastructure information, trade secrets, and other highly confidential information in the form of compilation of information, practices, processes, design, commercial methods that are not generally known or reasonably ascertainable by others and by which PharmaCann obtains an economic advantage over others. These materials are submitted to an agency by a commercial enterprise which if disclosed would cause substantial injury to the competitive position of the subject enterprise. PharmaCann objects to any disclosure of this information and requests an exemption from disclosure pursuant to Public Officers Law § 89(5)(a)(1).

Attachment 6 Manufacturing Facility Management Staffing

Attachment J - Staffing Plan

50

This submission and its attachments contains critical infrastructure information, trade secrets, and other highly confidential information in the form of compilation of information, practices, processes, design, commercial methods that are not generally known or reasonably ascertainable by others and by which PharmaCann obtains an economic advantage over others. These materials are submitted to an agency by a commercial enterprise which if disclosed would cause substantial injury to the competitive position of the subject enterprise. PharmaCann objects to any disclosure of this information and requests an exemption from disclosure pursuant to Public Officers Law § 89(5)(a)(1).

Attachment 7 Manufacturing Facility Operating Staffing

Attachment J - Staffing Plan

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Attachment 8 Dispensary Staffing

Attachment J - Staffing Plan

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Attachment 9 Patient Education Staffing

Attachment J - Staffing Plan

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Attachment 10 Security Staffing

Attachment J - Staffing Plan

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Attachment 11 Employee Handbook

Attachment J - Staffing Plan

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Attachment 12 Dispensary Operational Training Materials

Attachment J - Staffing Plan

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Attachment 13 PharmaCann Informational Brochures.

Attachment J - Staffing Plan

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Attachment 14 Cultivation Area Work Schedule

Attachment J - Staffing Plan

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Attachment 15 Processing Area Work Schedule

Attachment J - Staffing Plan

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Attachment 16 Warehouse Area Work Schedule

Attachment J - Staffing Plan

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Attachment 17 Security Area Work Schedule

Attachment J - Staffing Plan

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Attachment 18 Business Administration Work Schedule

Attachment J - Staffing Plan

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Attachment 19 Dispensary Staffing Schedules.

Attachment J - Staffing Plan

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Attachment 20 Media Coverage for PharmaCann, LLC

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Random Research

October 3, 2014

\$20 million equity placement completed by PharmaCann

XDATA – October 3rd 2014

PharmaCann disclosed raising \$20 million as part of a non-brokered equity private placement. One investor acquired the securities on September 18th. No offering was previously initiated by the company under a registration exemption with the SEC.

The company is a developer of medical marijuana cultivation centers and dispensaries. The company holds a license to operate in Illinois under the State's Compassionate Care Act and has been applying for multiple licenses in Ottawa Canada.

PharmaCann, registered in 2014, is headquartered in Oak Park IL. It is led by Teddy C Scott (CEO). The company reported having no revenues. The executive team includes Christina D Leja, John A Leja and Norah Scott. The board of directors includes Stephen G Schuler.

Offering recap

Status: Completed

Company: PharmaCann

Industry: Pharmaceuticals

Amount offered: \$20 million

Amount placed: \$20 million

First sale: 09-18-2014

Data as of: 10-03-2014

[For more information visit www.XDATA.co](http://www.XDATA.co)

Inc.

Investors Spent More Than \$100 Million on Marijuana Businesses in the Last Two Years

Funding for cannabis-related companies grew more than 900 percent during the period.

BY WILL YAKOWICZ

Staff writer, Inc. @WillYakowicz

Over the past two years, investor interest in the marijuana industry has skyrocketed.

IMAGE: Getty Images

It looks like investors have gotten a serious case of the munchies.

During the last two fiscal years, investors spent \$104.5 million to gobble up stakes in cannabis and cannabis-related companies, according to research firm [CB Insights](#). In 2014, funding in the industry grew a whopping 941.5 percent.

The biggest news in the space hit last week, when [Peter Thiel's Founders Fund](#) took part in the \$75 million Series B round of Privateer Holdings, a private equity company that owns two marijuana companies and a website. With the deal, Founders Fund became the first brand-name venture capital firm to get involved in the pot industry.

Surprisingly, relatively few of the 60 deals recorded by CB Insights were for companies in marijuana hubs such as Colorado and California. Instead, a majority of the deals involved companies in Canada and the Midwestern states.

CB Insights found that the \$75 million Privateer Holdings raised was the largest round, followed by the \$20 million raised by PharmaCann, a Chicago-

based group of medical marijuana cultivation centers. Leafline Labs, a Minnesota-based medical marijuana company, was third, with \$12.4 million. Steve DeAngelo, the co-founder of marijuana angel network The ArcView Group, says his organization has brokered a total of \$17 million in deals with 34 companies since it launched in 2010. All those deals go to show how robust the cannabis industry is, he tells *Inc.*

"In the beginning of this industry, our biggest challenges were legal, but we solved many of those challenges. After we figured out the legal landscape, many of our challenges were financial to help scale up and professionalize the businesses," says DeAngelo, who is also the co-founder of Oakland, California-based Harborside Health Center, one of the largest medical marijuana dispensaries in the U.S. "Today, investment is not really a problem. If you have a good team and a good idea, you're in a good position. There is a phenomenal amount of investment

Evanston Now

Oak Park-based firm wins Evanston medical pot license

By [Bill Smith](#) on February 3, 2015 - 8:14am



Long-vacant city garage retail space could become pot shop location.

Oak Park-based Pharmacann, LLC has won a license from the state to open a medical marijuana dispensary that could be located in Evanston.

Pharmacann, which reportedly raised \$20 million in a funding round last fall, was one of 15 applicants for the license to serve Evanston and Niles Township.

Gov. Bruce Rauner Monday also awarded Pharmacann licenses to operate a medical marijuana cultivation site in Dewitt, Livingston or McLean county and dispensary locations in three other areas around the state, including one in either Elk Grove or Schaumburg township.

In making an appeal to local officials to support a cultivation site in Ottawa, Ill., that was not awarded by the governor, Pharmacann co-founder Norah Scott said she was inspired to start the business in part because of suffering her father went through after undergoing spinal surgery.

Evanston aldermen last August designated a long-vacant retail space in the city's Maple Avenue parking garage as a potential site for a medical marijuana dispensary and offered assurance to each of the would-be state licensees that the city was willing to negotiate a lease with them for the space, if they were approved for the state license.

City Manager Wally Bobkiewicz this morning said Pharmacann officials were in contact with the city last week about possibly moving forward with leasing the space.

Paul Zalmezak of the city's economic development staff says Pharmacann -- and most of the other applicants for this area's license -- said in their state license applications that they intended to use the parking garage space at 1800 Maple Ave.

Zalmezak said he hopes to be able to hammer out details of the lease with Pharmacann representatives soon.

He said he doesn't know much about the background of the company's leaders yet.

"When we put this process together, we said we'd leave it to the experts at the state to make the best choice of a licensee," Zalmezak said, "We're hoping their due diligence will pay off and we'll have a quality operator here."

Oak Park-River Forest Patch

Gov. Rauner Awards Medical Marijuana Licenses to Oak Park Company

Pharmacann, LLC could open dispensaries in Evanston, Ottawa, West Aurora and Schaumburg.

By **MORGAN SEARLES** (Patch Staff) February 5, 2015

By [Tim Moran \(Patch Staff\)](#)

[Illinois Gov. Bruce Rauner](#) awarded medical marijuana licenses to 18 companies for 52 retail shops across the state on Monday, including Oak Park company Pharmacann, LLC.

The 1-year-old company was awarded multiple licenses and granted opportunities to open dispensaries in Evanston, Ottawa, West Aurora and Schaumburg, and it was given the green light to open a cultivation site in Dwight.

[According to Bloomberg Business](#), Pharmacann, LLC was incorporated in Oak Park in 2014 and “develops medical marijuana retail centers.”

Teddy Scott, CEO of Pharmacann, LLC, confirmed plans to open a medical marijuana dispensary inside an Evanston parking garage after being awarded the only license available in District 34.

“Hats off to Governor Rauner for getting this done in such short time,” Scott said, noting that the general assumption was that former Gov. Pat Quinn was going to award the licenses before the end of his term. “I doubt this was one of the first things on his plate, but I can’t say enough of the speed and level of detail his team put together in getting this done to help the patients.”

More than 20 companies had sought the sole available license in District 34, which covers some or all of Evanston, Skokie, Niles and Morton Grove. Scott called it one of the most competitive “if not the most competitive” license in the state.

After an [Evanston City Council](#) committee approved its usage, the agreed upon spot for the District was a spot in the parking garage at 1800 Maple Ave., a location which had been vacant for years.

“Our next step would be negotiating a lease with the city,” said Scott, who plans to name the business “Pharmacannis.”

Scott says when the business does open, it will be “discreet” and “professional.”

“This won’t be anything like a head shop or associated with one in any way,” Scott said. “This will be for critically ill people who have been denied this type of medicine.”

A potential logo for the business, Scott added, would be “tasteful.”

The Washington Times

PharmaCann to accept its 2nd marijuana grow permit

By CARLA K. JOHNSON - *Associated Press* - Monday, March 2, 2015

CHICAGO (AP) - A suburban Chicago company called PharmaCann took on a bigger role in Illinois' medical marijuana industry Monday, confirming it would accept a cultivation center permit in an area where another group abandoned its plans.

Illinois Department of Agriculture spokeswoman Kristi Jones told The Associated Press Monday that PharmaCann was the next-highest scoring qualified applicant in District 1, which covers Carroll, Lee, Ogle and Whiteside counties.

PharmaCann has 15 days to provide the required \$200,000 license fee and a \$2 million surety bond or escrow account, Jones said.

"We're very excited," said PharmaCann CEO Teddy Scott, adding the Oak Park-based company will accept the permit and proceed with a growing operation in Hillcrest. "It was a site where we were always looking forward to the possibilities."

This is the second cultivation permit for PharmaCann, which also plans a growing operation in Dwight. Under four dispensary licenses, the company plans to sell marijuana in Ottawa, North Aurora, Schaumburg and Evanston.

PharmaCann's opening came when Green Thumb Industries declined a permit and dropped a planned cultivation center in Dixon. The company will focus instead on growing marijuana in Rock Island and Oglesby "to ensure long-term stability while producing the highest quality product and contribute to the overall success of the pilot program," said Green Thumb Industries CEO Ben Kovler in a statement.

Required fees have been received "from every other district where a permit was awarded," the agriculture department spokeswoman said. Three districts where no permits were awarded "continue to be under further review."

Read more: <http://www.washingtontimes.com/news/2015/mar/2/pharmacann-to-accept-its-2nd-medical-marijuana-per/#ixzz3bLYxKdwu>

Follow us: [@washtimes](#) on Twitter

PharmaCann gets latest license to grow medical marijuana

. By [Robert McCoppin](#) Chicago Tribune [contact the reporter](#)

PharmaCann gets medical marijuana grower's license
Medical marijuana grow license goes to PharmaCann

Illinois regulators Monday awarded a medical marijuana growing license to PharmaCann LLC, to replace a firm that gave up its license in the northwestern part of the state.

The approval means that PharmaCann, based in Oak Park, has won approval for two grow centers and four dispensaries statewide, more than any other business in the state.

Green Thumb Industries LLC gave up its license to grow marijuana in Dixon last week after it didn't come up with the required \$2 million surety bond or escrow account and the \$200,000 permit fee. Local officials said Green Thumb, which also has licenses to operate two other grow centers, expressed concerns about the cost of the license while only about 1,000 patients have been approved to get medical marijuana.

GTI officials said their decision to give up the license had nothing to do with a lack of financial resources.

GTI "strategically decided not to accept the license for market reasons and to narrow the focus of its business to two cultivation markets," spokeswoman Rebecca Rausch wrote in an email.

PharmaCann qualified for the license as the second highest scorer in the District, and now has 15 business days to come up with the money, the Illinois Department of Agriculture announced.

A PharmaCann representative could not be reached.

District 1 covers Carroll, Ogle, Lee and Whiteside counties, west of DeKalb. In August, the village board of Hillcrest, just south of Rockford, unanimously approved a resolution for PharmaCann to locate the proposed cultivation center there.

In the fall, federal documents show, PharmaCann reported selling \$20 million in securities, with a minimum \$50,000 purchase from outside investors.

Regulators are still reviewing applications for three cultivation center licenses in Cook County and in District 2, which covers DeKalb, DuPage, Kane, Lake and McHenry counties.

rmccoppin@tribpub.com

Twitter @RobertMcCoppin

Locals land most medical marijuana licenses in state

By [Jennifer Johnson](#) and [Ben Meyerson](#)

One of biggest medical marijuana businesses in state is based in Oak Park and River Forest

As medical marijuana gets closer to debuting across Illinois, one of the biggest pot businesses in the state has planted its roots in Oak Park.

PharmaCann LLC looks poised to operate four medical marijuana-selling shops and two growing centers spread out across the state. It's led by Teddy Scott, who formed the business last year with his wife, Norah. Also among the company's investors are local philanthropist Mary Jo Schuler, her husband, Stephen Schuler, and River Forest residents John and Christina Leja.

Scott said the company was started based in part on personal connections each founder has with someone they believe can benefit from pharmaceutical marijuana.

"We saw it as a business opportunity, clearly, as a lot of people do, but we also saw an opportunity to make a difference," Scott, a resident of Oak Park since 2001, said. "We believe it's something that can help people. We each have an immediate family member that would qualify [for medical marijuana]."

Two of these family members currently live in Illinois and have obtained a patient registry card to use as soon as medical marijuana becomes available, Scott said. Others live in states where marijuana is not legal for medicinal purposes.

"These are sick people, people who are suffering," he said. "Each of us has been touched by knowing someone in particular who could benefit."

Illinois regulators recently gave PharmaCann the opportunity to secure a license for a marijuana cultivation center in Hillcrest, the second such license the company expects to receive. Its other cultivation center is set to be located in Dwight.

PharmaCann is also planning to open medical marijuana dispensaries in Evanston, Schaumburg, North Aurora and Ottawa. Though the licenses have been approved, there are many requirements the company must meet before they are actually in the owners' hands, Scott said.

"Time-wise, it could be quite a while before the dispensary licenses are issued," he said, adding that the deadline for submitting required materials is early June.

Scott contends there is "no fake condition" on the state's list of ailments that may qualify for medical marijuana treatment and that he believes the drug "is a benefit for people who are suffering." Included among the 30 qualifying conditions are cancer, glaucoma, multiple sclerosis, Parkinson's disease, spinal cord injuries, traumatic brain injury and HIV and AIDS.

Scott, who holds a Ph.D. in molecular biophysics and worked as an intellectual property attorney before starting PharmaCann, acknowledged that he has not taken part in medical marijuana research, but has spent time "accessing what was publicly available" on medical marijuana treatment.

"I understand it's controversial and I can understand there are people who are against this," Scott said. "But based on the information I have seen, I would disagree with them."

Mary Jo Schuler says she and her husband weren't sure at first about investing in PharmaCann, but the potential for social good won them over.

"We know a lot of people are getting marijuana to help them deal with their pain and their illness, but they're doing it on the black market," she said. "We think there's a tremendous amount of value that our government will be developing standards in relation to the content and quality."

Beyond that, she's a big believer in the free market's ability to help the government do things efficiently.

"We believe that in order for societies, communities or states to advance progress on all levels, it requires some private market engagement," she said. "We feel good about helping our state and our local government develop a proven medical treatment."

The list of local organizations she's involved in is long: Owner of the Marion Street Cheese Market and Greenline Wheels; board member at the Oak Park-River Forest Community Foundation and Dominican University; and president of the Triton College Advisory Board, among other ventures.

At PharmaCann, she won't be involved in the day-to-day operations of the company. Her husband, Stephen, is on the company's board; she describes herself as "simply an investor."

However, she says that once PharmaCann gets its dispensaries and cultivation centers up and running, they'll be active philanthropists in those communities. She'll likely lead those efforts.

As someone who's socially and politically active, Schuler knows she may face local blowback from her investment. She said she's not concerned about that, though.

"It's very possible that people out there will judge me differently, people may say things behind my back, but that's all part and parcel of being a publically engaged person," she said. "I know that I have gone through a very deep analysis of all the considerations, and I stand by our decision to invest."

The Compassionate Use of Medical Cannabis Pilot Program Act, signed in law in 2013, is a pilot program slated to run through 2018.

As of March 4, the Illinois Department of Public Health had issued roughly 1,600 approval letters to people seeking access to medical marijuana.

posted: 3/11/2015 5:30 AM

Schaumburg grants permit for medical marijuana dispensary

Eric Peterson

Schaumburg trustees Tuesday approved a special-use permit for the state licensed medical marijuana dispensary intended to serve the entirety of Schaumburg Township.

Chicago-based PharmaCann LLC's Schaumburg dispensary will occupy a 1,412-square-foot industrial park unit at 1135 Tower Road.

Though some enhancements are expected to be made to the building, including installation of a steel-lined vault, that work is expected to be completed long before state-licensed cultivation centers begin supplying the medical marijuana dispensaries in about six months, Schaumburg Planning Services Manager Tom Farace said.

Village planners began working on criteria for the special-use permit about a year ago to ensure that such a business would be an appropriate fit for its surroundings as well as that any and all proposals for the new state-licensed enterprises would be considered fairly by local officials, he added.

Security concerns were a key distinction for such businesses, but satisfied by the assurance that PharmaCann will have a vault for storage of marijuana products as well as hire security guards in addition to its service employees, Farace said.

"That was one of the main items that we looked at," he said. "We knew this would be a very secure place."

Though other potential companies had filed proposals for dispensaries with the village, those rival bids were withdrawn as soon as the state issued PharmaCann the license for Schaumburg Township several weeks ago.

The village of Schaumburg was certainly not the only possible location for such a dispensary in the township, with Elk Grove Village having made similar preparations to receive a proposal from the ultimate holder of the state license.

The possible legalization of medical marijuana in Illinois was regarded as a controversial decision by some municipalities just a couple years ago. But Schaumburg's zoning board of appeals and village board considered the PharmaCann bid in the same way as any other zoning proposal -- just as the state demanded, Farace said.

Attachment K

ISP Confirmations



PharmaCann

Attachment K – ISP Service Confirmation

1

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I. Proof from Local Internet Providers Of Internet Connectivity

PharmaCann has obtained proof from the local internet service providers that all of PharmaCann's manufacturing and dispensing facilities are located in an area with internet connectivity.

II. Locations and ISP Proof

Manufacturing - Hamptonburgh

Hudson Valley Area - Orange County

600 Neelytown Road, Montgomery, NY 12549

(Note-The property is physically located in the town of Hamptonburgh)

See Attachment 1, Manufacturing ISP Proof.

Dispensary 1 - Buffalo Area – Erie County

25 Northpointe Parkway, Amherst, New York 14228

See Attachment 2, Dispensary 1 (Buffalo) ISP Proof.

Dispensary 2 – Syracuse Area – Onondaga County

642 Old Liverpool Road, Liverpool, New York 13088

(Note-The property is physically located in the town of Salina)

See Attachment 3, Dispensary 2 (Syracuse) ISP Proof.

Dispensary 3 – Albany – Albany County

10 Executive Park Drive, Albany, New York 12203

(Note-The property is physically located in the town of Guilderland)

See Attachment 4, Dispensary 3 (Albany) ISP Proof.

Dispensary 4 – Bronx – Bronx County

1280 Oak Point Ave, Bronx, New York 10474

See Attachment 5, Dispensary 4 (Bronx) ISP Proof.

Attachment K – ISP Service Confirmation

Attachment 1, Manufacturing ISP Proof.

Attachment K – ISP Service Confirmation

3

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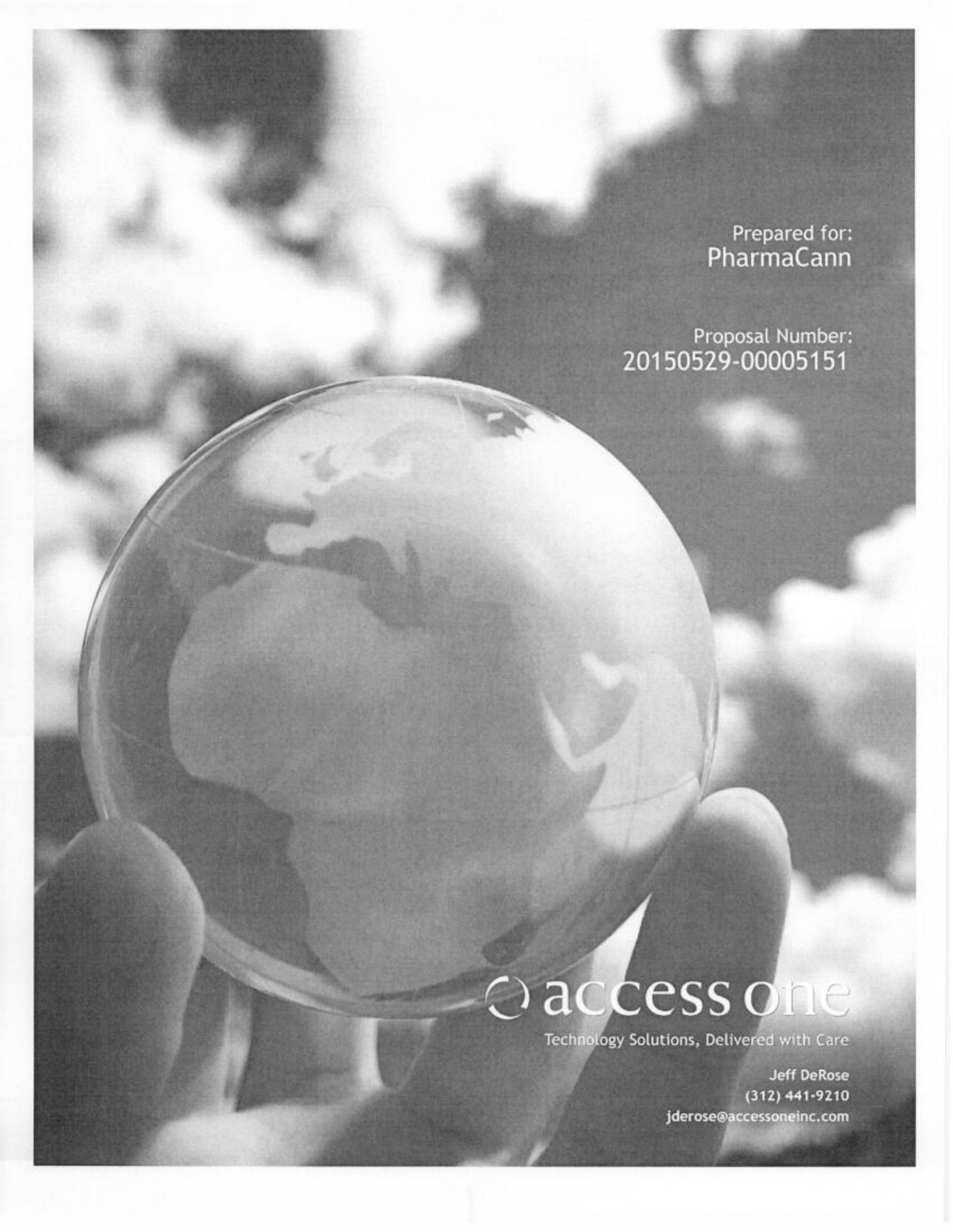
PharmaCann ISP Confirmations

600 Neelytown Road, Montgomery, NY 12549

ISP's:

1) AccessOne

2) Frontier



Prepared for:
PharmaCann

Proposal Number:
20150529-00005151

 **access one**

Technology Solutions, Delivered with Care

Jeff DeRose
(312) 441-9210

jderose@accessoneinc.com



Access One: Technology Solutions, Delivered with Care

Thank you for your interest in Access One!

Access One is a business technology and communications services provider that customizes solutions to the unique needs of growing businesses. Known for both our unparalleled customer service and cutting-edge network, we provide complete end-to-end communication solutions for traditional and multimedia applications. Our scalable, high-capacity infrastructure, coupled with our continued network investment, enables us to expand our product portfolio, remain competitively priced, and create highly effective solutions tailored to your business.

Unlike many of the telecom and cable giants that prioritize the bottom line above all else, our mission is to provide the #1 customer experience in business technology and communications. Since 1993, we have continually strived to fulfill this mission and are proud to maintain an A+ rating from the Better Business Bureau.

Recent Awards and Recognition



2014 Silver Stevie Award
for Front-Line Customer
Service Team of the Year



Chicago and Northern
Illinois Better Business
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 access one

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access one

Jeff DeRose
 820 W Jackson Blvd, Ste 650, Chicago, IL 60607
 312-441-9210
jderose@accessoneinc.com

DATE: June 1, 2015

PharmaCann
 600 Nellytown Rd, Montgomery, NY

DIA

600 Nellytown Rd, Montgomery, NY
 1.5M Internet
 Managed Router
Total:

Quantity
1
1

36 Month Term	
Rate	MRC
\$ 1,084.68	\$ 1,084.68
Included	Included
	\$ 1,084.68

DIA

600 Nellytown Rd, Montgomery, NY
 3M Internet
 Managed Router
Total:

Quantity
1
1

36 Month Term	
Rate	MRC
\$ 2,748.82	\$ 2,748.82
Included	Included
	\$ 2,748.82

\$0 NRC

Please Note:
 Prices quoted are valid for thirty (30) days from quotation date and are subject to final approval by Access One, Inc.
 Installation costs waived on multi-year terms unless otherwise specified.
 All prices exclude applicable federal, state, local taxes and FCC fees.
 Dmarc Extension fee is \$300/circuit up to 300 feet, if applicable.



THIS QUOTE IS PROPRIETARY AND CONFIDENTIAL TO ACCESS ONE INC. AND IS NOT A LEGALLY BINDING CONTRACT.



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- Dynamic Integrated Voice & Data
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- Dedicated Internet Access
- Local Voice & Long Distance
- Audio & Web Conferencing

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- MPLS
- IP VPN
- Private Line

Access Cloud Hosted PBX

- Fully managed phone system
- Feature rich platform
- Eliminate upfront costs and ongoing maintenance

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- 24/7 IT Support & Helpdesk
- Onsite & Offsite Data Backup
- Disaster Recovery
- Network/Infrastructure Installation & Management
- Network & Endpoint Security
- Server Virtualization

Colocation & Data Center Solutions

- 1/3, 1/2 and Full Rack & Power
- High Density Tier III Facility
- 24/7/365 Onsite Staff
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- Remote Hands Support
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Notable Customers and Testimonials

At Access One, we strongly believe that the most important measure of our success is the satisfaction of our customers. Below, please find a sample of customer testimonials along with a few of the notable companies we've had the pleasure of working with.

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Arts & Entertainment

Goodman Theater • Harris Theater • Museum of Contemporary Art

Auto

Cadillac of Naperville • Napleton Automotive Group • Fields Auto Group

Educational

Lake Forest Graduate School of Management • Noble Network of Charter Schools • Wilmette Public Schools District 39

Financial

Glenview State Bank • Standard Bank & Trust • West Suburban Bank

Healthcare

Illinois Physicians Network • NuCare • St. Mary's Hospital

Hospitality

Crowne Plaza Hotel • Trump Hotel • Marriott Hotel

Legal

Blatt, Hasenmiller, Leibsker & Moore, LLC • Donohue Brown • Foran Glennon Palandech Ponzi & Rudloff PC

Municipals

City of Elgin • Elk Grove Village • Addison Park District

Non-Profits

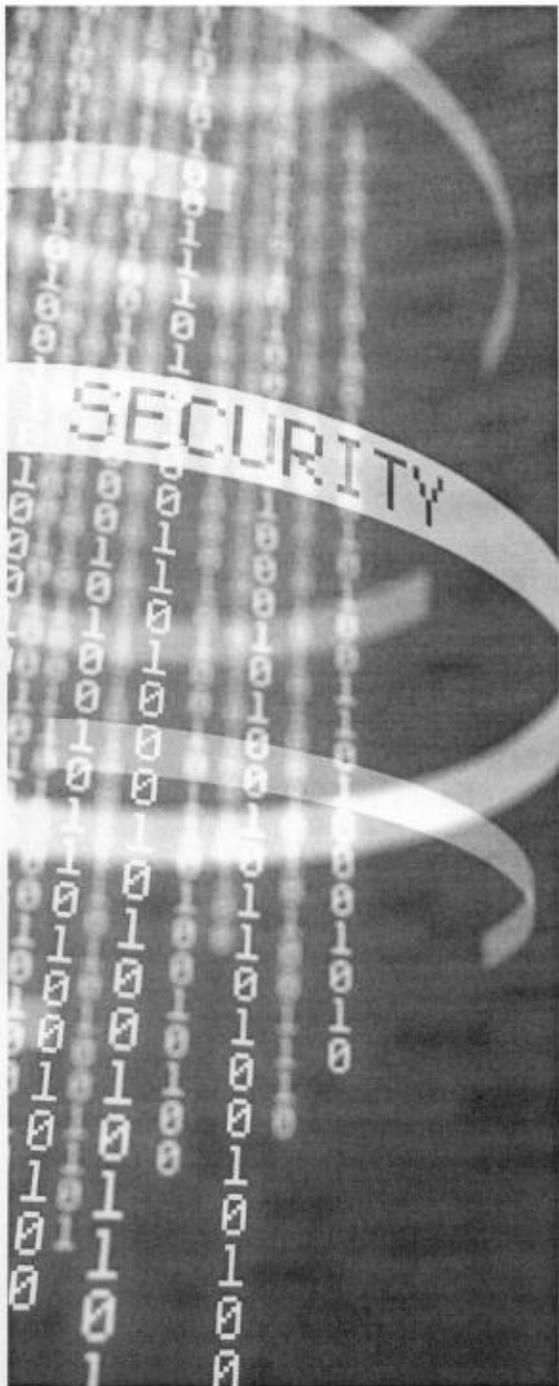
Catholic Charities • Old St. Patrick's Church • Salvation Army

Real Estate

CBRE • Sterling Bay Companies • Jones Lang LaSalle

Other Industries

Better Business Bureau® Serving Chicago & Northern Illinois • Binny's Beverage Depot • Uber



Free Network Risk Assessment

Turn to Access One to help identify the high risk areas of your network with our FREE Network Risk Assessment.

What is a Network Risk Assessment?

Our monitoring solutions include powerful tools for analyzing captured data from targeted devices, servers, networks and applications. In addition to the wide variety of gathering methods, our services are non-intrusive, which means they will not slow down your network performance.

How We Do It

Performance Reports

- Over 40 points of network analysis
- Hardware and Software Inventory
- Patch and Security Status
- System Activity Threat Analysis
- Firewall Audit
- Mobile Applications Assessment
- Phone Sweep and Analysis
- Virtual Infrastructure Assessment
- Audit & Inventory

Risk Analysis

- Antivirus & Anti-malware
- Network Monitoring
- Policy Management
- Desktop Policy Management
- Firewall System Activity
- VPN Audit
- Threat Analysis | Audit
- And much more!

Who Needs It?

IT Professionals need quick and easy access to every detail of their environment and delivery. The ability to track and analyze data over time is invaluable for both tactical and strategic IT planning. Schedule your FREE Network Risk Analysis with one of our specialists today! Upon completion, your business will receive a completely customized report fully documenting the risks associated with your network.

To schedule your analysis with one of our certified technicians, please call 877.441.8333.

Paula J. Mueller

From: Hettes, Jacquelyn <jacquelyn.hettes@ftr.com>
Sent: Thursday, May 28, 2015 3:51 PM
To: Paula J. Mueller
Subject: RE: service address for internet.

To PharmaCann, Teddy Scott

Frontier Internet service can be provided at 600 Neelytown Road, Montgomery, NY 12549 (Town of Hamptonburgh). The available internet speed is an up to 3mg download connection. That is the current speed, it may increase in time we constantly upgrade our facilities and central offices to bring you the most reliable and best service possible.

Thank you,

Jacquelyn Hettes

Business Service Consultant
120 CTE Drive
Dallas, Pa 18612
jacquelyn.hettes@ftr.com
(phone) 1-877-433-3806 X 3703
(fax) 585-262-9693



From: Paula J. Mueller [<mailto:pmueller@HarrisBeach.com>]
Sent: Thursday, May 28, 2015 3:47 PM
To: Hettes, Jacquelyn
Subject: RE: service address for internet.
Importance: High

Jacquelyn,

Would you be able to send a separate email with something like this? We need this for application the process.

To PharmaCann, Teddy Scott

Frontier Internet service can be provided at 600 Neelytown Road, Montgomery, NY 12549 (Town of Hamptonburgh).

Thank you,

Paula

Paula J. Mueller
Administrative Assistant

HARRIS BEACH PLLC

ATTORNEYS AT LAW
677 Broadway, Suite 1101
Albany, NY 12207
518.701.2708 Direct
518.427.0235 Fax
518.427.9700 Main
pmueller@HarrisBeach.com
www.harrisbeach.com

practiceGREEN
Save a tree. Read, don't print, emails.

From: Hettes, Jacquelyn [<mailto:jacquelyn.hettes@ftr.com>]
Sent: Thursday, May 28, 2015 3:40 PM
To: Paula J. Mueller
Subject: RE: service address for internet.

Paula, could address 2 have a zip of 14228? It looks like we only service address 5. All the rest look like it's Verizon.

Jacquelyn Hettes

Business Service Consultant
120 CTE Drive
Dallas, Pa 18612
jacquelyn.hettes@ftr.com
(phone) 1-877-433-3806 X 3703
(fax) 585-262-9693

frontier
BUSINESS EDGE™
"I Can Help You!"

From: Paula J. Mueller [<mailto:pmueller@HarrisBeach.com>]
Sent: Thursday, May 28, 2015 3:29 PM
To: Hettes, Jacquelyn
Subject: RE: service address for internet.
Importance: High

Jacquelyn,

Client is PharmaCann, Attn: Teddy Scott

Property addresses are:

- 1) 1280 Oak Point Avenue, Bronx, NY 10474
- 2) 25 Northpointe Parkway, Amherst, NY 12549
- 3) 201 Wolf Street, Syracuse, NY 13208
- 4) 10 Executive Park Drive, Albany, NY 12203
- 5) 600 Neelytown Road, Montgomery, NY 12549 (Town of Hamptonburgh) – this is vacant lot

Thank you!

Paula J. Mueller
Administrative Assistant

HARRIS BEACH PLLC

ATTORNEYS AT LAW
677 Broadway, Suite 1101
Albany, NY 12207

518.427.0235 Fax
518.427.9700 Main
pmueller@HarrisBeach.com
www.harrisbeach.com

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Statement of Confidentiality

This electronic message may contain privileged or confidential information. If you are not the intended recipient of this e-mail, please delete it from your system and advise the sender.

From: Hettes, Jacquelyn [<mailto:jacquelyn.hettes@ftr.com>]

Sent: Thursday, May 28, 2015 3:24 PM

To: Paula J. Mueller

Subject: service address for internet.

Hi Paula,

Please just send me the addresses where the internet needs to be and I'll give them right back to you.

Jacquelyn Hettes

Business Service Consultant

120 CTE Drive

Dallas, Pa 18612

jacquelyn.hettes@ftr.com

(phone) 1-877-433-3806

(fax) 585-262-9693



This communication is confidential. Frontier only sends and receives email on the basis of the terms set out at http://www.frontier.com/email_disclaimer.

Attachment 2, Dispensary 1 (Buffalo) ISP Proof.

Attachment K – ISP Service Confirmation

4

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PharmaCann ISP Confirmations

25 Northpointe Parkway, Amherst, NY 14228

ISP's:

1) Time Warner

2) Verizon

Christopher W. Hinckley

From: Steve Mayo <Smayo@twsalesteam.com>
Sent: Thursday, May 28, 2015 5:12 PM
To: Paula J. Mueller
Cc: Mitchell Pawluk
Subject: RE: Harris Beach- (Time Warner)

For PharmaCann; Teddy Scott

Address	25 NORTHPOINTE PKWY AMHERST, NY 14228
Type	Commercial location
Division	Western New York
Largest Tenant	LPS AGENCY SALES & POSTING INC
Distance to Node	0
Distance to Closest Serviceable Building With Coax	0
Distance to Closest Serviceable Building With Fiber	999999999
Serviceability	ON-NET
Last Update	5/24/2015

Location is Serviceable With Time Warner Cable Business Services

Thank you for your interest in Time Warner Cable Business Class. I am happy to provide you with the service quote attached.

Please do not hesitate to contact me should you have any questions or need additional information.

I look forward to hearing from you.

Internet Only:

15 Mbps x 2 Mbps HSD Internet - Wifi Router Included
\$169.99 Per Month
\$100 Install Fee (Normally \$200 reduced)
3 Year Term

Internet Only: Most Recommended FOR VOIP SYSTEMS

35 Mbps x 5 Mbps HSD Internet - Wifi Router Included
\$189.99 Per Month
\$100 Install Fee (Normally \$200 reduced)
2 or 3 Year Term

Internet Service – comes with dynamic IP

1 static IP \$20.00 Per Month
5 static IP \$35.00 Per Month

Information Required To Send Service Agreement Via Email for Electronic Signature

Billing Address if different from service address.

Signer Name

Contact # for scheduling.

Business Fed Tax ID #

With Appreciation,

Steven Mayo

Senior Business Account Manager

Time Warner Cable Business Class Authorized Agent

Office: 866-315-5403 Fax: 855-537-8629

smayo@twsalesteam.com



Paula J. Mueller

From: Gillis, Peter R (Ryan Gillis) <ryan.gillis@verizon.com>
Sent: Thursday, May 28, 2015 10:00 AM
To: Paula J. Mueller
Subject: RE: Please review your Verizon Business Quote - Amherst

Yes, I can confirm that this would be accurate for availability of Internet at 25 Northpointe Parkway, Amherst, NY,14228.

From: Paula J. Mueller [pmueller@HarrisBeach.com]
Sent: Thursday, May 28, 2015 9:27 AM
To: Gillis, Peter R (Ryan Gillis)
Subject: FW: Please review your Verizon Business Quote - Amherst

Ryan, Please confirm that the below proposal for internet service is accurate.

Thank you,

Paula
Paula J. Mueller
Administrative Assistant

HARRIS BEACH PLLC

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677 Broadway, Suite 1101
Albany, NY 12207
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518.427.0235 Fax
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practiceGREEN

Save a tree. Read, don't print, emails.

Statement of Confidentiality

This electronic message may contain privileged or confidential information. If you are not the intended recipient of this e-mail, please delete it from your system and advise the sender.

From: Paula J. Mueller
Sent: Wednesday, May 27, 2015 1:17 PM
To: Mitchell Pawluk
Subject: FW: Please review your Verizon Business Quote - Amherst

Paula J. Mueller
Administrative Assistant

HARRIS BEACH PLLC

ATTORNEYS AT LAW
677 Broadway, Suite 1101
Albany, NY 12207
518.701.2708 Direct
518.427.0235 Fax
518.427.9700 Main
pmueller@HarrisBeach.com
www.harrisbeach.com

practiceGREEN

Save a tree. Read, don't print, emails.

From: Verizon Notification [mailto:verizon-notification@verizon.com]
Sent: Wednesday, May 27, 2015 12:58 PM

To: Paula J. Mueller
Subject: Please review your Verizon Business Quote



Dear PharmaCann, Attn: Teddy Scott, May 27, 2015
We are happy to provide you the following summary of services and charges we discussed with you on May 27, 2015. This quote applies specifically to services located at 25 Northpointe Parkway, Amherst, NY, 14228.

Your Quote Number is PQ1NY00260438380.
Your Bill Will Now Include:

Products:	Monthly Charge:
<u>High Speed Internet</u>	\$52.99
<hr/>	
Subtotal	\$52.99
Other:	
Monthly Estimated <u>Taxes, Fees and Other Verizon Charges</u>	\$1.99
Your Total Estimated Monthly Charges are:	\$54.98
<hr/>	

For more information about the services listed, just click on the product name links above.

This quote is valid for 5 business days and is an estimate based on current pricing and promotions that are subject to change. Additional charges may apply for nonstandard installations, DIRECTV, and products or services not listed above. Service terms and conditions apply; term contracts may include early termination fees. Applicable pricing will be confirmed at time of order. Orders are subject to service availability and credit approval, and may require deposit.

WHAT TO DO NEXT

If you are interested in placing an order with Verizon, please click button below and a qualified agent will contact you shortly.



Thank you for your recent inquiry and allowing us to serve you! We appreciate your business. If you have further questions, please contact us at 888-756-0875.

Sincerely,

Verizon



Mail Tracking Id : 0



Attachment 3, Dispensary 2 (Syracuse) ISP Proof.

Attachment K – ISP Service Confirmation

5

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PharmaCann ISP Confirmations

642 Old Liverpool Road, Liverpool, New York 13088

ISP's:

- 1) Time Warner
- 2) AccessOne

Paula J. Mueller

From: Steve Mayo <Smayo@twsalesteam.com>
Sent: Friday, May 29, 2015 11:40 AM
To: Paula J. Mueller
Subject: RE: Another address for PharmaCann

Paula,

For PharmaCann:

Address	642 OLD LIVERPOOL RD LIVERPOOL, NY 13088	Serviceability	ON- NET
Type	Commercial location	Last Update	5/24/2015
Division	Central New York		
Largest Tenant	SUBWAY		
Distance to Node			
Distance to Closest Serviceable Building With Coax	0		
Distance to Closest Serviceable Building With Fiber	999999999		

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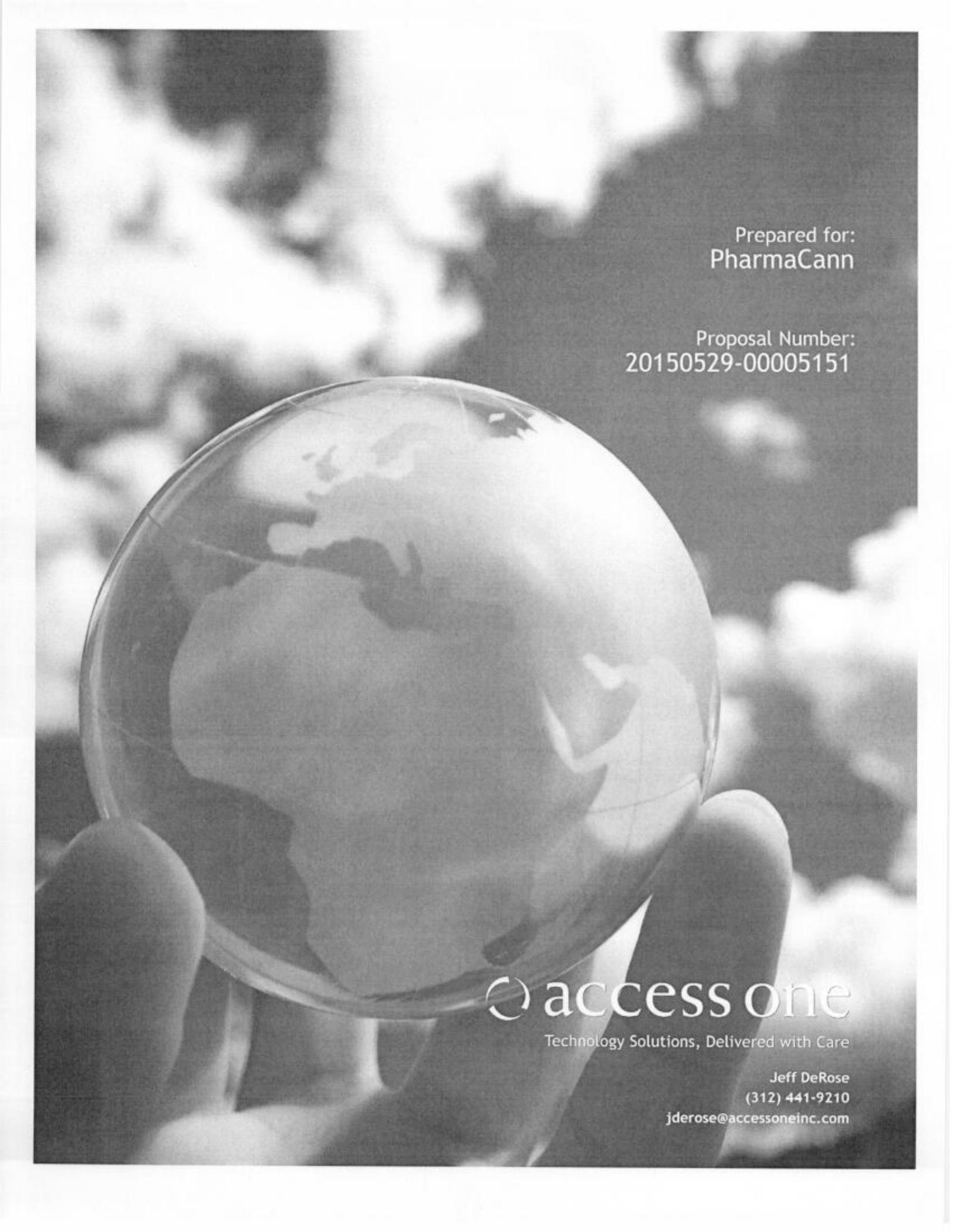
Information Required To Send Service Agreement Via Email for Electronic Signature

Billing Address if different from service address.
Signer Name
Contact # for scheduling.
Business Fed Tax ID #

With Appreciation,

Steven Mayo
Senior Business Account Manager
Time Warner Cable Business Class Authorized Agent
Office: 866-315-5403 Fax: 855-537-8629
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Prepared for:
PharmaCann

Proposal Number:
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Chicago and Northern
Illinois Better Business
Bureau's 2013 Torch Award
for Marketplace Ethics



Creation Date: Friday, May 29, 2015

Product	Bandwidth	Quantity	Street	City	State	Zip	Term (Months)	MRC	NRC
DIA	1.5	1	642 OLD LIVERPOOL RD	GALEVILLE	NY	13088	36	\$460.28	\$0.00
DIA	3	1	642 OLD LIVERPOOL RD	GALEVILLE	NY	13088	36	\$563.38	\$0.00
DIA	5	1	642 OLD LIVERPOOL RD	GALEVILLE	NY	13088	36	\$763.61	\$0.00
DIA	10	1	642 OLD LIVERPOOL RD	GALEVILLE	NY	13088	36	\$1,017.03	\$0.00

Details

Product: DIA; Speed: 1.5Mbps;
 Location: 642 OLD LIVERPOOL RD; GALEVILLE, NY, 13088; SYRCNYEP

Charges	Quantity	36 Months	
		MRC	NRC
DIA	1	\$421.09	\$500.00
CPE - Managed Router	1	\$39.19	\$0.00
Waived Install Charge	1	\$0.00	\$-500.00
Total:		\$460.28	\$0.00

Product: DIA; Speed: 3Mbps;
 Location: 642 OLD LIVERPOOL RD; GALEVILLE, NY, 13088; SYRCNYEP

Charges	Quantity	36 Months	
		MRC	NRC
DIA	1	\$521.06	\$1,000.00
CPE - Managed Router	1	\$42.32	\$0.00
Waived Install Charge	1	\$0.00	\$-1,000.00
Total:		\$563.38	\$0.00

Product: DIA; Speed: 5Mbps;

Location: 642 OLD LIVERPOOL RD; GALEVILLE, NY, 13088; SYRCNYEP

Charges	Quantity	36 Months	
		MRC	NRC
DIA	1	\$721.29	\$1,000.00
CPE - Managed Router	1	\$42.32	\$0.00
Waived Install Charge	1	\$0.00	\$-1,000.00
Total:		\$763.61	\$0.00

Product: DIA; Speed: 10Mbps;

Location: 642 OLD LIVERPOOL RD; GALEVILLE, NY, 13088; SYRCNYEP

Charges	Quantity	36 Months	
		MRC	NRC
DIA	1	\$974.71	\$1,000.00
CPE - Managed Router	1	\$42.32	\$0.00
Waived Install Charge	1	\$0.00	\$-1,000.00
Total:		\$1,017.03	\$0.00



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820 W. Jackson Blvd., 6th Floor Chicago, IL 60607 • 312.441.1000 • www.accessoneinc.com



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Lake Forest Graduate School of Management • Noble Network of Charter Schools • Wilmette Public Schools District 39

Financial

Glenview State Bank • Standard Bank & Trust • West Suburban Bank

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Illinois Physicians Network • NuCare • St. Mary's Hospital

Hospitality

Crowne Plaza Hotel • Trump Hotel • Marriott Hotel

Legal

Blatt, Hasenmiller, Leibsker & Moore, LLC • Donohue Brown • Foran Glennon Palandech Ponzi & Rudloff PC

Municipals

City of Elgin • Elk Grove Village • Addison Park District

Non-Profits

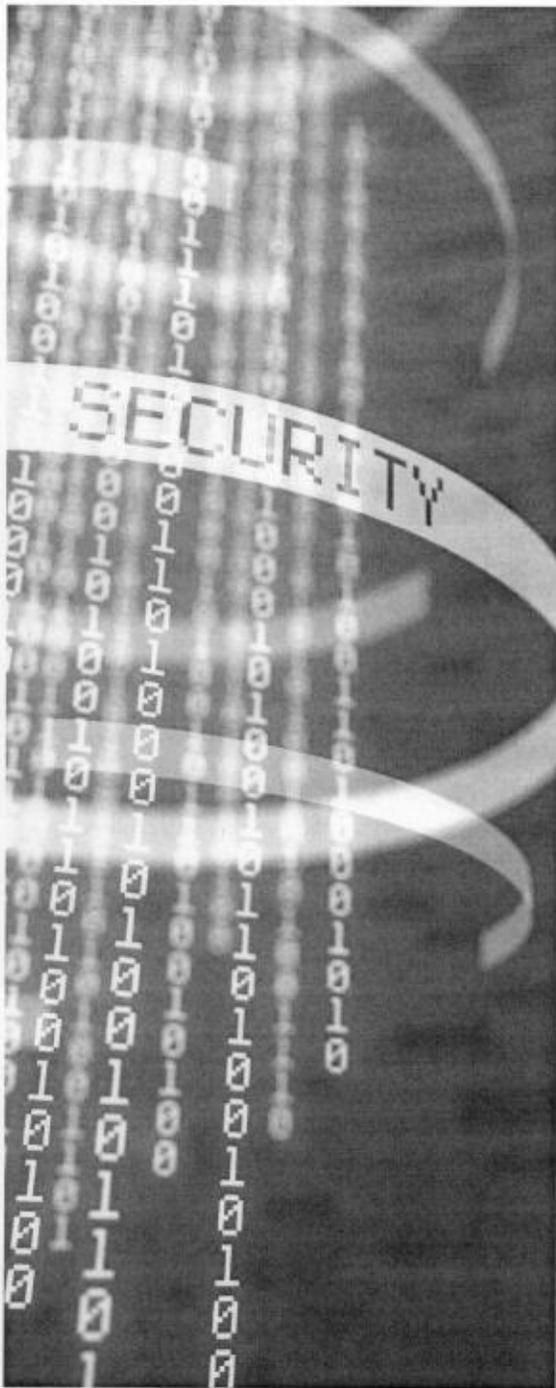
Catholic Charities • Old St. Patrick's Church • Salvation Army

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CBRE • Sterling Bay Companies • Jones Lang LaSalle

Other Industries

Better Business Bureau® Serving Chicago & Northern Illinois • Binny's Beverage Depot • Uber



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- Firewall Audit
- Mobile Applications Assessment
- Phone Sweep and Analysis
- Virtual Infrastructure Assessment
- Audit & Inventory

Risk Analysis

- Antivirus & Anti-malware
- Network Monitoring
- Policy Management
- Desktop Policy Management
- Firewall System Activity
- VPN Audit
- Threat Analysis | Audit
- And much more!

Who Needs It?

IT Professionals need quick and easy access to every detail of their environment and delivery. The ability to track and analyze data over time is invaluable for both tactical and strategic IT planning. Schedule your FREE Network Risk Analysis with one of our specialists today! Upon completion, your business will receive a completely customized report fully documenting the risks associated with your network.

To schedule your analysis with one of our certified technicians, please call 877.441.8333.

Attachment 4, Dispensary 3 (Albany) ISP Proof.

Attachment K – ISP Service Confirmation

6

This submission and its attachments contains critical infrastructure information, trade secrets, and other highly confidential information in the form of compilation of information, practices, processes, design, commercial methods that are not generally known or reasonably ascertainable by others and by which PharmaCann obtains an economic advantage over others. These materials are submitted to an agency by a commercial enterprise which if disclosed would cause substantial injury to the competitive position of the subject enterprise. PharmaCann objects to any disclosure of this information and requests an exemption from disclosure pursuant to Public Officers Law § 89(5)(a)(1).

PharmaCann ISP Confirmations

10 Executive Park Drive, Albany NY 12203

ISP's:

1) Time Warner

2) First Light

Paula J. Mueller

From: Steve Mayo <Smayo@twsalesteam.com>
Sent: Thursday, May 28, 2015 5:12 PM
To: Paula J. Mueller
Cc: Mitchell Pawluk
Subject: RE: Harris Beach- (Time Warner)

For PharmaCann; Teddy Scott

Address	10 EXECUTIVE PARK DR ALBANY, NY 12203	Serviceability	ON- NET
		Last Update	5/24/2015
Type	Commercial location		
Division	Albany		
Largest Tenant	Kaplan Educational Centers Inc		
Distance to Node			
Distance to Closest Serviceable Building With Coax	0		
Distance to Closest Serviceable Building With Fiber	999999999		

Location is Serviceable With Time Warner Cable Business Services

Thank you for your interest in Time Warner Cable Business Class. I am happy to provide you with the service quote attached.

Please do not hesitate to contact me should you have any questions or need additional information.

I look forward to hearing from you.

Internet Only:

15 Mbps x 2 Mbps HSD Internet - Wifi Router Included
\$169.99 Per Month
\$100 Install Fee (Normally \$200 reduced)
3 Year Term

Internet Only: Most Recommended FOR VOIP SYSTEMS

35 Mbps x 5 Mbps HSD Internet - Wifi Router Included
\$189.99 Per Month
\$100 Install Fee (Normally \$200 reduced)

2 or 3 Year Term

Internet Service – comes with dynamic IP

1 static IP \$20.00 Per Month

5 static IP \$35.00 Per Month

Information Required To Send Service Agreement Via Email for Electronic Signature

Billing Address if different from service address.

Signer Name

Contact # for scheduling.

Business Fed Tax ID #

With Appreciation,

Steven Mayo

Senior Business Account Manager

Time Warner Cable Business Class Authorized Agent

Office: 866-315-5403 Fax: 855-537-8629

smayo@twsalesteam.com



Paula J. Mueller

From: William Rowan <wrowan@firstlight.net>
Sent: Thursday, May 28, 2015 2:18 PM
To: Paula J. Mueller
Subject: FirstLight Fiber Optic Service for Pharmacann
Attachments: FirstLight Corporate OV December 2014.pptx; vPBX Slick.pdf; Pharmacann FLQ001282_v1 (1).pdf

Importance: High

Mr. Teddy Scott

Great News! The 10 Executive Park Drive Albany location is a Lit (Fiber Ready Building). That being said, FirstLight offers a large suite of Fiber Optic services to your organization. Please see the attached for FirstLight service information & pricing that may interest you! Looking forward to working with you and have a great day!

Thank You

Will Rowan

Account Executive

Desk -518-694-0549

Fax - 518-694-0666

wrowan@firstlight.net

Customer Service -1-800-461-4863

Billing Department - 1-855-339-1996

Billing Department – billing@firstlight.net



Notice of Confidentiality: This e-mail message, including any attachments, is intended for the sole use of FirstLight Albany, Inc. and the intended recipients and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message



QUOTATION FOR SERVICE

Quote ID: FLQ001282 v1
 Quote Term: 36 Month
 Quote Date: 5/28/2015 12:00:00 AM
 Valid Through: 7/27/2015 12:00:00 AM
 Presented By: Will Rowan
 wrowan@firstlight.net
 518-694-0549

Presented To: Pharmacann
 10 Executive Park Drive
 Albany, NY NY 12203
 518-701-2708

Item	Item Description	Qty	Unit NRC	Unit MRC	Total NRC	Total MRC
AFBCP	Fiber Business Connect Plus	1	\$0.00	\$495.00	\$0.00	\$495.00
POTS	Fiber Voice Service Unlimited	8	\$0.00	\$0.00	\$0.00	\$0.00
FIBER25	25Mbps x 25Mbps Fiber Optic Internet Connection	1	\$0.00	\$0.00	\$0.00	\$0.00
					\$0.00	\$495.00

This Quotation for Service by FirstLight Fiber is confidential and may not be disclosed to third parties. The pricing stated herein is contingent upon Service availability (as determined by FirstLight). The demarcation point for the Service shall be determined with a valid site survey and may involve additional NRC as applicable. Client may order Service stated herein by signing a valid service order form which must be accepted by FirstLight. FirstLight shall be bound only by a valid Service Order and upon FirstLight's delivery of the requested Service. Charges for certain Services are subject to taxes and surcharges. Such charges are subject to change by FirstLight with written notice to Client.

Overcome the greatest weakness of cloud-based or "virtual" phone systems – the Internet

FirstLight Fiber's Virtual PBX ("vPBX") is a cloud-based unified communications offering that eliminates the need to purchase and maintain your own PBX system.

Unlike most Virtual PBX systems that rely on third-party Internet connections, the FirstLight vPBX service is provided exclusively via a private, dedicated Ethernet connection on FirstLight's own fiber optic network, enabling the appropriate service level to ensure excellent call and voice quality without impacting your other Internet and data services.

Unlike many providers who require you to purchase lines and handsets on a one-for-one basis, FirstLight's Virtual PBX service allows you to order the number of call paths or "phone lines" that you need separately from the number of handsets, which allows you to optimize your costs.



Features

Virtual PBX service from FirstLight bundles unlimited local and domestic long-distance calling with feature rich functionality including:

Auto Attendant: with menus customized to specific needs such as single-digit routing or dial-by-name directory

Call Accounting: see call lists for dialed numbers, received calls and missed calls with time, date and duration

Call Forwarding: redirect calls to another phone number or voicemail when the line is busy, when there is no answer or unconditionally

Call Recording

Call Waiting

Find Me/Follow Me: specify a list of numbers that will be alerted simultaneously or sequentially for an incoming call

Conference Bridge: built in 'Meet Me' Conference bridge

Voicemail: play and view voicemail messages online; voicemail-to-email

Browser based Personal Communications Portal: end users can access voicemail, change feature settings, configure their own handsets and more.

Browser-based administrative interface

Getting Started with FirstLight's vPBX is as Easy as 1, 2, 3

1. FirstLight will do an audit of your network and tailor a solution appropriate for your needs
2. You select the type and quantity of phones
3. FirstLight implements a cloud-based vPBX solution ready for your use

Benefits

- **Cost Effective** – Eliminates PBX equipment upgrade and maintenance charges
- **Full Featured** – A rich set of features comes standard, ensuring you have the phone system capabilities your business needs today and into the future
- **Flexible** – FirstLight's vPBX service can work with multiple handset types and supports custom configurations
- **Scalable** – Order the number of lines you need to support your operations today with the assurance that the network can expand as your business grows

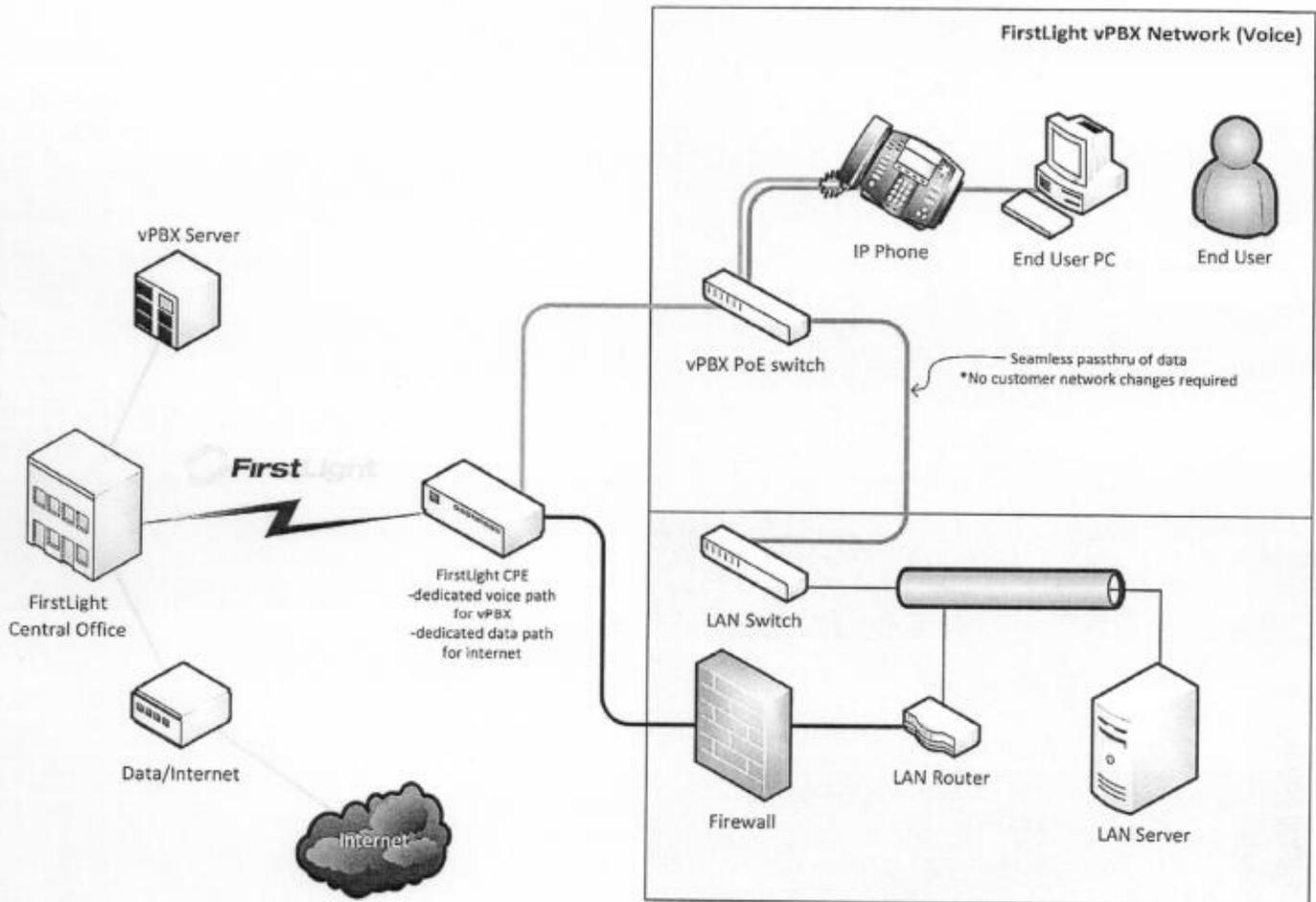
FEATURE	DESCRIPTION
3-Way Conference	Allows the user to add up to two additional parties to the call
Anonymous Call Rejection	Allows the user to reject all calls from callers who have their caller ID blocked
Auto Attendant	Unlimited auto attendant menus customized to specific needs, single digit routing, voicemail access, dial by name directory and more
Auto Attendant Dial-by-Name Directory	Callers can lookup and dial by last or first name for each user in the directory
Billing Code / Access Code	Allows users to enter a specific code each time they make a call so that the call can be associated with specific customers or groups
Call Forward on Busy / No Answer / Unconditional	Allows the user to automatically redirect all calls to another telephone number or voicemail depending on status of user's phone
Call Hold	Allows the user to place an active call on hold using the hold button
Call Lists	Allows the user to see call lists for dialed numbers, received calls, and missed calls
Call Logs	Provides users and administrators with a record of all calls made and received. Call logs are searchable and can be filtered
Call Park	Allows the user to park a call on a unique queue identifier and pick it up at another extension
Call Pickup	Allows users to retrieve a call that is ringing on another extension
Call Restrictions	Restrictions on making certain types of calls such as local, long distance, and international
Call Transfer - Supervised / Unsupervised	Allows a user to transfer an active call to another user by either screening or blind transfer to recipient
Call Waiting	Notifies a user that is on a call that there is a second incoming call. The user can toggle between the two incoming calls
Caller ID	Displays the number of the calling party to the user
DID Direct Dialing	Allows users to receive calls using a private number
Do Not Disturb	Allows the user to specify 'Do Not Alert' this phone
Find Me / Follow Me	Allows users to specify a list of numbers that will be alerted simultaneously for an incoming call
GUI-based Management	GUI-based portal for system administration
Last Number Redial	Allows the user to dial the last number called
Message Waiting Indication (MWI)	Notifies the user that a message has been left on voicemail
Multiple Numbers Per Subscriber	Allows a subscriber to register more than one device on his account and use all devices simultaneously to generate and receive calls
Music on Hold	Customizable music selection while on hold for any reason (transfer, conference, hold, etc.)
Paging Groups	Allows users to create groups for paging calls within the PBX or to external paging devices
Personal Communications Portal	GUI-based portal interface that allows the user to personalize their features
Push to Talk (Intercom)	Allows the user to create intercom barge-in calls
Record Greetings / Names Remotely	Administrator ability to record Attendant greetings and user names remotely
Voicemail	Users have access to a voicemail application server
Voicemail to Email	Receive your voicemail messages in your email box.
Voicemail Portal	Allows the user to play and view voicemail messages using the Personal Communications Portal
Work Groups	Direct incoming calls to a group of users in series or parallel



*Included with all call paths

Our Virtual PBX system works with multiple types of phones including SoundPoint IP telephones from Polycom available for purchase or lease. 24 month and 36 month lease plans include maintenance and \$1.00 buyout option. Terminal adapters are also available for analog devices such as fax machines.

vPBX Typical Connectivity



FirstLight Fiber Overview

Snapshot

**Telecommunications
Service Provider**

**Complete portfolio of communications
services including:**

Data, Internet, Colocation & Voice Services

Customized Solutions

Focused on multiple customer segments:

Wireless Carriers • Wireline Carriers • MSOs • Banks & Financial
Institutions • Colleges & Universities • Healthcare • K-12 Schools
• Research and Education Organizations • Professional Services
• Public Safety Agencies • State & Local Government

**Facilities-based
Provider**

**Serving Upstate New York and Northern New
England with connectivity to Canada**

215,000 fiber miles serving 5 states and Montreal,
~1,600 on-net locations with 10,000 addressable

Offices in Albany NY, Nashua NH, Manchester NH & Williston VT

**Strong Financial
Backing**

**Privately held company,
owned by Riverside Partners**

Solid financials and access to capital allows us to take on and
complete projects of all sizes

Company History

1999

Tech Valley Communications (TVC) founded

2000

TVC acquires GFC Communications

2002

TVC merges with Mid-Hudson Communications

2010

Riverside Partners acquires TVC

2011

TVC acquires New Hampshire-based CLEC segTEL

2013

TVC acquires the assets of Vermont-based TelJet
TVC rebrands to FirstLight Fiber

2014

FirstLight acquires the assets of New Hampshire-based G4

Senior Management Team

Name	Responsibilities	Experience
Kurt Van Wagenen <i>President & CEO</i> FirstLight (1 Year)	<ul style="list-style-type: none"> • P&L for the Company • Serves on the Board of Directors • Supports Strategic Transactions 	<ul style="list-style-type: none"> • FiberTower (4 Years) • NEON (6 Years) • Verizon (15 years) • Harvard (MBA), Rensselaer (Engineering), CFA
Gary Kraemer <i>Chief Financial Officer</i> FirstLight (<1 Year)	<ul style="list-style-type: none"> • Finance Function • HR & Legal Functions • Strategic & Financial Planning 	<ul style="list-style-type: none"> • Fidelis Security Systems->General Dynamics (5 Years) • Moldflow -> AutoDesk (1 Year), Sandburst ->Broadcom (4 Years) • Data General (4 Years), Wellfleet Networks ->Bay ->Nortel (5 Years) • Rider University (MBA), Susquehanna University (Accounting), CPA
Jim Capuano <i>Chief of Network Operations</i> FirstLight (1.5 Years)	<ul style="list-style-type: none"> • NOC/Customer Care/Change Management • Engineering & Operations • Outside Plant • IS/IT/Network Security 	<ul style="list-style-type: none"> • Unite Public Networks (1 Year), NEON (8 Years) • MCI (5 years) • Department of Defense (10 years) • US Air Force/National Guard (20 years)
Patrick Coughlin <i>SVP Sales & Marketing</i> FirstLight (1.5 Years)	<ul style="list-style-type: none"> • Sales Management & Results • Account Executives/Sales Engineers • Marketing Results 	<ul style="list-style-type: none"> • Conterra Broadband (1 Year), FiberTower (3 Years) • NEON (8 Years) • TCG (2 years), US TeleCenters (5 years) • UMASS Amherst (BA)
Brian Kurkowski <i>Chief Technology Officer</i> FirstLight (17 Years)	<ul style="list-style-type: none"> • Network Architecture • Technologies Selection • Services Development 	<ul style="list-style-type: none"> • KBS Cable Construction (3 Years) • USN – Submarine (11 Years) • University of Florida – Engineering (BS), New School – HRM (BS)
Scott Gilbert <i>GM Bus Svcs & VP IS/IT</i> FirstLight (<1 Year)	<ul style="list-style-type: none"> • Internal IT & IS Functions • Operational Support Systems • Customer Facing Technology Functions 	<ul style="list-style-type: none"> • ComerStone (8 Years) • BiznessOnline -> ClearTel (6 Years) • Telecon (4 Years) • Union (MBA), Hartwick (Information Science)
Maura Mahoney <i>Sr. Director of Marketing & Prod Mgmt</i> FirstLight (1.5 Years)	<ul style="list-style-type: none"> • Marketing Results • Public Relations & Brand Awareness • Product Management & Development 	<ul style="list-style-type: none"> • Conterra Broadband (1 Year) • Sidera Networks and its predecessors (10 Years) • Bell Atlantic and its predecessors (10 Years) • Boston University (MBA), Bentley University (BS Finance, cum laude)

A newly formed management team leveraging decades of proven experience

Community Support

Local Investment

- FirstLight has locally-based support teams in all of the markets we serve
- Our HQ & NOC are in Albany, NY with offices in Nashua, NH, Manchester, NH (NOC) & Williston, VT
- FirstLight continues to invest in the local community expanding access to high quality broadband throughout the region
 - In the past 1.5 years, FirstLight has increased the number of on-net locations by more than 18% and YTD May '14 has added 39 route miles
- FirstLight recently completed upgrades to our Long Haul, IP & VT data center

Organizations Supported*



*Partial list of charitable organizations and events supported by FirstLight

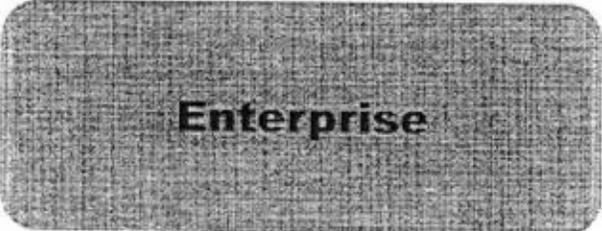
FirstLight actively supports the communities in which it operates

Customer Segments



Carriers

- Wireless carriers
- Wireline carriers
- International carriers
- MSOs
- Data Centers
- CDNs



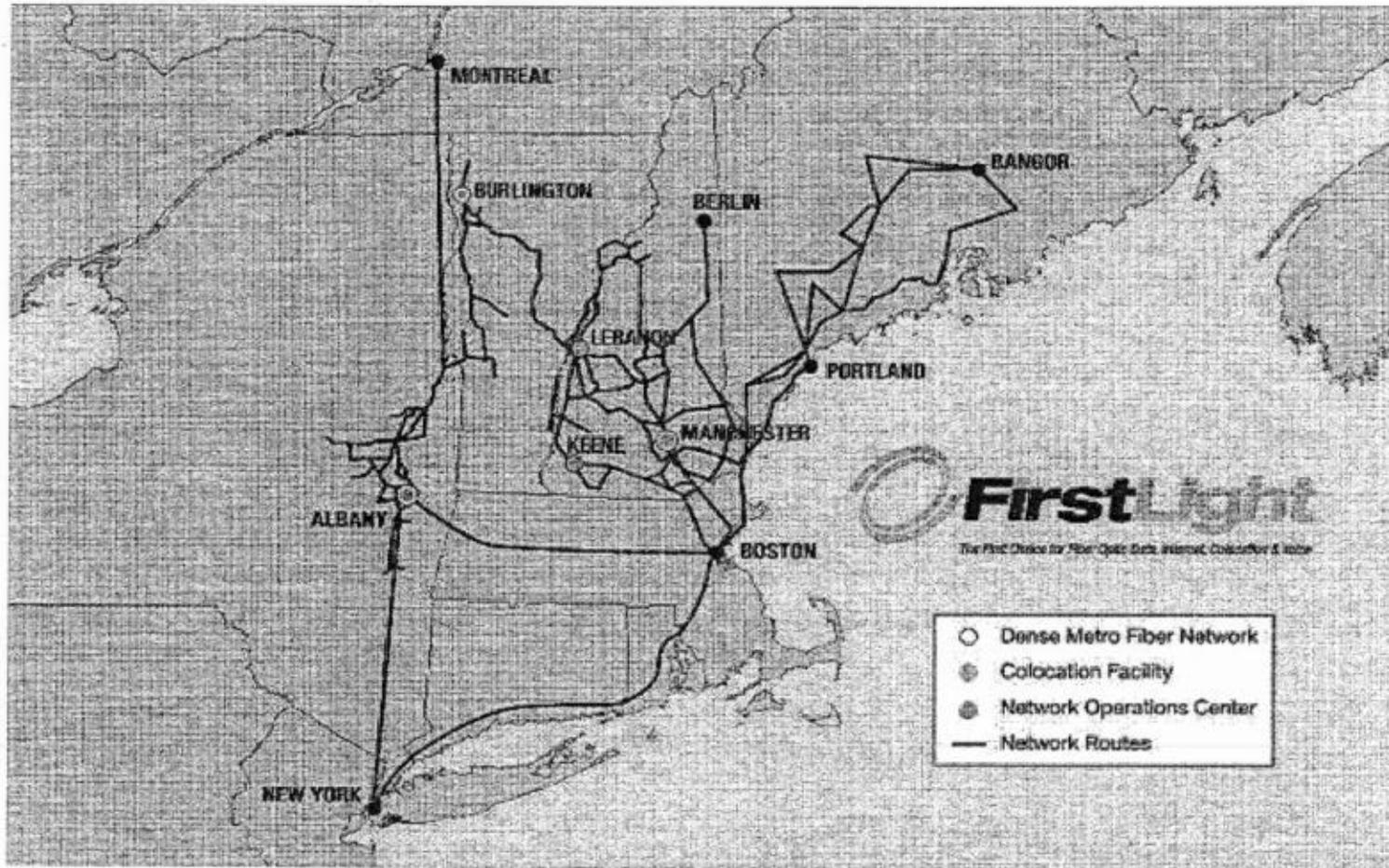
Enterprise

- Financial Institutions
- Hospitals & Healthcare Organizations
- Colleges & Universities
- K-12 Schools
- Public Safety Agencies
- Local & State Government
- High Tech Manufacturing & Research Facilities

FirstLight Statistics

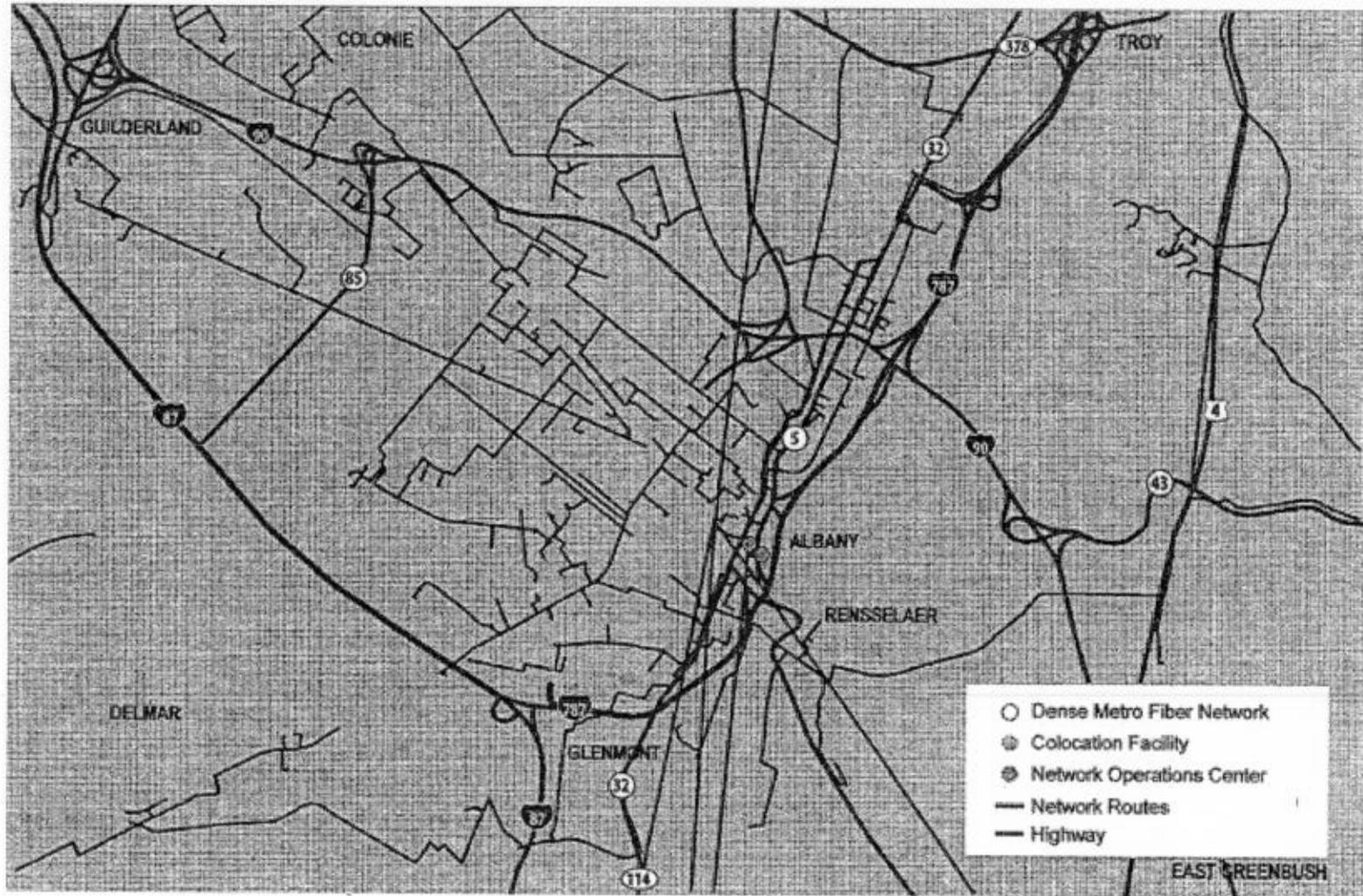
Employees	~100
Customers	>1,500
Network Coverage	Upstate New York, Northern New England and north to Montreal
Network Operations Center	Dual NOCs Albany, NY (24x7) and Manchester, NH
On-Net Locations	~1,600 (addl. 10,000 within close proximity)
Fiber Miles	~215,000

FirstLight Network

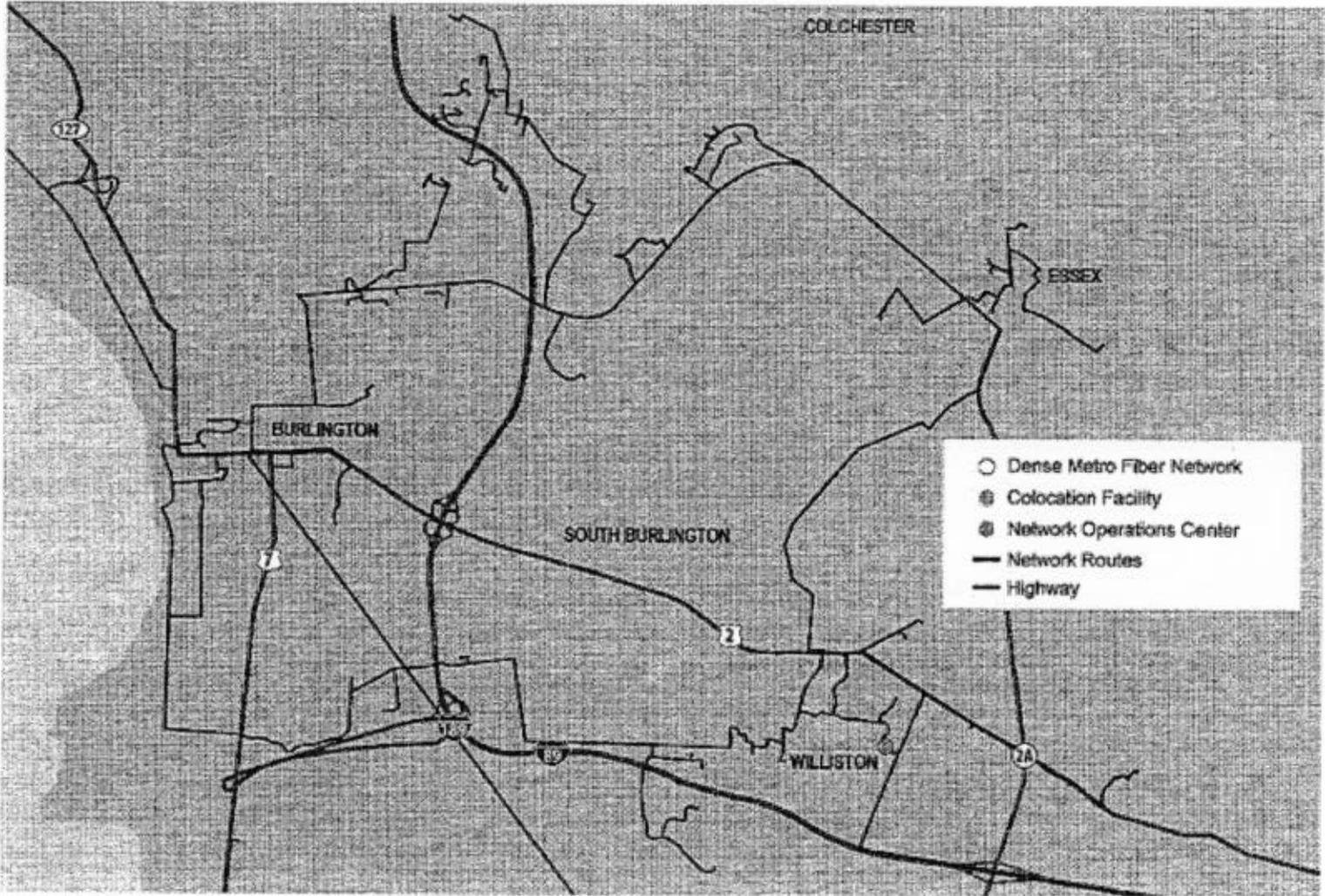


One of the largest and most dense fiber networks in the Northeast

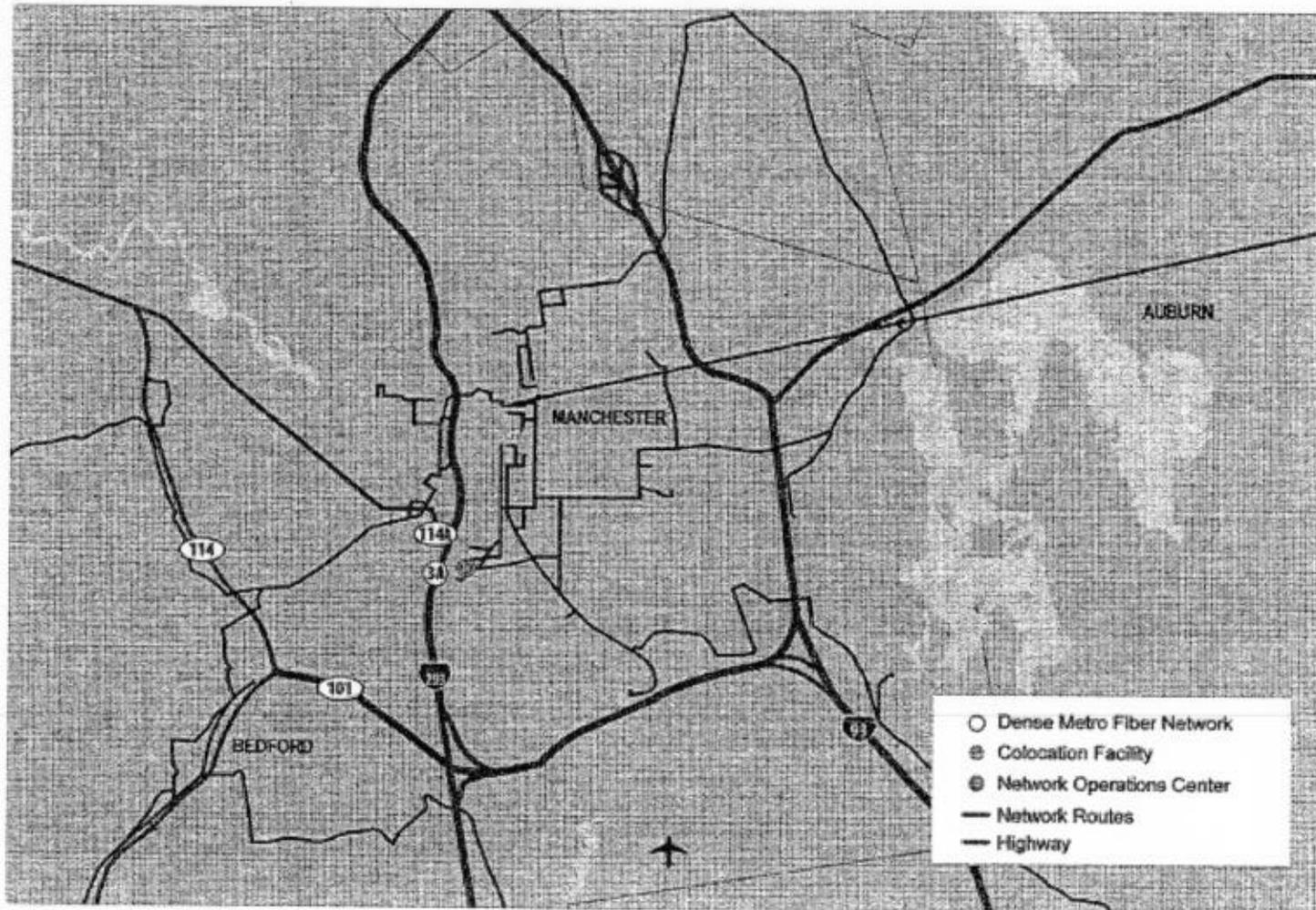
Albany Metro Network



Burlington Metro Network



Manchester Metro Network



Data Services

Ethernet

- Designed in accordance with MEF specs
- Scalable from 5 Mbps – 100 Gbps
- Point-to-point, point-to-multipoint, multipoint-to-multipoint
- Eline, E-LAN and Ethernet Access

Wavelength

- Dedicated, point-to-point service
- 1, 2.5, 10 & 100 Gbps
- Available as unprotected and diversely routed configurations

SONET

- Dedicated, point-to-point service
- DS1, DS3 and OCn
- 50 ms protection switching

Fibre Channel

- Dedicated, point-to-point service
- 1-10 Gbps
- High speed, low latency, full duplex storage networking
- Compatible with most storage hardware and software options

Internet & Colocation

Internet Access

- Dedicated bandwidth
- Available as symmetrical and asymmetrical connections
- FirstLight operates a regional Tier 2 network with robust Tier 1 provider connections/private peering arrangements

Data Center Colocation

- Carrier grade colocation
- Space, power and cross connects
- Available as full and partial racks/cabinets
- Available at 5 locations Albany NY, Burlington VT, Keene NH, Lebanon NH and Manchester NH



Voice Services*

Voice

- Bundled and usage based options
- PRI/T1, SIP trunking and traditional business lines
- Audio Conferencing

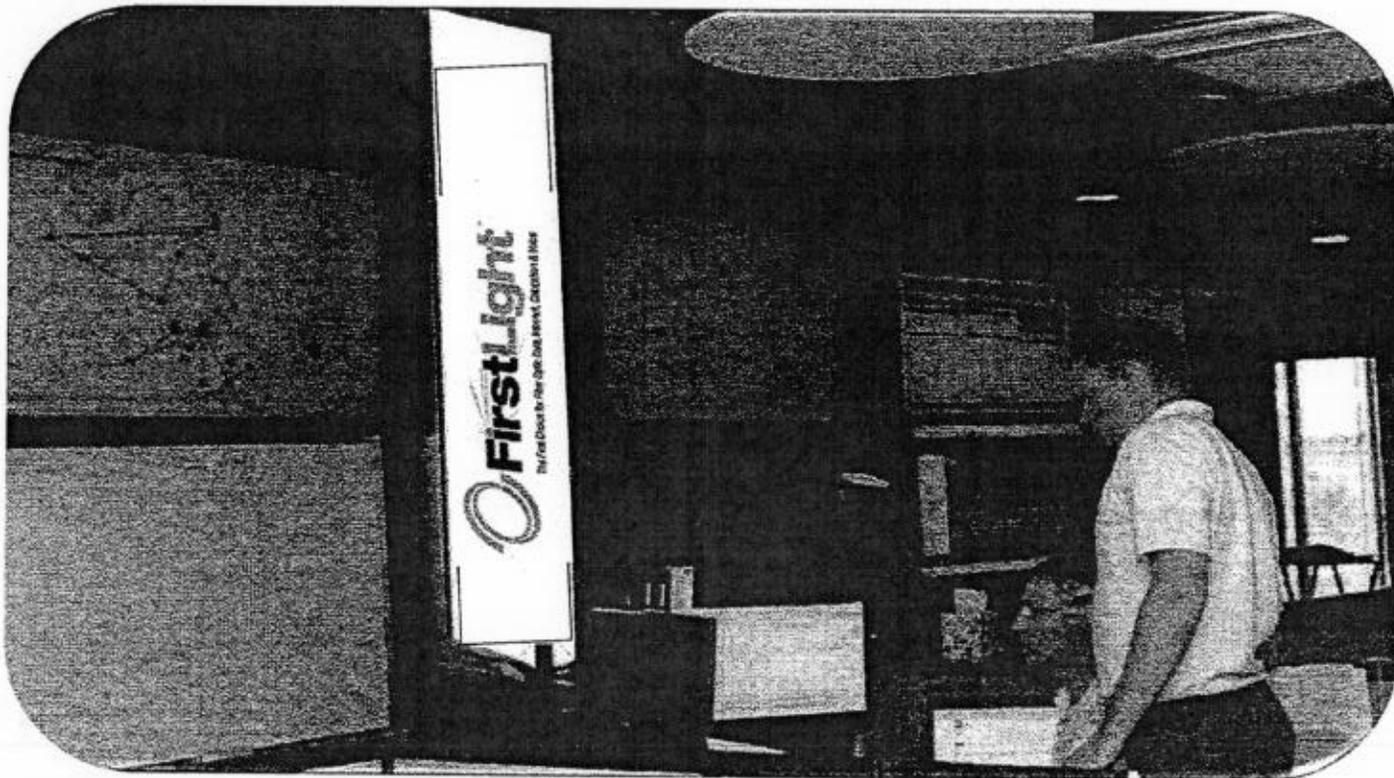
Virtual PBX

- Cloud-based unified communications
- Full feature functionality of a PBX without the need to purchase and maintain



* Not available in all regions

Support



FirstLight has received NY PSC commendation for excellent service for the past 10 years

Attachment 5, Dispensary 4 (Bronx) ISP Proof.

Attachment K – ISP Service Confirmation

This submission and its attachments contains critical infrastructure information, trade secrets, and other highly confidential information in the form of compilation of information, practices, processes, design, commercial methods that are not generally known or reasonably ascertainable by others and by which PharmaCann obtains an economic advantage over others. These materials are submitted to an agency by a commercial enterprise which if disclosed would cause substantial injury to the competitive position of the subject enterprise. PharmaCann objects to any disclosure of this information and requests an exemption from disclosure pursuant to Public Officers Law § 89(5)(a)(1).

PharmaCann ISP Confirmations

1280 Oak Point Ave., Bronx, NY 10474

ISP's:

1) Verizon

2) AccessOne

Paula J. Mueller

From: Gillis, Peter R (Ryan Gillis) <ryan.gillis@verizon.com>
Sent: Thursday, May 28, 2015 9:57 AM
To: Paula J. Mueller
Subject: RE: Please review your Verizon Business Quote - Bronx, NY

Yes, I can confirm that this would be accurate for availability of Internet at 1280 Oak Point Ave, Bronx, NY

From: Paula J. Mueller [pmueller@HarrisBeach.com]
Sent: Thursday, May 28, 2015 9:42 AM
To: Gillis, Peter R (Ryan Gillis)
Subject: FW: Please review your Verizon Business Quote - Bronx, NY

Ryan, Please confirm below quote for the Bronx address. If you have questions, please give me a call.

Thank you,
Paula J. Mueller
Administrative Assistant

HARRIS BEACH PLLC

ATTORNEYS AT LAW
677 Broadway, Suite 1101
Albany, NY 12207
518.701.2708 Direct
518.427.0235 Fax
518.427.9700 Main
pmueller@HarrisBeach.com
www.harrisbeach.com

practice GREEN
Save a tree. Read, don't print, emails.

Statement of Confidentiality

This electronic message may contain privileged or confidential information. If you are not the intended recipient of this e-mail, please delete it from your system and advise the sender.

From: Verizon Notification [mailto:verizon-notification@verizon.com]
Sent: Tuesday, May 26, 2015 10:30 AM
To: Paula J. Mueller
Subject: Please review your Verizon Business Quote



Dear Pharmacann, Teddy Scott,

May 26, 2015

We are happy to provide you the following summary of services and charges we discussed with you on May 26, 2015. This quote applies specifically to services located at 1280 Oak Point Ave, Bronx, NY, 10474.

Your Quote Number is PQ1NY00259854252.

Your Bill Will Now Include:

Products:	Monthly Charge:
Verizon Solutions For Business	
<u>Solutions Bundle Line 2 Yr</u>	\$65.00
<u>Additional Line Basic 2 Yr</u>	\$20.00
<u>Centrex Exchange Access Charge (3 @ \$1.61)</u>	\$4.83
<u>Centrex Plus Assumed Dial 9 (CustoPAK) - per line</u>	\$38.15
<u>FiOS Internet 75M/75M - 2YR</u>	\$119.99
Promotion(s) and Credit(s) :*	
<u>Promotional Bundle Credit</u>	-\$55.00
<u>Additional Line Promotion</u>	-\$20.00
<u>FiOS Internet Upgrade Offer</u>	-\$15.00
<hr/>	
Subtotal	\$157.97
Other:	
Monthly Estimated <u>Taxes, Fees and Other Verizon Charges</u>	\$54.41
Your Total Estimated Monthly Charges are:	\$212.38
<hr/>	

For more information about the services listed, just click on the product name links above.

This quote is valid for 5 business days and is an estimate based on current pricing and promotions that are subject to change. Additional charges may apply for nonstandard installations, DIRECTV, and products or services not listed above. Service terms and conditions apply; term contracts may include early termination fees. Applicable pricing will be confirmed at time of order. Orders are subject to service availability and credit approval, and may require deposit.

WHAT TO DO NEXT

If you are interested in placing an order with Verizon, please click button below and a qualified agent will contact you shortly.



Thank you for your recent inquiry and allowing us to serve you! We appreciate your business. If you have further questions, please contact us at 888-756-0875.

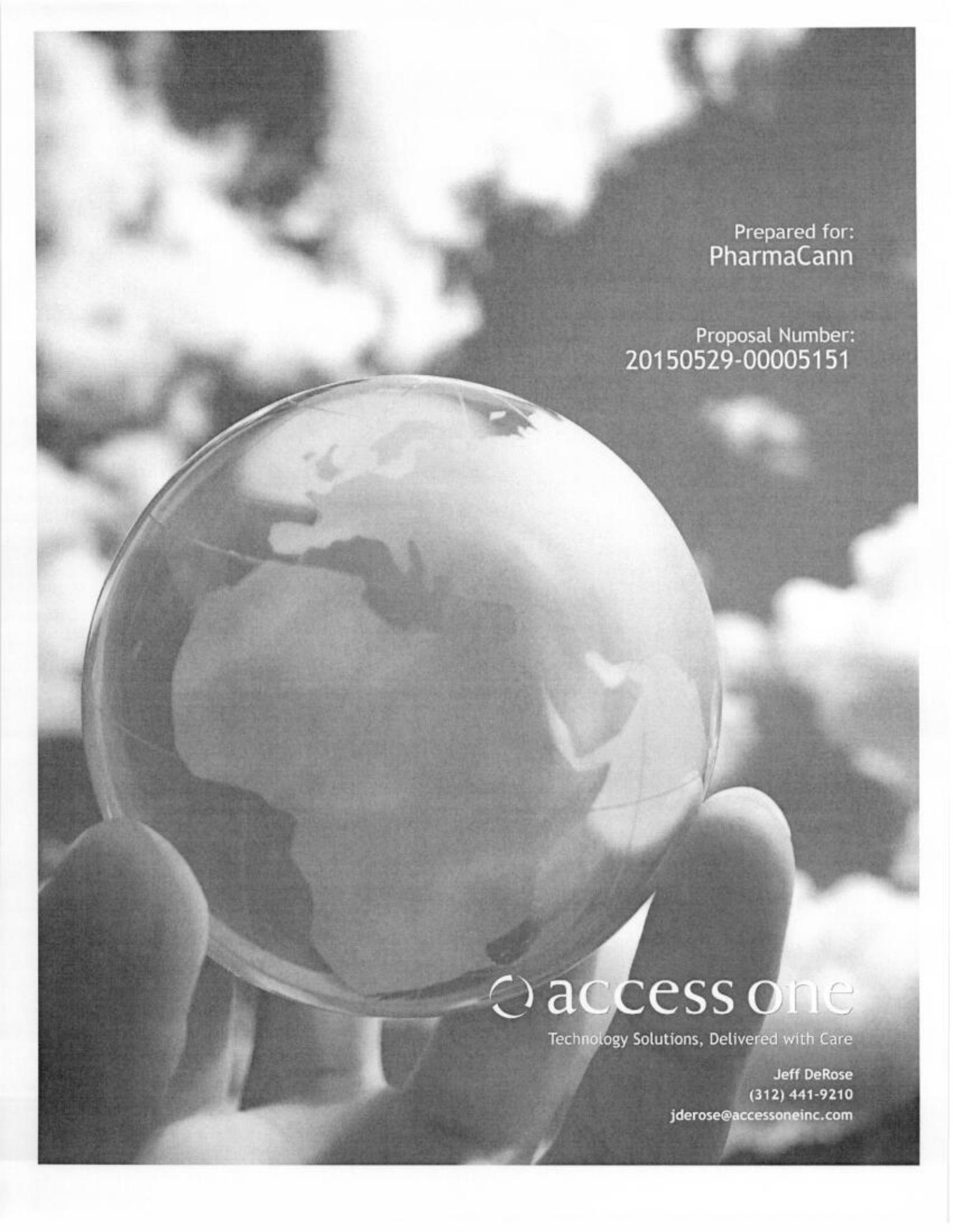
Sincerely,

Verizon



Mail Tracking Id : 0





Prepared for:
PharmaCann

Proposal Number:
20150529-00005151

 access one

Technology Solutions, Delivered with Care

Jeff DeRose
(312) 441-9210

jderose@accessoneinc.com



Access One: Technology Solutions, Delivered with Care

Thank you for your interest in Access One!

Access One is a business technology and communications services provider that customizes solutions to the unique needs of growing businesses. Known for both our unparalleled customer service and cutting-edge network, we provide complete end-to-end communication solutions for traditional and multimedia applications. Our scalable, high-capacity infrastructure, coupled with our continued network investment, enables us to expand our product portfolio, remain competitively priced, and create highly effective solutions tailored to your business.

Unlike many of the telecom and cable giants that prioritize the bottom line above all else, our mission is to provide the #1 customer experience in business technology and communications. Since 1993, we have continually strived to fulfill this mission and are proud to maintain an A+ rating from the Better Business Bureau.

Recent Awards and Recognition



2014 Silver Stevie Award
for Front-Line Customer
Service Team of the Year



Chicago and Northern
Illinois Better Business
Bureau's 2013 Torch Award
for Marketplace Ethics



 access one

820 W. Jackson Blvd., 6th Floor Chicago, IL 60607 • 312.441.1000 • www.accessoneinc.com

2/7



access one

Jeff DeRose

820 W Jackson Blvd, Ste 650, Chicago, IL 60607

312-441-9210

jderose@accessoneinc.com

DATE: June 1, 2015

PharmaCann

1280 Oak Point Ave, Bronx, NY 10474

DIA

1280 Oak Point Ave, Bronx, NY 10474

1.5M Internet

Managed Router

Total:

Quantity

1
1

36 Month Term	
Rate	MRC
\$ 467.40	\$ 467.40
Included	Included
\$ 467.40	

DIA

1280 Oak Point Ave, Bronx, NY 10474

3M Internet

Managed Router

Total:

Quantity

1
1

36 Month Term	
Rate	MRC
\$ 767.51	\$ 767.51
Included	Included
\$ 767.51	

DIA

1280 Oak Point Ave, Bronx, NY 10474

5M Internet

Managed Router

Total:

Quantity

1
1

36 Month Term	
Rate	MRC
\$ 1,060.16	\$ 1,060.16
Included	Included
\$ 1,060.16	

DIA

1280 Oak Point Ave, Bronx, NY 10474

10M Internet

Managed Router

Total:

Quantity

1
1

36 Month Term	
Rate	MRC
\$ 1,267.01	\$ 1,267.01
Included	Included
\$ 1,267.01	

\$0 NRC

Please Note:

Prices quoted are valid for thirty (30) days from quotation date and are subject to final approval by Access One, Inc.

Installation costs waived on multi-year terms unless otherwise specified.

All prices exclude applicable federal, state, local taxes and FCC fees.

Dmarc Extension fee is \$300/circuit up to 300 feet, if applicable.



THIS QUOTE IS PROPRIETARY AND CONFIDENTIAL TO ACCESS ONE INC. AND IS NOT A LEGALLY BINDING CONTRACT.



Business Technology and Communications Services Built Around You

It's no longer enough just to have powerful technology at the core of your communications services. In the midst of an agile and competitive marketplace, business-critical infrastructure needs to be streamlined to ensure maximum efficiency, cost-effectiveness, and above all, reliability. Unlike other companies who offer a "one size fits all" product offering, Access One works with you to custom tailor a solution to fit both your budget and your needs - for today and in the foreseeable future. In addition to an ever-growing portfolio of services, Access One offers your business a level of support and personal attention that only a locally-staffed company can provide.

Voice & Data Services

- Ethernet & Fiber Delivery
- Dynamic Integrated Voice & Data
- VoIP Services
- SIP Trunking
- Dedicated Internet Access
- Local Voice & Long Distance
- Audio & Web Conferencing

Private Networking Solutions

- MPLS
- IP VPN
- Private Line

Access Cloud Hosted PBX

- Fully managed phone system
- Feature rich platform
- Eliminate upfront costs and ongoing maintenance

Managed IT Solutions

- 24/7 IT Support & Helpdesk
- Onsite & Offsite Data Backup
- Disaster Recovery
- Network/Infrastructure Installation & Management
- Network & Endpoint Security
- Server Virtualization

Colocation & Data Center Solutions

- 1/3, 1/2 and Full Rack & Power
- High Density Tier III Facility
- 24/7/365 Onsite Staff
- HIPAA & PCI Compliant
- Remote Hands Support
- IP Bandwidth

*Quotes are valid for thirty (30) days from quotation date and are subject to final approval by Access One.

*All prices exclude applicable Taxes and Other Fees. For information on Other Fees, please see Access One's Service Guide on our website.

*Network Maintenance Fee of \$14.75 applies per location.





Notable Customers and Testimonials

At Access One, we strongly believe that the most important measure of our success is the satisfaction of our customers. Below, please find a sample of customer testimonials along with a few of the notable companies we've had the pleasure of working with.

"We recently renewed our contract for another three years due to the excellent customer experience, cost saving solutions and reliability of our service."

Laura Hanssel, Executive Vice President and Chief Financial Officer, Harris Theater Chicago

"Thank you 'Access One Team' for a swift and efficient transition of my 30+ sites nationwide voice and data network."

Jason Bressler, Manager of Information Technology, Guaranteed Rate

"In my recent experience, Access One has great customer service. The Vice President of Operations as well as my assigned Account Manager came by in person to make sure our needs were met."

Sridhar Pallapotu, Chief Technology Officer, Eagle Insurance Agency

"When I was with other telecom companies, I never got the personalized service that I get with Access One. It is their commitment to high standards in telecom that will keep me an Access One customer."

David Stein, President, Malcolm S. Gerald and Associates

Arts & Entertainment

Goodman Theater • Harris Theater • Museum of Contemporary Art

Auto

Cadillac of Naperville • Napleton Automotive Group • Fields Auto Group

Educational

Lake Forest Graduate School of Management • Noble Network of Charter Schools • Wilmette Public Schools District 39

Financial

Glenview State Bank • Standard Bank & Trust • West Suburban Bank

Healthcare

Illinois Physicians Network • NuCare • St. Mary's Hospital

Hospitality

Crowne Plaza Hotel • Trump Hotel • Marriott Hotel

Legal

Blatt, Hasenmiller, Leibsker & Moore, LLC • Donohue Brown • Foran Glennon Palandech Ponzi & Rudloff PC

Municipals

City of Elgin • Elk Grove Village • Addison Park District

Non-Profits

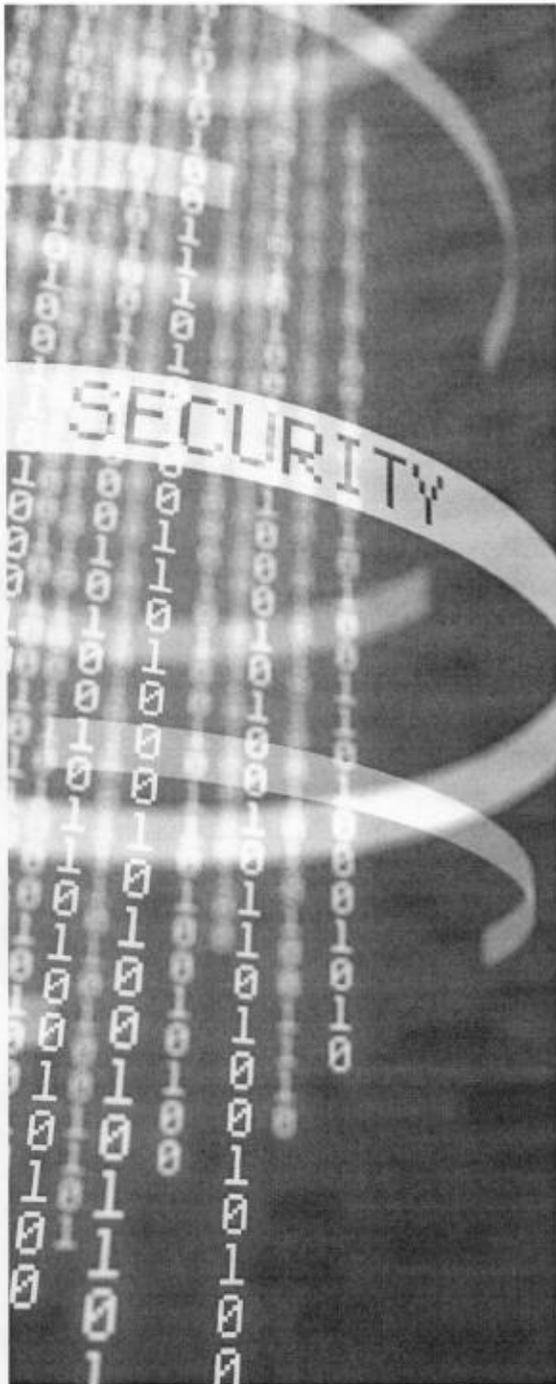
Catholic Charities • Old St. Patrick's Church • Salvation Army

Real Estate

CBRE • Sterling Bay Companies • Jones Lang LaSalle

Other Industries

Better Business Bureau® Serving Chicago & Northern Illinois • Binny's Beverage Depot • Uber



Free Network Risk Assessment

Turn to Access One to help identify the high risk areas of your network with our FREE Network Risk Assessment.

What is a Network Risk Assessment?

Our monitoring solutions include powerful tools for analyzing captured data from targeted devices, servers, networks and applications. In addition to the wide variety of gathering methods, our services are non-intrusive, which means they will not slow down your network performance.

How We Do It

Performance Reports

- Over 40 points of network analysis
- Hardware and Software Inventory
- Patch and Security Status
- System Activity Threat Analysis
- Firewall Audit
- Mobile Applications Assessment
- Phone Sweep and Analysis
- Virtual Infrastructure Assessment
- Audit & Inventory

Risk Analysis

- Antivirus & Anti-malware
- Network Monitoring
- Policy Management
- Desktop Policy Management
- Firewall System Activity
- VPN Audit
- Threat Analysis | Audit
- And much more!

Who Needs It?

IT Professionals need quick and easy access to every detail of their environment and delivery. The ability to track and analyze data over time is invaluable for both tactical and strategic IT planning. Schedule your FREE Network Risk Analysis with one of our specialists today! Upon completion, your business will receive a completely customized report fully documenting the risks associated with your network.

To schedule your analysis with one of our certified technicians, please call 877.441.8333.

Attachment L

Timeline to Produce a Final Approved Product



Attachment L – Timeline from Growing to Production

1

This submission and its attachments contains critical infrastructure information, trade secrets, and other highly confidential information in the form of compilation of information, practices, processes, design, commercial methods that are not generally known or reasonably ascertainable by others and by which PharmaCann obtains an economic advantage over others. These materials are submitted to an agency by a commercial enterprise which if disclosed would cause substantial injury to the competitive position of the subject enterprise. PharmaCann objects to any disclosure of this information and requests an exemption from disclosure pursuant to Public Officers Law § 89(5)(a)(1).

Summary of Attachment

Item 93 – Attachment L (Timeline of Growing)

In connection with the application of PharmaCann, LLC to become registered as a Medical Marijuana Registered Organization under 10 NYCRR §1004.5(b)(6), we would like to share with you some pertinent information regarding PharmaCann, LLC. d/b/a PharmaCannis (collectively “PharmaCann”). PharmaCann, LLC is a medical marijuana company that holds six (6) licenses in Illinois. PharmaCann was awarded the licenses after an extremely competitive process overseen by the Illinois Departments of Public Health, Financial and Professional Regulation, and Agriculture. PharmaCann was the top grantee of the 369 applicants.

PharmaCann, its founders and investors have been vigorously vetted in Illinois by state regulators and the media. Founders Teddy Scott and John Leja are accomplished Intellectual Property professionals dedicated to providing access to pharmaceutical-grade medicinal cannabis, while protecting the public health and safety. Mr. Scott holds a Ph.D. in molecular biophysics and has more than twenty years’ experience working with pharmaceutical and biotech development. PharmaCann is guided by an advisory board and senior management of highly sophisticated professionals from pharmaceutical, agricultural and public-facing industries.

PharmaCann’s three lead horticulturists have decades of experience with leading commercial operations, including Gotham Greens, Syngenta Flowers, Inc. and Ball Horticultural Company. PharmaCann’s proposed development timeline is as follows:

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

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

This submission and its attachments contains critical infrastructure information, trade secrets, and other highly confidential information in the form of compilation of information, practices, processes, design, commercial methods that are not generally known or reasonably ascertainable by others and by which PharmaCann obtains an economic advantage over others. These materials are submitted to an agency by a commercial enterprise which if disclosed would cause substantial injury to the competitive position of the subject enterprise. PharmaCann objects to any disclosure of this information and requests an exemption from disclosure pursuant to Public Officers Law § 89(5)(a)(1).

Attachment L – Timeline from Growing to Production

3

This submission and its attachments contains critical infrastructure information, trade secrets, and other highly confidential information in the form of compilation of information, practices, processes, design, commercial methods that are not generally known or reasonably ascertainable by others and by which PharmaCann obtains an economic advantage over others. These materials are submitted to an agency by a commercial enterprise which if disclosed would cause substantial injury to the competitive position of the subject enterprise. PharmaCann objects to any disclosure of this information and requests an exemption from disclosure pursuant to Public Officers Law § 89(5)(a)(1).

Attachment L – Timeline from Growing to Production

This submission and its attachments contains critical infrastructure information, trade secrets, and other highly confidential information in the form of compilation of information, practices, processes, design, commercial methods that are not generally known or reasonably ascertainable by others and by which PharmaCann obtains an economic advantage over others. These materials are submitted to an agency by a commercial enterprise which if disclosed would cause substantial injury to the competitive position of the subject enterprise. PharmaCann objects to any disclosure of this information and requests an exemption from disclosure pursuant to Public Officers Law § 89(5)(a)(1).

Attachment L – Timeline from Growing to Production

This submission and its attachments contains critical infrastructure information, trade secrets, and other highly confidential information in the form of compilation of information, practices, processes, design, commercial methods that are not generally known or reasonably ascertainable by others and by which PharmaCann obtains an economic advantage over others. These materials are submitted to an agency by a commercial enterprise which if disclosed would cause substantial injury to the competitive position of the subject enterprise. PharmaCann objects to any disclosure of this information and requests an exemption from disclosure pursuant to Public Officers Law § 89(5)(a)(1).

Attachment 1, Timeline of Seed to Approved Product

Attachment L – Timeline from Growing to Production

6

This submission and its attachments contains critical infrastructure information, trade secrets, and other highly confidential information in the form of compilation of information, practices, processes, design, commercial methods that are not generally known or reasonably ascertainable by others and by which PharmaCann obtains an economic advantage over others. These materials are submitted to an agency by a commercial enterprise which if disclosed would cause substantial injury to the competitive position of the subject enterprise. PharmaCann objects to any disclosure of this information and requests an exemption from disclosure pursuant to Public Officers Law § 89(5)(a)(1).

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

Attachment 2, GANNT Chart of Mfg. Facility Construction Timeline

Attachment L – Timeline from Growing to Production

7

This submission and its attachments contains critical infrastructure information, trade secrets, and other highly confidential information in the form of compilation of information, practices, processes, design, commercial methods that are not generally known or reasonably ascertainable by others and by which PharmaCann obtains an economic advantage over others. These materials are submitted to an agency by a commercial enterprise which if disclosed would cause substantial injury to the competitive position of the subject enterprise. PharmaCann objects to any disclosure of this information and requests an exemption from disclosure pursuant to Public Officers Law § 89(5)(a)(1).

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

Attachment M

Statement of Compliance



PharmaCann

AFFIDAVIT OF COMPLIANCE

As the Chief Executive Officer duly authorized by the board of PharmaCann, LLC, I hereby affirm that PharmaCann is able to comply with all applicable State and local laws and regulations relating to the activities in which PharmaCann intends to engage following issuance of a registration to operate as a Registered Organization by the New York State Department of Health.

PHARMACANN, LLC



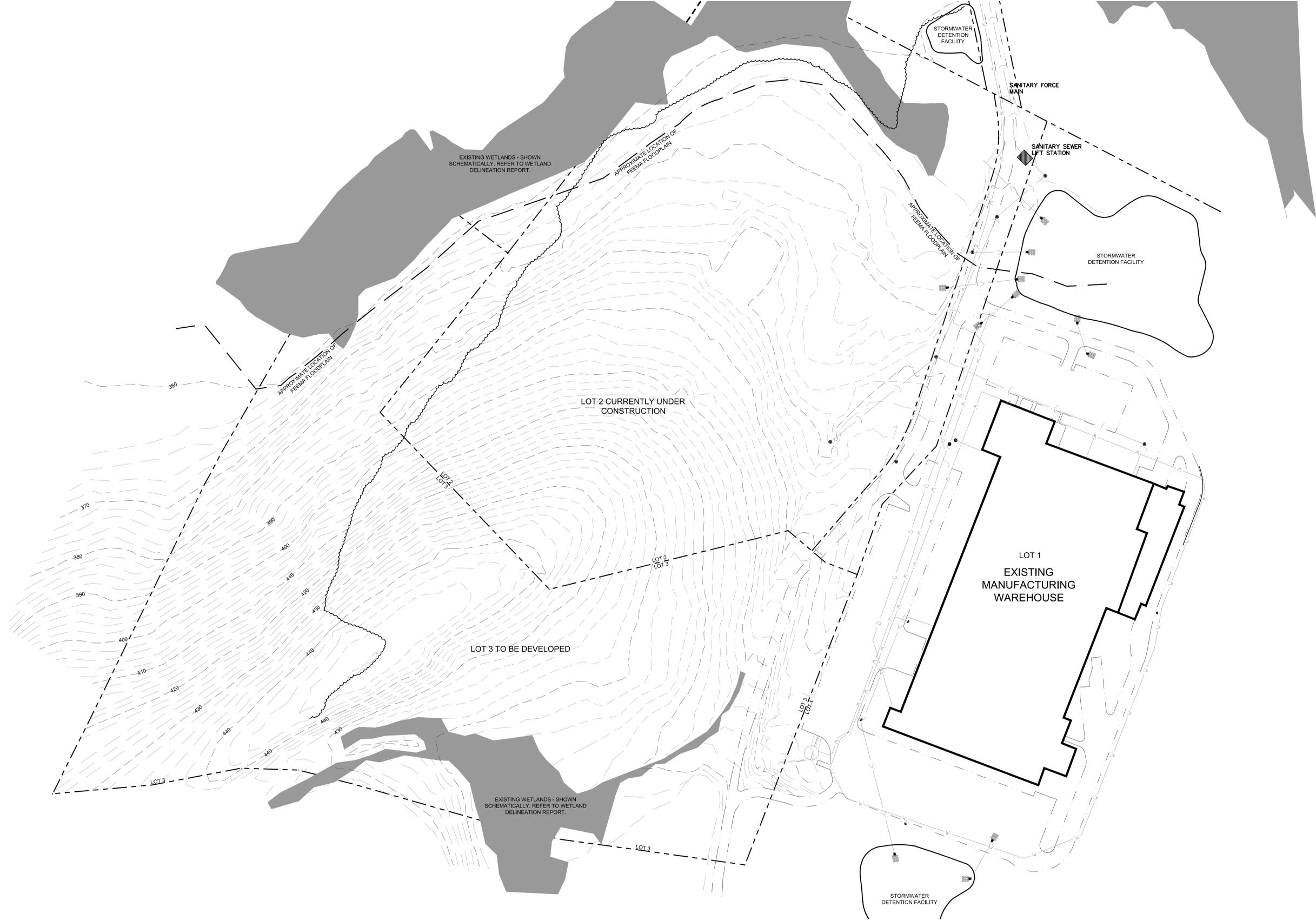
Teddy Scott, Chief Executive Officer

Sworn to and subscribed in my presence this
1st day of June, 2015.

Notary Public

Kimberly L Kaskel





1 EXISTING CONDITIONS: DEVELOPMENT PLAN
1" = 100'-0"



LEGEND AND ABBREVIATIONS:

	PROPERTY LINE		STORM SEWER		VALVE IN VAULT
	ASPHALT PAVEMENT		PERFORATE STORM LINE		QUICK COUPLER
	MULCH		SANITARY LINE		SLOPE
	CONCRETE SIDEWALK		WATER LINE		STORMWATER RUN-OFF
	SOD		IRRIGATION LINE		CONTOUR
	GRAVEL ROADWAY		ELECTRIC LINE		CENTERLINE OF SWALE
	CONCRETE PAVEMENT AND BASE		GAS		SPOT ELEVATION
			TELEPHONE LINE		TOP OF WALL
			COMMUNICATIONS		BOTTOM OF WALL
			INLET		TOP ELEVATION
			CATCH BASIN		BOTTOM ELEVATION
			MANHOLE		
			BUFFALO BOX		
			VALVE BOX		

NOTE:
 1. ALL EXISTING TOPOGRAPHY IS BASED ON PRELIMINARY DATA ONLY. THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS WITH A SITE SURVEY PREPARED BY A SURVEYOR LICENSED BY THE STATE OF NEW YORK.
 2. THE WETLANDS SHOWN ARE BASED ON RECORD DRAWINGS AND ARE TO BE USED AS APPROXIMATE ONLY. THE WETLAND AREA SHALL BE DELINEATED BY A CERTIFIED ENVIRONMENTAL CONSULTANT, LICENSED BY THE STATE OF NEW YORK. ALL MODIFICATIONS TO SITE WETLANDS SHALL OBTAIN APPROVALS FROM THE ARMY CORPS OF ENGINEERS AND LOCAL AUTHORITIES PRIOR TO CONSTRUCTION.
 3. DEVELOPMENTS WITHIN LOT 2 ARE BASED ON PRELIMINARY ENGINEERING DATA. THE CONTRACTOR SHALL VERIFY THE EXTENT OF SITE CONDITIONS ALONG THE NORTH BOUNDARY LINE PRIOR TO CONSTRUCTION. NOTIFY THE ENGINEER SHOULD SITE CONDITIONS DIFFER FROM WHAT IS SHOWN ON THE PLANS.
 4. THE LIMITS OF EXISTING WOODLANDS IS BASED ON PRELIMINARY SITE DATA AND SHALL BE VERIFIED IN THE FIELD PRIOR TO CONSTRUCTION.
 5. THE CONTRACTOR SHALL PROVIDE AS-BUILT SURVEY DATA TO THE ENGINEER PRIOR TO REQUESTING SUBSTANTIAL COMPLETION. THE SURVEY SHALL INCLUDE ALL SITE TOPOGRAPHY AS WELL AS RIM AND INVERT DATA FROM ALL UTILITY STRUCTURES.

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FILORAMO TAL S.M.A.
 ARCHITECTURE

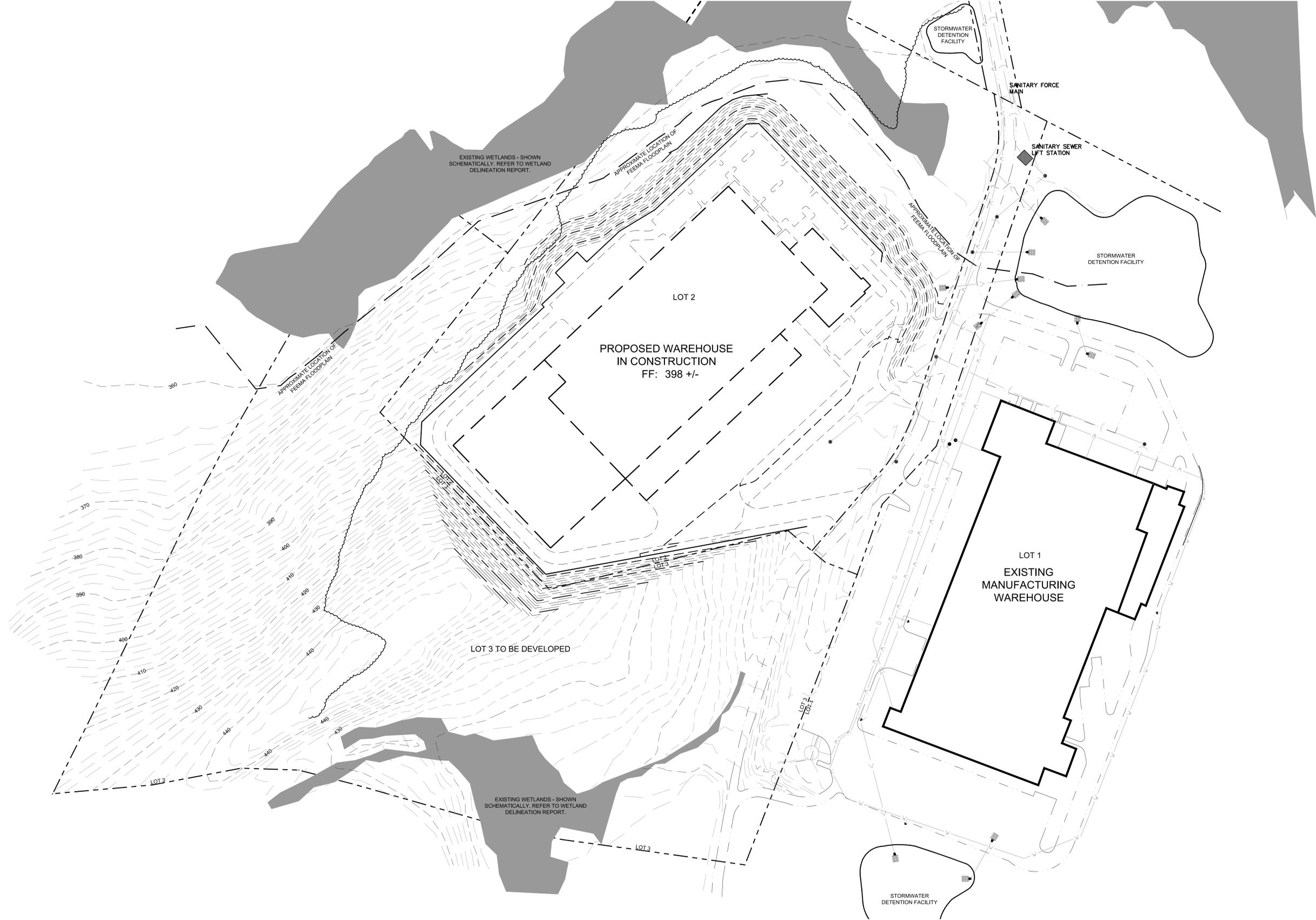
1785 N. CLAYTON AVE. #220
 CHICAGO, ILLINOIS 60642
 (773) 462-3333

PROJECT NAME: PharmaCann - New York
 600 Neelyman Rd., Hempstead, Orange County, NY

OWNER: PharmaCann, L.L.C.
 1100 Lake Shore Dr., Suite 304
 Oak Park, Illinois 60454

SHEET NO.: C000.1
DATE: 2/25/2023
SCALE: 1" = 100'-0"

CERTIFICATION:



1 EXISTING CONDITIONS: LOT 2 DEVELOPMENT
1" = 100'-0"



LEGEND AND ABBREVIATIONS:

	PROPERTY LINE		STORM SEWER		VALVE IN VAULT
	ASPHALT PAVEMENT		PERFORATE STORM LINE		QUICK COUPLER
	MULCH		SANITARY LINE		SLOPE
	CONCRETE SIDEWALK		WATER LINE		STORMWATER RUN-OFF
	SOD		IRRIGATION LINE		CONTOUR
	GRAVEL ROADWAY		ELECTRIC LINE		CENTERLINE OF SWALE
	CONCRETE PAVEMENT AND BASE		GAS		SPOT ELEVATION
			TELEPHONE LINE		TOP OF WALL
			COMMUNICATIONS		BOTTOM OF WALL
			INLET		TOP ELEVATION
			CATCH BASIN		BOTTOM ELEVATION
			MANHOLE		
			BUFFALO BOX		
			VALVE BOX		

NOTE:
 1. ALL EXISTING TOPOGRAPHY IS BASED ON PRELIMINARY DATA ONLY. THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS WITH A SITE SURVEY PREPARED BY A SURVEYOR LICENSED BY THE STATE OF NEW YORK.
 2. THE WETLANDS SHOWN ARE BASED ON RECORD DRAWINGS AND ARE TO BE USED AS APPROXIMATE ONLY. THE WETLAND AREA SHALL BE DELINEATED BY A CERTIFIED ENVIRONMENTAL CONSULTANT, LICENSED BY THE STATE OF NEW YORK. ALL MODIFICATIONS TO SITE WETLANDS SHALL OBTAIN APPROVALS FROM THE ARMY CORPS OF ENGINEERS AND LOCAL AUTHORITIES PRIOR TO CONSTRUCTION.
 3. DEVELOPMENTS WITHIN LOT 2 ARE BASED ON PRELIMINARY ENGINEERING DATA. THE CONTRACTOR SHALL VERIFY THE EXTENT OF SITE CONDITIONS ALONG THE NORTH BOUNDARY LINE PRIOR TO CONSTRUCTION. NOTIFY THE ENGINEER SHOULD SITE CONDITIONS DIFFER FROM WHAT IS SHOWN ON THE PLANS.
 4. THE LIMITS OF EXISTING WOODLANDS IS BASED ON PRELIMINARY SITE DATA AND SHALL BE VERIFIED IN THE FIELD PRIOR TO CONSTRUCTION.
 5. THE CONTRACTOR SHALL PROVIDE AS-BUILT SURVEY DATA TO THE ENGINEER PRIOR TO REQUESTING SUBSTANTIAL COMPLETION. THE SURVEY SHALL INCLUDE ALL SITE TOPOGRAPHY AS WELL AS RIM AND INVERT DATA FROM ALL UTILITY STRUCTURES.



SLOPES AND RETAINING WALLS CONSTRUCTED AS PART OF THE LOT 2 DEVELOPMENT SHALL BE MAINTAINED AND PROTECTED THROUGHOUT CONSTRUCTION. ANY DAMAGE TO THE SLOPE, THE SLOPE STABILITY OR THE RETAINING WALL SHALL BE REPORTED TO THE OWNER'S REPRESENTATIVE AND CORRECTIVE ACTION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

THE CONTRACTOR SHALL REPAIR ALL DAMAGE TO THE EXISTING ROADWAY CAUSED BY CONSTRUCTION ACTIVITY. THE ROADWAY SHALL BE DOCUMENTED WITH VIDEO AND PHOTOGRAPHS PRIOR TO THE START OF CONSTRUCTION AND A COPY OF THE DOCUMENTATION SHALL BE PROVIDED TO THE OWNER'S REPRESENTATIVE PRIOR TO MOBILIZATION. THIS DOCUMENTATION WILL SERVE AS EVIDENCE OF THE ROADWAY PRE-DEVELOPMENT ACTIVITY.

APPROXIMATELY 26,000 SQUARE FEET OF WOODLANDS AND BRUSH TO BE CLEAR-CUT AND REMOVED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE DENSITY OF THE BRUSH PRIOR TO CONSTRUCTION.

CONTRACTOR SHALL CLEAR THE SITE OF ALL VEGETATION AND UNSUITABLE MATERIAL. TOPSOIL SHALL BE STRIPPED IN AREA OF THE BUILDING PAD AND PAVED AREAS AND STOCKPILED AT THE REAR OF THE PROPERTY AND PROPERLY PROTECTED UNTIL IT IS RE-SPREAD. ALL TOPSOIL AND SUITABLE MATERIAL SHALL BE MAINTAINED ON-SITE.

MATERIAL CUT TO PREPARE THE BUILDING PAD SHALL BE USED TO BUILD-UP THE PARKING LOT BASE AND SHALL BE COMPACTED IN ACCORDANCE WITH THE RECOMMENDATIONS NOTED IN THE GEOTECHNICAL REPORT. NO PAVING OR BUILDING PAD SHALL BE CONSTRUCTED WITHOUT THE SUBGRADE BEING COMPACTED TO MEET THE REQUIREMENTS NOTED IN THE GEOTECHNICAL REPORT AND TESTED BY A LICENSED TESTING AGENCY. ALL TEST RESULTS SHALL BE DOCUMENTED AND PROVIDED TO THE ENGINEER FOR REVIEW.

CONTRACTOR SHALL REVIEW ALL GEOTECHNICAL DOCUMENTS AND NOTIFY THE OWNER AND THE ENGINEER SHOULD SITE CONDITIONS DIFFER FROM THE REPORT.

ONCE ALL UTILITIES AND BUILDING PADS ARE CONSTRUCTED, THE EXISTING TOPSOIL SHALL BE RE-SPREAD AND SEEDING TO MEET FINAL ELEVATIONS. ALL ADDITIONAL TOPSOIL SHALL BE STORED ON SITE IN THE FORM OF LANDSCAPED BERMS AS NOTED ON THE GRADING PLANS.

APPROXIMATELY 0.11 ACRES OF EXISTING WETLAND TO BE FILLED AS PERMITTED BY NEW YORK DISTRICT, CORPS OF ENGINEERS, DEPARTMENT OF THE ARMY PERMIT NUMBER NAN-2010-01293-WOR. THE CONTRACTOR SHALL COORDINATE WITH THE OWNER AND THE ARMY CORPS OF ENGINEERS THAT ALL MITIGATION REQUIREMENTS, SPECIAL CONDITIONS AND INSPECTIONS ARE COMPLETED AS REQUIRED BY THE PERMIT. THE OWNER SHALL BE RESPONSIBLE FOR PROVIDING THE ARMY CORPS OF ENGINEERS WITH ANNUAL REPORTS ON THE STATUS OF THE MITIGATION ACTIVITIES AS REQUIRED BY THE PERMIT.

THE CONTRACTOR SHALL TAKE ADDITIONAL PRECAUTION TO ENSURE NO CONSTRUCTION DEBRIS CAUSED BY EARTH MOVING OPERATIONS SHALL ENTER OR DAMAGE THE EXISTING WETLAND AS DELINEATED BY THE ENVIRONMENTAL ENGINEER. ANY DAMAGE TO THE WETLAND AREA SHALL BE REPORTED TO THE TO OWNER'S REPRESENTATIVE AND ALL CORRECTIVE ACTION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

1 SITE DEMOLITION PLAN
1" = 40'-0"



- LEGEND AND ABBREVIATIONS:**
- PROPERTY LINE
 - PROPOSED DRAINAGE EASEMENT AND UTILITY EASEMENT
 - STRUCTURE TO REMAIN AND BE PROTECTED
 - REMOVE STRUCTURE / TREE
 - CLEAR AND GRUB FOR SITE CONSTRUCTION
 - WOODLANDS REMOVAL
 - WETLAND FILL
 - EXISTING WETLAND TO BE PROTECTED

FILORAMO TALSMA
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 WWW.FILORAMO.COM

PharmaCann - New York
 600 Neelytown Rd., Hempstead, Orange County, NY
 OWNER:
 PharmaCann, LLC
 1100 Lake Shore Drive, Suite 304
 Oak Park, Illinois 60461

C001.0
 SHEET NO. 2/25/2023
 SHEET NAME: Site Demolition Plan

CERTIFICATION:
 No. Date Issue Description

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<p>PROJECT NAME C002.0 PharmCann - New York 1000 Madison Avenue, 10th Floor, New York, NY 10017 OWNER PharmCann Inc. 1000 Madison Avenue, 10th Floor, New York, NY 10017</p>	<p>CONTRACTOR</p>	<p>ARCHITECT FILORAMOTAI S.M.A. ARCHITECTURA 1000 Madison Avenue, 10th Floor, New York, NY 10017 Tel: +1 212 692 1234 www.filoramotai.com</p>	<p>DATE 10/15/2023</p>
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<p>FILE NO: C003.0</p> <p>PROJECT NAME: PharmCann - New York</p> <p>ADDRESS: 100 West Street, New York, NY 10038</p> <p>OWNER: PharmCann, LLC</p> <p>DATE: 08/14/2018</p>	<p>DATE: 08/14/2018</p> <p>TIME: 10:00 AM</p> <p>LOCATION: 100 West Street, New York, NY 10038</p>	<p>CONTRACTOR: PHILIPPIAN ARCHITECTURE</p>	<p>OWNER: PHILIPPIAN ARCHITECTURE</p> <p>ADDRESS: 100 West Street, New York, NY 10038</p> <p>DATE: 08/14/2018</p> <p>TIME: 10:00 AM</p> <p>LOCATION: 100 West Street, New York, NY 10038</p>
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<p>PROJECT NAME C003.1 PharmaCann - New York</p> <p>CLIENT PharmaCann - New York</p> <p>OWNER PharmaCann - New York</p> <p>DATE 2018.03.01</p> <p>PROJECT LOCATION New York, NY</p>	<p>CONTRACTOR</p>	<p>ARCHITECT FILORAMOTA SMA ARCHITECTURE</p> <p>100 WALL STREET, 10TH FLOOR NEW YORK, NY 10038</p> <p>TEL: 212.693.1100 WWW.FILORAMOTA.COM</p>
--	--------------------------	---

<p>PROJECT NAME PharmCann - New York</p> <p>CLIENT PharmCann - New York</p> <p>OWNER PharmCann - New York</p> <p>DATE 2018.03.01</p>	<p>CONTRACTOR</p>	<p>ARCHITECT FILORAMOTA SMA ARCHITECTURE</p> <p>100 WALL STREET, 10TH FLOOR NEW YORK, NY 10038</p> <p>TEL: 212.403.8200 WWW.FILORAMOTA.COM</p>	<p>DATE 2018.03.01</p> <p>PROJECT PharmCann - New York</p> <p>OWNER PharmCann - New York</p> <p>ARCHITECT FILORAMOTA SMA ARCHITECTURE</p>
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<p>PROJECT NAME C004.0 PharmCann - New York 1000 Madison Avenue, 10th Floor, New York, NY 10017</p> <p>OWNER PharmCann, LLC 1000 Madison Avenue, 10th Floor New York, NY 10017</p>	<p>CONTRACTOR</p>	<p>ARCHITECT FILORAMOTAI S.M.A. ARCHITECTURA</p> <p>FILORAMOTAI S.M.A. ARCHITECTURA 1000 Madison Avenue, 10th Floor New York, NY 10017</p>	<p>DATE 01/01/2021</p>
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<p>DATE ISSUED: C005.0</p> <p>PROJECT NAME: PharmCann - New York 100 West Street, 10th Floor, New York, NY 10038</p> <p>OWNER: PharmCann, LLC 100 West Street, 10th Floor, New York, NY 10038</p>	<p>CONTRACTOR: PHILIPPIAN ARCHITECTURE</p>	<p>CONTRACT NUMBER: PHILIPPIAN ARCHITECTURE</p> <p>CONTRACT DATE: 10/1/2018</p> <p>CONTRACT VALUE: \$1,000,000.00</p>
--	---	--

<p>PROJECT NAME C005.1 PharmaCann - New York <small>Manufacturing, Technology, R&D Building for PharmaCann, Inc.</small></p> <p>OWNER PharmaCann, Inc. 100 West Street New York, NY 10038</p>	<p>DATE 10/1/2018</p> <p>SCALE AS SHOWN</p>	<p>CONTRACTOR</p>	<p>ARCHITECT FILORAMOTTA/SMA ARCHITECTURE</p> <p>100 West Street New York, NY 10038 Tel: 212.369.1100 www.filoramotta.com</p>	<p>DISCLAIMER This document is the property of the Architect and is to be used only for the project and site identified herein. It is not to be distributed, copied, or used for any other project without the written consent of the Architect. The Architect assumes no responsibility for the accuracy or completeness of the information provided herein. The Architect is not responsible for any errors or omissions in this document. The Architect is not responsible for any delays or interruptions in the construction process. The Architect is not responsible for any claims or damages arising from the use of this document.</p>
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<p>DATE PLOD: C005.2</p> <p>PROJECT NAME: PharmCann - New York 100 West Street, 10th Floor, New York, NY 10038</p> <p>OWNER: PharmCann, LLC 100 West Street, 10th Floor, New York, NY 10038</p>	<p>DATE: 10/1/2023</p> <p>PROJECT NAME: PharmCann - New York</p>	<p>OWNER: PharmCann, LLC</p>	<p>ARCHITECT: FILORAMOTALSMA ARCHITECTURE</p>	<p>DATE: 10/1/2023</p> <p>PROJECT NAME: PharmCann - New York</p> <p>OWNER: PharmCann, LLC</p> <p>ARCHITECT: FILORAMOTALSMA ARCHITECTURE</p>
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A001	PROJECT NAME: PharmaCann - New York	DATE: 01/15/2024	PROJECT NO: 2024-001
ISSUED FOR:	CONTRACTOR:	DATE:	BY:
PROJECT NO:	PROJECT NAME:	DATE:	BY:
PROJECT NO:	PROJECT NAME:	DATE:	BY:

PHARMACANN ARCHITECTURE
100 N. GLENN ST. #200
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<p>PROJECT NAME A004 PharmaCann - New York ©2019 American International Group Corp. or PharmaCann, LLC All Rights Reserved</p>	<p>PROJECT NAME PIROUAVIOAVIA ARCHITECTURE 100 N. GLENN AVE. #202 ROCKY HILL, CT 06067 PH: 860.261.1111 WWW.PIROUAVIOAVIA.COM</p>	<p>PROJECT NAME PharmaCann - New York ©2019 American International Group Corp. or PharmaCann, LLC All Rights Reserved</p>	<p>PROJECT NAME PharmaCann - New York ©2019 American International Group Corp. or PharmaCann, LLC All Rights Reserved</p>
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A104
2015.01

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NEW YORK, NY 10017
ARCHITECTURE
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BY COMPANY OF DESIGN

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PharmaCann - New York
400 Westchester Turnpike Group, Group, Inc.
2016-01-01

PROJECT NAME:
COLUMBIA B&B P&A
LAND

OWNER:
PharmaCann, LLC
100 Westchester Turnpike Group, Inc.
100 Westchester Turnpike Group, Inc.

 **NEXUS**
NEXUS GENERATION
CORPORATION
1000 LIBERTY DR. NORTHGLENS, COLORADO 80520 (303) 771-0199

 **NEXUS ARCHITECTURE**
100 WESTERN AVE #201
DENVER, COLORADO 80202
303.733.8888
www.nexusarch.com

100 Westchester Turnpike Group, Inc.
100 Westchester Turnpike Group, Inc.

PharmCann - New York
400 Westchester Turnpike Group, Group, Inc.
New York, NY 10604

Project Code: 2018000004
Project Name: PHARMCANN, LLC
GATE FIVE SECTIONS
PARTITION DETAILS



NEXUS
NEXUS GENERATION
CORPORATION
1000 LIBERTY DR. NORTHFIELD, COLORADO 81051 (303) 671-0199
WWW.NEXUSGEN.COM

ARCHITECTURE
1000 LIBERTY DR. NORTHFIELD, COLORADO 81051 (303) 671-0199
WWW.NEXUSGEN.COM

PharmaCann - New York
400 Westchester Turnpike Group, Group, for

Project Code: 2018000004
Project Name: PHARMACANN, LLC
GABLE END SECTIONS
PARTITION RELATIONS



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PharmaCann - New York 400 Westchester Turnpike West Group, Group, Inc. 2016-01-01					 <p>NEXUS CORPORATION NEXUS GENERATION CORPORATION 1000 LIBBY DR. NORTHGLENN, COLORADO 81621 (303) 771-0199</p>	 <p>ARCHITECTURE 100 WEST 14TH ST. #201 NEW YORK, NY 10011 212 693 8800 www.architecture.com</p>
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<p>PharmCann - New York 400 Westchester Turnpike West Group, Corp. 2016-01-01 CANNABIS PharmCann, LLC 100 Westchester Turnpike West Westchester, NY 10580</p>			<p>NEXUS NEXUS GENERATION CORPORATION 1000 LIBERTY DR. NORTHGLENS, COLORADO 80501-1000</p>	<p>NEXUS ARCHITECTURE 100 WESTERN AVE #201 WEST PALM BEACH FLORIDA 33411</p>
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PharmCann - New York
400 Westchester Turnpike Group, Group 107

Project Code: 2016-00-00
Project Name: COMMERCIAL/ROOF CALORIBERALS

OWNER:
PharmCann, LLC
100 Westchester

 **NEXUS**
NEXUS GENERATION
CORPORATION
1000 LIBBY DR. NORTHGLENS, COLORADO 80501-0100

 **NEXUS ARCHITECTURE**
100 WESTERN AVE #201
DENVER, COLORADO 80202

100 Westchester Turnpike Group, Group 107
100 Westchester Turnpike Group, Group 107
100 Westchester Turnpike Group, Group 107
100 Westchester Turnpike Group, Group 107

PharmCann - New York
400 Westchester Turnpike Group, Group 107
2018-01-01

PROJ NAME:
PROJ PANEL METAL PANELS
INSULATION & INSULATION

OWNER:
PHARMCANN, LLC
100 Westchester Turnpike
Westchester, NY 10580

 **NEXUS**
NEXUS GENERATION
CORPORATION
1000 LIBBY DR. NORTHGLENS, COLORADO 80501-0100

 **NEXUS ARCHITECTURE**
100 WESTCHESTER AVE #201
WESTCHESTER, NY 10580

100 Westchester Turnpike Group, Group 107
Westchester, NY 10580
1000 Libby Dr. Northglens, Colorado 80501-0100
100 Westchester Turnpike Group, Group 107
Westchester, NY 10580

SHEET NO.

S001

PRINT DATE:

2015-06-05

SHEET NAME:

GENERAL NOTES

PROJECT NAME:

PharmatCann - New York

400 New York St., Hempstead, Orange County, NY

OWNER:

PharmatCann, LLC

100 West 10th Street

New York, NY 10011

DATE:

06/05/2015

CERTIFICATION:

 **Larson Engineering Inc**

Professional Engineer No. 100

Norwalk, Illinois 60555-6503

(P) 630.327.0540 (F) 630.327.0164

LEI Comm. No. 211-000248-000

FILORAMO, TAI S.M.A.
ARCHITECTS

100 W. 10th St. #200

New York, NY 10011

NEW YORK

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S101

PharmatCann - New York

400 West 10th Street, Hempstead, New York 11540

PRINT DATE: 2015-06-05
SHEET NAME: 000001
DRAWN BY: JAC
DATE: 2015-06-05
SCALE: 1:1



Larson Engineering Inc
100
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PharmatCann - New York
400 West 10th Street, Hempstead, New York 11540
PRINT DATE: 2015-06-05
SHEET NAME: 000001
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DATE: 2015-06-05
SCALE: 1:1

S103

PharmatCann - New York

400 West 10th Street, Hempstead, New York 11547

PRINT DATE: 2015-06-05
SHEET NAME: OWNER
PROJECT NAME: PHARMATCANN (COMBINATION PLAN)
DATE: 06/05/2015



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1000 N. WILSON AVE. #200
DECATUR, IL 62521
PH: 618.233.1100

PharmatCann - New York
400 West 10th Street, Hempstead, New York 11547
EQUUSAVIO PARTS
1000 N. WILSON AVE. #200
DECATUR, IL 62521
PH: 618.233.1100

S203

PRINT DATE: 2/11/2010
SHEET NAME: 220406
PROJECT NAME: PHARMACAIN

PharmaCain - New York

OWNER: Pharmacia, LLC
100 West 100th Street
New York, NY 10024

100 West 100th Street
New York, NY 10024



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100 West 100th Street
New York, NY 10024
www.pharmacain.com

S301
PRINT DATE: 2015-06-05
SHEET NAME: 100 MAIN W/LS DETAILS

PharmatCann - New York
400 West 104th Street, Hempstead, New York 11540
OWNER: PharmatCann, LLC
100 Main Street, Suite 201
Hempstead, NY 11540



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FORM DATE: 3/20/2005	PharmaCann - Prototype		ARCHITECTURE 1000 WEST 17TH AVE, 4TH FLOOR DENVER, CO 80202 TEL: 303.733.1100 WWW.ARCADIA.COM	1000 WEST 17TH AVE, 4TH FLOOR DENVER, CO 80202 TEL: 303.733.1100 WWW.ARCADIA.COM
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PROJECT DATE: 3/20/2009	PharmaCann - Prototype			ARCHITECTURE MANUFACTURING CONSTRUCTION	100 West Broadway, Suite 200 New York, NY 10038 Tel: 212 675 1234 Fax: 212 675 5678 www.architect.com
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PROF. DATE: 3/20/2009	PharmaCann - Prototype		ARCHITECTURE	<small>1000 Avenue of the Americas, New York, NY 10020-1097 Tel: 212 512 2000 Fax: 212 512 2100 www.architecturalrecord.com</small>
PROJECT NAME: RENOVATION OF 1000 AVENUE OF THE AMERICAS			1000 AVENUE OF THE AMERICAS NEW YORK, NY 10020-1097	<small>1000 Avenue of the Americas, New York, NY 10020-1097 Tel: 212 512 2000 Fax: 212 512 2100 www.architecturalrecord.com</small>

FORM DATE: 3/20/2005 REVISED: 11/11/2004 PREPARED BY: [REDACTED]	PharmaCann - Prototype		ARCHITECTURE INDUSTRIAL DESIGN INTERIOR DESIGN PRODUCT DESIGN RESEARCH CONSULTING SERVICES 100 WEST 17TH STREET, 10TH FLOOR NEW YORK, NY 10011 TEL: 212 255 1234 WWW.ARCADIA.COM	100 WEST 17TH STREET, 10TH FLOOR NEW YORK, NY 10011 TEL: 212 255 1234 WWW.ARCADIA.COM
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PROJECT 3/20/2005	PharmaCann - Prototype		ARCHITECTURE MANUFACTURING CONSTRUCTION	<small>1000 Avenue of the Americas, New York, NY 10020-1097 Tel: 212 512 2000 Fax: 212 512 2100 www.pascall+hughes.com © 2005 PASCALL + HUGHES ARCHITECTS, P.C. All rights reserved. No part of this publication may be reproduced, stored in a retrieval system, or transmitted, in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of PASCALL + HUGHES ARCHITECTS, P.C.</small>
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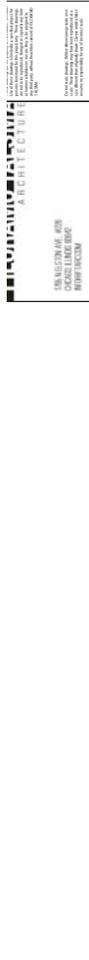
PROJECT DATE: 3/20/2006 PROJECT NAME: ELECTRICAL ENGINEERING NOTES	PharmaCann - Prototype		ARCHITECTURE 1000 WEST 31ST ST. #205 NEW YORK, NY 10001 TEL: 212 693 9000 WWW.ARCADIAARCHITECTURE.COM 1000 WEST 31ST ST. #205 NEW YORK, NY 10001 TEL: 212 693 9000 WWW.ARCADIAARCHITECTURE.COM	1000 WEST 31ST ST. #205 NEW YORK, NY 10001 TEL: 212 693 9000 WWW.ARCADIAARCHITECTURE.COM
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PROJECT DATE: 3/20/2006	PharmaCann - Prototype			<small>100 West Broadway, New York, NY 10038 Tel: 212 279 1200 Fax: 212 279 1201 www.architect.com © 2006 Architect All rights reserved.</small>
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PROJECT REFLECTOR	PharmaCann - Prototype			ARCHITECTURE INDUSTRIAL DESIGN PHOTOGRAFIA RENDERING	<small>1000 Avenue of the Americas, New York, NY 10020-1097 Tel: +1 212 679 2200 Fax: +1 212 679 2201 www.architecturaldigest.com © 2014 Architectural Digest Inc. All rights reserved.</small>
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PROF. DATE: 3/20/2005	PharmaCann - Prototype			
PROJECT NAME: HENRIEUSE PROSODY/ALP				
DRAWN BY: J. M. HALL				
CHECKED BY: J. M. HALL				

PROJECT DATE: 3/20/2009	PharmaCann - Prototype							ARCHITECTURE 100 WEST 31ST ST. 4TH FL. NEW YORK, NY 10001 TEL: 212 675 1000 WWW.PHILIPPOWINTER.COM	PHILIPPO WINTER ARCHITECTURE 100 WEST 31ST ST. 4TH FL. NEW YORK, NY 10001 TEL: 212 675 1000 WWW.PHILIPPOWINTER.COM
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PROF. DATE: 3/20/2005	PharmaCann - Prototype		
FIRM NAME: PHARMACEUTICALS	INDUSTRIAL ARCHITECTURE		INDUSTRIAL ARCHITECTURE PHARMACEUTICALS 100 WALL STREET, SUITE 2000 NEW YORK, NY 10038 TEL: 212 410 1000 FAX: 212 410 1001 WWW: WWW.IA-ARCHITECTURE.COM

PROF. DATE: 3/20/2006 SHEET NAME: HEDONISELPHIBOLAN	PharmaCann - Prototype		INDUSTRIAL ARCHITECTURE INDUSTRIA DE AZÚCAR INDUSTRIAL INDUSTRIAL	INDUSTRIAL ARCHITECTURE INDUSTRIA DE AZÚCAR INDUSTRIAL INDUSTRIAL
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PROJECT 3700-000	PharmaCann - Prototype			<small>1000 Avenue of the Americas, New York, NY 10020 Tel: 212 512 2000 Fax: 212 512 2100 www.architect.com © 2000 Architect All rights reserved.</small>
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PROF. DATE: 2/26/2009	PharmaCann - Prototype		ARCHITECTURE	1000 Broadway, Suite 1000, New York, NY 10018 Tel: 212 693 6000 Fax: 212 693 6001 www.architecturaldigest.com
PROJECT NAME: ESSEX/ALBANY/DELTA/ETC			MANUFACTURING OF 420'S BY PHARMACANN PHARMACANN	1000 Broadway, Suite 1000, New York, NY 10018 Tel: 212 693 6000 Fax: 212 693 6001 www.architecturaldigest.com

PROJ DATE 2/20/2020	PharmaCann - Prototype		ARCHITECTURE	<small>1000 Avenue of the Americas, New York, NY 10020 Tel: 212 512 2000 Fax: 212 512 2100 www.architecturalrecord.com © 2019 Architectural Record All rights reserved. No part of this publication may be reproduced without the prior written permission of the publisher.</small>
PROJECT NAME ELECTRICAL ENGINEERING SERVICES			NEW YORK STATE OFFICE OF GENERAL SERVICES NEW YORK STATE OFFICE OF GENERAL SERVICES NEW YORK STATE OFFICE OF GENERAL SERVICES	

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PROF. NAME: ESTHER FINEBERG DOUGLIS	PharmCann - Prototype			<small>100 West Broadway, New York, NY 10038 Tel: 212 279 1234 Fax: 212 279 1234 www.architect.com © 2005 Architect All rights reserved.</small>

FORM DATE: 3/20/2009 FORM NAME: PHARMACON PROTOYPES	PharmaCon - Prototype		INDUSTRIAL ARCHITECTURE INDUSTRIA DE ARQUITECTURA INDUSTRIAL INDUSTRIAL ARCHITECTURE	INDUSTRIAL ARCHITECTURE INDUSTRIA DE ARQUITECTURA INDUSTRIAL INDUSTRIAL ARCHITECTURE
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APP DATE 3/20/2009	PharmaCann - Prototype			ARCHITECTURE 100 N. WESTERN AVE. #205 NEW YORK, NY 10014 TEL: 212.693.1200 WWW.ARCADIAARCHITECTURE.COM	100 N. WESTERN AVE. #205 NEW YORK, NY 10014 TEL: 212.693.1200 WWW.ARCADIAARCHITECTURE.COM
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PROJECT 3700-000	PharmaCann - Prototype		ARCHITECTURE 100 WEST 37th ST, 4TH FL NEW YORK, NY 10018 TEL: 212 512 2000 WWW.ARCADIA.COM	100 WEST 37th ST, 4TH FL NEW YORK, NY 10018 TEL: 212 512 2000 WWW.ARCADIA.COM
OWNER PHARMACANN LLC 100 WEST 37th ST, 4TH FL NEW YORK, NY 10018				

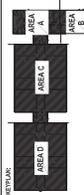
PROF. DATE 2/20/2005	PharmCan - Prototype			 <p>INSTITUTE OF ARCHITECTURE 100 N. WESTERN AVE. #205 CHICAGO, ILL. 60610 TEL: 312.467.1000 WWW.IA-ARCHITECTURE.COM</p>	<p>1. This document is the property of the Institute of Architecture. It is to be used only for the purpose for which it was prepared. It is not to be distributed, copied, or otherwise used for any other purpose without the written consent of the Institute of Architecture. 2. The Institute of Architecture is not responsible for the accuracy or completeness of the information contained herein. 3. The Institute of Architecture is not responsible for the actions of any third parties who may use the information contained herein.</p>
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PROJECT NAME PHARMACEUTICALS	PharmaCann - Prototype		ARCHITECTURE 100 N. GLENN ST. #200 ANN ARBOR, MI 48106 TEL: 734.769.1234 WWW.ARCHECTURE.COM	100 N. GLENN ST. #200 ANN ARBOR, MI 48106 TEL: 734.769.1234 WWW.ARCHECTURE.COM

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NEW YORK STATE
OFFICE OF THE COMPTROLLER
OF TAXES

PharmaCann - New York
60 Hudson Street, Hempstead, New York, NY
11549
OWNER:
PharmaCann, LLC
100-100-0000

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SHEET NO: SCA-001 SHEET NAME: 0110000 SHEET DATE: SPEC'D BY:	PROJECT NAME: PharmaCann - New York 100 Westchester Blvd., Hempstead, Orange County, NY OWNER: PharmaCann, LLC 100 Westchester Blvd., 10th Floor Hempstead, NY 11550	CONTRACT NO.: DATE:	DESIGNATOR: 100 Westchester Blvd., Hempstead, Orange County, NY	PER PLAN: 		DISCUSSION: This sheet is a part of the contract documents for the project. It is intended to provide information to the contractor and is not to be used for construction. It is the responsibility of the contractor to verify the information on this sheet and to comply with all applicable laws and regulations.

PHARMACANN - ALBANY

10 EXECUTIVE PARK DRIVE, ALBANY, NEW YORK 12203

DISPENSARY FACILITY PLANS + SPECIFICATIONS (INTERIOR BUILD-OUT)

STATE OF NEW YORK MEDICAL MARIJUANA DISPENSARY LICENSE APPROVAL SET

JUNE 5, 2015

ABBREVIATIONS

AC	Air Conditioning	Lav	Lavatory
Adt1	Additional	Lev	Level
Adj	Adjacent	LH	Left Hand
AD	Area Drain	LL	Lower Level
AF	Above Finish Floor	LP	Low Point
AFG	Above Finish Grade	L/V	Light & Vent
Alum	Aluminum	Mezz	Mezzanine
Alt	Alternate	Matl	Material
Approx	Approximate(ly)	Max	Maximum
Arch	Architect(ural)	Mech	Mechanical
Act	Acoustical Ceiling Tile	MDF	Medium Density Fiberboard
@	At	Mfr	Manufacturer
Ang	Angle	Min	Minimum
Bd	Board	Misc	Miscellaneous
Bwm	Between	MO	Masonry Opening
Bldg	Building	Mntd	Mounted
BK	Blocking	Mtl	Metal
B/	Bottom of	NC	Non-Combustible
Brg	Bearing	NIC	Not In Contract
Brz	Bronze	NR	Not Required
Basmt	Basement	No	No
C/C	Center-to-Center	Nom	Nominal
CI	Cast Iron	NTS	Not To Scale
CJ	Control Joint	OC	On Center
Clos	Closet	OF/CI	Owner Furnished Contractor Installed
CL	Center Line	Opp	Opposite
Ctg	Ceiling	Opp	Opposite
Clr Opg	Clear Opening	Partn	Partition
CMU	Concrete Masonry Unit	Perp	Perpendicular
Col	Column	Plywd	Plywood
Conc	Concrete	Pol	Polished
Const	Construction	Panel	Panel
Cont	Continuous	Pr	Pair
Corr	Corridor	PL	Plastic Laminate
CPT	Carpet	Prefab	Prefabricated
CT	Center Tile	PS	Plumbing Stack
Cr	Center	PSF	Pounds Per Square Foot
Dbl	Double	PSI	Pounds Per Square Inch
Dia	Diameter	Pt	Point
Dim	Dimension	Prntd	Painted
DS	Down Spout	PVC	Polyvinyl Chloride
DN	Down	QT	Quarry Tile
Dtl	Detail	Qty	Quantity
DW	Dishwasher	R	Riser
Dwg	Drawing	Rads	Radius
Ea	Each	RD	Roof Drain
EC	Exposed Construction	Ref	Reference
Exh	Exhaust	Refr	Refrigerator
EJ	Expansion Joint	Rfrncd	Reinforced
EL	Elevation	Reqd	Required
Elect	Electric	Rev	Revise
Eq	Equal	RH	Right Hand
Equip	Equipment	Rm	Room
EW/C	Electric Water Cooler	RO	Rough Opening
Exstg	Existing	R/S	Roof & Soffit
Exp	Exposed	Sched	Scheduled
Expd	Expanded	Sect	Section
Ext	Exterior	SE	Scaled Ejector
FA	Fire Alarm	Sh	Sheet
FD	Floor Drain	Sim	Similar
FDCV	Fire Dept. Valve Cabinet	SC	Solid Core
FE	Fire Extinguisher	SP	Sump Pump
FF	Finish Floor	Spec	Specification
Fin	Finish	SS	Stainless Steel
FR	Fire Retardant	ST	Stone Tile
FP	Fireplace	STC	Sound Transmissioin Coefficient
FPHB	Frost Proof Hose Bibb	Stl	Steel
Fr	Floor	Stor	Storage
Ft	Foot	Std	Standard
Ftg	Footing	Struct	Structural
Ga	Gauge	Susp	Suspended
Galv	Galvanized	T	Tread
GC	General Contractor	TBD	To Be Determined
GL	Glass	Tel	Telephone
GB	Gypsum Board	Temp'd	Tempered
Gyp	Gypsum	T&G	Tongue & Grooved
Hdw	Hardware	Thk	Thickness
HC	Hollow Core	T/	Top of
Hlt	Hollow metal	Typ	Typical
Horiz	Horizontal	UNO	Unless Noted Otherwise
HP	High Point	Var	Varies
Hr	Hour	VCT	Vinyl Composite Tile
HT	Height	Vert	Vertical
HVAC	Heating Ventilation Air Conditioning	Vest	Vestibule
In	Inch	VIF	Verify In Field
Incl	Included	W	With
Info	Information	W/O	Without
Insul	Insulation	WC	Water Closet
Int	Interior	Wd	Wood
JC	Janitor Closet	WH	Water Heater
JT	Joint	Wdw	Window
Lam	Laminated	Wt	Weight
Lav	Lavatory	WWF	Welded Wire Fabric

MATERIALS

	Aluminum
	Brick
	Cmu
	Concrete
	Drywall
	Earth
	Gasket or Firesafing
	Glass - Elevation
	Grate
	Gravel
	Insulation - Batt
	Insulation - Rigid
	OSB
	Plywood
	Sand
	Steel
	Stone - Granite
	Wood - Finished
	Wood - Blocking

GENERAL NOTES

- Conditions of AIA Document A201 shall govern, unless noted otherwise.
- All work shall comply with applicable federal, state and City laws and municipal ordinances including (but not limited to) the City of Albany, NY and the regulations of the National Board of Fire Underwriters. All work shall also comply with the requirements of the American With Disabilities Act Accessibility Guidelines.
- All references to codes, specifications and standards referred to in the specifications and on the drawings shall mean the latest edition, amendment or revision of such reference standard in effect as of the date of the contract documents. All doors used in connection with exits shall be so arranged as to be readily opened without the use of a key from the side from which egress is made.
- The Contractor and Subcontractors shall visit the site and become familiar with the existing conditions and the extent of the work before submitting a proposal. All potential conflicts shall be reported to the Architect. Correction of the conflicts is to be included in the work and the proposal.
- Failure to examine the site and determine existing conditions or nature of new construction, or nature and extent of work to be performed by other trades, will not be considered a basis for granting of additional compensation.
- In case of conflict between drawings and specifications or within either document, the better quality or greater quantity of work shall be provided.
- The Contractor and Subcontractors shall verify all dimensions and conditions shown on the drawings at the site, and shall notify the Architect of any discrepancies, omissions and/or conflicts before proceeding with the work.
- Do not scale the drawings; dimensions shall govern. Large scale details shall govern over small scale. The Contractor and Subcontractors shall verify all dimensions and existing conditions.
- Where new work adjoins existing, such new work shall be properly integrated with the existing to insure uniform appearance. Any new work required in existing work shall be patched and finished as required to match the new work. The Contractor shall do all necessary cutting, fitting, and patching. He/She shall furnish all necessary labor and materials for this work, whether or not shown and/or specified.
- All new walls shall align and be level with existing adjacent walls and conditions unless noted otherwise.
- All partition penetrations shall be sealed to provide the fire resistance required as noted on the drawings or as required by the applicable federal, state and local codes.
- Omit manufacturer's names, labels and designations from exposed faces on all accessories, glass, etc.
- The Contractor shall keep accurate records of all concealed work that differs from contract drawings so that accurate record drawings can be kept.
- Provide record drawings and pictures furnished by General Contractor for distribution to Architect and Owner.
- All work shall be warranted for a period of one year from the date of substantial completion or issuance of Certificate of Occupancy as outlined by the General Contractor.
- The Contractor shall submit all MEP and structural shop drawings to the Architect for distribution to the MEP and structural engineers. The Architect will review the shop drawings only with regard to general compliance and design intent with the information given in the contract documents.
- Provide shop drawings, catalog cuts, samples and data for all necessary work as required for Architect's review prior to commencement of work.
- All work shall be of the highest quality following the contract documents, manufacturer's specifications and recommendations, and the best accepted trade practices and standards.
- Drawings are to be issued to the subcontractors in complete sets so they will know all the architectural and engineering details affecting their work.
- The Contractor shall make arrangements with the Owner or Owner's Rep. to tour the existing building and site to familiarize themselves with the scope of the existing conditions and the policies and procedures to be followed by contractors performing work in the building and on the site.
- The Owner and Subcontractors shall in effect be in charge of all work and permits associated with the contract. The Owner and Subcontractors shall apply, secure and pay for all necessary permits and inspections.
- The Contractor shall make provisions for protecting all existing and new work during demolition and construction.
- All contractors shall be responsible for supplying the general contractor with items required for permit for their portions of work: electrical permit application & load calculations, riser diagrams, refrigeration permit application, wrecking permit application, letters of work intent, insurance certificates, license No. information, etc.
- All contractors shall warrant to the Owner that all materials and equipment furnished under their contract shall be new, unless noted otherwise, and that all work & workmanship will be of good quality and free from faults & defects. All work & materials shall be guaranteed for a minimum of one year from the date of final completion and acceptance of the owner.
- All manufactured equipment & materials shall be installed in strict accordance with the manufacturer's printed instructions and recommendations.
- All contractors shall submit product data, shop drawings, samples and all other miscellaneous submittals as required for specific items of work as identified within these drawings. Submit all submittals to provide sufficient lead time and to avoid delays in work. Provide Architect & Owner (10) work days to review and comment on submittals.
- Substitutions of products, materials & methods of construction in place of those described within these documents must be made either by addendum during bidding or change order after signature of contract. Requirements of substitution are as follows:
 - Provide documentation for each proposed substitution in the form of product data, drawings, dimensions, or any other information deemed necessary by the Architect & Owner to evaluate how the proposed substitution will affect the design & work.
 - Provide documentation in the form of a proposal illustration how substitution will affect contract sum and/or contract time.
 - Substitution shall be approved only by issuance of an addendum or change order.
- All contractors are responsible for repairing, patching, caulking and painting of any damaged portion of work caused by their work. All repairs shall be made with the same quality materials and workmanship as the original work and shall not be visible when completed.
- All contractors are responsible for cleaning their own construction debris and related debris caused by their work. All contractors not cleaning the job site on a daily basis will be back charged \$500 or 1.5 times the general contractors cost for clean-up per incident per day, no exceptions.
- The site and premises shall be kept clean and hazard free.
- All contractors shall review entire drawing set to avoid interferences with other trades work. Report any all discrepancies and potential interferences with other trades work to Architect in writing immediately.
- All contractors are required to review the entire drawing set and the project specifications sheets for further project requirements.
- The Contractor shall verify insurance requirements with the Owner and/or Owner's Rep. and shall include as additional insured's the Owner, the Owner's Agent and the Architect for any claims stemming from the demolition & construction from any workers or visitors on the premises.

SUMMARY OF WORK

- Interior Tenant Build-Out for 10 Executive Drive, Albany, New York. Note: No change to existing building configuration, building footprint, building area or structure. Work to be limited to the interior of the building only. Work shall include but not limited to items shown below:
- Construction of new interior partitions and furring/insulation & interior finish on exterior walls.
 - Installation of new electric system (connected to existing panel), including data and phone systems.
 - Installation of new HVAC system: Installation of new air-handler, supply & return air ductwork, thermostats, AC unit, etc.
 - Installation of new plumbing, including bathrooms, water fountain and kitchenette.
 - Minor work to entry door storefront system.

OWNERSHIP & DOCUMENT USE:

- These drawings, specifications and copies thereof, as instruments of service, are and shall remain the property of the Architect.
- The Owner shall be permitted to retain copies, including reproducible copies of the drawings and specifications, for information and reference in connection with Owner's use and occupancy of this project and property.
- The Owner may use these plans and specifications for third party use as reference only, for additions and alterations. No changes or additions may be made on the original drawings, specifications, or copies thereof.
- These plans and specifications are to be used with respect to the named project and not necessarily reflect any field changes. They are not to be considered verified "As Built" drawings.
- Third party users of these drawings and specifications shall verify all existing conditions before proceeding with any work and be responsible for such work.
- The use of these drawings and specifications by any Contractor, Subcontractor, Builder, Tradesmen, or Worker shall instigate a hold harmless agreement between the drawing user and the Architect.
- The user shall in fact agree to hold the Architect harmless for any responsibility in regard to construction means, methods, techniques, sequences or procedures and for any safety precautions and programs in connection with the work and further shall hold the Architect harmless for costs and problems arising from negligence of the Contractor, Subcontractor, Tradesmen or Workmen. The use of these drawings and specifications also implies that the Architect shall take no responsibility for the plan user's failure to carry out the work in accordance with the drawings or contract documents.

DRAWING INDEX

A-000	COVER SHEET
A-001	PROJECT SPECIFICATIONS
A-002	PROJECT SPECIFICATIONS
A-003	ACCESSIBILITY STANDARDS
A-004	ADA MOUNTING HEIGHTS
A-100	AREA & TRAVEL DISTANCE PLAN
A-101	FLOOR PLAN
A-102	FURNITURE PLAN
A-400	WALL, DOOR TYPES & SCHEDULES
A-400	ENLARGED PLAN AND ELEVATIONS
A-500	BUILT-IN PROTOTYPES PLANS AND ELEVATIONS
A-600	COMMUNICATIONS SYMBOLS LIST
VD-001	COMMUNICATIONS SPECIFICATIONS
VD-002	COMMUNICATIONS EQUIPMENT LIST / BID FORM
VD-003	GROUND FLOOR VD STATION ID TAG PLAN
VD-201	MDF ENLARGED PLAN AND ELEVATIONS
VD-301	COMMUNICATIONS CONNECTIVITY DIAGRAM
VD-401	COMMUNICATIONS DETAILS SHEET #1
SC-001	SECURITY SYMBOLS LIST
SC-002	SECURITY SPECIFICATIONS
SC-003	SECURITY EQUIPMENT LIST / BID FORM
SC-101	GROUND FLOOR SECURITY PLAN
SC-401	SECURITY DETAILS SHEET #1
SCA-001	SECURITY SYMBOLS LIST
SCA-002	SECURITY SPECIFICATIONS
SCA-003	SECURITY EQUIPMENT LIST / BID FORM
SCA-101	GROUND FLOOR SECURITY PLAN
SCA-401	SECURITY DETAILS SHEET #1

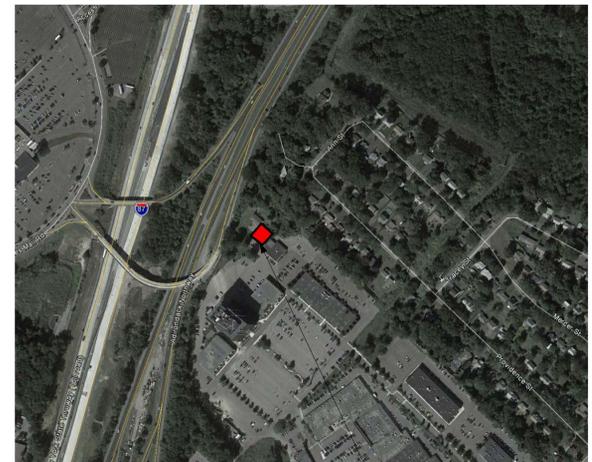
ZONING DATA

Zoning District:	Local Business District (LBD)
Use Group:	Medical Office
Min. Lot Area:	20,000 sq. ft.
Min. Lot Width:	100 ft.
Min. Front Yard:	45 ft.
Min. Rear Yard:	40 ft.
Min. Side Yard:	15 ft.
Max. Bldg. Cover.:	70%
Max. Bldg. Hgt.:	2.5 stories

BUILDING DATA

EXISTING BUILDING:	Type III-B, Noncombustible Exterior
Construction Type:	#1 Combustible Interior Construction
Occupancy Class:	Use Group B, Business
Height & Area Limits:	Use Group M, Mercantile Group B: (B) Stories, 19,000 sq ft Group M: (M) Stories, 12,500 sq ft N/A - Existing building
Area Increases:	N/A - Existing building
Fire Resistance Ratings: (Per Table 601 NYS CODE)	
Structural Frame:	0 hr
Bearing Walls:	Exterior: 2 hr Interior: 0 hr
Non-bearing Walls:	Exterior: 0 hr Interior: 0 hr
Floor Construction:	0 hr
Roof Construction:	0 hr
Fire Occupancy Separations:	
B, M:	0 hr
Exit Requirements:	
Min. No. of Exits:	2 req'd, 2 provided
Min. width of Exits:	36" req'd, 36" provided
Swing of Doors:	Doors to swing in the direction of exit travel.
Travel Distances:	200 req'd, ~100' provided

- General Notes:**
- The building is designed to meet all applicable code requirements such that the design & construction provides accessibility to physically disabled persons per 2010 NYS ECCC and 2012 IEC requirements.
 - All facility entrances shall have concrete sidewalk with brushed finish on prepared grade to pitch away from building for drainage. Slope to be less than 2% in any direction of landing per ADA requirements. All accessible entry/egress doors to have ADA door threshold, 1/2" max. beveled height, typical at all locations. Elevation of exterior stoop or landing to be 1/2" below interior floor, typical at all entry/egress doors.



Location Map

Not To Scale

SUBJECT PROPERTY



Aerial Site Plan

Not To Scale

No.	Date	Description
1	2015-06-29	Test for Owner Review - Approval
2	2015-06-05	Test for State License Approval

7. General Contractor and all Sub-Contractors shall verify all finishes, materials, fixtures and colors with Owner & Architect prior to ordering materials and work.

8. All materials shall be delivered to the site in packages bearing the manufacturer's label and identifying mark.

9. Deliver, store, and transport materials to avoid damage to the product or to any other work. Return any products or materials delivered in a damaged or unsatisfactory condition. Materials and products delivered will be certified by the manufacturer to be as specified.

10. Confirm there are no conflicts between this work and work of other trades. Confirm that work of other trades that must precede this work has been completed. Meet all requirements to secure any applicable warranty.

A. DRYWALL:

- Provide all labor and materials necessary to complete the work in accordance with all codes and governing ordinances.
- Comply with the recommendations of the Gypsum Construction Handbook, published by USG Corporation, latest edition, for methods of installation of gypsum board drywall systems.
- All wall board shall be gypsum wallboard manufactured by USG Corporation, Type 'X' or Equal. Refer to construction types provided in these drawings for additional information regarding wall board specifications, specifications there take precedence.
- Provide boards in 12 foot lengths to minimize construction joints.
- Gypsum wallboard shall be as per Federal Specification SS-L-30D, in 48" widths.
- Use types and thicknesses specified below except where shown otherwise in the Drawings.
 - Standard Wallboard: Type 'X', 5/8" thick.
 - Water-resistant wallboard: Type 'X', 5/8" thick.
 - Provide water-resistant wall board, walls and ceiling, in all bathrooms, powder rooms, laundry rooms, mechanical rooms with water heaters and other utility rooms with water handling systems. Provide 1/2" thick, "Durock" panels in lieu of water-resistant wall board at all tub and shower enclosures (walls & ceiling). Verify all these locations with General Contractor in field prior to installation. Drywall Contractor will be required to replace wall board and "Durock" panels at his/her own cost if installed in wrong locations.
 - Fasteners: For gypsum wallboard attached to wood: 1-1/4" Type 'W' bugle-head screws.
 - Preparation and coordination: Install blocking and backups to support all edges of wallboard. Verify that wood framing to receive wallboard is dry and not subject to shrinkage.
 - Provide additional supports, brackets, ties and framing as recommended or required for proper installation and rigid assembly. Coordinate with other trades and General Contractor for the installation of additional supports.
 - Provide metal corner reinforcement trim at all outside corner conditions. Trim shall be USG Durock-a-Beard or equal.
 - Provide gypsum board edge trim, USG-801-A at exposed edges of all non-full height gypsum board partitions except where top of wall has gypsum board finish.
 - Casing beads: Channel-shapes with exposed wing, and concealed wing not less than 7/8" wide.
 - Corner beads: Angle shapes with wings not less than 7/8" wide: Perforated for nailing and joint treatment. Or use paper/metal combination bead suitable for joint treatment.
 - Edge beads at ceiling perimeter: Angle shapes with wings 3/4" wide minimum. Conceal check to wing perforated for nailing, exposed wing edge folded flat.
 - Finish drywall joints and conceal all fasteners using USG "Perf-A-Tape" system or equal. Apply finish compound, sand and repeat as needed to completely conceal all joints and fasteners.
 - Provide continuous bead of approved sound sealant at top & bottom of all sound rated insulated partitions and at partition penetrations including electrical openings.
 - For walls and ceilings: Hold wallboard 3/8 inch to 1/2 inch up from floor. Install wall panels horizontally unless otherwise required. Stagger panel joints vertically.
 - Thoroughly seal penetrations in fire-rated walls. Box in recesses in fire-rated walls. Make cutouts for electrical outlets, switch boxes, pipe, etc., tightly to size.
 - Taping and spackling must follow applicable trade standards and manufacturer's instructions throughout. Keep temperature above specified minimum (usually 55 degrees).
 - Joint treatment must follow applicable trade standards and manufacturer's instructions throughout. Gypsum wall board must fit completely snugly against supporting framework. Joint work shall be at a minimum of 55 degrees F. for 24 hours prior to work.
 - Clean all surfaces and leave ready for paint. Remove all excess materials and debris from site.
 - Don't allow tracking of gypsum and finishing compounds onto floor surfaces. At completion of each segment of work in a room, clean thoroughly and remove all debris. Frequently remove all debris from site. Make a final check to determine that there are no penetrations through fire-rated walls.
 - Recheck work for necessary repairs that may be required before painting or other added work. Complete repairs as directed by the Owner.

B. WOOD FLOORING:

- Following selection of hardwood flooring & finish by the Owner & Architect, submit samples for the Owner's & Architect's review. Samples shall be approximately 12" x 12" in size. Do not order materials until samples are approved and available at job site.
- Wood strip flooring as scheduled. Tongue and groove, end matched. "Prime" grade. Reject warped or bent material. Install per flooring manufacturer's instructions.
- Nails, screws, other fastenings, as per flooring manufacturer's instructions. Ring shank flooring nails must be long enough to securely attach the flooring to substrate. Nails must not split the flooring.
- Protection and coordination: Store wood flooring materials in dry, protected work space 72 hours prior to installation. Confirm Drawings and specifications with subcontractor.
- Construct joints within tolerances required by flooring manufacturer. Do not allow end joints to occur side by side; separate by at least two strips. Do not damage tongues and grooves before or during application. Use small or varied strips sparingly and never near one another. Provide expansion joint space at all walls (1/4 inch min).
- Keep work area thoroughly clean. Clear all nails away and remove all scrap.
- Sand promptly after installation and cleaning. Sand consistently smooth without lumps, depressions, or burns. Schedule sanding to avoid contaminating other work. Thoroughly vacuum away all sanding dust.
- Apply final finish immediately after sanding and cleaning as per manufacturer's instructions.
- Cover and protect floor surfaces from foot traffic, weather intrusion, and other construction work.
- Repair or replace defective work as directed by the General Contractor. Make repairs undetectable.

C. TILE:

- Following selection of tile by the Owner & Architect, submit samples for the Owner's & Architect's review. Provide samples of each material. Samples shall be approximately 12" x 12" in size. Do not order materials until samples are approved and available at job site.
- Tile shall comply with Tile Council of America Specification 137.1 "Handbook for Ceramic & Stone Tile Installation." Colors, textures, and patterns will be as selected by the Owner & Architect from manufacturer's samples. Delivered tile shall match samples approved by the Owner.
- Floor tile shall have coefficient of friction not less than 0.50 as per ASTM F489, ASTM F669. Floor tile as per National Bureau, or Technical note 895.
 - Grout color shall be as selected the Owner & Architect.
 - Adhesive, sealant, and grout as per applicable trade standards and tile manufacturer's instructions, delivered in new unopened containers, with correct color additives.
 - Install waterproofing and backing that will absolutely block water leakage. All waterproofing and backing must be as per manufacturer's instructions.
 - Prepare floors for tiling so the finish floor will be either perfectly level or slope properly to drains.
 - Set layout start points to achieve tile patterning that is symmetrical and complete.
 - Tile must be installed as a complete, unintermittent covering. Extend tile into recesses and under and behind future equipment or fixtures. Terminate tile neatly at edges, obstructions, or penetrations of other work.
 - Lay tile in standard grid unless shown otherwise on Drawings or directed by the General Contractor. Align joints of adjoining same size tiles on floor, base walls, and trim. In tile layout, center tile fields both directions on each floor or wall area. Joint widths must be consistent and uniform.
 - Perfectly match tile pieces with other tile work. Apply tile surface smoothly and free of irregularities, humps, or dips. Install the joints straight, level horizontally, aligned and exact vertically. Make tile cuts uniform and not smaller than half a tile.
 - Complete grouted or thin-set adhesion so no tiles can be pulled loose.
 - Completely protect finished tile, and allow no damage to the work. Use cleaning solutions and materials as per manufacturer's instructions. Wash tile surfaces with clean water before and after cleaning. Remove excess corrosive cleaning solutions from site; do not empty into building drains.
 - Repair and replace defective work. Reject tiles and replace if chipped, scratched, loose, or misaligned. Repair or replace all defective and non-conforming work as directed by the Owner. Make repairs undetectable.
 - Install floor tiles on "Durock" (cementitious board) or equal as approved by Architect.

D. CARPET:

- Following selection of carpet by the Owner & Architect, submit samples for the Owner's & Architect's review. Samples shall be approximately 12" x 12" in size. Do not order materials until samples are approved and available at job site.
- Verify existing conditions in field. Provide & install all necessary surface preparations as required for installation of finish product.
- Submit seaming diagram to Architect for review prior to installation of work.
- Submit all edge trim specifications and/or details to Architect for review prior to installation of work.
- Install carpet, pad, edge trim, tack strips, underlayments, etc. per Industry Standards. Carpet & pad to comply with all local building codes, required flame spread and smoke ratings.
- Clean and vacuum all surfaces to be covered with carpet & pad to remove all dust and dirt prior to installation.
- Provide carpet in maximum sized rolls to minimize joints. Construct all joints per manufacturer's instructions & recommendations and Industry Standards.
- Repair defects in materials and workmanship at once without cost to the Owner. Defects shall include, but not be limited to the following: material damage, delamination or fraying, lack of bond to subfloor or tack strips, spaces between dulled carpet materials, stains or color variations exceeding manufacturer's tolerances, ripples, kinks or other inconsistencies in the carpet finish.
- Remove all excess materials and debris from site periodically to prevent build-up.
- Vacuum and clean carpet at the time of substantial completion.
- Provide protective surface over carpet where other work must progress following carpet installation.
- Warranty period is (2) years from the date of completion for the materials and workmanship. Provide Owner with all warranties upon completion.

E. PAINTING:

- Following selection of colors by the Owner & Architect, submit color samples for the Owner's & Architect's review. Provide samples of each color and gloss for each material. Samples shall be on the material the finish is specified to be applied. Samples shall be approximately 12" x 12" in size. Do not start finish painting until samples are approved and available at job site.
 - Strictly follow paint manufacturer's requirements as to temperature, humidity, and condition of work surfaces. Provide all materials and tools required for the work.
 - Provide all materials and clean tools required for the work.
 - Clean and prepare primed surfaces in compliance with the instructions of the manufacturer of the finish material.
 - Provide a minimum of one primer coat (primer shall be tinted to relate to final color) and two finish coats for all painted surfaces, unless noted otherwise. Additional finish coats may be required, at certain locations, and shall be applied as required at no additional cost to the Owner.
 - Do not paint over labels, factory finished metals, door hardware, HVAC registers & louvered vents, electrical fixtures, equipment and appliances, unless instructed to do so.
 - All gypsum board surfaces shall be primed and painted except where ceramic & stone tile and wall covering fabric is specified.
 - Paint all hollow metal and solid-core wood doors with semi-gloss alkyd enamel. Verify selections with finish schedule and paint notes contained within these drawings.
 - All coat closet and linen closet medium density fiberboard shelves (fiberface Grade 1) shall be painted with oil based paint finish, unless noted otherwise.
 - Verify all paint selections with finish schedule and paint notes contained within these drawings and with Owner & Architect prior to ordering and painting.
 - Maintain a proper work environment, dry, clean, well ventilated, free of airborne construction dust, well-lighted, in temperature and humidity ranges required by paint manufacturer. Keep humidity low enough to prevent moisture condensation on work surfaces. Never apply paint to damp or wet surfaces.

- Prepare and clean working surfaces as per paint manufacturer's instructions. Remove or protect items attached to work surfaces which are not to be painted. After painting in each area, reinstall removed items using workers competent in the related trades. Fully protect adjacent or related work that might be marred by painting. Remove oil and grease with clean cloths. Cleaning must not contaminate adjacent freshly painted surfaces. Cleaning solvent must meet safety standards of governing building and safety codes.
 - Clean wood of dirt, oil, and any other material that might interfere with painting. Sand exposed wood to smooth uniform surface. Do not paint wood having moisture content of 12% or higher. Measure moisture content of wood with an approved moisture meter.
 - Clean metal of dirt, oil, and any other material that might interfere with painting. Clean and etch galvanized metal with phosphoric acid as required for painting.
 - Touch up and repair any damaged shop-applied prime coats. Touch up bare areas prior to start of finish coat application. Finish coat materials must be compatible with prime coats. Do not allow paint gaps or overlaps at edges of hardware, fixtures, or trim.
 - Mix and apply materials strictly as per manufacturer's instructions. Do not dred by hand. Remove oil and grease with clean cloths. Cleaning must not contaminate adjacent freshly painted surfaces. Cleaning solvent must meet safety standards of governing building and safety codes.
 - Keep approved samples on hand for comparison with work.
 - Allow drying time between coats as instructed by the paint manufacturer. Work and smooth out brush coats onto surface in an even film. Where spraying, apply each coat to provide the hiding equivalent of brush coats. Do not double back with spray equipment to build up film thickness. Coats in one pass. Match applied work with approved samples as to texture, color, and coverage.
 - Paint ventilation registers, panels, access doors, ducts, etc. to match adjacent surfaces. Paint back sides of access panels to match exposed sides. Paint visible duct surfaces behind vents, registers, and grilles as directed by the Owner. Exposed vents: Apply two coats of heat-resistant paint.
 - Wash metal to be painted with solvent recommended by paint manufacturer. Add prime coat followed by two coats of alkyd enamel.
 - Exposed pipe and duct insulation: Apply one coat of latex on insulation which has been sized or primed under another Section. Apply two coats on such surfaces when unprimed. Remove pipe or duct bands before painting, and replace after painting.
 - Hardware: paint prime-coated hardware to match adjacent surfaces. Allow no paint to come in contact with hardware that is not to be painted.
 - Damp spaces, in: both rooms, powder rooms, utility rooms, mechanical & equipment rooms and garage and all exterior painted areas shall have approved fungicide added to paints.
 - Maintain thorough dust and dirt control throughout the painting process. Thoroughly protect all surfaces that won't be painted with clean, undamaged drop cloths and masking tape. Immediately clean any spilled materials and do not allow dirt or spilled materials to be tracked in a work area or to other work areas. Allow absolutely no paint smears or splatters to remain on adjacent surfaces.
 - Upon completion of painting work, deliver to the Owner an extra stock of 10% or more of each color, type, and gloss of paint used in the work. Tightly seal and clearly label each container with notes on contents and location used.
 - Remove, refinish, or repair work not in compliance with specified requirement. Replace or repair all non-conforming work as directed by the Owner. Do repairs and touch-ups so they are undetectable.

010 - SPECIALTIES

A. FIREPLACES:

- Provide and install all prefabricated fireplaces, non-combustible hearths, dampers, flues, chimneyflue caps, spark arrestors and all other fireplace related components necessary to complete the work as indicated on these drawings.
- All prefabricated fireplaces, dampers, flues, chimneyflue caps and spark arrestors shall be UL Approved. Submit product data to Architect & Owner.
- Deliver all materials to the construction site in their original, unopened packaging with labels intact and exposed.
- Contractor shall visit the site and verify that the job conditions are satisfactory for his work. Verify with General Contractor that the items within the walls and chimney chase for the work have been installed. Notify General Contractor of all problems immediately.
- Install fireplace and all components in strict accordance with manufacturer's instructions & recommendations and Local Building Codes & Standards.
- Provide fire-stops, sealants and collars as required and as indicated in manufacturer's instructions and recommendations.
- Coordinate all work with other trades and General Contractor.
- Upon completion, clean the work area and remove all scrap and excess materials from the site. Allow convenient access for inspection of work and repair or replace defective work as directed by the General Contractor.
- Provide Owner with product warranties at the completion of the job.

B. ELEVATORS:

- Provide and install elevator cab, hoist-way beam, controls, motors, pumps, panels and all other elevator related components necessary to complete the work as indicated on drawings and to have a fully functional elevator system.
- Deliver all materials to the construction site in their original, unopened packaging with all labels intact and exposed.
- Contractor shall visit the site and verify that the job conditions are satisfactory for hisher work. Verify with General Contractor that the hoist-way & hoist-way beam, overrun, machine room, door openings, pit & sump and electrical requirements for the work have been properly supplied & installed. Notify the General Contractor immediately with a written list of all problems.
- General Contractor shall verify all area, dimension, ventilation, drainage, electrical power and sump pump requirements with elevator manufacturer & contractor and coordinate these items & requirements with all affected subcontractor and trades during bidding prior & during construction.

- Architect shall be notified immediately (prior to submitting bid & construction) if any of the conditions shown within these drawings does not meet the requirements as set forth by the owner, elevator manufacturer, elevator contractor and all local & federal codes.
- Install elevator and all components in strict accordance with manufacturer's instructions & recommendations and all governing Building Codes, Industry Standards and Regulations.
- All work and materials shall conform to the requirements of the American Standard Safety Code for Elevators, the Illinois Accessibility Code and all local, state and federal code requirements & regulations.
- Provide fire-stops, sealants and collars as required and as indicated in manufacturer's instructions & recommendations and all governing local, state and federal code requirements & regulations.
- Elevator contractor/installer shall coordinate all work with the General Contractor and all other affected trade contractors.
- Elevator contractor/installer shall pay for and obtain all necessary permits & inspectors as required and make all tests as called for by the regulations of all governing authorities.
- Elevator contractor/installer shall make all necessary final adjustments within a time agreed to and/or as specified by the owner & General Contractor after the completion of the work.
- Upon completion of work, clean the work area and remove all scrap and excess materials from the site. Allow convenient access for the inspection of work and repair or replace defective work as directed by the General Contractor.
- Provide Owner with product warranties at the completion of the job.

011 PLUMBING & MECHANICAL (HVAC)

PLUMBING:

- All plumbing work to be performed on a Design/Build basis. In such cases the design/build contractor shall be solely responsible for the complete design, engineering and installation of such systems and equipment and shall warranty to the owner that such work adequately meet the needs and requirements of the Owner and of the project as planned and its intended uses as well as comply with all applicable codes, ordinances, governing regulations and industry standards of performance. Refer to 01 - General Notes, Items 7 & 8 for further information regarding Design/Build requirements. Plumbing Design/Builder shall review entire document set prepared by others.
- Refer to plumbing drawings, prepared by Plumbing Design/Builder for plumbing notes, specifications, piping plans and riser diagrams.
- Plumbing Design/Builder shall refer to these drawings at all times to make certain hisher drawings, notes, specifications and work conforms with the Owner's & Architect's Intent. Plumbing Design/Builder to refer to plumbing fixture schedule contained within these drawings while preparing hisher drawings, notes and specifications. Notify Architect immediately with any discrepancies and/or problems.

MECHANICAL (HVAC):

- All HVAC work to be performed on a Design/Build basis. In such cases the design/build contractor shall be solely responsible for the complete design, engineering and installation of such systems and equipment and shall warranty to the owner that such work adequately meet the needs and requirements of the Owner and of the project as planned and its intended uses as well as comply with all applicable codes, ordinances, governing regulations and industry standards of performance. Refer to 01 - General Notes, Items 7 & 8 for further information regarding Design/Build requirements. HVAC Design/Builder shall review entire document set prepared by others.
- Refer to mechanical drawings, prepared by HVAC Design/Builder for HVAC notes, specifications, duct plans, riser diagrams and mechanical equipment schedules.
- HVAC Design/Builder shall refer to these drawings at all times to make certain hisher drawings, notes, specifications and work conforms with the Owner's & Architect's Intent. Notify Architect immediately with any discrepancies and/or problems.

012 ELECTRICAL

GENERAL:

- All electrical work to be performed on a Design/Build basis. In such cases the design/build contractor shall be solely responsible for the complete design, engineering and installation of such systems and equipment and shall warranty to the owner that such work adequately meet the needs and requirements of the Owner and of the project as planned and its intended uses as well as comply with all applicable codes, ordinances, governing regulations and industry standards of performance. Refer to 01 - General Notes, Items 7 & 8 for further information regarding Design/Build requirements. Electrical Design/Builder shall review entire document set prepared by others.
- Refer to electrical notes, prepared by Electrical Design/Builder for electrical notes, specifications, riser diagrams and load calculations.
- Electrical Design/Builder shall refer to these drawings at all times to make certain hisher drawings, notes, specifications and work conforms with the Owner's & Architect's Intent. Electrical Design/Builder to refer to electric fixture layout & electric fixtures list contained within these drawings while preparing hisher drawings, notes and specifications. Notify Architect immediately with any discrepancies and/or problems.

STREET: A-003

PRINT DATE: 2019/09/02

SHEET NAME: Assembly Stadium

PROJECT NAME: PharmaCann Dispensary - Albany

110 Executive Park Drive, Albany, New York, 12210

OWNER: PharmaCann, LLC
110 Executive Park Drive
Albany, New York, 12210
USA NY, USA
info@pharmacann.com

NO. 1 LINE: 1
DESCRIPTION: 1
2 2019/09/02 - Initial Site Concept Approval

DESCRIPTION:

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JACOBS AND ASSOCIATES, INC.
ARCHITECTURE

110 EXECUTIVE PARK DRIVE
ALBANY, NEW YORK 12210
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A-004
PRINT DATE: 2/11/19-02
SHEET NAME: ADM Main Unit 10 Units

118 Executive Park Drive, Albany, New York, 12210
OWNER: PharmaCann, L.L.C.
11100 Old West 3rd St
Columbia, MD 21046

PharmaCann, Inc.
1000 West 3rd St
Columbia, MD 21046
http://www.pharmacann.com

2 2015/06/06 - 10/11/18 (10/11/18) Approved

PHARMACANN ARCHITECTURE
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<p>PROJECT NAME PharmaCann Dispensary - Albany</p> <p>110 Executive Park Drive, Albany, New York, 12210</p>	<p>OWNER PharmaCann, LLC 110 Executive Park Drive Albany, New York, 12210</p>
<p>DATE 2019/09/02</p>	<p>PROJECT NO. PHA-19-001</p>
<p>NO. LINE REVISIONS 2 2019/09/02 Initial to Client Approval</p>	<p>DESCRIPTION</p>
<p>PRINT DATE 2019/09/02</p> <p>SHEET NAME Area A Floor Diagram</p>	<p>PROJECT NAME PharmaCann Dispensary - Albany</p> <p>110 Executive Park Drive, Albany, New York, 12210</p>
<p>OWNER PharmaCann, LLC 110 Executive Park Drive Albany, New York, 12210</p>	<p>ARCHITECT Injuan Wilkinson Architecture 100 N. Laurel Ave. #210 Chicago, IL 60610</p>

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<p>PROJECT NAME A-101</p>	<p>PROJECT NAME PharmaCann Dispensary - Albany</p>			
<p>PRINT DATE 2019/09/02</p>	<p>OWNER PharmaCann, LLC 1100 West 12th St Chicago, IL 60604</p>	<p>OWNER PharmaCann, LLC 1100 West 12th St Chicago, IL 60604</p>	<p>OWNER PharmaCann, LLC 1100 West 12th St Chicago, IL 60604</p>	<p>OWNER PharmaCann, LLC 1100 West 12th St Chicago, IL 60604</p>
<p>SHEET NAME FloorPlan</p>				

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<p>PROJECT NAME A-102 PharmaCann Dispensary - Albany</p>	<p>PROJECT ADDRESS 115 Executive Park Drive, Albany, New York, 12210</p>
<p>OWNER PharmaCann, LLC 115 Executive Park Drive Albany, New York, 12210 518.435.1000</p>	<p>DATE 2019/09/02</p>
<p>PROJECT NUMBER 20190902</p>	<p>DESCRIPTION</p>
<p>DATE 2019/09/02</p>	<p>DESCRIPTION</p>

SHEET NO. **A-400**

PRINT DATE: 2019/09/02

SHEET NAME: **PharmaCann Dispensary - Albany**

WHD Group, Inc. & Subsidiaries

110 Executive Park Drive, Albany, New York, 12210

OWNER: PharmaCann, LLC
110 Executive Park Drive, Albany, NY 12210
518.435.1234
www.pharmacann.com

PROJECT NAME: **PharmaCann Dispensary - Albany**

110 Executive Park Drive, Albany, New York, 12210

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NO. 1 LINE: 1
DESCRIPTION: 1
2 - 2019/09/02 - Issued for Construction

DESCRIPTION:

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PHARMACANN ARCHITECTURE

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PHARMACANN ARCHITECTURE

PHARMACANN ARCHITECTURE

VD-001	PharmaCann Dispensary - Albany 10 Elmwell Park Circle, Albany, New York 12203	20150606
PRINT DATE:	20150606	20150606
PROJECT NAME:	PharmaCann Dispensary - Albany	20150606
PROJECT NUMBER:	20150606	20150606
PROJECT LOCATION:	10 Elmwell Park Circle, Albany, New York 12203	20150606
PROJECT CONTACT:	PharmaCann, LLC 10 Elmwell Park Circle Albany, New York 12203	20150606
PROJECT ARCHITECT:	ENGINEERING PLUS 1000 10th Avenue Albany, New York 12203 518.486.1000 www.engineeringplus.com	20150606
PROJECT ENGINEER:	LABORATORIES, INC. 1000 10th Avenue Albany, New York 12203 518.486.1000 www.laboratories.com	20150606
PROJECT OWNER:	LABORATORIES, INC. 1000 10th Avenue Albany, New York 12203 518.486.1000 www.laboratories.com	20150606

<p>VD-002</p> <p>PRINT DATE: 2/15/2025</p> <p>PROJECT NAME: CONTRIBUTIONS SPECIFICATIONS</p>	<p>2/15/2025</p> <p>PharmaCann Dispensary - Albany</p> <p>100 South Park Drive, Albany, New York 12202</p> <p>OWNER: PharmaCann, LLC 100 South Park Drive Albany, New York 12202</p>	<p>2/15/2025</p> <p>PharmaCann Dispensary - Albany</p> <p>100 South Park Drive, Albany, New York 12202</p> <p>OWNER: PharmaCann, LLC 100 South Park Drive Albany, New York 12202</p>	<p>2/15/2025</p> <p>PharmaCann Dispensary - Albany</p> <p>100 South Park Drive, Albany, New York 12202</p> <p>OWNER: PharmaCann, LLC 100 South Park Drive Albany, New York 12202</p>	<p>2/15/2025</p> <p>PharmaCann Dispensary - Albany</p> <p>100 South Park Drive, Albany, New York 12202</p> <p>OWNER: PharmaCann, LLC 100 South Park Drive Albany, New York 12202</p>	<p>2/15/2025</p> <p>PharmaCann Dispensary - Albany</p> <p>100 South Park Drive, Albany, New York 12202</p> <p>OWNER: PharmaCann, LLC 100 South Park Drive Albany, New York 12202</p>
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<p>VD-101</p> <p>PRINT DATE: 2/15/2025</p> <p>SHEET NAME: STATION ID TAG PLAN</p>	<p>PharmaCann Dispensary - Albany</p> <p>100 State St, Albany, NY 12243</p> <p>PharmaCann, LLC 100 State St, Albany, NY 12243</p> <p>PHASE: 1 100 State St, Albany, NY 12243</p>	<p>2/15/2025</p> <p>2/15/2025</p>	<p>2/15/2025</p> <p>2/15/2025</p>	<p>ENGINEERING PLUS</p> <p>100 State St, Albany, NY 12243</p> <p>ARCHITECTURE</p> <p>100 State St, Albany, NY 12243</p>
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<p>VD-201</p> <p>PRINT DATE: 2/15/2025</p> <p>PROJECT: PHARMACEUTICAL DISPENSARY - ALBANY</p> <p>DATE: 02/15/2025</p> <p>PROJECT: PHARMACEUTICAL DISPENSARY - ALBANY</p>	<p>PharmaCamm Dispensary - Albany</p> <p>100 South Park Drive, Albany, New York 12203</p>	<p>PROJECT: PHARMACEUTICAL DISPENSARY - ALBANY</p> <p>DATE: 02/15/2025</p> <p>PROJECT: PHARMACEUTICAL DISPENSARY - ALBANY</p>	<p>PROJECT: PHARMACEUTICAL DISPENSARY - ALBANY</p> <p>DATE: 02/15/2025</p> <p>PROJECT: PHARMACEUTICAL DISPENSARY - ALBANY</p>	<p>PROJECT: PHARMACEUTICAL DISPENSARY - ALBANY</p> <p>DATE: 02/15/2025</p> <p>PROJECT: PHARMACEUTICAL DISPENSARY - ALBANY</p>
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100 South Park Drive, Albany, New York 12203

PHOTO: (518) 436-4100

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<p>VD-401</p> <p>PRINT DATE: 2/15/2025</p> <p>PROJECT: COMMUNICATIONS DETAILS SHEET # 1</p>	<p>PharmaCann Dispensary - Albany</p> <p>100 South 10th Street, Albany, New York 12202</p> <p>PHASE: PharmaCann, LLC 100 South 10th Street Albany, NY 12202</p>	<p>2/15/2025</p> <p>2/15/2025</p> <p>2/15/2025</p> <p>2/15/2025</p>	<p>2/15/2025</p> <p>2/15/2025</p> <p>2/15/2025</p> <p>2/15/2025</p>	<p>2/15/2025</p> <p>2/15/2025</p> <p>2/15/2025</p> <p>2/15/2025</p>
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PHARMACANN DISPENSARY - ALBANY
100 SOUTH 10TH STREET
ALBANY, NY 12202

PHARMACANN ARCHITECTURE

100 SOUTH 10TH STREET
ALBANY, NY 12202

ENGINEERING PLUS

100 SOUTH 10TH STREET
ALBANY, NY 12202

PHARMACANN DISPENSARY - ALBANY
100 SOUTH 10TH STREET
ALBANY, NY 12202

SC-003 PharmaCann Dispensary - Albany

20150406 14110 State Street, Albany, NY 12212

OWNER:
PharmaCann, LLC
1011 State Street, 4th Fl.
Albany, NY 12212

PROJECT MANAGER:
PharmaCann
1011 State Street, 4th Fl.
Albany, NY 12212

DATE: 04/06/15

PROJECT: PharmaCann Dispensary - Albany

20150406 14110 State Street, Albany



CONSTRUCTIVE FORM
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SC-101 PRINT DATE: 2/10/2020 SHEET NAME: 2ND FLOOR SECURITY PLAN	PharmaCann Dispensary - Albany 12 Elm Street Park Drive Albany, New York 12203 OWNER: PharmaCann, LLC 1011 1st Street, 4th Fl Albany, NY 12207	1 2/10/2020 14:10:00 2 2/10/2020 14:10:00		 <p>ENGINEERING PLUS 1000 ROUTE 92 SUITE 200 ALBANY, NY 12207 TEL: 518-486-1234 WWW.ENRPLUS.COM</p>	 <p>ARCHITECTURE 1000 ROUTE 92 SUITE 200 ALBANY, NY 12207 TEL: 518-486-1234 WWW.ARCHITECTURE.COM</p>	<p>THIS DOCUMENT IS THE PROPERTY OF THE ARCHITECT AND ENGINEER. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. ANY REPRODUCTION OR TRANSMISSION OF THIS DOCUMENT WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT AND ENGINEER IS STRICTLY PROHIBITED. THE ARCHITECT AND ENGINEER SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE TO PERSONS OR PROPERTY CAUSED BY THE USE OF THIS DOCUMENT.</p>
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SHEET NO:	PROJECT NAME:	CERTIFICATION:	DISCLAIMER:
SC-401	PharmaCann Dispensary - Albany		
PRINT DATE:	OWNER:	DATE:	
SECURITY:	12 Elm Street Park Drive Albany, New York 12203	2/20/2025	
LEADS SHEET #1	PharmaCann, LLC 1011 Elm Street, 3rd Fl Albany, NY 12203	2/20/2025	
	PROJECT ADDRESS: 12 Elm Street Park Drive Albany, New York 12203	DATE:	
	2/20/2025	2/20/2025	



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SCA-002 PharmaCann Dispensary - Albany

2/10/2020 10:10:20 AM

OWNER:
PharmaCann, LLC
1011 1st Street, 10th Fl
Albany, NY 12242

PROJECT:
PharmaCann
1011 1st Street, 10th Fl
Albany, NY 12242

2 2/10/2020 10:10:20 AM



1011 1st Street, 10th Fl, Albany, NY 12242
ARCHITECTURE
CIVIL ENGINEERING
ELECTRICAL ENGINEERING
MECHANICAL ENGINEERING
PLUMBING ENGINEERING
PONDAGE ENGINEERING
STRUCTURAL ENGINEERING
SURVEYING ENGINEERING
TRAFFIC ENGINEERING
WATER ENGINEERING
WASTE ENGINEERING

SCA-003	PharmaCann Dispensary - Albany	2/10/2024	12 Elm Street Park Drive Albany, New York 12203
PRINT DATE:			
OWNER:			
SCA TYPE:			
EQUIPMENT LIST:			
BDP FORM:			

2 2/10/2024 12 Elm Street Park Drive Albany, New York 12203
 2 2/10/2024 12 Elm Street Park Drive Albany, New York 12203



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DISCLAIMER: The user hereby warrants that the information contained herein is true and correct to the best of their knowledge and belief. The user shall be responsible for obtaining all necessary permits and approvals for the work shown on these drawings. The user shall be responsible for obtaining all necessary permits and approvals for the work shown on these drawings. The user shall be responsible for obtaining all necessary permits and approvals for the work shown on these drawings.



1706 NELSON AVE. #720
CHICAGO, ILLINOIS 60642
INFO@PHARMA/CANN DISPENSARY ARCHITECTURE

CERTIFICATION:
No. 1 Date: 2015-06-29 Issue Description: Basis Description: Approved for Owner Review - Approval
No. 2 Date: 2015-06-05 Issue Description: Basis Description: Approved for State License Approval

PROJECT NAME: PharmaCann Dispensary - Amherst
25 Northgate Parkway, Amherst, New York 14228
OWNER: PharmaCann, LLC
1140 Lake Street, Suite 304
Oak Park, IL 60301
Phone: (708) 918-5641
Fax: (708) 368-8383
Email: contact@pharmacann.com

SHEET NO: A-002
PRINT DATE: 2015-06-05
SHEET NAME: Specifications

7. General Contractor and all Sub-Contractors shall verify all finishes, materials, fixtures and colors with Owner & Architect prior to ordering materials and work.
8. All materials shall be delivered to the site in packages bearing the manufacturer's label and identifying mark.
9. Deliver, store, and transport materials to avoid damage to the product or to any other work. Return any products or materials delivered in a damaged or unsatisfactory condition. Materials and products delivered will be certified by the manufacturer to be as specified.
10. Confirm there are no conflicts between this work and work of other trades. Confirm that work of other trades that must precede this work has been completed. Meet all requirements to secure any applicable warranty.

A. DRYWALL:
1. Provide all labor and materials necessary to complete the work in accordance with all codes and governing ordinances.
2. Comply with the recommendations of the Gypsum Construction Handbook, published by USG Corporation, latest edition, for methods of installation of gypsum board drywall systems.
3. All wall board shall be gypsum wallboard manufactured by: USG Corporation, Type "X", or Equal. Refer to construction types provided in these drawings for additional information regarding wall board specifications, specifications there take precedence.
4. Provide boards in 12 foot lengths to minimize construction joints.
5. Gypsum wallboard shall be as per Federal Specification SS-1-30D, in 48" widths.
6. Use types and thicknesses specified below except where shown otherwise in the Drawings.
a. Standard Wallboard: Type "X", 5/8" thick.
b. Water-resistant wallboard: Type "X", 5/8" thick.
7. Provide water-resistant wall board, walls and ceiling, in all bathrooms, powder rooms, laundry rooms, mechanical rooms with water heaters and other utility rooms with water handling systems. Provide 1/2" thick, "Duro-rock" panels in lieu of water-resistant wall board at all tub and shower enclosures (walls & ceiling). Verify all these locations with General Contractor in field prior to installation. Drywall Contractor will be required to replace wall board and "Duro-rock" panels at his/her own cost if installed in wrong locations.
8. Fasteners: For gypsum wallboard attached to wood: 1-1/4" type W bugle-head screws.
9. Preparation and coordination: Install blocking and backups to support all edges of wallboard. Verify that wood framing to receive wallboard is dry and not subject to shrinkage.
10. Provide additional supports, brackets, ties and framing as recommended or required for proper installation and rigid assembly. Coordinate with other trades and General Contractor for the installation of additional supports.
11. Provide metal corner reinforcement trim at all outside corner conditions. Trim shall be USG-Dur-a-Bead or equal.
12. Provide gypsum board edge trim, USG-801-A at exposed edges of all non-full height gypsum board partitions except where top of wall has gypsum board finish.
13. Casing beads: Channel-shapes with exposed wing, and concealed wing not less than 7/8" wide.
14. Corner beads: Angle shapes with wings not less than 7/8" wide. Perforated for nailing and joint treatment. Or use paper/metal combination bead suitable for joint treatment.
15. Edge beads at ceiling perimeter: Angle shapes with wings 3/4" wide minimum. Conceal check to wing perforated for nailing, exposed wing edge folded flat.
16. Finish drywall joints and conceal all fasteners using USG "Perf-A-Tape" system or equal. Apply finish compound, sand and repeat as needed to completely conceal all joints and fasteners.
17. Provide continuous bead of approved sound sealant at top & bottom of all sound rated insulated partitions and at partition penetrations including electrical openings.
18. For walls and ceilings: Hold wallboard 3/8 inch to 1/2 inch up from floor. Install wall panels horizontally unless otherwise required. Stagger panel joints vertically.
19. Thoroughly seal penetrations in fire-rated walls. Box in recesses in fire-rated walls. Make cutouts for electrical outlets, switch boxes, pipe, etc., tightly to size.
20. Taping and spackling must follow applicable trade standards and manufacturer's instructions throughout. Keep temperature above specified minimum (usually 55 degrees).
21. Joint treatment must follow applicable trade standards and manufacturer's instructions throughout. Gypsum wall board must fit completely snugly against supporting framework. Joint work shall be at a minimum of 55 degrees F. for 24 hours prior to work.
22. Clean all surfaces and leave ready for paint. Remove all excess materials and debris from site.
23. Don't allow tracking of gypsum and finishing compounds onto floor surfaces. At completion of each segment of work in a room, clean thoroughly and remove all debris. Frequently remove all debris from site. Make a final check to determine that there are no penetrations through fire-rated walls.
24. Recheck work for necessary repairs that may be required before painting or other added work. Complete repairs as directed by the Owner.

B. WOOD FLOORING:
1. Following selection of hardwood flooring & finish by the Owner & Architect, submit samples for the Owner's & Architect's review. Samples shall be approximately 12" x 12" in size. Do not order materials until samples are approved and available at job site.
2. Wood strip flooring as scheduled. Tongue and groove, end matched. "Prime" grade. Reject warped or bent material. Install per flooring manufacturer's instructions.
3. Nails, screws, other fastenings, as per flooring manufacturer's instructions. Ring-shank flooring nails must be long enough to securely attach the flooring to substrate. Nails must not split the flooring.
4. Protection and coordination: Store wood flooring materials in dry, protected work space 72 hours prior to installation. Confirm Drawings and specifications with subcontractor.
5. Construct joints within tolerances required by flooring manufacturer. Do not allow end joints to occur side by side; separate by at least two strips. Do not damage tongues and grooves before or during application. Use small or varied strips sparingly and never near one another. Provide expansion joint space at all walls (1/4 inch min).
6. Keep work area thoroughly clean. Clear all nails away and remove all scrap.
7. Sand promptly after installation and cleaning. Sand consistently smooth without lumps, depressions, or burns. Schedule sanding to avoid contaminating other work. Thoroughly vacuum away all sanding dust.
8. Apply final finish immediately after sanding and cleaning as per manufacturer's instructions.
9. Cover and protect floor surfaces from foot traffic, weather intrusion, and other construction work.
10. Repair or replace defective work as directed by the General Contractor. Make repairs undetectable.

C. TILE:
1. Following selection of tile by the Owner & Architect, submit samples for the Owner's & Architect's review. Provide samples of each material. Samples shall be approximately 12" x 12" in size. Do not order materials until samples are approved at the job site.
2. Tile shall comply with Tile Council of America Specification 137.1 "Handbook for Ceramic & Stone Tile Installation." Colors, textures, and patterns will be as selected by the Owner & Architect from manufacturer's samples. Delivered tile shall match samples approved by the Owner.
3. Floor tile shall have coefficient of friction not less than 0.50 as per ASTM F489, ASTM F609. Floor tile as per National Bureau, or Technical note 895.
4. Grout color shall be as selected the Owner & Architect.
5. Adhesive, sealant, and grout as per applicable trade standards and tile manufacturer's instructions, delivered in new unopened containers, with correct color additives.
6. Install waterproofing and backing that will absolutely block water leakage. All waterproofing and backing must be as per manufacturer's instructions.
7. Prepare floors for tiling so the finish floor will be either perfectly level or slope properly to drains.
8. Set layout start points to achieve tile patterning that is symmetrical and complete.
9. Tile must be installed as a complete, uninterrupted covering. Extend tile into recesses and under and behind future equipment or fixtures. Terminate tile neatly at edges, obstructions, or penetrations of other work.
10. Lay tile in standard grid unless shown otherwise on Drawings or directed by the General Contractor. Align joints of adjoining same size tiles on floor, base, walls, and trim. In tile layout, center tile fields both directions on each floor or wall area. Joint widths must be consistent and uniform.
11. Perfectly match tile pieces with other tile work. Apply tile surface smoothly and free of irregularities, humps, or dips. Install the joints straight, level horizontally, aligned and exact vertically. Make tile cuts uniform and not smaller than half a tile.
12. Complete grouted or thin-set adhesion so no tiles can be pulled loose.
13. Completely protect finished tile, and allow no damage to the work.
14. Use cleaning solutions and materials as per manufacturer's instructions. Wash tile surfaces with clean water before and after cleaning. Remove excess corrosive cleaning solutions from site; do not empty into building drains.
15. Repair and replace defective work. Reject tiles and replace if chipped, scratched, loose, or misaligned. Repair or replace all defective and non-conforming work as directed by the Owner. Make repairs undetectable.
16. Install floor tiles on "Duro-rock" (cementitious board) or equal as approved by Architect.

D. CARPET:
1. Following selection of carpet by the Owner & Architect, submit samples for the Owner's & Architect's review. Samples shall be approximately 12" x 12" in size. Do not order materials until samples are approved and available at job site.
2. Verify existing conditions in field. Provide & install all necessary surface preparations as required for installation of finish product.
3. Submit seaming diagram to Architect for review prior to installation of work.
4. Submit all edge trim specifications and/or details to Architect for review prior to installation of work.
5. Install carpet, pad, edge trim, tack strips, underlayments, etc. per Industry Standards. Carpet & pad to comply with all local building codes, required flame spread and smoke ratings.
6. Clean and vacuum all surfaces to be covered with carpet & pad to remove all dust and dirt prior to installation.
7. Provide carpet in maximum size rolls to minimize joints. Construct all joints per manufacturer's instructions & recommendations and Industry Standards.
8. Repair defects in materials and workmanship at once without cost to the Owner. Defects shall include, but not be limited to the following: material damage, delamination or fraying, lack of bond to subfloor or tack strips, spaces between tufted carpet materials, stains or color variations exceeding manufacturer's tolerances, ripples, kinks or other inconsistencies in the carpet finish.
9. Remove all excess materials and debris from site periodically to prevent build-up.
10. Vacuum and clean carpet at the time of substantial completion. Provide protective surface over carpet where other work must progress following carpet installation.
11. Warranty period is (2) years from the date of completion for the materials and workmanship. Provide Owner with all warranties upon completion.

E. PAINTING:
1. Following selection of colors by the Owner & Architect, submit color samples for the Owner's & Architect's review. Provide samples of each color and gloss for each material. Samples shall be on the material the finish is specified to be applied. Samples shall be approximately 12" x 12" in size. Do not start finish painting until samples are approved and available at job site.
2. Strictly follow paint manufacturer's requirements as to temperature, humidity, and condition of work surfaces. Provide all materials and tools required for the work.
3. Provide all materials and clean tools required for the work.
4. Clean and prepare primed surfaces in compliance with the instructions of the manufacturer of the finish material.
5. Provide a minimum of one primer coat (primer shall be tinted to relate to final color) and two finish coats for all painted surfaces, unless noted otherwise. Additional finish coats may be required, at certain locations, and shall be applied as required to no additional cost to the Owner.
6. Do not paint over labels, factory finished metals, door hardware, HVAC registers & louvered vents, electrical fixtures, equipment and appliances, unless instructed to do so.
7. All gypsum board surfaces shall be primed and painted except where ceramic & stone tile and wall covering fabric is specified.
8. Paint all hollow metal and solid-core wood doors with semi-gloss alkyd enamel. Verify selections with finish schedule and paint notes contained within these drawings.
9. All coat closet and linen closet medium density fiberboard shelves (fiberface Grade 1) shall be painted with oil based paint finish, unless noted otherwise.
10. Verify all paint selections with finish schedule and paint notes contained within these drawings and with Owner & Architect prior to ordering and painting.
11. Maintain a proper work environment, dry, clean, well ventilated, free of airborne construction dust, well-lit, in temperature and humidity ranges required by paint manufacturer. Keep humidity low enough to prevent moisture condensation on work surfaces. Never apply paint to damp or went surfaces.

12. Prepare and clean working surfaces as per paint manufacturer's instructions. Remove or protect items attached to work surfaces which are not to be painted. After painting in each area, reinstall removed items using workers competent in the related trades. Fully protect adjacent or related work that might be marred by painting. Remove oil and grease with clean cloths. Cleaning must not contaminate adjacent freshly-painted surfaces. Cleaning solvent must meet safety standards of governing building and safety codes.
13. Clean wood of dirt, oil, and any other material that may interfere with painting. Sand exposed wood to smooth uniform surface. Do not paint wood having moisture content of 12% or higher. Measure moisture content of wood with an approved moisture meter.
14. Clean metal of dirt, oil, and any other material that might interfere with painting. Clean and etch galvanized metal with phosphoric acid as required for painting.
15. Touch up and repair any damaged shop-applied prime coats. Touch up bare areas prior to start of finish coat application. Finish coat materials must be compatible with prime coats. Do not allow paint gaps or overlaps at edges of hardware, fixtures, or trim.
16. Mix and apply materials strictly as per manufacturer's instructions. Apply paint to thoroughly cover undercoat, and do not allow show-through, lap or brush marks or any other defects. Vary the hue of succeeding coats slightly to clearly show coats as applied as required. Sand defects smooth between coats. Defects are defined as irregularities visible to the unaided eye at a five-foot distance.
17. Keep approved samples on hand for comparison with work.
18. Allow drying time between coats as instructed by the paint manufacturer. Work and smooth out brush coats onto surface in an even film. Where spraying, apply each coat to provide the hiding equivalent of brush coats. Do not double back with spray equipment to build up film thickness of two coats in one pass. Match applied work with approved samples as to texture, color, and coverage.
19. Paint ventilation registers, panels, access doors, ducts, etc. to match adjacent surfaces. Paint back sides of access panels to match exposed sides. Paint visible duct surfaces behind vents, registers, and grilles as directed by the Owner. Exposed vents: Apply two coats of heat-resistant paint.
20. Wash metal to be painted with solvent recommended by paint manufacturer. Add prime coat followed by two coats of alkyd enamel.
21. Exposed pipe and duct insulation: Apply one coat of latex on insulation which has been sized or primed under another Section. Apply two coats on such surfaces when unprimed. Remove pipe or duct bands before painting, and replace after painting.
22. Hardware: paint prime-coated hardware to match adjacent surfaces. Allow no paint to come in contact with hardware that is not to be painted.
23. Damp spaces, in both rooms, powder rooms, utility rooms, mechanical & equipment rooms and garage and all exterior painted areas shall have approved fungicide added to paints.
24. Maintain thorough dust and dirt control throughout the painting process. Thoroughly protect all surfaces that won't be painted with clean, undamaged drop cloths and masking tape. Immediately clean any spilled materials and do not allow dirt or spilled materials to be tracked in a work area or to other work areas. Allow absolutely no paint smears or splatters to remain on adjacent surfaces.
25. Upon completion of painting work, deliver to the Owner an extra stock of 10% or more of each color, type, and gloss of paint used in the work. Tightly seal and clearly label each container with notes on contents and location used.
26. Remove, refinish, or repaint work not in compliance with specified requirement. Replace or repair all non-conforming work as directed by the Owner. Do repairs and touch-ups so they are undetectable.

010- SPECIALTIES
A. FIREPLACES:
1. Provide and install all prefabricated fireplaces, non-combustible hearths, dampers, flues, chimney/flue caps, spark arrestors and all other fireplace related components necessary to complete the work as indicated on these drawings.
2. All prefabricated fireplaces, dampers, flues, chimney/flue caps and spark arrestors shall be UL Approved. Submit product data to Architect & Owner.
3. Deliver all materials to the construction site in their original, unopened packaging with labels intact and exposed.
4. Contractor shall visit the site and verify that the job conditions are satisfactory for his work. Verify with General Contractor that the items within the walls and chimney chase for the work have been installed. Notify General Contractor of all problems immediately.
5. Install fireplace and all components in strict accordance with manufacturer's instructions & recommendations and Local Building Codes & Standards.
6. Provide fire-stops, sealants and collars as required and as indicated in manufacturer's instructions and recommendations.
7. Coordinate all work with other trades and General Contractor.
8. Upon completion, clean the work area and remove all scrap and excess materials from the site. Allow convenient access for inspection of work and repair or replace defective work as directed by the General Contractor.
9. Provide Owner with product warranties at the completion of the job.

B. ELEVATORS:
1. Provide and install elevator cab, hoist-way beam, controls, motors, pumps, panels and all other elevator related components necessary to complete the work as indicated on drawings and to have a fully functional elevator system.
2. Deliver all materials to the construction site in their original, unopened packaging with all labels intact and exposed.
3. Contractor shall visit the site and verify that the job conditions are satisfactory for his/her work. Verify with General Contractor that the hoist-way & hoist-way beam, overrun, machine room, door openings, pit & sump and electrical requirements for the work have been properly supplied & installed. Notify the General Contractor immediately with a written list of all problems.
4. General Contractor shall verify all area, dimension, ventilation, drainage, electrical power and sump pump requirements with elevator manufacturer & contractor and coordinate these items & requirements with all affected subcontractor and trades during bidding prior & during construction.

5. Architect Shall be notified immediately (prior to submitting bid & construction) if any of the conditions shown within these drawings does not meet the requirements as set forth by the owner, elevator manufacturer, elevator contractor and all local & federal codes.
6. Install elevator and all components in strict accordance with manufacturer's instructions & recommendations and all governing Building Codes, Industry Standards and Regulations.
7. All work and materials shall conform to the requirements of the American Standard Safety Code for Elevators, the Illinois Accessibility Code and all local, state and federal code requirements & regulations.
8. Provide fire-stops, sealants and collars as required and as indicated in manufacturer's instructions & recommendations and all governing local, state and federal code requirements & regulations.
9. Elevator contractor/installer shall coordinate all work with the General Contractor and all other effected trade contractors.
10. Elevator contractor/installer shall pay for and obtain all necessary permits & inspections as required and make all tests as called for by the regulations of all governing authorities.
11. Elevator contractor/installer shall make all necessary final adjustments within a time agreed to and/or as specified by the owner & General Contractor after the completion of the work.
12. Upon completion of work, clean the work area and remove all scrap and excess materials from the site. Allow convenient access for the inspection of work and repair or replace defective work as directed by the General Contractor.
13. Provide Owner with product warranties at the completion of the job.

011 PLUMBING & MECHANICAL (HVAC)
PLUMBING:
1. All plumbing work to be performed on a Design/Build basis. In such cases the design/build contractor shall be solely responsible for the complete design, engineering and installation of such systems and equipment and shall warranty to the owner that such work adequately meet the needs and requirements of the Owner and of the project as planned and its intended uses as well as comply with all applicable codes, ordinances, governing regulations and industry standards of performance. Refer to 01-General Notes, Items 7 & B for further information regarding Design/Build requirements. Plumbing Design/Builder shall review entire document set prepared by others.
2. Refer to plumbing drawings, prepared by Plumbing Design/Builder for plumbing notes, specifications, piping plans and riser diagrams.
3. Plumbing Design/Builder shall refer to these drawings at all times to make certain his/her drawings, notes, specifications and work conforms with the Owner's & Architect's Intent. Plumbing Design/Builder to refer to plumbing fixture schedule contained within these drawings while preparing his/her drawings, notes and specifications. Notify Architect immediately with any discrepancies and/or problems.

MECHANICAL (HVAC):
1. All HVAC work to be performed on a Design/Build basis. In such cases the design/build contractor shall be solely responsible for the complete design, engineering and installation of such systems and equipment and shall warranty to the owner that such work adequately meet the needs and requirements of the Owner and of the project as planned and its intended uses as well as comply with all applicable codes, ordinances, governing regulations and industry standards of performance. Refer to 01-General Notes, Items 7 & B for further information regarding Design/Build requirements. HVAC Design/Builder shall review entire document set prepared by others.
2. Refer to mechanical drawings, prepared by HVAC Design/Builder for HVAC notes, specifications, duct plans, riser diagrams and mechanical equipment schedules.
3. HVAC Design/Builder shall refer to these drawings at all times to make certain his/her drawings, notes, specifications and work conforms with the Owner's & Architect's Intent. Notify Architect immediately with any discrepancies and/or problems.

012 ELECTRICAL
GENERAL:
1. All electrical work to be performed on a Design/Build basis. In such cases the design/build contractor shall be solely responsible for the complete design, engineering and installation of such systems and equipment and shall warranty to the owner that such work adequately meet the needs and requirements of the Owner and of the project as planned and its intended uses as well as comply with all applicable codes, ordinances, governing regulations and industry standards of performance. Refer to 01-General Notes, Items 7 & B for further information regarding Design/Build requirements. Electrical Design/Builder shall review entire document set prepared by others.
2. Refer to electrical items, prepared by Electrical Design/Builder for electrical notes, specifications, riser diagrams and load calculations.
3. Electrical Design/Builder shall refer to these drawings at all times to make certain his/her drawings, notes, specifications and work conforms with the Owner's & Architect's Intent. Electrical Design/Builder to refer to electric fixture layout & electric fixtures list contained within these drawings while preparing his/her drawings, notes and specifications. Notify Architect immediately with any discrepancies and/or problems.

PRINT DATE: 2015-06-05
SHEET NAME: Specifications

A-003
2016/09/08

OWNER:
PharmaCann Dispensary, L.L.C.
11110 Route 9W, Suite 202
Amherst, NY 14226
www.pharmacann.com

251 Huntington Parkway, Amherst, New York, 14228

2016/09/08 - 2016/09/08
2016/09/08 - 2016/09/08

PHILIP STAVIOLA ARCHITECTURE
PHILIP STAVIOLA, AIA, LEED AP
100 WEST 10TH STREET
NEW YORK, NY 10011

PHILIP STAVIOLA ARCHITECTURE
100 WEST 10TH STREET
NEW YORK, NY 10011
PHILIP STAVIOLA ARCHITECTURE
100 WEST 10TH STREET
NEW YORK, NY 10011

A-100
PRINT DATE:
2016/09/02
SHEET NAME:
Amst A100-Diamond Fin

275 Huntington Parkway, Amherst, New York, 14201
OWNER:
PharmaCann, LLC
11110 Old Country Road, Suite 200
Great Neck, NY 11021
www.pharmacann.com

2016/09/02 - 10:52 AM
2016/09/02 - 10:52 AM - 10:52 AM

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NEW YORK, NY 10011

A-400
2019-09-02
SHEET NAME
Muller Group of Companies

275 Huntington Parkway, Amherst, New York, 14228
OWNER: Muller Group of Companies, L.L.C.
11110 Old Country Road, Suite 200
Sydney, New York, 11794

2019-09-02 - 10/15/2019
2019-09-02 - 10/15/2019

STURTEVANT ARCHITECTURE
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SHEET NO:

VD-301

PART DATE:

2/15/2024

SHEET NAME:

CONNECTIONS
CONNECTIVITY DIAGRAM

PROJECT NAME:

PharmaCann Dispensary - Amherst
22 Hopkinton Parkway, Amherst, New York 14228

OWNER:

PharmaCann, LLC
22 Hopkinton Parkway, Amherst, NY 14228
PharmaCann.com

DATE:

2/15/2024

BY:

Benjamin A. Korman

CERTIFICATION:

ENGINEERING

PLUS



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ARCHITECTURE



SBN ARCHITECTS, A PC
DEBRA LINDSAY
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SHEET NO:	SC-002	PROJECT NAME:	PharmaCann Dispensary - Amherst
DATE:	2/10/2024	OWNER:	PharmaCann Dispensary, LLC 10110 Route 19A, Suite 101 Amherst, NY 14226
DESIGNER:	21010406	ARCHITECT:	MANUPELLI ARCHITECTURE
ENGINEER:	21010406	ENGINEER:	ENGINEERING PLUS

NO. OF SHEETS:	7	DATE:	2/10/2024
PROJECT NO.:	21010406	PROJECT NAME:	PharmaCann Dispensary - Amherst

CERTIFICATION:	
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SHEET NO: **SC-003**
PROJECT NAME: **PharmaCann Dispensary - Amherst**
PRINT DATE: 2/10/2024
SHEET NAME: **SECURITY EQUIPMENT LIST**
ECP/CSM

PROJECT ADDRESS: 25 Northstar Parkway, Amherst, New York 14228
OWNER: PharmaCann, LLC
10110 Old Branch Rd Ste 100
Amherst, NY 14228

PROJECT NO: 20240006
DATE: 2/10/2024

PROJECT NAME: **PharmaCann Dispensary - Amherst**



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SC-101 PharmaCann Dispensary - Amherst
25 Northstar Parkway, Amherst, New York 14228

PAPER DATE: 2/10/2020	OWNER: PharmaCann, LLC 10110 Old Branch Rd Ste 100 Amherst, NY 14228
SHEET NAME: PHARMACANN SECURITY PLAN	PROJECT NUMBER: 14-00000000000000000000

2 2/10/2020 14-00000000000000000000



INTEGRATIVE ARCHITECTURE
MANUFACTURING
DEAN LUKS BRAD
NORTHADAM

INTEGRATIVE ARCHITECTURE
1000 W. 10th Street, Suite 100
Amherst, NY 14204
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SHEET NO: SC-401	PROJECT NAME: PharmaCann Dispensary - Amherst	DATE: 7/20/2024	SCALE: As Shown	CERTIFICATION:	 ENGINEERING PLUS INCORPORATED 1000 WEST 10TH AVENUE SUITE 100 DENVER, CO 80202 PH: 303.733.8888 WWW.ENGINEERINGPLUS.COM	 INNOVATIVE ARCHITECTURE 1000 WEST 10TH AVENUE SUITE 100 DENVER, CO 80202 PH: 303.733.8888 WWW.INNOVATIVEARCH.COM	DISCLAIMER: This document is the property of Innovative Architecture and is intended for the use of the client only. It is not to be distributed, copied, or used for any other purpose without the written consent of Innovative Architecture. The information contained herein is based on the data provided by the client and is not to be used for any other purpose without the written consent of Innovative Architecture.
DATE: 7/20/2024	OWNER: PharmaCann Dispensary, LLC 1000 West 10th Ave, Suite 100 Denver, CO 80202	PROJECT NO: SC-401	DATE: 7/20/2024				

SHEET NO: **SCA-001**
 PART DATE: 2/10/2020
 SECURITY SYMBOLS: **LS1**

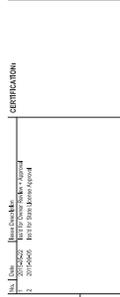
PROJECT NAME: **PharmaCann Dispensary - Amherst**
 25 Northstar Parkway, Amherst, New York 14228

OWNER: **PharmaCann, LLC**
 10111 Old Branch Rd Ste 100
 Amherst, NY 14228

DESIGNER: **PERFORMANCE ARCHITECTURE**
 1000 W. 10th Street
 Amherst, NY 14228

DATE: 2/10/2020
 DRAWING NO: 2020-001

PROJECT NO: 2020-001



SHEET NO: **SCA-002**

PROJECT NAME: **PharmaCann Dispensary - Amherst**

OWNER: **PharmaCann Dispensary, LLC**
 1011 West Branch Rd Ste
 Amherst, NY 14226

DATE: **2/10/2020**

DESIGN: **PHARMACANN DISPENSARY**
 1011 West Branch Rd Ste
 Amherst, NY 14226

DATE: **2/10/2020**

PROJECT NO: **1011 West Branch Rd Ste**

PROJECT NAME: **PharmaCann Dispensary - Amherst**

CERTIFICATION:



INTEGRATIVE ARCHITECTURE

1011 West Branch Rd Ste
 Amherst, NY 14226

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SHEET NO: SCA-003	PROJECT NAME: PharmaCann Dispensary - Amherst	DATE: 2/20/2024	DRAWN BY: BRIAN J. BROWN	CHECKED BY: BRIAN J. BROWN	DATE: 2/20/2024	PROJECT NO: 2024-003	DISCLAIMER: THIS DOCUMENT IS THE PROPERTY OF THE ENGINEERING PLUS ARCHITECTURE FIRM. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR DISTRIBUTED IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF THE ENGINEERING PLUS ARCHITECTURE FIRM.
PRINT DATE: 2/20/2024	OWNER: PharmaCann Dispensary, LLC 10110 Route 19A, Suite 101 Amherst, NY 14226	CERTIFICATION:	ENGINEERING PLUS ARCHITECTURE	ARCHITECTURE	SEAN LECTER, AIA, LEED DEAN LUMS DEN NEWARK, NJ		

SHEET NO.:

SCA-101

PRINT DATE:

2/10/2020

SHEET NAME:

SCA-101-001
SECURITY PLAN

PROJECT NAME:

PharmaCann Dispensary - Amherst
25 Northstar Parkway, Amherst, New York 14228

OWNER:

PharmaCann, LLC
10110 Old Branch Rd Ste
100 Amherst, NY 14228

DESIGNER:

Engineering Plus
1000 West 10th Street
Anchorage, Alaska 99501

NO. OF SHEETS:

7

PROJECT NO.:

20190046

DATE:

10/12/2019

CERTIFICATION:



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PHARMACANN - BRONX

1280 OAK POINT AVE., BRONX, NEW YORK 10474

DISPENSARY FACILITY PLANS + SPECIFICATIONS (INTERIOR BUILD-OUT)

STATE OF NEW YORK MEDICAL MARIJUANA DISPENSARY LICENSE APPROVAL SET JUNE 5, 2015

ABBREVIATIONS

AC	Air Conditioning	Lav	Lavatory
Adtl	Additional	Lev	Level
Adj	Adjacent	LH	Left Hand
AD	Area Drain	LL	Lower Level
AFF	Above Finish Floor	LP	Low Point
AFG	Above Finish Grade	LV	Light & Vent
Alum	Aluminum	Mezz	Mezzanine
All	Alternate	Matl	Material
Approx	Approximate(ly)	Max	Maximum
Arch	Architectural	Mech	Mechanical
Acoust	Acoustical Ceiling Tile	MDF	Medium Density Fiberboard
@	At	Mfr	Manufacturer
Ang	Angle	Min	Minimum
Bd	Board	Misc	Miscellaneous
Bwn	Between	MO	Masonry Opening
Bldg	Building	Mntd	Mounted
Bk	Blocking	Mtl	Metal
B/	Bottom of	NC	Non-Combustible
Brg	Bearing	NIC	Not In Contract
BZ	Bronze	NR	Not Required
Basemnt	Basement	No	No
C/C	Center-to-Center	Nom	Nominal
CI	Cast Iron	NTS	Not To Scale
CJ	Control Joint	OC	On Center
Clos	Closet	OF CI	Owner Furnished Contractor Installed
CLS	Center Line	Oppg	Opposite
Clg	Ceiling	Opp	Opposite
Clr Opg	Clear Opening	Partn	Partition
CMU	Concrete Masonry Unit	Perp	Perpendicular
Col	Column	Physcd	Physiological
Conc	Concrete	Pl	Polished
Const	Construction	Pnl	Panel
Cont	Continuous	Pr	Pair
Corr	Corridor	PL	Plastic Laminate
CPT	Carpet	Prefab	Prefabricated
CT	Ceramic Tile	PS	Plumbing Stack
Cr	Center	PSF	Pounds Per Square Foot
Dbl	Double	PSI	Pounds Per Square Inch
Dia	Diameter	Pl	Point
Dim	Dimension	Plt	Painted
DS	Down Spout	PVC	Polyvinyl Chloride
DN	Down	QT	Quarry Tile
DI	Detail	Qty	Quantity
DW	Dishwasher	R	Riser
Dwg	Drawing	Rd	Radias
Ea	Each	RD	Roof Drain
EC	Exposed Construction	Ref	Reference
Ehx	Exhaust	Refr	Refrigerator
EJ	Expansion Joint	Rfr	Reinforced
EL	Elevation	Req'd	Required
Elect	Electric	Rev	Revise
Eq	Equal	RH	Right Hand
Equip	Equipment	Rm	Room
EW	Electric Water Cooler	RO	Rough Opening
EXIS'G	Existing	R&S	Room & Shell
Exp	Exposed	Sched	Scheduled
Expd	Expanded	Sect	Section
Ext	Exterior	SE	Sealed Ejector
FA	Fire Alarm	Sh	Sheet
FD	Floor Drain	Sim	Similar
FDVC	Fire Dept. Valve Cabinet	SC	Solid Core
FE	Fire Extinguisher	SP	Sump Pump
FF	Finish Floor	Spec	Specification
Fin	Finish	SS	Stainless Steel
FR	Fire Retardant	ST	Stone Tile
FP	Fireplace	STC	Sound Transmission Coefficient
FPHB	Frost Proof Hose Bibb	Stl	Steel
Flr	Floor	Stor	Storage
Fl	Foot	Std	Standard
Flg	Footing	Struct	Structural
Ga	Gauge	Susp	Suspended
Galv	Galvanized	T	Tread
GC	General Contractor	TBD	To Be Determined
GL	Glass	Tel	Telephone
GB	Gypsum Board	Tempr'd	Tempered
Gyp	Gypsum	T&G	Tongue & Grooved
Hdw	Hardware	Thk	Thickness
HIC	Hollow Core	TJ	Top of
HM	Hollow metal	Typ	Typical
Horiz	Horizontal	UNO	Unless Noted Otherwise
HP	High Point	Var	Varies
Hr	Hour	VCT	Vinyl Composite Tile
Ht	Height	Vent	Ventilator
HVAC	Heating Ventilation Air Conditioning	Vest	Vestibule
In	Inch	VIF	Verify In Field
Incl	Included	W/	With
Info	Information	W/O	Without
Insul	Insulation	WC	Water Closet
Int	Interior	Wd	Wood
JC	Janitor Closet	WH	Water Heater
JT	Joint	Wdw	Window
Lam	Laminated	Wt	Weight
Lav	Lavatory	WWF	Welded Wire Fabric

MATERIALS

	Aluminum
	Brick
	Cmu
	Concrete
	Drywall
	Earth
	Gasket or Firesafing
	Glass - Elevation
	Grate
	Gravel
	Insulation - Batt
	Insulation - Rigid
	OSB
	Plywood
	Sand
	Steel
	Stone - Granite
	Wood - Finished
	Wood - Blocking

GENERAL NOTES

- Conditions of AIA Document A201 shall govern, unless noted otherwise.
- All work shall comply with applicable federal, state and City laws and municipal ordinances including (but not limited to) the City of New York, NY and the regulations of the National Board of Fire Underwriters. All work shall also comply with the requirements of the American With Disabilities Act Accessibility Guidelines.
- All references to codes, specifications and standards referred to in the specifications and on the drawings shall mean the latest edition, amendment or revision of such reference standard in effect as of the date of the contract documents.
- All doors used in connection with exits shall be so arranged as to be readily opened without the use of a key from the side from which egress is made.
- The Contractor and Subcontractors shall visit the site and become familiar with the existing conditions and the extent of the work before submitting a proposal. All potential conflicts shall be reported to the Architect. Correction of the conflicts is to be included in the work and the proposal.
- Failure to examine the site and determine existing conditions or nature of new construction, or nature and extent of work to be performed by other trades, will not be considered a basis for granting of additional compensation.
- In case of conflict between drawings and specifications or within either document, the better quality or greater quantity of work shall be provided.
- The Contractor and Subcontractors shall verify all dimensions and conditions shown on the drawings at the site, and shall notify the Architect of any discrepancies, omissions and/or conflicts before proceeding with the work. Do not scale the drawings; dimensions shall govern. Large scale details shall govern over small scale. The Contractor and Subcontractors shall field verify all dimensions and existing conditions.
- The General Contractor shall coordinate the delivery and proper storage of building materials and equipment on the site to avoid overloading of existing floor or impeding the completion of the work. Materials and equipment are to be properly dispersed over the existing and/or new beams between existing and/or new columns.
- Where new work adjoins existing, such new work shall be properly integrated with the existing to insure uniform appearance. Any new work required in existing work shall be patched and finished as required to match the new work. The Contractor shall do all necessary cutting, fitting, and patching. He/She shall furnish all necessary labor and materials for this work, whether or not shown and/or specified.
- All new walls shall align and be level with existing adjacent walls and conditions unless noted otherwise.
- All partition penetrations shall be sealed to provide the fire resistance required as noted on the drawings or as required by the applicable federal, state and local codes.
- Omit manufacturer's names, labels and designations from exposed faces on all accessories, glass, etc.
- The Contractor shall keep accurate records of all concealed work that differs from contract drawings so that accurate record drawings can be kept.
- Provide record drawings and pictures furnished by General Contractor for distribution to Architect and Owner.
- All work shall be warranted for a period of one year from the date of substantial completion or issuance of Certificate of Occupancy as outlined by the General Contractor.
- The Contractor shall submit all MEP and structural shop drawings to the Architect for distribution to the MEP and structural engineers. The Architect will review the shop drawings only with regard to general compliance and design intent with the information given in the contract documents.
- Provide shop drawings, catalog cuts, samples and data for all necessary work as required for Architect's review prior to commencement of work.
- All work shall be of the highest quality following the contract documents, manufacturer's specifications and recommendations, and the best accepted trade practices and standards.
- Drawings are to be issued to the subcontractors in complete sets so they will know all the architectural and engineering details affecting their work.
- The Contractor shall make arrangements with the Owner or Owner's Rep. to tour the existing building and site to familiarize themselves with the scope of the existing conditions and the policies and procedures to be followed by contractors performing work in the building and on the site.
- The Owner and Subcontractors shall in effect be in charge of all work and permits associated with the contract. The Owner and Subcontractors shall apply, secure and pay for all necessary permits and inspections.
- The Contractor shall make provisions for protecting all existing and new work during demolition and construction.
- All contractors shall be responsible for supplying the general contractor with items required for permit for their portions of work: electrical permit application & load calculations, riser diagrams, refrigeration permit application, working permit application, letters of work intent, insurance certificates, license No. & information, etc.
- All contractors shall warrant to the owner that all materials and equipment furnished under their control shall be new, unless noted otherwise and that all work & workmanship will be of good quality and free from faults & defects. All work & materials shall be guaranteed for a minimum of one year from the date of final completion and acceptance of the owner.
- All manufactured equipment & materials shall be installed in strict accordance with the manufacturer's printed instructions and recommendations.
- All contractors shall submit product data, shop drawings, samples and all other miscellaneous submittals as required for specific items of work as identified within these drawings. Submit all submittals to provide sufficient lead time and to avoid delays in work. Provide Architect & Owner (10) work days to review and comment on submittals.
- Substitutions of products, materials & methods of construction in place of those described within these documents must be made either by addendum during bidding or change order after signature of contract. Requirements of substitution are as follows:
 - Provide documentation for each proposed substitution in the form of product data, drawings, dimensions, or any other information deemed necessary by the Architect & Owner to evaluate how the proposed substitution will affect the design & work.
 - Provide documentation in the form of a proposal illustration how substitution will affect contract sum and/or contract time.
 - Substitution shall be approved only by issuance of an addendum or change order.
- All contractors are responsible for repairing, patching, caulking and painting of any damaged portion of work caused by their work. All repairs shall be made with the same quality materials and workmanship as the original work and shall not be visible when completed.
- All contractors are responsible for cleaning their own construction debris and related debris caused by their work. All contractors not cleaning the job site on a daily basis will be back charged \$500 or 1.5 times the general contractors cost for clean-up per incident per day, no exceptions.
- The site and premises shall be kept clean and hazard free.
- All contractors shall review entire drawing set to avoid interferences with other trades work. Report any and all discrepancies and potential interferences with other trades work to Architect in writing, immediately.
- All contractors are required to review the entire drawing set and the project specifications/sheets for further project requirements.
- The Contractor shall verify insurance requirements with the Owner and/or Owner's Rep. and shall include as additional insured's the Owner, the Owner's Agent and the Architect for any claims stemming from the demolition & construction from any workers or visitors on the premises.

SUMMARY OF WORK

- Interior Tenant Build-Out for 1280 Oak Point Ave., New York, New York. Note: No change to existing building configuration, building footprint, building area or structure. Work to be limited to the interior of the building only. Work shall include but not limited to items shown below:
- Construction of new interior partitions and furring/insulation & interior finish on exterior walls.
 - Installation of new electric system (connected to existing panel), including data and phone systems, thermostats, AC unit, etc.
 - Installation of new HVAC system: Installation of new air-handler, supply & return air ductwork.
 - Installation of new plumbing, including bathrooms, water fountain and kitchenette.
 - Minor work to entry door storefront system.

OWNERSHIP & DOCUMENT USE:

- These drawings, specifications and copies thereof, as instruments of service, are and shall remain the property of the Architect.
- The Owner shall be permitted to retain copies, including reproducible copies of the drawings and specifications, for information and reference in connection with Owner's use and occupancy of this project and property.
- The Owner may use these plans and specifications for third party use as reference only, for additions and alterations. No changes or additions may be made on the original drawings, specifications, or copies thereof.
- These plans and specifications are to be used with respect to the named project and not necessarily reflect any field changes. They are not to be considered verified "As Built" drawings.
- Third party users of these drawings and specifications shall verify all existing conditions before proceeding with any work and be responsible for such work.
- The use of these drawings and specifications by any Contractor, Subcontractor, Builder, Tradesmen, or Worker shall instigate a hold harmless agreement between the drawing user and the Architect.
- The user shall in fact agree to hold the Architect harmless for any responsibility in regard to construction means, methods, techniques, sequences or procedures and for any safety precautions and programs in connection with the work and further shall hold the Architect harmless for costs and problems arising from negligence of the Contractor, Subcontractor, Tradesmen or Workmen. The use of these drawings and specifications also implies that the Architect shall take no responsibility for the plan user's failure to carry out the work in accordance with the drawings or contract documents.

CODES

- 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 ENERGY CONSERVATION CONSTRUCTION CODE OF NYS
- 2012 IECC COMMERCIAL PROVISIONS
- NFPA 101 (2013) LIFE SAFETY CODE
- ICC ANS A117.1-03 ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES

ZONING DATA

Zoning District: M3-1
Use Group: IC

	REQUIRED	ACTUAL
Min. Lot Area	No change to existing bulk	
Min. Lot Width	No change to existing bulk	
Min. Front Yard	No change to existing bulk	
Min. Rear Yard	No change to existing bulk	
Min. Side Yard	No change to existing bulk	
Max. Bldg. Cover	No change to existing bulk	

BUILDING DATA

EXISTING BUILDING:
Construction Type: Type III-B, Noncombustible Exterior w/ Combustible Interior Construction
Occupancy Class: Use Group B, Business
Use Group M, Mercantile
Height & Area Limits: Use Group B: (3) Stories, 5,400 square feet
Use Group M: (3) Stories, 5,600 square feet
Area Increases: NA - Existing building

Fire Resistance Ratings: (Per Table 601 NYS CODE)

Structural Frame:	0 hr
Beaming Walls:	Exterior: 0 hr Interior: 0 hr
Non-bearing Walls:	Exterior: 0 hr Interior: 0 hr
Floor Construction:	0 hr
Roof Construction:	0 hr

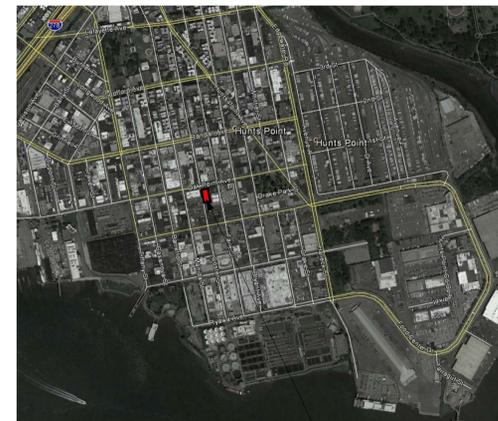
Fire Occupancy Separations:

B - M:	0 hr
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Exit Requirements:	2 req'd, 2 provided
Min. No. of Exits:	36" req'd, 36" provided
Swing of Doors:	Doors to swing in the direction of exit travel
Travel Distances:	200' req'd, <100' provided

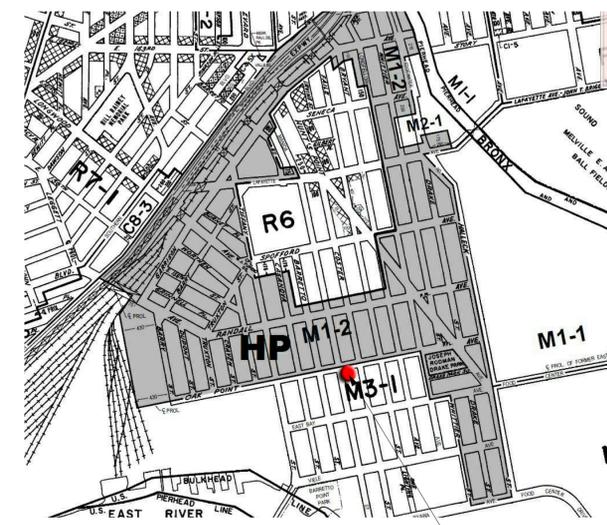
General Notes:

- The building is designed to meet all applicable code requirements such that the design & construction provides accessibility to physically disabled persons per 2010 NYC and 2012 IECC requirements.
- All facility entrances shall have concrete flat work with brushed finish on prepared grade to pitch away from building for drainage. Slope to be less than 2% in any direction of landing per ADA requirements. All accessible entryways doors to have ADA door threshold, 1/2" max. beveled height, typical at all locations. Elevation of exterior stoop or landing to be 1" below interior floor, typical at all entryways doors.



Location Map

Not To Scale



Zoning Area Map

Not To Scale

Owner:

PharmaCann, LLC
1140 Lake Street, Suite 304
Oak Park, IL 60301

Phone: (708) 919-5641

Fax: (904)369-8283

Email: contact@pharmacann.com

"I hereby certify that these drawings were prepared by me or under my direct supervision and to the best of my knowledge and belief comply with the requirements of the Local Building Codes & Ordinances."

Mark R. Filoramo - Licensed Architect
NYS Lic. No. 035606-1 Exp. - 07/31/2017

2	2014-06-05	Iss'd for State License Approval
1	2015-05-20	Iss'd for Change Review + Approval
#	Date	Description
Revisions:		

Project:
PharmaCann Dispensary-Bronx
1280 Oak Point Ave, Bronx, New York 10474

Sheet Name:
Cover Sheet

DOB Number:

Date:

2015-06-05

Sheet Number:
A-000.00

Project # Project Number Sheet 0 of

01 GENERAL NOTES

A. GENERAL

1. All contractors shall comply with AIA document A201, general conditions to the contract for construction.

2. Refer to all work as shown in Drawings and Specifications and related work required for project completion.

3. All bidders must examine the Drawings, read the Specifications, and visit the site of this project to fully investigate the extent and quality of the work required. Bidders shall be familiar with the location and access to construction site, availability of utilities, the condition of the site and any existing construction, and governing regulatory agencies and permit processes.

4. Owner's General Contractor and General Contractor's Sub-Contractors shall review all drawings and specifications related to this project for errors, omissions and discrepancies prior to submitting proposals and work and the start of construction. Owner's General Contractor shall arrange a pre-construction meeting to review errors, omissions discrepancies and all other construction questions in advance of construction to assure the orderly progress of the project prior to the ordering of any materials and the performance of any work. All parties using these documents are responsible for reviewing the full content of these Drawings.

5. This set of drawings has been prepared to obtain a building permit and preliminary bid numbers. All materials necessary to complete the project are not necessarily described in this drawing set. The implementation of the drawings shall be on a "Design Build" basis. In such cases the design/build contractor shall be solely responsible for the complete design, engineering and installation of such systems and equipment and shall warranty to the owner that such work meets all the needs and requirements of the project and the and of the project as planned and its intended uses as well as comply with all applicable codes, ordinances, governing regulations and industry standards of performance. In no way shall the design/build contractor be held responsible for any discrepancies with dimensions on the drawings. Details and sections on the drawings are shown at specific locations and are not intended to show general requirements throughout project. Details noted as "typical" imply all conditions treated similarly. All large scale details shown. Refer to drawings for additional information.

6. All work shall comply with the most stringent requirements of the applicable City, County and State Laws, Codes, Ordinances and Regulations. Should the Client's General Contractor or the General Contractor's Sub-Contractors perform any work contrary to such Laws, Codes, Ordinances and Regulations, he/she shall bear all costs arising to fix such errors.

7. Design/Build: Portions of the work indicate that work will be performed on a "Design Build" basis. In such cases the design/build contractor shall be solely responsible for the complete design, engineering and installation of such systems and equipment and shall warranty to the owner that such work meets all the needs and requirements of the project and the and of the project as planned and its intended uses as well as comply with all applicable codes, ordinances, governing regulations and industry standards of performance. In no way shall the design/build contractor be held responsible for any discrepancies with dimensions on the drawings. Details and sections on the drawings are shown at specific locations and are not intended to show general requirements throughout project. Details noted as "typical" imply all conditions treated similarly. All large scale details shown. Refer to drawings for additional information.

8. Design/build contractors are required to submit design & construction drawings, shop drawings, construction details and system specifications to the General Contractor & Architect for review and approval prior to ordering materials and providing work. Drawings & specifications shall be submitted in a timely manner as to allow ample review & turnaround time as to not delay project.

9. The financial building package shall be secured by the Owner's General Contractor and paid for by the Owner. All other building permits shall be secured and paid for by the Sub-Contractor directly responsible.

10. The successful bidder shall furnish the Owner with certificates of insurance, in amounts listed below, other amounts as required by law, whichever is greater.

11. Workmen's Compensation insurance for at least \$500,000 each occurrence and \$500,000 total for Bodily Injury and Personal Injury. Property Damage for at least \$1,000,000. Comprehensive Automobile Liability for at least \$250,000 for each person, \$500,000 each occurrence, and Property Damage for at least \$100,000 of each accident.

12. Questions may be answered during the bidding period. Questions will be answered in writing in a timely manner and copies will be distributed simultaneously to all bidders. Submit all questions to:

13. The Work includes all construction materials, labor, equipment and services required by the Drawings, Specifications, and related Contract Documents. This includes labor, materials, etc. even if not explicitly required in the documents, as required to complete the project and provide project safety and not exceeding the allowable design working stress of materials involved:

14. DO NOT SCALE DRAWINGS. Verify field dimensions before ordering fabrications or products to fit in place. Notify Architect immediately of existing conditions and dimensions that do not conform to the drawings.

15. Unless noted otherwise, the subject of all imperative sentences in the Specifications is the Contractor. For example, "Provide and install..." means "Contractor shall provide and install..."

16. Substitution of any specified item is not permitted except through written request and written approval by the Architect and Owner. The Contractor's request must provide all specification data and certification that the substitution meets all requirements of the originally specified item for both performance & aesthetics.

17. The Contractor shall have complete responsibility for, and control over, construction methods, techniques, procedures and project safety and security. Provide administrative coordination of all work, including trained, qualified employees and subcontractors, and supervisory personnel. Arrange and conduct pre-construction and construction meetings with design principals, consultants, and construction trades when required by the Owner.

18. Shop drawings which are required for structural, mechanical, electrical or specialized construction shall be submitted first to General Contractor for his/her review then to Architect for review for conformance with the design intent.

19. Owner's General Contractor shall compare the topographic grades, lines and levels shown on drawings with the existing site grades and levels for the location and construction of work to be performed and shall call the architect's and Civil Engineer's attention to any discrepancies before proceeding with excavation.

20. All trades are responsible for their own cutting, patching, fitting, etc. to make building parts come together precisely and fit to meet or be in conformance with other trades. All contractors shall be held responsible for all damages caused by his employees or subcontractors to other trades worked product while performing their work.

21. All observations and/or notes of possible safety or security hazards offered by the Architect or Owner in no way relieve the Contractor of full responsibility for such conditions.

22. Clean up: All contractors are responsible for cleaning their own construction debris. Contractors not cleaning the job site on a daily basis will be back charged accordingly. Keep all work clean and well protected from dirt, weather, theft, and damage. Keep the buildings and site well-organized and clean throughout the construction period. Provide general clean up daily and complete weekly pickup and removal of all scrap and debris from the site. Exception: Reusable scrap shall be stored in a neatly maintained, designated storage area. Daily cleanup shall include a thorough broom-clean sweep of all interior spaces. Also, each week, sweep paved areas on the site and public paved areas adjacent to the site. Completely remove the sweep dirt and debris. Daily and weekly cleaning will not replace required clean up after the work of specific trades such as specified herein. At completion of the Work, remove from the job site all tools and equipment, surplus materials, equipment, scrap and debris. Exterior of building and exterior surfaces and remove all waste materials, paint drippings, spots, stains or dirt. Interior of building; inspect interior surfaces and remove all waste materials, paint drippings, spots, stains or dirt. Glass: Clean inside and outside so there are no spots or dirt, and no smudges or streaks remain from the cleaning process.

23. The contractor shall promptly pay for all labor, equipment, materials and services required to complete Work as described in the Construction Agreement.

24. Provide warranties as specified. Warranties shall be signed by supplier or installer responsible for performance. Warranties shall not limit liability for negligence or non-compliance with documents.

25. Submit samples of proposed exposed finishes and hardware for approval by the Owner & Architect prior to ordering such materials for the job.

26. All contractors shall pay for special permits, inspections, test certifications, etc. required in the course of construction per Contract Documents.

27. All contractors shall be held responsible for all damages caused by his employees or subcontractors. The Contractor shall be held responsible for all errors, omissions or negligence, non-compliance with drawings and specifications, or uncorrected work by employees, suppliers, fabricators, and subcontractors.

28. All Contractor's shall hold harmless the Owner and Architect from and against all claims, damages, losses, expenses, legal fees or other costs resulting from the Contractor's performance of the Work of the Construction Agreement.

29. Revisions, additions, or deletions to the Work under this agreement will be made by written order signed by Owner and Contractor.

30. Dimensions take precedence over scaled measurements, test certifications, etc. If any discrepancies with dimensions on the drawings. Details and sections on the drawings are shown at specific locations and are not intended to show general requirements throughout project. Details noted as "typical" imply all conditions treated similarly. All large scale details shown. Refer to drawings for additional information.

31. Owner's General Contractor shall provide temporary toilet facilities for all trades until the completion of work.

32. All openings in the building envelope must be caulked, gasketed or weather-stripped in accordance with mandatory State Energy Requirements and industry standards.

02 SITEWORK

Not Applicable

03 CONCRETE

Not Applicable

04 MASONRY

Not Applicable

05 METALS

A. METAL FABRICATIONS:

1. Provide metal guardrails as shown on the Drawings and as specified herein.

2. Definitions in ASTM E 985 for railing-related terms apply to this section.

3. Structural Framing of Guardrail Systems: Provide guardrail systems capable of withstanding the following crowd protection safety and not exceeding the allowable design working stress of materials involved:

4. Guardrail System: Concentrated load of 200 lb./ft. applied at any point and a uniform load of 50 lb./per linear foot applied to the top rail.

5. Steel Pipe Guardrails: Fabricate steel pipe railings to design, dimensions, and details included. Provide railing members formed of pipe of sizes and wall thickness indicated, but not less than that required to support design loading.

6. Interconnect railing members by butt-welding or welding with internal connectors, at fabricator's option, unless otherwise indicated. At tees and cross intersections provide coped joints. At bends interconnect pipe by means of prefabricated elbow fittings or flush bends, as applicable, of radii indicated. Form bends by use of prefabricated elbow fittings and radius bends or by bending pipe, at fabricator's option.

7. Form simple and compound curves by bending pipe in jigs to produce uniform curvature for each repetitive configuration required; maintain cylindrical cross-section of pipe throughout entire bend without buckling, twisting, or otherwise deforming exposed surfaces of pipe.

8. Provide wall returns at ends of wall mounted rails, except where otherwise indicated.

9. Close exposed ends of pipe by welding 3/16" thick steel plate in place or by use of prefabricated fittings.

10. Brackets, Flanges, Fittings and Anchors: Provide wall brackets, end closures, flanges, miscellaneous fittings and anchors for interconnections of pipe and attachment of railings to the structure - cast or formed metal of the same type of material and finish as supported rails.

11. Fasteners: Provide bolts, nuts, lag bolts, machine screws, wood screws toggle bolts, masonry anchored devices, lock washers as required for application indicated and complying with applicable standards. Hot-dipped galvanized fasteners for exterior applications to comply with ASTM A 153.

12. Shop primer for Ferrous Metal: Manufacturer's or fabricator's standard, fast-curing, lead free, universal modified alkyl resin resistant to normal atmospheric corrosion compatible with finish paint systems indicated, capable of providing a sound foundation for field-applied topcoats despite prolonged exposure; complying with performance requirements of the manufacturer.

13. Paint shall be Rustoleum or equal, verify all color selections with Owner & Architect prior to work.

06 WOOD

A. GENERAL: No wood framing to be provided on this project. All interior partition & ceiling framing to be light-gauge steel.

B. ROUGH FRAMING: Following specification notes shall be applied to light-gauge steel stud and USG steel suspension ceiling framing as they apply to general framing practices.

1. Examine and verify that job conditions are satisfactory for speedy and acceptable work.

2. Maintain and refer to the latest trade standards. Coordinate and complete rough plumbing before starting framing. Cross-coordinate plumbing, electrical, and HVAC requirements with framing plan.

3. Identify actual dimensions of all required rough framing in framing and ceiling schedules.

4. Provide lifts or cranes to assist high-level framing. Verify that materials are stored so as to not overload or interfere with construction.

5. Install all framing members as per framing plan, manufacturer's instructions, details, and building code requirements.

6. Stud Framing:

a. Construct corners and intersections with not less than 3 studs. Install miscellaneous blocking and framing as shown and required for support of facing materials, fixtures, accessories, specialty items, and trim.

b. Frame openings with multiple studs and headers. Install nailer members of thickness equal to that of studs. Set headers on edge and support jamb studs.

c. For non-bearing partitions, install double-jamb studs and headers not less than 4 inches deep for openings 3 feet and less in width, and not less than 6 inches deep for wall openings.

d. For load-bearing partitions, install double-jamb studs for openings 6 feet and less in width, and triple-jamb studs for wider openings. Indicate headers of depth shown, or if not shown, as recommended by NFPA "Manual for House Framing."

e. Provide a minimum of 3 studs at all beam and point load bearing conditions.

f. All exterior wall openings in bearing walls are to have minimum (2) 2 x 12 w/ 1/2" plywood fitch plate headers nailed together unless otherwise noted on drawings.

g. All closets shelving & rtds. Follow all manufacturers' recommendations for blocking requirements. Coordinate with General Contractor.

h. All handrail & guardrail locations. Follow all manufacturers' recommendations for blocking requirements. Coordinate with General Contractor.

D. FINISH CARPENTRY AND MILLWORK:

1. Provide and install materials as per detail drawings, applicable trade standards, or approved samples.

2. Provide experienced, well-trained, and certified workers to complete the work as specified.

3. Do not install finish panels with defects or deviations from grade standards.

4. Handle and store wood with care to avoid damage. Store wood as required to prevent damage and moisture absorption.

5. Properly ventilate wood treated with preservatives: store away from work areas.

6. Store kiln-dry materials to assure compliance with tempering and humidity restrictions.

7. Coordinate with finish carpentry, furnishings, fixtures, and equipment to be installed by others. Protect finish work from damage by other trades. Prepare sub-surfaces to receive finish materials.

8. Keep working environment clean, free of airborne construction dust, dry, and at comfortable working temperature. Remove all wood scraps, sawdust, and related debris.

9. Make wood joints so as to minimize or conceal shrinkage.

10. Perform all work per details and applicable trade standards: saw cuts straight and clean, tight fits without gaps, splines tight and staggered (never side by side). Align and exactly match miter joints at edges and corners. Install running trim in maximum length; do not use short pieces or splicing of scraps.

11. Coordinate with related construction (flashings, roof drains, scuppers, gutters, vents, etc.). Provide and install blocking for nailing and other fastenings for vents, louvers, roof drains, equipment supports, etc.

12. Test samples will be cut to verify layering, laps, and overlaps. Coordinate with other trades for blocking, repair and patching promptly.

13. Prepare all surfaces to receive coating per roof manufacturer's instructions & recommendations. The surface must be relatively even, dry, clean, smooth, free of sharp edges, fine, loose or flaking materials, and other materials that may damage the membrane. Rough surfaces which could cause damage to the membrane must be overlaid with approved insulation board. Fill all voids in the immediate substrate greater than 1/4-inch with approved insulation.

14. Remove all traces of water from work surfaces (water, snow, frost and/or ice, condensation, etc.) prior to installing EPDM Fully Adhered Systems.

15. Interior roof drain piping shall be fully insulated against sound and condensation build-up per IBC and regional & industry standards.

16. All thru-wall scuppers to be fully adhered and blocked for nailing and other fastenings to face wall. Provide all waterproof fasteners and flashings and follow all scupper manufacturer's instructions and recommendations and Local Building Code & industry standards for proper installation.

17. Clean the work area and remove all scrap and excess materials from the site. Leave drains clean, and free of debris. Repair or replace defective work as directed by the Owner.

18. Provide for maintenance of this work for one year following final acceptance by Owner. Maintenance includes all work required in manufacturer's instructions including inspection, adjustment, and repair and replacement of parts as required.

C. SEALANTS:

1. Provide sealants and related materials as manufactured by Tremco or equal. Provide General Contractor with sealants of the highest quality to be approved for installation. Deliver compounds in sealed, labeled containers.

2. Construct vertical and horizontal joints at locations and sizes shown in the Drawings. Clean and prepare work surfaces strictly as instructed by the sealant manufacturer. Clean debris from movement joints prior to application of backing and sealant.

3. All materials shall be delivered to the site in packages bearing the manufacturer's label and identifying mark.

27. Check and verify correctness of each stage of framing before installing subsequent framing. Remove all unusable wood scraps from site. Call for building department inspection before using concealed work.

28. Where not shown on nailing schedule, nails shall penetrate not less than 1/2 the length of nail. Exception: 16d nails may connect two pieces of 2" thickness. Remove and replace split framing members.

29. Where not shown on nailing schedule, nails shall penetrate not less than 1/2 the length of nail. Exception: 16d nails may connect two pieces of 2" thickness. Remove and replace split framing members.

30. Check and tighten all bolt connections after they are installed. Recheck and re-tighten all bolt connections before final construction is completed.

C. BLOCKING:

1. Carpenter Contractor shall provide all labor and materials for blocking. Blocking to be shown on drawings and building type per industry standards and codes.

2. Provide blocking and backing for items including, but not limited to the following:

a. All plumbing fixtures and accessories. Follow all manufacturers' recommendations for blocking requirements. Coordinate with General Contractor & Plumbing Contractor.

b. All electrical fixtures & equipment. Follow all manufacturers' recommendations for blocking requirements. Coordinate with General Contractor & Electrical Contractor.

c. All HVAC fixtures & equipment. Follow all manufacturers' recommendations for blocking requirements. Coordinate with General Contractor & HVAC Contractor.

d. All window & door systems. Follow all manufacturers' recommendations for blocking requirements. Coordinate with General Contractor & window/door suppliers.

e. All cabinet and built-in shelf locations. Follow all manufacturers' recommendations for blocking requirements. Coordinate with General Contractor & cabinet supplier/mfr.

f. All finish wall panel locations. Follow all manufacturers' recommendations for blocking requirements. Coordinate with General Contractor & supplier/mfr.

g. All closet shelving & rtds. Follow all manufacturers' recommendations for blocking requirements. Coordinate with General Contractor.

h. All handrail & guardrail locations. Follow all manufacturers' recommendations for blocking requirements. Coordinate with General Contractor.

D. FINISH CARPENTRY AND MILLWORK:

1. Provide and install materials as per detail drawings, applicable trade standards, or approved samples.

2. Provide experienced, well-trained, and certified workers to complete the work as specified.

3. Do not install finish panels with defects or deviations from grade standards.

4. Handle and store wood with care to avoid damage. Store wood as required to prevent damage and moisture absorption.

5. Properly ventilate wood treated with preservatives: store away from work areas.

6. Store kiln-dry materials to assure compliance with tempering and humidity restrictions.

7. Coordinate with finish carpentry, furnishings, fixtures, and equipment to be installed by others. Protect finish work from damage by other trades. Prepare sub-surfaces to receive finish materials.

8. Keep working environment clean, free of airborne construction dust, dry, and at comfortable working temperature. Remove all wood scraps, sawdust, and related debris.

9. Make wood joints so as to minimize or conceal shrinkage.

10. Perform all work per details and applicable trade standards: saw cuts straight and clean, tight fits without gaps, splines tight and staggered (never side by side). Align and exactly match miter joints at edges and corners. Install running trim in maximum length; do not use short pieces or splicing of scraps.

11. Coordinate with related construction (flashings, roof drains, scuppers, gutters, vents, etc.). Provide and install blocking for nailing and other fastenings for vents, louvers, roof drains, equipment supports, etc.

12. Test samples will be cut to verify layering, laps, and overlaps. Coordinate with other trades for blocking, repair and patching promptly.

13. Prepare all surfaces to receive coating per roof manufacturer's instructions & recommendations. The surface must be relatively even, dry, clean, smooth, free of sharp edges, fine, loose or flaking materials, and other materials that may damage the membrane. Rough surfaces which could cause damage to the membrane must be overlaid with approved insulation board. Fill all voids in the immediate substrate greater than 1/4-inch with approved insulation.

14. Remove all traces of water from work surfaces (water, snow, frost and/or ice, condensation, etc.) prior to installing EPDM Fully Adhered Systems.

15. Interior roof drain piping shall be fully insulated against sound and condensation build-up per IBC and regional & industry standards.

16. All thru-wall scuppers to be fully adhered and blocked for nailing and other fastenings to face wall. Provide all waterproof fasteners and flashings and follow all scupper manufacturer's instructions and recommendations and Local Building Code & industry standards for proper installation.

17. Clean the work area and remove all scrap and excess materials from the site. Leave drains clean, and free of debris. Repair or replace defective work as directed by the Owner.

18. Provide for maintenance of this work for one year following final acceptance by Owner. Maintenance includes all work required in manufacturer's instructions including inspection, adjustment, and repair and replacement of parts as required.

C. SEALANTS:

1. Provide sealants and related materials as manufactured by Tremco or equal. Provide General Contractor with sealants of the highest quality to be approved for installation. Deliver compounds in sealed, labeled containers.

2. Construct vertical and horizontal joints at locations and sizes shown in the Drawings. Clean and prepare work surfaces strictly as instructed by the sealant manufacturer. Clean debris from movement joints prior to application of backing and sealant.

3. All materials shall be delivered to the site in packages bearing the manufacturer's label and identifying mark.

6. Have on hand and ready for installation in coordination with roofing, all accessories such as skylights, hatches, relief vents, expansion joints, cant strips, flashings, copings, drip edges, scuppers, sealants etc.

B. INSULATION:

1. Provide insulation as indicated on the drawings or inferable where from. The insulation work includes, but is not limited to: thermal batt, cellulose, closed or open cell foam insulation (as indicated on drawings) in exterior walls, sufficient to permanently prevent leakage, damage, or deterioration of the work. Form work to fit substrates. Comply with all material manufacturer instructions and recommendations. Form exposed sheet metal work without oil-canning, buckling and tool marks. Use tie and levels as indicated, with exposed edges folded back to form hems.

2. Wherever flashing & sheet metal is to be provided as an accessory to a manufactured system, comply with all system manufacturer's requirements & recommendations and Industry Standards.

3. Provide tapes, fastenings, and other related materials as instructed by insulation manufacturer. Install insulation materials in accordance with manufacturer's recommendations. Fill cavities completely and tape joints between joints and framing with dry packing.

4. Flashing and sheet metal shall be provided at locations including, but not limited to the following: parapet caps, chimney caps, roof penetrations, edge conditions, material transitions, window & door head/jamb/thresholds, gutters/scuppers/drains, structural masonrylintels and masonry wall terminations at foundations.

5. Unless noted otherwise on drawings, gauges and standards for flashing materials shall be: Aluminum: 20 gauge dry 3003 clear anodized aluminum, ASTM B209, PVC: 30 mil. Sheet.

6. Provide flashing connections and fabrications as detailed on drawings and approved samples. Keep dissimilar metals well separated to avoid corrosion. Lap and lock seams: solder seam joints where necessary to guarantee water tightness. Install flashing inserts in walls deeply as openings and take care to insulate electrical outlets in exterior walls & interior sound partitions

7. Avoid the possibility of galvanic action between dissimilar metals. Provide compatible metals or separators as required.

8. All exposed metal flashings shall be 22 gauge, minimum.

9. Lap all joints 4" minimum. Install flashings for consistent straight edge where exposed. All finish assemblies shall be free from dents, oil canning, scratches or other defects.

10. Keep number of joints to a minimum by consistently using maximum length material, no joints if and when possible, is expected. Install tight joints without gaps.

11. For roof flashings, use the embossed edging flashing within roofing membrane as detailed (coordinate with roofing contractor). Apply additional piles of felt as detailed and as per manufacturer's instructions. Provide temporary sealant to prevent water penetration until caulking and paint exposed flashing. Cover all edges of metal laps with adhesive. Caulk all reglets.

12. All flashing coils to match that of adjacent finish materials, unless noted otherwise within these drawings. Verify with General Contractor & Architect before ordering materials.

13. Provide and install flashing, cement, and caulking for all roof accessories.

14. Clean the work area and remove all scrap and excess materials from site. Repair or replace defective work as directed by the Owner.

B. GUTTERS, SCUPPERS, ROOF DRAINS AND DOWNSPOUTS:

1. The size and number of roof drains and scuppers shall be determined to control ponding on roofs per local rainfall rates, codes and industry Standards, verify size & number with Civil Engineer. Notify Architect immediately if size & number shown on plans does not comply with these standards.

2. Install gutters, scuppers, roof drains and downspouts to provide ample support and proper drainage. Provide at least one expansion/contraction joint midway between each gutter downspout. Provide movement slip joints on downspouts. Protect building surfaces from damage from hanger and strap connectors. Provide screens, strainers, and covers, to prevent debris from accumulating in drains. Keep downspout and gutters separated from wall surfaces to avoid staining and corrosion.

3. All work conditions shall be as per manufacturer's instructions & recommendations, governing building codes and industry standards.

4. All thru-wall scuppers to be fully adhered and blocked for nailing and other fastenings to face wall. Provide all waterproof fasteners and flashings and follow all scupper manufacturer's instructions and recommendations and Local Building Code & industry standards for proper installation.

5. Clean the work area and remove all scrap and excess materials from the site. Leave drains clean, and free of debris. Repair or replace defective work as directed by the Owner.

6. Provide for maintenance of this work for one year following final acceptance by Owner. Maintenance includes all work required in manufacturer's instructions including inspection, adjustment, and repair and replacement of parts as required.

C. SEALANTS:

1. Provide sealants and related materials as manufactured by Tremco or equal. Provide General Contractor with sealants of the highest quality to be approved for installation. Deliver compounds in sealed, labeled containers.

2. Construct vertical and horizontal joints at locations and sizes shown in the Drawings. Clean and prepare work surfaces strictly as instructed by the sealant manufacturer. Clean debris from movement joints prior to application of backing and sealant.

3. All materials shall be delivered to the site in packages bearing the manufacturer's label and identifying mark.

4. Apply materials strictly as instructed by the sealant manufacturer.

5. All sealant colors to match adjacent finish materials. Sample sealant colors to be provided to General Contractor & Architect prior to ordering and installation.

6. Use only a primers approved by the sealant manufacturer. Apply exactly as instructed by the primer manufacturer.

7. Use only a bond breaker approved or manufactured by the sealant manufacturer. Apply exactly as instructed by the primer manufacturer.

8. Apply strictly as per instructions of the manufacturer. Apply under pressure to be required to completely fill the joints. Carefully mask around joints where sealant might discolor or stain finish surfaces. Tool joints to a smooth, consistent profile.

9. Remove masking immediately after joints are tooled. Clean adjacent surfaces as instructed by the sealant manufacturer. Remove all debris and empty containers from the job site.

10. Provide owner with all warranties upon completion of work.

08 DOORS AND WINDOWS

A. DOORS:

1. Provide and install metal and wood doors and frames where shown on the Drawings and as specified herein.

2. Door and frame types and sizes shall be as per the drawings see door types, door schedule and hardware schedule prior to ordering. All exterior doors to be completely weather-stripped with mortise-type as manufactured by door company or "Permkro" or equal. All exterior doors to be provided with Aluminum, clear anodized threshold and weather-strip.

3. Provide experienced, well-trained workers competent to complete the work as specified.

4. All materials shall be delivered to the site in packages bearing the manufacturer's label and identifying mark.

5. Unless approved by the Owner, provide all related products and accessories from one manufacturer.

6. Comply with standards of the Architectural Woodwork Institute for the grades specified. Verify that factory preparation and pre-fitting follow required hardware templates. Hollow-core doors must have core construction as required to receive finish hardware. Provide door glazing with stops as required.

7. Provide all materials required to complete the work as shown on Drawings and specified herein. Deliver and transport materials as directed by the General Contractor for replacing windows for non-compliance will be paid by the Contractor.

14. After installation, protect all materials from physical and chemical damage. Provide undetectable repairs to damaged materials or finishes.

D. HARDWARE:

Owner:

PharmaCann, LLC
1140 Lake Street, Suite 304
Oak Park, IL 60301

Phone: (708) 919-5641

Fax: (904)369-8283

Email: contact@pharmacannis.com

5. Architect Shall be notified immediately (prior to submitting bid & construction) if any of the conditions shown within these drawings does not meet the requirements as set forth by the owner, elevator manufacturer, elevator contractor and all local & federal codes.
6. Install elevator and all components in strict accordance with manufacturer's instructions & recommendations and all governing Building Codes, Industry Standards and Regulations.
7. All work and materials shall conform to the requirements of the American Standard Safety Code for Elevators, the Illinois Accessibility Code and all local, state and federal code requirements & regulations.
8. Provide fire-stops, sealants and collars as required and as indicated in manufacturer's instructions & recommendations and all governing local, state and federal code requirements & regulations.

9. Elevator contractor/installer shall coordinate all work with the General Contractor and all other effected trade contractors.
10. Elevator contractor/installer shall pay for and obtain all necessary permits & inspections as required and make all tests as called for by the regulations of all governing authorities.
11. Elevator contractor/installer shall make all necessary final adjustments within a time agreed to and/or as specified by the owner & General Contractor after the completion of the work.
12. Upon completion of work, clean the work area and remove all scrap and excess materials from the site. Allow convenient access for the inspection of work and repair or replace defective work as directed by the General Contractor.
13. Provide Owner with product warranties at the completion of the job.

011 PLUMBING & MECHANICAL (HVAC)

PLUMBING:

1. All plumbing work to be performed on a Design/Build basis. In such cases the design/build contractor shall be solely responsible for the complete design, engineering and installation of such systems and equipment and shall warranty to the owner that such work adequately meet the needs and requirements of the Owner and of the project as planned and its intended uses as well as comply with all applicable codes, ordinances, governing regulations and industry standards of performance. Refer to 01- General Notes, items 7 & 8 for further information regarding Design/Build requirements. Plumbing Design/Builder shall review entire document set prepared by others.
2. Refer to plumbing drawings, prepared by Plumbing Design/Builder for plumbing notes, specifications, piping plans and riser diagrams.
3. Plumbing Design/Builder shall refer to these drawings at all times to make certain his/her drawings, notes, specifications and work conforms with the Owner's & Architect's Intent. Plumbing Design/Builder to refer to plumbing future schedule contained within these drawings while preparing his/her drawings, notes and specifications. Notify Architect immediately with any discrepancies and/or problems.

MECHANICAL (HVAC):

1. All HVAC work to be performed on a Design/Build basis. In such cases the design/build contractor shall be solely responsible for the complete design, engineering and installation of such systems and equipment and shall warranty to the owner that such work adequately meet the needs and requirements of the Owner and of the project as planned and its intended uses as well as comply with all applicable codes, ordinances, governing regulations and industry standards of performance. Refer to 01- General Notes, items 7 & 8 for further information regarding Design/Build requirements. HVAC Design/Builder shall review entire document set prepared by others.
2. Refer to mechanical drawings, prepared by HVAC Design/Builder for HVAC notes, specifications, duct plans, riser diagrams and mechanical equipment schedules.
3. HVAC Design/Builder shall refer to these drawings at all times to make certain his/her drawings, notes, specifications and work conforms with the Owner's & Architect's Intent. Notify Architect immediately with any discrepancies and/or problems.

012 ELECTRICAL

GENERAL:

1. All electrical work to be performed on a Design/Build basis. In such cases the design/build contractor shall be solely responsible for the complete design, engineering and installation of such systems and equipment and shall warranty to the owner that such work adequately meet the needs and requirements of the Owner and of the project as planned and its intended uses as well as comply with all applicable codes, ordinances, governing regulations and industry standards of performance. Refer to 01- General Notes, items 7 & 8 for further information regarding Design/Build requirements. Electrical Design/Builder shall review entire document set prepared by others.
2. Refer to electrical items, prepared by Electrical Design/Builder for electrical notes, specifications, riser diagrams and load calculations.
3. Electrical Design/Builder shall refer to these drawings at all times to make certain his/her drawings, notes, specifications and work conforms with the Owner's & Architect's Intent. Electrical Design/Builder to refer to electric fixture layout & electric fixtures list contained within these drawings while preparing his/her drawings, notes and specifications. Notify Architect immediately with any discrepancies and/or problems.

12. Prepare and clean working surfaces as per paint manufacturer's instructions. Remove or protect items attached to work surfaces which are not to be painted. After painting in each area, reinstall removed items using workers competent in all local & federal codes. Fully protect adjacent or related work that might be marred by painting. Remove oil and grease with clean cloths. Cleaning must not contaminate adjacent freshly-painted surfaces. Cleaning solvent must meet safety standards of governing building and safety codes.
13. Clean wood of dirt, oil, and any other material that may interfere with painting. Sand exposed wood to smooth uniform surface. Do not paint wood having moisture content of 12% or higher. Measure moisture content of wood with an approved moisture meter.
14. Clean metal of dirt, oil, and any other material that might interfere with painting. Clean and etch galvanized metal with phosphoric acid as required for painting.
15. Touch up and repair any damaged shop-applied prime coats. Touch up bare areas prior to start of finish coat application. Finish coat materials must be compatible with prime coats. Do not allow paint gaps or overlaps at edges of hardware, fixtures, or trim.
16. Mix and apply materials strictly as per manufacturer's instructions. Apply paint to thoroughly cover undercoat, and do not allow show-through, lap or brush marks or any other defects. Vary the hue of succeeding coats slightly to clearly show coats are applied as required. Sand defects smooth between coats. Defects are defined as irregularities visible to the unaided eye at a five-foot distance.
17. Keep approved samples on hand for comparison with work.
18. Allow drying time between coats as instructed by the paint manufacturer. Work and smooth out brush coats onto surface in an even film. Where spraying, apply each coat to provide the hiding equivalent of brush coats. Do not double back with spray equipment to build up film thickness of two coats in one pass. Match applied work with approved samples as to texture, color, and coverage.
19. Paint ventilation registers, panels, access doors, ducts, etc. to match adjacent surfaces. Paint back sides of access panels to match exposed sides. Paint visible duct surfaces behind vents, registers, and grilles as directed by the Owner. Exposed vents: Apply two coats of heat-resistant paint.
20. Wash metal to be painted with solvent recommended by paint manufacturer. Add prime coat followed by two coats of alkyl enamel.
21. Exposed pipe and duct insulation: Apply one coat of latex on insulation which has been sized or primed under another Section. Apply two coats on such surfaces when unprimed. Remove pipe or duct bands before painting, and replace after painting.
22. Hardware: paint prime-coated hardware to match adjacent surfaces. Allow no paint to come in contact with hardware that is not to be painted.
23. Damp spaces, in both rooms, powder rooms, utility rooms, mechanical & equipment rooms and garage and all exterior painted areas shall have approved fungicide added to paints.
24. Maintain thorough dust and dirt control throughout the painting process. Thoroughly protect all surfaces that won't be painted with clean, undamaged drop cloths and masking tape. Immediately clean any spilled materials and do not allow dirt or spilled materials to be tracked in a work area or to other work areas. Allow absolutely no paint smears or splatters to remain on adjacent surfaces.
25. Upon completion of painting work, deliver to the Owner an extra stock of 10% or more of each color, type, and gloss of paint used in the work. Tightly seal and clearly label each container with notes on contents and location used.
26. Remove, refinish, or repaint work not in compliance with specified requirement. Replace or repair all non-conforming work as directed by the Owner. Do repairs and touch-ups so they are undetectable.

010- SPECIALTIES

A. FIREPLACES:

1. Provide and install all prefabricated fireplaces, non-combustible hearths, dampers, flues, chimney/flue caps, spark arrestors and all other fireplace related components necessary to complete the work as indicated on these drawings.
2. All prefabricated fireplaces, dampers, flues, chimney/flue caps and spark arrestors shall be UL Approved. Submit product data to Architect & Owner.
3. Deliver all materials to the construction site in their original, unopened packaging with labels intact and exposed.
4. Contractor shall visit the site and verify that the job conditions are satisfactory for his work. Verify with General Contractor that the items within the walls and chimney chase for the work have been installed. Notify General Contractor of all problems immediately.
5. Install fireplace and all components in strict accordance with manufacturer's instructions & recommendations and Local Building Codes & Standards.
6. Provide fire-stops, sealants and collars as required and as indicated in manufacturer's instructions and recommendations.
7. Coordinate all work with other trades and General Contractor.
8. Upon completion, clean the work area and remove all scrap and excess materials from the site. Allow convenient access for inspection of work and repair or replace defective work as directed by the General Contractor.
9. Provide Owner with product warranties at the completion of the job.

B. ELEVATORS:

1. Provide and install elevator cab, hoist-way beam, controls, motors, pumps, panels and all other elevator related components necessary to complete the work as indicated on drawings and to have a fully functional elevator system.
2. Deliver all materials to the construction site in their original, unopened packaging with all labels intact and exposed.
3. Contractor shall visit the site and verify that the job conditions are satisfactory for his/her work. Verify with General Contractor that the hoist-way & hoist-way beam, overrun, machine room, door openings, pit & sump and electrical requirements for the work have been properly supplied & installed. Notify the General Contractor immediately with a written list of all problems.
4. General Contractor shall verify all area, dimension, ventilation, drainage, electrical power and sump pump requirements with elevator manufacturer & contractor and coordinate these items & requirements with all effected subcontractor and trades during bidding prior & during construction.

- C. **TILE:**
 1. Following selection of tile by the Owner & Architect, submit samples for the Owner's & Architect's review. Provide samples of each material. Samples shall be approximately 12" x 12" in size. Do not order materials until samples are approved at the job site.
 2. Tile shall comply with Tile Council of America Specification 137.1 "Handbook for Ceramic & Stone Tile Installation." Colors, textures, and patterns will be as selected by the Owner & Architect from manufacturer's samples. Delivered tile shall match samples approved by the Owner.
 3. Floor tile shall have coefficient of friction not less than 0.50 as per ASTM F489, ASTM F609. Floor tile as per National Bureau of Technical notes 805.
 4. Grout color shall be as selected the Owner & Architect.
 5. Adhesive, sealant, and grout as per applicable trade standards and tile manufacturer's instructions, delivered in new unopened containers, with correct color additives.
 6. Install waterproofing and backing that will absolutely block water leakage. All waterproofing and backing must be as per manufacturer's instructions.
 7. Prepare floors for tiling so the finish floor will be either perfectly level or slope properly to drains.
 8. Set layout start points to achieve tile patterning that is symmetrical and complete.
 9. Tile must be installed as a complete, uninterupted covering. Extend tile into recesses and under and behind future equipment or fixtures. Terminate tile neatly at edges, obstructions, or penetrations of other work.
 10. Lay tile in standard grid unless shown otherwise on Drawings or directed by the General Contractor. Align joints of adjoining same size tiles on floor, base, walls, and trim. In tile layout, center tile fields both directions on each floor or wall area. Joint widths must be consistent and uniform.
 11. Perfectly match tile pieces with other tile work. Apply tile surface smoothly and free of irregularities, humps, or dips. Install the joints straight, level horizontally, aligned and exact vertically. Make tile cuts uniform and not smaller than half a tile.
 12. Complete grouted or thin-set adhesion so no tiles can be pulled loose.
 13. Completely protect finished tile, and allow no damage to the work.
 14. Use cleaning solutions and materials as per manufacturer's instructions. Wash tile surfaces with clean water before and after cleaning. Remove excess corrosive cleaning solutions from site, do not empty into building drains.
 15. Repair and replace defective work. Reject tiles and replace if chipped, scratched, loose, or misaligned. Repair or replace all defective and non-conforming work as directed by the Owner. Make repairs undetectable.
 16. Install floor tiles on "Dur-rock" (cementitious board) or equal as approved by Architect.

D. CARPET:

1. Following selection of carpet by the Owner & Architect, submit samples for the Owner's & Architect's review. Samples shall be approximately 12" x 12" in size. Do not order materials until samples are approved and available at job site.
2. Verify existing conditions in field. Provide & install all necessary surface preparations as required for installation of finish product.
3. Submit seaming diagram to Architect for review prior to installation of work.
4. Submit all edge trim specifications and/or details to Architect for review prior to installation of work.
5. Install carpet, pad, edge trim, tack strips, underlayments, etc. per Industry Standards. Carpet & pad to comply with all local building codes, required flame spread and smoke ratings.
6. Clean and vacuum all surfaces to be covered with carpet & pad to remove all dust and dirt prior to installation.
7. Provide carpet in maximum sized rolls to minimize joints. Construct all joints per manufacturer's instructions & recommendations and industry Standards.
8. Repair defects in materials and workmanship at once without cost to the Owner. Defects shall include, but not be limited to the following: material damage, delamination or fraying, lack of bond to subfloor or tack slings, spaces between matted carpet materials, stains or color variations exceeding manufacturer's tolerances, ripples, kinks or other inconsistencies in the carpet finish.
9. Remove all excess materials and debris from site periodically to prevent build-up.
10. Vacuum and clean carpet at the time of substantial completion. Provide protective surface over carpet where other work must progress following carpet installation.
11. Warranty period is (2) years from the date of completion for the materials and workmanship. Provide Owner with all warranties upon completion.

E. PAINTING:

1. Following selection of colors by the Owner & Architect, submit color samples for the Owner's & Architect's review. Provide samples of each color and gloss for each material. Samples shall be on the material the finish is specified to be applied. Samples shall be approximately 12" x 12" in size. Do not start finish painting until samples are approved and available at job site.
2. Strictly follow paint manufacturer's requirements as to temperature, humidity, and condition of work surfaces. Provide all materials and tools required for the work.
3. Provide all materials and clean tools required for the work.
4. Clean and prepare primed surfaces in compliance with the instructions of the manufacturer of the finish material.
5. Provide a minimum of one primer coat (primer shall be tinted to relate to final color) and two finish coats for all painted surfaces, unless noted otherwise. Additional finish coats may be required, at certain locations, and shall be applied as required at no additional cost to the Owner.
6. Do not paint over labels, factory finished metals, door hardware, HVAC registers & louvered vents, electrical fixtures, equipment and appliances, unless instructed to do so.
7. All gypsum board surfaces shall be primed and painted except where ceramic & stone tile and wall covering fabric is specified.
8. Paint all hollow metal and solid-core wood doors with semi-gloss alkyl enamel. Verify selections with finish schedule and paint notes contained within these drawings.
9. All coat closet and linen closet medium density fiberboard shelves (iberface Grade 1) shall be painted with oil based paint finish, unless noted otherwise.
10. Verify all paint selections with finish schedule and paint notes contained within these drawings and with Owner & Architect prior to ordering and painting.
11. Maintain a proper work environment, dry, clean, well ventilated, free of airborne construction dust, well-lighted, in temperature and humidity ranges required by paint manufacturer. Keep humidity low enough to prevent moisture condensation on work surfaces. Never apply paint to damp or went surfaces.

7. General Contractor and all Sun-Contractors shall verify all finishes, materials, fixtures and colors with Owner & Architect prior to ordering materials and work.
8. All materials shall be delivered to the site in packages bearing the manufacturer's label and identifying mark.
9. Deliver, store, and transport materials to avoid damage to the product or to any other work. Return any products or materials delivered in a damaged or unsatisfactory condition. Materials and products delivered will be certified by the manufacturer to be as specified.
10. Confirm there are no conflicts between this work and work of other trades. Confirm that work of other trades that must precede this work has been completed. Meet all requirements to secure any applicable warranty.

A. DRYWALL:

1. Provide all labor and materials necessary to complete the work in accordance with all codes and governing ordinances.
2. Comply with the recommendations of the Gypsum Construction Handbook, published by USG Corporation, latest edition, for methods of installation of gypsum board drywall systems.
3. All wall board shall be gypsum wallboard manufactured by: USG Corporation, Type "X", or Equal. Refer to construction types provided in these drawings for additional information regarding wall board specifications, specifications there take precedence.
4. Provide boards in 12 foot lengths to minimize construction joints.
5. Gypsum wallboard shall be as per Federal Specification SS-1-300, in 48" widths.
6. Use types and thicknesses specified below except where shown otherwise in the Drawings.
 - a. Standard Wallboard: Type "X", 5/8" thick.
 - b. Water-resistant wallboard: Type "X", 5/8" thick.
7. Provide water-resistant wall board, walls and ceiling, in all bathrooms, powder rooms, laundry rooms, mechanical rooms with water heaters and other utility rooms with water handling systems. Provide 1/2" thick "Dur-rock" panels in lieu of water-resistant wall board at all tub and shower enclosures (walls & ceiling). Verify all these locations with General Contractor in field prior to installation. Drywall Contractor will be required to replace wall board and "Dur-rock" panels at his/her own cost if installed in wrong locations.
8. Fasteners: For gypsum wallboard attached to wood: 1-1/4" type W bugle-head screws.
9. Preparation and coordination: Install blocking and backups to support all edges of wallboard. Verify that wood framing to receive wallboard is dry and not subject to shrinkage.
10. Provide additional supports, brackets, ties and framing as recommended or required for proper installation and rigid assembly. Coordinate with other trades and General Contractor for the installation of additional supports.
11. Provide metal corner reinforcement trim at all outside corner conditions. Trim shall be USG-Dur-a-Bead or equal.
12. Provide gypsum board edge trim, USG-801-A at exposed edges of all non-full height gypsum board partitions except where top of wall has gypsum board finish.
13. Casing beads: Channel-shapes with exposed wing, and concealed wing not less than 7/8" wide.
14. Corner beads: Angle shapes with wings not less than 7/8" wide. Perforated for nailing and joint treatment. Or use paper/metal combination bead suitable for joint treatment.
15. Edge beads at ceiling perimeter: Angle shapes with wings 3/4" wide minimum. Conceal check to wing perforated for nailing, exposed wing edge folded flat.
16. Finish drywall joints and conceal all fasteners using USG "Perf-A-Tape" system or equal. Apply finish compound, sand and repeat as needed to completely conceal all joints and fasteners.
17. Provide continuous bead of approved sound sealant at partition penetrations including electrical openings.
18. For walls and ceilings: Hold wallboard 3/8 inch to 1/2 inch up from floor. Install wall panels horizontally unless otherwise required. Stagger panel joints vertically.
19. Thoroughly seal penetrations in fire-rated walls. Box in recesses in fire-rated walls. Make cutouts for electrical outlets, switch boxes, pipe, etc., tightly to size.
20. Taping and spackling must follow applicable trade standards and manufacturer's instructions throughout. Keep temperature above specified minimum (usually 55 degrees).
21. Joint treatment must follow applicable trade standards and manufacturer's instructions throughout. Gypsum wall board must fit completely snugly against supporting framework. Joint work shall be at a minimum of 55 degrees F. for 24 hours prior to work.
22. Clean all surfaces and leave ready for paint. Remove all excess materials and debris from site.
23. Don't allow tracking of gypsum and finishing compounds onto floor surfaces. At completion of each segment of work in a room, clean thoroughly and remove all debris. Frequently remove all debris from site. Make a final check to determine that there are no penetrations through fire-rated walls.
24. Redcheck work for necessary repairs that may be required before painting or other added work. Complete repairs as directed by the Owner.

B. WOOD FLOORING:

1. Following selection of hardwood flooring & finish by the Owner & Architect, submit samples for the Owner's & Architect's review. Samples shall be approximately 12" x 12" in size. Do not order materials until samples are approved and available at job site.
2. Wood strip flooring as scheduled. Tongue and groove, end matched. "Prime" grade. Reject warped or bent material. Install per flooring manufacturer's instructions.
3. Nails, screws, other fastenings, as per flooring manufacturer's instructions. Ring-shank flooring nails must be long enough to securely attach the flooring to substrate. Nails must not split the flooring.
4. Protection and coordination: Store wood flooring materials in dry, protected work space 72 hours prior to installation. Confirm Drawings and specifications with subcontractor.
5. Construct joints within tolerances required by flooring manufacturer. Do not allow end joints to occur side by side; separate by at least two strips. Do not damage tongues and grooves before or during application. Use small or varied strips sparingly and never near one another. Provide expansion joint space at all walls (1/4 inch min).
6. Keep work area thoroughly clean. Clear all nails away and remove all scrap.
7. Sand promptly after installation and cleaning. Sand consistently smooth without lumps, depressions, or burns. Schedule sanding to avoid contaminating other work. Thoroughly vacuum away all sanding dust.
8. Apply final finish immediately after sanding and cleaning as per manufacturer's instructions.
9. Cover and protect floor surfaces from foot traffic, weather intrusion, and other construction work.
10. Repair or replace defective work as directed by the General Contractor. Make repairs undetectable.

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2014-04-05 Issued For Check License Approval
2015-06-20 Issued For Owner Review + Approval
Date Description

PharmaCann Dispensary-Bronx
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100 & Travel Distance Plan

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001 # Project Number Sheet of

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2015-06-05 10/15 For Check License Approval
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Date Description

PharmaCann Dispensary

Unit-in Prototypes Plans and levations

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001 # Project Number Sheet of

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2016 Sheet 1 of 7

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FLOOR VD STATION ID TAG

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2018 Sheet 4 of 7

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505 - Mail for State License Approval
500 - Mail for Other Product Approval
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Total Sheet 1 of 7

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2018-06-05 Rev'd for State License Approval
2018-06-05 Rev'd for State License Approval
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600 - Bill of Materials Approval
600 - Bill of Materials Approval
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NOTIFICATIONS
SHEET # 1

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2018-06-05 Rev'd for State License Approval
2018-06-05 Rev'd for Owner Review Approval
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SECURITY SYMBOLS
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Contract

1408-05
Number **SC001.00**

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2016-06-01 Rev'd for Class License Approval
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Date Description
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PharmaCann Dispensary-Bronx
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ISSUE
GROUND FLOOR
CURTAIN PLAN

PROJECT

SC101.00
Number

Sheet #1 of 1

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PharmaCann Dispensary-Bronx
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SECURITY
DETAILS SHEET # 1

5406-05
Number **SC401.00**

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SECURITY SYMBOLS
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Date Description

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ISSUES
SECURITY
SPECIFICATIONS

Project

SCA02
Number

SCA002.00

Rev. 2/24 02/2013

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2016-06-05 Rev'd for Class A Review Approved
2016-06-05 Rev'd for Class B Review Approved
Date Description

PharmaCann Dispensary-Bronx
Oak Point Ave, Bronx, New York 10474

ISSUES
SECURITY
EQUIPMENT LIST / BID FORM

Project

SCA03-05
Number

SCA003.00

LORAMO TAL SMA
ARCHITECTURE

118th Ave. #220
c/o L. 6942
Brooklyn, NY 11230
www.loramo.com

Manufactured

merz
PharmaCann, LLC
10 Lake Street, Suite 304
Oak Park, IL 60301

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2016/06/05 Rev'd for Class License Approval
2016/06/05 Rev'd for Class License Approval
Date Description

PharmaCann Dispensary-Bronx
Oak Point Ave, Bronx, New York 10474

GROUND FLOOR
SECURITY PLAN

Sheet

SCA101.00
Number

Sheet 1 of 1

LORAMO TAL SMA
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2016-06-08 Rev'd for State License Approval
2016-06-08 Rev'd for Owner Review Approval
Date Description

PharmaCann Dispensary-Bronx
Oak Point Ave, Bronx, New York 10474

SECURITY
DETAILS SHEET # 1

Project

Number: **SCA401.00**

PHARMACANN - LIVERPOOL

642 OLD LIVERPOOL ROAD, LIVERPOOL, NY 13088

DISPENSARY FACILITY PLANS + SPECIFICATIONS (INTERIOR BUILD-OUT)

STATE OF NEW YORK MEDICAL MARIJUANA DISPENSARY LICENSE APPROVAL SET JUNE 5, 2015

ABBREVIATIONS

AC	Air Conditioning	Lav	Lavatory
Add	Additional	Lev	Level
Adj	Adjacent	LH	Left Hand
AD	Area Drain	LL	Lower Level
AFF	Above Finish Floor	LP	Low Point
AFG	Above Finish Grade	LJV	Light & Vent
Alum	Aluminum	Mezz	Mezzanine
Alt	Alternate	Matl	Material
Approx	Approximate(ly)	Max	Maximum
Arch	Architect(ural)	Mech	Mechanical
Act	Acoustical Ceiling Tile	MDF	Medium Density Fiberboard
@	At	Mfr	Manufacturer
Ang	Angle	Min	Minimum
Bd	Board	Misc	Miscellaneous
Bwn	Between	MO	Masonry Opening
Blgd	Building	Mntd	Mounted
Bk	Blocking	MT	Metal
B'	Bottom of	NC	Non-Combustible
Brg	Bearing	NIC	Not In Contact
BZ	Bronze	NR	Not Required
Bsmnt	Basement	No	Number
C/C	Center-to-Center	Nom	Nominal
CJ	Cast Iron	NTS	Not To Scale
Cl	Control joint	OC	On Center
Cls	Closet	OFCl	Owner Furnished Contractor Installed
CL	Center Line	Oprg	Opening
Cg	Ceiling	Opp	Opposite
Clr Oprg	Clear Opening	Partn	Partition
CMU	Concrete Masonry Unit	Perp	Perpendicular
Col	Column	Pwd	Plywood
Conc	Concrete	Pol	Polished
Const	Construction	Panel	Panel
Cont	Continuous	Pr	Pair
Corr	Corridor	PL	Plastic Laminate
CPT	Carpet	Prfab	Prefabricated
CT	Ceramic Tile	PS	Plumbing Stack
Center	Center	PSF	Pounds Per Square Foot
Dbl	Double	PSI	Pounds Per Square Inch
Dia	Diameter	PI	Point
Dim	Dimension	Plt	Painted
DS	Down Spout	PVC	Polyvinyl Chloride
DN	Down	QT	Quarry Tile
DW	Detail	Qty	Quantity
Dish	Dishwasher	R	Riser
Dwg	Drawing	Rdus	Radius
Eq	Each	RD	Roof Drain
EC	Exposed Construction	Ref	Reference
EJ	Exhaust	Refr	Refrigerator
EJ	Expansion Joint	Reinf	Reinforced
EL	Elevation	Reqd	Required
Elect	Electric	Rev	Revise
Eq	Equal	RH	Right Hand
Equip	Equipment	Rm	Room
EWC	Electric Water Cooler	RO	Rough Opening
Existg	Existing	Rd & Shelf	Road & Shelf
Exp	Exposed	Sched	Scheduled
Expd	Expanded	Sect	Section
Exi	Exterior	SE	Sealed Ejector
FA	Fire Alarm	Sh	Sheet
FD	Floor Drain	Sim	Similar
FDVC	Fire Dept. Valve Cabinet	SC	Solid Core
FE	Fire Extinguisher	SP	Sump Pump
FF	Finish Floor	Spec	Specification
Fin	Finish	SS	Stainless Steel
FR	Fire Retardant	ST	Stone Tile
FP	Fireplace	STC	Sound Transmission Coefficient
FPHB	Frost Proof Hose Bibb	Stl	Steel
Fr	Floor	Stor	Storage
Fi	Foot	Std	Standard
Fig	Footing	Struct	Structural
Ga	Gauge	Susp	Suspended
Galv	Galvanized	T	Tread
GC	General Contractor	TBD	To Be Determined
GL	Glass	Tel	Telephone
GB	Gypsum Board	Tempd	Tempered
Gyp	Gypsum	T&G	Tongue & Grooved
Hdw	Hardware	Thk	Thickness
HC	Hollow Core	TJ	Top of
HMT	Hollow metal	Typ	Typical
Horiz	Horizontal	UNO	Unless Noted Otherwise
HP	High Point	Var	Varies
Hr	Hour	VCT	Vinyl Composite Tile
HR	Height	Vent	Vertical
HVAC	Heating Ventilation Air Conditioning	Vest	Vestibule
In	Inch	VIF	Verify In Field
Incl	Included	W	With
Info	Information	W/O	Without
Insul	Insulation	WC	Water Closet
Int	Interior	Wood	Wood
JC	Janitor Closet	WH	Water Heater
JT	Joint	Wdw	Window
Lam	Laminated	WT	Weight
Lav	Lavatory	WWF	Welded Wire Fabric

MATERIALS

	Aluminum
	Brick
	Cmu
	Concrete
	Drywall
	Earth
	Gasket or Fireproofing
	Glass - Elevation
	Grate
	Gravel
	Insulation - Batt
	Insulation - Rigid
	OSB
	Plywood
	Sand
	Steel
	Stone - Granite
	Wood - Finished
	Wood - Blocking

GENERAL NOTES

- Conditions of AIA Document A201 shall govern, unless noted otherwise.
- All work shall comply with applicable federal, state and City laws and municipal ordinances including (but not limited to) the Village of Liverpool, NY and the regulations of the National Board of Fire Underwriters. All work shall also comply with the requirements of the American With Disabilities Act Accessibility Guidelines.
- All references to codes, specifications and standards referred to in the specifications and on the drawings shall mean the latest edition, amendment or revision of such reference standard in effect as of the date of the contract documents.
- All doors used in connection with exits shall be so arranged as to be readily opened without the use of a key from the side from which egress is made.
- The Contractor and Subcontractors shall visit the site and become familiar with the existing conditions and the extent of the work before submitting a proposal. All potential conflicts shall be reported to the Architect. Correction of the drawings is to be included in the work and the proposal.
- Failure to examine the site and determine existing conditions or nature of new construction, or nature and extent of work to be performed by other trades, will not be considered a basis for granting of additional compensation.
- In case of conflict between drawings and specifications or within either document, the better quality or greater quantity of work shall be provided.
- The Contractor and Subcontractors shall verify all dimensions and conditions shown on the drawings at the site, and shall notify the Architect of any discrepancies, omissions and/or conflicts before proceeding with the work. Do not scale the drawings; dimensions shall govern. Large scale details shall govern over small scale. The Contractor and Subcontractors shall field verify all dimensions and existing conditions.
- The General Contractor shall coordinate the delivery and proper storage of building materials and equipment on the site to avoid overloading of existing floor or impeding the completion of the work. Materials and equipment are to be properly dispersed over the existing and/or new beams between existing and/or new columns.
- Where new work adjoins existing, such new work shall be properly integrated with the existing to insure uniform appearance. Any new work required in existing work shall be patched and finished as required to match the new work. The Contractor shall do all necessary cutting, fitting, and patching. He/She shall furnish all necessary labor and materials for this work, whether or not shown and/or specified.
- All new walls shall align and be level with existing adjacent walls and conditions unless noted otherwise.
- All partition penetrations shall be sealed to provide the fire resistance required as noted on the drawings or as required by the applicable Federal, state and local codes.
- Obtain manufacturer's names, labels and designations from exposed faces on all accessories, glass, etc.
- The Contractor shall keep accurate records of all concealed work that differs from contract drawings so that accurate record drawings can be kept.
- Provide record drawings and pictures furnished by General Contractor for distribution to Architect and Owner.
- All work shall be warranted for a period of one year from the date of substantial completion or issuance of Certificate of Occupancy as outlined by the General Contractor.
- The Contractor shall submit all MEP and structural shop drawings to the Architect for distribution to the MEP and structural engineers. The Architect will review the shop drawings only with regard to general compliance and design intent with the information given in the contract documents.
- Provide shop drawings, catalog cuts, samples and data for all necessary work as required for Architect's review prior to commencement of work.
- All work shall be of the highest quality following the contract documents, manufacturer's specifications and recommendations, and the best accepted trade practices and standards.
- Drawings are to be issued to the subcontractors in complete sets so they will know all the architectural and engineering details affecting their work.
- The Contractor shall make arrangements with the Owner or Owner's Rep. to tour the existing building and site to familiarize themselves with the scope of the existing conditions and the policies and procedures to be followed by contractors performing work in the building and on the site.
- The Owner and Subcontractors shall in effect be in charge of all work and permits associated with the contract. The Owner and Subcontractors shall apply, secure and pay for all necessary permits and inspections.
- The Contractor shall make provisions for protecting all existing and new work during demolition and construction.
- All contractors shall be responsible for supplying the general contractor with items required for permit for their portions of work: electrical permit application & load calculations, riser diagrams, refrigeration permit application, wrecking permit application, letters of work intent, insurance certificates, license No. & information, etc.
- All contractors shall warrant to the owner that all materials and equipment furnished under their control shall be new, unless noted otherwise and that all work & workmanship will be of good quality and free from faults & defects. All work & materials shall be guaranteed for a minimum of one year from the date of final completion and acceptance of the owner.
- All manufactured equipment & materials shall be installed in strict accordance with the manufacturer's printed instructions and recommendations.
- All contractors shall submit product data, shop drawings, samples and all other miscellaneous submittals as required for specific items of work as identified within these drawings. Submit all submittals to provide sufficient lead time and to avoid delays in work. Provide Architect & Owner (10) work days to review and comment on submittals.
- Substitutions of products, materials & methods of construction in place of those described within these documents must be made either by addendum during bidding or change order after signature of contract. Requirements of substitution are as follows:
 - Provide documentation for each proposed substitution in the form of product data, drawings, dimensions, or any other information deemed necessary by the Architect & Owner to evaluate how the proposed substitution will affect the design & work.
 - Provide documentation in the form of a proposal illustration how substitution will affect contract sum and/or contract time.
 - Substitution shall be approved only by issuance of an addendum or change order.
- All contractors are responsible for repairing, patching, caulking and painting of any damaged portion of work caused by their work. All repairs shall be made with the same quality materials and workmanship as the original work and shall not be visible when completed.
- All contractors are responsible for clearing their own construction debris and related debris caused by their work. All contractors not clearing the job site on a daily basis will be back charged \$500 or 1.5 times the general contractor cost for clean-up per incident per day, no exceptions.
- The site and premises shall be kept clean and hazard free.
- All contractors shall review entire drawing set to avoid interferences with other trades work. Report any and all discrepancies and potential interferences with other trades work to Architect in writing, immediately.
- All contractors are required to review the entire drawing set and the project specifications/sheets for further project requirements.
- The Contractor shall verify insurance requirements with the Owner and/or Owner's Rep. and shall include as additional insured's the Owner, the Owner's Agent and the Architect for any claims stemming from the demolition & construction from any workers or visitors on the premises.

SUMMARY OF WORK

Interior Tenant Build-Out for 642 Old Liverpool Road, Liverpool, New York. Note: No change to existing building configuration, building footprint, building area or structure. Work to be limited to the interior of the building only. Work shall include but not limited to items shown below:

- Construction of new interior partitions and furring/insulation & interior finish on exterior walls.
- Installation of new electric system (connected to existing panel), including data and phone systems, thermostats, AC unit, etc.
- Installation of new HVAC system: Installation of new air handler, supply & return air ductwork.
- Installation of new plumbing, including bathrooms, water fountain and kitchenette.
- Minor work to entry door storefront system.

OWNERSHIP & DOCUMENT USE:

- These drawings, specifications and copies thereof, as instruments of service, are and shall remain the property of the Architect.
- The Owner shall be permitted to retain copies of the drawings and specifications, for information and reference in connection with Owner's use and occupancy of this project and property.
- The Owner may use these plans and specifications for third party use as reference only, for additions and alterations. No changes or additions may be made on the original drawings, specifications, or copies thereof.
- These plans and specifications are to be used with respect to the named project and not necessarily reflect any field changes. They are not to be considered verified "As Built" drawings.
- Third party users of these drawings and specifications shall verify all existing conditions before proceeding with any work and be responsible for such work.
- The use of these drawings and specifications by any Contractor, Subcontractor, Builder, Tradesmen, or Worker shall instigate a hold harmless agreement between the drawing user and the Architect.
- The user shall in fact agree to hold the Architect harmless for any responsibility in regard to construction means, methods, techniques, sequences or procedures and for any safety precautions and programs in connection with the work and further shall hold the Architect harmless for costs and problems arising from negligence of the Contractor, Subcontractor, Tradesmen or Workmen. The use of these drawings and specifications also implies that the Architect shall take no responsibility for the plan user's failure to carry out the work in accordance with the drawings or contract documents.

CODES

- 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 ENERGY CONSERVATION CONSTRUCTION CODE OF NYS
- 2012 IECC COMMERCIAL PROVISIONS
- NFPA 101-06 LIFE SAFETY CODE
- ICC/ANSI A117.1-03 ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES

ZONING DATA

Zoning District:	Planned Commercial		
Use Group:	Local Retail/Service		
Min. Lot Area:	None	REQUIRED	ACTUAL
Min. Lot Width:	None	91 ft. (exist.)	
Min. Front Yard:	None		
Min. Rear Yard:	None		
Min. Side Yard:	None		
Max. Bldg. Cover:	None	100%	

BUILDING DATA

EXISTING BUILDING:	Construction Type:	Type III-B, Noncombustible Exterior w/ Combustible Interior Construction
Occupancy Class:	Use Group:	Group B, Business Use Group M, Mercantile
Height & Area Limits:	Group B:	(4) Stories, 19,000 sf
Area Increases:	Group M:	(4) Stories, 12,500 sf
		N/A - Existing building
Fire Resistance Ratings, (Per Table 601 NYS CODE):	Structural Frame:	0 hr
	Bearing Walls:	Exterior: 2 hr
		Interior: 0 hr
	Non-bearing Walls:	Exterior: 0 hr
		Interior: 0 hr
	Floor Construction:	0 hr
	Roof Construction:	0 hr
Fire Occupancy Separations:	B - M:	0 hr
Exit Requirements:	Min. No. of Exits:	2 req'd, 2 provided
	Min. width of Exits:	36" req'd, 36" provided
	Swing of Doors:	Doors to swing in the direction of exit travel.
	Travel Distances:	200' req'd, <100' provided

- General Notes:**
- The building is designed to meet all applicable code requirements such that the design & construction provides accessibility to physically disabled persons per 2010 NYS ECCC and 2012 IEC requirements.
 - All facility entrances shall have concrete flat-work with brushed finish on prepared grade to pitch away from building for drainage. Slope to be less than 2% in any direction of landing per ADA requirements. All accessible entry/egress doors to have ADA door threshold, 1/2" max. beveled height, typical at all locations. Elevation of exterior stoop or landing to be 1/2" below interior floor, typical at all entry/egress doors.



Location Map

Not To Scale



Aerial Site Plan

Not To Scale

PHARMACANN ARCHITECTURE
 1786 N. ELSTON AVE. #726
 CHICAGO, ILLINOIS 60642
 INFO@PHARMACANN.COM
 NYS Company ID# 082004

CERTIFICATION:

1	Issue	2015-06-05	Issue Description	Issue Description
2	Issue	2015-06-05	Issue Description	Issue Description

1. I hereby certify that these drawings were prepared by a duly licensed professional architect under my direct supervision and to the best of my knowledge and belief comply with the requirements of the Local Building Codes of Cook County, Illinois.

PHARMACANN ARCHITECTURE
 NYS Lic. No. 082004 - 04 - 0101/2017

PROJECT NAME: PharmaCann Dispensary - Liverpool
 642 Old Liverpool Road, Liverpool, New York 13088

OWNER: PharmaCann, LLC
 1140 Lake Street, Suite 304
 Oak Park, IL 60460
 Phone: (708) 918-5641
 Fax: (708) 398-8383
 Email: contact@pharmacann.com

SHEET NO.: A-000
PRINT DATE: 2015-06-05
SHEET NAME: Cover Sheet

7. General Contractor and all Sun-Contractors shall verify all finishes, materials, fixtures and colors with Owner & Architect prior to ordering materials and work.
8. All materials shall be delivered to the site in packages bearing the manufacturer's label and identifying mark.
9. Deliver, store, and transport materials to avoid damage to the product or to any other work. Return any products or materials delivered in a damaged or unsatisfactory condition. Materials and products delivered will be certified by the manufacturer to be as specified.
10. Confirm there are no conflicts between this work and work of other trades. Confirm that work of other trades that must precede this work has been completed. Meet all requirements to secure any applicable warranty.

A. DRYWALL:

1. Provide all labor and materials necessary to complete the work in accordance with all codes and governing ordinances.
2. Comply with the recommendations of the Gypsum Construction Handbook, published by USG Corporation, latest edition, for methods of installation of gypsum board drywall systems.
3. All wall board shall be gypsum wallboard manufactured by: USG Corporation, Type "X", or Equal. Refer to construction types provided in these drawings for additional information regarding wall board specifications, specifications there take precedence.
4. Provide boards in 12 foot lengths to minimize construction joints.
5. Gypsum wallboard shall be as per Federal Specification SS1-300, in 48" widths.
6. Use types and thicknesses specified below except where shown otherwise in the Drawings.
 - a. Standard Wallboard, Type "X", 5/8" thick.
 - b. Water-resistant wallboard, Type "X", 5/8" thick.
7. Provide water-resistant wall board, walls and ceiling, in all bathrooms, powder rooms, laundry rooms, mechanical rooms with water heaters and other utility rooms with water handling systems. Provide 1/2" thick, "Durock" panels in lieu of water-resistant wall board at all tub and shower enclosures (walls & ceiling). Verify all these locations with General Contractor in field prior to installation. Drywall Contractor will be required to replace wall board and "Durock" panels at his/her own cost if installed in wrong locations.
8. Fasteners: For gypsum wallboard attached to wood: 1-1/4" type W bugle-head screws.
9. Preparation and coordination: Install blocking and backups to support all edges of wallboard. Verify that wood framing to receive wallboard is dry and not subject to shrinkage.
10. Provide additional supports, brackets, ties and framing as recommended or required for proper installation and rigid assembly. Coordinate with other trades and General Contractor for the installation of additional supports.
11. Provide metal corner reinforcement trim at all outside corner conditions. Trim shall be USG-Dur-a-Bead or equal.
12. Provide gypsum board edge trim, USG-801-A at exposed edges of all non-full height gypsum board partitions except where top of wall has gypsum board finish.
13. Casing beads: Channel-shapes with exposed wing, and concealed wing not less than 7/8" wide.
14. Corner beads: Angle shapes with wings not less than 7/8" wide. Perforated for nailing and joint treatment. Or use paper/metal combination bead suitable for joint treatment.
15. Edge beads at ceiling perimeter: Angle shapes with wings 3/4" wide minimum. Conceal check to wing perforated for nailing, exposed wing edge folded flat.
16. Finish drywall joints and conceal all fasteners using USG "Perf-A-Tape" system or equal. Apply finish compound, sand and repeat as needed to completely conceal all joints and fasteners.
17. Provide continuous bead of approved sound sealant at top & bottom of all sound rated insulated partitions and at partition penetrations including electrical openings.
18. For walls and ceilings: Hold wallboard 3/8 inch to 1/2 inch up from floor. Install wall panels horizontally unless otherwise required. Stagger panel joints vertically.
19. Thoroughly seal penetrations in fire-rated walls. Box in recesses in fire-rated walls. Make cutouts for electrical outlets, switch boxes, pipe, etc., tightly to size.
20. Taping and spackling must follow applicable trade standards and manufacturer's instructions throughout. Keep temperature above specified minimum (usually 55 degrees).
21. Joint treatment must follow applicable trade standards and manufacturer's instructions throughout. Gypsum wall board must fit completely snugly against supporting framework. Joint work shall be at a minimum of 55 degrees F. for 24 hours prior to work.
22. Clean all surfaces and leave ready for paint. Remove all excess materials and debris from site.
23. Don't allow tracking of gypsum and finishing compounds onto floor surfaces. At completion of each segment of work in a room, clean thoroughly and remove all debris. Frequently remove all debris from site. Make a final check to determine that there are no penetrations through fire-rated walls.
24. Recheck work for necessary repairs that may be required before painting or other added work. Complete repairs as directed by the Owner.

B. WOOD FLOORING:

1. Following selection of hardwood flooring & finish by the Owner & Architect, submit samples for the Owner's & Architect's review. Samples shall be approximately 12" x 12" in size. Do not order materials until samples are approved and available at job site.
2. Wood strip flooring as scheduled. Tongue and groove, end matched. "Prime" grade. Reject warped or bent material. Install per flooring manufacturer's instructions.
3. Nails, screws, other fastenings, as per flooring manufacturer's instructions. Ring-shank flooring nails must be long enough to securely attach the flooring to substrate. Nails must not split the flooring.
4. Protection and coordination: Store wood flooring materials in dry, protected work space 72 hours prior to installation. Confirm Drawings and specifications with subcontractor.
5. Construct joints within tolerances required by flooring manufacturer. Do not allow end joints to occur side by side; separate by at least two strips. Do not damage tongues and grooves before or during application. Use small or varied strips sparingly and never near one another. Provide expansion joint space at all walls (1/4 inch min).
6. Keep work area thoroughly clean. Clear all nails away and remove all scrap.
7. Sand promptly after installation and cleaning. Sand consistently smooth without lumps, depressions, or burns. Schedule sanding to avoid contaminating other work. Thoroughly vacuum away all sanding dust.
8. Apply final finish immediately after sanding and cleaning as per manufacturer's instructions.
9. Cover and protect floor surfaces from foot traffic, weather intrusion, and other construction work.
10. Repair or replace defective work as directed by the General Contractor. Make repairs undetectable.

C. TILE:

1. Following selection of tile by the Owner & Architect, submit samples for the Owner's & Architect's review. Provide samples of each material. Samples shall be approximately 12" x 12" in size. Do not order materials until samples are approved at the job site.
2. Tile shall comply with Tile Council of America Specification 137.1 "Handbook for Ceramic & Stone Tile Installation." Colors, textures, and patterns will be as selected by the Owner & Architect from manufacturer's samples. Delivered tile shall match samples approved by the Owner.
3. Floor tile shall have coefficient of friction not less than 0.50 as per ASTM F489, ASTM F609. Floor tile as per National Bureau of Technical note 895.
4. Grout color shall be as selected the Owner & Architect.
5. Adhesive, sealant, and grout as per applicable trade standards and tile manufacturer's instructions, delivered in new unopened containers, with correct color additives.
6. Install waterproofing and backing that will absolutely block water leakage. All waterproofing and backing must be as per manufacturer's instructions.
7. Prepare floors for tiling so the finish floor will be either perfectly level or slope properly to drains.
8. Set layout start points to achieve tile patterning that is symmetrical and complete.
9. Tile must be installed as a complete, uninterrupted covering. Extend tile into recesses and under and behind future equipment or fixtures. Terminate tile neatly at edges, obstructions, or penetrations of other work.
10. Lay tile in standard grid unless shown otherwise on Drawings or directed by the General Contractor. Align joints of adjoining same size tiles on floor, base, walls, and trim. In tile layout, center tile fields both directions on each floor or wall area. Joint widths must be consistent and uniform.
11. Perfectly match tile pieces with other tile work. Apply tile surface smoothly and free of irregularities, humps, or dips. Install the joints straight, level horizontally, aligned and exact vertically. Make tile cuts uniform and not smaller than half a tile.
12. Complete grouted or thin-set adhesion so no tiles can be pulled loose.
13. Completely protect finished tile, and allow no damage to the work.
14. Use cleaning solutions and materials as per manufacturer's instructions. Wash tile surfaces with clean water before and after cleaning. Remove excess corrosive cleaning solutions from site; do not empty into building drains.
15. Repair and replace defective work. Reject tiles and replace if chipped, scratched, loose, or misaligned. Repair or replace all defective and non-conforming work as directed by the Owner. Make repairs undetectable.
16. Install floor tiles on "Durock" (cementitious board) or equal as approved by Architect.

D. CARPET:

1. Following selection of carpet by the Owner & Architect, submit samples for the Owner's & Architect's review. Samples shall be approximately 12" x 12" in size. Do not order materials until samples are approved and available at job site.
2. Verify existing conditions in field. Provide & install all necessary surface preparations as required for installation of finish product.
3. Submit seaming diagram to Architect for review prior to installation of work.
4. Submit all edge trim specifications and/or details to Architect for review prior to installation of work.
5. Install carpet, pad, edge trim, tack strips, underlayments, etc. per Industry Standards. Carpet & pad to comply with all local building codes, required flame spread and smoke ratings.
6. Clean and vacuum all surfaces to be covered with carpet & pad to remove all dust and dirt prior to installation.
7. Provide carpet in maximum sized rolls to minimize joints. Construct all joints per manufacturer's instructions & recommendations and Industry Standards.
8. Repair defects in materials and workmanship at once without cost to the Owner. Defects shall include, but not be limited to the following: material damage, delamination or fraying, lack of bond to subfloor or tack strips, spaces between tacked carpet materials, stains or color variations exceeding manufacturer's tolerances, ripples, kinks or other inconsistencies in the carpet finish.
9. Remove all excess materials and debris from site periodically to prevent build-up.
10. Vacuum and clean carpet at the time of substantial completion. Provide protective surface over carpet where other work must progress following carpet installation.
11. Warranty period is (2) years from the date of completion for the materials and workmanship. Provide Owner with all warranties upon completion.

E. PAINTING:

1. Following selection of colors by the Owner & Architect, submit color samples for the Owner's & Architect's review. Provide samples of each color and gloss for each material. Samples shall be on the material the finish is specified to be applied. Samples shall be approximately 12" x 12" in size. Do not start finish painting until samples are approved and available at job site.
2. Strictly follow paint manufacturer's requirements as to temperature, humidity, and condition of work surfaces. Provide all materials and tools required for the work.
3. Provide all materials and clean tools required for the work.
4. Clean and prepare primed surfaces in compliance with the instructions of the manufacturer of the finish material.
5. Provide a minimum of one primer coat (primer shall be tinted to relate to final color) and two finish coats for all painted surfaces, unless noted otherwise. Additional finish coats may be required, at certain locations, and shall be applied as required at no additional cost to the Owner.
6. Do not paint over labels, factory finished metals, door hardware, HVAC registers & louvered vents, electrical fixtures, equipment and appliances, unless instructed to do so.
7. All gypsum board surfaces shall be primed and painted except where ceramic & stone tile and wall covering fabric is specified.
8. Paint all hollow metal and solid-core wood doors with semi-gloss alkyd enamel. Verify selections with finish schedule and paint notes contained within these drawings.
9. All coat closet and linen closet medium density fiberboard shelves (fiberface Grade 1) shall be painted with oil based paint finish, unless noted otherwise.
10. Verify all paint selections with finish schedule and paint notes contained within these drawings and with Owner & Architect prior to ordering and painting.
11. Maintain a proper work environment, dry, clean, well ventilated, free of airborne construction dust, well-lighted, in temperature and humidity ranges required by paint manufacturer. Keep humidity low enough to prevent moisture condensation on work surfaces. Never apply paint to damp or went surfaces.

12. Prepare and clean working surfaces as per paint manufacturer's instructions. Remove or protect items attached to work surfaces which are not to be painted. After painting in each area, reinstall removed items using workers competent in the related trades. Fully protect adjacent or related work that might be marred by painting. Remove oil and grease with clean cloths. Cleaning must not contaminate adjacent freshly-painted surfaces. Cleaning solvent must meet safety standards of governing building and safety codes.
13. Clean wood of dirt, oil, and any other material that may interfere with painting. Sand exposed wood to smooth uniform surface. Do not paint wood having moisture content of 12% or higher. Measure moisture content of wood with an approved moisture meter.
14. Clean metal of dirt, oil, and any other material that might interfere with painting. Clean and etch galvanized metal with phosphoric acid as required for painting.
15. Touch up and repair any damaged shop-applied prime coats. Touch up bare areas prior to start of finish coat application. Finish coat materials must be compatible with prime coats. Do not allow paint gaps or overlaps at edges of hardware, fixtures, or trim.
16. Mix and apply materials strictly as per manufacturer's instructions. Apply paint to thoroughly cover undercoat, and do not allow show-through. Tap or brush marks or any other defects. Vary the hue of succeeding coats slightly to clearly show coats are applied as required. Sand defects smooth between coats. Defects are defined as irregularities visible to the unaided eye at a five-foot distance.
17. Keep approved samples on hand for comparison with work.
18. Allow drying time between coats as instructed by the paint manufacturer. Work and smooth out brush coats onto surface in an even film. Where spraying, apply each coat to provide the hiding equivalent of brush coats. Do not double back with spray equipment to build up film thickness of two coats in one pass. Match applied work with approved samples as to texture, color, and coverage.
19. Paint ventilation registers, panels, access doors, ducts, etc. to match adjacent surfaces. Paint back sides of access panels to match exposed sides. Paint visible duct surfaces behind vents, registers, and grilles as directed by the Owner. Exposed vents: Apply two coats of heat-resistant paint.
20. Wash metal to be painted with solvent recommended by paint manufacturer. Add prime coat followed by two coats of alkyd enamel.
21. Exposed pipe and duct insulation: Apply one coat of latex on insulation which has been sized or primed under another Section. Apply two coats on such surfaces when unprimed. Remove pipe or duct bands before painting, and replace after painting.
22. Hardware: paint prime-coated hardware to match adjacent surfaces. Allow no paint to come in contact with hardware that is not to be painted.
23. Damp spaces, in both rooms, powder rooms, utility rooms, mechanical & equipment rooms and garage and all exterior painted areas shall have approved fungicide added to paints.
24. Maintain thorough dust and dirt control throughout the painting process. Thoroughly protect all surfaces that won't be painted with clean, undamaged drop cloths and masking tape. Immediately clean any spilled materials and do not allow dirt or spilled materials to be tracked in a work area or to other work areas. Allow absolutely no paint smears or splatters to remain on adjacent surfaces.
25. Upon completion of painting work, deliver to the Owner an extra stock of 10% or more of each color, type, and gloss of paint used in the work. Tightly seal and clearly label each container with notes on contents and location used.
26. Remove, refinish, or repaint work not in compliance with specified requirement. Replace or repair all non-conforming work as directed by the Owner. Do repairs and touch-ups so they are undetectable.

010- SPECIALTIES

- A. FIREPLACES:**
1. Provide and install all prefabricated fireplaces, non-combustible hearths, dampers, flues, chimney/flue caps, spark arrestors and all other fireplace related components necessary to complete the work as indicated on these drawings.
 2. All prefabricated fireplaces, dampers, flues, chimney/flue caps and spark arrestors shall be UL Approved. Submit product data to Architect & Owner.
 3. Deliver all materials to the construction site in their original, unopened packaging with labels intact and exposed.
 4. Contractor shall visit the site and verify that the job conditions are satisfactory for his work. Verify with General Contractor that the items within the walls and chimney chase for the work have been installed. Notify General Contractor of all problems immediately.
 5. Install fireplace and all components in strict accordance with manufacturer's instructions & recommendations and Local Building Codes & Standards.
 6. Provide fire-stops, sealants and collars as required and as indicated in manufacturer's instructions and recommendations.
 7. Coordinate all work with other trades and General Contractor.
 8. Upon completion, clean the work area and remove all scrap and excess materials from the site. Allow convenient access for inspection of work and repair or replace defective work as directed by the General Contractor.
 9. Provide Owner with product warranties at the completion of the job.
- B. ELEVATORS:**
1. Provide and install elevator cab, hoist-way beam, controls, motors, pumps, panels and all other elevator related components necessary to complete the work as indicated on drawings and to have a fully functional elevator system.
 2. Deliver all materials to the construction site in their original, unopened packaging with all labels intact and exposed.
 3. Contractor shall visit the site and verify that the job conditions are satisfactory for his/her work. Verify with General Contractor that the hoist-way & hoist-way beam, overrun, machine room, door openings, pit & sump and electrical requirements for the work have been properly supplied & installed. Notify the General Contractor immediately with a written list of all problems.
 4. General Contractor shall verify all area, dimension, ventilation, drainage, electrical power and sump pump requirements with elevator manufacturer & contractor and coordinate these items & requirements with all affected subcontractor and trades during bidding prior & during construction.

5. Architect Shall be notified immediately (prior to submitting bid & construction) if any of the conditions shown within these drawings does not meet the requirements as set forth by the owner, elevator manufacturer, elevator contractor and all local & federal codes.
6. Install elevator and all components in strict accordance with manufacturer's instructions & recommendations and all governing Building Codes, Industry Standards and Regulations.
7. All work and materials shall conform to the requirements of the American Standard Safety Code for Elevators, the Illinois Accessibility Code and all local, state and federal code requirements & regulations.
8. Provide fire-stops, sealants and collars as required and as indicated in manufacturer's instructions & recommendations and all governing local, state and federal code requirements & regulations.
9. Elevator contractor/installer shall coordinate all work with the General Contractor and all other effected trade contractors.
10. Elevator contractor/installer shall pay for and obtain all necessary permits & inspections as required and make all tests as called for by the regulations of all governing authorities.
11. Elevator contractor/installer shall make all necessary final adjustments within a time agreed to and/or as specified by the owner & General Contractor after the completion of the work.
12. Upon completion of work, clean the work area and remove all scrap and excess materials from the site. Allow convenient access for the inspection of work and repair or replace defective work as directed by the General Contractor.
13. Provide Owner with product warranties at the completion of the job.

011 PLUMBING & MECHANICAL (HVAC)

- PLUMBING:**
1. All plumbing work to be performed on a Design/Build basis. In such cases the design/build contractor shall be solely responsible for the complete design, engineering and installation of such systems and equipment and shall warranty to the owner that such work adequately meet the needs and requirements of the Owner and of the project as planned and its intended uses as well as comply with all applicable codes, ordinances, governing regulations and industry standards of performance. Refer to 01- General Notes, Items 7 & 8 for further information regarding Design/Build requirements. Plumbing Design/Builder shall review entire document set prepared by others.
 2. Refer to plumbing drawings, prepared by Plumbing Design/Builder for plumbing notes, specifications, piping plans and riser diagrams.
 3. Plumbing Design/Builder shall refer to these drawings at all times to make certain his/her drawings, notes, specifications and work conforms with the Owner's & Architect's Intent. Plumbing Design/Builder to refer to plumbing fixture schedule contained within these drawings while preparing his/her drawings, notes and specifications. Notify Architect immediately with any discrepancies and/or problems.

MECHANICAL (HVAC):

1. All HVAC work to be performed on a Design/Build basis. In such cases the design/build contractor shall be solely responsible for the complete design, engineering and installation of such systems and equipment and shall warranty to the owner that such work adequately meet the needs and requirements of the Owner and of the project as planned and its intended uses as well as comply with all applicable codes, ordinances, governing regulations and industry standards of performance. Refer to 01- General Notes, Items 7 & 8 for further information regarding Design/Build requirements. HVAC Design/Builder shall review entire document set prepared by others.
2. Refer to mechanical drawings, prepared by HVAC Design/Builder for HVAC notes, specifications, duct plans, riser diagrams and mechanical equipment schedules.
3. HVAC Design/Builder shall refer to these drawings at all times to make certain his/her drawings, notes, specifications and work conforms with the Owner's & Architect's Intent. Notify Architect immediately with any discrepancies and/or problems.

012 ELECTRICAL

- GENERAL:**
1. All electrical work to be performed on a Design/Build basis. In such cases the design/build contractor shall be solely responsible for the complete design, engineering and installation of such systems and equipment and shall warranty to the owner that such work adequately meet the needs and requirements of the Owner and of the project as planned and its intended uses as well as comply with all applicable codes, ordinances, governing regulations and industry standards of performance. Refer to 01- General Notes, Items 7 & 8 for further information regarding Design/Build requirements. Electrical Design/Builder shall review entire document set prepared by others.
 2. Refer to electrical items, prepared by Electrical Design/Builder for electrical notes, specifications, riser diagrams and load calculations.
 3. Electrical Design/Builder shall refer to these drawings at all times to make certain his/her drawings, notes, specifications and work conforms with the Owner's & Architect's Intent. Electrical Design/Builder to refer to electric fixture layout & electric fixtures list contained within these drawings while preparing his/her drawings, notes and specifications. Notify Architect immediately with any discrepancies and/or problems.

<p>SHEET NO: A-002</p>	<p>PROJECT NAME: PharmaCann Dispensary - Liverpool 642 0th Liverpool Road, Liverpool, New York, 13080</p>	<p>OWNER: PharmaCann, LLC 1140 Lake Street, Suite 304 Oak Park, IL 60201</p> <p>Phone: (708) 918-5641 Fax: (708) 398-8883 Email: contact@pharmacann.com</p>	<p>PRINT DATE: 2015-06-05</p>	<p>SHEET NAME: Specifications</p>	<p>DISCLAIMER: This drawing is the property of PHARMACANN, LLC. It is to be used only for the project and site specified herein. It is not to be used for any other project or site without the written consent of PHARMACANN, LLC.</p> <p>CERTIFICATION:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">No.</td> <td style="width: 10%;">Date</td> <td style="width: 80%;">Item Description</td> </tr> <tr> <td>1</td> <td>2015-06-05</td> <td>Initial Owner Review - Approval</td> </tr> <tr> <td>2</td> <td>2015-06-05</td> <td>Initial State License-Approval</td> </tr> </table>	No.	Date	Item Description	1	2015-06-05	Initial Owner Review - Approval	2	2015-06-05	Initial State License-Approval
No.	Date	Item Description												
1	2015-06-05	Initial Owner Review - Approval												
2	2015-06-05	Initial State License-Approval												
<p>PHARMACANN DISPENSARY ARCHITECTURE</p> <p>1706 WELSTON AVE. #720 CHICAGO, ILLINOIS 60642 INFO@PHARMA.COM</p>														

A-003
2019/09/02
PRINT DATE
SHEET NAME
Accessory Buildings

PROJECT NAME:
PharmaCann Dispensary - Liverpool
142 Old Liverpool Road, Liverpool, New York 13081
OWNER:
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11110 Lakeshore Blvd. S.E.
Burien, WA 98148
USA
pharmacann.com

DATE:
2019/09/02
SCALE:
As Shown

DATE:
2019/09/02
SCALE:
As Shown

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A-101

PRINT DATE:
2016/09/02

SHEET NAME:
Schematic PA01.Plan

PROJECT NAME:

PharmaCann Dispensary - Liverpool
142 Old Liverpool Road, Liverpool, New York 13081

OWNER:
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11110 Lakeshore Blvd. S.E.
Burien, OR 97149
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DATE: 2/20/2016

DATE: 2/20/2016

DATE: 2/20/2016

DATE: 2/20/2016

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A-400
2016/09/02
PRINT DATE

PROJECT NAME:
PharmaCann Dispensary - Liverpool
142 Old Liverpool Road, Liverpool, New York 13081

OWNER:
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Burien, WA 98148
USA
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DATE:
2016/09/02

PROJECT NO.:
142-001

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A-600
2019/09/05
PHASE 02
SHEET NAME
Buildings Film and Elevations

PROJECT NAME:
PharmaCann Dispensary
OWNER:
PharmaCann, LLC
11111 10th Ave, Suite 200
Carmel, NY 12024
www.pharmacann.com

DATE:
2/20/2018
Issued to the Client

DATE:
1/20/2018
Issued to the Client

Note: Build drawings for design intent only
and do not relate to a specific dispensary
location. Modifications will be made
accordingly per specific project locations.

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	PHASE: PharmaCann, LLC 100 W. 10th Street Cincinnati, OH 45202	PROJECT: PharmaCann, LLC 641 01 Liverpool Road Liverpool, NY 13088			

VD-002 PRINT DATE: 2/15/2025 CONTRACT NO: 20150401 CONTRACT DESCRIPTION: SPECIFICATIONS	PharmaCann Dispensary - Liverpool 641 01 Liverpool Road, Liverpool, New York 13088	"150525" - 2025 02/15/2025 09:24 AM	 ENGINEERING PLUS INCORPORATED 1000 W. 14th Street Cincinnati, OH 45202 PH: 513.251.1000 WWW.ENRPLUS.COM PROFESSIONAL ENGINEERING - ARCHITECTURE	 AIA ARCHITECTURE 1600 LEXINGTON AVE #200 NEW YORK, NY 10017	This work was prepared by the Architect under contract with the Client. It is the property of the Architect and is not to be used, copied, or reproduced in any form without the written consent of the Architect. The Architect assumes no responsibility for the accuracy or completeness of the information provided by the Client. The Architect's liability is limited to the scope of the contract and the services provided. The Architect is not responsible for any delays or omissions caused by the Client or any third party. The Architect's office is located at 1600 Lexington Ave, New York, NY 10017. Phone: 212.850.1000. Fax: 212.850.1001. Email: info@aiarchitect.com
	OWNER: PharmaCann, LLC 100 Park Avenue New York, NY 10017				

VD-003

PHASE DATE:
2/15/2024

PharmaCann Dispensary - Liverpool

Site: 184 Liverpool Road, Liverpool, New York, 13088

OWNER:
PharmaCann, LLC
184 Liverpool Road, 13088
Liverpool, NY 13088

PROJECT MANAGER:
Eric J. Hines
ehines@pharmacann.com



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DEAN LINES, BSA
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<p>VD-101</p> <p>PRINT DATE: 2/15/2024</p> <p>SHEET NAME: 02-COVY-VD-STATION ID TAG PLAN</p>	<p>PharmaCann Dispensary - Liverpool</p> <p>641 01 Liverpool Road, Liverpool, New York 13088</p> <p>OWNER: PharmaCann, LLC 101 Park Avenue New York, NY 10017</p> <p>PROJECT: PharmaCann, LLC 101 Park Avenue New York, NY 10017</p>	<p>PROJECT: 2023-0001-0001-0001</p>	<p>ENGINEERING PLUS</p> <p>100 Park Avenue New York, NY 10017 Tel: 212-692-1000 Fax: 212-692-1001 www.EngineeringPlus.com</p> <p>ARCHITECT: HOK INTERIORS: HOK ENGINEERING: HOK</p>	<p>PERKINS+WILL ARCHITECTURE</p> <p>1400 LEXINGTON AVE #200 CHICAGO ILLINOIS 60610 NEW YORK OFFICE</p> <p><small>Perkins+Will is an Equal Opportunity Employer. Minorities and women are encouraged to apply. For more information, please contact HR@perkinswill.com</small></p>
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VD-201

PRINT DATE: 2/15/2025

PROJECT:
PHARMACAM DISPENSARY - LIVERPOOL
100 W. 12TH ST.
LIVERPOOL, NY 13088

PHARMACAM DISPENSARY - LIVERPOOL

642 01 Liverpool Road, Liverpool, New York 13088

PROJECT:
PHARMACAM, LLC
100 W. 12TH ST.
LIVERPOOL, NY 13088

PROJECT: 20250201-0001-0001

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PROFESSIONAL ENGINEERS, ARCHITECTS, INTERIORS

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LIVERPOOL, NY 13088

PHARMACAM, LLC
100 W. 12TH ST.
LIVERPOOL, NY 13088

VD-301

PART DATE: 2/15/2016

SHEET NAME:
COMMUNICATIONS
CONNECTIVITY DIAGRAM

PharmaCann Dispensary - Liverpool

642 194 Liverpool Road, Liverpool, New York 13088

OWNER:
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100 East 8th Street
Liverpool, NY 13088

DESIGNER:
PharmaCann, LLC
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Liverpool, NY 13088

2/15/2016 10:10:53 AM JAMES GORDON



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SEAN LINDSAY
NORTHWOOD

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SEAN LINDSAY
NORTHWOOD

SC-001
PRINT DATE: 01/05/2016

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PROJECT: 01/05/2016
PROJECT: 01/05/2016
PROJECT: 01/05/2016

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PROJECT: 01/05/2016
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SHEET NO.: SC-002	PROJECT NAME: PharmaCann Dispensary - Liverpool	DATE: 2/20/2025	PROJECT ADDRESS: 642 19th Liverpool Road, Liverpool, New York 13080
DATE: 2/20/2025	PROJECT ADDRESS: 642 19th Liverpool Road, Liverpool, New York 13080	DATE: 2/20/2025	PROJECT ADDRESS: 642 19th Liverpool Road, Liverpool, New York 13080
DATE: 2/20/2025	PROJECT ADDRESS: 642 19th Liverpool Road, Liverpool, New York 13080	DATE: 2/20/2025	PROJECT ADDRESS: 642 19th Liverpool Road, Liverpool, New York 13080

DATE: 2/20/2025	PROJECT ADDRESS: 642 19th Liverpool Road, Liverpool, New York 13080
DATE: 2/20/2025	PROJECT ADDRESS: 642 19th Liverpool Road, Liverpool, New York 13080

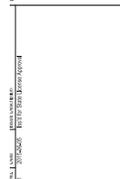
DATE: 2/20/2025	PROJECT ADDRESS: 642 19th Liverpool Road, Liverpool, New York 13080
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PROJECT NO.: SCA-001	PROJECT NAME: PharmaCann Dispensary - Liverpool	CERTIFICATION:
PART DATE: 2/15/2024	642 0th Liverpool Road, Liverpool, New York 13088	
SHEET NAME: SYMBOL LIST	OWNER: PharmaCann, LLC 642 0th Liverpool Road Liverpool, NY 13088	
	DESIGNER: Pharmaceutical Engineering & Architecture 1000 W. 10th Street New York, NY 10014	



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SCA-002	PharmaCann Dispensary - Liverpool
DATE: 2/15/2024	642 19th Liverpool Road, Liverpool, New York 13080
SHEET NAME: CONCRETE SPECIFICATIONS	OWNER: PharmaCann, LLC 642 19th Liverpool Road Liverpool, NY 13080
	DESIGNER: Pharmaceutical Engineering & Construction



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SHEET NO:

SCA-003

PROJECT NAME:

PharmaCann Dispensary - Liverpool
542 184 Liverpool Road, Liverpool, New York 13088

DATE:

2/15/2024

BY:

PHILIP J. BROWN

SCALE:

AS SHOWN

NO. OF SHEETS:

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CERTIFICATION:

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SCA-101
PRINT DATE: 2/15/2025

PharmaCann Dispensary - Liverpool
641 01 Liverpool Road, Liverpool, New York 13088

PROJECT: 20250215-001-0001

DATE: 2/15/2025

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SHEET NO.: SCA-401	PROJECT NAME: PharmaCann Dispensary - Liverpool	DATE: 2/20/2025	REVISIONS: 1. 2/20/2025 - Initial Design
PART DATE: 2/20/2025	OWNER: PharmaCann, LLC 1000 E. 9th St Liverpool, NY 13080	DESIGNER: PharmaCann, LLC 1000 E. 9th St Liverpool, NY 13080	DATE: 2/20/2025
SHEET NAME: PharmaCann Dispensary - Liverpool	PROJECT ADDRESS: 642 10th Liverpool Road, Liverpool, New York 13080	SCALE: AS SHOWN	PROJECT NO.: 2025-001
DETAILS SHEET # 1			

CERTIFICATION:	
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