

B”H

A Registered Organization
Application for Registration as
Medical Marijuana Program

Applicant:



SHEVA | Health & Wellness L.L.C.

Address: 2071 Flatbush Ave, Brooklyn NY 11234

Office: (718) 374-5159

Toll free:(877) 430-9579

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Section A: Business Entity Information
1. Business Name: Sheva Health & Wellness
2. Organization Type (choose one): For-profit (checked)
3. Business Type (choose one): Limited Liability Company (checked)
4. Phone: 718-374-5159
5. Fax: 718-228-4400
6. Email: jl@snfventures.com
7. Business Address: 2071 Flatbush Ave
8. City: Brooklyn
9. State: NY
10. ZIP Code: 11234
11. Mailing Address (if different than Business Address):
12. City:
13. State:
14. ZIP Code:
Section B: Primary Contact Information
15. Name: Yoseph Levine
16. Title: Founder/Managing Member
17. Phone:
18. Fax: 718-228-4400
19. Email: jl@snfventures.com
20. Mailing Address: 2071 Flatbush Ave
21. City: Brooklyn
22. State: NY
23. ZIP Code: 11234
Section C: Proposed Manufacturing Facility Information
24. Proposed Facility Name: Sheva Health & Wellness
25. Proposed Facility Address: Best Road TR 9
26. City: Swan Lake
27. State: NY
28. ZIP Code: 12783
29. County: Sullivan
30. Property Status (choose one): Other: Proposed purchase (checked)
31. Proposed Hours of Operation: Monday-Friday 10AM to 10PM, Saturday-Sunday 10AM to 10PM
An additional entry is included below for applicants who are proposing to use more than one manufacturing facility...



55. Proposed Hours of Operation:
Monday: 10AM to 10PM Friday: 10AM to 10PM
Tuesday: 10AM to 10PM Saturday: 10AM to 10PM
Wednesday: 10AM to 10PM Sunday: 10AM to 10PM
Thursday: 10AM to 10PM

Section F: Proposed Dispensing Facility #3 Information

56. Proposed Facility Name: Sheva Health & Wellness

57. Proposed Facility Address: 26121 US-11 Suite #1

58. City: Evans Mills 59. State: NY 60. ZIP Code: 13601

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

63. Proposed Hours of Operation:
Monday: 10AM to 10PM Friday: 10AM to 10PM
Tuesday: 10AM to 10PM Saturday: 10AM to 10PM
Wednesday: 10AM to 10PM Sunday: 10AM to 10PM
Thursday: 10M to 10PM

Section G: Proposed Dispensing Facility #4 Information

64. Proposed Facility Name: Sheva Health & Wellness

65. Proposed Facility Address: 9 Randolph St

66. City: Yonkers 67. State: NY 68. ZIP Code: 10705

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

71. Proposed Hours of Operation:
Monday: 10AM to 10PM Friday: 10AM to 10PM
Tuesday: 10AM to 10PM Saturday: 10AM to 10PM
Wednesday: 10AM to 10PM Sunday: 10AM to 10PM
Thursday: 10AM to 10PM



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: [Handwritten signature]

96. Date Signed: 6/4/15

97. Print Name: Joseph Levine

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: Benjamin Reisman

Notary Registration Number: 02RE6275350

Notary (Notary Must Affix Stamp or Seal) [Handwritten signature]

Date: 6-4-15

BENJAMIN REISMAN
Notary Public, State of New York
Qualified in Kings County
Reg. No. 01RE6275350
Commission Expires JANUARY 28, 2017

Statement #1

74A

Statement

The principal stakeholders of TL Sheva Holdings LLC, a member of the applicant, have additional holdings and assets, including skilled nursing facilities, real property, and other assets not set forth in this affidavit. The applicant is willing to disclose information upon request by the New York State Department of Health provided such information is maintained in a confidential manner.

Statement #2

74B

Statement

Name: TL Sheva Holdings LLC

Address: 2071 Flatbush Avenue, St. 22, Brooklyn, NY 11234

Primary Activities: The purposes for which TL Sheva Holdings LLC is formed are to hold an interest in and act as Managing Member of Sheva Health & Wellness LLC as well as to engage in any lawful act or activity for which a Limited Liability Company may be formed within the State of New York and engage in all activities necessary, customary, convenient or incident to any of the foregoing or otherwise permitted under the Act and other applicable laws, including the Compassionate Care Act of New York, and New York Public Health Law § 238; and exercise all other powers necessary to or reasonably connected with the Company's business which may be legally exercised by limited liability companies under the Act.

Involvement and Responsibility: TL Sheva Holdings LLC is the Managing Member of Applicant and will be responsible for funding the necessary capital for Applicant to successfully operate as a Registered Organization in accordance with all the guidelines of the New York DOH and all applicable laws and regulations. The involvement with, and responsibilities for financial and contractual obligations of TL Sheva Holdings LLC with regard to the Applicant are more broadly contained in the Applicant's Operating Agreement.

Statement #3

Section H/75

Statement

We have not entered into a fully executed purchase agreement for the manufacturing facility site, but do have a proposed purchase agreement in place. As an alternative to providing the documents pursuant to section 10 NYCRR § 1004.5(b)(9), we have posted a bond in the amount of \$2,000,000 by "Philadelphia Insurance Company".pursuant to section PHL § 3365 and 10 NYCRR § 1004.5(b)(9). We also have a commitment of funds from Tunic Capital LLC to cover the purchase and construction of the proposed manufacturing facility. The anticipated timeline for the property to be purchased is on or prior to July 01, 2015 and for the manufacturing facility to be constructed for the initial phase, within 10 weeks.

Statement #4

Section H/76

Statement

We have not entered into a fully executed agreement for the respective leases of the proposed dispensing facilities, but have proposed lease agreements in place for each such property. We have posted a bond in the amount of \$2,000,000 by "Philadelphia Insurance Company". and have a commitment of funds from Tunic Capital LLC to cover the cost of the respective leases of the dispensing facilities. All proposed locations for dispensing facilities are already constructed. The anticipated timeline for the respective properties to each have a completed lease is on or prior to Aug 01 2015.

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

**ARTICLES OF ORGANIZATION
OF
TL SHEVA HOLDINGS LLC**

Under Section 203 of the Limited Liability Company Law

FIRST: The name of the limited liability company is:

TL SHEVA HOLDINGS LLC

SECOND: To engage in any lawful act or activity within the purposes for which limited liability companies may be organized pursuant to Limited Liability Company Law provided that the limited liability company is not formed to engage in any act or activity requiring the consent or approval of any state official, department, board, agency, or other body without such consent or approval first being obtained.

THIRD: The county, within this state, in which the office of the limited liability company is to be located is ALBANY.

FOURTH: The Secretary of State is designated as agent of the limited liability company upon whom process against it may be served. The address within or without this state to which the Secretary of State shall mail a copy of any process against the limited liability company served upon him or her is:

TL SHEVA HOLDINGS LLC
2071 FLATBUSH AVE STE 22
BROOKLYN, NY 11234

FIFTH: The existence of the limited liability company shall begin upon filing of these Articles of Organization with the Department of State.

SIXTH: The limited liability company shall have a perpetual existence.

SEVENTH: The limited liability company shall defend, indemnify and hold harmless all members, managers, and former members and managers of the limited liability company against expenses (including attorney's fees, judgments, fines, and amounts paid in settlement) incurred in connection with any claims, causes of action, demands, damages, liabilities of the limited liability company, and any pending or threatened action, suit, or proceeding. Such indemnification shall be made to the fullest extent permitted by the laws of the State of New York, provided that such acts or omissions which gives rise to the cause of action or proceedings occurred while the Member or Manager was in performance of his or her duties for the limited liability company and was not as a result of his or her fraud, gross negligence, willful misconduct or a wrongful taking. The indemnification provided herein shall inure to the benefit of successors, assigns, heirs, executors, and the administrators of any such person.

I certify that I have read the above statements, I am authorized to sign these Articles of Organization, that the above statements are true and correct to the best of my knowledge and belief and that my signature typed below constitutes my signature.

ELIEZER SCHEINER, ORGANIZER (signature)

ELIEZER SCHEINER , ORGANIZER

Filed by:
INTERSTATE FILINGS LLC
2071 FLATBUSH AVENUE
SUITE 165
BROOKLYN, NY 11234

INTERSTATE FILINGS LLC (LN)

DRAWDOWN

CUSTOMER REF# 57771

FILED WITH THE NYS DEPARTMENT OF STATE ON: 05/29/2015
FILE NUMBER: 150529010098; DOS ID: 4766182

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 A

Manufacturing Facility

383 Best Road, Swan Lake NY 12783

Site Photo



Site Photo



Site Photo





Town of Bethel
Building Department

PO Box 300, 3454 Route 55
White Lake, NY 12786

June 4, 2015

Re: Bethel Tax Map #: 16-1-38.3
Thomas Woellhaf
PO Box 25207
Miami, FL 33102

Dear Sir or Madam,

Per your request, I have reviewed the record on file for the above Bethel Tax Map number. There is no violation(s) on this parcel(s) of record. The official property location is Best Road, Swan Lake and the road is maintained by the Town of Bethel. The property is located in the New York State Agricultural District as well as the Town of Bethel Agricultural District. The permitted uses in this zoning district include but not limited to:

Agricultural Uses
Agribusinesses
Farm Operations
Single Family Dwellings

If you should have any further questions please feel free to contact me at the above phone number.

Very truly yours,

BJ Gettel /bjg

BJ Gettel
Code Enforcement Officer

Town of Bethel
Supervisor's Office
3454 Route 55 North
P. O. Box 300
White Lake, New York 12786

Daniel Sturm
Town Supervisor
Extension [REDACTED]

Phone (845)583-4350 . Fax (845)583-0225

Erin Lynch
Confidential Secretary

To Whom It May Concern:

On July 5, 2014, Governor Cuomo signed into law the New York Medical Marihuana Law and the New York State Department of Health has established a regulatory process under which businesses are licensed as "Registered Organizations" for medical marihuana manufacturing and dispensing.

It has been brought to my attention that New York State through an RFP process will be selecting five businesses to cultivate, produce, and sell medical marihuana in New York by the end of July 2015. We have met with representative of Sheva Health and Wellness LLC and have reviewed their medical marihuana proposal for our locality. As an elected representatives of the Town of Bethel, it is my duty to be sure that companies desiring to conduct business in our locality will be a benefit to our community. In reviewing Sheva Health and Wellness LLC, I took into consideration, economic impacts including job growth and development, the possibility of ancillary business development, compatibility with our existing community, security and the safety of the project, for our their customers and employees as well as our citizenry. Additionally I considered the benefit that the development of this medical industry will have for the residents of New York State.

I have been impressed with the qualification, professionalism and compassion of Sheva Health and Wellness. I am particularly certain that their security plan will be designed to exceed NYS requirements. Further, I am pleased that their Labor Harmony agreement will both ensure uninterrupted delivery of their products while providing good jobs with a training program that will forever increase the marketability of these individuals. I am also impressed by the company's willingness to work with advocacy groups to oppose the proliferation of synthetic marijuana, the illegal use of opioids, and their support for youth drug treatment and prevention programs which have always been important agenda items for our municipal government.

Our locality is certainly proud to support this project. We welcome the opportunity to help the residents of the entire state to have access to all viable medical options that could address symptoms associated with chronic, painful, or terminal diseases.

As supervisor, I welcome and encourage Sheva Health and Wellness to locate in the Town of Bethel.

Sincerely,


Daniel Sturm
Town of Bethel

Michael A. Schiff
Sheriff

Telephone 845-794-7100

Eric J. Chaboty
Undersheriff

FAX 845-794-0810



OFFICE OF THE
SULLIVAN COUNTY SHERIFF
4 BUSHNELL AVENUE, MONTICELLO, NY 12701

June 1, 2015

Howard A. Zucker, MD, JD
Commissioner, NYS Dept. of Health
Corning Tower
Empire State Plaza,
Albany, NY 12237

Dear Commissioner Zucker,

On July 5, 2014, Governor Andrew Cuomo signed into law the Compassionate Care Act. The New York State Department of Health has been tasked with establishing a regulatory process under which businesses are licensed as "Registered Organizations" for the purpose of medical marijuana manufacturing and dispensing. An RFP process has been established to select up to five businesses who will cultivate, produce, and sell medical marijuana. I have met with representatives of **Sheva Health and Wellness, LLC** and have reviewed their medical marijuana production proposal for a location in Sullivan County.

As the elected Sheriff of the County, I am asked to review proposals for new businesses and developments from time to time. **Sheva Health and Wellness, LLC's** plan appears to have positive job and economic growth possibilities for our community. Their proposal appears to be compatible with the agricultural nature of the area and appears to incorporate safety and security protocols that exceed New York State requirements. And most importantly, their proposal intends to accomplish the goals of the Compassionate Care Act by providing New York State residents with access to all viable medical options to treat the debilitating symptoms associated with chronic, painful or terminal diseases.

Provided this project meets all regulatory and legal requirements, it has my full support as Sheriff of Sullivan County.

Yours truly,

A handwritten signature in cursive script that reads "Michael A. Schiff".

Michael A. Schiff
Sheriff

Dispensary #1

Address:

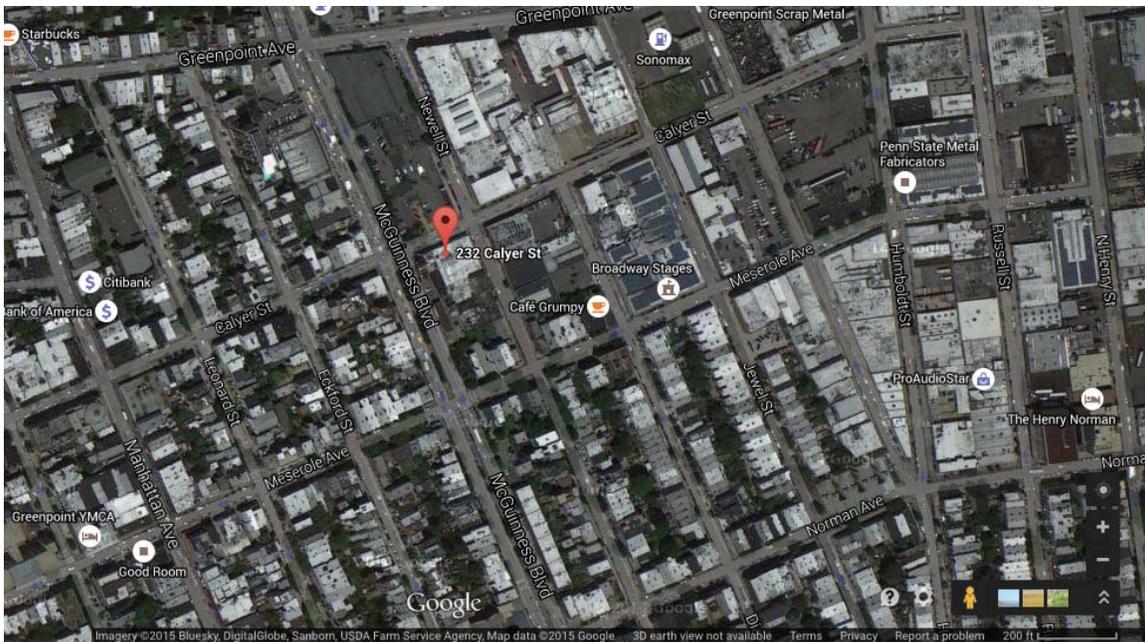
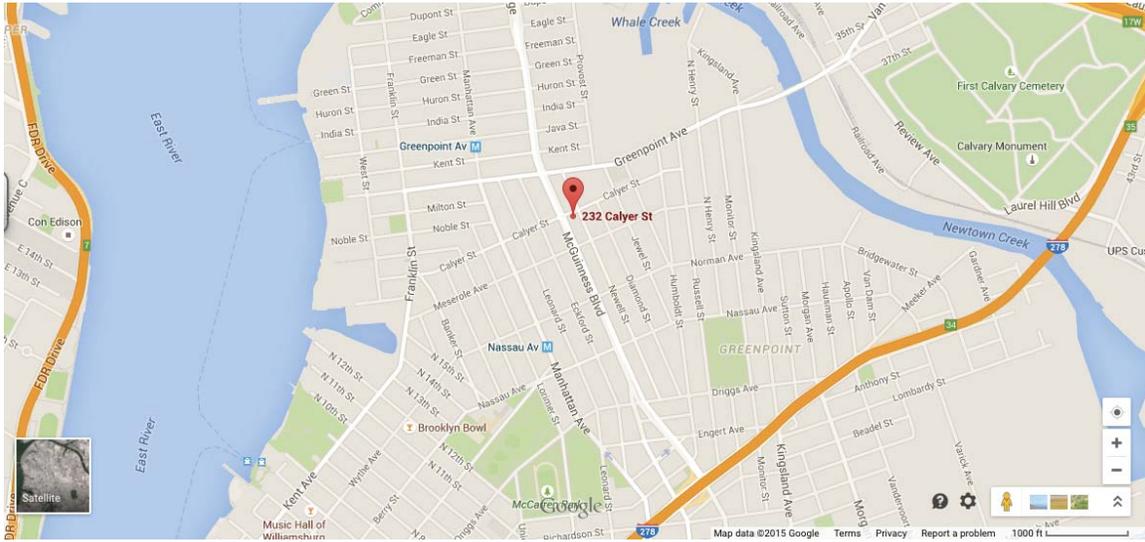
232 Calyer St Brooklyn, NY 11222 (Kings County)

The current name of this location is Tip To Super Fine Fabrics.

Dispensary #1 Site Location



Dispensary #1 Site Map



SITING PROFILE: Kings County, City of New York, Greenpoint

Request of for a Registration to

Operate a Registered Marijuana Dispensary

Site Location: 232 Calyer Street, Brooklyn, NY 11222

Estimated zip code population in 2011: 36,934

Service Area: (New York City) New York, Kings, Queens, Bronx, and Staten Island counties

The applicant attests that:

- 1) The application will reflect dispensary locations in Kings, Westchester, Monroe, and Jefferson counties. Jefferson County, specifically Watertown area, was chosen to serve the public interest as an underserved rural area. The applicant has ensured that the dispensing sites are geographically located across the state and has taken population, transportation, and local support or non opposition into account. The applicant deferrers to the Department of Health should these locations not serve the public interest. The applicant will relocate any dispensary upon advice and the direction of the Department of Health to serve the public interest.
- 2) The application is committed to maintaining effective control against diversion of marihuana, is able and willing to comply with all applicable state laws, is able and willing to properly carry out dispensing activities under the timetable proposed by the Department of Health, possesses the right to use sufficient land, buildings, and equipment to carry out this activity.
- 3) The applicant has in place a labor peace agreement for the employees of the dispensary.
- 4) To minimize adverse impacts of medical marijuana dispensaries there are no, churches and religious facilities, schools, or other areas where minors congregate within 1000 feet of the proposed site in either direction of Calyer Street.
- 5) The applicants will comply with all state and federal requirements regarding equal employment opportunity, nondiscrimination, and civil rights for persons with disabilities. The applicant assures compliance with the Americans with Disabilities Act ("ADA"), 42 U.S.C. §§ 12131-12134 and Non-Discrimination based on Disability
- 6) The applicant intends to work closely with the elected officials, business groups, union representation, neighborhood associations, and patient advocates in those counties where the dispensing facilities will be located. In addition, the applicant is committed to being a partner and "good neighbor" to the host communities.
- 7) Further, the applicant intends on serving the public interest by setting aside a portion its revenue to donated organization state-wide and within the host communities in the areas of domestic violence, alternatives to incarceration, violence against woman, juvenile justice, and substance abuse including but not limited to synthetic marijuana, opiate prevention, and youth drug abuse prevention. The applicant will look for advice and direction from the Department of Health on which programs are a priority to the State.

- 8) The applicant has made contact and several attempts to contact local leaders with regard to locating a dispensary in Monroe County. As of the date of submittal the applicant has received support and non-opposition from local leaders to locating a dispensary in Greenpoint (Brooklyn). In addition the applicant has meet with the Captain of the 94th Precinct and it is the applicant's understanding that law enforcement find the security plan to far exceeds the minimum requirements.

Greenpoint, Brooklyn

Geography/Demographics

As of the census of 2010, there were 36,934 people, 17,033 households, and 7,021 families residing in the 11222 ZIP code, which is roughly coterminous with Greenpoint. The population density was 23,221 people per square mile. There were 16,949 housing units at an average density of 9999.3/sq mi. The racial makeup of the neighborhood was 80.3% White, 1.6% African American, 0.4% Native American, 3.8% Asian, 0.05% Pacific Islander, 9.4% from other races, and 4.5% from two or more races. Hispanic or Latino of any race were 19.5% of the population. Another 43.6% of the residents claimed Polish ancestry.

There were 15,865 households out of which 26.0% had children under the age of 18 living with them, 37.3% were married couples living together, 12.4% had a female householder with no husband present, and 44.9% were non-families. 30.8% of all households were made up of individuals and 10.1% had someone living alone who was 65 years of age or older. The average household size was 2.47 and the average family size was 3.15.

In the neighborhood the population was spread out with 19.9% under the age of 19, 8.2% from 20 to 24, 35.7% from 25 to 44, 24.9% from 45 to 64, and 11.3% who were 65 years of age or older. The median age was 36.6 years. For every 100 females there were 102 males. For every 100 females age 18 and over, there were 101 males.

The median income for a household in the neighborhood was \$33,578 as compared to Williamsburg's median household income of \$23,567. Males had a median income of \$32,019 versus \$26,183 for females. About 17.7% of the population were below the poverty line, as compared to Williamsburg's 41.4% and Kings county's 22.4% below poverty.

Transportation

Greenpoint is served by the Greenpoint Avenue and Nassau Avenue stations on the IND Crosstown Line (G train) of the New York City Subway. It is served by the B24, B32, B43, B48, and B62 New York City Bus routes. NY Waterway operates service to points along the East River from its India Street ferry slip.

The Brooklyn-Queens Expressway is five blocks from the site location.

Hospitals

Episcopal Health Services, Brooklyn, New York 11233
New York Community Hospital, Brooklyn, New York 11229

New York Methodist Hospital, Brooklyn, New York 11215
Saint Mary's Hospital Brooklyn, Brooklyn, New York 11207
SUNY Downstate Medical Center, Brooklyn, New York 11203
University Hospital of Brooklyn, Brooklyn, New York 11203
Victory Memorial Hospital, Brooklyn, New York 11228
Woodhull Medical and Mental Health Center, Brooklyn, New York 11206
Wyckoff Heights Medical Center, Brooklyn, New York 11237

Local Government

Mayor Bill de Blasio
City Hall
New York, NY 10007

Stephen Levin
New York City Council Member
410 Atlantic Avenue Brooklyn, NY 11217
718-875-5200

Dealice Fuller
Chairperson
Gerald A. Esposito
District Manager
Community Board No. 1, Brooklyn
435 Graham Avenue
Brooklyn, New York 11211
(718)-389-0009

Captain James B. Ryan
94th Precinct
100 Meserole Avenue
Brooklyn, NY, 11222-2636
(718) 383-3879

County Government

Eric Adams
Borough President - Brooklyn
209 Joralemon St.
Brooklyn, NY, 11201
(718) 802-3900

Ken Thompson
Brooklyn District Attorney
350 Jay St #10
Brooklyn, NY
(718) 250-2000

State Government

Joseph Lentol
State Assembly
619 Lorimer Street
Brooklyn, NY 11211
718-383-7474

Martin Malave Dilan
State Senator
718 Knickerbocker Avenue
Brooklyn, NY 11221
(718) 573-1726

Daniel Squadron
State Senator
209 Joralemon Street Suite 300
Brooklyn, NY 11201
718-875-1517

Interest Groups

Carlo Scissura
President & CEO
Brooklyn Chamber of Commerce
718-875-1000

Greenpoint Business Alliance c/o North Brooklyn Development Corporation
148 - 150 Huron Street
Brooklyn, NY 11222

Elizabeth Hulsen
President
94th Precinct & Community Council
100 Meserole Avenue, Brooklyn, NY 11222
(718)-383-3879

Prevention, counseling, and treat Services funding targets

New York State Coalition Against Domestic Violence
New York State Coalition Against Sexual Assault
Tackling Youth Substance Abuse Initiative (Staten Island)

We would seek direction from the Department of Health if the Department has alternative organizations in need of funding to accomplish this objective

Service Area Counties

Bronx County

Geography/Demographics

According to the U.S. Census Bureau, Bronx County has a total area of 57 square miles, of which 42 square miles is land and 15 square miles is water.

The Hudson River separates the Bronx on the west from Alpine, Tenafly and Englewood Cliffs in Bergen County, New Jersey; the Harlem River separates it from the island of Manhattan to the southwest; the East River separates it from Queens to the southeast; and to the east, Long Island Sound separates it from Nassau County in western Long Island. Directly north of the Bronx are (from west to east) the adjoining Westchester County communities of Yonkers, Mount Vernon, Pelham Manor and New Rochelle

According to a 2013 Census Bureau estimate, 45.8% of the Bronx's population was white, 43.3% was black or African American, 4.2% Asian, 3.0% American Indian, 0.4% Pacific Islander, and 3.3% of two or more races. In addition, 54.6% of the population was of Hispanic or Latino origin, of any race.

The Census Bureau considers the Bronx to be the most diverse area in the country. There is an 89.7 percent chance that any two residents, chosen at random, would be of different race or ethnicity. The borough's most populous racial group, white, declined from 98.3% in 1940 to 45.8% in 2013. The borough's formerly most populous ethnic group, white, declined from 98.3% in 1940 to 45.8% by 2012.

31.7% of the population were foreign born and another 8.9% were born in Puerto Rico, U.S. Island areas, or born abroad to American parents. 55.6% spoke a language other than English at home and 16.4% had a Bachelor's degree or higher.

Approximately 44.3% of the population over the age of 5 speak only English at home, which is roughly 570,000 people. The majority (55.7%) of the population speak non-English languages at home. Over 580,600 people (45.2% of the population) speak Spanish at home.

Transportation

Three major north-south thoroughfares run between Manhattan and the Bronx: Third Avenue, Park Avenue, and Broadway. Other major north-south roads include the Grand Concourse, Jerome Avenue, Sedgwick Avenue, Webster Avenue, and White Plains Road. Major east-west thoroughfares include Mosholu Parkway, Gun Hill Road, Fordham Road, Pelham Parkway, and Tremont Avenue.

Most east-west streets are prefixed with either East or West, to indicate on which side of Jerome Avenue they lie (continuing the similar system in Manhattan, which uses Fifth Avenue as the dividing line).

Approximately 61.6% of all Bronx households do not have access to a car. Citywide, the percentage of autoless households is 55%.

Several major limited access highways traverse the Bronx. These include:

Bronx River Parkway
Bruckner Expressway (I-278/I-95)
Cross Bronx Expressway (I-95/I-295)
New England Thruway (I-95)

Henry Hudson Parkway (NY-9A)
Hutchinson River Parkway
Major Deegan Expressway (I-87)

Many bridges and tunnels connect the Bronx to Manhattan and three connect the Bronx to Queens. These include, from west to east:

To Manhattan: the Spuyten Duyvil Bridge, the Henry Hudson Bridge, the Broadway Bridge, the University Heights Bridge, the Washington Bridge, the Alexander Hamilton Bridge, the High Bridge, the Concourse Tunnel, the Macombs Dam Bridge, the 145th Street Bridge, the 149th Street Tunnel, the Madison Avenue Bridge, the Park Avenue Bridge, the Lexington Avenue Tunnel, the Third Avenue Bridge (southbound traffic only), and the Willis Avenue Bridge (northbound traffic only).

To Manhattan or Queens: the Robert F. Kennedy Bridge, formerly known as the Triborough Bridge.

To Queens: the Bronx Whitestone Bridge and the Throgs Neck Bridge.

NYC Transit bus operating on the Bx40 line in University Heights.

The Bronx is served by six lines of the New York City Subway with 70 stations in the Bronx:

IND Concourse Line (B D trains)

IRT Broadway – Seventh Avenue Line (1 train)

IRT Dyre Avenue Line (5 train)

IRT Jerome Avenue Line (4 train)

IRT Pelham Line (6 train)

IRT White Plains Road Line (2 5 trains)

Two Metro-North Railroad commuter rail lines (the Harlem Line and the Hudson Line) serve 11 stations in the Bronx. (Marble Hill, between the Spuyten Duyvil and University Heights stations, is actually in the only part of Manhattan connected to the mainland.) In addition, trains serving the New Haven Line stop at Fordham Road.

Hospitals of note

Bronx-Lebanon Hospital Center, Bronx
Jacobi Medical Center, Bronx
New York Westchester Square Medical Center, Bronx
North Central Bronx Hospital, Bronx
Saint Barnabas Hospital, Bronx

Approximately on average 10 miles/30 min from the dispensary site

New York County - Manhattan

Geography/Demographics

According to the U.S. Census Bureau, New York County has a total area of 33.6 square miles, of which 22.8 square miles is land and 10.8 square miles is water. The northern segment of Upper Manhattan represents a geographic panhandle. Manhattan Island is 22.7 square miles in area, 13.4 miles long and 2.3 miles wide, at its widest (near 14th Street).

At the 2010 Census, there were 1,585,873 people living in Manhattan, an increase of 3.2% since 2000. Since 2010, Manhattan's population was estimated by the Census Bureau to have increased 3.2% to 1,636,268 as of 2014, representing 19.3% of New York City's population and 8.3% of New York State's population. As of the 2000 Census, the population density of New York County was 66,940 per square mile, the highest population density of any county in the United States. If 2012 census estimates were accurate, the population density then approximated 70,518 people per square mile. In 1910, at the height of European immigration to New York, Manhattan's population density reached a peak of 101,548 people per square mile.

According to 2012 Census estimates, 65.2% of the population was White, 18.4% Black or African American, 1.2% American Indian and Alaska Native, 12.0% Asian, and 3.1% of two or more races. 25.8% of Manhattan's population was of Hispanic or Latino origin, of any race. Manhattan has the second highest percentage of non-Hispanic Whites (48%) of New York City's boroughs, after Staten Island (where non-Hispanic Whites make up 64% of residents).

The New York City Department of City Planning projects that Manhattan's population will increase by 289,000 people between 2000 and 2030, an increase of 18.8% over the period, second only to Staten Island, while the rest of the city is projected to grow by 12.7% over the same period. The school-age population is expected to grow 4.4% by 2030, in contrast to a small decline in the city as a whole. The elderly population is forecast to grow by 57.9%, with the borough adding 108,000 persons ages 65 and over, compared to 44.2% growth citywide.

In 2000, 56.4% of people living in Manhattan were White, 17.39% were Black, 14.14% were from other races, 9.40% were Asian, 0.5% were Native American, and 0.07% were Pacific Islander. 4.14% were from two or more races. 27.18% were Hispanic of any race.

There were 738,644 households. 25.2% were married couples living together, 12.6% had a female householder with no husband present, and 59.1% were non-families. 17.1% had children under the age of 18 living with them. 48% of all households were made up of individuals and 10.9% had someone living alone who was 65 years of age or older. The average household size was two and the average family size was 2.99.

Manhattan's population was spread out with 16.8% under the age of 18, 10.2% from 18 to 24, 38.3% from 25 to 44, 22.6% from 45 to 64, and 12.2% who were 65 years of age or older. The median age was 36 years. For every 100 females, there were 90.3 males. For every 100 females age 18 and over, there were 87.9 males.

Manhattan is one of the highest-income places in the United States with a population greater than one million. As of 2012, Manhattan's cost of living was the highest in the United States, but the borough also contained the country's most profound level of income inequality. Manhattan is also the United States county with the highest per capita income, being the sole county whose per capita income exceeded \$100,000 in 2010.

Transportation

The Staten Island Ferry, crosses Upper New York Bay providing free public transportation between Staten Island and Manhattan.

Manhattan is unique in the U.S. for intense use of public transportation and lack of private car ownership. While 88% of Americans nationwide drive to their jobs, with only 5% using public transport, mass transit is the dominant form of travel for residents of Manhattan, with 72% of borough residents using public transport to get to work, while only 18% drove. According to the United States Census, 2000, 77.5% of Manhattan households do not own a car.

The New York City Subway, the largest subway system in the world by number of stations, is the primary means of travel within the city, linking every borough except Staten Island. There are 147 subway stations in Manhattan and four under construction, out of the 468 stations. A second subway, the Port Authority Trans-Hudson (PATH) system, connects six stations in Manhattan to northern New Jersey. Commuter rail services operating to and from Manhattan are the Long Island Rail Road (which connects Manhattan and other New York City boroughs to Long Island), the Metro-North Railroad (which connects Manhattan to Upstate New York and Southwestern Connecticut) and New Jersey Transit trains to various points in New Jersey.

MTA New York City Transit offers a wide variety of local buses within Manhattan under the brand New York City Bus. An extensive network of express bus routes serves commuters and other travelers heading into Manhattan. The bus system served 784 million passengers citywide in 2011, placing the bus system's ridership as the highest in the nation, and more than double the ridership of the second-place Los Angeles system.

The metro region's commuter rail lines converge at Penn Station and Grand Central Terminal, on the west and east sides of Midtown Manhattan, respectively. They are the two busiest rail stations in the United States. About one-third of users of mass transit and two-thirds of railway passengers in the country live in New York and its suburbs. Amtrak provides inter-city passenger rail service from Penn Station to Upstate New York.

New York's taxicabs, which number approximately 13,087 city-wide and must have the requisite medallion authorizing the pick up of street hails, are ubiquitous in the borough. Various private transportation network companies compete in Manhattan with each other and with the city's taxicabs

The Brooklyn Bridge and the Manhattan Bridge beyond it, are two of the three bridges that connect Lower Manhattan with Brooklyn over the East River

The George Washington Bridge, connects Washington Heights in Upper Manhattan to Bergen County in New Jersey. There are numerous bridges to the Bronx across the Harlem River, and five—the Triborough, Queensboro, Williamsburg, Manhattan, and Brooklyn Bridges—connect Manhattan to Long Island.

The Brooklyn–Battery Tunnel runs underneath Battery Park and connects the Financial District at the southern tip of Manhattan to Red Hook in Brooklyn.

Hospitals

Too numerous to list

On average approximately 5 miles/25 min from the dispensary site

Queens County

Geography/Demographics

Queens is located on the far western portion of geographic Long Island and includes a few smaller islands, most of which are in Jamaica Bay, forming part of the Gateway National Recreation Area, which in turn is one of the National Parks of New York Harbor. According to the U.S. Census Bureau, Queens County has a total area of 178 square miles, of which 109 square miles is land and 70 square miles is water.

Brooklyn, the only other New York City borough on geographic Long Island, lies just south and west of Queens, with Newtown Creek, an estuary that flows into the East River, forming part of the border. To the west and north is the East River, across which is Manhattan to the west and The Bronx to the north. Nassau County is east of Queens on Long Island. Staten Island is southwest of Brooklyn, and shares only a 3-mile-long water border (in the Outer Bay) with Queens.

The Rockaway Peninsula, the most southern part of all of Long Island, sits between Jamaica Bay and the Atlantic Ocean, featuring the most prominent public beaches in Queens. Flushing Bay and the Flushing River are in the north, connecting to the East River. The East River opens into Long Island Sound.

Since 2010, the population of Queens was estimated by the Census Bureau to have increased 2.9% to 2,296,175 as of 2013, representing 27.3% of New York City's population, 29.7% of Long Island's population, and 11.7% of New York State's population.

According to 2012 census estimates, 27.2% of the population was Non-Hispanic White, 20.9% Black or African American, 24.8% Asian, 12.9% from some other race, and 2.7% of two or more races. 27.9% of Queens's population was of Hispanic or Latino origin (of any race).

Transportation

Queens has crucial importance in international and interstate air traffic. Two of the New York metropolitan area's three major airports are located there; LaGuardia Airport is in northern Queens, while John F. Kennedy International Airport is to the south on the shores of Jamaica Bay.

According to the 2000 Census, 37.7% of all Queens households did not own a car. The citywide rate is 55%.

Twelve New York City Subway routes traverse Queens, serving 81 stations on seven main lines. The A, G, J, M, and Z routes connect Queens to Brooklyn without going through Manhattan first. The F, M, N, Q, and R trains connect Queens and Brooklyn via Manhattan, while the E, 7, and 7d trains connect Queens to Manhattan only. It is of note that M trains travel through Queens twice in the same trip, as both terminals are in Queens.

A commuter train system, the Long Island Rail Road, operates 22 stations in Queens with service to Manhattan, Brooklyn, and Long Island. Jamaica station is a hub station where all the lines in the system but one (the Port Washington Branch) converge.

It is the busiest commuter rail hub in the United States. Sunnyside Yard is used as a staging area by Amtrak and New Jersey Transit for intercity and commuter trains from Penn Station in Manhattan.

About 100 local bus routes operate within Queens, and another 15 express routes shuttle commuters between Queens and Manhattan, under the MTA New York City Bus and MTA Bus brands.

Queens is traversed by three trunk east-west highways. The Long Island Expressway (Interstate 495) runs from the Queens Midtown Tunnel on the west through the borough to Nassau County on the east. The Grand Central Parkway, whose western terminus is the Triborough Bridge, extends east to the Queens/Nassau border, where its name changes to the Northern State Parkway. The Belt Parkway begins at the Gowanus Expressway in Brooklyn, and extends east into Queens, past Aqueduct Racetrack and JFK Airport. On its eastern end at the Queens/Nassau border, it splits into the Southern State Parkway which continues east, and the Cross Island Parkway which turns north.

There are also several major north-south highways in Queens, including the Brooklyn-Queens Expressway (Interstate 278), the Van Wyck Expressway (Interstate 678), the Clearview Expressway (Interstate 295), and the Cross Island Parkway.

Queens is connected to the Bronx by the Bronx Whitestone Bridge, the Throgs Neck Bridge, the Robert F. Kennedy Bridge and the Hell Gate Bridge. Queens is connected to Manhattan by the Robert F. Kennedy Bridge, the Queensboro Bridge, and the Queens Midtown Tunnel; and to Roosevelt Island by the Roosevelt Island Bridge.

While most of the Queens/Brooklyn border is on land, the Kosciuszko Bridge crosses the Newtown Creek connecting Maspeth to Greenpoint, Brooklyn. The Pulaski Bridge connects McGuinness Boulevard in Greenpoint to 11th Street, Jackson Avenue, and Hunters Point Avenue in Long Island City. The J. J. Byrne Memorial Bridge (a.k.a. Greenpoint Avenue Bridge) connects the sections of Greenpoint Avenue in Greenpoint and Long Island City.

The Cross Bay Veterans Memorial Bridge traverses Jamaica Bay to connect the Rockaway Peninsula to the rest of Queens. Marine Parkway–Gil Hodges Memorial Bridge links the western part of the Peninsula with Flatbush Avenue, Brooklyn's longest thoroughfare. Both crossings were built and continue to be operated by what is now known as MTA Bridges and Tunnels. The IND Rockaway Line parallels the Cross Bay, has a mid-bay station at Broad Channel which is just a short walk from the Jamaica Bay Wildlife Refuge, now part of Gateway National Recreation Area and a major stop on the Atlantic Flyway.

Hospitals of Note

Jamaica Hospital Medical Center, Jamaica
Mary Immaculate Hospital, Jamaica
New York Hospital Queens, Flushing
Queens Hospital Center, Queens
Saint John's Episcopal Hospital, Far Rockaway
Saint John's Queens Hospital, Queens
Saint Mary's Healthcare System for Children, Bayside
Zucker Hillside Hospital, Queens

On average approximately 12 miles/40 min from the dispensary site

Richmond County/ Staten Island

Geography/Demographics

According to the U.S. Census Bureau, the Richmond County has a total area of 102.5 square miles, of which 58.5 square miles is land and 44.0 square miles is water. It is the third-smallest county in New York by land area and fourth-smallest by total area.

Staten Island is separated from Long Island by the Narrows and from mainland New Jersey by the Arthur Kill and the Kill Van Kull. Staten Island is positioned at the center of New York Bight, a sharp bend in the shoreline between New Jersey and Long Island.

Staten Island is the only borough in New York City that does not share a land border with another borough (Marble Hill in Manhattan is contiguous with the Bronx). The borough has a land border with Elizabeth and Bayonne, New Jersey on uninhabited Shooters Island.

Adjacent counties

Hudson County, New Jersey (north)
Kings County (Brooklyn) (northeast)
Monmouth County, New Jersey (south)
Middlesex County, New Jersey (southwest)
Union County, New Jersey (northwest)

At the 2010 Census, there were 468,730 people living in Staten Island, which is an increase of 5.6% since the 2000 Census.

According to the 2010 Census, 64.0% of the population was non-Hispanic White, down from 79% in 1990,[69] 10.6% Black or African American, 0.4% American Indian and Alaska Native, 7.5% Asian, 0.2% from some other race (non-Hispanic) and 2.6% of two or more races. 17.3% of Staten Island's population was of Hispanic or Latino origin (of any race).

In 2009, approximately 20.0% of the population was foreign born, and 1.8% of the populace was born in Puerto Rico, U.S. Island areas, or born abroad to American parents. Concordantly, 78.2% of the population was born in the United States. Approximately 28.6% of the population over five years of age spoke a language other than English at home, and 27.3% of the population over twenty-five years of age had a bachelor's degree or higher.

Transportation

Staten Island is connected to Brooklyn via the Verrazano-Narrows Bridge using I-278, the Staten Island Expressway. Once in Brooklyn, I-278 becomes the Gowanus Expressway and then the Brooklyn Queens Expressway, providing access to Manhattan through various tunnels and bridges.

Staten Island is the most auto-centric borough in New York City, with only 18.4% of all households being autoless. Citywide, the rate is 55%.

NYC Department of Transportation (Staten Island Ferry)

NYC Transit buses (local service on Staten Island and express service to Manhattan)

The Staten Island Ferry is the only direct transportation network from Staten Island to Manhattan, roughly a 25-minute trip. The Staten Island Ferry holds over 60,000 passengers per day. The ferry makes the 25 minute trip across New York Harbor 109 times every weekday, while utilizing five boats, and 75 times on Saturdays and 68 times every Sunday, using a three boat fleet.

NYC Transit provides local and limited bus service with over 30 lines throughout Staten Island. Most lines feed into the St. George Ferry Terminal in the northeastern corner of the borough. Three lines (the S53, S93, and S79 SBS) provide service over the Verrazano Bridge to Bay Ridge, Brooklyn. The S79 is the first Select Bus Service route in the borough, although it does not feature off-board fare payment characteristic of other Select Bus Service lines.

Express bus service to Manhattan via the Verrazano Bridge and the Gowanus Expressway is also available for a \$6.00 fare each way. The X1, X10, and X17 are the only ones to run outside of rush hour.

Hospitals

Richmond University Medical Center
Staten Island University Hospital

On average approximately 17 miles/45 min from the dispensary site

DISTRICT OFFICE
410 ATLANTIC AVENUE
BROOKLYN, NY 11217
(718) 875-5200
Fax: (718) 643-6620

CITY HALL OFFICE
250 BROADWAY, ROOM 1820
NEW YORK, NY 10007
(212) 788-7348
Fax: (212) 788-9758
slevin@council.nyc.gov



THE COUNCIL OF
THE CITY OF NEW YORK
STEPHEN T. LEVIN
COUNCIL MEMBER, 33rd DISTRICT, BROOKLYN

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GENERAL WELFARE

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ENVIRONMENTAL PROTECTION
LAND USE
TRANSPORTATION

SUB-COMMITTEE
LANDMARKS, PUBLIC SITING & MARITIME USES

June 1, 2015

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

Dear Commissioner Zucker,

I am writing in order to express my support for Sheva Health and Wellness LLC's application to locate a dispensary in my district in the Greenpoint neighborhood of Brooklyn. As a firm supporter of medical marijuana I am certain that my constituents who are suffering from chronically ill conditions will benefit from this facility being located in my district.

As medical marijuana is brand new to New York City, I cannot claim to be an expert in determining who is and who is not best qualified to run a dispensary. That said, Sheva Health and Wellness LLC does appear to be highly qualified. It is my understanding that they have met or exceeded the minimum requirements set by the NYS Department of Health in many areas. They have contracted with former New York State Police Inspector/Major Al Martin to manage their security operation and have hired Dr. Yehuda Baruch to serve as their Medical Director. Dr. Baruch had previously served as Head of the Israeli Ministry of Health's Medical Marijuana Program from 2003 through 2013.

Furthermore, the applicants have expressed to me their willingness to work with local advocacy groups to oppose the proliferation of synthetic marijuana, the illegal use of opioids, and financially support youth drug treatment and prevention programs. In addition, the applicant has shown a desire to be actively engaged in the community. To that end they have already reached out to Community Board 1 and Captain James B. Ryan of the 94th Precinct.

Therefore, for all the reasons stated above, I support Sheva Health and Wellness LLC locating a dispensary in Greenpoint, Brooklyn.

Sincerely,

A handwritten signature in cursive script that reads "Stephen T. Levin".

Stephen Levin
Council Member, District 33



THE SENATE
STATE OF NEW YORK
ALBANY 12247

RANKING MINORITY MEMBER
TRANSPORTATION

COMMITTEES

CIVIL SERVICE & PENSIONS
ELECTIONS
ENERGY & TELECOMMUNICATIONS
FINANCE
JUDICIARY
LABOR
RULES

MARTIN MALAVÉ DILAN
SENATOR, 18TH DISTRICT

ASSISTANT MINORITY LEADER
FOR POLICY AND ADMINISTRATION

MEMBER
LEGISLATIVE TASK FORCE ON DEMOGRAPHIC
RESEARCH & REAPPORTIONMENT

MEMBER
NEW YORK METROPOLITAN
TRANSPORTATION AUTHORITY
CAPITAL REVIEW BOARD

June 4, 2015

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

Dear Commissioner Zucker:

As you know, the process of selecting five businesses to be licensed in the cultivation, production, and sale of medicinal marijuana in New York is progressing and the application submittal deadline is fast approaching. I write to you today, to once again express my support for this program and to articulate that I have no opposition to the sighting of a facility within my district.

I have recently learned that at least one entity is submitting an application to establish a facility within my Senate district. Specifically, Sheva Health and Wellness LLC is seeking to operate a facility in Greenpoint and I have met with their representatives to learn of their proposal.

I recognize the stringent approach in establishing this program and the work your department has undertaken to see successful implementation. It is my understanding that Sheva's application will meet or exceed the minimum requirements set by the Department of Health. Additionally, the applicant has expressed a willingness to work with the local community throughout the process. This type of interaction with residents is important within the communities I represent.

Again, I fully support the medicinal marijuana program and I believe there is ample opportunity for a facility to be located in my district should there be local community support.

Sincerely,

Martin Malavé Dilan



Dispensary #2

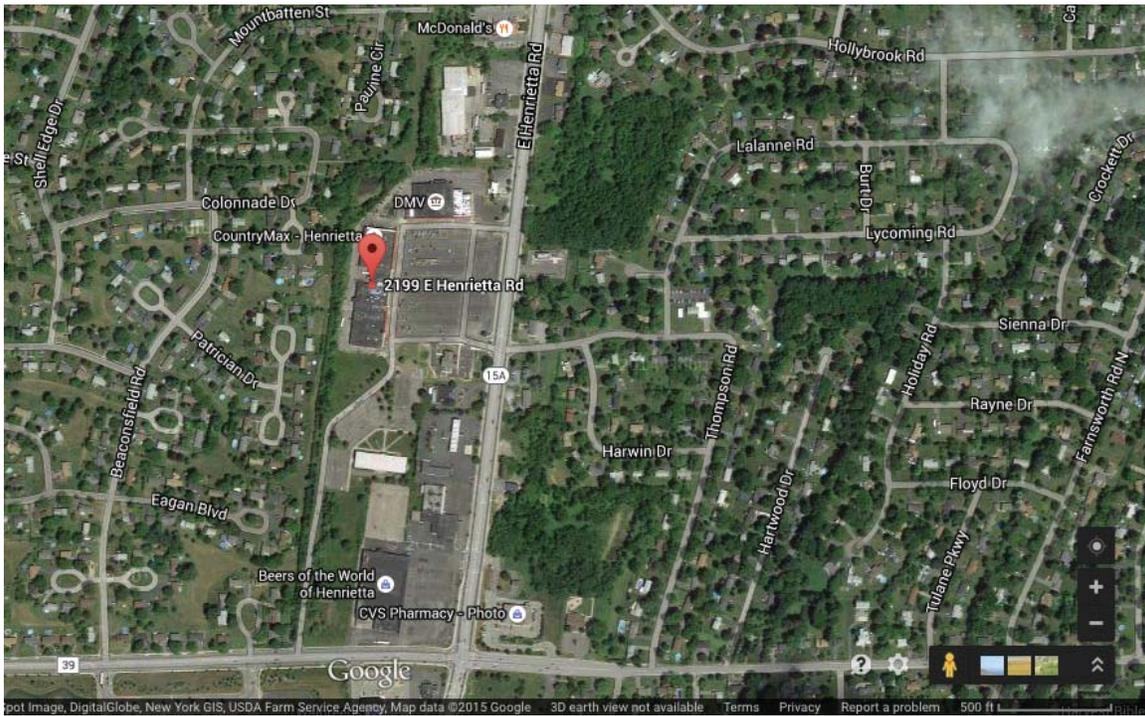
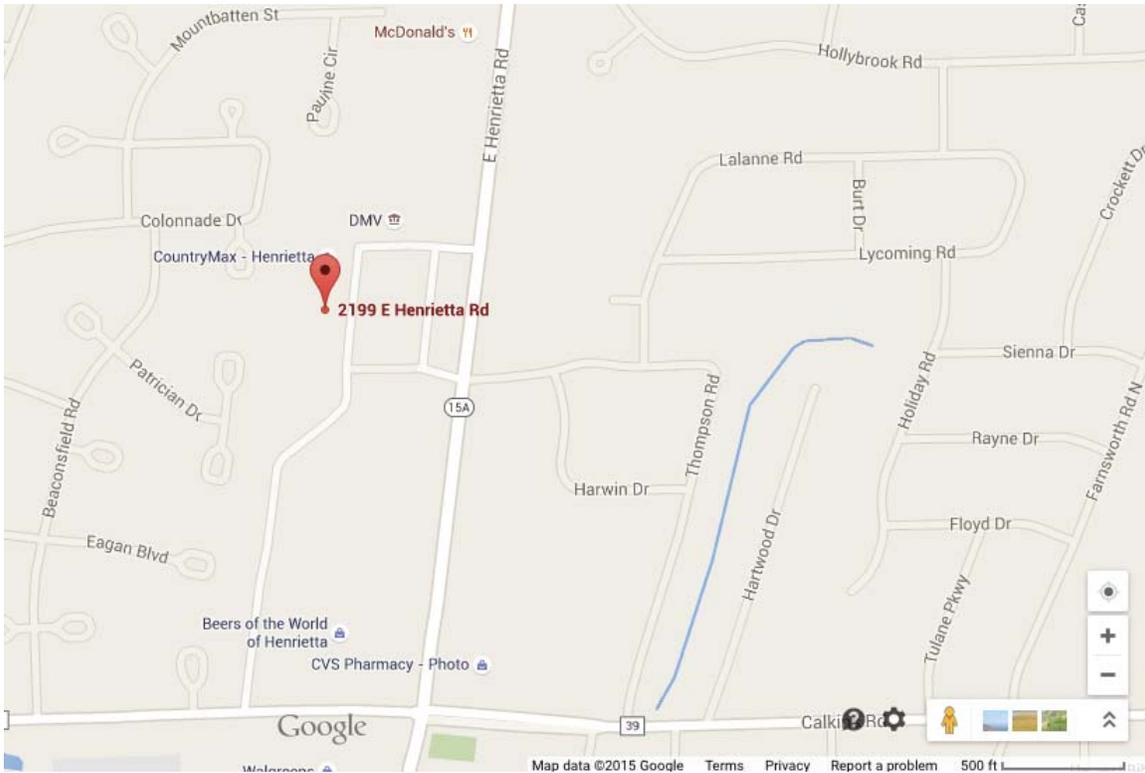
Address: 2199 E Henrietta Rd Henrietta, NY 14623 (Rochester County)

The dispensary is located in a area called Suburban Plaza in which other stores are located as well.

Dispensary #2 Site Location



Dispensary #2 Site Map



Dispensary #3

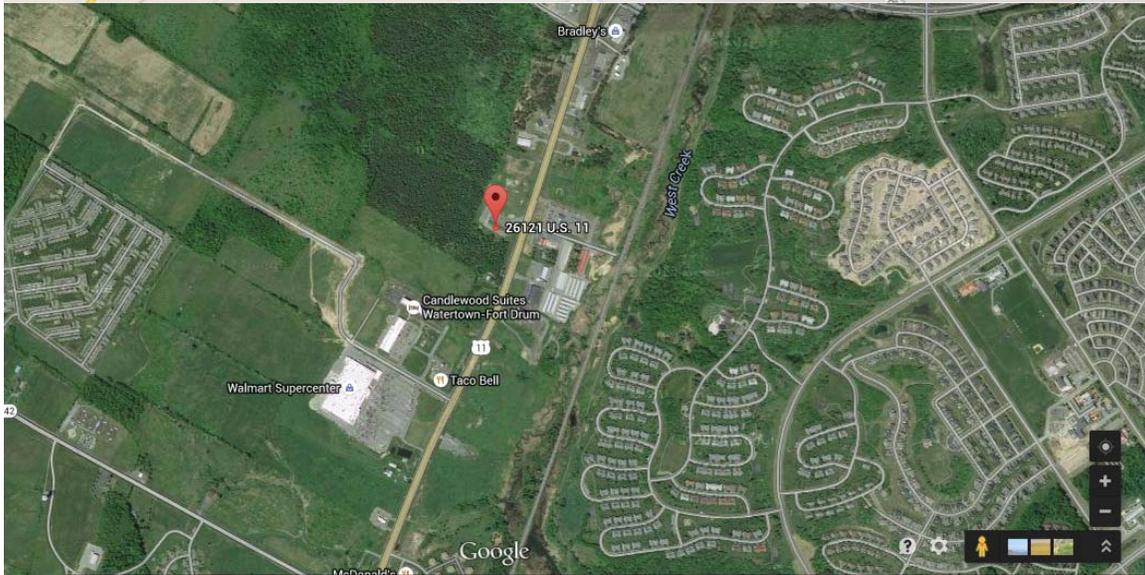
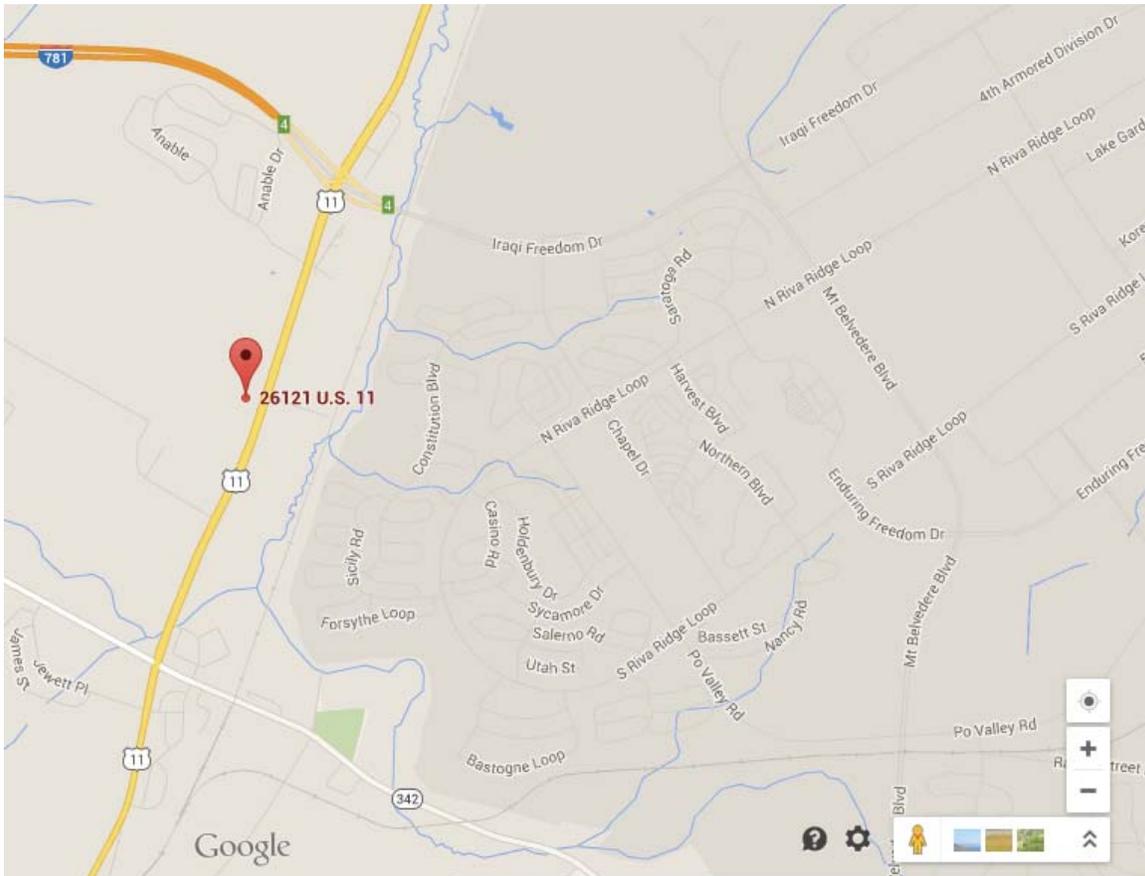
Address:

26121 US-11 Evans Mills, 13601 (Watertown County)

Dispensary #3 Site Location



Dispensary #2 Site Map



SITING PROFILE: Jefferson County, Watertown area

Request of for a Registration to
Operate a Registered Marijuana Dispensary

Site Location: 26121 US 11 Evans Mills NY 13601

Estimated zip code population in 2011: 38,257

Service Area: (Western Adirondacks/Eastern Lake Ontario) Herkimer, Jefferson, Lewis, Oneida and St. Lawrence counties)

The applicant attests that:

- 1) The application will reflect dispensary locations in Kings, Westchester, Monroe, and Jefferson counties. Jefferson County, specifically Watertown, was chosen to serve the public interest as an underserved area. The applicant has ensured that the dispensing sites are geographically located across the state and has taken population, transportation, and local support or non-opposition into account. The applicant deferrers to the Department of Health should these locations not serve the public interest. The applicant will relocate any dispensary upon advice and the direction of the Department of Health to serve the public interest.
- 2) The application is committed to maintaining effective control against diversion of marihuana, is able and willing to comply with all applicable state laws, is able and willing to properly carry out dispensing activities under the timetable proposed by the Department of Health, possesses the right to use sufficient land, buildings, and equipment to carry out this activity.
- 3) The applicant has in place a labor peace agreement for the employees of the dispensary.
- 4) To minimize adverse impacts of medical marijuana dispensaries there are no, churches and religious facilities, schools, or other areas where minors congregate within 1000 feet of the proposed site in either direction of Randolph Street.
- 5) The applicants will comply with all state and federal requirements regarding equal employment opportunity, nondiscrimination, and civil rights for persons with disabilities. The applicant assures compliance with the Americans with Disabilities Act ("ADA"), 42 U.S.C. §§ 12131-12134 and Non-Discrimination based on Disability
- 6) The applicant intends to work closely with the elected officials, business groups, union representation, neighborhood associations, and patient advocates in those counties where the dispensing facilities will be located. In addition, the applicant is committed to being a partner and "good neighbor" to the host communities.
- 7) Further, the applicant intends on serving the public interest by setting aside a portion its revenue to donated organization state-wide and within the host communities in the areas of domestic violence, alternatives to incarceration, violence against woman, juvenile justice, and

- 8) substance abuse including but not limited to synthetic marijuana, opiate prevention, and youth
- 9) drug abuse prevention. The applicant will look for advice and direction from the Department of Health on which programs are a priority to the State.

- 10) The applicant has made contact and several attempts to contact local leaders with regard to locating a dispensary in the Watertown area (Jefferson County). As of the date of submittal, the applicant has not received any opposition from local leaders to locating a dispensary in the Watertown area (Jefferson County).

Watertown/Evans Mills

Geography/Demographics

The Village of Evans Mills is within the Town of Le Ray and just northeast of Watertown.

The village of Evans Mills has a total area of 0.8 square miles, all of it land.

As of the census of 2000, there were 605 people, 251 households, and 163 families residing in the village. The population density was 768.8 people per square mile. There were 276 housing units at an average density of 350.7 per square mile. The racial makeup of the village was 94.05% White, 2.48% African American, 0.33% Native American, 1.49% Asian, and 1.65% from two or more races. Hispanic or Latino of any race were 0.66% of the population.

There were 251 households out of which 29.1% had children under the age of 18 living with them, 50.6% were married couples living together, 10.8% had a female householder with no husband present, and 34.7% were non-families. 29.5% of all households were made up of individuals and 16.3% had someone living alone who was 65 years of age or older. The average household size was 2.41 and the average family size was 2.95.

In the village the population was spread out with 24.0% under the age of 18, 9.8% from 18 to 24, 24.6% from 25 to 44, 25.1% from 45 to 64, and 16.5% who were 65 years of age or older. The median age was 37 years. For every 100 females there were 95.2 males. For every 100 females age 18 and over, there were 88.5 males.

The median income for a household in the village was \$40,750, and the median income for a family was \$44,886. Males had a median income of \$33,281 versus \$21,641 for females. The per capita income for the village was \$18,358. About 12.4% of families and 13.4% of the population were below the poverty line, including 21.9% of those under age 18 and 14.9% of those age 65 or over.

Transportation (Jefferson County)

Interstate 81
U.S. Route 11
New York State Route 3
New York State Route 3A
New York State Route 12
New York State Route 12E

New York State Route 26
New York State Route 180

Hospitals of note

Samaritan Medical Center, Watertown
Walker Cancer Treatment Center, Watertown

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Prevention, counseling, and treat Services funding targets

New York State Coalition Against Domestic Violence,
New York State Coalition Against Sexual Assault,
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Alcohol & Substance Abuse Council of Jefferson County (Watertown)
Central New York Alcohol and Drug Association (CNYADA) (Watertown),
Northern Tier Providers Coalition c/o Seaway Valley Prevention Council (Ogdensburg)
Upstate New York Poison Center - Upstate University Hospital - Downtown Campus (Syracuse)

The applicant would seek direction from the Department of Health if the Department has alternative organizations in need of funding to accomplish this objective

Service Area Counties

Herkimer County

Geography/Demographics

According to the U.S. Census Bureau, the county has a total area of 1,458 square miles, of which 1,411 square miles is land and 46 square miles is water.

Herkimer County is in central New York State, northwest of Albany, and east of Syracuse. The northern part of the county is in the Adirondack Park. The Mohawk River flows across the south part of the county.

As of the census of 2000, there were 64,427 people, 25,734 households, and 17,113 families residing in the county. The population density was 46 people per square mile. There were 32,026 housing units at an average density of 23 per square mile. The racial makeup of the county was 97.83% White, 0.51% Black or African American, 0.22% Native American, 0.41% Asian, 0.02% Pacific Islander, 0.18% from other races, and 0.84% from two or more races. 0.90% of the population were Hispanic or Latino of any race. 20.6% were of Italian, 16.3% German, 13.9% Irish, 9.3% English, 7.7% Polish, 6.2% American and 5.2% French ancestry according to Census 2000. 95.2% spoke English, 1.2% Spanish and 1.1% Italian as their first language.

There were 25,734 households out of which 30.60% had children under the age of 18 living with them, 51.20% were married couples living together, 10.30% had a female householder with no husband present, and 33.50% were non-families. 27.60% of all households were made up of individuals and 13.70% had someone living alone who was 65 years of age or older. The average household size was 2.46 and the average family size was 2.99.

In the county the population was spread out with 24.40% under the age of 18, 8.30% from 18 to 24, 26.60% from 25 to 44, 24.00% from 45 to 64, and 16.80% who were 65 years of age or older. The median age was 39 years. For every 100 females there were 94.20 males. For every 100 females age 18 and over, there were 91.70 males.

The median income for a household in the county was \$32,924, and the median income for a family was \$40,570. Males had a median income of \$29,908 versus \$21,518 for females. The per capita income for the county was \$16,141. About 8.90% of families and 12.50% of the population were below the poverty line, including 15.60% of those under age 18 and 10.40% of those age 65 or over.

Transportation

The following public use airport is located in the county:

Frankfort-Highland Airport (6B4) – Frankfort

Limited public transportation

Hospitals

Little Falls Hospital, Little Falls

Centers of major population

City of Little Falls – on average approximately 1hour 55 mins/95 miles from the dispensary site

The population was 4,946 at the 2010 census.

Lewis County

Geography/Demographics

According to the U.S. Census Bureau, the county has a total area of 1,290 square miles, of which 1,275 square miles is land and 15 square miles water.

The eastern part of the county is in the Adirondack Park.

Adjacent counties

St. Lawrence County - north

Herkimer County - east

Oneida County - south

Oswego County - west

Jefferson County - northwest

As of the census of 2000, there were 26,944 people, 10,040 households, and 7,309 families residing in the county. The population density was 21 people per square mile. There were 15,134 housing units at an average density of 12 per square mile. The racial makeup of the county was 98.17% White, 0.39% African American, 0.28% Native American, 0.23% Asian, 0.05% Pacific Islander, 0.28% from other races, and 0.59% from two or more races. Hispanic or Latino of any race were 0.64% of the population. 28.8% were of German, 13.8% French, 13.1% Irish, 9.2% English, 6.5% American and 5.3% Polish ancestry according to Census 2000. 97.3% spoke English and 1.0% Spanish as their first language.

There were 10,040 households out of which 35.30% had children under the age of 18 living with them, 59.40% were married couples living together, 8.40% had a female householder with no husband present, and 27.20% were non-families. 22.60% of all households were made up of individuals and 10.80% had someone living alone who was 65 years of age or older. The average household size was 2.66 and the average family size was 3.12.

In the county the population was spread out with 27.80% under the age of 18, 7.70% from 18 to 24, 28.20% from 25 to 44, 22.50% from 45 to 64, and 13.80% who were 65 years of age or older. The median age was 37 years. For every 100 females there were 98.60 males. For every 100 females age 18 and over, there were 97.60 males.

The median income for a household in the county was \$34,361, and the median income for a family was \$39,287. Males had a median income of \$30,479 versus \$21,115 for females. The per capita income for the county was \$14,971. About 10.10% of families and 13.20% of the population were below the poverty line, including 16.40% of those under age 18 and 14.00% of those age 65 or over.

Transportation

Interstate 90 in New York has an exit to access the county. There are several state routes that connect this rural area

Hospitals of note

Lewis County General Hospital, Lowville

Centers of major population

Town of Lowville – on average approximately 35 mins/30 miles from the dispensary site

As of the census of 2000, there were 4,548 people, 1,796 households, and 1,172 families residing in the town.

Oneida County

Geography/Demographics

According to the U.S. Census Bureau, the county has a total area of 1,258 square miles, of which 1,212 square miles is land and 45 square miles is water.

Oneida County is in the central portion of New York State, east of Syracuse, and west of Albany. Oneida Lake is on the northwestern corner of the county, and the Adirondack Park is on the northeast.

The Erie Canal bisects the county. Oneida Lake and Oneida Creek form part of the western boundary.

Adjacent counties

Lewis County - north

Herkimer County - east

Otsego County - southeast

Madison County - southwest

Oswego County - west

As of the census of 2000, there were 235,469 people, 90,496 households, and 59,184 families residing in the county. The population density was 194 people per square mile. There were 102,803 housing units at an average density of 85 per square mile. The racial makeup of the county was 90.21% White, 5.74% African American, 0.23% Native American, 1.16% Asian, 0.02% Pacific Islander, 1.11% from other races, and 1.52% from two or more races. Hispanic or Latino of any race were 3.20% of the population. 21.7% were of Italian, 13.1% Irish, 12.1% German, 9.9% Polish, 8.5% English and 5.6% American ancestry according to Census 2000. 90.6% spoke English, 2.7% Spanish, 1.3% Italian, 1.2% Serbo-Croatian and 1.1% Polish as their first language.

There were 90,496 households out of which 30.40% had children under the age of 18 living with them, 49.10% were married couples living together, 12.00% had a female householder with no husband present, and 34.60% were non-families. 29.50% of all households were made up of individuals and 13.10% had someone living alone who was 65 years of age or older. The average household size was 2.43 and the average family size was 3.02.

In the county the population was spread out with 23.90% under the age of 18, 8.60% from 18 to 24, 28.20% from 25 to 44, 22.90% from 45 to 64, and 16.50% who were 65 years of age or older. The median age was 38 years. For every 100 females there were 98.60 males. For every 100 females age 18 and over, there were 96.30 males.

The median income for a household in the county was \$35,909, and the median income for a family was \$45,341. Males had a median income of \$32,194 versus \$24,295 for females. The per capita income for the county was \$18,516. About 9.80% of families and 13.00% of the population were below the poverty line, including 18.90% of those under age 18 and 8.50% of those age 65 or over.

Transportation

Oneida County has several exits off the NYS thruway. It also has a stop in Rome for Amtrak service. Some of the areas of population have public bus transportation. Several state routes connect the county.

Hospitals of note

Faxton Saint Luke's Healthcare, Utica
Mohawk Valley Network, Utica
Oneida Healthcare Center, Oneida
Rome Memorial Hospital, Rome
Saint Elizabeth Medical Center, Utica
Sitrin Health Care Center, New Hartford
Slocum-Dickson Medical Group, New Hartford

Centers of major population

City of Rome – on average approximately 1 hour 25 mins/70 miles from the dispensary site

Rome's population was 33,725 at the 2010 census

City of Utica – on average approximately 1 hour 40 mins/80 miles from the dispensary site

Utica is the tenth-most populous city in New York, its population was 62,235 as of the 2010 U.S. census.

St. Lawrence

Geography/Demographics

According to the U.S. Census Bureau, the county has a total area of 2,821 square miles, of which 2,680 square miles is land and 141 square miles is water. It is the largest county by area in New York.

Part of the County is in the Adirondack Park.

Adjacent counties

Stormont, Dundas and Glengarry United Counties, Ontario, Canada - north

Leeds and Grenville United Counties, Ontario, Canada - northwest

Franklin County - east

Herkimer County - south

Hamilton County - south

Lewis County - southwest

Jefferson County – west

As of the census of 2000, there were 113,931 people, 40,506 households, and 26,936 families residing in the county. The population density was 42 people per square mile. There were 49,721 housing units at an average density of 18 per square mile. The racial makeup of the county was 94.51% White, 2.38% African American, 0.87% Native American, 0.71% Asian, 0.03% Pacific Islander, 0.69% from other races, and 0.51% from two or more races. Hispanic or Latino of any race were 1.79% of the population. 16.9% were of French, 16.1% Irish, 13.9% American, 11.6% English, 8.1% French Canadian, 7.9% German and 7.6% Italian ancestry according to Census 2000. 97.6% spoke English, 1.2% Spanish and 1.2% French as their first language.

There were 40,506 households out of which 31.80% had children under the age of 18 living with them, 51.50% were married couples living together, 10.30% had a female householder with no husband present, and 33.50% were non-families. 26.50% of all households were made up of individuals and 11.20% had someone living alone who was 65 years of age or older. The average household size was 2.49 and the average family size was 2.99.

In the county the population was spread out with 23.40% under the age of 18, 13.80% from 18 to 24, 27.40% from 25 to 44, 22.40% from 45 to 64, and 13.00% who were 65 years of age or older. The median age was 35 years. For every 100 females there were 103.30 males. For every 100 females age 18 and over, there were 102.10 males.

The median income for a household in the county was \$30,356, and the median income for a family was \$34,510. Males had a median income of \$30,135 versus \$24,253 for females. The per capita income for the county was \$14,728. About 12.30% of families and 19.90% of the population were below the poverty line, including 21.30% of those under age 18 and 10.30% of those age 65 or over.

Transportation

The County has several state routes and limited public transportation.

Massena International Airport (MSS) – Massena
Ogdensburg International Airport (OGS) – Ogdensburg
Potsdam Municipal Airport (PTD) – Potsdam

Hospitals of note

Canton-Potsdam Hospital, Potsdam
E. J. Noble Hospital, Gouverneur
Massena Memorial Hospital, Massena

Centers of major population

City of Ogdensburg – on average approximately 1 hour 10 mins/60 miles from the dispensary site

Ogdensburg's population was 11,128 at the 2010 census.

Town of Gouverneur – on average approximately 50 mins/35 miles from the dispensary site

The population of Gouverneur was 7,085 at the 2010 census.

Town of Massena – on average approximately 1 hour 50 mins/90 miles from the dispensary site

Massena is located on the northern Canadian border of the county with a population of 12,883 at the 2010 census.

Town of Potsdam – on average approximately 1 hour 30 mins/70 miles from the dispensary site

Potsdam is a town with a population of 17,029 as of the 2010 census

Dispensary #4

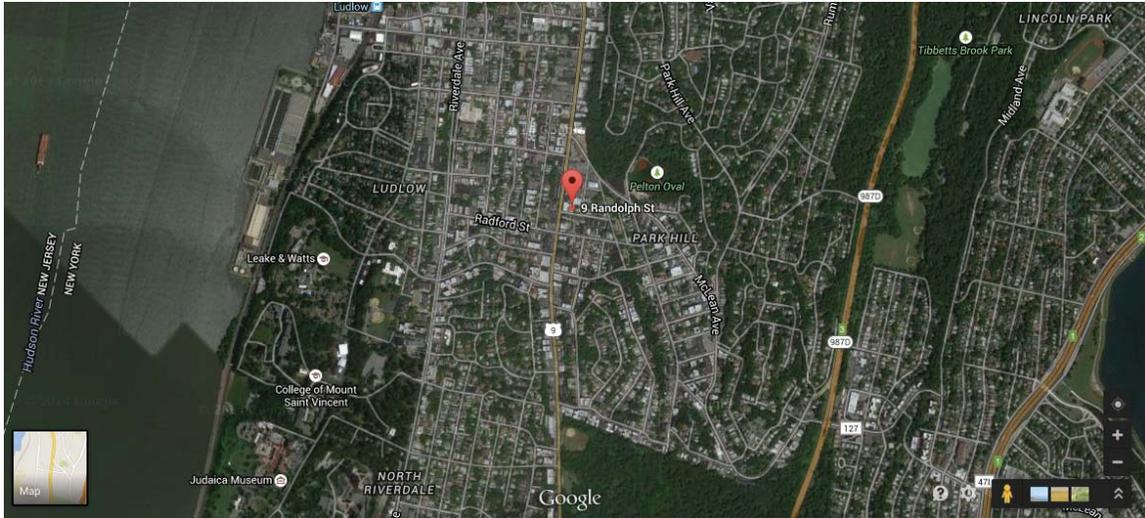
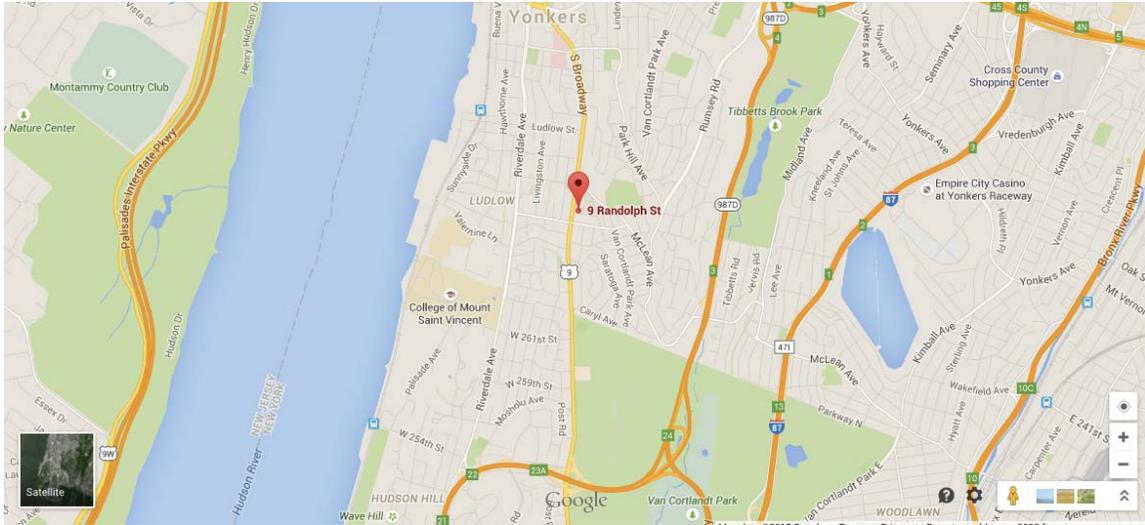
Address:

9 Randolph St Yonkers, NY 10703 (Westchester County)

Dispensary #4 Site Location



Dispensary #4 Site Map



SITING PROFILE: Westchester County, City of Yonkers

Request of for a Registration to
Operate a Registered Marijuana Dispensary

Site Location: 9 Randolph Street, Yonkers, NY 10703

Estimated zip code population in 2011: 20,367

Service Area: (Lower Hudson Valley) Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster and Westchester counties

The applicant attests that:

- 1) The application will reflect dispensary locations in Kings, Westchester, Monroe, and Jefferson counties. Jefferson County, specifically Watertown area, was chosen to serve the public interest as an underserved area. The applicant has ensured that the dispensing sites are geographically located across the state and has taken population, transportation, and local support or non-opposition into account. The applicant deferrers to the Department of Health should these locations not serve the public interest. The applicant will relocate any dispensary upon advice and the direction of the Department of Health to serve the public interest.
- 2) The application is committed to maintaining effective control against diversion of marihuana, is able and willing to comply with all applicable state laws, is able and willing to properly carry out dispensing activities under the timetable proposed by the Department of Health, possesses the right to use sufficient land, buildings, and equipment to carry out this activity.
- 3) The applicant has in place a labor peace agreement for the employees of the dispensary.
- 4) To minimize adverse impacts of medical marijuana dispensaries there are no, churches and religious facilities, schools, or other areas where minors congregate within 1000 feet of the proposed site in either direction of Randolph Street.
- 5) The applicants will comply with all state and federal requirements regarding equal employment opportunity, nondiscrimination, and civil rights for persons with disabilities. The applicant assures compliance with the Americans with Disabilities Act ("ADA"), 42 U.S.C. §§ 12131-12134 and Non-Discrimination based on Disability
- 6) The applicant intends to work closely with the elected officials, business groups, union representation, neighborhood associations, and patient advocates in those counties where the dispensing facilities will be located. In addition, the applicant is committed to being a partner and "good neighbor" to the host communities.
- 7) Further, the applicant intends on serving the public interest by setting aside a portion its revenue to donated organization state-wide and within the host communities in the areas of domestic violence, alternatives to incarceration, violence against woman, juvenile justice, and substance abuse including but not limited to synthetic marijuana, opiate prevention, and youth

drug abuse prevention. The applicant will look for advice and direction from the Department of Health on which programs are a priority to the State.

- 8) The applicant has made contact and several attempts to contact local leaders with regard to locating a dispensary in Yonkers (Westchester County). As of the date of submittal, the applicant has received support and non-opposition from local leaders to locating a dispensary in Yonkers (Westchester County).

City of Yonkers

Demographics/Geography

The city occupies 20.3 square miles, including 18.1 square miles of land and 2.2 square miles of water, according to the United States Census Bureau. The Bronx River separates Yonkers from Mount Vernon, Tuckahoe, Eastchester, Bronxville, and Scarsdale to the east. The town of Greenburgh is to the north, and on the western border is the Hudson River.

On the south, Yonkers borders the Riverdale, Woodlawn, and Wakefield sections of The Bronx. In addition, the southernmost point of Yonkers is only 2 miles north of the northernmost point of Manhattan when measured from Broadway & Caryl Avenue in Yonkers to Broadway & West 228th Street in the Marble Hill section of Manhattan.

As of the census of 2010, there were 195,976 people in the city. The population density was 10,827.4 people per square mile. There were 80,839 housing units at an average density of 4,466.2 per square mile. The racial makeup of the city was 55.8% White, 18.7% African American, 0.7% Native American, 5.9% Asian, 0.1% Pacific Islander, 14.7% from other races, and 4.1% from two or more races. 34.7% of the population were Hispanic or Latino of any racial background. Non-Hispanic Whites were 41.4% of the population in 2010.

There were 74,351 households out of which 30.9% have children under the age of 18 living with them in 2000, 44.2% are married couples living together, 17.2% have a female householder with no husband present, and 33.7% are non-families. 29.2% of all households are made up of individuals and 11.9% have someone living alone who is 65 years of age or older. The average household size is 2.61 and the average family size is 3.23.

In 2000, the city the population is spread out with 24.3% under the age of 18, 8.8% from 18 to 25, 30.6% from 25 to 45, 21.2% from 45 to 65, and 15.0% who are 65 years of age or older. The median age is 36 years. For every 100 females there are 88.6 males. For every 100 females age 18 and over, there are 84.2 males.

The median income for a household in the city was \$44,663 in 2000, and the median income for a family is \$53,233. Males have a median income of \$41,598 versus \$34,756 for females. The per capita income for the city is \$22,793. 15.5% of the population and 13.0% of families are below the poverty line. Out of the total population, 24.8% of those under the age of 18 and 9.9% of those 65 and older are living below the poverty line.

Transportation

Yonkers has the eleventh-highest rate of public transit ridership among cities in the United States, and 27% of Yonkers households do not own a car.

Bus service in Yonkers is provided by Westchester County Bee-Line Bus System, the second-largest bus system in New York State, along with some MTA Bus Company express routes to Manhattan. Yonkers is the top origin and destination for the Bee-Line Bus service area, including Westchester and the northern Bronx, with the Getty Square intermodal hub seeing passenger levels in the millions annually.

Yonkers is served by two heavy-rail commuter lines. Hudson Line Metro-North Railroad stations providing commuter service to New York City: Ludlow, Yonkers, Glenwood and Greystone. The Yonkers station is also served by Amtrak. Several Harlem Line stations are on or very near the city's eastern border. These include Wakefield, Mt. Vernon West, Fleetwood, Bronxville, Tuckahoe and Crestwood.

Major limited-access roads in Yonkers include Interstate 87 (the New York State Thruway), the Saw Mill, Bronx River, Sprain Brook and Cross County parkways. US 9, NY 9A and 100 are important surface streets.

Hospitals of note

Burke Rehabilitation Hospital, White Plains
Community Hospital at Dobbs Ferry, Dobbs Ferry
Franklin Delano Roosevelt Campus of the VA Hudson Valley Health Care System, Montrose
Hudson Valley Hospital Center, Corlandt Manor
Lawrence Hospital Center, Bronxville
Northern Westchester Hospital Center, Mt Kisco
Northern Westchester Hospital Center, Mount Kisco
Phelps Memorial Hospital Center, Sleepy Hollow
Riverside Health Care System, Yonkers
Rye Hospital Center, Rye
Saint Agnes Hospital, White Plains
Saint John's Riverside Hospital, Yonkers
Saint Joseph's Medical Center, Yonkers
Saint Vincent's Hospital Westchester, Harrison
Sound Shore Medical Center of Westchester, New Rochelle
United Hospital Medical Center, Port Chester
Hudson Valley Healthcare System, Montrose
Westchester Medical Center, Valhalla
White Plains Hospital Center, White Plains

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Email: info@westchesterny.org

Marsha Gordon
President & CEO
The Business Council of Westchester
914-948-2110

Prevention, counseling, and treat Services funding targets

New York State Coalition Against Domestic Violence
New York State Coalition Against Sexual Assault
Westchester/Putnam Coalition of Alcoholism & Substance Abuse Programs (Tarrytown)
The Guidance Center of Westchester, Inc. (Mount Vernon)
The Counseling Center at Yorktown Heights (Yorktown)

The applicant would seek direction from the Department of Health if the Department has alternative organizations in need of funding to accomplish this objective

Centers of major population within Westchester County

City of New Rochelle city – on average approximately 10 miles/20 mins to the dispensary site

In 2007, the city had a population of 73,260, making it the seventh-largest in the state of New York

City of Mt. Vernon – on average approximately 5 miles/15 mins from the dispensary site

As of the 2010 census, Mount Vernon had a population of 67,292

City of Peekskill – on average approximately 35 miles/45 mins from the dispensary site

As of the census of 2000, there were 22,441 people, 8,696 households, and 5,348 families residing in the city

City of Rye – on average approximately 20 miles/30 min from the dispensary site

The population was 15,720 at the 2010 census

City of White Plains – on average approximately 15 miles away or a 30 mins from the dispensary site

As of the census of 2000, there were 53,077 people, 20,921 households, and 12,704 families residing in the city.

Village of Port Chester - on average approximately 20 miles/30 mins from the dispensary site

The village is part of the town of Rye. As of the 2010 census, Port Chester had a population of 28,967

Village of Harrison - on average approximately 15 miles/30 mins from the dispensary site

The population was 27,472 at the 2010 census.

Village of Ossing – on average approximately 5 miles/10 mins from the dispensary site

The population was 25,060 at the 2010 census.

Village of Mamaroneck – on average approximately 15 miles/25 mins from the dispensary site

As of the census of 2010, there were 18,929 people residing in the village.

Dutchess County

Demographics/Geography

According to the U.S. Census Bureau, the county has a total area of 825 square miles, of which 796 square miles is land and 30 square miles is water.

Dutchess County is located in southeastern New York State, between the Hudson River on its west and the New York-Connecticut border on its east, about halfway between the cities of Albany and New York. It contains two cities: Beacon and Poughkeepsie.

Almost a half mile long border exists with Berkshire County, Massachusetts in the extreme northern end of the county.

Adjacent counties

- Columbia County - north
- Berkshire County, Massachusetts - northeast
- Litchfield County, Connecticut - east
- Fairfield County, Connecticut - southeast

Putnam County - south
Orange County - southwest
Ulster County – west

As of the census of 2000, there were 280,150 people, 99,536 households, and 69,177 families residing in the county. The population density was 350 people per square mile. There were 106,103 housing units at an average density of 132 per square mile. The racial makeup of the county was 83.66% White (80.3% non-Hispanic whites), 9.32% Black or African American, 0.22% Native American, 2.52% Asian, 0.03% Pacific Islander, 2.37% from other races, and 1.89% from two or more races. 6.45% were Hispanic or Latino of any race. 22.0% were of Italian, 16.9% Irish, 11.3% German and 6.7% English ancestry according to Census 2000. 88.3% spoke English and 4.8% Spanish

There were 99,536 households out of which 34.50% had children under the age of 18 living with them, 55.50% were married couples living together, 10.30% had a female householder with no husband present, and 30.50% were non-families. 24.60% of all households were made up of individuals and 9.00% had someone living alone who was 65 years of age or older. The average household size was 2.63 and the average family size was 3.16.

In the county the population was spread out with 25.10% under the age of 18, 9.40% from 18 to 24, 30.20% from 25 to 44, 23.20% from 45 to 64, and 12.00% who were 65 years of age or older. The median age was 37 years. For every 100 females there were 100.10 males. For every 100 females age 18 and over, there were 98.20 males.

The median income for a household in the county was \$53,086, and the median income for a family was \$63,254. Males had a median income of \$45,576 versus \$30,706 for females. The per capita income for the county was \$23,940. About 5.00% of families and 7.50% of the population were below the poverty line, including 8.50% of those under age 18 and 6.50% of those age 65 or over.

Transportation

Interstate 84 traverses the county in an east-west route cutting through the southern quadrant of the county. It is the only interstate highway in the county.

US 9, the Taconic State Parkway, and NY 22 are the main north-south roads in the county.

US 44, NY 55, and NY 199 are the other main east-west roads in the county

Amtrak has stations in Rhinecliff, a small hamlet in the Town of Rhinebeck, and Poughkeepsie, with both stations being served by Empire Service trains as well as other trains that run along the line. The latter station is the terminus of the Hudson Line of the Metro-North Railroad. The Hudson Line also has station stops in New Hamburg (a hamlet of the town of Poughkeepsie) and Beacon.

The Harlem Line, on the eastern side of the county, has station stops in Pawling, Wingdale, Dover Plains, and two stops in Wassaic.

Public transportation in Dutchess County is handled by the Dutchess County Department of Mass Transit, branded publicly as the LOOP system. Outside of the urbanized area of the county, most service is limited. The City of Poughkeepsie operates its own limited system as well. Privately run lines connect Poughkeepsie to New Paltz and Beacon to Newburgh.

For intercity bus service, Adirondack Trailways and Short Line Bus also operate some service through Poughkeepsie, Rhinebeck, and the southern part of the county.

The Dutchess County Airport, located in the town of Wappinger, is a general aviation facility which once had commercial service. The closest commercial airport, Stewart International Airport, is located across the Hudson River in Newburgh.

Hospitals of note

Health Quest, Poughkeepsie
Northern Dutchess Hospital, Rhinebeck
Saint Francis Hospital, Poughkeepsie
Vassar Brothers Medical Center, Poughkeepsie

Centers of major population within Westchester County

City of Beacon – on average approximately 60 miles/1 hour 10 mins to the dispensary site

The 2010 census placed the city total population at 15,541.

City of Poughkeepsie – on average approximately 70 miles/1 hour 20 mins from the dispensary site

As of the census of 2010, there were 32,736 people

Orange County

Demographics/Geography

According to the U.S. Census Bureau, the county has a total area of 839 square miles, of which 812 square miles is land and 27 square miles is water.

Orange County is in southeastern New York State, directly north of the New Jersey-New York border, west of the Hudson River, east of the Delaware River and northwest of New York City. It borders the New York counties of Dutchess, Putnam, Rockland, Sullivan, Ulster, and Westchester, as well as Passaic and Sussex counties in New Jersey and Pike County in Pennsylvania.

Adjacent counties

Ulster County – north
Dutchess County – northeast
Rockland County – southeast
Pike County, Pennsylvania – southwest
Sullivan County – northwest

As of the census of 2000, there were 341,367 people, 114,788 households, and 84,483 families residing in the county. The population density was 418 people per square mile. There were 122,754 housing units at an average density of 150 per square mile. The racial makeup of the county was 83.70% White, 8.09% Black or African American, 0.35% Native American, 1.51% Asian, 0.04% Pacific Islander, 4.09% from other races, and 2.23% from two or more races. 11.64% of the population were Hispanic or Latino

of any race. 18.3% were of Italian, 17.4% Irish, 10.2% German and 5.0% Polish ancestry according to the 2000 census. 9.23% reported speaking Spanish at home, 3.29% Yiddish, and 1.20% Italian.

By 2005, census estimates placed Orange County's non-Hispanic white population at 72.4%. African Americans were 10.2% of the population. Native Americans were at 0.4%, a change that was less than can be measured by the precision of the 2005 estimates being used for these figures. Asians were up to 2.2% of the population. Latinos had made the largest gain as an increase in their percentage of the population, and constituted 14.9% of the county's population.

There were 114,788 households out of which 39.60% had children under the age of 18 living with them, 57.90% were married couples living together, 11.40% had a female householder with no husband present, and 26.40% were non-families. 21.50% of all households were made up of individuals and 8.50% had someone living alone who was 65 years of age or older. The average household size was 2.85 and the average family size was 3.35.

In the county the population was spread out with 29.00% under the age of 18, 8.70% from 18 to 24, 30.00% from 25 to 44, 21.90% from 45 to 64, and 10.30% who were 65 years of age or older. The median age was 35 years. For every 100 females there were 100.30 males. For every 100 females age 18 and over, there were 97.50 males.

The median income for a household in the county was \$52,058, and the median income for a family was \$60,355. Males had a median income of \$42,363 versus \$30,821 for females. The per capita income for the county was \$21,597. About 7.60% of families and 10.50% of the population were below the poverty line, including 14.80% of those under age 18 and 8.00% of those age 65 or over.

Transportation

The county is served by Stewart International Airport, located two miles west of Newburgh, New York. The airport serves Delta Air Lines, JetBlue Airways, Northwest Airlines, and US Airways.

Ground transportation within Orange County is provided primarily by New Jersey Transit, Short Line Bus, and Metro-North Railroad's Port Jervis Line, as well as amenities such as senior citizen bussing and car services, which usually restrict themselves to their respective town or city.

Hospitals of note

Orange Regional Medical Center, Goshen
Orange Regional Medical Center, Middletown
Saint Anthony Community Hospital, Warwick
Saint Luke's Cornwall Hospital, Newburgh

Centers of major population

City of Middletown – on average approximately 70 miles/1 hour 20 mins from the dispensary site

As of the 2010 census, the population of Middletown is 28,086.

City of Newburgh – on average approximately 60 miles/1 hour 10 mins from the dispensary site

As of the census of 2000, there were 28,259 people, 9,144 households, and 6,080 families residing in the city.

Putnam County

Demographics/Geography

According to the U.S. Census Bureau, the county has a total area of 246 square miles, of which 230 square miles is land and 16 square miles is water.

Putnam County is situated in the southeastern part of New York, between the Hudson River on its west and the New York-Connecticut border on its east. Putnam is southeast of Newburgh, and it is north of White Plains and about 55 miles north of New York City.

Adjacent counties

Dutchess County (north)
Fairfield County, Connecticut (east)
Westchester County (south)
Rockland County (southwest)
Orange County (west)

As of the census of 2000, there were 95,745 people, 32,703 households, and 25,181 families residing in the county. The population density was 414 people per square mile. There were 35,030 housing units at an average density of 152 per square mile (58/km²). The racial makeup of the county was 93.9% White, 1.6% Black or African American, 0.1% Native American, 1.2% Asian, <0.1% Pacific Islander, 1.7% from other races, and 1.4% from two or more races. 6.2% of the population were Hispanic or Latino of any race. 31.0% were of Italian, 21.1% Irish and 9.7% German ancestry according to Census 2000. 87.5% spoke English, 5.2% Spanish and 3.2% Italian as their first language. As of 2005 the population was estimated to be 86% non-Hispanic whites. African-Americans were now 2.6% of the population. 0.2% of the population was Native Americans. 1.9% was Asian. 9.2% of the population was Hispanic or Latino, representing a significant change in the ethnic make up of the county's population.

In 2000 there were 32,703 households out of which 38.9% had children under the age of 18 living with them, 65.4% were married couples living together, 8.3% had a female householder with no husband present, and 23.0% were non-families. 18.1% of all households were made up of individuals and 5.9% had someone living alone who was 65 years of age or older. The average household size was 2.86 and the average family size was 3.27. In the county the population was spread out with 26.5% under the age of 18, 6.3% from 18 to 24, 32.1% from 25 to 44, 25.6% from 45 to 64, and 9.6% who were 65 years of age or older. The median age was 37 years. For every 100 females there were 99.5 males. For every 100 females age 18 and over, there were 97.3 males.

Transportation

Putnam has two interstate highways. The east-west Interstate 84 comes in from the north near Ludingtonville, and connects to the southbound Interstate 684 in Southeast toward the Connecticut border. The Taconic State Parkway, another high-speed through road, runs north-south through central Putnam.[39] US 9 runs north-south in the western part of the county, paralleled by NY 9D along the Hudson River. NY 22 runs north-south in the eastern part of the county. NY 301 runs east-west from

Cold Spring to Carmel. The short NY 403 connects 9 and 9D near Garrison. Three of the region's major east-west routes traverse the eastern half of the county. NY 52 enters alongside I-84 from Dutchess County, to end at US 6 south of Carmel. East of Brewster, US 6 joins US 202 and the routes leave the county and state concurrently aside the interstate.

The county also has several passenger trains that travel through the county. The Harlem Line and the Hudson Line of the Metro-North Railroad run north-south in Putnam. The Harlem Line makes stops at Brewster, Southeast, and Patterson. The Hudson Line makes stops at Manitou, Garrison, Cold Spring, and Breakneck Ridge. A connection to Amtrak can be made to the south at Croton-Harmon in upper Westchester County or to the north at Poughkeepsie in Dutchess County, both on the Hudson Line. Grand Central Terminal is roughly a one hour train ride.

Putnam has no airport.

Hospitals of note

Putnam Hospital Center, Carmel

Centers of major population

Town of Carmel – on average approximately 45 miles/60 min from the dispensary site

Carmel is a town in Putnam County, New York, United States. As of the 2010 census, the town had a population of 34,305.

Rockland County

Demographics/Geography

According to the U.S. Census Bureau, the county has a total area of 199 square miles, of which 174 square miles is land and 26 square miles is water.

Rockland County lies just north of the New Jersey-New York border, west of Westchester County across the Hudson River, and south of Orange County.

Adjacent counties

Orange County (northwest)
Putnam County (northeast)
Westchester County (east)
Passaic County, New Jersey (west)
Bergen County, New Jersey (south)

Rockland's borders with Putnam and Passaic counties are short, totaling less than one mile.

As of the census of 2000, there were 286,753 people, 92,675 households, and 70,989 families residing in the county. The population density was 1,646 people per square mile. There were 94,973 housing units at an average density of 545 per square mile. However, residents live closer together than the census numbers indicate, as 30% of the county is reserved as parkland. 9% of residents reported speaking Spanish at home, 5% Yiddish, 3% French-based creole, 1.5% Italian, 1.3% Tagalog, 1.3% Hebrew, 1.2% French, and 1% Russian.

Transportation

The Tappan Zee Bridge connects South Nyack in Rockland County and Tarrytown in Westchester County across the Hudson River in the Lower Hudson Valley of New York State.

The county is served by several major highways, including Interstate 87/287 (the New York Thruway). The Palisades Interstate Parkway connects the county directly to the George Washington Bridge due south. Another vital artery, the Garden State Parkway connects New Jersey to I-87/287.

The highways in Rockland County are:

NY 17 - NY-45 - NY-59 - NY-106 - NY-210 - NY 303 - NY 304 - NY 306 - NY 340

US 9W - US 202

I-87/I-287/New York State Thruway

The Transport of Rockland operates several local bus routes throughout the county, as well as an express bus route to Tarrytown and White Plains in Westchester County. TOR provides connections to other neighborhood bus operations – Minitrans and connections to commuter lines, Rockland Coaches and Short Line providing service to northern New Jersey and New York City.

New Jersey Transit/Metro-North Railroad operates the Port Jervis Line, which stops at the Suffern Railroad Station, and the Pascack Valley Line, whose stops include Pearl River, Nanuet and Spring Valley in their respective hamlets and village of the same name. Connections on this line are available at Secaucus for service to Penn Station in Midtown Manhattan and service to the Meadowlands Sports Complex in East Rutherford, New Jersey. The southern terminus of both lines is Hoboken Terminal, where connections can be made to several NJ Transit bus lines, ferries, and PATH trains to the city.

NY Waterway operates a ferry service between Haverstraw and Ossining in Westchester County for the Metropolitan Transportation Authority. Commuters are able to take the Transport of Rockland's Ferry Express route to the Haverstraw ferry terminal for service to Metro-North's Hudson Line service to Grand Central Terminal.

Hospitals of note

Good Samaritan Hospital, Suffern
Helen Hayes Hospital, West Haverstraw
Nyack Hospital, Nyack

Centers of major population

Village of Spring Valley village – on average approximately 25 miles/40 mins from the dispensary site

Spring Valley is a village in the towns of Ramapo and Clarkstown in Rockland County. As of the census of 2000, there were 25,464 people, 7,566 households, and 5,523 families residing in the village.

Hamlet of New City– on average approximately 30 miles/40 mins from the dispensary site

New City is a hamlet and census-designated place in the town of Clarkstown, Rockland County. As of the 2000 census, there were 34,038 people, 11,030 households, and 9,496 families residing in the CDP.

Town of Clarkstown– on average approximately 30 miles/40 mins from the dispensary site

As of the 2010 census, the town had a total population of 84,187

Town of Haverstraw– on average approximately 30 miles/40 mins from the dispensary site

The population was 36,634 at the 2010 census

Town of Orangetown– on average approximately 20 miles/30 mins from the dispensary site

The population was 49,212 at the 2010 census.

Town of Ramapo – on average approximately 30 miles/40 mins from the dispensary site

As of the 2010 census, Ramapo had a total population of 126,595. If Ramapo were incorporated as a city, it would be the sixth-largest city in the state of New York.

Town of Stony Point – on average approximately 35 miles/50 mins from the dispensary site

The town is located north of the town of Haverstraw, east and south of Orange County, New York, and west of the Hudson River and Westchester County. The population was 15,059 at the 2010 census.

Sullivan County

Demographics/Geography

According to the U.S. Census Bureau, the county has a total area of 997 square miles, of which 968 square miles is land and 29 square miles is water.

Sullivan County is in the southern part of New York State, southeast of Binghamton and southwest of Albany. It is separated from Pennsylvania along its southwest boundary by the Delaware River.

The county, which starts about 75 miles northwest of New York City, is in the Catskill Mountains. Its northeastern corner is within the Catskill Park.

Adjacent counties

Delaware County - north

Ulster County - northeast

Orange County - southeast

Pike County, Pennsylvania - southwest

Wayne County, Pennsylvania – west

As of the census of 2000, there were 73,966 people, 27,661 households, and 18,311 families residing in the county. The population density was 76 people per square mile. There were 44,730 housing units at an average density of 46 per square mile. The racial makeup of the county was 85.31% White, 8.51% Black or African American, 0.27% Native American, 1.12% Asian, 0.04% Pacific Islander, 2.89% from other races, and 1.87% from two or more races. 9.25% of the population were Hispanic or Latino of any race. 16.6% were of German, 13.9% Irish, 12.5% Italian, 7.3% American and 6.2% English ancestry according to Census 2000. 86.6% spoke English, 7.4% Spanish and 1.0% German as their first language

There were 27,661 households out of which 31.30% had children under the age of 18 living with them, 50.10% were married couples living together, 11.40% had a female householder with no husband present, and 33.80% were non-families. 27.90% of all households were made up of individuals and 11.40% had someone living alone who was 65 years of age or older. The average household size was 2.50 and the average family size was 3.05.

In the county the population was spread out with 24.90% under the age of 18, 7.30% from 18 to 24, 28.10% from 25 to 44, 25.40% from 45 to 64, and 14.30% who were 65 years of age or older. The median age was 39 years. For every 100 females there were 103.60 males. For every 100 females age 18 and over, there were 102.80 males.

The median income for a household in the county was \$36,998, and the median income for a family was \$43,458. Males had a median income of \$36,110 versus \$25,754 for females. The per capita income for the county was \$18,892. About 11.60% of families and 17.40% of the population were below the poverty line, including 21.60% of those under age 18 and 10.70% of those age 65 or over.

Transportation

Sullivan County has some service provided by Coach USA to New York City. It also has some local service provided by the county itself.

Hospitals of note

None of note

Centers of major population

Town of Thompson— on average approximately 90 miles/1 hour 30 mins from the dispensary site

The population was 15,308 at the 2010 census

Town of Fallsburg— on average approximately 95 miles/1 hour 40 mins from the dispensary site

The population was 12,870 at the 2010 census.

Ulster County

Demographics/Geography

According to the U.S. Census Bureau, the county has a total area of 1,161 square miles, of which 1,124 square miles is land and 37 square miles is water.

Ulster County is in the southeast part of New York State, south of Albany, immediately west of the Hudson River. Much of the county is within the Catskill Mountains and the Shawangunk Ridge.

Adjacent counties

Greene County — north

Columbia County — northeast

Dutchess County — southeast

Orange County — south

Sullivan County — southwest

Delaware County — northwest

As of the census of 2009, there were 181,440 people, 67,499 households, and 43,536 families residing in the county. The population density was 158 people per square mile. There were 77,656 housing units at an average density of 69 per square mile. The racial makeup of the county, as of 2008, was 83.2% White, 6.50% Black or African American, 0.3% Native American, 1.7% Asian, 0.03% Pacific Islander, 2.15% from other races, and 1.70% from two or more races. 7.6% of the population were Hispanic or Latino of any race. 19.2% were of Italian, 16.8% Irish, 15.5% German, 6.8% English, and 4.7% American ancestry according to Census 2000. 90.3% spoke English, 4.5% Spanish, 1.2% Italian, and 1.0% German as their first language.

There were 67,499 households out of which 30.70% had children under the age of 18 living with them, 49.20% were married couples living together, 10.90% had a female householder with no husband present, and 35.50% were non-families. Of all households, 27.90% were made up of individuals and 10.20% had someone living alone who was 65 years of age or older. The average household size was 2.47 and the average family size was 3.03.

In the county the population was spread out with 23.50% under the age of 18, 8.70% from 18 to 24, 29.70% from 25 to 44, 24.70% from 45 to 64, and 13.30% who were 65 years of age or older. The median age was 38 years. For every 100 females there were 99.10 males. For every 100 females age 18 and over, there were 96.60 males.

The median income for a household in the county was \$42,551, and the median income for a family was \$51,708. Males had a median income of \$36,808 versus \$27,086 for females. The per capita income for the county was \$20,846. About 7.20% of families and 11.40% of the population were below the poverty line, including 13.00% of those under age 18 and 8.70% of those age 65 or over.

Transportation

The New York State Thruway Interstate 87 runs north–south through the county, carrying traffic to and from New York City and its surroundings.

Public transportation in Ulster County is provided by Trailways of New York to and from New York City and Albany, and along Routes 28 and 23, Ulster County Area Transit on major state and US road corridors in the county, and by Kingston Citibus in Kingston.

Hospitals of note

Benedictine Hospital, Kingston

Centers of major population

Town of Kingston– on average approximately 95 miles/1 hour 40 mins from the dispensary site

As of the 2010 census, there were 23,887 people, 9,844 households, and 5,498 families residing in the City Kingston.



SHELLEY MAYER
Assemblymember 90th District

THE ASSEMBLY
STATE OF NEW YORK
ALBANY

CHAIR
Subcommittee on Students
with Special Needs
COMMITTEES
Children & Families
Cities
Education
Health
Labor
Social Services
MEMBER
Task Force on Legislative
Women's Caucus
Puerto Rican/Hispanic
Task Force

June 3, 2015

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

Dear Commissioner Zucker:

I write this letter to provide support to Sheva Health and Wellness LLC's application to operate a Registered Marihuana Dispensary in the City of Yonkers.

It is my understanding that the proposed facility is located in a zoning district that allows such use by right or pursuant to local permitting.

This application serves the public interest by exceeding the minimum requirements set by the Department of Health. This application minimizes the risk of diversion of marihuana by contracting with former New York State Police Inspector/Major Al Martin to manage their security operation. In addition, because current research in the field of medical marihuana, in the United States, is not as complete as possible, applicant has partnered with Medical Director Dr. Yehuda Baruch. Dr. Baruch served as Head of the Israeli Ministry of Health's Medical Marihuana Program from 2003 through 2013.

The applicant informs me that they have complied with all applicable laws and no one related to this application has ever been convicted of any violation of any law pertaining to controlled substances.

Locating a dispensary in Yonkers will allow my constituents and the residents in the surrounding counties to seek medical marijuana to treat their chronic pain. In addition, the sales tax dedicated to the County for this program will certainly benefit our community.

For these reasons I support Sheva Health and Wellness LLC's application to operate a Registered Marijuana Dispensary in the City of Yonkers.

Sincerely

Attachment B

Equipment List

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

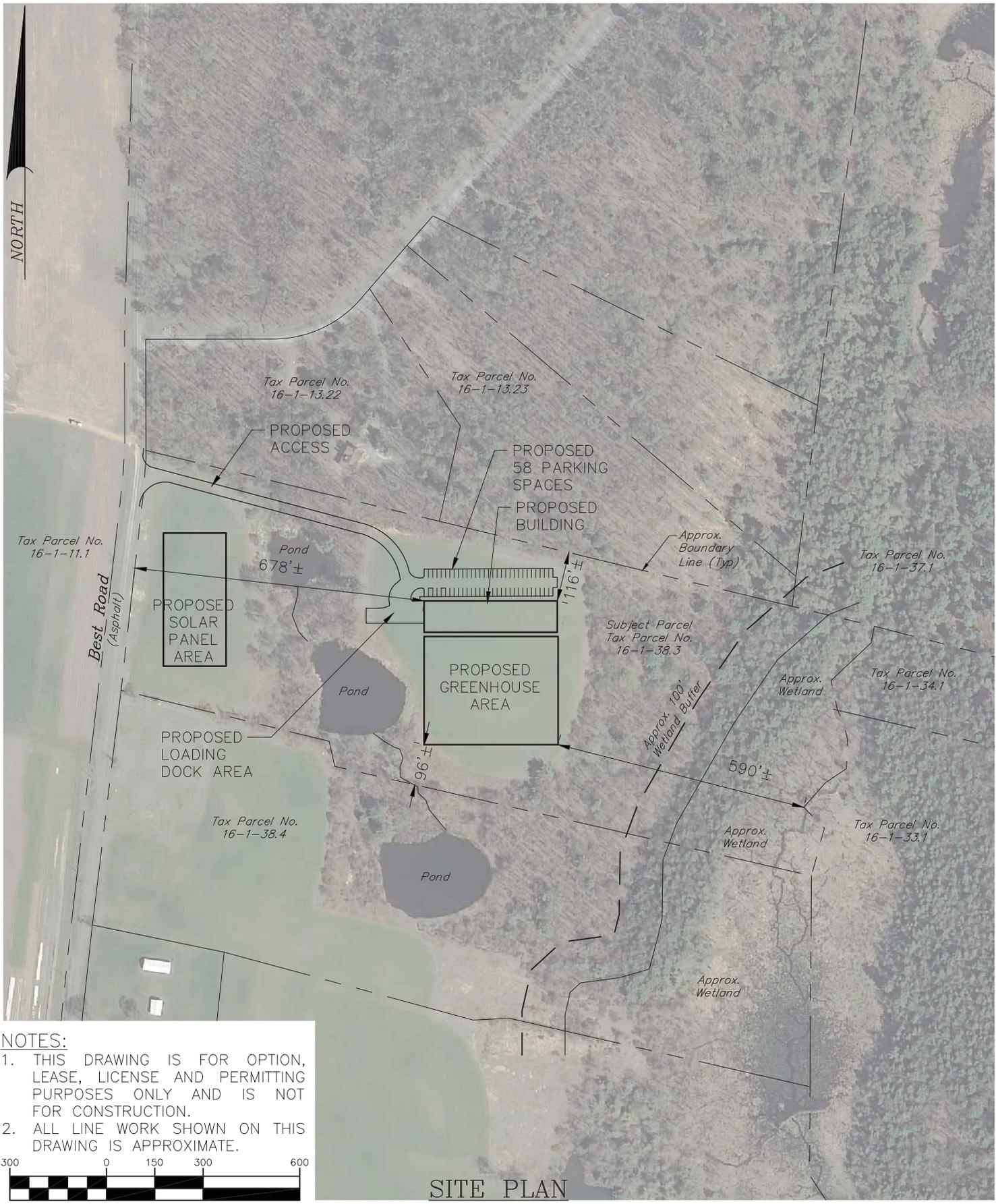
Redacted pursuant to N.Y. Public Officers Law, Art. 6

Attachment C

Manufacturing Facility

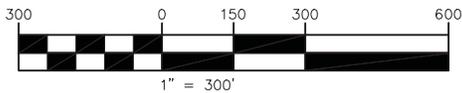
383 Best Road, Swan Lake NY 12783

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



NOTES:

1. THIS DRAWING IS FOR OPTION, LEASE, LICENSE AND PERMITTING PURPOSES ONLY AND IS NOT FOR CONSTRUCTION.
2. ALL LINE WORK SHOWN ON THIS DRAWING IS APPROXIMATE.



SITE PLAN

ALFRED A. CAPPELLI JR., AIA
ARCHITECT

1136 ROUTE 9
WAPPINGERS FALLS, NY 12590
PHONE: (845) 632-6500 ACAPPE2102@AOL.COM

MJ FARM
BEST ROAD
TOWN OF BETHEL
SULLIVAN COUNTY
BEST ROAD
BETHEL, NY 12720

TW ENGINEERING, P.C.

TROY A. WOJCIEKOWSKY, P.E., LEED-AP
CONSULTING ENGINEER

CONCEPT PLAN

RETIEW PROJECT NUMBER	DRAWING NUMBER	REV.
TW-2015-06	CO-001	0

ORIGINAL DATE:

JUNE 04, 2015 REVISION DATE:

Dispensary #1

Brooklyn

This Lease made the _____ day of June __ 2015 between

230 CALYER ST. CORP. (with an address at _____)

hereinafter referred to as LANDLORD, and

SHEVA HEALTH & WELLNESS LLC (with an address at 2071 Flatbush Avenue, Brooklyn NY 11234)

hereinafter jointly, severally and collectively referred to as TENANT.

Witnesseth, that the Landlord hereby leases to the Tenant, and the Tenant hereby hires

and takes from the Landlord

GROUND FLOOR STORE –
in the building known as

232 CALYER STREET, BROOKLYN, NY 11222
to be used and occupied by the Tenant

For a MEDICAL MARIJUANA DISPENSARY

and for no other purpose, for a term to commence on JUNE __, 2015 and to
end on MAY __, 2020 * SEE RIDER unless sooner terminated as hereinafter provided, at the
ANNUAL RENT * SEE RIDER

all payable in equal monthly installments in advance on the first day of each and every calendar month during said term, except the first installment, which shall be paid upon the execution hereof.

THE TENANT JOINTLY AND SEVERALLY COVENANTS:

FIRST.—That the Tenant will pay the rent as above provided.

SECOND.—That, throughout said term the Tenant will take good care of the demised premises, fixtures and appurtenances, and all alterations, additions and improvements to either (other than structural aspects of the demised premises); make all repairs in and about the same necessary to preserve them in good order and condition, which repairs shall be, in quality and class, equal to the original work ; promptly pay the expense of such repairs ; suffer no waste or injury ; give prompt notice to the Landlord of any material fire that may occur ; execute and comply with all laws, rules, orders, ordinances and regulations at any time issued or in force (except those requiring structural alterations) , applicable to the demised premises or to the Tenant' s occupation thereof, of the Federal, State and Local Governments, and of each and every department, bureau and official thereof, and of the New York Board of Fire Underwriters ; permit at all times during usual business hours, the Landlord and representatives of the Landlord to enter the demised premises for the purpose of inspection upon prior notice to Tenant and with Tenant having the opportunity have its representatives present, and to exhibit them for purposes of sale or rental ; suffer the Landlord to make repairs and improvements to all parts of the building, and to comply with all orders and requirements of governmental authority applicable to said building or to any occupation thereof ; suffer the Landlord to erect, use, maintain, repair and replace pipes and conduits in the demised premises and to the floors above and below ; forever indemnify and save harmless the Landlord for and against any and all liability, penalties, damages, expenses and judgments arising from injury during said term to person or property of any nature, occasioned wholly or in part by any act or acts, omission or omissions of the Tenant, or of the employees, guests, agents, assigns or undertenants of the Tenant and also for any matter or thing growing out of the occupation of the demised premises or of the streets, sidewalks or vaults adjacent thereto ; permit, during the six months next prior to the expiration of the term the usual notice "To Let" to be placed and to remain unmolested in a conspicuous place upon the exterior of the demised premises ; repair, at or before the end of the term, all injury done by the installation or removal of furniture and property ; and at the end of the term, to quit and surrender the demised premises with all alterations, additions and improvements in good order and condition, reasonable wear and tear and casualty excepted.

THIRD.—That the Tenant will not disfigure or deface any part of the building, or suffer the same to be done, except so far as may be necessary to affix such trade fixtures as are herein consented to by the Landlord or to perform the alterations, additions and repairs permitted to be made by Tenant under this lease ; the Tenant will not obstruct, or permit the obstruction of the street or the sidewalk adjacent thereto ; will not do anything, or suffer anything to be done upon the demised premises which will increase the rate of fire insurance upon the building or

any of its contents by more than 20% of the rate they would otherwise be absent such use, or be liable to cause structural injury to said building ; will not permit the accumulation of waste or refuse matter, and will not, except as otherwise permitted hereunder, without the written consent of the Landlord first obtained in each case, either sell, assign, mortgage or transfer this lease, underlet the demised premises or any part thereof, permit the same or any part thereof to be occupied by anybody other than the Tenant and the Tenant ' s employees, make any alterations in the demised premises, use the demised premises or any part thereof for any purpose other than the one first above stipulated, or for any purpose deemed extra hazardous on account of fire risk, nor in violation of any law or ordinance That the tenant will not obstruct or permit the obstruction of the light, halls, stairway or entrances to the building, and will not erect or inscribe any sign, signals or advertisements unless and until the style and location thereof have been approved by the Landlord or the same is permitted hereunder ; and if any be erected or inscribed without such approval, the Landlord may remove the same No water cooler, air conditioning unit or system or other apparatus shall be installed or used without the prior written consent of Landlord.

IT IS MUTUALLY COVENANTED AND AGREED, THAT

FOURTH.—If the demised premises shall be partially damaged by fire or other cause without the fault or neglect of Tenant, Tenant ' s servants, employees, agents, visitors or licensees, the damages shall be repaired by and at the expense of Landlord and the rent until such repairs shall be made shall be apportioned according to the part of the demised premises which is usable by Tenant. But if such partial damage is due to the fault or neglect of Tenant, Tenant ' s servants, employees, agents, visitors or licensees, without prejudice to any other rights and remedies of Landlord and without prejudice to the rights of subrogation of Landlord ' s insurer, the damages shall be repaired by Landlord but there shall be no apportionment or abatement of rent No penalty shall accrue for reasonable delay which may arise by reason of adjustment of insurance on the part of Landlord and/or Tenant, and for reasonable delay on account of "labor troubles" , or any other cause beyond Landlord ' s control If the demised premises are totally damaged or are rendered wholly untenable by fire or other cause, and if Landlord shall decide not to restore or not to rebuild the same, or if the building shall be so damaged that Landlord shall decide to demolish it or to rebuild it, then or in any of such events Landlord may, within ninety (90) days after such fire or other cause, give Tenant a notice in writing of such decision, which notice shall be given as in Paragraph Twelve hereof provided, and thereupon the term of this lease shall expire by lapse of time upon the third day after such notice is given, and Tenant shall vacate the demised premises and surrender the same to Landlord. If Landlord fails to notify Tenant of its intention to repair within ninety (90) days after such fire or casualty, fails to complete the same within six (6) months of its notice to repair or if the repairs are of a nature that they cannot be reasonably completed within six (6) months of the date of the casualty, then in each such case Tenant may give Landlord notice in writing of its decision to terminate this Lease, whereupon this Lease shall terminate, Tenant shall have no further liability or obligations hereunder and Tenant shall vacate the demised premises and surrender the same to Landlord as of the date specified in Tenant ' s notice. Tenant hereby expressly waives the provisions of Section 227 of the Real Property Law and agrees that the foregoing provisions of this Article shall govern and control in lieu thereof. If the damage or destruction be due to the fault or neglect of Tenant the debris shall be removed by, and at the expense of, Tenant.

FIFTH.—If the whole or any part of the premises hereby demised shall be taken or condemned by any competent authority for any public use or purpose then the Lease and the term hereby granted shall terminate from the time when possession of the part so taken shall be required for such public purpose and without apportionment of award, the Tenant hereby assigning to the Landlord all right and claim to any such award (other than any award allocated to Tenant ' s personal property, trade fixtures or equipment or Tenant ' s moving expenses), the current rent, however, in such case to be apportioned as of the date of such termination.

SIXTH.—If, before the commencement of the term, the Tenant be adjudicated a bankrupt, or make a "general assignment," or take the benefit of any insolvent act, or if a Receiver or Trustee be appointed for the Tenant ' s property, or if this lease or the estate of the Tenant hereunder be transferred or pass to or devolve upon any other person or corporation, or if the Tenant shall default in the performance of any agreement by the Tenant contained in any other lease to the Tenant by the Landlord or by any corporation of which an officer of the Landlord is a Director, this lease shall thereby, at the option of the Landlord, be terminated and in that case, neither the Tenant nor anybody claiming under the Tenant shall be entitled to go into possession of the demised premises. If after the commencement of the term, any of the events mentioned above in this subdivision shall occur, or if Tenant shall make default in fulfilling any of the covenants of this lease, other than the covenants for the payment of rent or "additional rent" or if the demised premises shall be voluntarily abandoned by Tenant for a period of ninety (90) consecutive days (in each case, after the expiration of all applicable notice and cure periods), the Landlord may give to the Tenant ten days ' notice of Intention to end the term of this lease, and thereupon at the expiration of said ten days ' (if said condition which was the basis of said notice shall continue to exist) the term under this lease shall expire as fully and completely as if that day were the date herein definitely fixed for the expiration of the term and the Tenant will then quit and surrender the demised premises to the Landlord, but the Tenant shall remain liable as hereinafter provided.

If the Tenant shall make default in the payment of the rent reserved hereunder, or any item of "additional rent" herein mentioned (in each case, after the expiration of all applicable notice and cure periods), or any part of either or in making any other payment herein provided for, or if the notice last above provided for shall have been given and if the condition which was the basis of said notice shall exist at the expiration of said ten days ' period, the Landlord may immediately, or at any time thereafter, subject to any restrictions imposed by applicable law, re-enter the demised premises and remove all persons and all or any property therefrom, either by summary dispossession

proceedings, or by any suitable action or proceeding at law, or by force or otherwise, without being liable to indictment, prosecution or damages therefor, and re-possess and enjoy said premises together with all additions, alterations and improvements. In any such case or in the event that this lease be "terminated" before the commencement of the term, as above provided, the Landlord may either re-let the demised premises or any part or parts thereof for the Landlord's own account, or may, at the Landlord's option, re-let the demised premises or any part or parts thereof as the agent of the Tenant, and receive the rents therefor, applying the same first to the payment of such expenses as the Landlord may have incurred, and then to the fulfillment of the covenants of the Tenant herein, and the balance, if any, at the expiration of the term first above provided for, shall be paid to the Tenant. Landlord may rent the premises for a term extending beyond the term hereby granted without releasing Tenant from any liability. In the event that the term of this lease shall expire as above in this subdivision

' 'Sixth' ' provided, or terminate by summary proceedings or otherwise, and if the Landlord shall not re-let the demised premises for the Landlord's own account, then, whether or not the premises be re-let, the Tenant shall remain liable for, and the Tenant hereby agrees to pay to the Landlord, until the time when this lease would have expired but for such termination or expiration, the equivalent of the amount of all of the rent and ' 'additional rent' ' reserved herein, less the avails of reletting, if any, and the same shall be due and payable by the Tenant to the Landlord on the several rent days above specified, that is, upon each of such rent days the Tenant shall pay to the Landlord the amount of deficiency then existing. The Tenant hereby expressly waives any and all right of redemption in case the Tenant shall be dispossessed by judgment or warrant of any court or judge, and the Tenant waives and will waive all right to trial by jury in any summary proceedings hereafter instituted by the Landlord against the Tenant in respect to the demised premises. The words ' 're-enter' ' and ' 're-entry' ' as used in this lease are not restricted to their technical legal meaning.

In the event of a breach or threatened breach by the Tenant of any of the covenants or provisions hereof, the Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity, as if re-entry, summary proceedings and other remedies were not herein provided for.

SEVENTH.— If the Tenant shall make default in the performance of any material covenant herein contained, if the same has not been remedied within fifteen (15) days of Landlord's written notice to Tenant, the Landlord may immediately, or at any time thereafter, without notice, perform the same for the account of the Tenant. If a notice of mechanic's lien be filed against the demised premises or against premises of which the demised premises are part, for, or purporting to be for, labor or material alleged to have been furnished, or to be furnished to or for the Tenant at the demised premises, and if the Tenant shall fail to take such action as shall cause such lien to be discharged within thirty (30) days of Landlord's written notice to Tenant of the filing of such notice, the Landlord may pay the amount of such lien or discharge the same by deposit or by bonding proceedings, and in the event of such deposit or bonding proceedings, the Landlord may require the lienor to prosecute an appropriate action to enforce the lienor's claim. In such case, the Landlord may pay any judgment recovered on such claim. Any amount paid or expense incurred by the Landlord as in this subdivision of this lease provided, and any amount as to which the Tenant shall at any time be in default for or in respect to the use of water, electric current or sprinkler supervisory service, and any expense incurred or sum of money paid by the Landlord by reason of the failure of the Tenant to comply with any provision hereof, or in defending any such action, shall be deemed to be ' 'additional rent' ' for the demised premises, and shall be due and payable by the Tenant to the Landlord on the first day of the next following month, or, at the option of the Landlord, on the first day of any succeeding month. The receipt by the Landlord of any instalment of the regular stipulated rent hereunder or any of said ' 'additional rent' ' shall not be a waiver of any other ' 'additional rent' ' then due.

EIGHTH.—The failure of the Landlord to insist, in any one or more instances upon a strict performance of any of the covenants of this lease, or to exercise any option herein contained, shall not be construed as a waiver or a relinquishment for the future of such covenant or option, but the same shall continue and remain in full force and effect. The receipt by the Landlord of rent, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach and no waiver by the Landlord of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Landlord. Even though the Landlord shall consent to an assignment hereof no further assignment shall be made without express consent in writing by the Landlord.

NINTH.—If this lease be assigned, or if the demised premises or any part thereof be underlet or occupied by anybody other than the Tenant the Landlord may collect rent from the assignee, under-tenant or occupant, and apply the net amount collected to the rent herein reserved, and no such collection shall be deemed a waiver of the covenant herein against assignment and underletting, or the acceptance of the assignee, under-tenant or occupant as tenant, or a release of the Tenant from the further performance by the Tenant of the covenants herein contained on the part of the Tenant.

TENTH.—This lease shall be subject and subordinate at all times, to the lien of the mortgages now on the demised premises, and to all advances made or hereafter to be made upon the security thereof, and subject and subordinate to the lien of any mortgage or mortgages which at any time may be made a lien upon the premises. The Tenant will execute and deliver such further reasonable instrument or instruments subordinating this lease to the lien of any such mortgage or mortgages as shall be desired by any mortgagee or proposed mortgagee. The Tenant hereby appoints the Landlord the attorney-in-fact of the Tenant, irrevocable, to execute and deliver any such instrument or instruments for the Tenant if Tenant shall fail to execute the same within ten (10) business days of written request.

ELEVENTH.—All permanent improvements made by the Tenant to or upon the demised premises, except said trade fixtures, shall when made, at once be deemed to be attached to the freehold, and become the property of the Landlord, and at the end or other expiration of the term, shall be surrendered to the Landlord in as good order and condition as they were when installed, reasonable wear and damages by the elements excepted.

TWELFTH.—Any notice or demand which under the terms of this lease or under any statute must or may be given or made by the parties hereto shall be in writing and shall be given or made by mailing the same by certified or registered mail addressed to the respective parties at the addresses set forth in this lease.

THIRTEENTH.—The Landlord shall not be liable for any failure of water supply or electrical current, sprinkler damage, or failure of sprinkler service, nor for injury or damage to person or property caused by the elements or by other tenants or persons in said building, or resulting from steam, gas, electricity, water, rain or snow, which may leak or flow from any part of said buildings, or from the pipes, appliances or plumbing works of the same, or from the street or sub-surface, or from any other place, nor for interference with light or other incorporeal hereditaments by anybody other than the Landlord, or caused by operations by or for a governmental authority in construction of any public or quasi-public work, neither shall the Landlord be liable for any latent defect in the building.

FOURTEENTH.—No diminution or abatement of rent, or other compensation shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the building or to its appliances, nor for any space taken to comply with any law, ordinance or order of a governmental authority. In respect to the various ‘services, ‘ if any, herein expressly or impliedly agreed to be furnished by the Landlord to the Tenant, it is agreed that there shall be no diminution or abatement of the rent, or any other compensation, for interruption or curtailment of such ‘service’ ‘ when such interruption or curtailment shall be due to accident, alterations or repairs desirable or necessary to be made or to inability or difficulty in securing supplies or labor for the maintenance of such ‘service’ ‘ or to some other cause, not gross negligence on the part of the Landlord. No such interruption or curtailment of any such “service” ‘ shall be deemed a constructive eviction. The Landlord shall not be required to furnish, and the Tenant shall not be entitled to receive, any of such ‘services’ ‘ during any period wherein the Tenant shall be in default in respect to the payment of rent. Neither shall there be any abatement or diminution of rent because of making of repairs, improvements or decorations to the demised premises after the date above fixed for the commencement of the term, it being understood that rent shall, in any event, commence to run at such date so above fixed.

FIFTEENTH.—The Landlord may prescribe and regulate the placing of safes, machinery, quantities of merchandise and other things, to the extent the same would cause structural damage to the premises. The Landlord may also prescribe and regulate which elevator and entrances shall be used by the Tenant’ s employees, and for the Tenant’ s shipping. The Landlord may make such other and further reasonable rules and regulations as, in the Landlord’ s judgment, may from time to time be needful for the safety, care or cleanliness of the building, and for the preservation of good order therein. The Tenant and the employees and agents of the Tenant will observe and conform to all such rules and regulations, at no ~~additional~~ material cost to Tenant.

SIXTEENTH.—In the event that an excavation shall be made for building or other purposes upon land adjacent to the demised premises or shall be contemplated to be made, the Tenant shall afford to the person or persons causing or to cause such excavation, license to enter upon the demised premises for the purpose of doing such work as said person or persons shall deem to be necessary to preserve the wall or walls, structure or structures upon the demised premises from injury and to support the same by proper foundations.

SEVENTEENTH.—No vaults or space not within the property line of the building are leased hereunder. Landlord makes no representation as to the location of the property line of the building. Such vaults or space as Tenant may be permitted to use or occupy are to be used or occupied under a revocable license and if such license be revoked by the Landlord as to the use of part or all of the vaults or space Landlord shall not be subject to any liability; Tenant shall not be entitled to any compensation or reduction in rent nor shall this be deemed constructive or actual eviction. Any tax, fee or charge of municipal or other authorities for such vaults or space shall be paid by the Tenant for the period of the Tenant’ s use or occupancy thereof.

EIGHTEENTH.—That during seven months prior to the expiration of the term hereby granted, applicants shall be admitted at all reasonable hours of the day (upon prior written notice to Tenant and so long as Tenant has the opportunity to have its representatives present) to view the premises until rented ; and the Landlord and the Landlord’ s agents shall be permitted at any time during the term to visit and examine them at any reasonable hour of the day (upon prior written notice to Tenant and so long as Tenant has the opportunity to have its representatives present), and workmen may enter at such time, when authorized by the Landlord or the Landlord’ s agents, to make or facilitate repairs in any part of the building ; and if the said Tenant shall not be personally present to open and permit an entry into said premises, at any time, when for any reason an entry therein shall be necessary or

permissible hereunder in an emergency situation only, the Landlord or the Landlord's agents may forcibly enter the same without rendering the Landlord or such agents liable to any claim or cause of action for damages by reason thereof (if during such entry the Landlord shall accord reasonable care to the Tenant's property) and without in any manner affecting the obligations and covenants of this lease; it is, however, expressly understood that the right and authority hereby reserved, does not impose, nor does the Landlord assume, by reason thereof, any responsibility or liability whatsoever for the care or supervision of said premises, or any of the pipes, fixtures, appliances or appurtenances therein contained or therewith in any manner connected.

NINETEENTH.—The Landlord has made no representations or promises in respect to said building or to the demised premises except those contained herein, and those, if any, contained in some written communication to the Tenant, signed by the Landlord. This instrument may not be changed, modified, discharged or terminated orally.

TWENTIETH.—If the Tenant shall at any time be in default hereunder, and if the Landlord shall institute an action or summary proceeding against the Tenant based upon such default, then the Tenant will reimburse the Landlord for the expense of reasonable attorneys' fees and disbursements thereby incurred by the Landlord, so far as the same are reasonable in amount. Also so long as the Tenant shall be a tenant hereunder the amount of such expenses shall be deemed to be 'additional rent' hereunder and shall be due from the Tenant to the Landlord on the first day of the month following the incurring of such respective expenses.

TWENTY-FIRST.—Landlord shall not be liable for failure to give possession of the premises upon commencement date by reason of the fact that premises are not ready for occupancy, or due to a prior Tenant wrongfully holding over or any other person wrongfully in possession or for any other reason: in such event the rent shall not commence until possession (in broom clean condition and free of any other tenancies and prior occupants) is delivered, but the term herein shall not be extended. If possession is not delivered within thirty (30) days of the commencement date, Tenant may elect, by written notice to Landlord, to terminate this Lease.

THE TENANT FURTHER COVENANTS:

TWENTY-SECOND.—If the demised premises or any part thereof consist of a store, or of a first floor, or of any part thereof, the Tenant will keep the sidewalk and curb in front thereof clean at all times and free from snow and ice, and will keep insured in favor of the Landlord, all plate glass therein and furnish the Landlord with policies of insurance covering the same.

TWENTY-THIRD.—If by reason of the conduct upon the demised premises of a business not herein permitted, or if by reason of the improper or careless conduct of any business upon or use of the demised premises, the fire insurance rate shall at any time be 20 % higher than it otherwise would be, then the Tenant will reimburse the Landlord, as additional rent hereunder, for that part of all fire insurance premiums hereafter paid out by the Landlord which shall have been charged solely because of the conduct of such business not so permitted, or because of the improper or careless conduct of any business upon or use of the demised premises, and will make such reimbursement upon the first day of the month following such outlay by the Landlord; but this covenant shall not apply to a premium for any period beyond the expiration date of this lease, first above specified, In any action or proceeding wherein the Landlord and Tenant are parties, a schedule or "make up" of rate for the building on the demised premises, purporting to have been issued by New York Fire Insurance Exchange, or other body making fire insurance rates for the demised premises, shall be prima facie evidence of the facts therein stated and of the several items and charges included in the fire insurance rate then applicable to the demised premises.

TWENTY-FOURTH.—If a separate water meter be installed for the demised premises, or any part thereof, the Tenant will keep the same in repair and pay the charges made by the municipality or water supply company for or in respect to the consumption of water, as and when bills therefor are rendered. If the demised premises, or any part thereof, be supplied with water through a meter which supplies other premises, the Tenant will pay to the Landlord, as and when bills are rendered therefor, the Tenant's proportionate part of all charges which the municipality or water supply company shall make for all water consumed through said meter, as indicated by said meter. Such proportionate part shall be fixed by apportioning the respective charge according to floor area against all of the rentable floor area in the building (exclusive of the basement) which shall have been occupied during the period of the respective charges, taking into account the period that each part of such area was occupied. Tenant agrees to pay as additional rent the Tenant's proportionate part, determined as aforesaid, of the sewer rent or charge imposed or assessed upon the building of which the premises are a part.

TWENTY-FIFTH.—That the Tenant will purchase from the Landlord, if the Landlord shall so desire, all electric current that the Tenant requires at the demised premises, and will pay the Landlord for the same, as the amount of consumption shall be indicated by the meter furnished therefor. The price for said current shall be the same as that charged for consumption similar to that of the Tenant by the company supplying electricity in the same community. Payments shall be due as and when bills shall be rendered, The Tenant shall comply with like rules, regulations and contract provisions as those prescribed by said company for consumption similar to that of the Tenant.

TWENTY-SIXTH.—If there now is or shall be installed in said building a “sprinkler system” ‘ the Tenant agrees to keep the appliances thereto in the demised premises in repair and good working condition, and if the New York Board of Fire Underwriters or the New York Fire Insurance Exchange or any bureau, department or official of the State or local government requires or recommends that any changes, modifications, alterations or additional sprinkler heads or other equipment be made or supplied by reason of the Tenant’s business, or the location of partitions, trade fixtures, or other contents of the demised premises, or if such changes, modifications, alterations, additional sprinkler heads or other equipment in the demised premises are necessary to prevent the imposition of a penalty or charge against the full allowance for a sprinkler system in the fire insurance rate as fixed by said Exchange, or by any Fire Insurance Company, the Tenant will at the Tenant’s own expense, promptly make and supply such changes, modifications, alterations, additional sprinkler heads or other equipment.

TWENTY-SEVENTH.—The sum of TWENTY THREE THOUSAND Dollars is deposited by the Tenant herein with the Landlord herein as security for the faithful performance of all the covenants and conditions of the lease by the said Tenant. If the Tenant faithfully performs all the covenants and conditions on his part to be performed, then the sum deposited shall be returned to said Tenant no later than 20 days after the expiration or earlier termination of this Lease.

TWENTY-EIGHTH.—This lease is granted and accepted on the especially understood and agreed condition that the Tenant will conduct his business in such a manner, both as regards noise and kindred nuisances, as will in no way unreasonably interfere with, annoy, or disturb any other tenants, in the conduct of their several businesses, or the landlord in the management of the building; under penalty of forfeiture of this lease and consequential damages.

TWENTY-NINTH.—The Landlord hereby recognizes – RIGHT TIME REALTY LLC - as the broker who negotiated and consummated this lease with the Tenant herein, and agrees that if, as, and when the Tenant exercises the option, if any, contained herein to renew this lease, or fails to exercise the option, if any, contained therein to cancel this lease, the Landlord will pay to said broker a further commission in accordance with the rules and commission rates of the Real Estate Board in the community or other separate agreement. A sale, transfer, or other disposition of the Landlord’s interest in said lease shall not operate to defeat the Landlord’s obligation to pay the said commission to the said broker. The Tenant herein hereby represents to the Landlord that the said broker is the sole and only broker who negotiated and consummated this lease with the Tenant.

THIRTIETH.—The Tenant agrees that it will not require, permit, suffer, nor allow the cleaning of any window, or windows, in the demised premises from the outside (within the meaning of Section 202 of the Labor Law) unless the equipment and safety devices required by law, ordinance, regulation or rule, including, without limitation, Section 202 of the New York Labor Law, are provided and used, and unless the rules, or any supplemental rules of the Industrial Board of the State of New York are fully complied with ; and the Tenant hereby agrees to indemnify the Landlord, Owner, Agent, Manager and/or Superintendent, as a result of the Tenant’s requiring, permitting, suffering, or allowing any window, or windows in the demised premises to be cleaned from the outside in violation of the requirements of the aforesaid laws, ordinances, regulations and/or rules.

THIRTY-FIRST.—The invalidity or unenforceability of any provision of this lease shall in no way affect the validity or enforceability of any other provision hereof.

THIRTY-SECOND.—In order to avoid delay, this lease has been prepared and submitted to the Tenant for signature with the understanding that it shall not bind the Landlord unless and until it is executed and delivered by the Landlord.

THIRTY-THIRD.—The Tenant will keep clean and polished all metal, trim, marble and stonework which are a part of the exterior of the premises and if the Tenant shall fail to comply with the provisions of this paragraph, the Landlord may, if the same has not been cured within thirty (30) days’ after Landlord’s notice to Tenant, cause such work to be done at the expense of the Tenant.

THIRTY-FOURTH.—The Landlord shall replace at the expense of the Tenant any and all broken glass in the skylights, doors and walls in and about the demised premises, if Tenant shall fail to do the same. The Landlord may insure and keep insured all plate glass in the skylights, doors and walls in the demised premises, for and in the name of the Landlord and bills for the premiums therefor shall be rendered by the Landlord to the Tenant at such times as the Landlord may elect, and shall be due from and payable by the Tenant when rendered, and the amount thereof shall be deemed to be, and shall be paid as, additional rent.

THIRTY-FIFTH.—This lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall in nowise be affected, impaired or excused because Landlord is unable to supply or is delayed in supplying any service expressly or impliedly to be

supplied or is unable to make, or is delayed in making any repairs, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from so doing by reason of governmental preemption in connection with a National Emergency declared by the President of the United States or In connection with any rule, order or regulation of any department or subdivision thereof of any government agency or by reason of the conditions of supply and demand which have been or are affected by war or other emergency.

THE LANDLORD COVENANTS

FIRST.—That if and so long as the Tenant pays the rent and “additional rent” reserved hereby, and performs and observes the covenants and provisions hereof, the Tenant shall quietly enjoy the demised premises, subject, however, to the terms of this lease, and to the mortgages above mentioned, provided however, that this covenant shall be conditioned upon the retention of title to the premises by Landlord.

SECOND.—Subject to the provisions of Paragraph ‘ Fourteenth’ ‘ above the Landlord will furnish the following respective services: (a) Elevator service, if the building shall contain an elevator or elevators, on all days except Sundays and holidays, from AM. to P.M. and on Saturdays from AM. to P.M. ; (b) Heat, during the same hours on the same days in the cold season in each year.

And it is mutually understood and agreed that the covenants and agreements contained in the within lease shall be binding upon the parties hereto and upon their respective successors, heirs, executors and administrators.

In Witness Whereof, the Landlord and Tenant have respectively signed and sealed these presents the day and year first above written.

_____[L. S.]
Landlord
230 CALYER ST. CORP.

IN PRESENCE OF: _____[L.S]
SHEVA HEALTH & WELLNESS LLC *Tenant*

**ACKNOWLEDGMENT IN NEW YORK STATE
(RPL 309-a)**

State of New York, County of ss.:

On before me, the undersigned,
personally appeared

, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument

**ACKNOWLEDGMENT OUTSIDE NEW YORK
STATE (RPL 309-b)**

State of County of s.s.:

On before me, the undersigned,
personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the

(add the city or political subdivision and the state or country or other place the acknowledgment was taken).

ACKNOWLEDGMENT BY SUBSCRIBING WITNESS(ES)

State of ss:
County of

On before me, the undersigned,
personally appeared

the subscribing witness(es) to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they reside(s) in

that he/she/they know(s)

to be the individual(s) described in and who executed the foregoing instrument; that said subscribing witness(es) was (were) present and saw said

execute the same; and that said witness(es) at the same time subscribed his/her/their name(s) as a witness(es) thereto.

And that said subscribing witness(es) made such appearance before the undersigned in

*(signature and office of individual taking
acknowledgment)*

BUILDING..... Premises.....	<i>Landlord</i> to:	<i>Tenant</i>	LEASE
--------------------------------	----------------------------	---------------	--------------

GUARANTY

In consideration of the letting of the premises within mentioned to the Tenant within named, and of the sum of One Dollar, to the undersigned in hand paid by the Landlord within named, the undersigned hereby guarantees to the Landlord and to the heirs, successors and/or assigns of the Landlord, the payment by the Tenant of the rent, to the extent due from Tenant under the terms of the lease. Notice of all defaults is waived, and consent is hereby given to all extensions of time that any Landlord may grant.

Dated, **JUNE __ 2015**

TUNIC CAPITAL LLC

Name:
Title:

State of New York, County of
York State)

ss: **ACKNOWLEDGMENT RPL309a (Do not use outside New**

On _____, 2015 before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(signature and office of individual taking acknowledgment)

SAJE



DESIGN BUILD TRANSFORM

Saje Build LLC
368 New Hempstead Road
Suite #259
New City NY 10956
controller@sajebuild.com
www.sajebuild.com

Security Specs

Dispensary #2

Rochester

LEASE AGREEMENT
(Frontier Center LLC and
Sheva Health & Wellness LLC)

ARTICLE I

BASIC LEASE PROVISIONS AND ENUMERATION OF EXHIBITS

Section 1.01 - Basic Lease Provisions.

- A. DATE: _____, 2015
- B. LANDLORD: Frontier Center LLC
- C. ADDRESS OF LANDLORD: 90 Airpark Drive, Suite 301
Rochester, New York 14623
- D. TENANT: Sheva Health & Wellness LLC
- E. ADDRESS OF 2071 Flatbush Avenue, Suite 240
Brooklyn, New York 11234
- F. PERMITTED USE: Medical Marijuana Dispensary (see Section 2.03).
- G. TENANT'S TRADE NAME: Sheva Health & Wellness
- H. BUILDING: The building and underlying real property at 2199 E. Henrietta Road, ("Building"), situated in the Town of Henrietta, County of Monroe and State of New York.
- I. PREMISES: That portion of the Building consisting of approximately 4,778 +/- square feet as more particularly depicted on the Floor Plan attached as Exhibit "A".
- J. COMMENCEMENT DATE: The Commencement Date shall be the later of (a) August 1, 2015, or (b) ten (10) days after the date that Tenant shall have informed Landlord that it has obtained final approval (collectively, the "Final Approval") as a Registered Organization under the State of New York Medical Marijuana Program and any and all related laws and regulations and final municipal approval of the Premises for the operation of a dispensary of medical marijuana (such date, the "Commencement Date"). Upon execution of this

Lease, Tenant and its representatives shall be permitted to access the Premises prior to the Commencement Date, with Landlord's consent and Landlord and/or its representatives being given the opportunity to be present. Notwithstanding the foregoing, in no event shall the Commencement Date be later than October 1, 2015.

K. LEASE TERM: The Lease Term shall be five (5) years, with rent commencing on the Commencement Date. Tenant shall have one renewal option for an additional five (5) year term.

L. FIXED MINIMUM RENT (Section 3.01):

<u>Year</u>	<u>Annual Rent</u>	<u>Monthly Installment</u>
1-5	\$71,670.00	\$5,972.50
6-10	\$82,420.44	\$6,868.37

M. OPERATING COSTS: Tenant shall pay its proportionate share (Section 4.01).

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

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

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

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

Exhibit "A"- Premises

Exhibit "B" – Tenant Sign Criteria

ARTICLE II DEMISE OF PREMISES AND QUIET ENJOYMENT

Section 2.01 - Landlord owns the Building. In consideration of the rents, covenants and agreements reserved and contained in this Lease, Landlord hereby leases and demises the Premises to Tenant and Tenant rents same, in order that Tenant shall operate its business operations thereon in accordance with its Permitted Use, subject only to the terms and conditions herein contained and

all liens, encumbrances, easements, restrictions, zoning laws, and governmental or other regulations affecting the Building. The location of the Premises is outlined on the Floor Plan attached hereto as Exhibit "A".

Tenant shall have the right to do other remodeling at any time during its Lease Term, with prior written approval of the Landlord, which shall not be unreasonably withheld, provided that Landlord's consent shall not be required with respect to painting, decorations and other cosmetic changes to the Premises.

The Premises shall include only the appurtenances specifically granted in this Lease with Landlord specifically excepting and reserving for itself, the roof, the air space above the roof, the space below the floor, the exterior portions of the Premises not immediately adjacent to the Premises, and the right to install, maintain, use, repair and replace pipes, ductwork, conduits, utility lines, and wires in the Premises. Landlord agrees that where possible all work in the Premises shall be performed in a manner which shall not unreasonably interfere with the normal business operations of Tenant.

Section 2.02 - Use of Common Areas. The use and occupation by the Tenant of the Premises shall include the right to use in common with others entitled thereto the Common Area, as may be designated from time to time by the Landlord, subject however to the terms and conditions of this Lease and to rules and regulations for the use thereof as prescribed from time to time by the Landlord in accordance with Article 7 hereof. The term "Common Areas" as used in this Lease shall mean all facilities furnished in the Building and designated by Landlord for the general use, in common with occupants of the Building, including Tenant thereunder, its officers, agents, employees, and customers, which facilities may include, but are not limited to, the parking areas, streets, passenger vehicle roadways, sidewalks, walkways, service areas, roadways, loading platforms, drainage and plumbing systems roof, canopies, ramps, landscaped areas and other similar facilities available for common use which may from time to time exist. Tenant must maintain the sidewalks immediately adjacent to the Premises.

Section 2.03 - Use and Compliance with Law. Tenant may use the Premises for the purposes of operating its business as a medical marijuana dispensary. Tenant, at its sole expense shall comply with all laws, orders and regulations of federal, state and municipal authorities, and with any direction of any public officer, pursuant to law, which shall impose any duty upon Landlord or Tenant with respect to the Premises caused by its particular use, including but not limited to approval of Tenant as Registered Organization under the State of New York Medical Marijuana Program, Tenant's compliance with the New York State Compassionate Care Act and all other laws and regulations relating to Tenant's use of the Premises as a medical marijuana dispensary. Tenant shall apply for and diligently pursue all necessary approvals for Tenant's use of the Premises. Tenant shall not use the Premises or permit their use for any dangerous, noxious, or offensive trade or business, nor cause or maintain any nuisance upon the Premises and shall comply with federal, state and local environmental laws and regulations applicable to Tenant's occupancy of the Premises. Tenant shall give Landlord prompt notice of any material environmental "accident" or material failure of Tenant to comply with any environmental law or regulation.

Section 2.04 - Possession. Landlord and Tenant hereby agree that Tenant's taking possession of the Premises shall be deemed conclusive evidence of Tenant's acceptance of the Premises in satisfactory condition and in full compliance with all covenants and obligations of Landlord in connection therewith. Notwithstanding the foregoing, this Lease is subject to final approval of Tenant as a Registered Organization under the State of New York Medical Marijuana Program and final municipal approval of the operation of the Premises as a medical marijuana dispensary. Tenant hereby acknowledges that no promises to decorate, alter, repair, or improve the Premises, either before or after the execution hereof, have been made by Landlord or its authorized representatives.

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

Section 2.06 - Excuse of Landlord's Performance. Neither party shall be deemed in default with respect to the performance of any of the terms, covenants and conditions of this Lease if same shall be due to any strike, lockout, civil commotion, war-like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain any material, service or financing, through Act of God or other cause beyond the control of such party.

ARTICLE III RENT

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

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

applicable provisions of this Lease, Tenant shall pay a late charge in accordance with Section 3.03 hereof.

Section 3.03 - Past Due Rent and Late Charges. If Tenant shall fail to pay within ten (10) days from the date when the same is due and payable, any Rent or any Additional Rent, Tenant shall pay a late charge of five (5%) percent. If such amounts remain unpaid after the month in which the additional rent becomes due, such unpaid amounts shall also bear interest from said date to the date of payment at the rate which is lesser of eighteen (18%) percent per annum or the maximum interest rate permitted by law.

ARTICLE IV COMMON AREAS AND OPERATING COSTS

Section 4.01 - Operating Costs. Landlord will keep the service area in repair and good working order. Tenant shall pay to Landlord its pro rata share of all of the Operating Costs. Tenant's pro rata share ("Tenant's Share") shall be equal to a fraction of which the numerator is the rentable square footage of the Premises and the denominator is the rentable square footage of the Building. The term "Operating Costs" as used herein shall mean the out-of-pocket costs and expenses incurred by Landlord, whether such maintenance is required under this Lease or provided by Landlord due to Tenant's deficiency, for the routine maintenance, repair and operation of the Building, Premises and Common Areas including but not limited to the following: (1) landscaping, lawn maintenance, service area maintenance, and snow and ice removal; (2) all services, utilities, supplies or other expenses for operating the Common Areas, if any; and (3) the costs of any repairs to the Premises or Common Areas; provided, however, it is understood that Tenant is responsible for hand shoveling, salting and all maintenance of the sidewalk adjacent to the Premises. In no event shall Operating Costs include any capital repairs or improvements.

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

Section 4.03 - Insurance. Tenant shall pay as Additional Rent Tenant's share of the out-of-pocket premium costs for Landlord's insurance policies covering the Building for fire and extended coverage, liability and loss of rents during the Lease Term.

Section 4.04 - Payment Terms. Landlord shall bill Tenant for the amounts set forth in 4.01, 4.02 and 4.03 when the amounts are finally determined and Tenant shall pay such amounts as Additional Rent pursuant to Paragraph 3.02. Said amounts shall be prorated to reflect Tenant's actual Lease Term. At Landlord's option, Landlord may estimate Tenant's share of Additional Rent (Taxes, Insurance and Operating Costs) and the same shall be payable monthly during each 12 month period of the Lease term on the same day the Fixed Minimum Rent is due. Within one hundred twenty (120) days of the end of each calendar year, Landlord shall deliver to Tenant a statement showing Tenant's share of Additional Rent incurred during the preceding year. If Tenant's payments exceed Tenant's share, the amount shall be credited to the next year's Rent or Additional Rent payments, or if the Lease is no longer in effect, paid by Landlord within ten (10)

days, or if the payments were less than Tenant's Share, Tenant shall pay said deficiency within ten (10) days after receipt of the statement.

ARTICLE V UTILITIES

Tenant shall make application for, obtain, pay for, and be solely responsible for all utilities required, used or consumed solely by Tenant in the Premises, including, but not limited to gas, water (including water for domestic uses and for fire protection), telephone, electricity, sewer service, garbage collection services, HVAC maintenance services, or any similar services (herein sometimes collectively referred to as the "Utility Services"), provided Landlord shall ensure proper connection of all Utility Services to the Premises. In the event that any charge for any utility supplied to the Premises is not paid by Tenant to the utility supplier when due, then Landlord may (if not cured after thirty (30) days written notice to Tenant), but shall not be required to, pay such charge for and on behalf of Tenant, with any such amount paid by Landlord being repaid by Tenant to Landlord, as Additional Rent, promptly upon demand. Additionally, if Landlord shall elect to supply any of the Utility Services, then Tenant shall pay to Landlord the actual cost of its utility consumption, based on separate meters, along with the cost of installing separate metering devices, if necessary. Landlord agrees that the cost to Tenant of any Landlord-provided utility service shall not exceed the amount Tenant would have had to pay had it independently obtained said utility service from the local utility supplier. Landlord and Tenant hereby agree that Landlord shall not be liable for any interruptions or curtailment in utility services due to causes beyond its control.

ARTICLE VI INSTALLATION, MAINTENANCE, OPERATION AND REPAIR

Section 6.01 - Tenant Installation. Tenant shall, at Tenant's sole expense, install all trade fixtures and equipment required to operate its business. All trade fixtures, signs, or other personal property installed in the Premises by Tenant shall remain the property of Tenant and may be removed at any time provided that Tenant is not in default hereunder (beyond expiration of notice and cure periods) and provided the removal thereof does not cause, contribute to, or result in Tenant's default hereunder (beyond expiration of notice and cure periods); and further provided that Tenant shall at Tenant's sole expense promptly repair any damage to the Premises and/or the Building resulting from the removal of personal property and shall replace same with personal property of like or better quality. The term "trade fixtures" as used herein shall not include carpeting, floor coverings, attached shelving, lighting fixtures other than free-standing lamps, wall coverings, or similar Tenant improvements, in each case if the same cannot be removed without structural damage to the Premises, which shall become the property of Landlord upon surrender of the Premises by Tenant for whatever reason.

Section 6.02 - Maintenance By Tenant. Except as provided in Section 6.06 hereof, Tenant shall, at Tenant's expense, at all times keep the Premises (interior and exterior) and appurtenances thereto in good order, condition, and repair, clean, sanitary, and safe, including the replacement of equipment, fixtures, and all broken glass (with glass of the same size and quality). In the event Tenant fails to perform any of its obligations as required hereunder, Landlord may (if

not cured after thirty (30) days written notice to Tenant), but shall not be required to, perform and satisfy same with Tenant hereby agreeing to reimburse Landlord, as Additional Rent, for the cost thereof promptly upon demand. Tenant shall make any and all additions, improvements, alterations, and repairs to or on the Premises, other than those required for the structural repair and maintenance of the Premises, the roof, foundation, or exterior walls, which may at any time during the Lease Term be required or recommended by any lawful authorities, insurance underwriters, Inspection Rating Bureaus, or insurance inspectors designated by Landlord. Landlord may, but shall not be obligated to, deal directly with any authorities respecting their requirements for additions, improvements, alterations, or repairs. Tenant is responsible for repair and maintenance of its HVAC unit.

Section 6.03 - Signs, Awnings and Canopies. Subject to approval of Landlord as to design and location, and subject to Tenant securing all municipal approvals, Tenant may erect one sign after the Commencement Date. Tenant will maintain, repair, and replace the sign as required by Landlord during this Lease and subject to the "Tenant Sign Criteria" attached hereto as Exhibit "B" and made a part hereof. No Landlord approval shall be required for any signage located in the interior of the Premises.

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

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

Section 6.05 - Surrender of Premises. At the termination of this Lease, Tenant shall surrender the Premises in the same condition (subject to the removals hereinafter required) as the Premises were on the date the Tenant opened the Premises for business to the public, reasonable wear and tear and loss due to casualty excepted, and shall surrender all keys for the Premises to

Landlord at the place then fixed for the payment of rent and shall inform Landlord of all combinations on locks, safes and vaults, if any, in the Premises. Tenant shall remove all its trade fixtures, and, to the extent required by Landlord by written notice, any other installation, alterations or improvements before surrendering the Premises as aforesaid and shall repair any damage to the Premises caused thereby. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the Lease Term.

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

ARTICLE VII OPERATING RULES, REGULATIONS, SURRENDER

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

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

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

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

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

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

(6) The exterior areas immediately adjoining the Premises shall be kept clean and free from snow, ice, dirt and rubbish by Tenant to the reasonable satisfaction of Landlord, and Tenant shall not place or permit any obstructions or merchandise in such areas.

(7) Tenant and Tenant's employees shall park their cars only in those parking areas designated for that purpose by Landlord.

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

(9) Tenant shall use at Tenant's cost such pest extermination contractor as Landlord may reasonably approve.

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

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

(12) Tenant shall, at Tenant's sole cost and expense, comply with all of the requirements of all county, municipal, state, federal and other applicable governmental authorities, now in force or which may hereafter be in force, pertaining to the Premises, and shall faithfully observe in the use of the Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force and all regulations, orders and other requirements issued or made pursuant to any such ordinances and statutes. Tenant agrees to comply with and observe the rules and regulations set forth above. Tenant's failure to keep and observe said rules and regulations shall constitute a breach of the terms of this Lease in the manner as if the same were contained herein as covenants. Landlord reserves the right from time to time to amend or supplement said rules and regulations and to adopt additional rules and regulations applicable to the Premises and the Building, provided that such additional rules and regulations are reasonable and do not materially and disproportionately affect Tenant or Tenant's use or occupancy of the Premises. Notwithstanding anything to the contrary contained herein, Landlord agrees to enforce all rules and regulations consistently against all occupants of the Building.

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

ARTICLE VIII INSURANCE

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

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

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

Section 8.03 - Indemnification. Tenant hereby agrees to indemnify and hold Landlord harmless from any and all claims, damages, liabilities or expenses arising out of (a) Tenant's use

of the Premises or the Building, (b) any and all claims arising from any breach or default in the performance of any obligation of Tenant hereunder, or (c) any act, omission or negligence of Tenant, its agents or employees. Landlord shall not be liable for any damage to or loss of Tenant's personal property, inventory, fixtures or improvements, from any cause whatsoever except the acts of negligence of Landlord or its agents or employees, and then only to the extent not covered by insurance to be obtained by Tenant in accordance with this Section. Landlord hereby agrees to indemnify and hold Tenant harmless from any and all claims, dangers, liabilities or expenses arising out of (a) any and all claims arising from any breach or default in the performance of any obligation of Landlord or (b) any act, omission or negligence of Landlord, its agents or employees.

ARTICLE IX FIRE AND CONDEMNATION

Section 9.01 – Fire, Explosion or Other Casualty. In the event the Premises are damaged by fire, explosion or any other casualty to an extent which is less than fifty (50) percent of the cost of replacement of the Premises, the damage, except as provided in Section 9.02, shall promptly be repaired by Landlord at Landlord's expense, provided that Landlord shall not be obligated to expend for such repair an amount in excess of the insurance proceeds recovered or recoverable as a result of such damage and that in no event shall Landlord be required to repair or replace Tenant's stock in trade, fixtures, furniture, furnishings, floor coverings and equipment. In the event of any such damage and (a) Landlord is not required to repair as hereinabove provided, or (b) the Premises shall be damaged to the extent of fifty (50) percent or more of the cost of replacement, or (c) the Building is damaged to the extent of twenty-five (25%) percent or more of the cost of replacement, Landlord may elect either to repair or rebuild the Premises or the Building or to terminate this Lease upon giving notice of such election in writing to Tenant within ninety (90) days after the occurrence of the event causing the damage. If Landlord should fail to have elected to repair and rebuild the Premises and/or the Building within such ninety (90) days or shall fail to complete such repairs and rebuilding within one hundred eighty (180) days after the date of such damage, Tenant may, at its option, terminate this Lease by delivering written notice to Landlord, whereupon the Lease shall end on the date of such notice as if the date of such notice were the date originally fixed in this Lease for the expiration of the Lease Term. If the casualty, repairing, or rebuilding shall render the Premises untenable, in whole or in part, and the damage shall not have been due to the default or neglect of Tenant, its guests or invitees, a proportionate abatement of the Fixed Minimum Rent and Additional Rent shall be allowed from the date when the damage occurred until the date Landlord completes its work, said proportion to be computed on the basis of the relation which the gross square foot area of the space rendered unrentable bears to the floor area of the Premises.

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

Section 9.03 - Condemnation. If the whole of the Premises, or so much thereof as to render the balance unusable by Tenant, shall be taken under power of eminent domain, or

otherwise transferred in lieu thereof, or if any part of the Building is taken and its continued operation is not in Landlord's sole opinion, economical, this Lease shall automatically terminate as of the date possession is taken by the condemning authority. If this Lease shall not have been so terminated, then the Fixed Minimum Rent and the Additional Rent shall be permanently abated in proportion to the square footage of the Premises affected by such condemnation. No award for any total or partial taking shall be apportioned, and Tenant hereby unconditionally assigns to Landlord any award which may be made in such taking or condemnation, except as otherwise provided in Section 9.04. In the event of a partial taking which does not result in the termination of this Lease, Fixed Minimum Rent shall be apportioned according to the part of the Premises remaining usable by Tenant.

Section 9.04 - Condemnation Award. All compensation awarded or paid for any taking or acquiring under the power or threat of eminent domain, whether for the whole or a part of the Premises or Building, shall be the property of Landlord, whether such damages shall be awarded as compensation for diminution in the value of the leasehold or to the fee of the Premises or otherwise, and Tenant hereby assigns to Landlord all of the Tenant's right, title and interest in and to any and all such compensation; provided, however, that Landlord shall not be entitled to any award specifically made to Tenant for the taking of Tenant's trade fixtures, furniture or leasehold improvements, or Tenant's moving expenses.

ARTICLE X DEFAULT AND REMEDIES

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

termination of this Lease and/or Tenant's right to possession of the Premises abrogate Tenant's agreement to pay rent and additional charges due hereunder for the full term hereof.

Section 10.02 - Rights and Remedies. The various rights and remedies herein granted to Landlord shall be cumulative and in addition to any others Landlord may be entitled to by law or in equity, and the exercise of one or more rights or remedies shall not impair Landlord's right to exercise any other right or remedy. In all events, Landlord shall have the right upon notice to Tenant to cure any breach by Tenant at Tenant's sole cost and expense, and Tenant shall reimburse Landlord for such expense upon demand. The Landlord acknowledges that its rights of reentry into the Premises set forth in this Lease do not confer on it the authority to manufacture and/or dispense on the Premises medical marijuana in accordance with article 33 of the Public Health Law and agrees to provide the New York State Department of Health, Mayor Erastus Corning 2nd Tower, The Governor Nelson A. Rockefeller Empire State Plaza, Albany, N.Y. 12237, with notification by certified mail of its intent to reenter the Premises or to initiate dispossession proceedings or that the Lease is due to expire, at least thirty (30) days prior to the date on which the Landlord intends to exercise a right of reentry or to initiate such proceedings or at least sixty (60) days before expiration of the Lease.

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

ARTICLE XI TRANSFERS, ASSIGNMENT AND SUBLETTING

Tenant shall not without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed, either voluntarily or by operation of law, sell, assign, hypothecate or otherwise transfer this Lease, or sublet the Premises or any part thereof

(all of the foregoing collectively referred to as a "Transfer"), except to any affiliate of Tenant, since it is understood by the parties hereto that Tenant has a license to use the Premises and that no estate in land capable of being transferred by Tenant has been granted to Tenant under this Lease. Landlord and Tenant acknowledge and agree that the foregoing restriction on Transfers has been freely negotiated by the parties hereto and that Landlord would not have entered into this Lease without Tenant's consent to the terms of this Article XI. Any attempted Transfer shall be void ab initio and Tenant shall remain primarily liable on this Lease and shall not be released from performing any of the terms, covenants and conditions of this Lease. The acceptance by Landlord of payments of Rent or Additional Rent following any Transfer prohibited by this Section shall not be deemed to be a consent by Landlord to any such assignment or other transfer, nor shall the same be deemed to be a waiver of any right or remedy of Landlord hereunder.

ARTICLE XII RIGHT OF ENTRY

Subject to any application restrictions under any law or regulation, Landlord or Landlord's agents shall have the right to enter the Premises at all times upon reasonable prior notice to Tenant to examine the same, and to show them to prospective purchasers or tenants of the Building or Building, and to make such repairs, alterations, improvements or additions as Landlord shall be required to perform hereunder, and Landlord shall be allowed to take all material into and upon the Premises that may be required therefor without the same constituting an eviction of Tenant in whole or in part and the rent reserved shall in no way abate while said repairs, alterations, improvements, or additions are being made, by reason of loss or interruption of business of Tenant, or otherwise, unless as a result of negligence of Landlord, its agents or employees. During the three months prior to the expiration of the Lease Term or any renewal term, Landlord upon reasonable prior notice to Tenant may exhibit the Premises to prospective tenants or purchasers, and place upon the Premises the usual notices "To Let" or "For Sale" which notices Tenant shall permit to remain thereon without molestation. Entry shall be during non-peak hours of operation of the business and subject to Tenant's right to have its representatives present during such visit.

ARTICLE XIII TENANT'S PROPERTY

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

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

**ARTICLE XIV
SUCCESSION TO LANDLORD'S INTEREST**

Section 14.01 - Attornment. Tenant shall attorn and be bound to any of Landlord's successors under all the terms, covenants and conditions of this Lease for the balance of the remaining term.

Section 14.02 - Subordination. This Lease shall be subordinate to the lien of any mortgage or security deed or the lien resulting from any other method of financing or refinancing now or hereafter in force against the Building, any portion thereof, or upon any buildings hereafter placed upon the land of which the Premises are a part, and to any and all advances to be made under such mortgages, and all renewals, modifications, extensions, consolidations and replacements thereof. The aforesaid provisions shall be self-operative and no further instrument of subordination shall be required to evidence such subordination. Tenant covenants and agrees to execute and deliver, upon demand, such further instrument or instruments subordinating this Lease on the foregoing basis to the lien of any such mortgage or mortgages as shall be desired by Landlord and any mortgagees or proposed mortgagees, and hereby irrevocably appoints Landlord the attorney-in-fact of Tenant to execute and deliver such instrument or instruments within ten (10) days after written notice to do so.

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

**ARTICLE XV
SURRENDER OF PREMISES**

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

Section 15.02 - Holding Over. Should Tenant, with Landlord's written consent, hold over at the end of the term, Tenant shall become a Tenant at will and any such holding over shall not constitute an extension of this Lease. During such holding over, Tenant shall pay rent and other charges at the highest monthly rate provided for herein. If Tenant holds over at the end of the term without Landlord's written consent, Tenant shall pay Landlord as liquidated damages, a sum

equal to twice the rent to be paid by Tenant to Landlord for all the time Tenant shall so retain possession of the Premises; provided that the exercise of Landlord's rights under this clause shall not be interpreted as a grant of permission to Tenant to continue in possession.

ARTICLE XVI MISCELLANEOUS

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

Section 16.02 - Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or abatement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this Lease provided.

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

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

Section 16.05 - Notices. Any notice, demand, request or other instrument which may be or are required to be given under this Lease shall be delivered personally or sent by either United States certified mail postage prepaid or expedited mail service and shall be addressed (a) if to Landlord at the address provided in Section 1.01 for Landlord or at such other address as

Landlord may designate by written notice and (b) if to Tenant at the address provided in Section 1.01 for Tenant or at such other address as Tenant shall designate by written notice. Notices shall be effective upon delivery unless delivery is refused or cannot be made in which event notice shall be effective on mailing.

Section 16.06 - Captions and Section Numbers. The captions, section numbers, article numbers, and index appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such section or articles of this Lease nor in any way affect this Lease.

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

Section 16.08 - Broker's Commission. Both Landlord and Tenant warrant and represent that the only broker in this transaction is Caliber Commercial Brokerage, LLC. Each party hereto shall indemnify and hold harmless the other party for any and all liability incurred in connection with the negotiation or execution of this Lease for any real estate broker's commission or finder's fee that has been earned by a real estate broker or other person on such party's behalf. Landlord shall be responsible for payment of any commission or other fee earned by the Broker Caliber Commercial Brokerage, LLC pursuant to separate agreement between them. Landlord shall indemnify Tenant for any liability incurred by Tenant in connection with a claim by such broker with respect to this Lease. The provisions of this section shall survive the expiration or sooner termination of this Lease.

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

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

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

Section 16.12- Applicable Law. The Laws of the State of New York shall govern the validity, performance and enforcement of this Lease.

Section 16.13- Successors and Assigns. Except as otherwise provided herein, this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, executors, successors and assigns.

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

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

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

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

Section 16.17- Security Deposit. Concurrently with Tenant's execution of this Lease, Tenant shall deposit with Landlord a security deposit in the amount of \$11,945.00 (hereinafter, "Security Deposit"), to secure Tenant's full and faithful performance of all the obligations herein set forth. Landlord shall not be required to pay interest on the Security Deposit or to maintain the Security Deposit in a separate account. If any sum payable by Tenant to Landlord shall be due and unpaid after expiration of all notice and cure periods hereunder, or if Landlord makes any payments permitted to be made hereunder on behalf of Tenant, then Landlord, at its option and without limiting any other remedy, may use and apply any part of the Security Deposit to compensate Landlord for the payments not made or the loss, cost or expense suffered by Landlord. Within three (3) days after written notice of Landlord's use of the Security Deposit, Tenant shall deposit with Landlord cash in an amount sufficient to restore the Security Deposit to its prior amount. Within approximately thirty (30) days after the later of (a) the expiration or earlier termination of the Lease Term, or (b) Tenant's vacating the Premises, Landlord shall return the Security Deposit less such portion thereof as Landlord may have used to satisfy

Tenant's obligations and less such other sums as Landlord reasonably expects to be due from Tenant. If Landlord transfers the Security Deposit to a transferee of the Building or Landlord's interest therein, then such transferee (and not Landlord) shall be liable for its return. The holder of any Mortgage shall not be liable for the return of the Security Deposit unless such holder actually receives the Security Deposit. Tenant shall not transfer or assign the Security Deposit or any interest therein without Landlord's prior written consent, which consent Landlord may withhold in its sole and absolute discretion.

Section 16.18 – Financial Statements. Upon request of Landlord, but not more than once in any twelve (12) month period, Tenant shall provide Landlord with Tenant's financial statements ("Financial Statements") certified by an independent Certified Public Accountant (CPA) or if not customarily prepared by a CPA, then internally provided reports to be certified by Tenant to be a true, complete and accurate presentation as of the date hereof of all of the assets, liabilities and net worth of Tenant.

Section 16.19 – Non-Business Day. In the event any Minimum Fixed Rent, Additional Rent or other amount shall be due under this Lease on any day which is not a business day, the same shall be due and payable on the next succeeding business day. Business day shall mean any day other than Saturday, Sunday or any other federal holiday.

Section 16.20- Renewal Option. Tenant shall have one (1) option to extend the term of this Lease for an additional five (5) years. Such option shall be exercisable by written notice from Tenant to Landlord, delivered between ninety (90) and one hundred eighty (180) days prior to the expiration of the initial Lease Term. During such renewal term, all of the terms and conditions of this Lease shall remain in full force and effect, except the Minimum Fixed Rent shall increase as set forth in Section 1.01 above.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Lease this day and year first above written.

LANDLORD:

Frontier Center LLC

By: _____
Joel Chiarenza, Authorized Representative

TENANT:

Sheva Health & Wellness LLC

By: _____
Joseph Levine, Member

EXHIBIT A

(FLOOR PLAN TO BE ATTACHED

EXHIBIT B

TENANT SIGN CRITERIA TOWN CENTRE HENRIETTA, NY

A. General Requirements

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

B. General Specifications

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

C. Locations of Signs

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

D. Design Requirements

1. All tenant signs are required to be illuminated as follows:

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

E. Construction Requirements

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

F. Miscellaneous Requirements

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

GUARANTY

THIS GUARANTY is given by Joseph Levine ("Guarantor") to FRONTIER CENTER LLC ("Landlord").

RECITALS

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

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

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

2. **Coverage of Guaranty.** This guaranty extends to all liability which the Tenant has or may have to Landlord by reason of matters occurring before the signing of the Lease by the parties or commencement of the term of the Lease or by matters occurring after the expiration of the term of the Lease by reason of removal of Tenant property surrender of possession, or other matters. This guaranty extends to any successor, assignee, or sublessee of Lessee, to any extensions or renewals of Lease, and to any term established by reason of the holdover of Tenant, and assignee or sublessee.

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

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

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

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

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

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

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

GUARANTOR:

Joseph Levine

Date: _____

SAJE



DESIGN BUILD TRANSFORM

Saje Build LLC
368 New Hempstead Road
Suite #259
New City NY 10956
controller@sajebuild.com
www.sajebuild.com

Security Specs

LEASE

DATED

June __, 2015

BETWEEN

FREEDOM PLAZA, LLC, LANDLORD

AND

SHEVA HEALTH & WELLNESS, LLC

FOR PREMISES AT

FREEDOM PLAZA, 26121 US ROUTE 11

EVANS MILLS, NEW YORK

LEASE AGREEMENT

This agreement is between FREEDOM PLAZA, LLC, with an address of 215 Washington Street, Suite 001, Watertown, New York 13601 (“Landlord”), and SHEVA HEALTH & WELLNESS, LLC with an address of 2071 Flatbush Ave, Suite 240, Brooklyn NY 11234 (“Tenant”).

ARTICLE 1 TERM AND USE

Section 1.01. The Premises.

Landlord hereby leases to Tenant, upon the terms, covenants and conditions set forth in this agreement (this “Lease”), an area of approximately 3,000 leasable square feet, comprising 23.0% of the Building “Pro Rata Share” and all structures, grounds, and appurtenances thereto (the “Premises”), together with the right to use, in common with other tenants of the Building (as defined below in the next sentence), the Common Areas. The Premises are located at Freedom Plaza, Suite 1, 26121 US Route 11, Evans Mills, New York (the “Building”).

Section 1.02. Term.

The term of this Lease (the “Term”) shall commence on the earlier of July 1, 2015 or the date that Tenant shall have informed Landlord that it has obtained final approval (the “Final Approvals”) as a Registered Organization under the State of New York Medical Marijuana Program and any and all related laws and regulations and final state and municipal approval of the Premises for the operation of a dispensary of medical marijuana (such date, the “Commencement Date”) provided that the Premises shall have been delivered to Tenant prior to such date (the “Commencement Date”) and shall expire on the last day of the month five years later (or until the Term shall be extended or curtailed as hereinafter provided) (the “Termination Date”). Notwithstanding anything to the contrary contained herein, Tenant shall be permitted to terminate this Lease at any time for any reason, without penalty or fee, by sixty (60) days prior written notice to Landlord, at any time up until the date as Tenant shall have obtained the Final Approvals. If Tenant shall not have obtained its Final Approvals prior to December 31, 2015, this Lease shall terminate as of such date. Upon any such termination pursuant to this paragraph, Tenant shall not have any further liability or obligation under this Lease.

Notwithstanding the foregoing, Tenant shall be granted access to the Premises at no cost to Tenant as soon as this Lease Agreement is fully executed and security deposit paid. Tenant shall defend, indemnify and hold Landlord and its owners, officers, agents and employees harmless for any liability arising out of or result from Tenant’s entry into the Premises pursuant to the foregoing sentence, and all provisions which bind Tenant under this lease shall apply during the occupancy with the exception of rent, which shall commence in accordance with the terms herein.

Section 1.03. Use.

Tenant shall use the Premises for Medical marijuana Dispensary purposes, and other uses and purposes which are customarily accessory or incidental thereto, and for no other purpose whatsoever, without Landlord’s consent, which will not be unreasonably withheld, conditioned or delayed. Tenant shall have 24/7 access to the premises during the term of this Lease.

ARTICLE 2
RENT

Section 2.01. Rent.

Tenant covenants and agrees to pay to Landlord, in lawful money of the United States of America and without any prior demand, set off or deduction whatsoever (except as may be expressly provided herein), upon the commencement date, base rent in the amount of \$51,000.00 per year payable in monthly installments of \$4,250.00 (the "Rent"). The annual base rent shall increase by three percent (3.0%) each year commencing on the first anniversary of the Term and continuing through the remaining years of the initial Term and any subsequent renewal terms. The Rent shall be payable on the first day of each month commencing on the Commencement Date and continuing on the first day of each month thereafter during the Term (provided that Landlord acknowledges the receipt of the first month's Rent, for July 2015, on the date hereof). In the event the Commencement Date is not the first day of a month, Tenant shall also pay an amount equal to one thirtieth of one month's Rent for each day from and including the Commencement Date to but excluding the first day of the next month. In the event any Rent or other amount shall be due under this Lease on any day which is not a business day, the same shall be due and payable on the next succeeding business day.

Section 2.02. Late Charge.

Landlord shall have the right to impose a late charge (the "Late Charge") of five percent (5%) for any installment of Rent or Additional Rent, not received by Landlord within ten (10) days after the date on which it is due. The Late Charge may be imposed monthly thereafter until the Rent is paid.

ARTICLE 3
INSURANCE

Section 3.01. Landlord's Coverage.

Landlord shall keep the Building insured during the Term in an amount equal to the replacement value against loss or damage by fire, with extended coverage, and such other insurable hazards, and deductibles as Landlord reasonably determines to be appropriate. Landlord shall also carry at its expense public liability insurance insuring Landlord against claims of bodily injury to, or the death of, any person, and for injury to, or destruction of, any property occurring in the Premises in an amount of at least \$1,000,000 per occurrence.

Beginning on the Commencement Date, Tenant shall reimburse landlord Additional Rent for Tenant's Pro Rata Share of the insurance premium for the insurance Landlord is required to carry by subparagraph (a) of this paragraph based on Landlord's invoice for the same. Tenant's Pro Rata Share shall be billed monthly and shall be equal to a fraction, the numerator of which shall be the number of rentable square feet of floor area in the demised premises and the denominator of which shall be the total number of rentable square feet of floor areas in the Building. As of date hereof, Tenant's Pro Rata Share is 23%.

Section 3.02. Tenant's Coverage.

Tenant shall carry at its expense property damage insurance for all of its equipment and for all leasehold improvements which are made by Tenant in and to the Premises. Tenant shall also carry at its expense public liability insurance insuring Tenant against claims of bodily injury to, or the death of, any

person and for injury to, or destruction of, any property occurring in the Premises in an amount of at least \$1,000,000 per occurrence.

Prior to the Commencement Date, Tenant shall provide the Landlord with a certificate containing evidence of said coverage, and Tenant shall thereafter provide Landlord with appropriate evidence of said coverage upon each anniversary date of the policy. In the event the Tenant fails to provide the certificate as set forth herein or fails to provide evidence of such coverage prior to the expiration date of each expiring policy, Landlord, after notice to Tenant and Tenant's failure to cure within fifteen days, may obtain such insurance at the Tenant's sole cost and expense, and Tenant shall reimburse Landlord within 15 days with legal interest accruing from the due date.

ARTICLE 5 ***COMMON AREAS***

The common areas shall mean the paved (or concrete) driveways, parking areas, service areas, and exterior sidewalks and landscaped areas. Landlord shall maintain the common areas in good order, condition and repair. Beginning on the Commencement Date, and with each payment of rent, Tenant shall reimburse Landlord as Additional Rent for Tenant's Pro Rata Share of the following out-of-pocket direct costs paid by Landlord in connection with the maintenance and repair of the common areas: maintenance of existing landscaping including mowing; utility charges for lighting the parking, service and access areas; sweeping, snow removal and re-stripping the parking, service and access areas; and repairs of the parking area lights and light standards.

Tenant's Pro Rata Share shall be billed monthly and shall be equal to a fraction, the numerator of which shall be the number of rentable square feet of floor area in the demised premises, and the denominator of which shall be the total number of rentable square feet of floor areas in the Building. As of date hereof, Tenant's Pro Rata Share is 23%.

ARTICLE 6 ***BUILDING RULES***

Tenant shall observe and comply with reasonable Building rules prescribed by Landlord, on written notice to Tenant, for the safety, care and cleanliness of the Building and Common Areas, for the comfort, quiet and convenience of other occupants of the Building and for such other purposes as Landlord shall determine. Landlord shall: (a) enforce all Building rules equitably and universally to all tenants of the Building; and (b) have the right from time to time to modify the Building rules.

ARTICLE 7 ***CARE AND REPAIR OF PREMISES***

Landlord shall maintain the Building and keep it in good repair, and Landlord shall maintain and keep in good repair and replace when necessary all exterior portions of the Building constituting part of the demised premises, including the roof, exterior walls, canopy, gutters, downspouts, and also all building systems and structural portions of the Building whether interior or exterior. Landlord shall also be responsible for all repairs to exterior plumbing, gas, water, sewer, telephone, internet and electrical lines. Landlord shall keep the parking, service and access areas (and other exterior areas, if any) maintained and in a good state of repair, including the removal of snow, ice, trash, weeds, and debris.

Tenant shall maintain and repair all doors and all glass in windows and doors and all interior, non-structural portions of the Building, except for repairs Landlord is required to make, and Tenant shall maintain and repair the interior plumbing, interior electrical and the heating and air conditioning systems.

ARTICLE 8
SERVICES

Section 8.01. Services.

Landlord shall ensure that electricity, water, heat, sanitary sewer service, gas, internet, and telephone service wire are properly connected to the demised premises in adequate supply and separately metered. Beginning on the Commencement date, Tenant shall pay directly to the utility provider all charges for all utilities used by Tenant in the demised premises. Except to the extent specifically stated in this lease, Tenant shall have no obligation to pay to landlord any charges or fees billed to Landlord by any utility provider unless the utility provider will only agree to bill the property owner.

Section 8.02. Interruption of Services.

It is understood and agreed that Landlord does not warrant that any of the services referred to, or that any other services which Landlord may supply, will be free from interruption. Tenant acknowledges that any one or more of the services may be suspended by reason of accident, repairs, alterations, improvements, strikes or lockouts, by reason of operation of law, or of causes beyond the reasonable control of Landlord. Except as provided in this Section, no interruption of service shall be deemed an eviction or disturbance of Tenant's use and possession of the Premises or render Landlord liable to Tenant for damages by abatement of Rent or otherwise, direct or consequential, nor shall any interruption in service relieve Tenant from performance by Tenant of its obligations under this Lease. Landlord shall use due diligence in repairing any interruption of services or, if appropriate, providing temporary service. In the event Landlord does not do so or is unable to restore the service to the Premises within five days and the result is to make the Premises not usable for the use described herein, or otherwise impose material burdens on the use of the same, Tenant's obligation to pay Rent shall be abated until the Premises are again usable.

ARTICLE 9
TAXES

Landlord shall pay all taxes, assessments and other charges which may be levied, assessed or charged against the Building including the demised premises and will make all payments required to be made under the terms of any mortgage or deed of trust which is now or hereafter becomes a lien on the Building for the demised properties.

Tenant shall pay all operating license fees for the conduct of its business, and ad valorem taxes levied upon its trade fixtures, inventory and other personal property. Beginning on the commencement date, Tenant shall reimburse Landlord as Additional Rent for Tenant's Pro Rata Share of real estate taxes. Tenant's Pro Rata Share shall be billed monthly and shall be equal to a fraction, the numerator of which shall be the number of rentable square feet of floor area in the demised premises, and the denominator of which shall be the total number of rentable square feet of floor areas in the Building. As of date hereof, Tenant's Pro Rata Share is 23%..

ARTICLE 10
ADDITIONAL RENT

Commencing with the first full rent payment (on the Commencement Date) Tenant will make payments of Additional Rent to Landlord along with the fixed rent for Tenant's Pro Rata Share of common area maintenance, taxes, and insurance. The monthly amount to be paid by Tenant in 2015 shall be \$925 per month and said Additional Rent shall be due on the same date and under the same terms as Rent. Beginning with the year 2016, Landlord shall furnish to Tenant a statement annually within ninety days after the end of each calendar year setting forth the actual amount of the common area maintenance, tax, and insurance costs set forth above and Tenant's proportionate share of such costs. If the amount paid by Tenant monthly is less than Tenant's actual proportionate share, Tenant shall pay the difference within forty-five days after receiving Landlord's statement. If the amount paid by Tenant monthly is greater than Tenant's actual proportionate share, then such overpayment will be refunded along within forty-five days after receiving Landlord's statement and if not refunded, Tenant shall be permitted to offset the same against Rent or Additional Rent due hereunder. The monthly amount to be paid by Tenant will be adjusted annually to one-twelfth of Tenant's Pro Rata Share of the reasonably estimated common area maintenance, tax, and insurance costs.

ARTICLE 11
SIGNS AND SIGN RENT

Section 11.01. Tenant Signs.

Subject to compliance with applicable government regulations and codes, and subject to Landlord's prior approval, which approval shall not be unreasonably withheld, conditioned or delayed, Tenant shall be permitted to place professionally appearing signs on the plaza pylon sign and at the front exterior of the Building at Tenant's expense. Interior signage shall not require Landlord approval.

Beginning on the Commencement Date, Tenant shall pay Landlord Sign Rent (if Tenant elects to utilize such signage space) for space on the plaza pylon sign in the amount of \$600 per year payable in monthly installments of \$50. The Sign Rent shall be payable on the first day of each month commencing on the Commencement Date and continuing on the first day of each month thereafter or until Tenant elects not to use such signage space.

ARTICLE 12
TENANT IMPROVEMENTS

Tenant shall have the right at all times after the date of this lease to make, at its own expense, such changes, improvements and alterations to the demised premises as tenant may desire except that tenant will not make any structural alterations or improvements, other than relocating interior walls, windows and doors, without landlord's prior written consent, which consent will not be unreasonably withheld or delayed. Tenant shall supply Landlord with a complete set of working drawings for pre-approval. All structural Tenant improvements must be such pre-approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed.

If any mechanic's or other lien is filed against the demised premises arising out of any labor or material furnished to Tenant pursuant to a contract with Tenant, Tenant shall promptly commence efforts

to discharge the lien and shall diligently pursue such efforts until the lien is discharged, and shall hold Landlord harmless.

Tenant shall have the right to install on the demised premises such fixtures and equipment as Tenant desires for the operation of its business. Tenant shall, on termination of this lease, and may at any time during the lease term, remove from the demised premises all shelving, fixtures, and equipment which Tenant installed at its own expense or otherwise acquired. Tenant shall repair any damage caused by removal of such fixtures and equipment.

ARTICLE 13
INDEMNIFICATION

Section 13.01. Subrogation.

Neither party shall be liable to the other for damages arising out of the damage to or destruction of the contents of the Premises or for damage to or destruction of the Premises or the Building, by fire or other casualty which loss would be covered by a standard fire and extended risk insurance policy, whether or not such damage or destruction is the result of negligence on the part of either party, or its agents, servants, or employees, it being the understanding and agreement of the parties that the rentals reserved herein have been agreed upon by the parties in contemplation that each of the parties will at its own expense carry its own insurance against such risks and that each party will look to its insurance for indemnity against any such damage. Neither party shall have any interest in the other's insurance or the proceeds thereof.

Section 13.02. By Tenant.

Except (a) as provided herein and (b) for negligent or willful acts or omissions of Landlord and Landlord's agents, employees and invitees, Tenant agrees to: indemnify and save Landlord harmless from and against any and all liabilities, losses, damages, costs, expenses (including reasonable attorneys' fees) suits, judgments and claims by or on behalf of any person, firm, corporation or governmental authority, for injury or damage to person or property, or any nature and howsoever caused, arising during the Term in any part of the Building or the Common Areas caused by the use, occupation, operation, possession or control by Tenant of the Premises or the Common Areas; and (b) indemnify and save Landlord harmless from any and all liability arising from any failure by Tenant to perform any of the terms, covenants or conditions of this Lease on Tenant's part to be performed. Tenant's obligations under this Article shall survive the termination of this Lease.

Section 13.03. By Landlord.

Except (a) as provided herein and (b) for negligent or willful acts or omissions of Tenant and Tenant's agents, employees and invitees, Landlord agrees to: indemnify and save Tenant harmless from and against any and all liabilities, losses, damages, costs, expenses (including reasonable attorneys' fees) suits, judgments and claims by or on behalf of any person, firm, corporation or governmental authority, for injury or damage to person or property, or any nature and howsoever caused, arising during the Term in any part of the Building or the Common Areas caused by the use, occupation, operation, possession or control by Landlord of the Building or the Common Areas; and (b) indemnify and save Tenant harmless from any and all liability arising from any failure by Landlord to perform any of the terms, covenants or conditions of this Lease on Landlord's part to be performed. Landlord's obligations under this Article shall survive the termination of this Lease.

ARTICLE 14
COMPLIANCE WITH LAWS

Section 14.01. Compliance.

Tenant, at Tenant's expense, in the use, occupation, alteration, operation, possession and control of the Premises, shall comply with all requirements of all laws, orders, ordinances, rules and regulations of federal, state, county and municipal authorities and with any direction of any public officer or officers, pursuant to law, and with the requirements of the Board of Fire Underwriters or similar body, whether any of the above are now in force or may hereafter be in force but only to the extent the same relate to interior, non-structural portions of the Premises.

Section 14.02. Operating Permits.

Without in any manner limiting the general provisions herein, Tenant shall obtain all licenses, permits and approvals required for the use of the Premises permitted herein of this Lease.

Section 14.03. Contest.

Tenant shall have the right, at its own expense, to contest or to seek review by appropriate legal or administrative proceedings the validity or legality of any law, order, ordinance, rule, regulation, direction or certificate of occupancy and during such contest Tenant may refrain from complying therewith provided that Tenant shall not undertake such contest or seek such review unless it: (a) notifies Landlord of its intention to do so; and (b) furnishes such reasonable indemnity to Landlord as Landlord determines to be reasonably necessary to protect its interests.

ARTICLE 15
DAMAGE OR DESTRUCTION

Section 15.01. Damage.

If the Building is damaged by fire or any other cause to such extent that the cost of restoration, as reasonably estimated by Landlord, will equal or exceed fifty percent of the replacement value of the Building (exclusive of foundation) immediately prior to the occurrence of the damage, or if more than fifty percent of the Premises is rendered wholly untenable by fire or any other cause, Landlord may, no later than the thirtieth day following the damage, give Tenant notice of its election to terminate this Lease. If Landlord fails to make such election within such 30 day period or if such repair is estimated to take more than 6 months or if the damage results in Tenants license to use premises to be revoked, then Tenant has the right to terminate the Lease. In the event Landlord makes such election, this Lease shall terminate on the third day after the giving of the notice and the Rent shall be apportioned as of that date. Unless Landlord elects to terminate this Lease as provided in this Section, Landlord shall restore the Building and the Premises with reasonable promptness, subject to delays beyond the Landlord's control and delays in making of insurance adjustments by Landlord.

Section 15.02. Abatement of Rent.

In any case in which access to, or use of, the Premises is affected by any damage to the Building, until such damage shall be repaired, there shall be an abatement in the Rent and Additional Rent, calculated by multiplying the Rent for the period from the date of the damage until the date the damage is repaired by a fraction, the numerator of which shall be the number of square feet of the Premises which

are not usable and in fact are not used by Tenant and the denominator of which shall be the number of square feet of the Premises. The words “restoration” and “restore” as used in this Article shall include repairs.

ARTICLE 16
CONDEMNATION

Section 16.01. Condemnation Award.

In the event that the Premises, or any part thereof, shall be taken in condemnation proceedings or by exercise of any right of eminent domain, Landlord shall be entitled to collect from the condemnor the entire award. Tenant shall retain its right to a separate award for its trade fixtures and any relocation expenses. Tenant agrees to execute all further documents that may be appropriate to facilitate collection by Landlord of its awards.

Section 16.02. Taking of Materially All.

If, at any time during the Term, title to the whole or materially all of either the Premises or the Building shall be taken by exercise of the right of condemnation or eminent domain or by agreement between Landlord and those authorized to exercise such right, this Lease shall terminate and expire on the later of the date of possession by the condemnor or on the date title vests in the condemnor and the Rent shall be apportioned and paid only to such date. For the purposes of this Article: (a) “materially all of the Premises” shall be taken if the portion of the Premises not taken cannot, in the reasonable opinion of Landlord, be so repaired as to be suitable for the conduct of Tenant’s business in substantially the same manner as conducted on the Premises immediately prior to the taking; and (b) “materially all of the Building” shall be taken if the portion of the Building not taken cannot, in the reasonable opinion of Landlord, be so repaired as to provide sufficient Common Areas or services for the conduct of Tenant’s business in substantially the same manner as conducted on the Premises immediately prior to the taking.

Section 16.03. Partial Taking.

If, at any time during the Term, title to any portion of the Premises or the Building shall be taken in the manner described herein but the portion taken is less than materially all of the Premises or the Building, as the case may be, this Lease shall continue but the Rent and Additional Rent thereafter payable by Tenant shall be apportioned and reduced from the date of the partial taking by a fair and reasonable amount as determined by Landlord and Tenant.

ARTICLE 17
ASSIGNMENTS AND SUBLETTINGS

Tenant may not assign this Lease or sublet the Premises in whole or in part or otherwise transfer or encumber its leasehold estate without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing Tenant shall be permitted without Landlord’s consent to assign this Lease or sublet the Premises in whole or in part to any affiliate of Tenant.

ARTICLE 18
DEFAULT

Section 18.01. Events of Default.

Any one or more of the following events shall constitute an “Event of Default”:

- (a) failure by Tenant to pay all Rent and Additional Rent within ten (10) days of Tenant’s receipt of Landlord’s notice that the same is due under the lease; or
- (b) an assignment or subletting in violation of Article; or
- (c) failure by Tenant to perform or comply with any of the terms, covenants or conditions of this Lease, other than the failure to pay Rent, within thirty (30) days after written notice thereof from Landlord to Tenant, except that in connection with a default, other than the failure to pay Rent or additional rent, not susceptible of being cured with due diligence within thirty days, the time for Tenant to cure shall be extended for such time as may be necessary to cure with all due diligence, provided Tenant commences promptly and proceeds diligently to cure and further provided that such period of time shall not be so extended as to subject Landlord to any civil or criminal liability or forfeitures; or
- (d) Tenant shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state or other statute or law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Tenant or of all or any substantial part of its properties or of the Premises; or
- (e) if within sixty days after the commencement of any proceeding against Tenant seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state or other statute or law, such proceeding shall not have been dismissed, or if, within ninety days after the appointment, without the consent or acquiescence of Tenant, of any trustee, receiver or liquidator of Tenant or of all or any substantial part of its properties or of the Premises, such appointment shall not have been vacated or stayed on appeal or otherwise, or if, within sixty days after the expiration of any such stay, such appointment shall not have been vacated.

Section 18.02. Right to Terminate.

If an Event of Default occurs, Landlord may give written notice to Tenant specifying the Event of Default and stating that this Lease and the Term shall expire and terminate on the date specified in the notice, which date shall be at least ten days after the date of the notice. Upon the date specified in the notice, this Lease and the Term, and all rights of Tenant under this Lease, shall terminate.

Section 18.03. Right to Re enter.

- (a) If an Event of Default occurs, Landlord may: (i) immediately or any time reenter the Premises, or any part thereof, by summary proceeding or by any suitable action or proceeding at law, or by force or otherwise, without being liable to indictment, prosecution or damage therefor; or (ii) repossess the same, and remove any persons or property therefrom, using such force as may be necessary, without being in any manner guilty of trespass, eviction or forcible entry or detainer, and without

relinquishing Landlord's right to Rent or any other right given Landlord by this Lease or by operation of law. In the event that Landlord shall obtain a judgment of eviction in any summary proceeding with respect to the Premises, Tenant hereby waives its right of redemption.

(b) "The landlord acknowledges that its rights of reentry into the premises set forth in this lease do not confer on it the authority to manufacture and/or dispense on the premises medical marijuana in accordance with article 33 of the Public Health Law and agrees to provide the New York State Department of Health, Mayor Erastus Corning 2nd Tower, The Governor Nelson A. Rockefeller Empire State Plaza, Albany, N.Y. 12237, with notification by certified mail of its intent to reenter the premises or to initiate dispossess proceedings or that the lease is due to expire, at least 30 days prior to the date on which the landlord intends to exercise a right of reentry or to initiate such proceedings or at least 60 days before expiration of the lease."

Section 18.04. Right to Re let.

If Landlord becomes entitled to elect, and Landlord does elect, without terminating this Lease, to endeavor to re let the Premises, Landlord may, at Landlord's option, enter into the Premises, remove Tenant's signs and other evidence of tenancy, and take and hold possession thereof as provided herein without such entry and possession terminating this Lease or releasing Tenant, in whole or in part, from Tenant's obligation to pay the Rent for the full Term. Upon and after entry into possession without termination of this Lease, Landlord may re let the Premises or any part thereof for the account of Tenant to any person, firm or corporation other than Tenant for such rent, for such time and upon such terms as Landlord shall determine to be reasonable. In any such case, Landlord may make repairs, alterations and additions in or to the Premises, and redecorate the same to the extent deemed by Landlord necessary or desirable, and Tenant shall, upon demand, pay the reasonable cost thereof, together with Landlord's reasonable expenses of the re letting. If the consideration collected by Landlord upon any re letting for Tenant's account is not sufficient to pay the full Rent, together with the cost of repairs, alterations, additions, redecorating and Landlord's expenses, Tenant shall pay to Landlord the amount of each monthly deficiency upon demand.

Section 18.05. Right to Collect Accrued Rent.

In the event of any termination of this Lease, Tenant shall thereupon pay to Landlord all Rent and any other amounts payable by Tenant to Landlord up to the time of such termination of this Lease and shall also pay to Landlord damages as provided herein.

Section 18.06. Right to Damages.

(a) In the event of any termination of this Lease, Tenant will pay to Landlord as damages, a sum which is equal to the full amount of the Rent and additional rent which would have been payable by Tenant had this Lease not so terminated, payable upon the due dates specified herein until the expiration of the Term, provided, however, that if Landlord shall in its sole discretion re-let the Premises during that period, Landlord shall credit Tenant with the net rents received by Landlord from the re letting.

(b) For purposes of paragraph (a) of this Section, the "net rents" shall be determined by deducting from the gross rents as and when received by Landlord: (i) all reasonable out-of-pocket expenses, commissions and charges which Landlord paid or incurred, including legal expenses and reasonable attorneys' fees, in terminating this Lease and securing possession of the Premises; and (ii) all

reasonable out-of-pocket expenses of re letting, including repairing and redecorating the Premises in connection with the re letting.

(c) Suit or suits for the recovery of damages, or any installments thereof, may be brought by Landlord from time to time at its election and nothing in this Lease shall require Landlord to postpone suit until the Term would have expired if it had not been terminated as provided herein.

Section 18.07. Remedies Cumulative.

Nothing in this Article shall limit or preclude the recovery by Landlord from Tenant of any sums or damages which, in addition to the damages particularly provided above, Landlord may lawfully be entitled to by reason of the occurrence of any Event of Default. The remedies specified in this Article are cumulative and shall be in addition to every right or remedy now or hereafter existing at law or in equity or by statute or otherwise, and the exercise by Landlord of any one or more of the rights or remedies provided for in this Article or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by Landlord of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

Section 18.08. No Waiver.

No failure by either party to insist upon the strict performance of any term, covenant or condition of this Lease or to exercise any right or remedy and no acceptance of full or partial Rent during the continuance of any breach shall constitute a waiver of any such breach or of any such term, covenant or condition.

ARTICLE 19
LANDLORD'S OR TENANT'S RIGHT TO PERFORM

Tenant covenants and agrees that, if Tenant shall at any time fail to make any payment of Rent or perform any other act on its part to be made or performed under this Lease (after expiration of all notice and cure periods), Landlord after fifteen days written notice to Tenant may, but shall not be obligated to, and without waiving or releasing Tenant from any obligation of Tenant under this Lease, make such payment or perform such act to the extent Landlord may deem desirable, and in connection therewith to pay expenses and employ counsel. All sums so paid by Landlord and all expenses, including reasonable attorneys' fees in connection therewith and an interest at a rate of twelve percent (12%) per annum, shall be payable by Tenant to Landlord on demand as Additional Rent.

Landlord covenants and agrees that, if Landlord shall at any time fail to perform any act on its part to be made or performed under this Lease, Tenant after fifteen days written notice to Landlord may, but shall not be obligated to, and without waiving or releasing Landlord from any obligation of Landlord under this Lease, perform such act to the extent Tenant may deem desirable, and in connection therewith to pay expenses and employ counsel. All sums so paid by Tenant and all expenses, including reasonable attorneys' fees in connection therewith and an interest at a rate of twelve percent (12%) per annum, shall be payable by Landlord to Tenant on demand and if not paid within the ten (10) days of billing Tenant may offset against its next payments of Rent.

ARTICLE 20
LIENS

Tenant shall not suffer or permit any lien to be filed against the Building, the Premises or Tenant's leasehold interest in either by reason of work, labor, services or materials supplied or claimed to have been supplied to Tenant or anyone holding the Premises through or under Tenant. If any such lien shall at any time be filed, Tenant shall cause the same to be discharged of record or bonded within the later of sixty days after Tenant has been notified in writing by the party initiating a lien against Tenant or sixty days after the date of filing. If Tenant shall fail to discharge any such lien within such period then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, procure its discharge, and should Landlord procure its discharge, Tenant shall be liable upon demand to reimburse Landlord for all related costs and expenses incurred by Landlord as Additional Rent.

ARTICLE 21
NO ABATEMENT OF RENT

Except as provided herein, no diminution or abatement of the Rent shall be allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Building or the Premises.

ARTICLE 22
LANDLORD'S RIGHT TO ENTER PREMISES

Section 22.01. For Maintenance.

Landlord shall have the right, subject to any restrictions under applicable law, to enter the Premises upon reasonable prior written notice to Tenant during ordinary business hours, or at any time in case of emergency, for the purpose of inspecting the general condition and state of repair of the Premises and to show the Premises to any prospective purchaser or mortgagee.

Section 22.02. For Re let.

During the last six months of the Term, Landlord and its authorized agents shall have the rights to erect on or about the Premises a customary sign advertising the Premises for lease and to enter the Premises during ordinary business hours for the purpose of showing the Premises to prospective tenants.

ARTICLE 23
ESTOPPEL CERTIFICATES; SUBORDINATION

Section 23.01. Estoppel Certificates.

Tenant and Landlord mutually agree that, at any time and from time to time upon ten business days prior written request by the other party, such party will execute, acknowledge and deliver to the requesting party a statement in writing stating that this Lease is unmodified and in full force and effect (or, if there have been modifications, stating the modifications and that this Lease as so modified is in full force and effect), the dates to which the Rent has been paid, and whether to such party's knowledge, the requesting party has defaulted in the performance of any of its obligations under the terms of this Lease.

Section 23.02. Subordination and Non-Disturbance.

Upon request by Landlord, Tenant agrees to execute for the benefit of a mortgagee, a commercially reasonable subordination, non-disturbance and attornment agreement.

ARTICLE 24
INVALIDITY OF PARTICULAR PROVISIONS

If any term, covenant or condition of this Lease, or the application thereof to any person, firm or corporation or to any circumstance, shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons, firms or corporations or to circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby. Each term, covenant or condition of this Lease shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE 25
FORCE MAJEURE

In the event that either Landlord or Tenant shall be delayed or hindered in or prevented from the performance of any act required hereunder (other than the payment of money) by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials (including energy), power, casualty, inclement weather, governmental laws, orders or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing the work or doing the acts required by this Lease, the time for performance of any such act shall be extended for a period equivalent to the period of the delay.

ARTICLE 26
NOTICES

All notices, demands and requests which may or are required to be given by either party to the other shall be in writing and either delivered personally or sent by first class mail, postage prepaid, addressed:

- (a) if to Tenant, at the Building and the address first set forth above,
- (b) if to Landlord, at Landlord's address first above set forth,

or at such other address as the party to receive the notice may from time to time indicate in writing to the other party. Notice shall be deemed to have been given, if delivered personally, upon delivery or, if mailed, upon the third business day after mailing.

ARTICLE 27
QUIET ENJOYMENT

Landlord agrees that Tenant, upon paying the Rent and performing and fulfilling the terms, covenants and conditions of this Lease on Tenant's part to be performed and fulfilled, shall lawfully and quietly hold, occupy and enjoy the Premises during the Term without hindrance or molestation.

ARTICLE 28
SURRENDER

Section 28.01. Timely Surrender.

On the last day of the Term, or any earlier date of termination of this Lease, Tenant shall peaceably surrender the Premises broom clean, in good order, condition and repair damage by casualty and ordinary wear and tear excepted. All alterations, additions, improvements and fixtures made by Tenant upon the Premises shall remain upon and be surrendered with the Premises except that Tenant shall have the right to remove all of its trade fixtures and personal property, including but not limited to office furniture and equipment, if the Tenant repairs any damage caused by the removal.

Section 28.02. Hold Over.

If Tenant remains in possession of the Premises after the expiration of the Term, the Tenant shall be a tenant from month to month only. Such holdover tenancy shall be subject to the same terms and conditions as specified in this Lease or upon any other terms and conditions imposed by Landlord at any time or from time to time before or after the expiration of this Lease, except for rent, which shall be at the rate of one hundred and fifty percent (150%) of the monthly rental amount in effect at the termination of the Term.

ARTICLE 29
COMMISSIONS

Landlord and Tenant hereby mutually represent to each other that except for SUTTON COMPANIES whose commissions are being paid by Landlord pursuant to separate agreements, no real estate broker has been contacted or engaged by either party in connection with this Lease and that no commission is or will be due or become due on account of the making of this Lease. If the representation in the preceding sentence is contrary to fact, the party making the misrepresentation shall indemnify, defend and save the other party harmless from any claims, loss or liability therefor.

ARTICLE 30
TRANSFERS BY LANDLORD

The term "Landlord" as used in this Lease, so far as covenants or agreements on the part of Landlord are concerned, shall mean the owner or owners of Landlord's interest in this Lease at the time in question and, in the event of any transfer of Landlord's interest, the Landlord named herein (and in case of any subsequent transfer, the then transferor) shall be automatically freed and relieved, from and after the date of transfer, of all personal liability from events which occur after the date of transfer. Any release of Landlord under this Article shall become effective only at such time as Landlord's transferee is bound by the terms, covenants and conditions of this Lease. Landlord shall pay over to Landlord's transferee any prepayment or overpayment of Rent made by Tenant prior to the assignment. Tenant, at the option of any transferee of Landlord, agrees to attorn to such transferee.

ARTICLE 31
OPTION TO RENEW

Tenant shall have four (4) options to extend the term of this Lease for an additional five (5) years. Each such option shall be exercisable by written notice from Tenant to Landlord, delivered between ninety (90) and one hundred eight (180) days prior to the expiration of the then current Lease

Term. During each of such renewal term, all of the terms and conditions of this Lease shall remain in full force and effect.

ARTICLE 32
ATTORNEY'S FEES

In the event a party to this Lease undertakes litigation against the other to enforce compliance with any of the terms, covenants, or conditions of this Lease, or for damages for breach of this Lease, and the party defendant in such litigation prevails in any respect, the party defendant shall be entitled to recover from the plaintiff all of its reasonable out-of-pocket legal fees, costs and disbursement in such litigation. Conversely, if the party defendant in such litigation does not prevail in any respect, the party plaintiff shall be entitled to recover from the defendant all its reasonable out-of-pocket legal fees, costs and disbursements in such litigation.

ARTICLE 33
HEADINGS

The Article and Section headings in this Lease are inserted as a matter of convenience and in no way define, limit or describe the scope of this Lease or the intent of any provision.

ARTICLE 34
ENTIRE AGREEMENT

This Lease contains the entire agreement between the parties with respect to the Premises and may not be changed except by a writing executed by each party.

ARTICLE 36
SECURITY DEPOSIT

Upon execution of this Lease, Tenant will deposit with Landlord the sum of (1) month's rent (\$4,250.00) as security for the faithful performance and observance by Tenant of the terms, provisions and conditions of this lease including, but not limited to, the payment of Rent. Landlord may use, apply or retain the whole or any part of the security so deposited to the extent required for the payment of any Rent which is due hereunder (after expiration of all notice and cure periods) or any other sum which Tenant is in default hereunder (after expiration of all notice and cure periods) or for any sum which Landlord may expend by reason of such default, including but not limited to any damages or deficiency in the reletting of the demised premises. In the event that Tenant shall fully and faithfully comply with all of the terms, provisions, covenants and conditions of this lease, the security shall be returned to Tenant after the date fixed as the end of the lease or earlier termination thereof and after delivery of entire possession of the demised premises to the Landlord.

IN WITNESS WHEREOF, the parties hereto have executed this Lease effective the 1st day of June, 2015.

LANDLORD: FREEDOM PLAZA, LLC

By:_____

Name:_____

Title:_____

TENANT: SHEVA HEALTH & WELLNESS, LLC

By:_____

Name:_____

Title:_____

STATE OF NEW YORK)
COUNTY OF JEFFERSON) ss.:

On the ____ day of _____ in the year _____ before me, the undersigned, a Notary Public in and for said State, personally appeared BRIAN H. MURRAY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF _____)
COUNTY OF _____) ss.:

On the ____ day of _____ in the year _____ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

SAJE



DESIGN BUILD TRANSFORM



Saje Build LLC

368 New Hempstead Road

Suite #259

New City NY 10956

controller@sajebuild.com

www.sajebuild.com

Security Specs

COMMERCIAL LEASE AGREEMENT

THIS LEASE (this “Lease”) dated June ____, 2015, between VELASTATE CORP. (“Landlord”), a New York corporation having an office at 405 Tarrytown Road, Unit 1014, White Plains, New York 10607, and SHEVA HEALTH & WELLNESS LLC (“Tenant”), a New York limited liability company having an office at 2071 Flatbush Avenue, Suite 240, Brooklyn, New York 11234.

W I T N E S S E T H :

1. DEMISE OF PREMISES, TERM AND RENT.

1.1 Grant. Landlord does hereby lease and demise to Tenant, and Tenant does hereby hire and take from Landlord, subject to any ground leases and/or underlying leases and/or mortgages as hereinafter provided, and upon and subject to the covenants, agreements, terms, provisions and conditions of this Lease for the term and upon the rentals hereinafter stated, the entire property known as 9 Randolph Street, Yonkers, New York 10703, including all land (the “Land”) and improvements located thereon (the “Building”), in each case, as more fully depicted on the site plan attached hereto as Exhibit A (the Land and the Building, collectively, the “Premises”).

1.2 Term.

1.2.1 Term. The term of this Lease (the “Term”) shall commence on June 1, 2015 (the “Commencement Date”) and shall end on May 31, 2020 or such earlier date upon which said term may expire or be terminated pursuant to any of the conditions of limitation or other provisions of this Lease or pursuant to law (the “Expiration Date”).

1.2.2 Renewal of the Term. Tenant shall have the right (the “Renewal Option”) to extend the Term for one (1) successive period of five (5) years (the “Renewal Term”), provided that Tenant shall give Landlord notice of its election to renew the Term (the “Renewal Notice”) on or before the date (the “Renewal Term Notice Date”) that is three (3) months prior to the Expiration Date and further provided that as of the Renewal Term Notice Date Tenant has not received written notice from Landlord of default of any covenants, agreements, terms, provisions and conditions of this Lease and failed to cure such default within the prescribed cure period (or, if such default is not reasonably susceptible of cure within such cure period, such longer period of time as is reasonably required to cure such default as long as Tenant is diligently pursuing such cure), whereupon this Lease shall be deemed renewed for the Renewal Term with the same force and effect as if the Renewal Term had initially been included in the Term, in which event the term “Expiration Date” shall mean and refer to the Expiration Date of the Renewal Term. All of the terms, covenants and conditions of this Lease shall continue in full force and effect during the Renewal Term, except that the fixed rent for a Renewal Term shall be as set forth in Section 1.3 below. All references in this Lease to “Term” shall include the Renewal Term if effective in accordance with the provisions of this Section. Any Renewal Notice shall be of no force and effect if at the time such notice is given Tenant has received written notice from Landlord, and is in default beyond applicable notice and cure periods, of any covenants, agreements, terms, provisions and conditions of this Lease. Time shall be of the

essence with respect to the exercise of the Renewal Option. If Tenant shall fail to effectively exercise the Renewal Option prior to the date such option expires, such option shall terminate and lapse, and any exercise of the Renewal Option thereafter shall be void. Any termination, cancellation or surrender of this Lease shall terminate Tenant's rights of renewal under this paragraph 1.2.2, which rights may not be separately assigned or otherwise separately transferred.

1.3 Fixed Rent. The fixed rent for the Term shall be as set forth below and shall be payable without notice or demand in monthly installments in advance, on the first day of each and every calendar month during the Term (or if such date is not a business day, then the next succeeding business day), to be paid to Landlord at the address first set forth above, or such other place as Landlord may designate in writing, in lawful money of the United States of America.

1.3.1 Fixed Rent During The Initial Term. Fixed rent during the initial Term shall be as follows:

<u>Lease Year</u>	<u>Fixed Rent</u>	<u>Monthly Installment</u>
6/1/15-5/31/16	\$60,000.00	\$5,000.00
6/1/16-5/31/17	\$61,800.00	\$5,150.00
6/1/17-5/31/18	\$63,654.00	\$5,304.50
6/1/18-5/31/19	\$65,563.62	\$5,463.64
6/1/19-5/31/20	\$67,530.53	\$5,627.54

1.3.2 Fixed Rent During The Renewal Term. In the event Tenant duly exercises the Renewal Option, fixed rent during the Renewal Term shall be as follows:

<u>Lease Year</u>	<u>Fixed Rent</u>	<u>Monthly Installment</u>
6/1/20-5/31/21	\$69,556.45	\$5,796.37
6/1/21-5/31/22	\$71,643.14	\$5,970.26
6/1/22-5/31/23	\$73,792.43	\$6,149.37
6/1/23-5/31/24	\$76,006.20	\$6,333.85
6/1/24-5/31/25	\$78,286.39	\$6,523.87

1.4 Rent Concession. Provided Tenant is not in default under any of the terms and conditions of this Lease and notwithstanding anything to the contrary herein, Landlord hereby waives all fixed rent for the first month of the initial Term of this Lease (i.e., June 2015).

1.5 Pro Rated Rent. If, by reason of any of the provisions of this Lease, the Term shall commence or expire on any day other than the first day of a calendar month, the fixed rent for such calendar month shall be pro rated.

1.6 Prompt Payment. Tenant does hereby covenant and agree promptly to pay the fixed rent, additional rent and other charges herein reserved as and when the same shall become due and payable hereunder, without demand therefore, and without any set-off or deduction whatsoever, and to keep and perform, and to permit no violation of, each and every of the

covenants, agreements, terms provisions and conditions herein contained on the part and on behalf of Tenant to be kept and performed.

1.7 Late Payment Fees. If Tenant shall fail to pay any installment of fixed rent or additional rent or other sums or charges hereunder within ten (10) days after the same shall be due, then Tenant shall pay Landlord a late payment fee equal to five percent (5%) of the overdue payment, such late payment fee to be due with the next installment of fixed rent. Late payment fees are addition to all other rights and remedies available to Landlord and shall not be deemed to limit any such rights or remedies. Late payment fees are not imposed as a penalty, but, instead, partially in order to assist in defraying any costs or expenses and lost opportunities to Landlord resulting from Tenant's failure to make timely payment under this Lease. Nothing herein contained shall be deemed an extension of the time period within which such payment is to be made. Landlord's assessment and collection of late payment fees shall not constitute an election of remedies and, in such event, shall be in addition to all other remedies available to Landlord at law and in equity and under this Lease.

1.8 Survival of Terms. Tenant's obligations and responsibilities pursuant to any provision of this Lease, including the payment of any fixed rent or the keeping, observance or performance of any covenant, agreement, term, provision or condition of this Lease on Tenant's part to be kept, observed or performed, shall survive the expiration or termination of the Term of this Lease.

1.9 Failure to Give Possession. Landlord shall not be liable for failure to give possession of the Premises upon the Commencement Date by reason of the fact that the Premises are not ready for occupancy, or due to a prior tenant wrongfully holding over or any other person wrongfully in possession or for any other reason, nor shall the same be construed in any wise to extend the Term of this Lease. In such event, Tenant shall not be obligated to pay any rent (fixed rent or additional rent) until possession of the Premises is delivered to Tenant. The provisions of this paragraph are intended to constitute "an express provision to the contrary" within the meaning of Section 223-a of the New York Real Property Law. If the Premises have not been delivered by the date that is sixty (60) days from the Commencement Date, Tenant shall be permitted to terminate this Lease by written notice to Landlord.

1.10 Return of Premises. Tenant covenants and agrees that at the end of the Term, Tenant shall quit and surrender to Landlord the Premises broom-clean and in good order, condition and repair except for ordinary wear and tear.

1.11 Additional Rent. All payments required to be paid by Tenant to Landlord pursuant to this Lease, other than fixed rent, shall be deemed additional rent. Tenant shall pay additional rent when due hereunder without notice or demand therefor except, in each case, as otherwise expressly provided in this Lease. In the event of Tenant's nonpayment of additional rent, Landlord shall have all rights and remedies provided for in this Lease or at law or in equity as for nonpayment of fixed rent.

2. TAX INCREASES.

2.1 Tenant's Obligation to Pay Tax Increases. In addition to paying the fixed rent specified in paragraph 1.3 above, Tenant shall pay as additional rent all Tax Increases (as defined below).

2.2 Definitions. The following definitions shall apply herein:

2.2.1 "*Taxes*" shall mean the aggregate of the following items: all federal, state, county or local government or municipal taxes, fees, charges or other impositions of every kind (whether general, special, ordinary or extraordinary) that are paid or incurred by Landlord during any Expense Year (without regard to any different fiscal year used by any government or municipal authority) because of or in connection with the ownership, leasing and operation of the Premises, including without limitation real property taxes, general and special assessments, transit taxes, leasehold taxes and taxes based on the receipt of rent (including gross receipts or sales taxes applicable to the receipt of rent), and personal property taxes imposed on the fixtures, machinery, equipment, apparatus, systems and equipment, appurtenances, furniture and other personal property used in connection with the Premises. Notwithstanding the foregoing, excluded from the term "*Taxes*" are all excess profits taxes, franchise taxes, gift taxes, capital stock taxes, inheritance and succession taxes, estate taxes, federal and state income taxes and other taxes applied or measured by Landlord's general or net income (as opposed to rents, receipts or income attributable to operation of the Premises), and any taxes resulting from or in connection with a sale or other transfer of the Premises. Taxes shall not include any penalties and interest, unless the same are incurred by Landlord due to Tenant's failure to timely pay Tax Increases to Landlord hereunder.

2.2.2 "*Base Year*" shall mean the fiscal year commencing June 1, 2015 and ending May 31, 2016.

2.2.3 "*Base Tax*" shall mean the amount of Taxes, as finally determined, payable by Landlord during the Base Year.

2.2.4 "*Expense Year*" shall mean each calendar year in which any portion of the Term falls, through and including the calendar year in which the Term expires.

2.2.5 "*Tax Increases*" shall mean one hundred percent (100 %) of any and all increases of Taxes over the Base Tax.

2.3 Calculation and Payment of Tax Increases. Tax Increases for any Expense Year shall be calculated and paid as follows:

2.3.1 *Payment of Tax Increases as Additional Rent.* Tenant shall pay as additional rent during each Expense Year, an amount equal to the Tax Increases payable during such Expense Year, as reasonably estimated by Landlord from time to time. Such payments shall be made in equal monthly installments, commencing on the first day of the calendar month following the month in which Landlord notifies Tenant of the amount it is to pay hereunder (or if such date is not a business day, then the next succeeding business day) and continuing until the

first day of the calendar month following the month in which Landlord gives Tenant notice of new Statement (as defined below) for each Expense Year.

2.3.2 *Statement of Actual Tax Increases and Payment by Tenant.* Landlord shall endeavor to give to Tenant on or before the first day of April following the end of each Expense Year a statement (“Statement”) stating the Tax Increases actually incurred or accrued for that preceding Expense Year, the amount actually paid by Tenant during said Expense Year, the difference, if any, between those two amounts and the new estimated Tax Increases for the following Expense Year. If the Tax Increases actually incurred for the Expense Year exceed the Tax Increases actually paid by Tenant for said Expense Year, Tenant shall pay, with its next installment of fixed rent due, the full amount of that excess. If the Tax Increases actually paid by Tenant for the Expense Year exceed the Tax Increases actually incurred during said Expense Year, Landlord shall credit Tenant’s next payment of fixed or additional rent. If that Statement is provided to Tenant after the end of the Term, Landlord shall include with the Statement a refund of the amount by which Tenant’s payments exceed the actual Tax Increases due for that year.

2.4 Tenant’s Audit Rights. If any dispute arises as to the amount of any Tax Increases due hereunder, Tenant shall have the right after reasonable notice and at reasonable times to inspect Landlord’s accounting records at Landlord’s accounting office and, if after such inspection Tenant still disputes the amount of Tax Increases owed, a certification as to the proper amount shall be made by Landlord’s certified public accountant, which certification shall be final and conclusive. Tenant shall pay the cost of such certification.

2.5 No Obligation to Contest Assessments. Landlord shall not be obligated to contest the assessment or levy of any Taxes, and it shall be at Landlord’s sole discretion whether any such contest shall be undertaken. Landlord hereby reserves the exclusive right to take and prosecute all such proceedings and, if so taken, Landlord may proceed without notice to Tenant and may prosecute the proceeding, including settlement and discontinuance, in such manner as Landlord may determine in its sole discretion. If the amount of Taxes payable for any Expense Year is subsequently reduced by final determination of legal proceedings, settlement or otherwise, the Tax Increases shall be recomputed on the basis of such reduction, and Landlord shall pay to Tenant, within thirty (30) days of such final determination, any overage paid by Tenant between the amount of the Tax Increase previously computed and paid and the amount due as a result of the recomputation.

3. CONDITION OF PREMISES.

3.1 Condition of Premises. Tenant has examined and inspected the Premises, the Building and the Land. Tenant agrees to accept possession of the Premises “AS IS”, except as otherwise expressly provided herein. Landlord shall not be responsible for making any improvements, alterations or repairs therein or for spending any monies to prepare the Premises for Tenant’s occupancy, except as otherwise expressly provided herein. The taking of possession of the Premises by Tenant shall be conclusive evidence that the Premises, the Building and the Land were in good and satisfactory condition at the time such possession was so taken, except as to latent defects. Landlord shall deliver the Premises to Tenant vacant and

broom-clean, with all water, sewer, air conditioning, plumbing, electrical and heating systems in working order.

3.2 No Representations by Landlord. Except as expressly set forth in this Lease, neither Landlord nor Landlord's agents make or have made any representations or promises to Tenant with respect to the physical condition of the Premises, the Building, or the Land, or with respect to any other matter or thing affecting or related to the Premises, Building, or Land, except as otherwise expressly provided herein.

4. USE OF PREMISES; CONDUCT OF BUSINESS.

4.1 Permitted Use of the Premises. Tenant may use and occupy the Premises as a medical marijuana dispensary, provided such use complies with all applicable federal, state, county and local governmental laws, ordinances, rules and regulations, and provided Tenant obtains all requisite Certificates of Occupancy and/or site plan approvals for the Premises, Building and/or Land. Tenant shall not use the Premises for any other use without Landlord's prior written consent.

4.2 Conduct of Business.

4.2.1. Tenant shall not use or permit the use of the Premises or any part thereof in any way which would violate any of the covenants, agreements, terms, provisions and conditions of this Lease or for any unlawful purposes or in any unlawful manner.

4.2.2 Tenant covenants and agrees that at all times during the Term, the business to be conducted at, through and from the Premises will be reputable in every respect and the sales methods employed in said business, as well as all other elements of merchandising, display and advertising, will substantially conform with the highest standards of practice in Tenant's industry. Tenant shall not suffer or permit the Premises or any part thereof to be used in any manner or anything to be done therein or suffer or permit anything to be brought into or kept in the Premises which, in the reasonable judgment of Landlord, shall in any way unreasonably impair the character, reputation, or physical appearance of the Building, or unreasonably impair or interfere with any of the Building services or the proper and economic heating, cleaning, air conditioning or other servicing of the Building or the Premises.

4.2.3 Tenant shall at all times keep all windows and signs on or about the Premises in a neat and clean condition.

4.2.4 Tenant shall not place a load upon any floor of the Premises exceeding the floor load per square foot which such floor was designated to carry and which is allowed by law. Landlord reserves the right to prescribe the weight and position of all safes which must be placed by Tenant, at Tenant's expense, so as to distribute the weight. Business machines and mechanical equipment shall be placed and maintained by Tenant, at Tenant's expense, in settings sufficient in Landlord's reasonable judgment, to absorb and prevent unreasonable vibration, noise and annoyance.

4.2.5 Tenant agrees that the value of the Premises and the reputation of Landlord will be seriously injured if the Premises are used for any obscene or pornographic purposes or any form of commercial sex establishment. Tenant agrees that Tenant will not bring or permit any obscene or pornographic material in, to or on the Premises, and shall not permit or conduct any obscene, nude, or semi-nude live performances in or on the Premises, nor permit use of the Premises for nude modeling, rap sessions, or as a so-called rubber goods shops, or as a sex club of any sort, or as a “massage parlor”. Tenant agrees further that Tenant will not permit any of these uses by any subtenant of the Premises or any assignee of this Lease. Tenant agrees that if, at any time, Tenant violates any of the provisions of this Section 4.2.5, such violation shall be deemed a breach of a substantial obligation of the terms of this Lease and objectionable conduct. Pornographic material is defined for purposes of this Article as any written or pictorial matter with prurient appeal or any objects of instrument that are primarily concerned with lewd or prurient sexual activity. Obscene material is defined herein as it is in Penal law 235.00.

4.2.6 Nothing contained in this Article 4 or elsewhere in this Lease shall be construed to permit any use of the Premises that is not within the permitted uses of the Premises as specifically set forth in this Lease.

4.2.7 The violation by Tenant of any of the covenants, agreements, terms, provisions and conditions contained in this Article shall be deemed a material and substantial default by Tenant under the terms of this Lease. Mention in this Article of any particular remedy shall not preclude Landlord from any other remedy in law or in equity. Any demand or demands by Landlord pursuant to the provisions of this Article and compliance therewith by Tenant shall not impair this Lease or affect Tenant’s liability hereunder, nor shall Tenant be entitled to any compensation or diminution or abatement of rent by reason thereof.

4.2.8 Tenant agrees to moderate the use of any radio, loudspeaker, phonograph or other instrument in the Premises, and Tenant shall not permit any unreasonable noise, fumes or odors to be emitted from the Premises.

4.2.9 No auction, fire or bankruptcy sale shall be conducted in the Premises without Landlord’s prior written consent.

4.3 Licenses, Permits, Etc.

4.3.1 If any governmental licenses, certificates, permits and/or approvals shall be required for the proper and lawful conduct of Tenant’s business or other activity carried on it the Premises, Tenant, at Tenant’s expense, shall duly procure and thereafter maintain such licenses, certificates, permits and/or approvals and submit the same to inspection by Landlord. Tenant, at Tenant’s expense, shall, at all times, comply with the terms and conditions of each license, certificate, permit and approval. Tenant indemnifies and holds Landlord harmless from and against all damages, losses, costs and expenses in connection with any failure to obtain such licenses, certificates, permits and approvals. No failure of Tenant to obtain or to maintain such licenses, certificates, permits and approvals, or extensions or renewals thereof, shall release Tenant from the performance and observance of Tenant’s obligations under this Lease.

4.3.2 In the event application by Tenant for any such governmental license, certificate, permit and/or approval is denied or such license, certificate, permit or approval is revoked or suspended (including, without limitation, for Tenant as a Registered Organization under the State of New York Medical Marijuana Program and of the Premises for the operation of a dispensary of medical marijuana), Tenant may cancel this Lease on notice to Landlord, provided (a) such notice is given at least three (3) months prior to the cancellation date set forth in the notice, (b) such notice includes a copy of the denial, revocation or suspension letter issued by the governmental agency to whom the application was made or such other evidence reasonably satisfactory to Landlord and (c) as of the cancellation date set forth in the notice, Tenant is not in default of any covenants, agreements, terms, provisions and conditions of this Lease, in any material respect, whereupon the cancellation date set forth in the notice shall be deemed the Expiration Date of this Lease.

4.4 Compliance with Rules and Regulations. Tenant covenants and agrees to faithfully observe and comply with the rules and regulations annexed hereto, if any, and such additional rules and regulations as Landlord hereafter at any time or from time to time may make and may communicate in a prior writing to Tenant, which, in the reasonable judgment of Landlord, shall be necessary or desirable for the reputation, safety, care or appearance of the Premises, the Building and/or the Land, or the preservation of good order therein, or the operation or maintenance of the Building, or the equipment thereof or the comfort of tenants or others in the Building; provided, however, that in the case of any conflict between the provisions of this Lease and any such rules or regulations, the provisions of this Lease shall control. and provided further that nothing contained in this Lease shall be construed to impose upon Landlord any duty or obligation to enforce the rules and regulations or the terms, covenants or conditions in any other lease as against any other tenant and, provided further, that Landlord shall not be liable to Tenant for violation of the same by any other tenant, its servants, employees, agents, visitors, invitees, subtenants or licensees.

4.5 No Appearance of Interest by Landlord. Tenant covenants that at no time shall Tenant conduct its business in the Premises in any manner which would or is likely to express, imply or cause to be expressed or implied that Landlord maintains any interest in or control over Tenant and/or the operation of the business conducted by Tenant in the Premises.

5. FIXTURES.

5.1 Property of Landlord. All fixtures, equipment, alterations, decorations, improvements, installations, repairs, additions, substitutions, replacements of work and appurtenances attached to, or built into, the Premises at the commencement of or during the Term hereof, whether or not furnished and installed at the sole expense of Tenant or by Tenant, shall be and remain part of the Premises and be deemed the property of Landlord free and clear and none of such property shall be assigned as collateral security, mortgage or encumbered in any manner by Tenant and shall not be removed by Tenant, except as otherwise expressly provided in this Lease.

5.2 Fixtures; Defined. Fixtures shall include, but not limited to, all electric, plumbing, heating, sprinkler, dumbwaiter, elevator, pneumatic tube, telephone, telegraph, communication,

radio and television systems, fixtures and outlets, venetian blinds, partitions, railings, gates, doors, vaults, stairs, paneling (including, but not limited to, display cases and cupboards recessed in paneling), molding, shelving, radiator enclosures, cork rubber, linoleum and composition floors, and ventilating, silencing, air conditioning and cooling equipment shall be deemed to be included in such fixtures, equipment, improvements, installations and appurtenances, whether or not attached to or built into the Premises.

5.3 Property of Tenant. All movable partitions, business and trade fixtures, machinery and equipment, whether or not attached to or built into the Premises, which are installed in the Premises by Tenant at any time during the Term of this Lease without expense to Landlord and which can be removed without structural damage to the Premises or the Building, and all furniture, furnishings, decorations, lighting fixtures, supplies and all other articles of movable personal property located in the Premises at any time during the Term of this Lease (collectively, "Tenant's Property") shall be and shall remain the property of Tenant and may be removed by Tenant at any time during the Term of this Lease, provided that if any Tenant's Property is installed or removed, Tenant shall repair or pay the cost of repairing any damage to the Premises or to the Building resulting from the installation and/or removal thereof.

5.4 Removal of Tenant's Property. On or before the Expiration Date or the date of any earlier termination of this Lease, Tenant, at its expense, shall remove from the Premises all Tenant's Property and repair any damage to the Premises and the Building resulting from any installation and/or removal of Tenant's Property.

5.5 Landlord May Remove. If any Tenant's Property is not removed by Tenant within the time specified above, Landlord (in addition to all other rights and remedies to which Landlord may be entitled at any time) may consider items that remain on the Premises after the expiration or earlier termination of the Term hereof to have been abandoned by Tenant to Landlord. As such, Landlord may either: (i) retain such items as Landlord's property or dispose of them without accountability in such manner as Landlord shall determine, at Tenant's sole expense; or (ii) remove and store such items for Tenant, at Tenant's sole expense.

6. OBLIGATION TO REPAIR; COMPLIANCE WITH LAWS.

6.1 Repairs and Maintenance.

6.1.1 Except as otherwise expressly provided herein, Landlord shall, at Landlord's sole expense, make all repairs, restoration, replacements in and perform periodic maintenance of all structural components of the Building, both exterior and interior, including the roof, foundation and load-bearing walls, as and when the same are necessary in order to keep and maintain such components in good order, condition and repair, reasonable wear and tear excepted.

6.1.2. Notwithstanding anything in this Lease to the contrary:

(a) Tenant shall, at Tenant's sole expense, take good care of the Premises and make all repairs, restoration, replacements in and perform periodic maintenance of all fixtures, systems, appurtenances and other non-structural components thereof, as and when the same are necessary in order to keep and maintain such fixtures, systems, appurtenances and other non-structural components in good order, condition and repair, reasonable wear and tear excepted.

(b) If Landlord allows Tenant to erect or install on the outside of the Building any sign or signs, or any hoists, lifts or sidewalk elevators, Tenant shall, at Tenant's sole expense, maintain the same in good appearance and shall cause the same to be operated in good and workmanlike manner and shall make all repairs thereto necessary to keep same in good order and condition, even if such repairs are deemed structural.

(c) Tenant shall, at Tenant's sole expense, make all repairs, restoration, replacements in and perform periodic maintenance of all parking areas, sidewalks and walkways on the Premises, and shall keep the same free from all dirt, trash, debris, oil, snow, ice and/or other substances which are slippery and/or which may cause access to the Premises to be obstructed and/or which may cause persons to step on and/or navigate possible tripping hazards, slipping hazards and/or similar hazards.

(d) Tenant shall, at Tenant's sole expense, be responsible for the removal of trash from the inside and outside of the Premises, including without limitation the removal of trash from the sidewalk by a commercial trash carter.

6.2 Compliance with Laws. Tenant shall, at Tenant's expense, comply with all laws and ordinances, and all rules, orders and regulations, as such relate to Tenant's use of the Premises, of all federal, state, county and municipal governmental authorities having or claiming jurisdiction over the Premises or appurtenances or any part thereof, and all of their respective departments, bureaus and officials and of the insurance underwriting board of insurance underwriting board or insurance inspection bureau having or claiming such jurisdiction, or any other body exercising similar functions (including without limitation all Environmental Laws and the Americans with Disabilities Act and the Accessibility Guidelines for Buildings and Facilities issued pursuant thereto), and of all insurance companies writing policies covering the Premises or any part thereof, at any time duly issued or in force, applicable to the Premises or any part thereof or to Tenant's use thereof, except that Tenant shall not hereby be under any obligation to comply with any law, ordinance, rule, order or regulation requiring any structural alteration of or in connection with the Premises, unless such alteration is required by reason of a condition which has been created solely by, or at the instance of, Tenant, or is exclusively attributable, directly or indirectly, to the use or manner of use to which Tenant puts the Premises, or is required by reason of a breach of any of Tenant's covenants and agreements hereunder. Where any structural alteration of or in connection with the Premises is required by any such law, ordinance, rule, order or regulation, and, by reason of the express exception hereinabove contained, Tenant is not under any obligation to make such alteration, then Landlord shall have the option of either making such alteration and paying the cost thereof, or of terminating this Lease and the term and estate hereby granted by giving to Tenant not less than 30 days' prior written notice of such termination; provided, however, that if within 15 days after the giving by

Landlord of its notice of termination as aforesaid, Tenant shall give written notice to Landlord stating that Tenant elects to make such alteration at the expense of Tenant, then such notice of termination shall be ineffective provided that Tenant, at Tenant's expense, shall, concurrently with the giving of such notice to Landlord, execute and deliver to Landlord Tenant's written undertaking, with a surety and in form and substance reasonably satisfactory to Landlord, obligating Tenant to promptly and duly make such alteration in a manner reasonably satisfactory to Landlord and to save Landlord harmless from any and all costs, expenses, penalties and/or liabilities (including, but not limited to, accountants' and attorneys' fees) in connection therewith or by reason thereof; and Tenant covenants and agrees that, after so electing to make any such alteration, Tenant will, at Tenant's expense, and in compliance with all the covenants, agreements, terms, provisions and conditions of this Lease, including, but not limited to, Article 11 hereof, make such alteration and Tenant, at Tenant's expense, will promptly and duly perform all covenants, conditions and provisions of such undertaking and that all such covenants, conditions, and provisions of such undertaking shall be deemed to constitute covenants, condition and provisions of this Lease to be kept or performed on the part of Tenant with the same force and effect as if the same had been set forth herein.

7. UTILITIES.

7.1 Utilities.

7.1.1 Tenant shall maintain its own accounts and shall pay all charges when due for all public and private utilities to the Premises (including without limitation electricity, heat, water, sewer), shall comply with all contracts relating to such services, and shall do all other things required for the maintenance and continuance of all such services. Tenant shall pay timely and fully all charges levied by any utility company servicing the Premises in connection therewith, and hereby indemnifies and agrees to hold Landlord harmless from and against any and all claims, costs and expenses in connection therewith. Tenant's failure or inability to obtain any utility service shall not relieve Tenant from its obligations under this Lease and shall not constitute a basis for a set-off or abatement against monies due Landlord under this Lease.

7.1.2 Tenant covenants and agrees that at all times its use of electrical energy shall not exceed the capacity of existing feeders to the Building or the risers or wiring installations and Tenant may not use any electrical equipment which, in Landlord's reasonable opinion, will overload any such installations or will have a material adverse effect on electrical energy service to the Building.

7.1.3 Landlord shall in no way be liable for any failure of or defect in the character, quality, quantity, or supply of utilities furnished to the Premises except for actual damage suffered by Tenant by reason of any such defect or failure resulting from the gross negligence of Landlord.

7.1.4 Landlord shall in no way be liable to Tenant for any loss or damage or expense which Tenant may sustain or incur if either the quantity or character of the utilities is changed or interrupted or is no longer available or sustainable for Tenant's requirements. Any additional riser or risers or other related equipment necessary to supply Tenant's electrical

requirements, upon written request of Tenant, will be installed by Landlord, at the sole expense of Tenant if, in Landlord's sole but reasonable judgment, the same are necessary and will not cause permanent damage or injury to the Premises or create a dangerous or hazardous condition or entail excessive or unreasonable alternations, repairs or expense or interfere with or disturb other tenants or occupants of the Premises.

7.1.5 Tenant agrees that it will not make any alteration or addition to the utilities equipment and/or appliances in the Premises without prior written consent of Landlord in each instance, which consent shall not be unreasonably withheld or delayed.

7.2 Meters. All meters necessary for the measurement of Tenant's consumption of utilities in the Premises shall be installed, if required, and maintained by Tenant in good working order and repair, at Tenant's sole expense.

7.3 Heating; Air Conditioning. Tenant, at Tenant's sole expense, may install air conditioning in the Premises, provided any equipment, devices or materials which Tenant may seek to install in the Premises to obtain heat, air conditioning or ventilation services shall be subject to all applicable provisions of this Lease. Landlord shall not be liable to Tenant for any loss or damage or expense which Tenant may sustain or incur if either the quantity or character of such services is changed or is not available or suitable for Tenant's requirements unless such defect in the quality or character of such service is due to the Landlord's gross negligence.

7.4 Stoppage and Interruption of Services. Landlord reserves the right, without liability to Tenant and without constituting any claim of actual or constructive eviction, to stop or interrupt any heating, elevator, escalator, lighting, ventilating, air conditioning, gas, steam, power, electricity, water, cleaning or other similar or dissimilar service and to stop or interrupt the use of any Building facilities at such times as may be necessary and for as long as may be reasonably be required by reasons of accidents, strikes, or the making of repairs, alterations or improvements, or inability to secure a proper supply of fuel, gas, steam, water, electricity, labor or supplies, or by the reason of any other similar or dissimilar cause beyond the reasonable control of Landlord. However, such stoppage or interruption shall not affect nor reduce Tenant's obligations under this Lease.

7.5 No Other Services or Utilities. Except as expressly provided in this Lease, Landlord shall not be required to provide any services or utilities to Tenant or the Premises.

8. TENANT'S COVENANTS.

8.1 Claims Against Landlord. Tenant covenants and agrees that Tenant will make no claims against Landlord or any lessor under any ground or underlying lease for any injury or damage to Tenant or to any other person or for any damage to, or loss (by theft or otherwise) of, or loss of use of, any property of Tenant or of any other person irrespective of the cause of such injury, damage or loss, unless caused by the gross negligence of Landlord, its agents or its employees, it being understood and agreed that no property other than such as might normally be brought upon or kept in the Premises for the use and purposes herein specified will be brought upon or kept in the Premises.

8.2 Indemnification. Tenant covenants and agrees that Tenant will indemnify, and save harmless, Landlord and any mortgagee and any lessor any under ground or underlying lease, and their respective officers, directors, contractors, agents and employees, from and against any and all liability (statutory or otherwise), claims, suits, demands, damages, judgments, costs, interest and expenses (including, but not limited to, reasonable counsel fees and disbursements incurred in the defense of any action or proceeding), to which they may be subject or which they may suffer by reason of, or by reason of any claim for, any injury to, or death of, any person or persons or damage to property (including any loss of use thereof) or otherwise arising from or in connection with the use of or from any work, installation or thing whatsoever done (other than by Landlord or its contractors or the agents or employees of either) in the Premises, Building and/or Land during the Term of this Lease or arising from any condition of the Premises, Building and/or Land due to or resulting from any default by Tenant in the performance of Tenant's obligations under this Lease or from any act, omission or gross negligence of Tenant or any of Tenant's officers, directors, agents, contractors, servants, employees, subtenants, licensees or invitees.

9. ASSIGNMENT, MORTGAGING, SUBLETTING, ETC.

9.1 No Assignment, Mortgaging, Subletting, Etc. Tenant covenants and agrees, for Tenant and its successors, assigns and legal representatives, that neither this Lease nor the term and estate hereby granted, nor any part hereof or thereof, will be assigned, mortgaged, pledged, encumbered or otherwise transferred (whether voluntarily, involuntarily, by operation of law, or otherwise), and that neither the Premises, nor any part thereof, will be encumbered in any manner by reason of any act or omission on the part of Tenant, or will be used or occupied, or permitted to be used or occupied, or utilized for desk space or for mailing privileges or as a concession, by anyone other than Tenant, or for any purpose other than as hereinbefore set forth, or will be sublet, without the prior written consent of Landlord in every case, and any attempt thereat shall be void and of no force or effect. Landlord's consent to a requested assignment or subletting shall not be unreasonably withheld, conditioned or delayed. For the purposes of this Lease, (i) the transfer or transfers or sale or sales (in either one or a series of transactions) of fifty (50%) percent or more of the capital stock of Tenant, if Tenant is a corporation or fifty (50%) percent or more of the ownership or membership interests of Tenant, if Tenant is a limited liability company, partnership, or other entity (unless the transferee is controlled by the same person or persons controlling Tenant as of the date hereof), or (ii) a merger or consolidation of Tenant into or with an other corporation or business entity (unless such entity is controlled by the same person or persons controlling Tenant as of the date hereof) shall, in each instance referred to in the preceding clauses (i) and (ii), be deemed to be an assignment of this Lease requiring the prior written consent of Landlord as herein set forth. Notwithstanding the foregoing, in no event shall an assignment or sublease of this Lease to any affiliate of Tenant (i.e. an entity controlled by, or under common control with, the same person or persons controlling Tenant) require the consent of Landlord hereunder, so long as such transferee provides evidence reasonably satisfactory to Landlord of all required licenses, certificates, permits and approvals necessary to occupy and use the Premises for its permitted use hereunder.

9.2 Tenant Not Released. If this Lease be assigned or if the Premises or any part thereof be sublet or occupied by anybody other than Tenant, Landlord may, after default by

Tenant, collect rent from the assignee, subtenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, subletting, occupancy or collection shall be deemed a waiver or any of Tenant's covenants contained in this Article 9 or elsewhere in this Lease or the acceptance of the assignee, subtenant or occupant as Tenant, or a release of Tenant as sub-lessor or assignor from the further performance by Tenant of the covenants, agreements, terms, provisions and conditions of this Lease on the part of the tenant hereunder to be kept, performed or observed. Tenant's liability under this Lease, in the event of an assignment (unless permitted hereunder or consented to by Landlord), shall not at any time be released, relieved or discharged by reason of Landlord's consent to such assignment, nor shall Tenant at any time be released, relieved or discharged of any such obligations of the parties to this Lease or by any stipulation extending any time for performance hereunder or Landlord's waiver of performance of any obligation hereunder or Landlord's failure to enforce any obligation set forth in this Lease. If this Lease be assigned or otherwise transferred, the assignee or transferee, as the case may be, shall have all rights, and shall be entitled, to exercise any and all options contained in this Lease which may be exercised by Tenant. If all or a portion of the Premises be sublet, the subtenant, shall have no right, and shall not be entitled, to exercise any option contained in this Lease which may be exercised by Tenant.

9.3 Profit Payments to Landlord. Without affecting any of its other obligations under this Lease, Tenant will pay to Landlord, as additional rent, any and all sums or other economic consideration, which (i) are due and payable to Tenant as a result of any permitted assignment or subletting whether or not referred to as rentals under the assignment or sublease; and (ii) exceed in total the sums which Tenant is obligated to pay Landlord under this Lease (the "Profit Payments") (prorated to reflect obligations allocable to that portion of the Premises subject to such assignment or sublease), it being the express intention of the parties that Landlord shall be entitled to the entirety of any profit by reason of such sublease or assignment. The failure or inability of the assignee or subtenant to pay rent pursuant to the assignment or sublease will not relieve Tenant from its obligations to make the Profit Payments to Landlord under this paragraph. Tenant will not amend the assignment or sublease in such a way as to reduce or delay payment of amounts which are provided in the assignment or sublease approved by Landlord.

9.4 Name Listing. The listing of any name other than that of Tenant, whether on the doors of the Premises, on the Building directory, or otherwise, shall not operate to vest any right or interest in this Lease or in the Premises or to be deemed to be the written consent of Landlord mentioned in this Article 9, it being expressly understood that any such listing is a privilege extended by Landlord revocable at will by written notice to Tenant.

10. ATTORNNMENT; ESTOPPEL

10.1 Notice to Superior Interest Holders. Tenant agrees that no act, or failure to act on the part of Landlord would entitle Tenant under the terms of this Lease or by law to be relieved of Tenant's obligations hereunder or to terminate this Lease or shall result in a release or termination of such obligations or of this Lease unless (i) Tenant shall have first given written notice of Landlord's act or failure to act to any ground lessors or mortgagees of the Premises, Building or Land (the "Superior Interest Holders"), specifying the act or failure to act on the part of the Landlord which could or would given basis to Tenant's rights (but only to the extent

Tenant has been provided, prior to the time of such act or failure to act, with the notice address of such ground lessor or mortgagee and a copy of such ground lease or mortgage) and (ii) the Superior Interest Holders (if any), after receipt of such notice, have failed or refused to correct or cure the condition complained of within the time period granted to the Landlord hereunder or within five (5) business days, whichever is later, but nothing herein contained shall be deemed to impose any obligation on any Superior Interest Holders to correct or cure any such condition.

10.2 Estoppel Certificate. Tenant covenants and agrees that Tenant will at any time and from time to time upon not less than ten (10) business days' prior notice by Landlord to Tenant, execute, acknowledge and deliver to Landlord, or to any mortgagee or ground lessor or prospective purchaser, mortgagee or ground lessor which Landlord shall designate, a statement of Tenant (or if Tenant is a corporation, an appropriate officer of Tenant) in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect and as modified and stating the modifications), and the dates to which the fixed rent, additional rent, and other charges have been paid in advance, if any, and stating whether or not, to Tenant's knowledge, Landlord is in default in performance of any covenant, agreement, term, provision or condition contained in this Lease and, if so, specifying each such default, and such other information concerning this Lease as Landlord may reasonably request, it being intended that any such statement delivered pursuant hereto may be relied upon by Landlord, any lessor under any ground or underlying lease, or any lessee or mortgagee, or any prospective purchaser, lessee, mortgagee, or assignee of any mortgage, of the Premises, Building and/or the Land or of Landlord's interest therein. Landlord shall likewise be obligated, within ten (10) business days' prior notice by Tenant to Landlord, to provide a similar estoppel certificate to Tenant or to any person or governmental entity which Tenant shall designate.

10.3 Lease Amendments. At the request of any Superior Interest Holder and Landlord (and at Landlord's sole cost and expense), Tenant agrees to make any modifications or amendments to this Lease, provided that such modifications or amendments do not increase the fixed rent or additional rent or any other sums payable by Tenant or impose any additional material obligations on Tenant or otherwise reduce or adversely affect Tenant's rights hereunder.

11. CHANGES OR ALTERATIONS.

11.1 Changes and Alterations made by Tenant.

11.1.1 Tenant shall make no structural or non-structural alterations, decorations, installations, repairs, additions, improvements or replacements including, but not limited to, demising walls, in, to or about the Premises without Landlord's prior written consent, and then only by contractors or mechanics approved by Landlord which approval of contractors and mechanics Landlord agrees will not be unreasonably withheld, conditioned or delayed, except for painting, carpeting, furniture, installing fixtures, cosmetic alterations, decorations, installations, repairs, additions, improvements or replacements, which shall be permitted without any requirement of Landlord consent.

11.1.2 All such alterations, decorations, installations, repairs, additions, improvements or replacements shall be done at Tenant's sole expense.

11.1.3 Prior to the commencement of any such alterations, decorations, installations, repairs, additions, improvements or replacements requiring Landlord's approval hereunder, Tenant shall submit to Landlord, for Landlord's written approval (not to be unreasonably withheld, conditioned or delayed), plans and specifications (to be prepared by and at the expense of Tenant) of such proposed alterations, decorations, installations, repairs, additions, improvements or replacements, in detail, reasonably satisfactory to Landlord. Landlord's review and/or approval of such plans and specifications or amendments or additions thereto shall not constitute a determination or acknowledgement by Landlord that such plans and specifications comply with applicable laws, rules, orders and regulations of governmental authorities. Tenant shall pay Landlord, as additional rent, all reasonable expenses incurred by Landlord in connection with Landlord's review of such plans and specifications, including without limitation architects', engineers' and attorneys' fees.

11.1.4 In no event shall any material or equipment be incorporated in or to the Premises in connection with any such alteration, decoration, installation, repair, addition, improvement or replacement which is subject to any lien, security agreement, charge, mortgage or other encumbrance of any kind whatsoever or is subject to any conditional sale or other similar or dissimilar title retention agreement (other than any lien granted in connection with any equipment financing in the ordinary course). Any mechanic's lien filed against the Premises or the Building or the Land for work claimed to have been done for, or materials claimed to have been furnished to, Tenant shall be discharged by Tenant within thirty (30) days of Landlord's notice to Tenant, at Tenant's expense, by payment or filing the bond required by law. Tenant shall pay Landlord, upon demand as additional rent, all expenses, including without limitation attorneys' fees, incurred by Landlord in connection with any such mechanic's liens.

11.1.5 All alterations, decorations, installations, repairs, additions, improvements, replacements or work done by Tenant shall at all times comply with (i) laws, rules, orders, and regulations of governmental authorities having jurisdiction thereof, including without limitation, the Americans With Disabilities Act and all regulations issued thereunder and the Accessibility Guidelines for Buildings and Facilities issued pursuant thereto, (ii) rules and regulations of Landlord adopted in accordance with the terms hereof, and (iii) plans and specifications prepared by and at the expense of Tenant (if any) theretofore submitted to Landlord for Landlord's prior written approval and which Landlord approved. Tenant shall, prior to commencement of all alterations, decorations, installations, repairs, additions, improvements, replacements or work done by Tenant, at Tenant's sole cost and expense, obtain and, to the extent requested by Landlord, exhibit to Landlord any and all governmental permits and/or licenses and/or approvals required in connection with such alterations, decorations, installations, repairs, additions, improvements, replacements or work done by Tenant and shall maintain such permits and/or licenses in force and effect through the completion of such.

11.1.6 If Landlord provides hoist and/or elevator service to Tenant's contractors, such service shall be provided on the same terms and conditions as the same is provided to Landlord's contractors.

11.1.7 Prior to commencement of any alterations, decorations, installations, repairs, additions, improvements, replacements or work done by Tenant which require

Landlord's consent hereunder, Tenant shall furnish to Landlord certificates and/or other binding documentation reasonably satisfactory to Landlord evidencing existence of: (i) workmen's compensation insurance (to the extent required by law) covering all persons employed for such work with respect to whom death and bodily injury claims could be asserted against Landlord, Tenant or the Premises; and (ii) general liability insurance naming Tenant as an insured and naming Landlord and its designees as additional insureds, with limits of not less than \$2,000,000.00 combined single limit for personal injury in any one occurrence, and with limits of not less than \$1,000,000.00 for property damage. Tenant, at its sole cost, shall cause all such insurance to be maintained at all times when the work to be performed for or by Tenant is in progress. All such insurance shall be obtained from a company authorized to do business in New York and shall provide that it cannot be canceled without thirty (30) days prior written notice to Landlord. Tenant shall deliver to Landlord, upon request, copies of all policies or certificates issued by insurer evidencing the payment of premiums.

11.1.8 All work to be performed by Tenant shall be done in a manner which will not unreasonably interfere with or disturb other tenants and occupants of the Building.

11.1.9 Tenant shall reimburse Landlord, as additional rent, for any costs incurred by Landlord as a result of Tenant's failure to comply (beyond all applicable notice and cure periods) with Tenant's obligations hereunder relating to alterations, decorations, installations, repairs, additions, improvements, replacements or work done by Tenant.

11.2 Changes and Alterations made by Landlord. Landlord reserves the right to make such changes, alterations, additions, improvements, repairs or replacements in or to the Building (including without limitation the Premises) and the fixtures and equipment thereof, as well as in the street entrances, halls, passages, tunnels, elevators, escalators, stairways and other parts thereof, and to erect, maintain and use pipes, ducts and conduits in and through the Premises all as Landlord may deem necessary, appropriate or desirable; provided, however, that there be no unreasonable obstruction of the means of access to the Premises or unreasonable interference with the use of, or the conduct of Tenant's business in, the Premises and no decrease in the square footage of the Premises. Nothing contained in this Article 11 shall be deemed to relieve Tenant of any duty, obligation or liability of Tenant with respect to making any repair, replacement or improvement required to be made by Tenant hereunder or complying with any law, order or requirement or any governmental or other authority. Landlord reserves the right, upon sixty (60) days prior notice to Tenant, to name the Building and to change the name or address of the Building at any time and from time to time.

12. DAMAGE TO PREMISES

12.1 Rent Abatement Due to Damage. If any part of the Premises shall be damaged by fire or other casualty, Tenant shall give prompt written notice thereof to Landlord and Landlord shall proceed with reasonable diligence subsequent to the collection by Landlord of insurance proceeds, and in a manner consistent with the provisions of any underlying lease and any underlying mortgage, to repair such damage, and if any part of the Premises shall be rendered untenable by reason of such damage, the fixed and additional rent payable hereunder, to the extent that such fixed and additional rent relates to such part of the Premises and such abatement

is in excess of the rate of any other existing abatement of fixed rent relating thereto under any other covenant, agreement, term, provision or condition of this Lease, shall be abated for the period from the date of such damage to the date when such part of the Premises shall have been made tenantable or to such earlier date upon which the full term of this Lease with respect to such part of the Premises shall expire or terminate, unless such fire or other casualty shall have resulted from the negligence of Tenant or the employees, licensees or invitees of Tenant. Landlord shall not be liable for any inconvenience or annoyance to Tenant or injury to the business of Tenant resulting in any way from such damage or the repair thereof unless such fire or other casualty shall have resulted from the negligence of Landlord or the employees, licensees or invitees of Landlord. Tenant understands that Landlord will not carry insurance of any kind on Tenant's property, to wit, Tenant's goods, furniture or furnishings or any fixtures, equipment, improvements, installations or appurtenances removable by Tenant as provided in this Lease, and that the Landlord shall not be obligated to repair any damage thereto or replace the same.

12.2 Landlord's Option to Terminate. If substantial alteration or reconstruction of the Building shall, in the reasonable opinion of Landlord, be required as a result of damage by fire or other casualty (whether or not the Premises shall have been damaged by such fire or other casualty), then this Lease and the term and estate hereby granted may be terminated, at Landlord's option, by Landlord giving to Tenant within ninety (90) days after the date of such damage written notice specifying a date, not less than thirty (30) days after the giving of such notice, for such termination. In the event of the giving of such notice of termination, this Lease and the Term and estate hereby granted shall expire as of the date specified therefor in such notice with the same effect as if such date were the date hereinbefore specified for the expiration of the full term of this Lease, and the fixed rent and additional rent payable hereunder shall be apportioned as of such date of termination, subject to abatement, if any, as and to the extent above provided. In the event Landlord shall not give such notice of termination, Tenant's obligation to pay all rent and additional rent due shall be in abeyance until such time when the Building has been restored to same condition which existed immediately prior to such fire or other casualty.

12.3 Tenant's Option to Terminate. Notwithstanding anything to the contrary contained herein, if at the time of the damage or destruction more than fifty percent (50%) of the Premises or the means of access to the Premises shall be prospectively untenable for six (6) months or more, Tenant shall have the right, within ninety (90) days after date of damage, to elect to cancel the Lease by giving written notice to Landlord, which notice shall specify the date of cancellation not earlier than thirty (30) days following the giving of such notice. Such cancellation shall release or relieve Tenant and Landlord of any liability or obligation which accrued or was incurred or outstanding or unsatisfied as of the date of such cancellation.

12.4 Removal of Tenant's Property. In the event that the Premises or a portion thereof are damaged by fire or other casualty and Landlord has elected not to terminate this Lease, Tenant shall cooperate with Landlord in the restoration of the Premises and shall remove from the Premises promptly as reasonably possible all of Tenant's salvageable inventory, movable equipment, trade fixtures, furniture and other property.

12.5 Waiver of Subrogation. Each party agrees to endeavor to have included in each of its insurance policies (insuring the Building and Landlord's property therein, in the case of Landlord, and insuring Tenant's property in the Premises, in the case of Tenant, against loss, damage of destruction by fire or other casualty) a waiver of the insurer's right of subrogation against the other party and against all other tenants in the Building, or, if such waiver should be unobtainable or unenforceable, (a) an express agreement that such policy shall not be invalidated if the assured waives the right of recovery against any party responsible for a casualty covered by the policy before the casualty or (b) any other form of permission for the release of the other party. If such waiver, agreement or permission shall not be, or shall cease to be, obtainable (i) without additional charge, or (ii) at all, then the insured party shall so notify the other party promptly after learning thereof. In case such waiver, agreement, or permission can be obtained at additional charge, if the party so notified shall so elect and shall pay the insurer's charge therefor, such waiver, agreement or permission shall be included in the policy.

12.6 Mutual Releases. Each party hereby releases the other party, and Tenant hereby releases all other tenants in the Building, with respect to any claim (including a claim for negligence) which it might otherwise have against the other party (or, in the case of Tenant, against all such other tenants) for loss, damages with respect to its property occurring during the term of this Lease to the extent to which it is insured under a policy or policies containing a waiver of subrogation or permission to release liability, as provided in the preceding paragraph. If, notwithstanding the recovery of insurance proceeds by either party for loss, damage or destruction of its property, the other party is liable to the first party with respect thereto or is obligated under this Lease to make replacement, repair or restoration or payment, then, provided the first party's right of full recovery under its insurance policies is not thereby prejudiced or otherwise adversely affected, the amount of the net proceeds of the first party's insurance against such loss, damage or destruction shall be offset against the second party's liability to the first party therefor, or shall be made available to the second party to pay for replacement, repair or restoration, as the case may be. Nothing contained in this paragraph shall be deemed to relieve either party of any duty imposed elsewhere in this Lease to repair, restore or rebuild or to nullify any abatement of rents provided for elsewhere in this Lease.

12.7 Express Agreement. This Lease shall be considered an express agreement governing any case of damage to or destruction of the Building or any part thereof by fire or other casualty, and Section 227 of the Real Property Law of the State of New York providing for such a contingency in the absence of express agreement, and any other law of like import now or hereafter in force, shall have no application in such case.

12.8 Adherence to Fire Insurance Policy. Tenant covenants and agrees to not violate, or permit the violation of, any condition imposed by the standard fire insurance policy issued for office buildings in the county in which the Premises are located (to the extent a copy of such policy has been provided to Tenant), and not do anything or permit anything to be done, or keep anything or permit anything to be kept, in the Premises, which would materially increase the fire or other casualty insurance rate on the Building or the property therein, or which would result in insurance companies of good standing refusing to insure the Building or any such property in amounts and against risks as reasonably determined by Landlord.

13. INSURANCE.

13.1 Insurance Policies. Tenant, at its own expense, shall maintain for the mutual benefit of Landlord, Tenant, and any mortgagee and any lessor under any ground or underlying lease:

13.1.1 Comprehensive general liability insurance, including contractual liability endorsement and personal injury liability coverage, in respect of the Premises and the conduct of business therein on an occurrence basis covering bodily injury, personal injury or death and property damage, including water damage and sprinkler leakage legal liability, in an amount not less than \$2,000,000.00 combined single limit. Landlord and its managing agent, and any holder of a mortgage lien against the Premises (to the extent the name of such holder has been provided to Tenant), shall be named as additional insureds; and

13.1.2 Worker's compensation insurance covering all of Tenant's employees as well as the workmen, contractors and hires of any kind allowed upon the Premises by Tenant, in each case, as required by applicable law; and

13.1.3 Plate glass insurance in standard form covering all of the plate glass in the Premises; and

13.1.4 "All Risk" property insurance with extended coverage together with vandalism and malicious mischief endorsements in an amount adequate to cover the full replacement value of all of Tenant's property, trade fixtures, improvements, contents and signs in or on the Premises, including without limitation all carpeting and floor covering; and

13.1.5 If required by Landlord or any mortgagee, such other or additional insurance in such amounts against other insurable hazards (including but not limited to war risk insurance when obtainable) as Landlord or such mortgagee shall reasonably determine, to the extent such additional insurance is available at commercially reasonable rates.

13.2 Separate Insurance. Tenant shall not carry any separate insurance of the same character required by this Article unless Landlord and any mortgagee and any lessor under any ground or underlying lease (to the extent the name of such mortgagee or lessor has been provided to Tenant) shall be named as insureds with loss payable as interest may appear. However, Tenant may carry insurance, solely for its own account and benefit, insuring against loss of all or part of its leasehold estate hereunder.

13.3 Valid and Enforceable Policies. The insurance required under this Article shall be effected by valid and enforceable policies issued by reputable insurance companies licensed to do business in the State of New York and shall set forth the indemnity referred to in Section 8.2 hereof. Any insurance policy or policies under this Article shall cover only the Premises and not any other properties owned, operated or leased by Tenant.

13.4 Proof of Payment. Prior to the Commencement Date and thereafter, not less than thirty (30) days prior to the expiration date of the expiring policies theretofore furnished pursuant

to this Article, copies of such policies or renewal policies, as the case may be, shall be delivered by Tenant to Landlord with proof of payment of premium thereof. However, if the premium under any policy is payable in installments, Tenant shall furnish, simultaneously with the delivery of the policy, proof of payment of the current installment, and thereafter Tenant shall furnish to Landlord proof of payment of each subsequent installment within fifteen (15) days after it becomes due.

13.5 Insureds; Cancellation of Policies. All policies of insurance required under this Article shall name Landlord, Tenant and any mortgagee and any lessor under any ground or underlying lease (to the extent the name of such mortgagee or lessor has been provided to Tenant), as the insureds, as their respective interests may appear, and the policies for the insurance required under this Article 13 hereinabove set forth also shall be payable, under a standard mortgagee clause, without contribution, to the holder of any mortgage covering the Premises. Each policy of insurance required under this Article, to the extent obtainable, shall contain an agreement by the insurer that it will not be cancelled without at least thirty (30) days' prior written notice to Landlord and the insured holder of any mortgage covering the Premises named as an additional insured and that no act or omission of any insured party (including mortgagees) named therein shall serve to invalidate, cancel or release or relieve the insurer thereunder from any liability which it may have to any other insured party so named. If such agreement cannot be obtained with respect to any policy, Tenant shall notify Landlord, in writing, to such effect and Tenant shall accept an insurer named by Landlord who will consent to include such agreement in like policy provided that the inclusion thereof does not require Tenant to pay any substantial additional premium.

13.6 Adjustment; Payment of Proceeds. The loss, if any, under policies provided for herein (other than a loss under the insurance required by subsection 13.1.1 which shall be adjusted by and paid to Landlord and under insurance required by subsection 13.1.2, which shall be adjusted by and paid to Tenant) shall be adjusted by and paid to Landlord or any mortgagee. All insurance policies, to the extent reasonably obtainable, shall provide that the loss, if any thereunder, shall be adjusted and paid as provided in this Article.

13.7 Required Endorsements. All of the policies shall contain the following provisions and endorsements:

(a) That such policy may not be cancelled or amended with respect to Landlord or any of its designees, except upon thirty days prior written notice to Landlord or such designees by certified or registered mail;

(b) That Tenant shall be solely responsible for the payment of all premiums under such policy and that Landlord or its designees shall have no obligation for the payment thereof; and

(c) That in the event of payment of any loss covered by such policies, Landlord or its designee shall be paid first by the insurance company for its loss, in a manner consistent with the other terms of this Article 13.

13.8 No Limitation of Tenant's Liability. The minimum limits of any insurance coverage to be maintained by Tenant hereunder shall not limit Tenant's liability under this Lease.

13.9 Tenant's Cooperation. Tenant shall cooperate with Landlord in connection with the collection of any insurance monies that may be due hereunder in the event of loss and Tenant shall execute and deliver to Landlord such proofs of loss and other instruments which may be required to recover any insurance monies. Landlord may from time to time require that the amount of the insurance to be maintained by Tenant be increased, so that the amount thereof adequately protects Landlord's interest.

14. CONDEMNATION.

14.1 Taking; Rent Abatement; Termination. In the event that the whole of the Premises shall be lawfully condemned or taken in any manner for any public or quasi-public use, this Lease, and the term and estate hereby granted, shall forthwith cease or terminate as of the date of vesting of title. In the event that only a part of the Premises shall be so condemned or taken, then, effective as of the date of vesting of title, the fixed and additional rent hereunder shall be abated in an amount thereof apportioned accordingly to the area of the Premises so condemned or taken. In the event that only a part of the Building shall be so condemned or taken, then (a) Landlord (whether or not the Premises be affected) may, at Landlord's option, terminate this Lease and the term and estate hereby granted as of the date of such vesting of title by notifying Tenant in writing of such termination within sixty (60) days following the date on which Landlord shall have received notice of vesting of title, or (b) if such condemnation or taking shall be of a substantial part of the Premises, Tenant may, at Tenant's option, by delivery of notice in writing to Landlord within sixty (60) days following the date on which Tenant shall have received notice of vesting of title, terminate this Lease and the term and estate hereby granted as of the date of vesting of title; provided, however, if neither Landlord nor Tenant elects to terminate this Lease, as aforesaid, this Lease shall be and remain unaffected by such condemnation or taking, except that the fixed and additional rent payable hereunder shall be abated to the extent, if any, hereinbefore provided in this Article 14. In the event that only a part of the Premises shall be so condemned or taken and this Lease and the term and estate hereby granted are not terminated as herein before provided, Landlord will, with reasonable diligence and at its expense, restore the remaining portion of the Premises as nearly as practicable to the same condition as it was in prior to such condemnation or taking.

14.2 Same Effect. In the event of their termination in any of the cases hereinbefore provided, this Lease and the term and estate hereby granted shall expire as of the date of such termination with the same effect as if that were the date hereinbefore set for the expiration of the Term of this Lease, and the fixed rent and additional rent payable hereunder shall be apportioned as of such date.

14.3 Award. In the event of any condemnation or taking hereinbefore mentioned of all or a part of the Building, Landlord shall be entitled to receive the entire award in the condemnation proceeding, including any award made for the value of the estate vested by this Lease in Tenant, and Tenant hereby expressly assigns to Landlord any and all right, title and

interest of Tenant now or hereafter arising in or to any such award or any part thereof, and Tenant shall be entitled to receive no part of such award, except with respect to any portion of such award allocated to Tenant's personal property, trade fixtures or equipment and Tenant's moving expenses.

14.4 Limited Period. It is expressly understood and agreed that the provisions of this Article 14 shall not be applicable to any condemnation or taking for governmental occupancy for a limited period, in which case the fixed and additional rent payable hereunder shall be abated until such temporary condemnation or taking has ceased

15. SUBORDINATION.

15.1 Subordinate to Leases, Mortgages, Etc. This Lease is subject and subordinate in all respects to all ground leases and/or underlying leases now or hereafter covering the real property of which the Premises form a part and to all mortgages which may now or hereafter be placed on or affect such leases and/or real property, and/or Landlord's interest therein, and to each advance made and/or hereafter to be made under any such mortgages, and to all renewals, additions, modifications, consolidations, replacements, spreaders and extensions thereof and all substitutions of and for such ground leases and/or underlying leases and/or mortgages. This Section 15.1 shall be self-operative and no further instrument of subordination shall be required. In confirmation of such subordination, Tenant shall execute and deliver promptly any certificate that Landlord and/or mortgagee and/or the lessor under any ground or underlying lease and/or their respective successors in interest may request. Tenant hereby constitutes and appoints Landlord and/or any mortgagee and/or the lessor under any ground or underlying lease and/or their respective successors in interest Tenant's attorney-in-fact to execute and deliver any such certificate or certificates for and on behalf of Tenant, should Tenant fail to do so within ten (10) business days of Landlord's request. Landlord to use best efforts to obtain a Non-Disturbance Agreement from all Superior Interest Holders.

15.2 Mortgage, Defined. The term "mortgage(s)" as used in this Lease shall include any mortgage or any deed of trust. The term "mortgagee(s)" as used in this Lease shall include any mortgagee or any trustee under a deed of trust. The term "mortgagor(s)" as used in this Lease shall include any mortgagor or any grantor under a deed of trust.

16. NOTICES.

Any notice, consent, approval, request, bill, demand or statement hereunder by either party to the other party shall be in writing and shall be deemed to have been duly given when mailed if sent by registered or certified mail return receipt requested or overnight delivery service addressed to such other party, which address for Landlord shall be the address first appearing above, and for Tenant shall be the Premises and a copy to Tenant's address as hereinbefore set forth (or to Tenant's address as hereinbefore set forth only if mailed prior to the Commencement Date), or if the address of such other party for such notices, consents, approvals, requests, bills, demands or statements shall have been duly changed as hereinafter provided, if mailed, as aforesaid, to such other party at such changed address. Either party may at any time change the address for such notices, consents, approvals, requests, bills, demands or statements

by delivering or mailing, as aforesaid, to the other party a notice stating the change and setting forth the changed address. If the term "Tenant" as used in this Lease refers to more than one person, any notice, consent, approval, request, bill, demand or statement given as aforesaid to any one of such persons shall be deemed to have been duly given to Tenant. Notwithstanding the foregoing, bills and statements by Landlord to Tenant for fixed rent, additional rent or other sums or charges payable by Tenant to Landlord may be delivered personally or sent by regular mail.

17. CONDITIONS OF LIMITATION; EVENTS OF DEFAULT.

17.1 Limitations and Events of Default. This Lease and the term and estate hereby granted are subject to the following conditional limitations, each of which shall also constitute an "Event of Default" hereunder:

17.1.1 In the event Tenant shall make an assignment of its property for the benefit of creditors or shall file a voluntary petition under any bankruptcy or insolvency law, or an involuntary petition under any bankruptcy or insolvency law shall be filed against Tenant and such involuntary petition is not dismissed within 60 days after the filing thereof; or

17.1.2 In the event a petition is filed by or against Tenant under the Reorganization provisions of the United States Bankruptcy Act or under the provisions of any law of like import, unless such petitioner under said Reorganization provisions be one filed against Tenant which is dismissed within 60 days after its filing; or

17.1.3 In the event Tenant shall file a petition under the Arrangement provisions of the United States Bankruptcy Act or under the provisions of any law of like import; or

17.1.4 In the event a permanent receiver, trustee or liquidator shall be appointed for Tenant or of or for the property of Tenant, and such receiver, trustee or liquidator shall not have been discharged within 60 days from the date of his appointment, or

17.1.5 In the event Tenant shall default in the payment of any fixed rent or additional rent or any other sum or charge payable hereunder by Tenant to Landlord on any date upon which the same becomes due and if such default shall continue and shall not be remedied by Tenant within three (3) days after Landlord shall given Tenant of notice of such default, or

17.1.6 In the event Tenant shall default in the due keeping, observing or performance of any covenant, agreement, term, provision or condition of this Lease on the part of Tenant to be kept, observed or performed (other than a default of the character referred to in subsection 17.1.5), and if such default shall continue and shall not be remedied by Tenant within thirty (30) days after Landlord shall have given to Tenant a written notice of such default, or, in the case of such a default which for causes beyond Tenant's reasonable control cannot with due diligence be cured within said period of thirty (30) days, if Tenant (i) shall not, promptly upon the giving of such notice, advise Landlord in writing of Tenant's intention to duly institute all steps necessary to remedy such default, (ii) shall not duly institute and thereafter diligently

prosecute to completion all steps necessary to remedy the same, or (iii) shall not remedy the same within a reasonable time after the date of the giving of said notice by Landlord; or

17.1.7 In the event Tenant voluntarily abandons the Premises for more than sixty (60) consecutive days and if such default shall continue and shall not be remedied by Tenant within seven (7) days after Landlord shall have given Tenant notice of such default; or

17.1.8 In the event any event shall occur or any contingency shall arise whereby this Lease or the estate hereby granted or the unexpired balance of the term hereof would, by operation of law or otherwise, devolve upon, or pass to, any person, firm, association or corporation other than Tenant except as expressly permitted under Article 9 hereof.

17.2 Application of the Term "Tenant" in this Article. If the term "Tenant", as used in this Lease, refers to more than one person, then, as used in this Article 17, said term shall be deemed to include all of such persons or any one of them; if any of the obligations of Tenant under this Lease is guaranteed, the term "Tenant", as used in said subparagraphs, shall be deemed to include also the guarantor or, if there be more than one guarantor, all or any one of them; and if this Lease shall have been assigned, the term "Tenant", as used in said subparagraphs, shall be deemed to include the assignee and the assignor or either of them under any such assignment unless Landlord shall, in connection with such assignment, release the assignor from any further liability under this Lease, in which event the term "Tenant", as used in said paragraph, shall not include the assignor so released.

17.3 Termination of Lease. Upon the occurrence, at any time prior to or during the Term, of any one or more Events of Default which were not cured by Tenant during the respective cure periods as prescribed herein, Landlord, at any time thereafter, at Landlord's option, may give to Tenant a five (5) days' notice of termination of this Lease and, in the event such notice is given, this Lease and the Term shall come to an end and expire (whether or not said Term shall have commenced) upon the expiration of said five (5) days with the same effect as if the date of expiration of said five (5) days were the Expiration Date, but Tenant shall remain liable for damages hereunder.

18. ACCESS TO PREMISES; RE-ENTRY BY LANDLORD.

18.1 Right to Enter. Tenant agrees (subject to any restrictions imposed by any applicable law or regulation) that Landlord and Landlord's agents and other representatives shall have the right to enter into and upon the Premises or any part thereof, during normal business hours, upon prior reasonable notice to Tenant and with Tenant having the opportunity to have its representatives present, for the purpose of examining the Premises, or for making repairs, alterations, additions or improvements therein as may be deemed necessary or advisable by Landlord. In emergency situations, Landlord shall have such right of entry immediately without regard to the hour, without giving Tenant prior notice, and without Tenant having the opportunity to have its representatives present. Tenant also agrees to permit Landlord or Landlord's agents to show the Premises upon prior reasonable notice to Tenant and with Tenant having the opportunity to have its representatives present, to persons wishing to purchase the Premises, and during the six (6) months preceding the expiration of the Term to prospective

tenants of the Premises; and Tenant further agrees that during the six (6) months preceding the expiration of the Term, Landlord or Landlord's agents shall have the right to place notices on the front of the Premises, or any part thereof, offering the Premises "To Let" or "For Sale", and Tenant hereby agrees to permit the same to remain thereon without hindrance or molestation.

18.2 Necessity to Enter. If Tenant is not present to open and permit an entry into the Premises (but subject to any restrictions imposed by applicable law), Landlord or Landlord's agents may enter the same whenever such entry may be necessary or permissible, by master key or forcibly, and provided reasonable care is exercised to safeguard Tenant's property, such entry shall not render Landlord or its agents liable therefore, nor in any event shall the obligations of Tenant hereunder be affected. Landlord shall have the right, at any time, without the same constituting an eviction and without incurring liability to Tenant therefore, on sixty (60) days' prior notice to Tenant, to change the name, address, number or designation by which the Building may be known.

18.3 Repossession. If any Event of Default shall occur and Tenant shall fail to cure such Event of Default within the prescribed cure period after receipt of notice of default from Landlord, or if this Lease shall expire as herein provided, Landlord or Landlord's agents and servants may immediately, or at any time thereafter, re-enter into or upon the Premises, or any part thereof, in the name of the whole, either by summary dispossession proceedings or by any suitable action or proceeding at law, and may repossess and re-let the same, and may remove any persons therefrom, to the end that Landlord may have, hold and enjoy the Premises again as and of its first estate and interest therein. The words "re-enter", "re-entry" and "re-entered" as used in this Lease are not restricted to their technical legal meanings. In the event of any termination of this Lease under the provisions of Article 17 hereof or in the event that Landlord shall re-enter the Premises under the provisions of this Article 18 or in the event of the termination of this Lease (or of re-entry) by or under any summary dispossession or other proceeding or action or any provision of law, Tenant shall thereupon pay to Landlord the fixed rent, additional rent and any other sum or charge payable hereunder by Tenant to Landlord up to the time of such termination of this Lease, or of such recovery of possession of the Premises by Landlord, as the case may be, and shall also pay to Landlord damages as provided in Article 19 hereof. Landlord acknowledges that its rights of reentry into the Premises set forth in this Lease do not confer on it the authority to manufacture and/or dispense on the Premises medical marijuana in accordance with Article 33 of the Public Health Law and agrees to provide the New York State Department of Health, Mayor Erastus Corning 2nd Tower, The Governor Nelson A. Rockefeller Empire State Plaza, Albany, N.Y. 12237, with notification by certified mail of its intent to reenter the premises or to initiate dispossession proceedings or that the Lease is due to expire, at least 30 days prior to the date on which the landlord intends to exercise a right of reentry or to initiate such proceedings or at least 60 days before expiration of the Lease.

18.4 Right of Injunction. In the event of a breach or threatened breach on the part of the Tenant with respect to any of the covenants, agreements, terms, provisions or conditions on the part of or on behalf of Tenant to be kept, observed or performed, Landlord shall also have the right of injunction. The specified remedies to which Landlord may resort hereunder are cumulative and are not exclusive of any other remedies or means of redress to which Landlord

may lawfully be entitled at any time, and Landlord may invoke any remedy allowed at law or in equity as if specific remedies were not herein provided for.

18.5 Monies Already Paid to Landlord. In the event of (a) the termination of this Lease under the provisions of Article 17 hereof, (b) the re-entry of the Premises by Landlord under the provisions of this Article 18, or (c) the termination of this Lease (or re-entry) by or under any summary dispossession or other proceeding or action or any provision of law by reason of default hereunder on the part of Tenant, Landlord shall be entitled to retain all monies, if any paid by Tenant to Landlord, whether as advance rent, security or otherwise, but such moneys shall be credited by Landlord against any fixed rent, additional rent or any other sum or charge due from Tenant at the time of such termination or re-entry or, at Landlord's option, against any damages payable by Tenant under this Lease or pursuant to law.

18.6 Repair, Replace, Improve Premises. Tenant covenants and agrees (subject to any restrictions imposed by any applicable law or regulation) to permit Landlord and any mortgagee of the Building or of the Building and the Land or of the interest of Landlord therein and any lessor under any ground or underlying lease, and their representatives, on five (5) business days prior written notice and with Tenant having the opportunity to have its representatives present, to enter the Premises during business hours, for the purposes of inspection, or of making repairs, replacements or improvements in or to the Premises or the Building or equipment which Landlord deems necessary or advisable, or to comply with all laws, orders and requirements of governmental or other authority or of exercising any right reserved to Landlord by this Lease (including the right, during the progress of any such repairs, replacements, or improvements or while performing work and furnishing materials in connection with compliance with any such laws, orders or requirements, to keep and store within the Premises all necessary materials, tools and equipment).

18.7 Receiver, Trustee, Creditors, Etc. Without incurring any liability to Tenant, Landlord may permit access to the Premises and open the same, whether or not Tenant shall be present, upon demand of any receiver, trustee, assignee for the benefit of creditors, sheriff, marshal or court officer entitled to, or reasonably purporting to be entitled to, such access for the purpose of taking possession of, or removing, Tenant's Property or for any other lawful purpose (but this provision and any action by Landlord hereunder shall not be deemed a recognition by Landlord that the person or official making such demand has any right or interest in or to this Lease, or in or to the Premises), or upon demand of any representative of the fire, police, building, sanitation or other department of any city, county, town, village, state or federal government.

19. DAMAGES.

19.1 Event of Default; Damages. If this Lease and the Term shall expire and come to an end as provided in Article 17 or by or under any summary proceeding or any other action or proceeding, or if Landlord shall re-enter the Premises as provided in Article 18 or by or under any summary proceedings or any other action or proceeding, then, in any of said events:

19.1.1 Tenant shall pay to Landlord all rent, additional rent and other charges payable under this Lease by Tenant to Landlord to the date upon which this Lease and the Term shall have expired and come to an end or to the date of re-entry upon the Premises by Landlord, as the case may be; and

19.1.2 The rent and additional rent reserved in this Lease for the remaining period which otherwise would have constituted the unexpired portion of the Term shall be deemed accelerated and immediately due and payable, and Landlord shall not have any obligation to mitigate Tenant's obligation for such rent and additional rent by reletting the Premises; and

19.1.3 If the Premises, or any part thereof, shall be relet together with other space in the Building, the rents collected or reserved under any such reletting and the expenses of any such reletting shall be equitably apportioned for the purposes of this Article 19 and credited against Tenant's payment obligations under this Article 19. Tenant shall in no event be entitled to any rents collected or payable under any reletting, whether or not such rents shall exceed the rent reserved in this Lease.

19.1.4 Nothing herein contained shall be construed as limiting or precluding the recovery by Landlord against Tenant of any sums or damages to which, in addition to the damages particularly provided above, Landlord may lawfully be entitled by reason of any default hereunder on the part of Tenant.

20. WAIVER BY TENANT.

Tenant, for Tenant, and on behalf of any and all persons, firms corporations and associations claiming through or under Tenant, including creditors of all kinds, does hereby waive and surrender all right and privilege which they or any of them might have under or by reason of any present or future law to redeem the Premises or to have a continuance of this Lease for the term hereby demised after Tenant is dispossessed or ejected therefrom by process of law or under the terms of this Lease or after the expiration or termination of this Lease as herein provided or pursuant to law. Tenant also waives the provisions of any law relating to notice and/or delay in levy of execution in case of an eviction or dispossession of a tenant for non-payment of rent, and of any other law of like import now or hereafter in effect. It is further mutually agreed that in the event Landlord commences any summary proceeding, Tenant will not interpose any counterclaim of whatever nature or description in any such proceeding.

21. WAIVER OF JURY TRIAL; SURRENDER.

21.1 Waiver of Trial by Jury. It is mutually agreed by and between Landlord and Tenant that, except in the case of any action, proceeding or counterclaim brought by either of the parties against the other for personal injury or property damage, the respective parties hereto shall, and they hereby do, waive trial by jury in any action or proceeding, arising out of or in any way connected with this Lease, the relationship of landlord and tenant, Tenant's use or occupancy of the Premises, and/or any claim of injury or damage, and any emergency statutory or any other statutory remedy.

21.2 No Surrender. No delivery of keys shall operate as a termination of this Lease or a surrender of the Premises or this Lease, unless such surrender is accepted in a writing signed by Landlord. Tenant shall not be deemed to have surrendered, vacated, or abandoned the Premises as long as any item or items of Tenant's Property remain in the Premises. No act or thing done by Landlord or its agents or employees shall be deemed an acceptance of a surrender of this Lease or the Premises, and no agreement to accept such surrender shall be valid unless in writing and signed by Landlord.

22. LEASE CONTAINS ALL AGREEMENTS; NO WAIVER.

22.1 All Covenants, Terms, Conditions. This Lease contains all of the covenants, agreements, terms, provisions and conditions relating to the leasing of the Premises hereunder, and Landlord has not made and is not making, and Tenant in executing and delivering this Lease is not relying upon, any warranties, representations, promises or statements, except to the extent that the same may expressly be set forth in this Lease.

22.2 No Waiver. The failure of Landlord or Tenant, as the case may be, to insist in any one or more instances upon the strict performance of any one of the covenants, agreements, terms, provisions or conditions of this Lease or to exercise any election herein contained shall not be construed as a waiver or relinquishment for the future of such covenant, agreement, term, provision, condition or election, but the same shall continue and remain in full force and effect. No waiver by Landlord or Tenant, as the case may be, of any covenant, agreement, term, provision or condition of this Lease shall be deemed to have been made unless expressed in writing and signed by such party. No payment by Tenant or receipt by Landlord of a lesser amount than any installment or payment of any fixed rent or additional rent due shall be deemed to be other than on account of the amount due, and no endorsement or statement on any check or payment of any fixed rent or additional rent shall be deemed an accord and satisfaction. Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or payment of any fixed rent or additional rent, or pursue any remedy or remedies available to Landlord. The receipt and retention by Landlord of fixed fee or other sum or charge payable hereunder from anyone other than Tenant shall not be deemed a waiver of the breach by Tenant of any covenant, agreement, term, provision or condition herein contained, or the acceptance of such other person as a tenant, or a release of Tenant from the further performance by Tenant of the covenants, agreements, terms, provisions and conditions herein contained. The receipt and retention by Landlord of fixed rent, additional rent or other sum or charge with knowledge of the breach of any covenant, agreement, term, provision or condition herein contained shall not be deemed a waiver of such breach. No executory agreement hereafter made between Landlord and Tenant shall be effective to change, modify, waive, release, discharge, terminate or effect an abandonment of this Lease, in whole or in part, unless such executory agreement is in writing, refers expressly to this Lease and is signed by the party against whom enforcement of the change, modification, waiver, release, discharge or termination or effectuation of the abandonment is sought.

23. PARTIES BOUND.

23.1 Landlord Bound. The Lease shall not be binding upon Landlord unless and until it shall have been executed by Landlord and Tenant and a fully executed counterpart of this Lease shall have been delivered by Landlord to Tenant.

23.2 Successors, Assigns, Legal Representatives. The covenants, agreements, terms, provisions and conditions of this Lease shall bind and benefit the respective successors, assigns and legal representatives of the parties hereto with the same effect as if mentioned in each instance where a party hereto is named or referred to, except that no violation of the provision of Article 9 hereof shall operate to vest any rights in any successor, assignee or legal representative of Tenant and that the provisions of this Article 23 shall not be construed as modifying the conditions of limitation contained in Article 17 hereof. It is understood and agreed, however, that the covenants and obligations on the part of Landlord under this Lease shall not be binding upon Landlord herein named with respect to any period subsequent to the transfer of its interest in the Premises, that in the event of such transfer said covenants and obligations shall thereafter be binding upon each transferee of such interest of Landlord herein named, but only with respect to the period ending with a subsequent transfer of such interest, and that a lease of the entire interest shall be deemed a transfer within the meaning of this Article 23.

24. LANDLORD MAY CURE TENANT'S DEFAULTS; ADDITIONAL RENT.

24.1 Landlord May Cure. If Tenant shall default in the performance of any covenant, agreement, term, provision or condition herein contained, Landlord, without thereby waiving such default, may perform the same for the account and at the expense of Tenant, without notice in a case of emergency, and in any other case if such default continues after ten (10) business days from the date of giving by Landlord to Tenant of written notice of intention to do so.

24.2 Additional Rent. Bills for any expense incurred by Landlord in connection with Landlord's performance, under Section 24.1 hereof, for the account of Tenant, and bills for all costs, expenses and disbursements of every kind and nature whatsoever, including, but not limited to, reasonable attorneys' fees involved in collecting or endeavoring to collect the fixed rent or additional rent or other sum or charge or any part thereof or enforcing or endeavoring to enforce any rights against Tenant, under or in connection with this Lease, or pursuant to law, including (without being limited to) any such cost, expense and disbursement involved in instituting and prosecuting summary proceedings, as well as bills for any property, material, labor or services provided, furnished or rendered, or caused to be provided, furnished or rendered, by Landlord to Tenant including (without being limited to) electric lamps and other equipment, construction work done for the account of Tenant, water, ice, drinking water, drinking cups, towel and other services, as well as for any charges for any additional elevator, heating, air conditioning or cleaning services incurred under Article 6 hereof and any charges for other similar or dissimilar services incurred under this Lease, may be sent by Landlord to Tenant monthly, or immediately, at Landlord's option, and shall be due and payable within thirty (30) days thereof, and if not paid when due, the amounts thereof shall immediately become due and payable as additional rent under this Lease.

24.3 Suspension of Landlord's Performance. Landlord reserves the right, without liability to Tenant and without constituting any claim of actual or constructive eviction, to suspend furnishing or rendering to Tenant any property, material, labor, utility or other service, wherever Landlord is obligated to furnish or render the same at expense of Tenant, in the event that (but only for so long as) Tenant is in arrears in paying Landlord therefore or Tenant is in default in the keeping, observance or performance of any covenant, agreement, term, provision and condition of this Lease.

25. SPRINKLERS.

Notwithstanding anything in this Lease to the contrary, if the New York Board of Fire Underwriters or the New York Fire Insurance Exchange or any bureau, department or official of any federal, state or municipal government require or recommend the installation of a fire sprinkler system, or that any changes, modifications or alterations or other equipment be made or supplied to an existing sprinkler system as a result of Tenant's business or occupancy, or the location of partitions, trade fixtures or other contents of the Premises, or for any other reason whatsoever, or if the foregoing become necessary in order to prevent the imposition of a penalty or charge against the full allowance for a sprinkler system in the fire insurance rate set by any Exchange or by any fire insurance company, Tenant shall, at Tenant's sole cost and expense, promptly make such sprinkler system installations, changes, modifications, alterations or supply other equipment as required whether the work involved shall be of a structural nature.

26. MISCELLANEOUS.

26.1 Lender Modifications. If, in connection with obtaining financing for the Premises or Building, a banking, insurance or other recognized institutional lender shall request reasonable modifications in and to this Lease as a condition to such financing, Tenant will consent thereto, provided that such modifications do not increase the financial obligations of Tenant hereunder, increase the obligations of Tenant hereunder or decrease the rights of Tenant hereunder or materially and adversely affect the leasehold interest hereby created.

26.2 Liability Limited to Estate and Interest. Tenant shall look solely to the estate and interest of Landlord, its successors and assigns in the Land and Building for the collection of a judgment or other judicial process requiring the payment of damages or money by Landlord or in the event of any default by Landlord hereunder and no other property or assets of Landlord (or, if Landlord is a partnership, of any partner of Landlord), shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under and with respect to this Lease, the relationship of Landlord and Tenant hereunder, Tenant's use and occupancy of the Premises or otherwise.

26.3 No Recording. Neither this Lease nor a short-form memorandum of same shall be recorded by Tenant. Any attempt to record same, or recording thereof by Tenant shall constitute a material and substantial breach of this Lease by Tenant.

26.4 Survival. If any part or provision of this Lease shall be determined to be void, illegal or legally unenforceable by any court of competent jurisdiction, the same shall not affect

the validity of any other part or provision of this Lease, which, subject to such determination, shall remain in full force and effect as between the parties, unless the essential purpose of this Lease shall thereby be defeated.

26.5 Merger. All prior understandings and agreements between the parties are merged in this Lease, which alone fully and completely expresses the agreement of the parties and which is entered into after full investigation.

26.6 No Third Party Benefits. No provision of this Lease shall be construed for the benefit of any third party.

26.7 New York Law Governs. This Lease shall be governed by and construed in accordance with the laws of the State of New York.

26.8 Independent Obligations. Each obligation of Tenant under this Lease shall be deemed and construed as a separate and independent covenant of Tenant, not dependent on any other provision of this Lease.

26.9 Number and Gender. All terms and words used in this Lease, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require.

26.10. Counterparts. This Lease may be executed in counterparts, each of which shall be deemed to be an original hereof.

27. WASTE REMOVAL; HAZARDOUS WASTE; EXTERMINATION.

27.1 Waste Removal. Tenant shall, at its sole expense, dispose of and remove from the Premises and the Building all of its garbage and waste matter in an orderly and sanitary manner which prevents the emanation of any unreasonable odor or effluent and in compliance with the rules reasonably established by Landlord from time to time in accordance with the terms hereof and those of all governmental agencies having jurisdiction. Tenant covenants and agrees, at its sole expense, to comply with all present and future laws, orders and regulations of all state, federal, municipal, and local governments, departments, commission and boards regarding the collection, sorting, separation, and recycling of waste products, garbage, refuse, and trash into such categories as provided by law.

27.2 Hazardous Waste. Throughout the term of this Lease, Tenant shall not undertake or permit any Environmental Activity (as such term is hereinafter defined). For purposes of this Article, the term "Environmental Activity" means any use, storage, installation, existence, release, threatened release, discharge, generation, abatement, removal, disposal, handling or transportation from, under, into or on the Premises of (a) any "hazardous substance" as defined in any federal or New York State statute, (b) petroleum, crude oil or any fraction thereof, natural gas or synthetic gas used for fuel, and (c) any additional substances or materials which at such time are classified or considered to be hazardous or toxic under federal or New York State laws

(collectively, "Hazardous Materials"), in each case, in violation of any applicable environmental laws.

27.3 Extermination. Tenant, at its sole cost and expense, shall keep the Premises free from vermin, pests, insects, rodents or anything of like objectionable nature. In the event of Tenant's failure to keep the Premises free from vermin, Landlord may, after ten (10) days' written notice to Tenant (and Tenant's failure to cure the same) and at the Tenant's expense, take all necessary or proper measures to exterminate any and all vermin from the Premises.

28. INABILITY TO PERFORM.

This Lease and the obligations of Tenant to pay fixed rent, additional rent and all other sums and charges hereunder and perform, observe and keep all of the other covenants, agreements, terms, provisions and conditions hereunder on the part of Tenant to be performed, observed and kept shall in no wise be affected, impaired or excused because Landlord is unable to fulfill any of its obligations under this Lease or is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make or is delayed in making any repairs, replacement, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from so doing by reason of strikes or labor troubles or any other similar or dissimilar cause whatsoever beyond Landlord's reasonable control, including, but not limited to, government preemption in connection with a national energy or by reason of any rule, order or regulation of any department or subdivision thereof of any governmental agency or by reason of the conditions of supply and demand which have been or are affected by war, hostilities or other similar or dissimilar emergency.

29. ADJACENT EXCAVATION.

If an excavation shall be made upon land adjacent to or under the Building, or shall be authorized or contemplated to be made, Tenant shall afford to the person causing or authorized to cause such excavation, license to enter upon the Premises for the purpose of doing such work as said person shall deem necessary or desirable to preserve the Building from injury or damage and to support the same by proper foundations without any claim for damages or indemnity against Landlord, or diminution or abatement of fixed rent, additional rent or any other sum or charge payable by Tenant.

30. BROKER.

Landlord and Tenant represent and warrant to each other that they have not dealt with any real estate brokers in connection with this Lease and the transaction set forth herein and that they know of no real estate broker who has claimed or may have the right to claim a commission in connection with this transaction other than The Princeton Realty Group, whose commission Landlord shall pay pursuant to a separate agreement. Landlord and Tenant shall indemnify and defend each other against any costs, claims or expenses (including reasonable attorney's fees) arising out of the breach on their respective parts of any representation, warranty or agreement contained in this paragraph 30. The provisions of this paragraph 30 shall survive the termination of this Lease.

31. HEADINGS.

The Article and subparagraph headings of this Lease are for convenience only and are not to be considered in construing the same.

32. HOLDOVER.

32.1 If Tenant shall hold over after the Expiration Date or earlier termination of this Lease, and if Landlord shall then not proceed to remove Tenant from the Premises in the manner permitted by law (or shall not have given written notice to Tenant that Tenant must vacate the Premises) irrespective of whether or not Landlord accepts rent or additional rent from Tenant for a period beyond the Expiration Date or earlier termination of this Lease, the parties hereby agree that Tenant's occupancy of the Premises after the expiration of the Term of this lease shall be under a month-to-month tenancy commencing on the first day after the expiration of the Term, which tenancy shall be upon all the terms set forth in this Lease, except Tenant shall pay on the first day of each month of the holdover period as rent, an amount equal to two times one-twelfth of the sum of the rent and additional rent payable by Tenant during the last year of the Term of this Lease (i.e., the year immediately prior to the holdover period). Further, Landlord shall not be required to perform any work, furnish any materials or make any repairs within the Premises during the holdover period. It is further stipulated and agreed that if Landlord shall, at any time after the expiration of the Term of this Lease or after the expiration of any term created thereafter, proceed to remove Tenant from the Premises as a holdover, the rent for the use and occupancy of the Premises during any holdover period shall be calculated in the same manner as set forth above. In addition to the foregoing, Landlord shall be entitled to recover from Tenant any losses or damages arising from such holdover.

32.2 Notwithstanding the foregoing, Landlord's acceptance of any rent and/or additional rent paid by Tenant pursuant to subparagraph (a) above shall not preclude Landlord from commencing and prosecuting a holdover or summary eviction proceeding, and the preceding sentence shall be deemed to be an "agreement expressly providing otherwise" within the meaning of Section 223-c of the New York State Real Property Law.

32.3 If Tenant shall hold over or remain in possession of any portion of the Premises beyond the Expiration Date or earlier termination of this Lease, Tenant shall be subject not only to summary proceeding and all damages relating thereto, but also to any damages arising out of any lost opportunities (and/or new leases) by Landlord to re-let the Premises (or any part thereof). All damages to Landlord by reason of such holding over by Tenant may be the subject of a separate action and need not be asserted by Landlord in any summary proceedings against Tenant.

33. SECURITY.

33.1 Tenant has deposited with Landlord the sum of Ten Thousand and 00/100 Dollars (\$10,000.00) as security for the faithful performance and observance by Tenant of the terms, provisions and conditions of this Lease. In the event that Tenant is in default of any of the terms, conditions and provisions of this Lease (beyond the expiration of all applicable notice and cure

periods), Landlord may, but is not obligated to, apply such amount of the security to the payment of rent and additional rent and the cost and expense of re-letting the Premises (if Landlord is entitled to do so as a result of such default) whether or not incurred after summary proceedings are instituted. The use, application or retention or any portion of the security deposit by Landlord shall not prevent Landlord from exercising any other right or remedy provided for under this Lease or at law and shall not limit any recovery to which Landlord may be entitled otherwise. In the case of the sale or transfer of the Premises by Landlord, Landlord reserves the right to transfer the security deposit to the successor owner/lessor, whereupon Landlord shall be considered released by Tenant from all liability for the return of the security and Tenant shall look only to the new owner/lessor for the return of the security. Tenant further covenants that Tenant shall not assign or encumber the security deposit and that Landlord, its successors and assigns shall not be bound by any such act taken by Tenant.

33.2 Tenant shall, from time to time during the term of this Lease and within ten (10) business days next following written notice from Landlord, deposit with Landlord such additional sums as are necessary to maintain the security deposit in an amount equal to two-times the then applicable monthly installment of rent.

33.3 Within a reasonable period of time following the Expiration Date or earlier termination of this Lease and Tenant's surrender of the Premises to Landlord, Landlord shall return any unapplied security deposit to Tenant.

34. QUIET ENJOYMENT.

Landlord covenants that if, and so long as, Tenant keeps and performs each and every covenant, agreement, term, provision and condition herein contained on the part and on behalf of Tenant to be kept and performed (giving effect to any applicable notice and cure periods), Tenant shall quietly enjoy the Premises without hindrance or molestation by Landlord or by any other person lawful claiming the same, subject to the covenants, agreements, terms, provisions and conditions of this Lease and to the ground leases and/or underlying lease and/or mortgages to which this Lease is subject and subordinate as hereinbefore set forth.

35. WINDOW CLEANING; OBSTRUCTION.

35.1 Window Cleaning. Tenant will not clean, nor require, permit, suffer or allow any window in the Premises to be cleaned from the outside in violation of Section 202 of the Labor Law or of the rules of the Board of Standards and Appeals, or of any other board or body having or asserting jurisdiction.

35.2 Window Obstruction. If at any time any exterior windows of the Premises are darkened or obstructed incident to or by reason of repairs, replacements, maintenance and/or cleaning in, on, to or about the Building or any part or parts thereof or otherwise or are temporarily or permanently closed, Landlord shall not be liable for any damage Tenant may sustain thereby and Tenant shall not be entitled to any compensation therefor nor abatement of rent nor shall the same release Tenant from its obligations hereunder nor constitute an eviction.

36. SIGNS.

36.1 Installation. Tenant may, at its sole expense, install signs, advertisements, notices or other lettering in and on the Premises, or any part thereof, to the maximum extent permitted by law, after obtaining Landlord's written approval (not to be unreasonably withheld, conditioned or delayed) of the plans and drawings thereof and strictly in conformance with all applicable sign laws, ordinances, rules and regulations, including without limitation the procurement of all requisite governmental permits and approvals; provided that no Landlord approval shall be required for any interior signage. Should Landlord deem it necessary to remove Tenant's signage in order to paint, alter, or remodel any part of the Building, Landlord may remove and replace Tenant's signage at Landlord's expense. No Landlord approval shall be required with respect to any interior signage.

36.2 Removal. Upon termination of this Lease, Tenant covenants and agrees that any and all of Tenant's signs, advertisings, logos or other forms of insignia shall be removed from the Premises within a reasonable period of time. Such removal shall be at Tenant's sole cost and expense and Tenant shall remain liable for the repair of any damage caused by such removal.

37. GLASS.

Tenant shall, at Tenant's sole expense, replace any and all plate and other glass damaged or broken from any cause whatsoever (other than as a result of the negligence of Landlord, its agents or its employees) in and about the Premises.

38. DIMINUTION OF RENT

38.1 No diminution or abatement of rent, additional rent, or other compensation, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Building, Land, the Premises, or to its appliances, nor for any space taken to comply with any law, ordinance or order of a governmental authority, except as set forth herein. In respect to the various "services," if any, herein expressly or impliedly agreed to be furnished by Landlord to Tenant, it is agreed that there shall be diminution or abatement of the rent or any other compensation, for interruption or curtailment of such "service" when such interruption or curtailment shall be due to accident, alterations or repairs desirable or necessary to be made or to inability or difficulty in securing supplies or labor for the maintenance of such "service" or to some other cause, not gross negligence on the part of the Landlord. No such interruption or curtailment of any such "services" shall be deemed an actual or constructive eviction. Landlord shall not be required to furnish, and Tenant shall not be entitled to receive, any of such "services" during any period wherein Tenant shall be in default in respect to the payment of rent and/or additional rent (in each case, beyond all applicable notice and cure periods). Neither shall there be any abatement or diminution of rent because of making of repairs, improvements or decorations by the Tenant to the Premises after the date above fixed for the commencement of the Term, it being understood that rent shall, in any event commence to run at such date so above fixed.

38.2 The obligation of Tenant to pay the rent and additional rent is and shall be absolute and unconditional, irrespective of any defense or counterclaim, or any rights of setoff, recoupment or deduction and without any rights of suspension, deferment, diminution or reduction Tenant might otherwise have against Landlord, except as set forth herein.

39. LANDLORD'S CONSENT.

If a consent or approval is required from Landlord hereunder, and Landlord is not expressly required to use its reasonable judgment or make a reasonable determination, then such consent or approval may be withheld, delayed or conditioned or denied in Landlord's sole and absolute discretion.

40. RULES OF CONSTRUCTION.

There shall be no presumption against the draftsman of this Agreement.

41. NO ORAL CHANGES.

This Lease cannot be changed or terminated orally. Any changes or additional provisions must be set forth in a rider attached hereto or in a separate written agreement signed by the parties hereto. No agreement shall be effective to change, modify, waive, release, discharge, terminate, surrender, or effect an abandonment of this Lease, in whole or in part, unless such agreement is in writing and is signed by the party against whom enforcement is sought.

42. LANDLORD'S RECOVERY OF ATTORNEY'S FEES AND OTHER EXPENSES.

42.1 If Landlord, as a result of Tenant's failure to keep, observe, or perform any one or more of the covenants, agreements or conditions set forth in this Lease (beyond all applicable notice and cure periods), pays any sum of money, or does any act which requires the payment of money, or if Landlord incurs any expenses as a result thereof, including without limitation in instituting, prosecuting or defending any action or proceeding by reason of any such default of Tenant hereunder, then Tenant shall be liable to Landlord for all such expenses, including without limitation reasonable attorney's fees, which such expenses shall be deemed to be and shall constitute additional rent.

42.2 If Tenant institutes or prosecutes any action or proceeding against Landlord or its agents or employees arising out of or relating to this Lease, the Premises the Building and/or the Land, and any of the claims asserted by Tenant in such action or proceeding is dismissed or otherwise adjudicated in Landlord's favor, then Tenant shall be liable to Landlord for all expenses, including without limitation reasonable attorney's fees, incurred by Landlord in connection therewith, which such expenses shall be deemed to be and shall constitute additional rent.

43. WAIVER OF COUNTERCLAIMS AND CONSOLIDATION.

Tenant shall not interpose any counterclaim in any summary proceeding commenced by Landlord to recover possession of the Premises (other than any mandatory counterclaim), and Tenant shall not seek or be entitled to consolidate any such summary proceeding with any other action or proceeding.

44. DEFINITION OF "LANDLORD".

The term "Landlord" as used in this Lease shall mean only the owner, or the mortgagee in possession, for the time being, of the Building (or the owner of a lease of the Building), so that in the event of any sale of the Building or of said lease, or in the event of a lease of the Building, the said owner shall be and hereby is entirely freed and relieved of all covenants and obligations of Landlord hereunder, and it shall be deemed and construed without further agreement between the parties or their successors in interest, or between the parties and the purchaser, at any such sale, or the said lessee of the Building, that the purchaser or the lessee of the Building has assumed and agreed to carry out any and all covenants and obligations of Landlord hereunder.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease as of the day and year first above written.

LANDLORD:

VELASTATE CORP.

By: _____
Carl Vella, President

TENANT:

SHEVA HEALTH & WELLNESS LLC

By: _____
Name:
Title:

EXHIBIT A

SAJE



DESIGN BUILD TRANSFORM

Saje Build LLC
368 New Hempstead Road
Suite #259
New City NY 10956
controller@sajebuild.com
www.sajebuild.com

Security Specs

Attachment - D

Operating Plans

1004.5 (b(4)) an operating plan that includes a detailed description of the applicant's manufacturing processes, transporting, distributing, sale and dispensing policies or procedures.

Section 1
Manufacturing

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

Section 2

Transportation and Distribution

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

Section 3

Dispensing and Sale

Dispensary Operations

We at Sheva Health and Wellness are committed to serving the needs of NY patients and implementing a professional and compassionate approach to the dispensing of their cannabis-based medications. We believe in providing an environment that is clean, welcoming, accessible, and secure for patients to obtain this medication and the information/education necessary for the safe dosing and usage of each form of medical cannabis that we provide. SHW has clear guidelines set in place to effectively track and monitor our product through the dispensing and sale phase of production. This begins with our dispensing facility design and continues with facility sanitation, product packaging/labeling/storage, our integrate seed-to-sale tracking system, and extensive staff training & protocols. This will ensure that a safe and quality supply of medical marijuana is available to all our patients registered in New York State at all times.

Our Facilities:

Our four dispensary locations are geographically dispersed in order to provide for the various patient populations across the state. All four facilities combined create a total of 20,000 s.f. and have the capacity to handle up to 1,000 patient visits per day. Each facility is equipped with a secured entryway, patient waiting lounge, ADA restrooms, pharmacist consultation rooms, our dispensing room, employee break room, dispensary manager's office, and the security personnel office as described below:

1. Security Entrance - As highlighted in our Security Plan, the entire facility is most appropriately secured. The duration of our patients' experience at our dispensary locations will be that of entering and exiting a secure location where they feel that their physical safety and personal privacy are protected at all times. All patients must first pass through our security-controlled entrance, where they will be required to demonstrate their legal, patient status which will be verified by onsite personnel before granting admittance into the facility. All guests will be asked to show state identification along with their current, NY state-issued patient card for verification by dispensary personnel before being admitted into the facility waiting room. Upon the successful verification and screening of a patient's medical marijuana documentation and entry of pertinent patient information into electronic verification system, patients shall be admitted into the facility and directed to the patient waiting lounge.

2. Patient Waiting Lounge - Once inside our facility, patients will be asked to sit in our designated patient waiting area until they can be called up for their consultation. (New and existing patients will have the option to request a private room for consultation with our Dispensary Pharmacist.) The patient waiting lounge will be equipped with clean and comfortable seating, drinking water, patient education materials on the benefits, safety concerns and

innovations of cannabis-based medications and dosing, and access to ADA bathroom facilities. From here, each patient will be called, in order of arrival, to one of our consultation rooms for consultation with our dispensary pharmacist.

3. Consultation Rooms - Our dispensaries are built with a number of patient exam/consultation rooms for the safety and privacy of our clients. Each room will provide an isolated environment for patients to discuss with our onsite pharmacist any questions or concerns they have about their personal medical conditions and how our various medical cannabis products can be safely and consistently administered to alleviate such ailments. In these rooms, new patients will be given an intake form, so that their medical history can be documented to create a new patient profile. Existing patients will be asked to fill out a quick form updating their current medical condition(s) and indicating how effective their previous medications have been. This will allow the pharmacist to tailor his/her recommendations for proper brand, dosing and devices to meet the specific needs of each and every patient. After this consultation, each patient will be escorted to our Dispensing Area to review and purchase our medical cannabis products

4. Dispensing Area - Each location's Dispensing Area is where all medical marijuana and related products shall be on display, and where product selection, and monetary transactions shall occur. All staff shall be courteous and polite to customers. All Dispensing Room staff are required to wear company-issued or approved uniforms, unless policy changes.

All Sheva Health and Wellness medical cannabis products shall be displayed under transparent service counters, under glass or clear acrylic, or be displayed on display racks or refrigerated units behind the counters. When assisting a patient, dispensary staff shall be limited to presenting 3 containers to any patient(s) during any given time. Staff shall only allow the patient to visually inspect products, upon patient request.

Once patients make their decision, the medical cannabis product will be dispensed by our staff. The assisting staff member shall then:

- (1) using only approved containers, dispense the appropriate amount of products in full view of the patient;
- (2) collect payment from patient;
- (3) enter the purchase data into that patient's profile in inventory control system
- (4) print out the patient-specific product label for the transaction, affix onto the container; and

- (5) hand the product, and receipt, to the patient.

After completing their purchase, the patient will exit through security who will offer a security escort to the patient's vehicle or mode of transportation.

5. Cleaning/Sanitation - All contact surfaces in our dispensary will be non-reactive, non-additive, and non-absorptive to maintain the safety, identity, strength, quality, and purity of the marijuana. Strict sanitation protocols will be employed to regularly sterilize all surfaces in our dispensary rooms, and to wash and sterilize dispensary equipment. All processing and packaging work surfaces and equipment will be cleaned immediately after use, or at the end of each work day. Daily, all dispensary room floors will be vacuumed and/or swept, mopped and air dried. All dispensary room walls, fans and other exposed equipment will be cleaned twice a month. Any shipping, receiving and storage areas will be cleaned weekly and floors will be swept, mopped and then air dried.

Packaging, Labeling and Storage:

All medical cannabis products must be properly packaged and labeled. Except in cases where dispensary staff need to package or re-package any materials, this will always occur at our manufacturing facility before transport to our dispensaries. Packaging will be tamper proof and child-resistant to conform to 16 C.F.R. § 1700 and will protect contents from contamination without imparting any toxic or deleterious substance to the marijuana inside.

The Dispensary Manager will be responsible for the identification, storage, handling, sampling, examination, and testing of labels and packaging pursuant to written procedures. He or she will ensure the control of label issuance. He or she will ensure strict control over materials issued for labeling. All labels for a batch will be carefully examined to ensure conformity to the Adopted Regulations. Containers and packages will be examined during the finishing and packaging process to ensure that correct labels are applied. When finishing and packaging are complete, the manager will select representative samples and carefully examine all products and labels to ensure all have been properly labeled. The results of both examinations will be recorded.

After all finished products have been properly packaged and labeled, they must be moved as soon as possible, into our secured, locked vault. These finished products will remain in our secured vault, where they will be organized by batch, product type and date of manufacture. Any products requiring cool storage will be secured in our internal vault refrigerator. Products will be checked regularly to ensure they are contamination free. Only upon management's direction, may finished product then be transferred from our vault room to our Dispensing Area for sale.

Inventory Tracking & Record Keeping Protocol:

As part of our compliance with an integrated plan for the care, quality and safekeeping of medical marijuana from Seed-to-Sale, we require all operations to be tracked by our interactive IT-based inventory control system. The software will allow us to, at any given time, have a clear understanding of exactly what we have on hand and exactly where each marijuana product in our inventory is within the facility. For the dispensary, the inventory tracking system will document each day's beginning inventory. By adhering to the Seed-to-Sale tracking methodology, Sheva Health and Wellness (SHW) is in essence also creating a unique database for every registered New York State patient being prescribed medical marijuana within our company.

Sheva Health & Wellness will use the state-approved seed-to-sale tracking software, such as *BiotrackTHC*, an inventory control system designed specifically for tracking and recording all cannabis growth, processing, packaging, delivery and point of sale purchases. *BiotrackTHC*'s features include: (1) automatic enforcement of state and patient sales limits; (2) user authorization configuration (set individual permission settings per employee); (3) customizable loyalty/discount programs; (4) built-in text messaging/email marketing; (5) product label print out, with customization (product ID/weight/THC/additives/etc.); (6) automatically generate price based on product weight; (7) medical marijuana card and driver's license expiration dates and will not allow purchases if card(s) are expired; (8) patient scheduling; (9) integrated scales/receipt printers/label printers (receipt printer content is customizable); (10) customizable fields; (11) built in instant messaging capabilities (send messages between terminals); (12) multiple location configurations; (13) patient member levels; (14) drawer payouts; (15) patient document scanning; (16) patient notes/purchase history/wait time; (17) built in employee time clock/management; (18) cumulative price points; and (19) a cash closing feature.

We would like to highlight that before a registered employee completes a sale within the system, *BiotrackTHC* can prompt for identity verification of the patient, and internally verify that the patient does not exceed their legal limit. The system can even apply a limit on a patient to patient basis and prohibit a registered employee from dispensing anything over the established limit.

The Dispensary Manager and staff are responsible for the oversight of the inventory control system as it relates to all dispensary operations. Changes or updates made in the inventory system will be restricted to only authorized personnel as directed by the Dispensary Manager. A unique pin number will be assigned or created for each authorized employee, which is required to be entered before being able to update/change any inventory data in the system. This allows for the tracking and documentation of what changes were made, at what time, the reason, and by whom.

If at any time the amount of marijuana on hand is increased or reduced in a way that is not documented in the electronic inventory control system, our personnel must alert and advise their

supervisor, and team steps will determine the source of the discrepancy. After identifying the source, corrective action will be taken to ensure that there will be no further variance from expected amounts. Any loss of product will be reported to regulatory authorities, and if criminal activity is suspected, it will be reported to the State and relevant law enforcement agencies.

Dispensary Staff Training & Dress Code:

Initially, all Sheva Health and Wellness personnel, including all owners, managers, and officers, are given a hardcopy of the Sheva Health and Wellness Operations Manual, which everyone is required to read, and afterwards sign an attached attestation that they have understood its contents and agree to abide by the policies and protocols contained therein. Secondly, our Dispensary Manager will coordinate all subsequent staff education and training. From our frontline staff to our behind the scenes cultivators, production staff, and executive management team, everyone will be trained in all aspects of the business and the medical cannabis industry at large. Our objective in establishing a dress code is to allow our employees to work comfortably and safely. These rules will help to protect employees, prevent contamination of our products, and project a professional image to outside visitors. Torn or soiled clothing or footwear is unacceptable. Avoid clothing that has images that are political or religious in nature, are sexually provocative, use profanity, or may cause insult or offense to other employees. Supervisors have the authority to send employees home without pay to change and/or “clean up” if they report to work in any manner deemed inappropriate. Employees are required to remove all plant odors from their person and clothing before leaving work for the day.

Specialized Dispensary Training

All employees will also go through an extensive, on-site dispensary training regimen. This will include a training video (produced in-house) introducing all new hires to the dispensary and protocols of our facility. Then our staff will receive on-the-job training with experienced staff. New and experienced staff alike will receive regular performance and skills assessments by the managers, and all staff will receive quarterly retraining by our Dispensary Managers, including any new techniques and technologies implemented in the facility.

BiotrackTHC (or approved seed-to-sale) Training

All employees will receive initial and quarterly trainings on the seed-to-sale tracking system. Dispensary staff will be responsible for learning the ins and outs of the system in order to record all Division-mandated data, and to track the myriad dispensary processes, daily tasks, and production metrics of our facility. As needed, ongoing training and technical support will be provided by *BiotrackTHC* for re-training and when new features are added to the system.

Strict Adherence to Treating Only NYS Approved Diseases

Sheva Health and Wellness (SHW) will be scrupulous in only treating New York State approved diseases.

DOH and NYS Access

Sheva Health and Wellness (SHW) will allow the New York State and the Department of Health full access to our Seed-to-Sale tracking system at all times.

Section 4

Devices

Sheva Health and Wellness will be following NYS guidelines when it comes to manufacturing medical marijuana devices. We will be dispensing our product only in the three forms which New York State permits. The main component in all medical marijuana at SHW will be the oil which will be extracted from our in house plants.

Medical Marijuana Vaporizers

A vaporizer will gently heat the marijuana at a low temperature so as not to reach the point of combustion. Using digital accuracy, the active medical components will be released optimally, while at the same time producing fewer harmful byproducts. This method ensures that all registered patients of SHW will be receiving optimal medicinal results without exposing themselves to any harmful, unwanted side effects.

Oral Syringe

Medical Marijuana will also be dispensed through oral syringe. Sheva Health and Wellness, will adhere to NYS dosage laws, which states that when dispensing medical marijuana no dose can exceed more than 10 ml.

Oil Capsules

THC, the most potent medicinal compound found in marijuana, will be available by prescription and then crafted by our licensed pharmacists. Registered patients will be prescribed capsules in the proper dosage based on their specific medical needs.

We will be scrupulous in ensuring that all of our employees are educated in Department of Health and NYS regulations and laws pertaining to devices and dosages of medical marijuana.

Sheva Health and Wellness is aware that NYS has only approved three devices for the purpose of medical marijuana. We are committed to carefully adhering to these guidelines, while at the same time staying on top of any new innovations that fall within the parameters of New York State and Department of Health regulations. If and when, NYS revises and expands their options when it comes to devices pertaining to medical marijuana, Sheva Health and Wellness will be sure to implement changes so as to readily offer our registered patients to the newest and most effective options in medical marijuana.

Section 5
Security and Control

SHW has prepared a security plan to satisfy the requirements of Section 3369-a of the New York Public Health Law (PHL) Chapter XIII, Part 1004.13. This security plan addresses the possible threat of theft for the purpose of personal use or resale. Threats arising from both external and internal sources were considered in the making of the aforementioned security plan.

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Section 6

Standard Operating Procedure

Formulated under the direction and guidance Pharmascript – the seventh largest pharmaceutical company in the United States – Sheva Health & Wellness is proud to introduce our state-of-the-art manufacturing facility. Along with Pharmascript’s extensive experience in patient caregiving and vast knowledge of pharmaceutical procedures and protocol, SHW will serve as a model for the inaugural New York State Medical Marijuana Program. We will implement a Comprehensive Sustainability Model, which incorporates eco-friendly design and quality control practices, aimed at maximizing product excellence and safety, while protecting precious water, land and air resources in our local community and the planet. This model will include the use of a “Zero Waste” irrigation system, only watering the plants as needed, and capturing effluent water for state of the art desalination and reuse in subsequent irrigation. We will severely limit the use of synthetic grow media and synthetic nutrient amendments, and restrict all pesticide and fungicide application to OMRI-listed organic products. We will reuse our soil mix and planting equipment from cycle to cycle, minimizing facility waste. We will also be using highly efficient LED lights and engineering solar farm to power our facility. These, combined with greenhouse cultivation, using year-round natural sunlight, complete environmental control with state of the art HEPA filtration and the use of HVAC technologies, will serve to dramatically reduce the power consumption and the ecological footprint of our facility. We will be the gold standard for producing the highest quality medicinal Marijuana in the state of New York, applying the latest in sustainable cultivation and product manufacturing.

Company Policy

SHW takes pride in that fact that we have high standards for both our product as well as company personnel. It is our belief that a company only operates as efficiently as the policies and procedures it stresses upon. All of our employees will be carefully selected and thoroughly trained in company policy and procedure prior to employment, to ensure systematic quality assurance across all departments.

EEO (Equal Employment Opportunity)

Our minority group employees are afforded equal opportunities without discrimination on the basis of race, creed, color, native origin, sex, age, religion, disability, marital status, and or sexual orientation. EEO policy will apply to all areas of employment.

Sexual Harassment

SHW is committed to preserving a work environment, free of any sexual harassment. Harassment is against the law and is a form of gender discrimination. Our employees will be made aware of these policies prior to being hired, the policies will be reviewed annually and modified if needed.

Employee Training and Education-

To ensure a premium product, SHW will offer training and seminars pertaining to the different fields involved in medical marijuana production. Our employees are expected to attend the lectures and trainings, so as to stay on top of the latest innovations and any concepts that may benefit SHW.

Prior to Employment, all Sheva Health and Wellness personnel, including all owners, managers, and officers, will be given a hardcopy of the Sheva Health and Wellness Operations Manual. They will be required to read, fill out, and sign an attached attestation that they have understood its contents and agree to abide by the policies and protocols contained therein.

Our Production Manager, will coordinate all subsequent production staff education and training. This training will be in conjunction with cross-training in cultivation techniques, under our Director of Cultivation. Many hours will be spent educating the entire staff and we will take pride in having the best-educated employees in our facility. Everyone from our frontline staff to our behind the scenes production staff and executive management team will be trained in all aspects of the business and the medical marijuana industry at large.

Initial & Quarterly Training

The Production Manager will ensure all production employees will receive initial and quarterly trainings in all aspects of decontamination, production, quality control, inventory control, workplace safety, and security, in particular security and inventory control protocols (with particular emphasis on *BiotrackTHC* usage, and accurate weighing and measuring).

Employees from all divisions of the company will be cross-trained to a reasonable degree, in order to allow fluidity and efficiency at our cultivation, production and dispensing facilities. Thus, all cultivation staff will receive initial and annual trainings that will include extraction methods, product infusion and packaging, dispensary operations, patient relations, and new product and medical science updates. All non-production staff will receive initial and annual training that include extraction, quality control, production and safety protocols, harvesting and packaging procedures, inventory control protocols, and new technology updates.

Specialized Production Training

All employees will additionally go through an extensive, on-site, production training regimen. This will include a training video (produced in-house) introducing all new hires to the equipment and protocols of our facility. Staff will then receive on-the-job training with experienced staff members on all production practices. New and experienced staff alike will receive regular performance and skills assessments by the managers, and all staff will receive quarterly retraining by our Director of Cultivation, Production and other Managers, as well as by hired

consultants with expertise in extraction, infusion and cooking. All staff will also be educated about new products, techniques and technologies implemented in the facility.

Extraction Training

All employees must complete training in order to operate the Waters sub/supercritical CO₂ extraction machine without supervision. Personal instruction and training on the Waters will be given by the Waters representatives, and by the Production and other Managers. The initial training is complete when the employee demonstrates to the manager that he/she can safely and effectively operate the Waters machine alone.

Facilities Security Training

All Sheva Health and Wellness employees and any possible contractors, will be trained on the security protocols of the facility. They will be given an understanding of what security measures are in place, why those measures are important, and how to operate within those measures. Employees will be made profoundly aware that any deviation from proper security protocols will be recorded, and depending on the severity of the deviation; punishment, prosecution and or termination may result.

Education

All production staff will undergo rigorous training about the marijuana plant, our horticultural technologies and systems, and the protocols for tracking infused product production from “Seed-to-Sale” in our Inventory Control System. New hires will attend a comprehensive in house training course including classes such as *Federal vs. State Law, Politics & History, Legal Rights & Responsibilities, Methods of Extraction, , the Science of Marijuana, Economics, Advocacy, Patient Relations, Procurement and Allocation, Dispensary Operations and Business Relations, Marijuana Legal Structures, Interacting With Law Enforcement, Delivery Services, and Horticulture101&102.*

New Hires and Ongoing Training

New-hires and ongoing training will include such topics as Staff Decontamination, Harvest, Trimming, Drying, Curing, Weighing, Packaging, Disposal, Cleaning & Sterilization, and how to use our Inventory Control System (*BiotrackTHC*).

BiotrackTHC Training

Under our contract with *BiotrackTHC*, all employees will receive initial and quarterly trainings on the seed-to-sale tracking system. Production staff will be responsible for learning the ins and outs of the system in order to record all Division-mandated data, and to track the multiple production processes, daily tasks, and production metrics of our facility. Ongoing training and technical support will be provided as needed for re-training and when new features are added to the system by *BiotrackTHC*.

Confidentiality and HIPAA Compliance:

SHW pledges to keep all personal information collected from but not exclusive to patients, physicians, caregivers, family members and therapists, confidential, secure and private. Our privacy policy has been designed and created to ensure that anyone affiliated with Sheva Health and Wellness understands our commitment to meet their security and privacy standards.

Conflicts Of Interest

Sheva Health and Wellness expects that all employees will perform their duties with integrity and have the best interest of the company in mind. Employees must never use their position and/or knowledge gained as a result of being employed with SHW, for personal advantage. Regardless of circumstances, if an employee senses that a course of action they have pursued or are presently pursuing may involve in a conflict of interest with SHW, they must immediately voice their concerns with their Supervisor.

State of the Art security systems

SHW will go above and beyond with regards to the safety of its personnel, product and facility. The company will be outfitting the facility with a cutting edge security system. Our employees will also be systematically trained to adhere to the strict security regulations that are set in place.

Health Regulations

SHW will be meticulous in our adherence to the health regulations standards set forth by the State of New York. All employees will receive comprehensive guidelines which will list all rules and regulations governing Medical marijuana. A strict emphasis will be placed on employee hygiene and proper sanitization. The guidelines will be explained at employee orientation, and placed throughout the facility.

Worksite Safety

It is in SHW's best interest that all employees adhere to the safety rules and regulations of SHW. Every department will receive a tailored set of guidelines to ensure a safe and controlled working environment. These include but are not limited to:

- Fire Prevention Training
- Job Hazard Analysis
- Protective Equipment Policies
- Personal Protective Equipment
- Protocol for Reporting Accidents
- Clearly Defined Disposal Policies
- Emergency Action Plan
- Emergency Eye Flush Stations

Code of Conduct

It is incumbent upon all SHW employees that they adhere to the Employee Code of Conduct that will be formally set in place at the company orientation. SHW expects its employees to behave in

a businesslike manner at all times. Drinking, profanity, gambling, fighting and similar unprofessional activities are strictly prohibited while on the job.

Environment Friendly:

SHW is responsible for ensuring that an environmental policy is implemented. All employees have a responsibility to make sure that the goals and objectives of our policy are being met within their department. We endeavor to:

- Comply with and when possible exceed all relevant regulatory requirements
- Continuously improve and monitor environmental performance
- Incorporate environmental factors into business decisions
- Use only the finest quality organic and green products that enhance productivity while simultaneously promoting environmental awareness
- Increase employee awareness with annual training

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DOSATRON®

WATER POWERED DOSING TECHNOLOGY

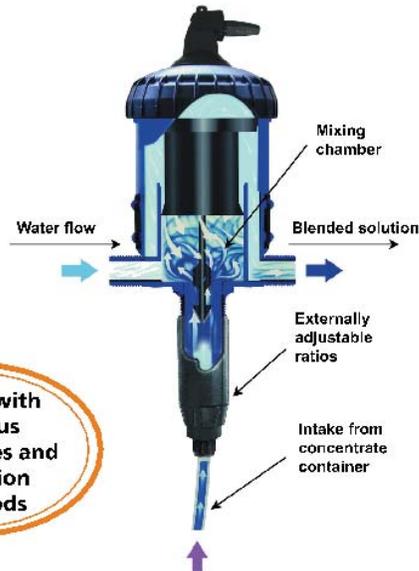
Nutrient Delivery System

Water-Powered Dosers

Dosatron fertilizer injectors are water-powered so no electricity is necessary. They are simple to use and easy to adjust allowing for flexible dosage rates, and they are easy to maintain saving you time and effort.

Our injectors are great for:

- Micro
- Grow
- Bloom
- Supplements
- Stimulants
- Organics
- Compost Tea
- Beneficials
- pH Up/Down
- Fungicides
- Insecticides
- Sanitizers
- Peracetic Acid (PAA)



Works with Various Substrates and Irrigation Methods

Learn more about Dosatron at:

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727-443-5404

www.dosatronusa.com



Scan the QR code to learn more.

Dosatron Nutrient Delivery System

As Shown Here:

- Start Panel
- (4) Doser Expansion Panels
- Nutrient Monitoring Panel with Mixing Chamber



*Depending on incoming pressure and flow.

Benefits of the Dosatron System:

- ⊗ Can be used to accurately fill reservoirs or in a drain to waste system — eliminating the need to measure and pour
- ⊗ Easy to adjust the amount of nutrient being dispensed — simply turn the dial to set the necessary output
- ⊗ Designed to perform in both indoor and outdoor environments
- ⊗ Precise nutrient management will save the grower money by eliminating waste and increasing yields
- ⊗ Simple and inexpensive to maintain — easy to use

UNIT SPECIFICATIONS

All Purpose Nutrient Injectors				
MODEL	D25RE09	D25RE2	D14MZ10	D14MZ3000
MAX. FLOW	11 GPM	11 GPM	14 GPM	14 GPM
MIN. FLOW	0.05 GPM	0.05 GPM	0.05 GPM	0.05 GPM
INJECTION PERCENTS	0.1% to 0.3%	0.2% to 2%	1% to 10%	0.03% to 0.3%
INJECTION RATIO	1:1000 to 1:112	1:500 to 1:50	1:100 to 1:10	1:3000 to 1:333
INJECTION RANGE	3.5 to 35 mL per gal	1.5 to 15 tsp per gal	8 to 78 tsp per gal	1.5 to 12 mL per gal
PRESSURE RANGE	4.3 to 85 PSI	4.3 to 85 PSI	7 to 85 PSI	4.3 to 85 PSI
CONNECTIONS	3/4" NPT	3/4" NPT	3/4" NPT	3/4" NPT

All units include: mounting bracket, suction hose, weighted strainer, and operating manual.
Please review the basic installation drawing for recommended accessories.

MAXIMUM TEMPERATURE: 104 °F

2015-02 PF NDS 2008-03-HORT022

Transport and Distribution

An integral part of the safekeeping of medical Marijuana from Seed-to-Sale is our transportation plan. As our manufacturing location is an entirely self-contained and integrated medical Marijuana production facility (cultivation/extraction/formulation/packaging), we are spared most product security transportation concerns until the need to transport these products to one of our four dispensary/retail locations or a State-approved testing lab.

Transportation Overview

Since Sheva Health & Wellness will be selling Marijuana directly to our patients and regularly testing these products before they are made available for sale, security extends beyond the walls of the property. It is our responsibility to ensure that finished products arrive safely at their destinations. All removal of Marijuana products from our facility will only be done by authorized and designated staff and security personnel implementing the strict Transportation Protocol described below.

Seed-to-Sale Inventory Tracking (Transportation)

In compliance with State regulations, when any transfer takes place, details of all transfers will be entered into our electronic inventory control system, of which records and data will be available at all times to the approved personnel. These details will include the amount of Marijuana products transferred, the strain of that Marijuana, the batch number, the required independent laboratory test result data, the name and agent number of each of the transportation personnel, the name and location of the receiving medical Marijuana establishment, the name and agent number of the representative who received the Marijuana on behalf of the delivery location, and the time and date of the transfer.

Transport Vehicle

Our secure vehicle will be used for all deliveries, and will have no markings indicating its association with the transportation of Marijuana, or its connection with Sheva Health & Wellness. All transport vehicles will be operated by two authorized and designated personnel. The delivery vehicle will be equipped with a secure hold and lockbox which keeps products out of view and provides for the safe and sanitary transportation of Marijuana products. Agents in the vehicle will be equipped with phones and radio devices ensuring the constant ability for contact with the establishment from which the Marijuana is being transported, the establishment to which the Marijuana is being transported, and proper authorities in the event of an emergency. It will also be equipped with a panic button to be used in those situations. The vehicle is also equipped with GPS tracking, so our security company can monitor its position at all times, including intra-route monitoring as the delivery passes through various checkpoints, required for each pre-mapped, designated route.

Loading of Deliveries

All loading of Marijuana from the facility will be conducted within the secure, internal loading bay. The vehicle will pass through our commercial loading door, entering into our internal loading bay, at which point the commercial loading door will close.

The overhead commercial door leading to the secure loading bay and receiving area will be separated from the rest of the facility by another security door. This internal security door will not be able to be opened concurrently with the overhead commercial door. Once the secure vehicle has pulled in and powered off, the overhead commercial door can be closed, and the security door to the facility can be opened. At this point, Marijuana products can be moved from the secure safe in our vault/product holding room, to the internal loading bay, and onto the vehicle.

Documentation

Any Marijuana removed from our facility will first be weighed, properly documented in our Seed-to-Sale control system, and all agents removing Marijuana from the facility recorded by our electronic verification system. All product(s) will be weighed when checked out of the safe, and again at the final destination. All measurements will be recorded in the Seed-to-Sale control system to prevent and detect diversion. All agents, whether designated staff, security or licensed agents of the State testing lab who remove Marijuana from our facility will be documented and required to follow these protocols while on our facility premises.

Delivery & Trip Plan(s)

For every delivery, a pre-arranged trip plan and shipping manifest will be created before any transportation occurs. This plan will include the name and registration card number of each MME agent involved during transportation, the date and time of the trip, a description of all products being transported, and the route to be followed. The agent in charge of the transportation will carry a copy of the trip plan, and all personnel on a transportation vehicle will have their MME agent registration cards in their immediate possession. Sheva Health & Wellness will always send a minimum of two agents on all transports as an added layer of security, and at no time during a transport (except for in the case of an unforeseen emergency) will the vehicle be left without an agent inside. A copy of this trip plan will be provided to the receiving Dispensary agent.

Once the Marijuana is weighed, checked out of the facility, and put into the secure hold of the transportation vehicle, the two transportation personnel will be responsible for securely delivering the Marijuana to its end destination according to the trip plan. The exact routes for each delivery will be randomized for security purposes, but the selected route for each specific trip will be documented in the trip plan prior to departure. The van will make no stops except for emergencies. Any stop or other deviation from the trip plan will be documented and investigated.

Vehicular accidents will be reported to facility security personnel immediately, and if a vehicle is immobile, an immediate response team will secure the shipment in an approved secured vehicle and complete the transportation.

Drop Off

Upon arrival at the destination, the transportation agent in charge and the accompanying agent will provide their MME agent registration cards to the receiving facility's security agent(s). After pulling into the receiving area of the facility, the transportation agent in charge will exit the vehicle and then verify and record the MME agent registration card of the receiving agent. Once verification is complete, the transportation vehicle secure hold can be opened and the product will be weighed and counted for the final time, checked out of the vehicle using the recipient's inventory control system, and delivered to the receiving agent. The end time of the trip will be recorded.

Along with the Marijuana products, the receiving establishment will be given the information regarding the batch results of the independent testing laboratory which performed the required quality assurance tests.

Loss or theft of Marijuana during transportation will not be tolerated. As soon as agents become aware of loss or theft, they will be required to notify Sheva Health & Wellness' on-site security personnel. This will immediately be reported to the facility managers and proper authorities. All trip reports, amendments, loss reports, theft reports, and other transportation logs will be kept on file at our facility and will be available to the State upon request.

Receiving Manifest

Prior to each delivery of any Marijuana materials received at our facility, a pre-arranged receiving manifest will be created. This plan will include the location from which the shipment is coming, the name and registration card number of the MME agent in charge of the transportation, the date and time of the scheduled delivery, the name and registration card number(s) of the receiving MME agent(s), and a description of all products being delivered, including type, quantity ordered and itemized cost of the delivery. A copy of this checked and signed receiving manifest will be provided to the MME agent(s) who transported the shipment, upon taking custody.

Receiving Protocols

Upon arrival at one of our dispensing facilities, the on-site security personnel will verify the identity of the transportation agents and match their trip plan against our existing receiving manifest. The agent in charge of the transportation will hand over their agent registration cards and a copy of their signed trip plan. Our security personnel and/or dispensary staff will verify

and record the delivery personnel's MME agent registration cards and will provide a copy of the receiving agent's MME registration card for verification by the transporting agent.

Once verification is complete, the vehicle's secure hold can be opened. The unloaded product will be weighed and counted for the final time and delivered to the receiving agent, and all parties will then cross-check items listed in the transportation plan and receiving manifest and verify that all items have been successfully delivered to our receiving facility. Along with the Marijuana product, dispensary receiving agents will be given information regarding the batch results of the independent testing laboratory which performed the required quality assurance tests. All parties will sign both the transportation plan and the receiving manifest.

Sheva Health & Wellness' receiving agent(s) will then enter all new inventory data into our seed-to-sale tracking system and transfer all products to the secured vault in our facility. Once all Marijuana products have been safely secured in our vault, our on-site security can allow for the departure of the transportation vehicle and agents. Once the transportation vehicle has departed, our on-site receiving agent(s) will document the ending time on the receiving manifest.

Packaging and Labeling

All marijuana not immediately transferred to the Extraction Room and all extracted oils and products will be properly packaged, labeled and securely stored. Each batch of packaged material will be labeled with the variety, batch number, quantity, harvest date, and packaging date. The Cultivation and Production Managers will be responsible for the storage, handling, examination, inventorying and testing of the packaged/labeled material. He or she will ensure strict control over materials issued for labeling. All labels for a batch will be carefully examined to ensure conformity to the regulations. When formulation and packaging are complete, the manager will select representative samples and carefully examine all products and labels to ensure accuracy. Containers and packages will be examined during packaging and throughout the storage process to ensure that correct labels are applied, and that the material remains free from damage, contamination and diversion.

All marijuana products, extracts, mixtures & finished goods must be properly packaged and labeled. Packaging will be tamper proof, child-resistant and air-tight to protect contents from contamination without imparting any toxic or harmful substance to the medicine inside. All products will be packaged in transparent containers, as long as such packaging does not appeal to children.

All marijuana extracts and products, at the minimum, will include the following information on each product label: (1) SHW facility name; (2) clearly and unambiguously as "medical marijuana"; (3) the brand and/or device of marijuana form; (4) the weight, concentration, and content of THC and CBD; and (5) the batch number.

The Production Manager and Cultivation Manager will be responsible for the identification, storage, handling, sampling, examination, and testing of labels and packaging pursuant to written procedures. They will ensure strict control of label issuance and over materials issued for labeling. All labels per batch will be carefully examined to ensure conformity to the adopted regulations. Containers and packages will be examined during the finishing and packaging process to ensure that correct labels are applied. When finishing and packaging are complete, the manager will select representative samples and carefully examine all products and labels to ensure all have been properly labeled. The results of both examinations will be recorded.

After all finished products have been properly packaged and labeled, they will be transferred as soon as possible, into our secured, locked vault. These finished products will remain in our secured vault, where they will be organized by batch, product type and date of manufacture. Any products requiring cool storage will be secured in our temperature controlled internal product vault. Products will be checked regularly to ensure they are contamination free. Only upon management's direction, finished product may then be transferred from our vault room to our internal loading bay, for transporting our products to our dispensing centers.

Contamination, Recalls & Disposal Tracking

While we aim to waste no product, there will be instances in which we will need to dispose of excess, damaged, or unwanted plants or product. We must ensure that all marijuana is rendered unusable. All Marijuana waste products will be handled securely and tracked in our Seed-to-Sale inventory database. Items typically disposed of include culled plants, excess leaves that cannot be transferred to processing or used internally, product that is damaged to the point of being unusable, products that are contaminated and products that fail any testing standards

If at any time during the process, there is discovery of contamination, disease, or potential hazard associated with any Marijuana or processed products, our Seed-to-Sale control system will be able to identify any and all materials and products from that production batch in order to implement full product recalls and proper disposal.

Any disposal of Marijuana or products from a batch must also be documented, including the reason for the disposal, the number and weight of unusable plants, the date of the disposal, confirmation that the Marijuana was rendered unusable before the disposal, the method of disposal, and the name and agent number of the agent responsible for the disposal.

If at any time the amount of Marijuana on hand is increased or reduced in a way that is not documented in the Seed-to-Sale inventory control system, our personnel must alert and advise their supervisor, and team steps will determine the source of the discrepancy. After identifying the source, corrective measures will be taken to ensure that there will be no further variance from

expected amounts. Any loss of product will be reported to regulatory authorities, and if criminal activity is suspected, it will be reported to relevant law enforcement agencies.

In any instance where we may need to quarantine or dispose of excess, damaged, or unwanted product, product is damaged to the point of being unusable, products are contaminated, or products do not pass testing standards, we must ensure that all Marijuana is rendered unusable. All Marijuana waste products will be handled securely and tracked in our Seed-to-Sale inventory control database.

All trash will be handled in a secure manner. To accomplish safe disposal, all Marijuana waste material, after weighing and entry into the Seed-to-Sale tracking system, will be ground with cardboard, soil or other compostable materials to create an end product that is at least 51% non-Marijuana material. This product will then be transported to our locked waste bin located inside the negative-pressure Disposal Room of the facility. This dumpster will be kept locked at all times, where product will be kept until it can be safely transported for disposal.

Section 7

Quality Assurance Plan

Sheva Health and Wellness' (SHW) quality assurance plan is the hallmark of our company. SHW is fully committed to producing the most superior quality medical marijuana available for consumer. To demonstrate our commitment to the production of premium medical marijuana, strict quality assurance protocols will be instituted and strictly implemented throughout the complete cultivation process.

Staff Education & Training Plan

Initially, all personnel, including all owners, managers, and officers (plus all on-site 3rd party contractors), will be given a hardcopy of the Sheva Health & Wellness Operations Manual, as required reading, and afterwards sign an attached attestation that they have understood its contents and agree to abide by the policies and protocols contained therein. Secondly, our Director of Manufacturing, will coordinate all subsequent staff education and training. We will utilize the expertise of our Quality Assurance Liaison and industry expert, Joey Ereñeta, to initially and regularly train our employees and assess their knowledge and skills. Joey's position and experience as Lead Horticulture Instructor for Oaksterdam University, offers a level of excellence in education found rarely in this industry. Many hours will be spent training the entire staff and we will take pride in having the most-educated employees working at our facility. From our front-line staff to our behind-the-scenes cultivators and executive management team, everyone will be trained in all aspects of the business and the medical marijuana industry at large.

Initial & Quarterly Training

The Director of Manufacturing will ensure all cultivation employees receive initial and quarterly training sessions in all aspects of decontamination, cultivation, MMJ quality control, inventory control, workplace safety, and security, and particularly security and inventory control protocols (with special emphasis on Seed-to-Sale tracking software usage, and accurate weighing and measuring).

In order to allow fluidity and efficiency at our cultivation, production and/or dispensing facilities, employees from all sections of SHW will be cross-trained to a reasonable degree. Thus, all cultivation staff will receive initial and annual training which will include extraction methods, product infusion and packaging, and new product and medical science updates. All non-cultivation staff will receive initial and annual training that will include plant lifecycle, quality control, cultivation protocols, harvesting and packaging procedures, inventory control protocols, and new technology updates.

Facilities Security Training

All SHW employees and contractors, if any, will also be trained regarding the security protocols of the facility. They will be given an understanding of which security measures are in place, why those measures are important, and how to operate within those measures. Employees will be keenly cautioned that any deviation from proper security protocols will be recorded, and that depending on the severity of the deviation, punishment or termination may result.

Education & Specialized Cultivation Training

All cultivation staff will undergo rigorous training about the marijuana plant, our horticultural technologies and systems, and the protocols for tracking plant production from “Seed-to-Sale” in our Inventory Control System. New hires will attend Oaksterdam University's comprehensive classic seminar including such classes as Federal vs. State Law, Politics & History, Legal Rights & Responsibilities, Methods of Extraction, Cooking, Ingestion & Topicals, the Science of Marijuana, Economics, Advocacy, Patient Relations, Procurement and Allocation, Dispensary Operations and Business Relations, Cannabusiness Legal Structures, Interacting with Law Enforcement, Delivery Services, and Horticulture 101 & 102. All cultivation staff at Sheva Health & Wellness will also go through an extensive, on-site cultivation training regimen. A training video (produced in-house) will introduce all new hires to the equipment and protocols of our facility. Then our staff will receive on-the-job training with experienced staff on all clone-to-harvest cultivation practices. New and experienced staff alike will receive regular performance and skills assessments by the managers, and all staff will receive quarterly retraining by the Director of Cultivation and/or our training consultant, including any new techniques and technologies implemented in the facility. New-hire and ongoing training will include such topics as Staff Decontamination, Seed Germination, Mothers & Cuttings Propagation, Transplanting, Topping & Pruning, Nutrients & pH, Water & Irrigation, Pest & Pathogen Prevention/Treatment, Climate Control, CO₂ Supplementation, Lighting and Ventilation, Odor Control, Plant Anatomy & Physiology, Vegetative Growth, Flowering, Ripening, Harvest, Trimming, Drying, Curing, Weighing, Packaging, Disposal

New Hires and Ongoing Training

New-hires and ongoing training will include such topics as Staff Decontamination, Harvest, Trimming, Drying, Curing, Weighing, Packaging, Disposal, Cleaning & Sterilization, and how to use our Inventory Control/Seed-to-Sale system.

Seed-to-Sale Training

Sheva Health and Wellness will incorporate meticulous Seed-to-Sale tracking as per the NYS Department of Health recommendations and regulations. We are committed to scrupulously staying within the parameters and guidelines, the NYSDOH deem necessary for us to adhere. We will implement any and all suggested RFP Seed-to-Sale Tracking and quality assurance methods. All employees will receive initial and quarterly trainings on the seed-to-sale tracking system. Production staff will be responsible to properly operate the system in order to record all State-

mandated data, and track the myriad production processes, daily tasks, and production metrics of our facility. As needed, ongoing training and technical support will be provided by the Seed-to-Sale tracking software SHW and/or training workshops as new features are added to the system.

Community Education (Outreach)

In addition to internal training, Sheva Health & Wellness will also perform community outreach information services educating patients, as well as their caretakers of the potential benefits of medical marijuana as an alternative or adjunctive treatment option. Many patients and their caretakers who have exhausted all standard medical treatment approaches are unaware of the benefits of medical marijuana. As our two physicians and two pharmacists are majority owners, we appreciate our responsibility for providing educational outreach services to the community.

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

Packing and Storing

In compliance with the Seed-to-Sale Tracking system, every plant will receive a unique ID number. This identifier is logged into the system, ensuring that every plant can be quality assurance tested and stringently monitored. When a plant is cut down during the harvesting cycle, it will be securely stored in a locked and labeled container. The system will afford SHW the ability to gather a wealth of information specific to each plant's history and reference back to

eat if need be. SHW will follow complete Seed-to-Sale Tracking methodology, as well as quality assurance standards expected by NYS and the DOH regulations.

Fertilizer and Pesticide Storage Plan

All fertilizers, pesticides and other chemicals on-site shall be stored in a locked, leak-proof, metal container inside our storage room, which is only accessible by proximity ID unlocking. All pesticide package labels, MSDS (manufacturer safety data sheets) and other use-related and safety documentation shall be kept in a file cabinet inside the same locked storage room. Handling of pesticides and other chemicals shall only be done by trained personnel, as follows:

1. Pesticides must be separated from food, feed, seed and other products and stored in a manner that prevents contamination which would cause injury or damage other products or materials.
2. Pesticide products cannot be stored near an open drain. If an open drain is present in a pesticide storage area, pesticides should be moved to a different location and secured in a nonflammable containment area such as a leak-proof metal container or the drain should be permanently closed.
3. Always follow the pesticide label for proper storage, safety precautions and directions for use. The label is the law.
4. Small packaged pesticides may only be stored in the original container.
5. A person may not allow any pesticide or pesticide rinsate to be stored, kept, or to remain on any site without safeguards adequate to prevent an incident.
6. Small package pesticide containers should be stored on an impervious surface and off the floor.
7. Entrances to pesticide storage areas should be posted with warning signs.
8. A State Emergency Incident Notification placard should be posted at firm's place of business.
9. Pesticide storage areas should have sufficient lighting and be adequately ventilated.
10. Floor plan of pesticide storage area should be filed with the local fire department.
11. Schedule with the local fire department at least annual inspections of the pesticide storage facility.

12. A fire extinguisher rated for materials stored should be present in the pesticide storage area.

Disposal Procedure

When a plant is deemed not up to par, Sheva Health and Wellness is equipped with an in house disposal room. This gives us the capability to dispose of inferior product on site, placing quality first is priority. SHW is committed to producing medical marijuana of the highest quality at all times.

While we aim to waste no product, there will be instances where we need to dispose of excess, damaged, or unwanted plants or product. We must ensure that all unusable marijuana is rendered unusable. All marijuana waste products need to be handled securely and tracked in our inventory control database. We typically dispose of:

- excess leaf, trim, and stems that cannot be used internally in the processing facility
- product that is damaged to the point of being unusable
- products that are contaminated
- products that fail any testing standards
- Waters CO2 machine spent plant material

To accomplish safe disposal, all cannabis waste material, after weighing and entry into the Seed-to-Sale tracking system, shall be ground with cat-litter to create an end product that is at least 51% non-marijuana material. This product will then be securely stored in our locked waste bin in the Disposal Room to await disposal. This dumpster will be kept locked at all times until authorized disposal services haul away the unusable material for removal.

Chemical Incident Response

When a leak, overflow, spill, or other signs of an agricultural chemical incident is discovered, the following steps, which comply with State laws regarding agricultural chemical incident cleanups will be initiated;

- *Secure Site:*
 - A secure perimeter will be established to keep all non-essential people out of the incident area.
 - Emergency personnel will be alerted of precautions, as advised by material safety data sheets.
 - Local emergency personnel will be worked with to arrange off-site evacuation if necessary.
 - Area will be ventilated as thoroughly as possible
- *Abatement:*

- If it can be done safely, further leakage from damaged containers will be suppressed.
 - Above-ground runoff will be contained by placing absorbent pillows, clay, other heavy soil, etc., around liquid spills to limit spreading.
 - Underground waterways (storm sewers, sanitary sewers, etc.) will be plugged.
- *Recovery:*
 - Remaining contents of each leaking container will be transferred into a clean empty container of the same type which will be removed from the contaminated area.
 - Any containers that have not been affected by the spill will be separated and arranged to remove, hold, or dispose of pooled contaminated water, soil, etc.
- *Remediation:*
 - The extent and degree of contamination will be determined.
 - Steps for the final clean-up of the incident will be developed.
 - The recovered chemicals and/or contaminated materials will be reused or disposed of.
 - The effectiveness of the clean-up through the collection & analysis of samples will be determined.

Documentation and Record Keeping

Our Inventory Control System, *BiotrackTHC* will allow us to document and track all fertilizer and pesticide usage and inventory. All qualified personnel involved in the handling and application of these chemicals will be trained in the use of this tracking system and enter all data related to usage. We will be able to monitor fertilizer and pesticide stock and generate reports on increased or decreased usage. This will allow us to predict the volume of chemicals needed for efficient ordering, limiting the need for bulk chemical storage. This tracking data will also allow us to identify strategies and efficiencies for minimizing overall nutrient and pesticide consumption.

Meeting FDA standards for application and residual pesticides and nutrients

Sheva Health & Wellness will implement strict protocols for the use of fertilizers and pesticides in conformance with FDA, EPA and USDA tolerance requirements, thus ensuring that residue limits are never exceeded. Before allowing the use of a pesticide on food crops, EPA sets a tolerance, or maximum residue limit, which is the amount of pesticide residue allowed to remain in or on each treated food commodity. The tolerance is the residue level that triggers

enforcement actions. That is, if residues are found above that level, the commodity will be subject to seizure by the government.

In setting the tolerance, EPA must make a safety finding that the pesticide can be used with "reasonable certainty of no harm." To make this finding, EPA considers:

- the toxicity of the pesticide and its breakdown products
- how much of the pesticide is applied and how often
- how much of the pesticide (i.e., the residue) remains in or on food by the time it is marketed and prepared
- EPA ensures that the tolerance selected will be safe. The tolerance applies to food imported into this country, as well as to food grown here in the U.S.
- Some pesticides are exempted from the requirement to have a tolerance. EPA may grant exemptions in cases where the exemption is found to be safe. That is, EPA must review toxicity and exposure data the same as for tolerance setting. In addition, there must be a practical method for detecting and measuring levels of the pesticide residues so regulatory officials can ensure that any residues are below the level found to be safe.

As mentioned earlier, we will severely limit the use of synthetic nutrient amendments, and we will restrict all pesticide and fungicide application to OMRI-listed organic products approved by the USDA National Organics Program (NOP).

Pesticide Application

Pesticides are one of many tools available to us for effective protection of crops from weeds, insects and diseases. Pesticides require special care and handling. The following practices outline our safe, responsible and effective procedures for pesticide use and handling that will help protect our environment, our water supplies - and ourselves.

- Always read and follow all product label directions and precautions, appearing on (or included with) the pesticide containers. Read and follow local, state and federal regulations regarding pesticide application procedures, including posting and field re-entry restrictions for treated areas.
- Private applicators of restricted use pesticides must be properly certified.
- Applicators must know the exact location of the area to be treated, as well as the potential hazard of spray drift or subsequent pesticide movement to surrounding areas.
- Avoid spray drift. It is illegal to allow spray drift to move off the target site.
- Obtain a chemigation permit before applying pesticides through an irrigation system. Only pesticides labeled for chemigation may be used. All chemigation systems must be fitted with effective anti-siphon devices, or check valves to prevent backflow into water supplies, as detailed in local and state regulations.

- Calibrate equipment properly before mixing and loading pesticides at the beginning of each season, and recalibrate periodically and whenever the type of nozzle is changed. Replace worn nozzle tips, cracked hoses and faulty gauges.
- Time application in relation to existing soil moisture, anticipated weather conditions and irrigation schedules to achieve the greatest product performance and reduce potential for off-site transport. (Includes timing herbicide applications to avoid high-energy rainfall shortly after application.)
- Apply post-emergence herbicides when weeds are at their most vulnerable growth stage.
- Apply pesticides uniformly across the target area (except in situations where variable rate technology is being used).
- Use the lowest appropriate rate to minimize pesticide loss to the environment.
- Band apply or spot treat where appropriate.
- Incorporate pesticides where appropriate to minimize surface runoff whenever:
 - product performance can be maintained;
 - product label guidelines allow incorporation; and
 - incorporation tillage will not result in excessive erosion.

Worker Safety

Sheva Health & Wellness will abide by the federal Worker Protection Standard (WPS). The Worker Protection Standard (WPS) is a regulation issued by the U.S. Environmental Protection Agency. It covers pesticides that are used in the production of agricultural plants on farms, forest, nurseries and greenhouses. The WPS requires the employer to take steps to reduce the risk of employee exposure to pesticides, including:

- information about exposure to pesticides,
- protection against exposure to pesticide, and
- ways to mitigate exposure to pesticides.

Our Cultivation Managers will enroll in the Worker Protection Standard Train-the-Trainer Course, an online course offered by the Iowa State University Extension and the Iowa Department of Agriculture and Land Stewardship. This course provides agricultural employers with information that meets the WPS training requirement for agricultural workers on farms, forests, nurseries and greenhouses. Upon completion of the course, agricultural employers are qualified by the Pesticide Bureau of the Iowa Department of Agriculture and Land Stewardship to conduct WPS pesticide safety training for workers. The New York Department of Agriculture (MDA) accepts this training course as meeting the WPS Train-the-Trainer course requirement for New York. The certificate is valid for five (5) years from the date of training.

The Occupational Safety and Health Act of 1970 was passed to prevent workers from being killed or seriously harmed at work. The law requires employers to provide their employees with working conditions that are free of known dangers. The Act created the Occupational Safety and

Health Administration (OSHA), which sets and enforces protective workplace safety and health standards. OSHA also provides information, training and assistance to workers and employers. We will contract the New York Safety Council or similar organization to perform onsite safety audits, policy writing and staff training on all OSHA workplace safety protocols.

Utilities Disruption Plan

We have the ability to react and respond swiftly to any unforeseen interruption caused by weather, power or water disruption. In the event of power loss, we will initiate critical power operations to ensure security equipment, basic lighting and ventilation, and storage climate are all maintained until the power can be restored. We will achieve this through the use of photovoltaic and generator backups. Should the main water supply be interrupted, supplemental water is available from a substantial catchment and water-banking system and redundant wells that will be dug on the property. These emergency backup measures will also help ensure a consistent supply of medicine for our patients.

Quarantine Room

In the event that a particular plant is tested positive for certain molds or bacteria, it will be placed in a specially built quarantine room within the manufacturing area of SHW. This room contains the unhealthy plant and its ill effects, and keeps healthy plants away from the risk of becoming infected.

Sanitary Standards

Sheva Health and Wellness is a subsidiary of Pharmscript, the 7th largest long term care institutional pharmacy in the nation. In the same manner that Pharmscript prides itself on its meticulous adherence to quality assurance and sanitary protocols, SHW is committed to doing the same. Our equipment will consist of stainless steel tables and benches that allow for efficient and effective cleaning measures. Our employees will be trained on our proper sanitary and hygiene procedures. Our facility will include a separate men's and women's clean rooms, where all employees will be expected to change into a sanitary uniform. All employees will be given individualized lockers to store their personal items. SHW will have a laundry room on site to further promote sanitary practices. Upon request, a detailed outline of our sanitary and hygiene procedures will be given to the DOH.

Quality Assurance is of the utmost priority at Sheva Health and Wellness. As we are committed to improving the quality of life for patients seeking alternative medical treatments, comprehensive oversight of our product quality is crucial for that to take effect. Sheva Health and Wellness pledges to be at the forefront in acquiring the latest technology and equipment that can enhance the quality of our product.

Section 8

Returns, Complaints, Adverse Events and Recalls

Contamination, Recalls & Disposal Tracking

If at any time there is discovery of contamination, disease, or a potential hazard associated with any marijuana or medical product, our inventory control system will be able to identify all materials and products from that production batch in order to implement product recalls and start the necessary disposal process. The Seed-to-Sale tracking system will allow the tracking of any issues to be traced back to the original mother plant. Complete eradication of any potentially contaminated material relating to that plant and its batch will be initiated.

A full documentation report will be filed, which will include; the reason for disposal, date of disposal, the weight and number of failed/unusable plants, the method used for the disposal and the name and agent ID number who was responsible for the disposal.

At any point, if the amount of marijuana on hand increases or decreases and is not documented in the inventory control system, our personnel will alert and advise their supervisor, and the proper steps will be taken to determine the source of the discrepancy. Once the source is identified, corrective action will be taken to ensure that no further variance from the expected amounts occurs. Any loss of product will be reported to regulatory authorities. If criminal activity is suspected, it will be reported to relevant law enforcement agencies.

Any product that is; excess, damaged, unwanted, contaminated, or fails testing standards, will be rendered unusable according to regulatory standards.

Product Disposal Plan

Although we aim to waste no product, there will be instances where disposal is required. In these cases, we will ensure that the marijuana is rendered unusable. All marijuana waste products will be handled securely and tracked in our inventory control database. Details of product we may typically dispose of are:

- excess leaves, trim, stems that cannot be used internally in the processing facility
- product damaged to the point of being unusable
- product that is contaminated
- product that fails testing standards
- spent plant material from the Water CO2 machine

To assure safe disposal, all marijuana waste, after weighing and proper entry into the Seed-to-Sale tracking system, will be ground with cardboard, soil or other compostable materials to create an end product that's at least 51% non-marijuana material. It will then be securely stored

in a bin within the Disposal Room and await disposal. This dumpster will be kept locked at all times until it is hauled away by authorized disposal services.

Chemical Incident Response

When a leak, overflow, spill, or other signs of an agricultural chemical incident is discovered, the following steps, which comply with State laws regarding agricultural chemical incident cleanups will be initiated:

1. Secure Site

- A secure perimeter will be established to keep all non-essential people out of the incident area
- Emergency personnel will be alerted of precautions, as advised by material safety data sheets
- We will work concurrently with local emergency personnel to arrange off-site evacuation if necessary.
- Area will be ventilated as thoroughly as possible

2. Abatement

- If it can be done safely, further leakage from damaged containers will be suppressed.
- Above-ground runoff will be contained by placing absorbent pillows, clay, other heavy soil, etc., around liquid spills to limit spreading.
- Underground waterways (storm sewers, sanitary sewers, etc.) will be plugged.

3. Recovery

- Remaining contents of each leaking container will be transferred into a clean empty container of the same type which will be removed from the contaminated area.
- Any containers that have not been affected by the spill will be separated and arranged to remove, hold, or dispose of pooled contaminated water, soil, etc.

4. Remediation

- The extent and degree of contamination will be determined.
- Steps for the final clean-up of the incident will be developed.
- The recovered chemicals and/or contaminated materials will be reused or disposed of.
- The effectiveness of the clean-up through the collection & analysis of samples will be determined.

Section 9

Product Quality Assurance

The quality assurance plan for Sheva Health and Wellness (SHW) has a clearly defined Protocols and Procedures outline to be set in place and will be a critical part of foundation principles for SHW.

SHW will be paying close attention to the minute and intricate details effecting every stage of medical marijuana production, starting with water and soil quality.

This includes quality control and assurance in the following areas of cultivation:

- **Mothers**
- **Clones**
- **VEG**
- **Flower**
- **Harvest Dry cure**
- **Processing**
- **Testing**
- **Packaging**
- **Inventory**
- **Transport**

At SHW we will uphold stringent practices that include strict adherence to The Department of Health and New York State regulations

Water & Soil

Quality assurance for SHW begins with access to high quality water exposure at all times as quality plant product is highly dependent on the fine water it comes in contact with. We will take every step needed so that our plants are only exposed to the highest quality clean water sources. Our water will be run through a state of the art Reverse Osmosis filtration system and treated with UV and charcoal filtration when necessary. This process removes all contaminants, heavy metals and trace elements that are not wanted in the water. Sheva Health and Wellness is committed to utilizing only the latest and most reliable water filtration systems available.

Our soil will be an in house blend of organic, fine-tuned soil which will be crafted by our master cultivator. Soil will be exposed to pure filtered water two to three times a week. Our soil will consist of high end, self-feeding ingredients that will enable our soil to be deemed a Super Soil. Within the first 50-60 days of the cultivation process our cultivators will modify our soil continuously which will help reduce our carbon footprint.

The goal at SHW is for the soil to contain beneficial fungi and key elements at all times, ensuring that our plants have the ability to thrive in a microbial paradise. Our soil will be tested every four weeks. These tests thoroughly check for PH, PPM, trace elements and contaminants which will ensure our quality control plan is adhered to from the soil stage through harvesting.

Seed-to-Sale Tracking

Sheva Health and Wellness will incorporate meticulous Seed-to-Sale tracking as per the NYS and Department of Health recommendations and regulations. We will be committed to scrupulously remaining within the parameters and guidelines, NYS and DOH deem necessary for us to follow. We will implement any and all suggested RFP Seed-to-Sale Tracking and quality assurance methods.

Packing and Storing

In compliance with the Seed-to-Sale Tracking system, every plant will receive a unique ID number. This identifier is logged into the system, ensuring that every plant can be quality assurance tested and stringently monitored. When a plant is cut down during the harvesting cycle, it will be securely stored in a locked and labeled container. The system will afford SHW the ability to gather a wealth of information specific to each plant's history and reference back to if need be. SHW will follow complete Seed-to-Sale Tracking methodology, as well as quality assurance standards expected by NYS and the DOH regulations.

Disposal Procedure

When a plant is deemed not up to standard, Sheva Health and Wellness is equipped with an in house disposal room. This gives us the capability to dispose of inferior product on site. Placing quality first is priority. The disposal room will serve as a holding vault for unfit plants waiting to be picked up by the government authorized disposal service. SHW is committed to producing medical marijuana of the highest quality at all times.

Quarantine Room

In the event that a particular plant tests positive for certain molds or bacteria, it will be placed in a specially built Quarantine Room within the manufacturing area of SHW. This room contains the unhealthy plant and its ill effects, keeping it away from healthy plants to avoid the risk of becoming infected.

Sanitary Standards

Sheva Health and Wellness is a subsidiary of Pharmscript, the 7th largest long term care institutional pharmacy in the nation. In the same manner that Pharmscript prides itself on its meticulous adherence to quality assurance and sanitary protocols, SHW is committed to doing the same. Our equipment will consist of stainless steel tables and benches that allow for efficient and effective cleaning measures. Our employees will be trained on our proper sanitary and hygiene procedures. Our facility will include a separate men's and women's clean rooms, where

all employees will be expected to change into a sanitary uniform. All employees will be given individual lockers to store their personal items. SHW will have a laundry room on site to further promote sanitary practices. Upon request, a detailed outline of our sanitary and hygiene procedures will be given to the DOH.

Quality Assurance is of the utmost priority at Sheva Health and Wellness. We are committed to improving the quality of life for patients seeking alternative medical treatments and staying on top of our product quality is crucial for that to take effect. SHW pledges to be at the forefront in acquiring the latest technology and equipment that can enhance the quality of our product.

Section 10

Record keeping

Sheva Health and Wellness is pleased to disclose that it has entered into a formal agreement with *BiotrackTHC*[™]. The agreement provides software solutions guaranteed to satisfy New York State Department of Health reporting, regulation and compliance guidelines for growing, manufacturing, distributing and dispensing. This agreement will remain in effect until the said time that the Department provides an alternate Seed-to-Sale tracking software solution.

The following support document provides a thorough description of how *BiotrackTHC*[™] seeks to effectuate its responsibilities.

§1004.5 Application for initial registration as a registered organization.

(4) an operating plan that includes a detailed description of the applicant's manufacturing processes, transporting, distributing, sale and dispensing policies or procedures. The operating plan shall also include:(ii) policies and procedures related to security and control measures that will be in place to prevent diversion, abuse, and other illegal or unauthorized conduct relating to medical marijuana and are consistent with provisions set forth in this part

BiotrackTHC[™] is a secured program that is password protected and also can be set for Biometric

Fingerprint scanning to ensure that only authorized personnel will be able to access the secured documentation within the system. All the information is stored on a local server that is firewall protected from any outside presence.

Transporting

Transport documentation provides the following:

1. employee identity and badge number
2. vehicle VIN number
3. time stamped batch/lot number
4. total quantity being transported

Diversion Prevention

BiotrackTHC has a biometric chain of custody module that logs every action in real time and the user who performed that action. *BiotrackTHC* has the ability to integrate with scales to deter employee theft and human error. Every action is time stamped, allowing for cross referencing with security cameras. All of these functions prevent diversion, abuse, and illegal or unauthorized conduct relating to medical marijuana.

(iv) quality assurance plans, including but not limited to plans to detect, identify and prevent dispensing errors

Within *BiotrackTHC*TM there are numerous sales and inventory reports that can identify that exact time a sale was made, the items dispensed and the employee that made the transaction. Additionally, *BiotrackTHC*TM requires that each patient be added to the system with all relevant information before a sale can be made. This information includes the quantity that that patient is allowed to purchase. Patient sales amounts can be automatically set within the system to prevent any transaction outside of permitted limits. The time sales occur can be set in the system to prevent sales outside of hours of operation.

(v) policies and procedures to document and investigate approved medical marijuana product returns, complaints and adverse events, and to provide for rapid voluntary or involuntary recalls of any lot of medical marijuana product. Such policies and procedures shall include a plan for any retesting of returned approved medical marijuana products, storage and disposal of marijuana and any manufactured medical marijuana products not passing requirements, and a requirement that adverse events and total recalls are reported to the department within twenty four hours of their occurrence

Each receipt that *BiotrackTHCTM* produces at the conclusion of a sale has a unique barcode that can easily be scanned to view the details of that sale. After a refund, the items are returned to the inventory count. You have the ability to separate your inventory in the system in order to quarantine the returned items. *BiotrackTHCTM*'s reporting abilities allow you to track and monitor these actions. It also has the ability to contact patients via email or SMS text message that have purchased a particular product in the past.

(vii) detailed description of plans, procedures and systems adopted and maintained for tracking, record keeping, record retention and surveillance systems, relating to all medical marijuana at every stage including cultivating, possession of marijuana, and manufacturing, delivery, transporting, distributing, sale and dispensing by the proposed registered organization

BiotrackTHCTM enables the business to collect, store, and retrieve all data and activity. All inventory records, patient records, recall reports, sales/transaction records, product disposal records, and all scanned documents can be accessed at any time (real time), either in-system or through the report creation tool. Though system actions can be adjusted or voided, at no time is any data ever fully deleted as *BiotrackTHCTM* maintains a log of every action, including adjustments and voids, so that the entire history of the system may be reconstructed. The availability and report ability of the system data enables the said entity to produce any information necessary for the Department during an inspection or at the Department's request.

§1004.6 Consideration of registered organization applications.

(3) the applicant will be able to maintain effective control against diversion of marijuana and medical marijuana products

BiotrackTHCTM automatically assigns a globally unique and non-repeatable 16-digit barcode number to every plant. Furthermore, the system auto-generates a globally unique and non-repeatable 16-digit barcode number at every stage where dried marijuana must be separately identifiable from the original plant due to processing and packaging. These serial numbers, once generated are assigned, cannot be changed. In the event of a recall, *BiotrackTHCTM* contains a “Plant/Inventory History Report” that can track everything about the plants & Products from the time it was introduced to your facility. Tracking every gram contained in the lot, including but not limited to all purchases containing matter from the plant or product, the contact information for the purchaser, all vendor information and transport logs.

BiotrackTHCTM is a secured program that is password protected and also can be set for Biometric Fingerprint scanning to ensure only authorized personnel will be able to access secure documentation within the system. All the information is stored on a local server that is firewall protected from any outside presents.

BiotrackTHC has the inclusive capabilities to track all measurable aspects of a marijuana plant. In addition to the literal weights of the marijuana, the system can associate ‘usable marijuana’ quantities with any created infused marijuana products. The system’s product conversion tools enable the quantities of usable marijuana as well as associated conversion wastes to be tracked with ease. This ensures that whether the plants and/or plant products are in their relative cultivation or processing phases, they can be fully accounted for and tracked.

BiotrackTHCTM can adjust inventory and always require a reason for removal when utilizing the inventory adjustment feature, also it has an auditing feature that can be used to track loss of product due to diversion or theft. Although the inventory can be adjusted or voided, at no time is any data ever fully deleted as *BiotrackTHCTM* maintains a log of every action, including adjustments and voids, so that the entire history of the system may be reconstructed. The availability and report ability of the system data enables the said entity to produce any information necessary for the Department during an inspection or at the Department’s request.

§1004.10 Registered organizations; general requirements

(1) make its books, records and manufacturing and dispensing facilities available to the department or its authorized representatives for monitoring, on-site inspection, and audit purposes, including but not limited to periodic inspections and/or evaluations of facilities, methods, procedures, materials, staff and equipment to assess compliance with requirements set forth in article 33 of the public health law and this part;

BiotrackTHCTM's complete tracking of every plant and inventory item within a facility and the ability to notate the exact location of any individual item will streamline any inspections, allowing you to do what is important like running your operation to maximum potential.

Additionally, with *BiotrackTHCTM*'s robust real-time reporting infrastructure any required records can be retrieved at any time. The system enables the business to collect, store, and retrieve all data and activity. Though system actions can be adjusted or voided, at no time is any data ever fully deleted as *BiotrackTHCTM* maintains a log of every action, including adjustments and voids, so that the entire history of the system may be reconstructed. The availability and report ability of the system data enables the said entity to produce any information necessary during an inspection or at a Department's request.

(4) submit approved medical marijuana product samples to the department upon request, including for quality assurance testing or investigation of an adverse event. A subset of each lot of medical marijuana product shall be retained by the registered organization to allow for testing in the future if requested by the department and shall be stored unopened as indicated on the label and in the original packaging. This subset of medical marijuana product must be readily identifiable as belonging to its specific lot. The quantity retained shall be a statistically representative number of samples to allow for complete testing of the product at least three times and shall be retained by the registered organization for at least two years following the date of expiration

Within *BiotrackTHC* there are a number of functions designed specifically for use with laboratory testing. This includes but is not limited to the following: *BiotrackTHCTM* automatically assigns a globally unique and non-repeatable 16-digit barcode number to every plant. Furthermore, the system auto-generates a globally unique and non-repeatable 16-digit barcode number at every stage where dried marijuana must be separately identifiable from the original plant due to processing and packaging. Once generated these serial numbers are assigned and cannot be changed. In the event of a recall, *BiotrackTHCTM* contains a "Plant/Inventory History Report" that can track everything about the plants & Products from the time it was introduced to your facility. Tracking every gram contained in the lot, including but not limited to all purchases containing matter from the plant or product, the contact information for the purchaser, all vendor information and transport logs

6) quarantine any lot of medical marijuana product as directed by the department, and not transport, distribute or dispense such lot unless prior approval is obtained from the department;

(7) dispose of unusable medical marijuana products that have failed laboratory testing or any marijuana used in the manufacturing process as per the registered organization's approved operating plan.

BiotrackTHCTM can adjust inventory and always requires a reason for removal when utilizing the inventory adjustment feature. Product in need of quarantine can be separated from bulk and placed in the designated area. Inventory destruction can be initiated through the system requiring documentation of destruction purpose and/or approved method as well as the employee performing the action. Although the inventory can be adjusted or voided, at no time is any data ever fully deleted as *BiotrackTHCTM* maintains a log of every action, including adjustments and voids, so that the entire history of the system may be reconstructed. The availability and report ability of the system data enables the said entity to produce any information necessary for the Department during an inspection or at the Department's request.

(8) maintain records required by article 33 of the public health law and this part for a period of five (5) years and make such records available to the department upon request. Such records shall include:

- (i) documentation, including lot numbers where applicable, of all materials used in the manufacturing of the approved medical marijuana product to allow tracking of the materials including but not limited to soil, soil amendment, nutrients, hydroponic materials, fertilizers, growth promoters, pesticides, fungicides, and herbicides;**
- (ii) cultivation, manufacturing, packaging and labeling production records; and (iii) laboratory testing results**

Reports are retained beyond the five year requirement and can be accessed indefinitely. In addition to storing information, the system also has the ability to create custom labels for cultivation, manufacturing and testing results.

BiotrackTHCTM enables the business to collect, store, and retrieve all data and activity -- with respect to inventory records, inventory-tracking records, supplier records, patient records, client-records, employee records, recall reports, quarantine and waste reporting, sales/transaction records, disposal records, and all scanned documents -- at any time (real time), either in-system or through the report creation tool. Though system actions can be adjusted or voided, at no time is any data ever fully deleted as *BiotrackTHCTM* maintains a log of every action, including adjustments and voids, so that the entire history of the system may be reconstructed. The availability and report ability of the system data enables the said entity to produce any information necessary for the Department during an inspection or at the Department's request.

§1004.11 Manufacturing requirements for approved medical marijuana products

(a) Definitions. Wherever used in this part, the following terms shall have the following meanings:

- (1) "Approved medical marijuana product" is the final manufactured product delivered to the patient that represents a specific brand with a defined cannabinoid content and active and inactive ingredients, prepared in a specific dosage and form, to be administered as recommended by the practitioner.**

(2) “Brand” means a defined medical marijuana extraction product that has a homogenous and uniform cannabinoid concentration and product quality, produced according to an approved and stable processing protocol. The specified brand shall have a total THC and total CBD concentration that is within 95 – 105% of that specified in milligrams per dose for that brand and shall have the same composition and concentration of inactive ingredients as that defined for the brand.

Within *BiotrackTHC* there are a number of functions designed specifically for use with laboratory testing. The system captures all necessary quality assurance info, approved testing laboratory information, and test results. All of this information is easily ported on to the inventory or product label for accuracy.

(c) A registered organization shall only produce such forms of medical marijuana as approved by the department according to the following requirements:

(1) Each registered organization may initially produce up to five brands of medical marijuana product with prior approval of the department. These brands may be produced in multiple forms as approved by the commissioner. Thereafter, additional brands may be approved by the department. However, in no case shall marijuana in unprocessed whole flower form be made available to certified patients.

(2) Each medical marijuana product brand, in its final form, shall be defined as having a specific concentration of total Tetrahydrocannabinol (THC) and total Cannabidiol (CBD) and shall have a consistent cannabinoid profile. The concentration of the following cannabinoids, at a minimum, must be reported: (i) Tetrahydrocannabinol (THC) (ii) Tetrahydrocannabinol acid (THCA) 48 (iii)

Tetrahydrocannabivarin (THCV) (iv) Cannabidiol (CBD) (v) Cannabinadiolic acid (CBDA) (vi) Cannabidivarine (CBDV) (vii) Cannabinol (CBN) (viii) Cannabigerol (CBG) (ix)

Cannabichromene (CBC) (x) Any other cannabinoid component at > 0.1%

(3) The final medical marijuana product shall not contain less than ninety-five percent (95%) or more than one hundred-five percent (105%) of the concentration of total THC or total CBD indicated on the label for this brand. Each brand shall have a maximum of 10 mg total THC per dose.

BioTrackTHTM’s label creation tool enables licensed producers to create custom container-client labels with any fields necessary to comply with applicable law. All aforementioned required fields can be added as variables. In addition to this a user can add custom disclaimers and warnings. The system will automatically print the container-client specific label upon completion of the sale.

(j) The registered organization shall identify each lot of approved medical marijuana product with a lot unique identifier.

BiotrackTHCTM automatically assigns a globally unique and non-repeatable 16-digit barcode number to every plant. Furthermore, the system auto-generates a globally unique and non-repeatable 16-digit barcode number at every stage where dried marijuana must be separately identifiable from the original plant due to processing and packaging. These serial numbers, once generated are assigned, cannot be changed. In the event of a recall, *BiotrackTHCTM* contains a “Plant/Inventory History Report” that can track everything about the plants & Products from the time it was introduced to your facility, tracking every gram contained in the batch, including but not limited to all purchases containing matter from the plant or product, the contact information for the purchaser, all vendor information and transport logs.

(k) Each approved medical marijuana product shall be affixed with a product label. Medical marijuana product labels shall be approved by the department prior to use. Each product label shall be applied at the manufacturing facility, be easily readable, firmly affixed and include: (1) the name, address and registration number of the registered organization; (2) the medical marijuana product form and brand designation; (3) the single dose THC and CBD content for the product set forth in milligrams (mg); (4) the medical marijuana product lot unique identifier (lot number or bar code); (5) the quantity included in the package; (6) the date packaged; 53 (7) the date of expiration of the product; (8) the proper storage conditions; (9) language stating: (i) “Medical marijuana products must be kept in the original container in which they were dispensed and removed from the original container only when ready for use by the certified patient”; (ii) “Keep secured at all times”; (iii) “May not be resold or transferred to another person”; (iv) “This product might impair the ability to drive”; (v) “KEEP THIS PRODUCT AWAY FROM CHILDREN (unless medical marijuana product is being given to the child under a practitioner’s care”); and (vi) “This product is for medicinal use only. Women should not consume during pregnancy or while breastfeeding except on the advice of the certifying practitioner, and in the case of breastfeeding mothers, including the infant’s pediatrician.” 54 (l)

For each lot of medical marijuana product produced, the registered organization shall submit a predetermined number of final medical marijuana products (e.g., sealed vials or capsules; with the number of samples submitted, based on statistical analysis, determined to be representative of the lot) to an independent laboratory/laboratories approved by the department. The laboratory verifying the cannabinoid content shall be approved for the analysis of medical marijuana product by the department in accordance with section five hundred two of the public health law and subpart 55-2 of this title. Such laboratory, or approved laboratories cumulatively, shall certify the medical marijuana product lot as passing all contaminant testing and verify that the content is consistent with the brand prior to the medical marijuana product being released from the manufacturer to any dispensing facility.

BiotrackTHCTM's label creation tool enables licensed producers to create custom container-client labels with any fields necessary to comply with applicable law. All aforementioned required fields can be added as variables. In addition to this a user can add custom disclaimers and warnings. The system will automatically print the container-client specific label upon completion of the sale.

(1) Any lot not meeting the minimum standards or specifications for safety shall be rejected and destroyed by the registered organization in accordance with the registered organization's approved operating plan.

(2) Any lot not meeting the minimum standards or specifications for brand consistency shall be rejected and destroyed by the registered organization in accordance with the registered organization's approved operating plan.

The system has the ability to separate and quarantine products that do not meet the minimum standards for Safety and Brand consistency. If a product must be destroyed the system will document the destruction in accordance with the registered organization's approved operating plan.

(3) The registered organization shall keep and maintain records documenting submission of medical marijuana products to approved laboratories as required herein, and the results of the laboratory testing. The registered organization shall provide the department with such records upon request.

BiotrackTHCTM enables the business to collect, store, and retrieve all data and activity -- with respect to inventory records, inventory-tracking records, supplier records, patient records, client-records, employee records, recall reports, quarantine and waste reporting, sales/transaction records, disposal records, and all scanned documents -- at any time (real time), either in-system or through the report creation tool. Though system actions can be adjusted or voided, at no time is any data ever fully deleted as *BiotrackTHCTM* maintains a log of every action, including adjustments and voids, so that the entire history of the system may be reconstructed. The availability and report ability of the system data enables the said entity to produce any information necessary for the Department during an inspection or at the Department's request.

§1004.12 Requirements for dispensing facilities

(a) Dispensing facilities shall not be open or in operation unless an individual with an active New York State pharmacist license, as defined in article one hundred and thirty seven of the Education Law, is on the premises and directly supervising the activity within the facility. At all other times, the dispensing facility shall be closed and properly secured.

The system has the ability to implement a "pharmacist on duty" parameter. Specified hours of operation can be put in place to prevent sales from occurring outside of these hours.

(e) Dispensing facilities shall not dispense approved medical marijuana products to anyone other than a certified patient or designated caregiver.

Prior to any transaction taking place a certified patient or designated caregiver must be verified and checked in to the system.

(f) When dispensing approved medical marijuana products, the dispensing facility shall: 57

(1) not dispense an amount greater than a thirty (30) day supply to a certified patient, and not until the patient has exhausted all but a seven day supply provided pursuant to any previously dispensed medical marijuana product by any registered organization;

Each registered patient is assigned a revolving 30 day limitation. The system tracks all items dispensed for a patient and automatically deducts from said limit. If a patient attempts to purchase any products beyond their limitations the system will prevent the sale from occurring.

(3) provide a patient specific log of medical marijuana products (brand, administration form, and dosage, and dates dispensed and any return of product) to the patient, the patient's designated caregiver, if applicable, or the patient's practitioner upon request;

BiotrackTHC maintains a patient history log that can be accessed either directly from the patient profile or from the backend reporting.

(h) the dispensing facility shall affix to the approved medical marijuana product package a patient specific dispensing label approved by the department, that is easily readable, and firmly affixed and includes:

(1) the name and registry identification number of the certified patient and designated caregiver, if any;

(2) the certifying practitioner's name;

(3) the dispensing facility name, address and phone number; 59

(4) the dosing and administration instructions;

(5) the quantity and date dispensed; and

(6) any recommendation or limitation by the practitioner as to the use of medical marijuana.

The *BiotrackTHC* label creation tool generates transaction specific information including all aforementioned criteria.

(j) The dispensing facility shall ensure that each patient receives approved medical marijuana product from no more than two distinct lots for any 30-day supply dispensed.

Each plant grown, as well as products created can be assigned to a specific patient within the system. The 16 digit identifier for any given product can be selected upon fulfillment of an order. This allows for compliance with the two distinct lot rule.

§ 1004.13 Security requirements for manufacturing and dispensing facilities

(m) Security measures, such as combination numbers, passwords or biometric security systems, shall not be accessible to individuals other than those specifically authorized to access marijuana or manufactured medical marijuana products.

BiotrackTHCTM is a secured program that is password protected and also can be set for Biometric Fingerprint scanning to ensure only authorized personnel will be able to access secure documentation within the system. All the information is stored on a local server that is firewall protected from any outside presence.

(n) Prior to transporting any approved medical marijuana product, a registered organization shall complete a shipping manifest using a form determined by the department.

Upon preparing an order for transport the registered organization will be required to create a standardized shipping manifest. This action must be completed before the system will allow documented transportation.

(1) A copy of the shipping manifest must be transmitted to the dispensing facility that will receive the products and to the department at least two business days prior to transport.

(2) The registered organization shall maintain all shipping manifests and make them available to the department for inspection upon request, for a period of 5 years. (o) A registered organization shall only transport approved medical marijuana products from a manufacturing facility to dispensing facilities.

A shipping manifest will be generated by the system, this may be electronically transferred to the department and the dispensing organization. This information will be retained in the system beyond the 5 year requirement and will be available indefinitely.

(p) An employee of a registered organization, when transporting approved medical marijuana products, shall travel directly from the registered organization's manufacturing facility to the dispensing facility and shall not make any unnecessary stops in between.

The *BiotrackTHC* system has the ability to generate point-to-point directions and estimated travel times using the predetermined addresses of the manufacturing facility and the dispensing organization.

§1004.14 Laboratory testing requirements for medical marijuana.

(c) The registered organization shall submit to the laboratory, and testing shall only be performed on, the final medical marijuana product equivalent to the sealed medical marijuana product dispensed to the patient (e.g., in a sealed vial or intact capsule).

Within *BiotrackTHC* there are a number of functions designed specifically for use with laboratory testing. This includes but is not limited to the following:

- Laboratory facility detail information options to notate lab credentials
- Log and directly associate lab results with a specific lot or batch of product.

- Inventory adjustment logging for testing sample removals
- Ability to separate products pending testing from available inventory
- Direct porting of lab results to product labels

§1004.15 Pricing

(1) “Cost analysis” shall mean the review and evaluation of the separate cost elements and profit of a proposed price and the application of judgment to determine how well the proposed costs represent what the price per unit for approved medical marijuana products should be, assuming reasonable economy and efficiency

(d) Examination of Records for Determination of Price. The registered organization shall grant the department or the department’s authorized representative the right to examine records that formed the basis for the proposed price, including the registered organization’s books, records, documents and other types of factual information that will permit an adequate evaluation of the proposed price.

Cost of inventory can be entered into the system for specified lots of product. Once sales have commenced the system will be able to provide profit/loss margins for products sold. These records shall be retained indefinitely and shall be available for examination by the department.

(h) Audits. The department may perform audits, which may include site visits. The registered organization shall provide reasonable access to the department of its facilities, books and records.

BiotrackTHC retains all actions performed in the system indefinitely. All records that are captured by the system within a given registered organization are accessible upon request.

§1004.17 Reporting dispensed medical marijuana products.

(a) A record of all approved medical marijuana products that have been dispensed shall be filed electronically with the department, utilizing a transmission format acceptable to the department, not later than 24 hours after the marijuana was dispensed to the certified patient or designated caregiver. Sales ticket reporting would provide this information and can be exported electronically.

(b) The information filed with the department for each approved medical marijuana product dispensed shall include but not be limited to:

- (1) a serial number that will be generated by the dispensing facility for each approved medical marijuana product dispensed to the certified patient or designated caregiver;
- (2) an identification number which shall be populated by a number provided by the department, to identify the registered organization’s dispensing facility;
- (3) the patient name, date of birth and sex;
- (4) the patient address, including street, city, state, zip code;
- (5) the patient’s registry identification card number;

- (6) if applicable, designated caregiver's name and registry identification card number;
- (7) the date the approved medical marijuana product was filled by the dispensing facility;
- (8) the metric quantity for the approved medical marijuana product;
- (9) the medical marijuana product drug code number, which shall be populated by a number provided by the department, to represent the approved medical marijuana brand that was dispensed to the certified patient or designated caregiver, as applicable;
- (10) the number of days supply dispensed;
- (11) the registered practitioner's Drug Enforcement Administration number;
- (12) the date the written certification was issued by the registered practitioner; and
- (13) the payment method.

(c) When applicable, a registered organization shall file a zero report with the department, in a format acceptable to the department. For the purposes of this section, a zero report shall mean a report that no approved medical marijuana product was dispensed by a registered organization during the relevant period of time. A zero report shall be submitted no later than 14 days following the most recent previously reported dispensing of an approved medical marijuana product or the submission of a prior zero report.

In conjunction with all captured patient information the specified product sale information, as well as all aforementioned static fields, will be captured with each transaction.

Attachment E

ONLINE FILING RECEIPT

ENTITY NAME: SHEVA HEALTH & WELLNESS LLC

DOCUMENT TYPE: ARTICLES OF ORGANIZATION (DOM. LLC)

COUNTY: ALBA

FILED:05/08/2015 DURATION:***** CASH#:150508010189 FILE#:150508010189
DOS ID:4755886

FILER:

EXIST DATE

INTERSTATE FILINGS LLC
2071 FLATBUSH AVENUE
SUITE 165
BROOKLYN, NY 11234

05/08/2015

ADDRESS FOR PROCESS:

SHEVA HEALTH & WELLNESS LLC
2071 FLATBUSH AVE. STE. 240
BROOKLYN, NY 11234

REGISTERED AGENT:



The limited liability company is required to file a Biennial Statement with the Department of State every two years pursuant to Limited Liability Company Law Section 301. Notification that the Biennial Statement is due will only be made via email. Please go to www.email.ebiennial.dos.ny.gov to provide an email address to receive an email notification when the Biennial Statement is due.

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SERVICE COMPANY: INTERSTATE FILINGS LLC-LN
SERVICE CODE: LN

FEE:	210.00	PAYMENTS	210.00
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FILING:	200.00	CHARGE	0.00
TAX:	0.00	DRAWDOWN	210.00
PLAIN COPY:	0.00		
CERT COPY:	10.00		
CERT OF EXIST:	0.00		

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57555

DOS-1025 (04/2007)

Authentication Number: 1505080203 To verify the authenticity of this document you may access the Division of Corporation's Document Authentication Website at <http://ecorp.dos.ny.gov>

FILING RECEIPT

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ENTITY NAME : SHEVA HEALTH & WELLNESS LLC

DOCUMENT TYPE : ASSUMED NAME LTD LIABILITY CO

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FILER:

FILED: 05/21/2015

CASH#: 350400

FILM#: 20150521008

INTERSTATE FILINGS LLC
2071 FLATBUSH AVE
STE 165
BROOKLYN NY 11234

PRINCIPAL LOCATION

2071 FLATBUSH AVE.
STE. 240
BROOKLYN
NY 11234

COMMENT:

ASSUMED NAME

SHEVA HEALTH & WELLNESS



=====

SERVICE COMPANY : INTERSTATE FILINGS, LLC

CODE: LN

BOX : 0

FEES 50.00

PAYMENTS: 50.00

FILING : 25.00
COUNTY : .00
COPIES : .00
MISC : .00
HANDLE : 25.00

CASH :
CHECK :
C CARD : 50.00

REFUND :

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is true copy of said original.



WITNESS my hand and official seal of the Department of State, at the City of Albany, on May 08, 2015.

A handwritten signature in cursive script that reads "Anthony Giardina".

Anthony Giardina
Executive Deputy Secretary of State

**ARTICLES OF ORGANIZATION
OF
SHEVA HEALTH & WELLNESS LLC**

Under Section 203 of the Limited Liability Company Law

FIRST: The name of the limited liability company is:

SHEVA HEALTH & WELLNESS LLC

SECOND: To engage in any lawful act or activity within the purposes for which limited liability companies may be organized pursuant to Limited Liability Company Law provided that the limited liability company is not formed to engage in any act or activity requiring the consent or approval of any state official, department, board, agency, or other body without such consent or approval first being obtained.

THIRD: The county, within this state, in which the office of the limited liability company is to be located is ALBANY.

FOURTH: The Secretary of State is designated as agent of the limited liability company upon whom process against it may be served. The address within or without this state to which the Secretary of State shall mail a copy of any process against the limited liability company served upon him or her is:

SHEVA HEALTH & WELLNESS LLC
2071 FLATBUSH AVE. STE. 240
BROOKLYN, NY 11234

FIFTH: The existence of the limited liability company shall begin upon filing of these Articles of Organization with the Department of State.

SIXTH: The limited liability company shall have a perpetual existence.

SEVENTH: The limited liability company shall defend, indemnify and hold harmless all members, managers, and former members and managers of the limited liability company against expenses (including attorney's fees, judgments, fines, and amounts paid in settlement) incurred in connection with any claims, causes of action, demands, damages, liabilities of the limited liability company, and any pending or threatened action, suit, or proceeding. Such indemnification shall be made to the fullest extent permitted by the laws of the State of New York, provided that such acts or omissions which gives rise to the cause of action or proceedings occurred while the Member or Manager was in performance of his or her duties for the limited liability company and was not as a result of his or her fraud, gross negligence, willful misconduct or a wrongful taking. The indemnification provided herein shall inure to the benefit of successors, assigns, heirs, executors, and the administrators of any such person.

I certify that I have read the above statements, I am authorized to sign these Articles of Organization, that the above statements are true and correct to the best of my knowledge and belief and that my signature typed below constitutes my signature.

YOSEPH LEVINE, ORGANIZER (signature)

YOSEPH LEVINE , ORGANIZER

Filed by:
INTERSTATE FILINGS LLC
2071 FLATBUSH AVENUE
SUITE 165
BROOKLYN, NY 11234

INTERSTATE FILINGS LLC (LN)

DRAWDOWN

CUSTOMER REF# 57555

FILED WITH THE NYS DEPARTMENT OF STATE ON: 05/08/2015
FILE NUMBER: 150508010189; DOS ID: 4755886

**LIMITED LIABILITY COMPANY AGREEMENT
OF
SHEVA HEALTH & WELLNESS LLC**

A New York Limited Liability Company

Dated as of May 28, 2015

**LIMITED LIABILITY COMPANY AGREEMENT
OF SHEVA HEALTH & WELLNESS LLC**

This Limited Liability Company Agreement, dated as of May 28, 2015, of SHEVA HEALTH & WELLNESS LLC, a New York limited liability company (the “Company”), formed and constituted and governed under and pursuant to the New York Act, the Articles of Organization and this Agreement (each as defined below), by and among TL Sheva Holdings LLC (“TL”), Charles Rubin (“CR”), David Stein (“DS”), Yoseph Levine (“YL”), and Eliyahu Zevi Kohn (“ZK”) (each an “Initial Member” and together, the “Initial Members”), and each Person subsequently admitted as a Member of the Company in accordance with the terms of this Agreement.

WHEREAS, the Initial Members have decided to form a limited liability company under the New York Act to engage in the Business Activities (as defined below);

WHEREAS, the Initial Members desire to set forth, among other things, how the business and affairs of the Company shall be managed; and

WHEREAS, each of the parties hereto has acknowledged and agreed that the rights and obligations of each of the parties hereunder shall not be construed as giving any Member the right to participate in any other venture or business undertaken by Member or any of his Affiliates (as defined below), except as expressly set forth herein.

NOW, THEREFORE, in consideration of agreements and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the New York Act. Certain capitalized terms used in this Agreement are defined elsewhere in this Agreement or in the schedules or exhibits hereto, which schedules and exhibits shall for all purposes constitute an essential portion of this Agreement. The following defined terms used in this Agreement shall, unless the context otherwise requires, have the meanings specified in this Article I:

“Accountants” means a firm of independent certified public accountants as shall be determined by the Managing Member.

“Additional Member” means any Person admitted to the Company as a Member of the Company pursuant to Section 9.2 and shown as a Member of the Company on the books and records of the Company.

“Adjusted Capital Account Deficit” means, with respect to any Member, the deficit balance, if any, in such Member’s Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments: (a) credit to such Capital Account any amounts that such Member is obligated to restore or is deemed to be obligated to restore pursuant to the Treasury Regulations under Section 704 of the Code and (b) debit to such Capital Account the items described in Treasury Regulations Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6). The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

“Adjusted Capital Contributions” means, for each Member, such Member’s Capital Contributions to the Company, reduced (but not below zero) by the amount of cash and the fair market value of any other asset distributed to such Member pursuant to this Agreement.

“Advance” means any transfer of money or property by a Member to the Company or any amount paid for or on behalf of the Company by a Member, other than as a Capital Contribution.

“Affiliate” means, at any time, and with respect to any Person, (a) any other Person that, at such time, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such first Person, or (b) (i) any other Person beneficially owning or holding, directly or indirectly, 10% or more of any class of voting, equity or economic interests of such first Person or (ii) any other Person of which such first Person beneficially owns or holds, in the aggregate, directly or indirectly, 10% or more of any class of voting, equity or economic interests . The term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person through the ownership of voting securities and the terms “controlled” and “controlling” have meanings correlative thereto. For the avoidance of doubt, in no event shall “Affiliate” include, with respect to any Person, any other Person who controls, is controlled by, or is under common control with, such Person by virtue of a direct or indirect contractual relationship with such Person, including any joint venture relationship.

“Agreement” means this Limited Liability Company Agreement of the Company, as amended, modified, supplemented or restated from time to time, as the context requires.

“Articles of Organization” has the meaning set forth in Section 2.1(a).

“Available Cash” means the cash of the Company available for distribution from any source, to the extent not reasonably required, as determined by the Managing Member, for current or anticipated future expenses, obligations or reserves.

“Bankruptcy” means, with respect to any Person, the occurrence of any of the following events: (a) the filing by such Person of a petition in bankruptcy or for relief under applicable bankruptcy laws; (b) the filing against such Person of any such petition (unless such petition is dismissed within ninety (90) days from the date of filing thereof); (c) entry against such Person of an order for relief under applicable bankruptcy laws; (d) written admission by such Person of its inability to pay its debts as they mature, or an assignment by such Person for the benefit of creditors; or (e) appointment of a trustee, conservator or receiver for the property or affairs of such Person.

“Buy-out Price” has the meaning set forth in Section 8.5(b).

“Business” means the business of carrying out the Business Activities and the activities and transactions incidental thereto.

“Business Day” means a day other than a Saturday, Sunday or other day on which commercial banks in New York are authorized or required by law to close.

“Capital Account” has the meaning set forth in Section 4.2.

“Capital Contribution” means, at any specified time with respect to any Member, the total amount of money or other property contributed to the capital of the Company by such Member pursuant to this Agreement.

“Carrying Value” means, with respect to any Company asset, the asset’s adjusted basis for federal income tax purposes, except that the Carrying Value for any asset contributed to the Company shall be equal to the fair market value of such asset on the date of contribution as adjusted as prescribed by Regulations § 1.704-1(b), and if the book values of the Company’s assets are so adjusted, the Carrying Value of such assets shall be equal to the fair market value of such assets at the time of adjustment as further adjusted as so prescribed.

“Cause” means, with respect to any Person, (i) such Person’s conviction of or indictment for any crime (whether or not involving the Company or its Affiliates) (A) constituting a felony or (B) that has, or could reasonably be expected to result in, an adverse impact on the performance of such Person’s duties to the Company as an officer or employee of the Company or in any other capacity on behalf of the Company, or otherwise has, or could reasonably be expected to result in, an adverse impact to the business or reputation of the Company or its Affiliates; (ii) conduct of such Person, in connection with his service as an officer or employee of the Company or in any other capacity on behalf of the Company, that has, or could reasonably be expected to result in, material injury to the business or reputation of the Company or its Affiliates; (iii) any material violation of the policies of the Company or its Affiliates, including, but not limited to those relating to sexual harassment, the disclosure or misuse of confidential information, or those set forth in the manuals or statements of policy of the Company or its Affiliates; (iv) act or acts of embezzlement or fraud committed by such Person, at such Person’s direction, or with such Person’s prior personal knowledge; (v) willful neglect in the performance of such Person’s duties for the Company or willful or repeated failure or refusal to perform such duties; or (vi) such Person’s material breach of any term of this Agreement.

“Certificate of Formation” has the meaning set forth in Section 2.1(a).

“Claim” has the meaning set forth in Section 11.1(c).

“Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provision of succeeding law).

“Company” has the meaning set forth in the preamble.

“Confidential Information” has the meaning set forth in Section 6.5(b).

“Covered Person” has the meaning set forth in Section 11.1(a).

“Event of Termination” has the meaning set forth in Section 10.1.

“Fiscal Period” means the period commencing on the date of this Agreement and thereafter each period commencing on the day immediately following the last day of the preceding Fiscal Period, and ending at the close of business on December 31 of such period.

“Fiscal Year” has the meaning set forth in Section 2.9.

“Initial Members” has the meaning set forth in the preamble.

“Interest” means, with respect to any Member, such Member’s ownership interest in the Company as a Member thereof.

“Loss” has the meaning set forth under the definition of “Profit”.

“Managing Member/s” means TL Sheva Holdings LLC or any Person appointed as a Managing Member pursuant to the terms of this Agreement.

“Member” means any Person admitted to the Company as a member of the Company pursuant to the provisions of this Agreement and named as a member of the Company in the books and records of the Company and on Schedule A hereto, including any Person admitted as an Initial Member, Additional Member or a Substitute Member, in such Person’s capacity as a member of the Company and excluding any Person who ceases to be a Member in accordance with Article IX.

“New York Act” has the meaning set forth in Section 2.1(a).

“Nonrecourse Deductions” has the meaning set forth in Treasury Regulations Section 1.704-2.

“Partner Nonrecourse Debt” has the meaning set forth in Treasury Regulations Section 1.704-2.

“Partner Nonrecourse Debt Minimum Gain” has the meaning set forth in Treasury Regulations Section 1.704-2.

“Partner Nonrecourse Deductions” has the meaning set forth in Treasury Regulations Section 1.704-2.

“Partnership Minimum Gain” has the meaning set forth in Treasury Regulations Section 1.704-2.

“Percentage Interest” with respect to each Member, means a fraction, expressed as a percentage, the numerator of which is the number of Units held by such Member, and the denominator of which is the aggregate number of all outstanding Units. Each Member’s initial Percentage Interest shall be set forth opposite such Member’s name on Schedule A.

“Permitted Transfer” has the meaning set forth in Section 8.1.

“Permitted Transferee” means any Person to whom a Permitted Transfer is made in accordance with Section 8.1.

“Person” means any individual, estate, corporation, partnership, trust, limited liability company, unincorporated organization or association, or other incorporated or unincorporated entity.

“Preferred Return” means an amount determined by multiplying ten percent (10%) per annum by the average monthly balance of a Member's unreturned Capital Contribution, compounded annually, which amount shall commence to accrue as of the date a Member makes its Capital Contribution to the Company as specified in Article III hereof.

“Unpaid Preferred Return” means as of any date, the Preferred Return that has been accrued but not paid to the Members.

“Proceeding” has the meaning set forth in Section 11.1(b).

“Profit” or “Loss,” as the case may be, means the income and loss of the Partnership as determined in accordance with the accounting methods followed by the Partnership for federal income tax purposes but including income exempt from tax and described in § 705(a)(1)(B) of the Code, treating as deductions items of expenditure described in, or under Regulations deemed described in, § 705(a)(2)(B) of the Code and treating as an item of gain (or loss) both any increase (decrease) in the Carrying Value of the Company's property and the excess (deficit), if any, of the fair market value of distributed property over (under) its Carrying Value. Depreciation, depletion, amortization, income and gain (or loss) with respect to the Partnership's property shall be computed with reference to its Carrying Value rather than to its adjusted bases.

“Substitute Member” means any Person admitted to the Company as a member of the Company pursuant to the provisions of Section 9.3 and shown as a Member in the books and records and the Company.

“Tax Distribution” has the meaning set forth in Section 5.2(a).

“Tax Matters Partner” has the meaning set forth in Section 7.4.

“Transfer” has the meaning set forth in Section 8.1.

“Treasury Regulations” means the United States Department of the Treasury regulations promulgated under the Code, as such regulations may be amended from time to time.

“Units” means an undivided fractional part of the Interests of all the Members and successors and assignees of Members including (a) any Units issued after the date of this Agreement to any Member or its successors and assigns for any reason, whether upon exercise or conversion of any warrant, option or convertible security or otherwise, and (b) any Units received by a Member as a result of any dividend, subdivision, consolidation or other distribution of Units made upon or in exchange for the Company's Units.

ARTICLE II
GENERAL PROVISIONS

Section 2.1 Formation.

(a) The Company has been formed as a limited liability company pursuant to the provisions of the New York Limited Liability Company Law, as it may be amended from time to time and any successor to such statute (the “New York Act”), by the filing of the Articles of Organization of the Company (the “Articles of Organization”) with the Secretary of State of the State of New York.

(b) The Company and, if required, each of the Members shall execute or cause to be executed from time to time all other instruments, certificates, notices and documents and shall do or cause to be done all such acts and things (including keeping books and records and making publications or periodic filings) as may now or hereafter be required for the formation, valid existence and, when appropriate, termination of the Company as a limited liability company under the laws of the State of New York.

Section 2.2 Company Name. The name of the Company is “SHEVA HEALTH & WELLNESS LLC” or such other name or names as may be selected by the Managing Member from time to time, and its business shall be carried on in such name with such variations and changes as the Managing Member deems necessary to comply with requirements of the jurisdictions in which the Company’s operations are conducted.

Section 2.3 Registered Office; Registered Agent. The Managing Member shall cause the Company to maintain a registered office in the State of New York. The Managing Member may, from time to time, change the Company’s registered office and/or registered agent and shall forthwith amend the Articles of Organization to reflect such change(s).

Section 2.4 Place of Business. The business address of the Company shall be determined by the Managing Member. The Company may from time to time have such other place or places of business within or without the State of New York as the Managing Member may determine.

Section 2.5 Purpose; Nature of Business Permitted; Powers. The purpose of the Company is to engage in the business of growing, manufacturing, distributing and dispensing marijuana for certified medical use as a registered organization under New York law and in any other lawful business, purpose or activity (such business, purpose and activities, “Business Activities”). The Company, and the Managing Member acting on behalf of the Company, shall possess and may exercise all the powers and privileges granted by the New York Act or by any other law (to the extent permitted by this Agreement) and by this Agreement, together with any powers incidental thereto, insofar as such powers and privileges are necessary, appropriate, advisable, incidental or convenient to the conduct, promotion or attainment of the purpose of the Company as set forth in the immediately preceding sentence; provided, that nothing set forth in this Agreement shall be construed as authorizing the Company to possess any purpose or power, or to do any act or thing, forbidden by law to a limited liability company organized under the laws of New York.

Section 2.6 Company Property. No real or other property of the Company shall be deemed to be owned by any Member individually, but shall be owned by and title shall be vested solely in the Company. The Interests of the Members in the Company shall constitute personal property.

Section 2.7 Term. The existence of the Company commenced on the date of the filing of the Articles of Organization in the office of the Secretary of State of the State of New York in accordance with the New York Act, and, subject to the provisions of Article X hereof, the Company shall have a perpetual life.

Section 2.8 No State Law Partnership. The Members intend that the Company not be a partnership (including a limited partnership) or joint venture and that no Member be a partner or joint venturer of any other Member for any purposes other than applicable tax laws. This Agreement may not be construed to suggest otherwise. Notwithstanding the foregoing, the Members intend that the Company shall be treated as a partnership for tax purposes and shall not take any actions, or permit the Company to take any action, including any election, inconsistent therewith.

Section 2.9 Fiscal Year. The fiscal year (the "Fiscal Year") of the Company for financial statement purposes shall be the annual period ending December 31 of each year.

ARTICLE III

MEMBERS AND CAPITAL STRUCTURE

Section 3.1 Members. The name, address, initial Capital Contribution, number of Units and Percentage Interest of each Initial Member are set forth on Schedule A. The books and records of the Company shall reflect the name, address, Capital Contribution, number of Units and Percentage Interest of each Initial Member and each additional Member who shall hereafter be admitted as a Member.

Section 3.2 Capital Structure.

(a) Subject to 3.2(c) with respect to voting rights and the terms of this Agreement, there shall be a single class of equity interests in the Company, designated as the "Interests."

(b) The number of Units and Percentage Interest of each Member shall be listed on Schedule A hereto and in the books and records of the Company, which shall be amended from time to time by the Managing Member as required to reflect issuances of Units to Members and new Members and to reflect the addition or cessation or withdrawal of Members.

(c) The Managing Member shall have all management (including, without limitation, pursuant to Article VI hereof) and voting rights set forth in this Agreement. The Members shall have all rights to any allocations and to any distributions as may be authorized and set forth under this Agreement and under the New York Act.

(d) The Company shall not, and the Managing Member shall cause the Company not to, redeem or repurchase any Member's Interests and no Member shall have the right to withdraw from the

Company except in accordance with Section 8.5 or as otherwise provided in this Agreement. No Member shall have the right to receive any return of the Member's Capital Account balance, except in accordance with Section 5.1 or upon dissolution of the Company pursuant to this Agreement.

(e) The Interests, Units and Percentage Interest issued to CR and DS herein shall be deemed not to be vested until such time as the Company commences serving clients, or in the event notice has been given of such matter going to arbitration prior to such commencement, at the end of such arbitration process, in the amount such arbitrator rules is the correct vested amount. In the event that at any time prior to vesting of CR's and DS's Interests the Managing Member determine that either CR's or DS's contribution to the Company has not been sufficiently significant to warrant the grant of such Interests to such respective person, a recognized Orthodox Beis Din agreed to by the parties (in the event such agreement is not reached, the two recognized Orthodox Beis Din's chosen by the parties shall choose a third), shall be the sole arbitrator with respect thereto and shall determine whether such respective Interests shall be fully vested or forfeited (or vested in a lesser amount than , in which event either CR or DS, as the case may be, shall be deemed not to have any Interests and such interests shall be given to TL. Beis Din's decision with respect thereto shall be final, binding and unappealable.

(f) Should, in the sole reasonable discretion of Managing Member, the Company be in need of hiring additional officers, any Interests given to such officers shall be given from the shares currently allocated to CR, DS and YL and such Members hereby agree to such dilution of their respective shares, should decision be made by Managing Member.

Section 3.3 Representations and Warranties; Indemnification.

(a) Each Member hereby represents and warrants to the Company and each other Member as follows:

(i) Such Member has duly executed and delivered this Agreement. This Agreement constitutes a valid and binding obligation of such Member enforceable against such Member in accordance with its terms (except as may be limited by bankruptcy, insolvency, or similar laws of general application and by the effect of general principles of equity, regardless of whether considered at law or in equity).

(ii) Such Member's authorization, execution, delivery and performance of this Agreement does not and will not (1) conflict with, or result in a breach, default or violation of (A) any material contract or agreement to which that Member is a party or is otherwise subject, or (B) any law, order, judgment, decree, writ, injunction, or arbitration award to which that Member is subject; or (2) require any consent, approval, or authorization from filing, or registration with, or notice to, any governmental authority or other Person, other than those that have already been obtained or that are otherwise contemplated herein.

(iii) Such Member is familiar with the proposed business, financial condition, properties, operations, and prospects of the Company, and has asked such questions and conducted such due diligence concerning such matters and concerning its acquisition of any Interests as it has desired

to ask and conduct, and all such questions have been answered to its full satisfaction. Such Member has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of an investment in the Company. Such Member understands that owning Interests involves various risks, including the restrictions on transferability set forth in this Agreement, lack of any public market for such Interests, the risk of owning its Interests for an indefinite period of time, and the risk of losing its entire investment in the Company. Such Member is able to bear the economic risk of such investment; is acquiring its Interests for investment and solely for its own beneficial account and not with a view to or any present intention of directly or indirectly selling, transferring, offering to sell or transfer, participating in any distribution, or otherwise disposing of all or a portion of its Interests; and such Member acknowledges that the Interests have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), or any other applicable federal or state securities laws, and that the Company has no intention, and shall not have any obligation, to register or to obtain an exemption from registration for the Interests or to take action so as to permit sales pursuant to the Securities Act (including, without limitation, Rules 144 and 144A thereunder).

(iv) Such Member has not been convicted of any felony of sale or possession of drugs, narcotics, or controlled substances.

(b) Each Member hereby indemnifies the Company from and against and agrees to hold the Company free and harmless from any and all claims, losses, damages, liabilities, judgments, fines, settlements, compromises, awards, costs, expenses or other amounts (including without limitation any attorney fees, expert witness fees or related costs) arising out of or otherwise related to a breach of any of the representations and warranties of such Member as set forth in this Section 3.3.

Section 3.4 Liability of Members. Except to the extent provided for in the New York Act, no Member shall be (i) personally liable for the debts, obligations or liabilities of the Company, including any such debts, obligations or liabilities arising under a judgment decree or order of a court; (ii) obligated to cure any deficit in any Capital Account; (iii) required to return all or any portion of any distribution; or (iv) required to lend any funds to the Company.

ARTICLE IV

CAPITAL ACCOUNTS AND ALLOCATIONS

Section 4.1 Capital Contributions.

(a) Initial Contributions. Each Initial Member who has made a Capital Contribution, as set forth in Schedule A, has been credited with a Capital Account in such amount. Initially, each Member shall have the Percentage Interest and number of Units specified for such Member in Schedule A. The initial Capital Contribution made by TL providing the capital needs for the Company, shall be contributed in accordance with the needs of the Company prior to completion of the New York Department of Health application process to become a registered organization. Any Capital Contribution of TL includes all monies paid in or advanced by any affiliates of TL.

(b) Second Phase Contributions. TL shall provide the second phase Capital Contributions for the Company in accordance with the capital and operating needs of the Company up to the amount budgeted in the projected plan submitted in Company's New York Department of Health application, and otherwise as determined by the Managing Member from time to time in its sole discretion.

(b) Call for Additional Capital Contributions. In addition to any other Capital Contributions required under this Agreement, the Members shall make additional Capital Contributions to the company upon a call for capital by the Managing Member (a "call for capital") if the Managing Member at any time or from time to time deems that additional capital is necessary or desirable. Unless the Managing Member makes a determination otherwise, such Capital Contributions by the Members shall be contemporaneous with one another, in cash or by wire transfer to the Company's account, and in proportion to each Member's respective Percentage Interest. If additional Capital Contributions are made to the Company by the Members other than on a pro-rata basis, then the Percentage Interests of all the Members shall be recomputed ratably in proportion to the balances in the Members' Capital Accounts after the making of such additional Capital Contributions, with additional Units being issued as necessary to reflect such additional Capital Contributions of each Member. The call for capital shall be by written notice to each Member of (i) the total amount of capital called for, (ii) the reason for the call, (iii) the proportionate share of each Member of the total amount of the call for capital, and (iv) the due date for the Capital Contribution, which shall be not less than ten (10) nor more than thirty (30) days after the notice.

Section 4.2 Capital Accounts. A capital account (a "Capital Account") shall be established and maintained on the Company's books with respect to each Member, in accordance with the provisions of the Treasury Regulations under Section 704 of the Code, including the following:

(a) Each Member's Capital Account shall be increased by: (i) the amount of such Member's Capital Contributions; (ii) the amount of Profit (or items thereof) allocated to such Member; and (iii) any other increases required by the Treasury Regulations.

(b) Each Member's Capital Account shall be decreased by: (i) the amount of Loss (or items thereof) allocated to such Member; (ii) all cash amounts distributed to such Member and the Carrying Value of any property (net of liabilities that such Member is considered to assume or take subject to) distributed to such Member pursuant to this Agreement; and (iii) any other decreases required by the Treasury Regulations.

(c) All provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with the Code and Treasury Regulations thereunder and shall be interpreted and applied in a manner consistent with such law. The Managing Member shall make any necessary modifications to this Section 4.2 in the event unanticipated events occur that might otherwise cause this Agreement not to comply with such law or any changes thereto.

Section 4.3 Allocations to Capital Accounts.

(a) General Rule. Except (i) as otherwise provided in this Agreement and (ii) as may otherwise be necessary to reflect the distributions actually made by the Company to the Members, (A) Profit (and items thereof) and (B) Loss (and items thereof) shall be allocated to each Member's Capital Account in accordance with its respective Percentage Interests. Notwithstanding the foregoing, the Company shall make such allocations to the Member's Capital Accounts as are required to reflect the actual amount distributed to the Members in accordance with the Agreement.

(b) Regulatory and Related Allocations. Notwithstanding any other provision in this Agreement to the contrary, the following special allocations shall be made in the following order:

(i) Minimum Gain Chargeback. Except as otherwise provided in Treasury Regulations Section 1.704-2, if there is a net decrease in Partnership Minimum Gain during any Fiscal Year, each Member shall be specially allocated items of Company income and gain for such Fiscal Period (and, if necessary, subsequent Fiscal Year) in an amount equal to such Member's share of the net decrease in such Partnership Minimum Gain, determined in accordance with Treasury Regulations Section 1.704-2. Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to the Members pursuant thereto. The items to be so allocated shall be determined in accordance with Treasury Regulations Section 1.704-2. This Section 4.3(b)(i) is intended to comply with the minimum gain chargeback requirements in such Treasury Regulations and shall be interpreted consistently therewith.

(ii) Partner Minimum Gain Chargeback. If there is a net decrease in Partner Nonrecourse Debt Minimum Gain attributable to Partner Nonrecourse Debt during any Fiscal Year, each Member shall be specially allocated items of Company income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Member's share, if any, of the net decrease in Partner Nonrecourse Debt Minimum Gain attributable to such Member's Partner Nonrecourse Debt, determined in accordance with Treasury Regulations Section 1.704-2. Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Treasury Regulations Section 1.704-2. This Section 4.3(b)(ii) is intended to comply with the minimum gain chargeback requirements in such Treasury Regulations and shall be interpreted consistently therewith.

(iii) Qualified Income Offset. In the event any Member unexpectedly receives any adjustments, allocations, or distributions described in Treasury Regulations Sections 1.704-1(b)(2)(ii)(d)(4), (5) or (6) with respect to such Member's Capital Account, items of Company income and gain shall be specially allocated to each such Member in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the Adjusted Capital Account Deficit of such Member as quickly as possible; provided, however, that an allocation pursuant to this Section 4.3(b)(iii) shall be made only if and to the extent that such Member would have an Adjusted Capital Account Deficit after all other allocations provided for in this Article IV have been tentatively made as if this Section 4.3(b)(iii) were not in this Agreement. This Section 4.3(b)(iii) is intended to constitute a "qualified income offset" within the meaning

of Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

(iv) Partner Nonrecourse Deductions. Any Partner Nonrecourse Deductions for any Fiscal Year shall be allocated to the Member who bears the economic risk of loss with respect to the Partner Nonrecourse Debt to which such Partner Nonrecourse Deductions are attributable in accordance with Treasury Regulations Section 1.704-2.

(v) Nonrecourse Deductions. Any Nonrecourse Deductions for any Fiscal Year shall be allocated to the Members in accordance with their respective Percentage Interest.

(c) Curative Allocations. The allocations set forth in Section 4.3(b) (the “Regulatory Allocations”) are intended to comply with certain requirements of Treasury Regulations under Section 704 of the Code. Notwithstanding any other provision of this Article IV (other than the Regulatory Allocations), the Regulatory Allocations shall be taken into account in allocating other Company items of income, gain, loss, deduction and expense among the Members so that, to the extent possible, the net amount of such allocations of other Company items and the Regulatory Allocations shall be equal to the net amount that would have been allocated to the Members pursuant to Section 4.3 if the Regulatory Allocations had not occurred.

Section 4.4 Tax Allocations.

(a) Items of Company income, gain, loss, deduction and expense shall be allocated, for federal, state and local income tax purposes, among the Members in the same manner as the Profit (and items thereof) and Loss (and items thereof) of which such items are components were allocated pursuant to Section 4.3; provided, however, that solely for federal, state and local income tax purposes, allocations shall be made in accordance with Section 704(c) of the Code and the Treasury Regulations promulgated thereunder, to the extent so required thereby. Such allocations shall be made in such manner and utilizing such permissible tax elections as directed by the Members.

(b) Allocations pursuant to this Section 4.4 are solely for federal, state and local tax purposes and shall not affect, or in any way be taken into account in computing, any Member’s Capital Account or share of Profit (and items thereof) or Loss (and items thereof).

(c) The Members are aware of the tax consequences of the allocations made by this Section 4.4 and hereby agree to be bound by the provisions of this Section 4.4 in reporting their shares of items of Company income, gain, loss, deduction and expense.

Section 4.5 Tax Determinations.

(a) General. Except as otherwise provided in this Agreement, all matters concerning the computation of Capital Accounts, the allocation of Profit (and items thereof) and Loss (and items thereof), the allocation of items of Company income, gain, loss, deduction and expense for tax purposes and the adoption of any accounting procedures shall be determined by the Managing Member. In the event that the Managing Member determines that it is prudent to modify the

manner in which the Capital Accounts, or any debits or credits thereto, or any tax allocations are computed in order to effectuate the intended economic sharing arrangement of the Members as reflected in Article V, the Managing Member may make such modifications.

(b) Foreign Tax Requirements. The Managing Member shall use commercially reasonable efforts to determine whether a Member is required to file any tax return or is liable for any taxes in a jurisdiction outside the United States, and shall notify the Members of such determinations.

ARTICLE V

DISTRIBUTIONS

Section 5.1 Withdrawals and Distributions in General. Members shall not have the right to demand the return of or otherwise withdraw their Capital Contributions, except as specifically set forth in this Agreement. Distributions to the Members in accordance with their respective Percentage Interests out of Available Cash shall be made at such times and in such amounts as shall be determined by the Managing Member in its commercially reasonable discretion, except (i) prior to making any other distributions, the Company shall first repay to each Member all Advances made by such Members and second, to Members pro rata in accordance with their respective Unpaid Preferred Returns, until the Unpaid Preferred Return of the Members, if any, is reduced to zero, and third, the Company shall distribute to each Member, on a pro-rata basis, an amount equal to his Adjusted Capital Contributions, and (ii) the Company shall make such distributions as set forth in Section 5.2 hereof. Any distribution may be made in cash or other property or any combination thereof, as the Managing Member may determine in its commercially reasonable discretion. No distributions shall be made that would have the effect of rendering the Company insolvent.

Section 5.2 Tax Distributions.

(a) The Company shall distribute out of any Available Cash to each Member an amount equal to (i) the maximum combined United States federal, New York State (or such other state in which a Member has tax obligations) and local income tax rate in effect from time to time multiplied by the net taxable income of the Company allocated to such Member during such times from the formation of the Company through the last day of the calendar month preceding the date of distribution (a "Tax Distribution"), less (ii) the sum of prior Tax Distributions made to such Member pursuant to the preceding clause (i).

(b) In the event that there is not sufficient cash available to make a Tax Distribution with respect to each Member, the Company shall make from Available Cash Tax Distributions to each Member in an aggregate amount less than the aggregate Tax Distributions calculated in accordance with Section 5.2(a); provided, that the amount each Member receives pursuant to this Section 5.2(b) shall bear the same ratio to the aggregate amount distributed pursuant to this

Section 5.2(b) that such Member's Tax Distribution bears to the aggregate Tax Distributions calculated pursuant to Section 5.2(a).

(c) For the avoidance of doubt, any distribution made under this Section 5.2 shall be considered a distribution for all purposes under this Agreement.

Section 5.3 Limitations on Distributions. Notwithstanding anything expressed or implied to the contrary in this Agreement, the Company shall not be required to make a distribution to any Member on account of such Member's Interest if such distribution would violate the New York Act or other applicable law.

Section 5.4 Withholding. The Managing Member shall comply with all withholding requirements imposed by any taxing authority and the amounts so withheld in respect of a Member shall be treated as a distribution to such Member for purposes of this Agreement. If payments are withheld from the Company by reason of a Member's tax status, and if the rate of such withholding is not the same for all Members, the amount withheld in respect of a Member shall be treated as distributed to such Member for purposes of this Agreement. The Managing Member shall use its reasonable efforts to minimize withholding in respect of the Company and each Member and to assist a Member in respect of whom there is withholding to obtain refunds of such withheld amounts.

Section 5.5 Interest. No interest shall be paid or credited to the Members with respect to their Capital Contributions or Capital Accounts or upon any undistributed funds left on deposit with the Company except as otherwise may be expressly provided by this Agreement.

Section 5.6 No Priority. In connection with any distribution, whether upon the winding up of the Company or otherwise, and whether or not it shall constitute a return of capital, no Member shall have the right to demand or receive property other than cash. No Member shall have priority over any other Member as to distributions, the return of the amount of its Capital Contribution or any allocation of Profit and Loss, except (i) as set forth in Section 5.1 or otherwise explicitly set forth in this Agreement and (ii) that the upon any liquidation or dissolution of the Company, the Company shall make the distributions to the Managing Member required pursuant to Sections 10.2(b)(iii) and (iv) hereof before any other Members receive any distribution in connection with such liquidation or dissolution.

Section 5.7 Distribution of Property. For purposes of determining amounts distributable to the respective Members under this Agreement, any property to be distributed in kind shall have the value assigned to such property by the Managing Member in its commercially reasonable and good faith judgment, and the amount of Profit or Loss that would have been realized had such assets been sold at their fair market value shall be allocated to the Capital Account of each Member pursuant to Section 4.3(a) of this Agreement immediately prior to such distribution.

ARTICLE VI

MANAGEMENT

Section 6.1 Management of the Company.

(a) The Company shall be managed by the Managing Member. Subject to the provisions of this Agreement, the Managing Member shall have the authority to manage and control the business and affairs of the Company, to make decisions affecting the business and affairs of the Company and to take such actions as it deems necessary or appropriate to accomplish the purposes of the Company as set forth herein. Except as otherwise set forth in this Agreement, the approval of the Managing Member shall be required to take any action with respect to the Company. Teddy Lichtschein shall serve as the Chief Executive Officer of the Company, shall oversee all day-to-day operational functions of the Company and execution of the Company's business plan once the business plan has been finalized by the Managing Member, and shall dedicate such of his business time as is necessary to carry out such duties. Yoseph Levine shall be an Authorized Member of the Company, and shall have the authority to bind the Company subject to, and to the extent consistent with, the terms hereof, which right may be revoked by the Managing Member in its sole discretion. David Stein shall carry out the operations necessary to make sure Company has all five locations up and running in the allotted time as described in the registration application, be responsible for the measurement and effectiveness of all processes internal and external as well as provide timely, accurate and complete reports on the operating condition of the Company, and spearhead the development, communication and implementation of effective growth strategies and processes. Charlie Rubin shall be responsible for all aspects of cultivating/manufacturing the marijuana. Cultivating/manufacturing shall include all the steps or stages from preparing the soil, cloning, veg, flowering etc. to the stage of the chopped up plant being fed into the extraction equipment. Annual salaries and/or consulting fees paid by the Company to any Member shall be approved in writing by the Managing Member and shall be in accordance with all aspects of the Compassionate Care Act, New York Public Health Law § 238, and all other state and federal regulations.

(b) The Managing Member may, but shall not be required to, designate one or more additional officers or other agents who shall have such duties and shall perform such functions as may be delegated to them by the Managing Member from time to time. Any officers or other agents who are appointed by the Managing Member may be removed, at any time and from time to time, by the Managing Member, with or without cause. The Managing Member shall retain the authority at all times to make management decisions in accordance herewith notwithstanding any delegation of duties by the Managing Member to officers, employees or other agents.

(c) In furtherance but notwithstanding any other provision of this Article VI, the Managing Member shall not do any act in contravention of this Agreement and each Member and Officer shall fully comply with all aspects of the Compassionate Care Act, New York Public Health Law § 238, and all other state and federal regulations.

(d) TL shall be the initial Managing Member. TL and its assigns and successors to its Interests shall have the sole right to appoint a Managing Member in its place. No appointment as a Managing Member shall be effective until such Person is bound in writing to the restrictive provisions of Section 6.5 hereof in favor of the Company.

(e) Notwithstanding any other provision hereof, neither the Company nor any officer may take or authorize any of the following actions on behalf of the Company without the express prior written approval of seventy five percent (75%) of the Members:

- a) effect any reorganization, recapitalization, merger, consolidation or sale of all or substantially all of the assets of the Company, including, without limitation, any disposition of assets of the Company which would have a material adverse effect upon the business or financial condition of the Company or any subsidiary of the Company
- b) liquidate, dissolve or wind-up the business and affairs of the Company, or consent to any of the foregoing;
- c) issue any equity or profit sharing interests or any options to purchase equity or profit sharing interests in the Company which have any dilutive effect on the ownership interests of a Member or in any way reduce or may reduce a Member's Percentage Interests except as permitted by 3.2(f) and otherwise by this Agreement;
- d) make any amendment to the certificate of formation or the operating agreement;
- e) enter into any transaction with an interested party which is not on commercially reasonable terms;
- f) license, pledge or encumber any asset of the Company except in connection with ordinary course financing of office equipment, prepay any debt or issue any guaranty;
- g) take any actions not in the ordinary course of business as such business is contemplated to be operated by the Members on the date that the transaction is consummated;
- h) permit any subsidiary to do any of the above.

(f) The Company may not exceed the amount of expenses provided for in the budget attached hereto as Schedule B and Schedule C without the express prior written approval of the Managing Member until all initial Capital Contributions have been returned.

Section 6.2 Reliance by Third Parties. Persons dealing with the Company are entitled to rely conclusively upon the power and authority of the Managing Member and the officers of the Company herein set forth so long as such actions are taken in accordance herewith.

Section 6.4 Payment of Company Expenses. The Managing Member may apply the Company's cash to the reserves of the Company for future expenses, needs, obligations and liabilities (whether liquidated, fixed, contingent or otherwise), in each case as the Managing Member shall determine in its commercially reasonable good faith judgment to be appropriate and in the best interest of the Company. Except as set forth in Section 6.1, as otherwise approved by the Managing Member or as otherwise set forth in this Agreement, a Managing Member shall not receive or be entitled to receive any compensation or management fee for acting in its capacity as Managing Member.

Section 6.5 Other Activities of the Members.

(a) Each Managing Member may engage or invest in any other business or venture of any nature or description, or possess any interest therein, independently or with others so long as such business or venture is not directly competitive with the Company. Neither a Managing Member nor any other person employed by, related to, or in any way affiliated with, such Managing Member shall have any duty or obligation to disclose or offer to the Company or the Members, or obtain for the benefit of the Company or the Members, any such independent venture or interest therein; and the Company, the Members, the creditors of the Company, and any other person having any interest in the Company shall not have (a) any claim, right or cause of action of any kind against such Managing Member or any other person employed by, related to, or in any way affiliated with, such Managing Member by reason of any direct or indirect investment or other participation, whether active or passive, in any such independent venture or interest therein, or (b) any rights in or to any such independent venture or interest thereon or the income or profits derived therefrom.

(b) So long as any Person is a Member and at any time thereafter while prohibited by any law or regulation, such Person (i) shall fully comply with all aspects of the Compassionate Care Act, New York Public Health Law § 238, and all other state and federal regulations and (ii) shall not enter into any agreement with a registered practitioner or health care facility concerning the provision of services or equipment that may adversely affect any person's freedom to choose the dispensing facility at which the certified patient or designated caregiver will purchase approved medical marijuana products.

(c) So long as any Person is a Member and at any time thereafter, without the prior written consent of the Managing Member, except to the extent required by an order of a court having jurisdiction or under subpoena from an appropriate government agency, in which event, such Person shall, to the extent legally permitted, consult with all of the Managing Member prior to responding to any such order or subpoena, and such Member shall not disclose to or use for the benefit of any third party any confidential or proprietary trade secrets, customer lists, drawings, designs, information regarding product development, marketing plans, sales plans, manufacturing plans, management organization information, operating policies or manuals, business plans, financial records, packaging design or other financial, commercial, business or technical information (i) relating to the Company, or (ii) that the Company may receive belonging to suppliers, customers or others who do business with the Company as a result of such Person's position or status as a Member with the Company (collectively, "Confidential Information").

(d) Each Member agrees that the Company shall own all right, title and interest throughout the world in and to any and all inventions, original works of authorship, developments, concepts, know-how, improvements or trade secrets, whether or not patentable or registerable under copyright or similar laws, which such Member may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice so long as he is a Member of the Company or employed by or has an independent contractor relationship with the Company, whether or not during regular working hours, to the extent that they (i) relate at the time of conception or development to the products being developed, marketed sold by, or

demonstrably proposed business or research and development activities of the Company or derivations thereof; (ii) result from or relate to any work performed for the Company; or (iii) are developed through the use of Confidential Information and/or Company resources or in consultation with Company personnel (collectively referred to as “Developments”). Each Member hereby assigns all right, title and interest in and to any and all of these Developments to the Company. Each such Member shall confirm any such waivers and consents from time to time as requested by any Managing Member.

(e) Each Member hereby covenants and agrees that so long as he is a Member of the Company and for a period of two (2) years after he is no longer a Member of the Company for any reason (the “Restricted Period”), such Member shall not, directly or indirectly, individually or jointly, own any interest in, operate, join, control or participate as a partner, director, principal, officer, or agent of, enter into the employment of, act as a consultant to, or perform any services for any person or entity (other than the Company), that engages in any business activities in which the Company or any of its subsidiaries are engaged (or have committed plans to engage) while he is a Member, or, after he is no longer a Member, were engaged in business (or had committed plans to engage) at the time of such termination of his status as a Member within the States of, New Jersey and/or New York or any other jurisdiction in which the Company or its subsidiaries are engaged (or have committed plans to engage) in business while he was a Member, or, after he is no longer a Member, were engaged (or had committed plans to engage) in business at the time of such termination of such Member’s status as Member.

(f) During the Restricted Period, each Member shall not, directly or indirectly, for his own account or for the account of any other person or entity, engage in Interfering Activities. For purposes of this Agreement, “Interfering Activity” shall mean (i) encouraging, soliciting, or inducing, or in any manner attempting to encourage, solicit, or induce, any individual employed by, or individual or entity providing consulting services to, the Company or any of its subsidiaries to terminate such employment or consulting services; provided, that the foregoing shall not be violated by general advertising not targeted at employees or consultants of the Company or its subsidiaries; (ii) hiring any individual who was employed by the Company or any of its subsidiaries within the twelve (12) month period prior to the date of such hiring; or (iii) encouraging, soliciting or inducing, or in any manner attempting to encourage, solicit or induce any customer, supplier, advertiser, distributor, licensee or other business relation of the Company or any of its subsidiaries to cease doing business with or materially reduce the amount of business conducted with the Company or its subsidiaries, or in any way interfere with the relationship between any such customer, supplier, advertiser, distributor, licensee or business relation and the Company or its subsidiaries.

(g) So long as a Member is a Member and at any time thereafter, such Member shall not use any property (including without limitation property in electronic format) owned, leased or licensed by, or otherwise properly in use by or in the possession of, the Company (collectively, “Company Property”) for any purpose other than for the benefit of the Company, except for business uses related to the performance of such Member’s duties and responsibilities hereunder, such Member shall not remove from the Company premises any Company Property without

written consent of the Managing Member.. In the event of such Member no longer being a Member, or at any time at the request of a Managing Member, such Member shall return all of (i) the Company Property, and (ii) the documents and data of any nature and in whatever medium of the Company, and such Member shall not take with him any such property, documents or data or any reproduction thereof, or any documents containing or pertaining to any Confidential Information.

(h) If any court of competent jurisdiction shall at any time deem the duration or the geographic scope of any of the provisions of Section 6.5 unenforceable, the other provisions of this Agreement shall nevertheless stand and the duration and/or geographic scope set forth in such section shall be deemed to be the longest period and/or greatest size permissible by law under the circumstances, and the parties hereto agree that such court shall reduce the time period and/or geographic scope to permissible duration or size.

(i) Without limiting the remedies available to the Company, each Member acknowledges that a breach of any of the covenants contained in this Section 6.5 may result in material irreparable injury to the Company and/or its subsidiaries and Affiliates for which there is no adequate remedy at law, that it will not be possible to measure damages for such injuries precisely and that, in the event of such a breach or threat thereof, the Company shall be entitled to obtain a temporary restraining order and/or a preliminary or permanent injunction, without the necessity of proving irreparable harm or injury as a result of such breach or threatened breach of this Section 6.5, restraining the Members or any third party from engaging in activities prohibited by this Section 6.5 or such other relief as may be required specifically to enforce any of the covenants in this Section 6.5. Notwithstanding any other provision to the contrary, the Restricted Period shall be tolled during any period of violation of any of the covenants in this Section 6.5 and during any other period required for litigation during which the Company seeks to enforce such covenants against any Member if it is ultimately determined that such Member was in breach of such covenants.

(j) It is anticipated that each of the Members will have an active role in the development and operation of the Company and that each of them stand to have significant professional and economic benefit from his involvement with the Company. Accordingly, each of the Members acknowledges and agrees that the provisions of this Section 6.5 are reasonable and necessary to protect the business of the Company.

ARTICLE VII

BOOKS AND RECORDS; TAX RETURNS; CONFIDENTIALITY

Section 7.1 Books and Records. The books and records of the Company, and a list of the names and residence, business or mailing addresses, Interests and Capital Contributions of all Members, shall be maintained at the principal executive offices of the Company. The Company may maintain such other books and records and may provide such financial or other statements as the Managing Member in its commercially reasonable discretion deems advisable. Notwithstanding anything to the contrary in this Agreement, the Managing Member may restrict

access to the Company's books and records to the extent necessary to enforce compliance with any confidentiality restrictions or agreements to which the Members or third-parties are subject.

Section 7.2 Accounting. The books and records of the Company shall be kept in accordance with the tax method of accounting applicable to the Company. Any allocations of overhead to the Company shall be done by Managing Member in his reasonable discretion, in consultation with the Company's Accountants. No Member shall be allowed to challenge such allocations unless such allocations are patently unreasonable and inaccurate. The Managing Member shall cause the Company to use commercially reasonable efforts to provide to each Member as soon as practicable annual and quarterly financial statements after the end of each respective Fiscal Year or quarter.

Section 7.3 Filing of Tax Returns. The Managing Member shall prepare and file, or cause the Accountants to prepare and file, a federal information tax return and any required state and local income tax and information returns for each taxable year of the Company.

Section 7.4 Tax Matters Partner. ES shall be designated as the tax matters partner of the Company (the "Tax Matters Partner") as provided in Section 6231(a)(7) of the Code. All expenses incurred in connection with any audit, investigation, settlement or review shall be borne by the Company.

Section 7.5 Tax Information. The Managing Member shall cause the Company to prepare and mail to each Member a report setting forth in sufficient detail such information as shall enable such Member to calculate its estimated federal, state and local income tax liability with respect to such Fiscal Year in accordance with the applicable law then prevailing. The Managing Member shall cause the Company to use commercially reasonable efforts to provide to each Member as soon as practicable after the end of each Fiscal Year a Form K-1 and such other information with respect to the Company as may be necessary for the preparation of such Member's tax returns.

Section 7.6 Allocation of Expenses. The Managing Member may engage in other businesses separate and apart from the business of the Company. Such other businesses may share corporate resources and facilities. The Managing Member may allocate expenses and overhead between the Company and such other businesses. Such determinations by the Managing Member shall be deemed final and unappealable absent manifest material error

Section 7.7 Bank Accounts. The Company shall establish accounts at such banks and other financial institutions as the Managing Member may determine in its commercially reasonable discretion.

ARTICLE VIII

TRANSFERS OF INTERESTS

Section 8.1 Prohibition. No Member shall Transfer all or any portion of its Units or any economic attributes thereof or, if such Member is a limited liability company, corporation or any

other entity, any underlying interest in such limited liability company, corporation or other entity, other than a transfer (a “Permitted Transfer”): (a) upon the written consent of the Managing Member; or (b) made for bona fide estate planning purposes, either during his or her lifetime or on death by will or intestacy to his or her spouse, child (natural or adopted), or any other direct lineal descendant of such Member (or his or her spouse) (all of the foregoing collectively referred to as “family members”), or any other relative/person approved by the Managing Member, or any custodian or trustee of any trust, partnership or limited liability company for the benefit of, or the ownership interests of which are owned wholly by, such Member or any such family members; provided, however, (i) the Transferring Member shall deliver prior written notice to the Managing Member of such Transfer and such Units shall at all times remain subject to the terms and restrictions set forth in this Agreement and such transferee shall, as a condition to such Transfer, deliver a counterpart signature page to this Agreement as confirmation that such transferee shall be bound by all the terms and conditions of this Agreement as a Member, including the obligations of the Members with respect to Transfers, and any additional agreements required to be entered into under Section 6.5 hereto and (ii) such Transfer shall have been made pursuant to a transaction in which there is no consideration actually paid for such Units. Any attempted Transfer of Units, other than in strict accordance with this Article VIII, shall be null and void and the purported transferee shall have no rights as a Member hereunder. Each Member and each assignee of any Interest thereof hereby agrees that it will not effect any Transfer of any Units in any manner contrary to the terms of this Agreement or that violates or causes the Company or any Members to violate or requires any registration under the Securities Act, the Securities Exchange Act of 1934, as amended, the Investment Company Act of 1940, as amended, or the laws, rules, regulations, orders, and directives of any governmental authority. Any attempted or purported transfer made in violation of the terms and conditions of this Agreement shall be null and void. “Transfer” shall mean, as a noun, any voluntary or involuntary transfer, sale, assignment, pledge, encumbrance or other direct or indirect disposition; and, as a verb, voluntarily or involuntarily to directly or indirectly sell, assign, transfer, grant, give away, hypothecate, pledge, encumber or otherwise dispose of, and shall include any transfer by will, gift or intestate succession or by operation of law.

Section 8.2 Conditions to Permitted Transfers. A Member shall be entitled to make a Permitted Transfer of all or any portion of its Units only upon satisfaction of the conditions in Section 8.1 and each of the following conditions:

- (a) such Transfer does not cause the Company to lose its status as a partnership for federal or state income tax purposes;
- (b) such Transfer does not result in a violation of the Compassionate Care Act, New York Public Health Law § 238, and all other applicable laws;
- (c) such Transfer does not require the registration or qualification of such Units pursuant to any applicable federal or state securities laws;

(d) the Tax Matters Partner determines, in his sole discretion, that such Transfer, itself or together with any other Transfers, would not result in the Company being classified as a publicly traded partnership within the meaning of Section 7704(b) of the Code;

(e) the Managing Member receives written instruments that are in a form and substance satisfactory to the Managing Member (including, without limitation, (i) copies of any instruments of Transfer, (ii) such transferee's consent to be bound by this Agreement as a Member, and (iii) if requested by the Managing Member, an opinion of counsel to such transferee, in form and substance acceptable to the Managing Member, to the effect that the conditions set forth in any of the Subsections above have been satisfied);

(f) if required by the Managing Member, such transferee shall execute and swear to an instrument by the terms of which such Person acknowledges that the relevant Units have not been registered under the Act, or any applicable state securities laws, and covenants, represents and warrants that such transferee acquired the relevant Units for investment only and not with a view to the resale or distribution thereof; and

(g) such transferee shall execute and deliver this Agreement and shall furnish the Managing Member with such other similar information or documentation as the Managing Member may reasonably request.

The Managing Member may interpret, and is hereby authorized to take such action as it deems necessary or desirable to effect, the foregoing provisions of this Section 8.2.

Section 8.3 Effect of Transfers. Upon any Permitted Transfer and admission to the Company as a Substitute Member pursuant to Article IX, the transferee of the Interest Transferred shall be entitled to receive the distributions and allocations of income, gain, loss, deduction, and expense to which the Transferring Member would be entitled with respect to such Interest and shall be entitled to exercise any of the other rights of a Member with respect to the Transferring Member's Interest, provided, however, that, except as otherwise expressly set forth in this Agreement, under no circumstances shall any Substitute Member have the right to serve as a Managing Member, officer, employee, consultant or contractor of the Company. In the event that there is no Managing Member as a result of this Section 8.3, the remaining Members shall, by an affirmative vote of such Members holding an aggregate Interest of at least 51% by Percentage Interest, designate a new Managing Member.

Section 8.4 Taxes, etc. Each Member hereby agrees to indemnify and hold harmless the Company and each other Member from and against 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 by such Member in contravention of the provisions of this Agreement.

Section 8.5 Purchase Right.

(a) Upon the termination of the employment of CR or DS, as the case may be, by the Company other than for "Cause" (as defined therein), the Managing Member shall have the right, to

purchase all of the Interests held by CR or DS, as the case may be, (a “CRDS Buyout”) in accordance with the terms set forth herein. Upon electing to consummate a CRDS Buyout, the Managing Member/s shall provide notice to CR or DS, as the case may be, that the Managing Member/s desires to purchase CR’s or DS’s Interests, as the case may be. Within thirty days of delivering such notice to CR or DS, as the case may be, the Managing Member/s shall deliver the Buy-out Price (as defined below) to CR or DS, as the case may be, by wire transfer or check drawn on a bank account with a U.S. bank. Upon the delivery of such payment such Interests shall be deemed to have been Transferred to the Managing Member/s. CR or DS, as the case may be, shall execute such documents of transfer as the Managing Member/s may reasonably request. As used herein, “Buy-out Price” means, with respect to all of CR’s or DS’s Interests, as the case may be, an aggregate amount equal to (A) the amount decided in accordance with the procedure used in Section 3.2 (b), taking into account the relative value of the shares as non-voting and the capital accounts of the respective Members as of the date of the notice of such CRDS Buyout (as reasonably calculated by the Managing Member in good-faith), multiplied by (B) the Percentage Interest represented by the Interests held by CR or DS, as the case may be, minus (C) all amounts owed by CR or DS, as the case may be, to the Company and any advances made by the Company to CR or DS, as the case may be. For the avoidance of doubt, the Buy-out Price as calculated herein constitutes the Buy-out Price for all of the Interests held by CR or DS, as the case may be unless such amount of Interest has been lowered per section 3.2(e) of this Agreement, in which case the Buy-out Price will be similarly lowered. In the event that the Buy-out Price exceeds \$80,000, the Managing Member may pay such Buy-out Price in equal monthly installments not exceeding 24 months until such time as the Buy-out Price is paid in full.

(b) Upon (i) the termination of the employment of CR or DS, as the case may be, by the Company for Cause, or (ii) the termination of the employment of CR or DS, as the case may be, by the choice of CR or DS, as the case may be, the Managing Member shall have the right, to purchase all of the Interests held by CR or DS, as the case may be (a “Cause Buyout”) in accordance with the terms set forth herein. Upon electing to consummate a Cause Buyout, the Managing Member shall provide notice to CR or DS, as the case may be, that the Managing Member desire to purchase CR’s or DS’s Interests, as the case may be, under the provisions of this section. Concurrently with the delivery of such notice to CR or DS, as the case may be, the Managing Member shall deliver One Dollar (\$1.00) to CR or DS, as the case may be, by wire transfer or check drawn on a bank account with a U.S. bank. Upon the delivery of such payment such Interests shall be deemed to have been Transferred to the Managing Member. CR or DS, as the case may be, shall execute such documents of transfer as the Managing Member may reasonably request. For the avoidance of doubt, the price listed above constitutes the price for all of the Interests held by YB.

(c) The parties hereto hereby declare that it is impossible to measure in money the damages which will accrue to a party hereto by reason of a failure to perform any of the obligations under this Section 8.5 (other than the payment of money). Therefore, if any party hereto shall institute any action or proceeding to enforce the provisions of this Section 8.5, any Person against whom such action or proceeding is brought hereby waives the claim or defense herein that such Person has an adequate remedy at law, and such Person shall not urge in any action or proceeding the

claim or defense that such remedy at law exists and/or is adequate or that posting a bond is necessary.

ARTICLE IX Section 8.5 **Drag Along Rights.** Upon a decision of the Members owning, in the aggregate, at least 51% of the outstanding Units in the Company (the “Drag Along Members”) to Transfer their Units to a Person who is not a Member or an Affiliate of a Member (a “Drag Along Transferee”), if the Drag Along Transferee wishes to purchase all of the outstanding Units, the Drag Along Members shall have the right to unanimously require all of the other Members to Transfer their Units to the Drag Along Transferee at the same price (on a per Unit basis) and upon the same terms and conditions set forth in the offer to the Drag Along Members made by the Drag Along Transferee (the “Drag Along Offer”). If Drag Along Members desire to exercise their option under this Section 8.5, they shall deliver written notice (the “Drag-Along Notice”) to the other Members (the “Receiving Members”), and the Receiving Members shall agree to Transfer all of their Units to the Drag Along Transferee at the same price and upon the same terms and conditions set forth in the Drag Along Offer. Without limiting the other terms set forth in this Section 8.5, each Member agrees to execute and deliver such instruments of conveyance and transfer and take such other action as may reasonably be required by the Company in order to carry out the terms and provisions of this Section 8.5; provided that, in connection with the transactions contemplated by this Section 8.5, no Receiving Member shall be required to make any representations or warranties other than with respect to (A) title to his, her or its Units in the Company, (B) authority to participate in the transaction and (C) other matters relating to his, her or its capability to fulfill his, her or its obligations under the proposed transactions (i.e., no conflicts; litigation) and shall not be required to indemnify the Drag Along Transferee or the Drag Along Members in respect of any matter other than a breach by such Receiving Member of his, her or its representations and warranties enumerated above. Each Member’s liability in connection with any sale of Units pursuant to this Section 8.5 shall be several and not joint with any other Member or party and shall be limited to the proceeds received by such Member in connection with such transaction.

ARTICLE IX

ADDITIONAL MEMBERS; WITHDRAWAL OF MEMBERS

Section 9.1 **Admissions; Withdrawals.** No Person shall be admitted to the Company as a Member (other than the Initial Members) except in accordance with Section 9.2 or Section 9.3 hereof, the Compassionate Care Act, the New York Public Health Law § 238, and all other state and federal regulations. No Member shall be entitled to withdraw from the Company, except in accordance with Section 9.5 hereof. Any purported admission or withdrawal which is not in accordance with this Article IX shall be null and void. Upon admission of any Additional or Substitute Member, or upon any Member ceasing to be a Member, the books and records of the Company shall be revised accordingly to reflect such admission or cessation.

Section 9.2 Admission of Additional Members. A Person shall become an Additional Member pursuant to the terms of this Agreement only if and when each of the following conditions is satisfied:

- (a) the Managing Member consents in writing to the addition of such Person as an Additional Member upon terms and conditions specified in such writing, which consent may be given or withheld in the Managing Member's discretion;
- (b) the Managing Member has received, on behalf of the Company, the consideration for the Interest to be transferred to such Additional Member in accordance with the terms and conditions agreed upon pursuant to Section 9.2(a);
- (b) the Managing Member has received written instruments (including, without limitation, such Person's consent to be bound by this Agreement as a Member that are in form and substance satisfactory to the Managing Member, as determined in its discretion); and
- (c) such Person shall furnish the Managing Member with such other similar information or documentation as the Managing Member may request.

Section 9.3 Admission of Transferees as Substitute Members. A transferee of all or any portion of a Member's Interest shall become a Substitute Member of the Company only if the conditions of Section 8.2 have been satisfied.

Section 9.4 Cessation of Membership.

(a) Any Member shall cease to be a Member of the Company upon the earliest to occur of any of the following events:

- (1) such Member's withdrawal from the Company pursuant to Section 9.5 hereof;
- (2) as to any Member that is not an individual, the filing of a certificate of dissolution, or its equivalent, for such Member; or
- (3) the Bankruptcy of such Member.

(b) Upon any Member ceasing to be a Member pursuant to subsection (a) above, such Member or its successor-in-interest shall become an assignee as to its Interest, entitled to receive the distributions and allocations of income, gain, loss, deduction and expense to which such Member would have been entitled, but shall not be entitled to exercise any of the other rights of a Member in such Interest. Such Member shall have no right to a return of its Capital Contribution.

Section 9.5 Withdrawal of Members. If a Member has Transferred all of its Units in one or more Permitted Transfers, then such Member shall withdraw from the Company as of the date upon which the transferee of the last of such Units has been admitted as a Substitute Member in accordance with Section 9.3 hereof, and such withdrawing Member shall no longer be entitled to exercise any rights or powers of a Member under this Agreement. Other than as set forth in this

Section 9.5, no Member may withdraw from the Company without the prior written consent of each of the other Members.

ARTICLE X

DISSOLUTION OF THE COMPANY

Section 10.1 Dissolution. The Company shall be dissolved upon the occurrence of either of the following events (an “Event of Termination”):

- (a) a determination by the Managing Member to dissolve the Company; or
- (b) the entry of a decree of judicial dissolution under the New York Act.

No other event, including the retirement, insolvency, liquidation, dissolution, insanity, expulsion, Bankruptcy, death, incapacity or adjudication of incompetency of a Member, shall cause the existence of the Company to terminate.

Section 10.2 Winding-Up. Upon any dissolution or other termination of the Company, each of the following shall occur:

(a) Upon the dissolution of the Company, the Managing Member shall wind up the Company’s affairs and sell the Company’s assets. The process shall be conducted as expediently as is practicable and prudent, and in such manner as the Managing Member, in its commercially reasonable good faith discretion, determine is appropriate to obtain the best prices. The Members shall continue to share income, gains, losses, deductions, expenses, and credit during the liquidation, pursuant to the provisions of Article IV.

(b) The proceeds of the sale of Company assets shall be distributed in the following priority:

(i) first, all Company debts and liabilities to Persons other than the Members shall be paid and discharged, and there shall be withheld such reserves as the Managing Member in its commercially reasonable good faith discretion deem adequate, such reserves (or the balances thereof) to be held and released in such manner and at such times as the Managing Member in its commercially reasonable good faith discretion deems advisable;

(ii) second, any Advances that may have been made by any of the Members to the Company shall be repaid;

(iii) third, to the Members, on a pro rata basis, in an amount equal to their Adjusted Capital Contributions; and

(iv) fourth, to the Members, on a pro rata basis, in accordance with their respective Percentage Interests , as adjusted according to this Agreement up to and including the date of the distribution.

(c) Upon the completion of the distribution of the Company's assets, the Company shall be terminated and the Members shall cause the Company to execute and file Articles of Dissolution in accordance with the New York Act.

Section 10.3 Reserves.

(a) If there is any contingent liability of the Company or any pending transaction or claim by the Company as to which the withdrawing Member's share of such liability or claim cannot, in the sole judgment of the Managing Member, then be determined, the probable loss or liability, or value of the claim, as the case may be, may be excluded from the valuation of assets or liabilities for the purpose of computing the amount owing to any Member upon its withdrawal pursuant to Article IX or for the purpose of computing the amount available for distribution upon dissolution and termination of the Company pursuant to this Article X.

(b) Upon the determination by the Managing Member, in his sole discretion, that circumstances no longer require the exclusion of assets or retention of sums as provided in Section 10.3(a) hereof, the Managing Member shall, at the earliest practicable time, pay such sums or distribute such assets or the proceeds realized from the sale of such assets to each Member from whom such sums or assets have been withheld. The Managing Member shall not pay or distribute such assets or proceeds to any Member without treating all Members in the same manner as regards such determination.

(c) No amount shall be paid or charged to any Member's Capital Account on account of any such contingency, transaction, or claim until its final settlement or such earlier time as the Managing Member shall determine in its commercially reasonable good faith discretion. Upon an Event of Termination, the Company may retain from sums otherwise due such Member an amount that the Managing Member estimate to be sufficient to cover the share of such Member of any probable loss or liability on account of such contingency or the probable value of the transaction or claim. Any amount so withheld from a Member, to the extent that such amount corresponds to cash or liquid securities, shall be held in a segregated interest-bearing account (which may be commingled with similar accounts of other Members). Any unused portion of such reserve shall be distributed with interest accrued thereon after the Managing Member shall have determined in its sole discretion that the need therefore shall have ceased.

ARTICLE XI

EXCULPATION AND INDEMNIFICATION

Section 11.1 Definitions. For purposes of this Article XI, each of the following terms shall have the meaning ascribed to such terms in this Section 11.1.

(a) Covered Person. The term "Covered Person" means and includes any of the following persons or entities: (a) any former, current or future Managing Member, or (b) any former or current director or officer of the Company, any Affiliate of the Company or any of the Persons listed in clause (a).

(b) Proceeding. The term “Proceeding” means and includes any threatened, pending, or completed demand, mediation, arbitration, suit, cause of action, action or other proceeding, whether civil, criminal, administrative, or investigative in nature, to which a Covered Person is a party or in which a Covered Person is otherwise involved by reason of the fact that such person is or was a Covered Person. Without limiting the generality of the foregoing, Proceeding shall expressly include (a) any Proceeding brought by the Company against such Covered Person or brought in the right of the Company by any person or entity against such Covered Person; and (b) any Proceeding brought to establish any right to exculpation or indemnification under this Article XI.

(c) Claims. The term “Claim” means and includes any claim, loss, damages, liability, judgment, fine, settlement, compromise, award, cost, expense or other amount arising from or otherwise related to any Proceeding, including without limitation, any attorney fees, expert witness fees or related costs incurred in such Proceeding and any costs or expenses incurred in connection or otherwise related to such Covered Person’s establishment of a right to exculpation or indemnification in such Proceeding under this Article XI.

Section 11.2 Exculpation. Notwithstanding any provision of this Agreement to the contrary, whether express or implied, or any obligation or duty at law or in equity, and except to the extent otherwise explicitly provided by any other agreement, no Covered Person shall be liable to the Company or to any other person or entity for any act or omission related to the Company and the conduct of its business, this Agreement, any related document, or any transaction or investment contemplated by this Agreement or any related document to the extent that (1) such act was committed or such omission was made (i) in good faith by such Covered Person, and (ii) in the reasonable belief that such act or omission was not contrary to the Company’s best interests and within the scope of such Covered Person’s authority, as granted pursuant to this Agreement; (2) such act or omission did not constitute fraud, willful misconduct, bad faith or gross negligence; and (3) such act or omission was not in violation of law or a material breach of this Agreement.

Section 11.3 Indemnification. To the fullest extent permitted by applicable laws, except as otherwise explicitly provided by any other agreement, the Company hereby indemnifies each Covered Person against and hereby agrees to defend and protect such Covered Person against and to hold such Covered Person free and harmless from any and all Claims arising from or otherwise related to such Covered Person’s act or omission to the extent that (a) such act or omission was related to the Company or its business, this Agreement, any related document, or any transaction or investment contemplated by this Agreement or any related document; (b) such act was committed or such omission was made (1) in good faith by such Covered Person, and (2) in the reasonable belief that such act or omission was not contrary to the Company’s best interests and within the scope of such Covered Person’s authority, as granted pursuant to this Agreement; (c) such act or omission did not constitute fraud, willful misconduct, bad faith or gross negligence; and (d) such act or omission was not in violation of law or a material breach of this Agreement.

Section 11.4 Limit on Indemnification. Notwithstanding Section 11.3 hereof to the contrary, no Covered Person shall be entitled to indemnification in any Proceeding under Section 11.3 to

the extent that such Covered Person initiated the Proceeding unless (a) such Proceeding was brought to enforce such Covered Person's rights to indemnification hereunder or (b) the Managing Member authorized, directed, consented to, approved or ratified the bringing of such Proceeding, by formal resolution or other action.

Section 11.5 Advanced Expenses. Costs and expenses actually and reasonably incurred by a Covered Person in any Proceeding shall be paid by the Company in advance of final disposition of such Proceeding upon receipt by the Company of an undertaking by or on behalf of such Covered Person to repay such amount if it shall be ultimately determined that such Covered Person is not entitled to exculpation under Section 11.2 hereof and indemnification under Section 11.3 hereof.

Section 11.6 Tender of Defense. Any Covered Person may tender defense of any Proceeding or make demand for exculpation or indemnification under this Article XI by providing written notice in accordance with this Agreement to the Managing Member. Upon any tender of defense, the Managing Member shall cause the Company to appoint such legal counsel for such Covered Person as such Covered Person may reasonably approve and, subject to the terms, conditions and other provisions of this Article XI, shall pay all attorneys fees and related costs incurred by such Covered Person to such legal counsel directly and in a timely manner.

Section 11.7 No Presumption. The termination of any Proceeding by a judgment, decree, order, injunction, settlement, compromise, award, conviction, or upon a plea of nolo contendere (or its equivalent) shall not, of itself, create a presumption that (a) a Covered Person did not act in good faith; or (b) that such Covered Person acted in a manner which (i) was not in the Company's best interests, (ii) was not within the scope of such Covered Person's authority, or (iii) such Covered Person did not reasonably believe to be in the Company's best interests or within the scope of such Covered Person's authority.

Section 11.8 Successful Defense. To the extent that any Covered Person is successful on the merits in defense of any Proceeding, such Covered Person shall be deemed and considered entitled to exculpation under Section 11.2 hereof and indemnification under Section 11.3 hereof.

Section 11.9 Standard of Conduct. The determination that any Covered Person has met or not met the applicable standard of conduct required by Section 11.2 hereof or Section 11.3 hereof may be made by a finding, judgment, order or decree of any court or other presiding authority in any Proceeding, whether upon application of the Company or of such Covered Person (regardless of whether the Company opposes application).

Section 11.10 Nonexclusive Remedy. The rights and remedies under this Article XI shall not be deemed or considered exclusive of or (in any way) diminish, limit, restrict alter or otherwise adversely affect any other right to exculpation or to indemnification or any other right or remedy available to any Covered Person under any agreement, any vote of the Managing Member, any applicable law or otherwise, both with respect to acts or omissions in an official capacity and acts or omissions in a separate capacity while holding such official capacity.

Section 11.11 Survival of Rights. The provisions of this Article XI shall continue to afford protection to each Covered Person regardless of whether such Covered Person remains in the position or capacity pursuant to which such Covered Person became entitled to indemnification under this Article XI and regardless of any subsequent amendment to this Agreement, and no amendment to this Agreement shall reduce or restrict the extent to which these indemnification provisions apply to actions taken or omissions made prior to the date of such amendment.

ARTICLE XII

MISCELLANEOUS

Section 12.1 Amendments. This Agreement may be amended only by a written instrument signed by the Managing Member and Members having Percentage Interests in excess of 50% in the aggregate, provided, however, that any amendment having a disproportionate negative effect on the rights of less than all of the Members shall not be effective with respect to any Member so affected unless such amendment is signed by such Member.

Section 12.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope or intent of this Agreement or any provision hereof.

Section 12.3 Additional Documents. Each Member agrees to perform all further acts and execute, acknowledge and deliver any documents that may be reasonably necessary to carry out the provisions or intentions of this Agreement.

Section 12.4 Governing Law; Jurisdiction.

(a) This Agreement and all matters arising herefrom or with respect hereto shall be governed by, and construed in accordance with, the internal laws of the State of New York, without regard to conflicts of laws principles thereof that would require the application of a different law.

(b) Any claim, suit, action or proceeding under or related to this Agreement shall be brought before a recognized Orthodox Beis Din agreed to by the parties (in the event such agreement is not reached, the two recognized Orthodox Beis Din's chosen by the parties shall choose a third), who shall serve as the sole arbitrator with respect to such matter and whose decision shall be final, unappealable and fully binding on the parties hereto. Solely for the purposes of enforcing the foregoing or any decision of the arbitrator, any suit, action or proceeding related to this Agreement, or any judgment entered by any court or arbitrator related to this Agreement, may be brought only in any federal or state court of competent jurisdiction in the State of New York, and the parties hereby submit to the exclusive jurisdiction of such courts. The parties (and any Affiliates or beneficiary or Permitted Transferees) irrevocably waive any objections which they may now or hereafter have to the laying of venue of any suit, action or proceeding brought in any court of competent jurisdiction in the State of New York and hereby irrevocably waive any claim that any such action, suit or proceeding has been brought in an inconvenient forum.

Section 12.5 Notices. Except as otherwise provided in this Agreement, all notices, requests and other communications to any Member shall be in writing (including fax or similar writing) and shall be given to such Person (and any other Person designated by such Person) at its address or fax number set forth on Schedule A hereto or such other address or fax number as such Person may hereafter specify for the purpose by notice. Each such notice, request or other communication shall be effective (a) if given by fax, when transmitted to the number specified pursuant to this Section 12.5 and followed by courier delivery within one Business Day thereafter, (b) if given by nationally recognized, next-day delivery service, one day following deposit with such courier service, addressed to the Person, with postage prepaid or (c) if given by any other means, when delivered at the address specified pursuant to this Section 12.5.

Section 12.6 Waiver of Partition. Each of the Members hereby irrevocably waives any and all rights that such Member may have to maintain any action for partition of any of the Company's property.

Section 12.7 Interpretation. Wherever from the context it appears appropriate, each term stated in either the singular or the plural shall include the singular and the plural, and pronouns stated in either the masculine, the feminine, or the neuter gender shall include the masculine, feminine and neuter. The section titles used in this Agreement are for reference purposes only and shall not control or alter the meaning of this Agreement as set forth in the text. Whenever the words "include" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." The phrases "the date of this Agreement," "the date hereof" and terms of similar import, unless the context otherwise requires, shall be deemed to refer to the date set forth in the preamble to this Agreement.

Section 12.8 Entire Agreement, etc. This Agreement constitutes the entire agreement among the Members party hereto relating to the subject matter hereof and supersedes all prior contracts, agreements and understandings among them. No course of prior dealings among the Members shall be relevant to supplement or explain any term used in this Agreement. No provisions of this Agreement may be waived, amended or modified orally, but only by an instrument in writing executed by the waiving party. No waiver of any terms or conditions of this Agreement in one instance shall operate as a waiver of any other term or condition or as a waiver in any other instance. For the avoidance of doubt, each of the parties hereto acknowledges and agrees that the rights and obligations of each of the parties hereunder shall not be construed as giving any Member the right to participate in any other venture or business undertaken by the Managing Member or any of his Affiliates, except as expressly set forth herein.

Section 12.9 No Third-Party Beneficiary. Except for the provisions of Article XI hereof, this Agreement is made solely for the benefit of the parties hereto and no other person shall have any rights, interest, or claims hereunder or otherwise be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

Section 12.10 Survival. All indemnities and reimbursement obligations made pursuant to this Agreement shall survive dissolution and liquidation of the Company until the expiration of the

longest applicable statute of limitations (including extensions and waivers) with respect to the matter for which a party would be entitled to be indemnified or reimbursed, as the case may be.

Section 12.11 Counterparts. This Agreement may be executed in several counterparts (including by facsimile, electronic scanning or similar means) and, as so executed, shall constitute one agreement, binding on all the parties executing this or any counterparts, even though all the parties are not signatory to the original or to the same counterpart, or that not all of the parties sign at the same time.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have duly executed this Limited Liability Company Agreement of Sheva Health & Wellness LLC as of the date first above written.

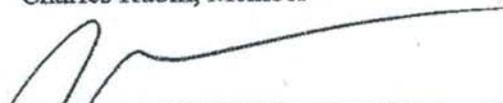
TL SHEVA HOLDINGS LLC, Member

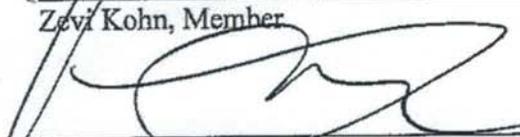

By: Eliezer Scheiner, as Authorized Member


By: Teddy Lichtschein, as Authorized Member


David Stein, Member


Charles Rubin, Member


Zevi Kohn, Member


Joseph Levine, Member

Schedule A
Members of LLC

<u>Name and Address of Member</u>	<u>Initial Capital Contribution</u>	<u>Number of Units</u>	<u>Percentage Interest</u>
TL Sheva Holdings, LLC	\$1,000,000	510	51.0%
Yoseph Levine			
David Stein			
Charles Rubin			
Zevi Kohn			

**ORGANIZATIONAL CHART
SHEVA HEALTH & WELLNESS LLC**

<u>Members</u>	<u>Ownership Interest</u>
TL Sheva Holdings, LLC Owned by: Eliezer Scheiner  Teddy Lichtschein 	51.0%
Yoseph Levine	
David Stein	
Charles Rubin	
Zevi Kohn	

Appendix A



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



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

Yes No

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

8. Phone:

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

NONE

N/A



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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. Row 1 contains 'N/A'.

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

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

Reason For Departure:

Name of Employer:

Type of Business:



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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.



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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



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19. Affirmative Statement of Qualifications

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

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

Signature: [Handwritten Signature] Date:

Notary Name: Benjamin Reisman Notary Registration Number: 01RE6275350

Notary (Notary Must Affix Stamp or Seal) [Handwritten Signature] Date: 6-4-15

BENJAMIN REISMAN
Notary Public, State of New York
Qualified in Kings County
Reg. No. 01RE6275350
Commission Expires JANUARY 28, 2017
BENJAMIN REISMAN
Notary Public, State of New York
Qualified in Kings County
Reg. No. 01RE6275350
Commission Expires JANUARY 28, 2017



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



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

Yes No

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

8. Phone: 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: Touro College, 1601 Avenue J Brooklyn, NY 11230, 1995, 1997, Healthcare Managment, 1997.



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Table with 5 columns: Type of Professional License, License Number, Institution Granting License (Mailing Address, Phone, Email), Effective Date, Expiration Date. Row 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

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



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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. The form is repeated for multiple individuals.



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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.

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



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



**Department
of Health**

Medical Marijuana Program
Application for Registration as
a Registered Organization

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**Department
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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.



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

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

Signature: [Handwritten Signature] Date: 6-4-15

Notary Name: Benjamin Reisman Notary Registration Number: 02RE6775350

Notary (Notary Must Affix Stamp or Seal) Date: 6-4-15

BENJAMIN REISMAN
Notary Public, State of New York
Qualified in Kings County
Reg. No. 01RE6275350
Commission Expires JANUARY 28, 2017



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: Sheva Health & Wellness LLC
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Yoseph H. Levine 3. Title: Managing Member
4. Briefly describe the role of this person or entity in the proposed registered organization: Member
5. Will this person or entity come into contact with medical marijuana or medical marijuana products? [X] Yes [] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [] 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.
New York State Drivers license revoked a few times for failure to pay New York Sate Assessment.

Form with fields for 8. Phone, 9. Fax, 10. Email, 11. Residence Address, 12. City, 13. State, 14. ZIP Code, and 15. Formal Education table.



Appendix A:
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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.

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Form with sections: Name of Supervisor for Reference, Supervisor Phone Number, Position/Responsibilities, Reason For Departure, 18. Offices Held or Ownership Interest in Other Businesses, and a question about business ownership with Yes/No radio buttons.

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



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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'.



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

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

Signature: [Handwritten Signature]

Date: 6/4/15

Notary Name: Benjamin Reisman

Notary Registration Number: 01RE6275350

Notary (Notary Must Affix Stamp or Seal) [Handwritten Signature]

Date: 6-4-15

BENJAMIN REISMAN
Notary Public, State of New York
Qualified in Kings County
Reg. No. 01RE6275350
Commission Expires JANUARY 28, 2017



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: Sheva Health & Wellness LLC
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: David Stein 3. Title: COO
4. Briefly describe the role of this person or entity in the proposed registered organization: Member
5. Will this person or entity come into contact with medical marijuana or medical marijuana products? [X] Yes [] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [] 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,
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7. Has this person or entity been convicted of a felony or had any type of registration or license suspended or revoked in any administrative or judicial proceeding?

Yes No

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

8. Phone: 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: Touro, 1601 Ave J Brooklyn, NY 11230, 1996, 1998.



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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.



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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.



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

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

Signature: [Handwritten Signature] Date: 6/4/15
Notary Name: Benjamin Reisman Notary Registration Number: 01RE6275350
Notary (Notary Must Affix Stamp or Seal) Date: 6-4-15
BENJAMIN REISMAN
Notary Public, State of New York
Qualified in Kings County
Reg. No. 01RE6275350
Commission Expires JANUARY 28, 2017



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

1. Business Name: Sheva Health & Wellness LLC
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Charles Rubin 3. Title: Master Grower
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?
[Checked] Yes [] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs?
[Checked] Yes [] No
If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.
The Oregreen Trail, LLC is a business in which Charles is the sole owner/PRF (Person Responsible For). There are no violation of law or regulation by the government 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.

Form with fields for 8. Phone, 9. Fax, 10. Email, 11. Residence Address, 12. City, 13. State, 14. ZIP Code, and 15. Formal Education table.



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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.

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

Signature: [Handwritten Signature] Date: 6/4/15

Notary Name: Benjamin Reisman Notary Registration Number: 01RE6275350

Notary (Notary Must Affix Stamp or Seal) Date: 6-4-15
BENJAMIN REISMAN
Notary Public, State of New York
Qualified in Kings County
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Appendix A must be completed for all board members, officers, managers, owners, partners, principal stakeholders, directors, and members. For board members, officers, managers, owners, partners, directors, and members of the applicant that are not natural persons, Appendix A must be completed by each board member, officer, manager, owner, partner, director and member of that entity, going back to the level of ownership by a natural person. An Organizational Chart documenting your organizational structure must be included with this application.

1. Business Name: Sheva Health & Wellness LLC

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

2. Name: Eliyahu Zevi Kohn

3. Title: CFO

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

Member

5. Will this person or entity come into contact with medical marijuana or medical marijuana products?

Yes No

Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."

6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? Yes No

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Yes No

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

8. Phone: [Redacted] 9. Fax: [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: Touro College, 1601 Avenue J Brooklyn, NY 11230, 9/1999, 6/2002, Accounting Degree, June 2002.



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

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Reason for Departure:

Name of Employer:

Type of Business:



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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.



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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.



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

Signature: [Handwritten Signature]

Date: 6-4-15

Notary Name: Benjamin Reisman

Notary Registration Number: 01RE6275350

Notary (Notary Must Affix Stamp or Seal) [Handwritten Signature]

Date: 6-4-15

BENJAMIN REISMAN
Notary Public, State of New York
Qualified in Kings County
Reg. No. 01RE6275350
Commission Expires JANUARY 28, 2017

Attachment F

AGREEMENT

AGREEMENT made this _____ day of _____ by and between Laborers' International Union of N.A., Laborers' Local 17, AFL-CIO ("Union) and Sheva Health & Wellness, and any affiliated or related entity, on its own behalf and on behalf of any current or future owner, of the Project and employer of Employees, defined below, as well as their respective successors or assigns of the below described project (collectively "Employer").¹

WHEREAS, Employer is in the process of developing a project which will involve the production, growing, dispensing etc., of medical marijuana and related amenities and facilities in the State of New York ("Project");

WHEREAS, the parties wish to ensure that employees in the below described bargaining unit(s) have the opportunity to express their desire whether or not to be represented for purposes of collective bargaining in an atmosphere free from intimidation, restraint, coercion or discrimination; and

WHEREAS, the parties wish to resolve any disputes related to any organizing drive and representational issues amicably, without resort to litigation or proceedings before the National Labor Relations Board ("NLRB"), Courts, or other governmental agency; and

WHEREAS, the parties have exchanged good and valuable consideration the receipt of which is hereby acknowledged.

NOW THEREFORE, the parties agree as follows:

1. The bargaining unit(s) shall include all full and part-time employees at the project, or any other departments or classifications performing similar work under another name, or any combination thereof sought by the Union ("Bargaining Unit"). The Bargaining Unit shall not include those employees specifically excluded in Exhibit A. The Bargaining Unit employees shall be referred to as "Employees".
2. The parties acknowledge and agree that the Bargaining Unit(s) described herein constitute an appropriate unit.
3. The parties mutually recognize that the National Labor Relations Act ("NLRB") guarantees employees the right to form or select or select any labor organizations to act as

¹ The term "Employer" shall also include, but not be limited to, any person, firm, partnership, corporation, joint venture or other legal entity which substantially controls any Employer or is substantially under the control of: (a) any Employer entity; (b) one or more principal(s) of any Employer entity; or (c) a subsidiary or parent of any Employer entity.

Employer also agrees to ensure that any current or future operator, manager, concessionaire or subcontractor at the project employing Employees, defined below, will abide by and be bound by this Agreement at the project, defined below. Accordingly, as used in the body of this Agreement, the term "Employer" shall also include any such entity.

their exclusive representative for purposes of collective bargaining with their employer, or to refrain from such activity. Both the Union and Employer agree to respect the NLRA Section 7 rights of employees and neither party shall, or be required to, act in contravention of those rights.

4. Prior to the start of initial hiring, the Employer shall notify the Union of its intent to hire and the positions that it seeks to fill and the qualifications therefore. The Union may furnish applicants for the job vacancies specified by the Employer. The Union's selection of applicants for referral shall be on a non-discriminatory basis and shall not be based upon or in any way affected by membership in the Union or the Union's bylaws, rules, regulations, constitutional provisions, or any other aspects or obligation of Union membership policies or requirements, or upon personal characteristics of an applicant where discrimination based upon such characteristics is prohibited by law. Any interest demonstrated by an applicant in joining the Union shall not constitute grounds for discriminatory or disparate treatment nor adversely impact the applicant's ability to be hired by the Employer. The Employer shall be the sole judge of an applicant's suitability, competence and qualifications to perform the work of any job to be filled and shall not be precluded from interviewing or hiring applicants from any other source.
5. During organizing activity the Union shall not cause any disruption of work by the Employees or of operations at the Project, nor shall it cause or encourage any other entity to cause any picketing, strikes, slow downs, boycotts, demonstrations, rallies, handbilling, or other work stoppages at the Project and the Employer shall not lock out employees at the Project. This paragraph shall not apply to the adversely affected party in the event the other party fails to abide by any an award or decision of the Arbitrator within three (3) business days after issuance. This paragraph shall not apply to the Union in the event the Employer recognizes any other labor organization as the representative of any Employees.
6. The Employer specifically agrees that its supervisory employees, its agents and/or representatives will not act or make any statement that will directly or indirectly imply the Employer's opinion as to whether or not the employees should unionize or support any union or as to the reputation of any union or any of its officers. The Union and its representatives will not coerce or threaten any Employee in an effort to obtain authorization cards.
7. The Union will begin its organization of the employees at any time upon notice to the Employer. The Union will be permitted to have its organizers or representatives enter the Project to meet with Employees during the Employees' non-working times (for example, before work, after work, and during shift changes, meals and breaks) in non-public areas of the Project (for example, meal rooms and locker room) and/or during such other periods and locations as the parties may mutually agree upon in writing. The Union will comply with appropriate, non-discriminatory security and regulatory requirements applicable

to all employees when accessing the Project, provided such requirements may not be used to unreasonably deny or delay access.

8. Within seven (7) days following receipt of the above described written notice of intent to organize Employees, the Employer will furnish the Union with a complete list of such Employees including both full and part-time Employees, showing their job classifications and departments, work schedules, wage rates, benefits, and the home addresses and telephone numbers of all Employees. Thereafter, the Employer will promptly provide updated lists, upon request, to the Union for the duration of the organizing drive.
9. The Arbitrator shall conduct card counts to determine whether the Union has obtained valid cards from a majority of the Employees in the Bargaining Unit(s) designating the Union as their representative for purposes of collective bargaining ("Cards") and to certify the results of such card count in accordance with the procedure set forth herein.
10. At any time after the commencement date of the Union 's organizing effort, the Union may request that a card count be conducted by the Arbitrator. The Union shall initiate that process by advising the Employer in writing ("Notification Letter") that it represents a majority of the full-time and part-time employees employed by the Employer in the Bargaining Unit sought by it. The date of the Union's Notification Letter shall be the date ("Notification Date") used for purposes of determining the composition of the list of the names and the Employees to be furnished by the Employer to the Arbitrator.
11. At any time after the delivery of the Notification Letter by the Union to the Employer indicating its majority status, the Union shall notify the Arbitrator in writing that his services are requested for purposes of conducting a card count. The Union shall confirm to the Employer that the Arbitrator has retained jurisdiction of the card count proceeding. As soon as practicable thereafter, but in any event no later than seven (7) days after the date of the Union's written card count request made to the Arbitrator, the Union shall furnish to the Arbitrator the Cards it has obtained from the Employees, and the Employer shall furnish the Arbitrator the list containing the names, job classifications and social security numbers of Employees employed as of the date of the Union's Notification Letter (with a copy to the Union) together with copies of official employment documents containing the signatures of each of the Employees (e.g. Forms 1-9, Form W4 or similar documents).
12. Within forty-eight (48) hours after his receipt of the documents described above, the Arbitrator shall conduct a card count by checking the Cards against the list of Employees and by comparing the Employees' names and signatures appearing on the Cards to the names and signatures appearing on the employment documents supplied to the Arbitrator by the Employer. At the conclusion of the card count, the Arbitrator shall inform the parties of the results of his count and shall certify

in writing that either the Union has or has not been selected by a majority of eligible Employees as their collective bargaining representative. Both the Employer and the Union agree to abide by the determinations made by the Arbitrator regarding any challenges either to the validity of the Cards, the eligibility of Employees, the appropriateness of the unit and/or to the majority status of the Union.

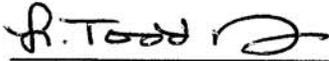
13. If, after the conduct of the card count(s), the Union fails to be certified by the Arbitrator as the majority representative of the eligible Employees, this Agreement shall be deemed to continue in full force and effect, unless it is otherwise terminated in writing by mutual agreement of the parties.
14. If the Union is certified as the majority representative, the Employer must recognize the Union and the Employer and the Union will promptly and expeditiously commence negotiations at a mutually agreeable time and place, for a collective bargaining agreement. In the event the parties are unable to promptly reach an agreement following certification by the Arbitrator, the parties agree that the Arbitrator may act as an interest arbitrator and resolve any disputes regarding the terms of the collective bargaining agreement. The arbitrator may consider, in addition to any other factors: 1) the Employer's financial ability; 2) size, location, and type of the Employer's operations; 3) cost of living as it affects the Employer's employees; and 4) ability of the employees, through the combination of wages, hours and benefits to earn a living wage to sustain themselves and their families.
15. The arbitrator referred to herein shall be the Office of the Impartial Chairperson ("Arbitrator") established in the Industry Wide Collective Bargaining Agreement ("IWA") between the Union and Hotel Association of New York City, Inc., who shall be guided by the rules of the IWA and the Office of the Impartial Chairperson to the extent consistent herewith.
16. Any costs incurred by the parties in instituting proceedings before the Arbitrator, or defending against same, shall be the responsibility of the respective party. Costs charged by the Arbitrator shall be shared and paid equally by the parties.
17. Any award or decision issued by the Arbitrator, written or otherwise, shall be final and binding upon the parties, and shall be enforceable in the United States District Court for the Southern District of New York.
18. All complaints, disputes or grievances arising between the parties hereto involving questions or interpretation or application of any clause of this Agreement or the matters discussed herein, or any acts, conduct or relations between the parties, directly or indirectly, which shall not have been adjusted by and between the parties involved shall be referred to the Arbitrator, and his/her decision shall be final and binding upon the parties hereto. Any questions regarding arbitrability, substantive, procedural, or otherwise, or regarding the

Arbitrator's jurisdiction or authority, shall be submitted to the Arbitrator in accordance with this article

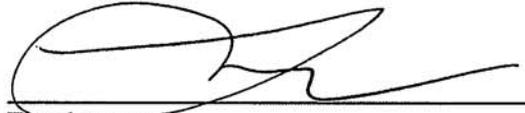
19. In addition to and without limiting any of the foregoing, the Employer and Union also agree that the Arbitrator shall be empowered to issue such remedial orders as are consistent with applicable NLRB standards or necessary to ensure the maintenance of the neutral environment and/or to penalize the Employer or the Union for violating their obligations hereunder or under the NLRA, including an order to bargain in accordance with applicable NLRB standards, or other injunctive relief, and/or monetary or punitive damages to either party.
20. With regard to this Agreement and any and all matters discussed herein, the parties knowingly and voluntarily waive the right to file any petitions, charges, objections, or complaints before any court or governmental agency, including, but not limited to, any petition, objection, or unfair labor practice charge before the Board, and agree that the Arbitrator shall be the exclusive forum in which to resolve any such dispute.
21. If any provision or portion of this Agreement is deemed invalid or unenforceable, it shall not affect the remainder of this Agreement and the parties shall promptly meet to negotiate substitute provisions, which effectuate the intent of the parties. Failing agreement the matter shall be submitted to the Arbitrator for final and binding resolution.
22. This Agreement shall be binding on the successor and assigns of the parties hereto, including, but not limited to, any concessionaire or subcontractor, or other entity which has or acquires an ownership, operational or management interest in the Project or to which the Employer sells, transfers, or assigns any right, title, or interest, in the Project ("Successor"). The parties acknowledge that failure to affirmatively bind any such Successor shall result in irreparable harm to the non-breaching party. The Employer shall cause any such Successor to execute a Successor & Assign Agreement identical to this Agreement prior to and as a condition of any transfer cognizable hereunder and provide a copy of such to the Union (replacing the corporate names in the preamble with the name of such Successor). Further, no provisions, terms, or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, sale, transfer, or assignment of any party hereto or affected, modified, altered or changed in any respect whatsoever by any change of any kind in the legal status, ownership, or management of any party hereto.
23. Unless mutually agreed to in writing by the parties, all terms of this Agreement, including, but not limited to, those relating to the provision of information, access and neutrality, shall continue uninterrupted until a collective bargaining agreement(s) covering all Employees employed by Employer is effective.
24. The parties hereto are fully authorized to enter into and execute this Agreement.

Agreed and Accepted:

Date: 6/4/15



Union
L. Todd Diorio
Business Manager



Employer
Name: JOSEPH LEVINE
Title:

PROJECT LABOR AGREEMENT

BETWEEN

SHEVA HEALTH AND WELLNESS
("OWNER")

AND

THE HUDSON VALLEY BUILDING AND CONSTRUCTION TRADES COUNCIL
("COUNCIL")

FOR

CONSTRUCTION ASSOCIATED

WITH

THE MEDICAL MARIJUANA FACILITY



5/28/15

ARTICLE 1

SECTION 1. RECITALS

The State of NY has put out a RFP for businesses interested in becoming a registered organization to manufacture and dispense medical marijuana under the Compassionate Care Act.

As a requirement under the state issued RFP, the owner must enter into a Labor Peace Agreement in relation to construction, these issues will be addressed through this Project Labor Agreement between the Hudson Valley Building and Construction Trades Council and the "Owner".

The construction projects will include but not limited to; building of required growing, manufacturing and dispensing facilities.

The following has been considered, among other matters, in relation to entering into a Project Labor Agreement.

- Relevant positive experience on privately funded PLA projects in the four counties covered by the council including but not limited to Woodbury Commons, the Minisink Compressor Station and Empire Casino.
- relevant positive experience of the Orange County on the Residential Health Care Facility, Harriman Waste Water Treatment Plant Upgrade, Emergency Services Center project, SUNY Orange Middletown Campus and SUNY Orange Newburgh Campus where Project Labor Agreements (PLA) were utilized;
- relevant positive experience of the Orange County with the Orange County Court Facilities project where a PLA was utilized and helped the County meet NYS mandates in creating updated and new court space and on the Orange County Correctional facility project where a PLA helped meet NYS Committee on Corrections mandates;
- relevant positive experience of the Orange County with the Orange County Emergency Services Center Project where a PLA was utilized and helped the County Emergency Management Agencies to support the expanding needs of the County and the ability to comply with the training guidelines described in FEMA 501-3, National Incident Management System (NIMS) dated March 27, 2006. NIMS is a program developed under Homeland Security Presidential Directive (HSPD);
- Current experiences with ongoing SUNY Orange Campus projects, SUNY New Paltz Science Center, NYS DOT Project D262058, the Newburgh Beacon Bridge and Adelaar Casino project.
- the need to induce broad participation in the bidding process by all competent and responsible bidders, so as to lower cost to the Owner;

- Ensure full compliance with applicable law, including laws affecting workers' rights and safety.
- Insurance of local labor.
- Insurance of no strikes, pickets or labor unrest
- Guarantee of labor, in anticipation of possible labor shortage
- Project established wages and benefits for construction workers in the Hudson Valley.

Recent experience indicates that project labor agreements, have generally proven to be of economic benefit to property owners, both private and public, undertaking construction, alteration or repair projects. This is particularly the case with respect to projects of protracted duration, or which involve a substantial expenditure of funds or a substantial number of contractors and subcontractors and their trade or craft workers, or in the case of this project where other circumstances make the timely completion of the project imperative.

Further, that project labor agreements typically operate to lower total cost to the project owner, including:

- the establishment of uniform, project-wide, work rules and schedules, tailored to the specific needs of the project, which foster an efficient coordination of the various components of the construction process;
- the establishment of full eight-hour work days and forty-hour work weeks at straight-time rates, the assurance that work stoppages will not occur as result of labor disputes or unrest based on "no-strike, "no lockout" and "no picketing" provisions;
- the establishment of a contractually mandated dispute resolution process and the commitment from all parties to continue working during the duration of any dispute;
- the establishment of a hiring referral process which is designed to ensure, to the extent possible, and ample supply of skilled and safe workers from the Hudson Valley area;
- generally promoting harmony between management and labor and among the various trades; and
- the beneficial effects of standardized work rules and labor costs, which force bidders to compete based, in significant part, on the efficiency and skill of their respective operations and the efficacy of their respective trade approaches and methodologies for completing the Project.
- Concessions negotiated to lower construction costs.

Based on the Hudson Valley's recent experience and the "Owners" due diligence, it was determined that the Hudson Valley Building and Construction Trades Council (the Council) is the appropriate representative of labor in the County of the Project. First, the trade unions affiliated with the Council include all of the skilled trades required for the construction of the Project. No other collective of unions in the Hudson Valley area is similarly constituted. Second, the Council has the ability, in connection with its

constituent trade unions, to make the numerous and important concessions required by the Owner for the Project. Third, the Council acting with the approval of its constituent unions, has the ability to ensure LABOR PEACE AT THE PROJECT, BY AGREEING NOT TO ENGAGE IN OTHERWISE PROTECTED CONCERTED CONDUCT WITH RESPECT TO THE PROJECT.

The Owner has specifically sought the inclusion of terms in a project labor agreement requiring, among other things, that

- all contractors and subcontractors, of every tier, on the Project shall be parties to the agreement;
- THERE SHALL BE NO STRIKES, SLOW DOWNS OR PICKETING, AND NO LOCKOUTS DURING THE PROJECT;
- unresolved disputes relating to the terms of the agreement, and jurisdictional disputes, shall be resolved by utilizing the grievance-arbitration process outlined in Article IX, or by other established procedures;
- all disputes between and among unions shall be resolved by the appropriate entity identified in the agreement and that all signatory trade unions shall be bound by that resolution, and,
- uniform start times, workday and work week durations and work rules be established for all contractors and subcontractors on the Project.

Based on the successful negotiations, the Owner has approved the Project Labor Agreement set forth below and has directed that it be included in the CONTRACT DOCUMENTS for the Project, with the stipulation that all successful bidders, and all levels of subcontractors, together with their respective sureties, shall abide by the Agreement with respect to the performance of all work on the Projects and that any failure to comply with the Agreement fully shall be considered a material breach of the contractor's agreement for the Project, justifying, among other remedies, immediate termination of the contractor.

SECTION 2. PARTIES TO THE AGREEMENT

On behalf of this Project Labor Agreement ("Agreement") entered into by and between Sheva Health and Wellness ("Owner") and the Hudson Valley Building and Construction Trades Council, on behalf of itself and its affiliated Unions who shall be signatories to this Agreement for the construction of the projects included in this Project Labor Agreement. The Owner as well as any affiliates, partners, corporations formed for the purpose of the RFP shall be parties to this agreement.

ARTICLE II

SECTION 1. DEFINITIONS

Throughout this Agreement, the Union parties and the signatory Local Unions and COUNCIL are referred to singularly and collectively as "Unions", the term

"CONTRACTOR(s)" shall include all prime Contractors, General Contractors, Construction Managers, Joint Ventures and their subcontractors of whatever tier engaged Project construction work within the scope of this Agreement as defined in Article III. The Hudson Valley Building and Construction Trades Council is referenced as the "COUNCIL"; and the work covered by this Agreement (as defined in Article III) is referred to as the "PROJECT". Sheva Health and Wellness or a subsidiary shall be referred to as "Owner".

SECTION 2. CONDITIONS FOR AGREEMENT TO BECOME EFFECTIVE

This Agreement shall not become effective unless each of the following conditions are met; (1) the Agreement is signed by the COUNCIL; (2) the Agreement is signed by an authorized representative of the Owner and (3) the Agreement is signed by each involved union representing employees to be utilized on the Project.

SECTION 3. ENTITIES BOUND AND ADMINISTRATION OF AGREEMENT

This Agreement shall be binding on all Signatory Unions and all Contractors performing Project Construction work, including site preparation and related demolition work and environmental work necessary to prepare the site for construction, staging areas, and the work, as defined in Article III. The CONTRACTORS shall include in any subcontract that they let, for performance during the term of the Agreement, a requirement that subcontractors shall be bound by this Agreement with respect to subcontracted work performed within the scope of Article III and shall be required to sign local Collective Bargaining Agreements with any trades they will be employing.

SECTION 4. SUPREMACY CLAUSE

This Agreement, together with the local Collective Bargaining Agreements appended hereto as Schedule A, the CONTRACT DOCUMENTS, represent the complete understanding of all signatories with respect to this Project, in whole or in part. Where a subject covered by the provisions, explicit or implicit, of this Agreement is also covered by Schedule A agreement or any other national agreement, local agreement or other collective bargaining agreement of any other type which would otherwise apply to this Project, the provisions of this Agreement shall prevail. It is further understood that no CONTRACTOR shall be required to sign any other labor agreement as a condition of performing work on this Project. No practice, understanding or agreement between a CONTRACTOR and a Local Union, which is not explicitly set forth in this Agreement, shall be binding on this Project unless endorsed in writing by the Owners authorized representative.

SECTION 5. LIABILITY

Contractors nor the Owner shall be liable or have any responsibility or exposure to the COUNCIL and/or its constituent unions for any violations of this Agreement by a CONTRACTOR or a signatory Union; and the COUNCIL and Local Unions shall not be liable for any violations of this Agreement by any other Union.

SECTION 6. BID SPECIFICATIONS

The Owner shall require and provide in its CONTRACT DOCUMENTS for all work within the scope of Article III that all successful bidders, and their subcontractors, will be bound by the terms of this Agreement. It is understood that nothing in this Agreement shall be construed as limiting the sole discretion of the Owner in determining which CONTRACTOR shall be awarded contracts for Project work. It is further understood that the Owner has sole discretion at any time to terminate, delay or suspend the work, in whole or part, on this Project.

SECTION 7. AVAILABILITY AND APPLICABILITY TO ALL SUCCESSFUL BIDDERS

This Agreement will be provided to all bidders and will fully apply to all successful bidders for the Project.

SECTION 8. THIRD PARTIES PROVIDING ANCILLARY WORK

When third parties such as gas and electric, telephone and cable providers are required to provide these services to the project and the work is not being performed by the in-house employees of the service providers, all sub-contractors of the service provider shall be required to do such work under this Agreement. Service providers self performing the work with in-house employees shall not be required to work under this Agreement.

ARTICLE III

The Project work covered by this Agreement shall be defined and limited as follows:

SECTION 1. THE WORK

A. All construction, not limited to renovations, demolition, site work and MEP work for the construction or building of the growing, manufacturing, distribution processing and dispensing facilities in relation to the states' request for proposal for the medical marijuana facility owned or operated by the owner falling within the jurisdiction of the council.

B. This Agreement shall apply to all future expansions, renovations and additions including work at the dispensaries within the jurisdiction of the Council.

C. If a dispensing facility owned, operated or affiliated with the owner is outside the jurisdiction of the Council, the owner agrees to contract for construction only to contractors who are signatory to the building trades Local 5 having jurisdiction in the area of the dispensary or by project labor agreement or labor peace agreement with the respective building trades council.

SECTION 2. EXCLUDED WORKERS

Items specifically excluded from the scope of this Agreement include the following:

- a) work of employees of the Owner and its consultants, including professional surveyors for design purposes, the design team, including persons employed as superintendents, supervisors, staff engineers, inspectors, quality assurance personnel, mail carriers, clerks, office workers, messengers, emergency medical and first aid technicians, and other professional, architectural, engineering and administrative personnel.
- b) laboratory or specialty testing or inspections not ordinarily performed by the Unions;
- c) employees and entities engaged in off-site manufacturing, modifications, repair, maintenance, assembly, painting, handling or fabrication of components, materials, equipment or machinery or involved in deliveries to and from the project site, except local deliveries of all major construction materials including fill, ready mix, asphalt, granular materials and construction debris services which are covered by this agreement;

SECTION 3. LIMITATIONS

The execution of this Agreement by the trades COUNCIL and the endorsement of this Agreement by the Owner shall not be applicable to any other projects performed by any of the parties, whether on the Project Site or not.

ARTICLE IV UNION RECOGNITION AND EMPLOYMENT

SECTION 1. PREHIRE RECOGNITION

The COUNCIL and the signatory Unions shall be recognized by all CONTRACTORs on the Project as the sole and exclusive bargaining representatives of all craft employees who will be performing onsite Project work within the scope of this Agreement as defined in Article III.

SECTION 2. UNION REFERRAL

- a) The CONTRACTORs , subcontractors and sub-subcontractors on the Project shall hire and utilize for the duration of the project, craft employees who are referred through the job referral systems, hiring halls or related job placement practices established in the Local Unions' area collective bargaining agreements (attached as Schedule A to this Agreement). Notwithstanding this, the CONTRACTORs shall have sole right to determine the number of employees required, the selection of employees to be laid off (except as provided in this Agreement); and the sole right to reject any applicant referred by a Local Union, subject to the requirements set forth in the applicable Collective Bargaining Agreement annexed hereto as Schedule A, and the provisions of Section 2 (b) below.
- b) Minority, women and economically disadvantaged persons shall be afforded an opportunity for entry into the construction industry through the formal apprenticeship

program of the Local Unions, where such programs are in place and registered. The CONTRACTORS on the Project shall not discriminate against such persons who are referred to then under Section 2 above.

- c) In the event the Local Union is unable to fill any request for qualified employees two working days after such request is made by the CONTRACTOR, the CONTRACTOR may employ qualified applicants from any other available source. In the event that the Local Union does not have a job referral system, the CONTRACTOR shall give the Local Union first preference to refer applicants, subject to the other provisions of this Article. The CONTRACTOR shall notify the Local Union of Project, craft employees hired within its jurisdiction from any source other than referral by the Union.

- d) A CONTRACTOR may request by name, and the Local will honor referral of persons who have applied to the Local for Project work and who meet the following qualifications as determined by a Committee of three (3), designated respectively, by the CONTRACTOR, the applicable Local Union and a third party from the County of Orange, Department of Public Works:
 - 1. possess any license required by NYS law for the Project work to be performed;
 - 2. have worked a total of at least 1000 hours in the construction craft during the prior three years;
 - 3. were on CONTRACTOR's active payroll for at least 60 out of 180 calendar days prior to the contract award;
 - 4. have demonstrated ability to safely perform the basic functions of the applicable trade.

- e) No more than 12.5 per centum of the employees covered by this Agreement, per CONTRACTOR by craft, shall be hired through the special provisions above (any fraction shall be rounded to the next highest whole number). CONTRACTORS (and their subcontractors and sub-subcontractors) shall be entitled to assign to the Project (subject to the above provisions) one of the CONTRACTOR's "core" employees, and then must hire one journey person referred by the Local.

The Local Unions shall exert their utmost efforts to recruit sufficient numbers of skilled craft workers to fulfill the manpower requirements of the CONTRACTOR.

SECTION 3. NON-DISCRIMINATION IN REFERRALS

The Local Unions represent that their hiring halls, referral systems and related job placement practices will be operated in a non-discriminatory manner and in full compliance with all applicable federal, state and local laws and regulations which require equal employment opportunities. Referral shall not be affected in any way by the rules, regulations, by-laws, constitutional provisions or any other aspects or obligations of union membership, policies or requirements and shall be subject to such other conditions as are established in this Article. No employment applicant shall be

discriminated against by any referral system, hiring hall or related job placement practice because of the applicant's union membership, or lack thereof.

SECTION 4. MINORITY AND FEMALE REFERRALS

In the event a Local Union either fails, or is unable to refer qualified minority or female applicants in percentages equaling the Project affirmative action goals if any are set forth in the Owner's CONTRACT DOCUMENTS, the CONTRACTORS may employ qualified minority or female applications from any other available source.

SECTION 5. CRAFT FORE PERSONS AND GENERAL FORE PERSONS

The selection of craft fore persons and/or general fore persons and the number of fore persons required shall be solely the responsibility of the CONTRACTOR, notwithstanding anything to the contrary in Schedule A. All fore persons shall take orders exclusively from the designated CONTRACTOR representatives. Craft fore persons shall be designated as working fore persons at the request of the CONTRACTOR, notwithstanding anything to the contrary in Schedule A.

SECTION 6. LOCAL LABOR

To the extent consistent with applicable state and federal law including, but not limited to, and without undermining the policies underlying such law, the parties support the recruitment of local workers, veterans, minorities and women, and businesses owned by minorities and women.

ARTICLE V UNION REPRESENTATION

SECTION 1. LOCAL UNION REPRESENTATIVE

Each Local Union representing on-site Project employees shall be entitled to send a representative who shall be afforded access to the Project provided that they do not interfere with the work of employees and further provided that such representatives fully comply with the visitor and security safety rules of the Project. Such designation shall be in writing which shall be provided to the CONTRACTOR(s) involved and the Owner.

SECTION 2. STEWARDS

- a) Each Local Union shall have the right to designate a working journeyman as a Steward or lead engineer, or other designee as the case may be, as set forth in the Local Union Agreements set forth in Schedule A, and an alternate, and shall notify the CONTRACTOR of the identity of the designated Steward (and alternate), lead engineer, or working foreman, as the case may be, prior to the assumption of such duties. Stewards, etc., shall not exercise supervisory functions and will receive the regular rate of pay for their craft classifications.

- b) The Steward, lead engineer, (etc.), shall have the right to receive but not solicit complaints or grievances and to discuss and assist in their adjustment with the CONTRACTOR's appropriate supervisor. Each Steward, lead engineer, (etc.), shall be entitled to act only with respect to the employees of their specific CONTRACTOR and, if applicable, subcontractors of that CONTRACTOR, but not with the employees of any other CONTRACTOR: The CONTRACTOR(s) shall not discriminate against the Steward, lead engineer, (etc.), in the performance of their Union duties. The Stewards shall not have the right to determine when overtime shall be worked, or who shall work overtime except pursuant to a Schedule A provision providing procedures for the equitable distribution of overtime.

SECTION 3. RESERVATION OF RIGHTS

Except as expressly limited by a specific provision of this Agreement and subject to anything otherwise expressly provided in the project contract and specifications, CONTRACTORS shall retain full and exclusive authority for the management of their Project operations including, but not limited to: the right to direct the work force, including determination as to the number of employees to be hired and the qualifications therefore; the promotion, transfer, layoff of its employees; or the discipline or discharge for just cause of its employees; the assignment and schedule of work; the promulgation of reasonable Project work rules; and the requirement, timing and number of employees to be utilized for overtime work. No rules, customs, or practices, which limit or restrict productivity or efficiency of the individual, and/or joint working efforts with other employees, as determined by the CONTRACTOR, shall be permitted or observed.

- a) If a Steward is protected against layoff or discharge by a Schedule A agreement, such provisions shall be recognized to the extent the Steward possesses the necessary qualifications to perform the work required. In any case in which a Steward is discharged or disciplined for just cause, the Local Union involved shall be notified immediately by the CONTRACTOR.

ARTICLE VI MANAGEMENT RIGHTS

SECTION 1. MATERIALS, METHODS & EQUIPMENT

There shall be no limitations or restriction upon the CONTRACTOR's choice of materials, techniques, methods, technology or design, or regardless of source or location, upon the use and installation of equipment, machinery, package units, pre-cast, or pre-finished materials, (except that all rebar for use in cast-in-place, on-site construction will be cut and bent in accordance with local industry practices) tools, or other labor-saving devices, provided that all permanent material and installation conform with the scope and quality described in the CONTRACT DOCUMENTS. The on-site installation or application of such items shall be performed by the craft having jurisdiction over such work; provided, however, it is recognized that other personnel having special qualifications may participate, in a supervisory capacity, in the installation, check-off or testing of specialized or unusual equipment or facilities as designated by the CONTRACTOR.

ARTICLE VII WORK STOPPAGES AND LOCKOUTS

SECTION 1. NO STRIKES, NO LOCKOUT, NO PICKETING

There shall be no strikes, stoppages, slowdowns, picketing, walk-offs, or other disruptive activity at the Project for any reason by any Union or employee against any CONTRACTOR or employer while performing work at the Project. There shall be no other Union, or concerted or employee activity which disrupts or interferes with the operation of the Project. There shall be no lockout at the Project by any CONTRACTOR, CONTRACTORS and Unions shall take all steps necessary to ensure compliance with this Section.

SECTION 2. EXPEDITED ARBITRATION

Any CONTRACTOR or Union alleging a violation of Section 1 of this Article may utilize the expedited procedure set forth below.

- a) A party invoking this procedure shall give notice in writing to an Arbitrator selected by the American Arbitration Association procedures or his designee who shall serve as an Arbitrator under this expedited arbitration procedure. In such event, the Arbitrator shall provide copies of the notice to the alleged violator, COUNCIL and the Owner.
- b) In all cases where it is contended that a violation of Section 1 above, is ongoing and still exists, the Arbitrator shall promptly schedule and hold a hearing within 48 hours of the time of receipt of the notice (or as soon thereafter as is reasonably practicable).
- c) All notices pursuant to this Article shall be in writing and shall be served by hand or fax transmission and by overnight delivery, addressed to the Arbitrator, CONTRACTOR(s), Owner or Unions involved. The hearing may be held on any day, including Saturdays or Sundays. The hearing shall be completed in one session, which shall not exceed 8 hours in duration (no more than 4 hours being allowed to either side to present their case and conduct their cross examination) unless otherwise agreed. The failure of any Union or CONTRACTOR to attend the hearing shall not delay the hearing of evidence by those present or the issuance of an award by the Arbitrator.
- d) The sole issue at the hearing shall be whether a violation of Section 1 above, occurred. If a violation is found to have occurred, the Arbitrator shall issue a Cease and Desist Award, restraining such violation, and serve copies on the CONTRACTOR(s) and Unions involved. The Award shall be issued in writing within 3 hours after the close of the hearing and may be issued without an Opinion. If any involved party desires an Opinion, one shall be issued within 15 calendar days after receipt of a written demand for the same, but its issuance shall not delay compliance with, or enforcement of the Award.
- e) An Award issued under this procedure may be enforced by any court of competent jurisdiction upon the filing of this Agreement together with the Award Notice of the filing of such enforcement proceedings shall be given to the Union or CONTRACTOR involved. In any court proceeding to obtain a temporary or

preliminary order enforcing the Arbitrator's Award as issued under this expedited procedure, the involved Union and CONTRACTOR waive their right to a hearing and agree that such proceedings may be ex parte, provided notice is given to opposing counsel. Such agreement does not waive any party's right to participate in a hearing for a final court order of enforcement or in any contempt proceeding.

- f) Any rights created by statute or law governing arbitration proceedings which are inconsistent with the procedure set forth in this Article, or which interfere with compliance thereto, are hereby waived by the CONTRACTORS and Unions to whom they accrue.
- g) Any fees and expenses of an Arbitrator shall be equally divided between the involved CONTRACTOR(s) and involved Union(s).

SECTION 3. DISCHARGE FOR VIOLATION

A CONTRACTOR may discharge any employee violating Section 1, above, and any such employee will not be eligible thereafter for referral under this Agreement for a period of 100 days.

SECTION 4. ARBITRATION OF DISCHARGES FOR VIOLATION

The grievance and arbitration procedures contained in Article IX shall not be applicable to any alleged violation of this Article, with the single exception that an employee discharged, for an alleged violation of Section 1, above, may have recourse to the procedures of Article IX to determine only if the employee did, in fact, violate the provisions of Section 1 of this Article, but not for the purpose of modifying the discipline imposed where a violation is found to have occurred.

SECTION 5.

If a CONTRACTOR contends that any Union has violated this Article, it will notify the appropriate district or area COUNCIL of the Local Union involved advising of such fact, with copies of the notification to the Local Union, the Department and the NYS COUNCIL. The District or area COUNCIL, and the Department and the NYS COUNCIL shall each instruct, order and otherwise use their best efforts to cause the employees, and/or the Local Unions to immediately cease and desist from any violation of this Article. A district or area COUNCIL, or the NYS COUNCIL or the BCTD Department complying with these obligations shall not be liable for the unauthorized acts of a Local Union or its members.

ARTICLE VIII LABOR MANAGEMENT COMMITTEE

SECTION 1. SUBJECTS

A Project Labor Management Committee may be established and shall consist of representatives of the COUNCIL, each Prime CONTRACTOR, and the Owner. The committee will meet on a regular basis to: (1) promote harmonious relations among the

CONTRACTORS and unions; (2) enhance safety awareness, cost effectiveness and productivity of construction operations; (3) protect the public interests; (4) discuss matters relating to staffing and scheduling with safety and productivity as considerations; (5) review Affirmative Action and equal employment matters pertaining to the Project; (6) monitor and ensure timely completion; (7) assist in ensuring that a high degree of skill and quality of workmanship is attained in the performance of the Project; and (8) to address, in advance, any potential work assignment issues.

SECTION 2. COMPOSITION

The Committee may be jointly chaired by designees of the President of the COUNCIL and the Owner. The Local Unions and CONTRACTORS may be requested by the Committee to designate representatives to assist in discussion of any issues being addressed at any meeting. The Committee may mutually agree to the establishment to assist in the performance of any of its duties.

SECTION 3.

The parties agree to participate in the established Labor Management Fund established by the Council, known as the Hudson Valley Building and Construction Trades Labor Management Alliance.

ARTICLE IX GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 1. PROCEDURE FOR RESOLUTION OF GRIEVANCES

Any question, dispute or claim arising out of, or involving the interpretation or application of this Agreement (other than jurisdictional disputes or alleged violations of Article VII, Section 1) shall be considered a grievance and shall be resolved pursuant to the exclusive procedure described below; provided, in all cases, that the question, dispute or claim must have arisen during the term of this Agreement.

STEP 1:

- a) When any employee covered by this Agreement feels aggrieved by a claimed violation of this Agreement, the employee shall, through the Local Union Business representative of job steward, give written notice of the claimed violation to the work site representative of the involved CONTRACTOR. To be timely, such notice of the grievance must be given with 10 calendar days after the alleged act, occurrence or event giving rise to the grievance. The business representative of the Local Union or the job steward and the work site representative of the involved CONTRACTOR shall meet and endeavor to adjust the matter within 7 calendar days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party, may, within 7 calendar days thereafter, pursue Step 2 of the grievance procedure by serving the involved CONTRACTOR with written copies of the grievance, setting forth a description of the claimed violation, the date on which the grievance occurred and the provisions of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 are nonprecedential except to the specific Local Union, employee and CONTRACTOR directly involved, unless the settlement is accepted in writing by the Owner as creating a precedent.

- b) Should any signatory to this Agreement have a dispute (excepting jurisdictional disputes or alleged violations of Article VII, Section 1) with any other signatory to this Agreement and if, after conferring, a settlement is not reached within 14 calendar days, the dispute shall proceed to Step 2 in the same manner as outlined in subparagraph (a) for the adjustment of employee grievances.

STEP 2:

The Business Manager or designee of the involved Local Union with representatives of the COUNCIL and the involved CONTRACTOR shall meet in Step 2 within 14 calendar days of service of the written grievance to arrive at a satisfactory settlement.

STEP 3:

- a) If the grievance shall have been submitted but not resolved in Step 2, any of the participating Step 2 entities may, within 21 calendar days after the initial Step 2 meeting, submit the grievance in writing (copies to the other participants) to the Director (Orange County representative designated when so needed). The Director or his designee shall act as Arbitrator. The Labor Arbitration Rules of the American Arbitration Association shall govern the conduct of the arbitration hearing, at which all Step 2 shall be parties. The decision of the Arbitration shall be final and binding on the CONTRACTOR(s) and Local Union(s) and employees involved. Any fees and expenses of the Arbitrator designated Director shall be equally divided between the involved CONTRACTOR(s) and the involved unions(s).
- b) Failure of the grieving party to adhere to the time limits set forth in this Article shall render the grievance null, void and thereby waived. These time limits may be extended only by written consent of the involved CONTRACTOR(s) and involved Local Union(s) at the particular step where the extension is agreed upon. In the event a step involves the Arbitrator, then the written consent of the Arbitrator shall be required. The Arbitrator shall have authority to make decisions only on the issue presented to him and shall not have authority to change, add to, delete or modify any provision of this Agreement or the Owner's CONTRACT DOCUMENTS.

**ARTICLE X
JURISDICTIONAL DISPUTES**

SECTION 1. NO DISRUPTIONS

There will be no strikes, sympathy strikes, work stoppages, slowdown, picketing or other disruptive activity of any kind arising out of any jurisdictional dispute. Pending, the resolution of the dispute, the work shall continue and as assigned by the CONTRACTOR. No jurisdictional dispute shall excuse a violation of Article VII.

Any employee who participates in a strike, work stoppage, slowdown, picketing or other disruptive activity of any kind arising out of a jurisdictional dispute or work assignment shall be immediately discharged.

SECTION 2. PROCEDURE FOR SETTLEMENT OF JURISDICTIONAL DISPUTES

- a) The "Plan for the settlement of Jurisdictional Disputes in the Construction Industry" (The "Plan"), a copy of which is on file and attached with this agreement as appendix B, shall be used.
- b) Any Local Union having a jurisdictional dispute with respect to Project work assigned to another Union shall submit the dispute in writing, within 72 hours, to the Administrator of the Plan for Settlement of Jurisdictional Disputes, pursuant to the procedures in the Plan for resolving such disputes and shall send a copy of the letter to the other Local Union involved, the CONTRACTOR involved, the Council and the Construction Manager.
- c) Within (7) calendar days of receipt of the dispute letter, there shall be a meeting of the CONTRACTOR involved, the Local Unions involved and the designees of the COUNCIL for the purpose of resolving the jurisdictional dispute.
- d) If the dispute remains unresolved after this meeting, the parties shall proceed to final and binding arbitration in accordance with the principles and procedures established by the Plan for the settlement of Jurisdictional Disputes.
- e) The assignment of work will be solely the responsibility of the Contractor performing the work involved, and such work assignments will be in accordance with the Plan or any successor Plan.

SECTION 3. AWARD

- a) Any jurisdictional award pursuant to Section 3 shall be final and binding on the disputing Local Unions and the involved CONTRACTOR on this Project only and may be enforced in any court of competent jurisdiction.
- b) Such award or resolution shall not establish a precedent on any other construction work not covered by this Agreement.
- c) In all disputes under this Article, the involved CONTRACTORS shall be considered parties in interest and shall be sent contemporaneous copies of all notifications required under these articles, and, at their option may participate as a full party in any proceeding initiated under this article.
- d) No award or work shall be made to a union not party to this agreement.

SECTION 4. NO INTERFERENCE WITH WORK

- a) There shall be no interference or interruption of any kind with the work of the Project while any jurisdictional dispute is being resolved. The work shall proceed as assigned by the CONTRACTOR until finally resolved under the applicable procedure of this Article.
- b) The award shall be confirmed in writing to the involved parties.

- c) There shall be no strike, work stoppage or interruption in project of any such award.

SECTION 5. LIMITATIONS

Either the COUNCIL or the Arbitrator convened for the purpose of resolving disputes shall have no authority to assign work to a double crew, that is, to more employees than the minimum required by the CONTRACTOR to perform the work involved nor to assign the work to employees who are not qualified to perform the work involved; nor to assign work being performed by nonunion employees to nonunion employees. This does not prohibit the establishment, with the agreement of the involved CONTRACTOR, of composite crews where more than one employee is needed for the job. The aforesaid determinations shall decide only to whom the disputed work belongs.

SECTION 6. SPECIALTY AGREEMENT

The terms of this Agreement shall not apply to work of the Employer that is normally performed under the terms of a National Specialty Agreement including, but not limited to, the National Tank Manufacturer Agreement, the Stack Liner Agreement, the Rubber Liner Agreement or any other Specialty Agreement.

SECTION 7. VETERANS

The employees and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in the building and construction industry. The Unions and the Contractors agree to coordinate and maintain an integrated list of veterans interested in working on the Project through the "Helmets to Hardhats" program and, to the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

ARTICLE XI WAGES AND BENEFITS

SECTION 1. CLASSIFICATION AND BASE HOURLY RATE

All employees covered by this Agreement shall be classified in accordance with the work performed and paid the base hourly wage rates for those classifications as specified in the attached Schedule A including but not limited to fringe benefit allowances.

SECTION 2. EMPLOYEE BENEFIT FUNDS

- a) Contributions on behalf of all employees covered by this Agreement shall be paid by the CONTRACTORS on the project to the established employee benefit funds in the amounts designated in the appropriate Schedule A provided. Bona fide fringe benefit plans established or negotiated through collective bargaining during the life of this Agreement may be added.
- b) The CONTRACTORS on this Project shall be bound by the written terms of the legally established Trust Agreement specifying the detailed basis on which payments are to be paid into, and benefits paid out of, such Trust Funds but only with regard to

work done on this Project and only for those employees to whom this Agreement required such benefit Payments.

ARTICLE XII HOURS OF WORK, PREMIUM PAYMENTS, SHIFTS AND HOLIDAYS

SECTION 1. WORK WEEK AND WORK DAY

- a) The regular workweek shall consist of 40 hours as straight time rates, Monday through Friday. The standard work day shall consist of 8 hours with a project start time uniformly set by the OWNER or the OWNER's authorized representative for all CONTRACTORS at 7:00 a.m. or 8:00 a.m., with one half hour unpaid lunch period to commence no earlier than 11:30 a.m. and no later than 2:00 p.m. If operational considerations warrant, upon one (1) week's advance notice, the work day may be further changed by agreement between the involved Unions(s) and the Owner or the Owner's authorized representative and such agreement shall not be unreasonably withheld. Starting and quitting times shall occur at a location on-site such as the CONTRACTOR's job site office or trailer or other location as designated by the CONTRACTOR.
- b) A four (4) day work week, Monday through Thursday; ten (10) hours per day at straight time plus (1/2) hour unpaid lunch may be established with a one week notice and council approval. Friday may be used as a make-up day to fulfill the 40 hour work week due to inclement weather.

SECTION 2. OVERTIME

Overtime pay for hours outside of the regular work week and standard work day shall be paid in accordance with the applicable Schedule A. There will be no restriction upon the CONTRACTOR's scheduling of overtime on the non-discriminatory designation of employees who shall perform such overtime work. There shall be no pyramiding of overtime pay under any circumstances. The CONTRACTOR shall have the right to schedule work so as to minimize overtime.

SECTION 3. SHIFTS

- a) Flexible Schedules-Scheduling of shift work shall remain flexible in order to meet Project Schedules and existing Project conditions. It is not necessary to work a day shift in order to schedule a second shift. Shifts must be worked a minimum of five consecutive work days, must have prior approval of the Council, and must be scheduled with no less than five work days notice to the Local Union. Regularly scheduled shifts will be paid as per Schedule A Agreements.
- b) Flexible Starting Times-Shift starting times shall be adjusted by the CONTRACTOR as necessary to fulfill Project requirements, and in case of emergency, shall be subject to the notice requirements of the Schedule A agreements.
- c) A CONTRACTOR shall schedule an unpaid period of not more than 1 / 2 hour duration at the work location between the 3rd and 4th hour of the schedule shift. A

CONTRACTOR may, for efficiency of operation, establish a schedule, which coordinates the meal periods of two or more crafts. If an employee is required to work through the meal period, the employee shall be compensated in a manner established in the applicable Schedule A.

SECTION 4. HOLIDAYS

a) Schedule-There shall be 7 recognized holidays on the Project:

New Years Day	Labor Day
Presidents Day	Thanksgiving Day
Memorial Day	Christmas Day
Fourth of July	

b) All said holidays shall be observed on the dates designated by the New York State Law. In the absence of such designation, they shall be observed on the calendar date except those holidays which occur on a Saturday shall be observed on the Friday before the holiday; and holidays on Sunday shall be observed on the following Monday.

c) There will be no benefits paid on holiday pay unless worked.

d) Payment-Regular holiday pay, if any, and/or premium pay for work performed on such a recognized holiday shall be in accordance with the applicable Schedule A.

SECTION 5. REPORTING PAY

a) Employees who report to the work location pursuant to regular schedule and who are not provided with work or whose work is terminated early by a CONTRACTOR, for whatever reason, shall receive reporting pay in accordance with the applicable Schedule A.

b) Except as specifically set forth in this Article there shall be no requirement for the payment of premium bonuses, hazardous duty, high time, or other special payments of any kind. CONTRACTORS at their discretion may pay such premiums to individuals on their payroll.

c) When an employee leaves the job or work location of their own volition or is discharged for cause or is not working as a result of the CONTRACTOR's invocation of Section 7, below, they shall be paid only for the actual time worked.

d) There shall be no pay for time not actually worked except as specifically set forth in this Article or in Schedule A Agreements.

SECTION 6. PAYMENT OF WAGES

Payment shall be made by check, drawn on a New York bank with branches located within commuting distance of the job site. Paychecks shall be issued by the CONTRACTOR at the job site by 10 a.m. on Thursdays. In the event that the following

Friday is a bank holiday, paychecks shall be issued on Wednesday of that week. Not more than 3 days wages shall be held back in any pay period. Paycheck stubs shall contain the name and business address of the CONTRACTOR, together with an itemization of deductions from gross wages.

Termination-Employees who are laid off or discharged for cause shall be paid in full for that which is due them at the time of termination. The CONTRACTOR shall also provide the employee with a written statement setting forth the date of lay off or discharged.

SECTION 7. EMERGENCY WORK SUSPENSION

A CONTRACTOR may, if considered necessary for the protection of life and/or safety of employees or others, suspend all or a portion of Project work. In such instances, employees will be paid for the actual time worked; provided however, that when a CONTRACTOR requests that employees remain at the job site available for work, employees will be paid for "stand-by" time at their hourly rate of pay.

SECTION 8. INJURY/DISABILITY

An employee who, after commencing work, suffers a work/related injury or disability while performing work duties, shall receive no less than 8 hours wages for that day. Further, the employee shall be rehired at such time as able to return to duties, as certified by a medical doctor, provided there is still work available on the Project for which the employee is qualified and able to perform.

SECTION 9. TIME KEEPING

A CONTRACTOR may utilize brassing or other systems to check employees in and out. Each employee must check in and out. The CONTRACTOR will provide adequate facilities for checking in and out in an expeditious manner.

SECTION 10. BREAK PERIODS

Shall be as per Schedule A Agreements.

ARTICLE XIII APPRENTICES

SECTION 1.

Recognizing the need to maintain continuing supportive programs designed to develop adequate numbers of competent workers in the construction industry and to provide craft entry opportunities for minorities, women and economically disadvantaged non-minority males. CONTRACTORS will employ apprentices in their respective crafts to perform such work as is within their capabilities (and which is customarily performed by the craft in which they are indentured). CONTRACTORS may utilize apprentices and such other appropriate classifications as are contained in the applicable Schedule A.

SECTION 2. OFFICE OF LABOR RELATIONS

To assist the CONTRACTORS in attaining a maximum effort on this Project, the Unions agree to work in close cooperation with, and accept monitoring by, the New York State Department of Labor and the Owner to ensure that minorities and women are afforded every opportunity to participate in apprenticeship programs which result in the placement of apprentices on this Project. The Local Unions shall cooperate with CONTRACTOR requests for minority, women or economically disadvantaged referrals to meet this CONTRACTOR effort.

ARTICLE XIV SAFETY PROTECTION OF PERSON AND PROPERTY

SECTION 1. SAFETY REQUIREMENTS

Each CONTRACTOR shall ensure that applicable OSHA requirements are at all times maintained on the Project. The Unions agree to cooperate fully with these efforts. Employees must perform their work at all times in a safe manner and protect themselves and the property of the CONTRACTOR and the Owner from injury or harm. Failure to do so will be grounds for discipline, including discharge.

SECTION 2. CONTRACTOR RULES

Employees covered by this Agreement shall at all times be bound by the safety, security, and visitor rules as established jointly by the CONTRACTORS, the COUNCIL and the Unions involved for this Project. Such rules shall be published and posted in conspicuous places through the Project.

SECTION 3. INSPECTIONS

The CONTRACTORS, the CONSTRUCTION MANAGER and the Owner, by and through its agents and/or employees, shall retain the right to inspect incoming shipments of equipment, apparatus, machinery and construction materials of every kind.

ARTICLE XV NO DISCRIMINATION

SECTION 1. COOPERATIVE EFFORT

The CONTRACTORS and Unions agree that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or age in any manner prohibited by law or regulation. It is recognized that special procedures may be established by CONTRACTORS and Local Unions and the New York State Department of Labor for the training and employment of persons who have not previously qualified to be employed on construction projects of the type covered by this Agreement. The parties to this Agreement will assist in such programs and agree to use their best efforts to ensure that the goals for female and minority employment are met on this Project.

SECTION 2. LANGUAGE OF AGREEMENT

The use of the masculine or feminine gender in this Agreement shall be construed as including both genders.

ARTICLE XVI GENERAL TERMS

SECTION 1. PROJECT RULES

The CONTRACTORS involved shall jointly establish such reasonable Project rules as are appropriate for the good order of the Project. These rules shall be explained at the pre-construction conference and posted at the Project site and may be amended thereafter as necessary. Failure of an employee to observe these rules and regulations shall be grounds for discipline, including discharge. The fact that no order was posted prohibiting a certain type of conduct shall not be a defense to an employee disciplined or discharged for such conduct when the action taken is for cause.

SECTION 2. TOOLS OF THE TRADE

There shall be no restrictions on the emergency use of any tools or equipment by any qualified employee or on the use of any tools or equipment for the performance of work within the employee's jurisdiction.

SECTION 3. SUPERVISION

Employees shall work under the supervision of the craft fore person or general fore person.

SECTION 4. TRAVEL ALLOWANCES

There shall be no requirement for payments for travel expenses, travel time, subsistence allowance or other such reimbursements or special pay except as expressly set forth in this Agreement.

SECTION 5. FULL WORK DAY

Employees shall be at their designated staging area at the starting time established by the CONTRACTOR and shall be returned to their designated staging area by quitting time after performing their assigned functions under the supervision of the CONTRACTOR. The signatories reaffirm their policy of a fair day's work for a fair day's wage.

SECTION 6. COOPERATION

The CONTRACTOR and the Unions will cooperate in seeking any NYS Department of Labor approvals that may be required for implementation of any terms of this Agreement.

SECTION 7. UNION CONTRACTORS

In order to avoid a competitive disadvantage against Union Contractors who are awarded work on the Project that currently have agreements with Labor Unions (Union Contractors) shall be entitled to perform work under the terms of this Agreement without discrimination of this Project and without adverse effect on other projects current or future. Interference with the Union Contractor's work on this Project or on other projects current or future shall be a violation of this Agreement.

ARTICLE XVII SAVINGS AND SEPARABILITY

SECTION 1. THIS AGREEMENT

In the event that the application of any provision of this Agreement is enjoined, on either an interlocutory or permanent basis, or otherwise found in violation of law, the provision involved shall be rendered, temporarily or permanently, null and void but the remainder of the Agreement shall remain in full force and effect. In such event, the Agreement shall remain in effect for already bid and awarded or in construction where the CONTRACTOR voluntarily accepts the Agreement. The parties to this Agreement will enter into negotiations for a substitute provision in conformity with the law and the intent of the parties for contracts to be let in the future.

SECTION 2. THE CONTRACT DOCUMENTS

In the event that the provisions of the Owner CONTRACT DOCUMENTS or other action, requiring that a successful bidder become a signatory, is found to be in violation of law, such requirement shall be rendered, temporarily or permanently, null and void, but the Agreement shall otherwise remain in full force and effect to the extent allowed by law, and shall remain in effect for contracts already bid and awarded or in construction where the CONTRACTOR voluntarily accepts the Agreement. The parties will enter into negotiations as to modifications to the Agreement to reflect the court action taken and the intent of the parties.

SECTION 3. NON-LIABILITY

In the event of an occurrence referenced in Section 1 or Section 2 of this Article, neither the Owner, the CONSTRUCTION MANAGER nor any CONTRACTOR, nor any signatory Union shall be liable, directly or indirectly, for any action taken, to comply with any court order, injunction or determination: Project bid specifications will be issued in conformance with court orders then in effect and no retroactive payments or other action will be required if the original court determination is ultimately reversed.

ARTICLE XVIII
FUTURE CHANGES IN SCHEDULE A AREA CONTRACTS

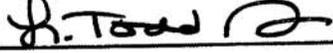
SECTION 1. CHANGES TO AREA CONTRACTS

- a) Schedule A to this Agreement shall continue in full force and effect unless the Union parties to the Area Collective Bargaining Agreements which are the basis for Schedule A notify the CONTRACTOR and Owner in writing of the existence of changes in provisions of such agreements which are applicable to the Project, and their effective dates.
- b) It is agreed that any provisions negotiated into Schedule A collective bargaining agreements will not apply to work on this Project if such provisions are less favorable to this Project than those uniformly required of CONTRACTORS for construction work normally covered by those agreements, nor shall any provision be recognized or applied on this Project if it may be construed to apply exclusively, or predominantly, to work covered by this Project Agreement.
- c) Any disagreement between signatories to this Agreement over the incorporation into Schedule A of provisions agreed upon in the renegotiation of Area Collective Bargaining Agreement shall be resolved in accordance with the procedure set forth in Article IX of the Agreement.

SECTION 2. LABOR DISPUTES DURING AREA CONTRACT NEGOTIATIONS

The Unions agree that there will be no strikes, work stoppages sympathy actions, picketing, slowdowns or other disruptive activity or other violations of Article VII affecting the Project by any Local Union involved in the renegotiation of Area Local Collective Agreements nor shall there be any lock-outs on this Project affecting a Local Union during the course of such renegotiations.

In Witness Whereof the parties have
Caused this Agreement to be executed
And effective as of the ____ Day of
____, 2015.

<p>Sheva Health and Wellness</p> <p>_____</p> <p>Phone: _____</p> <p>BY: </p> <p>Print: <u>Joseph Levine</u></p>	<p>Hudson Valley Building and Construction Trades Council</p> <p>451A Little Britain Road Newburgh, N.Y. 12550 Phone: (845) 565-2737 Fax: (845) 565-3099 E-Mail: _____</p> <p>BY: </p> <p>L. Todd Diorio, Bus. Mgr.</p> <p>Print: <u>L. Todd Diorio</u></p>
<p>Contractor</p> <p>_____</p> <p>Company Name:</p> <p>_____</p> <p>_____</p> <p>Phone: _____</p> <p>Fax: _____</p> <p>By: _____</p> <p>Print: _____</p>	<p>Contractor</p> <p>_____</p> <p>Company Name:</p> <p>_____</p> <p>_____</p> <p>Phone: _____</p> <p>Fax: _____</p> <p>By: _____</p> <p>Print: _____</p>

<p>Sub Contractor</p> <p>Name: _____</p> <p>_____</p> <p>Phone: _____</p> <p>Fax: _____</p> <p>By: _____</p> <p>Print: _____</p>	<p>Roofers Union Local 8</p> <p>12-11 43rd Avenue Long Island City, N.Y. 11101 Phone: (718) 361-0145 Fax: (718) 361-8330</p> <p>BY: _____</p> <p>_____</p> <p>Print</p>
<p>Boilermakers Local 5</p> <p>24 VanSickler Avenue Floral Park, N.Y. 11001 Phone: (516) 326-2500/(845) 355-4172 Fax: (516) 326-3435/(845) 355-4172</p> <p>BY: _____</p> <p>_____</p> <p>Print</p>	<p>District Council 9</p> <p>PO Box 471 Poughkeepsie, N.Y. 12602 Phone: (845) 473-0564 Fax: (845) 473-6550</p> <p>BY: _____</p> <p>_____</p> <p>Print</p>
<p>Bricklayers Local 5</p> <p>126 Innis Avenue Poughkeepsie, N.Y. 12601 Phone: (845) 452-3689 Fax: (845) 452-4771</p> <p>BY: _____</p> <p>_____</p> <p>Print</p>	<p>Carpenters Local 279</p> <p>14 Saw Mill River Road Hawthorne, N.Y. 10532 Phone: (914) 592-0686 Fax: (914) 592-0100</p> <p>BY: _____</p> <p>_____</p> <p>Print</p>
<p>Tile, Marble & Terrazzo B.A.C. Local 7</p> <p>45-34 Court Square Long Island City, N.Y. 11101 Phone: (718) 786-7648/(845) 986-9167 Fax: (718) 472-2370</p> <p>BY: _____</p> <p>_____</p> <p>Print</p>	<p>Resilient Floor Covers Local 2287</p> <p>395 Hudson Street, 8th Floor New York, N.Y. 10014 Phone: (212) 929-2940 Fax: (212) 929-2580</p> <p>BY: _____</p> <p>_____</p> <p>Print</p>

<p>Laborers Local 17 451A Little Britain Road Newburgh, N.Y. 12550 Phone: (845) 565-2737 Fax: (845) 565-3099</p> <p>BY: _____ _____ Print</p>	<p>Ironworkers Local 417 583 Rte. 32 Wallkill, N.Y. 12589 Phone: (845-566-8417 Fax: (845-566-8420</p> <p>BY: _____ Print: _____ Print</p>
<p>IBEW Local 363 67 Commerce Drive South Harriman, N.Y. 10926 Phone: (845) 783-3500 Fax: (845) 783-3555</p> <p>BY: _____ _____ Print</p>	<p>Teamsters Local 445 PO Box 2097 Newburgh, N.Y. 12550 Phone: (845) 564-5297 Fax: (845) 564-4120</p> <p>BY: _____ _____ Print</p>
<p>Plumbers & Steamfitters Local 373 PO Box 58 Mountainville, N.Y. 10953 Phone: (845-534-1050 Fax: (845-534-1053</p> <p>BY: _____ _____ Print</p>	<p>Millwright Local 740 89-07 Atlantic Avenue Woodhaven, N.Y. 11421 Phone: (718) 849-3636 Fax: (718) 849-0070</p> <p>BY: _____ _____ Print</p>

<p>Operating Engineers Local 825 6 Wesley Court Middletown, N.Y. 10941 Phone: (973) 921-4840 Fax: (973) 921-4841</p> <p>BY: _____</p> <p>_____</p> <p>Print</p>	<p>Sheetmetal Workers Local 38 PO Box 119 Brewster, N.Y. 10509 Phone: (845) 278-6868 Fax: (845) 279-1061</p> <p>BY: _____</p> <p>_____</p> <p>Print</p>
<p>Asbestos Workers 91 PO Box 38 Tarrytown, N.Y. 10591 Phone: (914) 631-7466 Fax: (914) 631-3460</p> <p>BY: _____</p> <p>_____</p> <p>Print</p>	<p>Road Sprinkler Fitters Local 669 PO Box 566 Poughquag, N.Y. 12570 Phone: (845) 724-5432 Fax: (845) 724-5439</p> <p>BY: _____</p> <p>_____</p> <p>Print</p>
<p>Elevator Constructors Local 138 44 Verbank Club Road Verbank, N.Y. 12585 Phone: (845) 677-8302 Fax: (845) 677-5905</p> <p>BY: _____</p> <p>_____</p> <p>Print</p>	<p>Local Union</p> <p>_____</p> <p>BY: _____</p> <p>_____</p> <p>Print</p>

Attachment G

JOEL ROTH
Certified Public Accountant
261 West 35th Street
Suite 803
New York, NY 10001

SHEVA HEALTH & WELLNESS LLC

FINANCIAL STATEMENTS

JUNE 4, 2015

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

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

NOTES TO THE FINANCIAL STATEMENTS

1. The LLC was formed on May 8, 2015. Accordingly, no prior financial statements have been prepared.
2. The prepaid license fee represents a fee that will be returned to the LLC if the license application is rejected.
3. A bond in the amount of \$ 2,000,000 has been retained. The expense represents the bond premium paid to obtain the bond.
4. Management has decided not to capitalize but rather expense start up costs.
5. All disbursements for the LLC have been made directly through partner funds and have been recorded as Partners' Capital.

JOEL ROTH
Certified Public Accountant
261 West 35th Street
Suite 803
New York, NY 10001

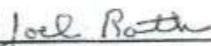
June 4, 2015

Board of Directors, Stockholders, Owners, and/or Management of
SHELVA HEALTH & WELLNESS LLC
2071 Flatbush Ave
Brooklyn, NY 11234

I have audited the accompanying balance sheet of SHELVA HEALTH & WELLNESS LLC (the "Company") as of June 4, 2015 and the related statements of income and retained earnings for the period then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audit.

I conducted our audit in accordance with auditing standards. Those standards require that I plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. I believe that my audit provides a reasonable basis for my opinion.

In my opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of June 4, 2015, and the results of its operations for the period then ended in accordance with generally accepted accounting principles.


Joel Roth, CPA

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

Appendix B

Architectural Program

Manufacturing Facility

Architectural Program

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

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



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:

Facility Type:

Manufacturing Facility [checked] Dispensing Facility []

Use and Occupancy Classification:

B-1 Business and U-1 Utility

Building Construction Type and Classification:

type 2 non combustible

Facility Address:

Primary Contact Telephone number:

Primary Contact Fax number:

PART I - ARCHITECTURAL PROGRAM & CONSTRUCTION TIMELINE:

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

- TOWN BOARD APPROVAL []
PLANNING BOARD APPROVAL [checked]
ZONING BOARD OF APPEALS APPROVAL [checked]
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]
COMPLETION OF CONSTRUCTION [checked]



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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 geothermal
Electric
Engineering Systems:
Heating System: Type geotherm, Size, Efficiency, Ventilation Requirements
Cooling System: Type, Size, Efficiency, Ventilation Requirements
Ventilation & Humidification Systems:
Type, Size, Efficiency, Ventilation Requirements
Electrical Distribution Available yes
Water Supply: Municipal Water Service or Private Well Water private
Sewage: Municipal Sewer System or Private Septic System private
Emergency Power System:
Type generato, Size 20 kw, Efficiency



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

CHECK ALL APPLICABLE CODES FOR THE FACILITY

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



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<p>Select Project Type: Check all that apply. Refer to the Existing Building Code for definitions.</p>	<input checked="" type="checkbox"/> New Building <input type="checkbox"/> Repair <input type="checkbox"/> Alteration Level 1 <input type="checkbox"/> Alteration Level 2	<input type="checkbox"/> Alteration Level 3 <input type="checkbox"/> Change of Occupancy <input type="checkbox"/> Addition <input type="checkbox"/> Historic Building	<input type="checkbox"/> Demolition <input type="checkbox"/> Chapter 3. Prescriptive Compliance Method <input type="checkbox"/> Chapter 13. Performance Compliance Method
	<p>Select Work Involved: Check all that apply.</p> <input checked="" type="checkbox"/> General Construction <input checked="" type="checkbox"/> Roofing <input type="checkbox"/> Asbestos Abatement/Environmental <input checked="" type="checkbox"/> Fire Alarm	<input checked="" type="checkbox"/> Structural <input checked="" type="checkbox"/> Mechanical <input checked="" type="checkbox"/> Plumbing <input checked="" type="checkbox"/> Electrical	<input checked="" type="checkbox"/> Site Work <input type="checkbox"/> Sprinkler <input type="checkbox"/> Elevators <input type="checkbox"/> 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.	B-1 Business and U-1 Utility (greenhouses)	



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No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
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	
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	
4	Hazardous Materials Control Areas	414.2		Provide additional information indicating number, size, materials stored, and quantity of each material.	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).	100,00 sq. ft one story 20 ft. height	
6	Incidental Use Areas	508.2		Identify all Incidental Use Areas and required fire separation of occupancies on Building Plans.	business and ag.	



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No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
7	Mixed Occupancies	508.3		Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	rated wall, 2 hr. between business and ag use	
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	
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	
10	Construction Classification	602		Provide Construction Classification per each building included in Application.	type 2b- 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.	0 hour roof, 0 hour ext. & int. walls, 0 hour floor, 0 hour structure	



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No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
12	Exterior Wall Fire-Resistance Rating	Table 602		Identify required fire resistance rating of exterior walls on Building Plan(s).	0 hour	
13	Exterior Fire Separation Distance	Table 602		Identify required fire separation distance of exterior walls between Buildings on Plan.	n/a	
14	Fire Walls	705		Provide code information and identify all applicable required Fire Wall(s) and fire resistance requirement on Building Plans.	n/a	
15	Fire Barriers	706		Provide code information and identify all applicable required Fire Barrier(s) and fire resistance requirement on Building Plans.	n/a	
16	Shaft Enclosures	707		Provide code information and identify all applicable required Shaft Wall(s) and fire resistance requirement on Building Plans.	n/a	
17	Fire Partitions	708		Provide code information and identify all applicable required Fire Partition(s) and fire resistance requirement on Building Plans.	n/a	



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No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
18	Horizontal Assemblies	711		Provide code information and identify all applicable required Horizontal Assemblies and fire resistance requirement on Building Plans.	n/a	
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.	full sprinkler system provided	
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	
21	Standpipe System	905		Provide code information of all applicable requirements for Standpipe Systems with code section(s) cited.	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 checked="" type="checkbox"/> Addressable <input type="checkbox"/> Hardwired (zoned)	tied into central alarm	



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No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
23	Emergency Alarm System	908		Provide code information of all applicable requirements for Emergency Alarm Systems with code section cited.		
24	Fire Department Connections	912		Identify Fire Department connections in accordance with NFPA applicable standard.		
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.	0 hour rating, 44" exit doors	
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.	max 100 occupants	
27	Egress Width	1005		Provide egress widths & cite applicable code section(s) and requirement(s) on the Building Plans	44" allowed, 72" provided	
28	Accessible Means of Egress	1007.1		Provide accessible means of egress as per Section 1007 & cite applicable code section(s) and requirement(s) on the Building Plans.	at front entry door	



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No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
29	Doors, Gates, and Turnstiles	1008		Means of egress doors shall meet the requirements of this section.	doors	
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	
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	
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.	max 175 ft	
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.	per plan	
34	Corridor Fire Rating	1017.1		Identify, on the Building Plan(s): all corridors with required fire resistance and the applicable fire rating.	one hour	



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No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
35	Corridor Width	1017.2		Identify on the Building Plan(s): the width of all corridors. Provide applicable code section(s) and requirement(s).	72" provided, 44" required	
36	Dead End Corridor	1017.3		Corridors shall not exceed the maximum dead end corridor length as per applicable code.	no dead end corridors	
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.	two	
38	Vertical Exit Enclosures	1020		Identify on the Building Plan(s): all applicable code requirements for each Vertical Exit Enclosure.		
39	Exit Passageways	1021		Identify on the Building Plan(s): all applicable code requirements for each Exit Passageway.		
40	Horizontal Exits	1022		Identify on the Building Plan(s): all applicable code requirements for each Horizontal Exit.		



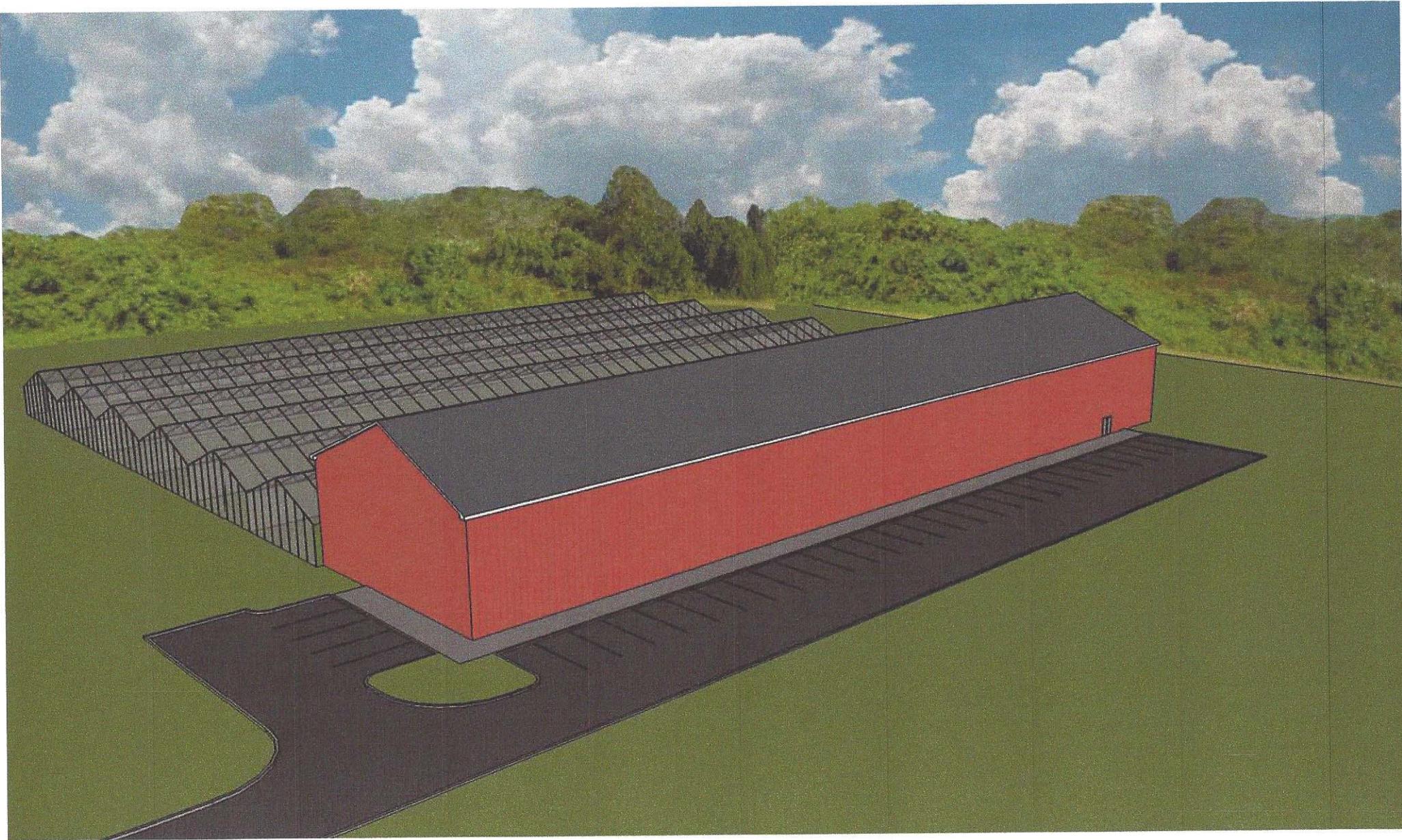
Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
41	Exterior Exit Ramps & Stairways	1023		Identify on the Building Plan(s): all applicable code requirements for each exterior exit ramps and stairways.	n/a	
42	Exit Discharge	1024		Identify on the Building Plan(s): all applicable code requirements for each Exit Discharge.		
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.		
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).	walls R-21, ceiling R-38, floor at slab R-10	
45	Emergency & Standby Power	2702.1		Identify emergency & Standby Power locations and specifications of the system to be provided.	propane gas generator as back-up power	
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.		



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



Dispensary #1

Architectural Program



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:
Facility Type: Manufacturing Facility [] Dispensing Facility [x]
Use and Occupancy Classification: Clinic - Outpatient - Business Group B
Building Construction Type and Classification: Type IID
Facility Address: 232 Calyer Street Brooklyn, NY 11222
Primary Contact Telephone number:
Primary Contact Fax number:
PART I - ARCHITECTURAL PROGRAM & CONSTRUCTION TIMELINE:
Applicant shall identify planning requirements, including but not limited to:
[] TOWN BOARD APPROVAL
[] PLANNING BOARD APPROVAL
[x] ZONING BOARD OF APPEALS APPROVAL
[x] PREPARATION OF CONSTRUCTION DOCUMENTS
[x] BUILDING PERMIT
[] BIDDING PHASE
[] CONTRACT AWARD PHASE PER EACH APPLICABLE CONTRACTOR (Identify all that apply)
[] COMMENCEMENT OF CONSTRUCTION
[] COMPLETION OF CONSTRUCTION



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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.

- | | |
|---|--|
| <input checked="" type="checkbox"/> Entrance and Exits | <input checked="" type="checkbox"/> Fire Lane and/or Fire Apparatus Road |
| <input checked="" type="checkbox"/> Public Parking Spaces | <input type="checkbox"/> Percentage of Green Space |
| <input type="checkbox"/> Staff Parking Spaces | <input type="checkbox"/> Location of Emergency Power Systems |
| <input type="checkbox"/> Accessible Parking Spaces | <input type="checkbox"/> Loading & Unloading |
| <input checked="" type="checkbox"/> Accessible Route(s) | <input type="checkbox"/> 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:
- | | | |
|--------------------------------------|--------------------------------------|--|
| <input type="checkbox"/> Natural Gas | <input type="checkbox"/> Oil | <input checked="" type="checkbox"/> Electric |
| <input type="checkbox"/> Solar | <input type="checkbox"/> Other _____ | |
- Engineering Systems:
- Heating System: Type TBD, Size _____, Efficiency _____,
Ventilation Requirements _____
- Cooling System: Type TBD, Size _____, Efficiency _____,
Ventilation Requirements _____
- Ventilation & Humidification Systems:
Type TBD, Size _____, Efficiency _____,
Ventilation Requirements _____
- Electrical Distribution Available _____
- Water Supply: Municipal Water Service X or Private Well Water _____
- Sewage: Municipal Sewer System X or Private Septic System _____
- Emergency Power System:
Type TBD, Size _____, Efficiency _____,



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Table with 2 columns: checkbox and code description. Includes codes like 2010 BUILDING CODE OF NYS, 2010 FIRE CODE OF NYS, etc. Some are checked, some are not.



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<p>Select Project Type: Check all that apply. Refer to the Existing Building Code for definitions.</p>	<input type="checkbox"/> New Building <input type="checkbox"/> Repair <input type="checkbox"/> Alteration Level 1 <input checked="" type="checkbox"/> Alteration Level 2	<input type="checkbox"/> Alteration Level 3 <input type="checkbox"/> Change of Occupancy <input type="checkbox"/> Addition <input type="checkbox"/> Historic Building	<input type="checkbox"/> Demolition <input type="checkbox"/> Chapter 3. Prescriptive Compliance Method <input type="checkbox"/> Chapter 13. Performance Compliance Method
<p>Select Work Involved: Check all that apply.</p>	<input checked="" type="checkbox"/> General Construction <input type="checkbox"/> Roofing <input type="checkbox"/> Asbestos Abatement/Environmental <input checked="" type="checkbox"/> Fire Alarm	<input type="checkbox"/> Structural <input checked="" type="checkbox"/> Mechanical <input checked="" type="checkbox"/> Plumbing <input checked="" type="checkbox"/> Electrical	<input type="checkbox"/> Site Work <input checked="" type="checkbox"/> Sprinkler <input type="checkbox"/> Elevators <input type="checkbox"/> 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.	Table 3-2	Business - Group B Clinic - Outpatient



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No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
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.	All occupancy groups shall comply with the Fire Code of NYS except	Automatic Sprinkler System Proposed. See SP-1
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	Product Storage Vault- 304.66 S.F. provided with a 2HR rated wall (See A-1, wall type W-2)
4	Hazardous Materials Control Areas	414.2		Provide additional information indicating number, size, materials stored, and quantity of each material.	N/A	N/A
5	Building Area & Height	501-507	Table 4-2	Provide the building area & height Provide all calculations and cite applicable code sections for increased Building Area & Heights allowed per building code(s).	Type ID - Sprinklered Area: Not Limit 85'-0"	50'-0" x 100'-0" = 5,000.00 S.F. 1 Story
6	Incidental Use Areas	508.2		Identify all Incidental Use Areas and required fire separation of occupancies on Building Plans.	Refer to drawing page 3 A-2	Refer to drawing page 3 A-2



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No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
7	Mixed Occupancies	508.3	508.3.3(b)	Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	Separation exempt for storage areas within group B	- Area is less than 10% of floor area. - Sprinkler System.
8	Nonseparated Uses	508.3.2	508.3.2.3	Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	Refer to drawing page 3 A-2	Refer to drawing page 3 A-2
9	Separated Uses (Ratio < 1)	508.3.3	508.3.3(b)	Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	Separation exempt for storage areas within group B	Interior walls have 1 hour rated separation. Storage has a 2HR rating separation
10	Construction Classification	602		Provide Construction Classification per each building included in Application.	Type ID	Type ID
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.	Refer to A-2 (page 3)	Wall Types -See A-1 (page 2) of proposed & existing. See A-2 Table 601



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No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
12	Exterior Wall Fire-Resistance Rating	Table 602		Identify required fire resistance rating of exterior walls on Building Plan(s).	2 Hours	2 Hours (Wall type 1 - page 2)
13	Exterior Fire Separation Distance	Table 602		Identify required fire separation distance of exterior walls between Buildings on Plan.	Occupancy Group B 1 Hour	2 Hours (Wall type 1 - page 2)
14	Fire Walls	705		Provide code information and identify all applicable required Fire Wall(s) and fire resistance requirement on Building Plans.	3 Hours Occupancy Group B	Party Wall (Wall type W-5) 3 Hours
15	Fire Barriers	706		Provide code information and identify all applicable required Fire Barrier(s) and fire resistance requirement on Building Plans.	2 Hours Occupancy Group B	1 Hour - Automatic sprinkler system proposed.
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.	Corridors 30 occupants < w/sprinkler system- 0HR	Corridors- 1 hour rating with sprinkler system.



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No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
18	Horizontal Assemblies	711	Table 601	Provide code information and identify all applicable required Horizontal Assemblies and fire resistance requirement on Building Plans.	Floor - 1 hour rated Roof - 1 hour	Existing Floor - 1 hour Existing Roof - 1 hour
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.	Occupancy Group B Not required	Automatic Sprinkler System proposed. See SP-1
20	Alt. Fire Extinguishing System	904		Provide code information of all applicable requirements for Alternative Automatic Fire-Extinguishing Systems with code section(s) cited.	Not required	Automatic Sprinkler System proposed. See SP-1
21	Standpipe System	905		Provide code information of all applicable requirements for Standpipe Systems with code section(s) cited.	N/A Existing building	N/A Existing building
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)	Fire Alarm System required in occupancy B with occupancy load of 100 persons. Not Required	Smoke Detector proposed see drawing A-1



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No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
23	Emergency Alarm System	908		Provide code information of all applicable requirements for Emergency Alarm Systems with code section cited.	Not required Occupancy B only occupancy H required	Non provided
24	Fire Department Connections	912		Identify Fire Department connections in accordance with NFPA applicable standard.	Installation, access, location signs& backfloo preventor	Refer to Sprinkler Plan SP-1
25	Exits	1001.1 &2	Table 1021.1	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.	Refer to drawing A-1 & Door Schedule A-2	Refer to drawing A-1 & Door Schedule A-2
26	Occupant Load	1004 & Table 1004.1.1	Table 1004.1	Identify the use/name of each room, dimensions of each room, and Occupant Loads per each room on the Building Plans.	Refer to drawing A-1 & building analysis A-2	Refer to drawing A-1 & building analysis A-2
27	Egress Width	1005	Table 1018.2	Provide egress widths & cite applicable code section(s) and requirement(s) on the Building Plans	width w/sprinklers 0.15	Egress width corridors- 72" See floor plan A-1 
28	Accessible Means of Egress	1007.1		Provide accessible means of egress as per Section 1007 & cite applicable code section(s) and requirement(s) on the Building Plans.	Required for multiply stories	Accessible means of egress provided: Dispensary located on ground floor A-1



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No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
29	Doors, Gates, and Turnstiles	1008		Means of egress doors shall meet the requirements of this section.	Doors: 32"	Door exit: 36"
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	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 Grade	N/A Grade
32	Common Path of Travel	1014.3	Table 1016.1	Identify on the Building Plan(s): the length of the "Common Path of Travel" per each room as per applicable building code requirements.	300'-0" with Sprinkler System	114'-1" Travel Distance
33	Exit Doorway Arrangement	1015	Table 1021.1	Identify on the Building Plan(s): applicable building code requirements for all Exits and Exit Access Doorways per each room and required exits in all buildings.	2 means of Egress required	2 means of Egress provided. See A-1 & Door Schedule A-2
34	Corridor Fire Rating	1017.1		Identify, on the Building Plan(s): all corridors with required fire resistance and the applicable fire rating.	1 hour rated corridors with sprinklers	See plan A-1 & Wall Types (1 hour rated)



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	1018.2	Identify on the Building Plan(s): the width of all corridors. Provide applicable code section(s) and requirement(s).	72"	72"
36	Dead End Corridor	1017.3	1018.4	Corridors shall not exceed the maximum dead end corridor length as per applicable code.	50 feet (Sprinklered)	34'-5" (Sprinklered)
37	Number of Exits and Continuity	1019	1021.1	Identify on the Building Plan(s): required number of exits, continuity and arrangement as per the applicable code requirements.	2 Exits	2 Exits
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.	44" Minimum in width	Corridors that serves as exit passageway are 72" see A-1
40	Horizontal Exits	1022		Identify on the Building Plan(s): all applicable code requirements for each Horizontal Exit.	N/A	N/A- None provided, 2 direct means of egress 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
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 Ground level	N/A Ground level. See A-1
42	Exit Discharge	1024		Identify on the Building Plan(s): all applicable code requirements for each Exit Discharge.	Exit discharge on grade	See floor plan A-1 Exit discharge on grade
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.	H/C accessible restrooms H/C accessible passageways.	See floor plan A-1 for Accessibility
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).	Climate Zone 4 Kings County	See Energy Analysis A-2
45	Emergency & Standby Power	2702.1		Identify emergency & Standby Power locations and specifications of the system to be provided.	Exit signs Means of egress Illumination	See floor plan A-1 & E-1
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.	Smoke Control Systems two source of power	Supplied with 2 sources of power - Smoke Detectors



Appendix B – Architectural Program

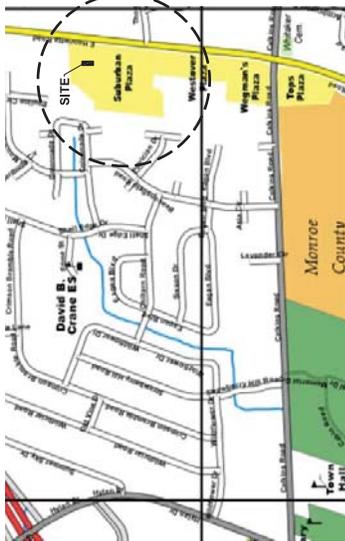
No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
47	Plumbing Fixture Count	2902.1		Identify on the Building Plan(s): the minimum plumbing facilities as per applicable plumbing code(s).	Refer to Required Fixture A-2	Refer to Fixture count table on A-2
48	Available Street Water Pressure			Provide the available street or well water pressure.	TBD	TBD
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.	TBD	TBD

Dispensary #2

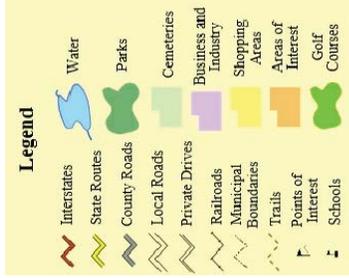
Architectural Program



3 SITE PLAN/AERIAL MAP WITH BUILDING LOCATION

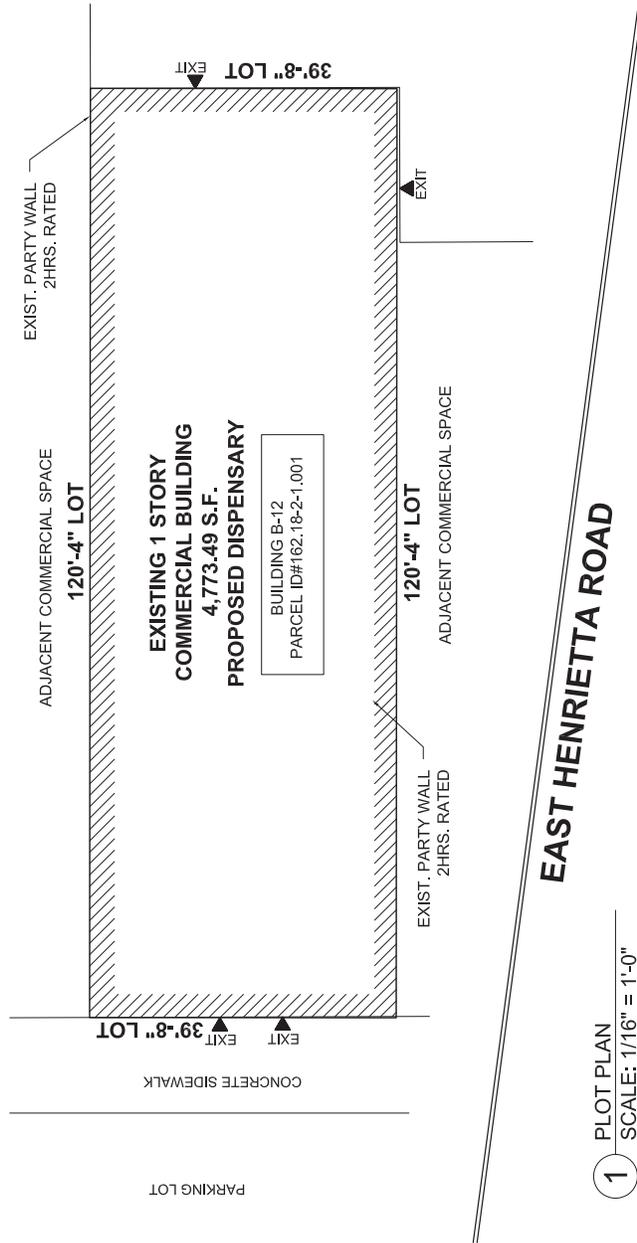


2 LAND USE MAP - COMMERCIAL AND RETAIL



DRAWING INDEX

T-1	PLOT PLAN & ZONING
A-1	PROPOSED FIRST FLOOR PLAN
A-2	WALL TYPES & SCHEDULES
SP-1	SPRINKLER PLAN
M-1	MECHANICAL PLAN
E-1	ELECTRICAL PLAN



1 PLOT PLAN
SCALE: 1/16" = 1'-0"



DISPENSARY
HEALTH TREATMENT FACILITY
2199 E HENRIETTA ROAD
HENRIETTA, NY 14623



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:
Facility Type: Manufacturing Facility [] Dispensing Facility [x]
Use and Occupancy Classification: Clinic - Outpatient - B (Business)
Building Construction Type and Classification: Type IIIA
Facility Address: 2199 E Henrietta Road NY, 14623
Primary Contact Telephone number:
Primary Contact Fax number:
PART I - ARCHITECTURAL PROGRAM & CONSTRUCTION TIMELINE:
Applicant shall identify planning requirements, including but not limited to:
TOWN BOARD APPROVAL [x]
PLANNING BOARD APPROVAL []
ZONING BOARD OF APPEALS APPROVAL []
PREPARATION OF CONSTRUCTION DOCUMENTS [x]
BUILDING PERMIT [x]
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.

- | | |
|---|--|
| <input checked="" type="checkbox"/> Entrance and Exits | <input checked="" type="checkbox"/> Fire Lane and/or Fire Apparatus Road |
| <input checked="" type="checkbox"/> Public Parking Spaces | <input type="checkbox"/> Percentage of Green Space |
| <input type="checkbox"/> Staff Parking Spaces | <input type="checkbox"/> Location of Emergency Power Systems |
| <input type="checkbox"/> Accessible Parking Spaces | <input type="checkbox"/> Loading & Unloading |
| <input checked="" type="checkbox"/> Accessible Route(s) | <input type="checkbox"/> 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:
- | | | |
|--------------------------------------|--------------------------------------|--|
| <input type="checkbox"/> Natural Gas | <input type="checkbox"/> Oil | <input checked="" type="checkbox"/> Electric |
| <input type="checkbox"/> Solar | <input type="checkbox"/> Other _____ | |
- Engineering Systems:
- Heating System: Type TBD, Size _____, Efficiency _____,
Ventilation Requirements _____
- Cooling System: Type TBD, Size _____, Efficiency _____,
Ventilation Requirements _____
- Ventilation & Humidification Systems:
Type TBD, Size _____, Efficiency _____,
Ventilation Requirements _____
- Electrical Distribution Available _____
- Water Supply: Municipal Water Service X or Private Well Water _____
- Sewage: Municipal Sewer System X or Private Septic System _____
- Emergency Power System:
Type TBD, Size _____, Efficiency _____,



Appendix B – Architectural Program

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



Appendix B – Architectural Program

<p>Select Project Type: Check all that apply. Refer to the Existing Building Code for definitions.</p>	<input type="checkbox"/> New Building <input type="checkbox"/> Repair <input type="checkbox"/> Alteration Level 1 <input checked="" type="checkbox"/> Alteration Level 2	<input type="checkbox"/> Alteration Level 3 <input type="checkbox"/> Change of Occupancy <input type="checkbox"/> Addition <input type="checkbox"/> Historic Building	<input type="checkbox"/> Demolition <input type="checkbox"/> Chapter 3. Prescriptive Compliance Method <input type="checkbox"/> Chapter 13. Performance Compliance Method
<p>Select Work Involved: Check all that apply.</p>	<input checked="" type="checkbox"/> General Construction <input type="checkbox"/> Roofing <input type="checkbox"/> Asbestos Abatement/Environmental <input checked="" type="checkbox"/> Fire Alarm	<input type="checkbox"/> Structural <input checked="" type="checkbox"/> Mechanical <input checked="" type="checkbox"/> Plumbing <input checked="" type="checkbox"/> Electrical	<input type="checkbox"/> Site Work <input checked="" type="checkbox"/> Sprinkler <input type="checkbox"/> Elevators <input type="checkbox"/> Other: _____

CODE COMPLIANCE REVIEW						
<p>Applicant shall provide all applicable information in regards to the code topic and section listed below.</p> <p>1. Code Compliance Review is based on the 2010 NY State Building Code for New Construction. If any other building code applies to the location or type of construction, provide applicable code and sections that most closely relates and references the code topic and information in the code sections listed below. Provide appropriate abbreviations for other applicable codes, such as: FC: Fire Code, PC: Plumbing Code, MC: Mechanical Code, FGC: Fuel Gas Code, ECC: Energy Conservation Code.</p> <p>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</p> <p>3. Provide your facilities "Actual" value for each required standard as per applicable code section.</p>						
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	Sect. 304	Use & occupancy of this facility. Identify all applicable materials, class and quantities regarding Table 307.1.	Group B (Business)	Group B Clinic - Outpatient



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.	All occupancy groups shall comply with the Fire Code of NYS except	Automatic Sprinkler System Proposed. See SP-1
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	Product Storage Vault- 300 S.F. provided with a 2HR rated wall (See A-1, wall type W-2)
4	Hazardous Materials Control Areas	414.2		Provide additional information indicating number, size, materials stored, and quantity of each material.	N/A	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).	Type IIIA - 5 Stories 37,500 S.F.	120'-4" x 39'-8" = 4,773.49 S.F. 1 Story
6	Incidental Use Areas	508.2		Identify all Incidental Use Areas and required fire separation of occupancies on Building Plans.	Refer to drawing page 3 A-2	Refer to drawing page 3 A-2



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	508.3.3(b)	Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	Separation exempt for storage areas within group B	- Area is less than 10% of floor area. - Sprinkler System.
8	Nonseparated Uses	508.3.2	508.3.2.3	Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	Refer to drawing page 3 A-2	Refer to drawing page 3 A-2
9	Separated Uses (Ratio < 1)	508.3.3	508.3.3(b)	Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	Separation exempt for storage areas within group B	Interior walls have 1 hour rated separation. Storage has a 2HR rating separation
10	Construction Classification	602		Provide Construction Classification per each building included in Application.	Type IIIA	Type IIIA
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.	Refer to A-2 (page 3)	Wall Types -See A-1 (page 2) of proposed & existing. See A-2 Table 601



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).	2 Hours	2 Hours (Wall type 1 - page 2)
13	Exterior Fire Separation Distance	Table 602		Identify required fire separation distance of exterior walls between Buildings on Plan.	Occupancy Group B 1 Hour	2 Hours (Wall type 1 - page 2)
14	Fire Walls	705		Provide code information and identify all applicable required Fire Wall(s) and fire resistance requirement on Building Plans.	3 Hours Occupancy Group B	No fire walls proposed Exterior Wall - 2 Hours
15	Fire Barriers	706		Provide code information and identify all applicable required Fire Barrier(s) and fire resistance requirement on Building Plans.	2 Hours Occupancy Group B	1 Hour - Automatic sprinkler system proposed.
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.	Corridors 30 occupants < w/sprinkler system- 0HR	Corridors- 1 hour rating with sprinkler system.



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
18	Horizontal Assemblies	711	Table 601	Provide code information and identify all applicable required Horizontal Assemblies and fire resistance requirement on Building Plans.	Floor - 1 hour rated Roof - 1 hour	Existing Floor - 1 hour Existing Roof - 1 hour
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.	Occupancy Group B Not required	Automatic Sprinkler System proposed. See SP-1
20	Alt. Fire Extinguishing System	904		Provide code information of all applicable requirements for Alternative Automatic Fire-Extinguishing Systems with code section(s) cited.	Not required	Automatic Sprinkler System proposed. See SP-1
21	Standpipe System	905		Provide code information of all applicable requirements for Standpipe Systems with code section(s) cited.	N/A - Existing building	N/A - Existing building
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)	Fire Alarm System required in occupancy B with occupancy load of 100 persons. Not Required	Smoke Detector proposed see drawing A-1



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.	Not required Occupancy B only occupancy H required	Non provided
24	Fire Department Connections	912		Identify Fire Department connections in accordance with NFPA applicable standard.	Installation, access, location signs& backfloo preventor	Refer to Sprinkler Plan SP-1
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.	Refer to drawing A-1 & Door Schedule A-2	Refer to drawing A-1 & Door Schedule A-2
26	Occupant Load	1004 & Table 1004.1.1	Table 1004.1	Identify the use/name of each room, dimensions of each room, and Occupant Loads per each room on the Building Plans.	Refer to drawing A-1 & building analysis A-2	Refer to drawing A-1 & building analysis A-2
27	Egress Width	1005	1017.2	Provide egress widths & cite applicable code section(s) and requirement(s) on the Building Plans	width w/sprinklers 0.15	Egress corridors: 72" See floor plan A-1 
28	Accessible Means of Egress	1007.1		Provide accessible means of egress as per Section 1007 & cite applicable code section(s) and requirement(s) on the Building Plans.	Required for multiply stories	Accessible means of egress provided: Dispensary located on ground floor A-1



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.	Doors: 32"	Door exit: 36"
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	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 on grade	N/A on grade
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.	300'-0" with Sprinkler System	111'-6" Travel Distance
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.	2 means of Egress required	4 means of Egress provided. See A-1 & Door Schedule A-2
34	Corridor Fire Rating	1017.1		Identify, on the Building Plan(s): all corridors with required fire resistance and the applicable fire rating.	1 hour rated corridors with sprinklers	See plan A-1 & Wall Types (1 hour rated)



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).	72"	72"
36	Dead End Corridor	1017.3		Corridors shall not exceed the maximum dead end corridor length as per applicable code.	50 feet (Sprinklered)	49'-11" (Sprinklered)
37	Number of Exits and Continuity	1019		Identify on the Building Plan(s): required number of exits, continuity and arrangement as per the applicable code requirements.	2 Exits	4 Exits
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.	44" Minimum in width	Corridors that serves as exit passageway are 72" see A-1
40	Horizontal Exits	1022		Identify on the Building Plan(s): all applicable code requirements for each Horizontal Exit.	N/A	N/A- None provided, 4 direct means of egress 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
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 Ground level	N/A Ground level. See A-1
42	Exit Discharge	1024		Identify on the Building Plan(s): all applicable code requirements for each Exit Discharge.	Exit discharge on grade	See floor plan A-1 Exit discharge on grade
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.	H/C accessible restrooms H/C accessible passageways.	See floor plan A-1 for Accessibility
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).	Climate Zone 6 Jefferson County	See Energy Analysis A-2
45	Emergency & Standby Power	2702.1		Identify emergency & Standby Power locations and specifications of the system to be provided.	Exit signs Means of egress Illumination	See floor plan A-1 & E-1
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.	Smoke Control Systems two source of power	Supplied with 2 sources of power - Smoke Detectors



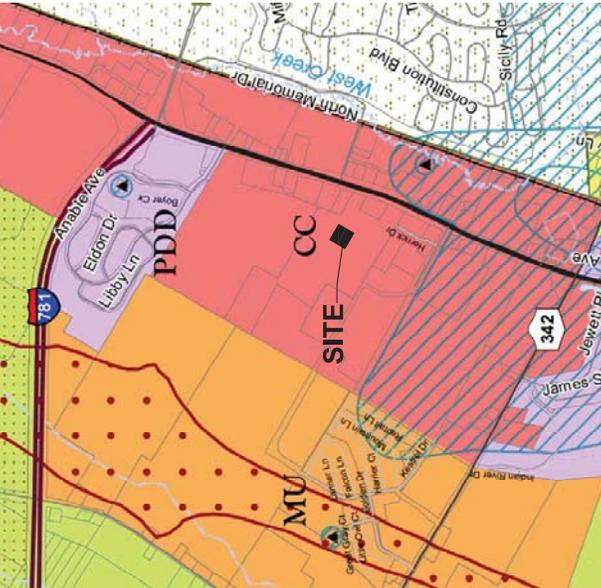
Appendix B – Architectural Program

Table with 7 columns: No., Topic, NYS Building Code Section, Other Code, 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. Rows include Plumbing Fixture Count, Available Street Water Pressure, and Fire Apparatus Access Road.

Dispensary #3

Architectural Program

1 AERIAL MAP WITH PARCEL INFORMATION

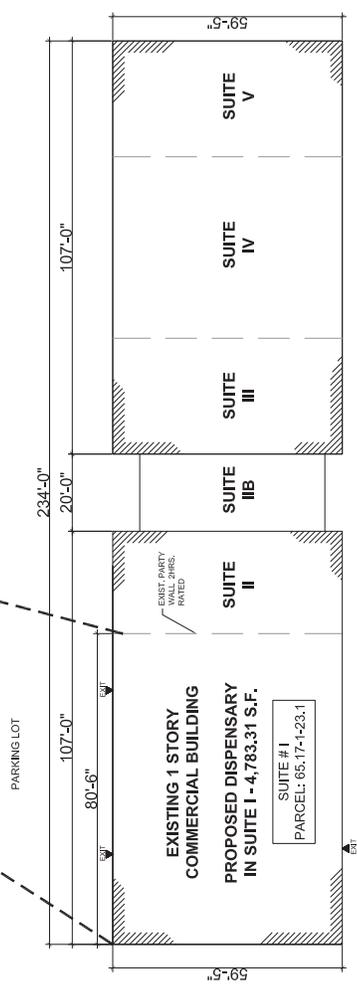


Legend

Zoning Districts

- AR Agricultural Residential
- R-1 Residential Single-Family
- MU Mixed Use
- CC Commercial Corridors
- MED Mixed Economic Development
- PD Planned Development
- MHO Manufactured Home Overlay
- Well Head Protection Zone

3 ZONING MAP 14 - CC (COMMERCIAL CORRIDORS)



2 PLOT PLAN
SCALE: 1/32" = 1'-0"

DRAWING INDEX	
T-1	PLOT PLAN & ZONING
A-1	PROPOSED FIRST FLOOR PLAN
A-2	WALL TYPES & SCHEDULES
SP-1	SPRINKLER PLAN
M-1	MECHANICAL PLAN
E-1	ELECTRICAL PLAN

DISPENSARY
HEALTH TREATMENT FACILITY
26121 US-11 Suite # 1
EVANS MILLS, NY 13601

T-1
01 OF 06



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:
Facility Type: Manufacturing Facility [] Dispensing Facility [x]
Use and Occupancy Classification: Clinic - Outpatient - B (Business)
Building Construction Type and Classification: Type IIIA
Facility Address: 26121 US-11 Suite #1 Evans Mills, NY 13601
Primary Contact Telephone number:
Primary Contact Fax number:
PART I - ARCHITECTURAL PROGRAM & CONSTRUCTION TIMELINE:
Applicant shall identify planning requirements, including but not limited to:
TOWN BOARD APPROVAL [x]
PLANNING BOARD APPROVAL []
ZONING BOARD OF APPEALS APPROVAL []
PREPARATION OF CONSTRUCTION DOCUMENTS [x]
BUILDING PERMIT [x]
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.

- | | |
|---|--|
| <input checked="" type="checkbox"/> Entrance and Exits | <input checked="" type="checkbox"/> Fire Lane and/or Fire Apparatus Road |
| <input checked="" type="checkbox"/> Public Parking Spaces | <input type="checkbox"/> Percentage of Green Space |
| <input type="checkbox"/> Staff Parking Spaces | <input type="checkbox"/> Location of Emergency Power Systems |
| <input type="checkbox"/> Accessible Parking Spaces | <input type="checkbox"/> Loading & Unloading |
| <input checked="" type="checkbox"/> Accessible Route(s) | <input type="checkbox"/> 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:
- | | | |
|--------------------------------------|--------------------------------------|--|
| <input type="checkbox"/> Natural Gas | <input type="checkbox"/> Oil | <input checked="" type="checkbox"/> Electric |
| <input type="checkbox"/> Solar | <input type="checkbox"/> Other _____ | |
- Engineering Systems:
- Heating System: Type TBD, Size _____, Efficiency _____,
Ventilation Requirements _____
- Cooling System: Type TBD, Size _____, Efficiency _____,
Ventilation Requirements _____
- Ventilation & Humidification Systems:
Type TBD, Size _____, Efficiency _____,
Ventilation Requirements _____
- Electrical Distribution Available _____
- Water Supply: Municipal Water Service X or Private Well Water _____
- Sewage: Municipal Sewer System X or Private Septic System _____
- Emergency Power System:
Type TBD, Size _____, Efficiency _____,



Appendix B – Architectural Program

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



Appendix B – Architectural Program

<p>Select Project Type: Check all that apply. Refer to the Existing Building Code for definitions.</p>	<input type="checkbox"/> New Building <input type="checkbox"/> Repair <input type="checkbox"/> Alteration Level 1 <input checked="" type="checkbox"/> Alteration Level 2	<input type="checkbox"/> Alteration Level 3 <input type="checkbox"/> Change of Occupancy <input type="checkbox"/> Addition <input type="checkbox"/> Historic Building	<input type="checkbox"/> Demolition <input type="checkbox"/> Chapter 3. Prescriptive Compliance Method <input type="checkbox"/> Chapter 13. Performance Compliance Method
<p>Select Work Involved: Check all that apply.</p>	<input checked="" type="checkbox"/> General Construction <input type="checkbox"/> Roofing <input type="checkbox"/> Asbestos Abatement/Environmental <input checked="" type="checkbox"/> Fire Alarm	<input type="checkbox"/> Structural <input checked="" type="checkbox"/> Mechanical <input checked="" type="checkbox"/> Plumbing <input checked="" type="checkbox"/> Electrical	<input type="checkbox"/> Site Work <input checked="" type="checkbox"/> Sprinkler <input type="checkbox"/> Elevators <input type="checkbox"/> 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	Sect. 304	Use & occupancy of this facility. Identify all applicable materials, class and quantities regarding Table 307.1.	Group B (Business)	Group B Clinic - Outpatient



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.	All occupancy groups shall comply with the Fire Code of NYS except	Automatic Sprinkler System Proposed. See SP-1
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	Product Storage Vault- 300.48 S.F. provided with a 2HR rated wall (See A-1, wall type W-2)
4	Hazardous Materials Control Areas	414.2		Provide additional information indicating number, size, materials stored, and quantity of each material.	N/A	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).	Type IIIA - 5 Stories 37,500 S.F.	80'-6" x 59'-5" = 4,783.31SF 1 Story
6	Incidental Use Areas	508.2		Identify all Incidental Use Areas and required fire separation of occupancies on Building Plans.	Refer to drawing page 3 A-2	Refer to drawing page 3 A-2



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	508.3.3(b)	Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	Separation exempt for storage areas within group B	Storage area is less than 10% of total floor area. Sprinkler system proposed
8	Nonseparated Uses	508.3.2	508.3.2.3	Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	Refer to drawing page 3 A-2	Refer to drawing page 3 A-2
9	Separated Uses (Ratio < 1)	508.3.3	508.3.3(b)	Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	Separation exempt for storage areas within group B	Interior walls have 1 hour rated separation. Storage has 2HR
10	Construction Classification	602		Provide Construction Classification per each building included in Application.	Type IIIA	Type IIIA
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.	Refer to A-2 (page 3)	Wall Types -See A-1 (page 2) of proposed & existing. See A-2 Table 601



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).	2 Hours	2 Hours (Wall type 1 - page 2)
13	Exterior Fire Separation Distance	Table 602		Identify required fire separation distance of exterior walls between Buildings on Plan.	Occupancy Group B 1 Hour	2 Hours (Wall type 1 - page 2)
14	Fire Walls	705		Provide code information and identify all applicable required Fire Wall(s) and fire resistance requirement on Building Plans.	3 Hours Occupancy Group B	No fire walls proposed Exterior Wall - 2 Hours
15	Fire Barriers	706		Provide code information and identify all applicable required Fire Barrier(s) and fire resistance requirement on Building Plans.	2 Hours Occupancy Group B	1 Hour - Automatic sprinkler system proposed.
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.	Corridors 30 occupants < w/sprinkler system- 0HR	Corridors- 1 hour rating with sprinkler system.



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
18	Horizontal Assemblies	711	Table 601	Provide code information and identify all applicable required Horizontal Assemblies and fire resistance requirement on Building Plans.	Floor - 1 hour rated Roof - 1 hour	Existing Floor - 1 hour Existing Roof - 1 hour
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.	Occupancy Group B Not required	Automatic Sprinkler System proposed. See SP-1
20	Alt. Fire Extinguishing System	904		Provide code information of all applicable requirements for Alternative Automatic Fire-Extinguishing Systems with code section(s) cited.	Not required	Automatic Sprinkler System proposed. See SP-1
21	Standpipe System	905		Provide code information of all applicable requirements for Standpipe Systems with code section(s) cited.	N/A - Existing building	N/A - Existing building
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)	Fire Alarm System required in occupancy B with occupancy load of 100 persons. Not Required	Smoke Detectors proposed see drawing A-1



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.	Not required Occupancy B only occupancy H required	None provided
24	Fire Department Connections	912		Identify Fire Department connections in accordance with NFPA applicable standard.	Installation, access, location signs& backfloo preventor	Refer to Sprinkler Plan SP-1
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.	Refer to drawing A-1 & Door Schedule A-2	Refer to drawing A-1 & Door Schedule A-2
26	Occupant Load	1004 & Table 1004.1.1	Table 1004.1	Identify the use/name of each room, dimensions of each room, and Occupant Loads per each room on the Building Plans.	Refer to drawing A-1 & building analysis A-2	Refer to drawing A-1 & building analysis A-2
27	Egress Width	1005	1017.2	Provide egress widths & cite applicable code section(s) and requirement(s) on the Building Plans	width w/sprinklers 0.15	Egress width corridors- 72" See floor plan A-1 
28	Accessible Means of Egress	1007.1		Provide accessible means of egress as per Section 1007 & cite applicable code section(s) and requirement(s) on the Building Plans.	Required for multiply stories	Accessible means of egress provided: Dispensary located on ground floor A-1



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.	Doors: 32"	Door exit: 36"
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	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 Grade	N/A Grade
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.	300'-0" with Sprinkler System	93'-11" Travel Distance
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.	2 means of Egress required	3 means of Egress provided. See A-1 & Door Schedule A-2
34	Corridor Fire Rating	1017.1		Identify, on the Building Plan(s): all corridors with required fire resistance and the applicable fire rating.	1 hour rated corridors with sprinklers	See plan A-1 & Wall Types (1 hour rated)



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).	72"	72"
36	Dead End Corridor	1017.3		Corridors shall not exceed the maximum dead end corridor length as per applicable code.	50 feet (Sprinklered)	44'-3" (Sprinklered)
37	Number of Exits and Continuity	1019		Identify on the Building Plan(s): required number of exits, continuity and arrangement as per the applicable code requirements.	2 Exits	3 Exits
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.	44" Minimum in width	Corridors that serves as exit passageway are 72" see A-1
40	Horizontal Exits	1022		Identify on the Building Plan(s): all applicable code requirements for each Horizontal Exit.	N/A	N/A- None provided, 3 direct means of egress 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
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 Ground level	N/A Ground level. See A-1
42	Exit Discharge	1024		Identify on the Building Plan(s): all applicable code requirements for each Exit Discharge.	Exit discharge on grade	See floor plan A-1 Exit discharge on grade
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.	H/C accessible restrooms H/C accessible passageways.	See floor plan A-1 for Accessibility
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).	Climate Zone 6 Jefferson County	See Energy Analysis A-2
45	Emergency & Standby Power	2702.1		Identify emergency & Standby Power locations and specifications of the system to be provided.	Exit signs Means of egress Illumination	See floor plan A-1 & E-1
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.	Smoke Control Systems two source of power	Supplied with 2 sources of power - Smoke Detectors

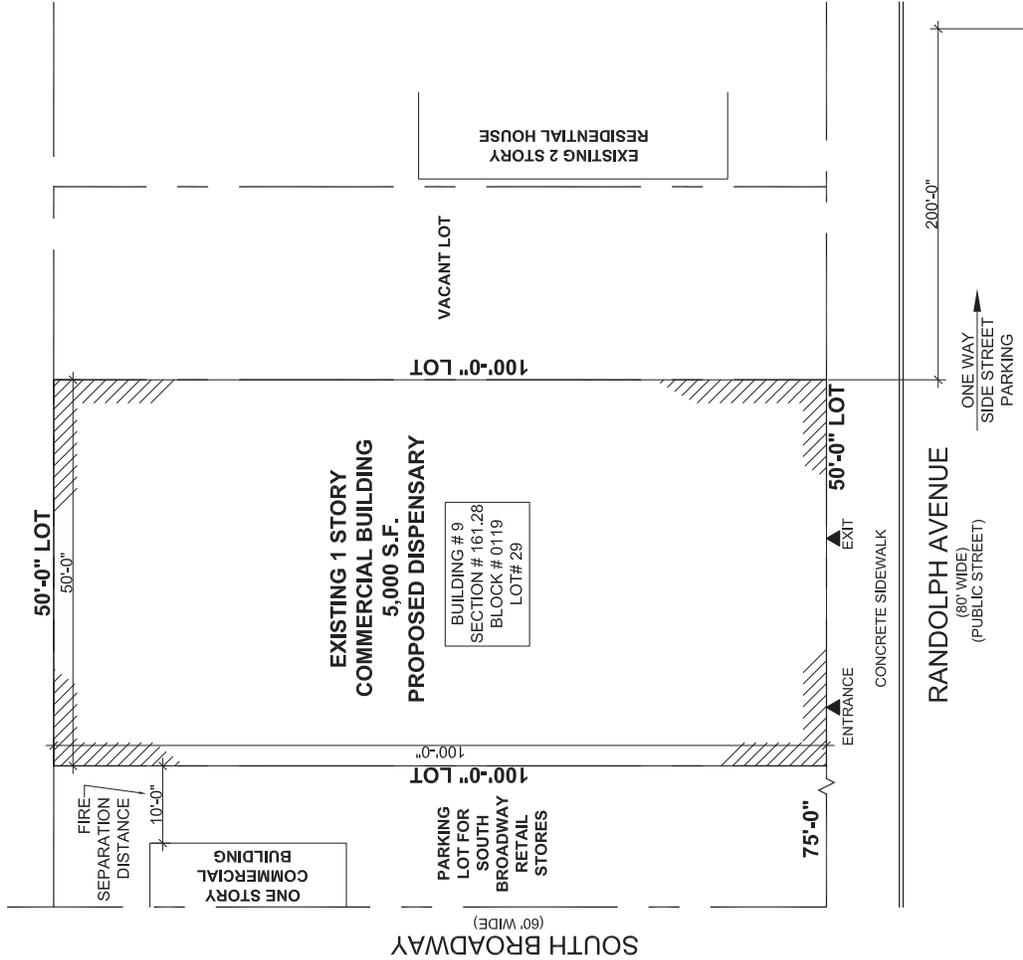


Appendix B – Architectural Program

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).	Refer to Required Fixture A-2	Refer to fixture count table on A-2
48	Available Street Water Pressure			Provide the available street or well water pressure.	TBD	TBD
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.	TBD	TBD

Dispensary #4

Architectural Program



Legend for Selected Layer

- Agricultural Uses - Farms, Stables, Nurseries
- Single Family Residential
- Two, Three Family and Multi-Structure Properties
- Condominiums, Apartments, Multi-Family Residential Use
- Common Land Homeowners Assoc.
- Vacant Properties
- Commercial and Retail
- Manufacturing, Industrial and Warehousing
- Office and Research (including Campus Office Parks)
- Mixed Use
- Institutional and Public Assembly



DRAWING INDEX

T-1	PLOT PLAN & ZONING
A-1	PROPOSED FIRST FLOOR PLAN
A-2	WALL TYPES & SCHEDULES
SP-1	SPRINKLER PLAN
M-1	MECHANICAL PLAN
E-1	ELECTRICAL PLAN

DISPENSARY
HEALTH TREATMENT FACILITY
9 RANDOLPH STREET
YONKERS, NY 10705

T-1
01 OF 06



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:
Facility Type: Manufacturing Facility [] Dispensing Facility [x]
Use and Occupancy Classification: B (Business) Clinic-Outpatient
Building Construction Type and Classification: Type IIIA
Facility Address: 9 Randolph Street, Yonkers NY 10705
Primary Contact Telephone number:
Primary Contact Fax number:
PART I - ARCHITECTURAL PROGRAM & CONSTRUCTION TIMELINE:
Applicant shall identify planning requirements, including but not limited to:
TOWN BOARD APPROVAL [x]
PLANNING BOARD APPROVAL []
ZONING BOARD OF APPEALS APPROVAL [x]
PREPARATION OF CONSTRUCTION DOCUMENTS [x]
BUILDING PERMIT [x]
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.

- | | |
|---|--|
| <input checked="" type="checkbox"/> Entrance and Exits | <input checked="" type="checkbox"/> Fire Lane and/or Fire Apparatus Road |
| <input checked="" type="checkbox"/> Public Parking Spaces | <input type="checkbox"/> Percentage of Green Space |
| <input type="checkbox"/> Staff Parking Spaces | <input type="checkbox"/> Location of Emergency Power Systems |
| <input type="checkbox"/> Accessible Parking Spaces | <input type="checkbox"/> Loading & Unloading |
| <input checked="" type="checkbox"/> Accessible Route(s) | <input type="checkbox"/> 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:
- | | | |
|--------------------------------------|--------------------------------------|--|
| <input type="checkbox"/> Natural Gas | <input type="checkbox"/> Oil | <input checked="" type="checkbox"/> Electric |
| <input type="checkbox"/> Solar | <input type="checkbox"/> Other _____ | |
- Engineering Systems:
- Heating System: Type TBD, Size _____, Efficiency _____,
Ventilation Requirements _____
- Cooling System: Type TBD, Size _____, Efficiency _____,
Ventilation Requirements _____
- Ventilation & Humidification Systems:
Type TBD, Size _____, Efficiency _____,
Ventilation Requirements _____
- Electrical Distribution Available _____
- Water Supply: Municipal Water Service X or Private Well Water _____
- Sewage: Municipal Sewer System X or Private Septic System _____
- Emergency Power System:
Type TBD, Size _____, Efficiency _____,



Appendix B – Architectural Program

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



Appendix B – Architectural Program

<p>Select Project Type: Check all that apply. Refer to the Existing Building Code for definitions.</p>	<input type="checkbox"/> New Building <input type="checkbox"/> Repair <input type="checkbox"/> Alteration Level 1 <input checked="" type="checkbox"/> Alteration Level 2	<input type="checkbox"/> Alteration Level 3 <input type="checkbox"/> Change of Occupancy <input type="checkbox"/> Addition <input type="checkbox"/> Historic Building	<input type="checkbox"/> Demolition <input type="checkbox"/> Chapter 3. Prescriptive Compliance Method <input type="checkbox"/> Chapter 13. Performance Compliance Method
<p>Select Work Involved: Check all that apply.</p>	<input checked="" type="checkbox"/> General Construction <input type="checkbox"/> Roofing <input type="checkbox"/> Asbestos Abatement/Environmental <input checked="" type="checkbox"/> Fire Alarm	<input type="checkbox"/> Structural <input checked="" type="checkbox"/> Mechanical <input checked="" type="checkbox"/> Plumbing <input checked="" type="checkbox"/> Electrical	<input type="checkbox"/> Site Work <input checked="" type="checkbox"/> Sprinkler <input type="checkbox"/> Elevators <input type="checkbox"/> 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.	Group B (Business)	Group B (Business) Clinic-Outpatient



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.	All occupancy groups shall comply with the Fire Code of NYS	Automatic Sprinkler System Proposed See SP-1
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	Product Storage Vault- 304.66 S.F. provided with a 2HR rated wall (See A-1, wall type W-2)
4	Hazardous Materials Control Areas	414.2		Provide additional information indicating number, size, materials stored, and quantity of each material.	N/A	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).	Type IIIA- 5 Stories - 37,500 S.F. Area	1 story- 16'-0" 50'x100'= 5,000 S.F. (Area)
6	Incidental Use Areas	508.2		Identify all Incidental Use Areas and required fire separation of occupancies on Building Plans.	Refer to drawing page 3 A-2	Refer to drawing page 3 A-2



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No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
7	Mixed Occupancies	508.3	508.3.3(b)	Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	Separation exempt for storage areas within group B	Storage area is less than 10% of total floor area. Sprinkler system proposed
8	Nonseparated Uses	508.3.2	508.3.2.3	Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	Refer to drawing page 3 A-2	Refer to drawing page 3 A-2
9	Separated Uses (Ratio < 1)	508.3.3	508.3.3(b)	Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	Separation exempt for storage areas within group B	Interior walls have 1 hour rated separation. Storage has a 2HR rating separation
10	Construction Classification	602		Provide Construction Classification per each building included in Application.	Type IIIA	Type IIIA
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.	Refer to A-2 (page 3)	Wall types- See A-1 (page 2) of proposed and existing. Refer to A-2 Table 601



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).	2 hours	2 hours (Wall type W-1, see page A-1)
13	Exterior Fire Separation Distance	Table 602		Identify required fire separation distance of exterior walls between Buildings on Plan.	Occupancy Group B- 1HR	2 hours (Wall type W-1, see page A-1)
14	Fire Walls	705		Provide code information and identify all applicable required Fire Wall(s) and fire resistance requirement on Building Plans.	3 hours Occupancy group B	No fire walls proposed. Exterior wall- 2 hours
15	Fire Barriers	706	1021.3	Provide code information and identify all applicable required Fire Barrier(s) and fire resistance requirement on Building Plans.	2 hours Occupancy group B	1 hour- Automatic Sprinkler System proposed
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	Table 1017.1	Provide code information and identify all applicable required Fire Partition(s) and fire resistance requirement on Building Plans.	Corridors 30 occupants < w/sprinkler system- 0HR	Corridors- 1 hour rating with sprinkler system.



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
18	Horizontal Assemblies	711	Table 601	Provide code information and identify all applicable required Horizontal Assemblies and fire resistance requirement on Building Plans.	Floor- 1 hour rated Roof - 1 hour rated	Existing floor- 1 hour Existing roof- 1 hour
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.	Occupancy Group B Not Required	Automatic Sprinkler System proposed see drawing SP-1
20	Alt. Fire Extinguishing System	904		Provide code information of all applicable requirements for Alternative Automatic Fire-Extinguishing Systems with code section(s) cited.	Not Required	Automatic Sprinkler System proposed see drawing SP-1
21	Standpipe System	905		Provide code information of all applicable requirements for Standpipe Systems with code section(s) cited.	N/A - Existing building	N/A Existing building
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)	Fire alarm system required in occupancy B with occupant load of 100 persons- Not Required	Smoke Detectors proposed see drawing A-1



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.	Not Required- Occupancy B Required for Occupancy H	None provided
24	Fire Department Connections	912		Identify Fire Department connections in accordance with NFPA applicable standard.	Installation, access, location, signs, & backflow preventor	Refer to Sprinkler Plan drawing SP-1
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.	Refer to drawing A-1 & door schedule A-2	Refer to drawing A-1 & door schedule A-2
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.	Refer to drawing A-1 & building analysis A-2	Refer to drawing A-1 & building analysis A-2
27	Egress Width	1005	1017.2	Provide egress widths & cite applicable code section(s) and requirement(s) on the Building Plans	width w/sprinklers 0.15	Egress width corridors- 72" See floor plan A-1 
28	Accessible Means of Egress	1007.1		Provide accessible means of egress as per Section 1007 & cite applicable code section(s) and requirement(s) on the Building Plans.	Required for multiply stories	Accessible means of egress provided- Dispensary located on ground floor A-1



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.	Doors: 32" minimum	Doors: 36" egress
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	N/A- ground level (1 story)
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 on grade	N/A on grade
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.	300 feet with sprinkler system	113'-9" Travel distance
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.	2 means of egress required	2 means of egress provided see A-1 & door schedule A-2
34	Corridor Fire Rating	1017.1		Identify, on the Building Plan(s): all corridors with required fire resistance and the applicable fire rating.	1 hour rated corridors with sprinkler system	See floor plan A-1 & wall types (1 hour rated, W-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
35	Corridor Width	1017.2		Identify on the Building Plan(s): the width of all corridors. Provide applicable code section(s) and requirement(s).	72"	72" refer to drawing A-1
36	Dead End Corridor	1017.3		Corridors shall not exceed the maximum dead end corridor length as per applicable code.	50 feet (sprinkler system)	34'-5" with sprinkler system
37	Number of Exits and Continuity	1019		Identify on the Building Plan(s): required number of exits, continuity and arrangement as per the applicable code requirements.	2 Exits	2 Exits
38	Vertical Exit Enclosures	1020		Identify on the Building Plan(s): all applicable code requirements for each Vertical Exit Enclosure.	N/A	N/A- 1 story
39	Exit Passageways	1021		Identify on the Building Plan(s): all applicable code requirements for each Exit Passageway.	44" minimum in width	Corridors that serves as exit passageway are 72" see A-1
40	Horizontal Exits	1022		Identify on the Building Plan(s): all applicable code requirements for each Horizontal Exit.	N/A	N/A- None provided, 2 direct means of egress 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
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- Ground level	N/A- Ground level See A-1
42	Exit Discharge	1024		Identify on the Building Plan(s): all applicable code requirements for each Exit Discharge.	Exit Discharge on grade	See floor plan A-1. Exit discharge on grade
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.	H/C Accessible restrooms H/C Accessible passageways	See floor plan A-1 for Accessibility
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).	Climate Zone 4 (Westchester)	See Energy Analysis A-2
45	Emergency & Standby Power	2702.1		Identify emergency & Standby Power locations and specifications of the system to be provided.	Exit Signs means of egress illumination	See floor plan A-1 & E-1
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.	Smoke Control Systems two source of power	Supplied with two sources of power- smoke detectors



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).	Refer to Required Fixture A-2	Refer to Fixture count table on A-2
48	Available Street Water Pressure			Provide the available street or well water pressure.	TBD	TBD
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 Hydrant	Refer to T-1 plot plan for hydrant location.

Attachment H

SHEVA HEALTH AND WELLNESS SECURITY PLAN

A detailed conceptual plan to provide outstanding security for Sheva Health and Wellness facilities engaged in the production, dispensing, and shipment of medical marihuana, within the State of New York



**PURSUANT TO NEW YORK STATE PUBLIC HEALTH LAW
CHAPTER XIII, PART 1004.13**

SUBMITTED TO THE NEW YORK STATE DEPARTMENT OF HEALTH, JUNE 2015

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SHEVA HEALTH AND WELLNESS
SECURITY PLAN FOR MEDICAL **marijuana**

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**SHEVA HEALTH AND WELLNESS SECURITY PLAN
PURSUANT TO NEW YORK STATE PUBLIC HEALTH LAW**

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SHEVA HEALTH AND WELLNESS
SECURITY PLAN FOR MEDICAL **marijuana**

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SECURITY PLAN FOR MEDICAL **marijuana**

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A. SHW CPF SECURITY FEATURES

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SECURITY PLAN FOR MEDICAL **marijuana**

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CHAPTER TWO – DISPENSING FACILITIES (DF's)

LOCATION OF DISPENSING FACILITIES

SHW HEALTH AND WELLNESS plans four (4) Medical **marijuana** Dispensing Facilities (DF's) in the State of New York:

1. Yonkers
2. Watertown
3. Rochester
4. Brooklyn

These four facilities will be essentially identical, and will all include the same physical security features, with minor cosmetic differences.

DESCRIPTION OF FACILITIES

The facilities are located in close proximity to local and state law enforcement assets. (See Chapter 3 for shipment descriptions.)

A generic Dispensing Facility layout is depicted in Figure D below.

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A. SHW DISPENSARY FACILITY (DF) SECURITY FEATURES

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SECURITY PLAN FOR MEDICAL **marijuana**

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CHAPTER THREE – SHIPMENTS OF MEDICAL **marijuana**

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SHEVA HEALTH AND WELLNESS
SECURITY PLAN FOR MEDICAL **marijuana**
JUNE 2015

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TABLE 2- SHW DISPENSING FACILITY (DF) LOCATIONS, KEY RESPONSE AGENCIES AND ROUTE SAFE HAVENS					
DEFAULT EMERGENCY NUMBER STATE-WIDE: 911					
DF CITY	DF ADDRESS	DF LOCAL RESPONSE AGENCY	PHONE	ROUTE RESPONSE UNITS & SAFE HAVENS (FROM CPF TO DF)	PHONE
Yonkers	9 Randolph St. Yonkers, NY 10703	Yonkers Police Dept. 104 South Broadway, Yonkers, NY	914-377-7900	New York State Police Headquarters, Troop T, Albany, NY (covers entire NY Thruway) Zone 1 Headquarters: State Police Tarrytown, (on East side of Tappan Zee Bridge) Zone 1 substation: State Police (located at exit 16, Newburgh) Westchester County Highway Patrol: 1 Saw Mill River Road Hawthorne, NY Yonkers Police Dept. 104 South Broadway, Yonkers, NY	518-436-2825 845-727-2280 845-831-7960 914-864-7700 914-377-7900
Watertown	26121 US-11 Evans Mills, NY 13601	State Police Watertown, 25873 State Rt. 37, Watertown, NY	315-782-2112	New York State Police Troop "F" HQT Middletown, NY (Routes I-84 and 17 to Roscoe, NY) New York State Police Zone 1 substation: (located at exit 16, Newburgh) New York State Police New Hampton (located on I-84) New York State Police Wurtsboro, NY 2954 St. Rt. 209, Wurtsboro, NY New York State Police Liberty, NY 5754 St. Rt. 55 Liberty, NY New York State Police Troop "C" Headquarters: 823 St RT. 7 Unadilla, NY (After Roscoe, NY) New York State Police, Deposit, NY, 25 Leonard Way, Deposit, NY New York State Police, Binghamton, NY 84 Crescent Drive, Kirkwood, NY New York State Police, Marathon, NY Corporation Hall 4E, Main Street, Marathon, NY New York State Police, Homer, NY, 2 Technology Place, Homer, NY 13077 New York State Police North Syracuse, 101 North Constellation Way, N. Syracuse, NY New York State Police Hastings, NY RD 2 Municipal Bld., Central Square, NY New York State Police Watertown, 25873 State Rt. 37, Watertown, NY	845-344-530 845-831-7960 845-374-6429 845-888-2681 845-292-6600 607-561-7400 607-467-3215 607-775-1241 607-849-3586 607-756-5604 585-428-9800 315-668-2496 315-782-2112
Rochester	25 Main St Rochester, NY 1461	City of Rochester Police Department, 1st Exchange Boulevard Rochester, NY	585-428-9800	(From Syracuse) New York State Police Headquarters, Albany, NY Troop T New York State Police Syracuse ("T") 6150 Tarbell Lane Road, Syracuse, NY New York State Police Schuyler 263 Carder Lane Road, Frankfort, NY New York State Police Henrietta 1015 Lehigh Station Road, West Henrietta, NY New York State Police, Rochester, NY 1155 Scottsville Road Suite 400, Rochester, NY City of Rochester Police Department, 1st Exchange Boulevard Rochester, NY	518-436-2825 315-437-2831 315-894-9000 585-334-5533 585-279-8891 585-428-9800
Brooklyn	232 Calyer St Brooklyn, NY 1122	NYC 94th Precinct at 100 Meserole Ave, Brooklyn, NY	718-383-3879	(Via Tarrytown) New York State Police Headquarters, Albany, NY Troop T New York City Highway One Patrol Bronx River Parkway at Union Ave, Bronx, NY Brooklyn New York City, Highway Two Patrol 2900 Flatbush Ave, Brooklyn, NY NYC 94th Precinct at 100 Meserole Ave, Brooklyn, NY	518-436-2825 718-822-5804 718-377-1444 718-383-3879

SHEVA HEALTH AND WELLNESS
SECURITY PLAN FOR MEDICAL **marijuana**
JUNE 2015

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Attachment I

JOEL ROTH
Certified Public Accountant
261 West 35th Street
Suite 803
New York, NY 10001

SHEVA HEALTH & WELLNESS LLC

FINANCIAL STATEMENTS

JUNE 4, 2015

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

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NOTES TO THE FINANCIAL STATEMENTS

1. The LLC was formed on May 8, 2015. Accordingly, no prior financial statements have been prepared.
2. The prepaid license fee represents a fee that will be returned to the LLC if the license application is rejected.
3. A bond in the amount of \$ 2,000,000 has been retained. The expense represents the bond premium paid to obtain the bond.
4. Management has decided not to capitalize but rather expense start up costs.
5. All disbursements for the LLC have been made directly through partner funds and have been recorded as Partners' Capital.

JOEL ROTH
Certified Public Accountant
261 West 35th Street
Suite 803
New York, NY 10001

June 4, 2015

Board of Directors, Stockholders, Owners, and/or Management of
SHELVA HEALTH & WELLNESS LLC
2071 Flatbush Ave
Brooklyn, NY 11234

I have audited the accompanying balance sheet of SHELVA HEALTH & WELLNESS LLC (the "Company") as of June 4, 2015 and the related statements of income and retained earnings for the period then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audit.

I conducted our audit in accordance with auditing standards. Those standards require that I plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. I believe that my audit provides a reasonable basis for my opinion.

In my opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of June 4, 2015, and the results of its operations for the period then ended in accordance with generally accepted accounting principles.


Joel Roth, CPA

Attachment J

STAFFING PLAN

General

Sheva Health and Wellness intends to maintain the very highest of standards to ensure integrity and optimum patient care and experience. This will be reflected in the management and staff that will be involved in all aspects of the business.

The manufacturing and production facility in addition to qualified and experienced staff will also include state-of-the-art equipment, ranging from energy efficient LED lighting to extraction, purification and analysis equipment from a leading US based company. The dispensaries will be completely renovated to provide a modern, comfortable and professional environment for the patients to interact with our healthcare staff.

Professional and General Requirements

Our experienced team managing the agricultural manufacturing will have the necessary minimum of one year experience in good agricultural experience (GAP), and our Quality Assurance Officer will have the required training and experience in quality control and quality assurance.

All our staff will be at least 21 years old. Sheva will also implement a strict policy of background checks for anyone being considered for employment that would involve coming in contact or handle marijuana, as per NY Public Health §3364 (2014). The background check will be handled by Identogo New York (www.identogo.com), a company owned and managed by MorphoTrust USA.

The pharmacists with active New York State Licenses that will be hired for the dispensaries will have their qualifications as pharmacists based on Title 8, Article 137, Section 6805 of New York's Education Law and Part 63 of the Commissioner's Regulations.

Training Requirements

All staff has to partake in the in-house 2-hour training session in good sanitary practices to ensure personal hygiene and workplace sanitary standards are maintained at all times. Sheva believes a safe and healthy work place environment benefits the employees as well as the patients.

The pharmacists will also be required to complete the mandated 4-hour course to be approved by the Commissioner as per §1004.1.

The extraction, purification and analysis staff will undergo a 2-day training program managed by the equipment manufacturer, Waters Inc. This on-site training is aimed to make the staff proficient in operating the equipment, as well as informed of all the health and safety matters involved in extraction, purification and analysis.

The pharmacists and sales staff will also have access to a full-time training staff as well as customer

relations team, to help implement patient based training and education. This is a key concept in Sheva's patient centric approach to good medical practice.

Staffing Evaluation

Sheva encourages continued education and improvement and will implement an ongoing evaluation of staff performances in order to better help staff maximize their potential. These evaluations will take place every 6 months, and will be handled by the company's human resource department. The evaluation form is attached at the end of this section.

Staffing Level

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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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Staff with Oversight Responsibilities

Name: **Teddy Lichtschein**

Title: Chief Executive Officer

Function Strategic oversight of the short and long term goals of the business. Responsible for communication with stakeholders, assessing potential risks, the annual budget as well as the integrity of the company. Ensuring high level of corporate citizenship and social responsibility.

Address: [REDACTED]

Work Experience: In 1998 invested in first nursing home located in Long Island, NY. In 2002 starting business relationship with [REDACTED], which has culminated in owning over 100 nursing homes and multitude of commercial real estate. [REDACTED] [REDACTED] e is committed to green practices, waste management and dispensing policies. Mr. Lichtschein has over 15,000 employees across his various holdings.

Education: Touro College, Healthcare Management 1995
Certified Nursing Home Administrator

Name: **Eliyahu Zev Kohn**

Title: Chief Financial Officer

Function: Assist in developing the company's long and short term strategy. Develop financial and tax strategies, as well as managing the budget process. Implement and oversee control systems, and ensure compliance with regulatory requirements. Provide management accounts and financial statements as required.

Address: [REDACTED]

Work Experience: Worked for 5 years as an accountant focused on healthcare companies, [REDACTED]

Education: Touro College - Accounting

Name: **David Stein**
Title: Chief Operating Officer
Function: Responsible for the day-to-day operations of the company and implementing the overall strategy of the company. The role involves working closely with managers and supervisor across the board to ensure the business is running efficiently.

Address: [REDACTED]

Work Experience: [REDACTED]
[REDACTED] e has since worked as project manager and program manager for several large scale community based projects and events, including educational programs. He was involved setting up a very successful full support group program for children from broken or single parent homes throughout NY metro area. Mr. Stein is a founding member of Sheva Health & Wellness.

Education: Touro College, New York - Accounting

Name: **Charles Rubin**

Title: VP Manufacturing/Production

Function: Responsible for all aspects of the cultivation of the marijuana plants, as well as overseeing the extraction and purification process. The responsibility includes ensuring sufficient inventory levels of required brands.

Address: [REDACTED]

Work Experience: [REDACTED]
Qualified in good agricultural practices (GAP).

Education: Hebrew Academy of Nassau County

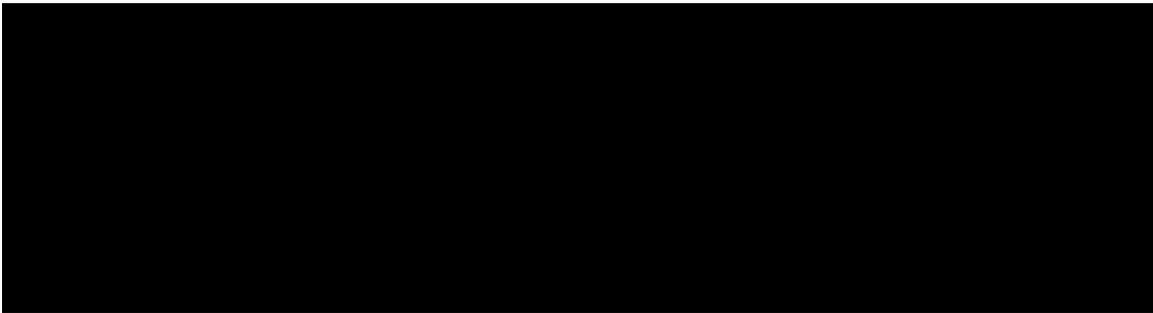
Name: **Sidney Braun**

Title: General Manager (pending successful application)

Function: To provide general management support as the business develops.

Address: [REDACTED]

Work Experience: [REDACTED]



Education: Fordham University, NY – Economics & Business Administration

Name: **Dr. Yehuda Baruch, M.D., M.H.A**

Title: Chief Medical Officer (pending successful application)

Function: Clinical Director, Head of R&D and Director of Patient Services.
Overall responsibility for the medical program, including treatment options and dosage, as well as protocol for patient experience including adverse reactions. Manage research and clinical trials into efficiency and efficacy of proposed and future treatments.

Address: 

Work Experience: 

Education: M.D. Faculty of Medicine, Tel Aviv University, Israel
Medical Health Administrator (M.H.A.), School of Management, Tel Aviv University, Israel

Name: **Alan G. Martin**

Title: Vice President Security (pending successful application)

Function: Responsible for the comprehensive strategy for safeguarding all aspects of the operations, including persons, property and product.

Address: 

Work Experience: Over 25 years with NY State Police, reaching the senior position of Major and Staff Inspector responsible for southern region of NY State Police, which covers Long Island and New York City, as well as the NY State Thruway from Catskills to New York City. Since retiring from the NY State Police, he has worked as a protection and safety consultant.

Education: FBI National Academy, Quantico, VA
US Secret Service Training in Dignitary Protection, Washington D.C.
Trained EEOC Counselor and Mediator, Albany, NY
Certified NY State Police Academy Instructor

Name: **Joey Erënata**
Title: QC/QA Supervisor (pending successful application)
Function: Responsible to ensure highest standards for quality control and quality assurance for all aspects of the production cycle from extraction through to packaging of final product, including the purification process, as well as product consistency and quality.

Address: [Redacted]

Work Experience: [Redacted]

Board member since 2014 of Sparc, San Fransisco's premiere medical cannabis dispensary.

Education: University of California, Berkeley – Development Studies (Ecosystem Ecology & Conservation)
University of California, Berkeley – Education Abroad (Tropical Ecosystem Ecology, Brazil)

Name: Benjamin Friehling
Title: Master Grower (pending successful application)
Function: Responsible for overseeing all stages of the cultivation process for the marijuana plants, and to ensure a consistent and high yield product for extraction. Ensure the staff maintains standard operating procedures and cultivation protocol. The role entails working closely with the VP Manufacturing and Production

Address: [Redacted]
Work Experience: [Redacted]

Education: B.A. in Sustainable Agriculture, Sterling College, VT
Studies in nursery practices and forestry, College of the Redwoods, CA
Qualified in Good Agricultural Practices (GAP)

Name: **TBD**

Title: Pharmacists (pending successful application)

Function: Directly supervise the activity within the dispensing facility, and counsel the certified patient or designated caregiver on the use, administration, and the risks associated with the approved medical marijuana products. Pharmacist shall also supervise and consult with employees whilst on-site in the dispensing facility.

Work Experience: Minimum of 2 years as a dispensing pharmacist.

Education: The pharmacists that will be hired for the dispensaries will have their applicable education required to qualify as pharmacists based on Title 8, Article 137, Section 6805 of New York's Education Law and Part 63 of the Commissioner's Regulations.

Key Personnel

Name: Eliezer Scheiner

Title: Founder and Principal of Sheva Health & Wellness

Work Experience: A serial entrepreneur with vast real estate and nursing home holdings throughout North America, [REDACTED]
[REDACTED] Mr. Schiener is a founder and a principal of Sheva Health & Wellness.

Education: N/A

Name: Yoseph Levine

Title: Founder and Managing Member Sheva Health & Wellness

Work Experience: [REDACTED]
[REDACTED] Expertise in mergers and acquisitions, combined with insight and experience, provides for excellent business insight and organizational strategy – and asset to any organization. Mr. Levine is a founding member of Sheva Health & Wellness.

Education: N/A

Attachment K

From: Natika Burris nburris@twsalesteam.com 
Subject: RE: Time Warner Cable Business Service Offers: Sheva, LLC
Date: June 1, 2015 at 4:51 PM
To: Charles Rubin calculatedconsultant@gmail.com

NB

578 LT Brender Hwy, Ferndale NY. 12734 –serviceable
40-2-30 Black Lake Road Bethel NY 12786 – serviceable
18 Dr Duggan Road, Bethel, NY 12720 – serviceable
0 Briscoe Rd Jeffersonville, NY 12748 – serviceable
3 Burr Road Bethel NY 12720 – serviceable
1622 State Rte 17B White Lake, NY 12786 – serviceable
301 best road Swan Lake NY 12783 – serviceable
75 AP Fulton road Ferndale NY 12734 – serviceable

Hi Liz,

I do show we are the provider for all of these locations. When will you have a building up? How did the quote work for you?

Thanks,

Natika Burris

Business Account Manager
Time Warner Cable Business Class Authorized Agent
Office: 866-292-0621
Nburris@twsalesteam.com



From: Charles Rubin [mailto:calculatedconsultant@gmail.com]
Sent: Monday, June 01, 2015 2:09 PM
To: Natika Burris
Cc: calculatedconsultant@gmail.com
Subject: Re: Time Warner Cable Business Service Offers: Sheva, LLC

i can now narrow this down to only the best road and lt brender locations. please advise if those are serviceable

On Jun 1, 2015, at 11:45 AM, Charles Rubin <calculatedconsultant@gmail.com> wrote:

liz leyton 917 833 4202

sheva health and wellness

578 LT Brender Hwy, bethel NY. 12734

40-2-30 Black Lake Road bethel ny 12786

18.Dr. Duggan Road bethel ny 12720

0 Briscoe Rd Jeffersonville, NY 12748

3 Burr Road bethel ny 12720

1622 State Rte 17B White Lake, NY 12786

301 best road swan lake ny 12783

75 ap fulton road ferndale ny 12734

On Jun 1, 2015, at 11:03 AM, Natika Burris
<nburris@twsalesteam.com> wrote:

Please Confirm/Complete the following:

Business Name: Sheva, LLC

Service Address: 578 LT Brender Hwy, Ferndale, NY. 12734

Billing Address: Same

Primary Contact: Liz Laten

Phone Number: ?

Please provide me with the additional addresses, and I will check serviceability.

Hi Liz,

Thank you for your interest in TIME WARNER CABLE BUSINESS SERVICE OFFERS. I am happy to provide you with the following service quote. Please let me know if you have questions, or need additional information.

Quote 36(months):

3 Unlimited Nationwide Phone Lines (\$34.99 each)

- Fully Featured Lines (Caller ID, Hunt Groups, etc.)
- Unlimited Long Distance, In State, and Local Phone Lines
- Free Listing in the yellow pages

High Speed Internet 300 X 20 Mbps (\$409.99)

- 10 Standard Business Email Addresses
- Business Wi Fi
- Wi Fi Hot Spot Access
- Norton Internet Security
- No Data Limits
- 5 Static IP Address

Total Monthly Recurring Cost \$549.96

One time Install Fee

Please have the following documents available:

1. Federal Tax Id
2. Any Tax Exempt Documents

I look forward to hearing from you.

Natika Burris

Business Account Manager

Time Warner Cable Business Class Authorized Agent

Office: 866-292-0621

Nburris@twsalesteam.com

<image001.jpg>



Verizon Estimate

Verizon Notification <verizon-notification@verizon.com>

Mon, Jun 1, 2015 at 2:21 PM

To: lori@shevahw.com

Cc: rosemary.kahihu@sales.vwebmanagement.com

SPECIAL INSTRUCTION: DO NOT REPLY TO SENDER – Reply using agent email address located in the CC Window.



Thank You for Your Inquiry

Here are details of your estimate

Sheva Health and Wellness, LLC
232 CALYER ST 7182520796
BROOKLYN, NY, 11222

Dear Sheva Health and Wellness, LLC,

06/01/2015

We are happy to provide you with the following estimate of services for your business and charges that we discussed on 06/01/2015.

This is a preliminary assessment of products and services that may be available in your area. Please contact me to review in more detail. Once services are ordered, a purchase confirmation, which includes an estimate of your first bill, will be sent by email. In addition, a firm quote can be generated and sent. This estimate is not an offer and does not include nonrecurring charges, surcharges and taxes.

Your Estimate Includes:

Products	Monthly Charges
Double Play - Custopak - FIOS(Dynamic)- 75/75M	
Main Solutions Line Custopak 2yr	\$65.00
Additional Line Basic 2yr (1 Line(s))	\$20.00
FIOS(Dynamic)- 75/75M	\$99.99
Internet Security Suite - 1 PC (qty -1)	\$0.00
Premium Technical Support Bus Trial (60 Days Free) (qty -1)	\$0.00
Verizon Cloud 5GB (free offer) (qty -1)	\$0.00

Promotions and Credits

Promotional Bundle Credit	\$-15.00
Additional Line Promotion	\$-20.00
FiOS Internet Upgrade Offer	\$-25.00

Other Charges

Subscriber Line Charge (2 New Lines)	\$12.80
--------------------------------------	---------

MRC Total (Offer Period)

\$137.79

Again, thank you for your inquiry. Please contact me with any questions you may have or to place an order. I look forward to serving you.

Sincerely,
Rosemary Kahihu
Verizon Representative
[9802977879](tel:9802977879)

FRONTIER COMMUNICATIONS PROPOSAL ESTIMATE



Sales Representative: Jamie 877-433-3806ext 5140
Term: PPP 2-Yr
Date: June 1, 2015

Customer: Sheva Health & Wellness
Lori Sheva
 718-252-0796
 2199 E Henrietta Rd
 Rochester, NY 14623
 lori@shevahw.com

Frontier Legacy

Component	Quantity	Price	One-Time Total	Monthly Total
Simply Unlimited (PPP 2-Yr)	2	\$ 64.99		\$ 129.98
Broadband Max (7M/1M) (PPP 2-Yr)	1	\$ 89.99		\$ 89.99
Frontier Texting Economy (250 msgs per month)	1	\$ 4.99		\$ 4.99
Activation fee	1	\$ 20.00	\$ 20.00	
Installation first line	1	\$ 50.89	\$ 50.89	
Installation each additional line	1	\$ 34.95	\$ 34.95	
Total Adjustments	1	\$ -		\$ (145.00)
			\$ 105.84	\$ 79.96

- This quote represents the cost of the products and services discussed and is not inclusive of any products or services existing on your account.
- Monthly minimum spend levels or early termination fees may apply.
- Estimate may be based on tariff rates. Prices are subject to change.

TIME WARNER CABLE BUSINESS CLASS

Communications Solution Proposal

For Shevahw Health and Wellness

Prepared by:

Roberto Pelegrinelli

Account Consultant 1 (AC1)

Phone: 7042062324

Cell:

Email: roberto.pelegrinelli@twcable.com

Ranked #1 in Customer Loyalty by

FROST & SULLIVAN

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Product Descriptions	4

Proposed Pricing

Proposal#: 5949542

Proposed Pricing Good Until: 7/1/2015 12:00:00 AM

Account Executive: Roberto Pelegrinelli

Telephone: 7042062324

Ext:

Fax: 7049455667

Email: roberto.pelegrinelli@twcable.com

Customer Information:

Authorized Contact:

Contact Phone:

Contact Fax:

Lori Shulman

(718) 252-0796

New and Revised Services and Monthly Charges At: 26121 Us Route 11 , Evans Mills NY 13637

Product	Quantity	Sales Price	Contract Term	Monthly Price
Q2 2015 Acq - 10M x 1M	1	\$70.00	36 Months	\$70.00
Q2 2015 Acq - BCP Unlimited Nationwide	2	\$34.99	36 Months	\$69.98
Q2 2015 Acq - Free BCP Local	1	\$0.00	36 Months	\$0.00
Q2 2015 Acq - Free Wifi Lan	1	\$0.00	36 Months	\$0.00
TWC WiFi Hotspot	1	\$0.00	36 Months	\$0.00
Monthly Total:*				\$139.98

*Prices do not include taxes and fees

One-Time Charges at: 26121 Us Route 11 , Evans Mills NY 13637

Product	Quantity	Sales Price	Price
TWC WIFI Install	1	\$0.00	\$0.00
		Total*:	\$0.00

*Prices do not include taxes and fees

*Prices quoted are subject to change. Applicable taxes and fees are not included in the quoted price. Additional Terms and Conditions may apply.

Product Descriptions

Business Class Phone (BCP)

Time Warner Cable Business Class (TWCBC) offers a robust, features-rich phone service with specific calling plans and more than 25 inclusive features, such as Voice Manager, Account Codes, Hunting, Call Forwarding, and Custom Caller ID – all delivered over our secure, reliable network at a convenient, flat monthly fee.

We offer unlimited local, intrastate and long-distance calling options within the United States, Canada, Puerto Rico, U.S. Virgin Islands, Guam and Saipan. And, you can add our Mobility Package, with productivity-enhancing features that let you conduct business wherever you are

FEATURES

BENEFITS

More than 25 commercial grade features are included with the service, such as: Call Forwarding, Three Way Call Transfer, Hunting, Custom Caller ID, Do Not Disturb, Call Return, and Call Logs

Use any of the included features when you need them – without paying extra.

Voice Manager: online portal and Voice Manager connect. Manage your calling features with this online portal and associated downloadable tool. The Call scheduler option enables set-up of different feature configurations based on time of day and day of week.

Easily manage phone features from any Internet connection so you can stay connected. Calls can be forwarded, last number can be redialed, voice mails can be sent by email, long distance usage can be monitored, and more. Use Voice Manager to redirect calls in case your office is closed.

Optional value-added features include: Voicemail, Auto Attendant, Business Group Features Package, Custom Ring, Toll Free Service, and Remote Call Forwarding

Manage calls coming into your office more effectively with these value-added features.

Mobility Package: Comprised of Sequential Ring, Simultaneous Ring, Office Anywhere and Personal Attendant

Get the benefit of advanced features that keep you connected and your office productive. Sequential / Simultaneous Ring help you to never miss calls by ringing up to 5 additional numbers; Office Anywhere lets you make calls from a remote phone using your office number; and Personal Attendant lets you give callers a variety of ways to reach you.

Additional Calling Plans available: Unlimited In-state and Unlimited Local Only

The Unlimited In-state plan provides a cost efficient option for businesses who call mainly within their home state. The Unlimited Local Only plan is a pay-as-you-go plan for all long distance calls are charged on a per minute basis. The Local Only plan is perfect for fax and POS lines as well as other lines which have mostly incoming calls.

Toll Free Service

Enhance sales and service by providing your customers with toll free numbers.

Installation and setup requires no new equipment and you can keep your existing telephone number(s)

Transitioning from your current phone provider to BCP is easy and can be done without interrupting your business or paying for expensive equipment.

Discounts offered for bundling with TWCBC products and services

You can increase your savings by bundling Internet Access, Cable TV and Business Class Phone services into one service package and receive one TWCBC invoice for all services.

TWCBC's private, reliable and secure network is used to deliver BCP to customers. You receive crystal-clear digital connections for all voice communications.

Internet Access

Internet Access is a core commercial product offering that can provide always-on Internet access via a cable modem or cable router. Access is available in multiple speed tiers based on customer needs. The service utilizes the Time Warner Cable Business Class (TWCBC) Hybrid Fiber Coax (HFC) network.

FEATURES

BENEFITS

Quick and Easy Installation

Save time and money by getting your business online quickly and easily.

Tiered Service Levels

You can select the speeds appropriate for your business – up to 100 Mbps download/5 Mbps upload transmission speeds.

Scalable Service Levels

Transmission speeds can be increased remotely when business needs change.



Verizon Estimate

Verizon Notification <verizon-notification@verizon.com>

Mon, Jun 1, 2015 at 2:21 PM

To: lori@shevahw.com

Cc: rosemary.kahihu@sales.vwebmanagement.com

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Thank You for Your Inquiry

Here are details of your estimate

Sheva Health and Wellness, LLC
9 Randolph St.
Yonkers, NY, 10705

Dear Sheva Health and Wellness, LLC,

06/01/2015

We are happy to provide you with the following estimate of services for your business and charges that we discussed on 06/01/2015.

This is a preliminary assessment of products and services that may be available in your area. Please contact me to review in more detail. Once services are ordered, a purchase confirmation, which includes an estimate of your first bill, will be sent by email. In addition, a firm quote can be generated and sent. This estimate is not an offer and does not include nonrecurring charges, surcharges and taxes.

Your Estimate Includes:

Products	Monthly Charges
Double Play - CustopAK - FIOS(Dynamic)- 75/75M	
Main Solutions Line CustopAK 2yr	\$65.00
Additional Line Basic 2yr (1 Line(s))	\$20.00
FIOS(Dynamic)- 75/75M	\$99.99
FiOS Quantum Gateway - Rent	\$9.99
Internet Security Suite - 1 PC (qty -1)	\$0.00
Premium Technical Support Bus Trial (60 Days Free) (qty -1)	\$0.00
Verizon Cloud 5GB (free offer) (qty -1)	\$0.00

Promotions and Credits

Additional Line Promotion	\$-20.00
Promotional Bundle Credit	\$-55.00
FiOS Internet Upgrade Offer	\$-15.00

Other Charges

Subscriber Line Charge (2 New Lines)

\$12.80

MRC Total (Offer Period)

\$117.78

Again, thank you for your inquiry. Please contact me with any questions you may have or to place an order. I look forward to serving you.

Sincerely,
Rosemary Kahihu
Verizon Representative
9802977879

Attachment L

Timeline

Timeline: Sheva Health & Wellness

Cultivation:

The timeline for cultivation is a minimum of 14 weeks from clone to finished flower and harvest/cure. Our manufacturing facility will be in operation 24 hours a day 7 days a week. Below is a more detailed breakdown of our production and manufacturing timeline by stage.

Mother Timeline

A new mother plant with its own unique identifier is produced every 3 months.

Clone Timeline

The cloning process takes 2 weeks from cut clone to rooted clone.

Veg Timeline

Rooted clones are transferred to the Vegetative greenhouses for a minimum of 4 weeks and grown out to a size of 2.5-3.5' tall (Brand Dependent). The plants are trained throughout the vegetative stage in order to ensure maximal production per plant via low stress training, topping, fimming, bonsai technique and defoliation.

Flower Timeline

When a veg plant reaches the specified size and is fully trained the plant is then transferred to the flower greenhouse. In the flower stage (Brand Dependent) the plants can range in flower time from 6.5-12 weeks. Plants that meet our specification and are free of disease, mold and mildew are then harvested broken down to usable plant material placed into containers with corresponding unique identifier tags and transferred to the Dry/Cure room in our manufacturing facility.

Dry/Cure Timeline

In Dry/Cure plants that have been harvested from the flower greenhouse and allocated to their unique identifier container are placed in our environmentally hepa filters Dry/Cure room for up to two weeks. Once the flower is properly dried and cured it is then transferred to our Extraction Room for manufacturing.

Extraction Timeline

Flower that has been dried and properly cured in our Dry/Cure room are transferred to our extraction room. The extraction process takes 8 hours per extraction run. Our manufacturing facility will be operational and extracting concentrated oil 24 hours a day 7 days a week. When the oil is extracted after a full day and placed in a jar with its own unique identifier a sample is taken from the unique batch, placed in a sample jar with corresponding unique batch id and transferred to our testing area.

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

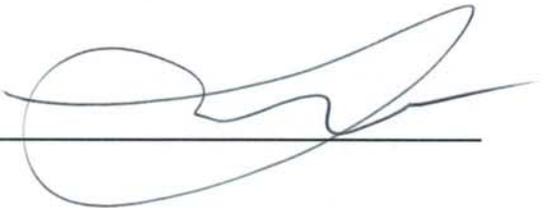
Attachment M

ATTACHMENT M

STATEMENT OF COMPLIANCE PURSUANT TO 10 NYCRR 1004.5 (b) (8)

The applicant for initial registration as a registered organization in the New York State Medical Marihuana Program hereby states and affirms that it is able to fully comply with all applicable state and local laws and regulations relating to the activities in which it intends to engage under the registration as a registered organization.

Dated: 6/3/15



A handwritten signature in black ink, appearing to read 'Joseph Levine', is written over a horizontal line.

Name: Joseph Levine

Title: Managing Member

Organization: Sheva Health & Wellne

Section J

Authorize Yoseph Levine

**WRITTEN CONSENT TO ACTION BY THE
VOTING MEMBERS OF SHEVA HEALTH & WELLNESS LLC**

The undersigned, being the voting Members of Sheva Health & Wellness LLC, a New York limited liability company (the "Company"), acting pursuant to 407 of the New York Limited Liability Company Law and the Operating Agreement of the Company, hereby consent to and adopt the following resolutions:

WHEREAS, the Company desires to apply as a registered organization to manufacture and dispense approved medical marijuana products in New York State;

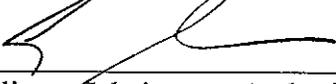
NOW THEREFORE, BE IT RESOLVED, that Yoseph Levine, as an authorized Member, hereby is authorized to take or cause to be taken all such actions, as in the judgment of such person may be necessary, desirable or convenient in order to complete the Application for Registration as a Registered Organization, including the attestation as set forth in Section J, and to otherwise carry out the intent and the purposes of the foregoing resolutions, and by the doing of such actions shall be conclusive evidence that the same are in all respects hereby fully authorized, approved, ratified and confirmed;

FURTHER RESOLVED, that this Written Consent to Action may be executed in multiple counterparts and may be delivered in pdf or similar format, each of which shall be deemed an original, and taken together, shall constitute one and the same instrument.

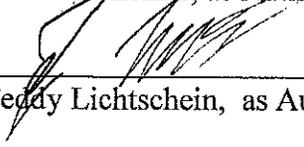
Remainder of this page left intentionally blank. Signature page follows.

Dated as of June 1, 2015

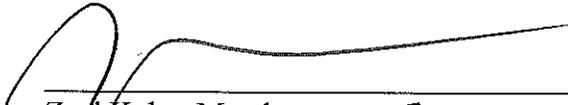
TL SHEVA HOLDINGS LLC



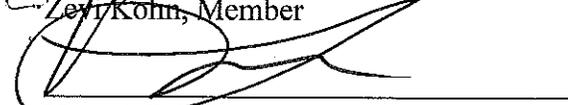
By: Eliezer Scheiner, as Authorized Member



By: Teddy Lichtschein, as Authorized Member



Zeyv Kohn, Member



Yoseph Levine, Member

Being all the voting Members of the Company